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Jury Pool: Familiar with Technology

Generation Y ............................... 40%
(1980 onward)

Generation X ............................... 40%
(1965-80)

Remainder .................................. 20%
(pre-1965)
Show the Evidence: No Matter How Eloquently You Speak

85% of human knowledge is absorbed through the use of sight

Weiss and McGrath, Technically Speaking: Oral Communication for Engineers, Scientists and Technical Personnel.
Visual Litigation: A Picture is Worth 1000 Words
## Mixed Media = Better Retention

### Retention After 3 Days

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<tr>
<th>Method</th>
<th>Percentage</th>
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<tr>
<td>Telling</td>
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*Weiss and McGrath, Technically Speaking: Oral Communication for Engineers, Scientists and Technical Personnel.*
Shorter Trial, More Evidence

Efficiency

Up to 3x - 4x Quantity of Evidence

30-50% Reduction Trial Time
Trial Presentation:
 Doesn’t Look Flashy

Buyer’s Guide to
ANNUITIES

WHAT IS AN ANNUITY?
An annuity is a series of payments made at regular intervals. You can buy annuity contracts from life insurance companies. In return for premiums that you pay, the company will pay you an annuity. The main reason to buy an annuity contract is to obtain an income, usually for retirement purposes. An annuity contract is not a life insurance policy or a health insurance policy. It is not a savings account or savings certificate, nor should it be bought for classroom purposes.

TYPES OF ANNUITY CONTRACTS
Annuity contracts may be classified in a number of ways. The most common classifications are listed below.

Annuity contracts may be either immediate or deferred. Immediate annuity contracts provide income payments that start shortly after you pay the premiums. Deferred annuity contracts provide income payments that start later, often many years later.

Annuity contracts may be either single premium or installment premium. Single premium contracts require you to pay the company only one premium. Installment premium contracts are designed for a series of premiums. Most of these are flexible premium contracts, they allow you to pay as much as you wish whenever you wish, within specified limits. Others are scheduled premium contracts, which specify the size and frequency of your premiums.

Annuity contracts may be either individual or group. Individual contracts cover only one or two persons. Group contracts cover a specified group of people.

Annuity contracts may be fixed, variable, or a combination of both. During the deferred period of a fixed annuity contract, premiums (and charges) are accumulated at rates of interest set by the company. The amount of each annuity payment is determined when payments begin. During the deferred period of a variable annuity, the value of the accumulated premium (less charges) varies with the performance of a specified pool of investments. The amount of annuity payments also varies with the performance of the pool. Combination annuities allow you to put part of your premium in a fixed annuity and part in a variable annuity.

Some companies offer deposit fund arrangements under the provisions of their life insurance policies or annuity contracts. These arrangements allow you to pay amounts, in addition to your premiums, which will be accumulated at interest in much the same way as under a deferred fixed annuity contract. The balance of this Buyer’s Guide deals specifically with deferred fixed annuity contracts and, therefore, is generally applicable to deposit fund arrangements also.

ANNUITY CONTRACT FEATURES
Your value in the contract consists of the premiums you have paid, less charges, plus interest credited. This value is used to calculate the amount of most benefits that you will receive. Charges, interest and benefits are explained below.
Trial Presentation:
Control Jurors’ Focus

Buyer’s Guide to
ANNUITIES

WHAT IS AN ANNUITY?
An annuity is a series of payments made at regular intervals. You can buy annuity contracts from life insurance companies. In return for premiums that you pay, the company will pay you an annuity. The main reason to buy an annuity contract is to obtain an income, usually for retirement purposes. An annuity contract is not a life insurance policy or a health insurance policy. It is not a savings account or savings certificate, nor should it be bought for short-term purposes.

TYPES OF ANNUITY CONTRACTS

ANNUITY CONTRACT FEATURES

Your value in the contract consists of the premiums you have paid, less charges, plus interest credited. This value is used to calculate the amount of most benefits that you will receive. Charges, interest and benefits are explained below.
Q. Okay. Thanks. So is that your signature on the bottom right-hand corner of the application?
A. Yes, it is.
Q. And did you sign the application in 2005?
What Do Judges Say?

“I was trying cases when you got your felt pen out or wrote on a blackboard. And now, of course, technology exists, and I’ve tried some cases with a lot of in-courtroom technology being used and it’s very good, if well done. But! It can be screwed up. If it collapses on you, now you’ve a problem. Or if you can’t run it right, you have a problem. But, if done right, you have a great thing because juries are used to video presentations, bits and pieces of information being sent at them. So I think it works well, if done right.”

Hon. Joseph Huber, Santa Clara County Superior Court
"Juries seem to love visuals, even if it’s just jury instructions. I see it more and more."

Hon. Jerome E. Brock, Santa Clara County Superior Court.
"I want you to know that you have had an opportunity by being jurors on this case to participate in one of the most well-prepared, if not the most well-prepared, cases that I have seen, that you have been on the cutting edge as far as technology in the courtroom, that you have had an opportunity to see a case presented by people who clearly know what they're doing and how to do it. We have some technology that I have not used in my courtroom before. And we all had some concern about how is that going to work, and it worked very, very well."

Hon. Bonnie Sabraw (ret.), Alameda County Superior Court
Trial Presentation
NOTICE TO PARTIES: THIS MARITAL PROPERTY AGREEMENT AFFECTS IMPORTANT PROPERTY RIGHTS. YOU SHOULD SEEK INDEPENDENT LEGAL COUNSEL BEFORE SIGNING THIS AGREEMENT.

MARITAL PROPERTY AGREEMENT

This Marital Property Agreement (this "Agreement") is entered into this 31st day of March, 2004, between FRANK MCCOURT ("FRANK") and JAMIE MCCOURT ("JAMIE"), in the City of Los Angeles, County of Los Angeles, with reference to the following facts:

1. FRANK and JAMIE are contemplating moving to California and desire to define their property rights as California residents.
2. FRANK and JAMIE are presently married.
3. FRANK has disclosed to JAMIE that he holds directly and as a beneficiary of trust, substantial property interests and significant income from various sources, including, without limitation, his business and investment interests.
4. JAMIE has disclosed to FRANK that she holds directly and as a beneficiary of trust, substantial property interests and significant income from various sources, including, without limitation, her business and investment interests.
5. FRANK has been advised to seek separate and independent counsel to advise him of his rights and obligations under this Agreement.
6. JAMIE has been advised to seek separate and independent counsel to advise her of her rights and obligations under this Agreement.
7. For good and valuable consideration, including, without limitation, the mutual promises contained in this Agreement, the parties agree to define their respective rights in the assets, names and liabilities and other property that such of them may have or may acquire.
8. The parties intend that, except as may be expressly set forth in this Agreement, all property, real and personal, currently owned by either of them shall be that party's separate property, and that neither shall acquire any interest or right to any of the property of the other.

FRANK and JAMIE hereby agree as follows:

1. Assuming California Residence

This Agreement shall become effective upon either or both of FRANK and JAMIE becoming residents of California and subject to California law with respect to the division of their assets for any reason (the "Effective Time"). The rights of JAMIE and FRANK with respect to the property owned by either of them at the Effective Time or acquired thereafter.
3/29 Before Call to Jamie

EXHIBIT A

TAN OR SEPARATE PROPERTY ASSETS AS A REQUISITE

1. Bank Accounts - all accounts currently listed solely in Frank’s name.

2. Stock, Bonds, Mutual Funds - all securities and securities accounts currently listed solely in Frank’s name.

3. Real Property/Corporations, Partnerships and LLCs - all real estate and other assets owned by The McCall Real Estate Limited Partnership through liabilities assets in which Frank is the sole limited partner and the owner of 100% of the stock of the sole general partner for The McCourt Company, Inc. Assets EXPO (1) approximately 32 acres of land in the Santa Monica district of Hollywood, (2) all assets of the Los Angeles Dodgers baseball owned by Los Angeles Dodgers LLC and (3) 175 acres of land located in Chino, Riverside, Los Angeles, California. The total value of the property may exceed $500 million dollars.

4. Personal Property - personal jewelry and boats, clothing and vehicles as to which Frank is the sole owner.

5. Liabilities - all liabilities related to the assets of The McCourt Real Estate Limited Partnership and its subsidiaries and all liabilities as to which Frank is the sole. The total liabilities referred to exceed $500 million dollars.
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**EXHIBIT A**

**FRANK'S SEPARATE PROPERTY ASSETS & LIABILITIES**

1. Bank Accounts - all amounts currently listed solely in Frank's name.
2. Stocks, Bonds, Mutual Funds - all securities and securities accounts currently listed solely in Frank's name. Excludes the following:
   - [Details in text]
3. Real Property - homes, apartments, and other properties owned by Frank individually. Excludes:
   - [Details in text]
4. Personal Property - personal property and vehicles as to which Frank is the record owner.

**LHD** - [Handwritten signature]

**Kane** - [Handwritten signature]

**Date** - [Handwritten date]

**Page** - [Handwritten page number]

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**Note:** The text is partially obscured and handwritten, making some parts difficult to read.
3/31 and 4/14 "California Version"

EXHIBIT A

PLAINTIFF'S SEPARATE PROPERTY ASSETS & LIABILITIES

1. Bank Accounts - all accounts currently listed solely in Plaintiff's name.

2. Stocks, Bonds, Mutual Funds - all ownership and investment accounts currently listed solely in Plaintiff's name including the following: Plaintiff's stock interest in The McClure Company, Inc., and his interest as a limited partner of The McClure-Brookes Limited Partnership, "MBLP," including within the ownership of real estate and other assets owned directly or through subsidiary entities, all real estate and other assets owned directly or through subsidiary entities by MBLP including without limitation (1) approximately 25 acres of land in the Brooklin East District of Boston, Massachusetts, (2) all assets of the Los Angeles Dodgers baseball team owned by Los Angeles Dodgers LLC and (3) 5% interest in television in Chavez Ravine, Los Angeles, California.

3. Personal Property - personal jewelry and clothing and boats and vehicles as to which Plaintiff is the record owner.

4. Liabilities - all liabilities as to which Plaintiff is the record owner as to which Plaintiff is not the record owner.
**EXHIBIT A**

**FRANK’S SEPARATE PROPERTIES ASSETS & LIABILITIES**

1. Bank Accounts - all accounts currently listed solely in Frank’s name.

2. Stocks, Bonds, Mutual Funds - all securities and securities accounts currently listed solely in Frank’s name. Include the following: Frank’s stock interest in The McCourt Company, Inc. and his interest as a limited partner of The McCourt Syndicate Limited Partnership. ("MCSP") including all real estate and other assets owned directly or through subsidiary entities by MCSP, including without limitation (a) approximately 55 acres of land in the Sagamore District of Nantucket, Massachusetts; (b) all assets of the Los Angeles Dodgers Baseball team owned by Los Angeles Dodgers LLC and (c) 376 acres of land located in Chino, California, Los Angeles, California.

3. Personal Property - personal jewelry and clothing and boats and vehicles as to which Frank is the owner.

4. Liabilities - all liabilities as to which Frank is the owner and as to which Inside is not the owner.
EXHIBIT A
FRANK'S SEPARATE PROPERTY ASSETS & LIABILITIES

1. Bank Accounts - all accounts currently listed solely in Frank's name.
2. Stocks, Bonds, Mutual Funds - all securities and securities accounts currently listed solely in Frank's name. Examples of the following: Frank's stock interest in The McCourt Company, Inc. and his interest as a limited partner of The McCourt-Stockton Limited Partnership ("MCLP") including all real estate and other assets owned directly or through subsidiary entities by MCLP including without limitation (1) approximately 15% ownership of land in the Inland Empire District, California; (2) all assets of the Los Angeles Dodgers baseball teams owned by Los Angeles Dodgers LLC; and (3) all assets of land located in Chino, Rancho, Los Angeles, California.
3. Personal Property - personal jewelry and clothing and boats and vehicles as to which Frank is the sole owner.
4. Liabilities - all liabilities as to which Frank is the maker and as to which Janie is not the maker.
EXHIBIT A
FRANK’S SEPARATE PROPERTY ASSETS & LIABILITIES

2. Stocks, Bonds, Mutual Funds - all securities and securities accounts currently listed solely in Frank’s name exclusive of the following: Frank’s stock interest in The McCourt Company, Inc. and his interest as a limited partner of The McCourti-Broderick Limited Partnership (“MBLP”) including within this exclusion all real estate and other assets owned directly or through subsidiary entities by MBLP including without limitation (1) approximately 25 acres of land in the Seaport District of Boston, Massachusetts; (2) all assets of the Los Angeles Dodgers baseball team owned by Los Angeles Dodgers LLC and (3) 276 acres of land located in Chavez Ravine, Los Angeles, California.
Robert Blake Trial

Ron Ito, Brian Tym dall, and Steve Eguchi with one of the Robert Blake murder books (Stefano Paltera)
Police, Defense and Plaintiff Experts Agree on Point of Impact
Police, Defense and Plaintiff Experts Agree on Point of Impact
Unmarked Crosswalk
Aerial View
Unmarked Crosswalk
Aerial View
Police, Defense and Plaintiff Experts Agree on Point of Impact
Police, Defense and Plaintiff Experts Agree on Point of Impact
You are instructed that, as a matter of law, an unmarked crosswalk exists at the western edge of the intersection at Los Prados and Lago. However, it is for you to determine whether Mr. Yao was walking within this unmarked crosswalk.