

BIGLAW
REDEFINED.

Technology in the Courtroom and Trial Support

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Litigation Support Trial Consultant

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*Shareholder - Co-Chair GT's Food,
Beverage & Agribusiness Practice*

Agenda

- 1. Courtroom technology**
- 2. Trial exhibits**
- 3. Video Depositions and Multimedia**
- 4. Demonstratives and PowerPoint at Trial**
- 5. Potential tech issues that may arise at trial and how to quickly overcome them**
- 6. Best practices for working with a Trial Tech Specialist**
- 7. Questions?**

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Courtroom Technology

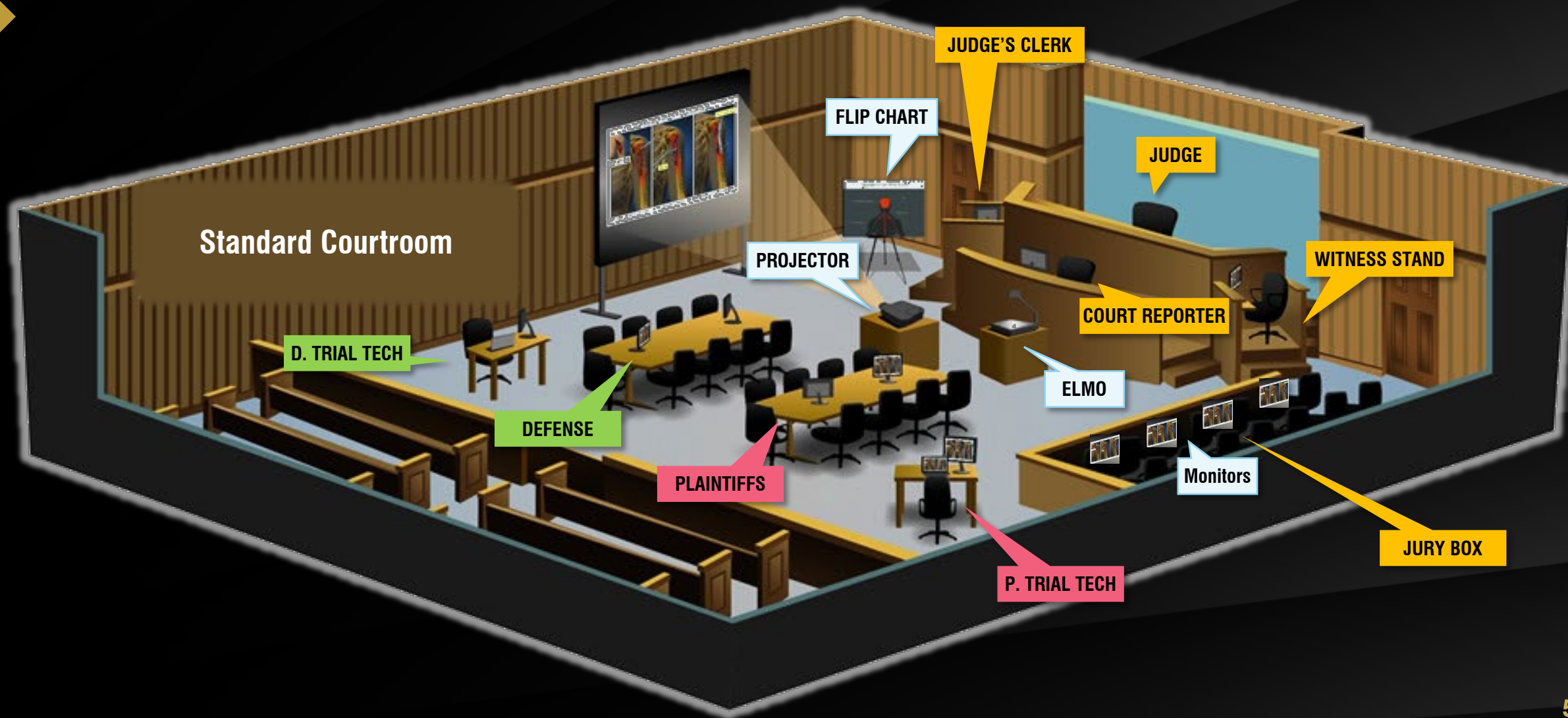
1



Courtroom Technology

- **The fundamentals of trial have remained unchanged for hundreds of years, but the effects of the technology revolution on the practice of law over the past two decades are undeniable**
- **Just as we wouldn't swat a fly with a hammer, we won't use presentation technology in every case**
- **To take advantage of the technology, video depositions must be synchronized with the transcript text ("synched") so that clips can be quickly created at trial**

Usual Courtroom Layout



Courtroom Displays

Podium



Projection Screen

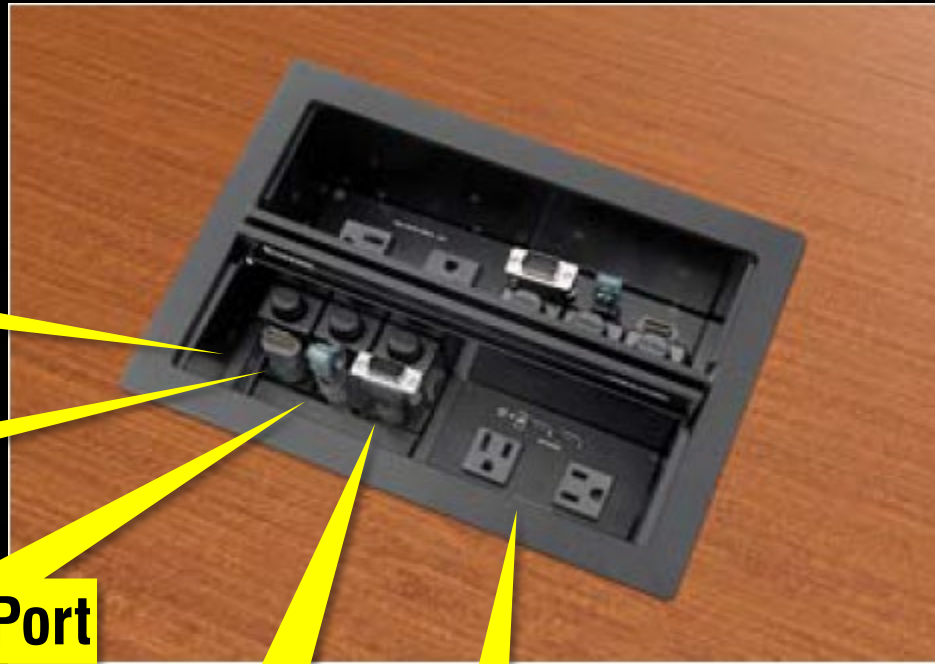
Counsel Tables



Jury Box



Laptop Connections and Other Inputs



Audio In

HDMI

Display Port

VGA Port

Power



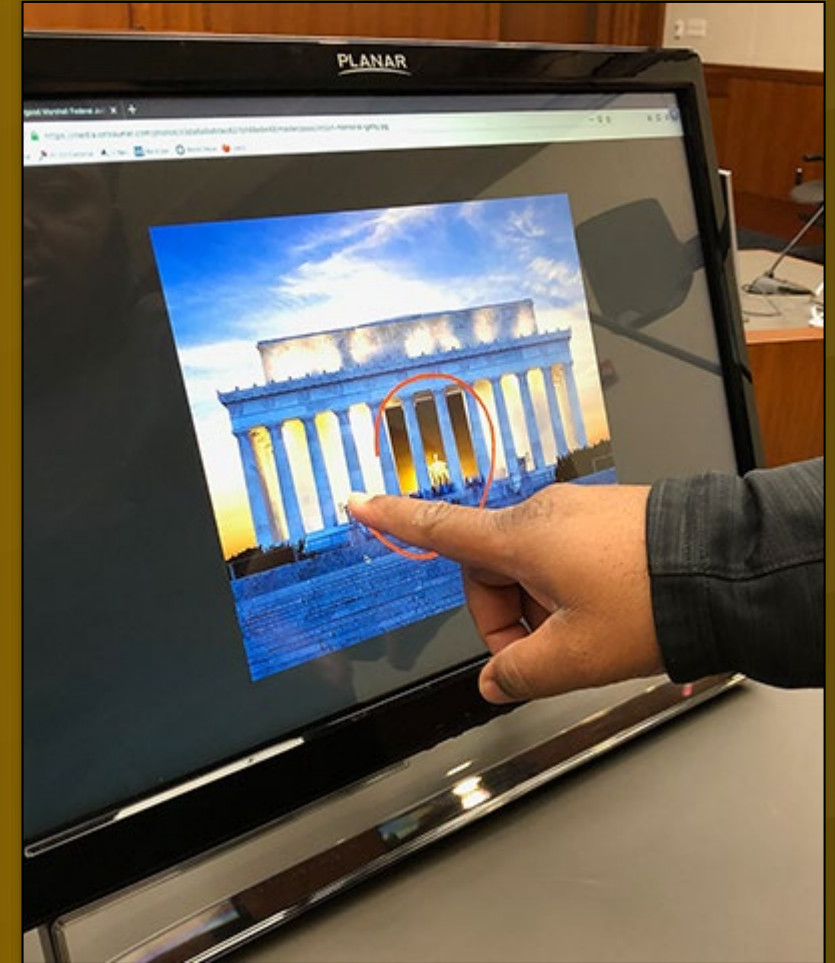
Podium



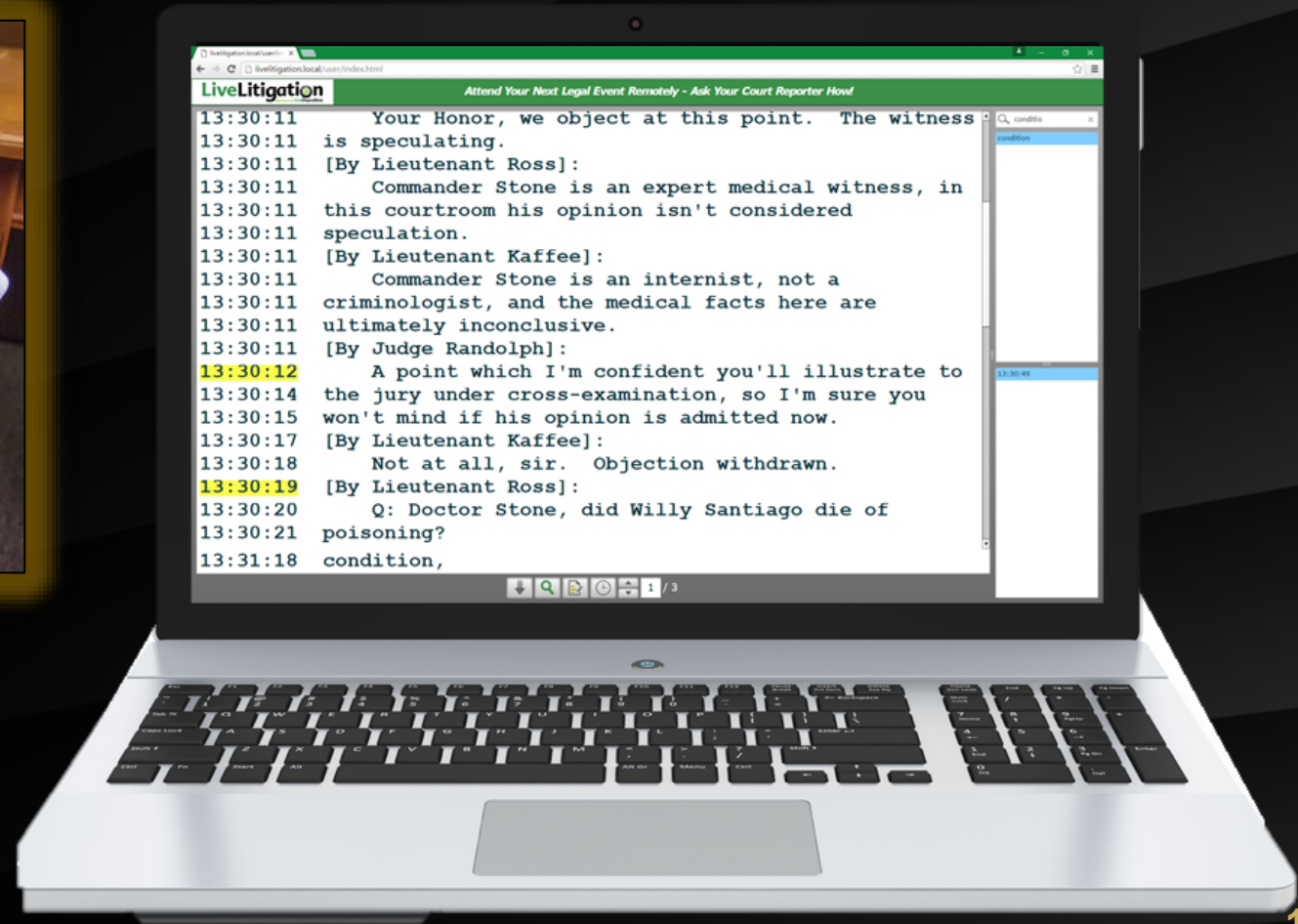
Document Camera “Elmo”



Annotating on Touch Screen Monitors



Use of Real Time (In and Out of the Courtroom)



Courtroom View Network (CVN)



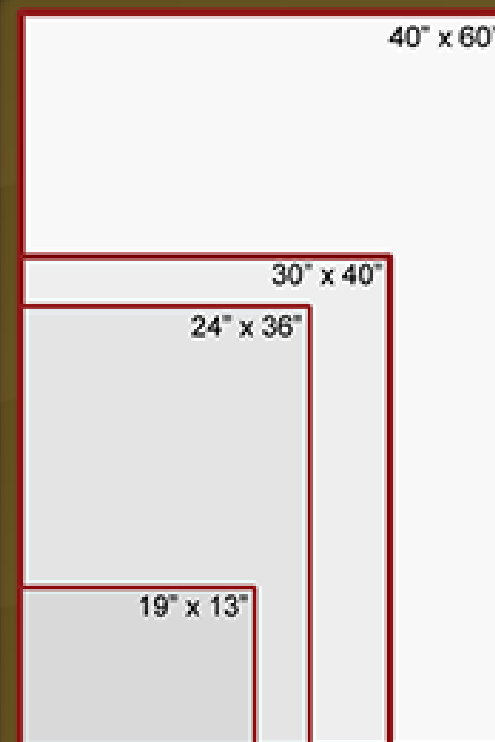
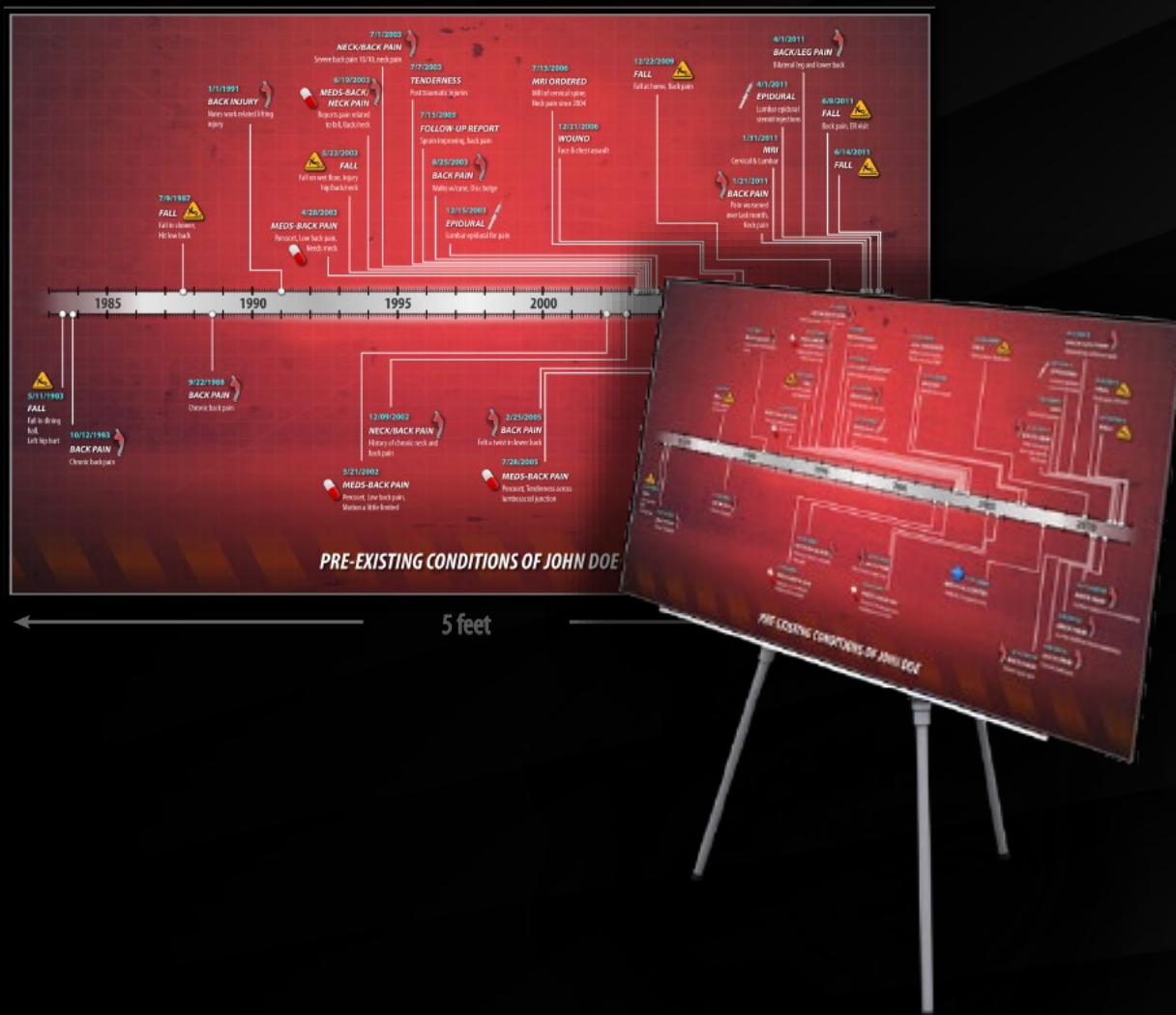
How This Case Should Be Decided

- *Your decision must be based on facts, not feelings*
 - ✓ *The Evidence*
 - ✓ *9 or more of you must agree for the verdict*
 - ✓ *If you find the Align is reasonably safe, deliberations must end as to Bard*
 - ✓ *If you find "No Causation" as to the Align, deliberations end, too*
 - *Caused by something or someone else*
- *Your decision must not be based on speculation, conjecture or "distractions"*
- *Your decision must not be based on sympathy or emotion*
- *Your decision must be based on the law*
 - ✓ *Has Plaintiff met her burden of proof?*

White Noise and Mic Systems



Using Trial Boards



Standing Out from the Competition



Digital Microscope
on the Witness Stand



Document Camera on the
Witness Stand

Barcode Scanner



Radiology Viewer on
the Witness Stand

Calling a Witness Via Zoom and Zoom Trials



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Trial Exhibits

*and displaying
them in court!*

2

Pre-Marking/Stamping Exhibits

Case 1:15-cv-00980-LPS-CJB Document 139 Filed 03/08/17 Page 1 of 8 PageID #: 4729

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

BOSTON SCIENTIFIC CORPORATION
and BOSTON SCIENTIFIC SCIMED,
INC.,

Plaintiffs,

Civil Action No. 15-980-LPS-CJB

v.

COOK GROUP INCORPORATED and
COOK MEDICAL LLC,

Defendants.

**BOSTON SCIENTIFIC CORPORATION AND BOSTON SCIENTIFIC
SCIMED, INC.'S NOTICE OF 30(b)(6) DEPOSITION OF
DEFENDANTS COOK GROUP INCORPORATED AND COOK MEDICAL LLC**

PLEASE TAKE NOTICE THAT, pursuant to Rule 30(b)(6) of the Federal Rules of Civil
Procedure, Plaintiffs Boston Scientific Corp. and Boston Scientific Scimed, Inc. (collectively
"BSC"), by their attorneys, will take the deposition upon oral examination of Defendants Cook
Group Inc. and Cook Medical LLC (collectively "Cook") through one or more of its officers,
directors, or managing agents, or other persons who consent to testify on their behalf, with regard
to the matters set forth in the attached Schedule A.

The deposition will take place on April 5, 2017, commencing at 9:30 a.m., at the offices
of Young Conaway Stargatt & Taylor LLP, 1000 North King Street Wilmington, DE 19801 or
at such other time and place as may be agreed upon by the parties. The deposition will be taken
before a qualified notary public or other officer authorized by law to administer oaths. The
deposition will be recorded stenographically and may be videotaped.

Case No. 1:17-cv-03448-JRS-MJD
EX-0001

EXHIBIT 1
WIT: *Wigant*
DATE: *4-18-17*
K. KOWELL, RMR, CRR, CDR

EX-0001.001
EX-0001.001
EX-0001.001
EX-0001.001
EX-0001.001

EX-0001.001

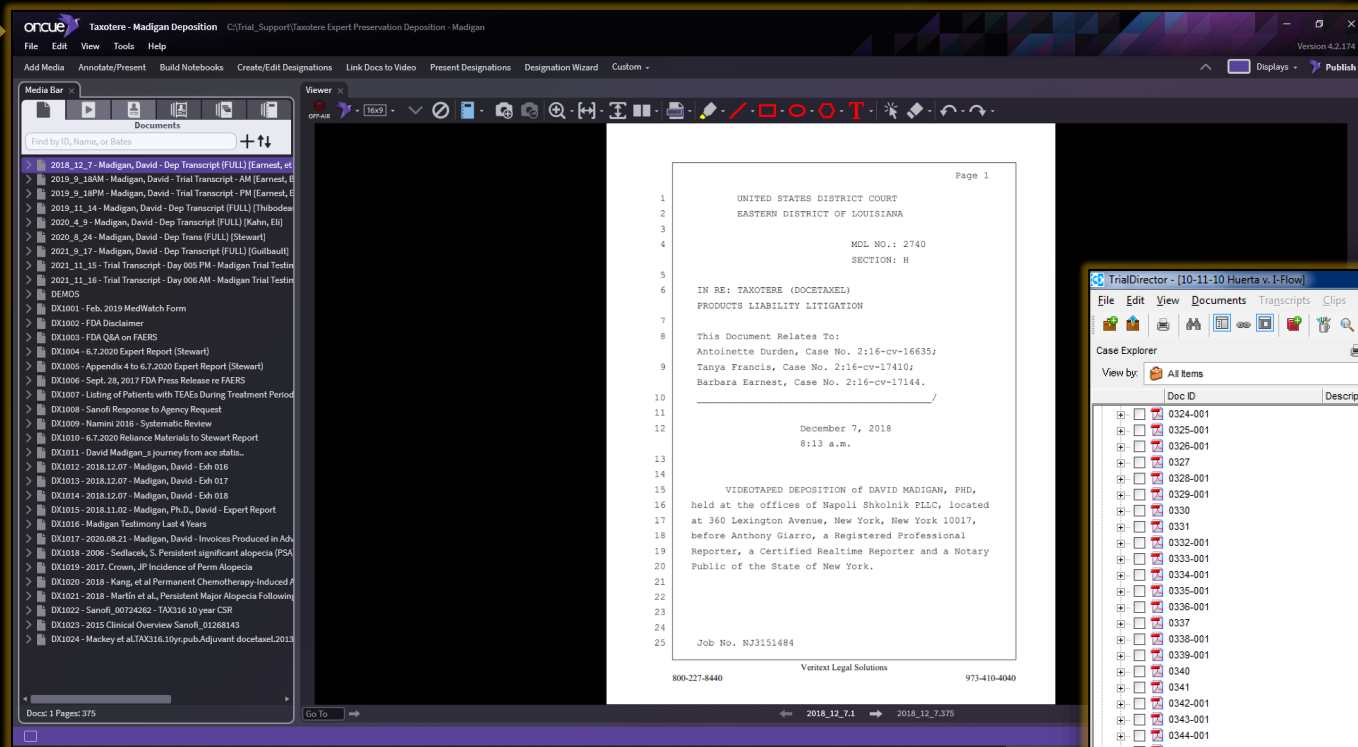
EX-0001.002

EX-0001.003

EX-0001.004

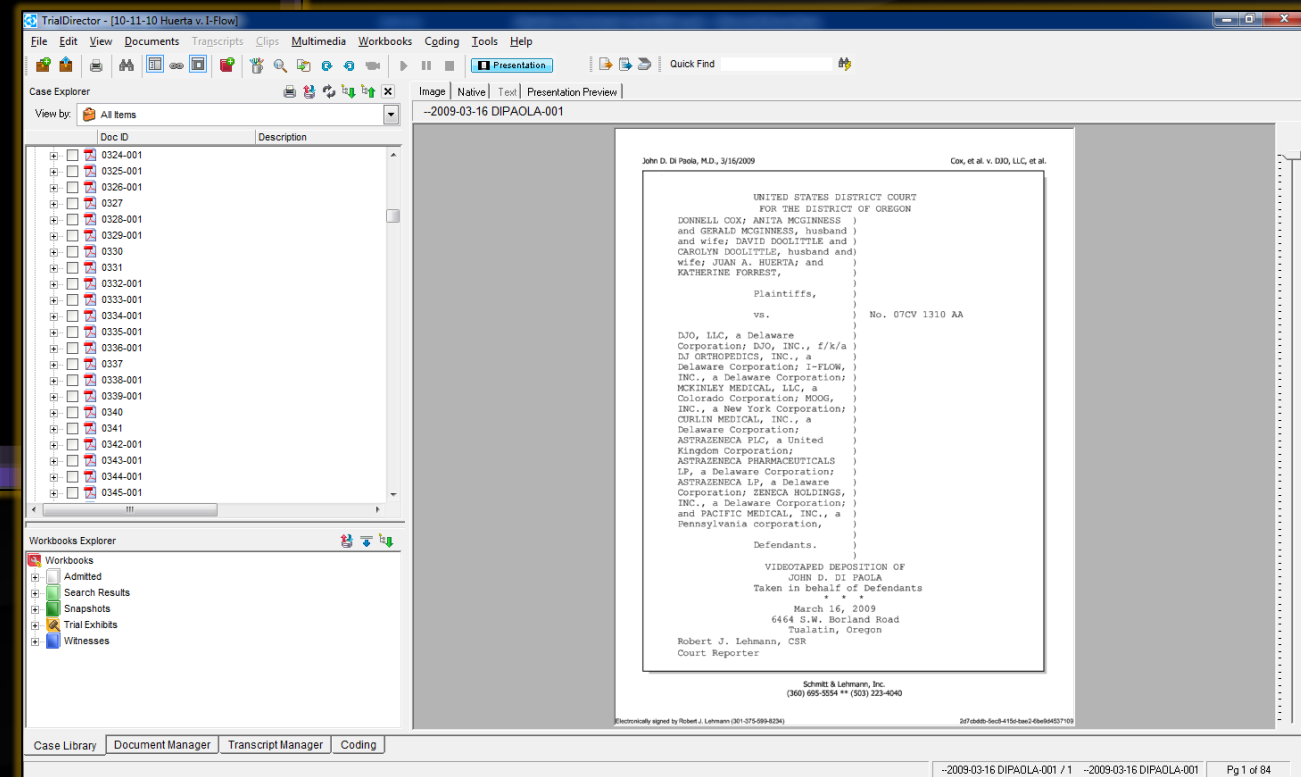
EX-0001.005

Database of Exhibits



OnCue

Trial Director



Calling Documents Out “on the fly”

2609-013

DEPOSITION EXHIBIT
2- DiPaola
1/25/10 PJ

Office: 503.885.7770 Fax: 503.885.7771

OCCUPATIONAL ORTHOPEDICS

John Di Paola, M.D.
Board Certified in Orthopaedic Surgery

CURRENT MALPRACTICE INSURANCE CARRIER	The Medical Protective Insurance Fort Wayne, Indiana
UNDERGRADUATE SCHOOL	Kean University of New Jersey Union, New Jersey 1977, Bachelor of Arts, Biological Sciences
PREVIOUS MALPRACTICE INSURANCE CARRIER	Northwest Physician's Mutual Insurance Salem, Oregon
CURRENT MALPRACTICE INSURANCE CARRIER	The Medical Protective Insurance Fort Wayne, Indiana
UNDERGRADUATE SCHOOL	Kean University of New Jersey Union, New Jersey 1977, Bachelor of Arts, Biological Sciences
MEDICAL EDUCATION	Robert Wood Johnson Medical School University of Medicine and Dentistry of New Jersey Piscataway, New Jersey Graduating Year: 1982 Degree: M.D.

Tualatin Professional Center | Suite C4 | 6464 SW Borland Road | Tualatin, Oregon | 97062 | johndipaola@occortho.com

Dx2609-013

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**Video
Depositions
and
Multimedia**
and non-videotaped



Creating Deposition Video Clips - OnCue

The screenshot displays the OnCue software interface, version 4.2.174, used for creating deposition video clips. The interface is divided into several panels:

- Media Bar:** Located on the left, it shows a list of designations. The 'Turturo_Complete - Turturo' designation is selected, showing a list of video segments with their start and end times.
- Designation Editor:** The central panel shows a video player with a man speaking. The video is titled 'VT04112017_01.mpg' and is currently at line 5:25 to 6:02. The video player includes a timeline and a play button.
- Transcript Viewer:** Located on the right, it displays the transcript of the deposition. The transcript is titled 'Turturo, Vincent 2017-04-11' and shows the following text:

24 Marsi Koehl of DTI.
25 Would the court reporter please swear in
6 1 the witness.
2 (Witness sworn.)
3 MR. KORESAWA: So can we start off with
4 a few preliminary statements?
5 MR. SCHIGELONE: Sure. And would you
6 like to -- we can enter this --
7 MR. KORESAWA: Sure.
8 MR. SCHIGELONE: Good morning --
9 THE WITNESS: Good morning.
10 MR. SCHIGELONE: -- Mr. Turturo.
11 THE WITNESS: Yes.
12 MR. SCHIGELONE: We'll start out. I
13 have a document that's been marked
14 Exhibit 519. I hand it to you. Please take
15 a look at it.
16 (Deposition Exhibit 519 was marked for
17 identification.)
18 (Witness reviews document.)
19 THE WITNESS: The one I just signed.
20 Yes.
21 MR. SCHIGELONE: And Exhibit 519 is a
22 protective order in this case. And Marty I
23 understand you have --
24 MR. KORESAWA: Yeah. I just want to
25 state for the record that the -- the
7 1 executed Exhibit A -- Attachment A -- excuse
2 me -- Exhibit A, the secrecy agreement is
3 limited to the scope of today's deposition;
4 and for today that he will not be shown any
5 Cook documents.
6 And going forward to the extent that
7 there are any other confidential documents
8 that are going to want to be shown, I think
9 that we're going to need a new Exhibit A
10 that he'll be bound to, a subsequent new
11 secrecy agreement.
12 MR. SCHIGELONE: Okay.
13 THE WITNESS: Okay. Thank you.
14 MR. SCHIGELONE: I'll give that back to
15 you.
16 THE WITNESS: Okay.
17 MR. SCHIGELONE: Thank you.

The video player shows a timestamp of 'APR 11 2017 9:29:06' and a duration of '04:21:55...'. The transcript viewer shows the current line of the transcript being viewed.

Playing Deposition Video Clips in Court

CLIP1



15 Q. And at least as of October 2003 had your
16 experience with the pain pumps in the glenohumeral
17 joint of the shoulder been good?
18 A. Generally, yeah, they helped people stay
19 comfortable and they seemed to be an enhancement to the
20 quality of their life.

2596-044

Providence Health System
Providence St. Vincent Medical Center
P.O. Box 3396
Portland, OR 97208-3396

JUAN ALBERTO HUERTA
APT 41
2805 SW 214TH AVE
BEAVERTON OR 97008-1351

Patient Information Date: 10/01/04
Name: JUAN ALBERTO HUERTA
Reference Number: C01312844
Account Number: Y0424511780
Date of Service: 09/27/04
Service Provided: OUTPATIENT PROCEDURE
Insurance: LIBERTY NW/WC
Total Balance: \$0.00
Call us at 503-216-4300 or 1-877-216-7833
If you have questions about this account.
Uninsured patients may qualify for free or reduced cost medical care. Contact us for information.

Charge Activity

Service Date	Service Description	Quantity	Unit Charge	Total Charge
09/27	VALDECOXIB	2	9.50	19.00
09/27	HYDROCODONE-ACETAMIN 5-500 MG	2	7.85	15.70
09/27	FAMOTIDINE	1	5.35	5.35
09/27	OXYCODONE	1	7.85	7.85
09/27	PROPOFOL	1	72.20	72.20
09/27	VECURONIUM BROM	1	38.55	38.55
09/27	BACITRACIN	1	38.55	38.55
09/27	BACITRACIN	-1	38.55	-38.55
09/27	MIDAZOLAM	1	36.05	36.05
09/27	BUPIVACAINE-EPI 0.5%-1/200000	1	65.20	65.20
09/27	LIDOCAINE-EPI 2%-1/100000	10	38.55	385.50
09/27	LIDOCAINE-EPI 2%-1/100000	-4	38.55	-154.20
	TOTAL PHARMACY			491.20
09/27	SOL IV PLASMA-LYTE	1	11.00	11.00
09/27	IV SOLUTIONS/SET UP	1	45.00	45.00
09/27	SOL IRRIG LR/INACL 3000 CC	8	14.00	112.00
	TOTAL IV SOLUTIONS			168.00
09/27	BAIR HUGGER BLANKET	1	153.00	153.00
09/27	MIS CANNISTER LARGE CAPACITY	1	54.00	54.00
09/27	ORT SLING PREMIUM	1	138.00	138.00

TOTAL IV SOLUTIONS 168.00

09/27 BAIR HUGGER BLANKET 1 153.00 153.00

09/27 MIS CANNISTER LARGE CAPACITY 1 54.00 54.00

09/27 ORT SLING PREMIUM 1 138.00 138.00

TOTAL NON-IV SOLUTIONS 345.00

Dx2596-044

Displaying Non-Videotaped Depositions on the Fly

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY
Mark Adams 3/21/2017
Page 6

10	Q.	Good morning.
11	A.	Good morning.
12	Q.	Please state your full name for the
13		record.
14	A.	Mark Lindsey Adams.

12	Q.	Please state your full name for the
13		record.
14	A.	Mark Lindsey Adams.
15	Q.	And your address, please.
16	A.	1969 Hawk Circle, Sandy, Utah.
17	Q.	Have you ever given testimony in a
18		deposition before?
19	A.	No, sir.
20	Q.	Have you ever given testimony at trial
21		before?
22	A.	No.
23	Q.	Okay. So before we get into this I'd
24		like to explain a few ground rules. Understand I'm
25		going to be asking questions, and I -- the court

DTI Court Reporting Solutions - Chicago
800-868-0061 www.deposition.com

Deposition Clips Made into Slides

Q. Was this engagement limited to the sublease of East 57th Street?

A. 1,000 percent

S. Siegel Trial Testimony
11/30/2022 Pg. 191:23-192:6



Q. Were you ever involved whatsoever in acquisition of space?

A. No.

Q. Did Mr. Harnden ever ask you to help him acquire space?

A. No.

Q. Did you ever seek any space for Pace?

A. No.

Q. Do you have any understanding as to how that found its way into this agreement?

A. No.

P. Walker Trial Testimony
12/02/2022 Pg. 682:5-13



And you hired him for that job, to take over for Cushman?

A. Yes.

Q. And what was the purpose for hiring Mr. Walker, simply to replace Cushman?

A. Yes.

Q. And to handle the subleasing at that location; correct?

A. Yes.

Q. You never asked Mr. Walker to look for space for you, did you?

A. No.

C. Harnden Trial Testimony
12/2/2022 Pg. 632:16-25



Q. Was it CBRE's intention to have this agreement relate to any of the work that Mr. Siegel was doing for Pace down on West 25th Street?

A. No, I mean, look, there's this thing about acquisition of space that you'll see, but that was never intended. I think very clearly, broker Paul Walker pulled the wrong form of the system which happens.

E. Kleinberg Trial Testimony
12/07/2022 Pg. 1233:2-8



John Orr, 9/26/18,
309:10-25

**Leidos Construction
Manager**



Global Drops the Ball

10 Q Okay. So not having up-to-date QA/QC
11 information, it's a problem?

12 **A Absolutely.**

13 Q Okay. And it's a problem that should not
14 happen; right?

15 **A That is not something you would expect from
16 an experienced mechanical contractor. Yes,
17 that's a problem.**

18 Q And it was something that you were counting
19 on not happening by having a subcontractor handle
20 that?

21 **A Absolutely. That's a standard thing that
22 they have their subcontractors handle their own
23 QA/QC.**

24 Q So they dropped the ball?

25 **A Yes.**

Using AI to Create Video and Audio Clips

The screenshot displays the Descript AI video editing interface. The main window shows a video clip of Ken Mundt (Miller) speaking. The script is displayed on the left, and the video preview is on the right. The interface includes a timeline at the bottom and a sidebar on the right with various editing options.

Ken Mundt (Miller) | Descript

Ken Mundt (Miller)

Ken Mundt

/ Ken Mundt, I'm an epidemiologist, have been one for a very long time.

Add speaker

/ Have you, in your experience as an epidemiologist, -- done any evaluations of the available literature addressing ethylene oxide? -

Yes, I would say comprehensively was part of a team that looked at not just the epidemiological literature, but also the toxicological and disease mechanistic

Scene

Choose template

Duration 1:43.9 sec

Background

Effects

Transitions

Layers

T Captions

T Captions

Script

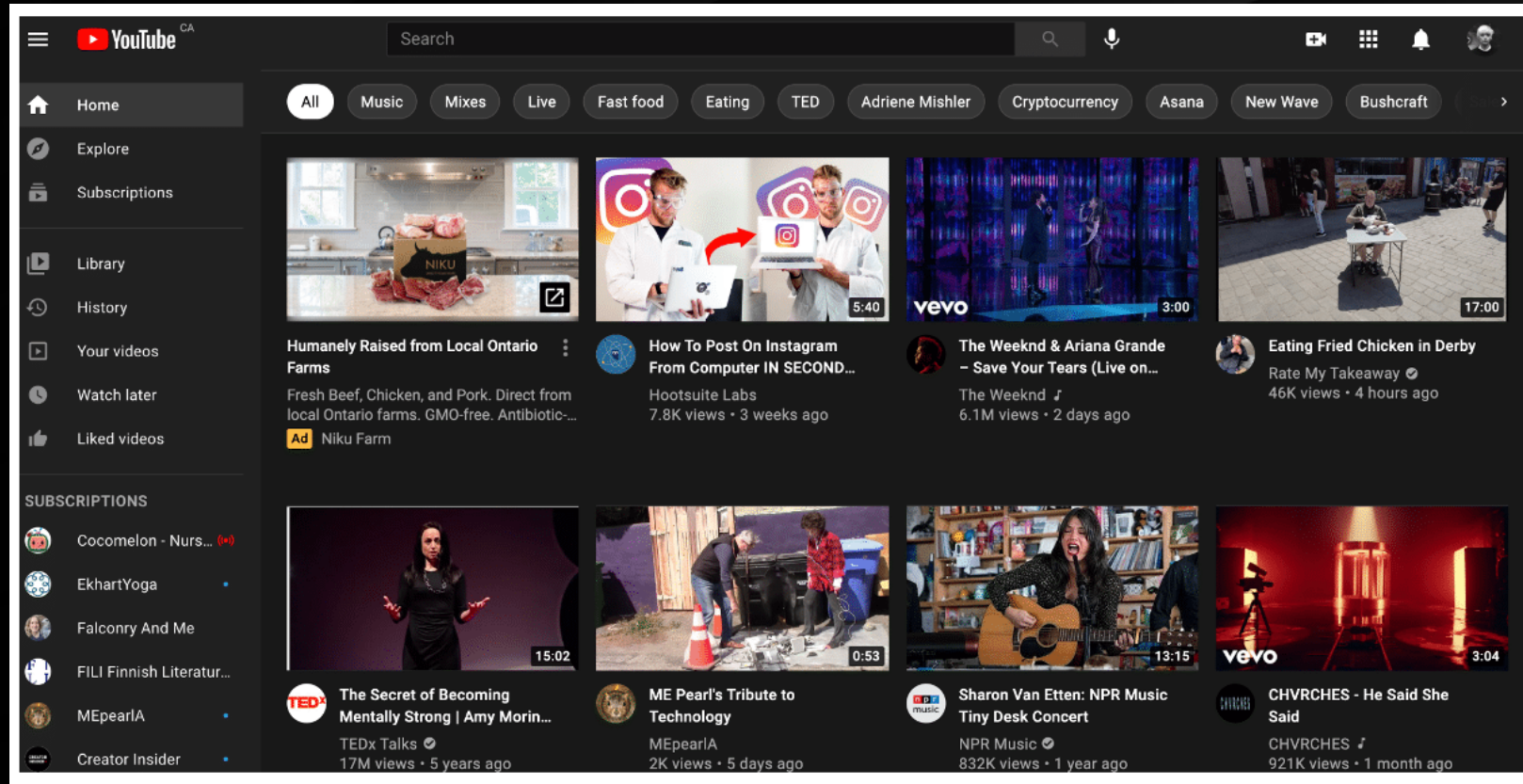
Hide timeline 02:09.2 / 02:15.1

occurrence of breast cancers in the highly exposed et ... oxide ... sterilization workers. No ... association certain increases risk ... the could attributed to ethylene oxide exposure.

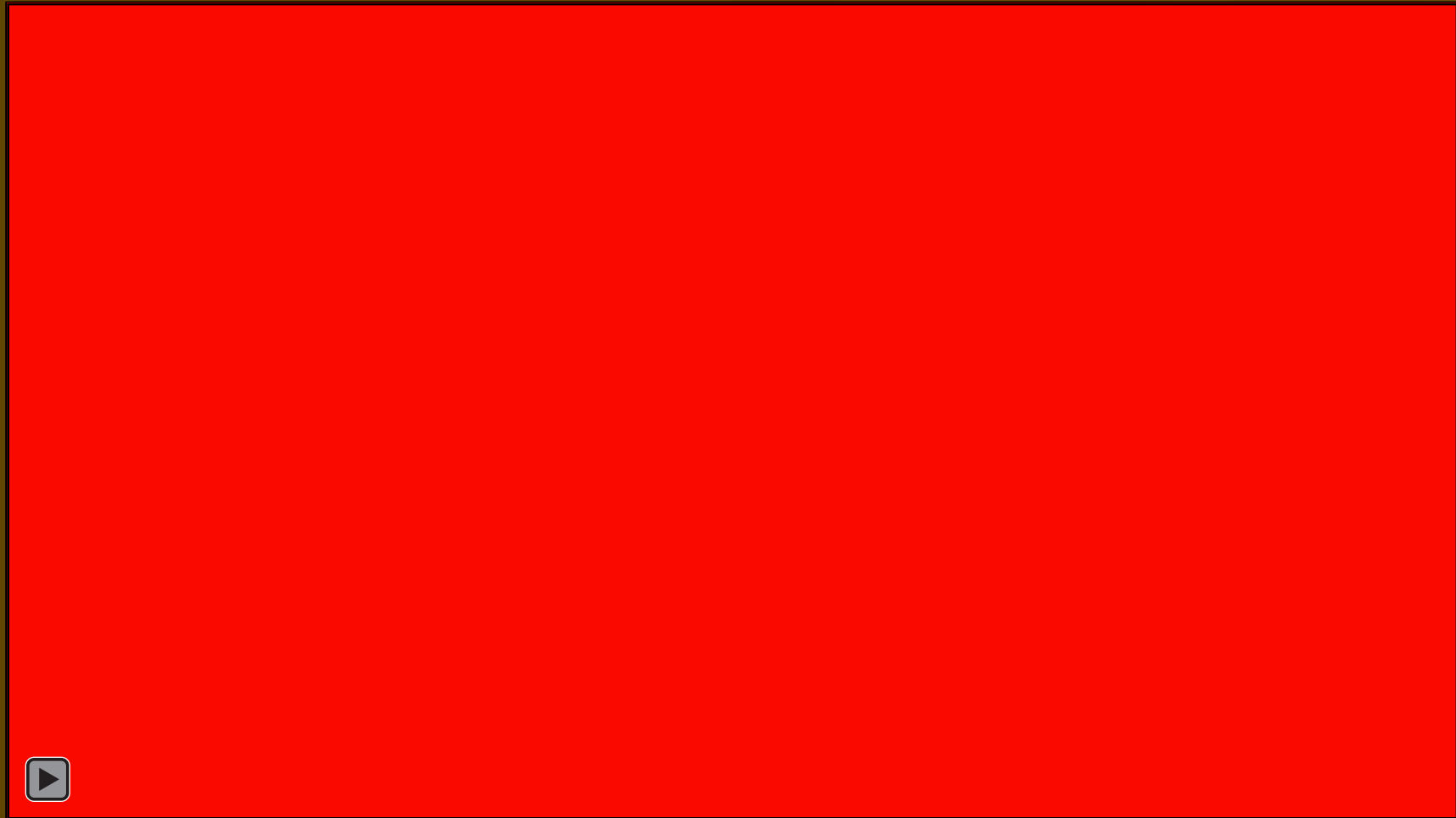
Using Custom Animations



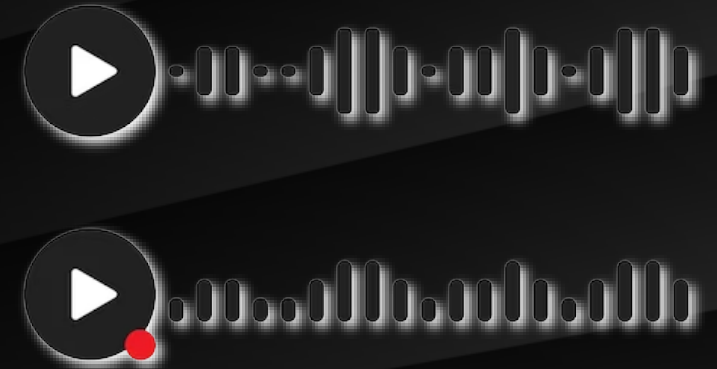
YouTube Videos (Captured Locally)



Client Marketing Animations



Surveillance Videos & Recorded Audio



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Demonstratives & PowerPoint at Trial

*openings, closings,
direct examinations,
and directed verdict
arguments*

When to Use Demonstratives and PowerPoint at Trial

1 Opening Statements

2 Witness Examinations

3 Directed Verdict

4 Closing Arguments

Demonstrative Graphic Design



Demonstrative Boards



PowerPoints – Opening - Closing



Timelines (Dynamic with PowerPoint)



Organizational Charts



Diagrams



Graphs



Venn and other Diagrams



Video and Website Capture

Easy-to-Read Table Charts

IRRELEVANT EXCUSES

"We don't have a non-compete"

"Jupiter doesn't compete with Saturn"

"We can use Confidential Information in the course of employment with Jupiter"

Dumpster defense (*equipment thrown*)

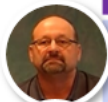
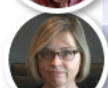
"JUP knew what we were up to"

"JUP didn't treat us right/low morale"

"All information is publicly available"

Plaintiffs Were Paid and Did Not Appeal

Point 5

	Plaintiff	Claimed to MODAG	Allowed by MODAG at Spot Prices	Any Appeal?
	Plaintiff Arens	\$813,899.80	\$378,286.24	NO
	Plaintiffs Schnitker	\$1,365,229.25	\$576,830.29	NO
	Plaintiffs Vogt	\$411,115.42	\$204,491.40	NO
	Plaintiffs Dye	\$1,468,634.79	\$759,896.87	NO

Investigations Found ADM Conspiracy, No Wrongdoing

Point 2



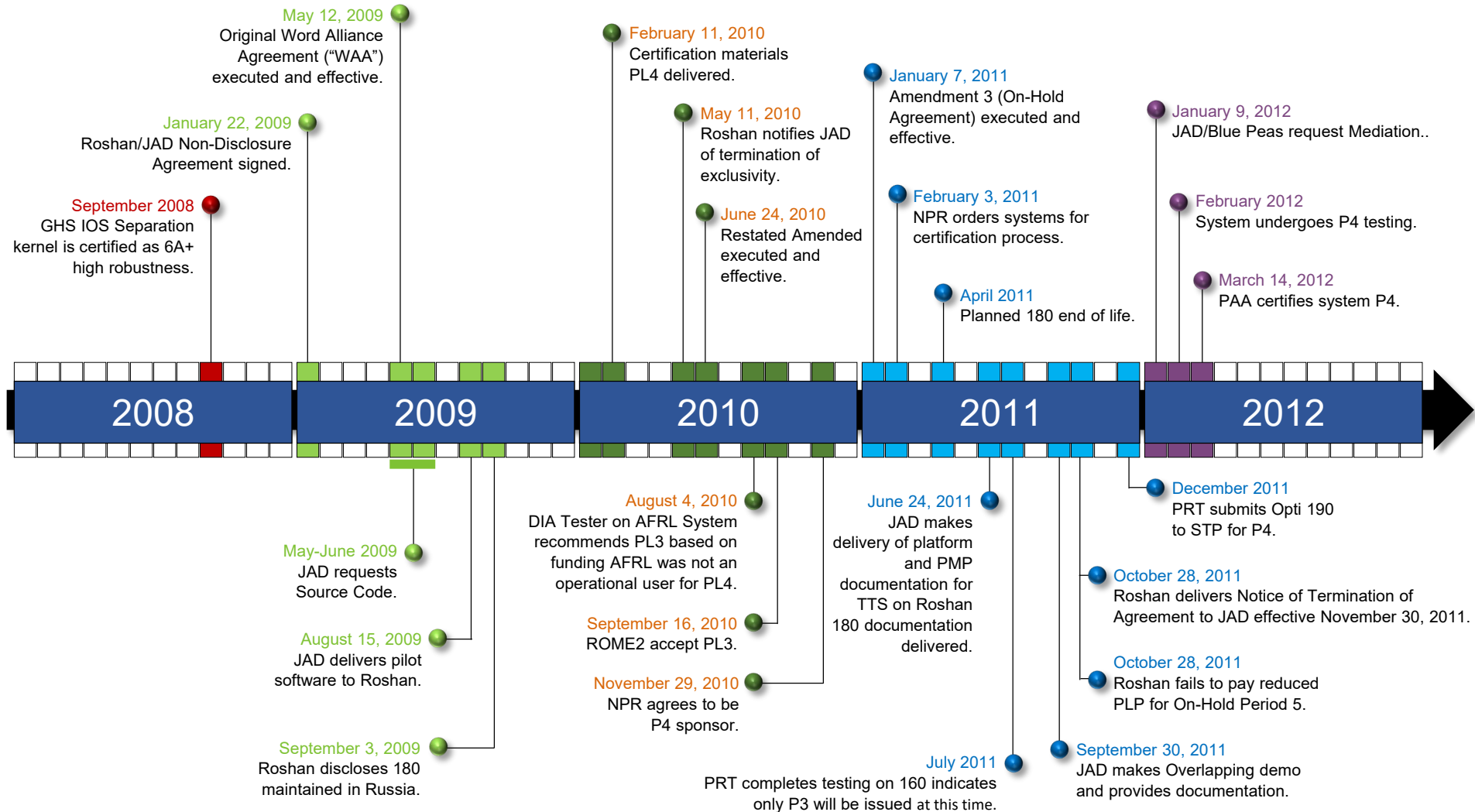
ADM and Jay W.



ty of Fraud	Never Charged, Cleared
ty of Fraud	Never Charged, Cleared
ty of Fraud	Never Charged, Cleared
ty of Fraud	Never Charged, Cleared*

*Investigated ADM and Jay Wisniewski and decided they did not need to pursue further

Dynamic Timelines



Timeline of Events (2016)

Oct. 7, 2015

Hardy files lawsuit

4/28/16

- Dad died earlier this month
- Mom has chronic illness
- Work-conflict – Driver + Management
- Abusive Relationship with Father/Step father

Apr. 2016

Hardy's step father drank himself to death on step father's birthday

Apr. 28, 2016

Hardy began seeing therapist Jim Ferrara and disclosed in therapy that:

- **Hardy's step-father verbally abused him all his life and was an alcohol and cocaine addict**
- **Hardy's mother was disabled, and he was having problems at work**

Jun. 16, 2016

Dr. Kapell prescribed Hardy Prozac and anxiety medication without ever seeing Hardy

Saw counselor:

- ✓ 1 year and 9 months after filing MCAD charge
- ✓ 7 months after lawsuit filed

Sept. 22, 2016

Hardy describes two UPS attorneys who conducted his deposition as "2 black attorneys from Atlanta."

Comparisons

Table A-1

Universal Lending Division - Historical Mortgage Loan Volume by Product Type

Year	Mon	Universal Product			SAM Product			Other	ULI
		Universal w/ Permanent Buydown	Universal	Universal TOTAL	SAM w/ Permanent Buydown	SAM	SAM TOTAL		
1999	07	1,361,000	1,479	1,362,479	544,500	0	544,500	327,005	2
1999	08	16,416,600	4,363,300	20,779,900	746,700	0	746,700	670,410	4
1999	09	10,020,500	3,204,400	13,224,900	1,022,100	0	1,022,100	618,810	6
1999	10	13,838,800	1,549,900	15,388,700	1,059,300	0	1,059,300	366,871	4
1999	11	11,457,100	1,538,800	12,995,900	1,145,600	99,400	1,245,000	172,100	0
1999	12	7,832,900	1,720,782	9,553,682	694,800	70,300	765,100	143,250	6
2000	01	8,315,800	3,320,625	11,636,425	2,400,200	1,741,200	4,141,400	231,200	8
2000	02	3,328,800	2,784,200	6,113,000	1,769,900	1,077,700	2,847,600	0	9
2000	03	1,071,900	2,285,000	3,356,900	402,000	0	402,000	0	6
2000	04	286,200	2,782,300	3,068,500	2,024,800	1,204,600	3,229,400	480,500	4
2000	05	496,600	2,346,500	2,843,100	189,800	1,642,600	1,832,400	0	8
2000	06	268,100	1,747,100	2,015,200	0	6,092,030	6,092,030	0	7
2000	07	0	1,013,711	1,013,711	0	6,840,100	6,840,100	130,000	7
2000	08	0	1,138,401	1,138,401	0	6,727,520	6,727,520	0	9
2000	09	0	801,700	801,700	0	8,735,520	8,735,520	0	0
2000	10	0	876,500	876,500	0	9,249,020	9,249,020	0	9
2000	11	0	1,077,350	1,077,350	0	8,694,745	8,694,745	0	7
2000	12	0	751,593	751,593	0	6,756,872	6,756,872	103,500	7
2001	01	0	921,700	921,700	0	6,207,806	6,207,806	0	7
2001	02	0	921,700	921,700	0	6,207,806	6,207,806	0	7
TOTAL		149,788,443	314,643,489	464,431,932	12,881,200	65,194,313	78,075,513	53,647,606	596

Only Plaintiffs' Attorney Found Wrongdoing

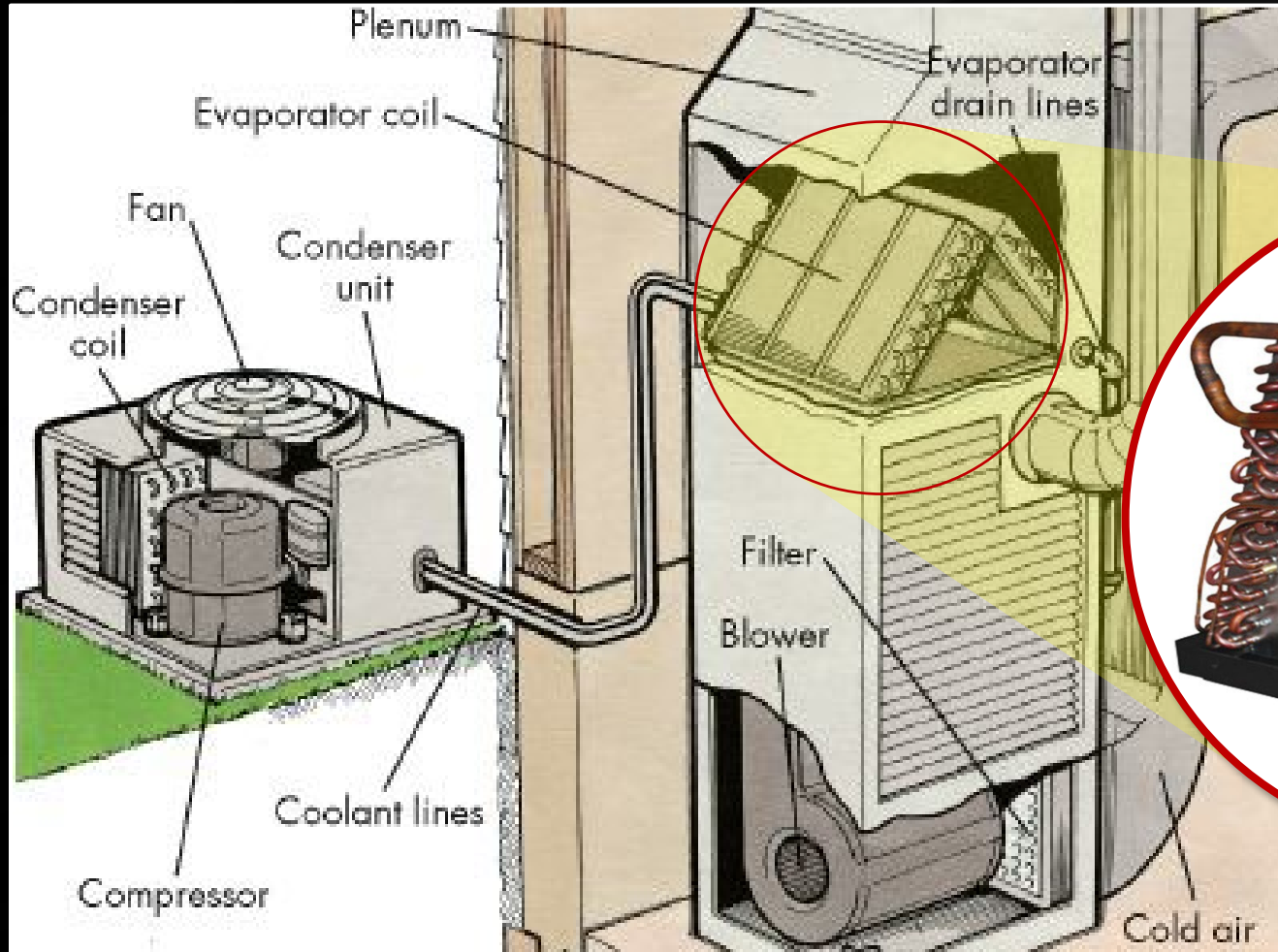


ADM → No Fraud

Plaintiffs' Attorney
Stands Alone



Animated Call Outs



PowerPoint Animations

Dynamics AX



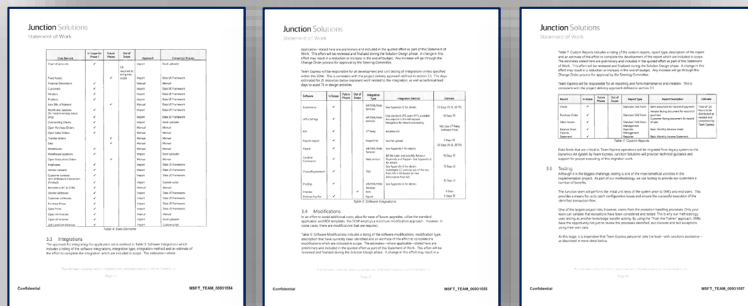
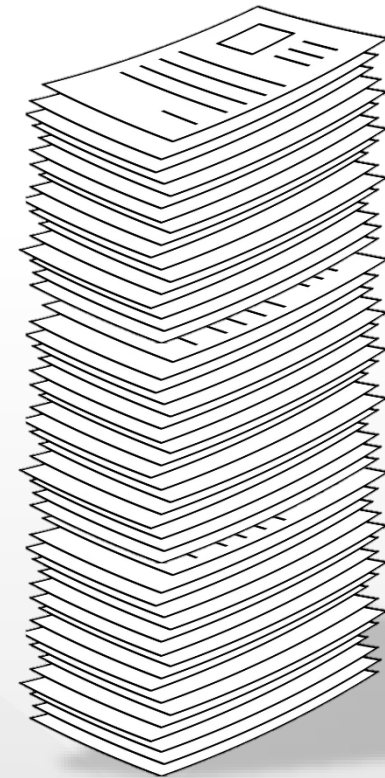
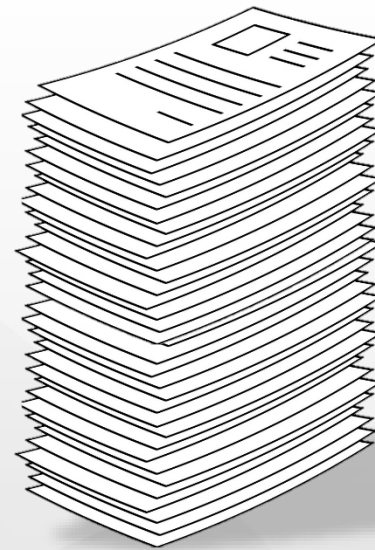
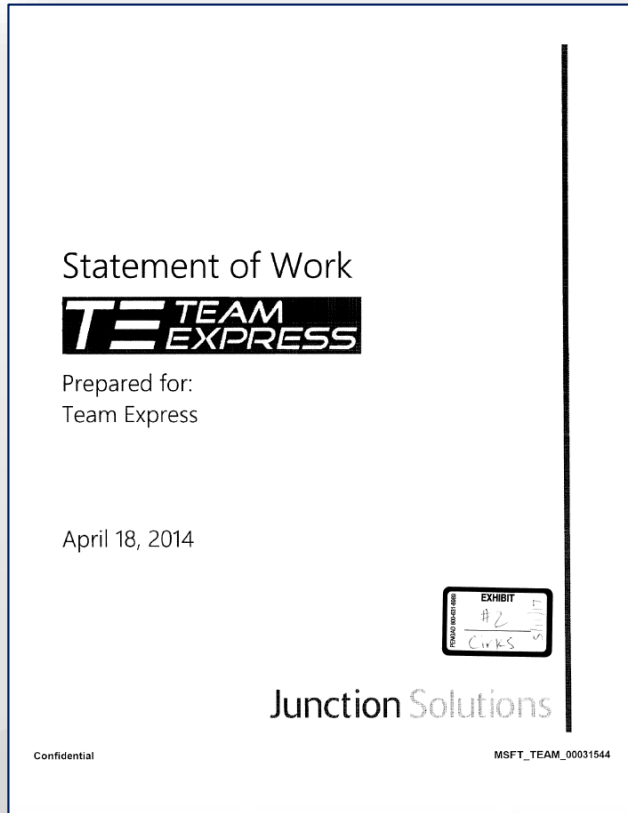
Dynamics AX – Restocking



Dynamics AX – Warehouse



Shared Responsibilities



PX # 15

Data Migration

TEAM
EXPRESS



Junction Solutions "Check List"



Timeline

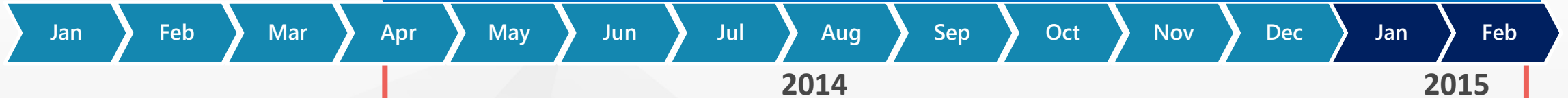
**TEAM
EXPRESS**



Junction Solutions

Between April 2014 and February 2015,
Junction Solutions worked with Team Express to customize
and implement Dynamics AX.

Microsoft Is Unaware



April 18, 2014

Team Express Statement of
Work ("SOW") contracts with
Junction Solutions.

February 23, 2015

Scheduled "go-live" date

Calculation of Commission Owed by Pace to CBRE on the June 2015 Lease (Dx 164)

Year	Total Rent at 3% Annual Increase	Total Rent at 3% Annual Increase with Year Six Adjustment	Percentage of Rent to be Paid as Commission	Commission Owed by Pace to CBRE at 3% Annual Increase	Commission Owed by Pace to CBRE at 3% Annual Increase Year Six Adjustment
1	\$ 8,400,000	\$ 8,400,000	5%	\$ 420,000	\$ 420,000
2	\$ 8,652,000	\$ 8,652,000	4%	\$ 346,080	\$ 346,080
3	\$ 8,911,600	\$ 8,911,560	4%	\$ 356,464	\$ 356,462
4	\$ 9,178,907	\$ 9,178,907	3.5%	\$ 321,262	\$ 321,262
5	\$ 9,454,274	\$ 9,454,273	3.5%	\$ 330,900	\$ 330,900
6	\$ 9,737,902	\$11,685,483	3%	\$ 292,137	\$ 350,564
7	Sixth Lease Year		The greater of (x) \$9,737,902.21, and (y) Fair Market Rent as calculated in accordance with Exhibit "1.3-2" (but in no event more than \$11,685,482.65)		\$ 361,081
8					\$ 371,914
9					\$ 383,071
10					\$ 394,563
11					\$ 338,667
12	\$ 11,627,564	\$13,953,077	2.5%	\$ 290,689	\$ 348,827
13	\$ 11,976,310	\$14,371,670	2.5%	\$ 299,409	\$ 359,292
14	\$ 12,335,683	\$14,802,820	2.5%	\$ 308,392	\$ 370,070
15	\$ 12,705,753	\$15,246,905	2.5%	\$ 317,644	\$ 381,172
16	\$ 13,086,926	\$15,704,312	2%	\$ 261,738	\$ 314,086
17	\$ 13,479,534	\$16,175,441	2%	\$ 269,591	\$ 323,509
18	\$ 13,883,919	\$16,660,705	2%	\$ 277,678	\$ 333,214
19	\$ 14,300,437	\$17,160,526	2%	\$ 286,009	\$ 343,211
20	\$14,729,450	\$17,675,341	2%	\$ 294,589	\$ 353,507
Total				\$ 6,213,661	\$ 7,101,452

PERIOD	AGGREGATE FIXED RENT (PER ANNUM)	AGGREGATE FIXED RENT (PER MONTH)
First Lease Year	\$8,400,000.00	\$700,000.00
Second Lease Year	\$8,651,999.99	\$720,999.99
Third Lease Year	\$8,911,559.99	\$742,629.99
Fourth Lease Year	\$9,178,906.79	\$764,908.90
Fifth Lease Year	\$9,454,273.99	\$787,856.17
Sixth Lease Year	The greater of (x) \$9,737,902.21, and (y) Fair Market Rent as calculated in accordance with Exhibit "1.3-2" (but in no event more than \$11,685,482.65)	
Seventh Lease Year	An amount equal to 103% of the Sixth Lease Year Fixed Rent	TBD
Eighth Lease Year	An amount equal to 103% of the Seventh Lease Year Fixed Rent	TBD
Ninth Lease Year	An amount equal to 103% of the Eighth Lease Year Fixed Rent	TBD
Tenth Lease Year	An amount equal to 103% of the Ninth Lease Year Fixed Rent	TBD
Eleventh Lease Year	The greater of (x) 103% of the Tenth Lease Year Fixed Rent, and (y) Fair Market Rent as calculated in accordance with this Exhibit "1.3-2"	
Twelfth Lease Year	An amount equal to 103% of the Eleventh Lease Year Fixed Rent	TBD
Thirteenth Lease Year	An amount equal to 103% of the Twelfth Lease Year Fixed Rent	TBD
Fourteenth Lease Year	An amount equal to 103% of the Thirteenth Lease Year Fixed Rent	TBD
Fifteenth Lease Year	An amount equal to 103% of the Fourteenth Lease Year Fixed Rent	TBD
Sixteenth Lease Year	The greater of (x) 103% of the Fifteenth Lease Year Fixed Rent, and (y) Fair Market Rent as calculated in accordance with Exhibit 1.3-2	
Seventeenth Lease Year	An Amount equal to 103% of the Sixteenth Lease Year Fixed Rent	TBD
Eighteenth Lease Year	An Amount equal to 103% of the Seventeenth Lease Year Fixed Rent	TBD
Nineteenth Lease Year	An Amount equal to 103% of the Eighteenth Lease Year Fixed Rent	TBD
PERIOD	AGGREGATE FIXED RENT (PER ANNUM)	AGGREGATE FIXED RENT (PER MONTH)
Twentieth Lease Year and thereafter until the Fixed Expiration Date	An Amount equal to 103% of the Nineteenth Lease Year Fixed Rent	TBD

June 2015 Lease (Dx 164)

MANHATTAN COMMISSION RATES Sale and Lease Transactions

1. LEASE COMMISSION RATES: Subject to the Definitions and the applicable provisions set forth below, CBRE shall be paid Commissions on Lease transactions calculated by (a) multiplying the Rent by the following Lease Commission Rates and (b) adding the products together:

First full year	5%
Second year	4%
Third year	4%
Fourth year	3-1/2%
Fifth year	3-1/2%
Sixth year through and including the 10th year	3%
Eleventh year through and including the 15th year	2-1/2%
Sixteenth year through and including the 20th year	2%
Twenty-first year and beyond	1%

CBRE's Rate Sheet (Px 152)

Calculation of Commission Owed by Pace to CBRE on the June 2015 Lease (Dx 164)

Year	Total Rent at 3% Annual Increase	Total Rent at 3% Annual Increase with Year Six Adjustment	Percentage of Rent to be Paid as Commission	Commission Owed by Pace to CBRE at 3% Annual Increase	Commission Owed by Pace to CBRE at 3% Annual Increase Year Six Adjustment
1	\$ 8,400,000	\$ 8,400,000	5%	\$ 420,000	\$ 420,000
2	\$ 8,652,000	\$ 8,652,000	4%	\$ 346,080	\$ 346,080
3	\$ 8,911,600	\$ 8,911,560	4%	\$ 356,464	\$ 356,462
4	\$ 9,178,907	\$ 9,178,907	3.5%	\$ 321,262	\$ 321,262
5	\$ 9,454,274	\$ 9,454,273	3.5%	\$ 330,900	\$ 330,900
6	\$ 9,737,902	\$11,685,483	3%	\$ 292,137	\$ 350,564
7	\$ 10,030,039	\$12,036,047	3%	\$ 300,901	\$ 361,081
8	\$ 10,330,940	\$12,397,129	3%	\$ 309,928	\$ 371,914
9	\$ 10,640,868	\$12,769,043	3%	\$ 319,226	\$ 383,071
10	\$ 10,960,094	\$13,152,114	3%	\$ 328,803	\$ 394,563
11	\$ 11,288,897	\$13,546,677	2.5%	\$ 282,222	\$ 338,667
12	\$ 11,627,564	\$13,953,077	2.5%	\$ 290,689	\$ 348,827
13	\$ 11,976,310	\$14,371,670	2.5%	\$ 299,409	\$ 359,292
14	\$ 12,335,683	\$14,802,820	2.5%	\$ 308,392	\$ 370,070
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Total				\$ 6,213,661	\$ 7,101,452

PERIOD	AGGREGATE FIXED RENT (PER ANNUM)	AGGREGATE FIXED RENT (PER MONTH)
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Ninth Lease Year	An amount equal to 103% of the Eighth Lease Year Fixed Rent	TBD
Tenth Lease Year	An amount equal to 103% of the Ninth Lease Year Fixed Rent	TBD
Eleventh Lease Year	The greater of (x) 103% of the Tenth Lease Year Fixed Rent, and (y) Fair Market Rent as calculated in accordance with this Exhibit "1.3-2"	TBD
Twelfth Lease Year	An amount equal to 103% of the Eleventh Lease Year Fixed Rent	TBD
Thirteenth Lease Year	An amount equal to 103% of the Twelfth Lease Year Fixed Rent	TBD
Fourteenth Lease Year	An amount equal to 103% of the Thirteenth Lease Year Fixed Rent	TBD
Fifteenth Lease Year	An amount equal to 103% of the Fourteenth Lease Year Fixed Rent	TBD
Sixteenth Lease Year	The greater of (x) 103% of the Fifteenth Lease Year Fixed Rent, and (y) Fair Market Rent as calculated in accordance with Exhibit 1.3-2	TBD
Seventeenth Lease Year	An Amount equal to 103% of the Sixteenth Lease Year Fixed Rent	TBD
Eighteenth Lease Year	An Amount equal to 103% of the Seventeenth Lease Year Fixed Rent	TBD
Nineteenth Lease Year	An Amount equal to 103% of the Eighteenth Lease Year Fixed Rent	TBD
PERIOD	AGGREGATE FIXED RENT (PER ANNUM)	AGGREGATE FIXED RENT (PER MONTH)
Twentieth Lease Year and thereafter until the Fixed Expiration Date	An Amount equal to 103% of the Nineteenth Lease Year Fixed Rent	TBD

June 2015 Lease (Dx 164)

MANHATTAN COMMISSION RATES Sale and Lease Transactions

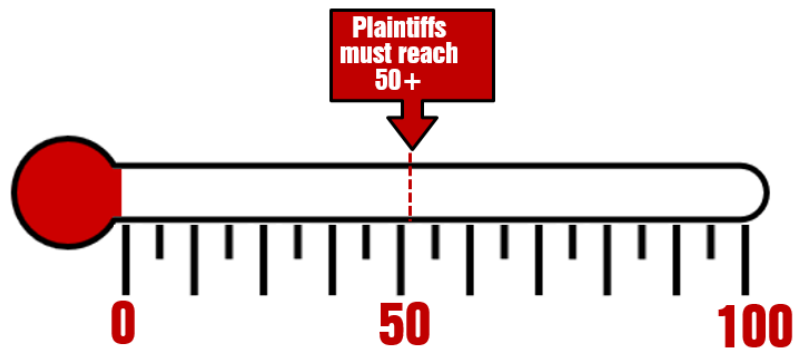
1. LEASE COMMISSION RATES: Subject to the Definitions and the applicable provisions set forth below, CBRE shall be paid Commissions on Lease transactions calculated by (a) multiplying the Rent by the following Lease Commission Rates and (b) adding the products together:

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Fifth year	3-1/2%
Sixth year through and including the 10th year	3%
Eleventh year through and including the 15th year	2-1/2%
Sixteenth year through and including the 20th year	2%
Twenty-first year and beyond	1%

CBRE's Rate Sheet (Px 152)

Closing Slides

Burden of Proof Rests Entirely with Plaintiffs



All Jurors Must be Convinced

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Verdict: To Speak the Truth

- *Please keep an open mind*
- *Remember my response... What would I Say?*
- *...Use your common sense...*

No Liability → No recovery

No Causation → No recovery

- *Defense Verdict*

\$0 in Damages

75

Directed Verdict Argument

- Use PowerPoint to focus Court on pertinent testimony, or lack thereof
- Use PowerPoint to direct or remind Court of legal standards, law in support

I(A). CAUSATION: BURDEN OF PROOF NOT MET

- Directed verdict in favor of Device Company is warranted because Plaintiffs have failed to adduce expert testimony that John Doe's statements and conduct on September 14, 1998 caused Nicole Hurley's cardiac arrest on October 26, 1998.
- Three areas of testimony specifically reflect plaintiffs' causation failures:
 1. Plaintiffs' expert witnesses agree that **the decision** to reduce the rate of Ms. Hurley's pacemaker **was Dr. Landesman's, not Mr. Doe's**.
 2. Furthermore, Dr. Cecchin, Plaintiffs' only medical causation expert, has testified that **Dr. Landesman was the cause** of Nicole Hurley's cardiac arrest
 3. Finally, Plaintiffs' attempts to elicit the requisite causation testimony were insufficient as **a matter of law**.

I(A)(1). THE DECISION WAS DR. LANDESMAN'S

Dr. Cecchin repeatedly testified that Dr Landesman was responsible for the decision to reprogram the pacemaker rate on September 14, 1998

Q: The decision how therapy should be delivered is a physician's decision, true?

A: Yes.

Q: The decision has [sic] to how what pacemaker settings to choose is the physician's decision, true?

A: Yes.

• (Transcript of December 11, 2007 trial testimony at 143.)

Q: Ultimately programming decisions are medical decisions for patient care that are based on a physician's independent medical judgment, true?

A: Yes.

• (Transcript of December 11, 2007 trial testimony at 146.)

I(A)(2). DR. LANDESMAN WAS THE CAUSE

DR CECCHIN TESTIFIED TO A REASONABLE DEGREE OF MEDICAL PROBABILITY THAT DR LANDESMAN WAS THE CAUSE OF THE CARDIAC ARREST AND THAT DR LANDESMAN COULD HAVE AND SHOULD HAVE PREVENTED THAT CARDIAC ARREST AND ALL CONSEQUENT DAMAGES

Q: And when you looked at them you decided and you gave the opinion to a reasonable degree of medical probability that it was Dr. Landesman's negligence that caused the arrest. True?

A: Yes.

• (Transcript of December 12, 2007 trial testimony at 35.)

➤ Dr. Cecchin stands by the opinion that he gave in his disclosure.

• (Transcript of December 12, 2007 trial testimony at 38.)

➤ Dr. Cecchin stands by the opinion he gave in 2001.

• (Transcript of December 12, 2007 trial testimony at 56.)

BIGLAW REDEFINED

Pretrial Prep and Potential Tech Issues That May Arise at Trial

*how to quickly
overcome them*

Trial Prep and Timing

- **Final – Final exhibits in PDF format**
- **Synced videotaped depositions**
 - *Require digital videos*
 - Potential conversion needed
 - *Deposition transcripts must be in TXT (ascii) format*
 - Potential call to court reporter
 - *Transcript and videos must be synced*
 - Extra time and cost

Trial Prep and Timing, cont'd.

- **Creation of Video clips for Impeachment**
- **Witnesses called by video depositions**
 - *Called by us*
 - *Called by the other side*
 - *Last-minute rulings*
- **Impeachment Exhibits**
- **PowerPoint Presentations**
 - *Openings*
 - *Closings*

Potential Tech Issues at Trial and How to Prevent them

- Laptop doesn't have HDMI connection
- Old Courtroom technology with VGA inputs
- Missing exhibits or wrong version loaded in Exhibit Database
 - *Communication is key*
 - *Worst-case, use the Elmo*
- Main laptop crashes
 - *Make sure your trial tech always has an UPDATED back up*
- Projector light bulb goes out
- No court-provided internet
- Ability to print to court
- Replacement batteries for PowerPoint clicker

BIGLAW REDEFINED

**Best Practices for
Working with a
Trial Tech
Specialist**

*including the
attorney's
responsibilities
at trial*

Best Practices for Working with a Trial Tech Specialist

- **Communication is key**
 - *Straight to the source*
- **Advance Preparation**
 - *Make sure trial tech has ALL exhibits (Both sides) and ALL depositions loaded*
 - *Given final versions of any PowerPoint presentations*
 - *Any new exhibits*
 - *Any changed/added exhibits*
 - *Any impeachment exhibits*
 - *Coordinate how to call them in court (i.e. [ClientsName-001])*
 - *Deposition video clips*
 - *Witness outlines?*

Best Practices for Working with a Trial Tech Specialist

- **Never ever ask for an exhibit by what it is**
 - *Always call out the Exhibit number and the specific page number (DX 025 – 050)*
 - *Make sure witness outlines have these EXH-PAGE numbers written on them*
- **IF all fails, have a paper back up**
 - *At least of the exhibits used during the witness examinations*

BIGLAW REDEFINED

Questions?

and / or comments

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Other Litigation Support Services

- Document review databases
- Document review coordination
- Project consulting / management
- E-discovery consulting
- Vendor management
- Transcript management
- Timelines
- Extranets
- Graphics
- Courtroom Presentations
- Equipment Rentals
- Training
- Imaging / OCR
- Document Coding
- Productions