

INDIANA BAR FOUNDATION

INDIANA HIGH SCHOOL MOCK TRIAL 2019 CASE MATERIALS Q&A

QUESTIONS SUBMITTED (JANUARY, 2019)

- Q1.** Is this trial bifurcated into liability and damages phases? There's no explicit reference in the case to bifurcation, but there is also no evidence relating to amount of damages. Bifurcation would be consistent with previous civil cases in Indiana.
- Answer: The Case Committee takes no position as to whether or not damages are an issue at trial. It is up to each team to determine its strategy and whether or not to incorporate damages into its argument.
- Q2.** Ex. 8 is titled "School Accident Report Form," yet in the introductory section is seemingly referred to as "Student Accident Report Form." Is there meant to be a discrepancy here?
- Answer: There was no intended discrepancy. Furthermore, please refer to the following statements referring to the information provided in the Case Background:
 - "THIS BACKGROUND IS FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT BE REFERRED TO AT TRIAL – FOR IMPEACHMENT PURPOSES OR OTHERWISE." (Background, p. 1)
 - "The case background, which generally includes a brief summary of the problem, a list of witnesses, and a list of exhibits, is provided for background purposes only and cannot be used as evidence in the case." (Rules of Competition, Rule 2.2)
- Q3.** Schmitt and Reed are both employees, and thus agents, of Marbury Academy, who is one of the defendants. Thus, can the plaintiff argue Marbury Academy is liable for the wrongful/negligent (in)actions of Schmitt and Reed?
- Answer: No. Because that theory was not advanced in the pleadings (i.e. there was no information provided about that in the complaint), the plaintiff may not try to prove negligence on the school's part by way of actions/inactions taken by either of Schmitt or Reed.
- Q4.** Does Alex(is) Schmitt have any authority to direct band members' activities?
- Answer: The evidence does not indicate whether Schmitt has authority to direct the activities of band members.
- Q5.** Referencing Exhibit 4, in the paragraph on "Definitions," would band be considered a "conditioning-related activity?"
- Answer: The Case Committee takes no position as to whether or not band would be considered a "conditioning-related activity."
- Q6.** In Carl(y) Reed's statement, paragraph 3, what is meant by a "general discharge" from the armed services?
- Answer: This type of military administrative discharge is motivated by different things, depending on the branch of service. The overall conduct of the military member may have been exemplary in some areas, but other areas of misconduct or failure to adapt to the military

environment may have resulted in such a discharge. The separation paperwork for these military discharges may be quite specific about the reasons for the discharge, so while it's not stigmatized the same as a Dishonorable discharge, the General Discharge Under Honorable Conditions may still hurt the veteran in some ways." (<https://militarybenefits.info/types-of-military-discharges/>)

- Q7.** Exhibit 2 and the general case background statement seem to conflict regarding whether there were students in contention for the scholarship beyond Cowell and Miller. Is this conflict intentional?
- Answer: See the Answer to Q2, which refers to information in the Case Background.
- Q8.** When playing the plaintiff side, must teams bring both the negligence and the intentional infliction of emotional distress claim? Or may the team use discretion as to whether both claims are appropriate to pursue at trial?
- Answer: The Case Committee takes no position as to whether teams on the plaintiff side bring one claim or both claims. It is up to each team to determine its strategy and whether or not to incorporate either claim into its argument.