

NOTICE:

- 1 This tryout packet was assembled for the sole purpose of providing aspiring USC Mock Trial
- 2 Team Members with a dynamic tryout opportunity. The characters are intentionally edgy and
- 3 eccentric for that reason.

- 4 Nothing is to be inferred, interpreted, or gleaned from the extremities these characters
- 5 traverse or the issues their affidavits encompass. These materials are not intended to
- 6 communicate or advance any member (coaches & students, alike) of the Team's political,
- 7 religious, or socio-economic beliefs. Please prepare carefully and completely. Good luck!

Tryout Instructions

1 Part 1: Speech

2 Deliver a three to five-minute monologue from the perspective of Alex Valdez. Give Alex a
3 backstory, a passion, and the story of Alex's current predicament. Make us want to help
4 Alex. Details about who Alex is need not be listed in the attached materials, but they must be
5 compelling. A good speech is one that portrays your character as sympathetic, where we can
6 understand and empathize with their motives even if we may disagree with their actions.

7 Part 2: Cross Examination

8 Bill Moore is trying to sue Alex for refusing to pay rent on time. Deliver a three to five-
9 minute cross-examination of Bill Moore, the landlord. Witnesses will be provided.

10 Part 3: Witness Portrayal

11 You will portray Terry Valdez, Alex's parent. Terry Valdez can be a male or a female. For
12 three to five minutes, you will be asked questions about who you are, your likes, your
13 dislikes, and what you know about the dispute between Alex and Bill Moore. Be prepared to
14 answer these questions in character. We are looking for likeability and believability in this
15 character portrayal. Costumes are encouraged.

16 When performing these exercises, please exhibit the most skill you can muster. We are
17 looking for poise, intensity, oral dynamics and mental acuity, *especially as communicated*
18 *through this medium*. Remember, first impressions last longest.

AFFIDAVIT OF TERRY VALDEZ

1 After being duly sworn upon oath, Terry Valdez hereby states as follows: I am over
2 18 and competent to make this affidavit. I am testifying voluntarily and was not subpoenaed
3 or compelled to testify.

4 My name is Terry Valdez and I am the mother of the defendant in today's case, Alex
5 Valdez. I've been retired now for five years and I live with my child now because I couldn't
6 take care of my home alone anymore.

7 I was born and raised in Appleton, Wisconsin in 1950. I grew up working on my
8 father's dairy farm every morning starting from the time I was 8 years old. I rose every
9 morning with the sun and the sounds of the roosters crowing. Life on the farm was simple,
10 but it was good. When I became a teenager, I started wishing for more. I started going out
11 more with the kids from school and eventually stopped working on the farm all together.

12 Before I had even finished high school, I had met the love of my life. My partner told me
13 that my partner was going to the University of Wisconsin--Madison on a football
14 scholarship, so I decided to follow my partner there. I was the first in my family to go to the
15 University of Wisconsin--Madison or college at all for that matter. I ended up majoring in
16 Human Resources Management.

17 Shortly after we graduated, we ended up getting married and decided to start a family. We
18 only had one child, but what a blessing it was. Being a parent was the best thing that has ever
19 happened to me. I would do anything for my child.

20 I ended up finding my love for farming again through my partner and snagged a job
21 working at John Deere thanks to one of my father's connections a few years after Alex was

1 born. I worked in HR for John Deere for forty years before my retirement. This generation
2 just doesn't have that kind of work ethic or commitment anymore.

3 We decided to move to Midlands around Alex's fifth birthday. We decided that the hustle
4 and bustle of the growing city life in Appleton was not what we wanted. Midlands was great!
5 It was the quiet, tranquil place that Appleton once was.

6 When we moved to Appleton, I started having issues with my breathing. I would be
7 gasping for air if I ran after our child or we were playing outside for too long. I could barely
8 walk up the stairs without having to catch my breath. I would even wake up in the middle of
9 the night some nights wheezing for air. While I'll admit I wasn't in great shape, it concerned
10 me. I went to the doctor and found out that I had asthma.

11 Ever since then I would always be sure to keep my inhaler near me. A handful of times
12 since my diagnosis I have had severe asthma attacks and ended up in the doctor's office. My
13 symptoms are usually worse in the spring and summer when they can be triggered by the
14 pollen in the air. This is part of the reason that I have been very serious about quarantining
15 during the COVID-19 outbreak this summer.

16 I currently live with Alex in Los Angeles because about ten years ago, my partner
17 tragically died in a car accident. Alex is the only person I have left and living on my own was
18 becoming a hassle. Alex rents a house here in Los Angeles and I often do the cooking and
19 cleaning while Alex is at work.

20 However, when the stay at home order went into effect Alex began to work from home.
21 My severe asthma condition made it so that I had to be especially cautious because COVID-
22 19 attacks the respiratory system. I no longer went to the grocery store. I could not go to any
23 of my classes at the community center. I was home all day, every day.

1 Soon, we found out that Alex was going to be furloughed for several weeks during the
2 stay at home order. Alex began to worry about how we would cover the bills. Thankfully, the
3 governor released a statement saying that tenants could not be evicted for failing to pay their
4 rent during the pandemic. Alex began to utilize the relief measures put in place and not pay
5 rent so that we could afford my medication.

6 The landlord would constantly be calling and asking when Alex would be paying the rent
7 and pressuring to send payments in as soon as possible. The landlord even came to the house
8 on one occasion and began yelling, without a mask on, about paying the rent. It was very
9 troubling to me that the landlord was willing to put my safety in danger so that he could get
10 his paycheck.

11 I am familiar with the following exhibits: Exhibits 1 and 2 are accurate pictures of the Los
12 Angeles County Statements about the Eviction Protection.

13 I swear or affirm the truthfulness of everything stated in this affidavit. Before giving this
14 statement, I was told I should include everything that I know may be relevant to my
15 testimony, and I followed those instructions. I know that I can and must update this affidavit
16 if anything new occurs to me until the moment before opening statements begin in this case.

Terry Valdez

Terry Valdez

Date: August 13, 2020

AFFIDAVIT OF BILL MOORE

1 After being duly sworn upon oath, Bill More hereby states as follows: I am over 18
2 and competent to make this affidavit. I am testifying voluntarily and was not subpoenaed or
3 compelled to testify.

4 I'm a landlord for a few apartment buildings in the Los Angeles and Orange County
5 area. I graduated from UCLA with a major in economics and a minor in real estate
6 development. And it only took me seven years! But after I graduated, I was in considerable
7 debt. Thankfully, some wise investments (and some generous family loans) allowed me to
8 acquire my first set of apartments in Santa Ana. It wasn't easy, but I worked my way to
9 where I am now, 10 years later.

10 Alex is one of my tenants who moved into one of my apartments in Los Angeles back
11 in 2015. Alex has been a good enough tenant, decent person. I never got any noise
12 complaints or anything about Alex or Alex's family, and the rent was always paid on time...
13 until recently. When the pandemic started shutting down businesses, I knew I was going to
14 be in for a rough time. I sent out notices to my tenants that they still needed to pay rent
15 unless they could provide documentation of job loss due to COVID-19. For people who sent
16 me documentation of job loss, I cut the upfront costs of rent by half so long as they paid the
17 other half over the next six months, with interest. For the most part, everyone obliged, except
18 for Alex.

19 Alex paid rent for the month of March and April. But then June 1st came around, and
20 I got no check. I called, and Alex told me that Alex is out of a job due to COVID-19,
21 wouldn't be able to afford rent for June, and was "deferring it" and would pay it within 12
22 months. I get it, times are hard, so I gave the standard spiel about needing documentation and

1 paying the rest of the rent with interest later. Alex didn't give me any documents to back it
2 up. No letters from an employer, no doctor's note, nothing. Look, I get that this COVID
3 situation is hard. I haven't been able to live my life to the fullest, either. But no
4 documentation? That's really suspicious.

5 I called Alex a few days later to request that at least a portion of the rent be paid for
6 the time being, but Alex refused! So I started tacking on late fees to the month of unpaid rent.
7 Alex refused to pay those, too!

8 On June 12, I visited Alex's apartment for a standard inspection and to talk about the
9 rent situation. Terry answered the door - a lovely person, I'm sure - who told me that Alex
10 was trying to take care of everything but it was hard due to Terry's asthma. Then Alex came
11 and started screaming at me for not wearing a mask. I don't know what the problem was;
12 everyone else in the apartment was wearing a mask, so they'd be fine. I admit that I got
13 angry. I started shouting back that Alex needed to stop being lazy and pay the rent like
14 everyone else. Alex slammed the door on my face. I would have called the police, but I saw
15 what they did to those protestors on the news. I don't want to find out how a rubber bullet
16 tastes.

17 July 1st came around, and Alex gave me a call saying I wouldn't be getting rent this
18 month. I asked if Alex was even trying to find work, to which I got no response. I warned
19 Alex that if the rent wasn't paid at least in part, I would start charging interest on the deferred
20 rent. It's not like deferring rent just makes my mortgage go away. I mean sure, I have enough
21 money saved up to cover it for a few more months, but that's cutting it close. I would have to
22 sell one of my cars if this keeps up.

1 On July 31st, I sent Alex a text reminder about paying the rent for August. Once
2 again, Alex refused. Once again, I was sent no documentation. Once again, I got no check.
3 Look, I've tried compromising. I've tried temporarily reducing the rent. I've tried meeting
4 Alex halfway. But this is just unacceptable. I believe the LA Eviction guidelines say that
5 your tenant is supposed to provide notice that they can't pay rent, but I never got any written
6 notice nor any documentation to back up that notice. And Alex never even attempted to pay a
7 portion of the rent upfront. I know a lot of landlords are looking for tenants right now, what
8 with college students staying at home instead of living near campus. I think Alex ought to
9 live in one of those apartments, because my apartments are only for people who can afford
10 them.

11 I am familiar with the following exhibits: Exhibits 1 and 2 are accurate pictures of the
12 Los Angeles County Statements about the Eviction Protection. Exhibit 3 is a screenshot of
13 the text messages between Alex and I regarding August's rent.

14 I swear or affirm the truthfulness of everything stated in this affidavit. Before giving this
15 statement, I was told I should include everything that I know may be relevant to my
16 testimony, and I followed those instructions. I know that I can and must update this affidavit
17 if anything new occurs to me until the moment before opening statements begin in this case.

Billiam More

Billiam More

Date: August 13, 2020



County of Los Angeles Temporary Eviction Moratorium



Exhibit 1

What is the County's eviction moratorium?

The [Los Angeles County Temporary Eviction Moratorium](#), effective March 4, 2020 to September 30, 2020, implements a Countywide ban on evictions for residential and commercial tenants, including mobile home space renters. During the moratorium, tenants may not be evicted for COVID 19 related non-payment of rent, as well as no fault reasons, nuisance, unauthorized occupants, or pets, if related to COVID-19. The moratorium may be extended by the LA County Board of Supervisors on a month-to-month basis.

What protections does the moratorium include?

- Prohibits evictions for:
 - Nonpayment of rent due to a COVID-19 related reason;
 - No-fault reasons under the County Code; and
 - COVID-19 related violations due to unauthorized occupants, pets, or nuisance.
- Prohibits rent increases for:
 - Rent-stabilized rental units in unincorporated Los Angeles County subject to [Chapter 8.52](#) of the Los Angeles County Code; and
 - Mobilehome spaces subject to [Chapter 8.57](#) of the Los Angeles County Code.
- Prohibits imposing new pass-throughs or charging late fees, interest, and any related charges for unpaid rent accrued during the Moratorium Period.

Does this mean tenants don't need to pay their rent?

No, this moratorium is not a waiver of rent. Residential tenants and commercial tenants with nine (9) or fewer employees will have up to 12 months following the end of the Moratorium Period to repay any past due payments. Commercial tenants with 10 but less than 100 employees will have up to six (6) months following the end of the moratorium to pay back any past due rent in equal payments unless you have made prior arrangements with the property owner.

What responsibilities do tenants and landlords have as it pertains to the moratorium?

- Tenants are responsible to provide notice to their landlord if they are unable to pay rent.
- Landlords must accept a tenant's self-certification as a valid form of notice.
- Landlords should not harass or intimidate tenants that exercise their rights under the moratorium.
- Tenants and landlords are encouraged to work out a payment plan during and after the moratorium.

When should a tenant notify their landlord that they are unable to pay rent?

Tenants must notify their landlord, through a self-certification, within 7 days after rent is due, unless extenuating circumstances exist. Tenants are encouraged to deliver notice to their landlord in writing. If they are able to do so, tenants are encouraged to pay partial rent during the moratorium.

Who do these protections apply to?

These protections apply to residential, commercial, and mobilehome space renters in Los Angeles County, unless they are located in a jurisdiction that has enacted its own moratorium. **NOTE: These protections do not apply to commercial renters that are multi-national, are publicly traded, or have more than 100 employees.**

What if my city has its own eviction moratorium?

If your city has its own moratorium, the County's rules do not apply. Please visit rent.lacounty.gov for a list of moratoria in Los Angeles County.

What if my landlord still tries to evict me?

Tenants are not required to move until a Sheriff has served a Notice to Vacate, which will not occur until the [Governor Newsom's Executive Order](#) has been lifted. The [Judicial Council Emergency Ruling](#), dated April 6, 2020, postpones any set hearings for at least 60 days and prevents courts from accepting any eviction cases until 90 days after the State of Emergency is lifted. Call DCBA for more information.

If you still have questions or need assistance, contact us:

- Phone: (833) 223-7368
- Online: rent.lacounty.gov
- Email: rent@dcba.lacounty.gov
- Direct messaging: @LACountyDCBA on [Twitter](#), [Facebook](#), and [Instagram](#)

LA COUNTY EVICTION MORATORIUM TENANT BILL OF RIGHTS



Exhibit 2

LA County Board of Supervisors enacted a temporary eviction moratorium for LA County. These protections went into effect March 4, 2020 and will continue until September 30, 2020, and may be extended upon review of the Board on a month-to-month basis. As a residential or commercial tenant in LA County, you have the following rights:

THE RIGHT TO DELAY PAYING YOUR RENT IF YOU HAVE BEEN FINANCIALLY IMPACTED BY COVID-19 OR PAY PARTIAL RENT, WITHOUT FEAR OF BEING EVICTED



THE RIGHT TO A 12-MONTH DEFERMENT PERIOD AFTER THE MORATORIUM ENDS TO PAY BACK ANY RENT OWED Tenants are required to pay any current rent due once the moratorium ends. **NOTE:** commercial tenants with 10 or more employees will have six (6) months to pay back any unpaid rent in equal payments, unless other agreements were made with the property owner.

THE RIGHT TO NOT BE CHARGED LATE FEES OR INTEREST ON UNPAID RENT DURING THE MORATORIUM PERIOD

Landlords are prohibited from charging late fees and interest for any rent unpaid during the moratorium period OR evict for nonpayment of these charges after the moratorium period ends.



THE RIGHT TO PROVIDE A SELF-CERTIFICATION TO YOUR LANDLORD AS PROOF OF YOUR INABILITY TO PAY RENT DUE TO COVID-19

Landlords are required to accept a self-certification. Your notice does not need to be in writing, however, DCBA recommends you do so and retain a copy for your records. **NOTE:** Commercial tenants with more than 9 employees must also provide written documentation to support their claim.

THE RIGHT TO NO RENT INCREASES DURING THE MORATORIUM PERIOD

if you live in unincorporated Los Angeles County and are subject to the Rent Stabilization Ordinance or Mobilehome Rent Stabilization Ordinance, you are protected from rent increases during the moratorium period.



THE RIGHT TO BE FREE FROM HARASSMENT OR RETALIATION for exercising your rights as a tenant, regardless of your immigration status.

THE RIGHT TO ASSISTANCE if you believe that your rights have been violated, you can contact DCBA.



IF YOU HAVE ADDITIONAL QUESTIONS CONTACT US AT:

(833) 223-7368 or by email at rent@dcba.lacounty.gov

Message us @LACountyDCBA on Twitter, Facebook, and Instagram

LEARN MORE AT RENT.LACOUNTY.GOV

