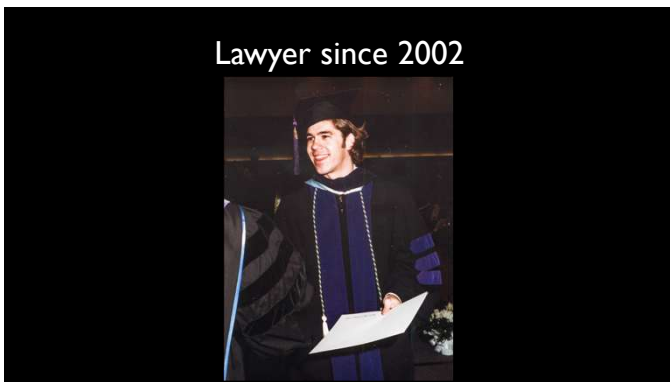


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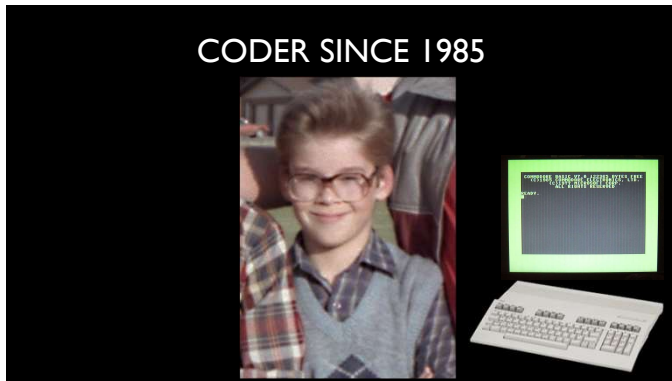
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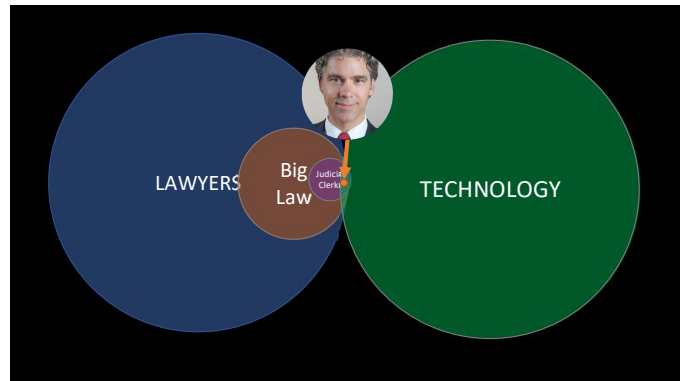
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9

Meta

Stroz Friedberg an Aon company

Pursuing Forensic Audits to Investigate Cambridge Analytica Claims

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

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



11

prayingforevils @prayingforevils · Aug 27

My guy made forest every single melody in human history then copyrighted them all!

Elon Musk @elonmusk · Aug 28

This guy rocks!

136 90 1,910 115.4K

Elon Musk @elonmusk · Aug 28

This guy rocks!

12



13



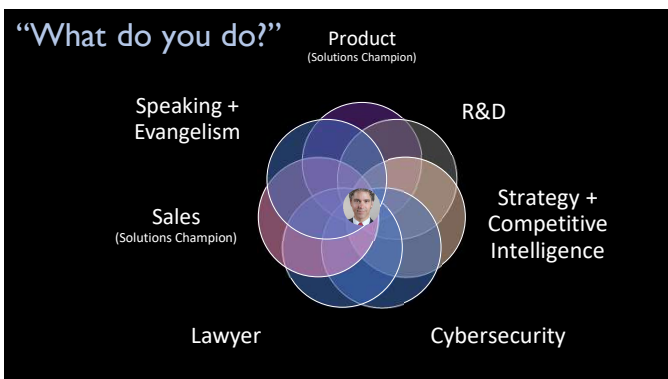
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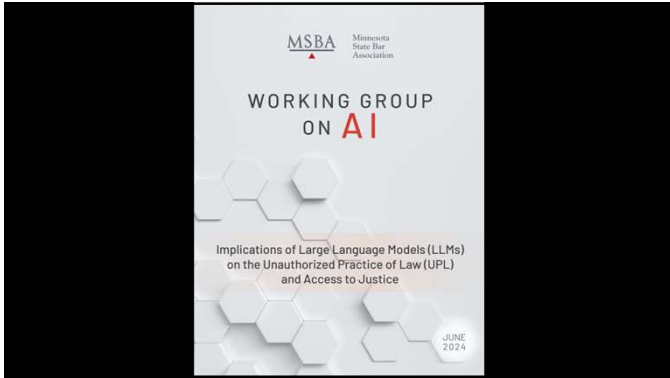
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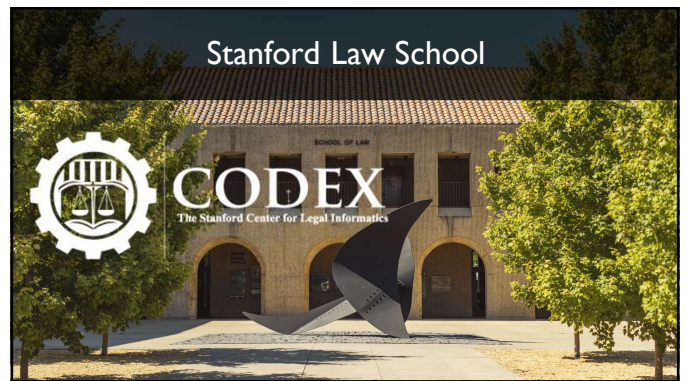
21



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### Montana Bar



25

### New York City AmLaw 50 Manhattan Firms



26

### Law Schools



27

### Tallinn, Estonia



28

### Williamsburg, Virginia (Railway Lawyers)



29

September...

30



31



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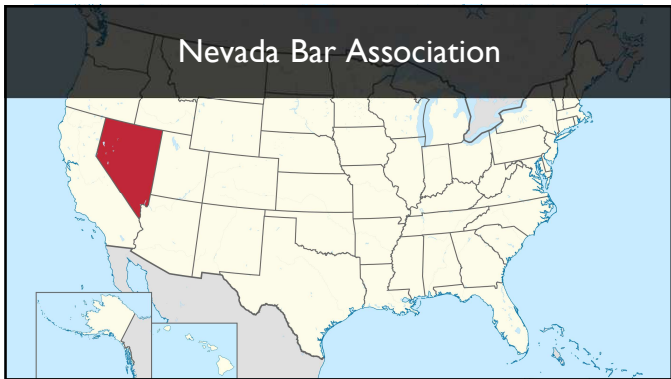
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46

In 2024...

- 90+ Flights
- 95+ Cities
- 110+ presentations

47

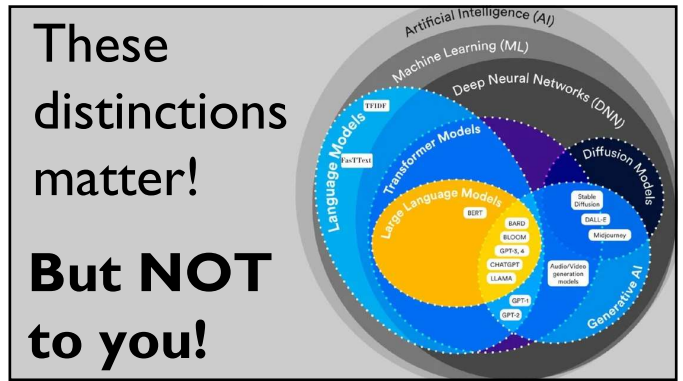


48





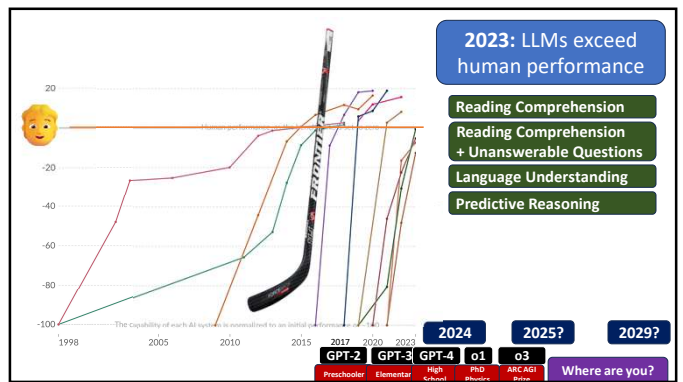
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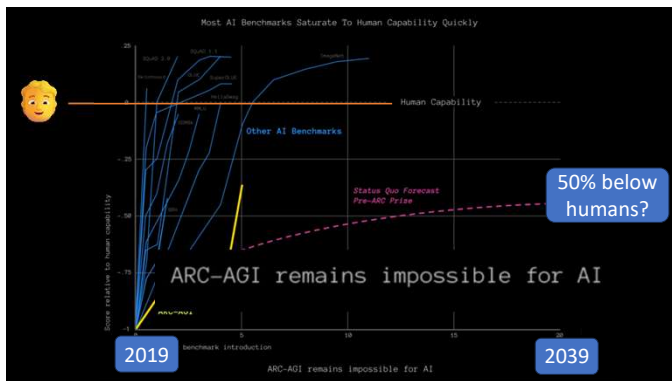
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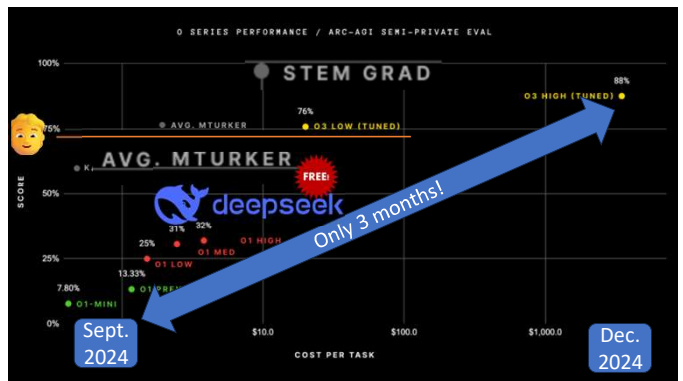
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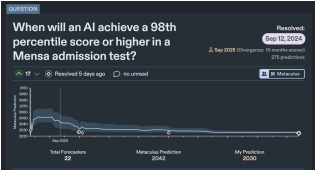
**JgaltTweets**  
@JgaltTweets

When will an AI achieve a 98th percentile score or higher in a Mensa admission test?


Sept. 2020: 2042 (22 years away)  
 Sept. 2021: 2031 (10 years away)  
 Sept. 2022: 2028 (6 years away)  
 Sept. 2023: 2026 (3 years away)

Resolved **September 12, 2024**

[metaculus.com/questions/3698...](https://metaculus.com/questions/3698...)



55



“For those who cannot afford a lawyer, AI can help. It drives new, highly accessible tools that provide answers to basic questions, including where to find templates and court forms, how to fill them out, and where to bring them for presentation to the judge — all without leaving home. These tools [AI] have the welcome potential to smooth out any mismatch between available resources and urgent needs in our court system.”

56

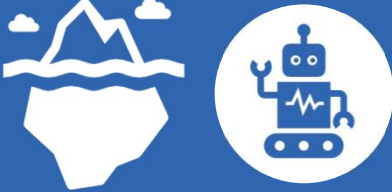


57



58

“I want AI to...”

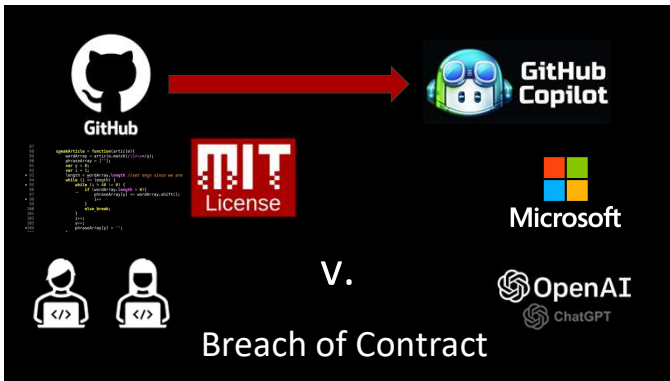


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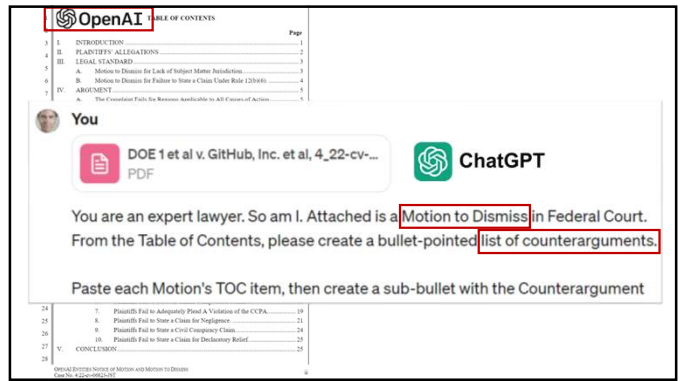
Create Counterarguments  
+ Good Facts



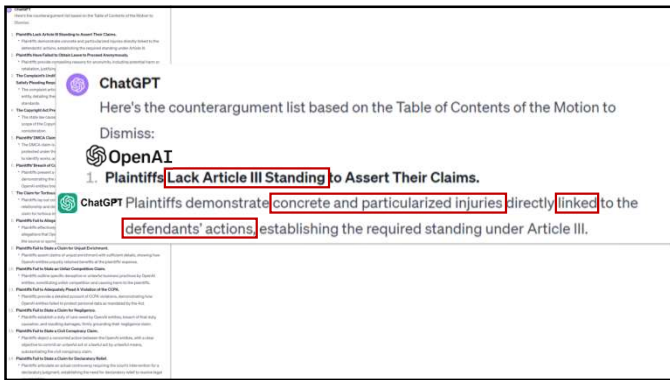
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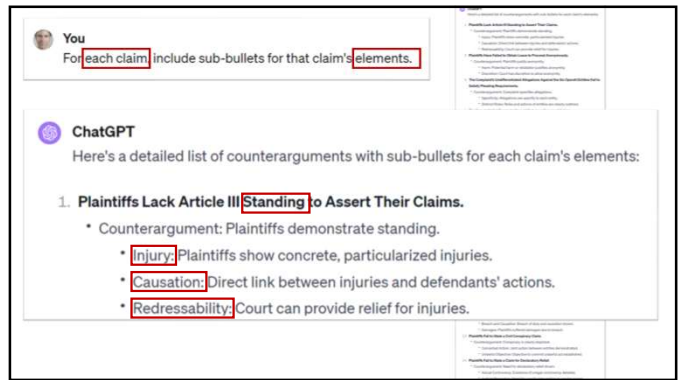
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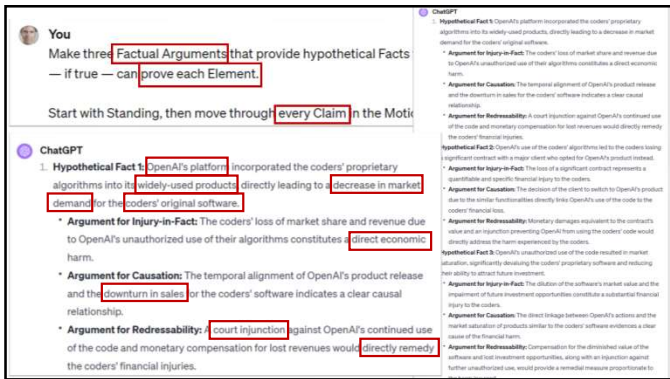
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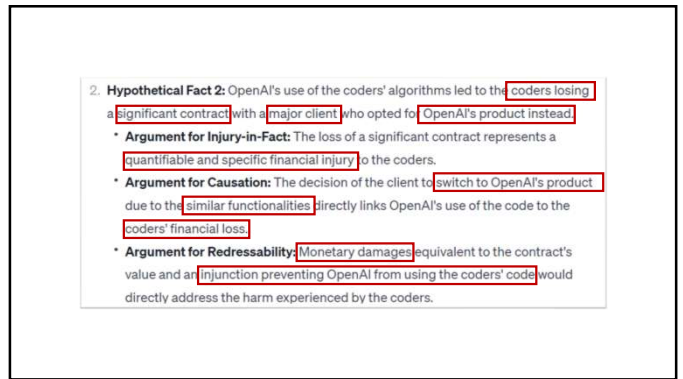
63



64



65



66

**You**  
Great! Now create a Questionnaire to Plaintiffs. In that questionnaire, create up to 3 levels of multi-level bullets asking questions that, if true, will help Plaintiffs win this Motion. Relate the Questionnaire to every single Claim and Element.

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

- Injury-in-Fact:**
  - Have you suffered a **tangible economic loss** due to OpenAI's use of your code?
    - Can you **quantify this loss** in terms of **lost revenue** or **business opportunities**?
    - Can you provide **specific examples** or **documentation** of these losses?
- Causation:**
  - Can you demonstrate a **direct link** between your losses and OpenAI's actions?
    - Are there **specific dates or events** that coincide with the beginning of **your losses** and **OpenAI's use of your code**?
    - Have other potential causes for your losses been ruled out?

67

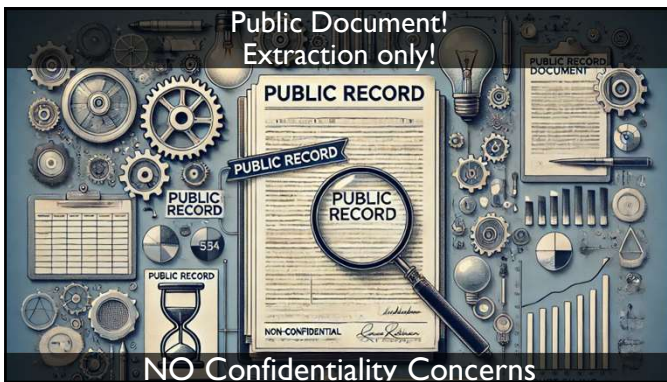
## That took me less than one minute

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 — baked into legal software (one click)?

## Hourly Billing → Flat Fee Billing?

68



69

## Find Logical Inconsistencies

70

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.

71

**OpenAI** Plaintiffs have also **failed to specify** what acts they contend **each of the six OpenAI** Entities committed **individually** requiring dismissal. A complaint that "lumps together **multiple defendants in one broad allegation** fails to satisfy the notice requirement of Rule 8(a)(2)."

- **Explanation of Inconsistency:** The statement presumes that collective allegations against multiple defendants are inherently insufficient, disregarding the possibility of **joint actions** or **unified corporate conduct** that can be legally attributed to multiple entities within the **same corporate family**.
- **Counterargument:**
  - "The complaint appropriately addresses the **collective actions** of the **OpenAI** Entities due to their **operational interconnectivity** and **joint conduct**. Given the integrated nature of these entities' operations, especially in complex corporate structures, it is **reasonable and legally permissible** to address their **collective actions as a unified entity** in the **initial stages** of litigation. **Specificity** can be further **refined** through **discovery**."

72

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 they are coders who contributed to open source projects under specific license agreements, which the creators of the large language model (LLM) incorporated into their model without adhering to the terms of those agreements, causing the Plaintiffs 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 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 use.

73

vlex 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

74

vlex Search United States

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. cClinical 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 . . ."); *Culwick v. Wood*, 384 F.Supp.3d 328, 339 (E.D.N.Y. 2019) (concluding

75

Expand upon this...

+

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

76

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 argument:

- 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.
  - 11 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.
  - 11.1 Attribution:** Many open-source licenses require that users of the code attribute the original creator. Plaintiffs can argue that the creators of the LLM have failed to provide such attribution.
  - 11.2 Usage Restrictions:** Some licenses may place restrictions on how the code can be used, for example, prohibiting commercial usage. Plaintiffs can argue that the creators of the LLM may have used their code in ways that violate these restrictions.

77

Contracts (e.g., M&A)

✖

78

**You**

LinkedIn Merger Agreement.docx  
Document

You are an expert lawyer. So am I.

Attached is a draft Contract I represent the Seller (LinkedIn)

Identify language that disfavors my Client instead favoring a

**ChatGPT**

I have reviewed the Agreement and Plan of Merger between Microsoft Corporation, Liberty Merger Sub Inc., and LinkedIn Corporation. Below are some clauses and provisions that could be considered as disfavoring LinkedIn Corporation (the "Seller" or "Company") and favoring the Counterparty (Microsoft Corporation, referred to as "Parent"):

79

**ChatGPT**

I have reviewed the Agreement and Plan of Merger between Microsoft Corporation, Liberty Merger Sub Inc., and LinkedIn Corporation. Below are some clauses and provisions that could be considered as disfavoring LinkedIn Corporation (the "Seller" or "Company") and favoring the Counterparty (Microsoft Corporation, referred to as "Parent"):

- Merger Consideration (Section 2.7(a)(iii)):** The fixed merger consideration of \$196.00 per share might be disadvantageous to the Seller if the market value of LinkedIn's shares increases significantly before the closing of the merger.
- Termination Fee (Section 8.3(b)(i)):** The Company is required to pay a termination fee of \$725 million if the agreement is terminated under certain circumstances. This termination fee could be considered high and may deter the Company from considering alternative transactions that could be more favorable.

80

**You**

For each item you've identified above, please suggest language that's more aligned with my Client's interest. Preserve as much of the Counterparty's language as possible while incorporating my legal positions.

Again, I represent the Seller, make the language more Seller Friendly. Please be thorough.

1. **Merger Consideration Section 2.7(a)(iii):**

- Original: "Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than Owned Company Shares and Dissenting Company Shares) will be canceled and automatically converted into the right to receive the Merger Consideration."
- Suggested: "Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than Owned Company Shares and Dissenting Company Shares) will be canceled and automatically converted into the right to receive the greater of the Merger Consideration or the Fair Market Value of such shares determined as of five business days prior to the Effective Time."

81

**You**

**Ambiguous terms** Identify and list Agreement language that is ambiguous.

For each item you've identified, please provide (1) original language and (2) proposed language to eliminate that ambiguity.

For the Proposed Language, please annotate:

- deletions in markdown strikethrough, surrounding the deletions with tildes (e.g., ~example deletion~)
- additions in markdown bold, surrounding the additions with asterisks (e.g., \*\*example addition\*\*)

Please be thorough.

82

3. **Ambiguous Term: "Fair Market Value" (Section 2.7(a)(iii) Suggested Revision)**

- Original Language (Suggested Revision): "Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than Owned Company Shares and Dissenting Company Shares) will be canceled and automatically converted into the right to receive the greater of the Merger Consideration or the Fair Market Value of such shares determined as of five business days prior to the Effective Time."
- Proposed Language: "Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than Owned Company Shares and Dissenting Company Shares) will be canceled and automatically converted into the right to receive the greater of the Merger Consideration or the Fair Market Value of such shares, defined as the average closing price of the Company's common stock on the NASDAQ stock exchange over the five trading days immediately preceding the Effective Time."

83

**You**

**Post-Closing Obligations** Identify and list all post-closing obligations.

For each item you've identified, please include the Section and Subsection number (1) Summarize the obligation in two sentences. (2) determine whether that obligation is clear, achievable, and in my Client's best

Please be thorough.

84

**You**  
**PITFALLS:** What language should my Client be worried about?  
 For each item you've identified, please propose a way to alleviate that worry.

*(This slide contains a grid of legal text with various terms highlighted in red boxes for analysis.)*

85

## Statutory Logic

IF  
 THEN  
 AND OR NOT  
 PENALTY

86

§ 175:1 falsifying business records in the first degree.

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

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

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

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

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

- 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

87

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

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

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

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

88

## Copyright Expiration

89

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.

90

How about "What a Wonderful World"?

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

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

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

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

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

**2010 + 70 = 2080**

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

91

## Lobbying and Government Relations



92

**You**

**No AI FRAUD Act.txt**  
Document

You are an **expert lobbyist**. So am I. I represent a client named <NAME>. Below is a description of my CLIENT:

**SoulCapture** is a startup that **uses AI** to create **digital copies** of individuals' **faces and voices** that can be used to preserve their likeness and memories. This technology offers a unique opportunity to create lasting **legacies** and provide **comfort to loved ones** while also exploring new avenues for digital immortality and personal data preservation.

Attached is the text of a legislative BILL.

My CLIENT would like to know whether or not this **BILL might affect my CLIENT**. And if the BILL might affect my CLIENT, what those effects might be.

From this BILL, I need you to do many tasks. Here is this first:

- Summarize this **BILL** in multi-level bullets, as though I'm the **CEO of CLIENT**.

93

**ChatGPT**

Summary of the No Artificial Intelligence Fake Replicas And Unauthorized Duplications Act of 2024  
**[No AI FRAUD Act]**

- Purpose:**
  - The Act aims to establish individual **property rights** of **likeness and voice**, providing protection against unauthorized use, especially in the context of advancements in **artificial intelligence (AI)** and **deepfake** technology.
- Definitions:**
  - The Act defines key terms such as "individual," "digital depiction," "personalized cloning service," "digital voice replica," "voice," "likeness," and "digital technology."
- Property Right in Likeness and Voice:**
  - Every individual has **property right** in their **likeness and voice**, which is freely transferable and **descends after death**.
  - These rights are **exclusive** to the **individual during their lifetime** and to their **executors, heirs, or transferees for ten years post-death**.
  - The validity of **agreements** authorizing the use of **digital depictions** or voice replicas is subject to **specific conditions**.

94

- Effective Date:**
  - The Act is effective **180 days after enactment** and applies regardless of whether the individual has died before the effective date.

Given the focus of the **No AI FRAUD Act** on protecting individual property rights in likeness and voice, it **could potentially affect SoulCapture's operations**, particularly if the technology involves creating **digital copies** of individuals' faces and voices **without explicit consent**. The company may need to ensure compliance with the Act's provisions regarding **authorization, consent, and the use** of digital depictions and voice replicas.

95

**You**

Identify each **portion of the bill** that **could affect my CLIENT**. In a markdown table:

Column A: Plain Language **Summary** of the provision

Column B: Provision Language **verbatim** (from the BILL)

Column C: How that provision **might affect the CLIENT**

Plain Language Summary	Provision Language	How it might affect the CLIENT
<b>Definition</b> of digital depiction	(2) The term "digital depiction" means a <b>replica</b> , <b>imitation, or approximation of the likeness</b> of an individual that is <b>created or altered</b> in whole or in part using <b>digital technology</b> .	<b>SoulCapture's</b> technology creates <b>digital copies</b> of individuals' faces and voices, which could be <b>considered "digital depictions"</b> under the Act. Compliance with the Act's provisions on the use of digital depictions is necessary.

96



Unauthorized simulation of voice or likeness	(1) In general.--Any person or entity who, in a manner affecting interstate or foreign commerce (or using any means or facility of interstate or foreign commerce), and without consent of the individual holding the voice or likeness rights affected thereby...shall be liable for damages as set forth in paragraph (2).	SoulCapture could face liability or damages if it creates or distributes digital copies of individuals' faces and voices without their consent, especially if this affects interstate or foreign commerce.
Harm includes financial or physical injury, severe emotional distress	(2) Harm.--For purposes of this section, the term "harm" includes--(A) financial or physical injury, or an elevated risk of such injury, to any person whose voice or likeness rights are affected by the conduct at issue; (B) severe emotional distress of any person whose voice or likeness is used without consent...	SoulCapture needs to be cautious to avoid causing financial, physical or emotional harm through the unauthorized use of its technology, as this could result in liability under the Act.

97

**You**  
**PROS:** Think through all possible ways that this BILL including each provision (not just the ones identified above), might HELP my CLIENT

- Establishing Clear Legal Framework**
  - The Act provides a clear legal framework for the protection of likeness and voice, helping SoulCapture understand and comply with regulations regarding digital depictions and voice replicas.
- Protecting Intellectual Property:**
  - By recognizing likeness and voice as intellectual property rights, the Act could help SoulCapture protect its own digital creations and technology from unauthorized use by others.
- Legal Precedent for Licensing**
  - The Act's provisions regarding the transferability and validity of agreements could provide a legal precedent for SoulCapture to license its technology and digital creations, potentially opening new revenue streams.

98

**You**  
**PRO FACTUAL SCENARIOS** For each PRO, please include a list of 5 factual scenarios that might happen, if this BILL is passed, exemplifying the PRO.

**ChatGPT**  
**PRO: Establishing Clear Legal Framework**

Factual Scenarios:

- Scenario 1:** SoulCapture receives a request to create a digital replica of a deceased celebrity for a documentary. With the clear legal framework provided by the Act, SoulCapture can easily determine the necessary permissions and rights required for this project.
- Scenario 2:** SoulCapture develops a new feature that allows users to create digital avatars of themselves. The Act's legal framework helps the company establish clear terms of use and privacy policies for this feature.

99

**You**  
**CONS:** Think through all possible ways that this BILL might HARM my CLIENT

**CON FACTUAL SCENARIOS** For each CON, please include a list of 5 factual scenarios that might happen, if this BILL is passed, exemplifying the CON.

**CON: Risk of Legal Liability**

Factual Scenarios:

- Scenario 1:** SoulCapture inadvertently uses a digital replica of an individual without proper consent, resulting in a lawsuit and reputational damage.
- Scenario 2:** The company faces class-action lawsuits from users claiming that their likeness or voice was used without proper authorization.
- Scenario 3:** SoulCapture is sued for not adequately protecting the property rights of individuals' likenesses and voices, leading to costly settlements.
- Scenario 4:** The company is held liable for the unauthorized use of its technology by a third party, despite having no direct involvement.
- Scenario 5:** SoulCapture faces legal action for not promptly addressing a breach of the Act, even though it was unaware of the violation.

100

**You**  
 Given everything we've discussed, please recommend changes to the bill's language.

COLUMN A: Bill's original language  
 COLUMN B: Suggested modified language with your modifications in bold  
 COLUMN C: Ways that the suggested modified language could mitigate legal risk

**ChatGPT**

Bill's Original Language	Suggested Modified Language	Ways That the Suggested Modified Language Could Mitigate Legal Risk
'(1) In general.--Every individual has a property right in their own likeness and voice.'	'(1) In general.--Every individual has a property right in their own likeness and voice, <b>except where consent is provided for the creation and use of digital replicas in accordance with applicable laws and regulations.</b> '	This modification clarifies that individuals can provide consent for the use of their likeness and voice, reducing the risk of legal disputes over authorized uses.

101

'(e) Limitation.--(1) In general.--A person or entity who uses an individual's voice or likeness in a manner that violates subsection (c) shall not be liable if the harm caused by such conduct is negligible.'	'(e) Limitation.--(1) In general.--A person or entity who uses an individual's voice or likeness in a manner that violates subsection (c) shall not be liable if the harm caused by such conduct is negligible <b>or if the use is in compliance with industry standards and best practices for digital replication.</b> '	This modification introduces a provision that exempts entities from liability if they adhere to industry standards and best practices, encouraging responsible use of technology while reducing legal risks.
--	--	--

102

'(g) **No Preemption**-- Nothing in this Act shall be construed to limit any rights an individual may have under any other law providing protections against the unauthorized use of an individual's name, voice, or likeness.'

'(g) No Preemption.--Nothing in this Act shall be construed to limit any rights an individual may have under any other law providing protections against the unauthorized use of an individual's name, voice, or likeness, **\*\*nor shall it be construed to limit the rights of entities to use digital replication technology within the bounds of consent and applicable laws.\*\***

This modification clarifies that the Act does not restrict the rights of entities to use digital replication technology lawfully, providing legal clarity and **reducing the risk of overly broad interpretations.**

103

**You**  
Describe **potential next steps** for the **lobbying efforts**. Please think through this step by step. Be SPECIFIC about particular actions we can do to **improve my CLIENT'S** likelihood of achieving its **goals** regarding the BILL.

**ChatGPT**  
To improve SoulCapture's likelihood of achieving its goals regarding the No AI FRAUD Act, the following specific steps can be taken:

- Identify Key Legislators and Committees:**
  - Research and identify the members of Congress, particularly those on the **Judiciary Committee**, who are involved in the drafting and review of the No AI FRAUD Act.
- Develop a Position Paper**
  - Draft a position paper outlining SoulCapture's stance on the No AI FRAUD Act, highlighting the **potential impacts on innovation** and suggesting **modifications** to the bill's language.

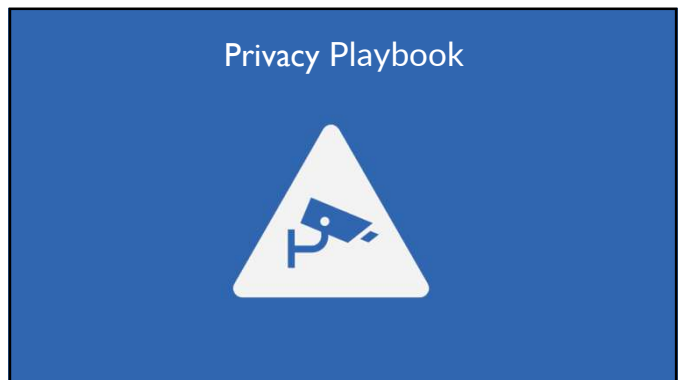
104

**You**  
Now draft a **Position Paper** seeking to **advance my Client's goals**, as expressed above. Make it detailed and thorough and lengthy. Please free to allow it to span multiple chats.

**ChatGPT**  
1 Support for Ethical AI Governance  
Quantum Leap strongly supports the overarching goals of the Federal AI Governance and Transparency Act to establish a framework for ethical, transparent, and accountable AI governance. We believe that the comprehensive development and enforcement of all requirements are paramount to building trust with users, mitigating risks, and ensuring that AI systems and their outputs are primarily for society.

**ChatGPT**  
2 Strengthen Innovation and Regulation  
Quantum Leap respectfully requests the inclusion of legislation ensuring the responsible development and use of AI technologies. However, we also believe that it is crucial to balance regulatory measures with the need to innovation. Such provisions as high requirements could be creativity, hinder technological advancement, and limit the broader benefits of AI.

105



106

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

107

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.

108



109

**Interview with Philana Holmes**

Date: August 16, 2023  
 Location: Saint Paul, Minnesota  
 Attorney Present: Damien Esch

**Introduction:** Introduction and brief background of Philana Holmes (mother of her son).

**Background Information:**  
 Client's Name: Philana Holmes  
 Relation to Victim: Mother of Olivia  
 Co-Plaintiff: Humberto Caraballo Estevez (Father)  
 Defendant: McDonald's and franchise owner  
 Incident Date: August 2019  
 Location: Tamarac, FL

**Details of Incident:**

- Order Description:** Ms. Holmes described the order: "The child went to [Redacted] Chicken McNuggets."
- Incident Details:** Upon handing the meal to her son, she noticed the nugget was extremely hot and she yelled.
- Initial Response:** Ms. Holmes detailed the communication with McDonald's: "I called over immediately back to the drive-through and yelled at them about what happened, but they just seemed confused."
- Medical Treatment:** Olivia 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."

**Impact:**  
 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.**

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

- "I trust you to do what's right for Olivia. This shouldn't have happened, and I want to make sure it never happens again."

110

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**.

**WHEREFORE, Plaintiffs, PHILANA HOLMES and HUMBERTO CARABALLO ESTEVEZ,**

**A. NEGLIGENCE**

- Defendants **owed a duty of care** to Plaintiffs.
- 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.
- As a **direct and proximate result** of Defendants' negligence, Plaintiffs suffered physical injuries, pain and suffering, mental anguish, medical expenses, and other damages.

111



112

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.

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

113

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**.

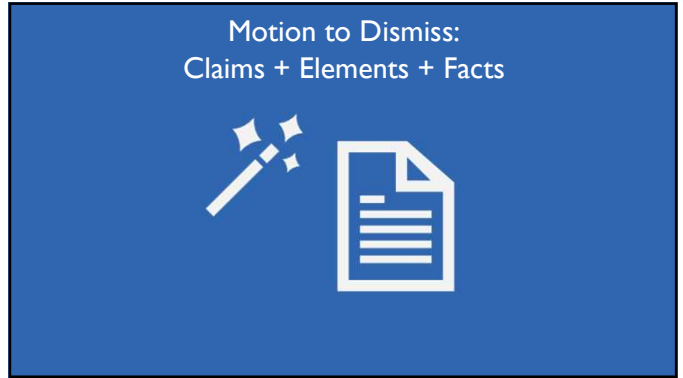
- Have you or any of your close family members or friends ever worked as a software developer, programmer, or in a related field involving coding or artificial intelligence?
  - Preferred (favorable) answers:**
    - No, I have **no close connections** with anyone in the software development or artificial intelligence field.
  - Problematic (unfavorable) answers:**
    - Yes, I/my close family member/friend have/has **worked as a software developer** or in a related field.

114

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.

115



116

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.

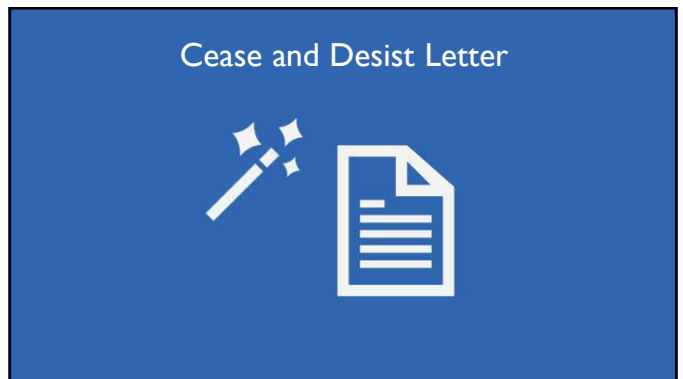
117

MOTION TO DISMISS PURSUANT TO FED. R. CIV. P. 12(b)(6)	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 (Defen [Defendant's Name] respectfully submits this Motion to Dismiss the Complai [Plaintiff's Name] ("Plaintiff"). For the reasons set forth below, Defenda Court dismiss the Complaint in its entirety.	Under New York law, to state a claim for breach of contract, a plaintiff must allege existence of a contract, (2) performance of the contract by the plaintiff, (3) breac caused by the defendant, and (4) resulting damages. Here, a Severed Part No. A.D.34-425, 426-PI	misappropriation claim under California law:
<b>I. INTRODUCTION</b> Plaintiff brings claims for (1) breach of contract under New York law, an of trade secrets under California law. However, Plaintiff has failed to al relief can be granted. As such, Defendant respectfully requests that th Complaint.	Here, Plaintiff's Complaint fails to establish the necessary elements of a breach claim:	1. Existence of a trade secret: Plaintiff has not sufficiently identified the alleged trade secret with adequate specificity. The Complaint does not describe the purported trade secret's subject matter, nor does it explain why such information is not generally known or readily ascertainable through proper means. 2. Misappropriation of the trade secret: Plaintiff has not alleged specific facts showing that Defendant ingenuitly acquired, disclosed, or used the alleged trade secret. The Complaint does not identify any specific acts of misappropriation or describe how Defendant gained access to the alleged trade secret. 3. Resulting actual or threatened injury: The Complaint fails to establish any actual or threatened injury resulting from the alleged misappropriation. It does not allege any specific harm that has occurred or is likely to occur due to Defendant's purported actions.
<b>II. STANDARD FOR MOTION TO DISMISS UNDER SDNY LAW</b> To survive a motion to dismiss	1. Existence of a contract: Plaintiff has not provided sufficient factual allegations to demonstrate the existence of a valid and enforceable contract between the p Complaint does not specify the terms, conditions, or parties to the alleged on 2. Performance by the plaintiff: The Complaint does not allege that Plaintiff ha and if the allegations under the purported contract or that any conditions there been fulfilled. 3. Breach by the defendant: Plaintiff has not provided sufficient details regardi alleged breach by Defendant, including what specific provisions of the con violated or how Defendant's actions constituted a breach.	4. 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 Complai in its entirety, pursuant to Federal Rule of Civil Procedure 12(b)(6).
Pursuant to Federal Rule of Civil Procedure 12(b)(6), a complaint must factual allegations that, when accepted as true, "state a claim to relief fact." Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009) (quoting Bell A.S. Cor	4. Resulting damages: The Complaint fails to specify any to any actual damage from the alleged breach of contract, nor does it establish a causal link betwee alleged breach and any harm suffered by the Plaintiff.	Respectfully submitted, (Your Law Firm's Name)
844, 870 (2007)). A claim is facially plausible when the plaintiff pleads plavies the court to draw the reasonable inference that the defendant's conduct violated 16. In considering a motion to dismiss, the court a claim for trade secret misappropriation requires a plaintiff to establish (1) ex prelated factual allegations in the complaint as true and draws all res the plaintiff's favor; (2) However, the court is not required to accept as t or threatened injury.	Plaintiff's Complaint fails to establi	I hereby certify that on [DATE], electronically filed the foregoing Motion to Dismiss with the Clerk of the Court using the CM/ECF system, which will send notification of such

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TABLE OF CONTENTS	STATEMENT OF WORK	STATEMENT OF WORK	STATEMENT OF WORK
1. Introduction	1.1. Purpose and Scope	1.2. Objectives	1.3. Deliverables
2. Scope of Work	2.1. Project Goals	2.2. Key Milestones	2.3. Roles and Responsibilities
3. Project Management	3.1. Communication	3.2. Reporting	3.3. Risk Management
4. Financials	4.1. Budget	4.2. Payment Schedule	4.3. Intellectual Property
5. Terms and Conditions	5.1. Assurances	5.2. Termination	5.3. Dispute Resolution
6. Signatures	6.1. Client Representative	6.2. Service Provider Representative	6.3. Date

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120

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.

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122

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

A decision tree on whether to bring a breach of contract lawsuit under New York law might look something like this:

- Is there a valid contract between the parties?
  - If yes, proceed to step 2.
  - If no, a lawsuit for breach of contract that can be enforced.
- Has the contract been breached?
  - If yes, proceed to step 3.
  - If no, there is no basis for a breach.
- Is the breach material?
  - If yes, proceed to step 4.
  - If no, the breach may not give rise to a lawsuit.
- Is the injured party able to perform its duties?
  - If yes, proceed to step 5.
  - If no, the injured party may be able to sue for a complete legal issue that is not a breach of contract.
- Has the time for performance under the contract expired?
  - If yes, proceed to step 6.
  - If no, the injured party may have to sue for performance not due.
- 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.

123



124

The invoice LEGAL-09 covers legal research on food safety regulations c December 2021. Three timekeepers were responsible for the work, including Edna Krabappel, Lisa Simpson, and Marge Simpson. Break the above into bullet points and up to five levels of sub-bullets. Wherever there is a code (e.g., C200) add the label (e.g., researching law).

C300 for analysis and advice. Task code breakdowns by timekeeper show Krabappel's work was entirely devoted to C100, while Lisa Simpson billed and C300, and 20% for C100. Marge Simpson split her work equally betw The timekeepers' narratives showed that Lisa Simpson conducted legal r franchise agreement for a new Krusty Burger location, analyzed franchisi states, and reviewed and revised a franchise agreement addendum base feedback. Meanwhile, Marge Simpson conducted a client interview with i 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 and 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
  - Total amount: \$14,362.5
  - First billed activity: December 1
  - Last billed activity: December 10
  - Timekeepers:
    - Edna Krabappel, Senior Associate
    - Lisa Simpson, Partner
    - Marge Simpson, Senior Associate
  - Task codes:
    - C100: Fact gathering
    - C200: Researching law
    - C300: Analysis and advice
  - Timekeeper task breakdowns:
    - Edna Krabappel:
      - 100% C100 (Fact gathering)
    - Lisa Simpson:
      - 40% C200 (Researching law)
      - 40% C300 (Analysis and advice)
      - 20% C100 (Fact gathering)
    - Marge Simpson:
      - 50% C100 (Fact gathering)
      - 50% C300 (Analysis and advice)
  - Timekeeper narratives:
    - Lisa Simpson:
      - Legal research
      - Drafted franchise agreement for new Krusty Burger location
      - Analyzed franchising laws in multiple states
      - Reviewed and revised franchise agreement addendum based on client feedback
    - Marge Simpson:
      - Client interview with Krusty the Clown
      - Reviewed and revised franchise agreement
      - Drafted franchise agreement addendum related to new marketing campaign
      - Prepared and delivered email updates to client on matter progress
    - Edna Krabappel:
      - Reviewed and analyzed client-provided accounting information

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126

**Voice recognition**

**Prompt:**  
"Find contradictory evidence"

**Dataset:** Entire Record


eDiscovery    Depositions  
Declarations    Pleadings

**RESULT:**  
Real-time impeachment



127

## Create Chronology



128

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.

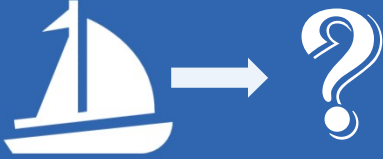
Column: <Relevant Facts> will include verbatim descriptions in <COMPLAINT> of what happened on each date.

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

Date	Relevant Facts	Relevant Persons
October 22, 2020	Defendant's phone had not made a phone call since October 22, 2020, and had not sent a text message since August 19, 2020	Defendant Grailer
August 19, 2020	Defendant's phone had not sent a text message since August 19, 2020	Defendant Grailer
January 8, 2023	Defendant Grailer advised Plaintiff that she was voluntarily resigning to join Plaintiff's direct competitor, ChemTreat	Defendant Grailer
January 11, 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 personnel 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

129

## Novel Legal Questions (First Impression)



130

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.

131

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

**1. 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.

132

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.

- 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.
- 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.
- 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,

133


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

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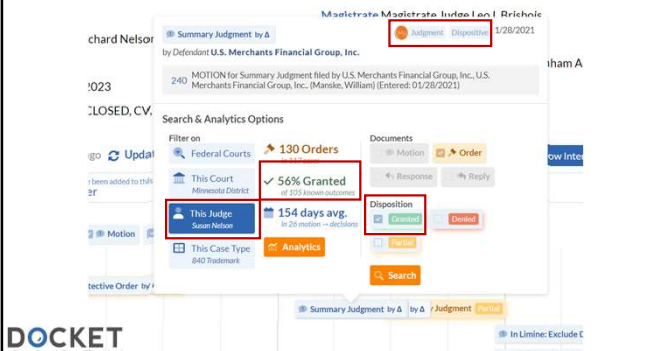
**Problem to solve:**



**"What are my odds of winning..."**

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

135



Summary Judgment by a

130 Orders


56% Granted

154 days avg.

DOCKET ALARM

136

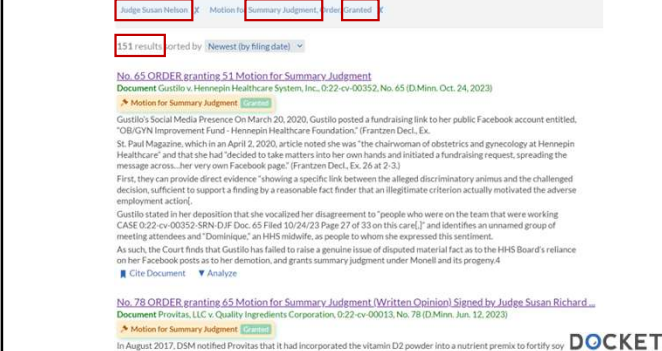
**Problem to solve:**



**"Show me winning motions like mine!"**

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

137



Summary Judgment, 56% Granted

151 results


No. 65 ORDER granting 51 Motion for Summary Judgment

No. 78 ORDER granting 65 Motion for Summary Judgment (Written Opinion) Signed by Judge Susan Richard

DOCKET ALARM

138

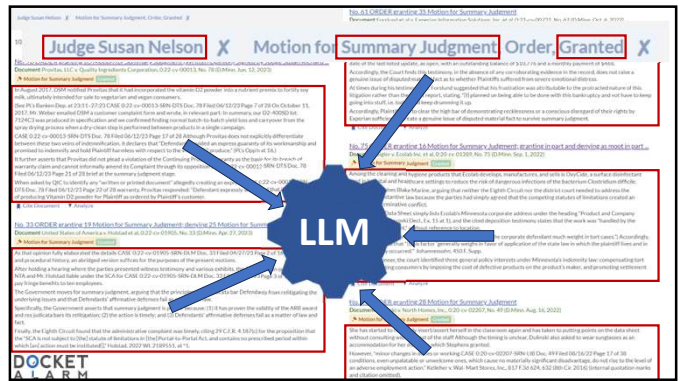
**Problem to solve:**



“Draft a Motion Summary Judgment...”

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

139




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

**LLM**

140

**Problem to solve:**



“What counterarguments can I make?”

- ...to prove these elements
- ...with these facts


141

**Deposition Extraction**

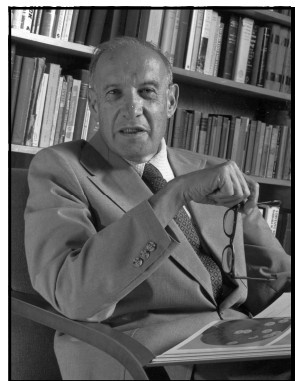


142

**Baked Into Legal Software**  
(Prompting Unnecessary)



143



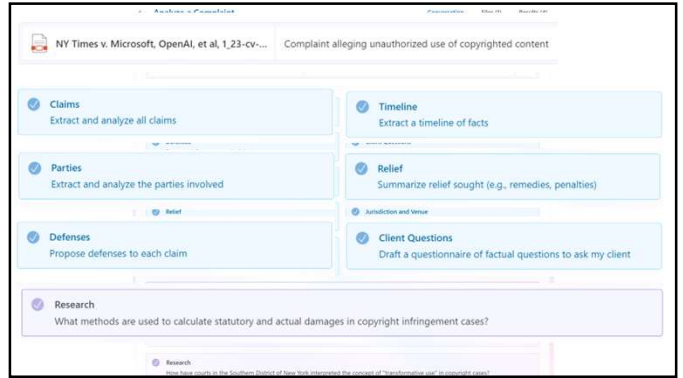
“The best way to predict the future is to create it”  
—Peter Drucker

144





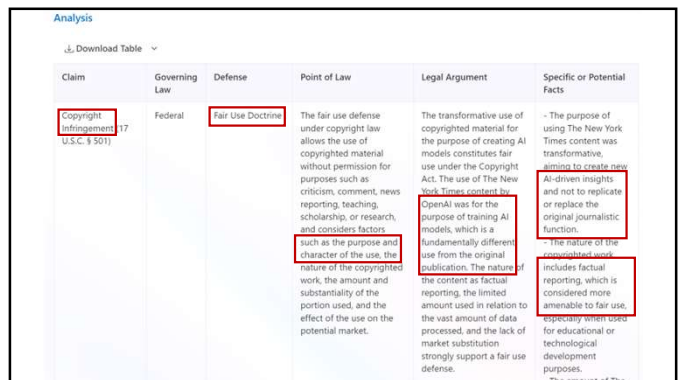
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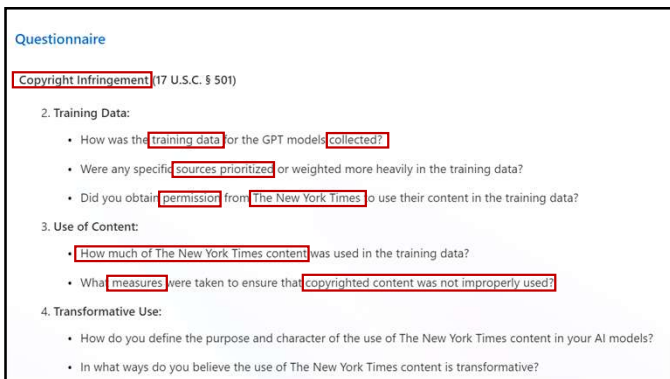
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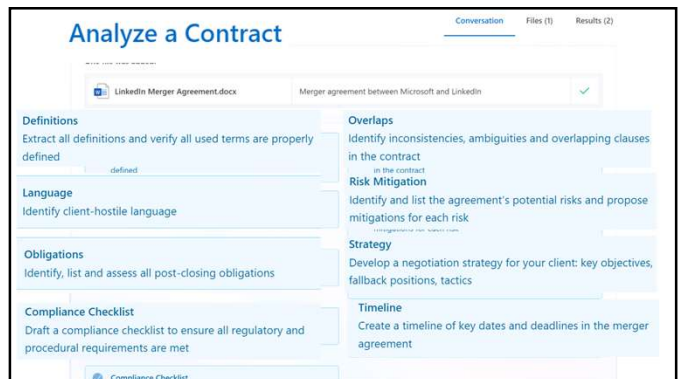
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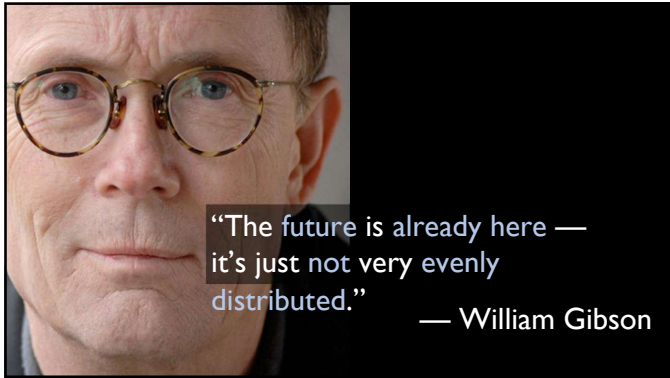
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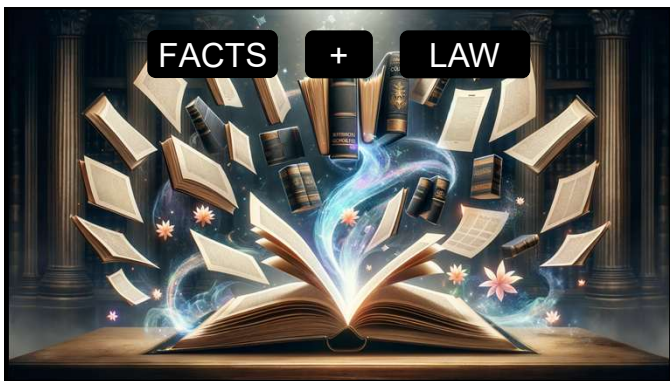
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158



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161



162



163

### 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.**

164

### 21<sup>st</sup> Century Treatise

	Treatise	LLM + Law
Cases?	✓	
Statutes?	✓	✓
Regulations?	✓	✓
Summaries?	✓	✓
Analyses?	✓	✓
Updated	Quarterly? Yearly?	Daily
Cost?	\$\$\$\$	\$\$

165

### 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.**

✓  
 ✓  

Customized!  
For my matter!

166

### Me-Tise!

167

### Analyze a Complaint

National Presto Industries, Inc. v. U.S. Mercha... Complaint for trade dress and trademark infringement

✓ **Claims**  
Extract and analyze all claims

✓ **Defenses**  
Propose defenses to each claim

**NO PROMPTING NECESSARY!**

**Trade Dress Infringement**  
What are the legal standards for proving trade dress infringement under 15 U.S.C. § 1125 in the 8th Circuit?

**Tortious Interference**  
What are the elements required to prove tortious interference with prospective business relations under Minnesota law?

168

- ### Extracted Claims
1. Federal Trade Dress Infringement for the Aesthetic Appearance of the Product
  2. Federal Trade Dress Infringement for the Aesthetic Advertisement of the Product at the Point of Sale
  3. Federal Trade Dress Infringement for the Aesthetic Packaging of the Product
  4. Federal Trademark Infringement
  5. False Designation of Origin on the Sales Receipts
  6. Copyright Infringement
  7. Tortious Interference with Prospective Business Relations
  8. Federal Unfair Competition for False and Misleading Conduct
  9. Common Law Unfair Competition
  10. Deceptive Trade Practices under Minnesota Deceptive Trade Practices Act
  11. Unfair Trade Practices under Minn. Stat. § 325D.13

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### Details for Each Claim

1. Federal Trade Dress Infringement for the Aesthetic Appearance of the Product
  - Citations: 15 U.S.C. § 1125
  - Governing Law: Federal
  - Facts: National Presto alleges that U.S. Merchants' HEAT MACHINE has a nearly identical design to the HEATDISH®, including the dish, grill, and emblem design, which causes consumer confusion (p. 14).
  - Parties and Witnesses: National Presto, U.S. Merchants, Costco customers
    - Facts: National Presto claims that U.S. Merchants copied its unique point of sale display method, which includes an elevated and angled display with stand-up advertisements (p. 18).
6. Copyright Infringement
  - Citations: 17 U.S.C. § 501
  - Governing Law: Federal
  - Facts: U.S. Merchants allegedly copied National Presto's instruction manuals and packaging (p. 26) or schemes and product
  - Parties and Witnesses: National Presto, U.S. Merchants, copyright experts
  - 4. Federal Trademark Infringement

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### What are the legal standards for proving trade dress infringement under 15 U.S.C. § 1125 in the 8th Circuit?

United States (Eighth Circuit)

Short response: The legal standards for proving trade dress infringement under 15 U.S.C. § 1125 in the Eighth Circuit are as follows:

**Real, Non-Hallucinated Cases, Statutes, Regs**

**Real, Non-Hallucinated Ground Truth: Source Text**

**Legal Authorities**

All (25) Cases (16) Stat. & Reg. Admin. Decisions (2) Secondary (7)

**Woodsmith Pub. Co. v. Meredith Corp.**, 904 F.2d 1244, 15 USPQ2d 1053 (8th Cir. 1998)

U.S. Court of Appeals — Eighth Circuit

Legal standards for proving trade dress infringement in the Eighth Circuit under 15 U.S.C. § 1125. It specifies a three-prong test: the trade dress must be primarily nonfunctional, have acquired secondary meaning, and its imitation must create a likelihood of confusion among consumers. This is a general standard applicable to trade dress infringement cases in this jurisdiction. (100%)

Section 43(a) creates a federal cause of action for trade dress infringement. The trade dress of a product is the total image of a product, the overall impression created, not the individual features. *General Mills, Inc. v. Kellogg Co.*, 824 F.2d 622, 627 (8th Cir. 1987). Protectable trade dress carries a three-prong burden of proof for Woodsmith's claim: it must be primarily nonfunctional; have acquired a secondary meaning (i.e., that the public has come to recognize the trade dress as associated with the plaintiff's products; and imitation of it would create a likelihood of confusion in consumers' minds as to the origin or source of the product.

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In the case of *National Presto Industries, Inc. v. U.S. Merchants Financial Group, Inc.*, the trade dress claims focus on the alleged infringement of the aesthetic appearance, advertisement, and packaging of the HEATDISH® product. Here are the elements of the trade dress that are allegedly infringed:

1. Aesthetic Appearance of the Product
  - Design Elements: The HEATDISH® is described as having a unique design that includes a dish, a grill, a circular center portion, an inner side with a metal appearance, an electric heating element, and a base. The grill has a specific curvature with bars spaced apart to create distinctive horizontal and vertical openings. The center circular portion features an emblem with a red and black background and white font, styled to depict a parabola. The reflective backing on the inner side of the dish is configured to emanate a distinctive orange glow, conveying an impression of warmth (p. 4).
3. Aesthetic Packaging of the Product
  - Packaging Design: The packaging of the HEATDISH® features a red, white, and black color scheme with large images of the heater at full orange glow. The packaging prominently displays features of the product, such as its efficiency and safety features, in a bullet point format. The top portion of the packaging includes the HEATDISH® trademark with specific styling (p. 8).

**Allegations of Infringement**

- Similarity in Design: The HEAT MACHINE, sold by U.S. Merchants, is alleged to have a nearly identical design to the HEATDISH®, including the dish, grill, emblem, and overall appearance, which is likely to cause consumer confusion (p. 4).
- Similarity in Display: The HEAT MACHINE is displayed in a nearly identical manner to the HEATDISH®, using a similar elevated and angled display method with adjacent advertisements (p. 18).
- Similarity in Packaging: The packaging of the HEAT MACHINE is alleged to be nearly identical to that of the HEATDISH®, employing a similar color scheme and layout (p. 23).

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# Me-tise!

Table of Contents

- "Lay of the land"

Jump to Section(s)

- Commentary
- Find statutes + cases like mine
- in my jurisdiction

✓

✓

v|lex

Customized!  
For my matter!

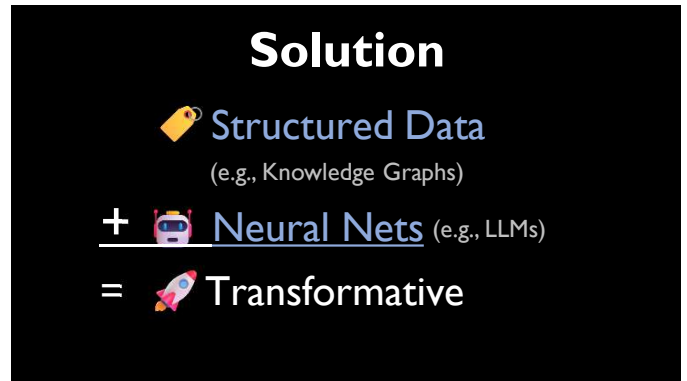
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# KNOWLEDGE MANAGEMENT: Challenge + Solution

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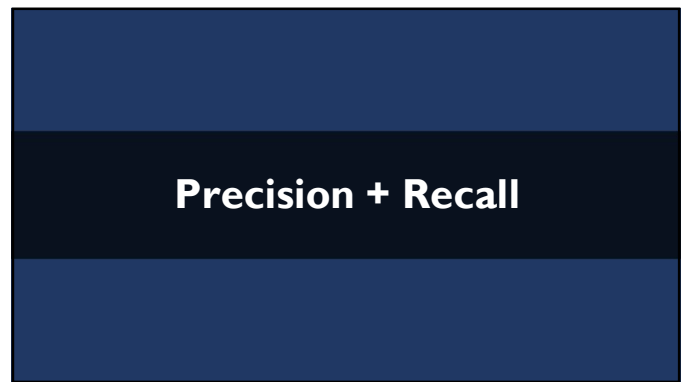
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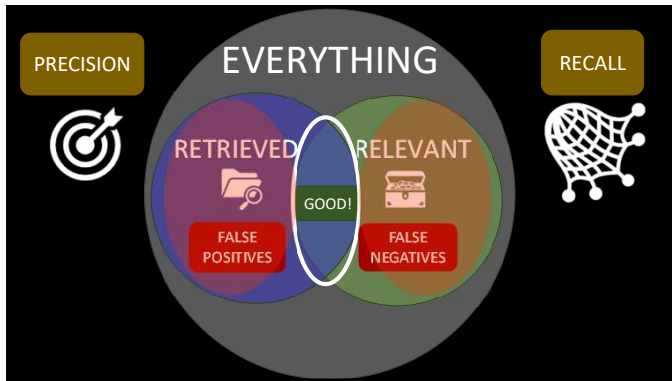
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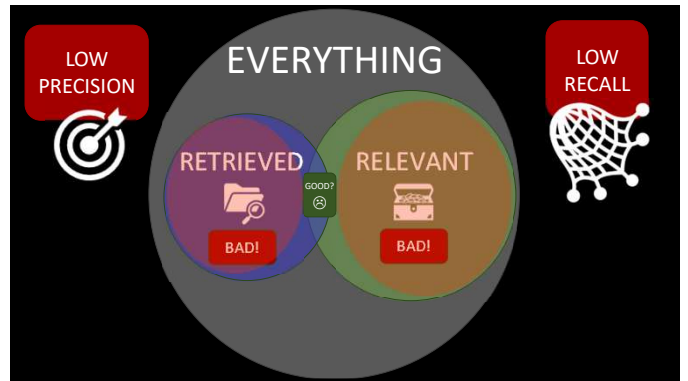
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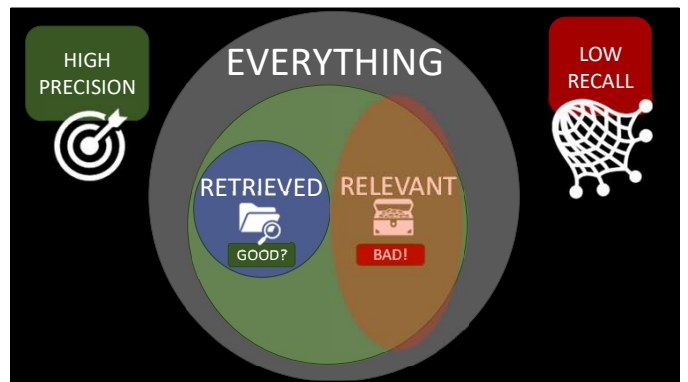
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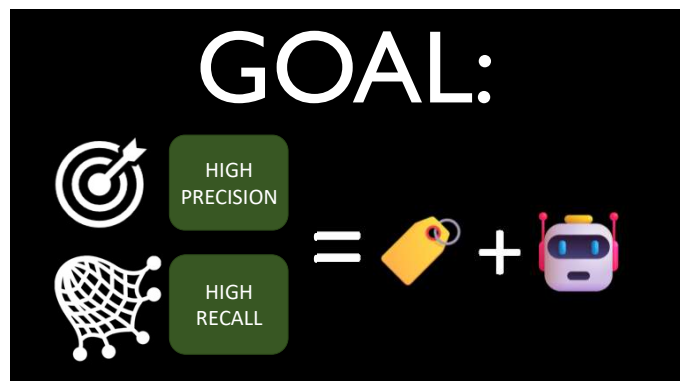
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## PROMISE:

### Structured Data + LLMs

**Structured Data**

- Find
- Filter
- What's our experience?
- ...in this Area of Law?
- ...for these Legal Services?
- ...in these Jurisdictions?

↔

**LLMs Enhance**

- Better RAG
- Legal reasoning
- Decision-making

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#### Matter Metadata

Matters

Case #	Name	Category
0001	Smith vs. Jones	Criminal Law
0002	...	Dispute
0003	...	Dispute
0004	...	Dispute
0005	...	Dispute
0006	...	Dispute
0007	...	Dispute
0008	...	Dispute
0009	...	Dispute
0010	...	Dispute

#### Documents

Transactional Law: M&A

Timekeeping + Project Mgmt.

IP: Patent Law

Dispute

**WHO TAGS?**

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

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What if tools could extract...  
... every single *thing that matters*

What if tools could mark spans:  
...between document sections  
...for every single *thing that matters*

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**Substance of Law**

- Research
- Analytics
- Knowledge Mgmt. ("Know How")
- Experience Mgmt. ("Know Who")
- Document Mgmt. ("Know What")
- Litigation Mgmt.
  - E.g., eDiscovery
- Transaction Management
  - E.g., Due Diligence

**Business of Law**

- RFPs + Experience
- Pricing / Spend
  - E.g., Flat Fees
  - E.g., Billing Mgmt.
  - E.g., Budget Mgmt.
- Utilization
- Matter Mgmt.
- Info. Governance
- Intake

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"IT DEPENDS..."

"There's a tag for that."

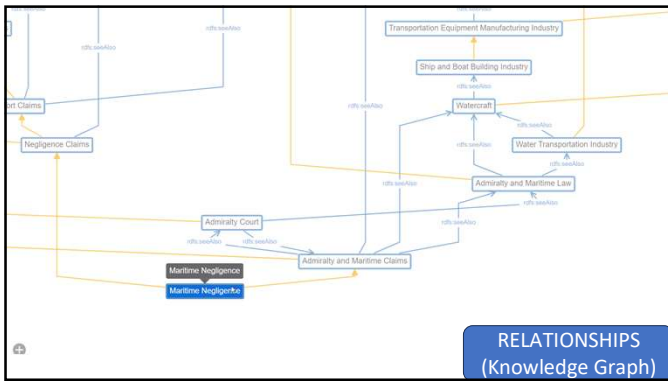
191

"What kind of claim?"

**MULTIPLE PARENTAGE**

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**What if tagging were automated?**

**Securely (local)!**

**For FREE!**

**Greener Acres Lease** Annotated on: Effective Date

This Lease Agreement (the "Agreement") is made and entered into as of **January 3rd, 2020**, by and between:

**Acme, Inc.**, hereinafter referred to as the "Lessor", and

**Emca LLC**, hereinafter referred to as the "Lessee".

WITNESSETH:

WHEREAS, Lessor is the owner of certain real property being, lying and situated in the County of Anytown, State of ST, and legally described as follows: real property having a street address of 123 Main Street, Anytown, ST 12345.

The term of this Lease shall begin on February 1st, 2020, and shall continue until January 31st, 2021, unless earlier terminated as provided herein.

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### Implementers + Contributors

Many Others that don't fit on this graphic

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## Extraction **AVENGERS**

- **ALEA**: Mike Bommarito + Damien Riehl
- **Free Law**: Enrico Shippole
- **Latham & Watkins**: John Scrudato

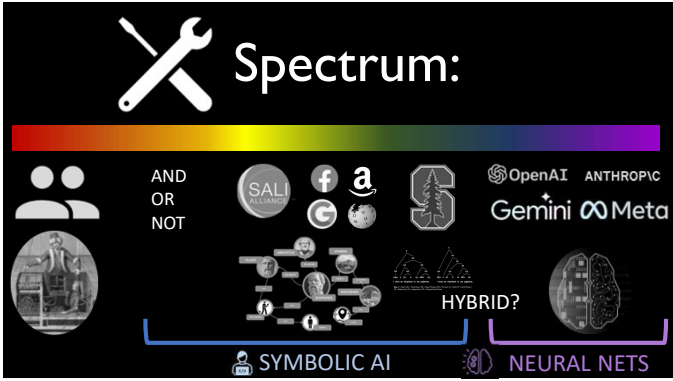
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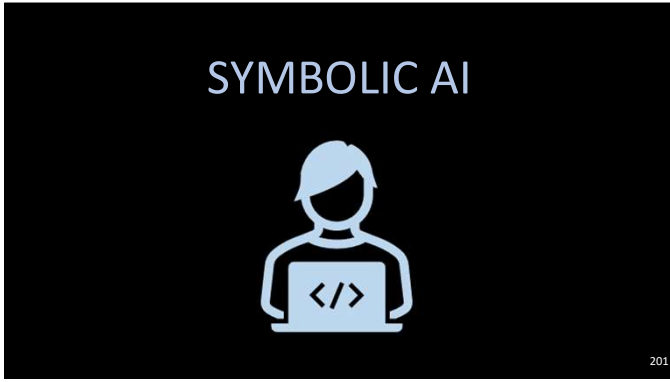
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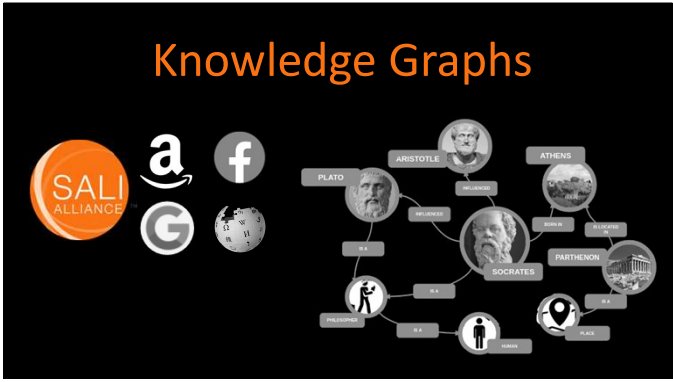
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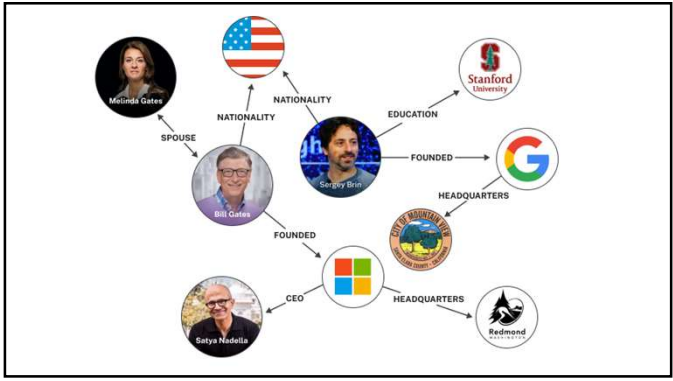
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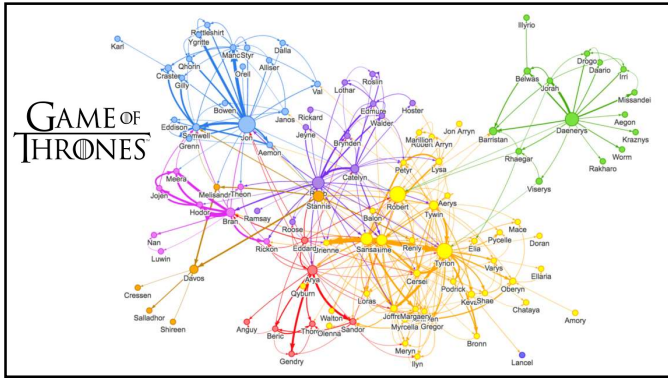
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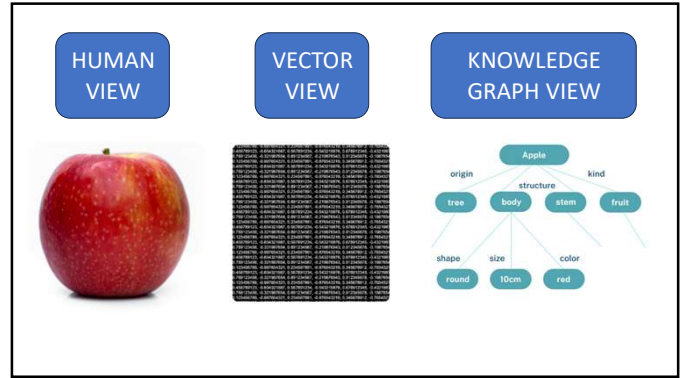
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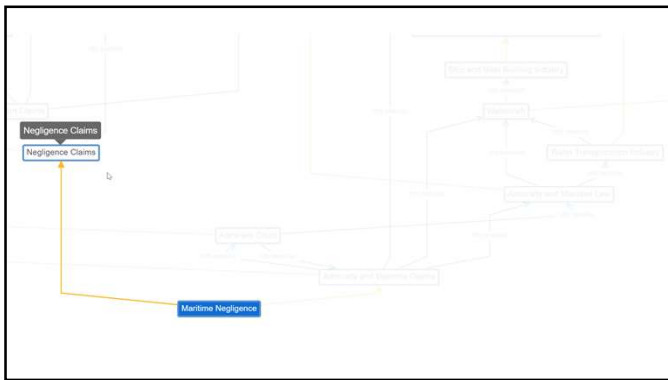
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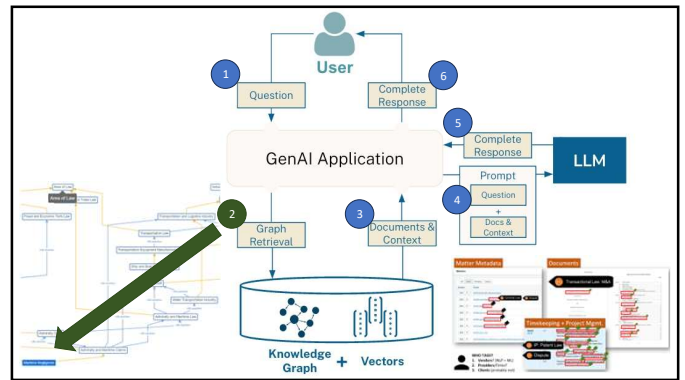
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## PROBLEMS WE SOLVE

1. 📄 Extraction (Tagging)
2. 🔄 Interoperability (System 1 ↔ System 2)
3. 🎲 Deterministic (not Probabilistic)
4. 📊 Analytics ("How many...")
5. ⚡ Preprocessed (faster results)

What if you could do all five?  
Programmatically? For free?

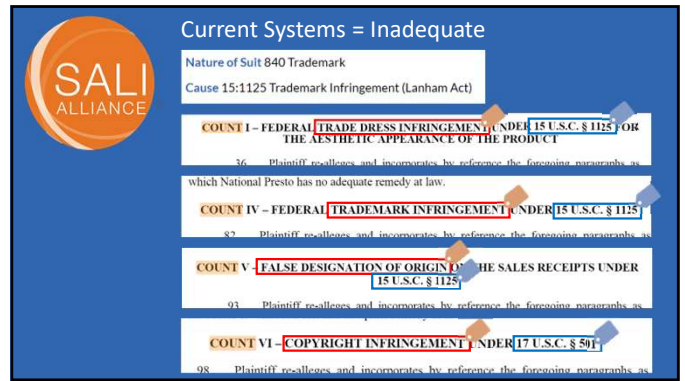
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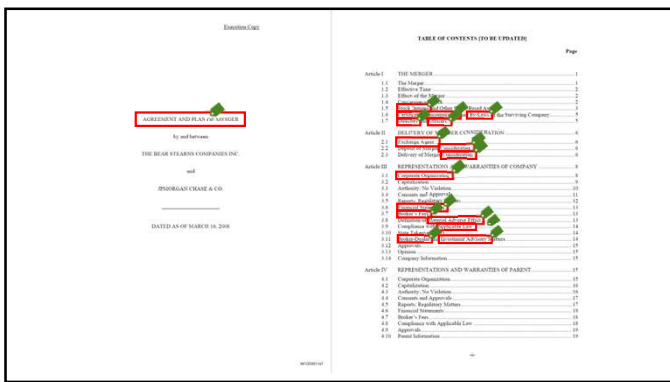
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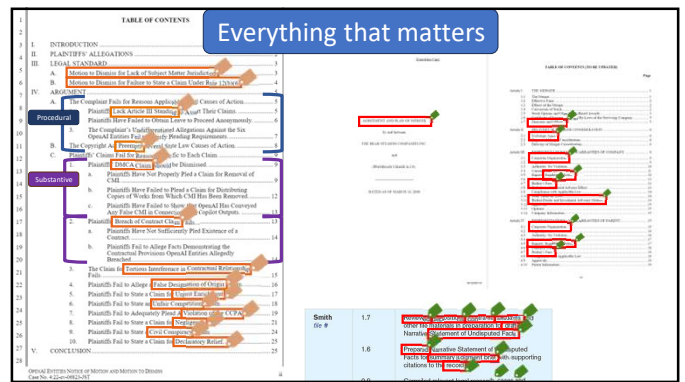
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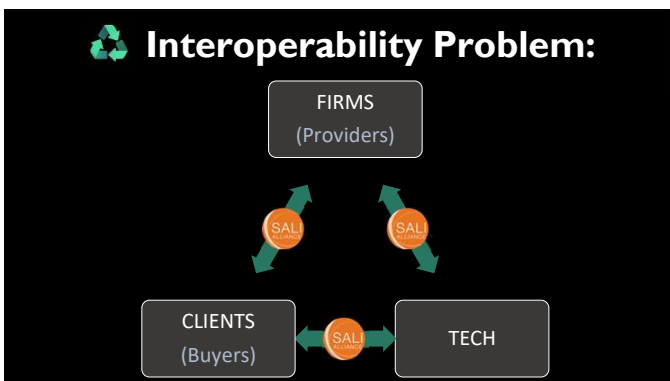
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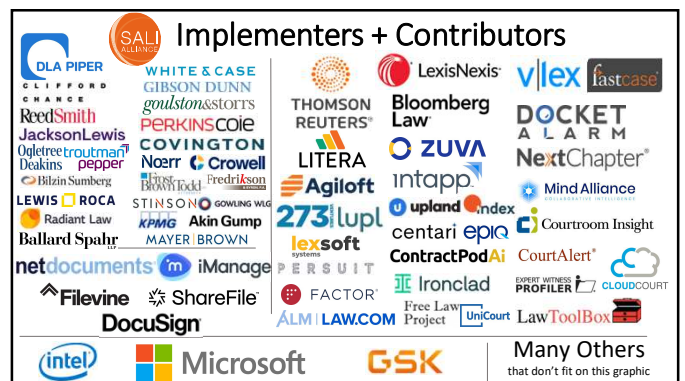
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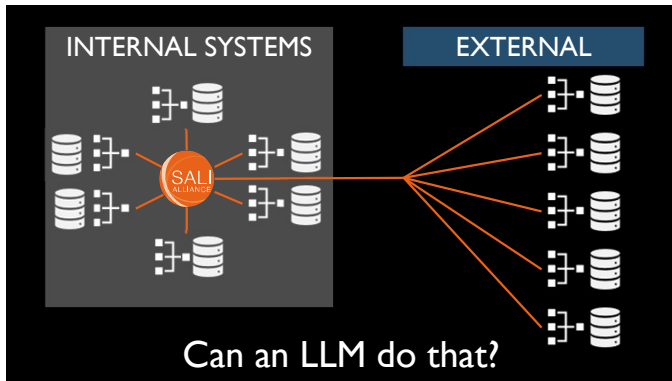
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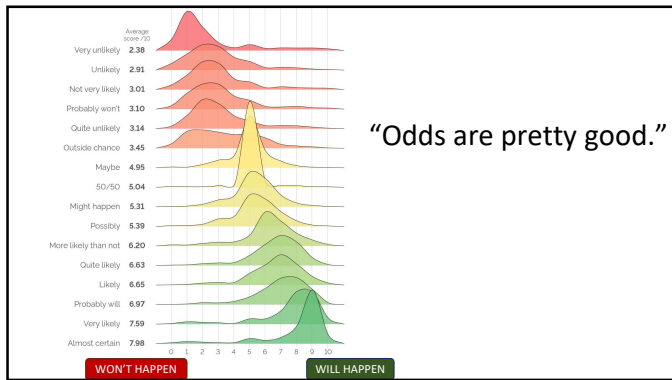
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### Analytics Problem (Counting)

- "How often does <COURT> in <JURISDICTION> decide <RESULT>?"
- "What's market for <DOCTYPE> in <JURISDICTION> and <INDUSTRY>?"
- "How often do <TYPE> matters include <ASPECT>?"

Can an LLM do that?

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

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

Search & Analytics Options

Filter on

Federal Courts 130 Orders in 17 cases

This Court 56% Granted of 255 known outcomes

This Judge: Susan Nelson 154 days avg. of 28 motions - decisions

This Case Type: 640 Trademark

DOCKET ALARM Can an LLM do that?

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Not everything you can count actually counts.

Not everything that counts is countable.

Number people who drowned by falling into a swimming pool

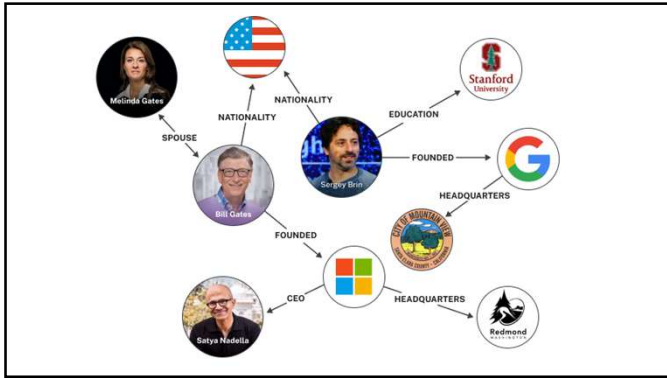
Films

SALI

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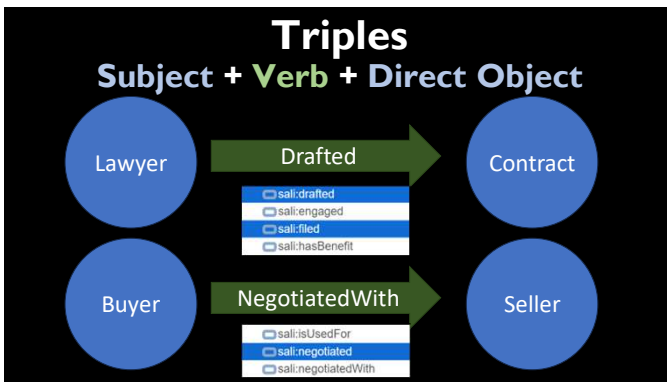
## Knowledge Graphs: Nouns + Verbs

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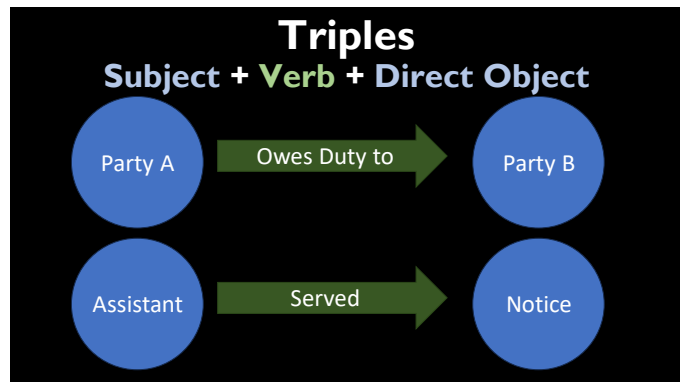


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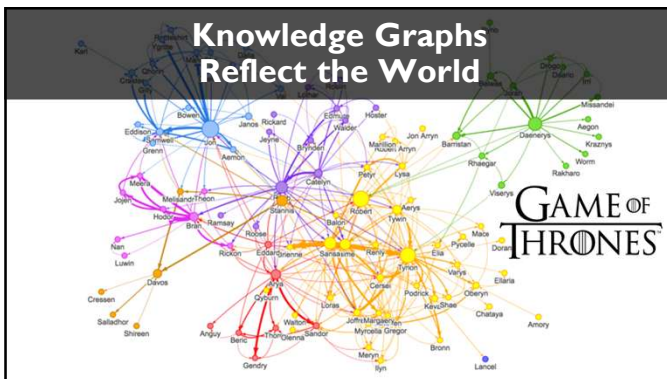
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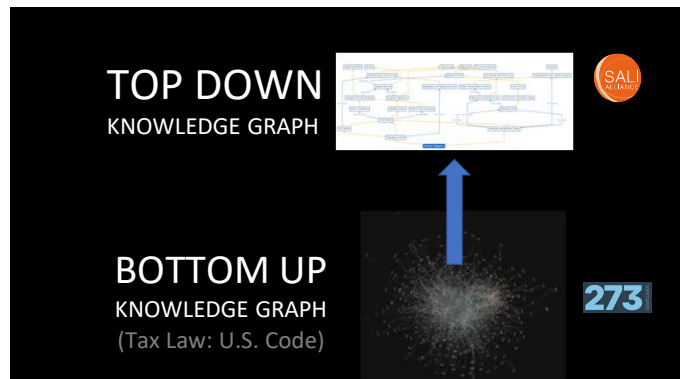
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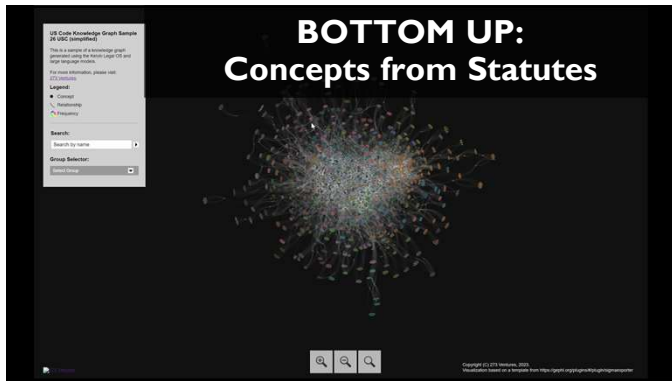
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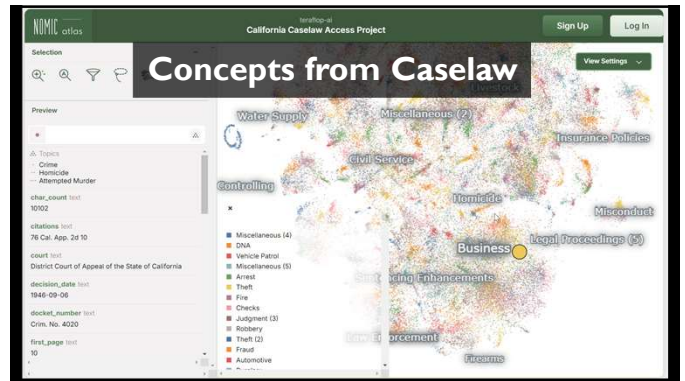
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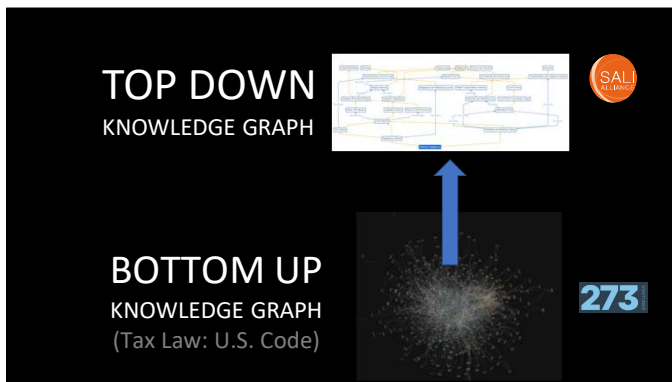
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**Google Patents**

**Systems and methods for workflow and practice management**

**Abstract**  
The present disclosure management that are and methods provide analyzing the success organizational and test for performance analysis.

**Inventor:** Mike DAHN, Shelly ALBAUM, Brian C. Quinn, David Rawson, Chris HENDRY, Damien RIEHL, Emily COLBERT, Scott Francis, Colleen SCIMECA

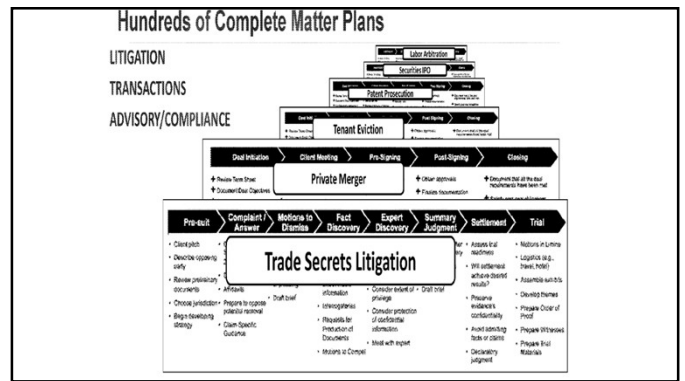
**Classifications**  
G06Q10/0633 Workflow analysis

**Landscapes**  
Engineering & Computer Science  
Business, Economics & Management

**Worldwide applications**  
2017 - US AU EP CA 2022 - AU 2024 - US AU

**Application PCT/US2017/034067 events**  
2017-05-23 Application filed by Dahn Mike, Albaum Shelly, Quinn Brian C, Rawson David, Hendry Chris, Riehl Damien, Colbert Emily, Scott Francis, Scimeca Colleen  
2017-05-23 Priority to CA3025515A  
2017-05-23 Priority to AU2017269322A  
2017-05-23 Priority to EP17803453.4A

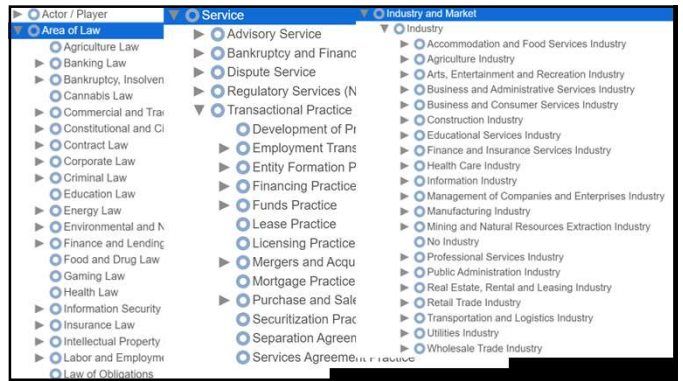
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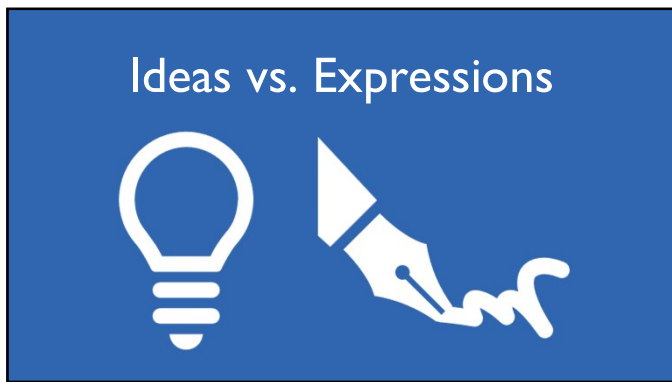
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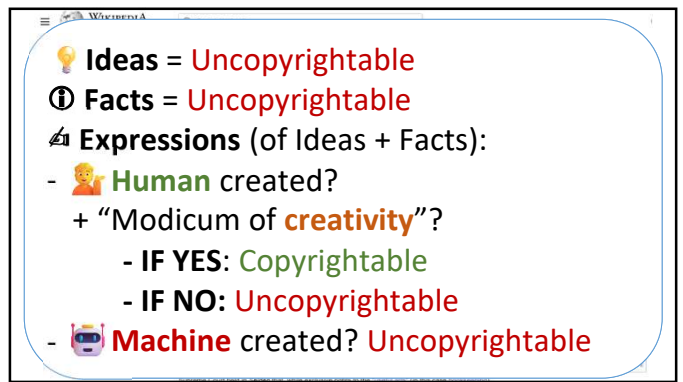
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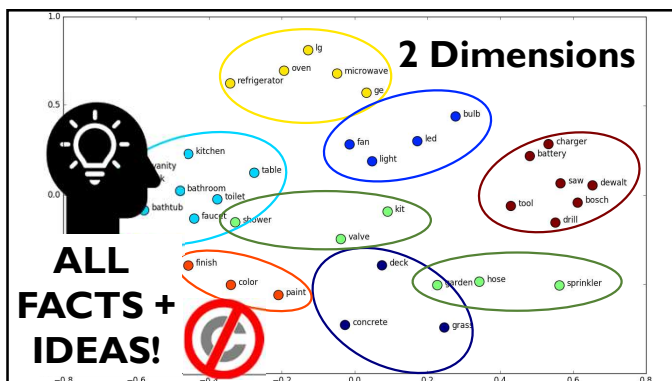
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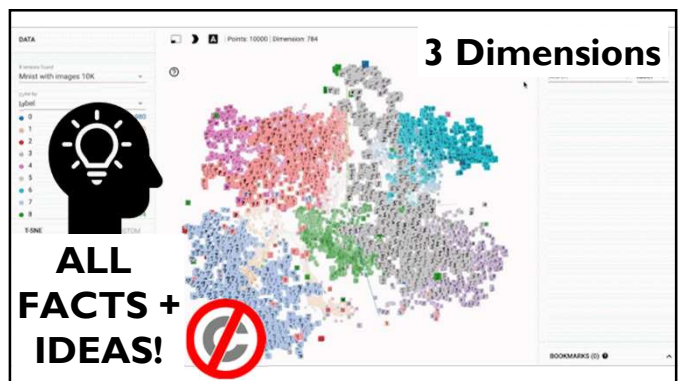
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**ALL FACTS + IDEAS!**

- Actor / Player
- Area of Law
  - Agriculture Law
  - Banking Law
  - Bankruptcy, Insolvent
  - Cannabis Law
  - Construction Law
  - Contract Law
  - Corporate Law
  - Intellectual Property Law
  - Insurance Law
  - International Law
  - Labor Law
  - Real Estate Law
  - Tax Law
  - Transportation Law
  - Trust Law
  - Wills and Estates Law
- Service
  - Advisory Service
  - Bankruptcy and Financial Services
  - Dispute Service
  - Regulatory Services (Non-Profit)
  - Transactional Practice
    - Development of Private Equity
    - Employment Transactions
    - Entity Formation Practice
    - Financing Practice
    - Funds Practice
    - Lease Practice
    - Licensing Practice
    - Mergers and Acquisitions
    - Mortgage Practice
    - Purchase and Sale
    - Securitization Practice
    - Separation Agreements
    - Services Agreements
- Industry
  - Accommodation and Food Services Industry
  - Agriculture Industry
  - Arts, Entertainment and Recreation Industry
  - Business and Administrative Services Industry
  - Business and Consumer Services Industry
  - Construction Industry
  - Educational Services Industry
  - Finance and Insurance Services Industry
  - Health Care Industry
  - Information Industry
  - Management of Companies and Enterprises Industry
  - Manufacturing Industry
  - Mining and Natural Resources Extraction Industry
  - No Industry
  - Professional Services Industry
  - Public Administration Industry
  - Real Estate, Rental and Leasing Industry
  - Retail Trade Industry
  - Transportation and Logistics Industry
  - Utilities Industry
  - Wholesale Trade Industry

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## Structured Thinking Structured Data

Structured Thinking  
Structured Data

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What if tools could extract...  
... every single **thing that matters**

What if tools could mark spans:  
• ...between document sections  
• ...for every single **thing that matters**

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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."

...citing *Brinker Best, Corp. v. Supplement Count*

Cases where the PLAINTIFF wins	Cases where the DEFENDANT wins
<i>Benton v. Telecom Network Specialists, Inc.</i> 220 Cal.App.4th 701, 163 Cal.Rptr.3d 415 Cal. Court of Appeal, Second Dist., Div. Seven Oct. 16, 2013	<i>Munoz v. Chipotle Mexican Grill, Inc.</i> 238 Cal.App.4th 291, 189 Cal.Rptr.3d 134 Cal. Court of Appeal, Second Dist., Div. One Jun. 30, 2015
<i>Bradley v. Networkers Internat., LLC</i> 211 Cal.App.4th 1129, 150 Cal.Rptr.3d 268 Cal. Court of Appeal, Fourth Dist., Div. One Dec. 16, 2012	<i>Koval v. Pacific Bell Telephone Co.</i> 232 Cal.App.4th 1050, 181 Cal.Rptr.3d 805 Cal. Court of Appeal, First Dist., Div. One Dec. 31, 2014
<i>Faulkbury v. Boyd &amp; Associates, Inc.</i> 215 Cal.App.4th 220, 156 Cal.Rptr.3d 632 Cal. Court of Appeal, Fourth Dist., Div. Three May 10, 2013	<i>Daley v. Sears, Roebuck &amp; Co.</i> 214 Cal.App.4th 974, 154 Cal.Rptr.3d 480 Cal. Court of Appeal, Fourth Dist., Div. One Mar. 20, 2013
<i>Ramirez v. Balboa Thrift &amp; Loan</i> 215 Cal.App.4th 765, 155 Cal.Rptr.3d 518 Cal. Court of Appeal, Fourth Dist., Div. One Mar. 21, 2013	<i>Hataishi v. First American Home Buyers Protection Corp.</i> 233 Cal.App.4th 1454, 188 Cal.Rptr.3d 262 Cal. Court of Appeal, Second Dist., Div. Three Feb. 21, 2014

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## "If only there were a menu of 18,000+ standardized legal tags that matter!"

Implementers + Contributors

Implementers + Contributors

- DLA PIPER
- WHITE & CASE
- CLERKSON DUNN
- goulston&ortoft
- REEDSMITH
- PERKINS COLE
- JacksonLewis
- COVINGTON
- Dukakis pepper
- NOERR
- LEWIS & ROCA
- STINSON GONCALVES
- Radiant Law
- AKIN GUMP
- Ballard Spahr
- MAYER BROWN
- netdocuments
- iManage
- Filevine
- ShareFile
- DocuSign
- LexisNexis
- Bloomberg Law
- THOMSON REUTERS
- LITERA
- Agiloft
- 273 | lupl
- lexsoft
- uptland
- index
- centari
- epiq
- ContractPodAi
- CourtAlert
- Ironclad
- PROFILER
- CLONDCOURT
- ALM LAW.COM
- Free Law Project
- Unicourt
- LawToolBox
- Many Others that don't fit on this graphic

**SALI ALLIANCE**

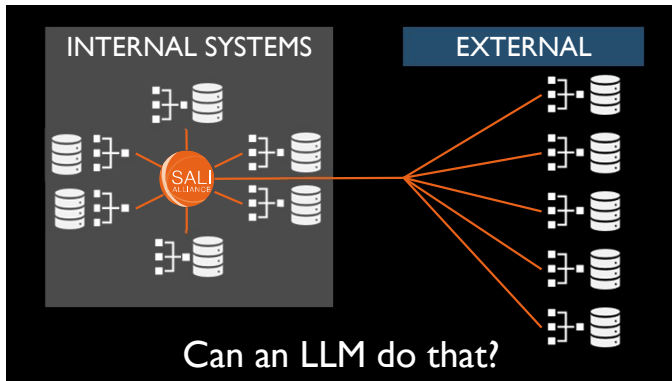
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## Solution:

Standardized ontology for legal data.  
Tag all the text  
Everyone uses the same tags

- Law Firms (Legal Service Providers)
- Every firm department
- Clients (Legal Buyers)
- Tech Providers

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### Tagging Benefits

**Interoperability**

- Unique identifiers (IDs) for each concept
- Used industry-wide

IRI  
<https://soli.openlegalstandard.org/R2e3mdhrPrjPbiYOMYQU0g>

**Annotations**

- ⇒ rdfs:label      Patent Law
- ⇒ skos:definition      Law is designed to encourage inventors to disclose their new technology to the world by offering the incentive of a limited-time monopoly on the technology.
- ⇒ skos:allLabel      Patentrecht

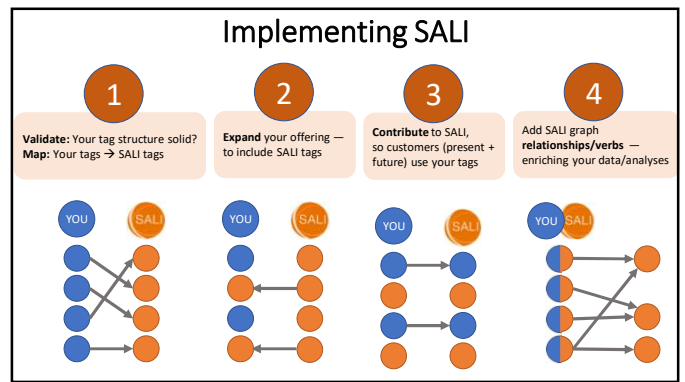
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### Better Structure than your 1980s Frankenstein taxonomy

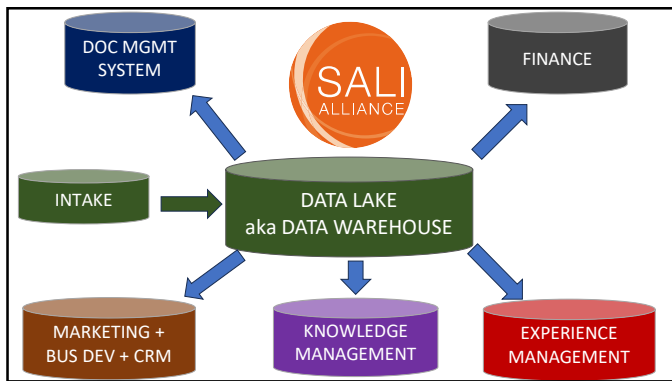
AT	FIRM_CODE	SALI CAT 1	SALI LABEL 1
AOL	Appeals to the PTAB	AOL	Patent
		Service	Regulatory Practice
		Forums & Venues	U.S. Patent Trial and Appeal Board (PTAB)

Open Source! Free!

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### Types of Standards

- Metadata Standards** (SOLI noslegal LIST)
  - Areas of Law
  - Services
  - Industries
  - Jurisdictions
  - Document Types
  - Clause Types
  - 18,000+ other tags
- Content Standards** (Bonterms ONE NDA)
  - Doc Contents
  - Clause Contents
  - "NDAs have this standard language"
  - "Force majeure standard language"
- Process Standards** (???)
  - "Steps to do <TASK> are..."
  - "For <DOCTYPE>, include <CLAUSES>."

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**Metadata Standards → Content Standards**

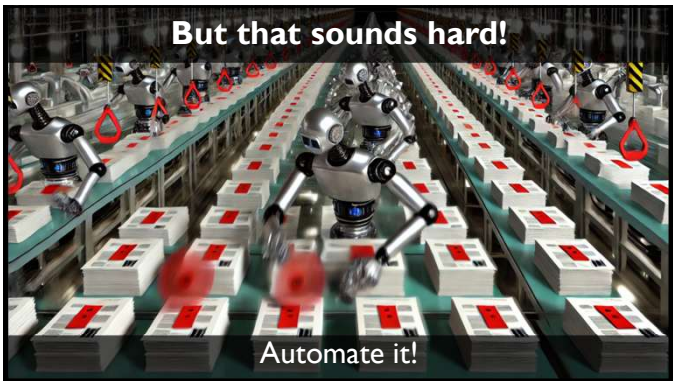
Trans. Bank.  
M&A U.S.

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Then...

**Content Standards**

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**Various standards over the years**

- LegalXML
- UTBMS
- LEDES

In common?  
Human tagging!  
Tools to tag everything?  
Automatically?  
For free?

255



256

**What if tagging were automated?**

**Greener Acres Lease**

Annotated as: Effective Date

This Lease Agreement (the "Agreement") is made and entered into as of January 3rd, 2020, by and between:

Acme, Inc., hereinafter referred to as the "Lessor",  
and  
Emca LLC, hereinafter referred to as the "Lessee".

WITNESSETH:

WHEREAS, Lessor is the owner of certain real property being, lying and situated in the County of Anytown, State of ST, and legally described as follows: real property having a street address of 123 Main Street, Anytown, ST 12345.

The term of this Lease shall begin on February 1st, 2020, and shall continue until January 31st, 2021, unless earlier terminated as provided herein.

Securely (local)!

For FREE! sale

257

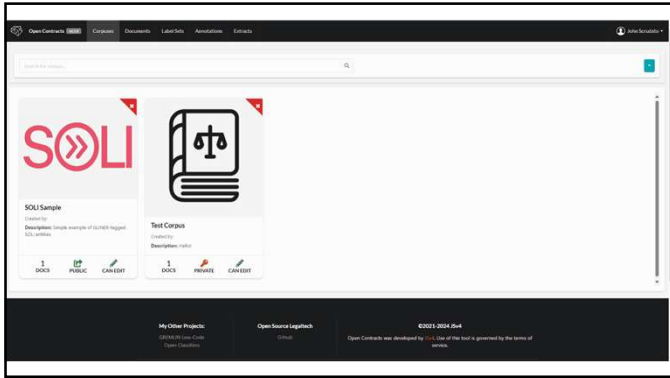
Analyses (View Mode)

Machine-created annotations.

21%

Annotation list on the left includes: Document Date, Date, Date, Date, Date, Date, Date, Date, Date.

258



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