

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
EASTERN DIVISION**

HEALTH ONE, INC. AND BURNS MCFARLAND

PLAINTIFF

v.

CIVIL ACTION NO.: 2: 18-cv-00145-KS-MTP

FOREST GENERAL HOSPITAL

DEFENDANT

**EXPERT REPORT OF ALINA NG BOYTE
PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 26(a)(2)(B)
ON BEHALF OF
HEALTH ONE, INC. AND BURNS MCFARLAND
MARCH 27, 2019**

I. Introduction and Qualifications

I am a tenured professor of law at Mississippi College School of Law (“MC Law”) in Jackson, Mississippi. At MC Law I teach in all areas that relate to intellectual property law, including copyright and advanced copyright, patent, trademark, cyberspace and cybersecurity, and international intellectual property law. I also teach property and domestic relations. I graduated with a Bachelor of Law (LLB) from the University of London, a Master of Law (LLM) from the University of Cambridge, and a Master (JSM) and Doctor (JSD) of the Science of Law from Stanford Law School. I studied and wrote my doctoral dissertation on the history of copyright law and how the copyright system evolved with technological change. In 2011, I published my doctoral dissertation into a book, *COPYRIGHT LAW AND THE PROGRESS OF SCIENCE AND THE USEFUL ARTS*. I continue to write, conduct research, and publish scholarly work in the field of intellectual property law and am currently a member of the Copyright Society of USA, the American Branch of the International Law Society and the International Society for the History and Theory of Intellectual Property. My complete curriculum vitae is attached as **Exhibit “A.”** A complete list of my scholarly work and publications is in my curriculum vitae.

I am charging the rate of \$250.00 per hour for my work as an expert witness in this case.

I have not served as expert witness before and this will be my initial appearance as an expert. As such, I do not have a list of my testimonies provided in the last 4 years per Federal Rule of Civil Procedure 26(a)(2)(b).

II. Summary of Opinion

I am of the opinion that Forest General Hospital (hereinafter “FGH”) has infringed Health One, Inc.’s (hereinafter “HO”) copyright in its “Payment Guaranty and Assignment of Insurance Benefits” form. There are at least 6 parts in FGH’s “Consent for Treatment” form, particularly under the paragraph titled “Payment Guaranty and Assignment of Insurance Benefits,” that are identical or substantially similar to HO’s “Payment Guaranty and Assignment of Insurance Benefits” form. The 6 parts in FGH’s “Consent for Treatment” forms that are identical or almost identical to HO’s form are:

- i) I, the undersigned patient, patient’s representative, and/or guarantor, as applicable, hereby guarantee the payment in full of HOSPITAL’s reasonable and customary charges for the goods and services rendered to the patient.
- ii) I understand that HOSPITAL will accept payments from third party payors on behalf of the patient and apply them to this account to the extent that they are received.

- iii) I agree that the filing of these third party claims as performed as a service by HOSPITAL and in no way relieves me of the obligation to pay in full for the goods and services rendered as agreed above.
- iv) Patient and/or patient's representative authorizes all resulting payments to be made directly to HOSPITAL under the terms of this assignment.
- v) If overpayments occur as a result of this hospitalization, I authorize all amounts due to patient and/or guarantor to be applied to other outstanding hospital accounts for which patient and/or guarantor is responsible and I hereby assign all such overpayment to HOSPITAL for that purpose.
- vi) this assignment of benefits will remain in full force and effect until the entire hospital bill is paid in full.

I am also of the opinion that for parts where the language in FGH's "Consent for Treatment" form are not identical to HO's "Payment Guaranty and Assignment of Insurance Benefits" form, but which has the same practical effect, the "very close paraphrasing" of HO's copyrighted "Payment Guaranty and Assignment of Insurance Benefits" form language by FGH in their "Consent for Treatment" form satisfies the standard of substantial similarity necessary to prove copying (*see Landsberg v. Scrabble Crossword Game Players Inc.*, 736 F.2d 485 (9th Cir.) (1984)).

I also believe that FGH has continued to breach the contract (whether express, implied, or quasi) that was entered into on January 26, 1998 and extended by memorandum agreement dated November 9, 1998 to February 2001 with HO. While the statute of limitations for Mississippi for breach of a written contract is 3 years, the District Court for the Southern District of Mississippi has recognized continuous breach of contracts where "there is repeated and continuous acts of alleged wrongful conduct." (*see Singing River Electric Power Association v. Bell South Telecommunications Inc.*, 2001 WL 5082235). Here, as FGH continued to use HO's copyrighted form up until and including the present (even after the contract between FGH and HO expired), FGH's wrongful conduct is on-going and imposes continuous harm on HO "rather than continued ill-effects caused by" a single breach of contract. I formed this view because FGH's wrongful conduct here is repeated each time a new patient is handed their "Consent to Treatment" form. The harm to HO is not a one-off instance with lingering effects.

Furthermore, the discovery rule, which states that the statute of limitations does not begin to run until a plaintiff has some reason to be aware of the breach of contract and his resulting injury, is a question of fact for the jury. This question therefore requires a trial and cannot be resolved on summary judgment.

III. Facts and Data Considered When Forming My Opinion

I have reviewed the following documents and formed my opinion about the facts of this case based on information in these documents:

- “Payment Guaranty and Assignment of Insurance Benefits,” copyright secured from the Copyright Office by Burns H. McFarland on August 28, 1995 and assigned to HO on January 24, 2018
- Certificate of Recognition of “Guarantor Statement and Assignment of Benefits” from the Copyright Office with the Official Copyright Registration Number TXu 700 360.
- “Payment Guaranty and Assignment of Insurance Benefits” form provided to FGH from HO and kept in file by FGH dated September 22, 1998
- FGH “Consent for Treatment” form dated May 1, 2018
- FGH “Consent for Treatment” form dated March 22, 2017
- FGH “Consent for Treatment” form dated March 3, 2016
- FGH “Consent for Treatment” form dated October 27, 2014
- FGH “Consent for Treatment” form April 14, 2006
- FGH “Consent for Treatment” form October 27, 2002
- FGH “Consent for Treatment” form March 1, 1997
- FGH “Consent for Treatment” form March 7, 1995
- FGH “Consent for Treatment” form November 30, 1989
- FGH - HO collections summary during contract period
- Contract between FGH and HO dated January 26, 1998
- Memorandum agreement between FHG (represented by Bryan Stevens) and HO (represented by Burns H. McFarland) extending contract dated January 26, 1998 by another 2 years until February 1, 2001
- Endorsement Company Agreement between MHA Diversified (a subsidiary of the Mississippi Hospital Association) and HO dated October 1, 2000
- Letter from Eddie Foster, dated January 1, 2011, announcing the endorsement agreement between MHA Solutions and HO of HO’s “unique and effective process for the collection of third party liability claims”

- Letter from Eddie Foster, dated October 18, 2012, confirming MHA Solutions’ automatic renewal of their Endorsed Company Agreement with HO
- Joint venture between HO and VHA Gulf States, Inc. and VHA Gulf States’ endorsement of HO “as their preferred Third Party Liability claims consultant” dated August 20, 1998
- Magazine article by Matthew Glavin and Michael Tanner titled “New Prescription for Hospital Deadbeats May Ease Our Pain” in August 4, 1994 edition of Insight on The News
- Article by Tracy Staton Carroll titled “HealthOne: Copyrighted procedures allow direct payment from liability carriers,” in Mississippi Medical News Healthcare Profiles 2000.
- Announcement of The Mississippi Hospital Association Diversified Services, Inc.’s affiliation with Health One, News Weekly, dated July 15, 1996
- HO’s advertisement of their services in Healthcare Financial Management with headline titled “A New Day for Patient Financial Services,” dated September 2002

IV. Opinion

The opinion in this report is based upon my education, training, and experience in the field of intellectual property and in particular, copyright law, and a review of the information listed in Part III. I reserve the right to revise and supplement my opinion if new information is received.

Based on my review of all the documents available at this time, it is my opinion that FGH caused HO unlawful harm by:

1. infringing HO’s copyright in its “Payment Guaranty and Assignment of Insurance Benefits” form; and
2. breaching the agreement between FGH and HO by continuing to use HO’s “Payment Guaranty and Assignment of Insurance Benefits” form without authorization

Copyright Infringement

To establish copyright infringement, a plaintiff must prove that there is a valid copyright and that the defendant infringed the copyright by copying protected elements on the plaintiff’s work. (*Three Boys Music Corp. v. Bolton*, 212 F.3d 477 (2001)). Since HO’s copyright is a valid copyright that was registered with the United States’s Copyright Office by Burns McFarland, the only issue to address in my report is whether FGH infringed on HO’s copyright. Infringement of a copyright can be established by showing either (1) actual copying or (2) access to the copyrighted work and that the copyrighted work and allegedly infringing work are identical or substantially similar to allow the jury to conclude that the defendant copied the plaintiff’s work.

Here, it does not appear that FGH is admitting to actual copying of HO’s “Payment Guaranty and Assignment of Insurance Benefits” form. Thus, the question that should go to the jury is whether FGH had access to HO’s “Payment Guaranty and Assignment of Insurance Benefits” form and whether HO’s “Payment Guaranty and Assignment of Insurance Benefits” form and FGH’s “Consent for Treatment” form are identical or substantially similar. It can be established, based on the information gathered from the documents, that FGH had access to HO’s form because they were using HO’s form for 3 years under the contract dated January 26, 1998. The only question that the jury needs to answer is whether the forms are identical or substantially similar.

I am of the opinion that there is enough evidence to allow the jury to conclude that FGH copied HO’s “Payment Guaranty and Assignment of Insurance Benefits” form. The table below illustrates how FGH’s “Consent for Treatment” form is identical and/or substantially similar to HO’s “Payment Guaranty and Assignment of Insurance Benefits” form.

HO’s Form	FGH’S Form
1. I, the undersigned patient, guardian, and/or guarantor (hereinafter Debtor) hereby promise to pay in full Forest General Hospital customary charges for the goods and services rendered to the patient	1. I, the undersigned patient, patient’s representative, and/or guarantor, as applicable, hereby guarantee the payment in full of HOSPITAL’s reasonable and customary charges for the goods and services rendered to the patient.
2. I understand and agree that Forest General Hospital will accept payments from third party payors and insurers on behalf of the debtor and apply such payment to the indebtedness to the extent that they are received.	2. I understand that HOSPITAL will accept payments from third party payors on behalf of the patient and apply them to this account to the extent that they are received.
3. I acknowledge and agree that the filing of such insurance and other third party claim is performed as a service by Forest General Hospital and in no way relieves me of the obligation to pay the indebtedness as agreed hereinabove.	3. I agree that the filing of these third party claims as performed as a service by HOSPITAL and in no way relieves me of the obligation to pay in full for the goods and services rendered as agreed above.

HO's Form	FGH'S Form
4. I hereby authorize and direct that all such payment and proceeds shall be made directly to Forest General Hospital under the terms of this assignment.	4. Patient and/or patient's representative authorizes all resulting payments to be made directly to HOSPITAL under the terms of this assignment.
5. In the event that Forest General Hospital receives proceeds and/or payments in access of the indebtedness of debtor to Forest General Hospital arising out of any other period(s) of hospitalization and any other attorneys' fees and expenses for which I may be liable hereunder.	5. If overpayments occur as a result of this hospitalization, I authorize all amounts due to patient and/or guarantor to be applied to other outstanding hospital accounts for which patient and/or guarantor is responsible and I hereby assign all such overpayment to HOSPITAL for that purpose.
6. Notwithstanding anything herein to the contrary, assignments made herein shall remain in full force and effect until the entire indebtedness and any and all attorney fees and expenses for which I may be liable for hereunder has been paid in full.	6. this assignment of benefits will remain in full force and effect until the entire hospital bill is paid in full.

A comparison of statements in HO's "Payment Guaranty and Assignment of Insurance Benefits" form and FGH's "Consent for Treatment" form shows that in statements 1-4, the language in FGH's form is identical to HO's form. In statements 5 and 6, the statements FGH's forms are substantially similar to HO's form. These similarities are not the result of efficiency in language usage because there are other ways to achieve the result of 3rd party assignment of benefits without tracking the language in HO's form. Neither can the similarity be attributed to standard literary devices because the language in HO's form is new and unique when it was first introduced to the healthcare industry and not standard literary expression. The magazine articles and endorsement by MHA Diversified and VHA Gulf States support this view.

As a matter of policy and constitutional deference, the development and protection of a completely novel language to allow hospitals to claim from patients that they would have previously underwritten off as non-paying patients only encourages creativity and economic investments in finding new and more efficient ways to improve the collection systems of the healthcare industry. Had FGH introduced a new and improved way to collect payment from patients using only the ideas underlying HO's form with language that is essentially FGH's own, FGH would be entitled to their own copyright protection and would not be liable for the infringement of HO's form. As *Computer Associates International, Inc. v. Altai* (982 F.2d 693 (1992)) states:

“The interest of the copyright law is not in simply conferring a monopoly on industrious persons, but in advancing the public welfare through rewarding artistic creativity, in a manner that free use and development of non-protectable ideas and processes.”

However, based on the table above, it appears that FGH went beyond using the underlying ideas in HO’s “Payment Guaranty and Assignment of Insurance Benefits” form and actually copied the copyrighted language used to give effect to the idea. Furthermore, it would seem that FGH derived benefits from using HO’s copyrighted language because FGH entered into the contract dated January 26, 1998 with HO to use HO’s copyrighted language in its “Payment Guaranty and Assignment of Insurance Benefits” form.

It does appear that FGH was using some of the language in HO’s “Payment Guaranty and Assignment of Insurance Benefits” form, particularly statements 1, 3, 4, and 6 in the table above, before it was granted access to HO’s form through the contractual arrangement that it entered into with HO on January 26, 1998. This may be because the language was standard industrial language that enabled a hospital or healthcare provider to attempt to collect payment from third party payors. However, I am of the opinion that HO’s “Payment Guaranty and Assignment of Insurance Benefits” form is original expression that is different from standard industrial language. The response HO’s form received from the industry, evidenced by the multiple endorsements and magazine articles that acknowledged its impact on the collection efforts of healthcare providers, and the unprecedented success the form has had in recovering payments from third party payors, allow the inference that HO’s form is significantly different from standard industrial language (*see Italian Book Co. v. Rossi*, 27 F.2d 1014 (1928)).

I also note that statements 2 and 5 in the table above are not in the language of FGH’s “Consent for Treatment” form that predates FGH’s contractual relationship with HO. They are, however, in the “Consent for Treatment” forms that FGH provide their patients at intake after their contractual relationship with HO began up until now. These statement, I believe, represent HO’s “interest in the potential financial returns” from its use and licensing of its copyrighted form, which “derive from the lay public’s approbation of [its] efforts” (*see Arnstein v. Porter*, 154 F.2d 464 (1946)). The fact that these were reproduced after FGH entered into the contract with HO causes me to believe that FGH has wrongfully appropriated parts of HO’s “Payment Guaranty and Assignment of Insurance Benefits” form that belong exclusively to HO.

Breach of Contract

I am also of the view that FGH breached a contract with HO. An express contract was entered into between HO and FGH on January 26, 1998 and that contract was extended by memorandum agreement dated November 9, 1998 to February 2001. Although that contract had expired, FGH continued to use HO’s copyrighted form up until now. As copyright is a form of intellectual property, which is both non-exclusive (it cannot be made exclusive to HO because it is not a physical matter unlike real or personal property) and non-rivalrous (it does not deplete with use), the expiration of the express contract did not prevent FGH from continuously using

HO's form without HO's authorization. Even if the express contract did not apply here, there was an implied contract by law in that both FGH and HO understood that HO's form was copyrighted and that FGH could not use it nor authorize others to use it outside the license provided by the contract. When FGH used the HO's "Payment Guaranty and Assignment of Insurance Benefits" form without authorization after the express contract ended, it can be implied that a contract was created between HO and FGH that is based on similar terms to the express contract. The basis for this implied-at-law contract is the fact that both HO and FGH understood that "the language used in the guaranty form is copyrighted and can be used by FGH only while the contract is in full force and effect" (per clause 1 of the January 26, 1998 contract) and that in no circumstances could FGH use or authorize others to use the language in HO's copyrighted form without HO's authorization. Furthermore, because FGH benefitted from HO's form when they used it without HO's authorization, a quasi-contract can be established.

Whether the court finds a breach of an express, implied, or quasi contract, the breach here is a continuous breach as HO's "Payment Guaranty and Assignment of Insurance Benefits" form was used repeatedly without authorization. As FGH's continuous use of HO's form and its authorization of others to use the form's language at its facility is without authorization, the unauthorized use can be classified as a continuous breach of contract, which the District Court for the Southern District of Mississippi has recognized in *Singing River Electric Power Association v. Bell South Telecommunications Inc.* Furthermore, the discovery rule, which states that the statute of limitations does not begin to run until a plaintiff has some reason to be aware of the breach of contract and his resulting injury, is a question of fact for the jury. This question therefore requires a trial and cannot be resolved on summary judgment.

The discovery rule's application has been greatly expanded over time in Mississippi. See *Barnes v. Singing River Hosp. Sys.*, 733 So.2d 199 (Miss.1999) (Mississippi Tort Claims Act); *Georgia Pacific Corp. v. Taplin*, 586 So.2d 823 (Miss.1991) (workers compensation); *Staheli v. Smith*, 548 [10 So.3d 951] So.2d 1299 (Miss.1989) (defamation). At issue in all cases is when the plaintiff discovers their [sic] injury or disease. *Sweeney v. Preston*, 642 So.2d 332, 334 (Miss. 1994) (quoting *Williams v. Kilgore*, 618 So.2d 51, 55 (Miss.1992)). In *Sweeney*, the Court noted that, "knowledge that there exists a causal relationship between the negligent act and the injury or disease complained of is essential because `it is well-established that prescription does not run against one who has neither actual nor constructive notice of the facts that would entitle him to bring an action.'" *Id.* (*emphasis added*). Whether the plaintiff knew about the injury has typically been reserved as a jury question. *Barnes*, 733 So.2d at 205; [*Owens-Illinois, Inc. v. Edwards*, 573 So.2d [704,] 709 [Miss. 1990]. *Peavey Electronics Corp. v. Baan U.S.A.*, 10 So.3d 945 (Miss. App., 2009)

Conclusion. My opinion after an evaluation of the relevant documents and considering the issues as I understand as a professor and scholar of intellectual property, in particular copyright law, is that FGH's "Consent for Treatment" form is an infringement of HO's copyright in its "Payment Guaranty and Assignment of Insurance Benefits" form. Additionally, FGH also

breached a contract between FGH and HO through its continuous use and its authorization of others use of HO's copyrighted language without HO's authorization.



Alina Ng Boyte
Professor of Law
Mississippi College School of Law

EXHIBIT A

Alina Ng Boyte

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EXPERIENCE

Mississippi College School of Law

- Professor of Law (tenured); August 2013 - present
- Associate Professor of Law; August 2009 - August 2013
- Assistant Professor of Law; August 2007 - August 2009
- Courses: Property, Intellectual Property (Patent Law, Copyright Law, Advance Copyright Law), Cyberlaw and Cybersecurity Law, International Intellectual Property Law, Intellectual Property Law Survey, Law and Economics, Sales and Leasing

Multimedia Development Corporation, Malaysia

- Senior Executive; August 2004 - June 2007
- Executive; June 1997 - June 2000

EDUCATION

Stanford Law School, Palo Alto, California

- Doctor of the Science of Law (J.S.D.); June 2004
- Dissertation: Commercializing Motion Pictures and Sound Recordings through the Internet: Copyright Law and Technological Change (Dissertation Committee: Professors Paul Goldstein (advisor), Margaret Radin, Lawrence Lessig)
- Research Assistant, Professors Deborah Rhode and Lawrence Lessig
- Articles Editor; Stanford Journal of Environmental Law
- Fulbright Scholarship
- Member, Stanford Polo Club

Stanford Law School, Palo Alto, California

- Master of the Science of Law (J.S.M.); June 2001
- Thesis: The Economics of Intellectual Property: A Study of Proprietary Rights, Competition, and Technology Transfer in the Software Industry (Thesis advisor: Professor John Barton)
- Fulbright Scholarship

- Lieberman Fellowship, Stanford University

University of Cambridge, England

- Master of Law (LL.M.); June 1996
- Cambridge Commonwealth Scholarship

University of London, England

- Bachelor of Law (LL.B.); June 1995
- Champion's Trophy for Top Student
- Director's Prize for Best Exam in Jurisprudence and Legal Theory

PUBLICATIONS

BOOKS

- COPYRIGHT AND PROGRESS OF SCIENCE AND THE USEFUL ARTS (Edward Elgar Publishing Co. 2011)

ARTICLES

- *Identifying Truth in American Public Discourse*, forthcoming in DUQUESNE L. REV. (2018)
- *Picking At Morals: Analytical Jurisprudence in the Age of Naturalized Ethics*, 26 S. CAL. INTERDISC. L.J. 493 (2017)
- *The Conceits of Our Legal Imagination: Legal Fictions and the Concept of Deemed Authorship*, 17 N.Y.U. J. LEGIS. & PUB. POL'Y 707 (2014)
- *Finding Copyright's Core Content*, 10 U. ST. THOMAS L. J. 744 (2013)
- *Copyright and Moral Norms*, 14 LOY. J. PUB. INT. L. 57 (2012)
- *Literary Property and Copyright*, 10 NW. J. TECH. & INTELL. PROP. 531 (2012)
- *Rights, Privileges and Access to Information*, 42 LOY. U. CHI. L. J. 89 (2010)
- *When Users Are Authors: Authorship in the Age of Digital Media*, 12 VAND. J. ENT. & TECH. L. 853 (2010)
- *The Author's Rights in Literary and Artistic Works*, 9 J. MARSHALL REV. INTELL. PROP. L. 453 (2009)

- *The Social Contract and Authorship: Allocating Entitlements in the Copyright System*, 19 FORDHAM INTELL. PROP. MEDIA & ENT. L.J. 413 (2009)
- *Authors and Readers: Conceptualizing Authorship in Copyright Law*, 30 HASTINGS COMM. & ENT. L. J. 377 (2008)
- *Copyright's Empire: Why the Law Matters*, 11 MARQ. INTELL. PROP. L. REV. 337 (2007)

SELECTED PRESENTATIONS

- “*Identifying “Truth” in American Public Discourse*,” Shall These Bones Live? Resurrecting Truth in American Law and Public Discourse Symposium, Duquesne University School of Law, November 16-17, 2017
- “*How the Forces of Anti-Globalization, Nationalism, and Populism Are Shaping the Law: The Role and the Rule of Law*,” What’s Law Got To Do With It: Examining the Role of Law in a Changing World Conference, Stanford Law School, November 3, 2017
- *Discussant, Comparative Law Discussion Group*, South Eastern Association of Law Schools, Boca Raton, July 6, 2017
- *Free Will and Legal Responsibility*, South Eastern Association of Law Schools Works-in-Progress, Boca Raton, July 5, 2017
- *Moderator, Patent and Copyright New Scholars Panel*, South Eastern Association of Law Schools, Amelia Island, August 2, 2016
- *Global Pathways for Women in SPILS*, Stanford Law School, Palo Alto, October 17, 2015
- “*Free Will and Legal Responsibility*,” Free Will Conference, Insight Institute of Neurosurgery and Neuroscience, October 10-11, 2014
- “*Finding Copyright’s Core Content*,” Intellectual Property and Religious Thought Conference, St. Thomas Law School, Minneapolis, April 5, 2013
- “*Copyright and Moral Norms*,” Faculty Exchange, University of Mississippi School of Law, Oxford, March 7, 2012

- “*Copyright and Moral Norms*,” Intellectual Property Scholars Conference, De Paul University Law School, Chicago, August 11-12, 2011
- “*The Author as a Social Construct*,” Law and Society Annual Meeting, San Francisco, June 2-5, 2011
- “*Authentic Authorship*,” Intellectual Property Scholars Roundtable, Drake Law School, April 1-2, 2011
- “*Literary Property*,” Association of Law, Property, and Society Annual Meeting, Georgetown Law Center, March 4-5, 2011
- “*Property & Contracts*,” AALS Mid-Year Meeting, Property Section, June 11-12, 2010
- “*The Ethics of Authorship*,” Midwestern Political Science Association Annual Meeting, Chicago, April 22-25, 2010
- “*The Idea of a Use Right*,” Association for Law, Property, and Society Annual Meeting, Georgetown Law Center, March 5-6, 2010
- “*Artistic Norms, Property Rights, and Copyright*,” Panel on Art Law, AALS Annual Meeting 2010, New Orleans, January 6-10, 2010
- “*Rights, Privileges, and Access to Information*,” Junior Property Scholars Works-in-Progress, AALS Annual Meeting 2010, New Orleans, January 6-10, 2010
- “*When Users Are Authors: Authorship in the Age of Digital Media*,” Vanderbilt Journal of Entertainment and Technology Law Symposium, October 23, 2009
- “*Owning Literary and Artistic Works*,” Conference on Innovation and Communication Law, University of Louisville, Aug. 21-22, 2009
- “*The Author’s Rights in Literary and Artistic Works*,” Midwestern Political Science Association Annual Conference, Chicago, Apr. 2-5, 2009
- “*Property Rights and Access to Information*,” Intellectual Property Scholars Roundtable, Drake Law School, Feb. 27-28, 2009
- “*Authorial Rights in the Copyright System*,” Works-in-Progress Intellectual Property Conference, Tulane Law School, Oct. 3-4, 2009
- “*The Social Contract and Authorship*,” Intellectual Property Scholars Conference, Stanford Law School, Aug. 7-8, 2008

- “*Inalienability of Property in Literary and Artistic Works*,” Junior Property Scholar Workshop, Widener Law School, Feb. 8-9, 2008

FACULTY COMMITTEES

- Admissions (2007-2009)
- Scholarship & Faculty Development (2007 – 2017)
- Faculty Recruitment (2009 – present)
- Promotion & Tenure (2017 - present)
- Faculty Council Mississippi College (2011 - present)
- Chair, Academic Program (2016 - present)

PROFESSIONAL MEMBERSHIP

- Law and Society Association
- Copyright Society of USA
- ALAI (Association Littéraire et Artistique Internationale) - USA
- American Branch of the International Law Society
- International Society for the History and Theory of Intellectual Property (ISHTIP)
- Society of Legal Scholars