

2024 NOF Palm Invitational

Mock Trial Fact Pattern:

Lincoln Elphaba

V

Tiffany Quinn

On November 27, 2023, Tiffany Quinn, known globally as her YouTab alias Ms. Beats, filmed a video intended to be posted on the social media platform on December 23, 2023. The video centered around a holiday challenge called “The Epic Snow Globe Challenge.”

The challenge consisted of 100 individuals being selected to stay in a life-sized snow globe equipped with real snow until the last person remained. Competitors were introduced to a strict list of rules. They, also, played daily Minute-to-Win-It games that allowed them the opportunity to stay in the challenge. Ms. Quinn, the YouTaber who created the challenge, enticed players with a \$100,000 cash prize.

The video was posted on December 23, 2023, and quickly became the creator's most viewed video at 16 million views. As you will hear in this trial, both sides of this case dispute over whether Ms. Quinn benefited financially from the video's success.

The challenge started to film on November 27, 2023. The winner was pronounced three weeks later on December 18, 2023. Lincoln Elphaba, the winner of the challenge, was ecstatic about his win. However, over the following months, his happiness faded to frustration asserting that as of March 6, 2024, he had never received his payment from Ms. Quinn despite countless text messages, letters, and phone calls.

This non-responsiveness has led Mr. Elphaba to sue Ms. Quinn for 1. breach of contract and 2. unjust enrichment. Both sides dispute there was a clear verbal agreement which came in the form of a video clip from the YouTab video that showcases Ms. Quinn verbally promising a cash prize of \$100,000 to the winner who followed the rules until the very end. Second, Mr. Elphaba claims Ms. Quinn gained clear benefits from the video since it received 16 million views. Ms. Quinn hasn't compensated him for the efforts he contributed which led to the success of the video. Tiffany Quinn asserts the reason for Mr. Elphaba's lack of payment was due to the fact Mr. Elphaba cheated several times during the three-week challenge, which as stated in the video would be a clear violation of the competition rules and lead to disqualification. At the time of the video Mr. Elphaba's cheating wasn't on Ms. Quinn's radar, now however she says “I won't give a single dollar to that cheater.”

Witness Statements

Plaintiff Witness 1- Jamal Jordan

“I am Ms. Quinn’s personal accountant. I’m familiar with all her books. She never discussed with me having to pay Mr. Elphaba \$100,000. In Exhibit 1, you can see her video received 16 million views. By March 4, 2024, she received \$46,000 from YouTab for her ad revenue. However, she had quite a few debts to pay back. Precisely \$15,000 which left her with a remainder of \$31,000. This was the highest-grossing video she ever produced, demonstrating a clear financial benefit in this case. I have stood by her through thick and thin, and my hope is that, by the end of this trial, I’ll earn a well-deserved pay raise.”

Plaintiff Witness 2- Natalia Ruiz

“Some might call me an expert in commercial law; others might see me as a newcomer tackling my first case. Regardless, I am a professional who was entrusted with this task of determine whether a legally binding agreement existed. In the absence of a written contract, I relied on Ms. Quinn’s statements in her YouTab video. Exhibit 2 clearly shows her verbal announcement of a \$100,000 prize and the competition rules. The terms were explicit, creating reasonable expectations among competitors that adherence to the rules would result in compensation. Therefore, a clear verbal agreement was established, giving Mr. Elphaba legitimate grounds to sue.”

Defense Witness 1- Warner Qiu

“I’m Ms. Beats’ manager, and this lawsuit has already cost a fortune—I’m not willing to lose any more money. I’ll do whatever it takes to put an end to this. During the semi-finals, the contestants were decorating a Christmas tree blindfolded, aiming to create the best design the fastest. While the cameras weren’t rolling, I saw Lincoln take off his blindfold for a few minutes. I immediately told him to put it back on, but he brushed me off and told me to ‘chill.’ Earlier in the competition, around 2 AM, I was walking around the filming area and saw Lincoln outside the Snow Globe. Both instances are clear violations of the rules, as shown in Exhibit 2.”

Defense Witness 2 - Sicily Bishop

“I am a private investigator hired by Ms. Quinn. This is my first case involving unjust enrichment and breach of contract. During my investigation that Mr. Elphaba left the Snow Globe on two separate occasions. His explanation was that he had a medical emergency, but I found no medical records or documentation from paramedics or on-site medical staff to support this claim. Based on Exhibit 4, I believe his excuse to be false. While I did not find any evidence of additional cheating, no other contestant reported witnessing Mr. Elphaba engaging in any dishonest behavior.”

Jury Instructions

Introduction:

Ladies and gentlemen of the jury, your task at this stage of the case is not to decide the amount of money that may be awarded but to determine whether Lincoln Elphaba has presented sufficient evidence for his claims to proceed to trial. You must decide whether Mr. Elphaba has made a plausible case for breach of contract and unjust enrichment. If so, the case will move forward and further proceedings will determine the outcome. If not, the case may be dismissed.

1. Breach of Contract – Prima Facie Case

To determine whether Mr. Elphaba has established a prima facie case for breach of contract, you must consider whether he has presented enough evidence to show:

- Existence of a Contract: Was there a verbal agreement between Ms. Quinn and Mr. Elphaba regarding the \$100,000 prize? Mr. Elphaba claims that the agreement was made verbally in a YouTab video posted by Ms. Quinn. You must determine if this claim, if believed, would constitute a valid contract. Performance of Terms: Mr. Elphaba claims he complied with the rules of the challenge as outlined in the video. You must decide if the evidence shows that Mr. Elphaba followed the rules of the challenge and participated until the end.
- Breach of Contract: Did Ms. Quinn fail to honor her promise to award the prize despite Mr. Elphaba's compliance with the rules?

If Mr. Elphaba has presented sufficient evidence for you to conclude that there may have been a breach of contract, then this claim may proceed to trial.

2. Unjust Enrichment – Prima Facie Case

To decide if Mr. Elphaba has presented enough evidence to move forward with a claim for unjust enrichment, you must consider:

- Benefit to Ms. Quinn: Has Mr. Elphaba shown that Ms. Quinn gained a benefit, specifically from the 16 million views the YouTab video received, and whether Mr. Elphaba contributed to that success by participating in the challenge?
- Unjust Retention: Has Mr. Elphaba presented evidence suggesting that it would be unfair for Ms. Quinn to keep the benefits (the views and success of the video) without compensating him for his role?

At this stage, you do not need to decide whether the unjust enrichment claim will ultimately succeed, but whether there is enough evidence for the case to proceed.

3. Ms. Quinn's Defense – Allegations of Rule Violations

Ms. Quinn asserts that Mr. Elphaba violated the rules of the challenge, as a result, he is not entitled to the prize. You should consider whether Ms. Quinn has provided sufficient evidence that Mr. Elphaba's alleged rule violations would, if true, prevent him from receiving the prize.

- Has Ms. Quinn shown evidence of Mr. Elphaba cheating during the challenge?

- Does this alleged violation of the rules negate Mr. Elphaba's potential claim for breach of contract or unjust enrichment?

At this stage, you are only determining whether the claim that Mr. Elphaba violated the rules has been raised with enough evidence to proceed to trial.

4. Legal Standard: Prima Facie Case

At this stage, Mr. Elphaba does not need to prove his case beyond the balance of probabilities. He simply must present sufficient evidence to show that his claims are plausible and that further proceedings are warranted to determine the facts. If Mr. Elphaba's evidence, when viewed in the light most favorable to him, suggests that there is a genuine issue for trial, then his claims may proceed.

If you find that Mr. Elphaba has not presented enough evidence to support a claim for breach of contract or unjust enrichment, you may decide that the case should be dismissed at this stage.

5. Credibility of Witnesses

In deciding whether Mr. Elphaba has provided enough evidence, you should consider the credibility of the witnesses and the reliability of the evidence presented.

- Is the testimony of each witness believable?
- Does the evidence appear to support the claims made by Mr. Elphaba?

You must decide whether, based on the evidence before you, Mr. Elphaba has established a plausible case for his claims.

6. Burden of Proof

Mr. Elphaba has the burden of presenting sufficient evidence to show that his claims for breach of contract and unjust enrichment are plausible. If he fails to do so, the case may be dismissed. However, if he has provided enough evidence for you to reasonably believe that these claims should be heard by a court, then you should allow the case to proceed.

7. Jury Deliberations and Verdict

Your job is to decide whether Mr. Elphaba has provided sufficient evidence to allow his claims to proceed to trial. You will answer the following questions:

- Has Mr. Elphaba shown enough evidence to move forward with the breach of contract claim?
- Has Mr. Elphaba shown enough evidence to move forward with the unjust enrichment claim? If you find that he has, the case will continue to the next stage. If you find that he has not, the case may be dismissed.

Your verdict must be unanimous.

EXHIBIT

1



Ms. Beats' Human-Sized Snow Globe Challenge - Official Transcript

Ms. Beats: What's up, guys?! Welcome back to the channel—it's your girl, Ms. Beats! Today, we're taking things next level with the craziest challenge yet. Who will be the last one standing in this GIANT human-sized snow globe?!

That's right, this snow globe is massive—almost as huge as my amazing family of 20 MILLION followers! (Thank you for the love, y'all!)

Here's the deal. I've brought together 100 of the world's toughest competitors to face off in this epic showdown. The twist? This snow globe is filled with actual snow. The temperature is locked at a freezing 20 degrees and every single day, they'll have to compete in Christmas-themed challenges to stay in the game. Lose a challenge? You might get eliminated!

The last person left inside wins a life-changing \$100,000 straight from me. So smash that like button, drop a comment, and share this with your friends. Now, what about the rules? They're simple:

Rule #1: Stay in the Globe. Once you're in, you stay in. Step out for any reason, and you're out of the game—no second chances!

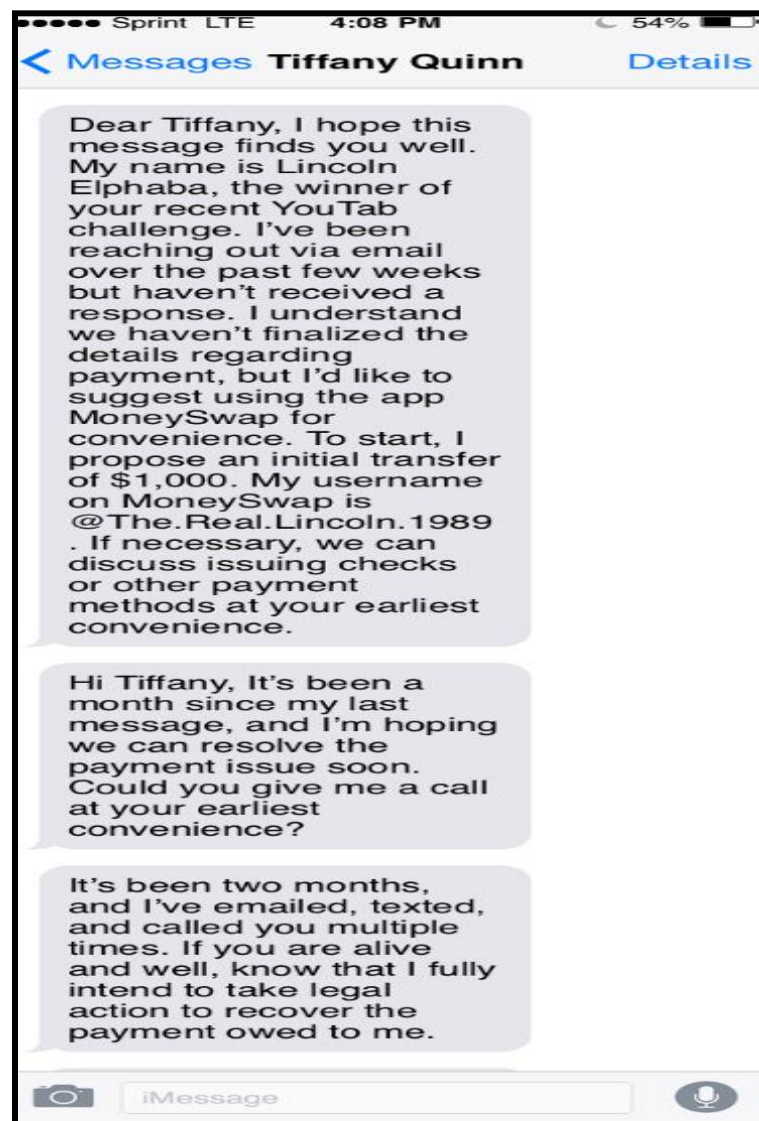
Rule #2: No Outside Help. No calling for snacks, no sneaking supplies—once you're in. It's all on you.

Rule #3: NO Cheating. Let's be real, cheating is NOT the vibe here. If you think you're gonna bend the rules or sabotage someone else to get ahead, think again. Any kind of shady behavior—whether it's sneaking items, messing with other contestants or trying to outsmart the system—will get you instantly disqualified. Play fair or you're outta here!

Who do you think has what it takes to survive? Let's find out—let's get this show on the road!

EXHIBIT

3



EXHIBIT

4

