

# Leading Your Bar Through the AI Revolution

⚡ GPT-3.5

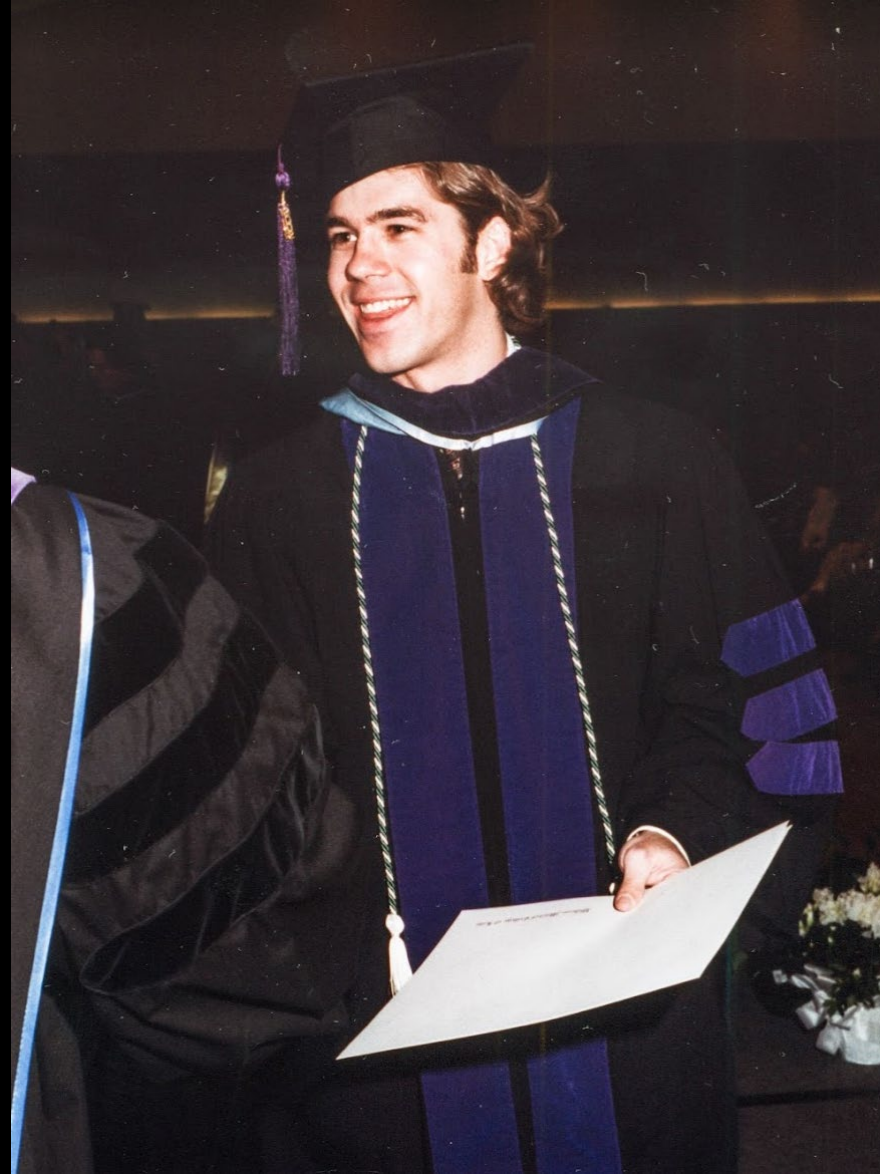
✦ GPT-4

ChatGPT **PLUS**

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



Lawyer since 2002





Chief Judge Edward Toussaint  
Minn. Court of Appeals

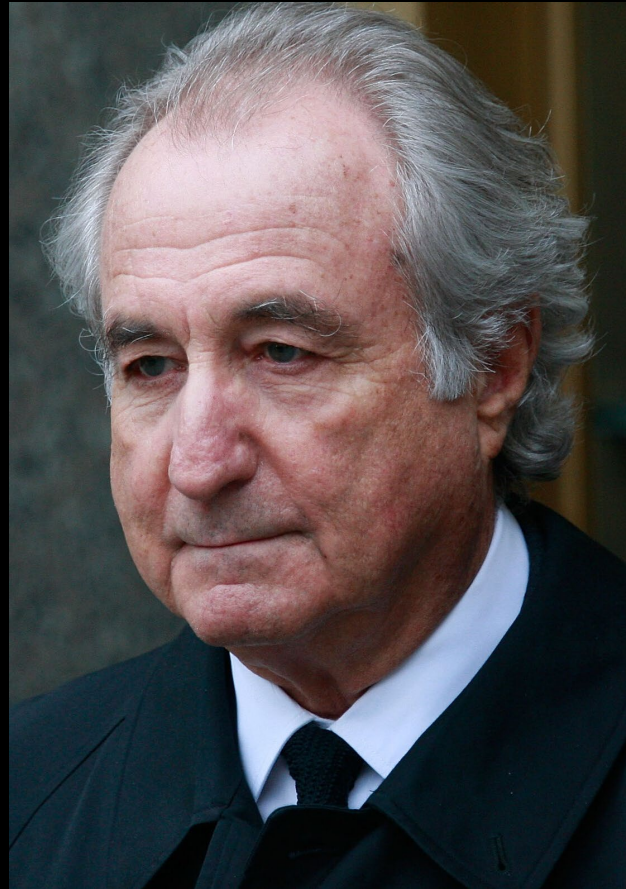


Chief Judge Michael J. Davis  
U.S. District Court – D. Minn.



Litigated for 15 years

ROBINS   
KAPLAN LLP

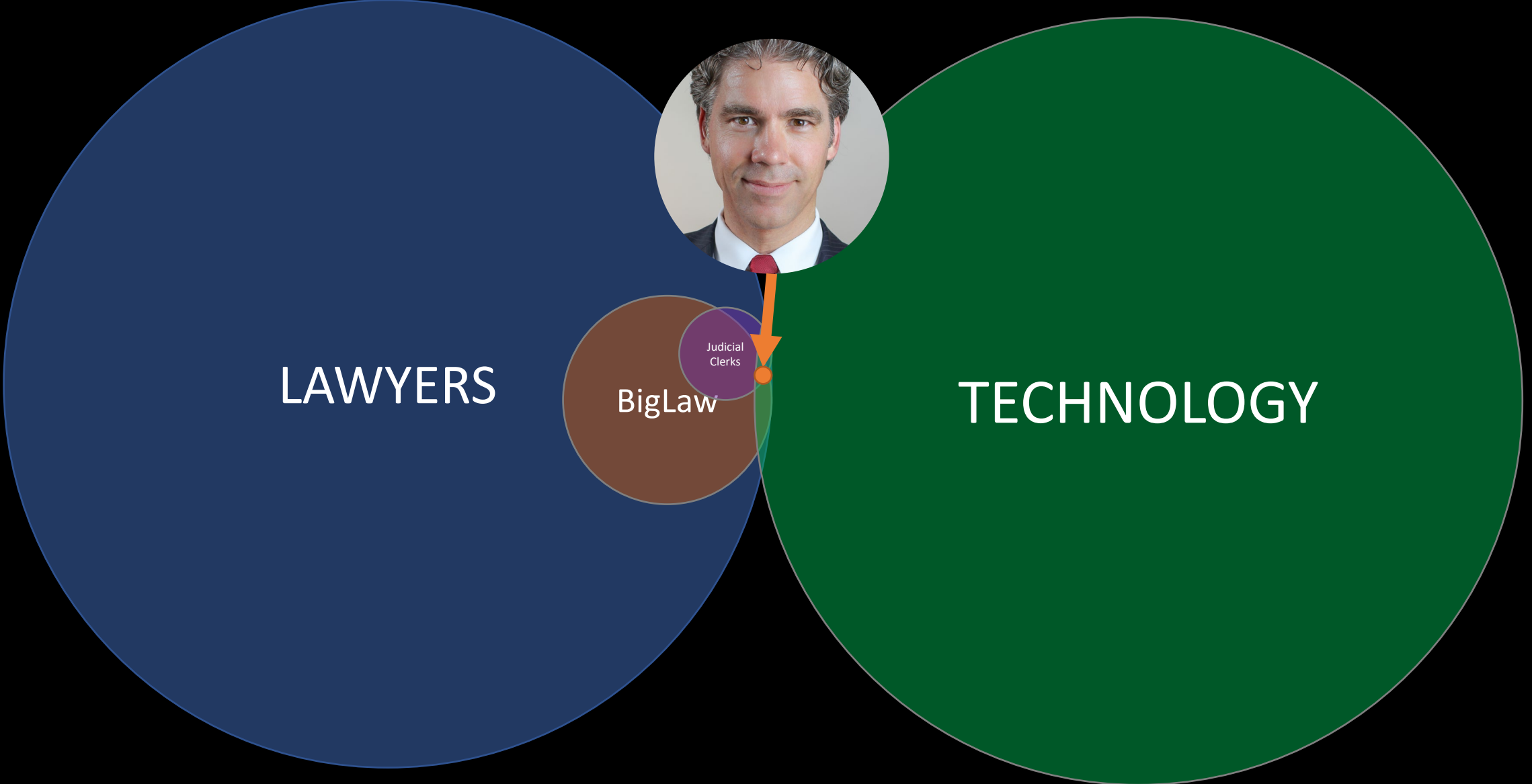


J.P.Morgan



# CODER SINCE 1985





LAWYERS

TECHNOLOGY

BigLaw

Judicial Clerks





THOMSON REUTERS

**STROZ FRIEDBERG**  
an Aon company

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Meta

## Pursuing Forensic Audits to Investigate Cambridge Analytica Claims

March 19, 2018

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

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

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



1,811,666 views

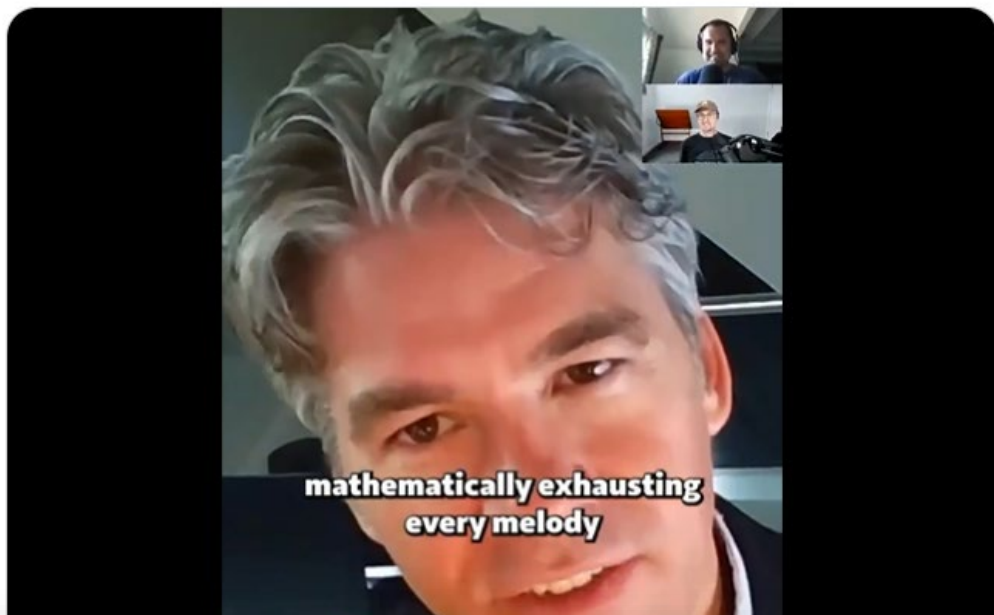
Why all melodies should be free for musicians to use

1,811,666 views | Damien Riehl | TEDxMinneapolis • August 2019



prayingforexits @mrexits · Aug 27

My guy brute forced 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!



136



90



1,910



115.4K



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DOCKET  
ALARM



# Bar Groups: AI + Law



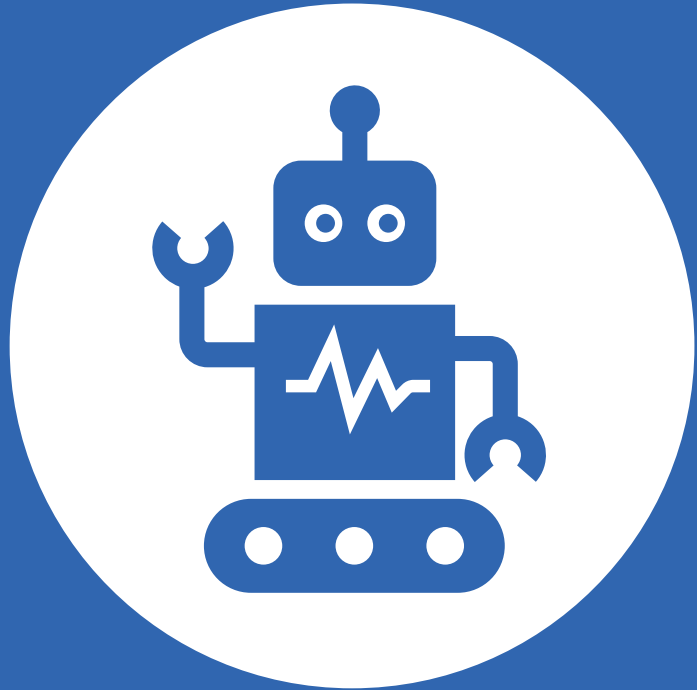
Minnesota  
State Bar  
Association

Chair of  
AI + UPL  
Working Group



American Bar Association

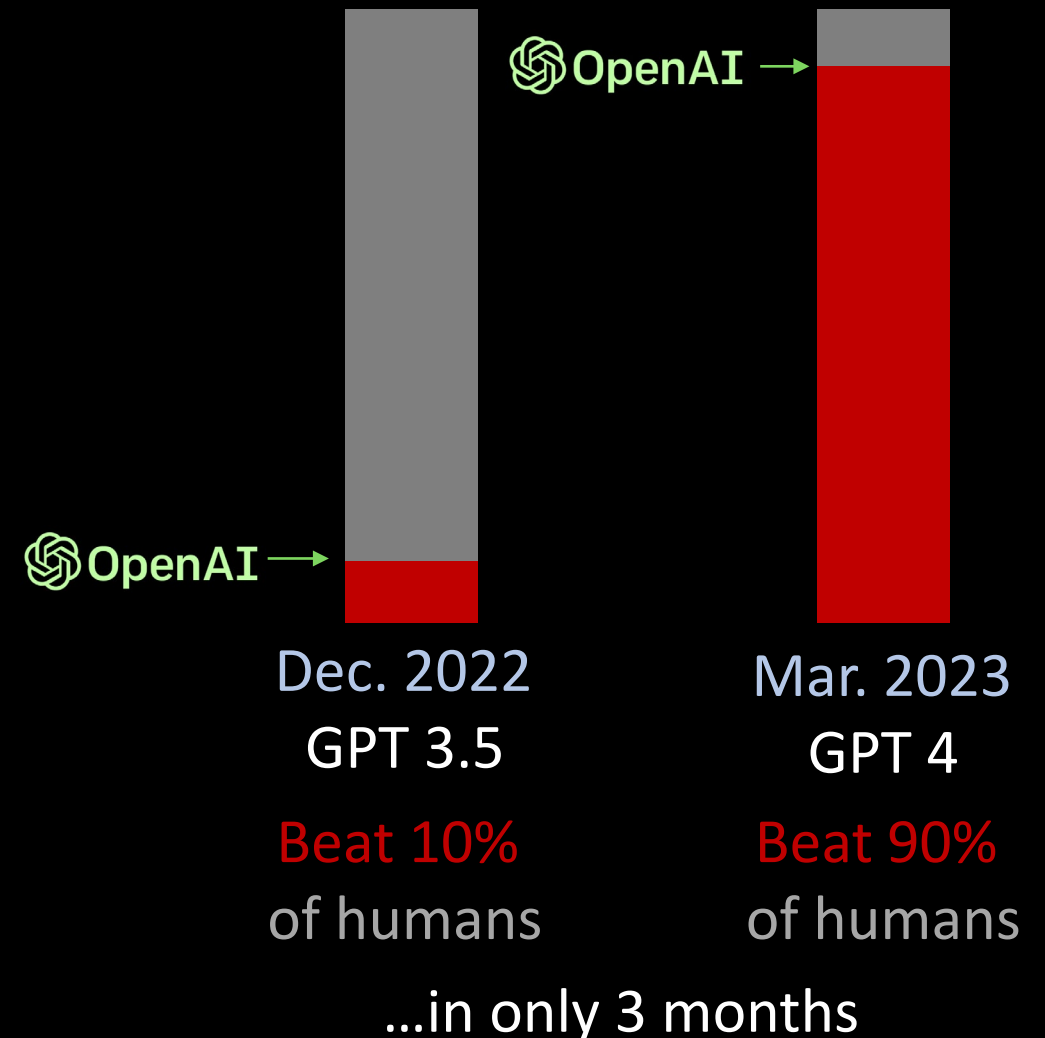
# Any AI news?



# GPT-4

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

# Bar Exam Performance





“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.”

# Create Counterarguments + Good Facts





GitHub



GitHub Copilot

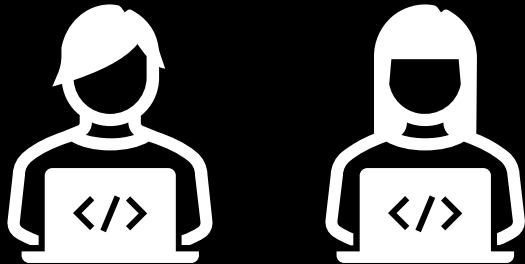
```

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

```



Microsoft



V.



Breach of Contract

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

## Page

I.	INTRODUCTION .....	1
II.	PLAINTIFFS' ALLEGATIONS .....	2
III.	LEGAL STANDARD .....	3
A.	Motion to Dismiss for Lack of Subject Matter Jurisdiction.....	3
B.	Motion to Dismiss for Failure to State a Claim Under Rule 12(b)(6).....	4
B.	The Copyright Act Preempts Several State Law Causes of Action.....	8
C.	Plaintiffs' Claims Fail for Reasons Specific to Each Claim.....	9
1.	Plaintiffs' DMCA Claim Should be Dismissed.....	9
a.	Plaintiffs Have Not Properly Pled a Claim for Removal of CMI.....	9
b.	Plaintiffs Have Failed to Plead a Claim for Distributing Copies of Works from Which CMI Has Been Removed.....	12
c.	Plaintiffs Have Failed to Show that OpenAI Has Conveyed Any False CMI in Connection with Copilot Outputs.....	13
2.	Plaintiffs' Breach of Contract Claim Fails.....	13
a.	Plaintiffs Have Not Sufficiently Pled Existence of a Contract.....	14
b.	Plaintiffs Fail to Allege Facts Demonstrating the Contractual Provisions OpenAI Entities Allegedly Breached.....	14
3.	The Claim for Tortious Interference in Contractual Relationship Fails.....	15
4.	Plaintiffs Fail to Allege a False Designation of Origin Claim.....	16
5.	Plaintiffs Fail to State a Claim for Unjust Enrichment.....	17
6.	Plaintiffs Fail to State an Unfair Competition Claim.....	18
7.	Plaintiffs Fail to Adequately Plead A Violation of the CCPA.....	19
8.	Plaintiffs Fail to State a Claim for Negligence.....	21
9.	Plaintiffs Fail to State a Civil Conspiracy Claim.....	24
10.	Plaintiffs Fail to State a Claim for Declaratory Relief.....	25
V.	CONCLUSION.....	25

IV.	ARGUMENT.....	5
A.	The Complaint Fails for Reasons Applicable to All Causes of Action.....	5
1.	Plaintiffs Lack Article III Standing to Assert Their Claims.....	5

DR

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V.	CONCLUSION.....	

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

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

2. Plaintiffs Have Failed to Obtain Leave to Proceed Anonymously



Counterarguments to the Motion to Dismiss:

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

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

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



Col

DR

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

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

- Plaintiffs have standing to assert their claims
  - They have suffered an injury-in-fact
  - The injury is traceable to the defendant's conduct
  - A favorable court decision is likely to redress the injury

DR

Now for each Level 2 sub-bullet of what could be element. Exclude commercial injur

DR

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



1. Article III Standing  
a. Injury in fact

i. Examples of relevant facts:

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

• Plaintiffs have incurred costs to protect their intellectual property

b. Causation

i. Examples

• OpenAI's actions caused the injury

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

c. Redressability

i. Examples

• A ruling in Plaintiffs' favor would redress the injury

• Monetary relief would redress the injury

2. Leave to Plaintiff

a. Example

i. The Plaintiff has a personal stake in the outcome

ii. The Plaintiff has suffered a concrete and particularized injury

iii. The Plaintiff has a sufficient interest in the outcome

3. Pleading Requirements

a. Example

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

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

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

4. Preemption by the Copyright Act

a. Examples of relevant facts:

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

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

## 1. Article III Standing

### a. Injury in fact:

#### i. Examples of relevant facts:

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

DR

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



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

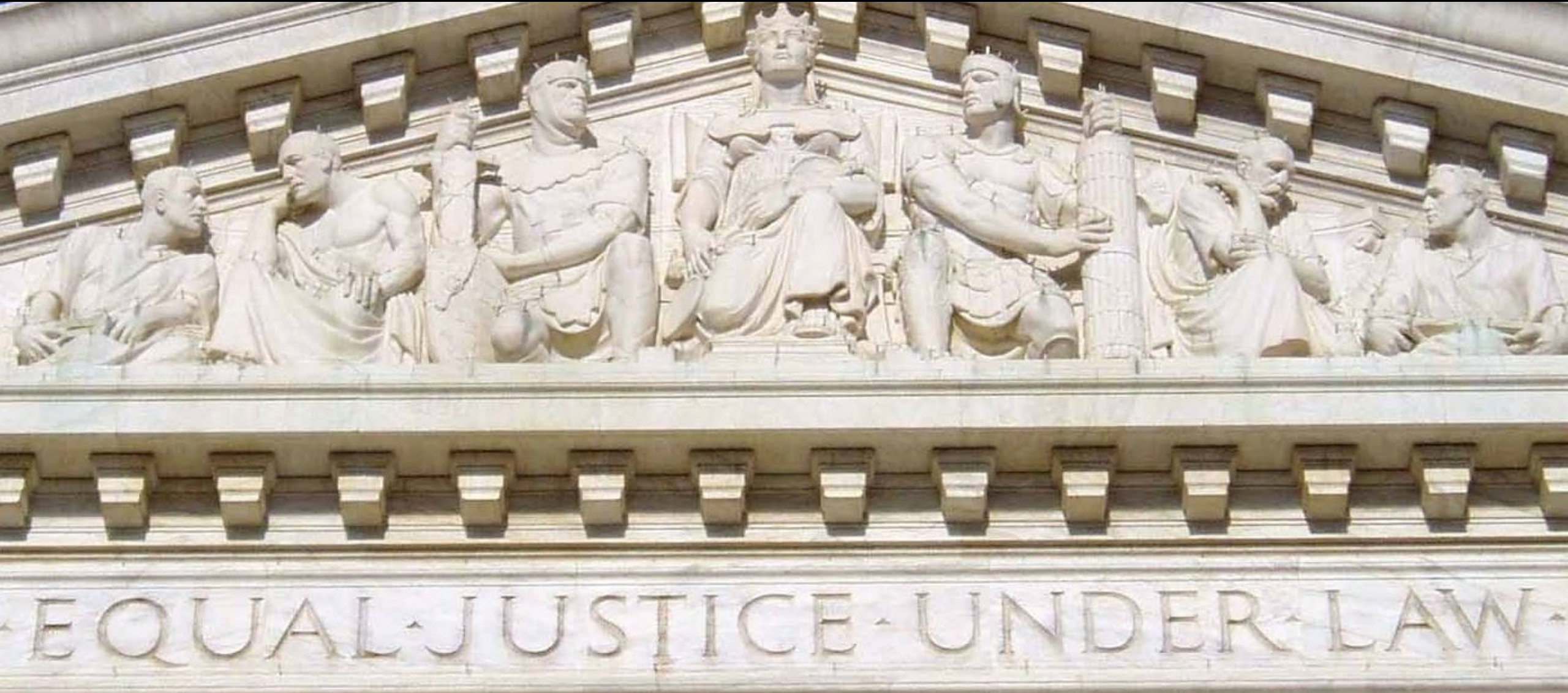
# That took me less than one minute

## How long would it have taken an associate?

- If an associate charges \$500/hour
  - Would they have spent an hour?
  - Maybe two (\$1,000)?
  - Maybe eight (\$4,000)?
- What charge for my 45 seconds of prompting?
- Less time — baked into legal software (one click)?

Hourly Billing → Flat Fee Billing?

# EQUAL JUSTICE



# SHOW OF HANDS:





**RICH?**



**POOR?**

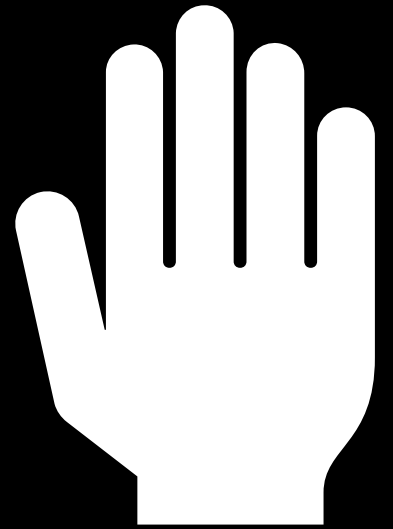


**DISAGREE?**

EQUAL JUSTICE UNDER LAW

# 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)

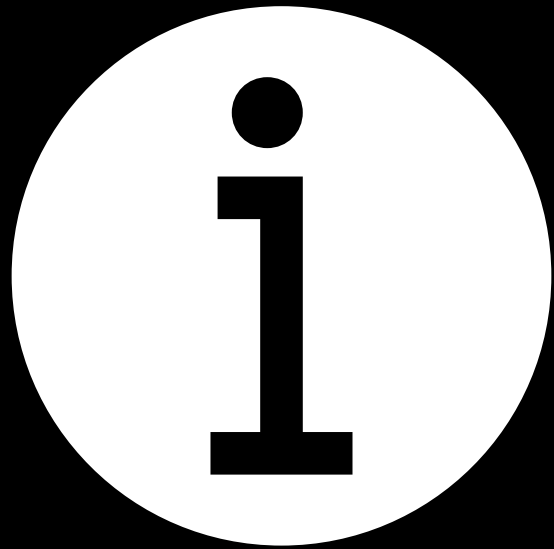


**TAKE IT DOWN!**

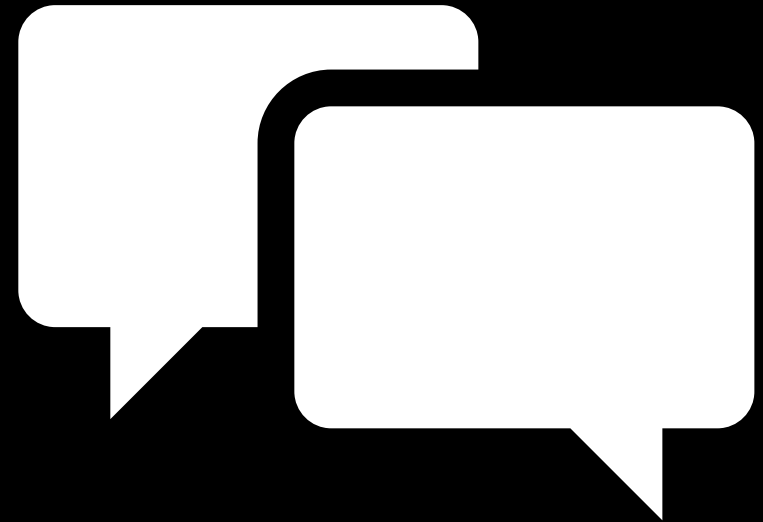
**But how?**



LEGAL  
INFORMATION?



LEGAL  
ADVICE?





Law:  
Free Access

Case law

- Federal courts
- Minnesota courts
- Select courts...

Any time

- Since 2023
- Since 2022
- Since 2019
- Custom range...

Sort by relevance

Sort by date

include citations

Create alert

Harsco Corp. v. Segui

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 Harsco's claim for **breach** of fiduciary ...

☆ Save Cite Cited by 1006 How cited

JP Morgan Chase v. JH Electric of New York, Inc.

69 AD 3d 802, 893 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 ...

☆ Save Cite Cited by 461 How cited All 2 versions

Johnson v. Nextel Communications, Inc.

660 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 ...

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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 TPA ... to provide such purchase orders did not constitute a material **breach** ...

☆ Save Cite Cited by 438 How cited All 2 versions



Take it down!



Google

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

Converse News Images Books Shopping Videos Maps Flights Finance

All filters Tools

Generative AI is experimental. Info 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.

Ask a follow up: 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.

Richard Pu https://www.newyorklitigator.com Practice Areas Breach of Contract - New York Business Lawyer

Law: Free Access




Take it down!

# Google




Google Docs

 Help me write



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

Create

 Help me write

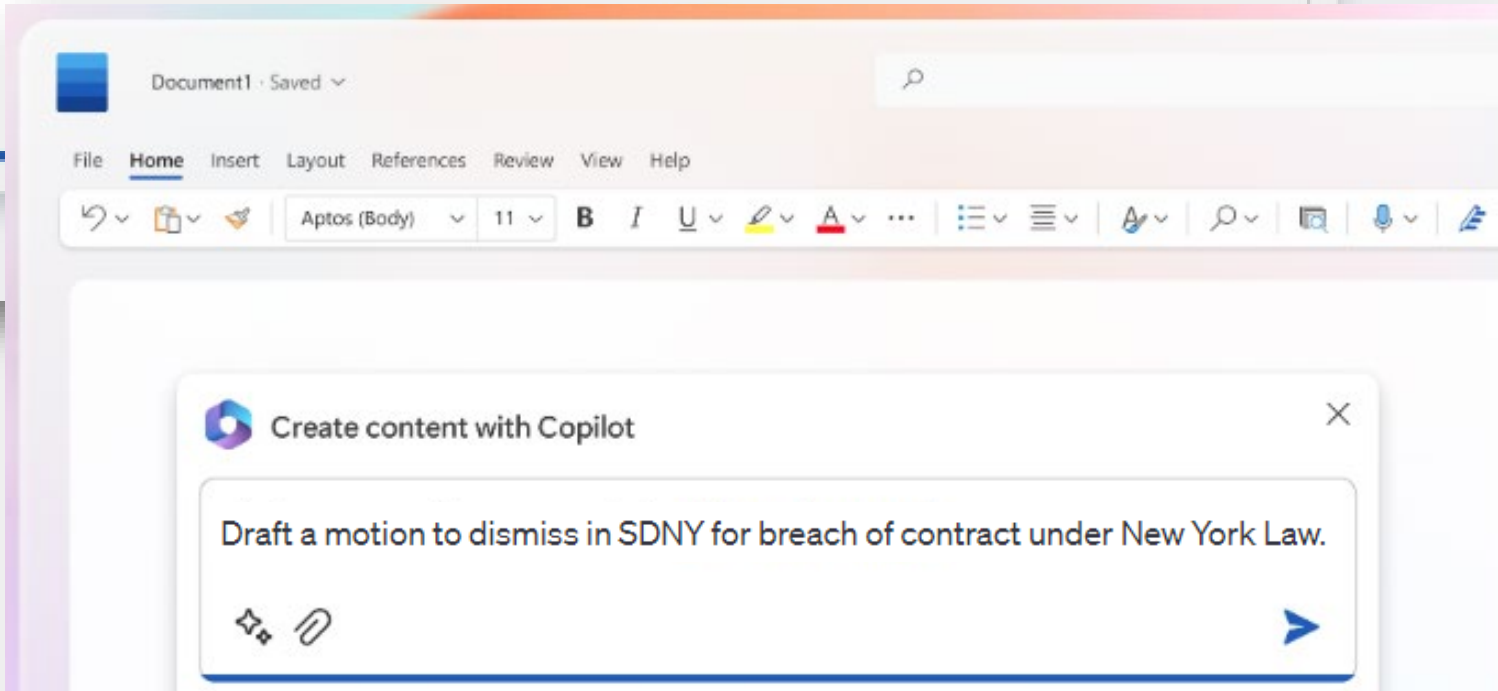
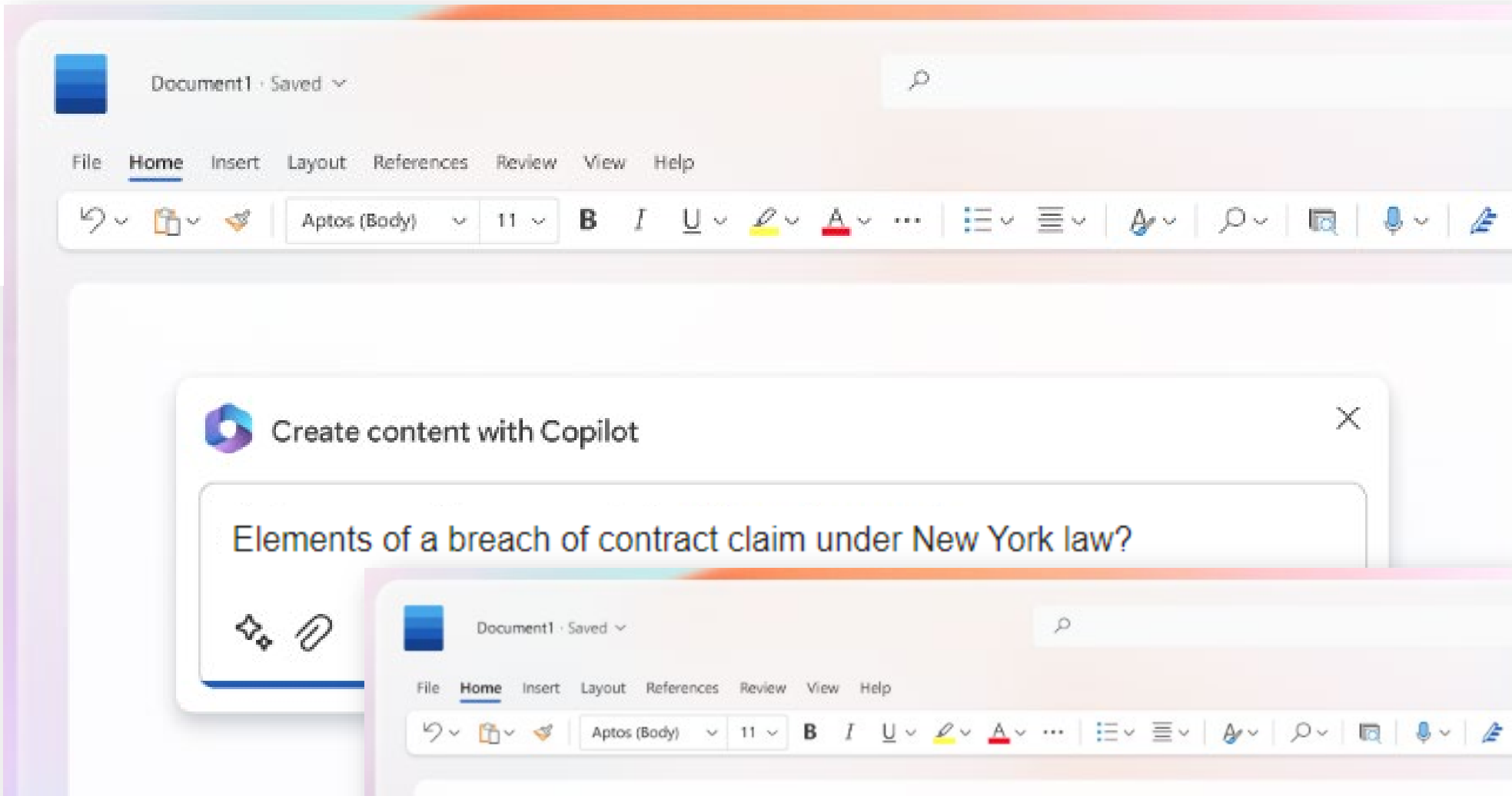


Draft a motion to dismiss in SDNY for breach of contract under New York Law.

Create



# Microsoft





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



Under New York law, a breach of contract claim typically consists of the following elements, which must be established by the plaintiff to succeed:

1. **Existence of a Contract:** There must be a valid and enforceable contract in place. This includes a clear offer, acceptance, mutual assent, and consideration.
2. **Plaintiff's Performance:** The plaintiff must demonstrate that they have fulfilled their

✦ GPT-4 ⓘ



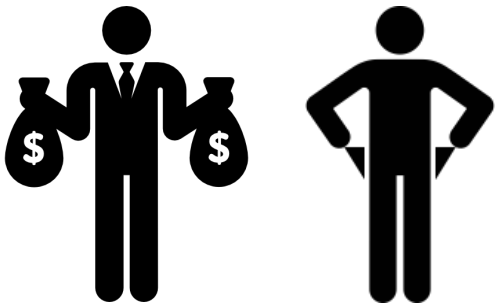
Draft a motion to dismiss in SDNY for breach of contract under New York Law.



Certainly. Below is a draft motion to dismiss for a breach of contract claim in the Southern District of New York (SDNY) under New York Law. Note that this is a general template and would need to be tailored to the specific facts of your case, including proper citations to applicable laws and cases.



# LEGAL INFORMATION



### Case law

Federal courts

Minnesota courts

Select courts...

### Any time

Since 2023

Since 2022

Since 2019

Custom range...

### Sort by relevance

Sort by date

include citations

Create alert

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Google

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

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- Shopping
- Videos
- Maps
- Flights
- Finance

All filters | Tools

Generative AI is experimental. Info quality may vary.

To establish a breach of contract claim in New York, a party must prove the following four elements: [New York Business Lawyer](#), [Tilem & Associates, PC](#), +7 more

- **Contract:** A valid, enforceable contract between the parties [Tilem & Associates, PC](#), [Romano Law](#)
- **Performance:** The party seeking recovery performed their part of the contract
- **Breach:** The other party failed to perform their part of the contract [New York Business Lawyer](#), [hunnicuttlaw.com](#)
- **Damages:** The non-breaching party sustained damages as a result of the breach [Lexology](#), [Freiberger Haber LLP](#)

Breach of Contract - New York Business...

[RP](#) New York Bu...

The Four Elements of a Breach of...

Sep 30, 2021

[hunnicuttlaw...](#)

Spotlight: breach of contract clai...

Jan 14, 2021

[LEX](#) Lexology

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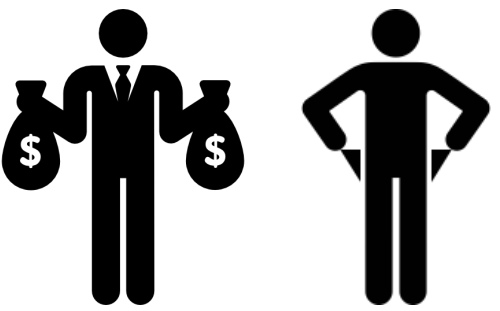
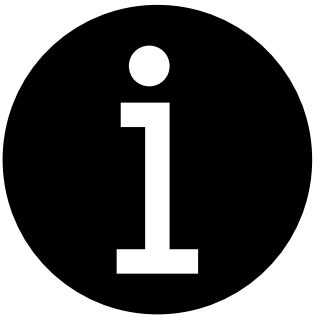


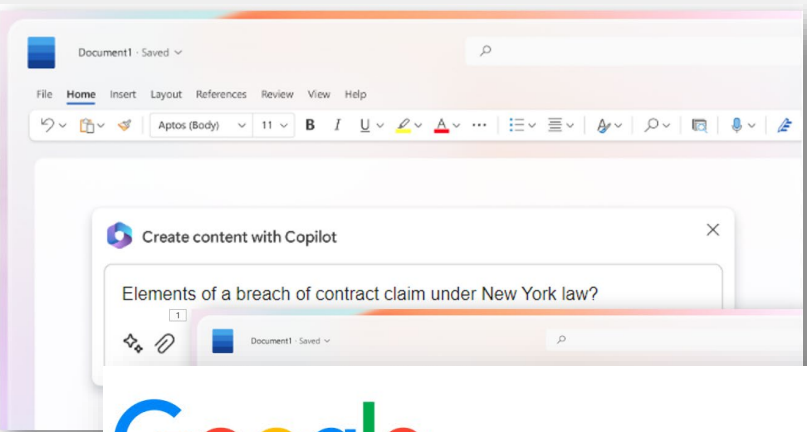
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[Richard Pu](#)  
<https://www.newyorklitigator.com> > Practice Areas

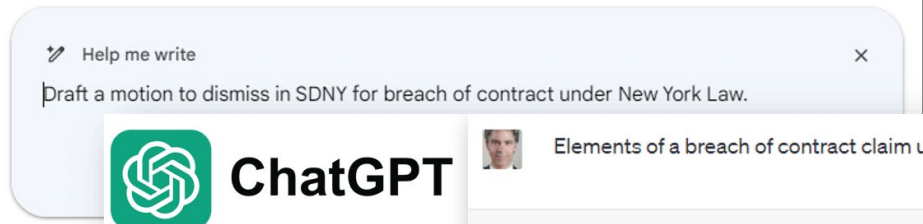
**Breach of Contract - New York Business Lawyer**

# LEGAL INFORMATION





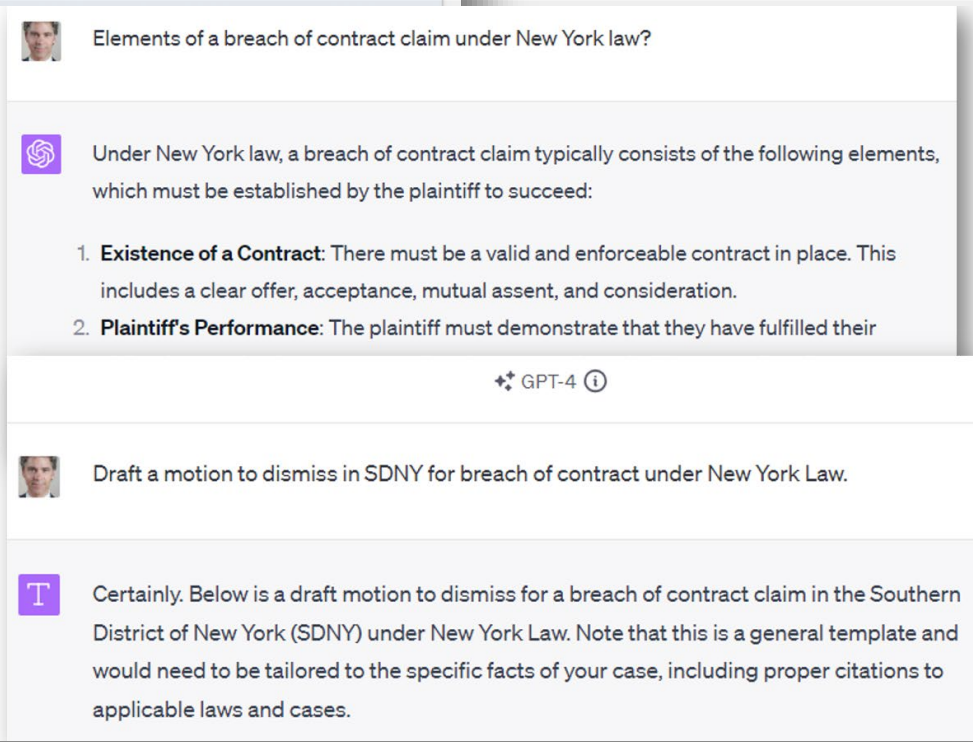
Google Docs



ChatGPT



OpenAI



LEGAL INFORMATION



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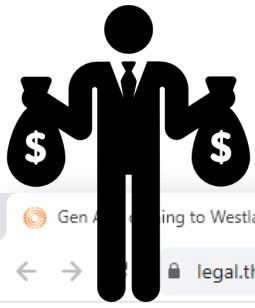


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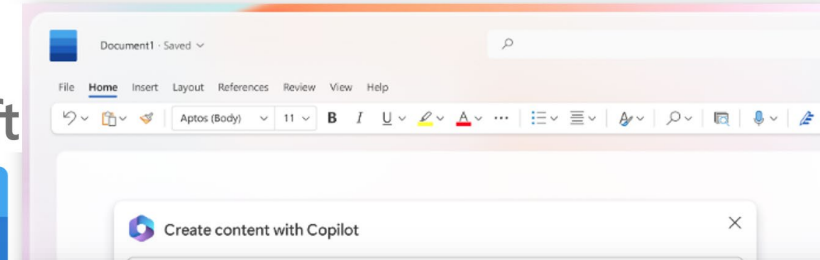
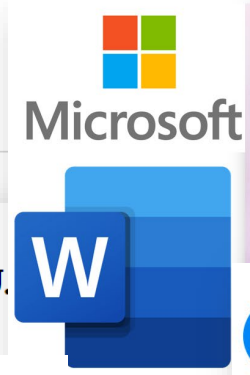
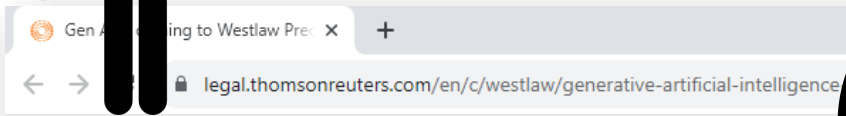
**WESTLAW™**

**RICH? POOR?**

**Google Scholar**



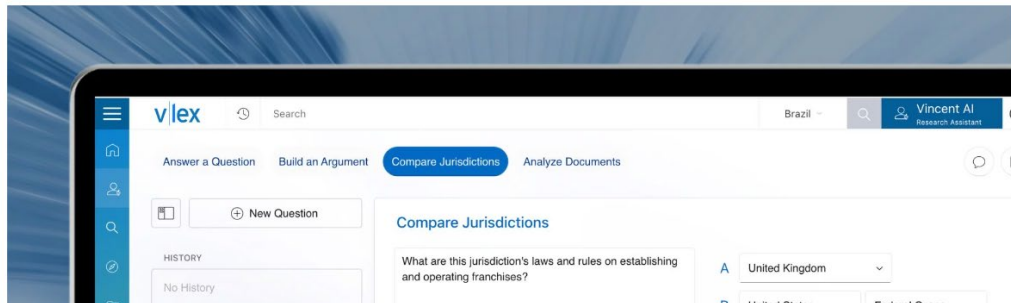
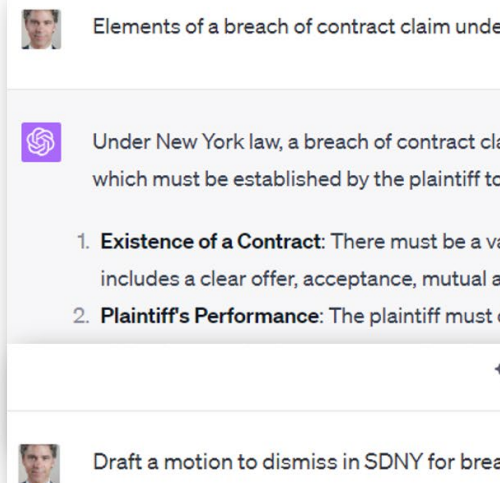
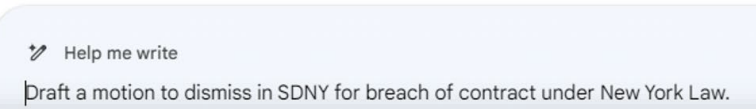
# LEGAL INFORMATION



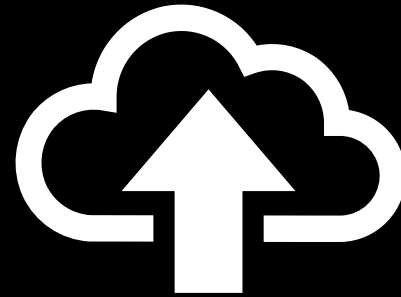
Tracking Technology and Innovation for the Legal Profession

## vLex (Fastcase) Unveils Beta Version Of Its Global, Multi-Language Generative AI Legal Research Tool

LexisN Radzin



Have we ever successfully  
slowed technology?



**ETHICS! ETHICS! ETHICS! ETHICS!**

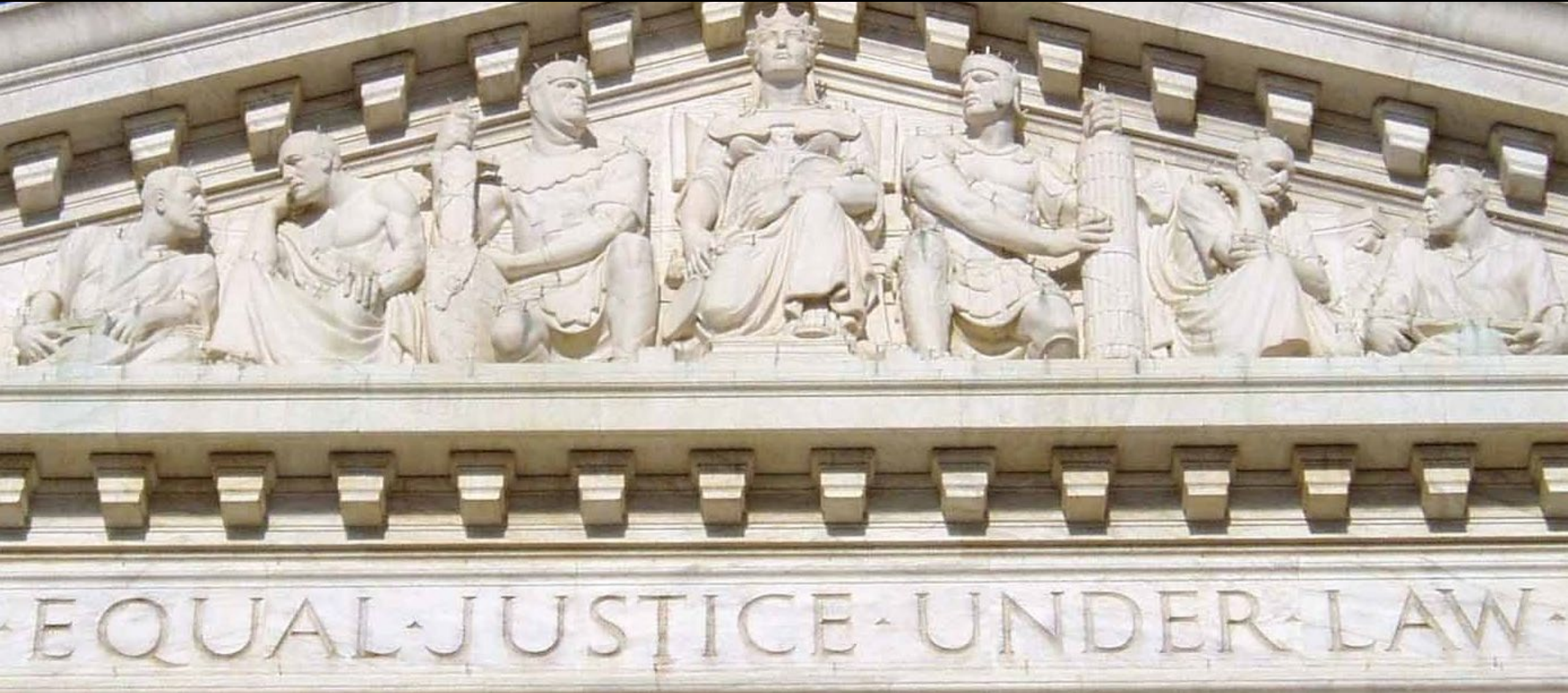
Everyone used it. Everyone used it. Everyone used it. Everyone used it.

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

# SHADOW IT



# ACCESS TO JUSTICE



Jim Sandman



# Access to Justice

## Today

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

## Tomorrow?

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



**RICH? POOR?**

EQUAL JUSTICE UNDER LAW

# Access to Justice





# Jane

Employment Discrimination Victim  
(Valid Claim)

**Income:**

**\$18,000**

(No Legal Aid)

# Jane's Options

**OLD WORLD**

**NEW WORLD**





**RICH? POOR?**

EQUAL JUSTICE UNDER LAW

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





“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.”

# Bars' Questions to Themselves:

1. Prosecute world's largest companies?

- Information vs. Advice?
- Freedom of Speech (Upsolve?)

2. Who does the Bar serve?

1. The Public (Access to Justice)?
2. The Guild?

