

OPENING STATEMENTS

PURPOSE

Tell the jury your client's version of the admissible evidence concisely and persuasively in a strictly factual way.

TRCP 265

Order of Proceedings on Trial by Jury

The trial of cases before a jury shall proceed in the following order unless the court should, for good cause stated in the record, otherwise direct:

(a) The party upon whom rests the burden of proof on the whole case shall state to the jury briefly the nature of his claim or defense and what said party expects to prove and the relief sought. Immediately thereafter, the adverse party may make a similar statement, and intervenors and other parties will be accorded similar rights in the order determined by the court.

WHAT AN EFFECTIVE OPENING LOOKS LIKE.

(Continued)

Start with a “hook”.

What is a hook and does it work?

The Hook

“Brands” Your Case



Fly the Friendly Skies



i'm lovin' it



Have It Your Way



You're in good hands.



JUST DO IT





L'ORÉAL PARIS

Because you're worth it.



“All the News That’s Fit to Print”
1897



WHAT AN EFFECTIVE OPENING LOOKS LIKE.

(Continued)

- Start strong.
- Organize story in a memorable way.
- Use facts only. (Test with, but do not say, “the evidence will show...”).

WHAT AN EFFECTIVE OPENING LOOKS LIKE.

(Continued)

- Use exhibits after getting Court's permission.
- Address weaknesses in middle of case.
- Near end, tell jury what to do (only exception to "facts only").
- End strong with theme.

DO'S

- Rehearse your opening.
- Memorize beginning and end.
- Maintain eye contact.
- Use impact words and phrases.
- Use everyday language.
- Move with a purpose.
- Use gestures for emphasis.

DO'S

- Be dramatic where appropriate (use tone, inflection, pace).
- Use effective pauses.
- Be creative with presentation (Example: Use present tense).
- Fit witness testimony and exhibits into story logically.
- Repeat theme, especially at end.
- Listen to other side's opening.

DO NOT'S

- Do not read your opening.
- Do not tell personal stories.
- Do not state your personal opinions.
- Do not discuss law.
- Do not discuss burden of proof.
- Do not discuss jury charge.
- Do not talk about anything that will not be admitted into evidence.

DO NOT'S

- Do not violate motion in limine.
- Do not over-promise.
- Do not focus too much on other side's case.
- Do not argue.
- Do not pace.
- Do not use distracting gestures.
- DO NOT READ YOUR OPENING.

USE EXHIBITS!

Which is more persuasive?

“The Flinders building is four stories and is made of brick and wood. It has many windows that can provide good ventilation.”

OR



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Which is more persuasive?

“The Flinders building was totally destroyed by the fire.”

OR



Which is more persuasive?

“Flinders had a fire insurance policy which increased the coverage several times over the years.”

OR

MISMO FIRE INSURANCE POLICY

THE MISMO FIRE INSURANCE COMPANY

FIRE INSURANCE POLICY No. 951946

AGREEMENT between the Mismo Fire Insurance Company (hereinafter the "Company") and the Flinders Aluminum Fabrication Corporation (hereinafter the "Insured").

The policy is to take effect January 1, 2014.

FACE AMOUNT: \$5,000,000

INSURED PREMISES: The plant and property of the insured located at 187 River Road, Nita City, Nita 57816

ENDORSEMENTS:

Face amount: Increased to \$7,125,000, January 1, 2019.

Face amount: Increased to \$10,000,000, October 1, 2023.

[The standard fire insurance policy is omitted. Clause 9 of that policy states as follows:]

9. ARSON: The Company shall not be liable for loss caused by or resulting from arson where the same was occasioned by the deliberate acts of the insured or any agents thereof.

Which is more persuasive?

“Flinders’ insurance policy with Mismo excludes coverage if the fire is caused by arson resulting from the deliberate acts of the insured or its agents.”

OR

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THE MISMO FIRE INSURANCE COMPANY

FIRE INSURANCE POLICY

No. 951946

AGREEMENT between the Mismo Fire Insurance Company (hereinafter the “Company”) and the Flinders Aluminum Fabrication Corporation (hereinafter the “Insured.”).

The policy is to take effect January 1, 2002.

FACE AMOUNT: \$835,000.

INSURED PREMISES: The plant and property of the insured located at 187 River Road, Nita City, Nita 99997

ENDORSEMENTS:

Face amount: Increased to \$1,125,000, January 1, 2007.

Face amount: Increased to \$1,667,000, October 1, 2011.

[The standard fire insurance policy is omitted. Clause 9 of that policy states as follows:]

9. ARSON: The Company shall not be liable for loss caused by or resulting from arson where

9. ARSON: The Company shall not be liable for loss caused by or resulting from arson where the same was occasioned by the deliberate acts of the insured or any agents thereof.

Opening Demo

The Tortoise and The Hare





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Allergy Medication Label

Patient: Tortoise

Date Filed: May 1, 2020

Time Filed: 8:30 a.m.

of Tablets: 30

Allergy Medication Label

Dosage: Do not exceed one tablet daily in the evening with food.

Warning of Side Effects: Even recommended dosage may cause dizziness, lightheadedness and extreme drowsiness.

YouTube: Search “Loooooooooser!”

