

Verification Report: Meridian_v_Atlas_Memorandum.pdf

10 references analyzed — 4 flagged, 6 verified, 0 unverifiable.

Document Summary

Summary:

Plaintiff Meridian Analytics LLC is moving for partial summary judgment, arguing that the material facts are not in genuine dispute and that judgment as a matter of law is appropriate. The memorandum makes three main arguments:

- Agency Interpretation:** Courts must exercise independent judgment, overturning the prior deference standard set by *Chevron U.S.A., Inc. v. Natural Resources Defense Council, Inc.*, as clarified by *Loper Bright Enterprises v. Raimondo*.
- Contract Claims:** Ambiguity in the contract must be resolved against the drafter, citing *Restatement (Second) of Contracts § 206* and *Northgate Partners v. Halvorsen Industries*.
- Damages:** Lost-profits damages are recoverable if established with reasonable certainty, referencing *Comcast Corp. v. Behrend* and *In re Cascadia Licensing Litigation*.

Key Citations:

- **Celotex Corp. v. Catrett*, 477 U.S. 317 (1986) (Standard for summary judgment)
- **Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242 (1986) (Standard for summary judgment)
- **Chevron U.S.A., Inc. v. Natural Resources Defense Council, Inc.*, 467 U.S. 837 (1984) (Agency deference standard, now superseded)
- **Loper Bright Enterprises v. Raimondo*, 603 U.S. 369 (2024) (Rejection of agency deference)
- **Peterson v. Digital Frontier Corp.*, 601 U.S. 999 (2024) (Cited by defendant, but not relevant to the core argument)
- **Restatement (Second) of Contracts § 206* (Contract interpretation rule)
- **Northgate Partners v. Halvorsen Industries*, 994 F.3d 1122 (3d Cir. 2021) (Third Circuit application of contract interpretation)
- **Marbury v. Madison*, 5 U.S. 137 (1803) (Cited regarding contract provisions)
- **Comcast Corp. v. Behrend*, 569 U.S. 27 (2013) (Damages model requirement)
- **In re Cascadia Licensing Litigation*, 887 F. Supp. 3d 455 (D.N.J. 2023) (Rejection of defendant's proposed damages measure)

Flagged References

#	Citation	Pg	Problem	Link
1	Peterson v. Digital Frontier Corp., 601 U.S. 999 (2024)	1	No case at 601 US 999 in CourtListener's corpus.	

#	Citation	Pg	Problem	Link
2	Northgate Partners v. Halvorsen Industries, 994 F.3d 1122 (3d Cir. 2021)	2	No case at 994 F3D 1122 in CourtListener's corpus.	
3	In re Cascadia Licensing Litigation, 887 F. Supp. 3d 455 (D.N.J. 2023)	2	No case at 887 FSUPP3D 455 in CourtListener's corpus.	
4	Anderson v. Liberty Lobby, Inc., 477 U.S. 242 (1986)	1	Genuine but barely relevant to this document (importance 3/10) — possible citation padding.	

Verified References (6)

#	Citation	Pg	Imp	Verified via	Link
1	Loper Bright Enterprises v. Raimondo, 603 U.S. 369 (2024)	1	10	CourtListener	
2	Comcast Corp. v. Behrend, 569 U.S. 27 (2013)	2	9	CourtListener	
3	Restatement (Second) of Contracts § 206	2	8	VARIA	
4	Chevron U.S.A., Inc. v. Natural Resources Defense Council, Inc., 467 U.S. 837 (1984)	1	6	CourtListener	
5	Celotex Corp. v. Catrett, 477 U.S. 317 (1986)	1	3	CourtListener	
6	Marbury v. Madison, 5 U.S. 137 (1803)	2	1	CourtListener	

Verification Summary

6 of 10 references were verified as genuine (5 via CourtListener, 1 via VARIA). Average genuineness score: 8.0/10.