

Design and Typography for Legal Briefs

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Attorneys are . . .

the biggest publishing industry in
the United States!

**Lackluster typography too often detracts
from our legal documents.**

We get used to sub-optimal things.



Professional

Sign's

& Lettering

Path Dependence

Path Dependence





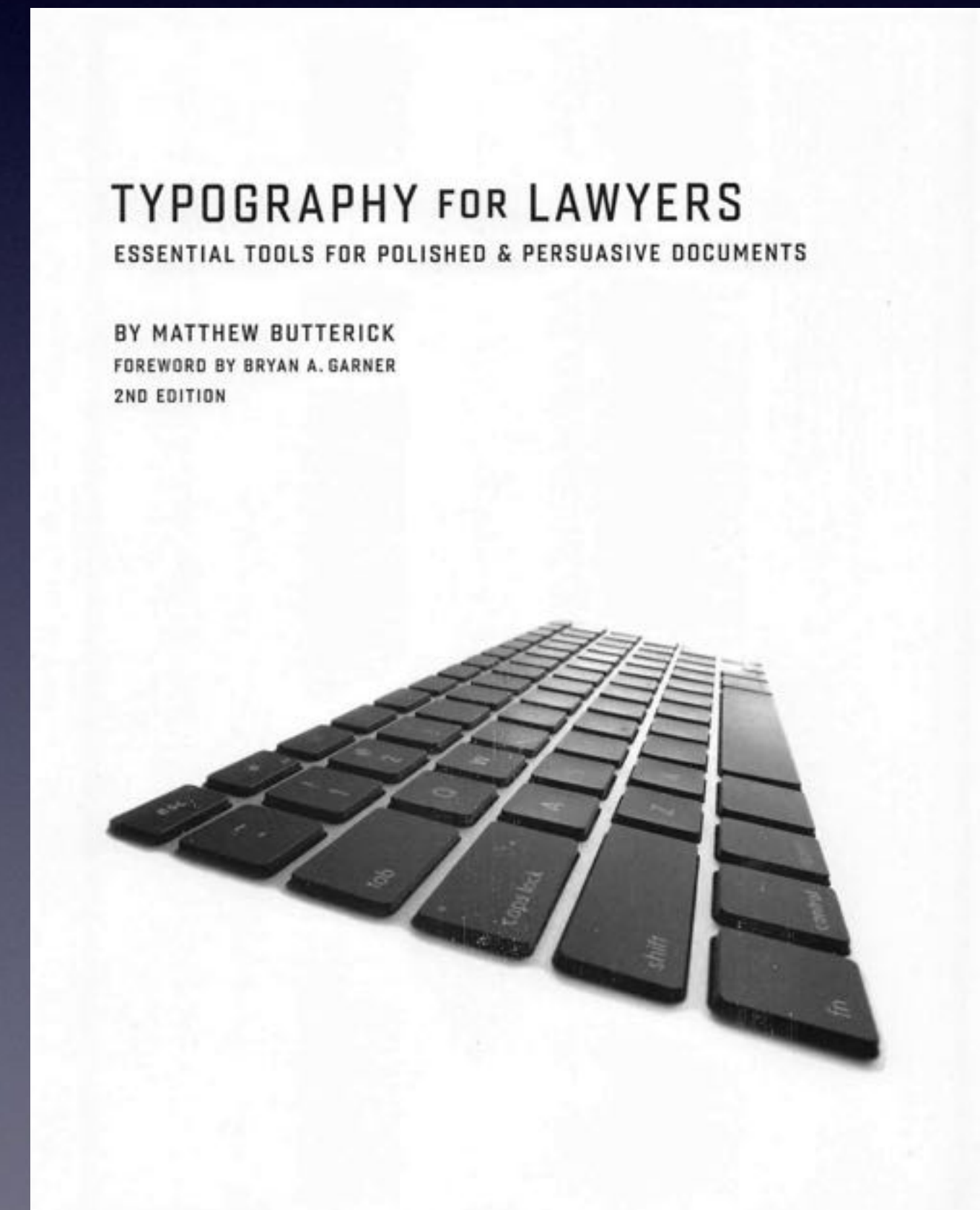
Typography for Lawyers (2015)

by Matthew Butterick

It's Free!

<https://typographyforlawyers.com/>

Also available Online (e.g., Amazon)



Typography for Lawyers

“The Jury is Out,”

Podcast Episode #403

Produced by the Simon Law Firm

<https://simonlawpc.com/podcasts/the-jury-is-out/ep403-typography-for-lawyers/>



**EP403 –
Typography for
Lawyers**

EP403 – Typography for Lawyers Are you creating self-defeating typography by using underlines, caps, and...

October 26, 2022  0

“Typography”

Typography is the visual component of the written word.

Is typography an art? That's like asking if photography is an art. Some photographers and typographers use techniques that raise their work to the level of art. But at their core, both photography and typography have a utilitarian function. The aesthetic component is separate. Being an effective typographer is more about good skills than good taste. And you can learn the skills

Font v Typeface

Historically, Typeface referred to the overall family (e.g., Baskerville)

Font referred to a specific instance of the family (e.g., 10-point Baskerville bold italic).

Today's Challenge:

Look closely at documents you create.

Does your typography invite people to
pick up your documents
to read them?

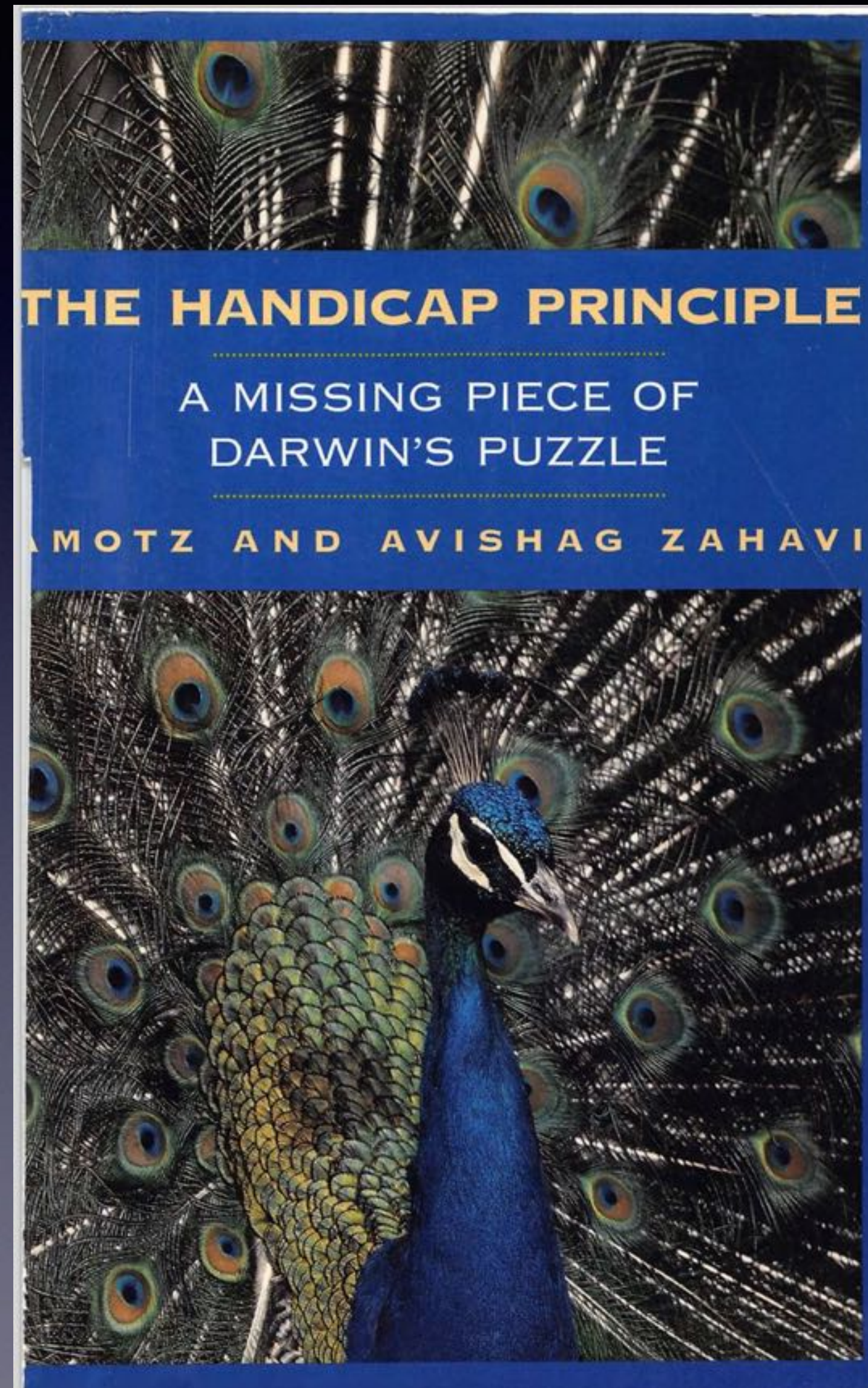
Three Reasons for Upping your typography game:

- **Easier Navigation for judges.**
- **Makes others want to read what you wrote**
- **Professional Look is Easier on the Eyes**
 - = Signals your seriousness**
 - = Enhances credibility (???)**

**We work hard to make sure
lots of things appear “right.”**



Expensive Signaling



PERRY MASON



Letterhead



20 S. Sarah Street
Saint Louis, Missouri 63108
Tel: 314-604-3454
Fax: 314-310-1181
Website: erichviethattorney.com
Email: erichviethattorney@gmail.com

December 14, 2022

Mr. Joe Johnson
123 Main Street
Springfield, USA

Dear Mr. Johnson:

My client hereby demands 3 chickens and 2 partridges in full settlement of this contentious case. We will leave this offer open for three days.

Courts Restrict Typography Somewhat.

**Missouri Supreme Court
and
Missouri Court of Appeals, EDMO**

Rule 84.06

- Font, including footnotes, “not smaller than 13 point, Times New Roman”*
- Line spacing not less than 1.5*

St. Louis City

Rule 3.2 Style

- Double-spaced,
- At least one inch top and left margins
- Page numbers at the bottom;
- No font family or size specified.
- Paragraphs numbered consecutively.

St. Louis County

Rule 3.2 Style

- Double-spaced.
- Top and left-hand margin of at least one inch.
- Font size not less than size 12pt.
- No particular font required.

Federal District Court, EDMO

Local Rule 2.01

- 12-point or larger font
- Double spaced
- Leave room (2" x 2") upper left and right corners

Eighth Circuit Court of Appeals

Briefs - Rule 32

Serif Font (Body text)

San Serif Font (8th Circuit Headings & Captions)

- Double-Spaced (except long quotes, headings and footnotes)
- 1-inch margins
- Case names must be italicized or underlined.
- A brief must be set in a plain, roman style, although italics or boldface may be used for emphasis. 14pt

United States Supreme Court

11

of its customers.³ App. 42a. The trial court also ruled that Petitioner's arbitration clause was "unenforceable for an entirely separate ground: it functions as an exculpatory provision," violating long-standing Missouri law that such provisions must be "clearly worded and unambiguous." App. 47a. The trial court severed the part of the arbitration clause that it had found to be unconscionable (the class waiver) from what it otherwise considered to be (pre *Stolt-Nielsen*) an enforceable contract. The trial court sent the case to class arbitration, "because the arbitration clause at issue contains a severability clause. . . ." App. 47a.

Missouri Appellate Court Proceedings in *Brewer v. Missouri Title Loans*

The decision by the trial Court was affirmed by the Missouri Court of Appeals (App. 24a) and eventually reached the Missouri Supreme Court (App. 1a). *Brewer v. Missouri Title Loans*, 323 S.W.2d 18, 20 (Mo. 2010). The Supreme Court of Missouri invalidated the class arbitration waiver on the same two independent grounds applied by the trial court: Petitioner's arbitration clause was unconscionable *and* it constituted an impermissible exculpatory clause.

³ The trial court decision occurred before the *Stolt-Nielsen* opinion was handed down.

Rule 33

- 6 1/8 by 9 1/4
- 12 pt. Century Family type face
- Footnotes 10 point
- unglazed paper <60 pounds in weight

Comes now, Bozo-the-Clown, and
for his Motion to throw a whipped
cream pie into the face of the
Defendant, states as follows.

[⁶Jokerman⁹ font]

Interpreting Circuit Court Typography Rules

Therefore . . .

Most Court Rules

Give Attorneys Many Options

Re Typography

Font v Typeface

Historically, Typeface referred to the overall family (e.g., Baskerville)

Font referred to a specific instance of the family (e.g., 10-point Baskerville bold italic).

Times New Roman

Other Fonts to Consider

Some Serif Fonts

<p>Athelas <small>www.athelas.com</small></p>	<p>Back in my quaint garden jaunty zinnias vie with flaunting phlox. Jaded zombies acted quaintly but kept driving their oxen forward. Hark! Toxic jungle water vipers quietly drop on zebras for meals! Six big juicy steaks sizzled in a pan as five workmen left the quarry. Will Major Douglas be expected to take this true-false quiz very soon? The juke box music puzzled a gentle visitor from a quaint valley town. Just work for improved basic techniques to maximize your typing skill. A mad boxer shot a quick, gloved jab to the jaw of his dizzy opponent.</p>
--	---

<p>Century Schoolbook</p>	<p>Back in my quaint garden jaunty zinnias vie with flaunting phlox. Jaded zombies acted quaintly but kept driving their oxen forward. Hark! Toxic jungle water vipers quietly drop on zebras for meals! Six big juicy steaks sizzled in a pan as five workmen left the quarry. Will Major Douglas be expected to take this true-false quiz very soon? The juke box music puzzled a gentle visitor from a quaint valley town. Just work for improved basic techniques to maximize your typing skill. A mad boxer shot a quick, gloved jab to the jaw of his dizzy opponent.</p>
----------------------------------	---

More Serif Fonts

lowan Old Style

Back in my quaint garden jaunty zinnias vie with flaunting phlox.
Jaded zombies acted quaintly but kept driving their oxen forward.
Hark! Toxic jungle water vipers quietly drop on zebras for meals!
Six big juicy steaks sizzled in a pan as five workmen left the quarry.
Will Major Douglas be expected to take this true-false quiz very soon?
The juke box music puzzled a gentle visitor from a quaint valley town.
Just work for improved basic techniques to maximize your typing skill.
A mad boxer shot a quick, gloved jab to the jaw of his dizzy opponent.

Charter

Back in my quaint garden jaunty zinnias vie with flaunting phlox.
Jaded zombies acted quaintly but kept driving their oxen forward.
Hark! Toxic jungle water vipers quietly drop on zebras for meals!
Six big juicy steaks sizzled in a pan as five workmen left the quarry.
Will Major Douglas be expected to take this true-false quiz very soon?
The juke box music puzzled a gentle visitor from a quaint valley town.
Just work for improved basic techniques to maximize your typing skill.
A mad boxer shot a quick, gloved jab to the jaw of his dizzy opponent.

San Serif Fonts

Gill Sans MT	<p>Back in my quaint garden jaunty zinnias vie with flaunting phlox. Jaded zombies acted quaintly but kept driving their oxen forward. Hark! Toxic jungle water vipers quietly drop on zebras for meals! Six big juicy steaks sizzled in a pan as five workmen left the quarry. Will Major Douglas be expected to take this true-false quiz very soon? The juke box music puzzled a gentle visitor from a quaint valley town. Just work for improved basic techniques to maximize your typing skill. A mad boxer shot a quick, gloved jab to the jaw of his dizzy opponent.</p>
Helvetica Neue	<p>Back in my quaint garden jaunty zinnias vie with flaunting phlox. Jaded zombies acted quaintly but kept driving their oxen forward. Hark! Toxic jungle water vipers quietly drop on zebras for meals! Six big juicy steaks sizzled in a pan as five workmen left the quarry. Will Major Douglas be expected to take this true-false quiz very soon? The juke box music puzzled a gentle visitor from a quaint valley town. Just work for improved basic techniques to maximize your typing skill. A mad boxer shot a quick, gloved jab to the jaw of his dizzy opponent.</p>

Matthew Butterick's Typography

. . . starts with only one space after a period.

Butterick's Basic Maxims

- Start with Body Text (point size, line length, line spacing)
- Don't allow other page elements distract from the Body Text
- Be consistent (Things that are the same should look the same)
- Keep it Simple
- Imitate what you like (from other people's typography).
- Don't fear white space.

<https://typographyforlawyers.com/maxims-of-page-layout.html>

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

JUNE BOYD,)
)
 Plaintiff,) Case No. 1522-CC09823
)
 v.) Division No.1
)
 DAS ACQUISITION COMPANY, LLC,)
 et al.,)
)
 Defendant.)

**MOTION OF DEFENDANT, DAS ACQUISITION COMPANY, LLC, TO DISMISS OR,
IN THE ALTERNATIVE, MOTION FOR MORE DEFINITE STATEMENT**

COMES NOW Defendant, DAS Acquisition Company, LLC, by and through its undersigned attorneys, and submit its Motion to Dismiss pursuant to Rule 55.27(a)(6) of the Missouri Rules of Civil Procedure or, in the alternative, its Motion for More Definite Statement pursuant to Rule 55.27(d) of the Missouri Rules of Civil Procedure.

Motion to Dismiss

For its motion to dismiss, Defendant states the following:

1. Although DAS Acquisition, LLC, disputes Plaintiff's allegations, a motion to dismiss for failure to state a cause of action is an assertion that takes all factual allegations as true for purposes of determining whether the plaintiff's pleadings are insufficient to establish a cause of action. *Grewell v. State Farm Mut. Auto. Ins. Co.*, 102 S.W.3d 33, 35-36 (Mo. 2003). The purpose of a motion to dismiss is to examine "the adequacy of Plaintiff's petition" to determine whether "the alleged facts meet the elements of a recognized cause of action." *Summer Chase Second Addition Subdivision Homeowners Assn. v. Taylor-Morley, Inc.*, 146 S.W.3d 411, 415 (Mo. Ct. App. 2004). A petition fails to state a cause of action when the facts alleged fail to meet the elements of a recognized cause of action or of a cause of action that might be adopted in that

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

JUNE BOYD,)
)
 Plaintiff,) Case No. 1522-CC09823
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 v.) Division No.1
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 DAS ACQUISITION COMPANY, LLC,)
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In the Circuit Court of the City of St. Louis
State of Missouri

June Boyd
Plaintiff
v.
DAS Acquisition Company, et al.,
Defendant
Case 1522-CC09823
Division 1

Motion of Defendant DAS to Dismiss or For More Definite Statement

Comes now, DAS Acquisition Company, LLC, by and through its undersigned attorneys, and submit its Motion to Dismiss pursuant to Rule 55.27(a)(6) of the Missouri Rules of Civil Procedure or, in the alternative, its Motion for More Definite Statement pursuant to Rule 55.27(d) of the Missouri Rules of Civil Procedure.

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Bigger margins

Pick a better font than Times New Roman

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

JUNE BOYD,

Plaintiff,

v.

DAS ACQUISITION COMPANY, LLC,
et al.,

Defendant.

Ditch the Squiggles

Condense Header

Ditch Times New Roman

if possible

Case No. 1522-CC09823

Division No.1

Crowded

Ditch Underlines

Shorten names of parties?

Simplify Title

MOTION OF DEFENDANT, DAS ACQUISITION COMPANY, LLC, TO DISMISS OR,
IN THE ALTERNATIVE, MOTION FOR MORE DEFINITE STATEMENT

COMES NOW Defendant, DAS Acquisition Company, LLC, by and through its

Delete

undersigned attorneys, and submit its Motion to Dismiss pursuant to Rule 55.27(a)(6) of the

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pursuant to Rule 55.27(d) of the Missouri Rules of Civil Procedure.

Motion to Dismiss

Ditch Underline

For its motion to dismiss, Defendant states the following:

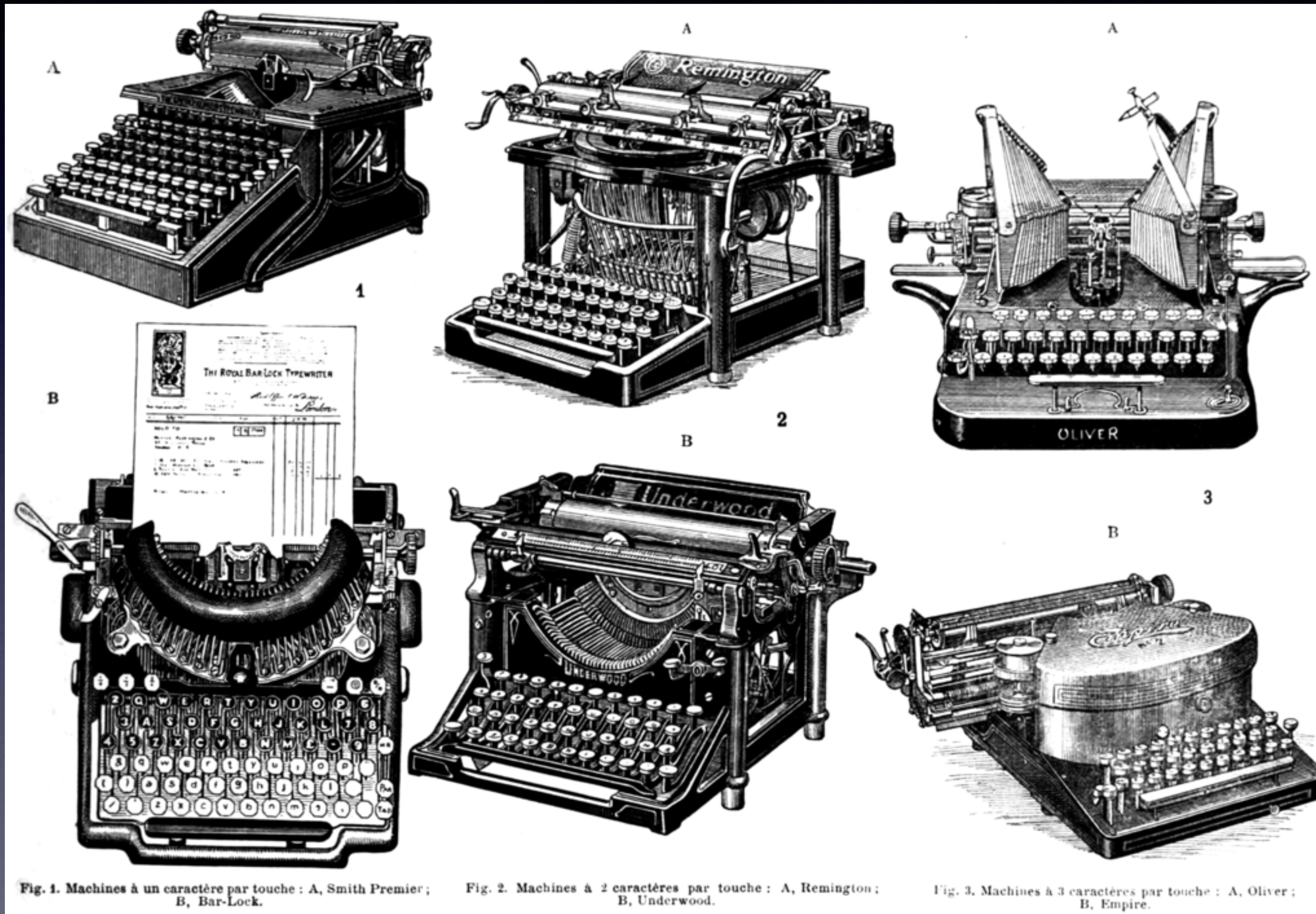
Delete-Redundant

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Demote this test to end of brief.

All courts already know this

Typewriter Stuff



Pica and Elite

In the age before fonts and styles, you basically had two choices of type: Pica or Elite. Pica translates to 10 characters per inch (bigger), while Elite has 12 characters per inch (smaller). Here's an example of the two:

Pica

I am Pica, I like to stand out and be read. I am the big guy. If you write screenplays I am your choice.

I am Elite. Not that I'm snooty or anything, but I like to fit into tight spaces. If you like words, lots of words, then I can fill your page.

Elite

Buying & Installing Fonts

WINDOWS

<Start> menu <Control Panel> <Fonts>

Opens a folder with your installed fonts.

Drag your new fonts into this folder.

OS X |

In <Applications> folder, launch .

Drag your new fonts into the font list.

(Free) Charter Font: go to Butterick site: <https://practicaltypography.com/charter.html>

Caution: Don't "Save As." *Print to PDF*

For MAC:

- Print
- Look for button <Save as PDF>

For PC, If you have Acrobat Pro,

- Print
- Look for a PDF Printer

Read Butterick for more . . .

Another Typography Make-Over

IN THE CIRCUIT COURT OF SAINTE GENEVIEVE COUNTY
TWENTY FOURTH JUDICIAL CIRCUIT
STATE OF MISSOURI

PATRIOTS BANK,)
)
Plaintiff,)
)
v.) Case No. 22SG-CC00023
)
LEON BASLER,)
)
Defendant.)

MOTION TO COMPEL OF DEFENDANT, LEON BASLER

COMES NOW Leon Basler, the defendant herein, and hereby files this motion to compel seeking a court order overruling the objections of Patriots Bank ("the Bank") and requiring it to provide full and complete answers to the First Interrogatories, First Requests for Production of Documents and First Requests for Admissions of Leon Basler. In support of this motion, Leon Basler respectfully suggests the following:

INTRODUCTION

On August 26, 2022, Mr. Basler served his First Interrogatories, First Requests for Production of Documents and First Requests for Admissions upon the Bank. On September 27, 2022, the Bank filed its Responses to Mr. Basler's his First Interrogatories, First Requests for Production of Documents and First Requests for Admissions. See Exhibits A, B and C attached hereto.

Mr. Basler's First interrogatories numbered 20. The Bank objected to each one except for parts of Interrogatories 4 and 5. The Bank objected to Interrogatories 5(e) through 20 on the basis that Mr. Basler's First Interrogatories exceeded the limit of 25. Mo.R.Civ.P. 57.01(a)

Circuit Court of Sainte Genevieve County
State of Missouri

Patriot's Bank
)
Plaintiff,)
v.) Case No. 22SG-CC00023
)
Leon Basler
)
Defendant.)

Motion to Compel of Defendant Leon Basler

Defendant Leon Basler files this Motion to Compel, asking this Court to overrule all of the objections of Patriots Bank ("the Bank") and requiring the Bank to provide complete answers to Mr. Basler's Interrogatories, Requests for Production of Documents and Requests for Admissions.¹

Introduction

On August 26, 2022, Mr. Basler served his written discovery upon the Bank. In its Responses to Mr. Basler's discovery, the Bank objected to almost every one of Mr. Basler's discovery requests. See attached Exhibits A, B and C.

More specifically, the Bank objected to almost every one of the 20 interrogatories Mr. Basler submitted to the Bank.² The Bank objected that Mr. Basler submitted more than 25 Interrogatories, arguing that almost every

¹ The full titles of Mr. Basler's discovery are "First Interrogatories," "First Requests for Production of Documents" and "First Requests for Admissions."

² The only Interrogatories the Bank did not object to are parts of Iroggs 4 and 5.

Beware “Save As PDF”

Circuit Court of Sainte Genevieve County
State of Missouri

Patriot’s Bank

Plaintiff,

v.

Leon Basler

Defendant.

Case No. 22SG-CC00023

Motion to Compel of Defendant Leon Basler

Defendant, Leon Basler, files this Motion to Compel asking this Court to overrule all of the objections of Patriots Bank (“the Bank”) and requiring the Bank to provide complete answers to Mr. Basler’s Interrogatories, Requests for Production of Documents and Requests for Admissions.¹

Introduction

On August 26, 2022, Mr. Basler served his written discovery upon the Bank. In its Responses to Mr. Basler’s discovery, the Bank objected to almost every one of Mr. Basler’s discovery requests. See attached Exhibits A, B and C.

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² The only Interrogatories the Bank did not object to are parts of Interrogatories 4 and 5.

Does Good Typography Win Cases?

Matthew Butterick:

All writing necessarily involves typography.

Good writing is part of good lawyering.

So good typography is too.

If you ignore typography, you're ignoring an opportunity to improve both your writing and your advocacy.

Who is Typography For?

In fact, your reader is quite different from you:

	WRITER	READER
Attention span	Long	Short
Interest in topic	High	Low
Persuadable by other opinions	No	Yes
Cares about making your client happy	Yes	No

Attention: The Reader's Gift to You

That gift is precious. It is finite.

And if you fail to be a respectful steward of that gift, it will be revoked.

Once your reader revokes the gift of attention, you've achieved only the lowest form of writing. Yes, you scattered some words across some pages. But your reader disappeared.

Ego Depletion



More on Attention
Matthew Butterick/Bryan Garner

Some Specific Tips . . .

Shorter Lines = Wider Margins

a. **ARBITRATION AGREEMENT.** This Arbitration Agreement is made pursuant to and/or contemplates a transaction involving interstate commerce, and shall be governed by and be enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. § 1-16 as it may be amended. To the extent that the FAA is inapplicable to any claims or Disputes subject to arbitration hereunder, then Missouri's arbitration act shall govern any such claims or Disputes. This Arbitration Agreement sets forth the circumstances and procedures under which claims or Disputes (as defined below) may be resolved by arbitration instead of being litigated in court. Except for actions by SELLER to collect monies due under this agreement or actions by SELLER in pursuit of its rights and remedies upon BUYER's Default of its payment obligations under this agreement, and except as otherwise may be provided hereunder, all actions, disputes, claims and controversies under common law, statutory law or in equity of any type or nature whatsoever, (including, without limitation, all torts, whether regarding negligence, misrepresentation, breach of fiduciary duty, fraud, restraint of trade, conversion, duress, interference, wrongful foreclosure, wrongful replevin, wrongful sequestration, fraud in the inducement, usury or any other tort, and all contract actions, whether regarding express or implied terms or promises, such as covenants of good faith and fair dealing, or any other contract claim, and all claims of deceptive or unfair trade practices or lender liability, and all claims questioning the reasonableness or lawfulness of any act, and all equitable claims, including claims for rescission), whether arising before or after the date of this agreement, and whether directly or indirectly arising out of or relating to (a) this agreement, the formation of this agreement, the performance of this agreement, or the breach of this agreement, (b) any amendments or addenda hereto, or any ancillary agreements or documents executed contemporaneously with this agreement, including truth in lending statements and other disclosures, (c) any previous or subsequent agreement between SELLER and BUYER; (d) any act committed by SELLER or SELLER's parents, subsidiaries, affiliates, officers, directors, employees, agents or representatives, whether or not arising within the scope and course of employment, agency or other contractual representation of SELLER, provided that such act arises under a relationship, transaction or dealing between SELLER and BUYER; and (e) any other relationship, transaction or dealing between SELLER and BUYER (collectively the "Disputes"), will be subject to and resolved by binding arbitration. SELLER and BUYER agree that the provision of this agreement shall preclude the use of litigation as a means of resolving any Disputes. However, with regard to any action that SELLER or its assigns might bring against BUYER to collect any sums evidenced hereby or due hereunder or in pursuit of SELLER's rights and remedies upon BUYER'S Default, SELLER, or its assigns, in its/their sole discretion, reserve the right to elect to pursue such actions through either through binding arbitration under this agreement or traditional litigation in a court of competent jurisdiction in Missouri. Any Disputes or other claims subject to arbitration hereunder will be conducted as an individual action, and BUYER and SELLER hereby waive any right to bring, assert or participate in a class action or other representative matter as to any claim or dispute which may be subject to binding arbitration hereunder. Neither BUYER nor SELLER agree to any arbitration on a class or representative basis, and the arbitrator will have no authority to proceed on such basis. This means that even if a class action lawsuit or other representative action, such as that in the form of a private attorney general action, is filed, any claim or Dispute between us related to the issues raised in such lawsuits will be subject to an individual arbitration claim.

Minimize ALL CAPS

TABLE OF CASES

Table of Cases

Don't underline.

Defendant/Counterclaimant, et al.

SUR-REPLY OF DEFENDANT/COUNTERCLAIMANT ST. LOUIS AREA
INSURANCE TRUST IN OPPOSITION TO THE CROSS-MOTION FOR SUMMARY
JUDGMENT JOINTLY FILED ON BEHALF OF PLAINTIFF/COUNTERCLAIM-
DEFENDANT CITY OF FERGUSON, MISSOURI, AND
DEFENDANT/COUNTERCLAIM-DEFENDANT CLASS ACTION CLAIMANTS

COMES NOW Defendant/Counterclaimant St. Louis Area Insurance Trust ("SLAIT"), by

It's Difficult to read

Letterspacing

STATEMENT OF FACTS

STATEMENT OF FACTS

Don't underline.

Footnotes

SUPPLEMENTAL STATEMENT OF FACTS

Pursuant to Rule 84.04(f), Plaintiff hereby supplements Defendant's Statement of Facts. Because the facts of this case have not changed since this Court's ruling of August 31, 2010, Plaintiff hereby incorporates by reference Plaintiff's "Supplemental Statement of Facts" from her original Respondent's Brief filed with this Court. In this section of the brief, Plaintiff will briefly highlight facts that bear special relevance to this case.

In her Petition, Plaintiff Beverly Brewer has alleged that she took out a \$2,215 loan from Defendant, at a rate of 300 percent APR. Defendant's policy required her to provide Defendant with her original car title and a set of her car keys.¹ Over the next two months, she paid Defendant two separate payments totaling \$1,147.00. These two payments reduced her loan principal by six cents (\$.06).²

Plaintiff filed this class action, alleging that Defendant, a title lender, systematically violated Missouri's loan laws, causing financial damage to her and to a class of tens of thousands of other Missouri citizens.³ In her prayer she seeks compensation for a class consisting of Defendant's Missouri customers, for damages caused by Defendant's

¹ L.F. 353 (Fields Dep. 34); L.F. 287 (Pl.'s Loan Agreement).

² L.F. 119-120.

³ L.F. 119.

Minimize the Need for Judge Marginalia

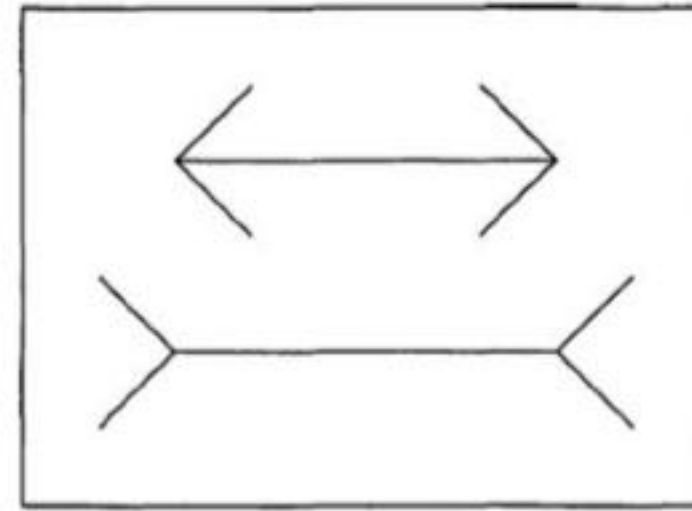


Figure 3

naturally believe what we see. If you have already encountered this image, however, you recognize it as the famous **Müller-Lyer illusion**. As you can easily confirm by measuring them with a ruler, the horizontal lines are in fact identical in length.

Now that you have measured the lines, you—your System 2, the conscious being you call “I”—have a new belief: you *know* that the lines are equally long. If asked about their length, you will say what you know. But you still *see* the bottom line as longer. **You have chosen to believe the measurement, but you cannot prevent System 1 from doing its thing; you cannot decide to see the lines as equal, although you know they are.** To resist the illusion, there is only one thing you can do: you must learn to mistrust your impressions of the length of lines when fins are attached to them. To implement that rule, you must be able to recognize the illusory pattern and recall what you know about it. If you can do this, you will never again be fooled by the Müller-Lyer illusion. But you will still see one line as longer than the other.

Not all illusions are visual. There are illusions of thought, which we call *cognitive illusions*. As a graduate student, I attended some courses on the art and science of psychotherapy. During one of these lectures, our teacher imparted a morsel of clinical wisdom. This is what he told us: “You will from time to time meet a patient who shares a disturbing tale of multiple mistakes in his previous treatment. He has been seen by several clinicians, and all failed him. The patient can lucidly describe how his therapists misunderstood him, but he has quickly perceived that you are different. You share the same feeling, are convinced that you understand him, and will be

Eliminating Words

USA Today

In early years when *USA Today* was first debuted back to 1982, it achieved instant success due to its innovative format where it is written in shorter pieces and sprinkled with eye catching colorful photos, graph and charts, specifically designed for the needs of sound-byte generation / TV generation, and also the

Key Arguments raised by Class Action Plaintiffs in their Sept 6 Filing	Whether SLAIT addresses these arguments in its Oct 5 Filing
It would have been easy for SLAIT to draft an enforceable policy provision excluding all class actions (p. 1). ³	Silence.
In 2018, SLAIT decided to draft a simple policy provision that excludes all class actions, demonstrating the feasibility of doing this (p. 1).	SLAIT urges this Court to not look at the new version of its class action exclusion. (p. 5) ⁴
SLAIT's 1987 and 2018 provisions pertaining to class actions are dramatically different (p. 1).	Silence.
Missouri Statute § 537.705.1 RSMo requires the Court to construe SLAIT's insurance policy like any other insurance policy (p. 3).	Silence. SLAIT refuses to even mention §537.705.1.

III. Sur-Reply to the Arguments of the Class Action Claimants

Apparently believing that a picture is worth a thousand words, the Class Action Claimants offer up a chart that purports to set forth the parties' respective positions on summary judgment.

Their one-sided perspective, however, fails to accurately portray the actual record and arguments.

Helping the Reader to Find the Way

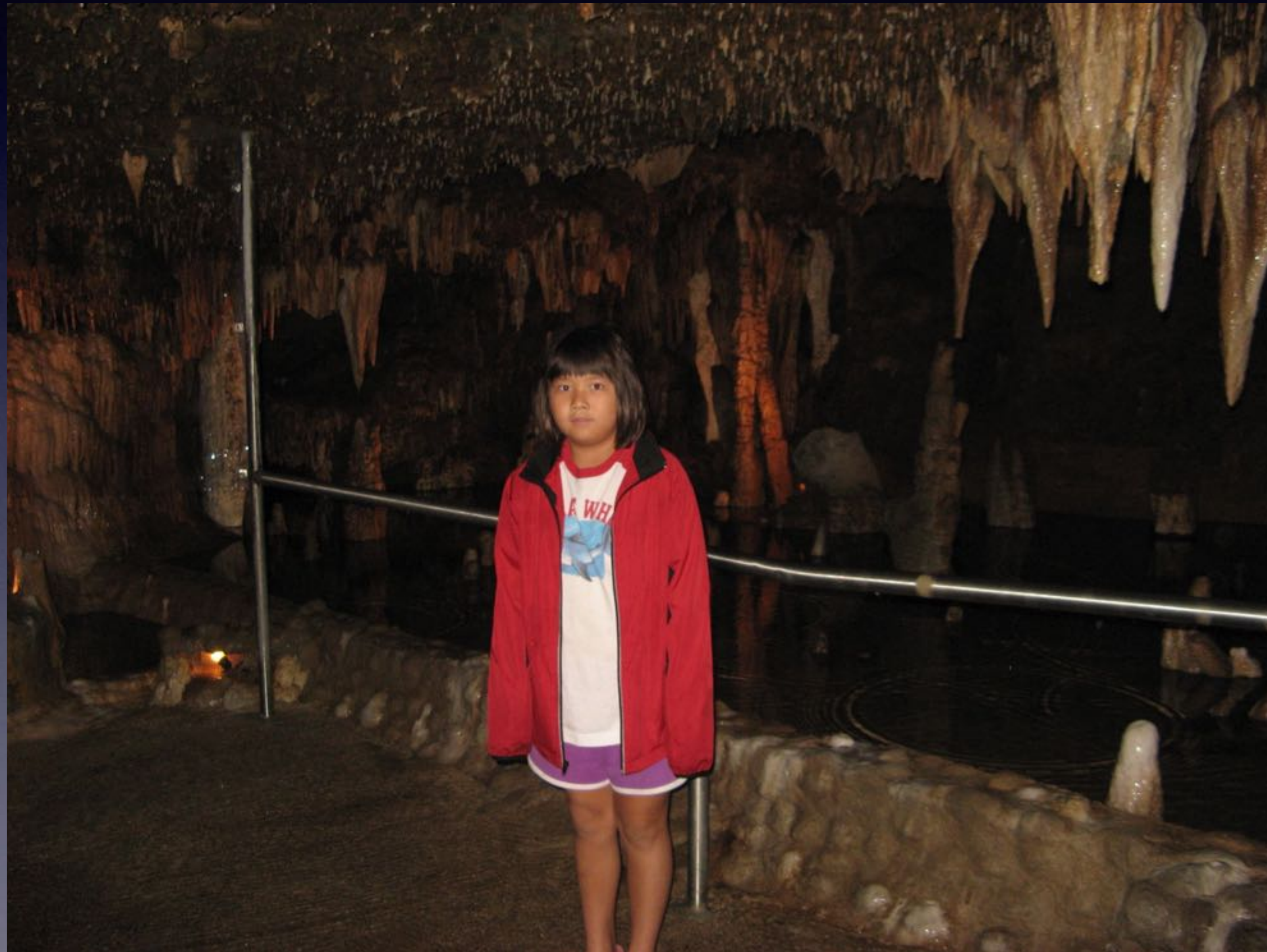


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Missouri Points on Appeal

II. The trial court erred in finding that the arbitration agreement was substantively unconscionable, because (1) it does not expressly limit Respondent's claims or relief in any way; (2) it does not by operation inhibit her ability to obtain legal representation, or her ability to vindicate her claims in individual arbitration; (3) attorneys' fees awards and punitive damages are available, and TLI bears all costs of the arbitration; (4) testimony by two "attorney experts" was unreliable, contradictory and self-serving, and should have been excluded pursuant to Mo. Rev. Stat. § 490.065; (5) there are other plausible reasons for the absence of lawsuits against TLI; and (6) Respondent's claim is not a small dollar claim; rather, she seeks damages in excess of \$25,000, punitive damages, and attorneys' fees, among other relief.

Funding Sys. Leasing Corp. v. King Louie Int'l, Inc., 597 S.W.2d 624 (Mo. Ct. App. W.D. 1979)

Rigali v. Kensington Place Homeowners' Ass'n, 103 S.W.3d 839, 845 (Mo. Ct. App. E.D. 2003)

Gilmer v. Interstate/Johnson Lane Corp., 500 U.S. 20 (1991)

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2. It does not by operation inhibit her ability to obtain legal representation, or her ability to vindicate her claims in individual arbitration.
3. Attorneys' fees awards and punitive damages are available, and TLI bears all costs of the arbitration.
4. Testimony by two "attorney experts" was unreliable, contradictory and self-serving, and should have been excluded pursuant to Mo. Rev. Stat. § 490.065.
5. There are other plausible reasons for the absence of lawsuits against TLI.
6. Respondent's claim is not a small dollar claim; rather, she seeks damages in excess of \$25,000 punitive damages and attorneys' fees, among other relief.

- *Funding Sys. Leasing Corp. v. King Louie Int'l, Inc.*, 597 S.W.2d 624 (Mo. Ct. App. W.D. 1979)
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The Cost of Good vs. Bad Typography

THAT'S ALL, FOLKS!

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Yellowstone's Dead Trees

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