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Trial Presentation



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Los Angeles – San Francisco – Orange County – Silicon Valley – Inland Empire



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Litigation Graphics

primary to persons residing or doing business in the Territory...

You are instructed that, as a matter of law, an unmarked crosswalk exists at the western edge of the intersection of Los Prados and Lago. However, it is for you to determine whether Mr. You was walking within this unmarked crosswalk.

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Jury Pool: Familiar with Technology



Generation Y **40%**
(1980 onward)



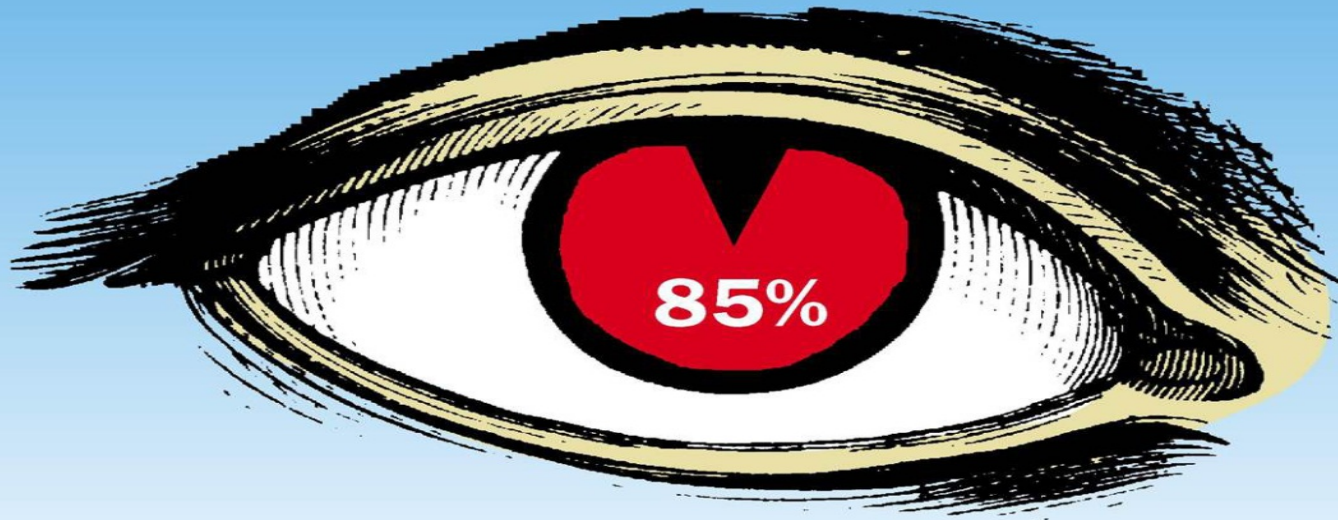
Generation X **40%**
(1965-80)



Remainder **20%**
(pre-1965)

Show the Evidence: No Matter How Eloquently You Speak

**85% of human
knowledge is absorbed
through the use of sight**



Weiss and McGrath, *Technically Speaking: Oral Communication for Engineers, Scientists and Technical Personnel.*

Visual Litigation: A Picture is Worth 1000 Words



Mixed Media = Better Retention

Retention After 3 Days

Telling	10%
Showing	20%
Show & Tell	65%

Weiss and McGrath, *Technically Speaking: Oral Communication for Engineers, Scientists and Technical Personnel.*

Shorter Trial, More Evidence

Efficiency

**Up to 3x - 4x
Quantity of
Evidence**

**30-50%
Reduction
Trial Time**

Trial Presentation: Doesn't Look Flashy

2001-005

Buyer's Guide to ANNUITIES

WHAT IS AN ANNUITY?

An annuity is a series of payments made at regular intervals. You can buy annuity contracts from life insurance companies. In return for premiums that you pay, the company will pay you an annuity. The main reason to buy an annuity contract is to obtain an income, usually for retirement purposes. An annuity contract is not a life insurance policy or a health insurance policy. It is not a savings account or savings certificate, nor should it be bought for short-term purposes.

TYPES OF ANNUITY CONTRACTS

Annuity contracts may be classified in a number of ways. The most common classifications are set out below.

Annuity contracts may be either immediate or deferred. Immediate annuity contracts provide income payments that start shortly after you pay the premium. Deferred annuity contracts provide income payments that start later, often many years later.

Annuity contracts may be either single premium or installment premium. Single premium contracts require you to pay the company only one premium. Installment premium contracts are designed for a series of premiums. Most of these are flexible premium contracts; they allow you to pay as much as you wish whenever you wish, within specified limits. Others are scheduled premium contracts, which specify the size and frequency of your premiums.

Annuity contracts may be either individual or group. Individual contracts cover only one or two persons. Group contracts cover a specified group of people.

Annuity contracts may be fixed, variable, or a combination of both. During the deferred period of a fixed annuity contract, premiums (less charges) are accumulated at rates of interest set by the company. The amount of each annuity payment is determined when payments begin. During the deferred period of a variable annuity, the value of the accumulated premiums (less charges) varies with the performance of a specified pool of investments. The amount of annuity payments also varies with the performance of the pool. Combination annuities allow you to put part of your premium in a fixed annuity and part in a variable annuity.

Some companies offer deposit fund arrangements under the provisions of their life insurance policies or annuity contracts. These arrangements allow you to pay amounts, in addition to your premiums, which will be accumulated at interest in much the same way as under a deferred fixed annuity contract. The balance of this Buyer's Guide deals specifically with deferred fixed annuity contracts and, therefore, is generally applicable to deposit fund arrangements also.

ANNUITY CONTRACT FEATURES

Your value in the contract consists of the premiums you have paid, less charges, plus interest credited. This value is used to calculate the amount of most benefits that you will receive. Charges, interest and benefits are explained below.

4025

Page 1

Def.Exh No:2001 Page5

CONFIDENTIAL
AEQU-SLO-ADP-061749

Trial Presentation: Control Jurors' Focus

2001-005

Buyer's Guide to **ANNUITIES**

WHAT IS AN ANNUITY?

An annuity is a series of payments made at regular intervals. You can buy annuity contracts from life insurance companies. In return for premiums that you pay, the company will pay you an annuity. The main reason to buy an annuity contract is to obtain an income, usually for retirement purposes. An annuity contract is not a life insurance policy or a health insurance policy. It is not a savings account or savings certificate, nor should it be bought for short-term purposes.

TYPES OF ANNUITY CONTRACTS

ANNUITY CONTRACT FEATURES

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4025

Page 1

Def.Exh No:2001 Page5

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AEQU-SLO-ADP-061749

Trial Presentation: Play Depo Video, View Exhibits

1-COX-1-001



Q. Okay. Thanks. So is that your signature on the bottom right-hand corner of the application?

A. Yes, it is.

Q. And did you
2005?

DEP-DC-B-160

91-683764 10/12/2005
AECMA OCT 12 2005

New Business
FD Box 9104
Des Moines, IA 50306-9306
Phone 515-281-1214
Fax 515-221-0450
www.american-equity.com

Annuity Application

American Equity Investment Life Insurance Company
Overnight - 3100 Watson Parkway, Suite 400, West Des Moines, IA 50396

ANNUITANT		JOINT ANNUITANT	
Name <u>Dolores A. Cox</u> Sex <u>F</u>	Name _____ Sex _____	Birth date <u>1/23/27</u> See Sec No. _____	Birth date ____/____/____ See Sec No. _____
Address <u>5394 Postee Road</u>	Address _____	City <u>Paradise</u> State <u>CA</u> Zip <u>95969</u>	City _____ State _____ Zip _____
OWNER (if other than annuitant)		JOINT OWNER	
Name _____ Sex _____	Name _____ Sex _____	Birth date ____/____/____ SSN# or Tax ID# _____	Birth date ____/____/____ SSN# or Tax ID# _____
Address _____	Address _____	City _____ State _____ Zip _____	City _____ State _____ Zip _____

OWNER'S BENEFICIARY - Annuitant, unless otherwise stated
Relationship: _____

ANNUITANT'S BENEFICIARY
Primary See Attached Relationship to Annuitant _____
Contingent _____ Relationship to Annuitant _____

1 Contract form Future Gold
Settlement option (Immediate annuity only) _____

2 Tax status Roth IRA IRA Sec 401(k) SEP/IRA Sec 457 Sec 403(b) Single IRA H R 10 Corp Pension/Profit Sharing
3 Will this annuity replace any existing insurance or annuity in life or any other capacity? Yes No (If Yes, complete replacement forms)
4 Name of Company Paradise & Guaranty Life
5 Premiums submitted with application 3
Is this a rollover? (Qualified plans only) Yes No

5 Will initial premium be a 1035 Exchange, or Direct Transfer? Yes No
If Yes, from what company? Paradise & Guaranty Life
Anticipated amount \$ 12,336.00

6 Billing information (Flexible contract only)
Amount \$ _____
Mode Monthly Quarterly Semi-Annual Annual
Plan Direct Bill Last Bill Government Allotment

7 Remarks and/or Special Billing, Address (e.g., Last Dilla) _____
* Form 4067 required

Do you have any reason to believe that replacement of existing insurance may be involved? Yes No
If "Yes" give details Paradise & Guaranty Life

608 #14441 Frank W. Maynard
408 #19605 Michael C. Maynard
Agent's Name/Number (Please Print)
Aek4frank@aol.com

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statements is guilty of insurance fraud
To the best of my knowledge and belief, the statements above are true and complete

Signed at Paradise, CA
City/State

Agent's E-mail Address _____ on 10-10-05
Agent's Signature/Phone Number _____
Owner's Signature/Phone Number _____

608 <u>[Signature]</u> Agent's Signature/Phone Number	408 <u>Michael Maynard</u> Agent's Signature/Phone Number	Redacted	on <u>10-10-05</u> Date
		Redacted	<u>Dolores A Cox</u> Owner's Signature/Phone Number

COX 000160

What Do Judges Say?

“I was trying cases when you got your felt pen out or wrote on a blackboard. And now, of course, technology exists, and I’ve tried some cases with a lot of in-courtroom technology being used and it’s very good, if well done. **But! It can be screwed up. If it collapses on you, now you’ve a problem. Or if you can’t run it right, you have a problem. But, if done right, you have a great thing** because juries are used to video presentations, bits and pieces of information being sent at them. So I think it works well, if done right.”

Hon. Joseph Huber, Santa Clara County Superior Court

What Do Judges Say?

“Juries seem to love visuals, even if it’s just jury instructions. I see it more and more.”

Hon. Jerome E. Brock, Santa Clara County Superior Court.

What Do Judges Say?

"I want you to know that you have had an opportunity by being jurors on this case to participate in **one of the most well-prepared, if not the most well-prepared, cases that I have seen, that you have been on the cutting edge as far as technology in the courtroom, that you have had an opportunity to see a case presented by people who clearly know what they're doing and how to do it. We have some technology that I have not used in my courtroom before. And we all had some concern about how is that going to work, and it worked very, very well.**"

Hon. Bonnie Sabraw (ret.), Alameda County Superior Court

Trial Presentation



Trial Presentation

NOTICE TO PARTIES: THIS MARITAL PROPERTY AGREEMENT AFFECTS IMPORTANT PROPERTY RIGHTS. YOU SHOULD SEEK INDEPENDENT LEGAL COUNSEL BEFORE SIGNING THIS AGREEMENT.

MARITAL PROPERTY AGREEMENT

This Marital Property Agreement (this "Agreement") is entered into this 31st day of March, 2004, between FRANK McCOURT ("FRANK") and JAMIE McCOURT ("JAMIE"), in the City of Portland, Oregon, State of Oregon, with reference to the following facts:

1. FRANK and JAMIE are contemplating moving to California and desire to define their property rights as California residents.
2. FRANK and JAMIE are presently married.
3. FRANK has disclosed to JAMIE that he holds directly and as a beneficiary of trusts, substantial property interests and significant income from various sources, including, without limitation, his business and investment interests.
4. JAMIE has disclosed to FRANK that she holds directly and as a beneficiary of trusts, substantial property interests and significant income from various sources, including, without limitation, her business and investment interests.
5. FRANK has been advised to seek separate and independent counsel to advise him of his rights and obligations under this Agreement.
6. JAMIE has been advised to seek separate and independent counsel to advise her of her rights and obligations under this Agreement.
7. For good and valuable consideration, including, without limitation, the mutual promises contained in this Agreement, the parties agree to define their respective rights in the income, assets and liabilities and other property that each of them may have or may acquire. The parties intend that, except as may be expressly set forth in this Agreement, all property, real and personal, currently owned by either of them shall be that party's separate property, and that neither shall acquire any interest or right to any of the property of the other.

FRANK and JAMIE hereby agree as follows:

1. Acquiring California Residence

This Agreement shall become effective upon either or both of JAMIE and FRANK becoming residents of California and subject to California law with respect to the division of their assets for any reason (the "Effective Time"). The rights of JAMIE AND FRANK with respect to the property owned by either of them at the Effective Time or acquired

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PETITIONER'S
TRIAL EXHIBIT
001

0001-001

Trial Presentation

3/29 Before Call to Jamie

EXHIBIT A

FRANK'S SEPARATE PROPERTY ASSETS & LIABILITIES

1. Bank Accounts - all accounts currently listed solely in Frank's name.
2. Stocks, Bonds, Mutual Funds - all securities and securities accounts currently listed solely in Frank's name.
3. Real Property/Corporations, Partnerships and LLCs - all real estate and other assets owned by The McCourt-Broderick Limited Partnership directly or through subsidiary entities to which Frank is the sole limited partner and the owner of 100% of the stock of the sole general partner The McCourt Company, Inc. Assets include (1) approximately 25 acres of land in the Seaport District of Boston; (2) all assets of the Los Angeles Dodgers baseball owned by Los Angeles Dodgers LLC and (3) 276 acres of land located in Chavez Ravine, Los Angeles, California. The total value of the property may exceed \$730 million dollars.
4. Personal Property - personal jewelry and boats, clothing and vehicles as to which Frank is the record owner.
5. Liabilities - all liabilities related to the assets of McCourt-Broderick Limited Partnership and its subsidiaries and all liabilities as to which Frank is the maker. The total liabilities references may exceed 300 million dollars.

PT10002009813

8

LS00159

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Trial Presentation

3/29 After Call to Jamie

EXHIBIT A

FRANK'S SEPARATE PROPERTY ASSETS & LIABILITIES

1. Bank Accounts - all accounts currently listed solely in Frank's name.

2. Stocks, Bonds, Mutual Funds - all securities and securities accounts currently listed solely in Frank's name. *exclusive of the following:*

3. *Real Property, Corporations, Partnerships and LLCs* - all real estate and other assets owned by The McCourt-Broderick Limited Partnership directly or through subsidiary entities in which Frank is the sole limited partner and the owner of 100% of the stock of the sole general partner, *The McCourt Company, Inc.* Assets include (1) approximately 25 acres of land in the Seaport District of Boston, (2) all assets of the Los Angeles Dodgers baseball owned by Los Angeles Dodgers LLC and (3) 276 acres of land located in Chatsworth, Los Angeles, California. *The total value of the property may exceed \$750 million dollars.*

4. Personal Property - personal jewelry and boats, clothing and vehicles as to which Frank is the record owner.

5. Liabilities - all liabilities related to the assets of McCourt-Broderick Limited Partnership and its subsidiaries and all liabilities as to which Frank is the maker. *The total liabilities referenced may exceed \$200 million dollars.*

including without limitation

Frank's stock interest in McCourt Company Inc and his interest in the father of

including within the section all real estate and other assets

and as to which Frank is not the maker

Karen Tho should be after notices

PTDC0506953

8

LS00096

0052-008

Trial Presentation

3/31 and 4/14 "California Version"

EXHIBIT A
FRANK'S SEPARATE PROPERTY ASSETS & LIABILITIES

1. Bank Accounts - all accounts currently listed solely in Frank's name.
2. Stocks, Bonds, Mutual Funds - all securities and securities accounts currently listed solely in Frank's name **exclusive** of the following: Frank's stock interest in The McCourt Company, Inc. and his interest as a limited partner of The McCourt-Brodnick Limited Partnership ("MBLP") **including within this exclusion** all real estate and other assets owned directly or through subsidiary entities by MBLP including without limitation (1) approximately 25 acres of land in the Seaport District of Boston, Massachusetts; (2) all assets of the Los Angeles Dodgers baseball team owned by Los Angeles Dodgers LLC and (3) 276 acres of land located in Chavez Ravine, Los Angeles, California.
3. Personal Property - personal jewelry and clothing and boats and vehicles as to which Frank is the record owner.
4. Liabilities - all liabilities as to which Frank is the maker and as to which Jamie is not the maker.

Trial Presentation

3/31 "Massachusetts Version"

EXHIBIT A FRANK'S SEPARATE PROPERTY ASSETS & LIABILITIES

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3. Personal Property - personal jewelry and clothing and boats and vehicles as to which Frank is the record owner.
4. Liabilities - all liabilities as to which Frank is the maker and as to which Janie is not the maker.

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LS00009

0010-009

Trial Presentation

3/31 "Massachusetts Version"

EXHIBIT A FRANK'S SEPARATE PROPERTY ASSETS & LIABILITIES

1. Bank Accounts - all accounts currently listed solely in Frank's name.
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3. Personal Property - personal jewelry and clothing and boats and vehicles as to which Frank is the record owner.
4. Liabilities - all liabilities as to which Frank is the maker and as to which Jamie is not the maker.

PTDC05200504

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LS00009

0010-009

3/31 and 4/14 "California Version"

EXHIBIT A FRANK'S SEPARATE PROPERTY ASSETS & LIABILITIES

1. Bank Accounts - all accounts currently listed solely in Frank's name.
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PTDC05200504

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0001-009

Trial Presentation

0001-009

EXHIBIT A **FRANK'S SEPARATE PROPERTY ASSETS & LIABILITIES**

2. **Stocks, Bonds, Mutual Funds** - all securities and securities accounts currently listed solely in Frank's name **exclusive of** the following: Frank's stock interest in The McCourt Company, Inc. and his interest as a limited partner of The McCourt-Broderick Limited Partnership ("MBLP") including within this exclusion all real estate and other assets owned directly or through subsidiary entities by MBLP including without limitation (1) approximately 25 acres of land in the Seaport District of Boston, Massachusetts; (2) all assets of the **Los Angeles Dodgers** baseball team owned by Los Angeles Dodgers LLC and (3) 276 acres of land located in Chavez Ravine, Los Angeles, California.

0001-009

Robert Blake Trial



Ron Ito, Brian Tyndall, and Steve Eguchi with one of the Robert Blake murder books (*Stefano Paltera*)



NO PARKING
FIRE DEPARTMENT
NO PARKING
FIRE DEPARTMENT

REAR LIGHTS
LICENSE PLATE

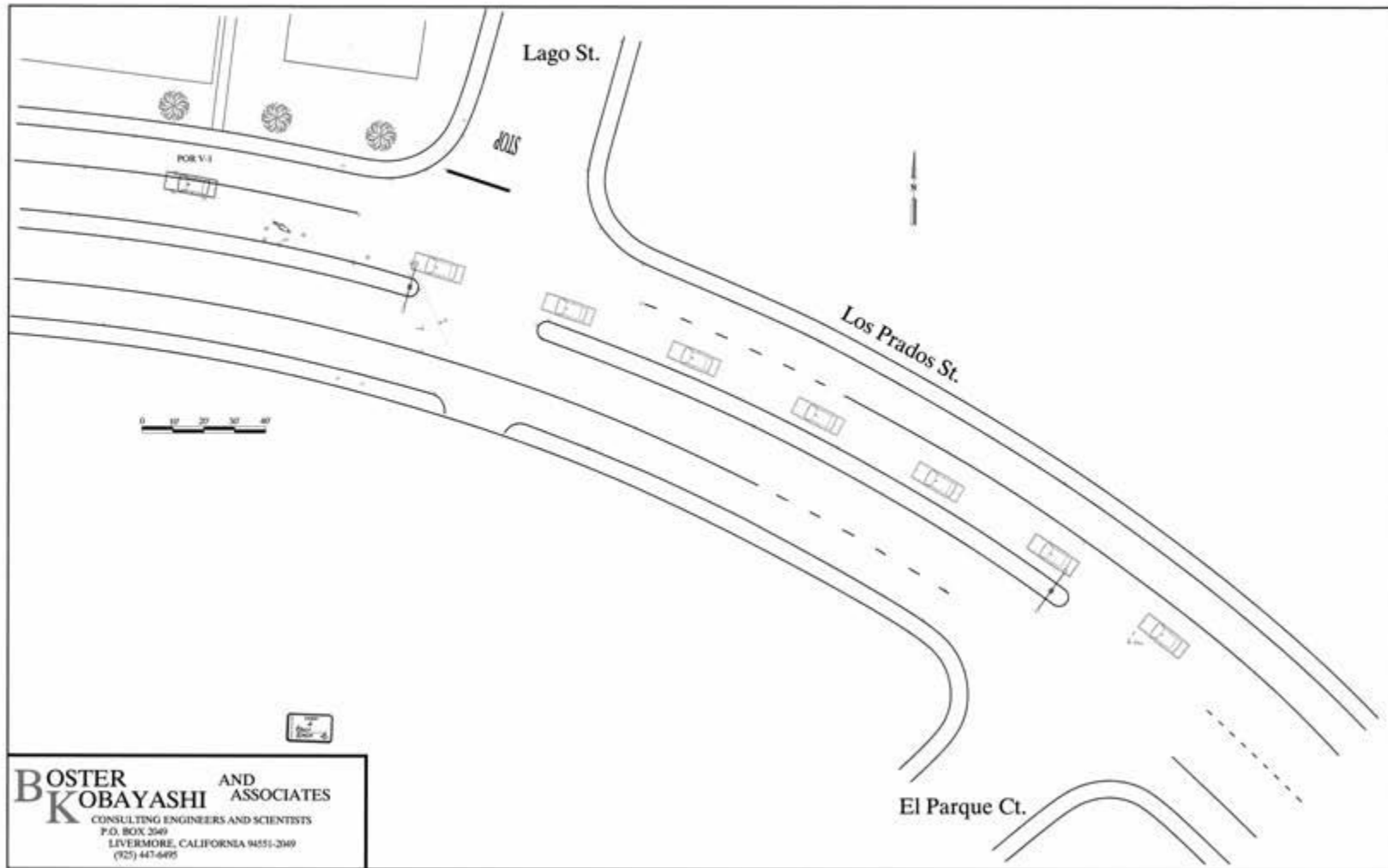
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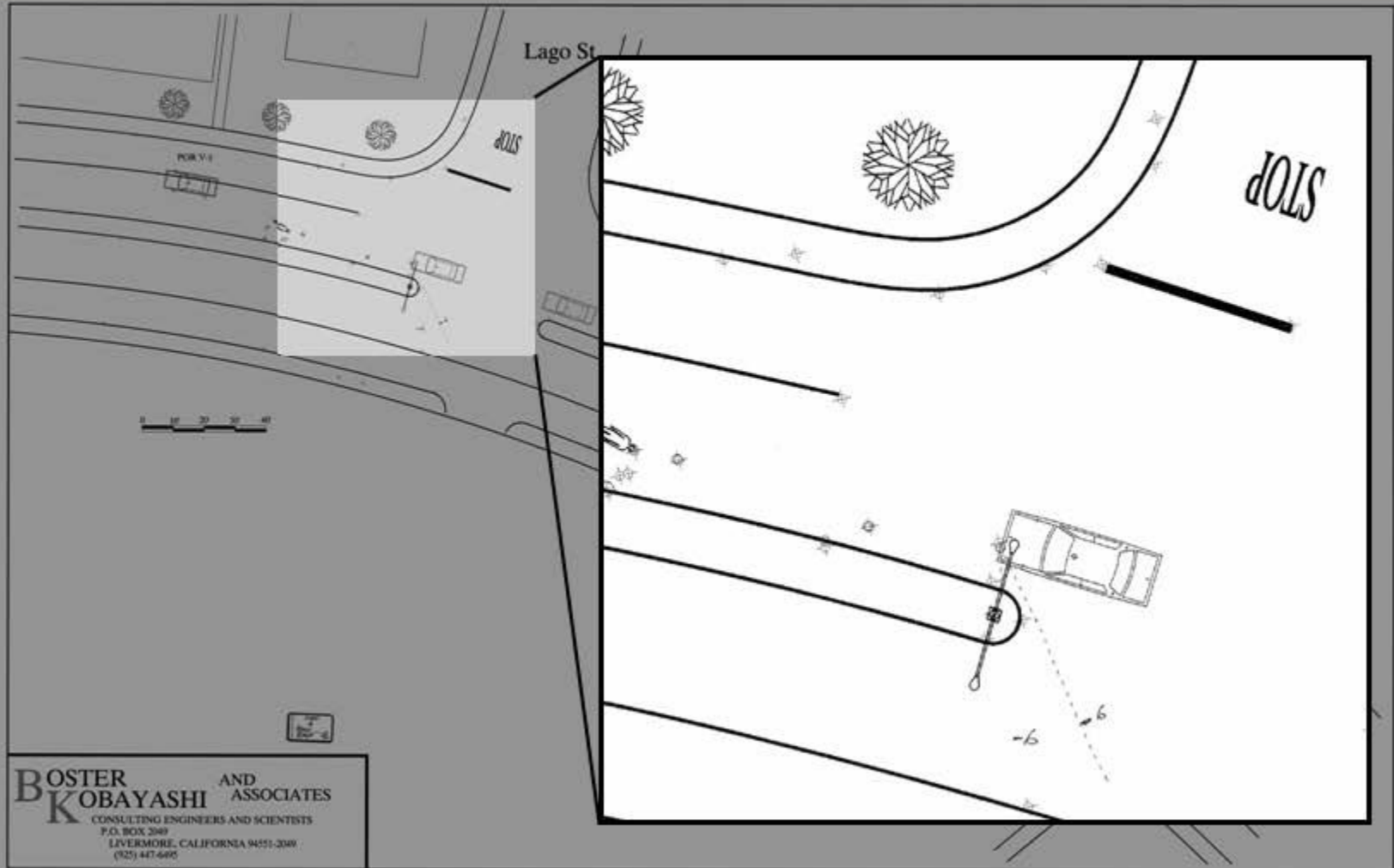
Robert Blake Trial



Police, Defense and Plaintiff Experts Agree on Point of Impact



Police, Defense and Plaintiff Experts Agree on Point of Impact



Unmarked Crosswalk Aerial View



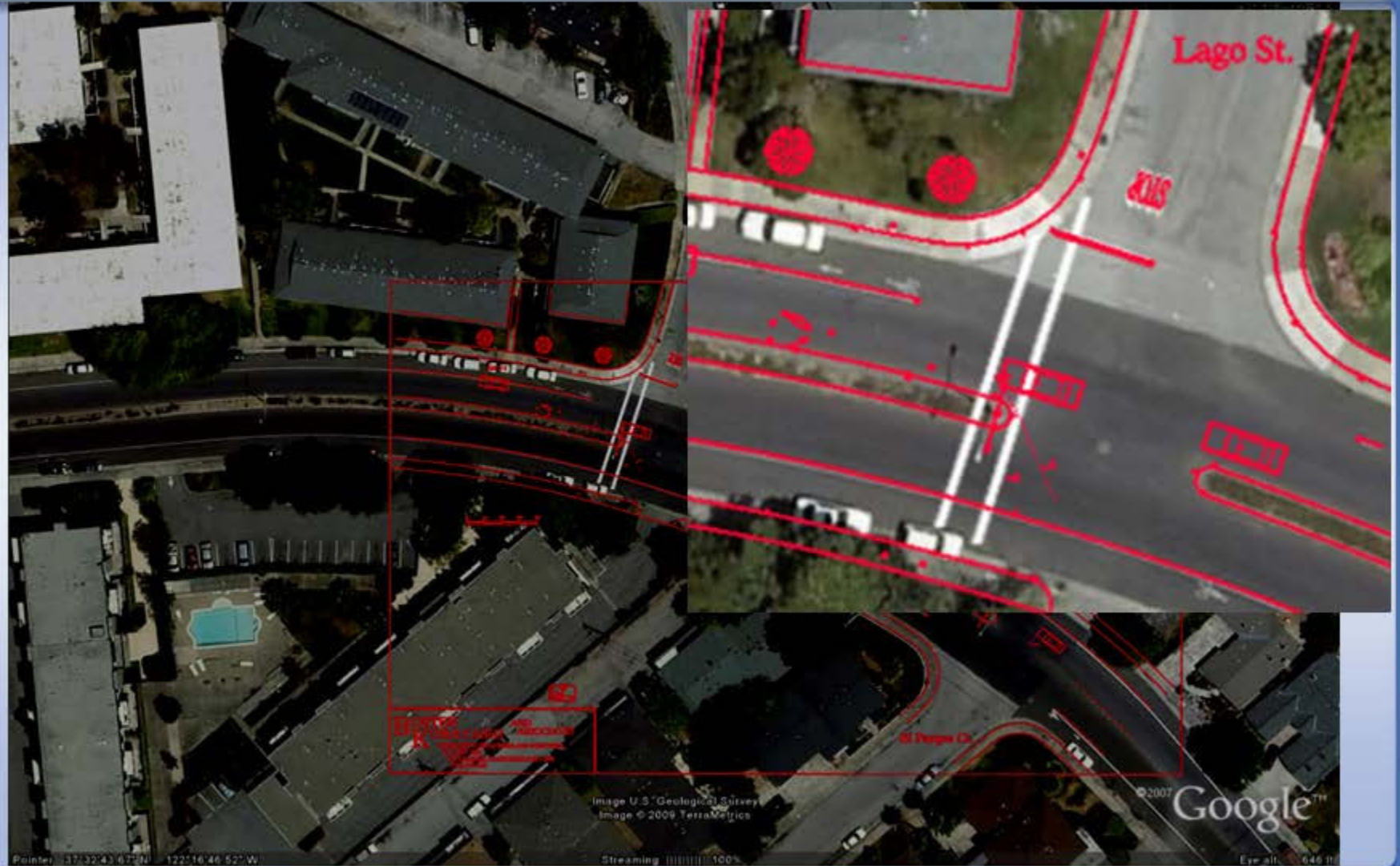
Unmarked Crosswalk Aerial View



Police, Defense and Plaintiff Experts Agree on Point of Impact



Police, Defense and Plaintiff Experts Agree on Point of Impact



Special Jury Instruction #6



You are instructed that, as a matter of law, an unmarked crosswalk exists at the western edge of the intersection at Los Prados and Lago. However, it is for you to determine whether Mr. Yao was walking within this unmarked crosswalk.



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