

APPENDIX B

ANNOTATION GUIDELINES FOR EVALUATING SENTENCES FOR ARGUMENTATION ABOUT THE MEANING OF STATUTORY AND REGULATORY TERMS

B.1 BACKGROUND

Statutory and regulatory provisions are difficult to understand because the rules they express must account for diverse situations, even those not yet encountered. This means the provisions need to be abstract and general. In order to achieve the required generality legislators use vague open textured terms, abstract standards, principles, and values. In order to use such rules successfully it is necessary to map the general norms onto specific factual circumstances. This may often prove to be a considerable challenge.

When the application of a general rule is not straightforward a lawyer must present arguments as to why a provision should be applied in a particular way. In doing so the lawyer must often *defend a specific account of the meaning* of one or more terms. The persuasiveness and validity of a complex argument may hinge on a particular account of the meaning. Argumentation about the meaning of a term may even be the crux of an overall argument.

A thorough analysis of *the past treatment* of the term of interest is foundational to formation of an adequate argument. It is of crucial importance that the proposed account of the meaning of the term can withstand a scrutiny of the available evidence. This evidence consists of past mentions and uses of the term in sentences from documents such as court

decisions, legislative histories, or journal articles.

Consider the following (abridged) excerpt from 29 U.S. Code 203:

“Enterprise” means the related activities performed [...] by any person or persons for a common business purpose [...]

A lawyer who would like to argue that two restaurants located in different parts of a city owned by a single person do not constitute an enterprise may, e.g., argue that they cannot be considered **related activities** or that their operation is not performed for a **common business purpose**. In doing so he would likely refer to the past mentions of the term such as these:

The fact of common ownership of the two businesses clearly is not sufficient to establish a **common business purpose**.

The profit motive is a **common business purpose** if shared.

It should be clear that not all of the sentences are created equal. Some sentences are more useful for the argumentation about the meaning of the term than others. Contrast the two sentences listed above to the following less useful sentences:

Because the activities of the two businesses are not related and there is no **common business purpose**, the question of common control is not determinative.

The defendants weakly challenge the **common business purpose** conclusion.

The ability to sift through large amounts of legal documents and distill the content, that could be subsequently used in argumentation about the meaning of a term, is an important part of any lawyer’s skill set. Yet, acquiring this ability requires significant effort. A lot needs to be considered before one understands the value of content that uses the term of interest. These include answering questions such as these:

Does a sentence provide additional information to what is already known from the statutory provision?

Does the sentence content provide solid grounds for understanding some useful facets of the meaning of the term of interest?

Is the meaning of the term used in the sentence the same as the meaning of the term of interest?

15 U.S. Code § 7006(5) (5) Electronic signature The term “ electronic signature ” means an electronic sound, symbol, or process attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.	Evaluation	Problematic?	Note
If a law requires a signature, or provides consequences in the absence of a signature, the law is satisfied with respect to an electronic record if the electronic record includes an electronic signature.	no	no	
The bank was able to produce an “electronic signature card summary” which is an electronic redacted version of the signature card.	no	no	
Toward that end, upon execution of this Agreement, Attorney shall email Company an electronic signature to be used on correspondence and forms that have been preapproved by Attorney.	no	no	
The E-Sign Act, aiming to bring uniformity to patchwork state legislation governing electronic signatures and records, mandates that no signature be denied legal effect simply because it is in electronic form.	no	no	
As counsel and the court seemed unaware, UETA defines the term “electronic signature.”	no	no	
“Electronic signature” shall mean an electronic sound, symbol, or process, attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the record.	no	no	
There is no allegation that Resurgent was not the authorized agent for the creditors on whose behalf it executed the proofs of claim, that Ms. Gaines was not authorized to sign for Resurgent, or that the persons placing her electronic signature on the documents were not authorized to do so.	no	no	
More specifically, Main did not explain how she ascertained that the electronic signature on the 2011 agreement was “the act of Ruiz. (Civ. Code, § 1633.9, subd. (a).)	no	no	
After reviewing the settlement documents that had been executed by Kimmel and the Porros, Attorney Hamilton authorized Kimmel’s counsel to include his electronic signature on the Stipulation.	no	no	
The court noted in any event that the firm had taken steps to remedy the defects in its procedure by including the electronic signature of the attorney actually reviewing the claim, and assumed that the lawyers would be in compliance with Rule 9011 going forward.	no	no	
See, e.g., Cunningham v. Zurich Am. Ins. Co., 352 S.W.3d 519, 530 (Tex.App. 2011). (“We decline to hold that the mere sending ... of an e-mail containing a signature block satisfies the signature requirement when no evidence suggests that the information was typed purposefully rather than generated automatically, that [the sender] intended the typing of her name to be her signature, or that the parties had previously agreed that this action) would constitute a signature.”); Int’l Casings Grp., Inc. v. Premium Standard Farms, Inc., 358 F.Supp.2d 863, 873 (W.D.Mo.2005) (despite no typed name, each e-mail message included “a header with the name of the sender,” which was sufficient to satisfy the signature requirement under Missouri’s version of the UCC and Uniform Electronic Transactions Act); Uniform Electronic Transactions Act (1999) § 2, cmt 7 (“A digital signature using public key encryption technology would qualify as an electronic signature, as would the mere inclusion of one’s name as part of an e-mail message-so long as in each case the signer executed or adopted the symbol with the intent to sign.”); cf. Parma Tile Mosaic & Marble Co. v. Estate of Fred, 87 N.Y.2d 524, 640 N.Y.S.2d 477, 663 N.E.2d 633, 635 (1996) (programmed imprint of sender’s name insufficient to authenticate every document faxed; an intent to authenticate the specific writing at issue must be demonstrated).	no	no	
The oath is made during a telephone conversation with the magistrate. ...”, Colo. R.Crim. P. 41(c)(3) (“A warrant, signed affidavit, and accompanying documents may be transmitted by electronic facsimile transmission (fax) or by electronic transfer with electronic signatures to the judge, who may act upon the transmitted documents as if they were originals.”); 725 Ill. Comp. Stat. 5/106-4(b)(1) (“General Rule. When the offense in connection with which a search warrant is sought constitutes terrorism or any related offense ... and if the circumstances make it reasonable to dispense, in whole or in part, with a written affidavit, a judge may issue a warrant based upon sworn testimony communicated by telephone or other appropriate means, including facsimile transmission.”); Mich. Comp. Laws § 780.651(2)(a) & (b) (“An affidavit for a search warrant may be made by any electronic or electromagnetic means of communication, including by facsimile or over a computer network, if both of the following occur: (a) The judge or district court magistrate orally administers the oath or affirmation to an applicant for a search warrant who submits an affidavit under this subsection. ...”; Neb. Rev. Stat. § 29-814.03 (“A search warrant may be issued under section 29-814.05 pursuant to a telephone statement made to a magistrate or judge in accordance with the procedures set forth in this section.”); N.J. Or. R. 3:5-3(b) (“A Superior Court judge may issue a search warrant upon sworn oral testimony of an applicant who is not physically present.	no	no	
Judge Leonard had sanctioned Respondent \$20,000 for altering a Final Joint Pretrial Report and putting opposing counsel’s electronic signature on it without his consent.	no	no	

Figure 38: The annotation environment showing the source provision (1), sentence list (2), task list (3), evaluation drop-downs (4), “Problematic?” flag (5), and the note field (6).

B.2 ANNOTATION TASK AND ENVIRONMENT

Each student annotator has access to multiple sheets each of which contains a different annotation task (see 3 in Figure 38). At the top of each sheet there is a cell with a light yellow background that contains a text of a single statutory provision, the source provision (see 1 in Figure 38). In the source provision a short phrase (a couple of words) is printed in blue. This is the phrase of interest, that is, the phrase in whose meaning we are interested.

Below the source provision there is a list of sentences retrieved from U.S. case law (see 2 in Figure 38). These sentences come from the case decisions responsive to a query in the form of the phrase of interest. The sentences are listed in a random order. The annotator’s task is to evaluate each sentence in terms of its usefulness for argumentation about the meaning of the phrase of interest. Following the rules described in Section B.3 (below) the annotator should label each sentence with one of the following categories:

1. **High value** - This label is reserved for sentences that explicitly elaborate on the meaning of the phrase of interest.
2. **Certain value** - An annotator should select this label if the sentence does not explicitly elaborate on the meaning of the phrase of interest, yet the sentence still provides grounds to draw some (even modest or quite vague) conclusions about the meaning of the phrase of interest.
3. **Potential value** - This label is appropriate if the sentence does not appear to be useful for elaboration of the meaning of the phrase of interest but the sentence provides some additional information (even quite marginal) over what is known from the source provision.
4. **No value** - This label should be selected if the sentence does not provide any additional useful information over what is already known from the source provision.

Students can select the category for each sentence from a drop-down list to the right of each sentence (see 4 in Figure 38). If the annotator believes that a sentence cannot be evaluated he may indicate so by setting the “Problematic?” flag to “yes” (see 5 in Figure 38). The annotator may optionally use the “Note” field to add a comment (see 6 in Figure 38).

The task of the student annotator is to evaluate all the sentences in all the sheets. Once this is done the annotator should contact jas438@pitt.edu and ask to be assigned additional sentences. We expect each annotator to evaluate at least 1,000 sentences but we expect an average annotator to evaluate about 5,000 sentences. There is no upper limit on how many sentences an annotator may evaluate. However, we would not assign additional sentences to an annotator whose performance turns out to be unsatisfactory.

B.3 RULES FOR SENTENCE EVALUATION

The annotator should evaluate each sentence using the procedure described in this section. Figure 39 provides a flow chart to guide annotators in asking the questions (and indicates which subsection provides more information.) The details about how to answer each question

Does the sentence provide additional information over what is already known from the source provision? (B.3.1)

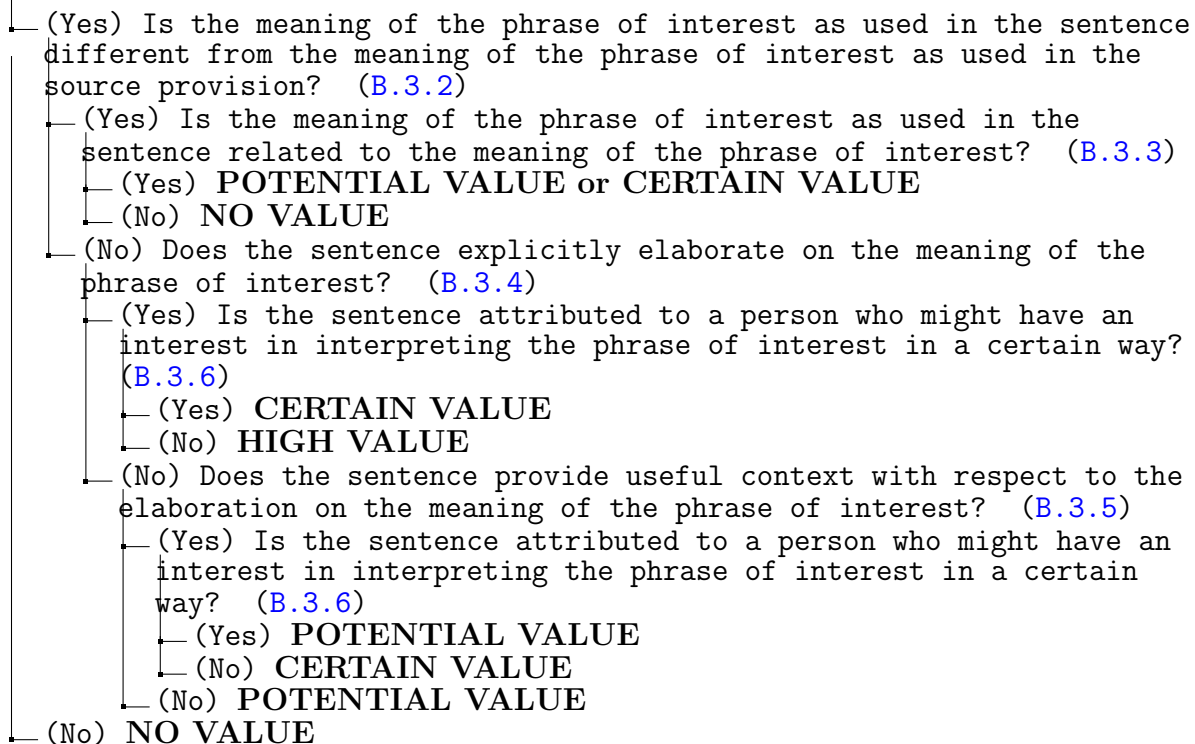


Figure 39: A simplified guidance for classification of the sentences.

are presented in Subsections B.3.1–B.3.6. Annotators should ask the questions outlined in Figure 39 and assign a label based on the answers to those questions.

B.3.1 Does the sentence provide additional information over what is already known from the source provision?

Sentences that contain only verbatim citations or paraphrases of the statutory provision are typical examples of sentences that do not provide additional information. Other examples could be headings or references having no meaningful content beyond the phrase of interest. Consider the following source provision:

No **vehicles** are allowed in the park.

The following four examples are sentences that do not provide additional information:

The provision states that: “No **vehicles** are allowed in the park.”

A **vehicle** is forbidden from entering the park.

Vehicle

Motor **Vehicles** Inc. v. Jane Doe

B.3.2 Is the meaning of the phrase of interest as used in the sentence different from the meaning of the phrase of interest as used in the source provision?

It may happen that the phrase of interest from the source provision has a different meaning than the phrase used in a sentence. Again, consider the following provision:

No **vehicles** are allowed in the park.

In the following sentence the term *vehicle* is used in a different meaning:

Any autonomous **vehicle** is subject to the approval of the executive committee.

Typical examples would involve the same terms or phrases from different legal domains (e.g., “independent economic value” might have a different meaning in the context of copyright law as compared to trade secret protection). Also, where there is a different statute that uses what appears to be the same term, one cannot automatically assume that the terms in both statutes mean the same thing even if the regulatory domains are similar. There are ways to argue that they mean the same thing, but also ways to argue that the terms mean something different. The decision in such cases is left to the annotator’s discretion.

B.3.3 Is the meaning of the phrase of interest as used in the sentence related to the meaning of the phrase of interest?

When there is a difference in the meaning of the phrases (per Question B.3.2) it remains to be determined if the difference is as significant as making the phrases effectively unrelated. Again, consider the following provision:

No **vehicles** are allowed in the park.

In the following sentence the term *vehicle* is used in a related (yet, slightly different meaning):

Any autonomous **vehicle** is subject to the approval of the executive committee.

Whereas in the sentence below the meaning is very different:

A body is a **vehicle** for a soul.

The decision as to the degree of the difference in such cases is left to the annotator's discretion. The rule of thumb is if understanding of one of the phrases helps in understanding the other then they are related. If not then the difference is significant. In case the terms are related the sentence is to be assigned with a value one step lower than in case of the same meaning (but not less than potential value).

B.3.4 Does the sentence explicitly elaborate on the meaning of the phrase of interest?

The sentence explicitly elaborates on the meaning of the phrase of interest if it has one of the following relations to the phrase of interest:

1. **Definition** - The sentence establishes rules for what is to be considered an instance of the phrase of interest.

Examples:

- i. Any mechanical device used for transportation of people or goods is a **vehicle**.
- ii. **FOIA request** means a written request for agency records that reasonably describes the agency records sought, made by any person, including a member of the public (U.S. or foreign citizen/entity), partnership, corporation, association, and foreign or domestic governments (excluding Federal agencies).

2. **Explanation** - The sentence explicitly explains certain aspects of the phrase of interest but it does not qualify as a Definition (see the preceding category).

Examples:

- i. A **vehicle** usually has wheels, engine and controls.

- ii. Likewise, activities are “related” when they are part of a vertical structure such as the manufacturing, warehousing, and retailing of a particular product or products under unified operation or common control for a common business purpose.

3. **Positive Example** The sentence provides a more specific example or an instance of the phrase of interest.

Examples:

- i. A car is a vehicle.
- ii. The Act defines “record” as any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voice print or a photograph.

4. **Negative Example** The sentence provides a specific example or an instance of something that is *not* covered by the phrase of interest.

Examples:

- i. A stroller is not a vehicle.
- ii. The district court held that Pierce could not satisfy the first prong because duty titles used in lieu of names were not “identifying particulars,” and thus the use of duty titles did not make the final response letter and SROI “records” within a “system of records.”

5. **Subsumption** The sentence assigns the term or phrase of interest to a more abstract category.

Examples:

- i. A car is a vehicle.
- ii. Duty titles may indeed be “identifying particulars” as that term is used in the definition of “record” in the Privacy Act.

6. **Contrast** The sentence states that the term or phrase of interest does *not* belong to a certain more abstract category.

Examples:

- i. Not every [vehicle](#) is a man-made object.
 - ii. As explained above, the [duty titles](#) do not qualify as identifying particulars.
7. **Feature Assignment** The sentence lists an attribute or a feature of the term or phrase of interest.

Examples:

- i. Some [vehicles](#) are fast.
 - ii. The appellee pointed out that [duty titles](#) change over time.
8. **Feature Exclusion** The sentence lists an attribute or a feature the term or phrase of interest does *not* possess.

Examples:

- i. Some [vehicles](#) are not large.
- ii. [Object code](#) does not derive independent economic value from its secrecy.

B.3.5 Does the sentence provide useful context with respect to the elaboration of the meaning of the phrase of interest?

The sentence provides useful context if one of the relations listed in Subsection [B.3.4](#) could be deduced. By definition any sentence that explicitly elaborates on the meaning of the phrase of interest provides useful context. However, there could also be sentences that do not elaborate explicitly, yet they could be used to derive a similar type of information. Let us consider some implicit versions of the examples listed in Subsection [B.3.4](#):

- 1. **Definition** - Not applicable.
- 2. **Explanation** - The [vehicle](#) was stripped of its wheels, the engine, and all the controls.
- 3. **Positive Example** - All the vehicles including the [car](#) were parked there.
- 4. **Negative Example** - Whereas all the [vehicles](#) had to be parked in front of the building, the stroller was allowed in.
- 5. **Subsumption** - We recognized the [car](#) among all the vehicles.
- 6. **Contrast** - Whereas all the vehicles had to be parked in front of the building, the [stroller](#) was allowed in.
- 7. **Feature Assignment** - All the fast [vehicles](#) were already gone.

8. **Feature Exclusion** - All the [vehicles](#) that were not large could enter the road.

B.3.6 Is the sentence attributed to a person who might have an interest in interpreting the phrase of interest in a certain way?

If the sentence is attributed to a person who has a personal interest in an outcome of legal proceedings, then its value is usually lower. The goal is to determine whether a sentence should be attributed to someone who should be considered as objective (e.g., a judge, a court-appointed expert, etc.) or not (e.g., a party, a witness for one of the parties, etc.). For example, the following sentence would be attributed to a party to the dispute:

The defendant claimed he did not break the rule since roller skates cannot be considered a [vehicle](#).