

Three Column Format

By Dennis Kaw, *Trial Attorney, Fisher, Sweetbaum, Levin & Sands, P.C.*

Corporation One v. Corporation Two
Direct Examination of John Smith, CEO, Corporation Two

Topic	Questions	Evidentiary
Background	<ul style="list-style-type: none"> -- Name <ul style="list-style-type: none"> -- position -- role -- length -- Position with prior company (VP of Sales, Western Region) <ul style="list-style-type: none"> -- Define “region” -- “In your current position with Corporation Two, do you make any decisions with respect to termination of contracts with franchisees?” 	-- Leading: <u>Foundational</u>
Corporation Two Goal in Developing Contracts	<ul style="list-style-type: none"> -- Uniformity <ul style="list-style-type: none"> -- Why -- How (<i>Element 1 Duties</i>) <input type="checkbox"/> -- Quality Assurance <ul style="list-style-type: none"> -- Definition <ul style="list-style-type: none"> ■ Not discretionary (<u>Amaco</u> standard) -- Why -- Necessity <ul style="list-style-type: none"> -- (to ensure compliance) -- (to promote brand name) 	<p>-- Improper Opinion: FRE 701, <u>Lay Opinion</u> ([a] Rationally based (on position); [c] not based on scientific, technical, or other specialized knowledge]</p> <p>-- FRE 401,2,3: Relevant to show the basis of breach, central issue to the case. Probative value not substantially outweighed by prejudice, if any.</p>

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Conclusion	<ul style="list-style-type: none">-- Damages to Corporation Two breach (<i>Element 3 Damages</i>) <input type="checkbox"/>-- as a result of Mr. Smith's admission<ul style="list-style-type: none">-- brand name-- good will-- quantifiable-- \$534,998.64 (audit report)-- revenue report	-- Speculation – Laid Foundation, knowledge, access, read audit report, not based on guess.
Re-Direct --	<ul style="list-style-type: none">-- Standardization -- Predictability of Performance not negotiable --Contract Clause Clear	