

Learn Important Lessons Watching These Mock Trials

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STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

John Doe,

Case No. 12-cv-1223-456

Plaintiff,

v.

CONFIDENTIALITY AGREEMENT

ABC Corporation,

Defendants.

This Confidentiality Agreement for an independent contractor is entered into between Nichols Kaster, PLLP ("The Company") and the undersigned independent contractor.

The independent contractor acknowledges and agrees that all memoranda, notes, records, statements, reports and documents of every kind made available to him/her concerning the above-captioned case are confidential records. The independent contractor shall not disclose this information to third parties, or share or remove such information from the Company's premises and shall immediately relinquish originals of any such information upon termination of his/her contract.

ACCEPTED BY:

Date:

Name of independent contractor

Signature of independent contractor

GROUND RULES

Please do not leave the facility during any of the breaks; that will help us stay on schedule.

Do not discuss the case with the other jurors during any of the breaks. You should only discuss the case in deliberations.

Please do not interrupt the attorneys while they are giving presentations. The attorneys have been told that they may not answer any questions during their presentations. However, if you cannot hear what is being said or cannot see a document on the screen, please let us know.

After you leave today, you may not discuss the case with anyone, as stated in the confidentiality agreement you have signed. In return, we will keep your identity as a participant confidential as well.

OTHER ISSUES:

You have **notepads** in front of you; you are welcome to use them to take notes, or not, depending on your preference. However, you must leave all of your notes here at the end of the session.

The attorneys will be showing you some documents during their presentations. There will be a copy of each of these exhibits in your deliberation room for you to examine more closely.

All of the transcripts and documents are authentic. However, the **significance and interpretation** of these exhibits are often in dispute and left for you as jurors to decide.

Your task for the evening is to keep an open mind until you have heard both sides, then give your honest opinions. You should not feel that there is any need to change your opinion, or “go along with the majority.” There are no “right” or “wrong” answers to any of the questions you will be asked today, and we anticipate that there will be differences of opinion among a group of this size.

John Doe v. ABC Corporation

Name: _____

Age: _____

Ethnicity: _____

City: _____

Occupation: _____

Employer: _____

Income: _____

Education: _____

Spouse Occupation: _____

Reaction Questionnaire #1

Name: _____

This questionnaire concerns only your feelings and thoughts right now. You will not be held to these answers later in the study.

1. What are the **three (3) strongest** pieces of evidence or arguments made by the attorney for John Doe?

1. _____

2. _____

3. _____

2. What are the **three (3) weakest** pieces of evidence or arguments made by the attorney for John Doe?

1. _____

2. _____

3. _____

3. Based on what you have heard so far, do you think that John Doe's contract was breached?
Yes, No, or Not Sure. (Circle one).

4. What evidence do you rely on for your response to Question No. 3?

5. Based on what you have heard so far, do you think John Doe's actions were reasonable under the circumstances?

Yes because:

No because:

Not sure because:

6. Based on what you have heard so far, do you think ABC Corporation's actions were reasonable under the circumstances?

Yes because:

No because:

Not sure because:

7. What amount of money, if any, would be fair and reasonable to compensate John Doe for the breach of his contract?

\$ _____

How did you arrive at this amount?

THE QUESTIONNAIRE IS NOW COMPLETED. THANK YOU.

Reaction Questionnaire #2

Name: _____

This questionnaire concerns only your feelings and thoughts right now. You will not be held to these answers later in the study.

1. How did hearing the defense presentation change your feelings about this case?

2. What are the **three (3) strongest** pieces of evidence or arguments made by the attorney for ABC Corporation?

1. _____

2. _____

3. _____

3. What are the **three (3) weakest** pieces of evidence or arguments made by the attorney for ABC Corporation?

1. _____

2. _____

3. _____

4. Based on what you have heard so far, do you think that John Doe's contract was breached? Yes, No, or Not Sure. (Circle one).

5. What evidence do you rely on for your response to Question No. 4?

6. Based on what you have heard so far, do you think John Doe's actions were reasonable under the circumstances?

Yes because:

No because:

Not sure because:

7. Based on what you have heard so far, do you think ABC Corporation's actions were reasonable under the circumstances?

Yes because:

No because:

Not sure because:

8. What is your reaction to the defense attorney's arguments as to what amount of money would be appropriate compensation for John Doe?

9. Is there anything about the arguments made by the defendant's attorney that you disagree with or have questions about? Yes or No (circle one).

If **yes**, please explain:

10. What amount of money, if any, would be fair and reasonable to compensate John Doe for the breach of contract?

\$ _____

How did you arrive at this amount?

THE QUESTIONNAIRE IS NOW COMPLETED. THANK YOU.

JURY INSTRUCTIONS

BURDEN OF PROOF

You must decide all the issues in this case based on the greater weight of the evidence.

1. This means that in order to answer any question on the verdict form “yes” the **greater weight of the evidence** must support such an answer.
2. **Greater weight of the evidence** means that all of the evidence must lead you to believe it is more likely that the fact is true than not true.
3. John Doe has the burden of proving his claims by the greater weight of the evidence.

SYMPATHY, PREJUDICE AND EMOTION

You must not permit sympathy, prejudice or emotion to influence your verdict.

BREACH OF CONTRACT

To prevail on his breach of contract claim, John Doe must prove that he had a contract with ABC Corporation and that ABC Corporation breached the terms of that contract, causing John Doe damages.

A contract exists when the parties agree with reasonable certainty about the same thing, and on the same terms, and about the same time. In other words, there must be an agreement between the parties on all the essential terms of the contract. A contract may be made orally, in writing, or by the actions of the parties, or by a combination of all three.

The usual way a contract is made is by an offer from one party, which is accepted by the other party. There must also be consideration to support the contract. An “offer” indicates that one party is willing to make a contract. The offer must be made under circumstances where the other party is justified in understanding that the offer is serious, and acceptance will result in a contract. The essential terms of the offer must be reasonably clear, definite, and certain. The offer must be communicated to the other party. The other party must “accept” the essential terms of the offer without substantial change. The acceptance must be communicated to the party who made the offer. If the party making the offer asks for a promise, giving the promise is an acceptance. If the party making the offer asks for an act, the start of the act is an acceptance by the other party. “Consideration” is a benefit received or something given up or exchanged, as agreed between the parties.

A contract is breached when there is a failure to perform an important part of the contract. This breach occurs when one party fails to carry out part of the contract that required performance, or denies that the contract exists.

SPECIAL VERDICT FORM

Name: _____

We, the jury, return the following answers to the questions of fact presented to us:

BREACH OF CONTRACT

1. Did ABC Corporation breach the contract with John Doe to provide certain payments and services? _____ Yes _____ No

(If your answer is No, you are done. If your answer is Yes, proceed to Question 2.)

2. What amount of money, if any, will fairly and adequately compensate John Doe for the damages directly caused by the breach of contract? \$ _____

FINAL REACTION QUESTIONNAIRE

Name _____

This Questionnaire concerns your final, personal thoughts. Your answers DO NOT need to agree with your earlier thoughts. Please answer as if you alone are the Judge.

1. What aspects of the case became clearer to you, or did you change your mind about, during the discussion?

2. How did hearing what the law is change how you feel about the issues in the case?

3. Do you think that John Doe's contract was breached? Yes, No, or Not Sure. (Circle one).

4. What evidence do you rely on for your response to Question No. 3?

5. If you could make the decision all by yourself, what amount of money, if any, would be fair and reasonable to compensate John Doe?

\$ _____

6. What are you basing your decision on in your answer to Question No. 5? What is it that makes you feel this sum is fair and adequate for John Doe?

7. What other information would you like to know about the situation or the people involved in order to make a decision in this case?

8. Any other comments or thoughts about this case?

THIS QUESTIONNAIRE IS NOW COMPLETED. THANK YOU.