

# Impact of “AI” on Defense Litigation

NYSIA Conference

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# What Interests me

- Impact on Insurance Carriers
  - Analytics
  - Cost projections/spend management
- Impact on defense lit (general)
- Impact on Defense Firms
  - Job design (this is what I'm most interested in)
  - Quality control/audit
  - Not discussing: marketing impact

What is “A.I.”?

# Definitions

- Narrow AI, the only existing form, is designed for specific tasks and often surpasses human efficiency in those tasks but remains limited to its programmed function.
  - *Generative AI fits into this definition.*
  - Generative AI, a subset of narrow AI, encompasses “algorithms (such as ChatGPT) that can be used to create new content, including audio, code, images, text, simulations, and videos.” Recent advancements in AI have made these tools more accessible and user-friendly. Widely used platforms like Siri, Amazon’s Alexa, IBM Watson, and OpenAI’s ChatGPT have popularized the adoption of generative AI.
- General AI and super AI are theoretical concepts, with general AI having the potential to apply previous learning to new tasks autonomously and super AI surpassing human understanding with capabilities such as reasoning, emotions, beliefs, and desires.

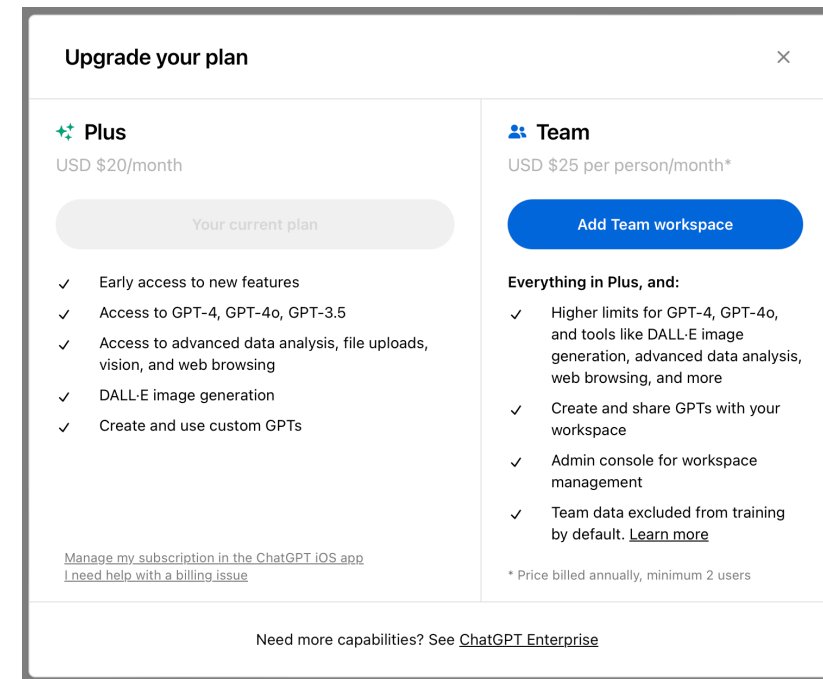
# Issues & Concerns

Legal Concerns Include	Ethical Concerns Include
Intellectual property infringement	Job displacement
Data privacy issues	Privacy
Violations of employment regulations	Bias
Inappropriate use of copyrighted information/data	Security
Contract law disputes where generative AI is used	Explainability
Customer/client confidentiality issues	Accountability
Inappropriate use of generative AI output	Deep fakes
	Misinformation
	Exploitation of intellectual property
	Loss of personal connection/communication
	Balancing ethics with competition

What Can “A.I.” Really Do?

# Service: Chat Jeeps

- Product versions of ChatGPT3-4
- Owned by Open AI
- Free, but
- “Premium” features are \$20.00 a month per user



The screenshot shows a modal window titled "Upgrade your plan" with a close button (X) in the top right corner. It is divided into two columns. The left column is for the "Plus" plan, which is currently selected and labeled "Your current plan". It lists features: "Early access to new features", "Access to GPT-4, GPT-4o, GPT-3.5", "Access to advanced data analysis, file uploads, vision, and web browsing", "DALL-E image generation", and "Create and use custom GPTs". The price is "USD \$20/month". Below the list are links: "Manage my subscription in the ChatGPT iOS app" and "I need help with a billing issue". The right column is for the "Team" plan, labeled "Add Team workspace". It lists features: "Higher limits for GPT-4, GPT-4o, and tools like DALL-E image generation, advanced data analysis, web browsing, and more", "Create and share GPTs with your workspace", "Admin console for workspace management", and "Team data excluded from training by default. Learn more". The price is "USD \$25 per person/month\*". A footnote at the bottom right states "\* Price billed annually, minimum 2 users". At the bottom center of the modal, it says "Need more capabilities? See [ChatGPT Enterprise](#)".

**Upgrade your plan** ✕

**Plus**  
USD \$20/month

Your current plan

- ✓ Early access to new features
- ✓ Access to GPT-4, GPT-4o, GPT-3.5
- ✓ Access to advanced data analysis, file uploads, vision, and web browsing
- ✓ DALL-E image generation
- ✓ Create and use custom GPTs

[Manage my subscription in the ChatGPT iOS app](#)  
[I need help with a billing issue](#)

**Team**  
USD \$25 per person/month\*

Add Team workspace

**Everything in Plus, and:**

- ✓ Higher limits for GPT-4, GPT-4o, and tools like DALL-E image generation, advanced data analysis, web browsing, and more
- ✓ Create and share GPTs with your workspace
- ✓ Admin console for workspace management
- ✓ Team data excluded from training by default. [Learn more](#)

\* Price billed annually, minimum 2 users

Need more capabilities? See [ChatGPT Enterprise](#)

# Service: Casetext

- Owned by Thomson Reuters (Westlaw, Practical Law, etc).
- Cost: \$250/user billed monthly with either a 1, 2, or 3 year commitment.
- Link: [https://help.casetext.com/en/articles/subscriptions-does-casetext-offer#h\\_4adac](https://help.casetext.com/en/articles/subscriptions-does-casetext-offer#h_4adac)

	Research	CoCounsel Core	CoCounsel Core as a Westlaw Precision User	CoCounsel All-Access
<a href="#">Parallel Search</a>	✓			✓
<a href="#">AllSearch</a>	✓	✓	✓	✓
<a href="#">Search with a document</a> (CARA A.I.)	✓			✓
<a href="#">Cite-check a brief</a> (SmartCite Report)	✓			✓
<a href="#">CoCounsel</a> (non-research capabilities)		✓	✓	✓
<a href="#">CoCounsel</a> (w/ legal research powered by Westlaw Precision)			✓	
<a href="#">CoCounsel</a> (w/ legal research powered by Casetext legal content)				✓
All attorneys at an organization must have a subscription		✓	✓	✓
Staff may use the technology for free with	✓	✓ With a 1:1	✓ With a 1:1	



# Service: CoPilot

- Microsoft Product
- Cost: CONFUSING
  - Included with some subscriptions
  - Weird crippled versions with all OS installs

## Copilot for Microsoft 365 pricing

### Copilot for Microsoft 365

**\$30.00**

user/month with an annual subscription

Pay yearly, \$360.00 user/year<sup>1</sup>

### Achieve more than ever before using AI.

- ✓ Integrated with Teams<sup>2</sup>, Word, Outlook, PowerPoint, Excel, Edge for Business, and other Microsoft 365 apps
- ✓ AI-powered chat with Microsoft Copilot
- ✓ Create plugins to your data and automation using Copilot Studio
- ✓ Enterprise-grade security, privacy, and compliance

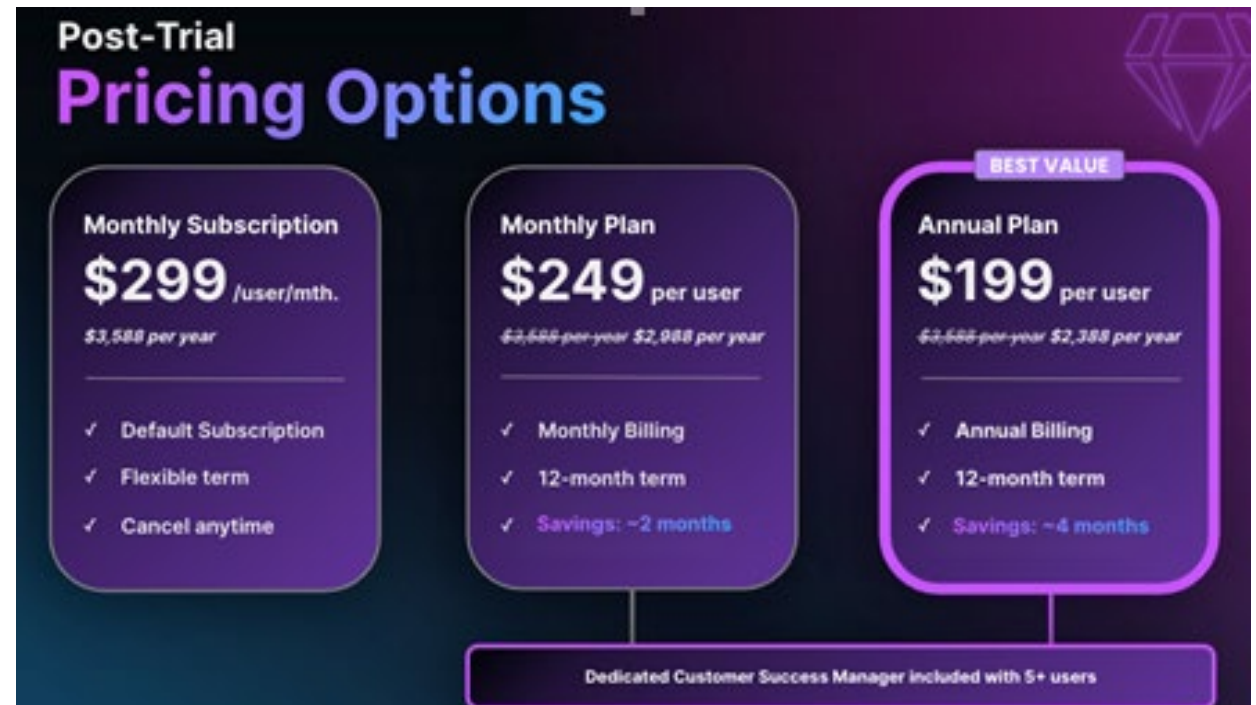
A separate license for [a qualifying Microsoft 365 plan](#) is required.

# CoPilot – what's next

- Process local documents – stored in Onedrive (Azure)
- Process local documents, stored on machine
- Isolation of query
- Isolation of response
- Will be built into apps and operating system

# Service: Spellbook

- Almost exclusively for marking up contracts
- “Allegedly been trained” on contract law
- Lives inside Word
- Utilizes cloud processing



The graphic displays three pricing options for a service, set against a dark purple background with a diamond icon in the top right. The options are presented in rounded rectangular boxes. The Annual Plan is highlighted with a 'BEST VALUE' badge and a glowing purple border. A shared benefit box at the bottom indicates that a Dedicated Customer Success Manager is included with 5+ users.

Plan Type	Price	Annual Total	Key Features
Monthly Subscription	\$299 /user/mth.	\$3,588 per year	✓ Default Subscription ✓ Flexible term ✓ Cancel anytime
Monthly Plan	\$249 per user	<del>\$2,988</del> per year / \$2,988 per year	✓ Monthly Billing ✓ 12-month term ✓ Savings: ~2 months
Annual Plan (Best Value)	\$199 per user	<del>\$2,388</del> per year / \$2,388 per year	✓ Annual Billing ✓ 12-month term ✓ Savings: ~4 months

Dedicated Customer Success Manager included with 5+ users

# Practice Management Software

- Example: CLIO
- Example: Litify

# Terms

- Large language Model, narrow generative AI
- Chat GPT (“Chat Jeeps”)
  - Difference between models
  - Current “best” model is Chat GPT 4.0 “turbo”
  - Next model is likely to be released by end of August according to Open AI announcements.

# Benefits

- Cheap, efficient
- Can reduce chore work
- Can review thousands of pages of medicals and create summaries

# Bad stuff

- It's wrong a lot
- It doesn't know it's wrong
- The results seem legitimate
- Let's see some examples, and let's look at the most common use cases:
  - E-discovery
  - Legal Research
  - Document management and automation
  - Litigation analysis

**EXAMPLES**



# “Three rules safe” for today

- Isolated system for today’s demonstrations & examples.
- Paid services only!
- No use of client names, claimant names, or identifying information beyond basic case facts.

# 1. Calculate a SLU

- Using the New York Workers' compensation Board disability duration guidelines to assess schedule loss of use, calculate the schedule loss of use award for a left shoulder injury where the claimant has a residual range of motion of 90 degree of flexion.

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To calculate the Schedule Loss of Use (SLU) award for a left shoulder injury using the New York Workers' Compensation Board disability duration guidelines, we need to follow these steps:

1. **Identify the range of motion (ROM) loss:** The normal range of motion for shoulder flexion is 0 to 180 degrees. Since the claimant has a residual range of motion of 90 degrees, the ROM loss is calculated as follows:

$$\text{ROM loss} = \left( \frac{180 - 90}{180} \right) \times 100\% = 50\%$$

2. **Determine the SLU percentage:** According to the New York Workers' Compensation Board guidelines, the SLU percentage for shoulder injuries is based on the percentage of loss of use of the shoulder. In this case, the ROM loss is 50%, which directly correlates to the SLU percentage.
3. **Calculate the award:** The award is calculated based on the SLU percentage and the number of weeks of compensation assigned to the shoulder. The guidelines state that the shoulder is assigned 312 weeks for a 100% loss of use. Therefore, for a 50% loss of use, the calculation

$$\text{SLU award weeks} = \left( \frac{50}{100} \right) \times 312 = 156 \text{ weeks}$$

4. **Monetary value of the award:** To determine the monetary value of the award, multiply the SLU award weeks by the claimant's average weekly wage (AWW) and the compensation rate (which is generally two-thirds of the AWW, subject to maximum and minimum rates set by law).

Let's denote the claimant's average weekly wage as  $AWW$ . Then, the compensation rate is  $\frac{2}{3} \times AWW$ .

The monetary value of the SLU award is:

$$\text{SLU award value} = 156 \times \left( \frac{2}{3} \times AWW \right)$$

Without the exact value of the claimant's AWW, we can't determine the precise monetary value, but the process outlined above provides the necessary steps to calculate it once the AWW is known.

# Correct Answer

*Table of Shoulder*

**Percent Loss of Use of Shoulder**

**Instructions:** To the extent there are deficits, use the values per the chart and/or notes below.

**Maximum value cannot exceed the value for ankylosis.**

*Schedule loss of use percentages for deficits of motion values above/below those depicted here should be adjusted proportionally.*

<b>ROM</b>	<b>Mild</b>	<b>Moderate</b>	<b>Marked</b>	<b>Ankylosis</b>
Flexion/Abduction ROM: 0 – 180° (use greater deficit)	<b>20%</b>  ROM: 135°	<b>40%</b>  ROM: 90°	<b>60%</b>  ROM: 45°	Ankylosis at the scapulo-humeral joint at 0 degrees equals 80% loss of use of the arm.

# What Else do you notice?

- The answer Chat Jeeps gives LOOKS Plausible.
- Chat Jeeps does not tell you the CONFIDENCE INTERVAL in whether it is right or wrong.

## 2. PROMPT matters!

- Query: Explain the burns reduction in New York workers compensation law.

# Answer received:

Explain the burns reduction in New York workers compensation law.



In New York workers' compensation law, burns are classified and compensated based on their severity and the body area they affect. Here's a general overview of how burn injuries might be addressed under the law:

1. **Classification of Burns:** Burns are generally classified into three types—first-degree, second-degree, and third-degree—depending on the depth and severity of the burn. This classification impacts the evaluation of the injury for workers' compensation purposes.
2. **Medical Treatment and Benefits:** Workers who suffer burn injuries on the job are entitled to receive necessary medical treatment without out-of-pocket expenses. This includes emergency care, ongoing treatment, and rehabilitation services.
3. **Disability Payments:** If a burn injury results in temporary or permanent disability, the worker may be eligible for disability payments. These payments are typically a portion of the worker's average weekly wage, subject to maximum and minimum limits set by the state.
4. **Schedule Loss of Use (SLU):** For more severe burns that result in permanent damage or disfigurement, an SLU award may be granted. This is a one-time payment meant to compensate for the permanent functional loss of a body part, such as loss of movement or sensation in an arm or leg.





# OK, Let's fix the Prompt

Explain how burns v varriale impacts lien reduction in new york



The **Burns v. Varriale** decision primarily addressed how "schedule loss of use" (SLU) awards are calculated for multiple injuries under New York workers' compensation law, rather than directly impacting lien reductions. However, the principles established in this case can indirectly affect aspects of lien reductions in workers' compensation cases.

Here's a breakdown of the potential impact:

1. **Separate Compensation for Each Injury:** By ensuring that SLU awards are calculated separately for each injured body part, **Burns v. Varriale** might influence the overall settlement amounts in cases involving multiple injuries. Higher or more accurately assessed SLU awards can increase the total compensation paid out, which in turn might affect the amounts available for recovery through liens.
2. **Lien Reductions:** In workers' compensation, a lien typically refers to the right of an insurance carrier or a medical provider to be reimbursed from a settlement for payments made on behalf of the injured worker. When SLU awards are higher due to separate calculations for each injury, the potential exists for larger settlements, which could impact how liens are negotiated or reduced. For instance, a larger settlement might allow for a larger recovery by lienholders, possibly reducing the need for aggressive lien reductions.
3. **Settlement Negotiations:** The methodology for calculating compensation as influenced by

# Example 3: Summarize case law

- Query: Summarize the case found at 9 NY3d 207
- The amount of context this query lacks is astounding.



The case referenced, **9 NY3d 207**, is known as **Kurcsics v. Merchants Mutual Insurance Co.**, decided by the New York Court of Appeals in 2007. This case primarily dealt with the Workers' Compensation Law § 29(1), which concerns the rights of workers' compensation carriers to place liens against third-party settlements recovered by injured workers.

#### Key Points of the Decision:

1. **Right to Reimbursement:** The court reaffirmed the right of workers' compensation insurers to seek reimbursement from third-party settlements that an injured worker receives, related to their injury.
2. **Reduction of Future Benefits:** The court also held that when a workers' compensation carrier has a lien against a third-party settlement, and the settlement amount is not sufficient to cover both the past benefits paid by the carrier and the estimated future benefits, the carrier is entitled to a credit that reduces future benefit payments to the injured worker.
3. **Calculation of Credits:** The decision clarified how these credits should be calculated and applied, ensuring that the calculation method was consistent with the intent of the Workers' Compensation Law, which aims to prevent double recovery by the claimant while ensuring that the claimant does not bear the entirety of the shortfall when the third-party recovery does not fully compensate for the injuries suffered.

This decision is significant as it impacts how much financial recovery an injured worker can retain from third-party settlements and how much must be reimbursed to the workers' compensation insurer. It emphasizes the balancing act between allowing injured workers to benefit from third-party recoveries and ensuring that workers' compensation insurers are not unduly burdened by costs that should be shared by liable third parties.

# Example Twist

- Query: Summarize the case found at 9 NY3d 207 as if you were Homer Simpson

Summarize the case found at 9 NY3d 207 as if you were homer simpson



Alright, here we go:

So, there was this case, *Matter of LaCroix v. Syracuse Exec. Air Serv.*, and it's like, "D'oh!" but in a legal way. This guy, LaCroix, gets hurt on the job while working for Syracuse Executive Air Service. He got some workers' comp benefits, but then he also sued a third party who was responsible for his injury and won a settlement. Woo-hoo!

Now, the Workers' Compensation Board wanted some of that settlement dough back, because they had already paid him. The big legal brains had to decide if the Board could get back what they paid him from his settlement. It's like when you borrow Flanders' lawnmower, and he wants it back, but also the gas you used up too. D'oh!

The Court of Appeals said, "Yup, the Board can get reimbursed," but they have to reduce their reimbursement by the costs of getting that settlement, like lawyer fees. So, LaCroix didn't have to give back as much as the Board wanted because his lawyer costs were subtracted.

In the end, everyone got their share, and Homer learned it's always good to check the rules before sharing his donuts... or settlements. Mmm... donuts.



# Example 4: Provide insight

- Query: Write a formula to calculate reimbursement under section 40 of the New Jersey Worker's Compensation law

# Chat Jeep's Response

Write a formula to calculate reimbursement under section 40 of the New Jersey Worker's Compensation law



To calculate reimbursement under Section 40 of the New Jersey Worker's Compensation law, you would typically use the following formula:

Reimbursement = (Total compensation received by the injured worker / Total amount of compensation due to the injured worker) x Employer's liability for compensation

This formula helps determine the percentage of the employer's liability for compensation based on the ratio of what the injured worker received to what they were due.

# This answer is wrong!

- Correct Answer is
- Current Lien Amount - (Current Lien Amount \* Effective Attorney Fee [not to exceed .333]) - costs [not to exceed \$750].



# Look what happens when I tell Chat Jeeps he is wrong:

That answer is wrong.



I apologize for the misunderstanding. Let me correct that.

To calculate reimbursement under Section 40 of the New Jersey Worker's Compensation law, you would typically use the following formula:

Reimbursement = (Net amount of third-party recovery / Total compensation received by the injured worker) x Employer's liability for compensation

This formula calculates the proportion of the employer's liability for compensation that the employer is entitled to recover based on any third-party recovery obtained by the injured worker.

# Wrong again!

- Same problems as before:
  - Looks plausible
  - No indication that Chat Jeeps is wrong, and
  - No suggestion of confidence interval

# Example 5: The Specific “Prompt” matters

- Let’s give Chat Jeeps more context and more facts and see how it does.
- Query: Under New Jersey workers compensation law section 40, assume the petitioner received \$1 million from the actual tortfeasor. The cost of litigation is 33%. The Worker’s Compensation lien is \$500,000. Calculate the total reimbursement under section 40 of the New Jersey Worker’s Compensation.

Under New Jersey workers compensation law section 40, assume the petitioner received \$1 million from the actual tortfeasor. The cost of litigation is 33%. The Worker's Compensation lien is \$500,000. Calculate the total reimbursement under section 40 of the New Jersey Worker's Compensation.



To calculate the total reimbursement under Section 40 of the New Jersey Workers' Compensation law, we need to follow the statutory guidelines for reducing the Workers' Compensation lien by the costs of litigation.

Here are the steps to determine the total reimbursement:

**1. Determine the net recovery from the third-party settlement:**

$$\text{Net Recovery} = \text{Total Recovery} - \text{Cost of Litigation}$$

Given:

- Total recovery from the actual tortfeasor = \$1,000,000
- Cost of litigation = 33% of \$1,000,000 = \$333,000

$$\text{Net Recovery} = \$1,000,000 - \$333,000 = \$667,000$$

**2. Calculate the Workers' Compensation lien reduction:**

The Workers' Compensation lien is subject to reduction for the petitioner's share of litigation costs. The statutory formula requires the lien to be reduced by the same proportion as the costs of litigation bear to the total recovery.

$$\text{Proportion of litigation costs} = \frac{\text{Cost of Litigation}}{\text{Total Recovery}}$$

CORRECT!

$$\text{Proportion of litigation costs} = \frac{\$333,000}{\$1,000,000} = 0.333$$

The Workers' Compensation lien is reduced by this proportion:

$$\text{Lien Reduction} = \text{Workers' Compensation Lien} \times \text{Proportion of Litigation Costs}$$

$$\text{Lien Reduction} = \$500,000 \times 0.333 = \$166,500$$

3. Calculate the reduced Workers' Compensation lien:

$$\text{Reduced Lien} = \text{Workers' Compensation Lien} - \text{Lien Reduction}$$

$$\text{Reduced Lien} = \$500,000 - \$166,500 = \$333,500$$

Therefore, the total reimbursement under Section 40 of the New Jersey Workers' Compensation law is \$333,500.



# Things to consider about this result

- The prompt had to be pretty specific
- I still had to know the answer and how to calculate it in order to confirm it was right (looks plausible, no confidence interval).

# Example 6: Fact-intensive prompt

- Now let's give Chat Jeeps a complex prompt, building on the last result, with two changes (**highlighted**).
- Query: Under New Jersey workers compensation law section 40, assume the petitioner received \$1 million from the actual tortfeasor. The attorneys fees in the third-party case were 33% and **the costs of suit were \$4,000**. The Worker's Compensation lien is \$500,000. Calculate the total reimbursement under section 40 of the New Jersey Worker's Compensation **and whether the workers' compensation carrier has any credit moving forward**.

# Results

Under New Jersey workers compensation law section 40, assume the petitioner received \$1 million from the actual tortfeasor. The attorneys fees in the third-party case were 33% and the costs of suit were \$4,000. The Worker's Compensation lien is \$500,000. Calculate the total reimbursement under section 40 of the New Jersey Worker's Compensation and whether the workers' compensation carrier has any credit moving forward.



To calculate the total reimbursement under Section 40 of the New Jersey Workers' Compensation law, and determine if the workers' compensation carrier has any credit moving forward, we need to follow these steps:

1. **Determine the total costs of litigation:**

- Attorney's fees (33% of \$1,000,000) = \$333,000
- Costs of suit = \$4,000
- Total costs of litigation = \$333,000 + \$4,000 = \$337,000

2. **Calculate the net recovery from the third-party settlement:**

$$\text{Net Recovery} = \text{Total Recovery} - \text{Total Costs of Litigation}$$

$$\text{Net Recovery} = \$1,000,000 - \$337,000 = \$663,000$$

3. **Determine the proportion of litigation costs:**

$$\text{Proportion of Litigation Costs} = \frac{\text{Total Costs of Litigation}}{\text{Total Recovery}}$$

$$\text{Proportion of Litigation Costs} = \frac{\$337,000}{\$1,000,000} = 0.337$$



# Still Incorrect!

- In New Jersey, costs of litigation are calculated based on attorneys' fees and costs of suit *with a limit of \$750 dollars*.
- In this example, Chat Jeeps uses the whole cost of suit to calculate the cost of litigation percentage, which will impact all further calculations and make the result incorrect.
- Again, these results LOOK CORRECT and seem plausible.

# How to Make Effective Use

- Prompt/Query construction is paramount
- Remember learning Westlaw Queries? Example “lien reduction” & “WCL Section 29” /10 “reimbursement”
- Machine will impart context to natural language queries – this may still be wrong (“Burns” example)
- Using Chat Jeeps to summarize case law more effective than using it to find precedential law
- Chat Jeeps will cite to real cases (i.e., confirmable in Westlaw) but that stand for the opposite or unrelated argument.

# Observations, Predictions & Opinions

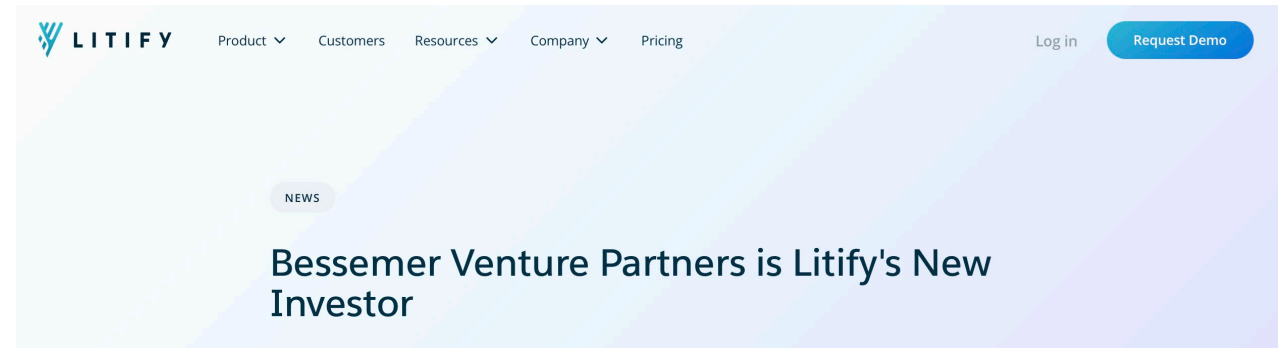
# My Biases

- My system – nothing leaves our servers
- Even physical offices are linked together with dedicated fiber
- No use of cloud technology at all
- “Own” the stack down to the metal.

# Privacy

- Chat Jeeps shares your question data with Open AI.
- Casetext/CoCounsel do but you've got to dig in to see that.
- Gemini (Google), Grok (twitter/X), Meta AI (Instagram), etc., are **ADVERTISING PLATFORMS** that will sell your data.
- Practice Management Systems are less forthcoming about this.

# Privacy: Cloud-Based Practice Management



Since being founded by John Morgan and Reuven Moskowitz in 2016, Litify has grown to service over 45,000 legal professionals globally, including iconic clients such as Salesforce, and Morgan & Morgan, America's largest injury law firm.

BROOKLYN, NY – February, 9th, 2023 – Litify, the best-in-class end-to-end legal operating platform, announced today that [Bessemer Venture Partners](#) has invested in the company as it continues its next phase of growth. With the backing of leading institutional investor Bessemer, Litify plans to bolster its unique market position as the only secure and open platform built to centralize legal business operations and drive efficiency for growth-minded law firm and corporate legal departments.



Bessemer Partner Brian Feinstein will serve as Chairman of Litify's Board of Directors. He brings 15 years of business and vertical SaaS expertise to the company's strategies and operations. Bessemer has a long history of investing in industry-defining software companies including Procore, ServiceTitan, Shopify, Toast, nCino, and Vlocity. The firm has a successful track record of helping to grow cutting-edge legal technology companies including Clio, Disco, and

# Privacy: Data Analytics

- The Litify platform is built on two of the most widely used and trusted cloud platforms: Salesforce and Amazon Web Services (AWS). The foundation of Litify is built and maintained through Salesforce, while AWS is the substructure for some of the platform's key assets, such as Docrio, Litify's very own document management system.
- No information on website about data analytics/usage
- EULA not available to me

# CLIO

- AI implementation called “Clio Duo”
- Announced October 2023, implementing now.
- Also part-owned by Bessemer Venture
- No information on website re: data analytics
- EULA not available to me



# What this means for Litigators

- “Knowing the case” versus “prompting” generative assistant
  - Goodbye, second chair! Hello, Chat Jeeps!
  - Useful in cross-examination, both design and execution
  - Summarizing simple documents, chores
- Authenticity of audio & video proofs?
  - Runway.ai
  - Synthesia
  - Images
    - Stable Diffusion
    - Adobe generative AI “Firefly” (EXAMPLE, including “where it won’t go.”)

General settings

Model

Firefly Image 3 (preview)

Aspect ratio

Square (1:1)

Content type

Art Photo Auto

Structure

Reference section with 'Upload image' and 'Browse gallery' buttons, and a grid of image thumbnails.

Styles

Visual intensity



Can't load

We can't process this prompt. You can edit and try again, or flag for review. Note that prompt data is collected if flagged for review.

Learn more Flag for review

Prompt create a photorealistic image of a cervical MRI film showing a one level disc herniation at C5-6

Suggestions Generate

# What this means for job design

- I think this is where it will have the most impact
- This is an opportunity for us to improve job design
  - Reduce chore work
  - Find efficiencies
  - TRAINING
    - Learning management systems (LMS365, etc)
    - Creating training and assessment materials

# Automation Examples

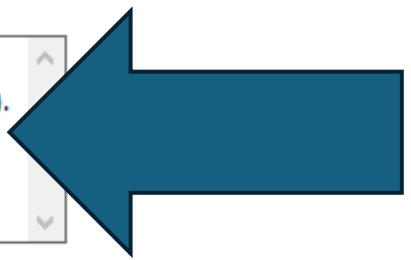
- Example: Lois Law Firm document store, 885M+ documents, adding about 6,000 documents a day.
- Adding metadata to documents using local crawler
- Adding text to documents (metadata descriptions of images)
- Optical character recognition of scanned images
- NOW: summaries of all documents in doc management system for preview purposes. Done in house on our metal.

Document Management By Document Type

Date	Document Type	Created By	Client ID	Matter Desc	Description	Claim No
02/24/2022	DNL	AALLGAYE	1.0012	VonTrain, Drake v. Waste Develo	VonTrain, Drake- Ltr Encl. C-7	AMWC973950
12/27/2023	HTRAN	AWHITE	1.0012	VonTrain, Drake v. Waste Develo	November 14, 2023 Hearing Minutes	AMWC973950
11/02/2021	ISO	AWHITE	1.0012	VonTrain, Drake v. Waste Develo	ISO Report	AMWC973950
05/06/2024	ISO	BNICOLAS	1.0012	VonTrain, Drake v. Waste Develo	ISO Report - James Valentine	AMWC973950
08/25/2023	LITP	AWHITE	1.0012	VonTrain, Drake v. Waste Develo	Legal Action Plan	AMWC973950
12/04/2023	LITP	GREG	1.0012	VonTrain, Drake v. Waste Develo	Draft Legal Action Plan and Budget	AMWC973950
12/04/2023	PLEAD	AWHITE	1.0012	VonTrain, Drake v. Waste Develo	RFA - WORD	AMWC973950
12/26/2023	PLEAD	AWHITE	1.0012	VonTrain, Drake v. Waste Develo	RFA - PDF	AMWC973950
05/08/2024	PLEAD	BNICOLAS	1.0012	VonTrain, Drake v. Waste Develo	RFA-2 - Reduction of Benefits & Labor Market Attachment - WORD	AMWC973950
05/08/2024	PLEAD	BNICOLAS	1.0012	VonTrain, Drake v. Waste Develo	RFA-2 - Reduction of Benefits & Labor Market Attachment - PDF	AMWC973950
05/10/2024	STIP	TRAINING	1.0012	VonTrain, Drake v. Waste Develo	SLU Stipulation Agreement - 25% (WORD)	AMWC973950
05/10/2024	STIP	TRAINING	1.0012	VonTrain, Drake v. Waste Develo	SLU Stipulation Agreement - 25% (PDF)	AMWC973950
12/28/2023	STLMT	AWHITE	1.0012	VonTrain, Drake v. Waste Develo	Section 32 Agreement - WORD	AMWC973950
05/10/2024	STLMT	TRAINING	1.0012	VonTrain, Drake v. Waste Develo	Full & Final Section 32 Agreement - \$25k (WORD)	AMWC973950
05/10/2024	STLMT	MKUBENIK	1.0012	VonTrain, Drake v. Waste Develo	Full and Final C32 10k	AMWC973950
05/10/2024	STLMT	MKUBENIK	1.0012	VonTrain, Drake v. Waste Develo	Full and Final C32 10k WORD	AMWC973950
05/10/2024	STLMT	MKUBENIK	1.0012	VonTrain, Drake v. Waste Develo	C32 Full and Final 10K PDF-20240510-MKUBENIK	AMWC973950
05/10/2024	STLMT	MKUBENIK	1.0012	VonTrain, Drake v. Waste Develo	C32 Full and Final 10K WORD-20240510-MKUBENIK	AMWC973950
05/10/2024	STLMT	AFOURNIE	1.0012	VonTrain, Drake v. Waste Develo	Training Section 32 Agreement Word	AMWC973950
11/28/2023	SUBP	AWHITE	1.0012	VonTrain, Drake v. Waste Develo	Progressive Subpoena	AMWC973950
12/05/2023	SUBP	AWHITE	1.0012	VonTrain, Drake v. Waste Develo	CHUBB Subpoena - WORD	AMWC973950
12/20/2023	SUBP	AWHITE	1.0012	VonTrain, Drake v. Waste Develo	State Farm Subpoena - WORD	AMWC973950
12/20/2023	SUBP	AWHITE	1.0012	VonTrain, Drake v. Waste Develo	State Farm Subpoena - PDF	AMWC973950
12/26/2023	SUBP	AWHITE	1.0012	VonTrain, Drake v. Waste Develo	Dr. Burshtein Dep Subpoena - WORD	AMWC973950
05/07/2024	SUBP	BNICOLAS	1.0012	VonTrain, Drake v. Waste Develo	ArcBest Corporation Subpoena - WORD	AMWC973950
05/07/2024	SUBP	AFOURNIE	1.0012	VonTrain, Drake v. Waste Develo	ABC Corp Subpoena -WORD	AMWC973950
05/07/2024	SUBP	BNICOLAS	1.0012	VonTrain, Drake v. Waste Develo	ArcBest Corporation Subpoena Executed - PDF	AMWC973950
05/08/2024	SUBP	BNICOLAS	1.0012	VonTrain, Drake v. Waste Develo	Dr. Garland 6.25.2021 & 6.29.2021 Deposition Subpoena - WORD	AMWC973950
05/08/2024	SUBP	BNICOLAS	1.0012	VonTrain, Drake v. Waste Develo	Dr. Garland 6.25.2021 & 6.29.2021 Executed Deposition Subpoena - PDF	AMWC973950

Document Versions

Date	11/02/2021	Tuesday	<a href="#">ISO Report-20211102-AWHITE.docx</a>
Description	ISO Report		
Client ID	1.0012	Lois LLC VonTrain, Drake v. Waste Development, I	
Contact		<i>Last/First</i>	VonTrain, Drake v. Waste Development,
Document Type	ISO	ISO/CIB	Claim No AMWC973950
Created By	AWHITE	Alicia White	
Responsible			
File Size			
Comments	This is an ISO prior records report. This report contains four matching prior accident claims. One of the matches is for a 2020 date of loss and includes the same body part (left shoulder).		



File Information

Document Name	<del>Waste Development, I - VonTrain, Drake v. Waste Development, I - 11/02/2021 ISO Report-20211102-AWHITE.docx</del> ISO Report-20211102-AWHITE.docx	
	<input checked="" type="checkbox"/> Automatically Manage Document	<input type="checkbox"/> Protect Document
Status	Available	Created On 11/02/2021 11:28 PM
File Extension	.docx/Microsoft Word Document	Modified On 11/02/2021 11:28 PM



[1.0012] Lois Law Firm LLC - VonTrain, Drake v. Waste Development, Inc.

iso matches X [v] 1.0012 Lois LLC - VonTrain, Drake v. Waste Developr All Activity Filtered

Type	Description	Date/Time	Convert
ISO ISO This	our matching prior accident claims. One of the matches is for a 2020 date of loss and includes the	11/02/2021 AWHITE	

Fields History

[1.0012] Lois Law Firm LLC - VonTrain, Drake v. Waste Development, Inc.

iso matches X [v] 1.0012 Lois LLC - VonTrain, Drake v. Waste Developr All Activity Filtered

Type	Description	Date/Time	Convert
ISO Report <i>ISO Report-20211102-AWHITE.docx</i>	This is an ISO prior records report. This report contains four matching prior accident claims. One of the matches is for a 2020 date of loss and includes the	11/02/2021 AWHITE	



# Time saved here:

- Receipt and review of ISO report & Compare matches on ISO to injuries in our claim and determine if any are the same. 5 – 10 minutes.
- Decide the next actions, i.e., is there an opportunity for apportionment, was the claimant concealing the prior condition, and should we pursue the prior records? 30 seconds
- This allows attorney/paralegal to focus on deciding and acting versus reviewing.

# We're Going to Have to Have Conversations With Our Clients

- What should Chat Jeeps be doing in our practice?
- What should it NEVER be doing?
- When will it be ready?
- What can I bill for work that Chat Jeeps is doing?
- (When will we hear the bill reduction justification, “Chat Jeeps should have done that.”)

# What this means for carriers

- Going to have to revise Litigation Management Guidelines.
- More an industry of fast followers than trailblazers.
- I expect this will be slow as they wait for consensus to emerge.
- In the next five years this will all shake out.

# Security Issues: “Cloud” Just means “Someone Else’s Computer”

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## Superannuation

### Google Cloud accidentally deletes UniSuper’s online account due to ‘unprecedented misconfiguration’

Super fund boss and Google Cloud global CEO issue joint statement apologising for ‘extremely frustrating and disappointing’ outage

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**Josh Taylor**



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# Using Chat Jeeps to Check Briefs

- Adversary brief – checking citations
- Do you trust Chat Jeeps to do this?

# Monday Morning Quarterbacking

- “In Oregon, we can so this...” but now. . . .
- “According to my research (Chat Jeeps), we should have cited [this case] or [made this argument].”

# Takeaways & Questions