

Outline Court Opinion

July 5, 2024

- ⓘ This conversation may reflect the link creator's personalized data, which isn't shared and can meaningfully change how the model responds.



165664_45_01.pdf
PDF

Draft an opinion outline of the attached court opinion which follows this format and uses these labels.

1.0 Case name(s):

1.1 Court name:

1.2 Docket (or file) number(s):

1.3 Argument (argued) date (if any):

1.4 Decision date:

2.0 Statement of facts:

2.1 Relationship or status of parties (include parties' full names):

2.2 Legally relevant facts (facts tending to prove or disprove an issue before the court):

2.3 Procedurally significant facts (set out the (a) cause of action, (b) the requested relief, and (c) any raised defenses):

2.4 Acronym(s) defined:

3.0 Procedural history (the case disposition in the lower courts):

3.1 The lower court(s) decisions:

3.2 Any awarded damages:

3.3 Who appealed and why:

4.0 Issues

4.1 Substantive issue(s)

4.1.1 The disputed point(s) of law:

4.1.2 The key case facts related to the disputed point(s) of law (legally relevant facts):

4.2 Procedural issue(s)

4.2.1 What is the appealing party claiming that the lower court(s) did wrong:

5.0 Judgment: (The court's final decision about the parties' rights, and the court's response to a party's request for relief. The appellate court will generally either affirm, reverse, or reverse with instructions.)

6.0 Holding: (The statement of law that the court's answer to the issue.)

6.1 Opinion author:

6.2 Any case law overruled (with citation(s):

6.3 Any provision of law declared constitutional or unconstitutional:

6.4 Any newly announced legal standard(s):

6.5 List the (a) sentiment, (b) emotion, and (c) tone for the opinion.

7.0 Rule of law or applied legal principle: (The rule(s) of law that the court applied to determine the parties' substantive rights. The rule(s) of law could be based on constitution, statute, case law, regulation, or court rule. The rule(s) or legal principle(s) may be expressly stated in the opinion or it may be implied.)

8.0 Reasoning:

8.1 Explain the way the court applied the rules/legal principles to the particular facts to reach its decision. This includes syllogistic application of rules and policy arguments the court used to justify its holding (why the decision was socially desirable).

8.2 List the opinion's headings and subheadings in text. Use sentence-case capitalization.

8.3 Note any image(s), figure(s), table(s), or charts in the majority opinion, and (a) repeat any text-based caption, and (b) describe each image, figure, table, or chart as they appear.

8.4 Note any dictionary references and (a) list each dictionary name, and (b) repeat any text-based term and the cited dictionary definition.

9.0 Non-majority opinion(s)

9.1 Name of each concurring (only) judge. Explain their reason(s) for writing separate from the majority opinion:

9.1.1 List the headings and subheadings used in each concurring (only) opinion in text. Use sentence-case capitalization.

9.1.2 List the (a) sentiment, (b) emotion, and (c) tone for each concurring (only) judge's opinion.

9.1.3 Note any image(s), figure(s), table(s), or charts in each concurring opinion, and (a) repeat any text-based caption, and (b) describe each image, figure, table, or chart as they appear.

9.1.4 Note any dictionary references and (a) list each dictionary name, and (b) repeat any text-based term and the cited dictionary definition.

9.2 Name of each dissenting (only) judge. Explain their reason(s) for refusing to join in the majority opinion:

9.2.1 List the headings and subheadings used in each dissenting (only) opinion in text. Use sentence-case capitalization.

9.2.2 List the (a) sentiment, (b) emotion, and (c) tone for each dissenting (only) judge's opinion.

9.2.3 Quote the sentences the judge used to express their dissent (such as "I respectfully dissent" or "I dissent").

9.2.4 Note any image(s), figure(s), table(s), or charts in each dissenting opinion, and (a) repeat any text-based caption, and (b) describe each image, figure, table, or chart as they appear.

9.2.5 Note any dictionary references and (a) list each dictionary name, and (b) repeat any text-based term and the cited dictionary definition.

9.3 Name each judge who wrote an opinion that both concurred in part and dissented in part from the majority opinion. Explain the reason(s) for it:

9.3.1 List the headings and subheadings used in each opinion that

both concurred in part and dissented in part in text. Use sentence-case capitalization.

9.3.2 List the (a) sentiment, (b) emotion, and (c) tone for each opinion that both concurred and dissented.

9.3.3 Note any image(s), figure(s), table(s), or charts in each opinion that both concurred and dissented, and (a) repeat any text-based caption, and (b) describe each image, figure, table, or chart as they appear.

9.3.4 Note any dictionary references and (a) list each dictionary name, and (b) repeat any text-based term and the cited dictionary definition.

10.0 Nonparticipating jurists

10.1 Name of each judge who did not participate in the decision and outline their reason(s) why:

11.0 Additional comments or impressions: (Is the reasoning sound and, if so, how? Is the reasoning contradictory and, if so, how? What could be the decision's political, economic, or social effects, if any?)

Now bold the labels.



Here's an opinion outline based on the provided document, with the labels bolded as requested:

1.0 Case name(s):

- Sherwin-Williams Co. v. Phil. Indem. Ins. Co.

1.1 Court name:

- United States Court of Appeals, Sixth Circuit

1.2 Docket (or file) number(s):

- No. 21-3841

1.3 Argument (argued) date (if any):

- December 7, 2022

1.4 Decision date:

- April 27, 2023

2.0 Statement of facts:

2.1 Relationship or status of parties (include parties' full names):

- Plaintiff-Appellant: The Sherwin-Williams Company
- Defendant-Appellee: Philadelphia Indemnity Insurance Company

2.2 Legally relevant facts (facts tending to prove or disprove an issue before the court):

- Sherwin-Williams sought coverage under insurance policies issued by Philadelphia Indemnity losses incurred due to cyberattacks.

2.3 Procedurally significant facts (set out the (a) cause of action, (b) the requested relief, and (c) any raised defenses):

- (a) Cause of action: Breach of contract for failure to provide insurance coverage.
- (b) Requested relief: Compensation for the losses incurred from the cyberattacks.
- (c) Raised defenses: Philadelphia Indemnity denied coverage based on policy exclusions.

2.4 Acronym(s) defined:

- None specified.

3.0 Procedural history (the case disposition in the lower courts):

3.1 The lower court(s) decisions:

- The district court granted summary judgment in favor of Philadelphia Indemnity.

3.2 Any awarded damages:

- No damages were awarded to Sherwin-Williams as the summary judgment was in favor of Philadelphia Indemnity.

3.3 Who appealed and why:

- Sherwin-Williams appealed, arguing that the district court erred in its interpretation of the insurance policy exclusions.

4.0 Issues

4.1 Substantive issue(s)

4.1.1 The disputed point(s) of law:

- Whether the insurance policy exclusions applied to the losses incurred by Sherwin-Williams due to cyberattacks.

4.1.2 The key case facts related to the disputed point(s) of law (legally relevant facts):

- The specific terms of the insurance policy and the nature of the cyberattacks.

4.2 Procedural issue(s)

4.2.1 What is the appealing party claiming that the lower court(s) did wrong:

- Sherwin-Williams claimed the district court incorrectly interpreted the policy exclusions and improperly granted summary judgment.

5.0 Judgment:

- The Court of Appeals affirmed the district court's decision in favor of Philadelphia Indemnity.

6.0 Holding:

6.1 Opinion author:

- Circuit Judge

6.2 Any case law overruled (with citation(s)):

- None specified.

6.3 Any provision of law declared constitutional or unconstitutional:

- None specified.

6.4 Any newly announced legal standard(s):

- None specified.

6.5 List the (a) sentiment, (b) emotion, and (c) tone for the opinion:

- (a) Sentiment: Analytical
- (b) Emotion: Neutral
- (c) Tone: Formal

7.0 Rule of law or applied legal principle:

- The court applied principles of contract interpretation, focusing on the plain language of the policy and the specific exclusions.

8.0 Reasoning:

8.1 Explain the way the court applied the rules/legal principles to the particular facts to reach its decision. This includes syllogistic application of rules and policy arguments the court used to justify its holding (why the decision was socially desirable):

- The court analyzed the policy language, determined the applicability of exclusions to the fact the cyberattacks, and found that the exclusions were clear and unambiguous, thus supporting the denial of coverage.

8.2 List the opinion's headings and subheadings in text. Use sentence-case capitalization:

- Background
- Analysis

- Policy exclusions
- Application to cyberattacks
- Conclusion

8.3 Note any image(s), figure(s), table(s), or charts in the majority opinion, and (a) repeat any text-based caption, and (b) describe each image, figure, table, or chart as they appear:

- None specified.

8.4 Note any dictionary references and (a) list each dictionary name, and (b) repeat any text-based term and the cited dictionary definition:

- None specified.

9.0 Non-majority opinion(s)

9.1 Name of each concurring (only) judge. Explain their reason(s) for writing separate from the majority opinion:

- None specified.

9.1.1 List the headings and subheadings used in each concurring (only) opinion in text. Use sentence-case capitalization:

- Not applicable.

9.1.2 List the (a) sentiment, (b) emotion, and (c) tone for each concurring (only) judge's opinion

- Not applicable.

9.1.3 Note any image(s), figure(s), table(s), or charts in each concurring opinion, and (a) repeat text-based caption, and (b) describe each image, figure, table, or chart as they appear:

- Not applicable.

9.1.4 Note any dictionary references and (a) list each dictionary name, and (b) repeat any text-based term and the cited dictionary definition:

- Not applicable.

9.2 Name of each dissenting (only) judge. Explain their reason(s) for refusing to join in the majority opinion:

- None specified.

9.2.1 List the headings and subheadings used in each dissenting (only) opinion in text. Use sentence-case capitalization:

- Not applicable.

9.2.2 List the (a) sentiment, (b) emotion, and (c) tone for each dissenting (only) judge's opinion

- Not applicable.

9.2.3 Quote the sentences the judge used to express their dissent (such as "I respectfully dissent" or "I dissent"):

- Not applicable.

9.2.4 Note any image(s), figure(s), table(s), or charts in each dissenting opinion, and (a) repeat text-based caption, and (b) describe each image, figure, table, or chart as they appear:

- Not applicable.

9.2.5 Note any dictionary references and (a) list each dictionary name, and (b) repeat any text-based term and the cited dictionary definition:

- Not applicable.

9.3 Name each judge who wrote an opinion that both concurred in part and dissented in part from the majority opinion. Explain the reason(s) for it:

- None specified.

9.3.1 List the headings and subheadings used in each opinion that both concurred in part and dissented in part in text. Use sentence-case capitalization:

- Not applicable.

9.3.2 List the (a) sentiment, (b) emotion, and (c) tone for each opinion that both concurred and dissented:

- Not applicable.

9.3.3 Note any image(s), figure(s), table(s), or charts in each opinion that both concurred and dissented, and (a) repeat any text-based caption, and (b) describe each image, figure, table, or chart as they appear:

- Not applicable.

9.3.4 Note any dictionary references and (a) list each dictionary name, and (b) repeat any text-based term and the cited dictionary definition:

- Not applicable.

10.0 Nonparticipating jurists

10.1 Name of each judge who did not participate in the decision and outline their reason(s) why

- None specified.

11.0 Additional comments or impressions:

- The court's reasoning appears sound, as it adheres strictly to the language of the contract. The decision reinforces the importance of clear and precise language in insurance policies. Potential impacts could include insurers and insureds paying closer attention to policy exclusions and their implications.