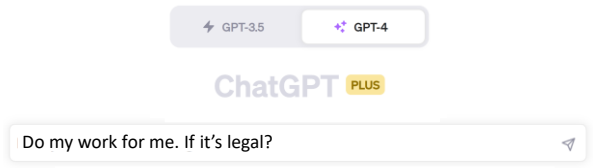
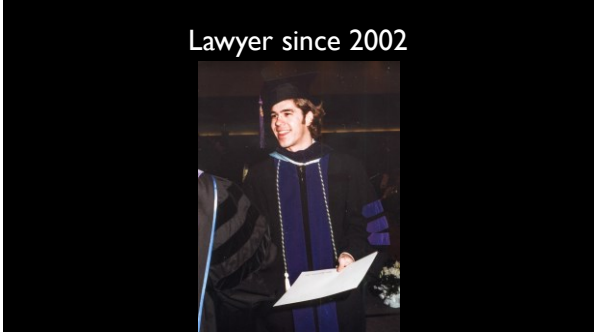


How will Generative AI (LLMs) Change Your Work?



1



2



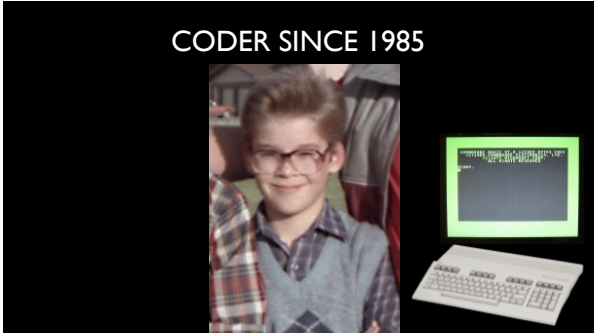
3



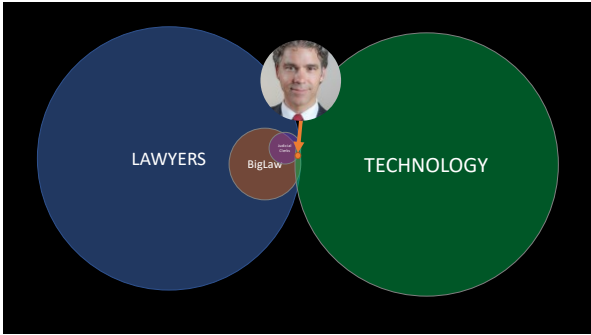
4



5



7



8



9

A screenshot of a webpage for Stroz Friedberg, an Aon company. The page title is 'Pursuing Forensic Audits to Investigate Cambridge Analytica Claims'. A quote reads: 'We remain committed to vigorously enforcing our policies to protect people's information.' Below the quote, it says: 'Originally published March 19, 2018, 11:40 AMPT. We have hired a digital forensics firm, Stroz Friedberg, to conduct a comprehensive audit of Cambridge Analytica. Cambridge Analytica has...'

10

A screenshot of a video player showing a man speaking on a stage. The video title is 'Why all melodies should be free for musicians to use'. The view count is 1,806,527 views.

11

A screenshot of a tweet from Elon Musk. The tweet text is 'This guy rocks!'. The tweet has 136 replies, 90 retweets, 1,910 likes, and 115.4K views.

12

Logos for v|lex, fastcase, DOCKET ALARM, and SALI ALLIANCE.

13



14

Bar Groups:
AI + Law

MSBA Minnesota State Bar Association

ABA American Bar Association

Chair of AI + UPL Working Group

15

Any AI news?

16

OpenAI Research Product Developers Safety Company

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 **bar exam** with a score **in the top 10% of test takers** in contrast, GPT-3.5 **score was around the bottom 10%**. We've spent 6 months iteratively **aligning** GPT-4 using **feedback** from our adversarial testing program as well as ChatGPT, resulting in our best ever results (though far from perfect) on **fairness, reliability, and refusing to go outside of guardrails**.

Bar Exam Performance

Model	Performance
Dec. 2022 GPT 3.5	Beat 10% of humans
Mar. 2023 GPT 4	Beat 90% of humans

...in only 3 months

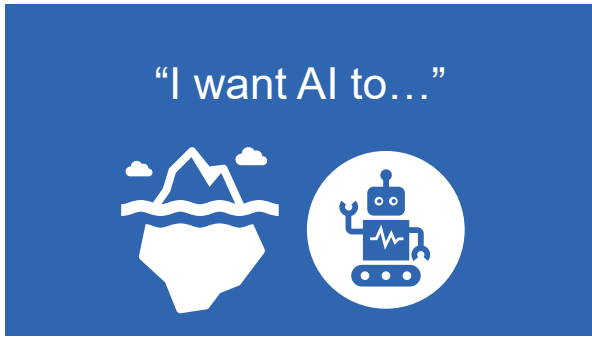
17

ChatGPT

18

ChatGPT

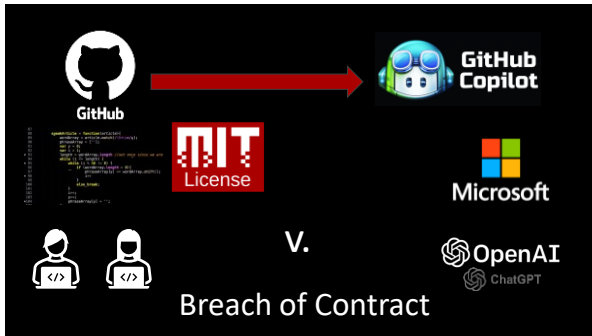
19



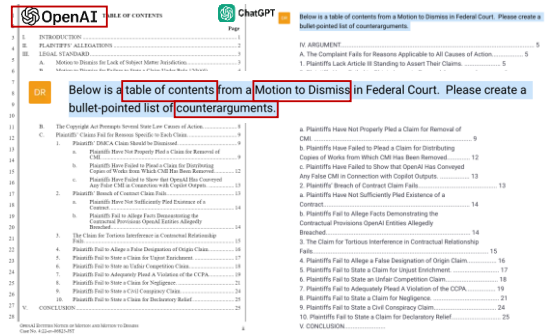
20



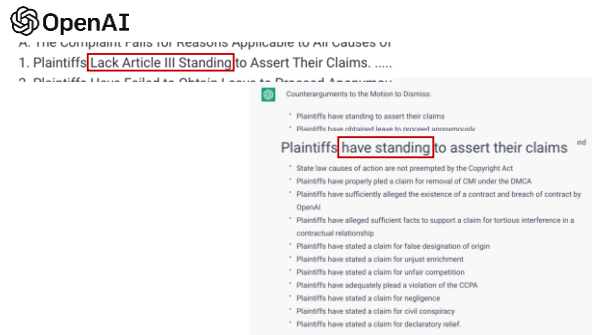
22



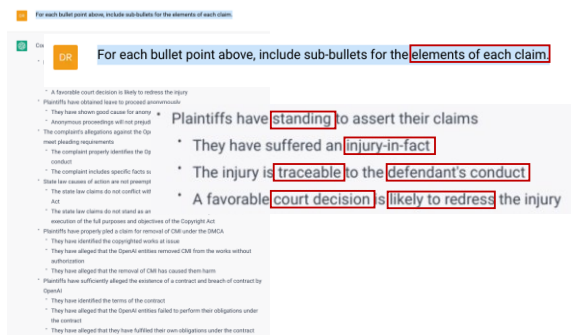
23



24



25



26

Now for each list of what could be element. Exclude commercial injury.

Now for each Level 2 sub-bullet (element), please provide Level 3 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

ii. Plaintiffs have incurred costs to protect their intellectual property

iii. Plaintiffs have lost revenue due to OpenAI's alleged infringement

iv. Plaintiffs have lost revenue due to OpenAI's alleged infringement

v. Plaintiffs have incurred costs to protect their intellectual property

27

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.

28

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 eight (\$4,000)?
- What charge for my 45 seconds of prompting?
- Less time — if baked into legal software?

Hourly Billing → Flat Fee Billing?

29

Find Logical Inconsistencies



30

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.

OpenAI 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.

31

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 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.

32

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 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.

Factual assertion: Plaintiffs could argue 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.

33



Answer a Question

To demonstrate **standing**, can a breach-of-contract plaintiff argue that defendant's **contractual breach itself** constitutes plaintiff's **injury in fact**?

However, in [Patel v. Univ. of Vt. & State Agric. Coll., 5:20-cv-61 \(D. Vt. Oct 01, 2021\)](#), the court noted that some courts hold that a breach-of-contract plaintiff must show the fact of injury to have Article III standing. Yet, other courts have ruled that the **breach of a contractual right is a concrete injury** for Article III purposes, even if the plaintiff does not claim the breach caused any monetary loss or other concrete harm ("Other courts hold that Spokeo's logic

Question

34

Home - United States - Federal Cases - United States District Courts - 2nd Circuit - United States District Courts, 2nd Circuit, United States District Court (Vermont) - **Patel v. Univ. of Vt. & State Agric. Coll., 5:20-cv-61**

[1] See *Amrhein v. eClinical Works, LLC*, 954 F.3d 328, 331 (1st Cir. 2020) (quoting *Katz v. Pershing, LLC*, 672 F.3d 64, 72 (1st Cir. 2012)) (invasion of a common-law right, "including a right conferred by contract" is an intangible loss that is "actionable without wallet injury"); *Dinerstein v. Google, LLC*, 484 F.Supp.3d 561, 571 (N.D. 111. 2020) **breach of contract confers Article III standing** even if plaintiff does not claim the breach caused any monetary loss or other concrete harm); *In re Google Referrer Header Priv. Litig.*, 465 F.Supp.3d 999, 1011 (N.D. Cal. 2020) ("[T]he **breach of a contractual right is a concrete injury** for Article III purposes . . ."); *Cuhwick v. Wood*, 384 F.Supp.3d 328, 339 (E.D.N.Y. 2019) (concluding

35

Expand upon this...

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

36

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:

- 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.
- 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.
 - 111 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**.
 - 112 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.

37

Summarize Statutes

IF THEN AND OR NOT PENALTY

38

§ 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.

- AND
- OR
- THEN
- ELSE
- PENALTY

If a string is grouped, included that string in (1) parentheses and (2) IF

- 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

39

I am an experienced lawyer. So are you. Argue that Donald Trump violated his 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 Donald Trump made a false entry in, or altered the business records of an entity that he is authorized to defraud.
 - (2) AND intent to defraud includes:
 - Intent to commit another crime: We would need to establish that Trump's fabrication of business records was done with the intention to commit another crime, such as to fraudulently obtain 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 voter fraud 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.

40

Copyright Expiration



41

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.

42

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 joint authors, 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.

43

Interview → Complaint



44

Interview with Philana Holmes

Date: August 16, 2023
Location: 600 Park Meadows
Attorney Present: Carmen Kiser



You are an expert lawyer. So am I.

Background Information:

Client's Name: Philana Holmes
Relation to Matter: Mother of Child
Co-Parent: Humberto Caraballo Esteviz (father)
Child(ren): 10/1/2015 girl (twice center)
Incident Date: August 2019
Location: Tempe, AZ

Details of Incident:

- Order Description:**
 - File, chicken described
 - "It's often used to get Chicken McNuggets"
- Incident Details:**
 - "I ordered the nugget"
 - "I handed the box to the cashier who had said 'happy!'"
- Initial Responses:**
 - She verbally complained to communication with HR
 - "I called them and went back to the drive-through and asked at them about what happened, but they just seemed confused"
- Medical Treatment:**
 - Child received medical treatment, with confirmed second-degree burns
 - "We went straight to the emergency room. The doctor confirmed it was a second-degree burn." "She had to have treatment for weeks. It was so painful for her."

From that interview, create a **draft Complaint in Florida State Court.**

- Select as many claims as possible. I will edit them down.
- Incorporate the facts into both (1) the **Fact section** and (2) the **Claims sections.**

Draft the Complaint.

Impact:

Conclusion of the interview, with an overview of the next steps.

45

2. Defendants had a **history** of serving **excessively hot food** to customers, as evidenced by **previous complaints** and incidents.

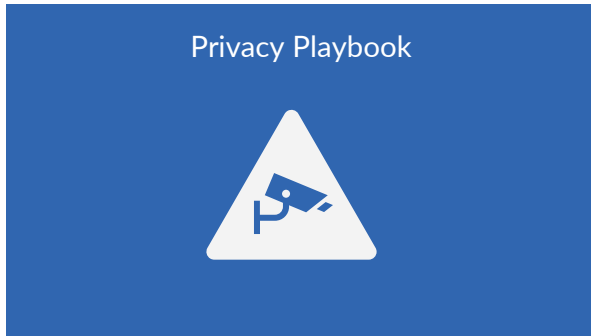
5. The nugget was cooked at an **unsafe and unnecessarily high** temperature, far exceeding **standard industry practice.**

6. OLIVIA CARABALLO received **immediate medical treatment** and endured several weeks of medical care, including **skin grafts** and **physical therapy.**

A. NEGLIGENCE

1. Defendants **owed a duty of care** to Plaintiffs.
2. Defendants **breached that duty** by failing to properly train their employees in food safety, cooking food at an unsafe temperature, and failing to warn Plaintiffs about the potential dangers related to the food's temperature.
3. As a **direct and proximate result** of Defendants' negligence, Plaintiffs suffered physical injuries, pain and suffering, mental anguish, medical expenses, and other damages.

46



47

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

48

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**
 - Example 1: A California retailer **collects names, addresses, and email** addresses when customers sign up for their **loyalty program**.
 - Example 2: The retailer gathers **purchase history** data to understand customer preferences and tailor future **marketing communications**.
 - Example 3: The retailer collects **web browsing data** to optimize website performance and deliver **personalized content** based on customer preferences.

49



50

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 of these technologies.

51

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?
 - Preferred (favorable) answers:
 - No, I have no close connections with anyone in the software development or artificial intelligence field.
 - Problematic (unfavorable) answers:
 - Yes, I/my close family member/friend have/has worked as a software developer or in a related field.

52

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.

53

Motion to Dismiss: Claims + Elements + Facts



54

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**.

55

MOTION TO DISMISS PURSUANT TO FED. R. CIV. P. (SDNY)	II. 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) respectfully submits this Motion to Dismiss the Complaint (Plaintiff's Name) ("Complaint"). For the reasons set forth below, Defendant (Defendant) moves to 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>See</i> <i>Chavez-Pacheco v. A.G. & J. & B. Inc.</i> , 2019 WL 1001111 (S.D.N.Y. 2/27/19).	misappropriation claim under California law
I. INTRODUCTION Plaintiff brings claims for (1) breach of contract under New York law, and (2) trade secret claims under California law. However, Plaintiff has failed to allege facts that can be granted. As such, Defendant respectfully requests that the Complaint be dismissed.	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 facts to establish the existence of a contract between Plaintiff and Defendant. Plaintiff 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 its obligations under the purported contract or that any conditions precedent have been fulfilled. 3. Breach by the defendant: Plaintiff has not provided sufficient details regarding Defendant's alleged breach, including when specific provisions of the contract were violated or how Defendant's actions constituted a breach. 4. Resulting damages: Plaintiff has not provided sufficient facts to establish that it has suffered any actual damages as a result of Defendant's alleged breach.	1. Existence of a trade secret: The Complaint does not sufficiently identify 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 misappropriated Plaintiff's trade secret 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 misappropriation.
II. STANDARD FOR MOTION TO DISMISS UNDER SDNY LAW To survive a motion to dismiss, a complaint must contain sufficient facts to state a claim to relief that is plausible on its face. <i>See</i> <i>Ashcroft v. Iqbal</i> , 556 U.S. 662, 678 (2009) (quoting <i>Bell Atl. Corp. v. Twombly</i> , 551 U.S. 264, 281 (2007)). A claim is facially plausible when the plaintiff pleads factual allegations that, when accepted as true, "state a claim to relief that is plausible on its face." <i>Id.</i> In considering a motion to dismiss, the court should not draw the reasonable inferences that the defendant's factual allegations in the complaint are true and draws all reasonable inferences in the plaintiff's favor. <i>Id.</i> However, the court is not required to accept as true all of the factual allegations. <i>Id.</i>	CONCLUSION 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 with prejudice, with prejudice to Plaintiff's right to replead or to amend the Complaint. Respectfully submitted, [Signature] [Name] [Title] [Address] [City, State, Zip Code]	Plaintiff's Counsel (Name) Plaintiff's Counsel (Address) Plaintiff's Counsel (City, State, Zip Code) Plaintiff's Counsel (Phone Number) Plaintiff's Counsel (Email Address)

56

Section	Section	Section
1. Introduction	2. Background	3. Findings of Fact
4. Discussion	5. Conclusion	6. Remedies
7. Disposition	8. Costs	9. Final Order
10. Appendix	11. Exhibits	12. Signatures
13. Filings	14. Service	15. Distribution
16. Notices	17. Hearings	18. Settlement
19. Mediation	20. Arbitration	21. Enforcement
22. Appeals	23. Revisions	24. Finality
25. Costs	26. Sanctions	27. Waiver
28. Res Judicata	29. Estoppel	30. Rescission
31. Reformation	32. Rectification	33. Specific Performance
34. Injunction	35. Declaratory Judgment	36. Quiet Title
37. Partition	38. Ejectment	39. Receivership
40. Foreclosure	41. Redemption	42. Lis Pendens
43. Adverse Possession	44. Prescription	45. Eminent Domain
46. Condemnation	47. Takings	48. Just Compensation
49. Public Use	50. Fair Market Value	51. Reliance
52. Detention	53. Possession	54. Quiet Title
55. Easements	56. Encroachments	57. Nuisance
58. Trespass	59. Conversion	60. Unlawful Detainer
61. Eviction	62. Summary Judgment	63. Default Judgment
64. Summary Trial	65. Trial by Jury	66. Verdict
67. Judgment	68. Appeal	69. Reversal
70. Remittitur	71. New Trial	72. Stay
73. Execution	74. Satisfaction	75. Release
76. Arbitration	77. Mediation	78. Conciliation
79. Restorative Justice	80. Restorative Justice	81. Restorative Justice
82. Restorative Justice	83. Restorative Justice	84. Restorative Justice
85. Restorative Justice	86. Restorative Justice	87. Restorative Justice
88. Restorative Justice	89. Restorative Justice	90. Restorative Justice
91. Restorative Justice	92. Restorative Justice	93. Restorative Justice
94. Restorative Justice	95. Restorative Justice	96. Restorative Justice
97. Restorative Justice	98. Restorative Justice	99. Restorative Justice
100. Restorative Justice	101. Restorative Justice	102. Restorative Justice

57

Cease and Desist Letter

58

Dear Damien Riehl: you must IMMEDIATELY STOP trying to wish me a happy birthday. 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.

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.

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.

59

Decision Tree

60

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

- 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.
- 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.
- Is the amount in dispute significant enough to justify the costs 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.

61

Simplify Billing Records

62

The invoice LEGAL-09 covers legal research on food safety regulations C December 2021. Three timekeepers were responsible for the work, includ You are summarized 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 sho Krabappel's work was entirely devoted to C100, while Lisa Simpson billec and C300, and 20% for C100. Marge Simpson split her work equally betw The timekeepers' narratives showed that Lisa Simpson conducted legal i franchise agreement for a new Krusty Burger location, analyzed franchis states, and reviewed and revised a franchise agreement addendum base feedback. Meanwhile, Marge Simpson conducted a client interview with reviewed and revised the franchise agreement, drafted the franchise agr related to a new marketing campaign, and prepared and delivered email client on matter progress. Edna Krabappel had a single entry, which invol analyzing client-provided accounting information. The total amount of th \$14,362.5, and the first and last billed activity dates were December 1 anc respectively.

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

- Invoice LEGAL-09
 - Legal research on food safety regulations
 - December 2021
 - Task amount: \$14,362.50
 - First billed activity: December 1
 - Last billed activity: December 10
- Timekeepers
 - Edna Krabappel: Senior Associate
 - Lisa Simpson: Partner
 - Marge Simpson: Senior Associate
- Task codes
 - C300: Fact gathering
 - C200: Researching law
 - C300: Analysis and advice
- Timekeeper task breakdowns
 - Edna Krabappel
 - C300: Client fact gathering
 - Lisa Simpson
 - 20% C200: Researching law
 - 80% C300: Analysis and advice
 - Marge Simpson
 - 50% C300: Client fact gathering
 - 50% C200: 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 based on client feedback
 - Marge Simpson
 - Client interview with Krusty Burger client
 - 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 prepared client provided accounting information

63

Real-Time Witness Impeachment



64

Voice recognition

Prompt: "Find contradictory evidence"

Dataset: Entire Record

eDiscovery Depositions


Declarations Pleadings

RESULT: Real-time impeachment



65

Create Chronology



66

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.

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 19, 2023	Defendant Grailer advised Plaintiff that she was voluntarily resigning to join Plaintiff's direct competitor, ChainTreat	Defendant Grailer
January 15, 2023	Defendant returned her company assigned laptop to Plaintiff	Defendant Grailer
January 15, 2023	Defendant Grailer, without authorization, accessed Plaintiff's computer network and documents therein containing confidential chemical formulas, customer specific information, and personal information	Defendant Grailer
January 19, 2023	Plaintiff learned that after Defendant Grailer was separated from employment, and after she had returned her company assigned laptop computer, that she accessed the Plaintiff's computer network through the cloud to access, view, and download numerous documents containing Plaintiff's confidential and trade secret information	Defendant Grailer

67

Novel Legal Questions (First Impression)



68



You are an expert lawyer. So am I.

Define "Affective Computing." Define it in the context of (1) insurance and (2) law.

Affective computing is a multidisciplinary field that explores how computers and related technologies can recognize, interpret, process, and simulate human emotions and emotional responses. This encompasses everything from emotion recognition technology such as facial expression analysis, voice pattern analysis, and biometric sensors, to emotion simulation technology such as virtual humans, emotion-aware conversational agents, and affective robots.

69



Now analyze how Affective Computing might be used to analyze an insurer's call-center interactions.

Emotion Recognition and Analysis: Affective computing can be used to understand and measure the emotional state of the caller in real-time. It can pick up nuances from voice patterns, choice of words, and speed of speech, providing valuable insights into the customer's emotional state. This can be invaluable in situations where the customer is highly emotional due to an event such as an accident or loss.

70



Now, in the context of an insurer using Affective Computing in the context of call-center interactions, please create an enumerated list of potential resultant legal issues.

1. Privacy Law Violations: Affective computing essentially involves collecting and analyzing emotional data from individuals. This raises serious privacy concerns. For instance, data protection regulations such as the GDPR in Europe and the CCPA in California stipulate strict requirements for personal data collection and processing.

2. Consent: It is vital to obtain informed consent from the users before collecting, processing, or storing their emotional data. Without explicit consent, the insurer may be liable for legal repercussions.

3. Data Security: The sensitive nature of emotional data makes it a potential target for data breaches. Firms using affective computing must ensure robust data security measures to prevent unauthorized access and data leaks. Failure to do so may result in legal issues.

71



For each of those issues above, expand upon them — providing five or more sub-bullets of additional legal and factual considerations.

Privacy Law Violations:

- Jurisdiction:** Different countries and regions have different privacy laws and requirements, so the jurisdiction in which the insurer operates or collects data will have implications for legal compliance.
- Types of Data:** Different categories of data may be subject to different levels of protection. Some jurisdictions classify certain types of personal data as "sensitive," which requires additional protection.
- Third-Party Sharing:** If the data is shared with third parties, additional obligations and considerations apply to ensure that these parties also comply with privacy laws.
- Data Minimization:** Most privacy laws require that companies collect only as much data as necessary for their purposes, which is a key consideration in designing affective computing systems.
- Retention:** Privacy laws often include rules about how long personal data can be retained, which affects how long emotional data can be stored.

72

Problem to solve:

"What are my odds of winning..."

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

73

Summary Judgment by a [Judgment] Dismissed 1/28/2021

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 130 Orders in 17 courts

This Court: Minnesota District ✓ 56% Granted of 222 known outcomes


This Judge: Susan Nelson 154 days avg. in 20 motions — decision

This Case Type: 840 Trademark

DOCKET ALARM

74

Problem to solve:



“Show me winning motions like mine!”

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

75

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

103 results sorted by Newest by filing date

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 (ID Minn, Oct 6, 2022)

Johna Dakroub and Michael J. Prati, Price Law Group, APC, 8245 N. 85th Way, Scottsdale, AZ 85258, for Plaintiffs Cattle 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 \$30,776 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.

File Document Analyze

No. 75 ORDER granting 16 Motion for Summary Judgment: granting in part and denying as moot in part
Document Sigler v Enlab Inc. et al. 0:20-cv-01389, No. 75 (ID Minn, Sep. 1, 2022)

Motion for Summary Judgment Granted

Among the cleaning and hygiene products that Enlab 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



76

Problem to solve:



“What claims have we done?”

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

77

Problem to solve:



“Draft a Motion Summary Judgment...”

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

78

No. 61 ORDER granting 35 Motion for Summary Judgment

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

103 results sorted by Newest by filing date

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 (ID Minn, Oct 6, 2022)

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File Document Analyze

No. 75 ORDER granting 16 Motion for Summary Judgment: granting in part and denying as moot in part
Document Sigler v Enlab Inc. et al. 0:20-cv-01389, No. 75 (ID Minn, Sep. 1, 2022)

Motion for Summary Judgment Granted

Among the cleaning and hygiene products that Enlab 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

LLM

79

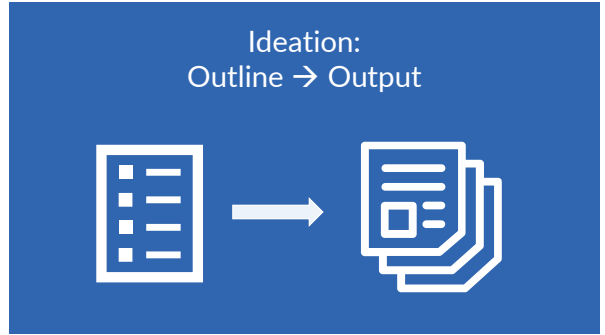
Deposition Extraction



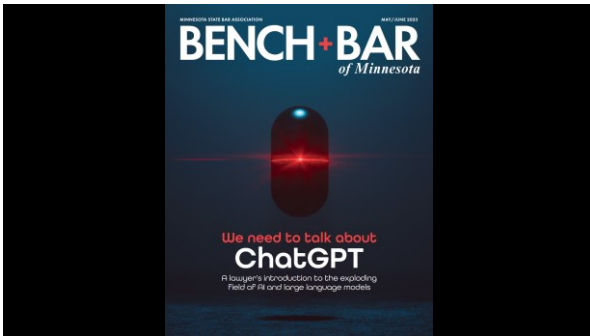
80



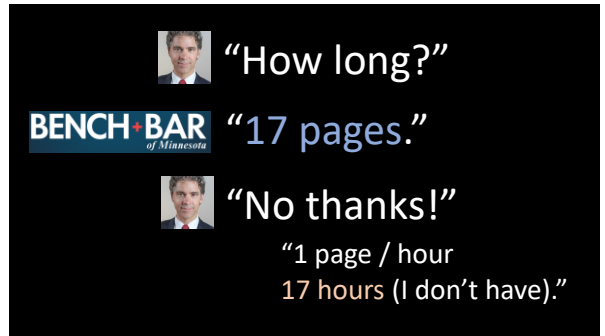
81



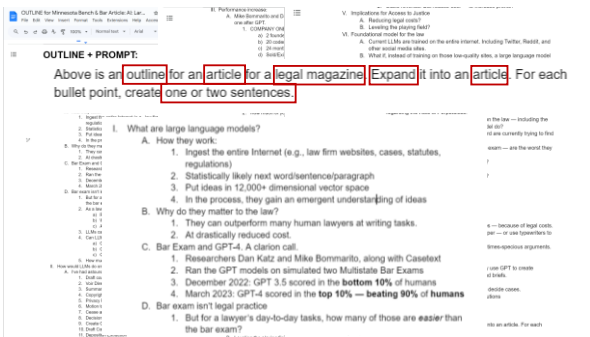
86



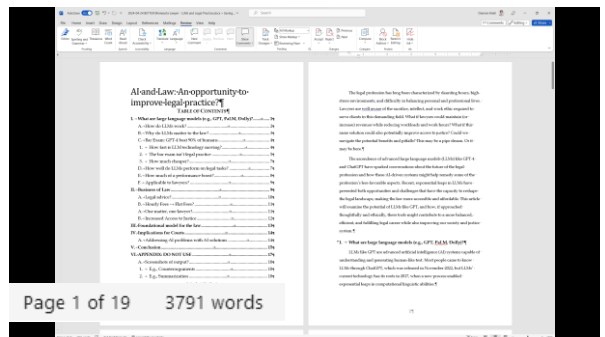
87



88



89



90

But not “done”!

Next 3 hours:

- Adding
- Editing
- Revising

Not “robot author”
Instead: “Author collaborator”

91

92

Who wrote my article?

93

Could ChatGPT (alone) generate these ideas?

Could you?

94


I did “one copy”
Ideas → Expression

95

I could do 1,000 copies!

96

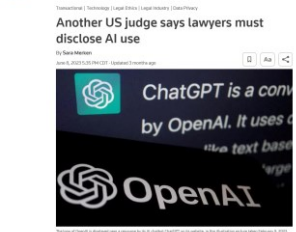
Not “robot author”



Ideation Generator

97

Judicial Orders



Do I need to disclose

- Spellcheck?
- Grammarly?
- Westlaw NLP?
- Clearbrief?
- vLex Research Assistant?

How I reviewed

- Paralegal work
- 1st year associate?

98

Rule 11:
“Everything here is accurate.”



99

IDEAS!
(not expressions)



100

101

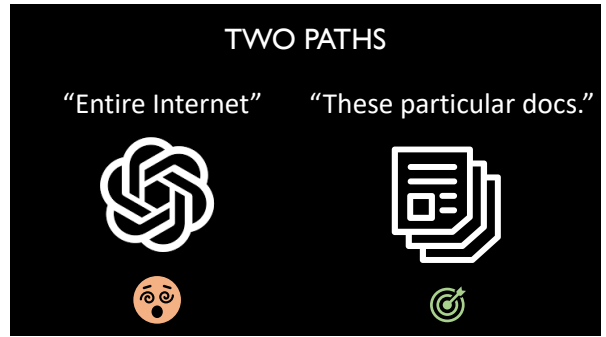
What about Hallucinations?



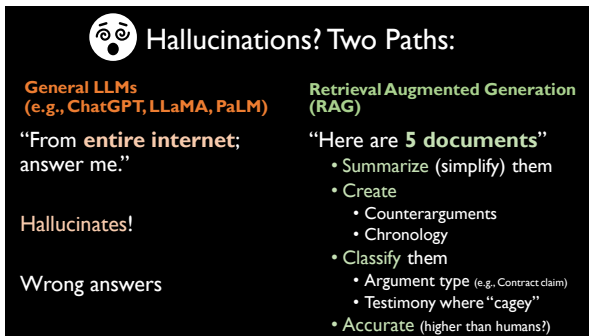
102



103



104



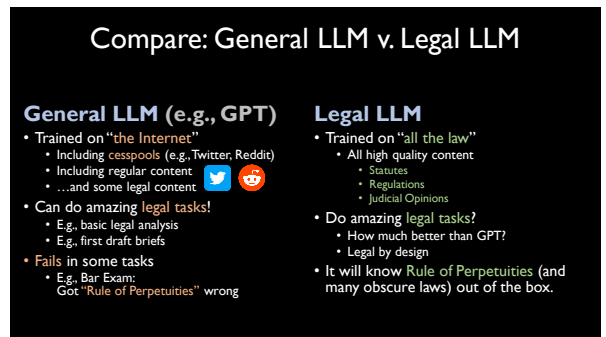
105



106



107




108

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

Trained on:


- Statutes
- Regulations
- Judicial Opinions




109

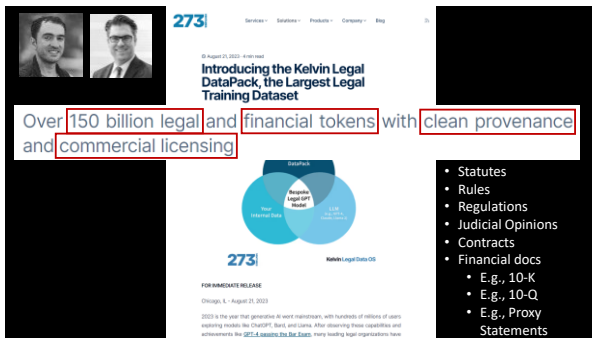
John Nay
Stanford + NYU
Law Foundational Model
(Legal LLM)

FREE

 Open Source



110



Over 150 billion legal and financial tokens with clean provenance and commercial licensing

- Statutes
- Rules
- Regulations
- Judicial Opinions
- Contracts
- Financial docs
 - E.g., 10-K
 - E.g., 10-Q
 - E.g., Proxy Statements

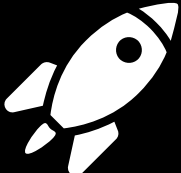
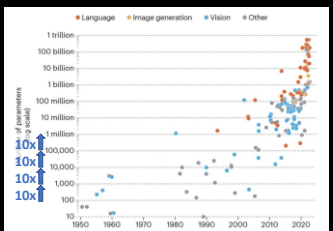
111



OpenAI vs Hugging Face models: dolly-v2-12b, gpt4all-j, gpt-7b, llama2, etc.

113

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

Log scale (10x), not linear

114

Zero Marginal Cost:

- 1980+ PCs: Duplicate
- 2000+ Internet: Distribute
- 2022+ AI: Generate, Distribute

115



Treatises

116

How do lawyers use treatises (mostly)?

- Table of Contents**
 - "Lay of the land"
- Jump to Section(s)**
 - Skim the commentary
 - Find **statutes + cases like mine**
 - ...in **my jurisdiction**.

117

21st Century Treatise

Treatise LLM + Law

118

How do lawyers use treatises (mostly)?

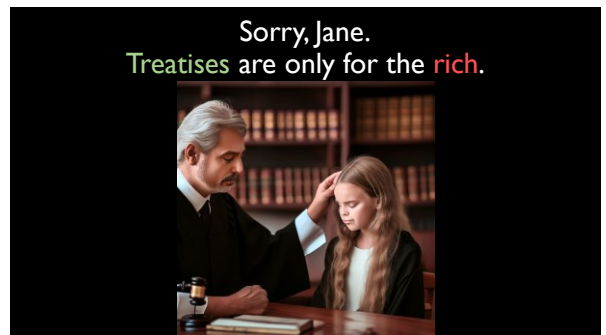
- Table of Contents**
 - "Lay of the land"
- Jump to Section(s)**
 - Skim the commentary
 - Find **statutes + cases like mine**
 - ...in **my jurisdiction**.

 ✓
 ✓


119



120



121

Ideas + Facts \neq Expression

Valuable Commodity

Reading Speed = Valuable

122

Idea-expression distinction

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.

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

Legal origins and status

123

Michael Bommarito (Hw/Hi/Hm) · 1st
 Author, entrepreneur, educator, investor.

Summarize everything published in today - but at **half the time** **usually** **writing** **in** **the** **morning**.

We live in incredible times.

LLMs: Take Ideas + Facts

Near-infinite expressions

Sorry to disrupt your morning tide,
 Commerce's Enforcement and Compliance crew
 conducted a sunset review of your tariff.

Sorry to disrupt your morning tide,
 Commerce's Enforcement and Compliance crew
 conducted a sunset review of your tariff.

Sorry to disrupt your morning tide,
 Commerce's Enforcement and Compliance crew
 conducted a sunset review of your tariff.

Sorry to disrupt your morning tide,
 Commerce's Enforcement and Compliance crew
 conducted a sunset review of your tariff.

124

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

Four years 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 dedicate - we can consecrate - we can dedicate - we can dedicate here to the unfinished work which they who fought here have thus far so nobly advanced. It is rather for us to be 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 those 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.

Which can you read more quickly? POETRY? Nope and understand more quickly? COMPREHENSION? Yup!

- Founding of a new nation
- Four score and seven years ago
- Met on a great battlefield
- Dedicated to equality
- Great Civil War
- Testing the nation's endurance
- Met on a great battlefield
- Dedication of the battlefield
- Final resting place for the fallen
- Fitting and proper act
- Limits of our dedication
- Cannot fully consecrate the ground
- Brave men's actions consecrate it
- Remember their sacrifice
- World may forget our sacrifice
- Cannot forget their deeds
- Our responsibility
- Dedicate ourselves to unfinished work
- Advanced duty by those who fought
- 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

125

Notice that, in order to connect the abstract with the reality of a particular situation, it is necessary to refer to the concrete details of the situation. This is done in the following passage from the Federal Register:

...the Federal Register, which is published daily, contains the text of all the rules, regulations, and orders of the Federal Government, as well as the text of all the public laws, statutes, and executive orders of the United States. It is a valuable source of information for all those who are interested in the activities of the Federal Government.

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126

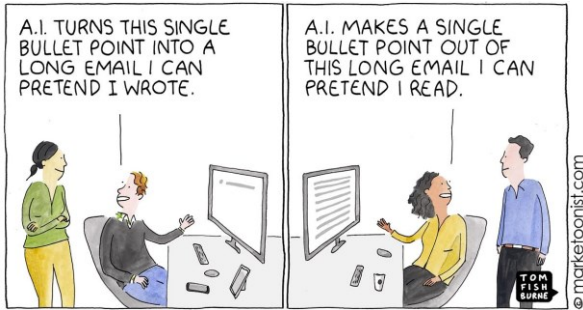
More detail on First Amendment considerations

Look like Law School Outlines/Summaries?

Which is easier to skim / read?

- Schenck v. United States
- Background
- Indictment in three counts
- Defendants' constitutional arguments
- Defendants' First Amendment defense
- Briefing
- Defendant Schenk
 - General secretary of the Socialist party
 - Member of Executive Board
 - Member of Executive Board
- Admissibility of evidence
 - Obtained through search seizure
 - Not excluded by the First Amendment
- Contentious discussion
- Critical Constitution 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
 - Speech that creates the character of speech
 - Spionage Act of June 15, 1917
 - Was meant to change the character of speech
 - Legal basis for charging the defendants
 - Amendment Act of May 16, 1918 did not affect the prosecution of offenses under the Espionage Act
- Supreme Court decision
 - Defendants' actions not protected by the First Amendment due to the danger they posed

127



128

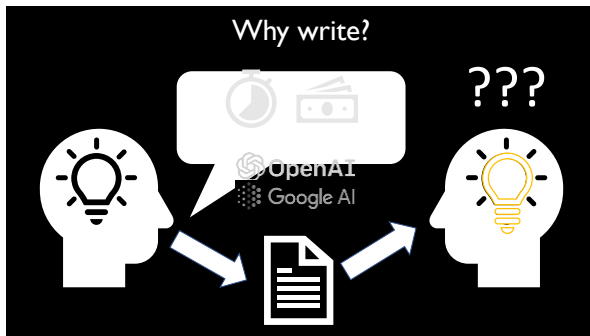
Ideas + Facts vs. Expression

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

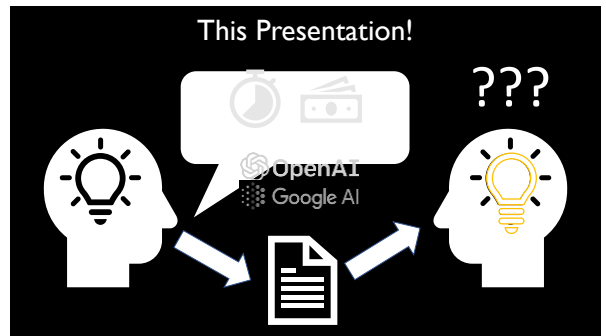
Ideas + Facts = Valuable.

Expression = Commodity

129



130



131

Medium = Message

132

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.

133

2023: How do readers read?

Bullet Points!

Summaries!

Lawyers = 2023 Readers!
Judges = 2023 Readers!

134

Structured Thinking Structured Data

135

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*

136

To determine whether common issues predominate, "a court must examine the plaintiff's theory of recovery and assess the nature of the legal and factual disputes likely to be presented."

Cases where the PLAINTIFF wins	Cases where the DEFENDANT wins
<p>Benton v. Telecom Network Specialists, Inc. 202 Cal. App. 4th 703, 183 Cal.Rptr. 3d 413 Cal. Court of Appeal, Second Dist., Div. Seven Oct. 16, 2013</p> <p>Bradley v. Networkers Internet, LLC 211 Cal. App. 4th 1129, 150 Cal.Rptr. 3d 898 Cal. Court of Appeal, Fourth Dist., Div. One Dec. 12, 2013</p> <p>Faulkbury v. Boyd & Associates, Inc. 218 Cal. App. 4th 220, 156 Cal.Rptr. 3d 632 Cal. Court of Appeal, Fourth Dist., Div. Three May 10, 2013</p> <p>Ramirez v. Balboa Thrift & Loan 215 Cal. App. 4th 765, 155 Cal.Rptr. 3d 518 Cal. Court of Appeal, Fourth Dist., Div. One Mar. 21, 2013</p>	<p>Munoz v. Chipotle Mexican Grill, Inc. 238 Cal. App. 4th 391, 189 Cal.Rptr. 3d 134 Cal. Court of Appeal, Second Dist., Div. One Jun. 30, 2015</p> <p>Koval v. Pacific Bell Telephone Co. 202 Cal. App. 4th 1050, 181 Cal.Rptr. 3d 895 Cal. Court of Appeal, First Dist., Div. One Dec. 31, 2014</p> <p>Duiley v. Sears, Roebuck & Co. 214 Cal. App. 4th 374, 154 Cal.Rptr. 3d 480 Cal. Court of Appeal, Fourth Dist., Div. One Mar. 20, 2013</p> <p>Hataishi v. First American Home Buyers Protection Corp. 202 Cal. App. 4th 1454, 168 Cal.Rptr. 3d 282 Cal. Court of Appeal, Second Dist., Div. Three Feb. 21, 2014</p>

137

Business of Law

138

Whose Perspective?

Client

139

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?)

140

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



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

141

Leverage?

1 lawyer; 1 matter?



Partner



Associates

142



COMPANY 1

2 founders
20 coders
24 months

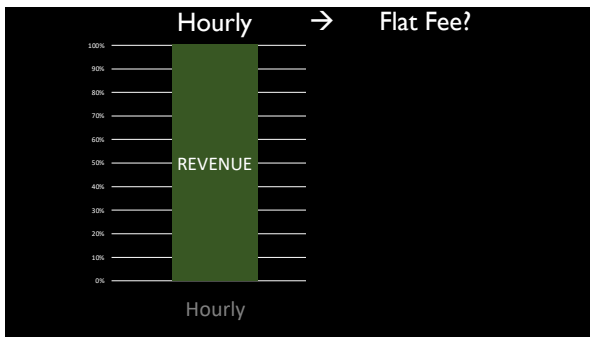
Sold/Exited



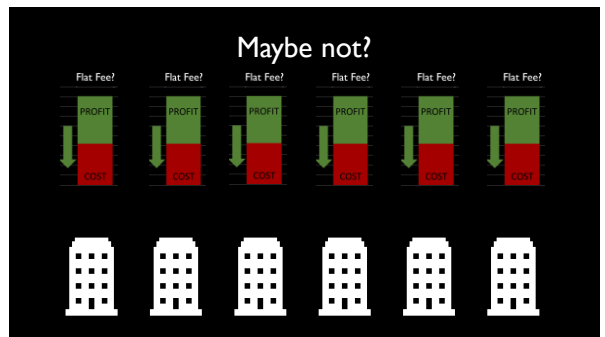
COMPANY 2

2 founders
NO coders
20 coders: No work
+ GitHub Copilot
= 10x to 100x speed
3 months

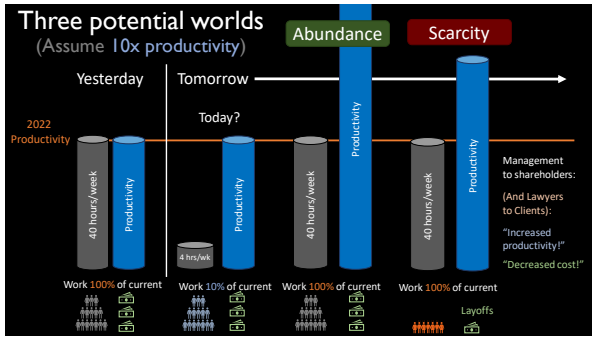
143



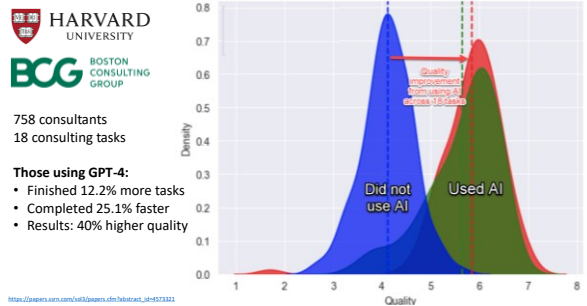
144



145



146



147

GEEKS AND A LAW BLOG Home About Contact Q

We believe AI could (optimistically) replace half of this work or ~20% of total time entered.

Charge Line Counts (Number of Time Entries)

	1	2	3	4	5	6	7	8	9	10	Avg
"DRAFT"	13.57%	16.07%	9.31%	15.28%	12.7%	12.91%	13.87%	12.64%	13.5%	12.18%	13.02%
"REVIEW" and not "DRAFT"	27.4%	26.32%	26.26%	25.36%	23.42%	26.57%	29.96%	28.37%	25.7%	21.3%	26.17%
Combined	40.98%	42.39%	35.57%	40.64%	36.11%	39.48%	43.82%	41.01%	39.19%	33.48%	39.19%

148

GEEKS AND A LAW BLOG Home About Contact Q

Generative AI Could Reduce Law Firm Revenue by 23.5%

by Ryan McClellan on August 2, 2023
by 3 Geeks (Ryan McClellan, Greg Lambert, and Toby Brown)

(This is part 2 in a 3-part series. The first part is [here](#). Part 3 is [here](#).)

The Big Idea: We found a much better dataset, though still small, from which to extrapolate actual effects of Generative AI on the legal industry.

Key takeaways:

- We got anonymized and summarized data for 10 corporate legal departments from LexisNexis CounselLink.
- The data showed that almost 40% of time entries, representing 47% of billings, could potentially use Generative AI.
- We estimate that a realistic initial upper limit for Generative AI would be to reduce that work by half, or 20% of time entries and 23.5% of revenue.

To test this scenario we ran a 20%/40% scenario, where 20% of partner hours and 40% of non-partner hours are displaced by Generative AI. Here's how that scenario would affect our baseline matter:

- Total hours reduced by 144 (-37%)
- Total Revenue reduced by -\$95 (-30%)
- Profit Dollars down by -\$42k (-26%)
- PPET down by -\$274k to \$2.3M (-10.57%)

Leverage (a.k.a. non-partner hours) in this scenario is reduced from 60% down to 53% and profit on this single matter is down 28%.

149



150



151



Darth Vaughn 

Don't worry about running out of work: I have plenty!

Regulation = Massively increased!

IF cost = lower
THEN I'll send you more work!

152



CRAVATH
CRAVATH, SWANE & MOORE LLP

Legal work...
...like LED Light Bulbs

- More **efficient!**
- So we leave them **on longer!**

153

ABUNDANCE?



154

Why do clients hire you?



Is lacking the best technology fine?

155

30-year-old medical devices?
And procedures?

156

MALPRACTICE:
If you *don't* use AI?

<p>Today</p> <ul style="list-style-type: none"> • You used books, not electronic research (wasted client funds) • Your discovery was in paper, not e-discovery • You didn't find something that a Google search would have revealed 	<p>Tomorrow?</p> <ul style="list-style-type: none"> • You took 10 hours to do a task that AI would have done in 2 minutes. • You missed an analogous case, since you researched with keywords, not AI. • You didn't find a piece of evidence that AI would have revealed.
---	---

157


Will Clients be satisfied with status quo?




After they play with ChatGPT?

158

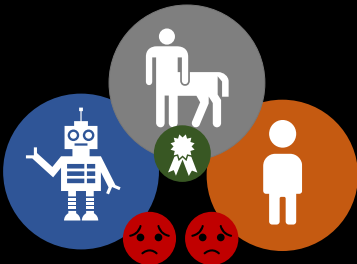
Building In-House Teams?



+ 

159

AI replace lawyers? No.



160

Judicial Assistant
Compare Arguments/Citations

Defendant	Plaintiff
<p>Motion for Summary Judgment</p> <ol style="list-style-type: none"> Breach of Contract (NY law) <ol style="list-style-type: none"> existence of a contract, plaintiff's performance thereunder, defendant's breach thereof, and resulting damages Trade Secret Misappropriation (NJ + Fed.) <ol style="list-style-type: none"> possession of a trade secret; and use of that trade secret by the defendant <ol style="list-style-type: none"> in breach of an <ol style="list-style-type: none"> agreement, confidential relationship or duty, or as a result of discovery by improper means 	<p>Response: Summary Judgment</p> <ol style="list-style-type: none"> Trade Secret Misappropriation (NJ + Fed.) <ol style="list-style-type: none"> possession of a trade secret; and use of that trade secret by the defendant <ol style="list-style-type: none"> in breach of an <ol style="list-style-type: none"> agreement, confidential relationship or duty, or as a result of discovery by improper means Breach of Contract (NY law) <ol style="list-style-type: none"> existence of a contract, plaintiff's performance thereunder, defendant's breach thereof, and resulting damages

161

Judicial Assistant
Compare Arguments/Citations

Element	Defendant	Plaintiff	Recommendation
Breach of Contract: Existence of K			
P's performance			
D's breach			

162

It works!

You are an expert lawyer. So am I.

I will eventually **attach six briefs**.

- DEFENDANTS GITHUB AND MICROSOFT'S NOTICE OF MOTIONS AND MOTIONS TO DISMISS PORTIONS OF THE FIRST AMENDED COMPLAINT IN CONSOLIDATED ACTIONS
- OPENAI'S MOTION TO DISMISS FIRST AMENDED COMPLAINT
- PLAINTIFF'S OPPOSITION TO DEFENDANTS GITHUB AND MICROSOFT'S MOTION TO DISMISS
- PLAINTIFFS' OPPOSITION TO OPENAI'S MOTION TO DISMISS
- DEFENDANTS GITHUB AND MICROSOFT'S REPLY IN SUPPORT OF THEIR MOTIONS TO DISMISS PORTIONS OF THE FIRST AMENDED COMPLAINT IN CONSOLIDATED ACTIONS
- CLASS ACTION DEFENDANTS OPENAI INC., OPENAI L.P., OPENAI OPKO, L.L.C., OPENAI GP, L.L.C., OPENAI STARTUP FUND GP I, L.L.C., OPENAI STARTUP FUND I, L.P. AND OPENAI STARTUP FUND MANAGEMENT, LLC'S REPLY IN SUPPORT OF MOTION TO DISMISS FIRST AMENDED COMPLAINT

You will see that all six documents make various arguments, — for various claims (also known as "causes of action") — but those arguments are spread across multiple documents.

Your Task:

- Summarize the Arguments**
- From each summary, provide the party's **best arguments**.

Your methodology and output:

Create up to **three headings and subheadings** and 1 to from the list of all of the claims:

- Article II heading
- Copyright Act/Patent/Tort Claims
- State Law Claims Fall Because No Allegation of Which State's Facts Apply
- DMCA Claim (Removal or Alteration of DMCA)
- Statistical and Negligent Interference with Prospective Economic Relations
- Unjust Enrichment
- Unfair Competition
- Wrongful

Next: Create subheadings up to:

- Defendants argue
- Plaintiff argue
- Defendants argue (Reply Brief)

Under each of these subheadings, create further points:

- Summary**: Summarize the party's arguments
- Website**: Provide the party's best website

163

Here is a summary of the arguments in the motion briefs you provided:

1. **Article III Standing**

- Defendants Argue**
 - Summary:** Plaintiffs fail to establish Article III standing for damage claims because they do **not allege any factual injury** caused by Defendants.
 - Verbatim:** Plaintiffs lack Article III standing to pursue claims for damages, all requests for or assertions of entitlement to monetary relief should be dismissed from the case. **Plaintiffs have not undertaken conduct** in order to give rise to a claim.” (Defendants GitHub and Microsoft Motion, pp. 1, 9-12)
- Plaintiffs Argue**
 - Summary:** Plaintiffs argue they have established standing by alleging specific instances where **their code was emitted by Copilot without proper attribution** showing they suffered a **particularized injury**.
 - Verbatim:** Plaintiffs allege Codex and Copilot have **emitted code that matches their Code** in violation of the attached license **directly causing injury** to them as a result... Plaintiffs are entitled to redress in the form of money damages for each such incident.” (Plaintiffs’ Opposition to GitHub and Microsoft, pp. 5-10)

164

Not “deciding.” Clerks’ head start.

165

Better Writing: Customized to an Audience

166

Judicial Opinion

167

You are an expert lawyer. So am I.
Attached is a judicial opinion. Provide a 3 page summary in bullet points.

Parties and Claims

- This is a **class action lawsuit** against Farmers insurance companies, brought by plaintiffs who purchased **auto insurance policies** from Farmers.
- Plaintiffs bring claims under the **Minnesota Consumer Fraud Act (MCFA)**, the **Minnesota Deceptive Trade Practices Act (MDTPA)**, and for **breach of contract**.

Classes Certified

- Two classes certified:
 - Damages Class** for **MCFA claim**
 - Injunctive Class** for **MDTPA and breach of contract**

168

Great. Now take this bullet point summary, and explain it to a **reader that is a high school graduate**.

Some people sued Farmers Insurance because they think Farmers did something illegal. These people all bought car insurance from Farmers. They are mad because they claim Farmers made **secret deals with doctors and hospitals**. The deals said the doctors could not send bills to Farmers if they treated someone who had Farmers insurance.

Both sides brought **experts to testify**. But the judge said **all the experts can testify** because **their methods seem good enough**.

For the class asking for money damages, the judge said they can sue for fraud based on Farmers hiding the deals from them. So **the lawsuit will continue**. The **money damages class** has to prove the **secret deals** caused them harm. The other class already got an order to make Farmers stop using the deals.

169

Great. Now rewrite that bullet-point summary like you're a **chill pirate lawyer**. Your audience is your **ship's crew** who are your **clients**.

170

Idea/Expression → 1,000+ Expressions

171

“Language is the central tool of our trade.”

(Large Language Models are really good at language.)

172

Access to Justice

173

Access to Justice

<p>Today</p> <ul style="list-style-type: none"> • 80% of legal needs unserved • They want to buy • Nobody's selling 	<p>Tomorrow?</p> <ul style="list-style-type: none"> • 5x productivity • Expand volume • Lower costs • Flat fees • Expand the pie? (to 80% latent market)
---	--

174

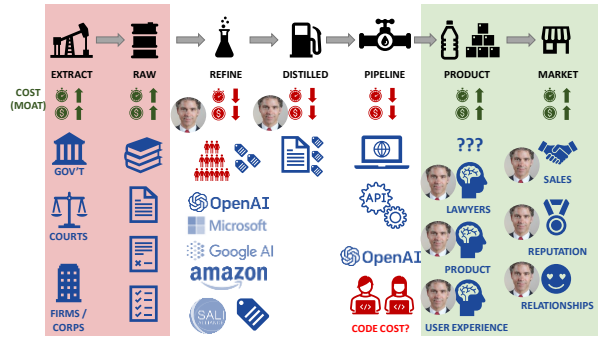
RICH? POOR?

EQUAL JUSTICE UNDER LAW

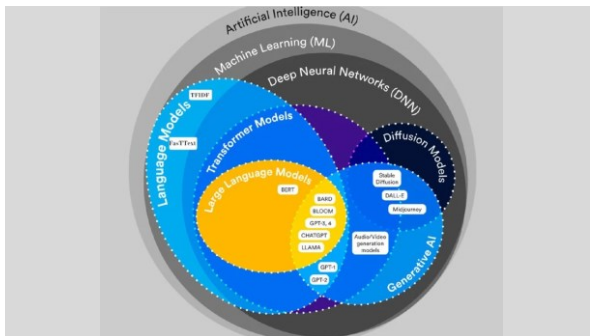
175



176



177



178

179

What if PACER (and state-court equivalents) could be:

- Free (open source)
- Software = Free
- Implementation = Lower Cost
- Secure
- More helpful to judges?

180

Nature of Suit = Inadequate

Nature of Suit 840 Trademark

Cause 15:1125 Trademark Infringement (Lanham Act)

"Find cases' claims"

SALI ALLIANCE

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

36. Plaintiff realleges and incorporates by reference the foregoing paragraphs in which National Presto has no adequate remedy at law.

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

82. Plaintiff realleges and incorporates by reference the foregoing paragraphs in

COUNT V - FALSE DESIGNATION OF ORIGIN UNDER 15 U.S.C. § 1125

91. Plaintiff realleges and incorporates by reference the foregoing paragraphs in

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

98. Plaintiff realleges and incorporates by reference the foregoing paragraphs in

181



SHOW OF HANDS:


182



183

Law = Public's Free Access

"The animating principle behind this rule is that **no one can own the law**. 'Every citizen is **presumed to know the law**,' and 'it needs no argument to show ... that **all should have free access**' to its contents."



DISAGREE?


SCOTUS: Georgia v. Public.Resource.org, Inc., 140 S. Ct. 1498 (2020)

184

OpenAI

TAKE IT DOWN!

But how?



185

Google Scholar

elements of breach of contract under new york law

About 229,000 results (8.44 sec)

Case law


Haraco Corp. v. Segul
91 F.3d 337 - Court of Appeals, 2nd Circuit, 1996 - Google Scholar
... that reasonable reliance must be proved as an **element** of a ... cash flows or future financial condition (or any **component** thereof) of ... a forum in which Haraco's claim for **breach** of fiduciary ...

JP Morgan Chase v. JH Electric of New York, Inc.
694D 3d 862, 693 NYS 2d 237 - NY Appellate Div., 2nd Dept., 2010 - Google Scholar
... the complaint **adequately** alleges all of the essential **elements** of a cause of action to recover damages for **breach of contract**, to wit: the existence of a **contract**, the plaintiff's ...

Johnson v. Nexxel Communications, Inc.
688 F.3d 131 - Court of Appeals, 2nd Circuit, 2011 - Google Scholar
... The **elements** of a claim for **breach** of a fiduciary obligation are ... It is also plain that, if there was a **breach**, it could ... Appellants contend that LMB **breached** its fiduciary duty to the claimants ...

Diesel Props Srl v. GREYSTONE BUSINESS CREDIT
631 F.3d 42 - Court of Appeals, 2nd Circuit, 2011 - Google Scholar
... that Diesel failed to prove the causation **element** of its ... failed to establish its claim that Greystone **breached** the TSA, ... to provide such purchase orders did not constitute a material **breach** ...

Law: Free Access



Take it down!

186

Google

Elements of a breach of contract claim under New York law?

Generate AI to experiment. Let's quality may vary

To establish a breach of contract claim in New York, a party must prove the following four elements:

- Contract: A valid, enforceable contract between the parties.
- Performance: The party seeking recovery performed their part of the contract.
- Breach: The other party failed to perform their part of the contract.
- Damages: The non-breaching party sustained damages as a result of the breach.

A breach of contract is a failure to perform a promise that forms all or part of the contract without legal excuse.


This is not legal advice. You may want to consult a lawyer about this question.

What are the elements of a contract under New York law? What is a material breach in New York contract law?

The elements of a breach of contract claim are (1) the **existence** of a contract, (2) performance by the party seeking recovery, (3) non-performance by the other party, and (4) damages attributable to the breach.

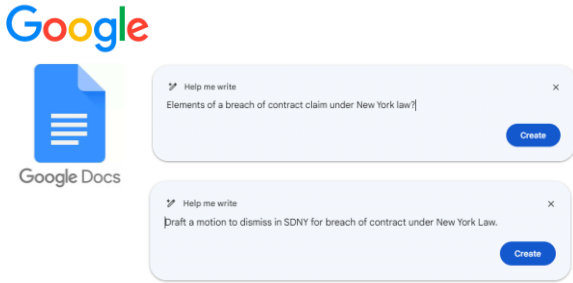
Breach of Contract - New York Business Lawyer

Law: Free Access

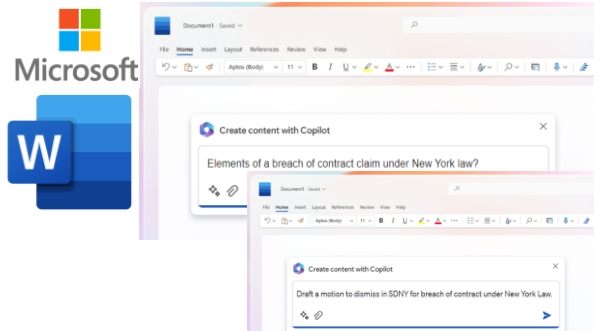


Take it down!

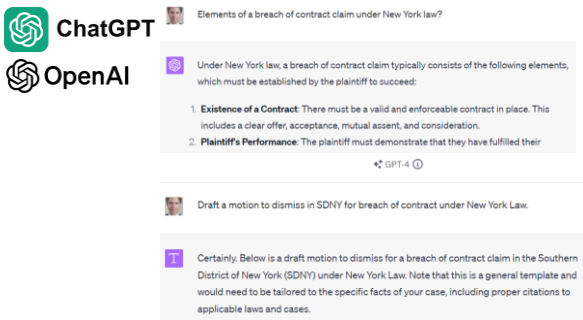
187



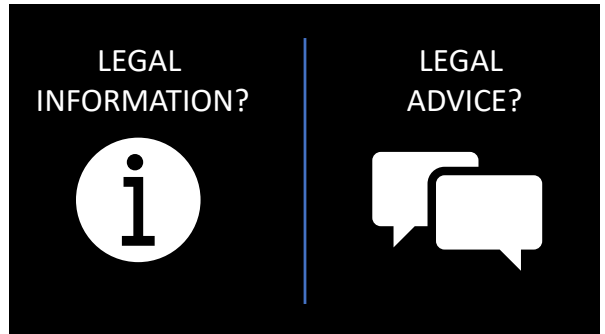
188



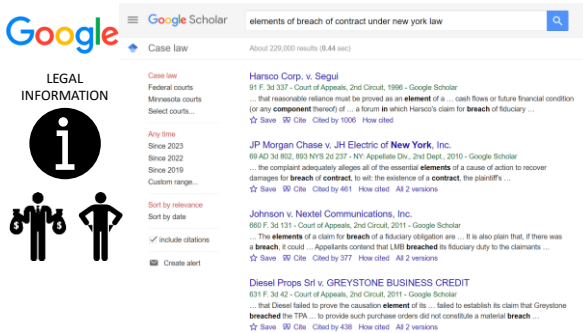
189



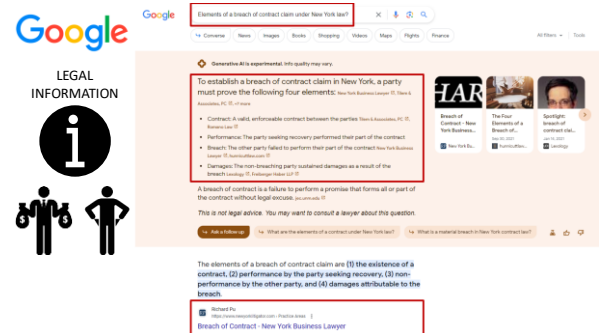
190



191



192



193

LEGAL INFORMATION

Take it down!

194

THOMSON REUTERS
WESTLAW RICH? POOR? Google Scholar

EQUAL JUSTICE UNDER LAW

195

LEGAL INFORMATION

COMING SOON

Generative AI is coming to Westlaw Preci

Thomson Reuters is committed to delivering Gen AI capabil Precision by the end of the year. Usarade now and be amon

LexisNexis Brings Lexis Create to U.S., Announces Capabilities Ahead

196

Have we ever successfully slowed technology?

ETHICS! ETHICS! ETHICS! ETHICS!

Everyone used it. Everyone used it. Everyone used it. Everyone used it.

PERMITTED! PERMITTED! PERMITTED! ??? (TBD)

197

SHADOW IT

198

Access to Justice

199



Jane

Employment Discrimination Victim
(Valid Claim)

Income:
\$18,000
(No Legal Aid)

200

Jane's Options

OLD WORLD	NEW WORLD
	


201



RICH? POOR?


202

Sorry, Jane.
Better tools are only for the rich.



203

Judicial Docs = Facts
(in a "post fact" society)



204

We used to have him:



205

Now we have these:

AllSides Media Bias Chart™
 Ratings based on online, U.S. political content only — not TV, print, or radio.
 Ratings do not reflect accuracy or credibility; they reflect perspective only.

The chart displays logos for numerous news organizations, including CNN, Fox News, MSNBC, NPR, PBS, and many others, arranged in a grid with color-coded bias indicators.

206

Shared source of “facts” and “truth”?

A photograph of a courtroom interior, showing a judge's bench, a gavel resting on the desk, and rows of wooden chairs for the audience.

207

Judges + Juries = “Factfinders”

A blurred photograph of a person, likely a juror or judge, in a courtroom setting, with the text 'Judges + Juries = “Factfinders”' overlaid.

208

Last bastion:
Human Generated + “Factual”?

Two pages of a legal document or report, showing text and a table with columns for 'Factual' and 'Human Generated'.

209

“Great — let’s use judicial opinions to improve society!”

A graphic featuring a superhero flying over a building with the text 'THE LAW SUPERHEROES' on the facade.

210

Cost of PACER docs (“public” law + facts)?

\$2,000,000,000

Logos for Thomson Reuters Westlaw, v|lex, and LexisNexis.

211



212



213



214



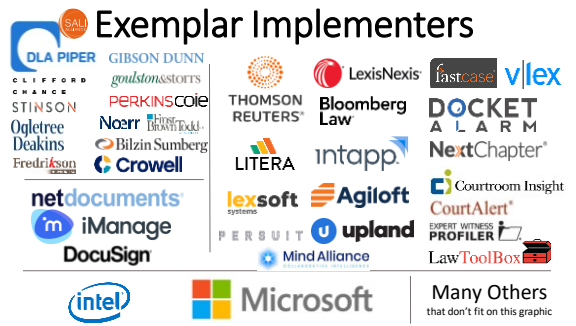
Nonprofit Standard

Taxonomy / Ontology
to Structure Legal Data

215



216



217

218



219

- 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?

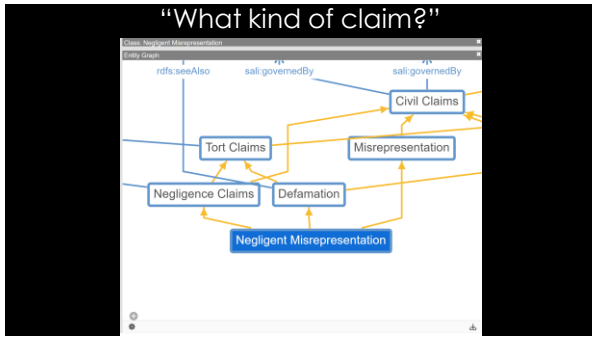
- ...for every single *thing that matters*
- And what if a tool could mark doc boundaries:
- ...between document sections
 - ...for every single *thing that matters*

220

221

222

223



224

Counting "it depends"
...and resolving lawyers' arguments
...since 2017.

225

Matter Metadata

Documents

Transactional Law: M&A

Timekeeping + Project Mgmt.

Smith v. Jones 1.7
Acme Corp. v. Beta Inc. 2.1
Global Services v. Delta LLC 3.4

Dispute

Completed relevant legal research, issues and conflicts in preparation for mediation/ADR and Conciliatory session

WHO TAGS?

- Vendors? (NLP + ML)
- Providers/Firms?
- Clients (probably not)

226

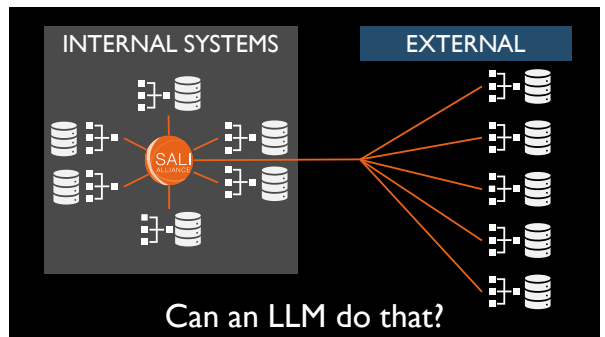
Not everything you can count actually counts.

Not everything that counts is countable.

227

TAXONOMIES vs. LLMs

228



229

Standardized API

Taxonomies enable interoperability
LLMs cannot

230

What can Tags/Taxonomies do — that LLMs cannot?

- 1 High Precision + Recall
- 2 Interoperability

231

Complete + Well-Structured Data?

YES, PLEASE!

232

What problems does that solve?

233

Problem to solve:

Motion_FINAL_FINAL4_REALLY_THE_LAST_ON E_8.doc

DMS have the final version?
Provenance (source)?

234

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

235

National Presto Industries, Inc. v. U.S. Merchants Financial Group, Inc.
0:18-cv-02321 | Minnesota District Court

Division: DMN
Judge: Judge Susan Richard Nelson
Filed: Dec. 4, 2018
Terminated: Feb. 30, 2023
Case Page: APPEAL, COINTEL, CIVIL and PROTO

Augment DMS

Each of these:
Actually filed!

236

Firm Ogletree Category - Dispositive

Track Search Export Download All API

Summary Judgment by A Judgment Dispositive 1/28/2021 Verdi & Ogletree X

NOT FIRM EXACT: VIGGINS BEWELL & OGLETREE A Category - Dispositive A

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

4,845 results

237

DOCKET ALARM

Summary Judgment by A Judgment Dispositive

SALI ALLIANCE

Exemplar Implementers

Motion for Summary Judgment

238

Problem to solve:

"What are my odds of winning..."

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

239

Nature of Suit 840 Trademark
Cause 15:1125 Trademark Infringement (Lanham Act)
Jury Demand Both

:OTO

Show Interact

Response Reply Pleading Deadline

Summary Judgment by A yd gment

In Line: Exclude Document by F

240

Problem to solve:

"Show me winning motions like mine!"

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

241

Cause 15:1125 Trademark Infringement (Latham Act)
 Jury Demand Both

ROTO

Judge Susan Nelson

Motion for Summary Judgment, Order, Granted

98 results

98 results sorted by **Newest** (by filing date)


No. 61 ORDER granting 35 Motion for Summary Judgment Document For Lund et al v Experian Information Solutions, Inc. et al 0:21-cv-00731, No. 61 (D.Minn. Oct. 6, 2022) [View Motion for Summary Judgment](#) [View Document](#)

Jenna Davroub and Michael J. Plat, 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 Plaintiff's 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 \$488.

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 Plaintiff suffered from severe emotional distress. At times during his testimony, Mr. Forland 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 court. I, uh, today, and keep drumming it up.

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

[View Document](#) [Analyze](#)



242

Problem to solve:



"What experience do we have?"

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

243

Analytics for the Firm Profile - Ogletree

Summary

Law Firm Profile for Firm Ogletree

Party Preference: 27% (Ogletree)


Case Type Preference: 0% (2700 proceedings), 100% (Law Case Type Law)

Overall: 17,400 new proceedings

Average Rate: 2.1/day average new proceedings over all

Fast Document: 240 total new proceedings in the past three months

Average Rate for Fast Documents: 2.7/day average new proceedings in the past three months

244

Problem to solve:



"Which other firms does my client hire?"

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

245

Analytics for the Party Profile - Hartford Life

Party Profile for Party Hartford Life

Party Preference: 95% (Hartford)

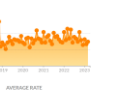

Case Type Preference: 0% (2700 proceedings), 100% (Law Case Type Law)

Overall: 3,762 new proceedings

Average Rate: 1.0/day average new proceedings over all


Fast Document: 97 total new proceedings in the past three months

Average Rate for Fast Documents: 1.1/day average new proceedings in the past three months

246

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?

247

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 Δ PROPOSED ORDER TO JUDGE re 744 Attorney's Fees filed by U.S. Merchants
3/8/2023	744	Motion for Bifurcation by Δ Joint MOTION to Bifurcate Adjudicati Group, Inc., (Manske, William) (Ente
3/6/2023	743	NOTICE of Withdrawal as Attorney f
3/6/2023	740	Order

248

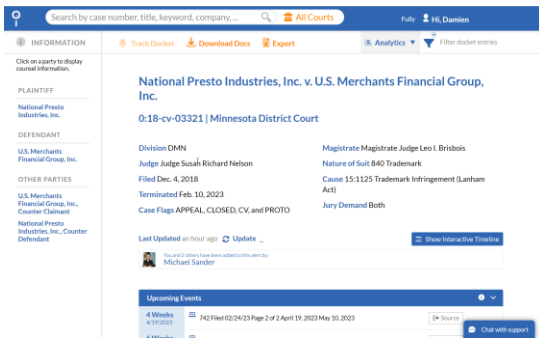
Problem to solve:



“How to quickly get up to speed?”

- What important filings?
- What outcomes?

249



250

Problem to solve:




How to quickly find things I need?

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

251

Problem to solve:




“What claims have we done?”

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

252

Nature of Suit Codes suck



Nature of Suit 840 Trademark
Cause 15:1125 Trademark Infringement (Lanham Act)

- COEST I - FEDERAL TRADE INFRINGEMENT UNDER 15 U.S.C. § 1115 FOR THE APPEARANCE OF THE PRODUCT**
- COEST IV - FEDERAL TRADE INFRINGEMENT UNDER 15 U.S.C. § 1115**
- COEST V - FALSE DESIGNATION OF ORIGIN ON THE SALES RECEIPTS UNDER 15 U.S.C. § 1125**
- COEST VI - COPYRIGHT INFRINGEMENT UNDER 17 U.S.C. § 501**

253

“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-allleges 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

87 Plaintiff re-allleges and incorporates by reference the foregoing paragraphs as

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

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

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

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

SALI

OpenAI

DOCKET ALARM

254

Problem to solve:

Merge Private Data → Public Data

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

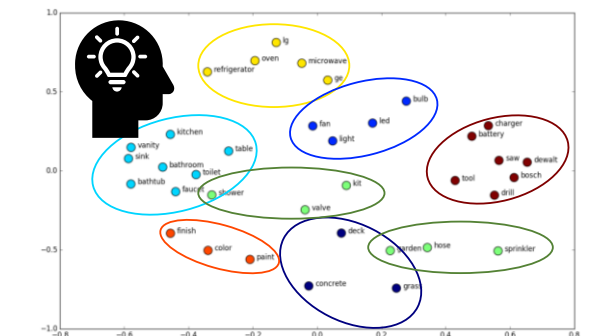
255

Ideas vs. Expression

IDEAS
Uncopyrightable

EXPRESSION
Copyrightable

256



257

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

Geographic Boundaries

INPUT ↑ OUTPUT →

NEW

COMMON? FACTS? = Unoriginal? = Uncopyrightable!

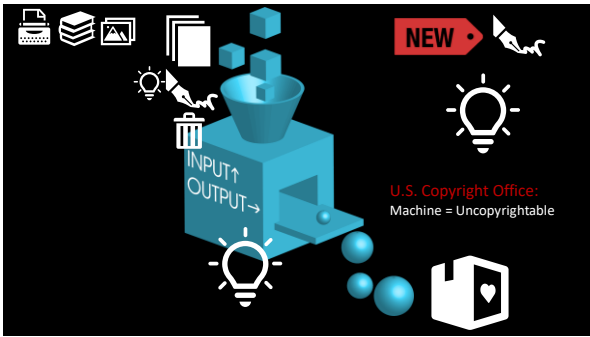
258

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

INPUT ↑ OUTPUT →

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

259



260



261

REUTERS® World Business Markets Legal Breakingviews Technology Investigations Spor

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.

262

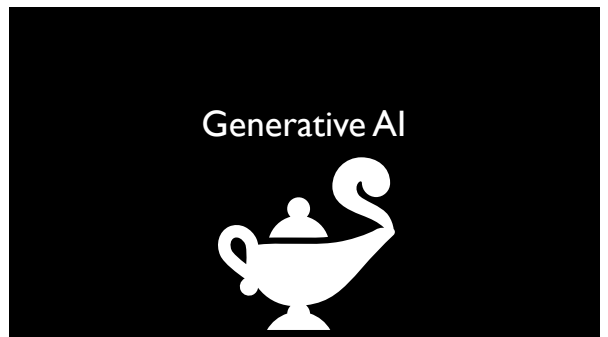


263

LARGE LANGUAGE MODELS

🐘 🧠 → Insights

264



265

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)

266

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]

OpenAI

Bing

267

Approaches

Bullshitter

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 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 some type of loss as a result of the other party's breach.

OpenAI

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 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!

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 attorney's fees and costs.

Dismissed! SANCTIONS!

268

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 established:

1. the existence of the terms and 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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Bing

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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" (Carrau v. Ca. v. Security Pacific Business Credit, Inc. (1990) 222 Cal.App.3d 1371, 1388).

269

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.

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OpenAI

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" (Carrau v. Ca. v. Security Pacific Business Credit, Inc. (1990) 222 Cal.App.3d 1371, 1388).

270

Approaches

Researcher

Breach (2 contract) / 15 elements

Current Sources: [Sources]

The Court holds that the Plaintiff's Motion to Dismiss presented to Federal Rule of Civil Procedure 12(b)(6) is **denied**. 12(b)(6) is **denied** on the basis of the following reasons:

The Court finds that the Plaintiff has failed to establish that the Defendant's breach of contract was a legal violation. The Court finds that the Plaintiff has failed to establish that the Defendant's breach of contract was a legal violation. The Court finds that the Plaintiff has failed to establish that the Defendant's breach of contract was a legal violation.

OpenAI

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" (Carrau v. Ca. v. Security Pacific Business Credit, Inc. (1990) 222 Cal.App.3d 1371, 1388).

271

Researcher

1. Write a paragraph analyzing the law. The court in *Plaintiff v. Defendant* (2023) 154, 155 (2023) found that the defendant's obligation to provide a copy of the contract to the plaintiff was a contractual obligation. The court in *Plaintiff v. Defendant* (2023) 154, 155 (2023) found that the defendant's obligation to provide a copy of the contract to the plaintiff was a contractual obligation. The court in *Plaintiff v. Defendant* (2023) 154, 155 (2023) found that the defendant's obligation to provide a copy of the contract to the plaintiff was a contractual obligation.

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272

Generative "AI" Implementation?
Irony Quotes Intended

- Propositions first (user chooses)
- Citations next

Researcher

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273

Which is better?

Bullshitter

Researcher

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274

Generative AI Implementation?

Bullshitter

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Nonstarter. Competitors who try this will fail.

275

Which is better?

Bullshitter

Researcher

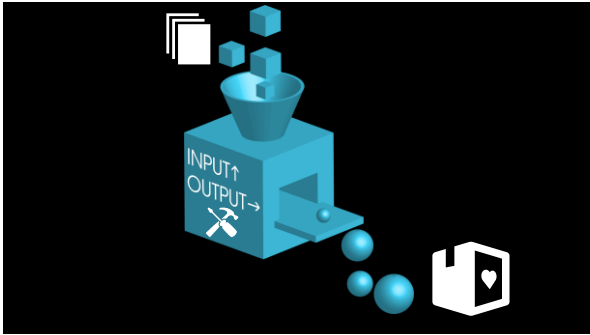
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276

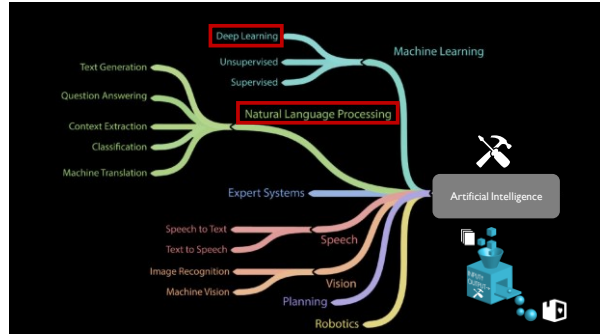
WHAT QUESTIONS DO YOU HAVE?

?

277



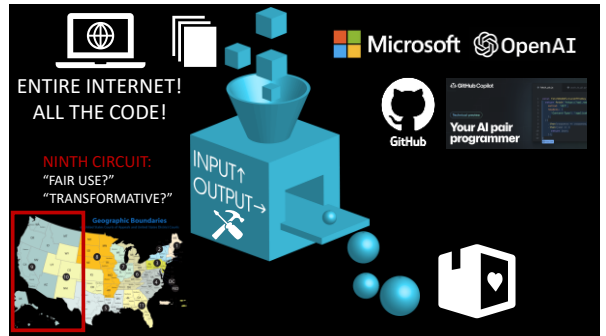
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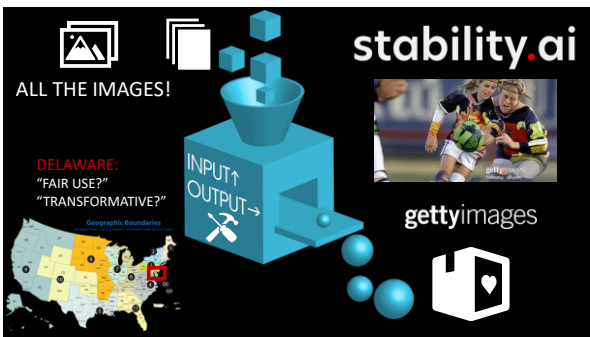
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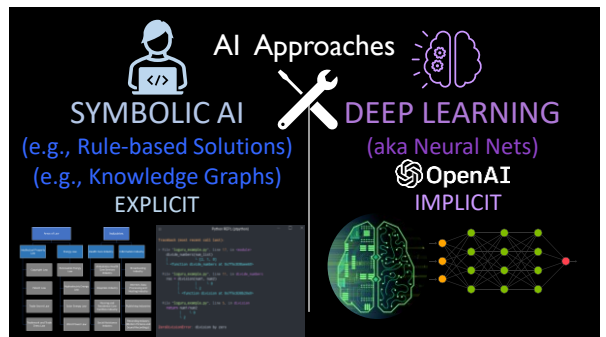
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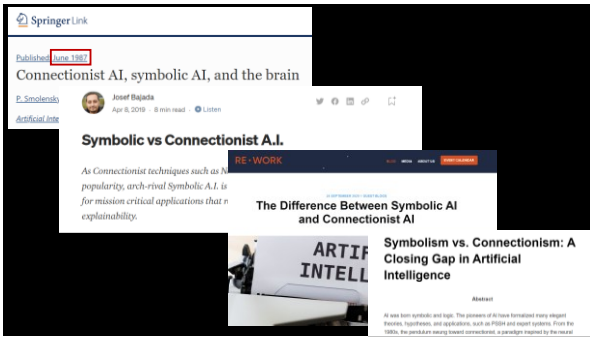
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282



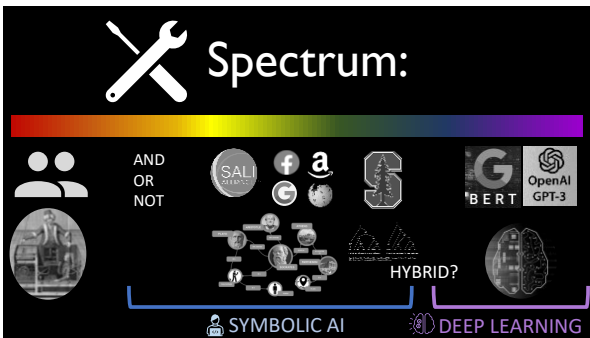
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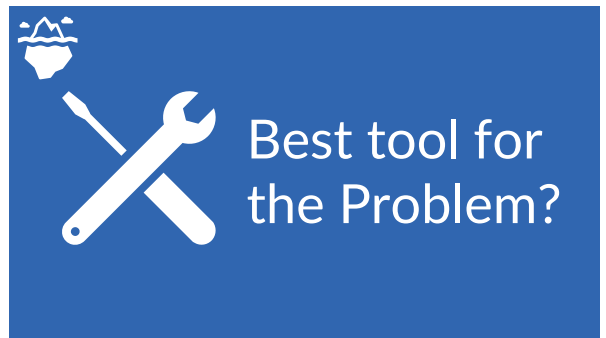
284



285



286



287



288



289



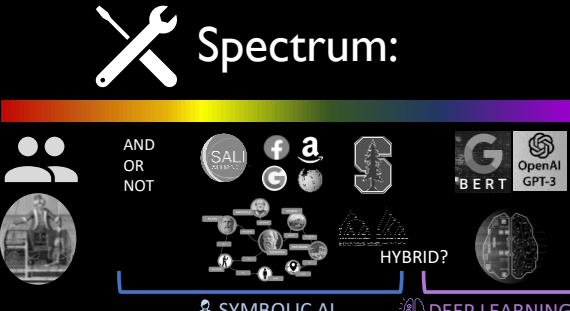
"Did you use **Blockchain**?"
"Nope, **SQL** is faster/cheaper/better!"

290



"Did you use **ChatGPT**?"
Is it the **right** tool for the Problem/Solution?"

291



Spectrum:


AND OR NOT

SYMBOLIC AI DEEP LEARNING

HYBRID?

292

SYMBOLIC AI




293

Knowledge Graphs



294

Problem to solve:



"How to quickly get up to speed?"

- What important filings?
- What outcomes?

295

Problem to solve:




“What **experience** do we have?”

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

296

Problem to solve:



“Which other firms does my client hire?”

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


297

LLMs Creating Knowledge Graphs
Bommarito/Katz Tax Graph

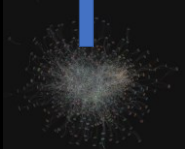
<https://tax-graph.273ventures.com/>

298

TOP DOWN KNOWLEDGE GRAPH



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



A blue arrow points from the bottom-up graph to the top-down graph.

299

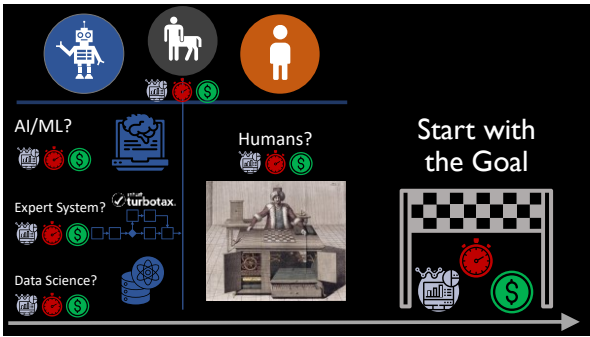
Retrieval Augmented Generation

300

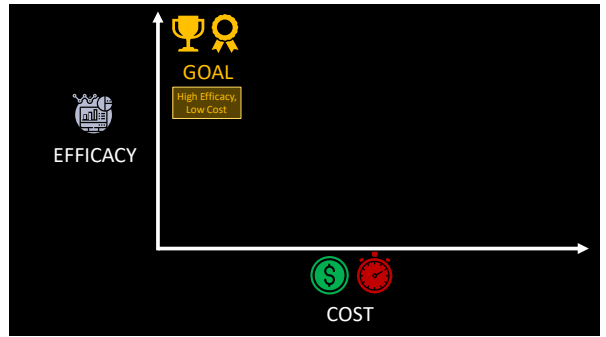
For law / legal tech, what's better?



301



302



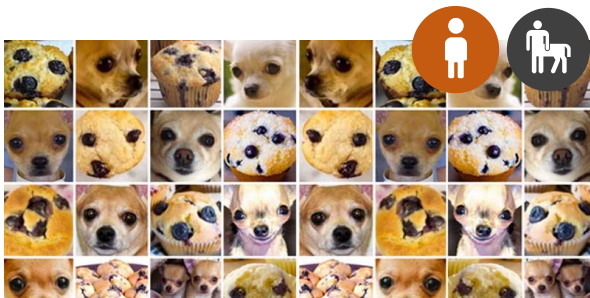
303

	TEST: "In Results!"	TEST: "NOT in Results."
REALITY: "It was there!"	TRUE POSITIVE	FALSE NEGATIVE
REALITY: "It wasn't there."	FALSE POSITIVE	TRUE NEGATIVE

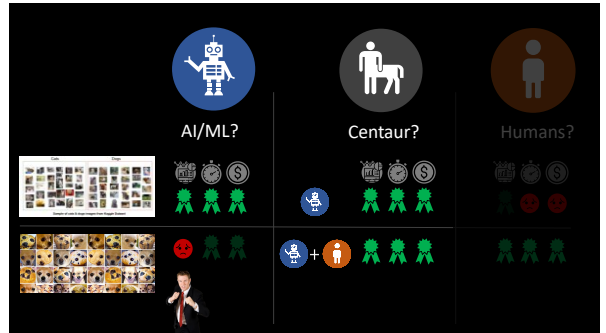
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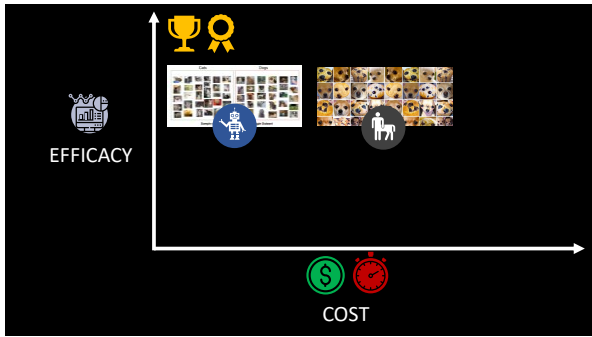
305



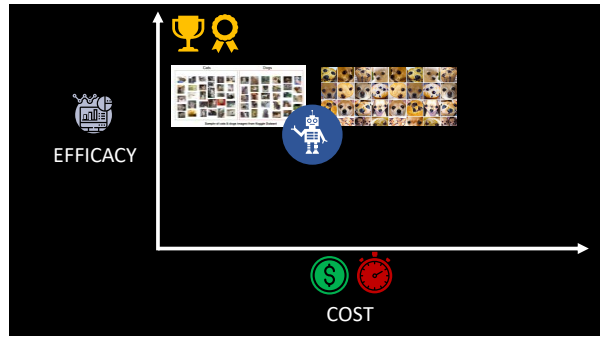
306



307



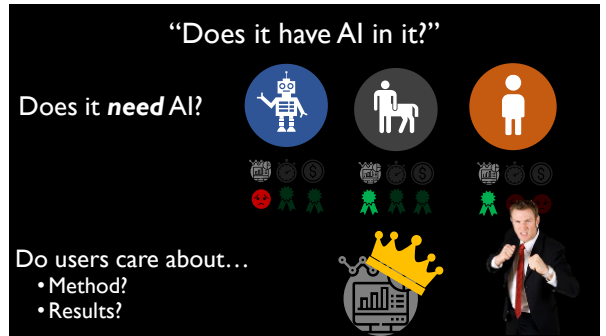
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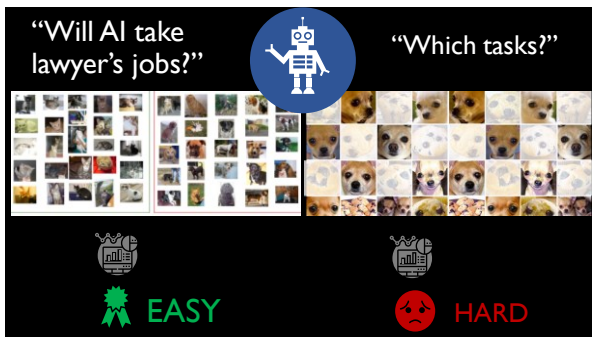
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310



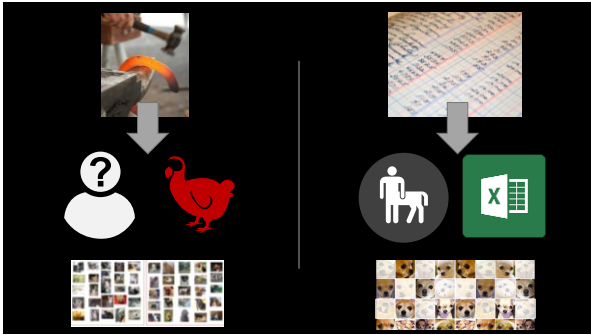
311



312



313



314

Autonomous Legal Agents

326

Lawyers:
Prompt-writing since the 1200s!

327

Lawyers = Operational Thinking

328

LLMs + Access to Justice

329



330

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?

332

333