

2016 National Pretrial Competition

Please see the below questions, submitted on October 9, which were raised by the Clarifications.

Q.

1.	The dates that the parties signed the Plea Agreement (Exhibit B) is listed as 9/15/2016 on page 2. However, on page 1, the date the Plea Agreement was stipulated and agreed to is listed as July 15, 2016. Are the dates on the document correct as written?
2.	In Clarification 15, while witnesses are bound to their deposition testimony, Charlie Wyatt and Jess Barlee have read all of the depositions. Does this mean that Charlie Wyatt may be asked about matters that are present in other depositions?
3.	In Clarification 22, an attorney is allowed to ask “any question that counsel has a good-faith basis for asking.” What is the standard for whether a question is being asked in good faith? Can a question be asked in good faith if the subject matter has not been previously addressed in the deposition testimony?
4.	In Clarification 3, it is stated that only the Indictment from the initial Competition Problem record can be referenced during the evidentiary hearing. We are concerned that the Stipulated Facts from the initial Competition Problem record cannot be used since they are facts stipulated by both parties and therefore would be considered undisputed facts in any real world proceeding. This clarification would prevent competitors from cross examining witnesses on inconsistencies between the Stipulated Facts and their testimony.

- A. After the publication of the NPTC Supplemental Evidence clarifications, an inconsistency in Exhibit B, Sebastian Swanson’s plea agreement, was brought to our attention and a revised version has been re-published to the NPTC website. The only revision is that the date the plea agreement was signed by all parties has been changed from September 15, 2016, to July 15, 2016. This was to conform the signature date with the testimony of the witnesses and the language of the plea agreement itself. If teams have already prepared their exhibits, they should not worry because judges will be instructed to treat the plea agreement as constructively signed on July 15, 2016.

Additional clarifications were submitted after the deadline and will not be addressed. Answers to the clarifications were drafted carefully and reviewed by the Competition Director prior to their publication. Teams are to use their best judgment in presenting their cases and arguments in conformity with the Competition Problem, the Supplemental Evidence, and the Rules of the Competition.