



WestlawNext™

HOW
CHANGING
TECHNOLOGIES
AFFECT
THE
MODERN
LIBRARY



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WESTLAW NEXT

2011 AALL NEW PRODUCT OF THE YEAR

“WestlawNext fits how the next generation of legal professionals is looking at research.”

- Michelle Cosby, Faculty Services Librarian at North Carolina Central University School of Law, and chair of the AALL New Product Award committee



OBJECTIVES

- Challenges in the “new normal”
- WestlawNext differentiates the modern library
- WestlawNext achieves business goals

CHALLENGES IN THE “NEW” NORMAL

Reduced Staffing



Budget Cuts



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CLIENTS DRIVE COMPETITION



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OBJECTIVES

- Challenges in the “new normal”
- WestlawNext differentiates the modern library
- WestlawNext achieves business goals

WESTLAWNEXT EFFICIENCY STUDY

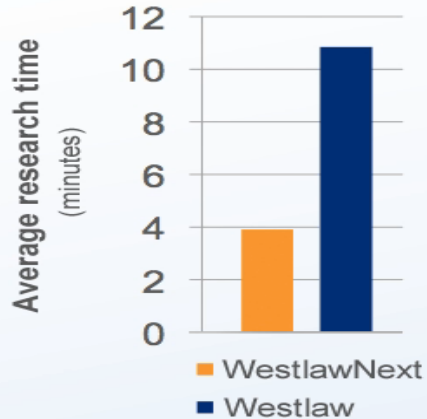
- **West hired LRC (Legal Research Center) an independent company that has provided legal research services to law firms and corporations since 1978**
- **5 research tasks tested on Westlaw.com and WestlawNext**
 - Tasks chosen by LRC – each had a clearly defined answer (e.g., “Find the Lemon Law in New York”)
- **50 researchers per task for each service (500 sessions total)**
 - Researchers who used westlaw.com were proficient with it
 - Researchers who used WestlawNext were trained in it for 1 hour



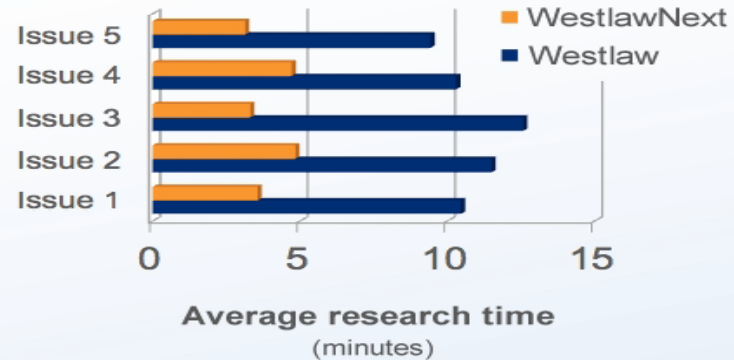
WESTLAWNEXT vs. WESTLAW.COM

Researchers who used WestlawNext were **64% more efficient.**

WestlawNext vs. Westlaw Research Time Overall

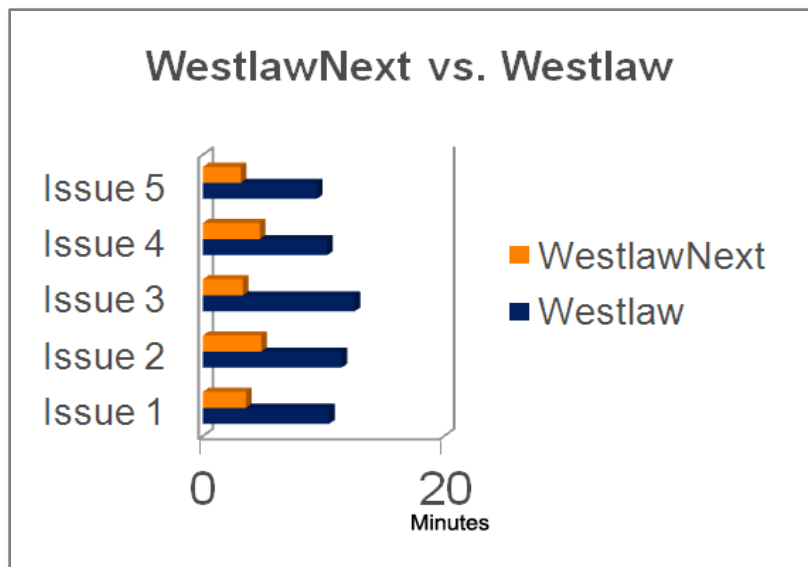


WestlawNext vs. Westlaw Research Time by Issue



PRIMARY BENEFITS FOR USERS

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Better Understanding of the Law

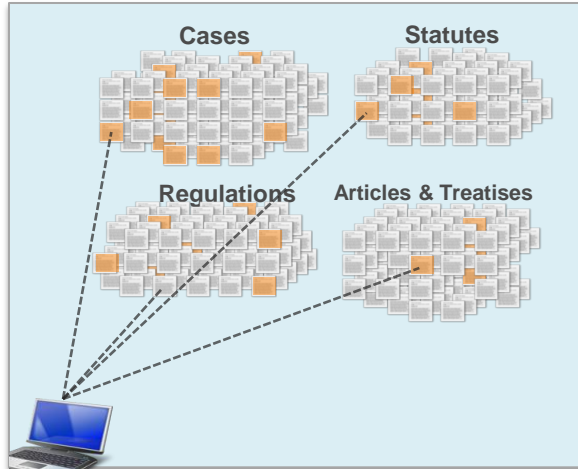
Regulations	38
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SHIFT TO HIGHER VALUE WORK

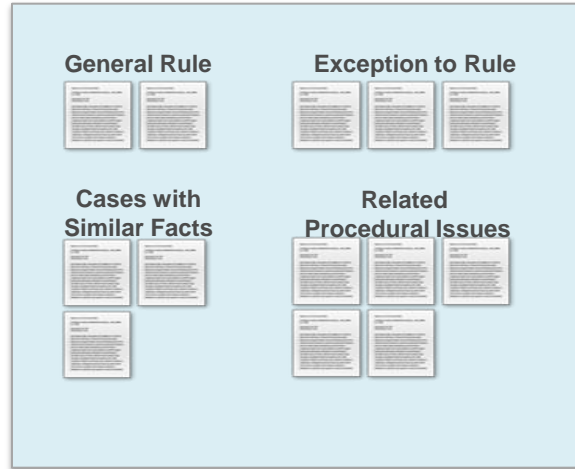
Find the Law

Collect raw materials



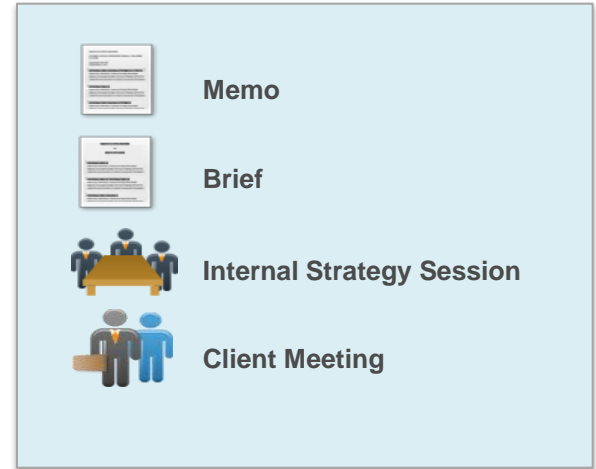
Analyze the Law

Figure out what you have to work with



Develop Arguments

Position the law / facts for client's benefit



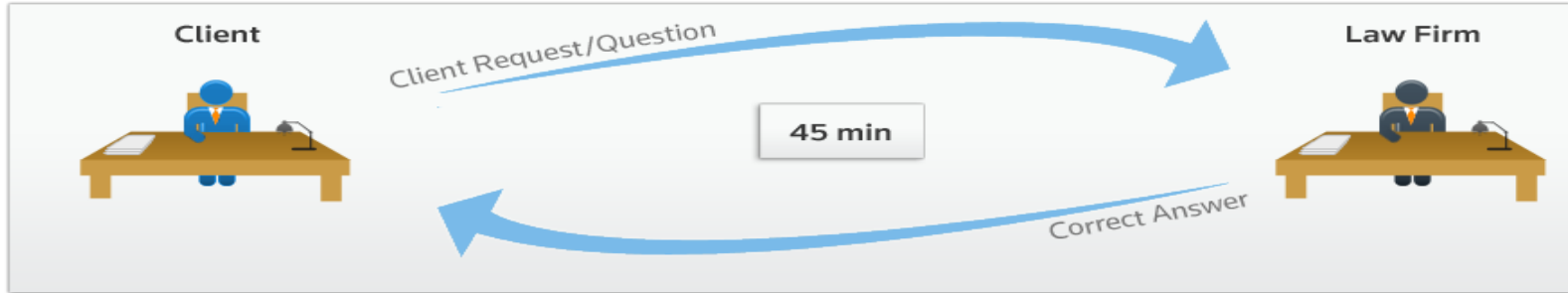
Reduce or shift project time to higher value work that is less likely to be written off.



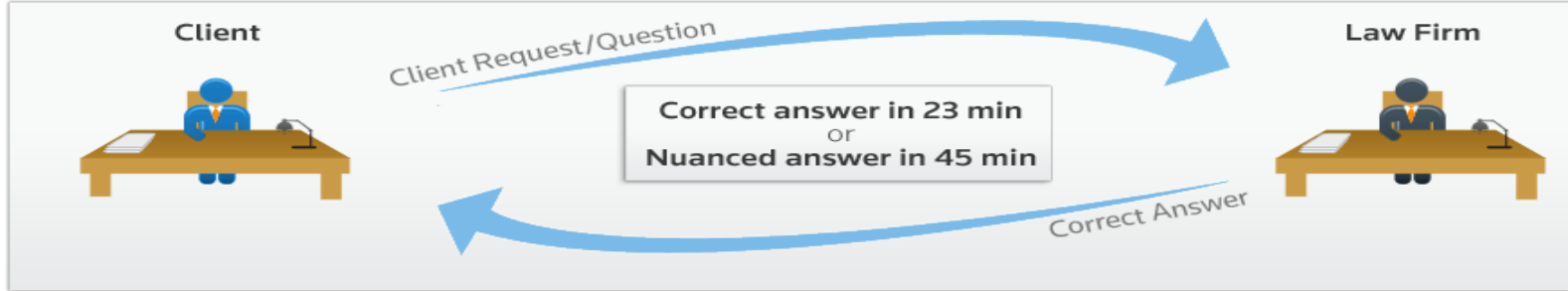
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Cases (244)

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All Results 16,623

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Jurisdiction

Federal 244

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1-100

Sort by: Relevance ▾

 Select all items | No items selected **1. Shearson/American Exp., Inc. v. McMahon**

Supreme Court of the United States | June 08, 1987 | 482 U.S. 220 | 107 S.Ct. 2332

Customers brought tort, **securities fraud**, and RICO claims against broker. The United States District Court for the Southern District of New York, 618 F.Supp. 384, Lloyd F. MacMahon, J.,...

...**Customers** brought tort, **securities fraud**, and RICO claims against broker....

... This rule provides in pertinent part: "It shall be a fraudulent, manipulative or deceptive act or practice for a broker or dealer to enter into an agreement with any public **customer** which purports to bind the **customer** to the **arbitration** of future disputes between them arising under the Federal **securities** laws, or to have in effect such an agreement, pursuant to which it effects transactions with or for a **customer**." ...

... If a broker-dealer **customer's** agreement contains an **arbitration** clause, it must be consistent with current judicial decisions regarding the application of the federal **securities** laws to predispute **arbitration** agreements....

...Respondents were **customers** of petitioner Shearson/American Express Inc. (Shearson), a brokerage firm registered with the **Securities** and Exchange Commission (SEC), under **customer** agreements providing for **arbitration** of any controversy relating to their accounts....

 2. Rodriguez de Quijas v. Shearson/American Exp., Inc.

Supreme Court of the United States | May 15, 1989 | 490 U.S. 477 | 109 S.Ct. 1917 | 88-385

Securities investors brought actions against brokerage firm and others for violations of **Securities** Act of 1933 and **Securities** Exchange Act of 1934. The United States District Court for the...

>> RELATED DOCUMENTS

Secondary Sources

Securities arbitration: construction and application of self-regulatory organization eligibility rules

129 A.L.R. Fed. 489 (Originally published in 1996)

The ALR databases are made current by the weekly addition of relevant new cases.

American Law Reports ALR Federal

...If stock broker was complicit in fraudulent scheme that involved misleading investors into believing that they were **customers** of his and American brokerage firm, then investors were his "**customers**" for purposes of National Association of **Securities** Dealers (NASD) code, and **arbitration** of **customers'** claims was required; however, if investors intended to place their funds in Swiss company's accounts and intended that its managing director, who was the broker's **customer**, would exercise sole control over those accounts, then they were not broker's **customers**...

THE IRONY OF SECURITIES ARBITRATION TODAY: WHY DO BROKERAGE FIRMS NEED JUDICIAL PROTECTION?

72 N. Carolina Law Review 115



Hall Street Associates, L.L.C. v. Mattel, Inc.

Supreme Court of the United States | March 25, 2008 | 552 U.S. 576 | 128 S.Ct. 1396



Document

Filings (38)

Negative Treatment (19)

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Citing References (2,333)

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Hall Street makes two main efforts to show that the grounds set out for vacating or modifying an award are not exclusive, taking the position, first, that expandable judicial review authority has been accepted as the law since *Wilko v. Swan*, 346 U.S. 427, 74 S.Ct. 182, 98 L.Ed. 168 (1953). This, however, was not what *Wilko* decided, which was that § 14 of the Securities Act of 1933 voided any agreement to arbitrate claims of violations of that Act, see *id.*, at 437-438, 74 S.Ct. 182, a holding since overruled by *Rodriguez de Quijas v. Shearson/American Express, Inc.*, 490 U.S. 477, 484, 109 S.Ct. 1917, 104 L.Ed.2d 526 (1989). Although it is true that the Court's discussion includes some language arguably favoring Hall Street's position, arguable is as far as it goes.

The *Wilko* Court was explaining that arbitration would undercut the Securities Act's buyer protections when it remarked (citing FAA § 10) that "[p]ower to vacate an [arbitration] award is limited," 346 U.S., at 436, 74 S.Ct. 182, and went on to say that "the interpretations of the law by the arbitrators in contrast to manifest disregard [of the law] are not subject, in the federal courts, to judicial review for error in interpretation," *id.*, at 436-437, 74 S.Ct. 182. Hall Street reads this statement as recognizing "manifest disregard of the law" as a further ground for vacatur on top of those listed in § 10, and some Circuits have read it the same way. See, e.g., *McCarthy v. *585 Citigroup Global Markets, Inc.*, 463 F.3d 87, 91 (C.A.1 2006); *Hoefl v. MVL Group, Inc.*, 343 F.3d 57, 64 (C.A.2 2003); *Prestige Ford v. Ford Dealer Computer Servs., Inc.*, 324 F.3d 391, 395-396 (C.A.5 2003); *Scott v. Prudential Securities, Inc.*, 141 F.3d 1007, 1017 (C.A.11 1998). Hall Street sees this supposed addition to § 10 as the camel's nose: if judges can add grounds to vacate (or modify), so can contracting parties.

****1404** But this is too much for *Wilko* to bear. Quite apart from its leap from a supposed judicial expansion by interpretation to a private expansion by contract, Hall Street overlooks the fact that the statement it relies on expressly rejects just what Hall Street asks for here, general review for an arbitrator's legal errors. Then there is the vagueness of *Wilko's* phrasing. Maybe the term "manifest

June 13, 2011 5:38 PM
STOCKTON

Wilko analysis

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MODERN LIBRARY: DRIVING GROWTH

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- Collaborate via folder sharing
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11

Content Type

Securities Arbitration

1-11



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<input type="checkbox"/>	Title	Content
<input type="checkbox"/>	Arbitrating and Mediating Customer Securities Disputes at FINRA 108 Am. Jur. Trials 313 (Originally published in 2008)	Secondary Sources
<input type="checkbox"/>	Claim of fraud in inducement of contract as subject to compulsory arbitr...use contained in contract 11 A.L.R.4th 774 (Originally published in 1982)	Secondary Sources
<input type="checkbox"/>	Hall Street Associates, L.L.C. v. Mattel, Inc. U.S. March 25, 2008 552 U.S. 576	Cases
<input type="checkbox"/>	McMahan Securities Co. L.P. v. Forum Capital Markets L.P. C.A.2 (Conn.) September 09, 1994 35 F.3d 82	Cases
<input type="checkbox"/>	Scher v. Bear Stearns & Co., Inc. S.D.N.Y. October 19, 1989 723 F.Supp. 211	Cases
<input type="checkbox"/>	Scherk v. Alberto-Culver Co. U.S.III. June 17, 1974 417 U.S. 506	Cases
<input type="checkbox"/>	THE IRONY OF SECURITIES ARBITRATION TODAY: WHY DO BROKERAGE FIRMS NEED JUDICIAL PROTECTION? UCINLR 72 U. Cin. L. Rev. 415	Secondary Sources
<input type="checkbox"/>	Thomas James Associates, Inc. v. Jameson C.A.2 (N.Y.) December 12, 1996 102 F.3d 60	Cases

>> SUGGESTED DOCUMENTS

Moses H. Cone Memorial Hosp. v. Mercury Const. Corp.

Supreme Court of the United States | February 23, 1983 | 480 U.S. 1

Contractor sought arbitration under Federal Arbitration Act of its dispute with hospital. The United States District Court for the Middle District of North Carolina, at Greensboro,...

Dean Witter Reynolds, Inc. v. Byrd

Supreme Court of the United States | March 4, 1985 | 470 U.S. 213

Investor brought suit against securities broker-dealer alleging violations of federal securities law and state law. The United States District Court for the Southern District of...

Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.

Supreme Court of the United States | July 2, 1985 | 473 U.S. 614

Automobile manufacturer brought action against automobile dealer for nonpayment of stored vehicles, contractual storage penalties, damage to manufacturer's warranties and good will,...

NASD research folder shared with me, containing documents from multiple contributors.

Folders History

New Options

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- Securities
 - Class
 - Minority
 - Mislead
 - Motion to Dismiss
 - Securities Arbitration
 - Statutes and Regs
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- NASD**

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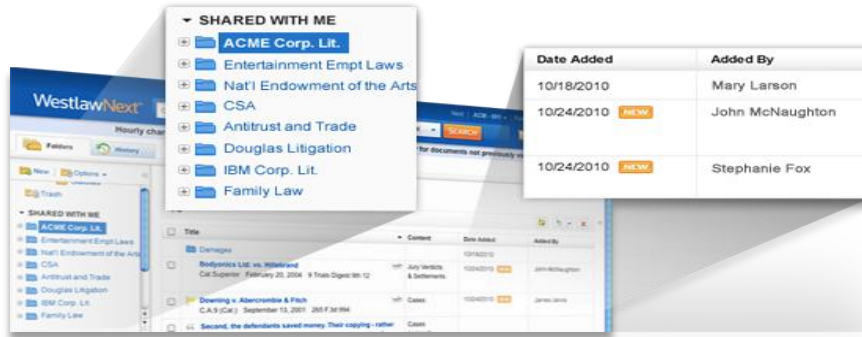
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<input type="checkbox"/>	Title	Content	Date Added	Added By
<input type="checkbox"/>	§ 12.7. Exemplary damages—Evidence and amount 6 Colo. Prac., Civil Trial Practice § 12.7 (2d ed.)	Secondary Sources	11/18/2010	Douglas D McGhee
<input type="checkbox"/>	TESTIMONY OF COMMISSIONER ISAAC C. HUNT, JR. BEFORE THE SENATE COMMITTEE...N THE SECURITIES INDUSTRY S.E.C. July 31, 1998 1998 WL 469181	Administrative Decisions & Guidance	06/14/2011 NEW	Douglas D McGhee
<input type="checkbox"/>	Susan A. DESIDERIO, Plaintiff-Appellant, v. NATIONAL ASSOCIATION OF SECURITIES...ON, Defendants-Appellees. C.A.2 July 14, 1998 1998 WL 34084243	Briefs	11/09/2010	Douglas D McGhee
<input type="checkbox"/>	SHEARSON/AMERICAN EXPRESS INC. and Mary Ann McNulty, Petitioners, v. Eug...haring Plan, Respondents. U.S. November 20, 1986 1986 WL 727883	Briefs	11/09/2010	Douglas D McGhee
<input type="checkbox"/>	Pompano-Windy City Partners, Ltd. v. Bear, Stearns & Co., Inc. S.D.N.Y. October 27, 1988 698 F.Supp. 504	Cases	11/09/2010	Douglas D McGhee
<input type="checkbox"/>	Partnership Exchange Securities Co. v. National Ass'n of Securities Dealers, Inc. C.A.9 (Cal.) February 25, 1999 169 F.3d 606	Cases	11/10/2010	Steve R Sidwell
<input type="checkbox"/>	Matthew SERINO and Lucille Serino, individually, and on behalf of all ot...ael Visovsky, Defendants. N.Y.A.D. 1 Dept. April 30, 2008 2008 WL 5948750	Briefs	11/09/2010	Douglas D McGhee

TAP INTO THE COLLECTIVE KNOWLEDGE OF THE ENTIRE ORGANIZATION



- DON'T RECREATE THE WHEEL!
- CREATES A KNOWLEDGE BASE THAT INCREASES IN VALUE OVER TIME
- EASILY REVIEW THE WORK OF JUNIOR TEAM MEMBERS
- PROACTIVELY LEVERAGE WORK ACROSS THE ORGANIZATION OR PRACTICE GROUP



MODERN LIBRARY: REDUCING WRITE-OFFS



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MODERN LIBRARY: REDUCING COSTS



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MODERN LIBRARY: OTHER BENEFITS

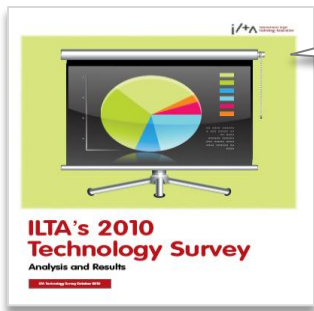
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- Being more efficient in the face of staff reductions
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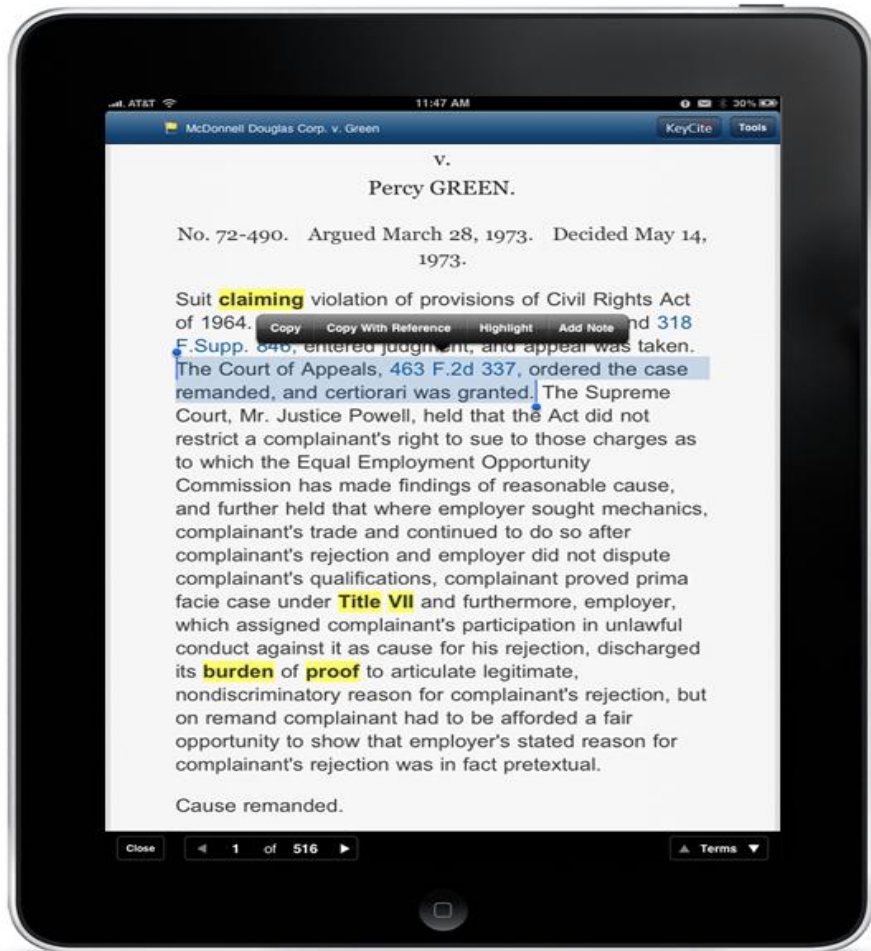
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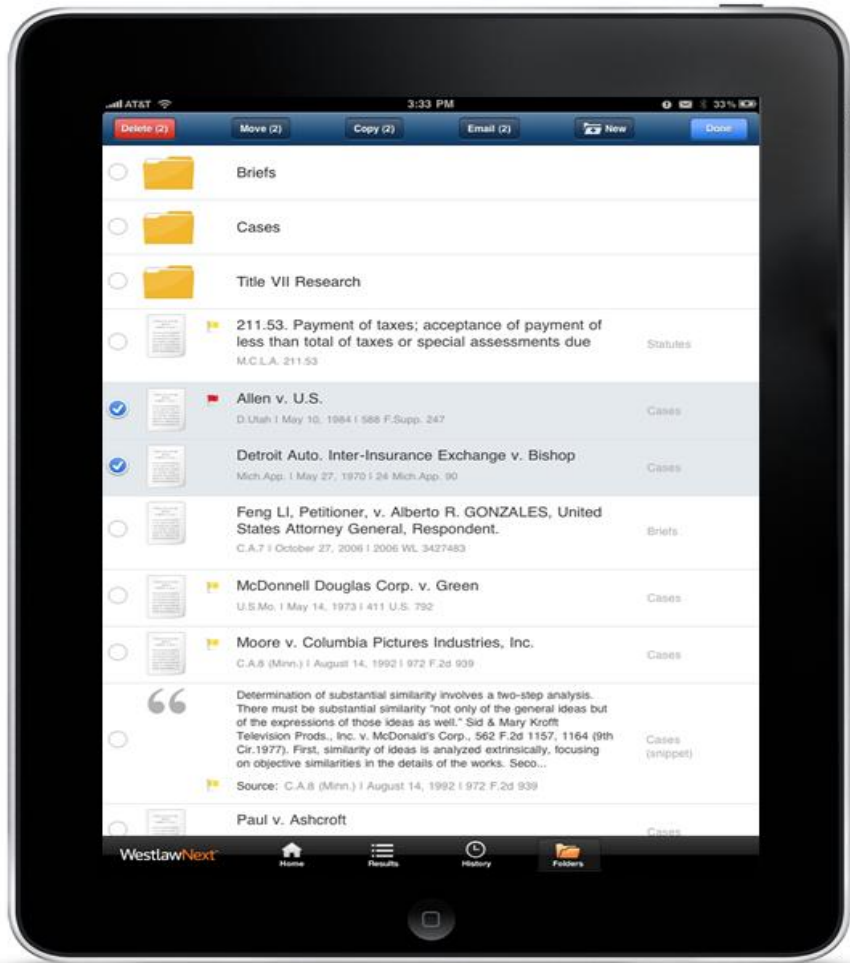


History



Folders





OBJECTIVES

- Challenges in the “new normal”
- WestlawNext differentiates the modern library
- WestlawNext achieves business goals



TESTIMONIAL

“Across the board, I think we’re seeing that attorneys are working quicker and having more confidence in the results that they’re getting. Using WestlawNext allows you to have less staff, but get the same amount of work product.”

- **Jennifer Nicolitz**, *Law Librarian at Fidelity National Title Group*



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A close-up portrait of Susan M. Cleary, a woman with reddish-brown hair pulled back, smiling warmly. She is wearing a dark blazer over a purple top. The background is a soft, out-of-focus grey.

**“IT’S ALL
ABOUT DOING
A GOOD JOB
FOR CLIENTS IN A
COST-EFFICIENT WAY.”**

SUSAN M. CLEARY, DIRECTOR OF LIBRARY SERVICES,
NUTTER McCLENNEN & FISH LLP
BOSTON

WestlawNext™

Given today’s economic realities, clients demand that law firms run lean – without sacrificing quality. With WestlawNext™, Nutter can do both. It helps the firm deliver what clients need at a lower cost. Does it really make a difference? “Absolutely,” says Director of Library Services Susan Cleary. “It’s the best tool I’ve brought into the firm.”

Hear what Susan and others are saying at WestlawNext.com or Nutter.com.

TESTIMONIAL

“The attorneys in our evaluation group really liked it. Finding ways to help the firm deliver the right answer to clients faster has always been part of our department’s core mission.”

- **Sheila Sterling**, *Orrick’s Research & Information Resources executive*



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