

AGREED STIPULATIONS

1. Advanced Distribution, LLC is a limited liability corporation organized under the laws of the State of Tennessee. The principal place of business is 411 Wix Avenue, Branton, TN 37000. Elliott Cash is the Chief Manager and Registered Agent for Advanced Distribution, LLC. Advanced Distribution, LLC is the owner of a distribution center located at 111 Distribution Way, Branton, TN 37000. Elliott Maxwell has knowledge of this stipulation and can testify about it.
2. R.M. Construction, LLC is a limited liability corporation organized under the laws of the State of Tennessee. The principal place of business is 303 Burrell Road, Branton, TN 37000. Rowan Maxwell is the President, CEO, and Registered Agent for R.M. Construction, LLC. R.M. Construction, LLC was the general contractor of the distribution center owned by Advanced Distribution, LLC. Rowan Maxwell and Emerson White have knowledge of this stipulation and can testify about it.
3. The Plaintiff filed civil suit against the Defendant in the Circuit Court for Conner County, Tennessee in March 2009 alleging breach of contract and negligent and defective design and construction for the concrete slab-on-grade floor at the distribution center. The Defendant filed its Answer in April 2009 with denials of all disputed facts. The Plaintiff did not sue Alex Burdine, and there is no affirmative defense relating to comparative fault. Rowan Maxwell and Elliott Cash have knowledge of this stipulation and can testify about it.
4. The contract between R.M. Construction, LLC and Advanced Distribution, LLC was signed on September 9, 2005, by Rowan Maxwell and Elliott Cash. Rowan Maxwell and Elliott Cash have knowledge of the contract and can testify to stipulation numbers 4, 5, 6, 7, and 8 concerning the contract.
5. Rowan Maxwell provided the contract for the parties signature.
6. Pursuant to the contract, R.M. Construction, LLC was responsible for taking the functional requirements developed by Advanced Distribution, LLC as described in the specifications, completing the detailed design, and after receiving approval from Advanced Distribution, LLC, proceeding with construction of the distribution center. This type of relationship is described as "design-build."
7. The contract between R.M. Construction, LLC and Advanced Distribution, LLC contains a provision requiring all amendments to be in writing. The provision does not specify whether the writing must be signed by both parties.
8. The contract between R.M. Construction, LLC and Advanced Distribution, LLC contains a merger clause stating that the contract is the entire agreement of the

parties and that any prior agreements are merged into the contract and do not survive the contract.

9. Alex Burdine's excavation company began site work on September 12, 2005. Elliott Cash, Rowan Maxwell, and Emerson White have knowledge of this fact and can testify about it.
10. The distribution center was substantially complete, meaning it was generally capable of being used as intended, on January 15, 2006, which was three weeks earlier than required under the schedule. Elliott Cash, Emerson White, and Rowan Maxwell have knowledge of these facts and can testify about them.
11. The Plaintiff seeks damages for breach of contract in the amount of \$1.3 million dollars plus lost profits and for negligent and defective design and construction in the amount of \$1.4 million dollars.
12. Alex Burdine is "unavailable" as the term is defined in Rule 804(2) of the Mock Trial Rules of Evidence.
13. Exhibit 1 is a note from Alex Burdine to Elliott Cash left on Elliott's desk. Elliott has seen it before and can identify Alex's handwriting. Elliott Cash has knowledge of this stipulation and can testify about it.
14. Exhibit 2 is a note from Alex Burdine to Elliott Cash left under the wipers on Elliott's vehicle the day Alex came to see the finished slab at the distribution center. Elliott has seen it before and can identify Alex's handwriting. Elliott Cash has knowledge of this stipulation and can testify about it.
15. Exhibit 3 is a drawing by Blake Allford depicting her perspective of the cracks in the floors. She drew it during her deposition in conjunction with her testimony, and it was made an exhibit to her statement.
16. Exhibit 4 is the diary of Shelley Cash, Elliott's teenaged daughter. It was produced in expert disclosures as a document relied upon by Ronni Paul in forming Ronni's opinion. Elliott Cash can identify Shelley's handwriting.
17. Exhibits 5 and 6 are letters from Rowan Maxwell to Elliott Cash. Both Rowan Maxwell and Elliott Cash remember the letters and can identify them.
18. Exhibit 7 is the equipment lease agreement that Blake Allford saw on the desk.
19. Exhibit 8 is a purchase order form sent by Emerson White to the concrete plant.
20. All witness deposition statements are sworn by the declarant and were given in June 2009. The signatures on the witness statements and pleadings are omitted due to electronic delivery.

21. Whenever a rule of evidence requires reasonable notice, the teams must presume that such notice has been given.
22. All exhibits included in this problem are authentic and accurate in all respects. No objections as to the authenticity of the exhibits may be made. Exhibits may still be objectionable under the Mock Trial Rules of Evidence or require a proper foundation for admission. Exhibits may be copied and enlarged for demonstrative purposes but shall not exceed 36" by 48" in size.
23. This year, teams may refer to a demonstrative exhibit to show the timeline of construction in closing argument so long as the team creates the demonstrative aid during the course of the trial using proper witness testimony as a foundation. No props (for example, a cone for testing concrete) may be used. Teams may use markers, pens, pointers, or stick-ons to assist in the presentation of witness testimony concerning an exhibit. Except as provided in this stipulation, demonstrative aids are not permitted in the competition. Electronic equipment is not permitted.
24. Participants may only cite evidence contained herein. Cross-reference to other mock trial problems is prohibited. Any similarity to true events or persons is unintentional; as of writing, Advanced Distribution, LLC, R.M. Construction, LLC, and other businesses referenced herein are not legal entities registered with the Tennessee Secretary of State. Parties may not cite legal authority outside that presented in the problem, the Rules of the Competition, and the Mock Trial Rules of Evidence. Additionally, when arguing case law, teams may not cite to any part of the case other than what is provided in these materials, and teams may not provide copies of the case in its true form to the court or jury.
25. Stipulations may not be contradicted or challenged. However, it shall be the responsibility of the teams to bring the stipulations to the attention of the Court as the situation requires.
26. Exhibits 9 and 10 were provided by Advanced Distribution, LLC to RM Construction, LLC for purposes of bidding the job. They are drawings/photos to generally describe the distribution center. Rowan Maxwell and Elliott Cash can testify about this stipulation.
27. Exhibits 11, 12, and 13 are photographs that were taken by Ronni Paul in the course of his evaluation of the distribution center floor in preparation for testimony in this case. Ronni Paul can testify about the photographs as they relate to the evaluation. Ronni Paul, Rowan Maxwell, Elliott Cash, Blake Allford, and Emerson White can identify these photos as accurately depicting the condition of the floor following FuseBox's occupancy of the distribution center.
28. Exhibits 14 and 15 are photographs that were taken by Ronni Paul in the course of testing the distribution center floor. Ronni Paul can testify about the

photographs and this stipulation. Rowan Maxwell may be cross-examined about knowledge of these facts and what the pictures show.

29. Exhibits 16 and 17 are computerized illustrations created by Ronni Paul for purposes of educating the jury through a demonstrative aid. Exhibit 16 demonstrates the difference between a curling slab and a proper slab. Exhibit 17 demonstrates the way a forklift wheel causes cracking if the slab curls. Ronni Paul can testify about the photographs and this stipulation. Rowan Maxwell may be cross-examined about knowledge of these facts.