

Texas High School Mock Trial Competition



2022 Clinic Case Materials

Mayer Johns
v.
Wild Blue Recording Studios,
LLC

<p>MAYER JOHNS</p> <p>Plaintiff,</p> <p>v.</p> <p>WILD BLUE RECORDING STUDIOS, LLC</p> <p>Defendant.</p>	<p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p> <p>§</p>	<p>IN THE CIVIL DISTRICT COURT</p> <p>OF</p> <p>PETRO COUNTY, TEXOMA</p>
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STIPULATIONS OF THE PARTIES

The parties agree and stipulate as to the following:

I.

This is a civil trial that will be tried before a jury, and the parties will only try the issue of liability at this trial. There are no defects in the pleadings. The defendant has properly appeared and answered. The court has both subject matter and *in personam* jurisdiction over the parties. All questions of fact are being submitted to a jury. Questions of law will be decided by the court.

II.

Plaintiff Mayer Johns (“Plaintiff”) has sued his/her employer, Defendant Wild Blue Recording Studios, LLC (“Wild Blue”), for breach of an employment contract they entered into as of January 1, 2021. In the employment contract, Plaintiff agreed to write music lyrics for Wild Blue, and Wild Blue agreed to pay Plaintiff for that work. The parties agreed that the employment contract would last for one year and that Wild Blue could only terminate the contract before the one-year term if Plaintiff submitted music lyrics that had been written by someone else.

III.

All exhibits included in the case materials are authentic and are accurate copies of the originals. No objections to the authenticity of the exhibits will be entertained. The only exhibits to be used at trial are those included in the case packet.

IV.

Exhibit 1 is the employment agreement between Plaintiff and Wild Blue at issue in this case. Exhibit 2 is copy of music lyrics the Plaintiff wrote and submitted to Wild Blue on or about January 4, 2021, as part of his/her work under the employment agreement. Exhibit 3 is a copy of music lyrics Aniston Jenn alleges to have written on or about December 28, 2020.

V.

Mayer Johns and Taylor Quick are to testify on behalf of Plaintiff. They may not testify for or be called on behalf of Defendant. Kit Purry, the CEO of Wild Blue, and Aniston Jenn are to testify on behalf of Defendant. They may not testify for or be called on behalf of Plaintiff.

VI.

Plaintiff must establish the following elements for breach of contract: (1) the employment contract is a valid, enforceable contract; (2) Wild Blue's termination of Plaintiff breached the employment contract; and (3) Wild Blue's termination of Plaintiff caused Plaintiff damage.

VII.

The following instructions will be submitted to the jury:

The Plaintiff, Mayer Johns, has alleged that Defendant Wild Blue Recording Studios, LLC breached an employment agreement between the parties when Wild Blue terminated Plaintiff's employment on or about January 10, 2020.

Wild Blue is liable only if you, the jury, find that Plaintiff has proven by a preponderance of the evidence that:

1. The employment agreement between Plaintiff and Wild Blue is a valid, enforceable contract;
2. Wild Blue breached the employment agreement when it terminated Plaintiff's employment on or about January 10, 2020; and,
3. Plaintiff suffered damages as a result of being terminated by Wild Blue.

The term "preponderance of the evidence" means the greater weight and degree of credible evidence admitted in this case.

VIII.

The Charge of the Court and the Jury Questions are accurate and complete in all respects, and no objections to them will be entertained.

IX.

The following issue will be submitted to the jury:

Is Defendant Wild Blue Recording Studios, LLC liable to Plaintiff for breach of contract?

Answer "Yes" or "No": _____

STATEMENT OF MAYER JOHNS

My name is Mayer Johns, and I am a musician that specializes in writing music lyrics for other recording artists—what you might call a lyricist. I used to be a moderately successful musician myself, but I found that I enjoyed writing lyrics a lot more than performing. So, in 2020, I stopped performing and recording my own songs, and I turned my attention to exclusively writing lyrics for other performers. I never really enjoyed listening to myself on the radio, but I love hearing other people sing words and lyrics that I came up with. It's such a cool experience.

When I first started exclusively writing lyrics, I basically worked for myself and sold lyrics directly to musicians. Things were slow at first. But after I sold two songs to Taylor Quick, who is probably one of the most famous musicians in the world right now, my lyrics-writing career really took off. Like, big time! I couldn't write lyrics fast enough to satisfy the dozens of musicians who wanted to purchase my work, and I was inundated with constant calls and emails from eager buyers. So much so that I could barely focus on actually writing lyrics.

So, I started looking at recording studios that I could team up with to help with all of the logistics and communications while I focused solely on just writing music. I interviewed with a couple of smaller companies, but they wanted to take such a big cut from the price I charged for lyrics that it just didn't make sense. Fortunately, my good friend Taylor wanted to see me succeed – in appreciation for the lyrics Taylor bought from me early on that helped propel Taylor to such great success. Not to mention my work was much cheaper back then!

Anyways, Taylor put me in contact with Wild Blue Recording Studios, LLC (“Wild Blue”), one of the biggest recording studios in Texoma. I met with their CEO, Kit Purry, and we reached a verbal agreement that Wild Blue would hire me to write lyrics. That was probably in November 2020 because I remember it was right around Thanksgiving. Purry said they would hire me for a full year and promised to send me a written employment contract after consulting with Wild Blue's lawyers. They finally sent me the contract on January 5, 2021. I signed the contract the same day and returned it to Wild Blue. That contract is Exhibit 1. I noted the contract was dated “as of” January 1, 2021, but I didn't think that mattered. In any event, since I was eager to start writing (and getting paid), I had actually started writing lyrics for Wild Blue just after Thanksgiving. Purry promised they would pay me for any work I did before the employment contract was signed, and I had no reason not to trust Purry on that at the time.

I remember I was at my parents' house for Christmas in 2020. We had finished opening presents and eating a fabulous lunch my mom always did for the holidays – when I started writing the lyrics for what would become the song “Sob Story Rock.” The lyrics were based in part on a song that I had written earlier that year. In fact, it was one of the handful of songs that I presented to Taylor earlier that year, but Taylor liked two of my other songs much better. Anyways, it took me about a week over Christmas to rework the lyrics, and I submitted it to Wild Blue on January 4, 2021. It must have really impressed Wild Blue and Purry because they sent me the employment contract the next day. I assumed they wanted to make sure I kept writing lyrics that were as good as “Sob Story Rock.”

But then, out of the (wild) blue, Purry called me on January 10, 2021, and said they were terminating my employment because they thought I had stolen the lyrics to “Sob Story Rock” from someone named Aniston Jenn. I had heard of Aniston before, but we've never met. And I certainly

didn't steal any lyrics from Aniston – that song was entirely my own work. I've seen what Aniston alleges to be the lyrics to "Sob Story Rock" that I stole in Exhibit 3, but there's no way to prove when Aniston wrote those lyrics – or that Aniston did see my lyrics first before producing this sheet in Exhibit 3. I have no idea how Aniston would have found my lyrics thought. But, either way, it's awfully suspicious that no one saw any evidence that Aniston wrote the lyrics to "Sob Story Rock" until *after* seeing my lyrics in Exhibit 2.

Not only was I terminated from Wild Blue, but they've never even paid me for the lyrics I submitted – which they promised to do. I submitted three songs before "Sob Story Rock," and Wild Blue hasn't paid me a dime for any of them.

STATEMENT OF TAYLOR QUICK

My name is Taylor Quick. I am a five-time Grammy award winner with more than 1 billion album sales. I have been very fortunate in my career, and I'm providing this statement in support of one of my close friends, Mayer Johns. I first met Mayer in 2018 when Mayer was still performing and going on tour; Mayer was one of the opening acts for a 15-show tour I was headlining. I always thought Mayer's music had some of the best lyrics in the business. Some of Mayer's songs would literally give me goosebumps. So, I was sad to learn last year that Mayer had decided to stop performing, but then I was thrilled to learn that Mayer wanted to focus on writing lyrics for other artists. We kicked around about a dozen ideas for songs before I chose to run with two songs that were on my most-recent album, which was released in mid-2020. Without question, those two songs were the most popular on the album, and a lot of credit goes to Mayer's lyrics.

And a lot of credit did – Mayer was suddenly the hottest commodity in town when it came to music lyrics. I went on another tour after my most-recent album was released—the one with Mayer's two songs—and we didn't talk very much in the second half of 2020. I think we were both just so busy. But Mayer did reach out in early November asking for advice on whether to continue writing lyrics alone or to join up with a large recording studio. Mayer was evidently struggling to keep up with all of the administrative stuff—phone calls, emails, invoices, and all that. And Mayer just wanted to focus on writing lyrics. So, I made some calls and got Mayer an interview with Wild Blue Recording Studios, LLC. I knew my own success would get Wild Blue's attention, and I was more than happy to help Mayer.

Mayer called to thank me after interviewing with Wild Blue's CEO, but I didn't hear anything else from Mayer until January of this year when Mayer called me distraught and said Wild Blue had terminated Mayer's employment. Mayer said Wild Blue believed the lyrics to "Sob Story Rock" had been stolen from some other artist, which of course Mayer denied. I would never imagine Mayer stealing someone else's lyrics, and I know that didn't happen here because the lyrics were petty similar to a song Mayer offered to me back in 2020. They aren't exactly the same as what Mayer initially showed me, but they are pretty close in my opinion – and the changes Mayer made were sort of based on my feedback when I first read them. It had good potential but wasn't as good as the two songs I ultimately chose.

I've never met Aniston Jenn, but what I've heard from folks in the music industry is that Aniston is not the most trustworthy individual. Aniston has even been accused by other musicians of stealing their music! There is just no way that Mayer stole the lyrics to "Sob Story Rock" from

Aniston, and it's a shame Wild Blue didn't give Mayer the benefit of the doubt. But, hey, maybe it's a good thing that Mayer doesn't work for Wild Blue anymore. Wild Blue doesn't deserve a talent like Mayer. Especially since they never even paid Mayer for the songs prior to "Sob Story Rock." That is just so unfair, right?

STATEMENT OF KIT PURRY

My name is Kit Purry. I am currently the CEO of Wild Blue Recording Studios, LLC, and I have been in the music industry for my entire life. I started playing guitar when I was five years old and played in probably seven or eight bands over my career, from middle school to college and thereafter. But I'll confess I was not a particularly good guitar player, and I certainly couldn't sing a lick, so I moved to the business side of the music industry. Over the past three decades, I worked my way up the ranks at various companies before ultimately being offered the position of CEO here at Wild Blue in 2018.

When I was first hired as CEO, the company was probably at the lowest point of its 45-year tenure. A small but influential group of executives had been playing fast and loose with some of our clients' money, basically trying to invest the money and keep any returns for themselves without telling the clients. The inevitable problem, of course, is that they had no plan if their investments lost money—and they did lose, quite a lot of it. Clients were angry and preparing to sue, but I managed to get those clients to accept our settlement terms before they went public with a lawsuit. I can't tell you how much we paid them because the terms of the settlement agreements are confidential, but I've been authorized to say it was "substantial."

After I got past the angry clients, I had to clean house at the company and institute major changes on company ethics. All of the managers involved in the client scandal were immediately terminated; we are still in lawsuits with a couple of them based on fraud and indemnity claims, but I can't say any more about that ongoing litigation. In any event, all of that led Wild Blue to redouble its efforts to ensure that every action at Wild Blue is perfectly ethical – we could not leave any room for error anymore. And that's how I have and will continue to run things.

With respect to Mayer Johns, I received a call from Taylor Quick – yes, *that* Taylor Quick – in early November 2020 recommending that we interview a lyricist who had written two of the songs on Taylor's most recent (and extremely successful) album. Wild Blue had been trying to land Taylor as a client since Taylor's first album in 2015, without any success, so I figured if I took Taylor's advice that might score us some points to use later down the road. I set up an interview with Mayer Johns a week later and was truthfully very impressed. I hired Mayer on the spot and eventually sent a written employment contract right after the new year since we were quite busy with end-of-year stuff through December. That contract is Exhibit 1, and it states Wild Blue could fire Mayer if Mayer submitted any lyrics that were written by someone else.

Right about the same time we finally sent the written contract, Mayer submitted the lyrics to a song called "Sob Story Rock." I thought the lyrics were amazing – I remember thinking, if the rest of the lyrics Mayer writes are even half as good as "Sob Story Rock," we are going to make millions selling them to musicians. Mayer had submitted a couple of songs before "Sob Story Rock," and those were good too – but let's just say "Sob Story Rock" was a cut above the rest, and showed Mayer had true talent. Or what I thought was true talent.

At first, I was so excited about “Sob Story Rock” that I showed the lyrics to a couple friends in the business, one of which is Aniston Jenn. Aniston is a decent musician and a good lyric writer, so I wanted to see what Aniston thought about “Sob Story Rock.” I met Aniston for lunch on January 8, 2021, showed Aniston the lyrics like they appear in Exhibit 2, and Aniston bluntly asked me if I was joking. I said no. Aniston huffed and sternly said those were almost exactly the same lyrics to a song that Aniston had written around Christmas. Aniston said there was a sheet at home showing Aniston’s lyrics, which were almost identical to Mayer’s, and that the sheet had a date in late December.

The next day, Aniston emailed me the sheet and I can confirm that is the same as Exhibit 3. I looked at Exhibit 3 and agreed the lyrics looked pretty similar. Given everything that has happened at Wild Blue in the past, I could not take any chances – it appeared more than likely that Mayer had stolen the lyrics from Aniston, and that was grounds for termination under the contract in Exhibit 1 that both Mayer and Wild Blue agreed to abide by. Nothing in that contract says Wild Blue had to definitely prove that Mayer had submitted lyrics written by someone else – just that it happened. On behalf of Wild Blue, I believe it’s more likely than not that Mayer stole the lyrics from Aniston. That’s good enough for me, and it should be good enough for the jury too. Thus, we have not paid Mayer anything for the songs submitted because Mayer failed to follow the contract.

STATEMENT OF ANISTON JENN

Hello Texoma! My name is Aniston Jenn, and the plaintiff in this case stole the lyrics for “Sob Story Rock” from me. I have the evidence too – just look at Exhibit 3. The lyrics are practically the same as what Mayer Johns tried to pass off to Wild Blue in Exhibit 2, and you can see that I wrote my lyrics at least two weeks before Mayer submitted them to Wild Blue. It would be impossible for us both to have written almost identical lyrics on our own—no, the only explanation is that I wrote them first, somehow Mayer found them, and then Mayer tried to make money off them with Wild Blue.

While I concede that I have not shown my lyrics in Exhibit 3 to anyone before sending them to Purry after our lunch meeting on January 8, 2021, I didn’t know that was a requirement to prove Mayer stole those lyrics from me. Plus, my lyrics have a date on them, which is a couple of weeks before Mayer submitted them to Wild Blue. Frankly, I don’t know how Mayer could have stolen these lyrics since we’ve never met, and I certainly haven’t shared those lyrics with anyone before Purry – I was still working through a couple of the words in the song that I thought could be improved. I still haven’t decided whether to sue Mayer myself for theft of my intellectual property; I guess I’ll see how this trial goes first.

I know that Taylor Quick, the famous singer, is testifying on behalf of Mayer – but you can’t trust anything Taylor says. I know Taylor believes that other singers have accused me of stealing their lyrics, but that’s absolutely false. Yes, a few of them made their accusations public, but no one ever sued me or anything over it. Why? Because I didn’t steal anyone’s lyrics. I am a brilliant lyricist and always have been.

EXHIBIT 1

WILD BLUE RECORDING STUDIOS, LLC

January 5, 2021

Mayer Johns
2323 Championship Way
Petro City, Texoma

VIA CERTIFIED MAIL

Dear Mayer Johns:

It was a pleasure meeting you in November last year regarding your desire to write lyrics for Wild Blue. As I noted during that meeting, we are thrilled to hire you as a lyric writer. To that end, please let this letter outline the terms of your employment contract with Wild Blue, which Wild Blue has agreed to based on my signature below. If you agree with these terms, please indicate your acceptance of those terms by signing where indicated below. We very much look forward to having you part of the Wild Blue team!

Terms of Employment Contract:

This Employment Contract between Mayer Johns (“Mayer”) and Wild Blue Recording Studios, LLC (“Wild Blue”) (collectively, sometimes referred to as “Parties” or “Party”) will begin as of January 1, 2021 (the “Effective Date”) and will last one year from the Effective Date (the “Termination Date”).

This Contract can only be terminated prior to the Termination Date: (i) by mutual agreement of the Parties; or (ii) by Wild Blue if Mayer submits lyrics been written by someone other than Mayer.

Mayer promises to only submit lyrics that Mayer has written individually. Mayer agrees that Wild Blue is relying on Mayer’s representation and warranty to only submit lyrics written by Mayer as part of the consideration for entering into this Employment Contract.

Mayer promises to submit lyrics for at least three songs per month. Wild Blue promises to pay Mayer compensation for the work set forth in this Employment Contract in the amount of \$10,000 per month, payable no later than the last day of each month. In the event this Employment Contract is terminated, Wild Blue shall only be responsible for paying Mayer for work submitted prior to the date the Employment Contract is terminated.

Wild Blue promises to handle all administrative tasks related to Mayer’s work writing lyrics; for the avoidance of doubt, Wild Blue agrees that Mayer’s sole responsibility and obligation under this Employment Agreement is to submit music lyrics consistent with the terms of this Employment Contract.

Sincerely,

Kit Purry, CEO of Wild Blue

Agreed and Accepted by: *Mayer Johns – January 5, 2021*

EXHIBIT 2

Date: January 4, 2021

Song Title: Sob Story Rock

Writer: Mayer Johns

Certification of own work: *Mayer Johns*

I've never seen a son before
Lying on his mother's floor
To him, it's living in the wilderness
Terrified of future loneliness

It's a sob story anew
Deeper than he ever knew
More akin to a sob story rock
Ticking away like a broken clock

All the tears he meant to hide
Cascade down cheeks, oh he tried
To defeat the sorrow all could see
Everyone, that is, everyone but me

There's beauty in letting go
Problem is, he doesn't know
Staring at the ceiling in his mother's home
He can't shake the feeling of being alone

EXHIBIT 3

December 28, 2020

Lyrics for Sob Story Rock - by Aniston Jenn

*He's the son I've seen before
Lying on his mother's floor
He's living in the wilderness
Scared, no, terrified of his loneliness*

*This is a sob story, hardly new
Deeper than we ever knew
Instead, now a sob story rock
Ticking away like his mother's clock*

*There are tears he meant to hide
That trickle down cheeks despite his try
Shackled by sorrow that everyone could see
That is, everyone, everyone but me*

*It's something he doesn't know,
but there's beauty in letting go
Confined by the walls of his mother's home
Nothing but that jealous feeling of being alone*