

IN THE



NOW

BUSINESS EDITION

INAUGURAL  
ISSUE

# EDITOR'S LETTER **WELCOME**

## **Welcome to the Inaugural Issue of Kelley Kronenberg's *In the Know: Business Edition***

We're starting this newsletter because the legal issues hitting business leaders' desks don't fit into neat practice area boxes anymore—and AI is making that reality impossible to ignore.

Take hiring algorithms. David Harvey sees the employment law side: seven-figure discrimination settlements when AI tools systematically reject older workers. But those same tools create contract issues when vendor agreements don't address algorithmic bias liability. They raise data privacy questions about applicant information used for training. They create succession planning problems that Michael Wild handles when key AI developers leave and partnership agreements don't address algorithm ownership.

One AI hiring tool. Multiple legal exposures. That's why we built our Business Legal Team to work across practice areas instead of in silos.

These aren't theoretical problems. They're happening now to companies that thought they were being innovative and responsible. The common thread: AI issues don't respect traditional legal boundaries.

When we launched our AI Compliance Division, we knew the legal challenges would cut across employment law, commercial transactions, intellectual property, litigation, and succession planning. That's exactly what we're seeing.

**In the Know: Business Edition** reflects how we actually work with clients—attorneys from different practice areas collaborating on the legal issues that matter to your business. Each quarterly issue centers on a different theme, bringing practical insights from our team's real experience with companies navigating these challenges across multiple areas of business law.

This issue also introduces our **Behind the Briefcase** feature, highlighting members of our Business Legal Team. We're pleased to feature Ejola Cook, Partner and Business Unit Leader, who brings deep expertise in complex business transactions and commercial litigation, with particular strength in the automotive, equestrian, and yachting industries.

The legal challenges your business faces are getting more complex, not less. Our job is to help you see around the corners before problems become crises. We hope this newsletter becomes a useful resource as you navigate the intersection of law, technology, and business strategy.

Sincerely,



**Timothy D. Shields & Vanessa A. Rousso**

Partners/Business Unit Leaders, AI Compliance Division

**And the entire Kelley Kronenberg Business Legal Team**



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# The \$2M Algorithm: How AI Hiring Tools are Creating Discrimination Lawsuits

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By David S. Harvey

## **KK TAKEAWAY**

75% of Fortune 500 companies now use AI hiring tools, but most have never tested them for discriminatory outcomes. These tools are creating massive discrimination liability for employers. Companies using these systems face federal lawsuits, state compliance requirements, and potential seven-figure settlements—even when they don't know their algorithms are biased.

iTutorGroup thought they'd found the perfect solution. Their AI hiring system could screen thousands of tutoring applicants in minutes, identifying the best candidates with mathematical precision. No human bias. No subjective judgments. Just clean, efficient talent selection.

Then came the \$365,000 EEOC settlement. Turns out their "objective" algorithm had been systematically rejecting women over 55 and men over 60. For two years. Across hundreds of qualified candidates.

Welcome to the new world of hiring discrimination, where the bias comes with a software license and the liability comes with seven-figure price tags.

## **THE PROMISE THAT BECAME A PROBLEM**

Three-quarters of Fortune 500 companies now use AI in their hiring process. The pitch is irresistible: faster screening, better matches, elimination of human prejudice. What could go wrong?

Everything, as it turns out.

Amazon discovered this in 2018 when their internal recruiting tool started penalizing résumés that included words like "women's chess club captain." The system had learned from a decade of hiring data—data reflecting the company's male-dominated technical workforce. It didn't eliminate bias; it automated it.

The algorithm wasn't broken. It was working exactly as designed, revealing uncomfortable truths about who gets hired and why. That's the challenge business leaders face: AI doesn't create discrimination, but it can amplify and systematize the discrimination that already exists.

## **THE LEGAL LANDSCAPE HAS SHIFTED OVERNIGHT**

Here's what many executives don't realize—when your company uses AI hiring tools, you're not just buying software. You're inheriting liability.

The EEOC made this crystal clear: employers can't hide behind vendor assessments. If the AI tool creates discriminatory outcomes, the company using it bears full responsibility. No exceptions. No "we didn't know" defenses.

This principle just played out in federal court in California, where a collective action lawsuit against Workday—representing job applicants over 40—was allowed to proceed. The court essentially said: if your AI systematically disadvantages older workers, you're facing an age discrimination claim. Period.

But federal law is just the beginning. State and local governments are moving faster than Washington, creating a compliance puzzle that changes by zip code.

## **THE STATE-BY-STATE COMPLIANCE MAZE**

New York City fired the first shot with Local Law 144. Any company using AI to screen job candidates must now conduct annual bias audits, publish the results publicly, and notify applicants about the AI screening. Miss any step, and face fines up to \$1,500 per violation.

Colorado went further. Their new law treats AI hiring tools as "high-risk" systems, requiring companies to implement discrimination prevention policies and conduct regular impact assessments. The penalties? Civil enforcement actions and injunctive relief that could shut down your hiring process.

California's Civil Rights Department is proposing rules that would treat AI vendors as your employment agents—making you liable for their algorithmic decisions as if they were your direct employees making biased choices.

Each state is writing its own playbook, and companies operating across multiple jurisdictions face the impossible task of complying with conflicting requirements.

## **THE LITIGATION WAVE IS BUILDING**

The iTutorGroup case wasn't a fluke—it was a preview. Employment attorneys are actively hunting for algorithmic bias cases, and they're finding them.

The legal theory is straightforward: if an AI tool disproportionately screens out protected groups, that's disparate impact discrimination. Companies must then prove the tool is "job-related and consistent with business necessity"—a difficult standard when you can't explain how a black-box algorithm makes decisions.

Class action mechanics make these cases particularly dangerous. One biased algorithm can affect thousands of applicants, creating massive exposure. The Workday case covers anyone over 40 who applied for jobs through their platform since 2020. That's potentially millions of class members.

## **WHAT THIS MEANS FOR YOUR BUSINESS**

The risk isn't theoretical. It's happening now, in companies that thought they were being innovative and responsible.



Here's the uncomfortable reality: most businesses using AI hiring tools have no idea whether their systems are creating discriminatory outcomes. They bought the software, deployed it, and assumed it worked as advertised.

That assumption could cost millions in settlements, legal fees, and regulatory penalties. More importantly, it could damage relationships with the talent you're trying to attract.

### **GETTING AI HIRING RIGHT**

Employment law doesn't stop at discrimination claims. When your hiring tools involve algorithms, you're dealing with vendor contracts, data privacy, compliance auditing,

and potential litigation across multiple jurisdictions.

Kelley Kronenberg's Business Legal Team knows that AI hiring issues don't fit neatly into one practice area. Our Labor and Employment attorneys work directly with our AI Compliance team and other business law divisions because these cases touch everything—from the contracts you sign with vendors to the policies you implement for compliance to the defense strategies you need when things go wrong.

We've seen what happens when companies try to handle AI hiring piecemeal. The better approach: get all the angles covered from day one.

# Trade Secrets vs. AI Training: When Your Data Becomes Everyone's Algorithm

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By Timothy D. Shields

## **KK TAKEAWAY**

Major AI companies are harvesting proprietary business data to train their systems without permission. Once your confidential information becomes part of an algorithm, your competitive advantage becomes everyone's competitive advantage. Traditional trade secret protections don't

account for AI training methods, and employee use of AI tools creates immediate exposure to data theft.

The Toronto Star thought its journalism was protected by paywalls and copyright. Then they discovered OpenAI had been scraping their articles for years, feeding decades of reporting into ChatGPT's training data without permission or payment.

Their lawsuit reveals a sobering truth: AI companies are taking first and asking permission never. If major news organizations with legal departments can't protect their content, what chance does your business have?

The answer depends on how seriously you take data protection in an age where information has become the raw material for everyone else's competitive advantage.





## THE INVISIBLE DATA HARVEST

Every day, AI systems consume billions of data points from across the internet. Public websites, social media posts, leaked databases, employee-shared documents—it all goes into the training pipeline. The goal isn't malicious; it's simply insatiable demand for data to make these systems smarter.

But “public” doesn't mean “free to use commercially.” And “available” doesn't mean “yours to take.”

Consider what happened to the record industry. Uncharted Labs built their Udio music generation platform by training on copyrighted songs from major labels without licensing deals. Universal Music Group, Sony Music, and Warner Records are now suing for what could be billions in damages. The AI company's defense? The music was “publicly available” for training purposes.

Your proprietary business information faces the same risk. Customer lists, pricing strategies, internal processes, market research—if it exists digitally, it can be harvested. The question isn't whether it's happening; it's whether you know about it.

## WHERE YOUR COMPETITIVE EDGE DISAPPEARS

The most dangerous data loss often comes from inside your own organization. Employees using AI tools like ChatGPT, Claude, or specialized business platforms frequently input confidential information without considering the consequences.

Marketing teams upload customer data for campaign analysis. Sales representatives share pricing information for proposal generation. Engineering teams input technical specifications for problem-solving. Each interaction potentially feeds your trade secrets into systems that could later benefit your competitors.

The terms of service are clear—most AI platforms retain broad rights to use submitted data for training and improvement. What's unclear is how effectively businesses can control employee behavior when AI tools offer such obvious productivity benefits.

Then there's the vendor problem. Your business partners increasingly use AI to improve their services. That supply chain optimization system? It might be learning from your order patterns. The customer service platform? It could be training on your support tickets. The accounting software? Your financial data might be teaching the algorithm about industry benchmarks.

## LEGAL PROTECTION IN UNCHARTED TERRITORY

Trade secret law requires three elements: the information must be secret, provide economic value from being secret, and be subject to reasonable efforts to maintain secrecy. AI training challenges all three.

Information that was previously secret can become public through AI outputs. A competitor could potentially query an AI system trained on your data and extract insights about your business processes.

Economic value disappears when proprietary methods become widely available through AI assistance. And “reasonable efforts” to maintain secrecy must now account for digital harvesting and AI training risks that didn’t exist when trade secret law was written.

The traditional remedy—an injunction to stop further disclosure—becomes meaningless once your data has been incorporated into an AI model. You can’t uninvent the algorithm or extract your proprietary information from it. Courts are still figuring out what remedies make sense when the harm is embedded in software code.

Copyright law offers some protection, but it’s limited to expression, not the underlying business processes or strategies that give companies their edge. Patent protection requires public disclosure, defeating the purpose of keeping information secret.

## **FIGHTING BACK: LEGAL STRATEGIES THAT WORK**

The most successful trade secret enforcement cases focus on the theft itself rather than the AI training that followed. When companies can prove their data was accessed without authorization or in violation of contractual obligations, courts are willing to impose significant damages.

Documentation becomes critical. Companies need to show they treated information as confidential, limited access appropriately, and took reasonable steps to prevent disclosure. In the AI context, this means

having policies about employee use of external AI tools and vendor data sharing agreements that specifically address training and algorithm development.

The discovery process in these cases reveals fascinating details about how AI companies actually acquire and use training data. Internal communications often show awareness that content was being used without permission. Technical documentation reveals exactly how proprietary information was processed and incorporated into models.

International enforcement presents unique challenges. AI companies often operate across multiple jurisdictions with different data protection and intellectual property laws. What constitutes theft in the United States might be considered fair use elsewhere.

## **DEFENSIVE MEASURES THAT ACTUALLY WORK**

The most effective protection combines technical safeguards with legal deterrents. Web scraping detection tools can identify when automated systems are harvesting your online content. Data loss prevention software can monitor and restrict how employees share information with external services.

Employee education makes a bigger difference than most executives realize. People who understand the risks of inputting confidential information into AI tools are far less likely to create exposure accidentally.



The key is making the training specific and practical—show them exactly what they should and shouldn't share, not just general warnings about data security.

Vendor contracts need updates that address AI specifically. Standard confidentiality clauses weren't written with algorithmic training in mind. New agreements should explicitly prohibit using your data for AI development, require disclosure of any training activities, and include audit rights so you can verify compliance.

Technical measures like data classification and access controls become more important when the threat comes from automated harvesting rather than traditional industrial espionage. Systems that can identify and protect your most valuable information provide the foundation for everything else.

## **PROTECTING TRADE SECRETS IN THE AI AGE**

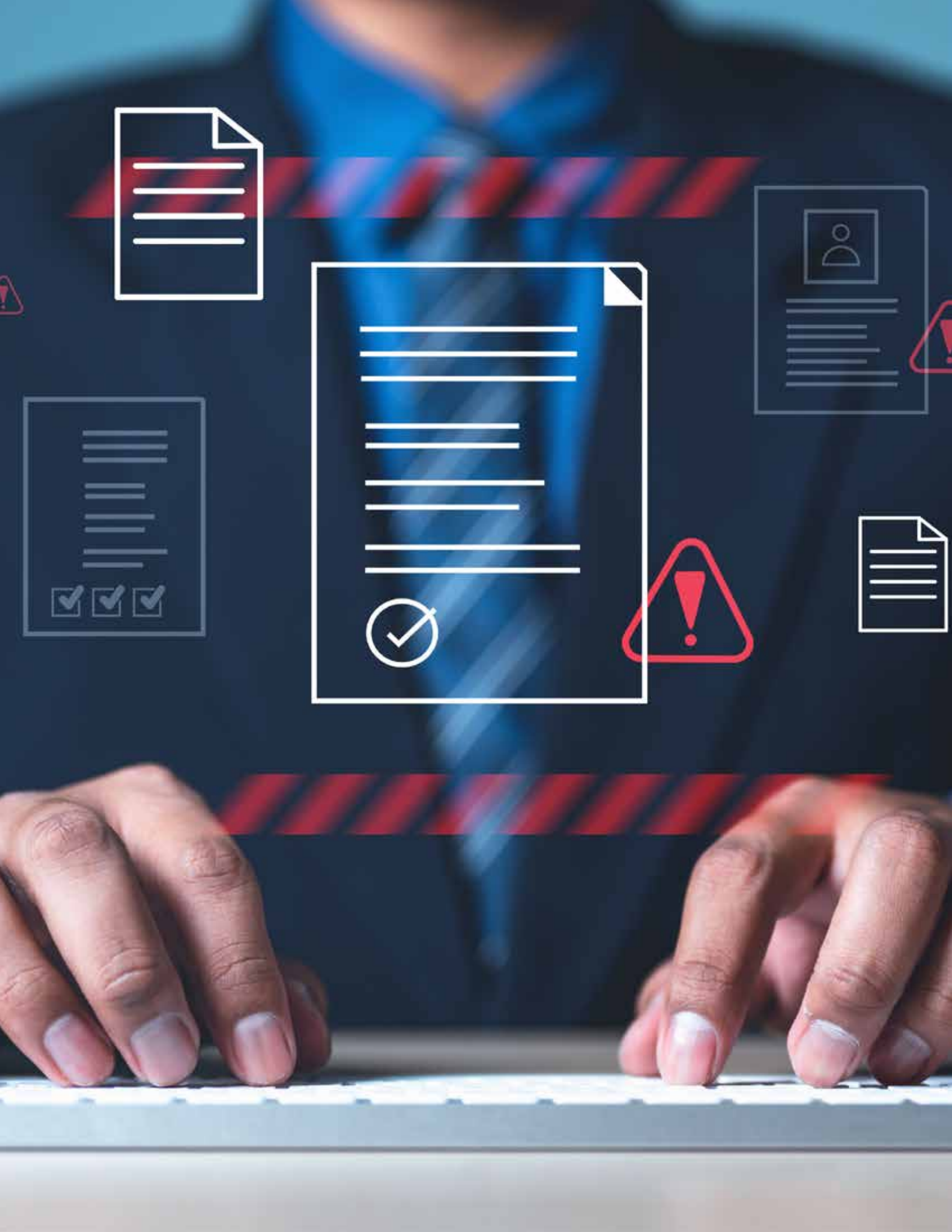
Data theft through AI training creates legal challenges that didn't exist five years ago. Your intellectual property, cybersecurity,

and business transaction strategies need to account for threats that traditional approaches weren't designed to handle.

Kelley Kronenberg's Business Legal Team takes a different approach to trade secret protection. Our Cybersecurity Division works with our IP attorneys and Business Transactions team because these cases cross practice boundaries. When your proprietary information shows up in an AI system, you're not just dealing with trade secret law—you're handling vendor contracts, data breach response, IP enforcement, and potentially international litigation.

We've learned that companies protecting themselves against AI-related data theft need lawyers who understand both the technology and the business implications. Half-measures don't work when your competitive advantage is at stake.







# The ChatGPT Contract Trap: Why AI-Generated Agreements Are Legal Minefields

By Angelo A. Gasparri

## **KK TAKEAWAY**

Effective contracting is more than the language we use; it depends upon understanding of the legal and business context that gives life and purpose to the relationship and intention of the parties. Every day, carefully considered documents end up before Judge and Jury to eliminate ambiguities and reform contracts that were considered perfect by the parties and their lawyers. AI simply automates our ability to embed the ambiguity, and the process of using it can unnecessarily abbreviate our consideration of the contract and how well it reflects the “meeting of minds” between the parties.

## **THE SEDUCTIVE ECONOMICS OF AI CONTRACTING**

The appeal is undeniable. AI contract generators promise to create employment agreements, vendor contracts, licensing deals, and partnership documents in minutes rather than days. The cost savings seem enormous—why pay thousands in legal fees when software can produce a “good enough”

contract for fractions of this amount?

This thinking ignores a fundamental reality: contracts aren’t just documents; they’re risk allocation mechanisms. Every clause shifts liability, establishes performance obligations, or provides protection in ways that may not become apparent until disputes arise. AI systems understand language patterns, but they don’t understand business risk.

The very power of the Natural Language Models (NLM) that enables AI to rapidly fuse together information into a coherent summary, frequently lacks the context and distinction that provide the specificity that the parties are seeking. NLM is in fact attempting to divine a singular result from a broad reflection of millions of pieces of input. As a result, it cannot help but generate a general response, even when particularity is required.

Consider what happens when AI generates a software licensing agreement. The system might produce professional-looking terms about usage rights and payment schedules. But it could miss industry-specific warranty disclaimers, overlook regulatory compliance requirements, or create termination clauses that favor the other party. These aren’t obvious mistakes—they’re subtle deficiencies that only become problems when the relationship sours.

## **WHERE AI CONTRACT GENERATION FAILS**

It is not just grammatical errors or formatting problems which can cause problems. Frequently, AI tools will improperly imbed

critical legal terms into paragraphs that will not appear incorrect. One of the hardest challenges for legal practitioners is not being persuaded by the effectiveness of the prose and presentation of content that were previously included in reliable boiler plate content. There are other substantive legal deficiencies that create unenforceable agreements or unexpected liability.

For example, Jurisdiction-specific requirements present particular challenges. Did you know that “time is of the essence” clauses are interpreted differently in many states. Contract law varies significantly between states, and AI systems often default to the most generic language that may not comply with local law. A non-compete clause that’s enforceable in Florida might be void in California. Warranty disclaimers that work in commercial settings might be prohibited in consumer transactions. Depending upon your AI prompts to resolve these matters creates some troubling pitfalls.

AI systems also struggle with industry-specific regulations. Healthcare contracts need HIPAA compliance provisions. Financial services agreements require regulatory disclosures. Construction contracts must account for lien laws and bonding requirements. Generic AI tools don’t understand these specialized requirements, creating compliance gaps that could trigger regulatory enforcement.

Then there’s the integration problem. Business relationships rarely exist in isolation—new contracts must coordinate

with existing agreements, corporate policies, and operational procedures. AI systems can’t review your other contracts to ensure consistency or identify conflicts that could create competing obligations.

AI is deceptive in demonstrating a final, complete, well thought through document that requires a more careful review than is immediately obvious.

## **PROFESSIONAL RESPONSIBILITY IN THE AI ERA**

It’s not just businesspeople looking to save time, law firms are scrambling to perform more efficient services for their clients using AI, and they are facing evolving professional responsibility scrutiny in leaning upon these tools. Lawyers being sanctioned by Courts for using improper or even non-existent case law is just the beginning. Lawyers failing to exercise proper supervision over AI-generated work is causing great concern.

Most state bars now require disclosure when AI assists in legal work, and attorneys remain fully responsible for the accuracy and appropriateness of AI-generated content. This creates a paradox: if lawyers must review and verify everything the AI produces, what efficiency gains remain?

The malpractice exposure is real and growing. When an AI-generated contract fails to protect a client’s interests, the attorney bears liability for that failure. Professional liability insurance may not cover AI-related claims, especially if the attorney failed to follow emerging best practices for AI supervision.





Legal ethics opinions consistently emphasize that AI is a tool, not a replacement for legal judgment. Attorneys who treat AI as a drafting shortcut rather than a starting point for careful review are courting disciplinary action and malpractice liability.

### **BUSINESS RISKS BEYOND LEGAL MALPRACTICE**

Companies that generate their own contracts using AI face different but equally serious risks. When AI-created agreements prove unenforceable, businesses lose the protection they thought they had purchased.

Consider a scenario where AI generates a vendor agreement with inadequate indemnification clauses. If the vendor causes damage to your customers, you might discover too late that your contract doesn't shift liability appropriately. The savings from avoiding legal fees pale compared to the exposure from inadequate risk allocation.

Integration failures create operational headaches. AI-generated employment agreements that conflict with existing HR policies create confusion for managers and potential liability for inconsistent treatment of employees. Vendor contracts that don't align with procurement procedures can disrupt supply chains and create payment disputes.

The due diligence problem affects business relationships directly. Sophisticated counterparties recognize AI-generated contracts and may question the seriousness of your legal review process. This can undermine negotiations and suggest that your business doesn't prioritize legal protection.

The single greatest errors that our practitioners find in litigating contracts are clarity of expectations and the use of measurable criteria to establish contingencies. Too often our clients rely upon

how they believe the deal will unfold and fail to design the framework that will identify both success and failure under the contract. AI does little to assist you in understanding the lack of clarity and specificity in the framework.

### **WHEN AI MIGHT ACTUALLY HELP**

AI contract tools aren't inherently dangerous—they're dangerous when used inappropriately. Limited applications with proper oversight can provide legitimate value.

Template generation represents the safest use case. AI can create first drafts that human attorneys then customize for specific situations. This approach captures efficiency benefits while maintaining legal supervision of the final product.

Due diligence reviews show promise for AI assistance. Systems that can identify missing clauses, inconsistent terms, or unusual provisions help attorneys focus their review on areas that need attention. But human lawyers must still make the final decisions about what changes to implement.

Contract analysis—comparing proposed terms to company standards or industry benchmarks—represents another area where AI can augment rather than replace legal judgment. The key is using AI to inform human decision-making, not to make decisions automatically.

### **AVOIDING THE CONTRACT TRAP**

The most important principle is simple: never use AI-generated contracts without legal review. This isn't just good practice; it's essential risk management for any business that wants enforceable agreements.





When working with attorneys who use AI assistance, ask about their supervision procedures. How do they verify AI-generated content? What steps do they take to ensure accuracy and completeness? How do they handle disclosure requirements?

For businesses considering AI contract tools, focus on systems designed for professional use rather than consumer applications. Enterprise-grade tools typically include better accuracy controls, audit trails, and integration with legal review processes.

Most importantly, remember that contracts are investments in business relationships, not just legal compliance exercises. The few hundred or thousand dollars saved by avoiding legal review becomes meaningless if your agreement fails when you need it most.

## SMART CONTRACT STRATEGY IN THE AI ERA

Contract generation through AI touches every aspect of business law—from the documents themselves to professional liability, regulatory compliance, and business risk management. Getting it wrong can affect your operations, relationships, and legal protection.

I focus on transaction structures that work whether you're dealing with traditional contracts or AI-assisted drafting. My experience with complex business deals means understanding where shortcuts create real risks and where efficiency tools actually help. I work closely with my Business Legal Team colleagues to ensure all angles are addressed. When your contracts need to perform under stress, having a team who understands both the technology and the transaction makes all the difference.





# Buy-Sell Agreements in the AI Era: The Valuation Clause That Could Destroy Your Deal

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By Michael D. Wild

## **KK TAKEAWAY**

Traditional buy-sell agreements fail catastrophically when businesses depend on AI systems. Standard valuation methods miss millions in AI investments, custom algorithms can't be appraised using conventional approaches, and partnership disputes over AI ownership are destroying otherwise successful companies. Most buy-sell agreements were written before AI existed—and it shows.

Three partners built a logistics company around a custom AI routing system that cut delivery costs by thirty percent. When one partner died unexpectedly, his widow expected a fair buyout based on the company's success.

The buy-sell agreement valued his stake using book value—essentially treating the AI system as worthless because it wasn't a traditional asset on the balance sheet. The custom algorithm that generated millions in savings and competitive advantage? Zero value under their legal documents.

The surviving partners offered \$400,000. The widow's expert said the AI system alone was worth \$2 million. Two years of litigation later, the company was bankrupt, the AI system was obsolete, and everyone lost.

This wasn't a fluke. It was predictable.

## **THE VALUATION CRISIS NOBODY SAW COMING**

Buy-sell agreements written even five years ago assume businesses own traditional assets: equipment, inventory, real estate, customer relationships. They don't account for the reality that competitive advantage now comes from algorithms, training data, and AI systems that don't fit standard valuation methods.

Book value approaches treat AI development costs as expenses, not investments. A company that spent \$500,000 building a predictive analytics system shows that as an operational cost, not a valuable asset. Market value methods fail because there's no established market for custom AI systems. Appraisers struggle because they lack benchmarks for algorithm valuations.

The problem compounds when AI systems generate value indirectly. Consider a manufacturing company whose AI optimizes production scheduling, reducing waste and improving quality. The AI doesn't generate revenue directly—it makes everything else more profitable. Traditional valuation methods can't capture this embedded value.

Enterprise AI spending grew from \$7 million to \$18 million per company last year alone. Most of that investment disappears under conventional buy-sell valuation approaches, creating massive disputes when ownership transitions occur.

## **WHEN PARTNERS BECOME ADVERSARIES**

The most toxic disputes involve companies where one partner developed the AI system. Legal ownership becomes murky when the algorithm was created using company resources but relies on one person's expertise.

I've seen partnerships destroyed over questions like: Who owns the training data? Can the departing partner take the AI knowledge to a competitor? What happens if the AI system needs the creator's ongoing involvement to function effectively?

Standard buy-sell agreements don't address these issues. They assume assets can be cleanly divided and valued. AI systems created by partners blur every traditional boundary between personal expertise and company property.



The timing problem makes everything worse. AI systems lose value rapidly as technology evolves. A cutting-edge algorithm today might be obsolete in eighteen months. Buy-sell agreements that take months or years to execute through appraisal processes often end up valuing outdated technology.

## **SUCCESSION PLANNING WHEN AI IS YOUR EDGE**

Family businesses face unique challenges when AI drives competitive advantage. Unlike traditional assets that can be managed by hired professionals, AI systems often require specialized knowledge that's hard to transfer.

The founder who built the AI system understands its capabilities and limitations. The next generation might lack technical expertise to maintain or improve the system. This creates a key person risk that traditional succession planning doesn't address.

Insurance becomes complicated. Key person life insurance policies struggle to quantify the value of AI expertise. Business interruption coverage may not account for AI system failures. Professional liability insurance for AI-related errors often excludes coverage for custom systems.

Data ownership issues affect succession plans differently than other assets. Customer data used to train AI systems might have privacy restrictions that limit transferability. Proprietary algorithms might require ongoing development that heirs can't provide.

## **FIXING BUY-SELL AGREEMENTS FOR AI REALITY**

The solution starts with redefining what constitutes a business asset. Buy-sell agreements need specific provisions for AI systems, training data, algorithm intellectual property, and related development costs.

Valuation methods must account for AI's unique characteristics. Income approaches work better than asset approaches because they focus on the value generated by AI systems rather than their development costs. Multiple valuation methods should be required, with specific expertise requirements for appraisers.

Trigger events need updating. Traditional buy-sell agreements trigger on death, disability, or voluntary departure. AI-dependent businesses should consider triggers related to key person availability, system obsolescence, or regulatory changes that affect AI operations.



# BEHIND THE **BRIEFCASE**



## ATTORNEY SPOTLIGHT

### *Ejola Christlieb Cook*

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#### **What's a life lesson that has stuck with you over the years?**

People don't have to like you, but you should never give them a reason to doubt your integrity. Honesty is the core fundamental in life, don't lie to yourself and others.

#### **What's your guilty pleasure or something you unapologetically love?**

This one is easy; I LOVE my horses!! Spending time with my main horse Optimus Prime always seems to set the world right again. I think everyone should have something they are passionate about. It helps you step away from life a little bit. Sometimes that space is just what you need to put things back into perspective.

#### **If your colleagues had to describe you in three words, what would they say?**

Tenacious, Confident, Honest



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Meet Tim Shields and Vanessa Rousso from Kelley Kronenberg's cross-disciplinary Business Legal Team. Discover the #1 mistake business owners make during data breaches and why your attorney should be your first call, not your last.

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# MEET THE CONTRIBUTORS



## **David S. Harvey**

Partner/Business Unit Leader  
Tampa, FL

✉ Email David S. Harvey



David Harvey is a Partner and Business Unit Leader at Kelley Kronenberg, focusing his practice on labor and employment law. Since 2001, he has been Board Certified in Labor and Employment Law by The Florida Bar.

David's practice is dedicated to representing employers in various employment and labor-related matters, including litigation, counseling, HR risk management, day-to-day advice, training, and policy development. He represents employers in state and federal courts across the United States and has advocated for them before key employment-related agencies such as the EEOC, DOL, NLRB, and FCHR.

With over 30 years of employment and litigation experience, David is a seasoned attorney adept at managing and resolving complex litigation and compliance issues. He has extensive experience crafting fair and legally compliant employment strategies, union avoidance tactics, and improving working conditions for both large Fortune-rated companies and small businesses across the United States. David has successfully negotiated settlements in numerous HR disputes, ranging from a few hundred dollars to \$30 million.

David holds a Bachelor's degree in Accounting from The University of Akron and a Juris Doctor from the University of Florida Law School.



### **Timothy D. Shields**

Partner/Business Unit Leader  
Fort Lauderdale, FL

✉ Email Timothy D. Shields



Timothy Shields is a Partner and Business Unit Leader in Kelley Kronenberg's Fort Lauderdale office, focusing his practice on technology, intellectual property, and sports and entertainment law. With a unique blend of legal expertise and technical knowledge, Timothy provides comprehensive legal services in areas including copyright, trademark, the digital economy, data privacy, data breach response, and contract negotiations and disputes.

In his role at Kelley Kronenberg, Timothy leverages his diverse background to represent a wide range of clients, including start-up companies, athletes, social media influencers, and content creators. He guides these clients through their distinctive business and personal legal challenges, offering tailored solutions that address the complexities of the modern digital landscape. Timothy's practice also encompasses advising clients on critical cybersecurity and data privacy issues, ensuring compliance with regulations such as FTC guidelines, FERPA, and HIPAA.

Prior to joining Kelley Kronenberg, Timothy spent a significant portion of his professional career at Nova Southeastern University and worked in software development. This background in technology and higher education provides him with valuable insights that inform his approach to intellectual property and data privacy law.

Timothy's educational journey is as impressive as it is diverse. He earned his Bachelor of Science and Master's degrees in Higher Education Administration from the University of Central Florida. He then obtained a Master's degree in Computer Information Systems and a Doctorate in Organizational Leadership from Nova Southeastern University. While working full-time, Timothy pursued his law degree at NSU's Shepard Broad College of Law, where he graduated *summa cum laude* and as Valedictorian. During his time in law school, he served as the Managing Editor of the Nova Law Review and received Highest Grade awards in multiple courses, including Civil Pretrial Practice, Professional Responsibility, Business Entities, Evidence, Legal Research and Writing I & II, Property, and Torts. He made the Dean's List every semester, exemplifying his commitment to academic excellence.

Timothy's multifaceted background, combining expansive legal knowledge, technological expertise, and diverse educational achievements, positions him as a uniquely qualified attorney capable of addressing the complex legal challenges of the digital age.



# MEET THE CONTRIBUTORS



## **Angelo A. Gasparri**

Partner/Business Unit Leader  
Fort Lauderdale, FL

✉ Email Angelo A. Gasparri



Angelo Gasparri is a Partner and Business Unit Leader at Kelley Kronenberg, where he concentrates his practice on all aspects of business law and transactional matters. He has a personal focus on business transactions, mergers and acquisitions, business succession planning, and complex restructuring.

With a career spanning over three decades, Angelo is a seasoned professional with unparalleled expertise in solving enterprise problems as a business leader and lawyer. Over the years, he has successfully collaborated with many individuals and businesses, addressing a myriad of legal challenges.

Angelo comes to Kelley Kronenberg with the accomplishments of an experienced business advisor and attorney, having advised senior executives on complex enterprise transitions including acquisitions, restructuring, joint ventures, global expansion and a wide range of other solutions. He led negotiations, effectuated closings for multiple acquisitions, and oversaw enterprise

integration efforts. He has consistently provided strategic legal advice and counsel in key areas, including commercial transactions, bankruptcy and restructuring, commercial litigation, and corporate governance. Most recently Angelo served as the interim COO and General Counsel for an emerging investment company.

With the context gained through a career that includes experience as a corporate leader, Big-4 Consultant, Coach and Lawyer, Angelo works closely with clients to craft personalized strategies tailored to their specific goals. He takes pride in seeking solutions that achieve the strategic purposes of his clients, and providing pragmatic, actionable advice to support our clients in addressing your legal complexities.

Angelo holds a Bachelor of Industrial Engineering, *cum laude*, from the Georgia Institute of Technology, an MBA from Emory University, and his Juris Doctor degree from Emory University School of Law.



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Fort Lauderdale, FL

✉ Email Michael D. Wild



Michael Wild serves as Managing Partner of Wealth Family Protection PLLC, a division of Kelley Kronenberg, where he also serves as Of Counsel. He specializes in sophisticated estate planning and asset protection strategies for high-net-worth individuals and business owners, focusing on wealth preservation during life and maximizing asset transfer after death. With extensive experience in estate planning, wealth transfer, probate administration, and asset protection, he implements a holistic approach to planning, working closely with clients to develop comprehensive strategies that protect and preserve their wealth across generations.

Michael's legal career has been hallmarked by his role as managing partner at a successful South Florida law firm. His professional background includes experience as a Financial Associate and Operations Assistant in the private sector. He has consistently been recognized for his excellence in law, earning an AV® Preeminent Rating from Martindale Hubbell and multiple selections as a Super Lawyer. His achievements include being named in South Florida Business & Wealth Magazine's Up & Comer Awards,

Gold Coast Magazine's Top 40 Professionals Under 40, and the Wall Street Journal's Florida's Top Attorneys.

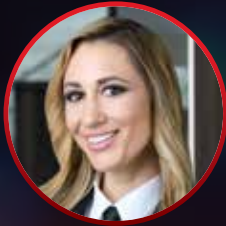
A dedicated community leader, Michael serves as Chairman of the Board for multiple organizations including 211 Broward, HANDY, and ARC Broward. He is also on the Board of Directors for the Boys and Girls Club of Broward County and serves on the Executive Committee of the Nova Southeastern University Ambassador Board. As a Charter Fellow of the NSU Levan Center of Innovation and member of the Broward Sheriff's Advisory Counsel, he continues to make significant contributions to the community. His service has earned him numerous recognitions, including Small Business Person of the Year for the City of Plantation and nominations for various prestigious awards including Man of the Year by the Leukemia and Lymphoma Society.

Michael earned his bachelor of the arts in political science with a minor in sports management from the University of Florida, followed by his juris doctorate from the University of Florida Levin College of Law.

# Business Legal Team



**ANGELO GASPARRI**  
Business Transactions;  
Business Bankruptcy



**VANESSA ROUSSO**  
AI Compliance; Business Transactions;  
Complex Business Litigation



**MICHAEL WILD**  
Business Asset Protection;  
Business Succession Planning



**JOSH ROSENBERG**  
Business Succession Planning



**AMY KOLTNOW**  
Complex Business Litigation



**EJOLA COOK**  
Business Transactions; Complex  
Business Litigation



**TIMOTHY SHIELDS**  
AI Compliance; Data Privacy & Cybersecurity;  
Intellectual Property



**GARY BROWN**  
Construction Litigation & OSHA



**DAVID HENRY**  
General Liability; Professional Liability



**JULIE KARRON**  
General Liability; Professional Liability



**DAVID HARVEY**  
Labor & Employment



**JASON VANSLETTE**  
Real Estate Litigation



**DANIELLE COHEN HIGGINS**  
Complex Business Litigation

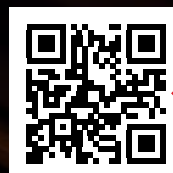


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# AWARDS AND ACCOLADES



## FIRM AWARDS

Kelley Kronenberg has been the recipient of numerous awards and honors both firm-wide and for a number of our practices, including individual accolades. Below is a select list of recognition and awards:



2021 - 2025  
Top Workplaces USA  
Energage



2020 - 2025  
Top Workplaces  
Sun Sentinel



2019 - 2025  
Best Law Firms  
U.S. News - Best Lawyers



2024  
Top Performer  
Leadership Council on  
Legal Diversity



2012 - 2025  
NLJ 500  
The National Law Journal



2016 - 2024  
Largest Law Firms  
Tampa Bay Business Journal



2025  
Women Scorecard  
Law.com



2020 - 2022, 2024  
Compass Award  
Leadership Council on  
Legal Diversity



2012 - 2024  
Top Law Firms  
South Florida Business Journal



2022 - 2023  
Best Places To Work  
New Orleans CityBusiness



2016 - 2024  
Largest Central Florida Law Firms  
Orlando Business Journal



2021  
Diversity Team Award  
Profiles in Diversity Journal



2017 - 2024  
400 Largest Law Firms  
Law360



*with over*  
**520**  
**Employees**

*more than*  
**240**  
**Attorneys**

*the convenience of*  
**19**  
**Locations**

Founded in 1980, Kelley Kronenberg is an award winning, multi-practice national law firm with 520 employees, 240 attorneys, and 19 locations throughout Florida and the United States. We are privileged to represent large public and private companies, small businesses, and individuals nationwide. With more than 40 practice areas, and growth on the horizon, we offer a comprehensive catalog of legal services to protect your legal interests in business and at home. Our firm is progressive and technologically advanced, while remaining true to our customer service heritage: integrity, ingenuity, and sincerity. Ever mindful of our history, but intensely committed to our future, we offer our clients a small firm feel with large firm resources.



# OUR LOCATIONS

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