



Scopelitis

Garvin Light Hanson & Feary

The Transportation Law Firm

A Meteor is Coming!

Ethics of Artificial Intelligence



Agenda

1. Define Technology and Artificial Intelligence
2. ChatGPT
3. Ethics of AI under the Model Rules of Professional Conduct
4. Privacy, Surveillance, Intellectual Property, and Cybersecurity
5. Platforms for AI
6. Benefits of AI
7. Let's Try It Out
8. When in doubt, reach out!

A Meteor is Coming!

Ethics of Artificial Intelligence

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Defining Technology

Technology - The application of scientific knowledge to efficiently solve real-world problems

Technology disruption - When innovation replaces existing systems and habits

Internet of Things (IoT) - The system of connected devices that provides the ability to send and receive information over the internet. “Things” refers to internet-connected devices such as smartphones, virtual assistants, and wearable technology.

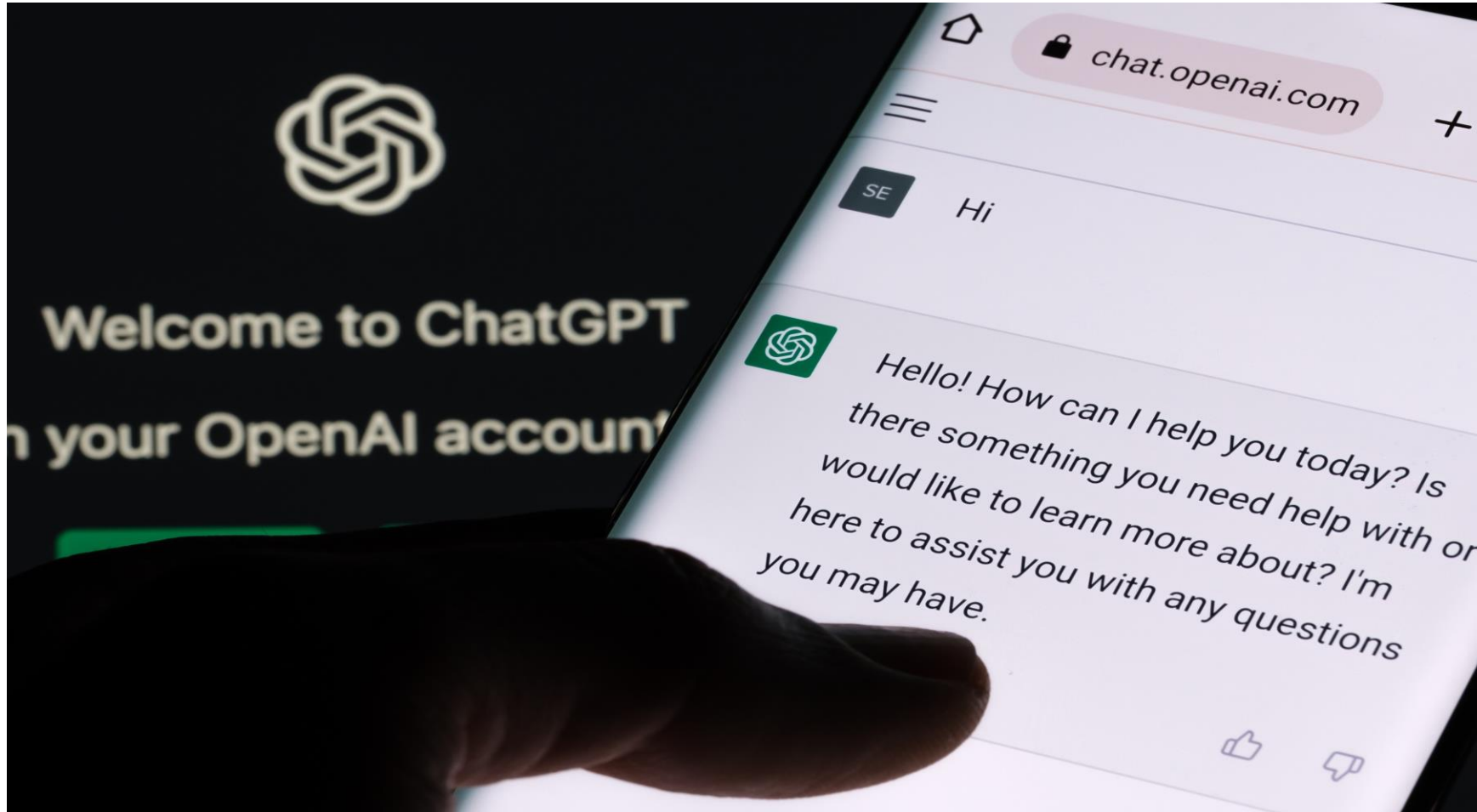
Reach - The broad nature of technology as it moves through society

Self-sustaining - When technology acts as a catalyst to spur even faster development

Defining Artificial Intelligence

Technology that allows machines to learn and perform tasks that typically require human intelligence using algorithms and data

ChatGPT



ChatGPT (openai.com)

It is a “Generative Pre-trained Transformer”

- **ChatGPT 3.5 (Plus):** Free Service; Not as reliable or accurate
- **GPT-4:** most advanced system, producing safer and more useful responses; Costs \$20/month for faster speed and exclusive access to beta features like browsing, plugins, and code interpreters
- **DALL-E:** AI system that can create realistic images and art from a description in natural language; Cost ‘credits’ per usage

ChatGPT Capabilities

Language Generation:

It can generate text in a natural language that is difficult to distinguish from text written by a human.

Question Answering:

It can answer questions based on a given context or topic.

Text Completion:

It can complete partially written text with suggestions that are contextually relevant.

ChatGPT Capabilities

Text Summarization:

It can summarize long pieces of text into a shorter, more concise version.

Language Translation:

It can translate text from one language to another.

Sentiment Analysis:

It can analyze the tone and sentiment of text.

Chatting:

It can engage in conversations with users and provide them with relevant responses.

ChatGPT Capabilities

**Explain Stock
(buying/selling)
Options Trading**

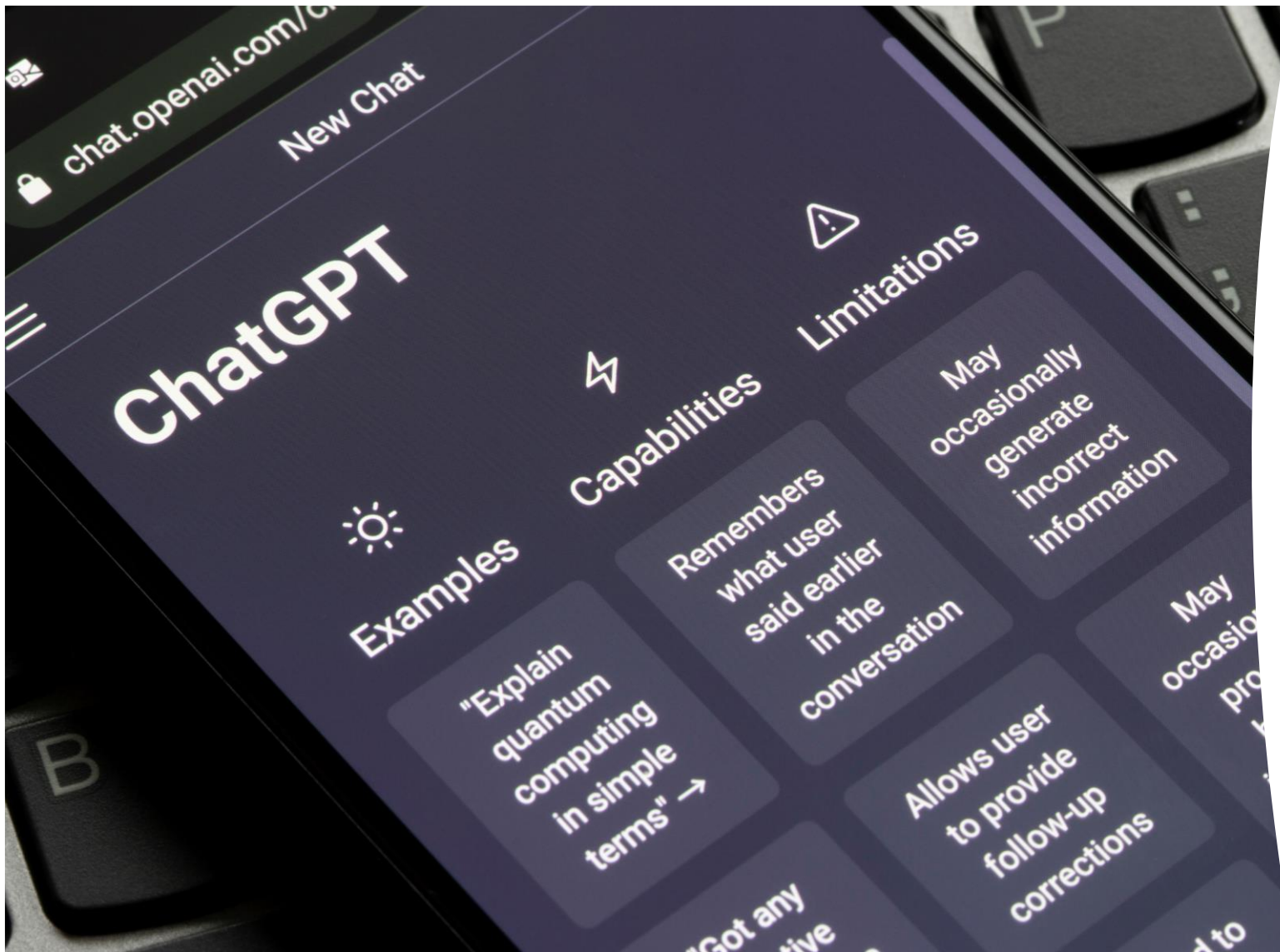
**Design Database
Schema**

E.g., design for online
merchandise store

Brainstorm Names

Recommend Activities

E.g., team-building day
with remote employees



**What happens
if everyone
uses ChatGPT?**

CENTRAL COMEDY



Attorney Rules of
Professional
Conduct
vs.
Artificial Intelligence



Model Rule 1.1 Competency

Rule 1.1 - Competency

- Lawyers must provide competent representation to a client
- Lawyers must have the requisite legal knowledge, skill, thoroughness, and preparation necessary to effectively represent a client

Rule 1.1, Comment 6

- To maintain the requisite knowledge and skill, a lawyer should keep abreast of changes in the law and its practice, *including the benefits and risks associated with the technology relevant to the lawyer's practice*, engage in continuing study and education and comply with all continuing legal education requirements to which the lawyer is subject.



Confidentiality

Ctrl

alt

Model Rule 1.6 Confidentiality

Rule 1.6 - Confidentiality

- Lawyers shall not reveal information relating to the representation of a client unless the client gives informed consent
- Lawyers must take reasonable steps to prevent the disclosure of confidential information
- There is no exception under Rule 1.6(b) for artificial intelligence.
- You need to know how the information in input is being used, stored, and accessed!



Model Rule 1.4 Communication

Rule 1.4 - Communication

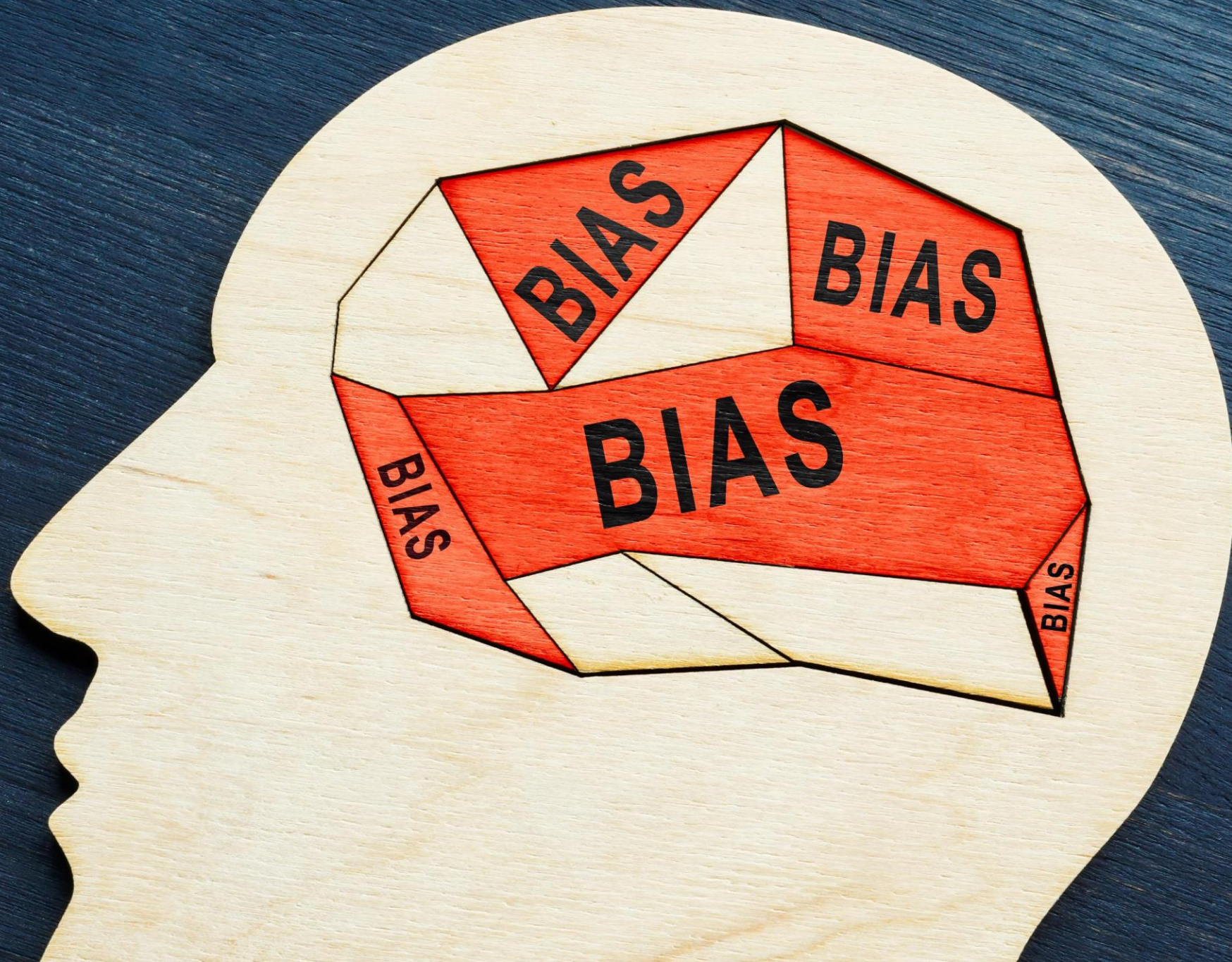
- Lawyers shall promptly inform clients of any decision or circumstances needing the client's consent and/or input
- Lawyers have a duty to keep clients reasonably informed of the status of the matter, and to consult with clients regarding the means in which a lawyer uses to accomplish the client's objective



Model Rule 1.5 Fees

Rule 1.5 - Fees

- Instructive regarding fees, but not definitive because based on “reasonableness”
- You cannot charge “what you would have spent” - you can only charge for “actual time and work performed”



BIAS

BIAS

BIAS

BIAS

BIAS

Model Rule 8.4 “Kitchen Sink”

Rule 8.4(a), (d), and (g) - The “Kitchen Sink” Rule

(a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

* * *

(d) engage in conduct that is *prejudicial to the administration of justice*;

* * *

(g) engage in conduct, in a professional capacity, manifesting, by words or conduct, *bias or prejudice* based upon race, gender, religion, national origin, disability, sexual orientation, age, socioeconomic status, or similar factors. Legitimate advocacy respecting the foregoing factors does not violate this subsection. A trial judge's finding that preemptory challenges were exercised on a discriminatory basis does not alone establish a violation of this Rule.



Model Rules 5.1 & 5.3 Supervision

Rules 5.1 (Supervision Subordinate Lawyers) and Rule 5.3 (Supervision of Non-Lawyers)

- Requires lawyers to adequately supervise and train other lawyers and nonlawyers (e.g., administrative staff, vendors, etc.)

Considerations:

- Can you definitively say that your assistant, law clerks, vendors, experts, outside counsel, etc. . . are not using AI to produce legal documents, analysis, or the like?
- Can you definitively say that in using AI your assistant, law clerks, vendors, experts, outside counsel, etc. . . are complying with the Rules of the Professional Conduct in using AI?

T
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S **T**
T **H**

Model Rule 4.1 Truthfulness

Rule 4.1 - Truthfulness in Statements to Others

- Lawyer shall not make a false statement of material fact or law to a third person
- Lawyer shall not fail to disclose a material fact to a third person when disclosure is necessary to avoid assisting in criminal or fraudulent act by a client, unless disclosure is prohibited by Rule 1.6

Other truthfulness rules that could be implicated:

- Rules 3.3 (Candor to Tribunal), 3.4 (Fairness to Opposing Counsel), and 7.1 (Truthfulness in Attorney Advertising)

What happens when you forget the Rules of Professional Conduct?



**CHAT GPT
GOT me
FINED
\$5000**



Privacy, Surveillance, Intellectual Property, and Cybersecurity



Privacy

► Data Protection

- **Cookies** - Data from a website that is stored on a computer, which is then sent back to the website
- **Right to Be Forgotten** - Law allows internet users in the European Union (EU) to have unwanted links removed from Google search results
- **General Data Protection Regulation (GDPR)** - European Union (EU) law on data protection and data privacy
 - Compliance can be costly to firms.
 - United States lacks a comprehensive consumer data protection law.
- **Children's Online Privacy Protection Act (COPPA)** - U.S. law that directs the Federal Trade Commission (FTC) to create and enforce regulations governing the online privacy of children



SURVEILLANCE

- Surveillance tools include cameras, beacons, biometric surveillance technology (e.g., facial recognition).
- Recognition technology is not accurate
- Recognition technology could lead to misidentification
- Facial recognition technology suffers from racial bias.

What about employee privacy?



INTELLECTUAL PROPERTY

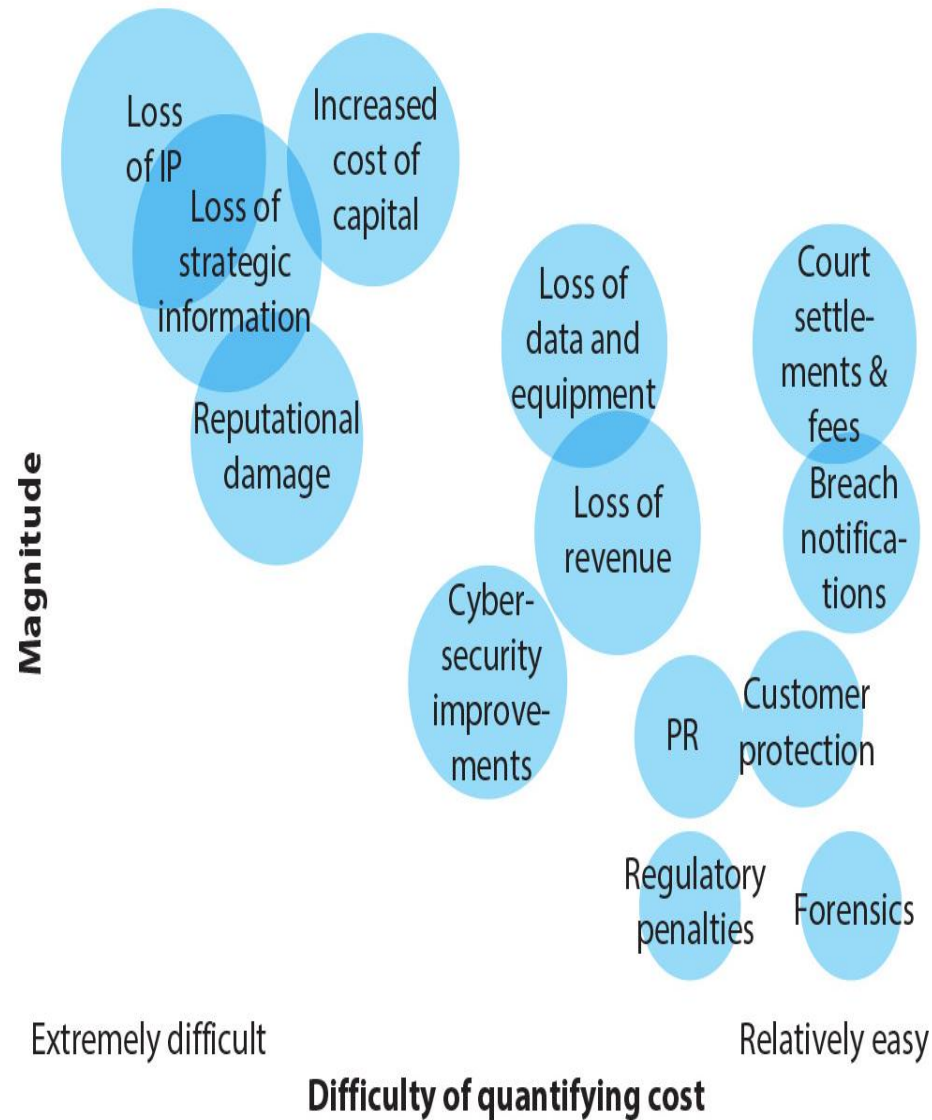
- ▶ **Intellectual property** - Intangible ideas and creative materials
 - Technological advancements are challenging the ownership of intellectual property.
- ▶ **Copyright** - Protects original works, both published and unpublished, including musical, literary, dramatic, and artistic works
 - Digital Millennium Copyright Act (DMCA) protects copyrighted materials on the internet
- ▶ **Trademark** - Protects words, phrases, symbols, and designs
 - Cybersquatters defraud businesses and consumers.
- ▶ **Patent Infringement** - When an organization makes, uses, or sells a patented item without permission
 - Misappropriation of emerging technologies can be expensive and difficult to prove.



CYBERCRIME

- ▶ **Malware** - Malicious software that can be used to steal intellectual property or sensitive customer data
- ▶ **Fraud** - Intentional deceit for the purpose of financial or personal gain
 - Online fraud is a major issue for both businesses and consumers.
- ▶ **Phishing** - A cybercrime in which attackers disguise themselves as a legitimate business to obtain sensitive information
- ▶ **Deep Fake** - An image, or a voice audio recording, that has been edited using an algorithm to replace the person in the original with someone else (usually a public figure) in a way that makes it more authentic.
- ▶ **Voice Cloning** - The creation of an artificial simulation of a person's voice.





The Costs of an Adverse Cyber Event

Source: The Council of Economic Advisers, "The Cost of Malicious Cyber Activity to the U.S. Economy," February 2018, <https://www.whitehouse.gov/wp-content/uploads/2018/03/The-Cost-of-Malicious-Cyber-Activity-to-the-U.S.-Economy.pdf> (accessed March 29, 2021).

Let's Take a Look





Total: 33,752



Phishing and Voice Cloning

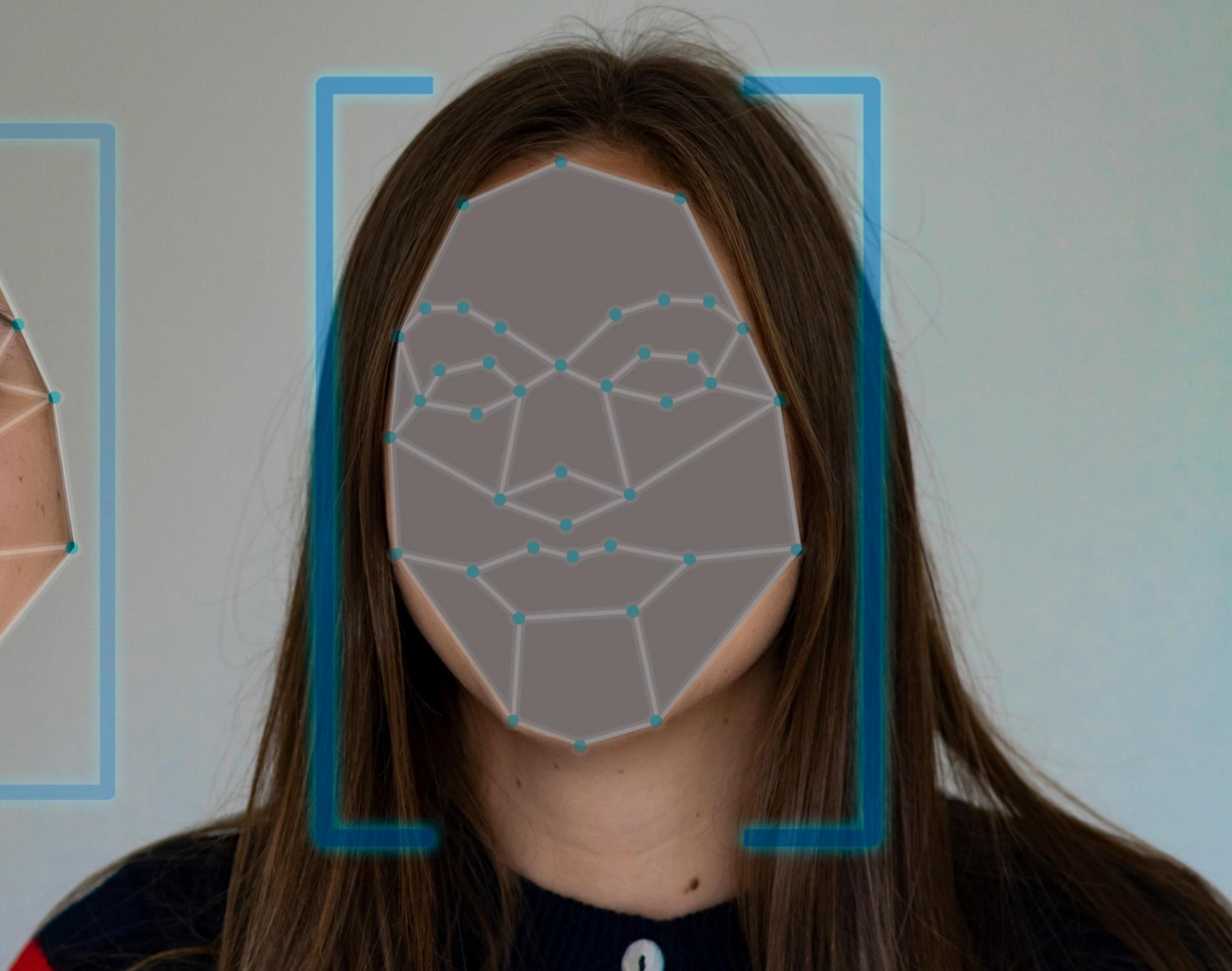
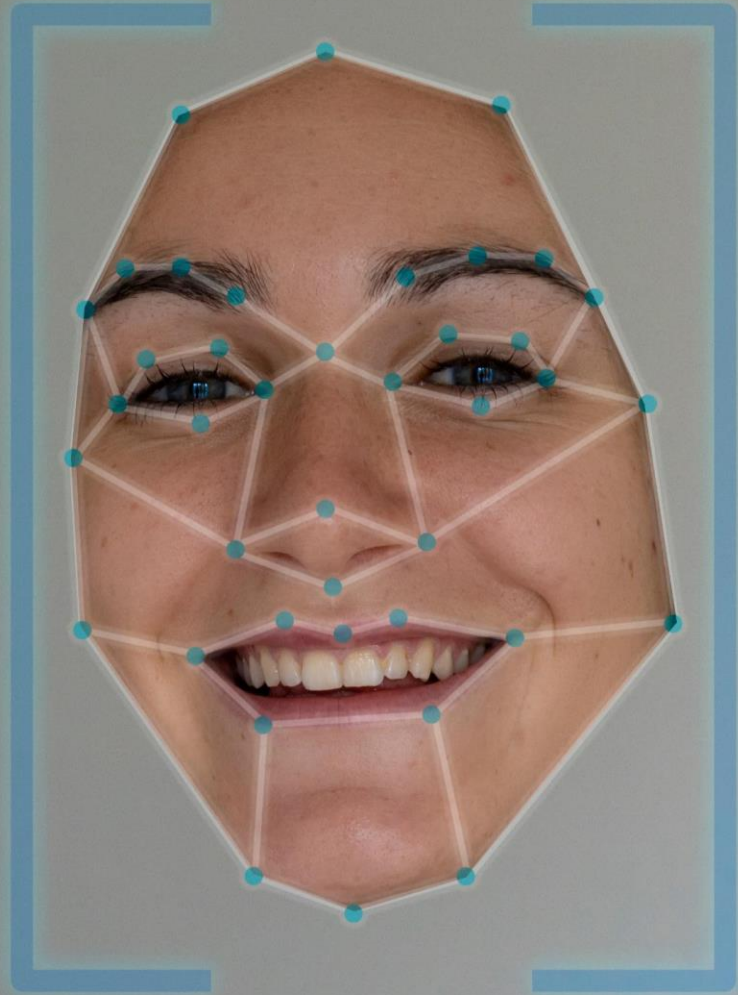


Voice Cloning



AI and Copyright







Discussion

What other issues do you see arising?

Do you think we have a “**digital divide**” (defined next slide)?

Digital Divide

The varying levels of access to technology across social, geographical, and geopolitical groups

Benefits and Useful AI Platforms in the Legal Professional



Benefits and Opportunities of AI

Improved Legal Research: AI-powered research tools enable legal professionals to efficiently analyze vast amounts of legal information and extract valuable insights.

Streamlined Contract Review: AI-based contract review platforms automate the review process, saving time and reducing the risk of errors or oversights.

Efficient Document Automation: AI technology can streamline document creation and management, enabling faster and more accurate drafting of legal documents.

Enhanced Decision Support: AI provides legal professionals with data-driven insights and predictive analytics, empowering them to make more informed decisions.

Improved Legal Research

AI-Powered Legal Research Tools: AI platforms offer advanced legal research capabilities, allowing legal professionals to access and analyze legal information more efficiently.

Case Law Analysis: AI can analyze vast amounts of legal cases and extract relevant insights, supporting legal professionals in their research and decision-making process.

Citation Analysis: AI algorithms can analyze citations and references, facilitating the identification of relevant legal sources and improving research efficiency.

Predictive Analytics: AI-powered predictive models can assist legal professionals in predicting case outcomes and assessing the likelihood of legal arguments' success.

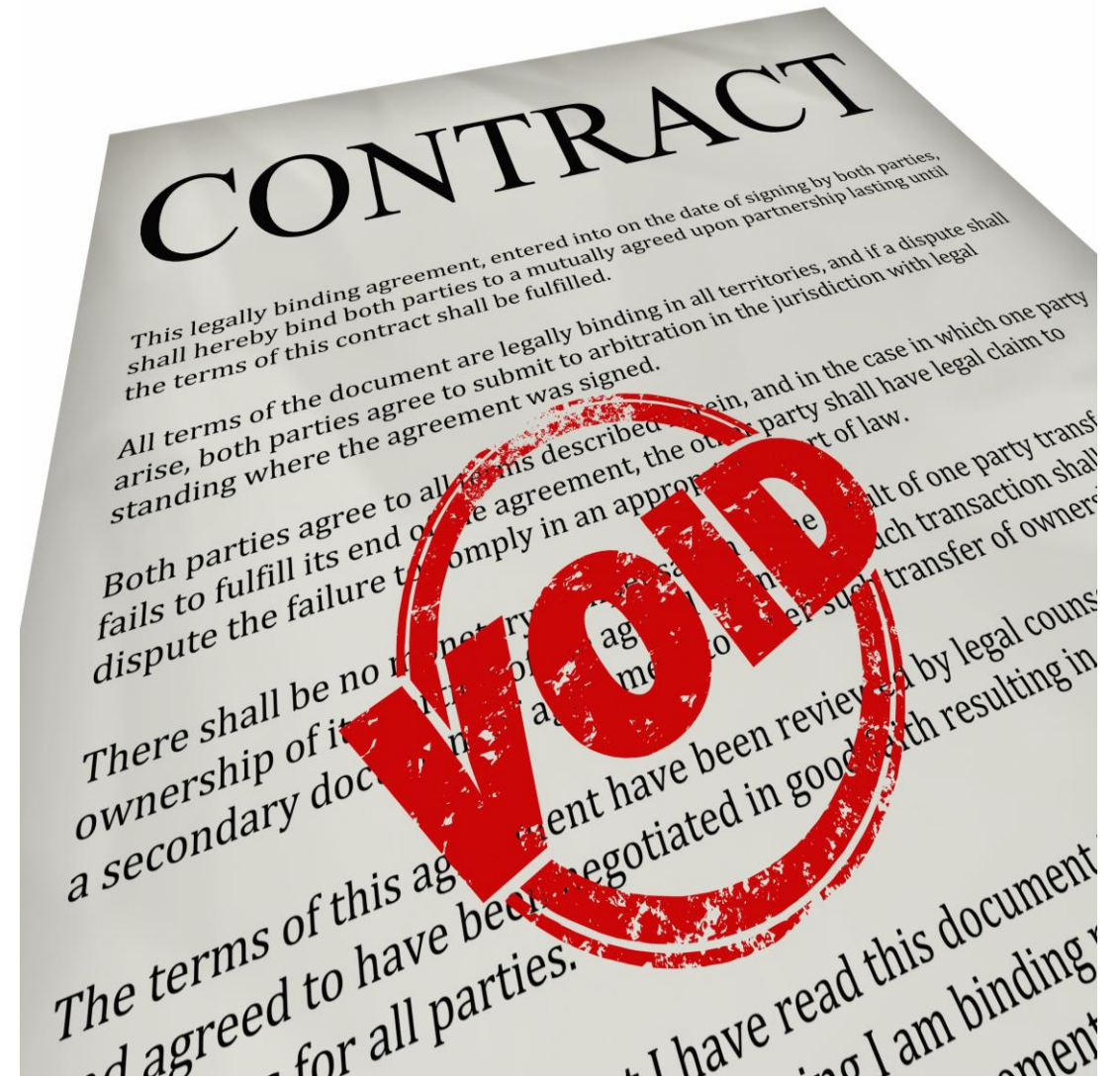
Streamlined Contract Review

Contract Management Systems: AI-based contract management systems automate contract creation, organization, and monitoring, improving efficiency and compliance.

Automated Data Extraction: AI can automatically extract relevant information from contracts, saving time and reducing manual effort in the review process.

Clause Analysis: AI-powered tools can analyze contract clauses, identifying potential legal issues, risks, and inconsistencies.

Risk Assessment: AI can assess the risk level associated with specific contract terms and provisions, enabling proactive risk mitigation.



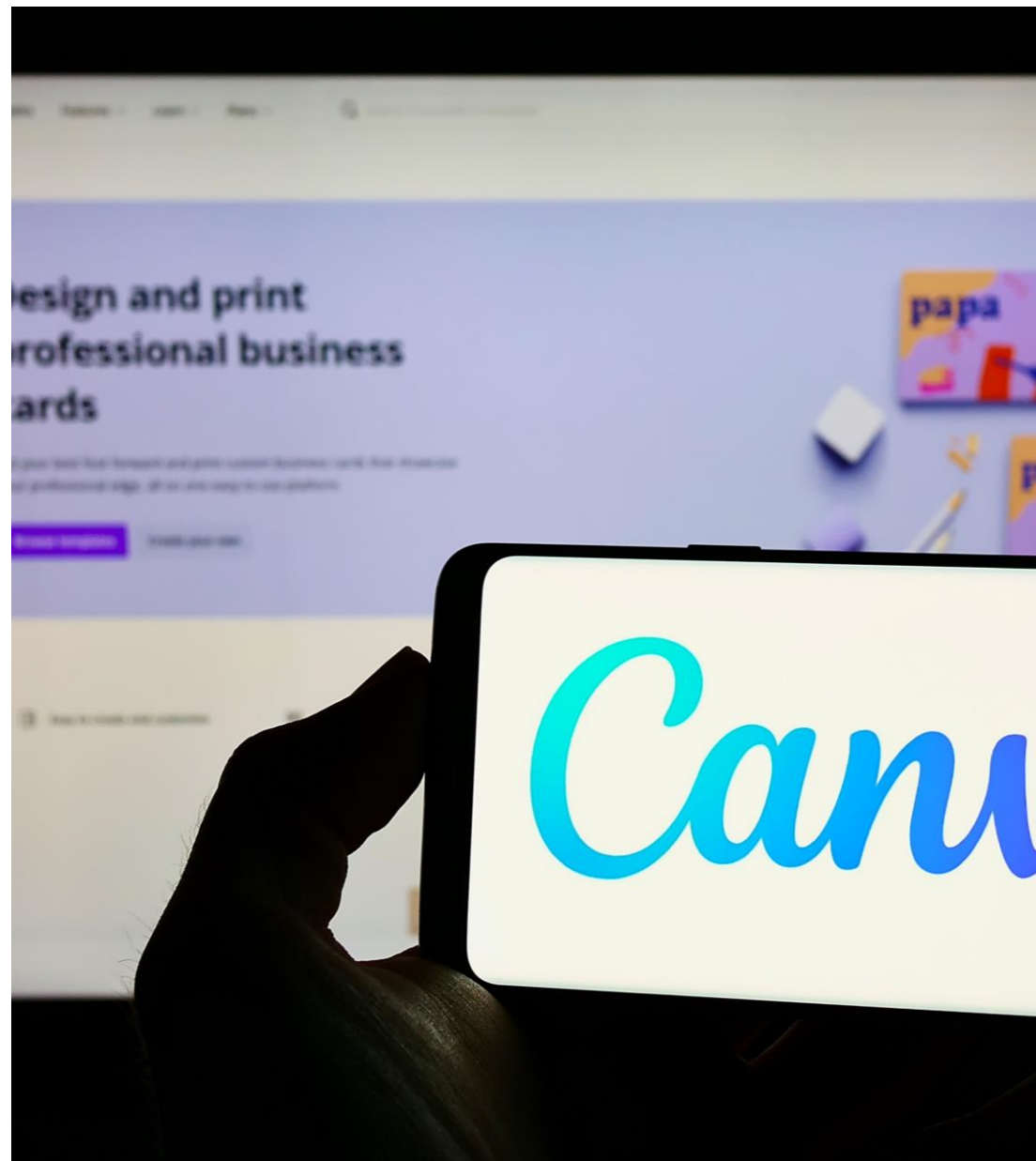
Efficient Document Automation

Efficient Document Automation: AI technology can streamline document creation and management, enabling faster and more accurate drafting of legal documents.

Template Creation: AI enables the creation of standardized document templates, reducing the time and effort required for repetitive document drafting tasks.

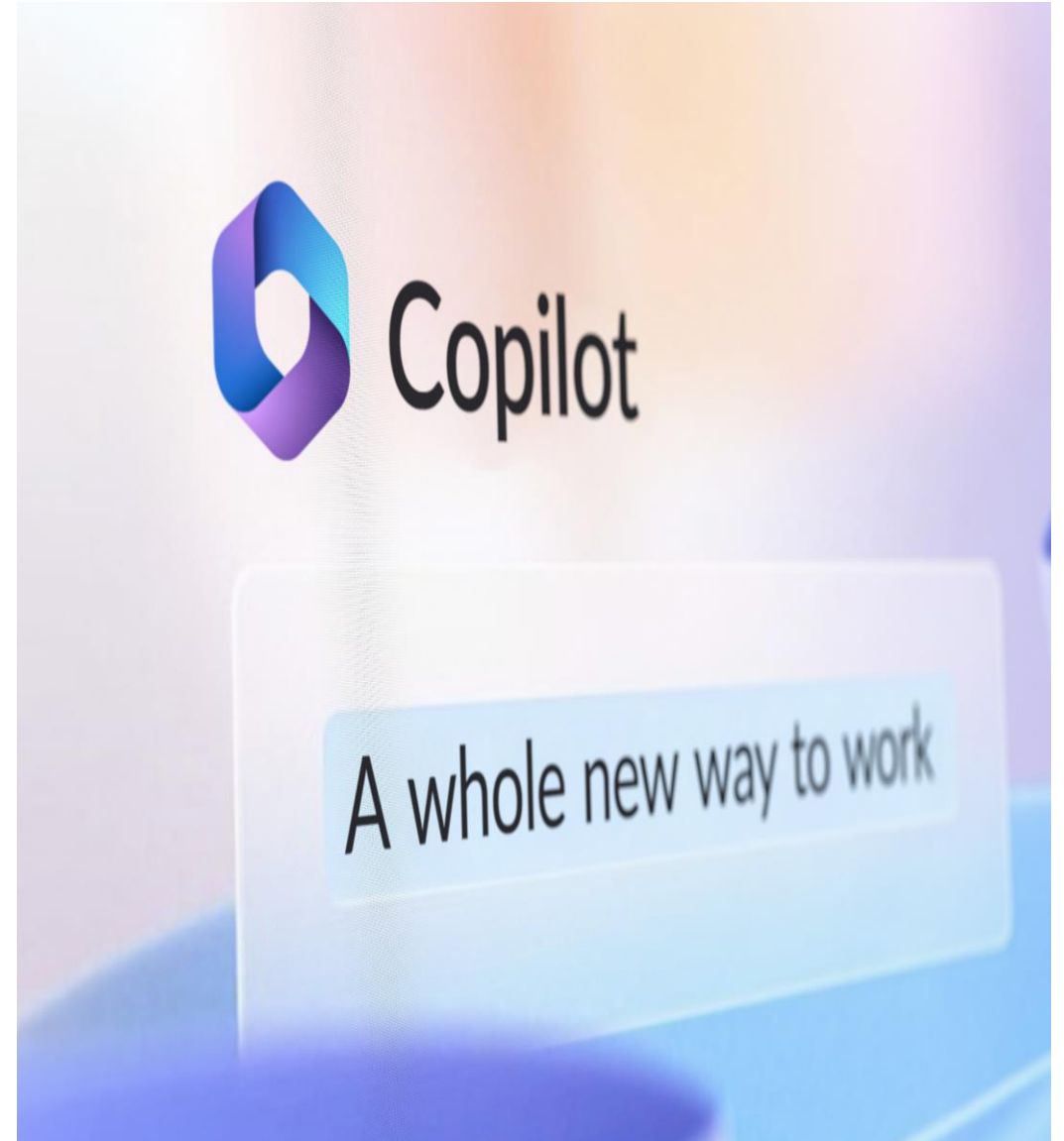
Version Control and Collaboration: AI-powered document automation platforms facilitate version control and enable seamless collaboration among legal professionals.

Time Savings: By automating document creation and management, AI saves valuable time, allowing legal professionals to focus on high-value work.



Enhanced Document Support

Enhanced Decision Support: AI provides legal professionals with data-driven insights and predictive analytics, empowering them to make more informed decisions.





**So where do
we stand with
the use of AI
Platforms?**

Platforms to Consider

CaseText - Casetext - CoCounsel

- CaseText - CoCounsel does document review, legal research, memos, depositions preparation, and contract analysis in minutes - with results you can trust
- Free Trial, but subscription for the Basic Research or All Access Pass with monthly, 1-year plans, and 2-year plans

Platforms to Consider (cont.)

Lex Machina - [Legal Analytics by Lex Machina](#)

- Lex Machina provides legal analytics to companies and law firms, enabling them to craft successful litigation strategies, win cases, and close business; part of LexisNexis
- Legal Analytics combines data and software with individual attorney review to provide a winning edge

Platforms to Consider (cont.)

Kira Systems - [Machine Learning Contract Search, Review and Analysis Software | Kira Systems](#)

- Kira Systems analyzes and reviews contracts and documents within minutes; finds clauses and discrepancies in contracts within seconds
- Kira automatically highlights and extracts provisions that are important to you and helps you organize your data for analysis
 - Import, Process, Analyze, Search/Review, Export Reports

Platforms to Consider (cont.)

ThoughtRiver - [Automated Contract Review | Accelerating Contracting | ThoughtRiver](#)

- ThoughtRiver scans and interprets information from written contracts used in a variety of sectors, assessing them against a pre-determined set of criteria

LegalSifter - [AI Contract Management & Software | LegalSifter](#)

- Combines AI and expert advice to review and navigate contracts rapidly. It's designed to help lawyers and non-lawyers review draft contracts with expert oversight

Platforms to Consider (cont.)

Loom Analytics - [Loom Analytics](#)

- Specializes in workflow automation and analytics, offering innovative solutions across industries to support growing revenues

DoNotPay - [DoNotPay - Your AI Consumer Champion](#)

- AI to help fight big corporations, protect privacy, find hidden money, cancel subscriptions, and beat bureaucracy

Platforms to Consider (cont.)

Everlaw - [Take Control of Your Ediscovery and Legal Holds \(everlaw.com\)](https://www.everlaw.com)

- Ediscovery & Case Preparation Software. Organize case data, execute discovery and collect key findings and analysis in Storybuilder. Create instant first drafts and summarize key documents with AI, verifiable citations to key evidence built in the platform; collaborate seamlessly while building case narrative and preparing for trial

Neota Logic - [Automating processes just got easier - Neota](https://www.neotalogic.com)

- Build solutions to scale your knowledge, streamline your processes and automate your documents. All without writing a single line of code!

Building Trust in AI

Explainability: AI systems should be able to provide clear explanations and justifications for their decision-making processes.

Human Oversight: Human experts should have the ability to review and intervene in AI systems to ensure ethical and responsible outcomes.

Disclaimers: Read the disclaimers on each platform!

DO NOT FORGET THE ETHICAL RULES!



Managing Ethical Issues in Technology

Businesses are responsible for the ethical use of technology.

Can be difficult to identify potential issues with emerging technology

Effective programs take a strategic approach

Chief privacy officer (CPO) - An executive responsible for developing and implementing policies and procedures related to privacy protection

Knows about privacy laws, data protection laws, crisis management

Governments need to maintain basic infrastructure and support for technology.



When In Doubt



Reach Out!

Let's Try It Out



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Scopelitis

Garvin Light Hanson & Feary

The Transportation Law Firm

Employment Tax Controversies

April 16, 2024

Steven A. Pletcher
Partner

Rebecca S. Trenner
Partner

IRS Disputes

Steven A. Pletcher

Partner

spletcher@scopelitis.com

317.637.1777





IRS





Form
1099-NEC

Nonemployee Compensation

Enter your name, address, employer identification number, and month and year of return.

Name

Number, street, and room or suite no.
City or town, state or province, country, and ZIP or foreign postal code

Month and year

Employer identification number

Check applicable boxes:

Final return

Address change

1 Gross amount of wagers accepted during month (not including laid-off wagers)
Gross amount of laid-off wagers accepted during month

T	
FF	
FD	
FP	
I	
T	

Add lines 1 and 2
Tax

EMPLOYEE

INDEPENDENT CONTRACTOR



~~Unreasonable~~









CFI

CONTRACT
FREIGHTERS
JOPLIN, MO.

CFI

61

CONTRACT
FREIGHTERS

38


JOPLIN, MO.
RIZ. MO. 16027 POC. MO. 5-3127-X
BRI. POC. MO. 227 IN. CC. P-1163C
R. CC. 565-8164 MO. POC.
HAB. CC. 14310 OKLA. CC. 9971

G.W. 11,175 G.W. OVER 24,000

1952 GMC C71
A Special Contract Carrier
#10000 2000

MOONS TOY STORE



Happy 100th

100 YEARS
-OF-
TRUCKING

**1923
Mack AB**
1923 Mack AB
Engine: 4-cylinder
Transmission: 3-speed
HP: 30









AB5

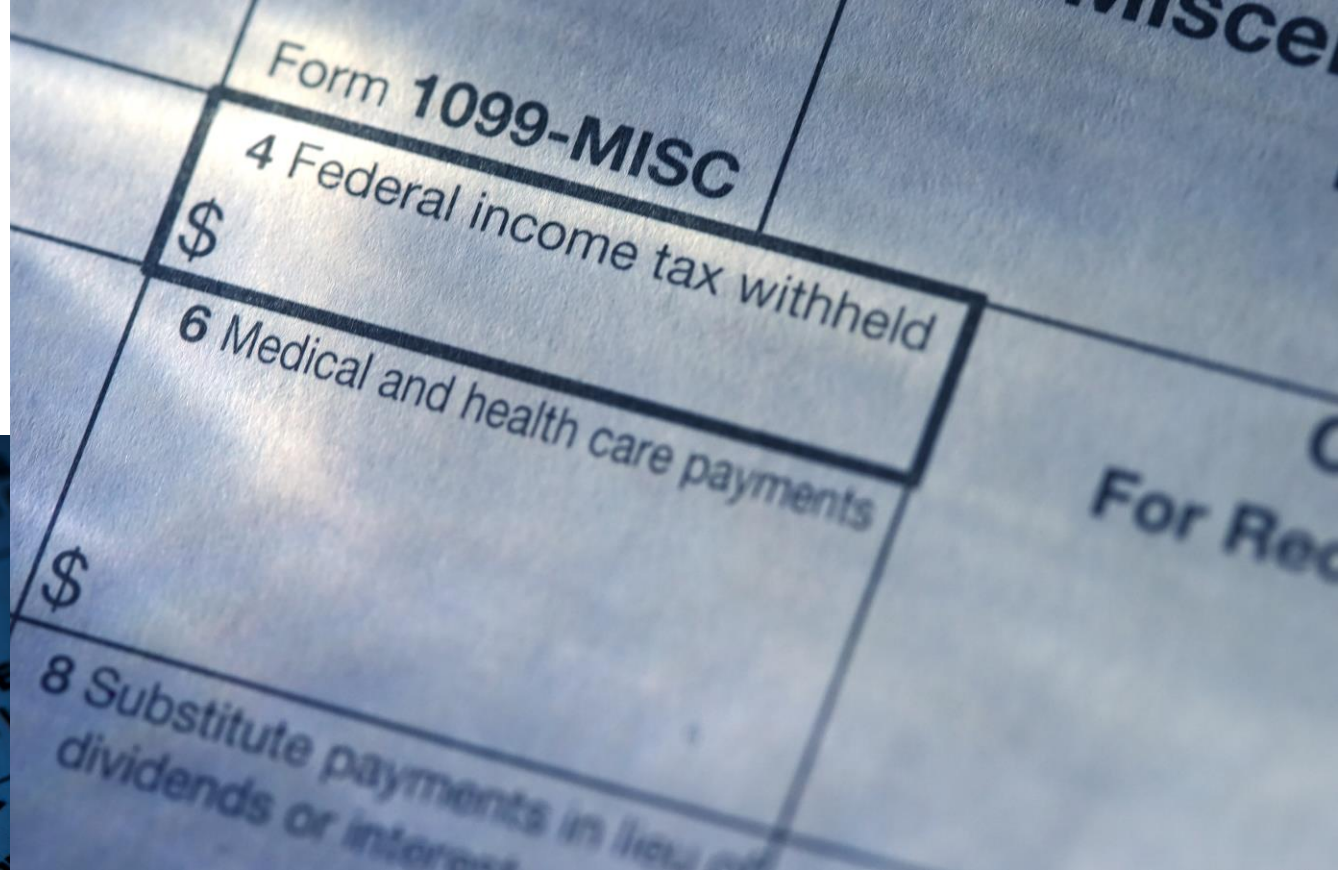
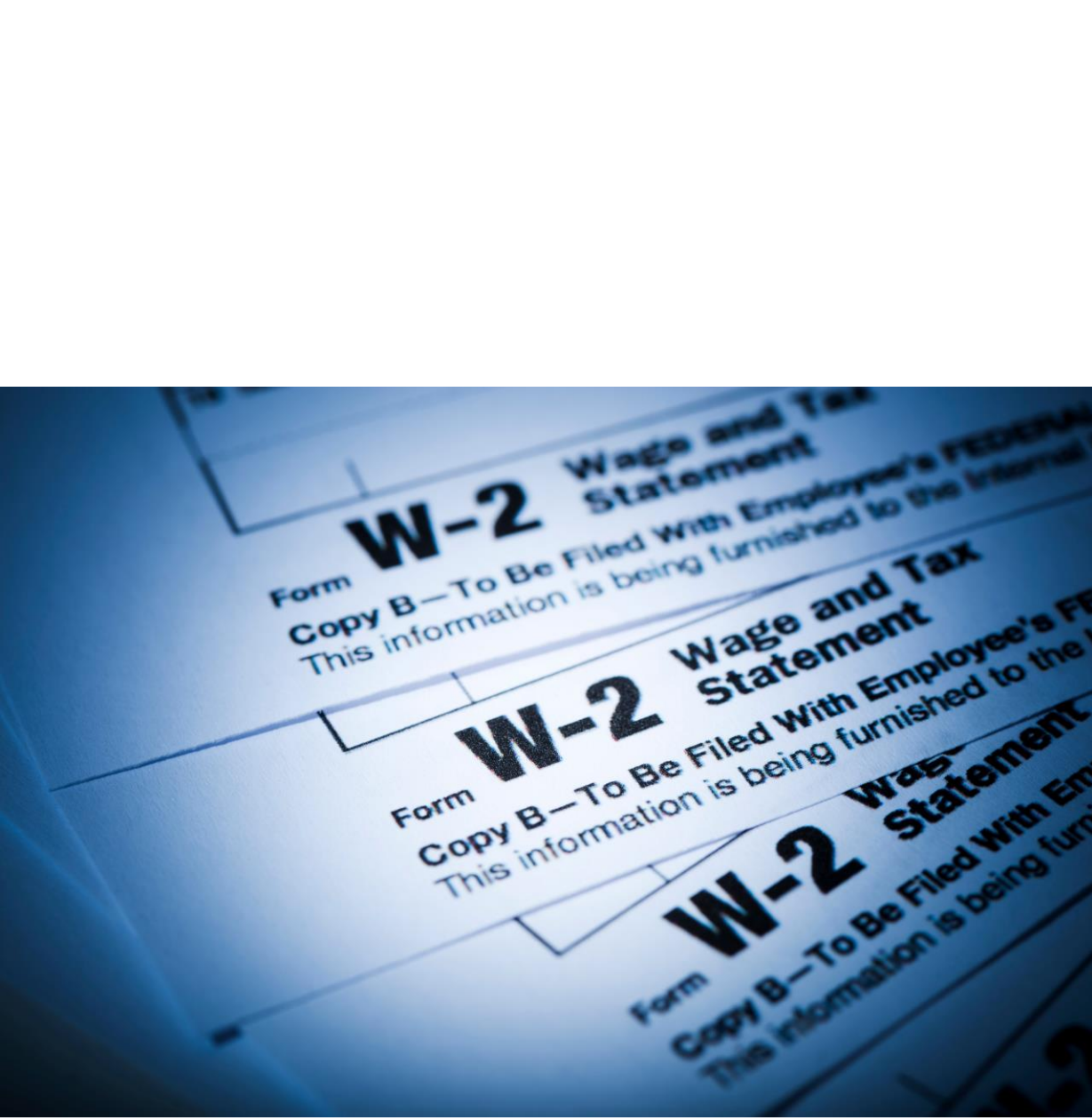






IRS









Equipment Lease Agreement

This Equipment Lease Agreement (this "Agreement"), is made and entered into this ___ day of _____, 20___, by and between _____, a(n) _____ with its principal place of business located in _____ ("Lessor") and _____, a resident of the state of _____ ("Lessee"). In this Agreement the words "you", "your" and "yours" refer to Lessee, and the words "we", "us" and "our" refer to Lessor and any subsequent assignee. In consideration of their mutual promises and other valuable considerations, Lessor and Lessee agree as follows:

1. **Lease of Equipment.** We hereby lease to you and you hereby lease from us the equipment described in Appendix A attached hereto (the "Equipment").
2. **Term.** The term of this Agreement shall be for a term of ___ months, commencing on the date of this Agreement.
3. **Lease Payments.**

(a) **Lease Payments.** You shall pay us, as rent for the use of the Equipment, the monthly rental reflected on Appendix A attached hereto and incorporated herein for each month during the term hereof (the "Lease Payments") until the expiration date of this Agreement, together with all such additional charges as may be provided herein. If you fail to make any or all of the payments specified above within five (5) days of the due date, you agree to pay, in addition to all collection costs incurred by us, including reasonable attorney fees, interest on all amounts past due at the rate of one and one-half percent (1.5%) per month or the maximum legal rate allowed by applicable state law, whichever is higher.

(b) **Additional Charges.** After delivery of the Equipment, you shall pay us, in addition to the amount specified above, all charges for structural alteration, special equipment, painting, lettering or artwork requested by you. Such charges shall be separately invoiced and shall be due upon receipt. You shall obtain written authorization from us prior to making any alteration to the Equipment. You shall bear the cost of any modification or additional equipment required to bring the Equipment into compliance with statutory regulations implemented after execution of this Agreement.

(c) **Mileage Determination.** For any purpose under this Agreement, mileage shall be determined by the odometer reading on the Equipment or such other standard recording devices as may be attached to the Equipment. Lessee shall immediately report to Lessor in writing any malfunction of the odometer or recording device on the Equipment. In the event of such malfunction, mileage shall be computed by trip reports, driver logs, or by applying the daily average mileage for the prior thirty (30) days, or such lesser number of days that the Equipment has been in service. Lessee shall provide Lessor all mileage readings when requested by Lessor.

Deduction Authorization. As a condition of entering into this Agreement, you agree to enter into an Independent Contractor Agreement (the "Contractor









A close-up photograph of a person's hand holding a small, rectangular blue card. The person is wearing a white dress shirt and a dark tie. The card is held in the palm of the hand, with the fingers gripping the top edge. The text on the card is written in a bold, white, sans-serif font with a slight drop shadow, making it stand out against the blue background. The background is slightly blurred, focusing attention on the hand and the card.

**Arm's Length
Transaction**







State Unemployment Tax Disputes

Rebecca S. Trenner

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State unemployment agencies have shifted gears post-pandemic.

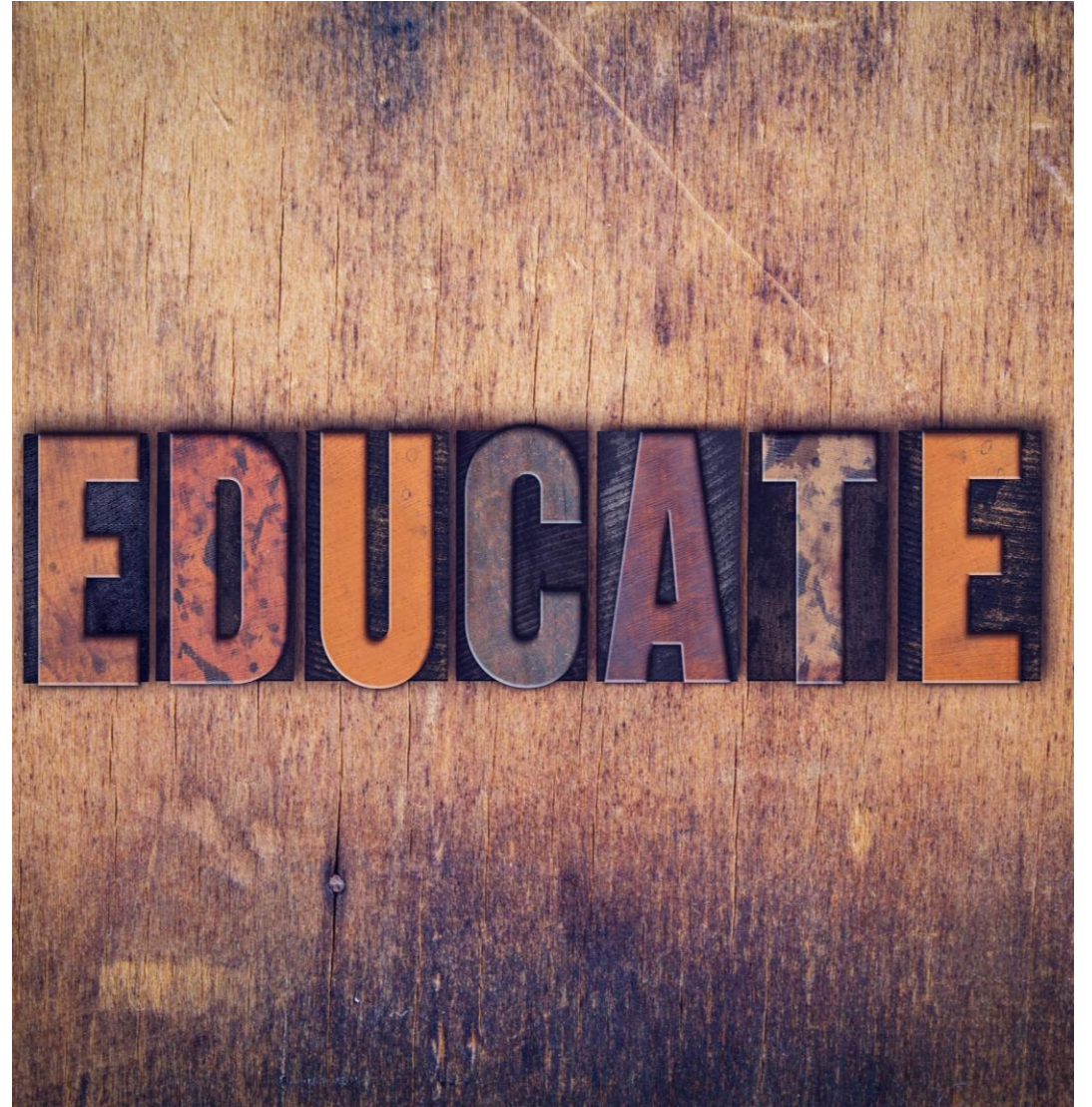


With motor carriers utilizing IC fleets on state unemployment agencies' radar, is it possible to avoid an unemployment tax audit?

Treat every IC unemployment claim as a potential audit.

- Respond timely.
- Respond thoroughly.
- Rely on favorable law.







State UET Appeal Process



- Written Appeal
- Informal Discovery
- Settlement?
- Administrative Hearing
- Board of Review Appeal
- Judicial Appeal





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Cargo Claims: Theft by Fraud

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Partner

Clifford Lauchlan
Attorney

Fraud

Be On Guard

Don't Be a Victim

SCAMS RISING

Increased Danger

Beware!

Warning!

WATCH OUT

Fraud

Be On Guard

Don't Be a Victim

SCAMS RISING

Increased Danger

Beware!

Warning!

WATCH OUT

**What
happened?**

**HOW did that
happen?**





What
happened?

HOW did that
happen?



What
happened?

HOW did that
happen?

What happened?

HOW did that happen?



What happened?

HOW did that happen?





What
happened?

HOW did that
happen?

What happened?

HOW did that happen?





What
happened?

HOW did that
happen?



What
happened?

HOW did that
happen?

What happened?

HOW did that happen?



WHAT AM I IN CONTROL OF?
WHAT CAN I DO BETTER?
HOW CAN I IMPROVE THINGS?



WHAT AM I IN CONTROL OF?
WHAT CAN I DO BETTER?
HOW CAN I IMPROVE THINGS?



WHAT AM I IN CONTROL OF?
WHAT CAN I DO BETTER?
HOW CAN I IMPROVE THINGS?



WHAT AM I IN CONTROL OF?
WHAT CAN I DO BETTER?
HOW CAN I IMPROVE THINGS?



WHAT AM I IN CONTROL OF?
WHAT CAN I DO BETTER?
HOW CAN I IMPROVE THINGS?



WHAT AM I IN CONTROL OF?
WHAT CAN I DO BETTER?
HOW CAN I IMPROVE THINGS?



















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Legal Considerations in Distinguishing Brokerage from TMS Services

Legal Considerations in Distinguishing Brokerage from TMS Services

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Partner, Scopelitis

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TMS and Brokerage

- What is the difference and why should I care



Common “Industry” Distinctions between Brokerage and Transportation Management

Common “Industry” Distinctions between Brokerage and Transportation Management

- Brokerage (Typically)
 - Often transactional
 - Undisclosed margin
 - Shipper considers broker a “carrier”
 - Broker often required to assume cargo liability, indemnity obligations, representations as to carrier conduct, etc.
- Transportation Management (Typically)
 - Integration - shipments pushed from EMS to TMS
 - Shipper might contract with carrier (at least initially)
 - Carrier charges may well be disclosed to shipper (or even contracted by shipper) with TMS provider just receiving flat management fee.

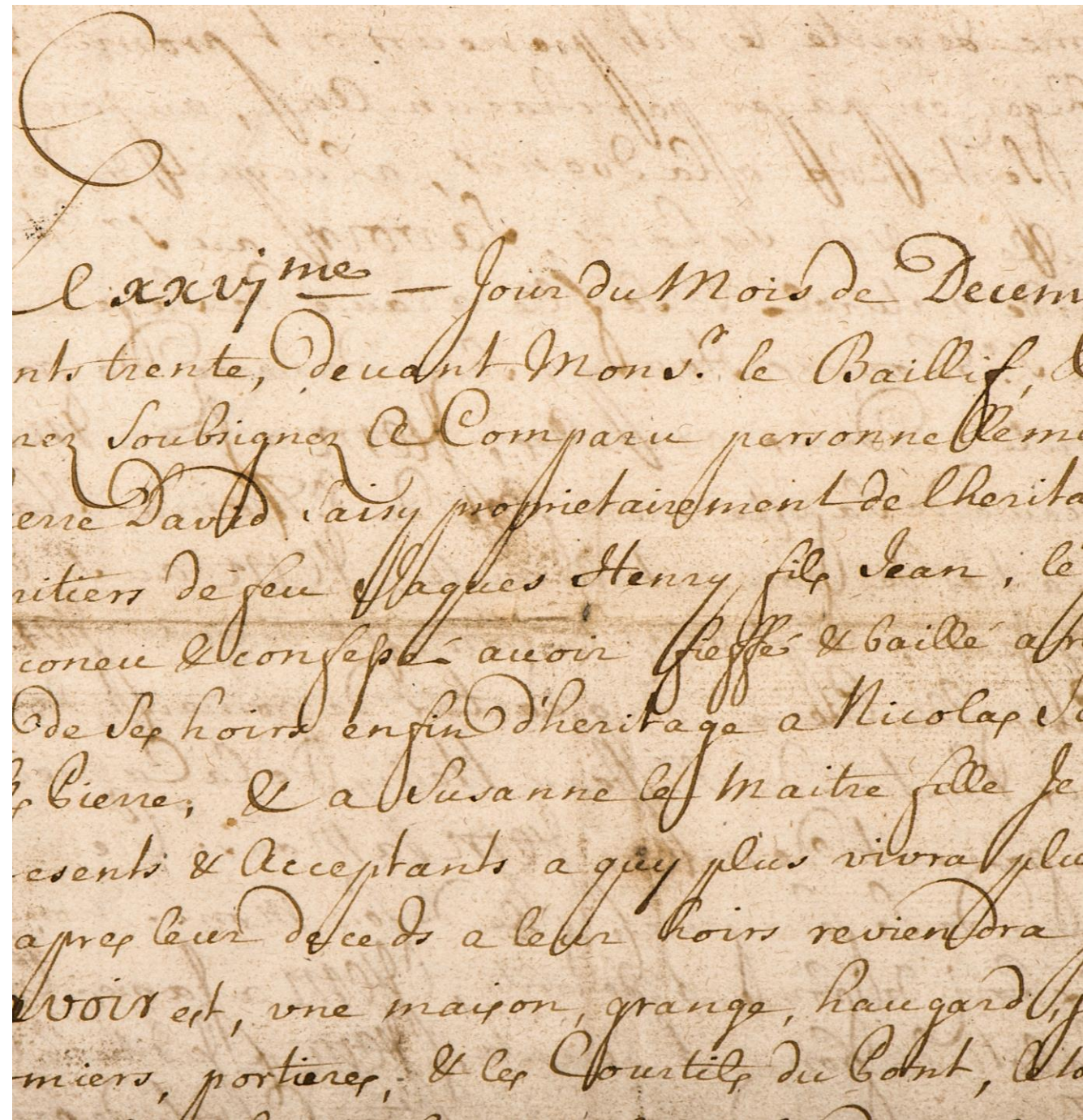


“Broker means a person who, for compensation, arranges, or offers to arrange, the transportation of property by an authorized motor carrier”.

49 C.F.R. 371.2.

Contract language doesn't matter right?

It's all just "boilerplate"



- Problems with providing TMS Service under Brokerage Contract
 - Who contracted with the carrier?
 - Margin on carrier rates?
 - Exclusivity?
 - Shipper access to TMS?
 - Cargo liability

- Indemnity

- Problems with Brokering under TMS Contracts
 - Are you allowed to have margin?
 - Meeting warranties regarding carriers (e.g., insurance limits)
- Indemnity



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Current Issues in Cross-Border Transportation

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Louis Amato-Gauci
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Partner
EC Rubio



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Garvin Light Hanson & Feary

The Transportation Law Firm

Legislative Update

Greg Feary
*President & Managing
Partner, Scopelitis*

Shannon Cohen
Partner, Scopelitis

Prasad Sharma
Partner, Scopelitis

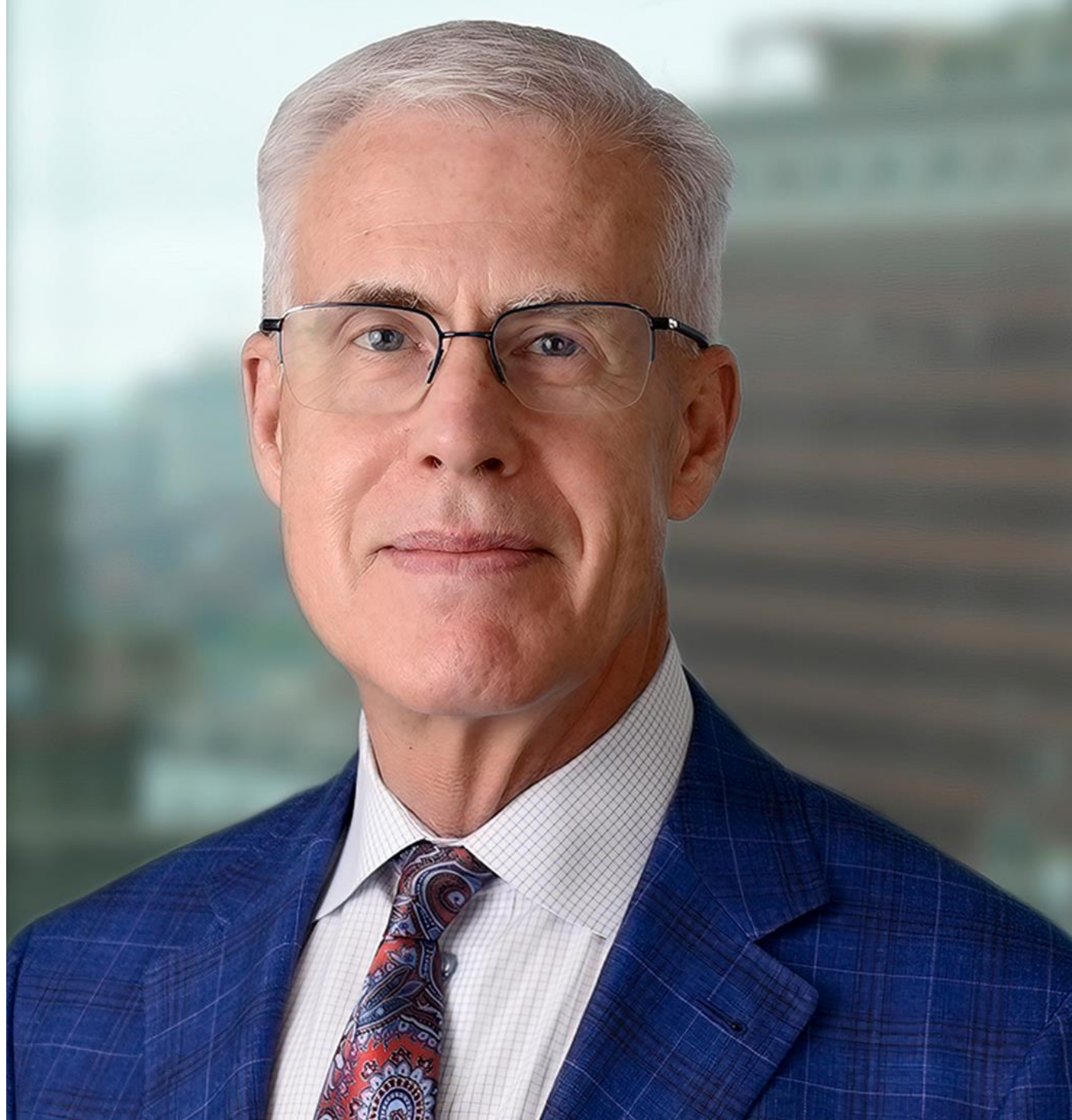
Introduction

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Federal Update

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DO NOTHING



DO NOTHING



VOTE







UPSIDE DOWN WORLD MAP

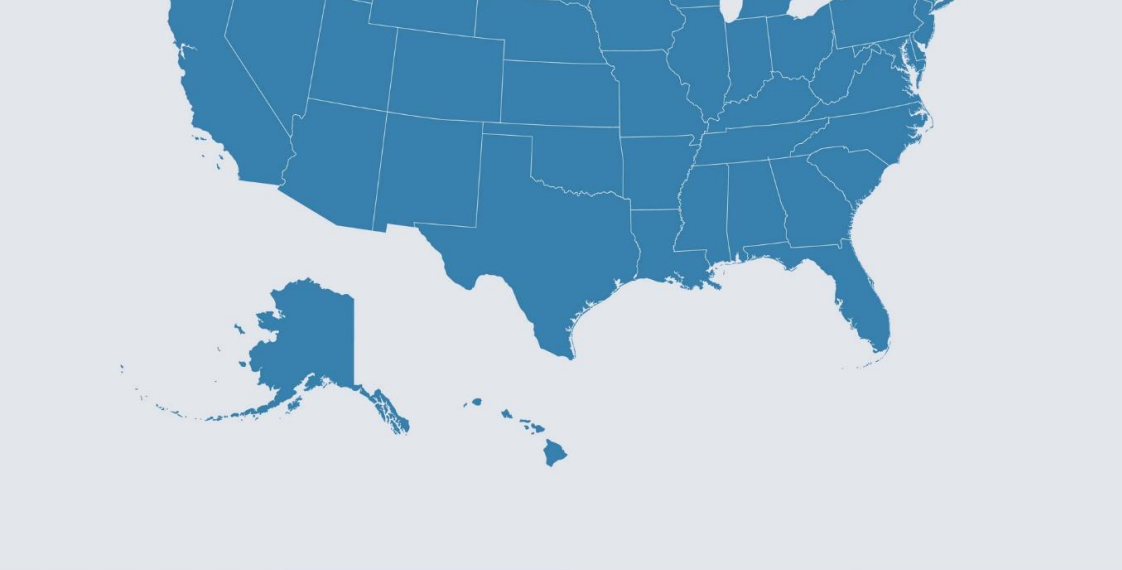


UPSIDE DOWN WORLD MAP

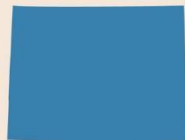


UPSIDE DOWN WORLD MAP





Colorado



Connecticut



Delaware



Florida



Georgia



Hawaii



Idaho



Illinois



Indiana



Iowa



Kansas



Kentucky



Louisiana



Maine



Maryland



Massachusetts



Michigan



Minnesota



Mississippi



Missouri



Montana



Nebraska



Nevada



New Hampshire



New Jersey



New Mexico



New York



North Carolina



North Dakota



Ohio



Oklahoma



Oregon



Pennsylvania



Puerto Rico



Rhode Island



South Carolina

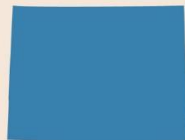


South Dakota





Colorado



Connecticut



Delaware



Florida



Georgia



Hawaii



Idaho



Illinois



Indiana



Iowa



Kansas



Kentucky



Louisiana



Maine



Maryland



Massachusetts



Michigan



Minnesota



Mississippi



Missouri



Montana



Nebraska



Nevada



New Hampshire



New Jersey



New Mexico



New York



North Carolina



North Dakota



Ohio



Oklahoma



Oregon



Pennsylvania



Puerto Rico



Rhode Island

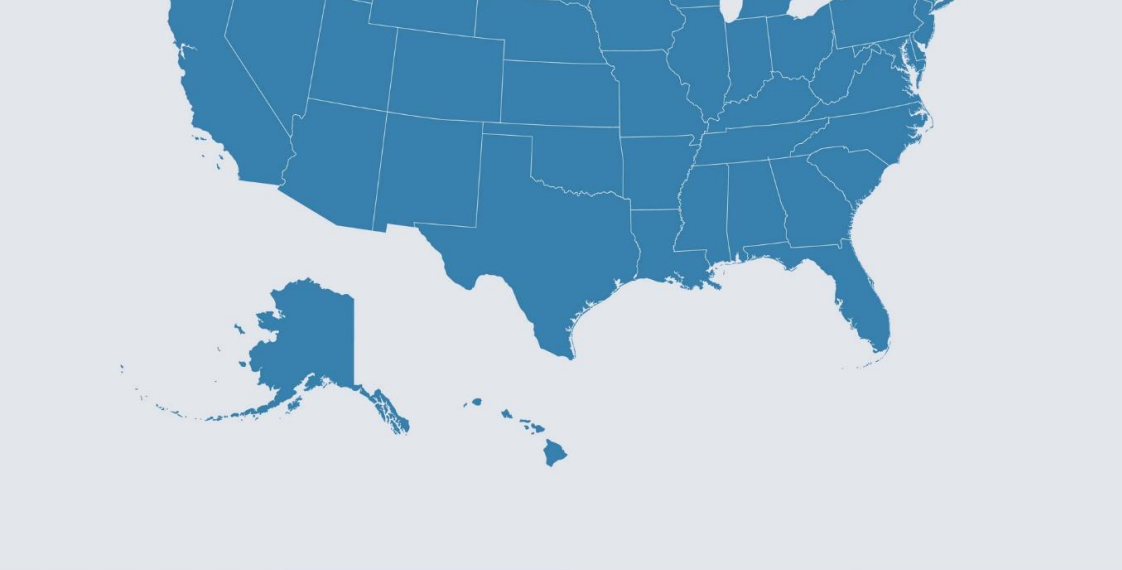


South Carolina

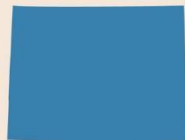


South Dakota





Colorado



Connecticut



Delaware



Florida



Georgia



Hawaii



Idaho



Illinois



Indiana



Iowa



Kansas



Kentucky



Louisiana



Maine



Maryland



Massachusetts



Michigan



Minnesota



Mississippi



Missouri



Montana



Nebraska



Nevada



New Hampshire



New Jersey



New Mexico



New York



North Carolina



North Dakota



Ohio



Oklahoma



Oregon



Pennsylvania



Puerto Rico



Rhode Island



South Carolina



South Dakota



State Update

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Elections 2024

The image features a close-up, shallow depth-of-field shot of several campaign buttons scattered on a blue fabric with a white star pattern, likely a portion of the American flag. The buttons are in various colors and designs: one is blue with a white silhouette of a person, another is red with white text, and others have stripes or stars. The text 'Elections 2024' is overlaid in a large, white, sans-serif font, centered in the upper half of the frame.

Elections 2024

The image features a close-up, slightly blurred background of an American flag. In the foreground, several campaign buttons are scattered. One prominent button on the left has a red, white, and blue design with the word 'CLEAN' in yellow and blue letters. Another button below it has blue and red stripes. To the right, a blue button has a white silhouette of a person, and a red button has the text 'NO MORE' in white. The overall scene is patriotic and focused on the 2024 election.



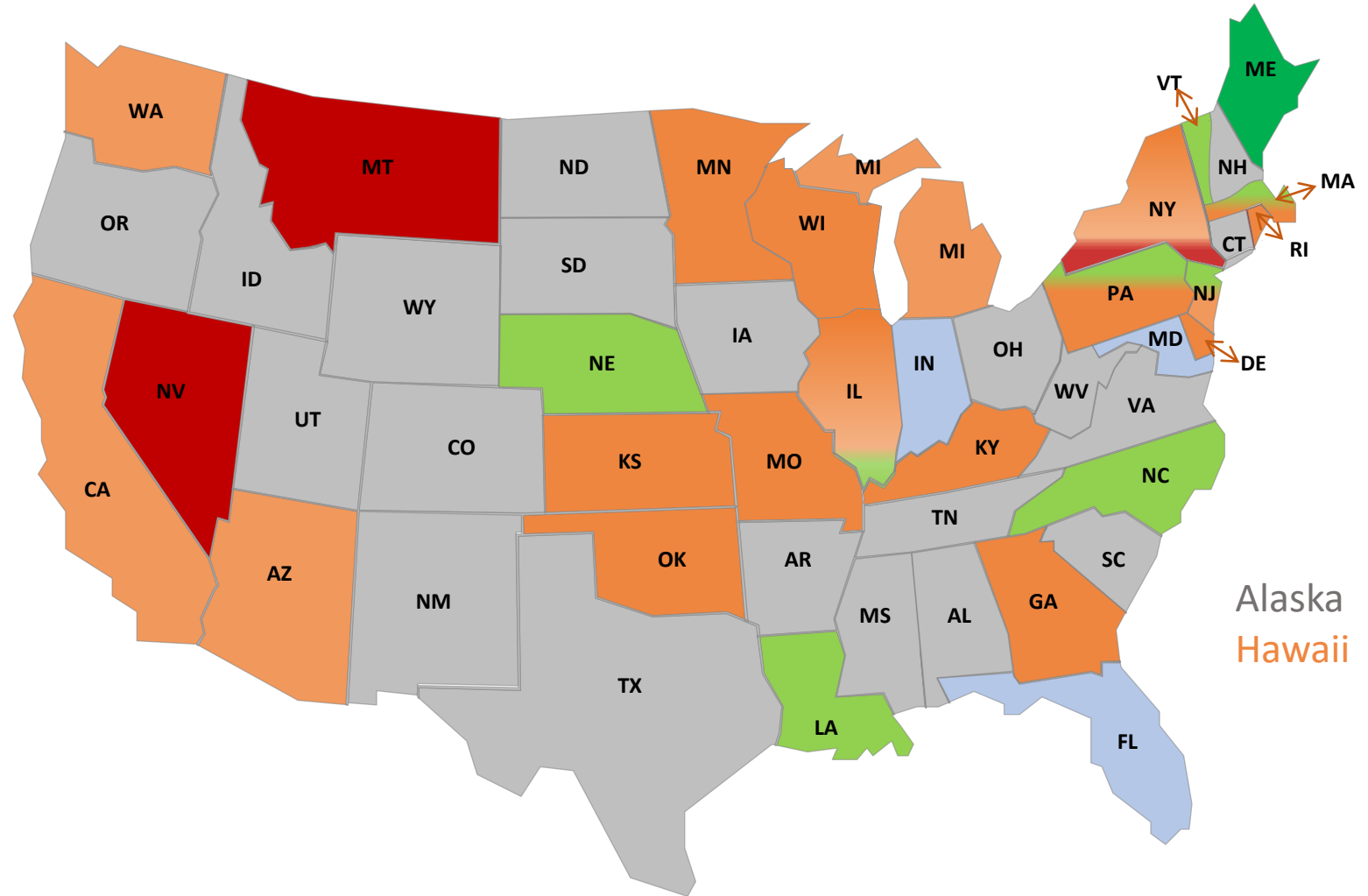






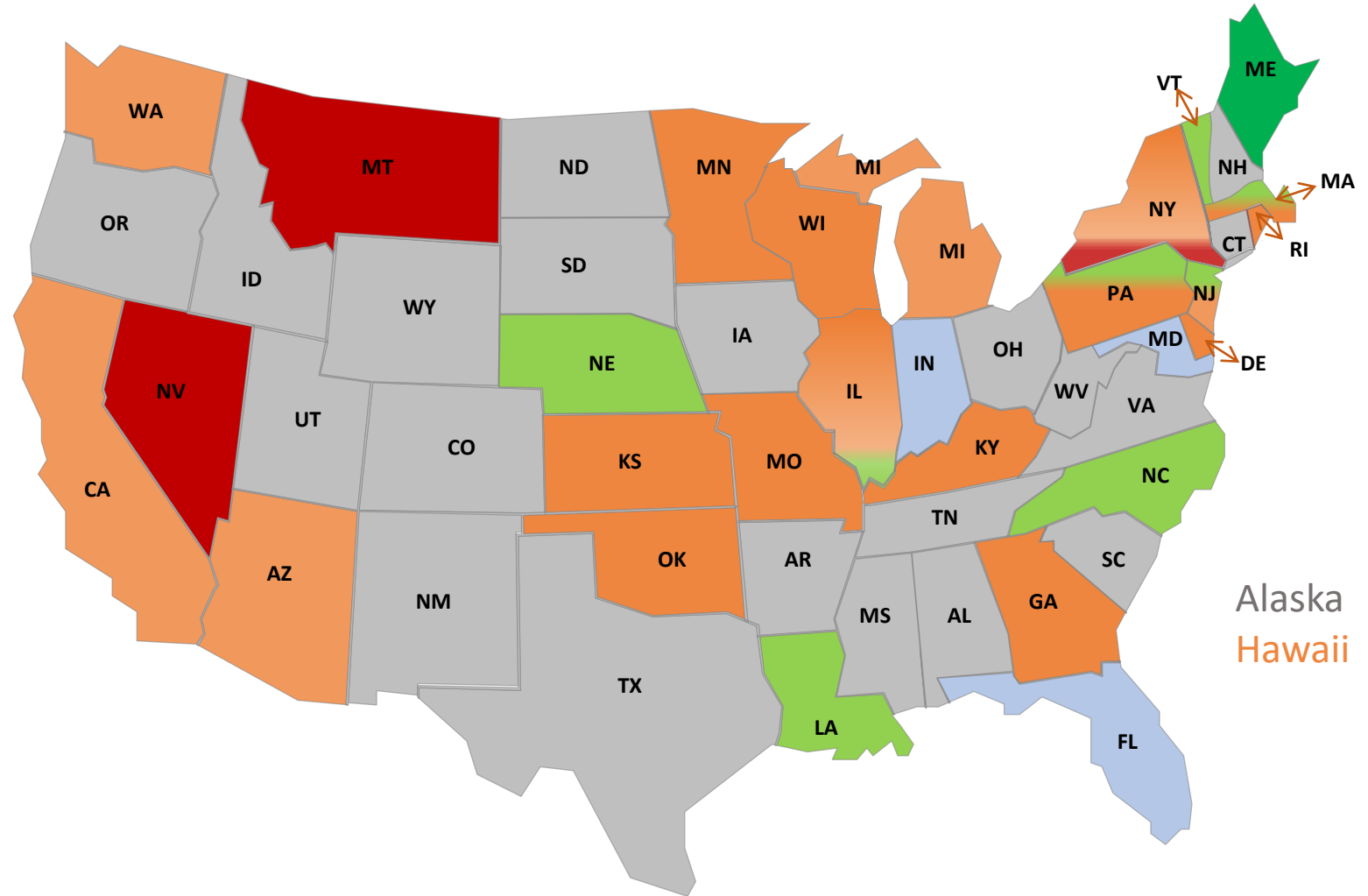
2023-2024 Proposed Generally Applicable IC Legislation by State

Favorable Legislation - Enacted
Favorable Legislation - Pending
Favorable Legislation - Failed
Unfavorable Legislation - Failed
Unfavorable Legislation - Pending
Unfavorable Legislation - Enacted
No Relevant Legislative Activity



2023-2024 Proposed Generally Applicable IC Legislation by State

Favorable Legislation - Enacted
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No Relevant Legislative Activity



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Garvin Light Hanson & Feary

The Transportation Law Firm

Privacy Considerations for Transportation Companies

Shannon Cohen
Partner, Scopelitis

Dylan Goetsch
Associate, Scopelitis

Agenda

1. Cybersecurity and Data Privacy: Risks in the Transportation Sector
2. Strategies to Mitigate Privacy and Cybersecurity Risk
 - A. Compliance with Privacy Laws
 - B. Contracts: Best Practices

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The Era of Big Data



... and the Costs of Increasing Efficiencies

The Era of Big Data



... and the Costs of Increasing Efficiencies

The Era of Big Data



... and the Costs of Increasing Efficiencies

The Era of Big Data



... and the Costs of Increasing Efficiencies

Privacy Risks: Statutory Compliance

*Compliance Strategies
Without a Federal Law*



Privacy Risks: Statutory Compliance

*Compliance Strategies
Without a Federal Law*



CCPA



Data Protection



Compliance



Preparation



Data Breaches



Personal Data

CCPA



Data Protection



Compliance



Preparation



Data Breaches



Personal Data

CCPA



Data Protection



Compliance



Preparation



Data Breaches

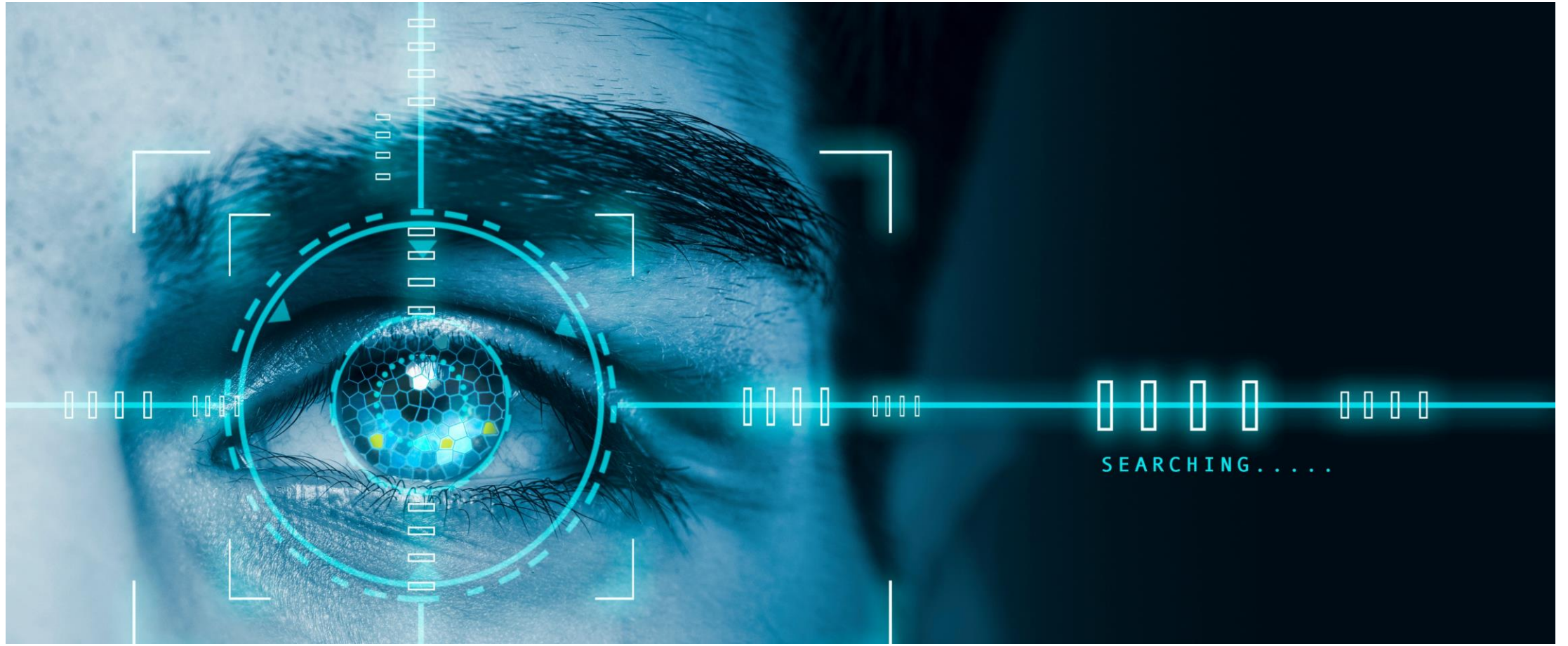


Personal Data

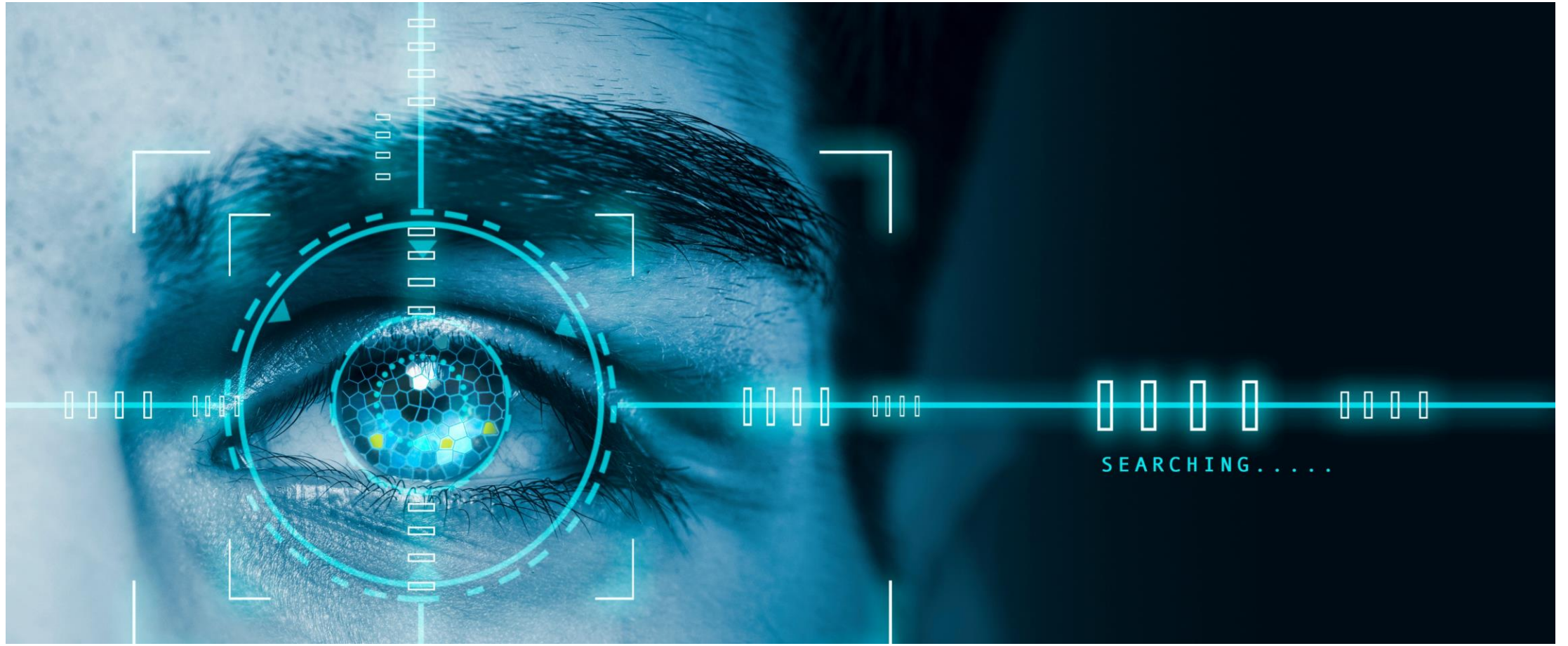
CCPA Compliance Requirements



BIPA: Keys to Compliance



BIPA: Keys to Compliance



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CYBER SECURITY

Risks to the Transportation Sector

Cyberattacks: Do I Need to Worry?



Cyberattacks: Do I Need to Worry?



Mitigating Legal Risk from Cyberattacks in your Contracts



Mitigating Legal Risk from Cyberattacks in your Contracts



Mitigating Legal Risk from Cyberattacks in your Contracts



Mitigating Legal Risk from Cyberattacks in your Contracts



Mitigating Legal Risk from Cyberattacks in your Contracts



CONTRACT TRENDS



CONTRACT TRENDS



CONTRACT TRENDS



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The Transportation Law Firm

What's Driving Class Actions?

James H. Hanson
Partner, Scopelitis

R. Jay Taylor, Jr.
Partner, Scopelitis









THE RULES

HAVE

CHANGED

THE RULES

HAVE

CHANGED

THE RULES

HAVE

CHANGED

THE RULES

HAVE

CHANGED

THE RULES

HAVE

CHANGED

DO

WHAT

YOU
SAY

DO

WHAT

YOU
SAY

Potential Claims

- Unpaid Time
- Incorrect Pay
- Incorrect Policies
- Unauthorized Wage Deductions



Potential Claims

- Unpaid Time
- Incorrect Pay
- Incorrect Policies
- Unauthorized Wage Deductions



Potential Claims

- Unpaid Time
- Incorrect Pay
- Incorrect Policies
- Unauthorized Wage Deductions

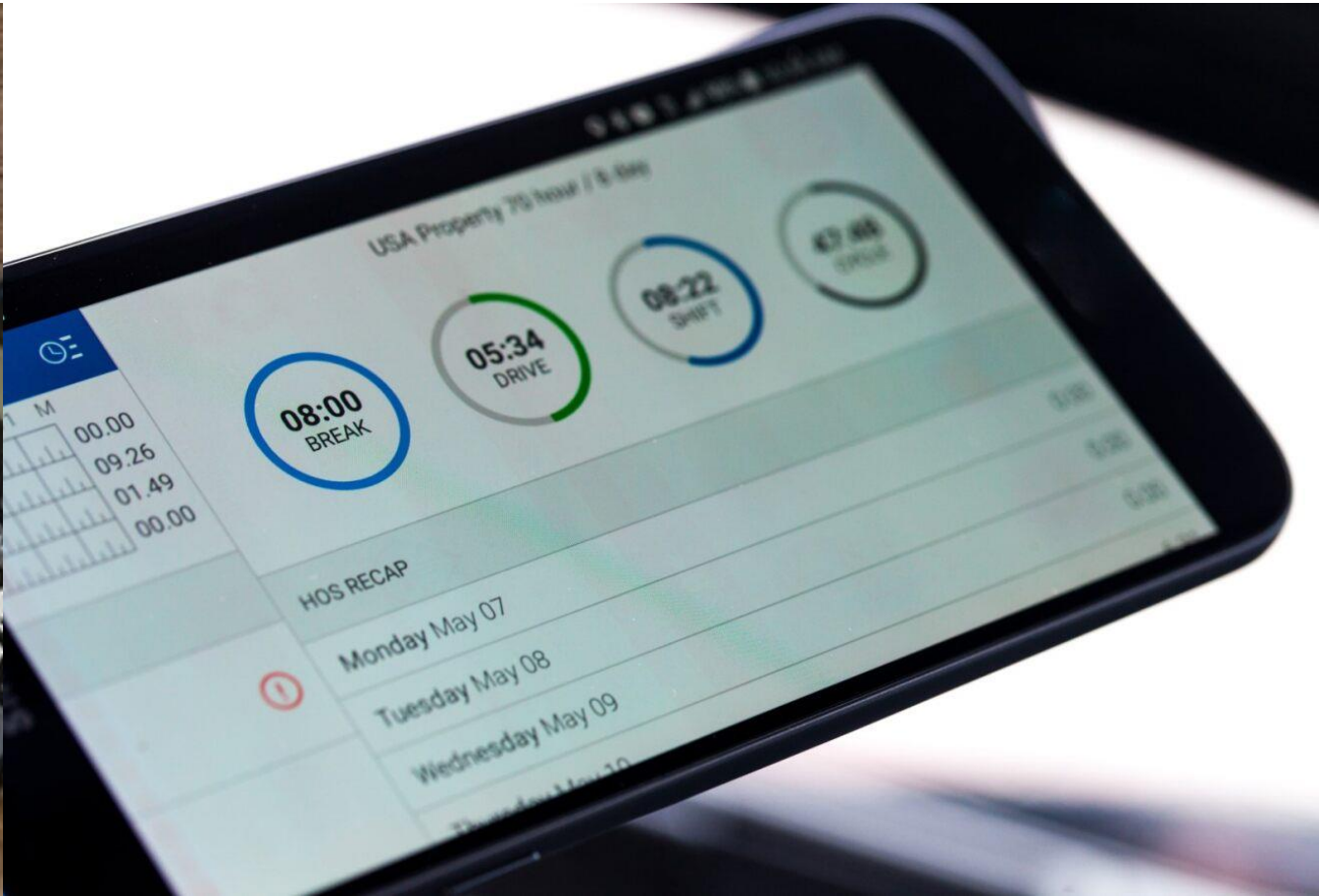


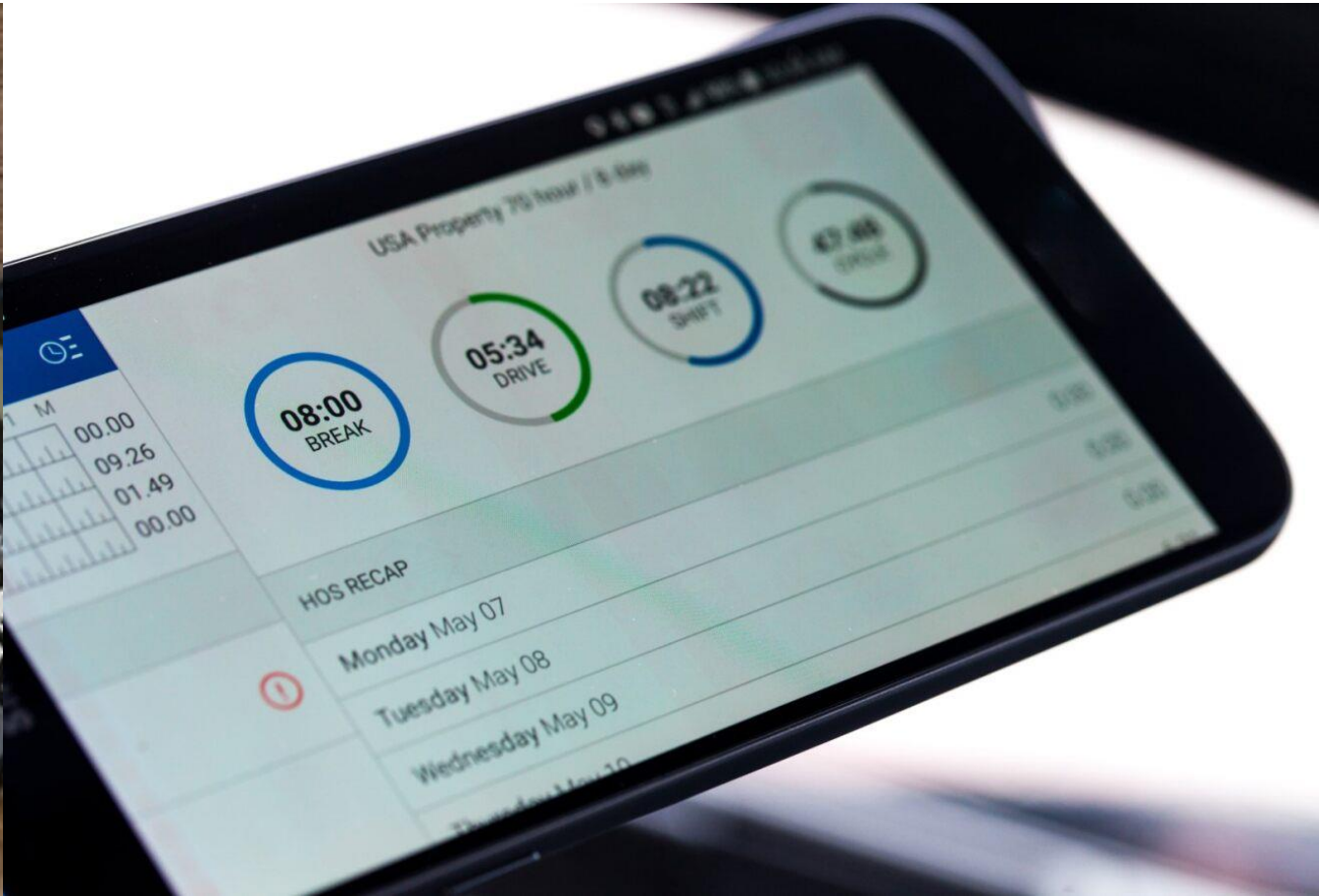


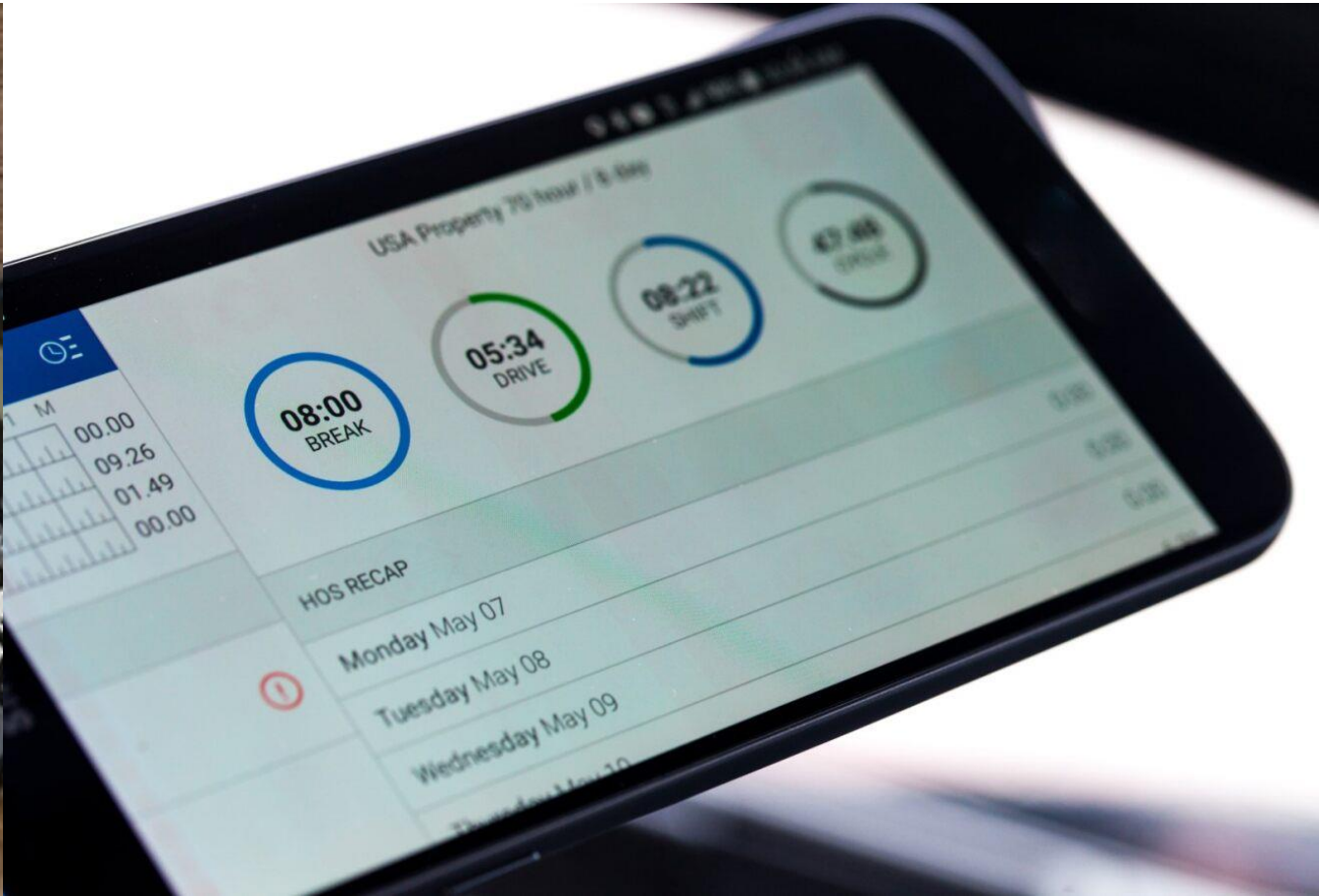














**WHAT
LIES
AHEAD?**



WHAT
LIES
AHEAD?



WHAT
LIES
AHEAD?



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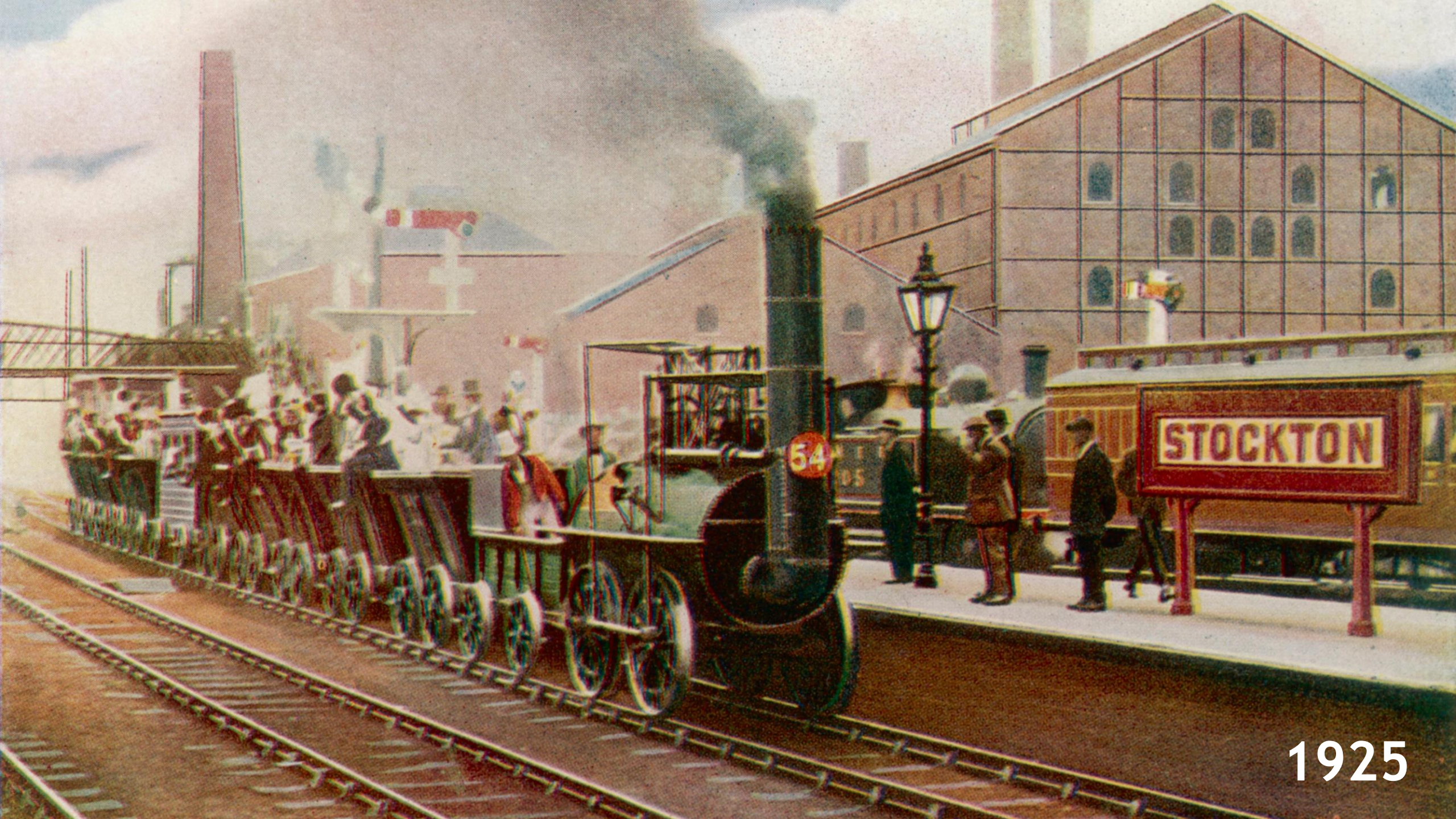
The Transportation Law Firm

Arbitration Developments

**FEDERAL
ARBITRATION
ACT**







1925



Southwest

Southwest

Southwest.com

N7845A

7845

24025

2424

D8

D7

D6

SOUTHWEST

Southwest

Southwest



Southwest

Southwest

Southwest.com

N7845A

7845

24025

2424

D8

D7

D6

SOUTHWEST

Southwest

Southwest

WONDER.
CLASSIC WHITE

WONDER.
CLASSIC WHITE

The image shows a close-up of Wonder Classic White flour bags on a shelf. The bags are arranged in two rows. The top row shows the plain packaging with the brand name and product type. The bottom row shows the same bags with a festive design of red, yellow, and blue polka dots. The text 'WONDER.' and 'CLASSIC WHITE' is printed in red and white on a blue background on each bag.

WONDER.
CLASSIC WHITE

WONDER.
CLASSIC WHITE

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Prasad

WARRIOR
ADVANCE
CALIFORNIA

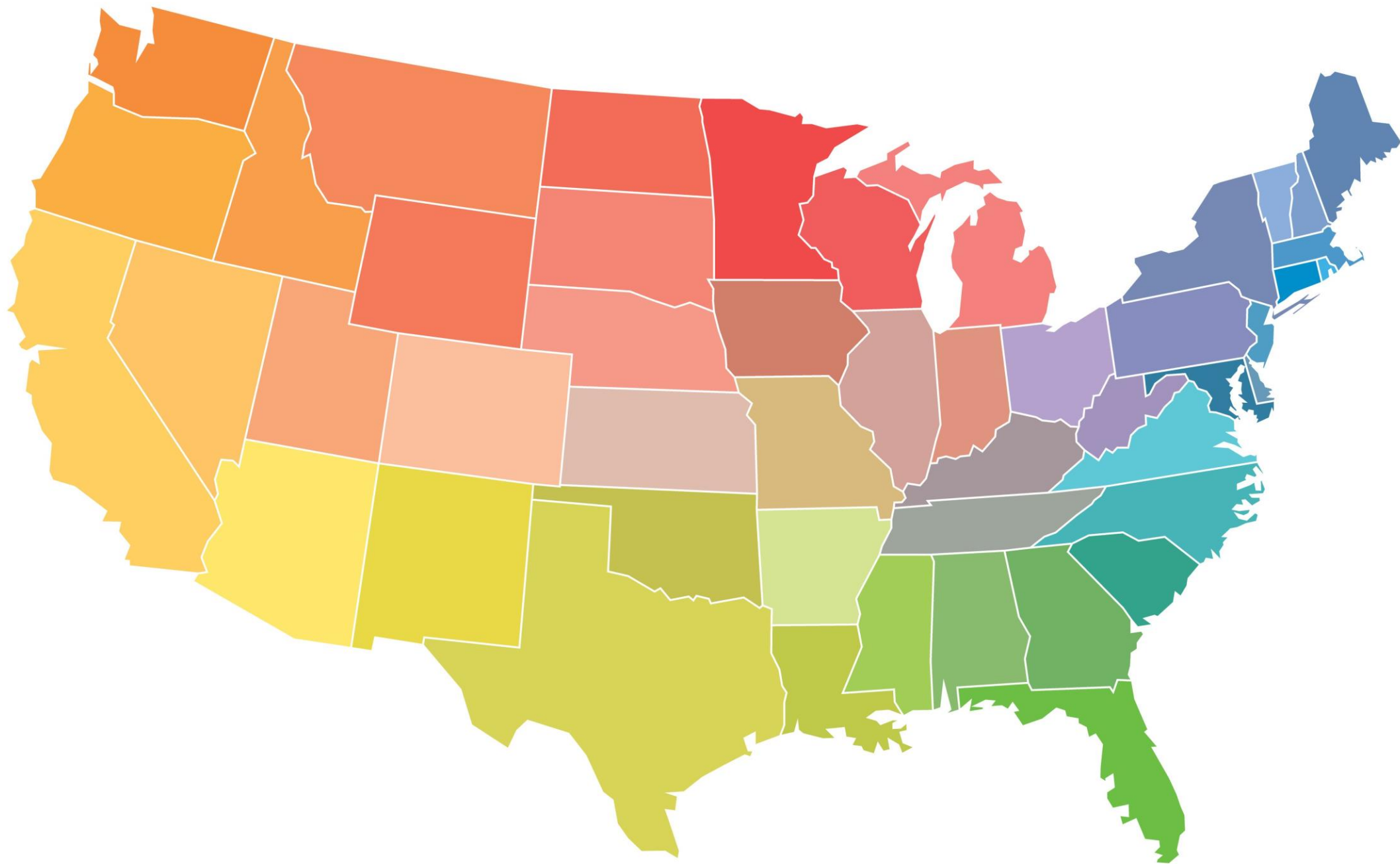


Prasad

WARRIOR
ADVANCE
CALIFORNIA







~~CLIPS
ACTION~~



Employment Contract

This contract of employment is entered into between _____ (hereinafter referred to as 'Employer') and _____ (hereinafter referred to as 'Employee')

Commencement of Employment

Effective from _____
 until either party terminates the contract.
 for a fixed term contract for a period of _____

* day(s) / week(s) / month(s)

_____ (s) / month(s) / year

(b) overtime pay At the rate of _____

% of
the







15 02:22 14



ARBITRATION

Questions?



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Garvin Light Hanson & Feary

The Transportation Law Firm

Accident Litigation Trends and Strategies in 2024

2024 Scopelitis Transportation Law Seminar
April 14 - 16, 2024

Andrew F. Marquis
Partner

Renea E. Hooper
Partner

Agenda

1. Post-Pandemic - Current Trends in Verdicts and Settlements
2. Tort Reform And Court Reform

Post-Pandemic - Current Trends in Verdicts and Settlements

Andrew F. Marquis

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Post Covid- Are Nuclear Verdicts Still a Thing?

YES, BUT.....



A recent example from Cook County, Illinois ...

The accident occurred in Valparaiso, Indiana

- Accident in 2016, trial in July 2023
- \$44M Verdict (43.5M)
- Spinal cord injury
- 60-year-old female
- Likely 15-20M life care plan



WHAT DRIVES LARGE VERDICTS?

- JURISDICTION, JURISDICTION, JURISDICTION (GA., E. TX., FL., CHICAGO, ST. LOUIS, ETC.)
- Bad corporate facts especially at 30(b)(6) depositions

WHAT DRIVES LARGE VERDICTS?

- New World Order?



Gen Z

Born: 1995 - 2015
Age: 6 - 26 years



Millennial

Born: 1980 - 1994
Age: 27 - 41 years



Gen X

Born: 1965 - 1979
Age: 42 - 56 years



Baby Boomer

Born: 1944 - 1964
Age: 57 - 77 years

Roadblock

The Trucking Litigation
Problem and How to Fix
It

July 2023



U.S. Chamber of Commerce
Institute for Legal Reform

Overview of Trucking Litigation in America

- Main Point: "Even though trucking is getting safer, verdicts are getting bigger. And that's a problem."

The Numbers Behind the Study

- Study review: 154 trucking litigation verdicts and settlements (June 2020 to April 2023).



Conclusions

- Pick the right jurisdiction.
- Avoid trying cases with bad corporate facts - or keep them out of evidence.
- Evaluate the strength of the plaintiff's lawyer

Tort Reform - Where Are We Now And Where Are We Going?

Renea E. Hooper

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Factors Contributing to Nuclear Verdicts

- Trucking is the target industry
- Health care providers
- Litigation fundings
- Widening circle of defendants
- Derivative claims against trucking companies
- Ambiguous standard of care
- Expanding list of “duties”

X factor: Different mentality of jurors



TORT REFORM



TORT REFORM

Examples

- Texas
- Florida
- Iowa
- Georgia
- Indiana

TORT REFORM



TORT REFORM



TORT REFORM



TORT REFORM



TORT REFORM



TORT REFORM



COURT REFORM



COURT REFORM

- Some rational evidence-based determination of non-economic damages
- Limited definition of duties of drivers and company
- Admission test (vicarious liability)
- Defined standard of care
- Damages caps - Relationship of punitive damage award to wrongful act

CONCLUSION

- Know your jurisdiction and venue
- Stay informed and involved on legislative efforts and changes to the laws to combat nuclear verdicts



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The Transportation Law Firm

Multi-Jurisdictional Issues in Worker's Compensation

2024 Scopelitis Transportation Law Seminar
April 14 - 16, 2024

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Partner

Victor Shane
Partner

Mary Beth Hughes
Partner

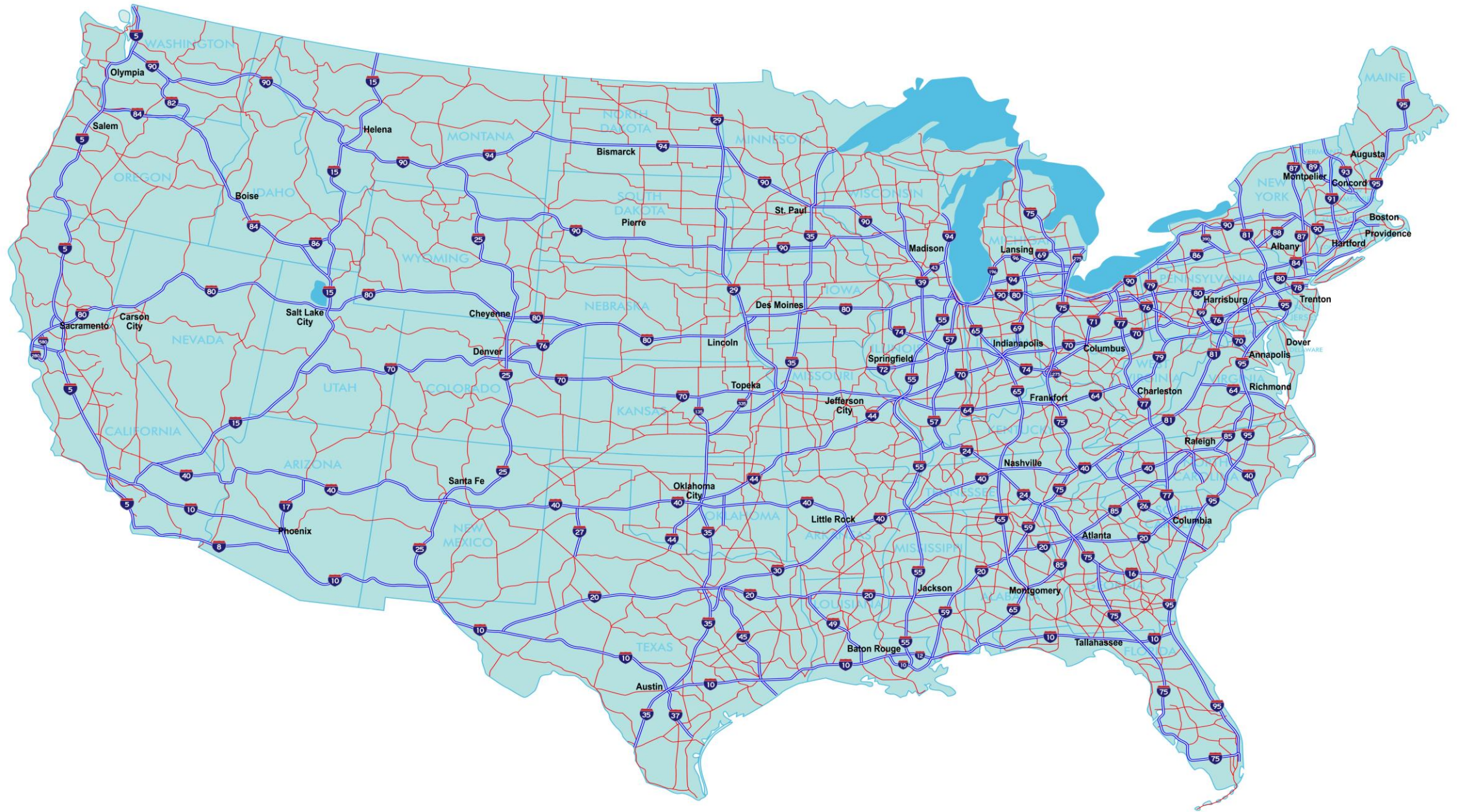
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Jurisdiction

- Accident Location
- Contract of Employment
- Principal Place of Work
- Employer Principal Location



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Where Do I File?



- Multi Jurisdictional Claims
- Comparison of Benefits
- Credit From One Jurisdiction to Another?

Other Factors

- Choice of Medical Care
- Lump Sum Settlements



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Settlement

- Consider every state where jurisdiction exists.
- Which states allow settlement?
- Should you even bring it up?



Settlement

- Consider every state where jurisdiction exists.
- Which states allow settlement?
- Should you even bring it up?





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