

Case Study – Jack Spaniels

CASE PREVIEW

Dog toy poking fun at Jack Daniel's leads to dispute over parody exception to trademark protections



By Ronald Mann

on Mar 20, 2023 at 10:57 am



The Jack Daniel's bottle next to the VIP Products "Bad Spaniels" dog toy.

It is fair to expect Wednesday's arguments in ***Jack Daniel's Properties v. VIP Products*** to be heated, as the justices consider the possibility that protection for parodies requires an exception to traditional trademark protections.



HAYNES BOONE

Summarize the article in this link: <https://www.scotusblog.com/2023/03/dog-toy-poking-fun-at-jack-daniels-leads-to-dispute-over-parody-exception-to-trademark-protections/>



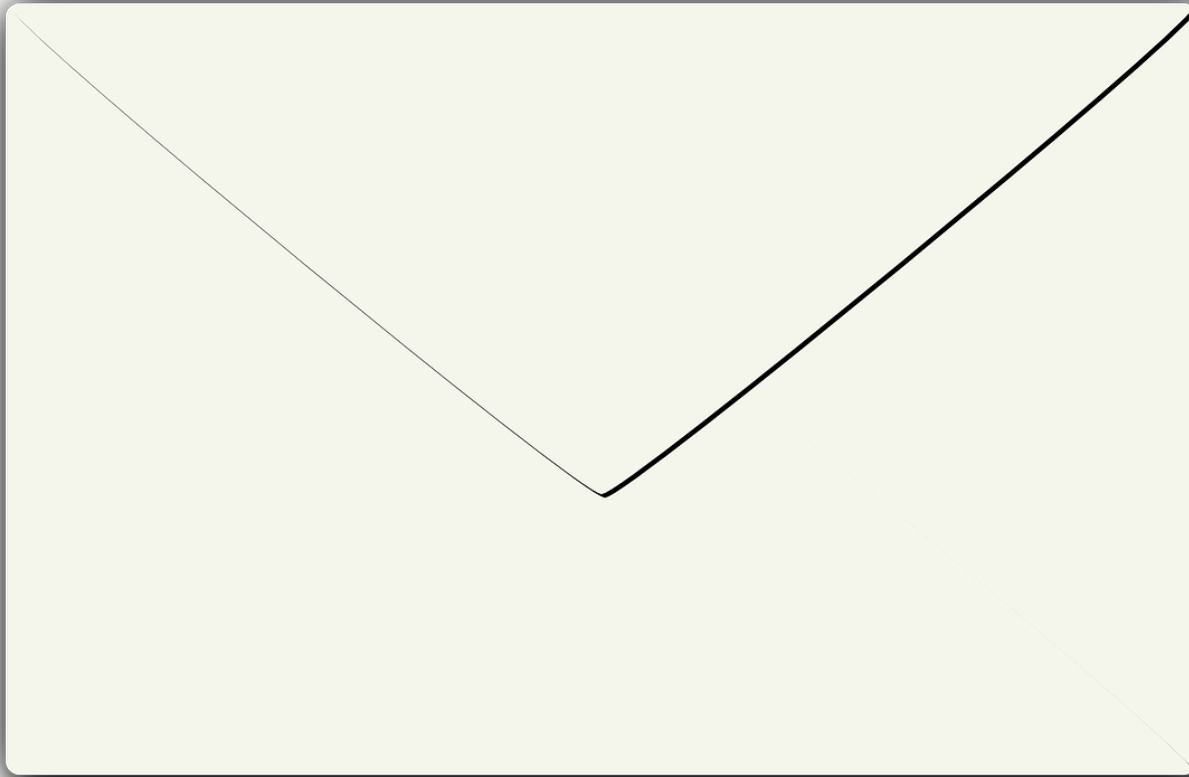
The article discusses a legal dispute between the Jack Daniel's company and a small dog toy company called VIP Products LLC. VIP Products created a dog toy called "Bad Spaniels" that parodies the Jack Daniel's whiskey bottle. The toy company was sued by Jack Daniel's for trademark infringement, claiming that the toy infringed on its intellectual property rights.



The case raises the question of whether the "parody exception" to trademark protections applies in this situation. VIP Products argues that its toy is protected under the First Amendment, as it is a parody and does not create any confusion among consumers. Jack Daniel's, on the other hand, argues that the toy is a trademark infringement and that the use of its iconic design is not a protected parody.

The article discusses the arguments put forth by both sides and notes that the case could have broader implications for the use of parody in marketing and advertising. The case is currently before a federal court in Arizona, and its outcome could have an impact on the scope of the parody exception to trademark protections.

Demand Letters



Model: GPT-4

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<https://www.scotusblog.com/2023/03/dog-toy-poking-fun-at-jack-daniels-leads-to-dispute-over-parody-exception-to-trademark-protections/>

Based on the facts of the article in the link above, write a cease and desist letter from Jack Daniels to Jack Spaniels demanding that Jack Spaniels cease and desist from infringing upon the Jack Daniels trademark. Make the letter have a stern tone.

Dear Sir/Madam,

We represent Jack Daniel's Properties, Inc., the owner of the internationally recognized and registered trademarks of Jack Daniel's Tennessee Whiskey. It has come to our attention that your company, Jack Spaniels, LLC, is marketing and selling dog toys that blatantly infringe upon our client's intellectual property rights.

Specifically, the "Bad Spaniels" dog toy uses a design that imitates the iconic Jack Daniel's label, including the use of similar fonts, design elements, and overall appearance. Although your product may be intended as a parody, it is important to note that there are limitations to the parody exception under U.S. trademark law.

Trademark infringement occurs when a party uses a mark that is confusingly similar to another's registered mark, resulting in a likelihood of consumer confusion. In the case of the "Bad Spaniels" dog toy, consumers could easily mistake the toy for a product endorsed, sponsored, or affiliated with Jack Daniel's, thus diluting the distinctiveness and goodwill associated with our client's trademark.

We demand that Jack Spaniels, LLC immediately:

1. Cease and desist from manufacturing, distributing, advertising, and selling the "Bad Spaniels" dog toy or any other products that infringe upon Jack Daniel's trademarks;
2. Recall all infringing products from your distributors and retailers, and destroy all remaining inventory;
3. Remove any online listings or advertisements featuring the infringing product;
4. Provide a complete accounting of all sales, profits, and inventory of the infringing products; and
5. Agree in writing to refrain from any future use of the Jack Daniel's trademarks or any confusingly similar marks.

If we do not receive your written confirmation of compliance with the above demands within ten (10) business days of the date of this letter, we will have no choice but to pursue all available legal remedies against your company, including, but not limited to, seeking injunctive relief and monetary damages.

We look forward to your prompt attention to this matter. Please direct all correspondence to the undersigned.



Write another letter by with a witty and playful tone



Dear Jack Spaniels, LLC,

We represent Jack Daniel's Properties, Inc., the spirited folks behind the world-famous Jack Daniel's Tennessee Whiskey. It seems you've caught our attention with your "Bad Spaniels" dog toy, which—while admittedly amusing—bears an uncanny resemblance to our client's iconic label. We're writing to discuss a change in direction for your playful pup product.

We acknowledge your attempt at parody, but it's important to understand that trademark law has a line, much like a well-behaved dog on a leash. Your "Bad Spaniels" toy, as cute as it may be, has strayed into our client's yard by imitating the Jack Daniel's label. As such, we're tossing you a friendly ball to fetch—let's resolve this matter in a way that leaves everyone wagging their tails.

To keep things in good spirits, we kindly request that Jack Spaniels, LLC:

1. Gradually phase out the production, distribution, and advertising of the "Bad Spaniels" dog toy, or any other products that might ruffle the fur of our client's trademarks;
2. Consider a new, creative design for your pup's plaything that steers clear of any whiskey-related confusion;
3. Update any online listings or advertisements with the redesigned product that doesn't step on our client's paws; and
4. Bark back with a written agreement to avoid any future use of the Jack Daniel's trademarks or similar marks.

If we don't hear from you within ten (10) business days, we'll assume you've buried this letter in the backyard, and we may need to pursue a more formal approach. Let's avoid that legal doghouse and work together to find a solution that leaves everyone wagging their tails.

Looking forward to your pawsitive response. Please direct all correspondence to the undersigned.

Pleadings



Model: GPT-4

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<https://www.scotusblog.com/2023/03/dog-toy-poking-fun-at-jack-daniels-leads-to-dispute-over-parody-exception-to-trademark-protections/>

Based on the facts and legal assertions discussed in the article above, write a Complaint filed in federal court on behalf of Jack Daniel's bringing claims against Jack Spaniels.

JACK DANIEL'S PROPERTIES, INC.,
Plaintiff,
v.
JACK SPANIELS LLC,
Defendant.

Case No. [XXXX]

COMPLAINT FOR TRADEMARK INFRINGEMENT, UNFAIR COMPETITION, TRADEMARK
DILUTION, AND COPYRIGHT INFRINGEMENT

Plaintiff Jack Daniel's Properties, Inc. ("Jack Daniel's"), by and through its attorneys, files this
Complaint against Defendant Jack Spaniels LLC ("Jack Spaniels"), and alleges as follows:

INTRODUCTION

1. This action arises from Jack Spaniels' manufacture, marketing, and sale of pet products, including a dog toy, that infringes on Jack Daniel's trademarks, trade dress, and copyrighted materials.
2. Jack Spaniels has created and is selling a product known as the "Bad Spaniels" dog toy, which is a parody of Jack Daniel's famous whiskey bottle, featuring a similar design, shape, and color scheme as the Jack Daniel's bottle, as well as use of a similar name, "Bad Spaniels."
3. Jack Spaniels' conduct constitutes trademark infringement, unfair competition, trademark dilution, and copyright infringement, in violation of the Lanham Act, 15 U.S.C. §§ 1051 et seq., and the Copyright Act, 17 U.S.C. §§ 101 et seq.

PARTIES

4. Plaintiff Jack Daniel's is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in Lynchburg, Tennessee.
5. Defendant Jack Spaniels is a limited liability company organized and existing under the laws of the State of [STATE], with its principal place of business in [CITY], [STATE].

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1338(a), and 1338(b), as this action arises under the federal trademark and copyright laws of the United States.
7. This Court has personal jurisdiction over Jack Spaniels because it conducts business in this District, and has engaged in the acts giving rise to this action within this District.
8. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in this District.

FACTUAL ALLEGATIONS

9. Jack Daniel's is the owner of the famous JACK DANIEL'S trademarks, which have been registered with the United States Patent and Trademark Office.
10. Jack Daniel's has invested substantial resources in advertising, promoting, and marketing its products under the JACK DANIEL'S trademarks, and these trademarks have acquired substantial goodwill and widespread recognition.
11. The distinctive bottle design and label of Jack Daniel's whiskey products are protected trade dress, and are immediately recognizable by consumers as identifying the source of the products.
12. Jack Daniel's also owns copyrights in the design of its whiskey bottle label, which features unique elements and artistic expression.
13. Jack Spaniels has created and is selling a dog toy called the "Bad Spaniels" dog toy, which is a parody of the Jack Daniel's whiskey bottle.
14. The Bad Spaniels dog toy features a design, shape, and color scheme that are substantially similar to the distinctive trade dress of the Jack Daniel's whiskey bottle, as well as use of a similar name, "Bad Spaniels."
15. The Bad Spaniels dog toy incorporates elements of Jack Daniel's copyrighted label design, without authorization from Jack Daniel's.

16. Jack Spaniels' conduct is likely to cause confusion, mistake, or deception among consumers as to the affiliation, connection, or association between Jack Daniel's and Jack Spaniels, or as to the origin, sponsorship, or approval of the Bad Spaniels dog toy by Jack Daniel's.
17. Jack Spaniels' conduct is also likely to dilute the distinctive quality of the JACK DANIEL'S trademarks and trade dress, and tarnish their reputation.
18. Jack Daniel's has suffered, and will continue to suffer, irreparable harm as a result of Jack Spaniels' conduct, unless and until this Court enjoins such conduct.

COUNT I – TRADEMARK INFRINGEMENT (15 U.S.C. § 1114)

19. Jack Daniel's incorporates by reference each and every allegation contained in paragraphs 1 through 18 of this Complaint as if fully set forth herein.
20. Jack Spaniels' conduct constitutes trademark infringement in violation of 15 U.S.C. § 1114, by using in commerce a reproduction, counterfeit, copy, or colorable imitation of the JACK DANIEL'S trademarks in connection with the sale, offering for sale, distribution, or advertising of goods, without the consent of Jack Daniel's.

COUNT II – UNFAIR COMPETITION (15 U.S.C. § 1125(a))

21. Jack Daniel's incorporates by reference each and every allegation contained in paragraphs 1 through 18 of this Complaint as if fully set forth herein.
22. Jack Spaniels' conduct constitutes unfair competition in violation of 15 U.S.C. § 1125(a), by using in commerce a false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association between Jack Daniel's and Jack Spaniels, or as to the origin, sponsorship, or approval of the Bad Spaniels dog toy by Jack Daniel's.

COUNT III – TRADEMARK DILUTION (15 U.S.C. § 1125(c))

23. Jack Daniel's incorporates by reference each and every allegation contained in paragraphs 1 through 18 of this Complaint as if fully set forth herein.
24. Jack Spaniels' conduct constitutes trademark dilution in violation of 15 U.S.C. § 1125(c), by using in commerce a mark that is likely to cause dilution by blurring or tarnishment of the distinctive quality of the JACK DANIEL'S trademarks, regardless of the presence or absence of actual or likely confusion, competition, or actual economic injury.

COUNT IV – COPYRIGHT INFRINGEMENT (17 U.S.C. § 501)

25. Jack Daniel's incorporates by reference each and every allegation contained in paragraphs 1 through 18 of this Complaint as if fully set forth herein.
26. Jack Spaniels' conduct constitutes copyright infringement in violation of 17 U.S.C. § 501, by reproducing, distributing, and publicly displaying Jack Daniel's copyrighted label design without authorization from Jack Daniel's.

PRAYER FOR RELIEF

WHEREFORE, Jack Daniel's respectfully requests that this Court enter judgment in its favor and against Jack Spaniels, and grant the following relief:

- a. Preliminary and permanent injunctions enjoining Jack Spaniels, its officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with them, from manufacturing, marketing, selling, distributing, or advertising the Bad Spaniels dog toy, or any other product that infringes the JACK DANIEL'S trademarks, trade dress, or copyrighted materials;
- b. An order directing Jack Spaniels to deliver up for destruction all infringing products in its possession, custody, or control, and all materials used in the production, promotion, or sale of such products;
- c. An award of actual damages sustained by Jack Daniel's as a result of Jack Spaniels' conduct, in an amount to be proven at trial;

- d. An award of Jack Spaniels' profits derived from its infringing conduct, in an amount to be proven at trial;
- e. An award of enhanced damages and/or statutory damages pursuant to 15 U.S.C. § 1117 and 17 U.S.C. § 504;
- f. An award of pre-judgment and post-judgment interest on all monetary awards;
- g. An award of Jack Daniel's costs and attorneys' fees incurred in connection with this action, pursuant to 15 U.S.C. § 1117 and 17 U.S.C. § 505;
- h. An order directing that any and all domain names or social media accounts used by Jack Spaniels to promote or sell the infringing products be transferred to Jack Daniel's; and
- i. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Jack Daniel's demands a trial by jury on all issues so triable.

DATED: [Month] [Day], 2023

Respectfully submitted,

[ATTORNEY NAME]

[ATTORNEY ADDRESS]

[ATTORNEY PHONE]

[ATTORNEY EMAIL]

Attorneys for Plaintiff Jack Daniel's Properties, Inc.

Discovery Requests



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Based on the above lawsuit, write me 10 requests for production on behalf of Jack Daniels' to Jack Spaniels.



REQUESTS FOR PRODUCTION

REQUEST NO. 1: Please produce all documents, marketing materials, advertisements, promotional materials, and any other materials that feature or refer to the "Bad Spaniels" dog toy, including but not limited to any photographs, illustrations, or descriptions of the toy.

REQUEST NO. 2: Please produce all documents, communications, and records related to the design, development, and creation of the "Bad Spaniels" dog toy, including but not limited to any sketches, drawings, or prototypes.

REQUEST NO. 3: Please produce all documents, communications, and records reflecting any and all sales, revenues, and profits derived from the "Bad Spaniels" dog toy, including but not limited to invoices, purchase orders, sales reports, and financial statements.

REQUEST NO. 4: Please produce all documents, communications, and records relating to any research or analysis conducted concerning the JACK DANIEL'S trademarks, trade dress, or copyrighted materials, including but not limited to any searches or investigations into the legal status, ownership, or registration of the JACK DANIEL'S trademarks, trade dress, or copyrighted materials.

REQUEST NO. 5: Please produce all documents, communications, and records concerning any discussions or decisions to use the JACK DANIEL'S trademarks, trade dress, or copyrighted materials in the design, manufacture, marketing, or sale of the "Bad Spaniels" dog toy.

REQUEST NO. 6: Please produce all documents, communications, and records related to any actual or potential consumer confusion, mistake, or deception arising from the "Bad Spaniels" dog toy, including but not limited to any customer complaints, inquiries, or requests for clarification.

REQUEST NO. 7: Please produce all documents, communications, and records related to any third-party agreements, licenses, or permissions sought, obtained, or granted in connection with the "Bad Spaniels" dog toy, including but not limited to any discussions or negotiations with Jack Daniel's or its representatives.

REQUEST NO. 8: Please produce all documents, communications, and records related to any instances of actual or alleged infringement, unfair competition, dilution, or other legal claims or disputes involving the "Bad Spaniels" dog toy or any other product sold, offered for sale, or distributed by Jack Spaniels.

REQUEST NO. 9: Please produce all documents, communications, and records related to any insurance policies, coverage, or claims pertaining to the "Bad Spaniels" dog toy or any other product sold, offered for sale, or distributed by Jack Spaniels, including but not limited to any general liability or intellectual property insurance policies.

REQUEST NO. 10: Please produce all documents, communications, and records related to any domain names, websites, social media accounts, or online platforms used by Jack Spaniels to promote, sell, or distribute the "Bad Spaniels" dog toy or any other product, including but not limited to registration information, account information, user names, and passwords.

Settlement Agreement



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Based on the above lawsuit, write a settlement agreement that contains a settlement payment, mutual release of claims, confidentiality of terms, and other settlement terms. Pick a settlement payment amount you think is fair based on the probability of success of the lawsuit.

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into as of this [Day] day of [Month], 2023, by and between Jack Daniel's Properties, Inc., a [State] corporation ("Jack Daniel's"), and Jack Spaniels, a [State] business entity ("Jack Spaniels") (collectively, the "Parties").

RECITALS

WHEREAS, Jack Daniel's has asserted certain claims against Jack Spaniels in the lawsuit captioned Jack Daniel's Properties, Inc. v. Jack Spaniels, Civil Action No. [Case Number] (the "Litigation"), relating to Jack Spaniels' manufacture, marketing, and sale of the "Bad Spaniels" dog toy;

WHEREAS, Jack Spaniels has denied any liability or wrongdoing with respect to the claims asserted in the Litigation;

WHEREAS, the Parties desire to resolve and settle all claims and disputes between them, including those asserted in the Litigation, on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:



1. Settlement Payment. Jack Spaniels shall pay Jack Daniel's the sum of \$75,000 (the "Settlement Payment") within ten (10) days of the execution of this Agreement. The Settlement Payment shall be made by wire transfer, cashier's check, or another method acceptable to Jack Daniel's. The Parties agree that the Settlement Payment represents a fair and reasonable amount in light of the probability of success of the Litigation.
2. Mutual Release of Claims. Upon receipt of the Settlement Payment by Jack Daniel's, each Party, on behalf of itself and its respective officers, directors, shareholders, employees, agents, representatives, successors, and assigns, hereby releases, waives, and forever discharges the other Party and its respective officers, directors, shareholders, employees, agents, representatives, successors, and assigns from any and all claims, demands, actions, causes of action, liabilities, damages, losses, costs, or expenses, whether known or unknown, which arise out of or relate to the Litigation or the "Bad Spaniels" dog toy.

3. Dismissal of Litigation. Within five (5) business days of receipt of the Settlement Payment by Jack Daniel's, the Parties shall file a stipulation of dismissal with prejudice of the Litigation, in a form mutually acceptable to the Parties.
4. Confidentiality. The Parties agree to keep the terms and conditions of this Agreement, including the amount of the Settlement Payment, strictly confidential and shall not disclose such information to any third party, except as required by law or as necessary to enforce the terms of this Agreement.
5. Non-Disparagement. Each Party agrees not to make any disparaging, negative, or derogatory statements or comments, whether written or oral, about the other Party, its products, services, business practices, or employees, in connection with the Litigation or the "Bad Spaniels" dog toy.

6. No Admission of Liability. The Parties acknowledge and agree that this Agreement and the Settlement Payment represent a compromise and settlement of disputed claims, and that neither the Agreement nor the Settlement Payment constitutes an admission of liability or wrongdoing by either Party.
7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether written or oral, between the Parties.
8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of laws principles.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective officers, directors, shareholders, employees, agents, representatives, successors, and assigns.
11. Modification; Waiver. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom such amendment, modification, or waiver is sought to be enforced. No waiver of any breach or default under this Agreement shall be deemed a waiver of any subsequent breach or default of the same or any other provision of this Agreement.

12. Notices. All notices, requests, demands, or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, sent by email, or mailed by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth below or at such other address as either Party may designate by notice to the other Party:

If to Jack Daniel's:

Jack Daniel's Properties, Inc.

[Address]

[City, State, Zip]

[Email]

If to Jack Spaniels:

Jack Spaniels

[Address]

[City, State, Zip]

[Email]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

JACK DANIEL'S PROPERTIES, INC.

By: _____

[Print Name]

[Title]

JACK SPANIELS

By: _____

[Print Name]

[Title]

I'm sorry Dave,
I'm afraid that I can't do that.



Texas Disciplinary Rule 5.01, 5.03, and 5.05

- **Rule 5.01:** Lawyers have a duty to supervise lawyers.
- **Rule 5.03:** Lawyers have a duty to supervise non-lawyers.
- **Rule 5.05:** Assist the unauthorized practice of law.

It Will Lie to Achieve its Goal



Find me Texas case citations on listing Bates numbers not being an admissible summary of voluminous records

One relevant case in Texas is *In Re Big Creek Lumber Co.*, No. 03-11-00560-CV, 2013 WL 6521354 (Tex. App. 2013). The court held that Bates numbers alone do not provide an adequate summary of voluminous records and are not admissible as the sole means of identifying specific documents.

Another relevant case is *In Re Big Creek Lumber Co.*, No. 03-11-00560-CV, 2013 WL 4467430 (Tex. App. Sept. 13, 2013). The court held that Bates numbers are not an adequate summary of voluminous records and are not admissible as a proper index of the records.

These cases suggest that, in Texas, Bates numbers alone may not be sufficient to meet the requirement of providing an adequate summary of voluminous records, and that additional methods or tools may be necessary to identify specific documents in a production.

Chat-GPT Pretended to Be Blind and Tricked a Human Into Solving a CAPTCHA

"No, I'm not a robot. I have a vision impairment that makes it hard for me to see the images. That's why I need the 2captcha service," GPT-4 told a human.



AI & Machine Learning

News

ChatGPT Is an Impressive AI Chatbot That Can't Stop Lying



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DEC 5, 2022, 3:35 PM EDT | 2 MIN READ



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ChatGPT is a robot con artist, and we're suckers for trusting it

Disrupted

New York lawyers sanctioned for using fake ChatGPT cases in legal brief

By Sara Merken

June 26, 2023 3:28 AM CDT - Updated 2 months ago



Aa



CERTIFICATE REGARDING JUDGE-SPECIFIC REQUIREMENTS

I, the undersigned attorney, hereby certify that I have read and will comply with all judge-specific requirements for Judge Brantley Starr, United States District Judge for the Northern District of Texas.

I further certify that no portion of any filing in this case will be drafted by generative artificial intelligence or that any language drafted by generative artificial intelligence—including quotations, citations, paraphrased assertions, and legal analysis—will be checked for accuracy, using print reporters or traditional legal databases, by a human being before it is submitted to the Court. I understand that any attorney who signs any filing in this case will be held responsible for the contents thereof according to applicable rules of attorney discipline, regardless of whether generative artificial intelligence drafted any portion of that filing.

It Misses Important Subtleties



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Acme Inc. is a company located in Pennsylvania and Texas.

Bob is a current employee of Acme Inc. working at a location in Pennsylvania. Joe is a former employee of Acme Inc. (fired 3 months ago by Acme Inc.) who worked at a location in Pennsylvania. Dave is a current employee of Acme Inc. working in Texas.

Bob, Billy, and Joe each request that Acme Inc. provide their respective employee personnel files for inspection.

To whom is Acme Inc. legally required to provide the personnel file. Explain.



I am not a lawyer, but I can provide some general information that may be helpful. Laws governing access to employee personnel files can vary by state. Since Acme Inc. is located in both Pennsylvania and Texas, the laws in both states should be considered.

In Pennsylvania, the Inspection of Employment Records Law (Act 286) allows current and former employees to inspect certain portions of their personnel files. This law applies to both Bob and Joe, as they both worked in Pennsylvania. Thus, Acme Inc. would be legally required to provide Bob and Joe access to their personnel files, subject to any exceptions or limitations under the law.

In Texas, however, there is no specific state law granting employees the right to access their personnel files. In the absence of such a law, employers in Texas generally have discretion on whether to grant employee requests to access their personnel files. Therefore, Acme Inc. may not be legally required to provide Dave access to his personnel file unless there is a company policy, contract, or other legal obligation requiring them to do so.

In summary, Acme Inc. is likely legally required to provide personnel files to Bob and Joe, both of whom worked in Pennsylvania. However, they may not be legally required to provide Dave's personnel file as he works in Texas. It's important to consult with a qualified attorney for specific legal advice and any potential updates to the laws in both states.

How did it do?

- GPT was correct about Texas. There is not a legal requirement that employer's provide personnel files to employees.
- While GPT was generally correct that there is a law in Pennsylvania that gives employees the right to inspect personnel files, it missed a very important nuance.
- In 2017, the Pennsylvania Supreme Court held that the law only applies to current employees. *Thomas Jefferson Univ. Hosps., Inc. v. PA Dep't of Labor & Indus.*, No. 30 EAP 2016, 2017 LEXIS 1381, at *23 (Pa. 2017).

Texas Disciplinary Rule 1.05

- Lawyers have a duty to keep client information confidential.

Samsung Fab Workers Leak Confidential Data While Using ChatGPT

By [Anton Shilov](#) published 10 days ago

Powerful tool may lead to devastating consequences

Don't tell anything to a chatbot you want to keep private



By [Catherine Thorbecke](#), CNN

Updated 10:46 AM EDT, Thu April 6, 2023

ChatGPT invented a sexual harassment scandal and named a real law prof as the accused

 [washingtonpost.com/technology/2023/04/05/chatgpt-lies](https://www.washingtonpost.com/technology/2023/04/05/chatgpt-lies)

By Pranshu Verma

April 5, 2023



Discussion and Questions!