



2022 State Case Clarifications

Q1. The following is a summary of changes made to the 2022 Case File as reflected in "Revision 1" that has been posted to the competition website on October 13, 2021. As noted below, all of the revisions made are to address typographical errors.

- Stipulation IX – "Tts" changed to "Its"
- Stipulation XII – "the" deleted near the end of the third line of second paragraph
- Stipulation XVI – accent added to "René"
- Stipulation XXV – "Musée d'Orso" changed to "Plaintiff" in numbers 2-4 and paragraph below numbered list starting with "However"

- Foy, Page 3, line 26 – "we" changed to "we're"
- Crow, Page 2, line 35 – deleted dashes from "state-of-the"
- Crow, Page 2, line 39 – year corrected to read "2021"
- Crow, Page 4, line 3 – added the word "knew"
- Dockray, Page 7, line 7 – "the" changed to "they"
- Mauzey, Page 1, line 12 – "polices" changed to "policies"
- Mauzey, Page 2, line 24 – "backup" changed to "back-up"
- Mauzey, Page 5, line 31 – accent added to "René"
- Mauzey, Page 5, lines 33-34 – capitalized "Detective"
- Mauzey, Page 5, line 37 – added commas to now read: "but, just so it's clear, the..."
- Stolle, Page 3, line 6 – added second "I" to now read: "I feel like I have..."



Q2. In Stipulation #1, it says "The insurance contract is Exhibit 2 and is admissible." It has similar language in Stipulation #17 and Stipulation #21. Does that mean that opposing counsel can't object to exhibit #2 or exhibit #4 or exhibit #9 or exhibit #10?

If the answer is yes, would you like the exhibits that are admissible to be admitted in housekeeping or would you like for the attorneys to go through the process of admitting the exhibit during trial (with opposing counsel not objecting).

If the answer is no, what do you mean by admissible?

A2. The stipulations identify some exhibits that are admissible. Students can ask the judge in housekeeping to pre-admit exhibits, and this decision is up to the judge based on the arguments of counsel. If they are not pre-admitted, then students must admit the exhibits using the proper process of admitting exhibits. If opposing counsel objects to an exhibit that is stipulated as admissible, the students should point out the stipulation to the court. All decisions on admitting exhibits are up to the judge.

Q3. Exhibit 10 is dated May 4th, 2021 and mentions No suspicious activity found in the guards accounts. Since the million and change deposit to Foye's account showed up on the 3rd, can we assume that the forensics department saw that deposit, or is it possible the deposit didn't show up in Foye's bank records until after the Forensic investigation was completed?

A3. The case stands as written

Q4. According to Exhibit 2, the insurance policy expires January 1, 2021 However, the break-in occurred 5 months later, in May.

While there is a 1 year extended reporting period, typically that only applies to incidents that occurred before the expiration of the policy, with a delay in reporting.

Would y'all be able to comment on this?

A4. Without commenting on the accuracy of the question, the case stands as written.



Q5. Exhibit 4 (the door log) was supposedly extracted from the external hard drive. But how could the door log contain information until 8:22am, when it was smashed much earlier in the morning? Does this mean Mauzey and Foy are lying about when the door log was smashed, or is this just an inconsistency in the case?

A5. The case stands as written.

Q6. In regards to stipulation 20, should we assume the folio is not automatically admissible since it is not specifically stated to be so like in 17, 19, and 21?

A6. If an exhibit is not stipulated as admissible, then it is not automatically admissible and requires the proper foundation and steps to introduce as evidence.

Q7. Exhibit 4 (page 60 in the pdf packet) says 'Office 1 was opened at 4:52 am'

However, Remington says (page 48 in the pdf packet) 'The door log makes clear that Foy assisted the thieves because the door to Office 2 opens again just before 5 a.m. and just before the thieves make their exit.'

There is a discrepancy between what is in the exhibit and Remington's statement. Would like clarification if it was a human error. Was Remington's statement actually supposed to say 'Office 1' or does his statement stand as is?

A7. That is a mistake. It should say Office 1, both in line 43 and line 46 on page 48 of the packet.