

FIRST COURT

FOUR HOUR SETTLEMENT TRIAL AGREEMENT

The parties agree that FIRST COURT will conduct a four hour Settlement Trial for _____ & _____ (“CLIENTS”) in the _____ v _____ matter, on the following terms:

A. DATE, TIME & LOCATION The Online Presentations & Individual Feedback portion of the Settlement Trial will take place on [date] 2014 from 6:00 pm until 9:00 pm; the face-to-face group deliberation will take place the next day, on [date] 2014, from 3:00 – 5:00 pm at a local videoconferencing center.

B. ARBITRATOR The parties will select a mutually agreeable arbitrator under the Uniform Arbitration Act [citation] no later than [date, 2014]. The ARBITRATOR will resolve all disputes under this agreement.

C. JURORS

1. The Settlement Trial will consist of 12 - 14 jurors, recruited and compensated by First Court. The parties understand that First Court cannot compel jurors to participate, and so the exact number of jurors will be determined on the date of trial.
2. First Court will recruit an initial pool of 20 potential jurors. A strong effort will be made to recruit only jurors from ___ County, and the 20 potential jurors will mirror the demographics of ___ County in terms of Age, Race, Education and Work Experience.
3. The jurors will each answer, in front of a camcorder, First Court’s standard background questions and three additional non-conditioning questions from each party. First Court will record these answers, and provide the video of the potential jurors to CLIENTS for their analysis. You must provide your three questions 21 days prior to your trial date.
4. At a mutually agreeable time approximately one week prior to the four hour Settlement Trial First Court will setup a pre-trial conference call with the parties for the purpose of final jury selection. ARBITRATOR will consider arguments to remove any potential juror for cause. Each side will then have three peremptory strikes, beginning with Plaintiff.
5. Each party agrees to have no contact of any kind with any of the jurors prior to trial.
6. First Court will take reasonable steps to encourage each of the selected jurors to actually participate in the Settlement Trial. However, the parties acknowledge that all of the selected jurors may not show up, and specifically agree to continue the trial with whatever number of jurors appears for jury duty at the designated time and place.

D. PRE-TRIAL PROCEDURE

Each CLIENT is responsible for videotaping their own presentation, which can include testimony, exhibits and argument. CLIENTS are strongly encouraged to review the script of their presentations with one another, and eliminating objectionable content—before recording their presentation.

Opposing counsel must be allowed to cross examine any witness whose direct examination is incorporated into any presentation.

Fourteen calendar days before the Settlement Trial, each CLIENT will provide opposing counsel, First Court and the ARBITRATOR with their video presentations, along with an Order of Witnesses and Exhibits, a Statement of Uncontroverted Facts, a verdict form, abbreviated jury instructions (limit 300 words); and all proposed feedback questions for the jury. Sanctions may be applied for missing this deadline. CLIENT agrees to discuss any concerns raised by these materials with opposing counsel and make a good faith effort to resolve any disagreements without involving the ARBITRATOR.

ARBITRATOR will schedule a pre-trial conference to discuss this material with CLIENT and to consider any objections. CLIENT agrees to pay a Losing Objection Fee of \$100 whenever they lose an objection at the pre-trial conference.

As a convenience for our clients, First Court will record the presentation of any CLIENT from that client's office. Internet bandwidth sufficient to handle video is required (5 megs up minimum). The additional cost of this service is \$120/hour.

E. TRIAL PROCEDURE

7. First Court will provide a Vulcan Interactive jury feedback system. This allows CLIENTS to understand the reactions and questions of the jurors as the case unfolds.
8. AGENDA The following time limits will be strictly enforced: Plaintiff shall have 70 minutes; Defendant(s) shall have 50 minutes.
 - o 10 minutes -- First Court explains trial process and reads Uncontroverted Facts to the jurors. Initial Feedback Questions.
 - o 60 minutes – Plaintiff's Video Presentation
 - o 10 minutes – Feedback Questions
 - o 5 minutes – Break
 - o 50 minutes – Defense Video Presentation
 - o 10 minutes – Feedback Questions
 - o 10 minutes – Plaintiff's Rebuttal Presentation
 - o 5 minutes – First Court reads Defense Closing Comments (400 words max)
 - o 5 minutes – First Court reads Plaintiff Closing Comments (500 words max)
 - o 10 minutes – Jury Instructions; Final Feedback Questions; Selection of Jurors to Deliberate

F. FINAL AWARD The rebuttable presumption of this agreement is that the ARBITRATOR will craft a final award consisting of an average of the individual and group verdicts. The highest and the lowest Individual Verdicts will not be included in calculating this average. The parties agree that the ARBITRATOR may remove unfit jurors from the trial, may discount the influence of any juror the ARBITRATOR deems to be unfit, and may adjust the final award for any material mistakes of law or fact reflected in the reasoning of the jurors. The parties may submit post-trial briefs of up to ten pages (double spaced) addressing any concerns they may have with the jurors, the trial process or the verdicts.

G. PAYMENT First Court's Total Service Fee for the above is \$14,000, which includes professional time, facilities, food, technology, jury recruiting, and juror stipends. The Total Service Fee also includes a Losing Objection fund of \$1,000 (\$500/side), which will be refunded to the parties after deducting any applicable Losing Objection Fees incurred.

The above does NOT include any compensation for the ARBITRATOR, who will be selected and compensated by the parties. The additional cost of hiring First Court as the ARBITRATOR is \$2,000, which would then bring the Total Service Fee to \$16,000.

A non-refundable deposit of \$5,000 is required to hold a trial date. The entire Total Service Fee is due 30 days before the date of the Settlement Trial. The cancellation/re-scheduling fee for this Settlement Trial is \$5,000 if First Court receives 20 or fewer calendar days notice.

Dated: [date], 2014

Michael G. Liffriq
First Court, Inc.

, LLP

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Arbitrator

, LLP