

CoCounsel Release Notes: 7/25/23

Recent Improvements:

“Legal research memo” – “Refinement”

“Refinement”, the ability to enhance the results of a query without having to restart a skill, is now available for “Legal research memo.” In this skill, once you finish a query, you can build and define more details to refine your results.

Step 1: Run 1st query in “Legal research memo” skill, click “Refine results”

After you run your first query in “Legal research memo,”

The screenshot shows a search interface for 'Legal Research Memo'. It includes a search bar with the text 'Legal Research Memo' and a close button (X). Below the search bar is a section titled 'Explain your legal research request' with instructions: 'Use normal sentences like you would to a colleague. Include all relevant information like jurisdiction, background facts, and anything else relevant to the query.' A text input field contains the following text: 'I am looking for Texas case law between 2005-2019 in a lawsuit where there is more than one defendant, and if one defendant settles and executes a release such that it also covers the other non-settling defendant, is the release valid for the non-settling defendant?'. A blue 'Submit' button is located at the bottom right of the input field.

you will have an option to refine your results by clicking “Refine results” at the bottom of the skill results (shown in the **green** box below):

"By their first issue, Sky View and Israely contend that they are entitled to a settlement credit in this case under the one satisfaction rule. We review a trial court's determination of the existence of, the amount of, or its decision to apply a settlement credit for an abuse of discretion."

"Although Martinez's claims against each of the seven defendants in this case arise out of a common set of underlying facts and sequence of events, as outlined above, the damages for which the jury found Sky View and Israely liable are not part of a "single, indivisible injury," as the appellants contend. Instead, the injury claimed by Martinez against Sky View and Israely are independent of the other injuries Martinez alleged against the settling defendants and related solely and exclusively to Sky View and Israely's obligations to pay what it owed to Martinez under the terms of the note. Therefore, Sky View and Israely are not entitled to a settlement credit."

Is this helpful?

[Refine results](#)

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Step 2a: Refine your results, press “Enter/Return” and review

After clicking “Refine results,” you can refine your search. In this example, the original results were iterated upon by adding jurisdiction details and dates (shown in the red box below), and **press “Enter/Return” on your keyboard.**

Is this helpful?  

 Cancel refine results

Find case law in California between 2020-2021

CoCounsel will run another search upon your original query, results can be expanded according to your iterated input. In this example, results have been refined to show case law specifically in California between the years of 2020-2021, shown in blue boxes:

Cases (4) 

Chacon v. Union Pac. R.R., 56 Cal.App.5th 565 (Cal. Ct. App. 2020)

The case discusses the validity of a release in the context of a FELA claim, which may provide a useful analogy for the research request. However, the case does not directly address the question of whether a release executed by one defendant can validly cover another defendant who did not settle.

"In April 2019, Union Pacific moved for judgment on the pleadings on the ground that Chacon had released his claims in the Release. In connection with its motion, Union Pacific requested that the trial court take judicial notice of the Release and the related settlement agreement (Settlement Agreement)."

"The court concluded that Chacon had the burden to establish that the Release was invalid, but that Chacon had not "provided his declaration, or any other proffered evidence" to show fraud, mutual mistake, or inadequate consideration."

"The court also rejected Chacon's argument that Union Pacific's answer failed to assert release as an affirmative defense."

"Cases that Chacon cites make this point."

Vasquez v. Doe, No. B296588 (Cal. Ct. App. Apr. 6, 2020)

The case discusses a situation where one defendant died and the plaintiff settled with the other two defendants. The settlement agreement included a dismissal of the action with prejudice, which the court enforced. Although the case does not directly address the validity of a release for a non-settling defendant, it does provide some guidance on how a court might handle a similar situation.

Step 2b: Refine query

Note: For this feature, you can refine upon results within legal parameters. Example criteria include: Jurisdiction, dates, and **even refining the query itself.**

In this example, the original query asked about one defendant settling amongst multiple defendants. An option would be to change the query itself, such as:

How about for multiple defendants where no defendants settled?|

CoCounsel will proceed to run a refined memo for you, that you can view at the top of the results screen (shown in red in the screenshot below), with updated Analysis and Cases:

REQUEST [Hide research request ^](#)

Original Query: "I am looking for Florida case law between 2005-2008 in a lawsuit where there is more than one defendant, and if one defendant settles and executes a release such that it also covers the other non-settling defendant, is the release valid for the non-settling defendant?"
 Refinement Request: "How about for multiple defendants where no defendants settled?"

Refined Query: I am looking for Florida case law between 2005-2008 in a lawsuit where there is more than one defendant. Include cases where no defendants settled, and analyze whether a release is valid for the non-settling defendants.

RESPONSE **Answer**

The cases reviewed suggest that a release is generally valid for non-settling defendants in Florida, but the validity depends on the specific language of the release and the intent of the parties.

Analysis

Several cases address the validity of a release for non-settling defendants in Florida. In *State Farm Mut. Auto. v. Williams*, the court held that section 768.041 of the Florida Statutes allows for a release or covenant not to sue to be valid for one tortfeasor without releasing or discharging the liability of any other tortfeasor. This case is directly on-point and suggests that a release is generally valid for non-settling defendants.

However, the validity of a release is not absolute. In *Wachovia Insurance Services, Inc. v. Toomey*, the court held that a settlement agreement that explicitly contains both an assignment of causes of action against a third party and an immediate release allows the plaintiff to bring the assigned causes of action against the third party. This case suggests that the validity of a release depends on the specific language of the release and the intent of the parties.

Queries before 3/20/23

Any chat that was created before March 20, 2023, will not be able to be used for Refinement. Please use the Refinement feature for "Legal research memo" queries after 3/20/23.

Out of Scope: Non-legal parameters

Other languages or manipulating results in another format are currently not supported and CoCounsel will respond with an error message:

Sorry, this type of request is not supported at this time.

Sorry, this type of request is not supported at this time.

Sorry, this type of request is not supported at this time.

Now present the same results in Spanish

Now present the results as if you are a cat

Now turn these results into an email

Step 3: Refine again (Optional step), or download results

You have the option of refining upon subsequent queries or downloading your results in Word format. There are currently no limits to the number of refinements you apply on your original query.