

**Current Issues in Litigation:
Federal and State Courts
In the United States.**

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www.erichviethattorney.com



In the Middle of the US



St. Louis is famous for the “Gateway Arch”
and the “Old Courthouse”

The Arch is almost 200 Meters Tall. It is made of Steel

The famous **Dred Scott** trial occurred at the Old Courthouse
in 1857: Mr. Scott was declared to be “personal property.”

Presentations This Week

About One Hour Long

30 Minutes More for Questions and
Discussion

Please: Raise your hand if I use an
important word you don't know

My Experience

1981-1986 and 1990-2004): Litigation and appellate lawyer at St. Louis insurance defense firms (Evans and Dixon and Holtkamp, Liese, Childress and Schultz).

1986 - 1990: Missouri Attorney General - Prosecuted Consumer Fraud for the State of Missouri

2004 to 2013: Consumer Law/Class Action Department of the Simon Law Firm in St. Louis.

2013 to 2017: Law Partner with the Missouri law firm of Campbell Law LLC

2018 - ? : Solo Practice: Erich Vieth - Attorney at Law

The type of work I do

See my website “About” Page

<http://www.erichviethattorney.com/about/>

I am in Private Practice

I am a Trial Lawyer

I work in Federal and State Courts

I try cases to Judges and Juries.

I write Appellate Briefs

I present cases to Appellate Courts.

My Law Firm Keeps getting smaller!

- I don't need a big law firm any more.
- This allows me to keep my expenses Low.



I can work almost anywhere

Sometimes I work in my pajamas!

Important equipment:

Laptop computer

Extra Computer monitors

Cell Phone

Scanner to turn ALL paper into pdfs

Shredder

Software I Use

Adobe Acrobat

MS Word

Gmail for Email and Calendar

Cloud sync (Google Drive, Dropbox)

Time and Billing Software

Backup Software (VERY IMPORTANT)

Desktop Search Software (Boolean)

Web Fax service

Legal Research Software (Westlaw or Lexis)

(Almost no paper books!)

Photoshop, Lightroom and Final Cut

Keynote or Powerpoint (to make presentations like this)



My office is a shared space

- It is called “CIC.”
- I pay \$200/month.
- They accept my mail.
- They provide meeting space.
- Sometimes I share one workspace room with others.

Two days each week

I work for a charity: “Arch City Defenders.”

- **It is a charity with 10 lawyers.**
- **Donations pay for the lawyers.**
- **We help poor people.**

- **Some Cities and Businesses treat poor people unfairly**
- **Sometimes, police unfairly arrest poor people**
- **and put them in jail.**
- **Sometimes, police beat poor people and even shoot them.**
- **Most poor people cannot afford to pay a lawyer.**
- **We can sometimes help them.**



Courthouse in St. Louis

This is a courthouse where I often work



Look at the top of the Courthouse

**The design was inspired by
replica of the tomb of King Mausolus built in 352 B.C. at Halicarnassus
(Bodrum, Turkey) for Mausolus, a satrap.**



Replica of the tomb is at Miniaturk, a miniatures park on the north-eastern shore of Golden Horn in Istanbul.

Would you like a copy of
my Presentations?

I will provide a URL so you can download them.

I am here to Learn too

I want to learn more about Attorneys in Turkey

Some Differences between US and Turkey

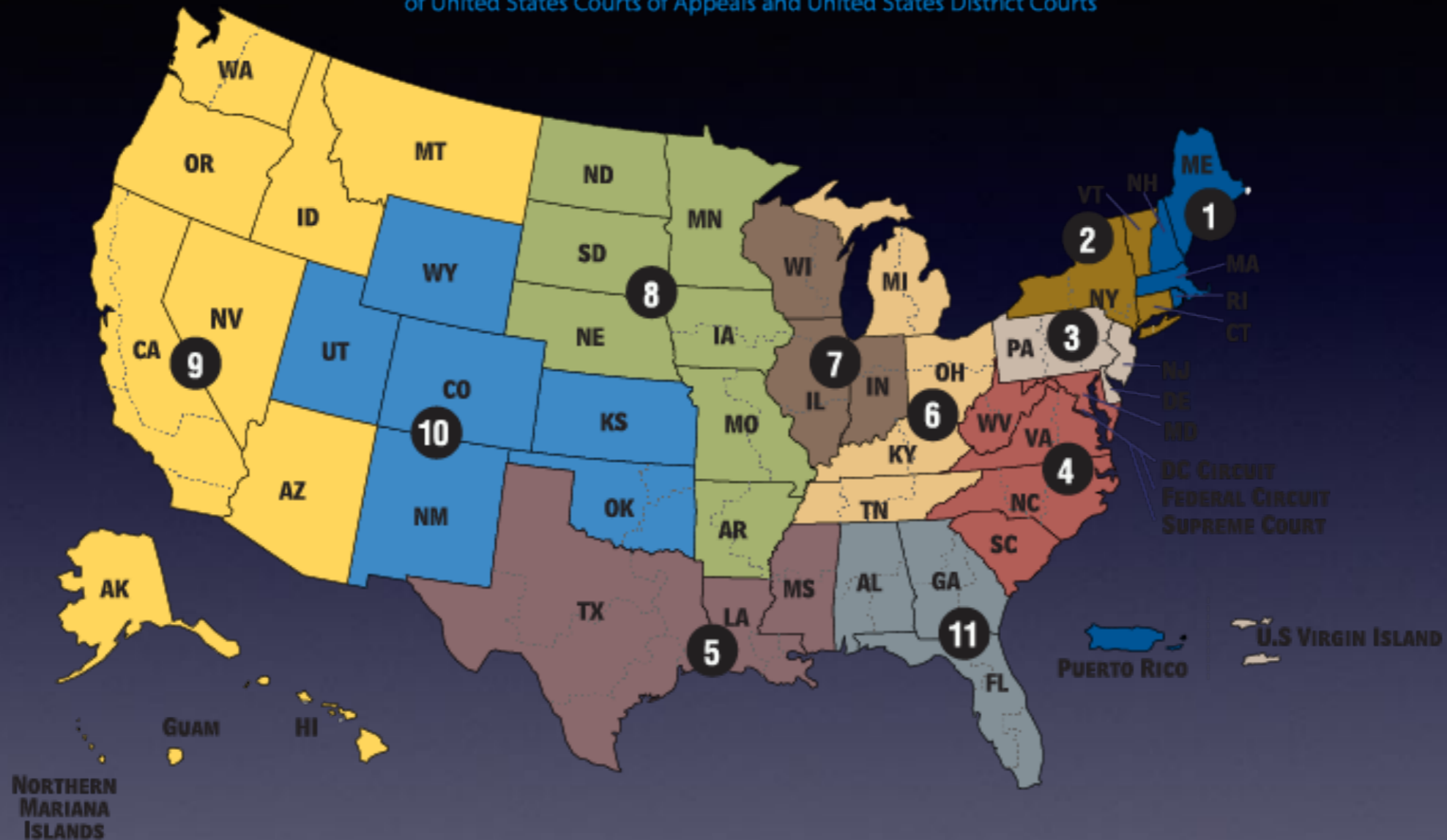
- **We use “discovery” (encourages settlements).**
- **Our trials are often decided by a jury.**
- **Our jury trials can have drama/theatrics.**
- **Some judges allow emotional presentations.**
- **Trials occur over consecutive days**
- **We allow more attorney Advertising**



Each State has its own sets of laws and types of courts.

Geographic Boundaries

of United States Courts of Appeals and United States District Courts



There are many federal courts too.



What is the correct court?

Federal versus state “jurisdiction”?

Sometimes it's easy and sometimes complicated.

The place to start is the United States Constitution

The Federal Government has specified powers and the states have others.

The State Courts

The Federal Courts

The Missouri Supreme Court

- Reviews the decisions of the state trial and appellate courts

The U.S. Supreme Court

- Reviews the decisions of the federal and state trial and appellate courts

Missouri Courts of Appeals

- 3 Appellate Districts
- Review the decisions of the state trial courts

U.S. Courts of Appeals

- 13 Appellate Circuits
- Review the decisions of the federal district courts

Missouri Circuit Courts

- 45 Judicial Circuits
- Trial courts that hear civil and criminal cases
- Specialized courts include family and juvenile

U.S. District Courts

- 94 Judicial Districts
- Trial courts that hear civil and criminal cases
- Specialized courts include bankruptcy, international trade, and federal claims

Court Hierarchies:
State (Missouri) and Federal

Each of these courts relies on
TWO types of law:

Statutory Law (created by Legislature)

and

Common Law (created by the Courts)

21. Dispute Resolution/Arbitration. Resolving customer concerns where reasonably possible to do so is important to us. If your concern has not been resolved, you may contact the Well Resolution Center at (860) 650-4366. If we cannot agree on a resolution, then any dispute must be resolved by us set forth below:

a. Any dispute, claim, suit, demand or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate (the "Dispute"), shall be determined exclusively and finally by arbitration. Arbitration is a process whereby a dispute is submitted to an arbitrator, for a final and binding determination, known as an award. The arbitrator is an individual, similar to a judge, who reviews and weighs evidence provided by both parties, and renders an award enforceable in court. Decisions by an arbitrator are as enforceable as any court order and are subject to very limited review by a court. By agreeing to mandatory and binding arbitration, the Parties agree to waive their right to go to court to enforce or defend their rights, and to waive the Parties' right to a jury trial and to litigate claims on a class-wide or class-action basis. The parties' rights will be determined by a neutral arbitrator. The term "Purchaser", as used in this Paragraph 21 includes all of Purchaser's guests or invitees. It is intended that the Parties' agreement to arbitrate be broad and comprehensive and include, without limitation, any Dispute arising out of or related to the purchase and/or use of Purchaser's Ownership, Purchaser's use of Seller's properties, and/or Purchaser's participation in any activities/events sponsored, organized, or made available by Seller or its affiliates. Notwithstanding the foregoing, this arbitration clause does not apply to any dispute regarding the Note if you financed the purchase of your timeshare. Disputes regarding the Note are subject to the dispute resolution provisions in the Note. The Parties unequivocally agree that all other disputes shall be arbitrable pursuant to the terms of this Agreement.

b. The arbitration shall be administered by Judicial Arbitration and Mediation Service ("JAMS"), unless otherwise agreed by the parties in writing. The arbitration shall be held in San Diego County unless another location has been agreed to by the Parties in writing. The Parties shall appear at the arbitration in person, via telephone or video conference (if available). The arbitration shall be held before a single arbitrator and shall be conducted pursuant to this Agreement, the Federal Arbitration Act (9 U.S.C. § 1 et. seq.), and JAMS Streamlined Rules and Procedures. In the event of any conflict between the JAMS Streamlined Rules and Procedures and this Agreement, the provisions of this Agreement shall be controlling. The arbitrator shall resolve the Dispute as quickly as possible, within one hundred eighty (180) calendar days from the commencement date where reasonably possible. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class-action basis. The arbitrator shall

be entitled to award any damages provided for under applicable law and the arbitrator shall apply and follow governing substantive law in making an award. The arbitrator shall issue a written decision on the merits.

c. The arbitrator shall have sole authority to determine the scope of the arbitration provision in this paragraph. In the event that a Dispute involves both issues that are subject to arbitration and issues that are not subject to arbitration, the Parties unequivocally agree that any legal proceeding regarding the issues not subject to arbitration shall be stayed pending resolution of the issues subject to arbitration. Should either Party bring a Dispute involving issues subject to arbitration in a forum other than arbitration, the court or the arbitrator shall have the authority to award reasonable costs, fees and expenses, including reasonable attorneys' fees, incurred by the other party.

Arbitration Is More Common

Pre-dispute, binding, mandatory Arbitration is now favored by U.S. Federal Courts.

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We will discuss many
types of lawsuits
tomorrow!

The Importance of Having an Attorney

**Governments and Businesses have big advantages.
They can afford some of the best attorneys.**

People can try to represent themselves in Lawsuits.

**Understanding the Law is usually too difficult without
attorneys.**

Making sure that people have attorneys is very important.

It is important to have a fair chance, an “even playing field.”

Many people need attorneys but cannot afford one.

It is an honor to be an attorney and to help people.