



Mock Trial

HIGH SCHOOL MOCK TRIAL

JUSTICE MILLER v. JACE TALENT AGENCY



2026 Arkansas High School Mock Trial Competition

Justice Miller v. Jace Talent Agency, LLC

The Arkansas Bar Association Mock Trial Committee welcomes your participation in our 2026 competition. This year's case presents the story of Justice Miller, who had been to hundreds of red-carpet movie premieres. As one of the top talent agents at the worldwide Jace Talent Agency, Justice regularly attended these events for top-paying clients. But tonight was special. Tonight was the opening of *The Academy*. Critics were already buzzing about the movie. Anybody who knew anything was already predicting that Brooklyn Adler—one of the largest Hollywood stars and Justice's biggest client—was a shoo-in for an “Elmo.” In the weeks prior to the premiere, Justice's phone was buzzing day and night with reporters asking for interviews.

Justice had arranged for red-carpet interviews with the top reporters in the entertainment industry. Everything was going smoothly. Brooklyn's stretch limo arrived fashionably late, leaving the paparazzi clamoring for pictures. After waving to the adoring fans, Brooklyn set up for an interview with Z-Entertainment, the top-grossing celebrity gossip show on television. During the interview, Rory Hayes, a gossip columnist for a grocery-store tabloid, interrupted the interview and tried to ask embarrassing questions of Brooklyn. Justice stepped in to protect Brooklyn, and a scuffle ensued.

Weeks later, the news was still buzzing about the scuffle. The scandal threatened Justice's chances of building momentum for the coveted Elmo. Justice's employer felt that it had no choice but to terminate Justice's contract. Now, Justice has filed suit against the Jace Talent Agency for breach of contract. Settlement negotiations have broken down, and the matter is destined for trial.

We are pleased again to partner with the U.S. District Court for the Eastern District of Arkansas to host at the U.S. Federal Courthouse in Little Rock on February 27-28, 2026. All teams (unless there is a bye) will complete in four rounds of competition, and the top two teams will meet in the State Championship round. The state champion will represent Arkansas at the National High School Mock Trial Championship, to be held in Des Moines, Iowa, on May 7-9, 2026.

In addition to our regular competition, the Mock Trial Committee is working on its first ever mock trial workshop, scheduled to be held at the UA-Little Rock Bowen School of Law on Saturday, January 10, 2026. In this day-long workshop, Arkansas attorneys will give instruction and advice on various aspects of mock trial. We will offer this workshop free of charge, but registration will be required. In addition to the speakers, we would like to thank the National High School Mock Trial Championship, Inc., which awarded us a grant to help offset the costs of the workshop, and Bowen School of Law, which is providing us the space and support.

For the first time, we will be using Tabroom.com as our registration website. Tabroom has been working with our National organization to develop the platform for use in mock trial. The platform was piloted when Little Rock hosted the National mock trial competition in 2023, and we are excited to see the successful pilot benefit the overall mock trial community. Registration for our event can be found at <https://armocktrial.tabroom.com>. Teams that need help registering should contact the committee at ARMockTrial@gmail.com.

Finally, we have substantially revised our Rules of Competition in response to revisions to the National Rules of Competition. (As a policy, we try to create a competition that is as close to Nationals as possible.) Most revisions are simply a reorganization and clarification of preexisting rules; therefore, the competition will look and feel the same.

One major change, however, is the new way of ranking teams. When ranking teams in the past, teams were ranked by rounds won, then ballots won, then total points scored. Following Nationals lead, we are adding a strength of schedule component to our ranking system. Rounds won and ballots won still take priority, but if teams are still tied, then we will use strength of schedule to determine the higher team. For more information on how this will be calculated, see Rule 10.1 of the Rules of Competition.

Students – You will experience what it is like to prepare for and present a case before a judge and jury. Working with your teams and coaches, you will learn to evaluate information and respond quickly. As you prepare, you will sharpen your public speaking and presentation skills. The greatest benefit is the opportunity to learn how the legal system works. By studying and understanding courtroom procedure, you should become more comfortable with the legal system. Your interaction with Arkansas’s finest attorneys and judges will give you a glimpse of the different interpretations of trial procedure and different approaches of individual members in the legal arena.

Teacher Coach, Attorney Coach, or Judge – We strongly encourage you to focus on the goal of participation, rather than stressing competition, while preparing your students. Your contributions of time and talent are making experiential educational opportunities available to Arkansas students. Your participation is an essential key element to the success of the program. Be proud of the impact you have made on the lives of these students.

The Mock Trial Committee would like to acknowledge:

- The Bar Association of Metropolitan St. Louis, who gave us permission to adapt their case for the 2026 Arkansas High School Mock Trial Competition;
- The Mock Trial Case Selection Subcommittee (Robert Coleman, Brooke Gasaway, Sarah Greenwood, Adam Jackson, and Gabriel Mallard); and

- The teachers, judges, and attorneys who volunteer their time to prepare students for competition.

This case is a work of fiction. The names, characters, businesses, organizations, places, events, and incidents herein are the product of the authors' imaginations. This case is meant to provide an opportunity for students to explore legal issues and is not meant to provide commentary on any of the issues raised in the case.

Version History

1.0 - Original version of the case released in October 2025. Pursuant to Rule 1.1.2 of the Rules of Competition, questions regarding the case will be answered and published in future updates. All questions about the case should be sent to ARMockTrial@gmail.com.

JUSTICE MILLER	)	
	)	
Plaintiff	)	
	)	Case No. ARMT2026
v.	)	
	)	
JACE TALENT AGENCY, LLC	)	JURY TRIAL DEMANDED
	)	
Defendant	)	
	)	

1. Plaintiff Justice Miller is domiciled in Little Rock, Arkansas.
2. Defendant Jace Talent Agency is a limited liability company organized under the laws of the State of California, with its principal place of business located in Los Angeles, California.
3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a) because the amount in controversy exceeds \$75,000 and is between citizens of different states.
4. Venue is proper in the Eastern District of Arkansas pursuant to 28 U.S.C. § 1391.

* * *

5. Plaintiff and Defendant entered into a written contract for employment on October 10, 2022 (the “Employment Contract”).
6. Pursuant to Section 1.1 of the Employment Contract, Defendant agreed to employ Plaintiff for a period of four (4) years, starting December 1, 2022.
7. Pursuant to Section 1.5 of the Employment Contract, Defendant agreed to compensate Plaintiff with a yearly salary of two million dollars (\$2,000,000.00).

* * *

8. According to Section 3.1 of the Employment Contract, Defendant could terminate Plaintiff's contract before the expiration of the Term of Employment for "conduct detrimental" to the interests of Defendant. The term "detrimental conduct" is defined in the Employment Contract in Section 3.1.
9. On December 1, 2024, Defendant advised Plaintiff that it was terminating Plaintiff's contract pursuant to Section 3.1 of the Employment Contract, claiming that the incident that occurred on November 17, 2024, was "conduct detrimental" to Defendant's interests.
10. However, Plaintiff's actions on November 17, 2024, did not amount to "detrimental conduct" as that term is defined in the Employment Contract. Accordingly, Defendant breached its contract with Plaintiff.

* * *

11. Plaintiff has suffered damages as a result of Defendant's breach of contract. Specifically, Plaintiff has been unemployed since the termination on December 1, 2024, and has not received the benefit of the bargained-for compensation.
12. Defendant unlawfully terminated the Employment Contract exactly two years prior to the expiration of the contract pursuant to the express terms of the Employment Contract. Therefore, Plaintiff has suffered damages of four million dollars (\$4,000,000.00).

WHEREFORE, Plaintiff prays for judgment against Defendant for actual damages in an amount as determined by the jury and for any other relief as the Court deems just and proper.

JURY TRIAL DEMANDED

Stacey and Associates, PA

Sara R. Stacey

Sara Renee Stacey
Bar Number: AR201256
Post Office Box 3423
Little Rock, AR 72201
Attorney for Plaintiff

JUSTICE MILLER	)	
	)	
Plaintiff	)	
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	)	

12. Defendant denies the allegations contained in paragraph 12.
13. Defendant further denies any allegations not specifically admitted to herein.
14. Defendant further pleads that Plaintiff has failed to meet the standards set forth in Fed. R. Civ. P. 12(b).
15. Defendant reserves all defenses not waived herein.

WHEREFORE, having fully answered Plaintiff's Complaint, the Defendant prays that the Complaint be dismissed with costs awarded to Defendant and for any other relief as the Court may deem just and proper.

Defendant demands a jury trial.

Mitchell and McAbee, LLC

Allison Mitchell

Allison Mitchell
Bar Number: AR201421
Attorney for the Defendant
Post Office Box 5143
Little Rock, AR 72201

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS**

JUSTICE MILLER	)	
	)	
Plaintiff	)	
	)	Case No. ARMT2026
v.	)	
	)	
JACE TALENT AGENCY, LLC	)	JURY TRIAL DEMANDED
	)	
Defendant	)	

PRETRIAL HEARING ORDER

1. Trial Setting: All pretrial issues have been resolved, and this case is ready for trial.

This case is hereby set for trial on February 27-28, 2026.

2. Stipulations: The parties stipulate the following. No witnesses may contradict knowledge of the facts contained in the stipulations:

- a. No jurisdiction or venue issues exist in this case.
- b. All exhibits and signatures are authentic. No party may challenge the authenticity of an exhibit or signature. Chain of custody for evidence is not in dispute. This stipulation does not prohibit a party from objecting to an exhibit on the grounds that it lacks foundation, or any other permitted evidentiary objection under the rules of the Arkansas High School Mock Trial Competition.
- c. Witnesses who reference exhibits in their affidavits are familiar with the contents of the entire exhibit.
- d. Plaintiff is seeking damages for lost compensation, calculated from the date of termination to the date the employment contract would have ended had Plaintiff

not been terminated. The parties agree and stipulate that this amount is four million dollars (\$4,000,000.00). For purposes of this mock trial, no other types of relief (e.g., attorneys' fees) is being sought. Teams representing the Plaintiff may not request the jury to award any amount higher or lower than \$4,000,000.

- e. The parties agree and stipulate that Plaintiff remained unemployed following the termination. No team representing the Defendant may argue that Plaintiff failed to mitigate damages.

3. Witnesses: The designated witnesses, and only these witnesses, may be called at trial. Only the party sponsoring their testimony may call them, but they may call them in any order:

Plaintiff's Witnesses

Justice Miller
Haven St. James
Brooklyn Adler

Defendant's Witnesses

Shiloh Knight
Briar Secord
Rory Hayes

4. Exhibits: Both parties have collectively identified the following exhibits, which have been pre-marked and may be offered into evidence by either party. Except as provided in the stipulations, no party has waived any objection to the admissibility of any exhibit.

- a. Exhibit 1: Excerpts of Employment Contract between Jace Talent Agency and Justice Miller
- b. Exhibit 2: News Article from Z-Entertainment
- c. Exhibit 3: Emails from Briar Secord
- d. Exhibit 4: Curriculum Vitae of Haven St. James
- e. Exhibit 5: Curriculum Vitae of Shiloh Knight

- f. Exhibit 6: Map of red-carpet premiere event for *The Academy*
- g. Exhibit 7: Report Created by Haven St. James
- h. Exhibit 8: Excerpts from Jace Talent Agency Code of Conduct
- i. Exhibit 9: Excerpts from Shiloh Knight Expert Report
- j. Exhibit 10: California Penal Code for Battery

IT IS SO ORDERED, this 31st day of October, 2025.

Kesha May
The Honorable Kesha May

JUSTICE MILLER	)	
	)	
Plaintiff	)	
	)	Case No. ARMT2026
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Defendant	)	
	)	

Before this Court are the cross motions of both parties filed pursuant to *Daubert v. Merrell Dow Chemicals*, 509 U.S. 579 (1993). Plaintiff challenges the ability of Defendant's expert, Shiloh Knight, to testify at trial. Defendant challenges the ability of Plaintiff's expert, Haven St. James, to testify at trial. This Court must exercise its gatekeeping function in evaluating the fitness of both experts to testify. *Khumo Tire v. Carmichael*, 526 U.S. 127 (1999). Having considered the necessary factors, *see Turner v. Iowa Fire Equipment Co.*, 229 F.3d 1202, 1207-08 (8th Cir. 2000), the Court concludes that both experts should be permitted to testify before the jury at trial. Accordingly, it is hereby

IT IS FURTHER ORDERED that Defendant's motion to exclude the testimony of Haven St. James (Doc. 102) is hereby **DENIED**.

The Court may entertain any appropriate foundation or hearsay objections at the time of trial.

IT IS SO ORDERED, this 1st day of February, 2026.

Kesha May
The Honorable Kesha May

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS**

JUSTICE MILLER

Plaintiff

v.

JACE TALENT AGENCY, LLC

Defendant

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Case No. ARMT2026

JURY TRIAL DEMANDED

JURY INSTRUCTIONS¹

A. Bifurcated Trial

The parties agree the only issue to be decided is liability. If liability is found, the parties agree to have a separate hearing to decide damages. This means you will decide only the liability in this trial, and you are not to consider the amount of award, if any.

B. The Jury: Finders of the Facts

Under our Constitution and Code of Laws, only you—the jury—can make the findings of fact in this case. I am not permitted to tell you how I feel about the evidence presented. And, throughout this trial, I have intended to be fair and impartial toward each of the parties involved.

To determine the facts in this case, you will have to evaluate the credibility (or believability) of the witnesses. You are the sole judges of the credibility of the witnesses, and in considering their credibility, you may take into consideration many things, such as:

1. Your impression of the appearance and manner of the witness on the stand, sometimes referred to as the demeanor of the witness.
2. Was the witness forthright . . . or hesitant?
3. Was the witness's testimony consistent or did it contain discrepancies?
4. How did the witness come to know the facts about which they testified?

¹ These jury instructions should be used for the purposes of the 2026 Arkansas High School Mock Trial Competition only. They should not be relied upon for any other purpose. Further, these instructions reflect the law that will be used for the 2026 competition and may not reflect the current law in the state of Arkansas.

5. Did the witness have a cause or a reason to be biased and prejudiced in favor of the testimony they gave?
6. Was the testimony of the witness corroborated or made stronger by other testimony and evidence, or was it made weaker or impeached by such testimony and evidence?

You can believe as much or as little of each witness's testimony as you think proper. You may believe the testimony of a single witness against that of many witnesses – or just the opposite.

Of course, you do not determine your verdict merely by counting the number of witnesses presented by each side.

C. Expert Testimony

You have also heard the testimony of witnesses who have special knowledge, skill, experience, training or education in the field of a particular profession or occupation, and who gave their opinions as experts about matters in which they are skilled. In determining the weight to be given such an opinion, you should consider the qualifications and credibility of the experts and the reasons given for their opinions. You are not bound by such opinions. Give them the weight, if any, to which you deem them to be entitled.

D. Circumstantial Evidence

There are two types of evidence generally presented during a trial – direct evidence and circumstantial evidence. Direct evidence is the testimony of a person who asserts or claims to have actual knowledge of a fact, such as an eyewitness. Circumstantial evidence is proof of a chain of facts and circumstances indicating the existence of a fact in issue. The law makes absolutely no distinction between the weight or value to be given to either direct or circumstantial evidence. Nor is a greater degree of certainty required of circumstantial evidence than of direct evidence.

You should weigh all the evidence in the case when arriving at a verdict.

E. The Judge: Instructor of the Law

The same constitution and laws that make you the finders of the facts also make me the instructor of the law. You must accept the law as I give it to you. If I am wrong, there is another place and time for that error to be corrected. But for now, you must accept the law as I give it to you—and I caution you that it does not mean what you think the law should be, but what I tell you it is.

F. Elements of a Cause of Action

To state a cause of action against a Defendant, the law requires a Plaintiff to set out in the Complaint the essential claims that make up the Cause of Action. The cause of action in this Complaint is Breach of Contract. In the Complaint, the Plaintiff in this action has set forth the essential elements of the cause of action, each of which is denied by the Defendant.

G. Defenses

In their Answers to the Plaintiff's Complaint, the Defendant has set forth various defenses.

The Defendant admits the truthfulness of certain claims – such as date of the occurrence – but denies each and every claim that would make the Defendant responsible for the Plaintiff's injuries. By doing this, the Defendant placed upon the Plaintiff the burden of proving those necessary elements.

H. Burden of Proof

The Plaintiff has the burden of proof. The Plaintiff must meet this burden by proving the claims by the preponderance – or the greater weight – of the evidence. So, what do we mean by the greater weight of the evidence? Simply this, imagine a traditional set of scales. When the case begins, the scales are even. After all the evidence has been presented, if the scales should remain even or if they should tip – ever so slightly – in favor of the Defendant, then the Plaintiff will have failed to meet the burden of proof, and your verdict should be for the Defendant.

If, on the other hand, those scales tip – no matter how slightly – in favor of the Plaintiff, then the Plaintiff will have met the burden of proof, and your verdict would be for the Plaintiff.

Of course, there is no way to weigh evidence, except through the exercise of your good common sense and judgment. It is entirely a mental process. The evidence you should give the most weight to is that which convinces you of its truth, regardless of the source from which it comes.

I. Impartial Jury

You have been sworn to give both parties in this case a fair and impartial trial. When you have done so, you will have complied with your oath, and no one will have a right to criticize your verdict. You must not be influenced by opinions or expressions of opinion you might have heard outside of this courtroom, but must base your verdict only on the testimony of the sworn witnesses who took the stand, along with the other evidence introduced during the trial.

You must not be swayed by caprice, passion, prejudice or improper sympathy for or against either party in this case. Remember, you have no friends to reward or enemies to punish. Both parties are entitled to a fair and impartial trial at your hands.

J. Elements – Breach of Contract

Your verdict must be for Plaintiff if you believe:

First, Plaintiff and Defendant entered into an agreement whereby Defendant agreed to employ Plaintiff for a definite period of time;

Second, Defendant discharged Plaintiff prior to the expiration of the agreement without cause;

Third, Plaintiff was therefore damaged.

For purposes of this instruction, the term “without cause” means that at the time of the discharge, there were no facts upon which a reasonable person under the same or similar circumstances would have terminated Plaintiff’s employment.

K. Verdict Form

Now, your possible verdicts in this case will be as those outlined in the jury verdict form. On each of these questions, your decision must be unanimous – that is, it must be agreed to by all of you.

The foreperson will preside over the deliberations of the jury. When you have reached a verdict, you may knock on the door and we will take the verdict. Of course, if you have any questions before that, also knock on the door and we will take your questions – whether verbally or in writing.

VERDICT FORM

Note: Complete this form by writing the names required by your verdict.

On the claim of Plaintiff Justice Miller for breach of contract against Defendant Jace Talent Agency, LLC, we, the undersigned jurors, find in favor of (circle the appropriate name):

Plaintiff Justice Miller

Defendant Jace Talent Agency, LLC

Note: Complete the following paragraph only if the above finding is in favor of Plaintiff Justice Miller.

We, the undersigned jurors, assess the damages of Plaintiff at \$_____.

Note: All jurors who agree to the above must legibly sign below:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Statement of Justice Miller

1 My name is Justice Miller. That's J-U-S-T-I-C-E. Right now, I am an out-of-work
2 talent agent. No, I'm a disgraced talent agent. But I hope this trial will bring me back. I
3 want back in the game. I want to mingle among the stars. I want the trips to Mallorca and
4 the French Riviera. In other words, I want my life back. I want what your client stole from
5 me. And, of course, I want the money.

6 I suppose my background is somewhat unique for a talent agent. I didn't grow up
7 in Hollywood or have movie producers as parents. No, I grew up in Winnipeg, Canada.
8 You can probably tell from my accent, eh? Yeah, that joke kills. My father was a welder
9 with no college degree, and my mother was a preschool teacher. I attended the University
10 of Winnipeg and graduated with a degree in modern art in 2009. After graduating, I
11 accepted a job offer to teach art classes at a local high school. But just before the first
12 term started, a friend of mine convinced me to move to the States. I was 21. I was stupid.
13 But I got lucky. I had virtually no money, no job prospects, nothing. But off I moved to
14 Southern California. Imagine that, eh? A kid addicted to hockey, skiing, and poutine
15 moving to Southern California.

16 My friend and I lived in a one-bedroom apartment. I slept on the couch, while my
17 friend had the bed. We were cramped, but it was the best time of our lives. Eventually I
18 was able to get myself an entry-level job at R. Pierce Agency. When I say, "entry level," I
19 mean the lowest rung of the ladder at the very bottom of the barrel. I loved the owner,
20 who was always asking insightful questions, and always looking for a good debate. I was
21 getting coffee for anyone who asked for it, sending faxes, running errands. But I worked
22 hard. I kept my nose down. Ultimately, I worked my way up the company. Within three
23 years, I was working as a junior talent agent. In that role, I assisted the senior agents,
24 managing files, drafting letters on behalf of the senior agents, arranging meetings, etc.
25 After five years, I was promoted to a senior agent. That's where the real money is. Senior
26 agents get to recruit their own clients. They get to go on golf trips with movie stars with
27 promises of A-list status and blockbuster movie premiere. Most importantly, they get the
28 big commissions.

29 I exclusively worked in film and television. R. Pierce Agency had agents for clients
30 in all kinds of fields, like sports and literature. Anyone who needed representation, we had
31 it. But I was only interested in film and television. In this business, you have to have a
32 focus. It does no good in a recruitment meeting to talk to an up-and-coming movie star
33 about a five-year contract you helped sign for the number three wide receiver in the
34 league. Movie stars are concerned with auditions, parts, contracts, and awards. They
35 want to work with people who know the film and television industry in-and-out.

36 And it turns out, I was really good. I'm a people person. I mastered the art of small
37 talk. I mastered the art of reading people. I kept notes on all of the major producers,
38 casting directors, writers, directors. I knew their birthdays. I knew their kids' birthdays. I
39 knew their likes. I knew their dislikes. It's all about the sale. Let's say a casting director is
40 looking for an actor in his mid-30s to play the villain in the newest superhero movie.
41 Agents will be calling to get their clients an audition. The typical agent will start by talking
42 about how great their clients are. How talented they are. How good they look on film. How
43 much money their latest films have grossed. Etcetera, etcetera. Not me. I start by talking
44 about the casting agent. "How is your daughter doing at Duke?" "Did your son make the
45 varsity team?" "You didn't hear this from me, but the next book in the series is finally
46 coming out—we'll find out about Jon's mother!" That kind of thing. It's Salesmanship 101.
47 You make the person feel listened to. Make the person feel important. Then you get to
48 the real point: getting your client the coveted audition.

49 After 13 years of working with R. Pierce Agency, I was bringing in millions for the
50 company in commissions. And I was making millions for myself. One day I received a call
51 from Briar Secord about a job offer. Briar wanted to bring me over to the Jace Talent
52 Agency. I was promised a driver, a condo in Los Angeles, and a significant salary bump.
53 So, I met with Briar. At the first meeting, we primarily only discussed the company, its
54 clients, and the goals it had moving forward. During the second meeting, we talked about
55 salary. After some negotiations, we agreed on \$2,000,000 a year salary plus fringe
56 benefits like company-paid health, vision, and dental, phone with unlimited data, and a
57 condo to use when I was in town. One of the best parts of the deal was that I got to live
58 most of the year in my house in Little Rock, Arkansas, and telework. When I was needed
59 in LA, the company would fly me there and I could stay in my condo.

60 I signed the contract with Jace in October 2022. My "start date" was December 1,
61 2022. I think it coincided with a pay period. Of course, you want to know about the
62 "conduct detrimental" clause in the contract. That's standard language in employment
63 contracts, so I didn't think much of it. Essentially, what it said was that if I did anything that
64 was illegal (you know, sell drugs, etc.) or that seriously violated the company's code of
65 conduct, or was deemed by the company to be publicly embarrassing, I could be fired
66 with cause and lose my salary. But Briar explained that it was all "legal crap" that the
67 lawyers forced Briar to include in the employment contract. Briar told me that as long as
68 I did my job and made the company money, that's all Briar cared about. I could do
69 whatever I wanted on the side.

70 My biggest client, of course, is Brooklyn Adler. Brooklyn regularly makes the "top
71 10" lists of movie stars for the major publications. In the United States, slightly over half
72 of all movies actually make a profit. So, the major studios are looking for stars who can
73 help boost sales just by name recognition. Because Brooklyn is so good, Brooklyn's

74 movies usually make about 160% profit margin. That's good. I mean, really good. So,
75 Brooklyn is in high demand. And with high demand comes big contracts.

76 When Danny B Studios sent me the script for "The Academy" and asked whether
77 I thought Brooklyn might be interested, I could barely contain my excitement. Brooklyn is
78 an amazing performer and had previously been nominated several times for "Elmos" for
79 both leading and supporting roles. But Brooklyn had never won. Getting that win would
80 vault Brooklyn to the very top. Think Brad Pitt circa 1999 or Jennifer Lawrence circa 2014.
81 "The Academy" was a film about youth and overcoming entrenched ideology. You know,
82 the kind of thing the committees voting on these awards love. It was a drama, but not too
83 dramatic. And the writing. Wow. The writing in the script was boffo!

84 Long story short, Brooklyn was immediately on board as soon as I sent over the
85 script. Within weeks, we had a contract signed. Of course, Brooklyn did not need to
86 audition. And since this was a big-budget film, it came with big-budget contracts. Brooklyn
87 signed a \$20 million deal to do that film. For me, that meant one thing. Cha-ching!

88 Eighteen months later, "The Academy" was ready to be released. The buzz in the
89 industry was overwhelming. Even before the premiere, the industry experts were
90 predicting no less than five Elmo wins for the film, including one for Brooklyn. The folks
91 at Jace Talent Agency were ecstatic. Not only was Brooklyn bringing in big money for the
92 company, but other stars were switching representation to us. Jace was quickly becoming
93 the top talent agency for the entertainment industry.

94 The movie's premiere was scheduled for November 17, 2024, in Los Angeles. It
95 would be a Sunday night premiere. We had everything. The red carpet. The security in
96 black tuxes and earpieces. Limos pausing at the curb to release a galaxy of stars. I had
97 preselected which reporters would get the chance to do red-carpet interviews with
98 Brooklyn. My goal was to get Brooklyn that Elmo. So, I wanted serious reporters asking
99 serious questions that would get noticed by the voting committees. Save the sophomoric
100 questions like "what designer are you wearing" for the superhero movies. I wanted "What
101 inspiration did you use to create your character?" type questions. I wanted Brooklyn to
102 talk about the voice coaching that gave Brooklyn the convincing accent in the movie, or
103 how Brooklyn shadowed boarding school teachers to learn the details of the part.

104 As you know, of course, that's not how things went. I had planned for Brooklyn to
105 arrive "fashionably" late, so the press would get plenty of photos of Brooklyn's arrival. And
106 I had arranged for Z-Entertainment, one of the top viewing entertainment programs online
107 and on television, to interview Brooklyn on the red carpet. I knew Z-Entertainment would
108 choose a quality interviewer and would ask the important questions that would get noticed
109 by the Elmo committee.

110 At first, everything went according to plan. Brooklyn arrived late, per design. The
111 press swarmed the limo, as planned. Brooklyn waved to the adoring fans and moved
112 down the red carpet, as planned. Brooklyn headed towards the reporter from Z-
113 Entertainment, as planned. But then Rory Hayes jumped from behind the rope line with a
114 hand-held camera in hand and ran towards Brooklyn. Why security didn't stop this
115 maniac, I don't know. But Rory ran right up to Brooklyn and started asking questions. I'm
116 not sure what was said, but I could see Brooklyn's face. Brooklyn was surprised and
117 clearly did not know what to do.

118 Where security failed, I decided to act. I ran over. I got in Rory's face and
119 screamed, "What do you think you're doing?" Rory just scoffed at me and said "You don't
120 think Brooklyn Adler can handle some questions from me? What are you so afraid of?" I
121 kept Rory at arm's length to make sure Brooklyn was safe, and then Rory fell down,
122 breaking a camera and microphone in the process. I think Rory faked it, but I can't prove
123 it. I wish I had simply called security to remove Rory. But you have to see things from my
124 perspective. First, Rory is a trash reporter. Rory works for DMZ, a magazine not known
125 for its news-worthiness. Plus, I have a history with Rory. Honestly, I hate Rory. Rory didn't
126 belong anywhere near Brooklyn Adler, a once-in-a-generation talent. I think Rory knows
127 that, too. I have been quoted more than once in more reputable publications stating my
128 opinion that "Rory and everyone from that scumbag magazine need to go the way of the
129 dodo."

130 Third, but maybe the most troubling, the security team hired by Jace was not in a
131 position to stop Rory or any other gawker from assaulting my client. Why weren't they
132 doing their jobs? Someone had to do something. And I didn't know if Brooklyn was in
133 danger. I only wanted to protect my client.

134 Rory got back up and shouted at me, "You'll pay for this! I hope you have a good
135 lawyer!" But Rory was smiling. Rory leaned forward and whispered, "Briar says, 'Thanks.'"
136 I was so shocked, I sat down on the pavement. Other legitimate reporters told me they
137 heard Rory's shout, but none of them heard what he whispered. That's too bad, because
138 that might have led to a deeper investigation of Briar, and I wouldn't be the only person
139 who knows what Briar was up to. Briar hired Rory hoping something like this would
140 happen. Rory was trying to get a rise out of me to create headlines, and I fell right into
141 the trap. What a horrible thing to do.

142 Of course, it worked, and the next day's headlines were all about the incident. With
143 all the press around, everyone got photos of the incident. The headlines weren't about
144 Brooklyn. They were not about the "The Academy." They were about me. I was horrified.
145 I was humiliated. I was sure that I had just ruined Brooklyn's chances at an Elmo by my

146 stupidity. I still remember my cell phone blowing up with calls and texts that morning, but
147 I turned it off. I did not feel like talking to anyone.

148 But it turns out that the incident did not hurt the movie at all. In fact, in the days
149 that followed the incident, the mainstream press stories talked about my selfless heroism.
150 My friends were sending me calls and texts of support. Three days after the incident, I
151 issued a press release apologizing for my conduct, but explaining that I was only doing it
152 because Brooklyn's security failed to act and I saw a perceived threat. That got the
153 positive press going. All the articles started talking about how Jace Talent Agency, through
154 me, had protected my client. I admit I never mentioned Briar's involvement to the media.
155 I figured no one would believe me.

156 The positive press worked! "The Academy" opened to record-breaking box office
157 earnings. I cannot say for sure that the incident during the movie's premiere had anything
158 to do with the box office earnings. But it might have. It sure did not hurt. And I was getting
159 calls from other actors and actresses looking to switch representation to me, because I
160 showed that I would do anything for my clients. Rory also had the good sense not to press
161 charges. Everything was going fantastically.

162 That is, until Briar Secord called me to a meeting on December 1st of 2024. I
163 remember that it was a Sunday, my two-year anniversary working for Jace. When I walked
164 into the meeting, Briar was there along with several people from HR. Even before the first
165 word was uttered, I knew something was wrong. Briar started the meeting by talking about
166 how the incident on November 17 was a stain on the company's record. Briar talked about
167 the company having high standards of conduct, and that everyone in the company had to
168 be treated equally. I knew where things were going. They wanted me gone, and I had
169 handed them a reason to get rid of me. Briar concluded the meeting by telling me that
170 they were invoking the "conduct detrimental" provision of my contract to terminate the
171 contract, effective immediately.

172 I was so frustrated. During my years at Jace, I had earned the company millions.
173 No other agent had earned the company as much as I did. Since being fired, I haven't
174 had any other jobs. Briar ruined me. I made too much money, and Briar wanted my salary
175 off the books, so Jace made up a reason to get rid of me. Now, I hope the jury is able to
176 see through Briar's lies and give me what I deserve.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Justice Miller

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the 2026 Mock Trial Competition.

Anthony Roberts

Anthony Roberts, Notary Public

State of Arkansas

My Commission Expires: 10/24/27

Statement of Haven St. James

1 My name is Haven St. James. I am a tenured professor of statistics in the
2 mathematics department at Arkansas State University. I am Canadian by birth but moved
3 to the United States with my family when I was very young. My parents wanted to start
4 their own vineyard and thought the Southern Illinois region was a good up-and-coming
5 area. I grew up in the countryside, learning to tend vines and harvest grapes. But I was
6 never really into that way of life. Even though my parents wanted me to inherit the
7 vineyard, I was more of a left-brain analytical kind of person. In school I loved my STEM
8 classes. So instead of staying home following high school, I went to college to get my
9 degree. I received my bachelor's degree in mathematics from the University of Central
10 Arkansas. Afterwards, I attended the University of Arkansas where I received a Ph.D. in
11 statistics. Before graduating, I successfully defended my dissertation, entitled "Finding
12 Order in Chaos: Looking for Patterns in Biological Qualitative Variables." In that research
13 paper, I was attempting to look for geographic patterns in non-quantitative variables, such
14 as hair color, food and medical allergies, and the like.

15 I have authored three peer-reviewed scholarly articles, each of which was
16 published. I am also on the board of the American Association of Statisticians. All of my
17 qualifications can be found on my curriculum vitae, which I have provided to Plaintiff's
18 counsel.

19 This is my first time testifying as an expert witness. In fact, Plaintiff's counsel had
20 to explain what an "expert witness" actually does. Many of my colleagues have testified,
21 so I was excited to get my foot in the door. I know there is some really good money to be
22 made from testifying as an expert. So, getting my first case under my belt might help me
23 market my skills to attorneys across the country. That is, presuming that my testimony
24 proves beneficial in this case. I'm not sure what the normal rate for expert witnesses is,
25 but I am being paid a rate of \$175.00 an hour plus incidental costs for my time conducting
26 research, testifying in this deposition and at trial, and travel.

27 In the interest of full disclosure, I must let you know that I know the Plaintiff in this
28 case. In fact, Justice and I are cousins. Because my family moved to the United States
29 while I was still learning to walk and talk, Justice and I did not know each other well when
30 we were children. However, we grew closer when Justice moved to California. I would fly
31 to L.A. at least once a year to visit, and after I graduated with my Ph.D. (and could afford
32 more than just ramen noodles every night, which took even a few more years), I hosted
33 several Thanksgiving meals with Justice. Last year, our families vacationed together in
34 North Shore, Minnesota. So, no, I am not entirely objective in this case. What Jace Talent
35 Agency did to Justice was wrong and I am happy to provide a statistical analysis that
36 proves they were wrong. My relationship with Justice, however, does not impact my

analysis. I am not about to perjure myself. Besides, numbers are numbers. They speak for themselves.

When I was retained by Plaintiff's counsel, my job was to create a model to determine whether there was a statistically significant difference between the box office performance of "The Academy" following the November 17 premiere versus the movie's expected performance. In other words, I was creating a model that would quantify the effect—if any—the incident on the red carpet between Justice and that reporter had on the box office sales of "The Academy." If my model showed that the actual performance of the movie from a financial standpoint outpaced the expected performance, that would provide evidence to support Justice's case that Jace did not have cause to fire Justice.

This is a fairly basic statistical model. Essentially, we have two variables which, for purposes of this deposition, we'll call X and Y. X is the actual box office performance of "The Academy" where Y is the expected performance. Once I have reliable data to create a linear progression for both variables, I can run a chi square analysis to determine their relationship.

Step one. Obtain data for my Y variable. In the analysis, the Y variable is what we call a "null hypothesis." In other words, this is the expected value. Statisticians need to do the best they can to eliminate bias in their models by obtaining objective data. Because I had zero experience in the entertainment industry, I started with speaking with experts to gain a basic understanding. With Justice's assistance, I obtained phone numbers of various producers and other industry insiders. I spent several hours speaking with these insiders, gaining their perspective. The goal was to create comps. You know how real estate appraisers review recent sales of comparable houses—or "comps" as they say in the industry—to get an idea of a certain house's value? Well, I was kind of doing the same thing. I wanted a baseline of four or five comparable movies to "The Academy." The movies should be comparable to "The Academy" in the following respects: genre, production budget, and advertisement budget. I wanted movies that had similar genres, for obvious reasons. I also wanted movies that had similar production budgets, to include budgets on actor contracts and special effects. Finally, I wanted movies that would be similarly advertised.

After extensive research using the insiders recommended to me by Justice, I had my list of movies. Each is included in the report I created, along with a population chart comparing their respective box office performances. A population chart is a simple table that has discrete counts for each quantitative variable in a chi square analysis. Once I had my population chart, I was able to track the first three-week box office performance of the movies. Of course, I adjusted the performance of each movie for inflation, using the U.S Bureau of Labor Statistics' inflation calculator. Some of my movies came out decades

ago, at a time when a dollar was valued differently than it is today. I also had to make an adjustment for the population likely to watch a particular movie. In addition to the value of the dollar decreasing over time, the number of people that would go see “Star Wars: A New Hope” in 1977 is a lot different than the number of people who would see the same movie in 2024. The population of the United States has grown from 220 million to 340 million, which is over a 50 % increase. After making all of these adjustments, I averaged the performance of the movies.

Voila! I had my Y variable. In nerd-speak, I had a linear progression for the expected value for the first three weeks of “The Academy.”

Step Two. Obtain data for my X variable. Easy. All I had to do was get the actual box office performance “The Academy” for the three weeks following the premiere.

Step Three. Do the math! You know, the fun stuff! I simply ran a Pearson’s chi squared analysis. By the look on your face, I can tell this needs a little more explanation. And that you did not pay attention in your college stats class. Shame on you!

A Pearson chi square test (or, more accurately, a “chi square test for independence”) analyzes the differences between two or more variables to determine whether the differences between them were caused by chance. Interestingly, it was developed in 1900 by an Englishman named Karl Pearson, whose earlier published book actually inspired much of Albert Einstein’s work on relativity. History is fascinating! Anyway, the Pearson chi square test will reveal, among other things, a “*p*-value.” (We write the “*p*” in italics in formal writing). A *p*-value essentially tells us the confidence by which an observed data set is independent from the null hypothesis. In other words, how likely is it that what actually happened versus what we thought would happen was not caused by chance. The lower the *p*-value, the more confidence we have that the observed outcome is independent from the null hypothesis.

Let me give you an example. Let’s say we presume that it is going to rain 100 days a year in Conway, Arkansas, in normal circumstances. That’s our null hypothesis. But some bored undergrad conducts a four-year study which reveals that it rained significantly more or less than 100 days a year. Is that just chance, or is there something else going on? Well, this bored undergrad (having paid attention in my class) runs the data through a chi square test. The *p*-value is less than 0.05. That means we have a greater than 95% confidence that the weather during those four years was outside the norm. Something must have caused the weird weather.

For this case, the lower the *p*-value, the higher confidence we have that the actual performance of “The Academy” is independent. In other words, if our *p*-value is low, it means that “The Academy” outperformed expectations. If the *p*-value is low, good news

110 for Plaintiff. If the p -value is high, good for defense. Ah! Now you get it. I gotta make things
111 easy for you lawyers.

112 All of the math is in the report I created. I won't bore you with the numbers. Except
113 this one. Our p -value was under 0.05, meaning that the two variables are very likely
114 independent. Put another way, we have a better than 95% confidence that the
115 performance of "The Academy" did better than expected. Good news for Team Plaintiff!

116 Let me summarize with this: based on my training and experience, I believe with
117 high confidence that "The Academy" did far better at the box office than what was
118 expected. I can say this with a reasonable degree of scientific certainty, after having
119 adequate facts and data to support my conclusion.

120 One caveat. I cannot say for certain that it was the news coverage following
121 Justice's incident on the red carpet that caused the movie's better-than-expected
122 performance. It could just have been a really good movie, or at least better than the
123 website Rotting Potatoes predicted. Or it could be that people really wanted to see the
124 movie. But I can tell you that I eliminated as much bias from my model as possible, and
125 the only real difference between "The Academy" versus the average of the other
126 comparable movies was the news coverage about Justice.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Haven St. James

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the 2026 Mock Trial Competition.

William Smith

William Smith, Notary Public

State of Arkansas

My Commission Expires: 12/08/28

Statement of Brooklyn Adler

1 Introduce myself? Are you serious? Oh, I get it. You're just being "polite." I bet you
2 want an autograph, don't you? I'll be glad to sign a self-portrait when this is over. Okay,
3 "for the record" my name is Brooklyn Adler. You can call me "Brook." I am 29 years old.
4 To prepare for this deposition, I spent what felt like hours talking to Justice's lawyers. They
5 told me to tell the truth. Who else did I talk to about this deposition? I spoke to my spiritual
6 guide as well, and to my holistic dog walker, too. And, of course, I had to arrange for a
7 driver for the day. I am hoping this will not take very long, I have a private helicopter
8 waiting to take me to Napa for a spa appointment and dinner reservation at The Spanish
9 Laundry.

10 Back before I became Brooklyn, I was just "Adler." I grew up in the midwest on a
11 dairy farm near Mequon, Wisconsin. My parents did not have much money; they had to
12 pinch pennies just to get by. I never went on many vacations. My summers were spent
13 on the farm, helping my ma and pa. We often didn't have a lot to eat. But it was enough.

14 I never got used to farm life, alright? I hated it. My parents always told me I didn't
15 know the difference between a calf and a cow. I spent all my free time in front of the TV
16 or at the movies. I had the acting bug, and they knew it. I was always putting on little
17 performances for my family. I took all the drama classes in school. I would love to say I
18 went to Julliard, but as you can probably tell from my "official" bio, that would not exactly
19 be true. Thank goodness someone is keeping track. I have to be so many people on the
20 screen, it's sometimes hard to recall one's past, exactly. I went to Arkansas State and
21 majored in theater. Oh, you're an alum, too? Wow, how many of us are there out there?
22 Seems like every other person I meet went to Arkansas State. And I live in California! Go
23 figure.

24 It was in 2018 when I first met Justice Miller. I had never had an agent before. I
25 was 22, straight out of college. I was working in a small video store in Los Angeles, trying
26 to get bit parts on the side wherever I could. I stood in line at auditions for commercials,
27 hoping for my big break. I remember it like it was yesterday. I was auditioning for the part
28 in a commercial for children's cereal, and by chance, Justice was at the audition. Justice
29 must have liked my performance. After the audition, Justice came to me and said "You
30 have it. You have that 'je nais se quois.'" Justice asked if I had representation. I said no.
31 Justice convinced me that I could be a star, and Justice would help me. So, I signed a
32 contract with Justice. Within days, I had my first movie audition, for the role of Twiggy
33 Pingleton, sidekick for Sandy Turnblad in the movie adaptation of "HairGel." As you know,
34 I got the part.

35 From there, my career exploded. After "HairGel" came my first role with a famous
36 lead, "Donner 2: the Party Continues" (of which Rotting Potatoes said, "Almost sad seeing
37 a Hemsworth brother reduced to just another piece of meat."). After that, I got my first
38 lead in "Pink Candle Club," directed by the Swedish director Jan Snöz. The movie was a
39 huge success, of course. Mostly because of me, but maybe because it had cameos from
40 the remaining members of the Phat Back from Snöz's 80's movies. All the studios wanted
41 me. I felt like I was getting calls every day about leads in new movies. I was signing multi-
42 million dollar contracts. I was all the talk in Hollywood. Everyone wanted me. Justice
43 helped me find a realtor who worked exclusively for stars. I purchased my first home, a
44 4,500 square foot home in Beverly Hills. Everything I needed, Justice helped me get it.
45 There was only one hiccup. After my first real paycheck from a movie, Justice set me up
46 with a new financial adviser, Maddie Bernard, who promised me 14% returns on my
47 investment portfolio. I just had to talk Bernard up to my friends and in the media. I didn't
48 know any better and accepted that return without complaint. What Justice and I did not
49 know was that this "adviser" was taking money from newer investors to pay off the original
50 investors like me. Eventually the Feds grew wise and started looking at the original group
51 of investors. Justice managed not to have any money with Bernard, but since I had put in
52 over a million, I had made a pretty good profit. I also thought Bernard was doing my taxes,
53 which was another lie. I ended up avoiding any charges on the financial scheme, but I did
54 have to pay a huge fine, and I had to plead guilty to tax evasion. I managed not to get any
55 jail time. Justice helped smooth over the whole thing, and despite having a misdemeanor
56 on my record, studios continued to call with new roles.

57 When Justice switched to the new agency in 2022, I of course went over to Jace.
58 Justice was THE agent. I am the biggest star in Hollywood, and Justice is the best agent.
59 I didn't care where Justice worked, so long as Justice worked for me. One day in 2023,
60 Justice called me about a new movie being written called "The Academy." "This could be
61 it, Brooklyn," Justice said. "This could be the movie that gets you that Elmo. Think of what
62 it could do for your career if you won an Elmo!" I wanted that statue. I was the best. Why
63 shouldn't I get the award for being the best? Justice sent me the script for "The Academy."
64 I read it in one night. (Okay, fine. My personal assistant read it to me while I received a
65 massage.) I loved the script. And the director was one of the best.

66 The movie was to be released on November 17, 2024. It was, of course, a red-
67 carpet affair. Justice was the best at arranging these soirees. All the critics were raving
68 about my performance. "A Virtual Lock for the Elmo" was one of the headlines.

69 I insist on security for all my public appearances. When you get to be as famous
70 as I am, it just comes with the territory. Justice arranges for it all. So, of course, I was
71 going to have security at the red-carpet event for the premiere of "The Academy." I arrived
72 in my limo, "fashionably late" as Justice insisted. I got out of the limo and headed down

73 the carpet. I waved to my many adoring fans—bless them. One can never have too many
74 fans. Justice had arranged an interview with a reporter at Z-Entertainment. The reporter
75 was there along with a TV crew, waiting for the interview. Just as the reporter was asking
76 me the first question, some crazed lunatic jumped over the rope line and came running
77 at me. I was scared. I mean, of course, everyone wants to be near Brooklyn Adler. But to
78 jump over the rope line. What nerve!

79 And where was my security? I quickly glanced at the guards, but they just stood
80 there! I suddenly recognized the person. It was Rory Hayes. Nobody likes Rory Hayes.
81 Rory is a so-called reporter. My dear friend Harrison Flockhart actually got a restraining
82 order against Rory. I heard a rumor that Rory has the thing hung in the DMZ office, the
83 nerve. Anyway, where was I? Oh yes. Rory was running towards me. As Rory got to me,
84 Justice stepped in between us. Justice looked at me and said, “Are you alright?” I said,
85 “Yes, thanks to you.” Then Justice turned to Rory and said, “You have some nerve,
86 jumping that rope line.” Rory was trying to get around Justice to get to me. But Justice
87 kept Rory at arm’s length. Then, you know what happened? Rory fell down on the ground.
88 Honestly, I think Rory was faking it. Justice’s arms were only being extended to protect
89 me, and somehow Rory falls down in a heap? Completely fake.

90 A couple minutes later, and my security guards FINALLY come to my “rescue.” One
91 of them looked at me and said, “Sorry we didn’t come sooner. Just following orders.” I told
92 the security guards to get Rory out of there, and make sure Justice was okay. I made a
93 note to have Justice fire those security guards straight away.

94 * * *

95 Yes, I understand what this lawsuit is about. Honestly, just because I am a star
96 does not make me a fool, you know. Briar Secord fired Justice simply for doing a good
97 job. I know the reasons Briar gave for firing Justice. The real reason, of course, is because
98 Justice was becoming too successful, and Briar wanted all that money. I mean, honestly.
99 Briar thinks that Justice committed a “felony” that night? Nonsense. All Justice did was
100 create a barrier between Rory and me. Rory faked falling down. And that stuff about
101 having a concussion? Faked. All of it, faked. If Justice committed a felony that day, then I
102 have a bridge to sell you.

103 I also know Briar is claiming that Justice somehow caused a financial hardship to
104 Jace by coming to my defense. More nonsense. All the legitimate news after November
105 17 talked about how heroic Justice was. Publicity for “The Academy” was through the
106 roof. And the movie was the highest grossing movie in 2024. Highest grossing. And of
107 course, I won the Elmo. I can’t prove it, but I am willing to bet a lot of the voters picked
108 me because Justice showed such heroism that day.

109 When Briar fired Justice, I immediately terminated my representation with Jace. I
110 wanted nothing more to do with that agency. I also told all of my friends in Hollywood
111 never to do business with Jace or any of its agents ever again. I was “the thing” in
112 Hollywood after “The Academy.” I had my pick of any part I wanted. But I told all the
113 producers and directors that I would refuse any role if any of the other actors or actresses
114 were represented by Jace. In fact, I put it in my contracts. I still do. So, you see? Jace’s
115 claim that they “had” to fire Justice for financial reasons is a lie. I made sure that Jace
116 suffered financially for its decision to fire Justice. And I will continue after this trial.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Brooklyn Adler

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the 2026 Mock Trial Competition.

C.H. Gallant

C.H. Gallant, Notary Public

State of Arkansas

My Commission Expires: 12/5/26

Statement of Shiloh Knight

1 Good morning. My name is Shiloh Knight. I am 56 years old, and live in Napa,
2 California. I grew up on the west coast. I was born and raised in San Diego before moving
3 to Los Angeles for college. I was the younger of two siblings. I was always competitive
4 with my older brother, trying to outshine him in everything we did. He'd probably tell you
5 otherwise, but I usually beat him at everything. Anyway, I attended the University of
6 Southern California for my undergraduate degree. Later, I attended UCLA for my master's
7 degree in business analytics and marketing. I bet you don't meet too many people who
8 attended both USC and UCLA, huh? I guess that is kind of like someone going to both
9 Arkansas and Arkansas State.

10 I stayed in LA for several years after getting my degree before moving to San
11 Francisco. About five years ago I relocated to Napa since I am able to telework 100% of
12 the time. When I was in LA, I worked for a company called Archer & Simpson, LLC. We
13 were a mid-sized firm that offered marketing services. Our primary focus was the
14 entertainment industry. Our primary clients were studios and television producers. The
15 industry was a lot different than it is today. Back then, the majority of the money was
16 flowing into movies. The biggest stars were movie stars. Now, with streaming services so
17 popular, most of your big-name actors are wanting to get in on the next historical fantasy
18 show. That's where most of the money is these days.

19 I was with Archer & Simpson from 1995 to 2006. My job was primarily to create
20 campaigns for the studios looking to advertise up-and-coming movies. I would create
21 entire strategies, including billboard and movie poster designs, phrasing, commercials,
22 etc. I would work with the studios to manage the advertising and marketing budgets. I
23 would also work with agents to strategize network interviews and public appearances
24 designed to promote our clients' movies. In essence, the moment that a studio signed off
25 on a project, my job was to help the studios build hype and anticipation, plan the marketing
26 and advertising post-release, and even create strategies for when the movie was released
27 to VHS. Yes, VHS. This was the 90s, remember? And I had to do this in the days before
28 social media. D'oh! The kids these days have no idea how different things used to be
29 before the ubiquitous smart phones.

30 Speaking of, is that my phone? Sorry about that. (A break was taken off the record)

31 Where was I? Since leaving Archer & Simpson in 2006, I have worked in a
32 freelance capacity. Instead of building marketing campaigns, I review marketing
33 strategies and plans from other marketing firms or from producers and studios directly. I
34 don't build and design campaigns anymore. Instead, I offer guidance and advice. That is
35 why I am able to work from home.

36 I have testified on a handful of occasions in litigation matters. I have been involved
37 with several lawsuits in which one studio sues another over marketing strategies or rights
38 to movies. I have also served as an expert before in a wrongful termination lawsuit.
39 Because I have many years working in the industry, I have extensive knowledge of the
40 advertising/marketing side of the movie industry. I also have experience dealing with
41 talent agents, at least from a marketing perspective. I have neither worked as a talent
42 agent nor worked for a talent agency. However, I have worked in the industry long enough
43 that I know how things work and are supposed to work. And I certainly can testify about
44 how certain events can impact—either negatively or positively—a movie's box office
45 receipts. And I have the experience to testify about how the actions of certain insiders—
46 like producers, directors, actors, and agents—can impact their employers from a financial
47 standpoint.

48 I was contacted by the attorneys representing Jace Talent Agency about this case
49 in January 2025. I previously testified for Jace in a wrongful termination case in 2023. In
50 that case, Jace terminated the contract of one of its managers following a fairly salacious
51 and public scandal. I gave a deposition, and even flew out to Seattle for the trial. However,
52 the case settled for an undisclosed amount of money the night before jury selection was
53 to begin. I suppose the attorneys representing Jace thought I did a good enough job in
54 that other case that they asked to retain me in this case.

55 For cases in which I serve as an expert, I charge \$275 per hour to review the case
56 materials and other necessary information. If I have to testify at a deposition or trial, I
57 charge \$400 per hour for testimony plus travel costs, meals, and incidentals. In most
58 cases, I would like 3-4 weeks to review the materials and prepare an expert report.
59 However, apparently the attorneys were late in finding an expert in this case, because I
60 only had a week to review and prepare a report before the disclosure deadline. Thankfully,
61 I had a light week ahead of me the day the defense attorneys called me, and I was able
62 to get it done. I did, however, negotiate a \$500 surcharge in addition to my hourly fee
63 because I had to work nights in order to prepare. So far, I have charged \$6,475 up through
64 my time preparing for this deposition.

65 I have provided a resume to support my expert conclusions in this case, which I
66 turned over to defense counsel. I have also prepared a report, which I also produced to
67 counsel. Let me break everything down for you. Using the news aggregator, I analyzed
68 the articles referencing "The Academy" into those that I deemed to be "positive,"
69 "negative," and neutral or other. I used my experience in the industry and common sense
70 to determine what constitutes a "positive" versus "negative" article. You can see from the
71 chart how the percentage of negative news stories dramatically increased from 2% to
72 62% in the week following the premiere. That's no coincidence. I also included a chart
73 showing the number of online "clicks" for positive and negative news stories about the

74 movie. Granted, the majority of the clicks of negative news stories came from DMZ. But
75 still, you can see how much people were reading negative news stories in the week
76 following the premiere. An average of over 200,000 per article!

77 I had sufficient materials to review. Defense counsel provided me with copies of all
78 of the depositions in this case, as well as a copy of the complaint filed, and the contract
79 between the plaintiff and Jace. I also hired a news aggregator to collect all of the articles—
80 both print and digital—that referenced the plaintiff for the week prior to “The Academy’s”
81 release to the five weeks following the release. Finally, I interviewed other industry
82 insiders, including business analysts and people connected with the various awards. I
83 wanted to get a perspective from others in the know about how they viewed the incident
84 that occurred on November 17, 2024, and how it impacted Brooklyn Adler’s chances of
85 winning the Elmo (which, of course, impacted Jace’s bottom line).

86 I was further asked to review the report authored by Haven St. James. On this
87 front, I have only limited opinions to offer. I am not a mathematician, and I do not
88 understand much of the mathematical terms used in the deposition or report. I took AP
89 Calculus in high school, got a 5 the highest score one can get on that test, and never took
90 another math class again. So, I cannot competently testify about whether the
91 mathematical calculations in the report are accurate or not. Heck, I cannot even tell you
92 if the mathematical equations in the report are real or simply made up. I just do not know.

93 I can testify about two key components of the report, however. First, it is my opinion
94 that the other movies used by Haven to create a “null hypothesis” —I am using that term
95 correctly, right? —are good comparables to “The Academy.” In other words, I have no
96 qualms with the movies Haven chose as the baseline comparisons. I was hired to give
97 my opinion, and I will be honest in my opinions even if it does not help the defense. That
98 said, Haven’s deposition admits that the model does not account for the possibility that
99 “The Academy” was simply going to outperform expectations regardless of the plaintiff’s
100 misconduct in this case. I surveyed 16 industry analysts as part of my review of this
101 matter. Each had seen the movie. All but one thought the movie was worthy of a best-
102 picture nomination and that Brooklyn Adler was worthy of an Elmo nomination. I further
103 reviewed the marketing materials promoting “The Academy.” They were top-notch. The
104 marketing campaign for “The Academy” was, in my opinion, the best of any theatrical
105 release in 2024. The marketing agencies promoting the movie hired social media
106 influencers to pump the movie, the commercials were fantastic, and the timing of the
107 release was perfect.

108 In other words, in my opinion, I think “The Academy” would have performed just as
109 well if not better had the incident on November 17, 2024, at the premiere never occurred.

110 Additionally, I was asked to give my opinion about whether the plaintiff was fired
111 for cause under the “conduct unbecoming” definition in the contract. On that point, my
112 opinion is that Jace had every reason to fire the plaintiff. Just look at the contract and
113 company code of conduct. The contract defines “conduct unbecoming” as including any
114 violation of the company’s code of conduct. The code of conduct clearly states that any
115 conduct that is a violation of state or federal law is prohibited and grounds for termination.
116 While I am no attorney, I know enough about the law to know that the plaintiff likely
117 committed assault and battery. That’s a violation of state law, which is a violation of the
118 code of conduct, which is grounds for termination.

119 But more important than that, the plaintiff’s conduct caused harm to Jace. I
120 understand that the plaintiff may think of the actions on the red carpet as somehow
121 “heroic.” But they were not. According to Rory Hayes’ deposition, Brooklyn Adler’s security
122 reacted nearly instantaneously. There was no need for the plaintiff to rush in and act like
123 some savior. And the plaintiff’s actions had a negative impact on Jace. Sure, Z-
124 Entertainment ran some positive stories about the event. But the online tabloids, like the
125 one Rory Hayes worked for, ran negative stories. I know what you’re thinking, who would
126 believe some tabloid over Z-Entertainment, one of the most respected news outlets in the
127 entertainment industry? Turns out, it’s the fans. The average article posted by Rory Hayes’
128 employer gets 180,000 plus views within the first 24 hours of being posted. The average
129 article posted on Z-Entertainment’s website only gets 110,000 views in the same time
130 period. I concede that the consumers of Z-Entertainment are likely more affluent and are
131 more likely to spend money on tickets, merchandise, and to download movies from
132 streaming services for a fee. But even that fact cannot make up for the tens of thousands
133 of additional viewers reading the negative articles versus the positive articles.

134 Moreover, the majority of the news coverage following the November 17, 2024,
135 incident at the premiere was negative. In my interviews with industry insiders, the majority
136 of producers and directors had a negative reaction to what the plaintiff did. In fact, one
137 director told me that she would be “less inclined” to cast one of the plaintiff’s clients.
138 Another producer told me that, “if Jace doesn’t fire Justice Miller, I have no more interest
139 in doing business with Jace or any of its agents.” If directors and producers were less
140 likely to hire talent represented by Jace’s agents, that would have a significant impact on
141 Jace’s overall bottom line. Therefore, it is my opinion, based on my decades of experience
142 in the entertainment industry and my review of this case, that plaintiff’s actions, on
143 balance, had a negative impact on Jace Talent Agency’s financial status. That, coupled
144 with the clear violation of the company code of conduct, gave Jace more than enough
145 cause to terminate the plaintiff’s contract for conduct detrimental to the company.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Shiloh Knight

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the 2026 Mock Trial Competition.

Michala Watson

Michala Watson, Notary Public
State of Arkansas
My Commission Expires: 4/3/27

Statement of Briar Secord

1 My name is Briar Secord. I am 62 years old, and I am the chief executive officer
2 and founder of Jace Talent Agency, LLC. I was born and raised in Savannah, Georgia.
3 Although I live amongst the hippies in southern California, I am a southerner through and
4 through. I maintain a summer home in Savannah, where I will retire in the next few
5 months. I recognize the superiority of the SEC. I do declare I will order sweetened iced
6 tea year-round (and don't you dare bring me any of that nonsense "herbal" tea).

7 I received my bachelor's degree in American literature from the University of
8 Alabama in 1986. Roll Tide. I attended law school at the University of Georgia. But still,
9 Roll Tide. I received my juris doctorate in 1989. After law school, I returned home, where
10 I worked for my father's law firm, Secord, Matlock & Cornpone. We did insurance defense,
11 mostly defending folks in auto accidents and things like that. It was nice working for my
12 father, but I never loved the work. Besides, jurors saw right through my humor and charm.
13 Juries hate insurance companies, and no amount of southern charm from me could
14 convince them otherwise. I rarely won at trial. So, when a friend of mine who was working
15 for the professional football team in Atlanta told me that the team was looking to hire a
16 new associate counsel, I applied for the job. With my friend's recommendation, I got the
17 job.

18 I ended up working for the football team until 1997. But still, Roll Tide. I did a variety
19 of work for the team, such as drafting player contracts, negotiating and drafting
20 agreements with advertisers and sponsors, and negotiating procurement agreements. It
21 was a great job, and I was making a pretty good living. During my years of working for the
22 team, I learned valuable negotiation and contract drafting skills. I was working one-on-
23 one with player agents. I saw how much those agents were making in commissions for
24 the contracts they negotiated for their clients, and I wanted in. One night, I was having
25 dinner with one of the bigger sports agents, and we got to talking. I expressed my interest
26 in becoming an agent myself. She told me it would be a great idea, that I had the
27 negotiating skills to make big money. But she convinced me to avoid sports. There were
28 already too many agents for the number of professional athletes, she told me, and the
29 contracts were capped. "Think about the entertainment industry. A lot of the big-name
30 actors still don't have agents, and those contracts are much bigger than anything a top-
31 of-the-rotation lefty will get." Long story short, I took a chance. I took all the money out of
32 my savings, sold my condo in Atlanta, and moved to the west coast in search of a better
33 career. Fate was on my side, because I was able to get a job as an agent.

34 After twelve years working as an agent, I decided it was time for a new adventure.
35 After getting a business startup loan, I was able to start my own talent agency. I named it
36 Jace Talent Agency. I'd always been a fan of that fantasy card game that started in 1993

37 in Seattle, so it was my way of paying homage to that game. I started the company with
38 just a handful of employees. But through careful business planning, I grew Jace to
39 become the third largest talent agency in the United States.

40 We employ over 40 talent agents. Most of those agents are in the entertainment
41 industry, with others handling sports contracts and some in literature. We have a few
42 “generalists,” so to speak, who handle clients outside the normal industries. Think social
43 media influencers, lecturers, motivational speakers. If you need representation, we can
44 handle it.

45 I first heard about Justice Miller in 2020. Justice was a hot-shot talent agent who
46 represented some of the biggest names in the movie industry. At events, Justice was
47 always the one ordering the \$750 bottle of wine to impress the celebrities. Back in my
48 day, agents stayed in the background and did not try to attract attention. But the
49 millennials these days are so ego-driven. The flashier, the better. My problem was that I
50 needed to change with the times. If Justice was the future of our industry, then I had to
51 adjust or lose my business.

52 I made Justice an offer that nobody could refuse. I offered to hire Justice to work
53 for Jace at a salary of \$2,000,000 per year plus bonuses based on performance. Justice
54 had to sign a contract with my company just like all of my other agents. I drafted the
55 contract myself.

56 The provision of the contract I am sure you are most interested in is the “conduct
57 unbecoming” clause. It’s a standard clause in most higher-end employment contracts.
58 Essentially, it gives the employer the right to terminate the contract of the employee, for
59 cause, if the employee engages in conduct detrimental to the employer. The classic
60 example is committing a crime. In fact, our company policy states that no employee may
61 engage in any act that constitutes a felony offense under state or federal law. But “conduct
62 unbecoming” can also include non-felonious behavior that publicly embarrasses the
63 company or significantly threatens the company financially. For example, making
64 statements on social media that gives away company secrets or insults the company.
65 That would be conduct detrimental to the company and worthy of discipline under the
66 contract.

67 Months into hiring Justice, I knew Justice was a bad apple. Whenever Justice flew
68 into California from Arkansas, Justice walked around our offices like Justice owned the
69 place. Justice thought junior agents were there solely to get Justice coffee and bagels.
70 And don’t get me started about how Justice treated the support staff. It was embarrassing.
71 I was receiving multiple complaints from the staff about Justice’s behavior, and one
72 support person even threatened to quit.

73 But Justice was good at being an agent. I mean, really good. In Justice's first 12
74 months as an agent with Jace, Justice signed 23 movie contracts for their clients. The
75 average agent representing movie actors at Jace signed between 8 and 12 contracts a
76 year. In those first 12 months, Justice brought in \$3.5 million in revenue for the company
77 after commission, just from Justice's movie clients alone. None of my other agents topped
78 \$1 million. The endorsement deals were on another level. Justice's clients signed over
79 \$100 million in endorsement deals in that first 12 months, meaning Jace raked in over
80 \$10 million. That amount exceeded the endorsement deals inked by all of my other
81 agents, combined. Honestly, Justice could have gone out and started a new agency and
82 done just fine. But Justice wanted the security of working for an established agency like
83 Jace.

84 The premiere of "The Academy" was big for Justice. It was big for Jace. The press
85 was already buzzing about Elmo nominations for Brooklyn Adler's performance, which
86 would mean even bigger parts—and contracts—moving forward. Justice worked tirelessly
87 to perfect every part of the premiere. I mean everything was choreographed, down to the
88 minute that Brooklyn was to show up "late" to the premiere. Justice thought of everything.

89 Since it was a Sunday, I stayed home, watching the premiere on television with my
90 family. The first half hour went smoothly. All the supporting performers in the movie arrived
91 in their limos, took pictures with the fans, signed autographs, and did token interviews
92 with reporters pre-selected by Justice. And then Brooklyn arrived. It was a show, I do
93 declare. All the fans were gushing. The cameras were clicking. And then Brooklyn stepped
94 forward to a reporter from Z-Entertainment to do an interview. All of a sudden, someone
95 jumped from behind the rope line and started running towards Brooklyn. It was Rory
96 Hayes. I cursed under my breath. (A little too loudly, because it scared my dog.) I know
97 Rory; we play bocce ball together. Rory runs up to Brooklyn with a camera, I suppose to
98 do some sort of impromptu interview. Stupid thing to do, with all that security, but some
99 of the lower-paid reporters like Rory have to do anything they can to make a splash.

100 But what Justice did was unforgivable. I stared flabbergasted at my television as I
101 saw Justice run up to Rory and shove Rory in the chest. Rory fell to the hard pavement.
102 And then I swear on my mama, although I could not tell because of the camera angle,
103 that Justice kicked Rory like a sack of rags while Rory was defenseless as a newborn foal
104 on the ground. I couldn't believe it. I mean, yes, what Rory did was stupid as a bag of hair.
105 But that's why we pay top dollar for security. Why would Justice play Rambo and attack
106 Rory like that? It was a fiasco, and the pit in my stomach told me there was going to be
107 trouble. And sure enough . . .

108 I started getting texts and calls almost immediately after it happened. At first, it was
109 a call from my office manager asking, "What do we do about this?" Then some of the

agents working for Jace called and said they wanted to know if Justice would be fired, and if I would give them Justice's files. You know that movie with Tom Cruise where he played a desperate-for-love sports agent who gets fired? That scene where his coworkers know he will be fired and try to steal his clients? Yeah, it was a lot like that.

After the other agents called, then reporters started calling. Everyone wanted a statement. And not just the entertainment industry reporters. Reporters from all of the major news outlets were looking for a statement. Social media was abuzz with activity, talking about what had just happened on the television. The news stories were already popping up online.

Jace's in-house lawyer called me next. The lawyer told me we had "problems." Rory would almost certainly file lawsuits against Justice and the agency. The lawyer said, "We can try to claim it was justifiable, but the suit is still going to cost us a pretty good amount." Plus, the lawyers were looking at possible criminal charges. One of them told me, "I'm no prosecutor, but the way I read the statute, Justice could be charged with a felony."

I had an emergency meeting with Jace's HR people, our in-house lawyer, our PR rep, and a couple of outside lawyers we hired to help us prepare for the fallout. It was a Saturday, the last day before December in 2024. We talked for about three hours. We reviewed the contract that Justice signed with Jace. We reviewed the code of conduct, which is part of the employee handbook. We talked about strategy. We talked about the pros and cons of keeping Justice or not. Ultimately, we decided that from a PR and financial standpoint, we had to terminate Justice's contract. Everyone agreed that what Justice did was a clear violation of the "conduct detrimental" clause of the contract. First, the contract defines "conduct detrimental" to include the commission of any felony offense under state or federal law. The lawyers told me that what Justice did was battery, and because there was a risk of serious bodily injury, it was a felony. "Rory went to the hospital, it's an easy felony battery," I remember one of the lawyers telling me. Second, the embarrassment Justice brought upon the agency for their conduct was clearly within the bounds of the "conduct detrimental" clause.

I had Justice in early Sunday. I didn't want Justice making a scene during a normal office hours when most of the employees were in. I explained to Justice that we were terminating the contract because of what happened on November 17. Justice went into a fit of rage. "You'll be sorry for this," I remember Justice screaming like a varmint. I remained calm and tried to reason with Justice. But there was no reasoning with Justice that day. You could just as easily talk sense to a junebug. I remember Justice throwing an empty coffee pot across the hall on the way to the elevators. That was the last time Justice stepped foot in our offices.

147

* * *

148 Okay, yes, the emails. Of course, I have seen these emails. I wrote them. When
149 this lawsuit was filed, my office manager told me that we should delete all those emails.
150 But I didn't do it. That would not have been the ethical thing to do. As you can see, I had
151 been looking for a reason to fire Justice even before the November 17 incident. I don't
152 see the emails as a problem. In fact, I think it helps me. You see, I was looking for a
153 reason to fire Justice, but I didn't. And my reasons for wanting Justice gone have nothing
154 to do with some vast conspiracy. Justice is a jerk, and morale at the company had
155 decreased to a point where many of my longest serving staff were talking about taking
156 early retirement if Justice was allowed to stay. I'm just grateful Justice gave me a reason
157 for the firing. I could have fabricated a reason like some nefarious employers do. But I
158 knew that would be illegal and would get me in trouble. And my mama didn't raise me that
159 way. So, when Justice put a toe out of line, I fired them.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Briar Secord

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the 2026 Mock Trial Competition.

Miriam Easley

Miriam Easley, Notary Public

State of Arkansas

My Commission Expires: 12/08/26

Statement of Rory Hayes

1 Let's do this. I have been looking forward to today for a long time. Ever since
2 Justice Miller filed this ridiculous lawsuit, I have been dying to tell my story. I can't wait to
3 expose Justice as a fraud. And to talk about how Justice savagely assaulted me at the
4 premiere of that awful movie, "The Academy."

5 Okay, okay. My name for the record is Rory Hayes. I am 26 years old. No, I'm not
6 married. Sheesh, mind your own business will ya? When I was growing up, everyone
7 compared me to that show with the fast-talking mother and daughter combo. She was a
8 reporter that went to Yale and liked politics. Uhhh...gross. I don't care about all that
9 political nonsense. It's just a bunch of old rich people acting like children on national
10 television. No, I like to cover the real drama. The Hollywood drama. I want to know which
11 A-list celebrities cheated on their spouses. I want to know what the real housewives of
12 anywhere are wearing. You fancy lawyers can act like the only real news out there is what
13 a foreign leader said at the 89-minute mark of a three-hour speech on global trade, but
14 you know what? There's a reason that celebrity gossip tops other headlines. It's 'cause
15 that's what people in this country want to know. And I'm gonna give it to 'em.

16 Okay, I'll back up. I was born in Green Bay, Wisconsin. I attended community
17 college in Green Bay, before transferring to the University of Wisconsin-Green Bay for my
18 B.A. degree. I got my degree in journalism. After college, I moved to San Jose, California,
19 for an internship with DMZ news. DMZ is mostly, like, an online publication, but we do
20 have a weekly publication you can buy at newsstands and in pharmacies and groceries
21 stores. There is usually a vampire baby on the cover. We have both free and paid content
22 online. Like, our premium subscribers pay \$5.99 a month and get the best-of-the best in
23 celebrity news and gossip. Last time I checked, we had over 200,000 paid subscribers.
24 And our free content usually gets anywhere from 150,000 to 300,000 virtual visits within
25 the first 24 hours of being published. So yeah, we're kind of a big deal. And sure, we cover
26 the basics like what big-name director has just signed on to do which movie. But we also
27 get into the real gossip. The stuff our readers want to know. The stuff they pay to know.

28 After a year, I was promoted to a full-time reporter. My job was to get in the faces
29 of the Hollywood elite. "Make 'em sweat" was my motto. Get 'em to tell the real juicy stuff.
30 Admit things they wouldn't to regular boring reporters on those Sunday morning programs
31 nobody watches. You want the real story? Find an actor without any security, like when
32 somebody is dropping off kids at school. Get in somebody's face. Block the sidewalk. Get
33 'em angry. That's when they give you the sound bites that get clicks. And I was, like, really
34 good at it. Some people frame their first dollar; me, I got, like, my first cease and desist
35 letter hanging on the wall of my cubicle. I know how to capture the schadenfreude that
36 pervades online culture. Readers say they want more happy stories, but in the end, stories

37 where Damon's belly is hanging out over his sweatpants with a lead of "Good Will
38 Punting? On his figure maybe..." gets more hits than when he loses ten pounds for a new
39 role.

40 * * *

41 Yes, I know Briar Secord. Briar is a good person. Briar and I actually play on the
42 same bocce ball team on Tuesday nights. Briar and I met a year ago at Anthony's Bar,
43 which has, like, the best bocce ball league in all of California. I mean, you get like 40 or
44 50 teams playing on courts for the Tuesday night league. My partner and I beat Briar and
45 some loser 12-4, 12-5, 12-10. We whooped 'em good. A few months later, when my
46 normal bocce partner moved back east, Briar and I became partners. Ever since, Briar
47 and I have been playing partners for the Tuesday night league. Even won a couple of
48 tournaments together. In fact, we're playing tonight. You should come, it's fun!

49 So yeah, I know Briar. But you keep trying to accuse me of cahooting with Briar.
50 You really think that I staged the whole thing on the red carpet for Briar? That's ridiculous.
51 Almost as ridiculous as the cheap suit you're wearing. You think I am going to compromise
52 my integrity for Briar Secord? Puh-lease. Plus, I ended up in the hospital. I ain't doin' that
53 for anybody, much less Briar. So, get your facts straight before you come at me with this
54 nonsense.

55 * * *

56 We finally get to talk about what happened on November 17? Finally! You all talk,
57 like, way too much. So, here's the story. I was assigned to cover the premiere of "The
58 Academy." Everyone was talking about how great the movie was. Like, stupid crazy
59 excited about the movie. I was like, "What's the big deal?" Yeah, Brooklyn Adler is in the
60 movie. Big deal. Brooklyn is a two-bit movie star who can't act. The only real reason
61 Brooklyn got the big movies was because Justice Miller was propping them up. I knew
62 who Justice was. Everyone in the industry knew Justice. Justice was the agent all the
63 celebrities wanted. Justice could wine and dine the producers and get Jace's client's the
64 best parts. It didn't matter to Justice that the clients were amateur hacks at best, just like
65 Brooklyn.

66 I made it my mission to expose Justice as a materialistic fraud. Justice doesn't
67 care about these clients. Justice cares about one thing: money. So, I ran some articles
68 about Justice being fake, a wannabe new-age "woke" charlatan. Justice called me a few
69 times on my cell and cursed me out on my voicemail because of some of the stories I ran.
70 Justice said I was some "two-bit hack" of a reporter. Whatever. Justice is just jealous.

71 The night of November 17, I was outside the rope line where most of the reporters
72 were told to stand. Justice likes to stage these events. Only the “chosen” reporters get
73 access to Justice’s clients. If you aren’t one of those fake reporters who gush about
74 Justice’s clients in your articles, you don’t get the red-carpet interviews. So, it was no
75 wonder that Z-Entertainment, the garbage that it is, got the red-carpet interview with
76 Brooklyn Adler. But my boss gave me specific instructions to get an interview with
77 Brooklyn “no matter what.” So that’s what I was going to do.

78 Brooklyn was fashionably late. Predictable. Justice’s clients are always late, I
79 presume to build suspense. Brooklyn came out of the limo dressed to the nines. Brooklyn
80 walked down the carpet, waved to some screaming teens, and then set up for the
81 interview. That was my chance. I jumped over the rope line with my hand-held camera
82 and ran to Brooklyn. My goal was to ask Brooklyn one or two questions before security
83 could get to me and escort me away. I was just about to ask my first question when
84 “WHAM.” Something hit my face and I fell, headfirst into the ground. I was dizzy, not sure
85 what had happened. I figured some security guard must have hit me. Brooklyn never
86 travels without an entourage of security.

87 A moment later I was able to get my bearings. I looked up and you know what I
88 saw? Not some 240 pound all muscle security guard. No. It was Justice. Justice had
89 punched me in the face and knocked me to the ground. I guess Justice saw me jump the
90 rope line, because I had barely spoken two or three words to Brooklyn when Justice
91 sucker-punched me.

92 I was down on the ground, about to get up, when you know what Justice did?
93 Justice kicked me. I was on the ground, and Justice kicked me. Thankfully, it was just
94 once because a few seconds later, some security guards had arrived to break up the
95 melee. I stood up and looked into Justice’s face. I told Justice, “You’ll pay for this.” Justice
96 just smirked and whispered to me, “I’m the hero that saved Brooklyn, and you’re just a
97 nobody who’ll be on the streets by tomorrow night.” Before I could respond, Brooklyn’s
98 security was escorting me away from the event. Away from the cameras, Brooklyn’s
99 security shoved me down onto the pavement of the street and told me to “get lost.”

100 My head was pounding. My right eye was blurry. It was hard to stand. My cell was
101 buzzing. I looked, and it was my boss. I answered the phone, and she said, “That was
102 AMAZING! We’re going to be the headline now. Are you okay?” I explained that I was
103 dizzy, and my boss said, “Stay right there. We’re coming to get you.” And sure enough, a
104 few minutes later my boss and her secretary were picking me up from where I was and
105 took me to the hospital.

106 Turns out I suffered a concussion and a detached retina in my right eye. I’m not
107 sure I will ever see out of that eye the same way again. I can make out shapes, but

108 everything is blurry right in the middle of my vision in that eye. My doctor told me that it
109 was a result of the punch from Justice followed by hitting my head on the concrete
110 underneath the red carpet. I was kept overnight in the hospital and released the next day.
111 My boss picked me up from the hospital and took me home. Later that afternoon, she
112 returned with some of the lawyers working for DMZ. We talked about what we were going
113 to do. They asked if I wanted to sue Justice Miller and Jace Talent Agency. I agreed to
114 sue Justice, but not Jace. I knew Briar Secord owned Jace, and I knew Briar would do
115 the right thing . . . fire Justice.

116 The lawyers also asked me if I wanted to press charges. "This is clearly a felony
117 battery under California law," they told me. I said "No." I'll ruin Justice financially. I'll happily
118 ruin Justice's credibility. End Justice's career. But I'm not about sending people to jail. I
119 wouldn't want that to happen to my worst enemy, especially one that is going to have to
120 keep working at a diner, flipping burgers, and paying me back 25% of each paycheck at
121 a time. Kind of fitting, since Justice is kinda my worst enemy.

122 * * *

123 The news coverage following the incident on the red carpet was predictable. The
124 news outlets in Justice's back pocket were gushing about how Justice was some sort of
125 "hero" for saving Brooklyn. Bunch of fake news. The real reporters called it for what it
126 was. A publicity stunt. It was Justice sucker punching a reporter when I was just trying to
127 do my job. DMZ ran all kinds of articles calling Justice a criminal. And we weren't alone.
128 The Puffington Coast headline read, "DMZ Reporter Nearly Loses his Head Over
129 Interview," The Daily Feast's, "Will Justice Be Served, with a Warrant?" or my favorite
130 from Tox.com, "Justice Jabs Journo Just Doing Job, Jace in Disgrace." The articles all
131 suggested that a toxic culture pervades certain talent agencies, like Jace, and leads to
132 incidents like this one and many even called for a boycott of Jace, in particular, until it
133 fired Justice Miller and promised to make systemic changes to its business model. I'm not
134 sure it's really true that Jace had such a bad culture, but I can say that Briar certainly did
135 not make the best choice in hiring Miller.

Contract for Employment

This Contract for Employment (hereinafter, the "Agreement") is entered into as of the 10th day of October, 2022, by and between Jace Talent Agency, LLC (hereinafter, "Employer") and Justice Miller (hereinafter, "Employee") (collectively, the "Parties"). The parties agree and covenant to be bound by the terms set forth in this Agreement as follows:

Article I

1.1 Employment Period

Employer shall employ Employee as a talent agent on a full-time basis beginning on December 1, 2022, and continuing until December 1, 2026, subject to any early termination of this Employment Period pursuant to Section 3.1 of this Agreement. This Agreement may be extended by written agreement of the Parties.

1.2 Employee's Duties

Employee shall perform any and all duties as requested by the Employer that are reasonable and that are customarily performed by a person holding a similar position in the industry or business of the Employer.

* * *

1.5 Compensation

As compensation for services provided by Employee under this Agreement, Employer will pay Employee a salary of two million dollars (\$2,000,000) per year, payable in equal installments on

the first (1st) and fifteen (15th) day of every month beginning December 15, 2022.

* * *

Article III

3.1 Termination of Agreement

Employer shall have the right to terminate this Agreement at any time, with no further compensation owed to Employee, if Employer reasonably determines that Employee has engaged in conduct detrimental to the interests of the Employer. Conduct that is detrimental shall be:

- A. Intentional misconduct that causes significant reputational or financial harm to the Employer;
- B. Intentional violation of the Employer's policies, rules, and procedures, including significant violations of the Employee Code of Conduct; or
- C. Any act by Employee to publicly defame or slander Employer, or any of Employer's management or affiliates.

* * *

EMPLOYEE:

Name: Justice Miller

Signature: *Justice Miller*

Date: Oct. 10, 2022

EMPLOYER:

Name: Briar Secord

Signature: **Briar Secord**

Date: 10/10/2022

Z-Entertainment

Got something juicy? (888) HOT-TIPZ hottipz@z-ent.org

"The Academy" Opens to Record Box Office Sales

Sales Likely Increased Because of Agent's Heroism

November 20, 2024 by Beckett Jameson

The Sunday night release of the much-hyped movie "The Academy" shattered box office records. Critics have been raving about Brooklyn Adler's performance, not to mention the writing, directing, and cinematography. Most theaters across the country have already sold out of showings for this Friday and Saturday night. According to noted industry expert Regan Hildebrand, "Since Justice Miller heroically jumped in front of Brooklyn Adler on Sunday night, interest in the movie has reached levels we have rarely seen. I can't even begin to guess how popular this movie will become, but it's going to be big." (For the full article, [click here](#)).



Guess who? Bad boy, Knutt Hudson at it again!





We saw what you were searching for earlier on our competitor's website. We think we have a better solution for you!

Sail the lower Hudson with some of your favorite Television and Movie Stars of the past 20 years. See what Dolly wears to dinner! Get a back tattoo with Ben! Take out your teeth with Burt!

Celebrity owned and operated

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Tired of having your searches monitored by the GRU?

We were, too, until we tried this one weird trick. Just follow the link below and provide us a few details and we will be able to prevent your internet searches from being monitored by foreign military intelligence operatives.

Trust us.

This is not a phishing Scam!

Locally owned and operated

Tel: 555 555 5555

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Panopticon

This is not a phishing Scam!

Tel: 555 555 5555

Free Credit!

SSN _____

Credit Card No. _____

Powered by



Panopticon

Secord, Briar

From: Secord, Briar <bsecord@jaceagency.com>
Sent: Friday, June 28, 2024 4:46 PM
To: Rory Hayes <rory@dmz.com>
Subject: FWD: HR Complaint

Can you believe Justice? What a cattywampus situation. I told you Justice was no good.

Anyway, you in for the bocce tournament this weekend?

Briar Secord

Chief Executive Officer

Jace Talent Agency, LLC

From: Sestric, Karin ksestric@jaceagency.com
Sent: Friday, June 28, 2024 1:54 PM
To: Secord, Briar bsecord@jaceagency.com
Subject: RE: HR Complaint

You're the boss. On it.

Sincerely,

Karin Sestric Director of Human Resources Jace Talent Agency, LLC

From: Secord, Briar bsecord@jaceagency.com
Sent: Friday, June 28, 2024 1:32 PM
To: Sestric, Karin ksestric@jaceagency.com
Subject: RE: HR Complaint

Karin,

Justice can get hotter than a wet hen somedays. You've only been here a few weeks, but you'll soon realize that Justice is the biggest HR liability we have. Before he left, I asked our previous HR director to look for reasons to get rid of Justice. You should do the same. Let me be clear: if we have a legitimate reason to fire Justice without violating the contract, we'll take it. So if your investigation gives us cause, you'll tell me ASAP. Sure, we'll lose some serious profit. But some headaches are just not worth it.

Briar Secord
Chief Executive Officer
Jace Talent Agency, LLC

From: Sestric, Karin ksestric@jaceagency.com
Sent: Friday, June 28, 2024 10:47 AM
To: Secord, Briar bsecord@jaceagency.com
Subject: RE: HR Complaint

Briar,

We have received a complaint regarding employee Justice Miller. The complainant alleges that Justice screamed in the complainant's face at a high volume while in the 3rd floor mail room. Pursuant to the Human Resources manual, an investigation will be made of the situation and a memo prepared for your review with my department's recommendation.

I will keep you informed as progress is made.

Sincerely,
Karin Sestric Director of Human Resources Jace Talent Agency, LLC

Curriculum Vitae of Dr. Haven St. James

Professor of Mathematics
Arkansas State University
Violette Hall, Room 232
Jonesboro, AR 72401

EDUCATION

B.S. in Mathematics May 2005

University of Central Arkansas
Summa Cum Laude

M.A. and Ph.D in Statistics May 2010

University of Arkansas

Dissertation: “Finding Order in Chaos: Looking for Patters in Biological Qualitative Variables”; successfully defended February 2010

PROFESSIONAL PROFILE

Mathematics Teacher Aug. 2010 – May 2012

Fayetteville High School
Fayetteville, Arkansas

Adjunct Professor of Mathematics Aug. 2012 – May 2015

Northwest Arkansas Community College
Bentonville, Arkansas

Professor of Mathematics Aug. 2015 – Present

Arkansas State University
State University, Arkansas

PEER-REVIEWED ARTICLES

“So Now What? Interpreting (and Misinterpreting) Statistically Significant Results From Chi Square Analyses,” Journal of Statistics, Vol. XXII (June 2016)

“Strike Three! How the Use of Metrics Can Improve a Team’s OPS,” Journal of Sports and Math, Vol. III (January 2019)

“Avoiding Bias: How Statisticians Too Frequently Make Sweeping Conclusions From Simple Tests of Independence,” Journal of the American Association of Statisticians, Vol. CXLV (November 2023)

PROFESSIONAL ORGANIZATIONS

Board Member, American Association of Statisticians
June 2018-Present

Member-at-large, American Association of Statisticians
May 2016-June 2018

Member, Midwest Association of Mathematics Professors
August 2015-Present

CIVIC ENGAGEMENT

Teacher Sponsor
Arkansas State University Moot Court Team

Member of the Board
Animal Rescue Association, Northern Arkansas Branch

Vice President
Society for the Equal Treatment of Racquetball Players

Shiloh Knight

100 Hemsath Road
Napa, California 94558
sknight@seventhinusa.com

EDUCATION

B.A. in European Literature

May 1992

University of Southern California; Los Angeles, California

- *Magna Cum Laude*
- Phi Beta Kappa
- Captain, Speech and Debate
- Member of the "Quarter-Zip Group" (campus acapella)

M.A. in Business Analytics and Marketing

May 1995

University of California-Los Angeles; Los Angeles, California

WORK HISTORY

Knight Marketing Services, LLC

June 2006-Present

Napa, California

Work as an independent marketing and industry analyst offering a variety of services to clients. Offer guidance to clients in the entertainment industry on marketing strategies for movie and television releases. Extensive experience reviewing marketing and advertising budgets. Provide insight and guidance to clients to improve marketing strategies, including commercial, print, and social media advertising campaigns.

Archer & Simpson, P.C.

Aug 1995-June 2006

Los Angeles and San Francisco, California

Managed marketing campaigns for clients in the entertainment industry. Worked with production studios to create advertising budgets and develop advertising

and marketing campaigns for movies and television shows. Worked closely with directors, producers, and studio executives to ensure that casting, writing, and plot would maximize sales and viewership. Served as public relations representative for clients to promote material. In so doing, issued press releases and spoke with members of the press to promote clients' movies and television shows.

EXPERT TESTIMONY

I have served as an expert witness in the following cases:

- *Peter Productions, Inc. v. Deposki Creative Studios, LLC* (U.S. District Court, S.D. Cal., 2016)
 - Gave expert deposition testimony in dispute between two production studios over copyright for the script of "The Best Coach."
- *Jones v. Jace Talent Agency, LLC* (U.S. District Court, C.D. Cal., 2018)
 - Gave expert deposition testimony in ADEA case alleging employer terminated employee because of age. Gave testimony demonstrating that employer had legitimate, non-discriminatory reason for termination.
- *Schute Movies, Inc. v. Llewellyn & Dryden, Inc.* (U.S. District Court, C.D. Cal., 2019)
 - Gave deposition and trial testimony in dispute in copyright dispute between two movie studios regarding marketing slogans and advertising material

Exhibit 6



Driveway

EXPERT REPORT

DR. HAVEN ST. JAMES, PH.D
Professor of Mathematics
Arkansas State University
Violette Hall, Room 232
Jonesboro, AR 72401

Null Hypothesis Population Chart

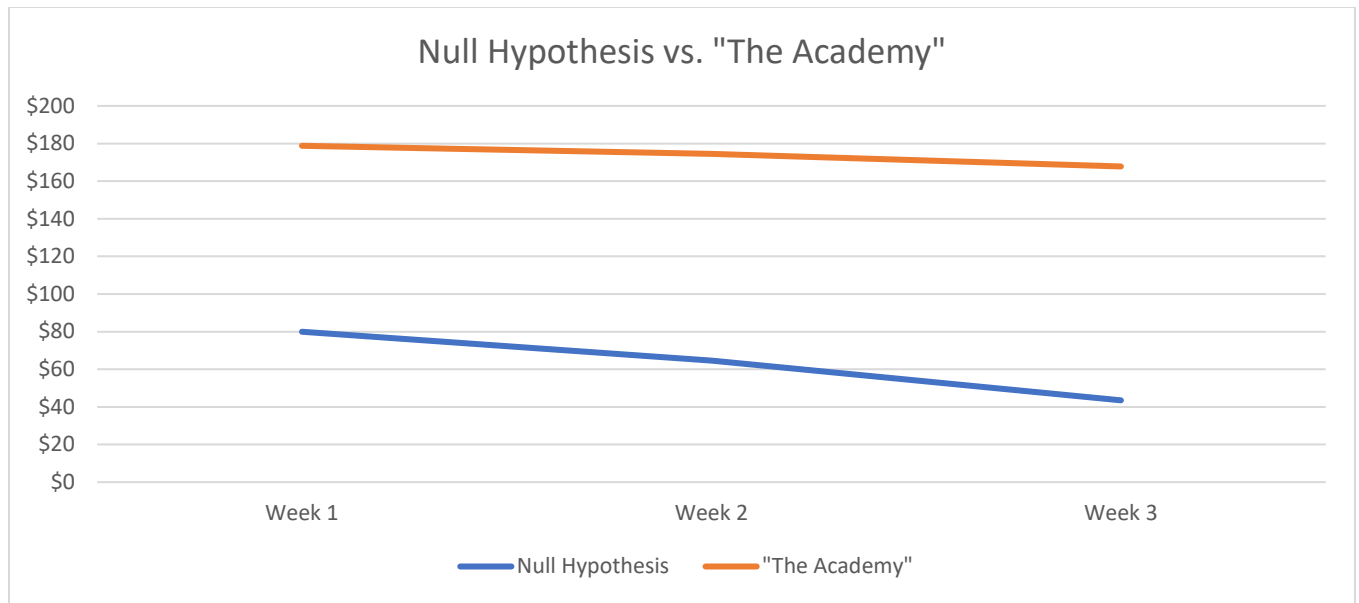
Movie Title	Adjustment for Population Growth ¹	Weeks 1, 2, and 3 Box Office Sales, Adjusted for Inflation ² (in millions USD)		
“Kate’s Song” (1987)	30.11%	\$85.6	\$64.2	\$50.2
“The Docent and the Judge” (1983)	33.59%	\$100.3	\$87.3	\$42.8
“The Boy in the Jalapeno Pants” (2002)	13.18%	\$89.8	\$78.8	\$65.4
“A Haircut for Henry” (2005)	10.48%	\$63.8	\$42.3	\$35.4
“Obsession with Cats” (2012)	4.45%	\$60.2	\$50.4	\$23.6
X-Bar (average)		\$79.94	\$64.6	\$43.48

“The Academy” Population Chart (Box Office Sales in Millions USD)

Week 1	Week 2	Week 3
\$178.8	\$174.5	\$167.8

¹ Calculated as a percent difference versus the U.S. Population in 2021

² Using U.S. Bureau of Labor Statistics Inflation Calculator



Chi Square Test for Independence:

$$\chi^2 = 6.40007$$

Degrees of Freedom: 2

p-value: 0.04076

Jace Talent Agency

Addendum A to Employee Handbook Code of Conduct

Scope

This code of conduct shall apply to all current employees of Jace Talent Agency, LLC, whether contract or at-will. The conditions set forth herein apply *at all times*, including when the employee is working within his, her, or their normal work hours; after hours, on weekends, and holidays; or when the employee is taking approved vacation or sick leave. In other words, this code of conduct applies even if the employee is not “on the clock.”

Purpose

The success of our business is dependent on the trust and confidence we earn from our employees and clients. We gain credibility by adhering to our commitments, displaying honesty and integrity and reaching company goals solely through honorable conduct. When considering any action, it is wise to ask: Will this build trust and credibility for Jace Talent Agency, LLC? Will it help create a working environment in which Jace Talent Agency, LLC, can succeed over the long term? The only way we will maximize trust and credibility is by answering “yes” to these questions and by working every day to build our trust and credibility.

* * *

7(b). **Illegal or Illicit Activity**

It is a violation of this code of conduct for any employee to engage in any activity which is a felony as defined under any state or federal law. Any employee who is determined to have violated this subsection is subject to any and all disciplinary action, as defined in Section 4.5 of the Employee Handbook, up to and including termination.

7(c). **Use of Illegal Drugs and Narcotics**

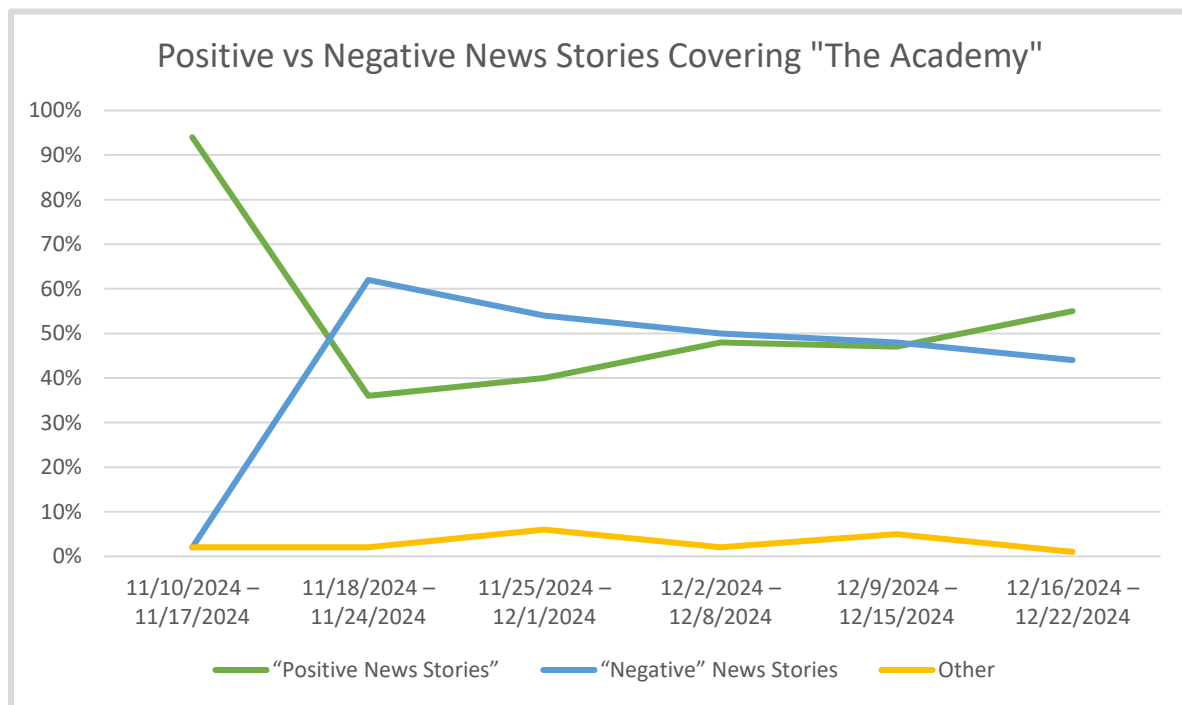
It is a violation of this code of conduct for any employee to use, consume, possess, or distribute any illegal drugs or narcotics, or any drug paraphernalia. Any employee found to be in violation of this subsection is subject to immediate termination or other discipline outlined in Section 4.5 of the Employee Handbook.

Justice Miller v. Jace Talent Agency, LLC
Case No. ARMT2026 (E.D. Ark.)

Excerpts of Report Authored by Shiloh Knight, M.A

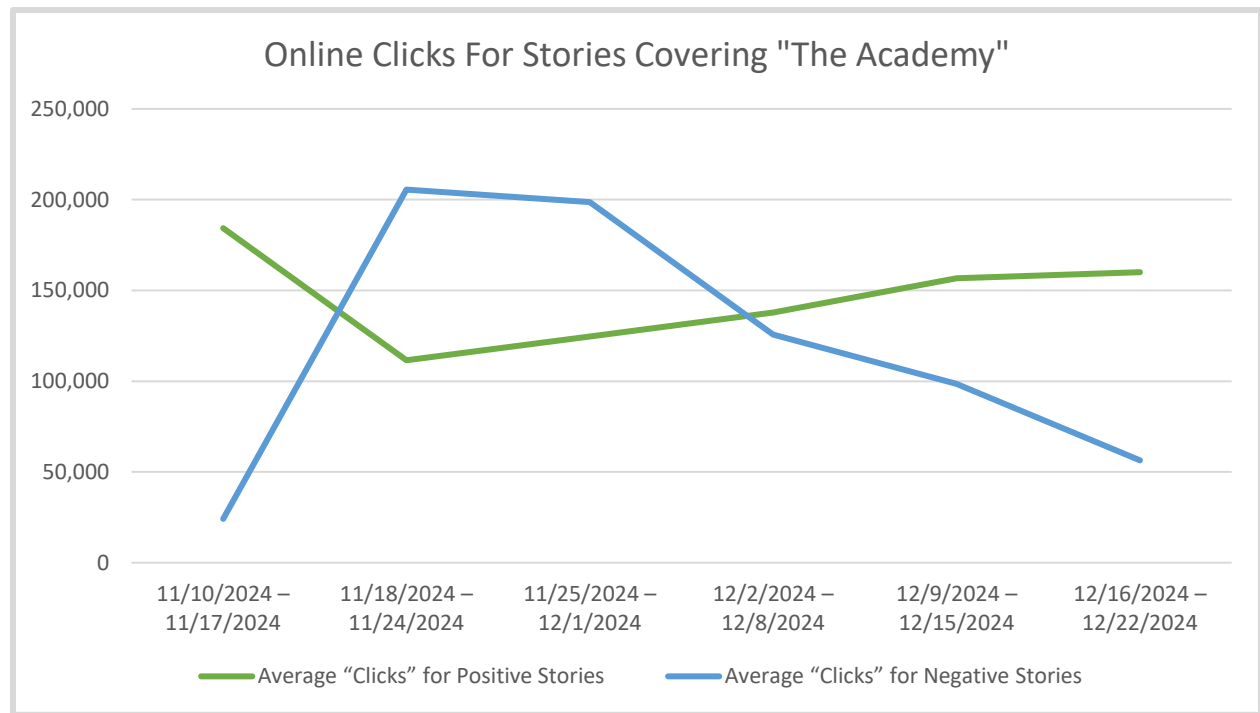
News Stories (Digital and Print) Mentioning “The Academy”

Date Range	“Positive Stories”	News	“Negative” Stories	Other
11/10/2024 – 11/17/2024	94%		2%	2%
11/18/2024 – 11/24/2024	36%		62%	2%
11/25/2024 – 12/1/2024	40%		54%	6%
12/2/2024 – 12/8/2024	48%		50%	2%
12/9/2024 – 12/15/2024	47%		48%	5%
12/16/2024 – 12/22/2024	55%		44%	1%



Digital News Outlets' Coverage of "The Academy"

Date Range	Average "Clicks" for Positive Stories	Average "Clicks" for Negative Stories
11/10/2024 – 11/17/2024	184,312	24,152
11/18/2024 – 11/24/2024	111,542	205,561
11/25/2024 – 12/1/2024	124,698	198,624
12/2/2024 – 12/8/2024	137,822	125,631
12/9/2024 – 12/15/2024	156,623	98,604
12/16/2024 – 12/22/2024	160,001	56,321



Cal. Penal Code § 242

A battery is any willful and unlawful use of force or violence upon the person of another.

Cal. Penal Code § 243(a)

A battery is punishable by a fine not exceeding two thousand dollars (\$2,000), or by imprisonment in a county jail not exceeding six months, or by both that fine and imprisonment. A conviction under this provision is a misdemeanor.

Cal. Penal Code § 243(d)

When a battery is committed against any person and serious bodily injury is inflicted on the person, the battery is punishable by imprisonment in a county jail not exceeding one year or imprisonment. A conviction under this provision is a felony.