

I. JUROR REGISTRATION:

You must be a registered CoPO Juror in order to receive Juror Notifications regarding upcoming hearings, to Request to Serve as a Juror or to serve on a CoPO Jury. By registering as a Juror with Court of Public Opinion, or by updating information supplied in the registration process, you are declaring under penalty of perjury, pursuant to the laws of the State of California, that the information you supplied is true and correct. This includes, but is not limited to, representations regarding city of residence, U.S. citizenship, ability to read and understand English, being over 18 years of age, and a lack of a conviction of a felony.

Each registered Juror is required to update their Juror profile if there are changes to the personal information they previously supplied, and to verify the accuracy of that information each time he/she signs up for a potential position on a Jury.

II. JUROR QUALIFICATION:

Jurors are Qualified to serve on a CoPO hearing if: 1) they have specified on their Juror Registration form that they are available on the day(s) and time(s) during which the hearing is scheduled to occur; AND 2) at the time that hearing is scheduled, the Juror resides in the geographic area the litigants specify.

Juror While Jurors may gain “qualified” status by changing their Juror profile with respect to when they are available to serve as a Juror, no person may register, or change their residential address, in order to qualify to sign up for a hearing that has already been scheduled.

Only Jurors who are “qualified” to serve as a juror on a matter may Request to Serve as a juror on that matter.

III. HEARING NOTIFICATIONS:

Each time a hearing is scheduled, all "Qualified" Jurors will automatically be sent an e-mail and/or text message to the address/number identified on their registration profiles. These will advise of an opening on an upcoming hearing and will contain a link through which they can “Request to Serve” as a Juror on that matter.

On our website, Registered Jurors may also [search for hearings](#) for which they are “qualified”, and for which they can accordingly submit a “Request to Serve”.

IV. REQUESTS TO SERVE:

Qualified Jurors may follow the link transmitted to them, or sign on at [CourtofPublicOpinion.com](#), to request the opportunity of joining the Jury Pool on that case. From the people in the Jury Pool, the Parties will select those who will ultimately serve as Jurors at their hearing, and those Jurors who will be excused.

The total number of Qualified Jurors who can submit a Request to Serve, like the number of Jurors who will ultimately serve as Jurors, will differ from case to case.

Available positions in the Jury Pool will be filled on a "first-come, first-served" basis. Qualified Jurors are encouraged to submit their Requests to Serve as soon as possible after a matter is scheduled, but not before they are 100% certain that they can and will fully serve if selected to serve as a Juror in the hearing of that matter.

A. JURORS SHALL NOT SUBMIT A REQUEST TO SERVE AS A JUROR ON ANY CASE WHERE THAT JUROR MAY NOT BE ABLE TO FAIRLY AND IMPARTIALLY DECIDE THAT CASE

This prohibition includes, but is not limited to, any instance in which the prospective Juror (or any member of that prospective Juror’s immediate family) has a direct, financial, or personal interest in the outcome of the case, or where their prior experience, or their knowledge of or familiarity with the persons, places or things involved in that case could unduly influence the prospective Juror's decision. Should a prospective Juror have any question in their mind with respect to their ability to be fair and to decide the case on its merits and according to the law, THEY ARE REQUIRED TO “SELF-RECUSE” AND SHALL NOT REQUEST TO SERVE ON THAT MATTER.

B. SUBMISSION OF A "REQUEST TO SERVE" DOES NOT GUARANTEE JURY SERVICE

1. CONFIRMATION OF AVAILABILITY

After a Qualified Juror submits a Request to Serve, they must also subsequently confirm (through www.CourtOfPublicOpinion.com/my-hearings, or in response to a reminder e-mail/text), that **they remain and expect to remain available** to sit as a Juror on that matter. **This confirmation must be submitted no later than 7 days prior to the scheduled commencement date for that hearing.** Failure to timely confirm availability on a matter for which a Juror has previously submitted a Request to Serve will cause the loss of that Juror's position in the Jury Pool for that matter, their forfeiture of any claim for compensation in association with that matter and, if repeated, their permanent preclusion from future participation in any CoPO hearing.

2. CANCELLATIONS & CONTINUANCES:

a. JUROR CANCELLATIONS AND CONTINUANCES

Jurors who find that they are no longer able to participate in a hearing for which they have submitted a Request to Serve and/or a Confirmation of Availability are required to immediately cancel their Request/Confirmation with CoPO. A cancellation submitted less than 7 days prior to the scheduled commencement of a hearing will result in the Juror's forfeiture of any claim for compensation in association with that matter and, absent exceptional cause, their permanent preclusion from future participation in any CoPO hearing.

Jurors are not permitted to "continue" their Jury service from one case to another, or to unilaterally continue their dates of service.

b. HEARING CANCELLATIONS OR CONTINUANCES:

In the event that a hearing is canceled or continued to another date by the Parties, all Jurors who submitted a Request to Serve with respect to that matter will promptly be sent notification of the cancellation of the hearing, and of the opportunity to submit a new Request to Serve on the case's new hearing date if the hearing was continued.

In the case of a hearing cancellation or continuance by the Parties, Jury fees will be paid to the hearing's Jurors (other than those Jurors who failed to timely submit a Confirmation of Service, who

previously canceled their service, who have been Excused (see below), or who have violated any Term of Jury Service), depending upon when the cancellation or continuance occurs:

- Hearing Canceled/Continued **7 or more days before** the date the hearing was scheduled to commence: Juror pay = \$0
- Hearing Canceled/Continued **within 7 days** of the date the hearing was scheduled to commence: Juror Pay = ½-day's pay
- Hearing Canceled/Continued **after hearing has commenced**: Juror Pay = ½ day's pay for each ½-day spent viewing the hearing, plus an additional ½-day's pay if the hearing was scheduled to continue for at least another ½-day

The cancellation or continuance of a hearing terminates each Juror's ability to respond to optional/additional Voir Dire questions for that case, but it does not affect the right of Jurors who already responded to those additional questions to be paid for the same.

3. EXCUSED JURORS:

Based upon space concerns, Juror profiles, and/or Juror responses to pre-trial, written questions ("Voir Dire"), the Parties may determine that one or more members of the Jury Pool may not be a good fit for that case. In that event, during the Jury Selection process, the Parties may excuse (or remove) those potential Jurors from that case's Jury Pool, leaving the rest to constitute the final Jury Panel (the Jurors who will actually decide the case).

If a Juror is excused, they will be sent an electronic notification of the same. Each Juror can also view Juror status on their CoPO Jury Profile page.

Jurors excused from service will NOT be entitled to payment of Jury Fees if they were excused from that matter **at least 7 days before** the scheduled commencement of the hearing. Jurors excused thereafter will be paid Jury Fees based upon the duration of their service, with a guaranteed ½-day minimum fee.

Being excused does not affect a Juror's right to payment for responding to additional Voir Dire questions unless that Juror was excused as a result of their own misconduct, in which case no compensation shall be paid to that Juror.

No Jury Fees will be paid to any Juror who is excused as a result of their own misconduct, including a violation of these Terms of Service or CoPO's Privacy, Communication & Disclosure Policy.

V. JURY SERVICE

Unless the hearing has been continued or canceled, or the Juror has been excused (see above), each Juror who has submitted a "Request to Serve" and "Confirmation of Attendance" must participate in the corresponding hearing as agreed.

A. TECHNICAL REQUIREMENTS:

Cellular phones may NOT be used to view CoPO proceedings.

Each Juror is responsible for supplying their own equipment (a personal computer, laptop, notebook, or tablet) and a reliable internet connection to facilitate their participation in online proceedings. CoPO assumes no responsibility for the interruption or failure of such equipment or connection, nor shall compensation be due to a Juror when the timely completion of their service is prevented by the interruption or failure of the Juror's equipment or connection.

Minimum requirements:

- Operating system: Windows XP, Mac OSX Snow Leopard and newer.
- [Google Chrome Browser](#)
- Display Resolution: 1280 x 800 - Disable any pop-up blockers - Browser Javascript must not be disabled
- The use of a proxy server is not allowed
- Video and audio-capable system

B. THE HEARING

1. WHEN & HOW

Hearings may be streamed for simultaneous viewing by the entire Jury Panel during specified days/hours, and then the entire Jury Panel will simultaneously engage in Online Jury Deliberations when, and for as long as, the Parties specify.

Alternatively, hearings may be recorded for individual streamed viewing before a specified deadline, and then the entire Jury Panel will simultaneously engage in Online Jury Deliberations when, and for as long as, the Parties specify.

Jurors who will serve on a Jury Panel will be sent a reminder in advance, including a link through which their hearing can be accessed. Jurors can also access their hearing through their Juror portal at www.CourtOfPublicOpinion.com. Jurors are strongly encouraged to test their ability to connect to their hearing well in advance of its commencement time, and to immediately report any issues to CoPO Juror Services.

*****EACH JUROR IS SOLELY RESPONSIBLE FOR ENSURING THEIR INTERNET CONNECTIVITY, KNOWING THEIR DATES AND TIMES OF SERVICE, AND FOR SERVING AS AGREED*****

Even a single Juror's failure to **STRICTLY** comply could compromise the integrity of the hearing. So for the sake of the parties, your fellow Jurors, your Jury Fees, and possibly your ability to participate in future CoPO hearings, be responsible (**including by showing up early and never being even a minute late**), pay attention, and follow the evidence, law, and deliberations to wherever they lead you.

2. JUROR DASHBOARD

After logging into your hearing through the CoPO website, Jurors will be transported to the window through which they will view the hearing – the Juror Dashboard.

What will be visible in the main viewing window on the Juror Dashboard will depend on how the hearing was recorded. CoPO proceedings may be recorded by using a single camera, or up to three cameras simultaneously. Where more than one camera is used to record any part of the proceeding, their recordings will be displayed simultaneously in minimized windows on your Juror

Dashboard, with a maximized window displaying the 'view' the Juror selects. Jurors may toggle between different views at any time.

No matter how the hearing was recorded, **JURORS ARE REQUIRED TO PAY ATTENTION TO WHAT IS STREAMED.** To "help" ensure that the required attention is being paid:

- When viewing a simultaneously streamed proceeding, streaming will pause for two, 15-minute breaks per 1/2 day, with a lunch break from 12:00 p.m. to 1:00 p.m. All Jurors are expected to watch the same proceedings at the same time, so any Juror who does not start a session or return from a break **ON TIME** will likely result in that Juror's exclusion from the remainder of the hearing and their forfeiture of any Jury Fees/Additional Voir Dire Fees accrued in association with the case. **At the beginning of each half-day session, at the re-commencement of any hearing following a scheduled break, and periodically during the proceedings themselves, Jurors will be required to respond to a simple question displayed on their screens within 30 seconds. Failure to correctly respond to that question before time elapses may result in the removal of that Juror from that hearing, the forfeiture of all Fees that the Juror accrued in association with that matter, and/or the ability to participate in other/future CoPO proceedings.**
- Hearings recorded for streamed viewing prior to a specified deadline will pause periodically during playback, at which point in time the Jurors will be required to respond to a simple question within 15 seconds. Failure to correctly respond to that question before time elapses will result in that Juror's video playback being reset to the frame when that Juror last timely and correctly responded to a question. Jurors will not be compensated for re-watching any portion of a proceeding resulting from their failure to timely and correctly respond to a question. Jurors must complete their viewing of the entire video before the deadline specified by the Parties. Any failure to watch the entire hearing by the specified deadline may result in the removal of that Juror from that hearing, the forfeiture of all Fees that the Juror accrued in association with that matter, and/or the ability to participate in other/future CoPO

proceedings.

Also, to help ensure there is no cheating, while watching the proceeding, certain functions, including “fast-forward” and “skip to”, will be disabled. These functions will return during deliberations, in which any portion of the streamed hearing, just like all exhibits and jury instructions, can be re-examined by the Jurors.

a. TAKING NOTES

During the proceeding, Jurors may take notes on a virtual notepad which will be displayed on the Jurors Dashboard. Juror notes cannot be accessed by any other person, will remain accessible to you through your deliberations, and will be automatically deleted after you submit your Verdict. For privacy reasons, it is requested that Jurors not take separate notes, nor print the notes which take place in their virtual notepad. Jurors do not need to take notes on any jury instructions they receive, as those will also be available for your viewing during deliberations.

b. BOOKMARKING/TAGGING

While watching the streamed proceeding, Jurors can bookmark/tag exhibits and testimony that they would like to come back to during Juror Deliberations.

3. JUROR CONDUCT DURING THE HEARING

a. NO OUTSIDE RESEARCH

Jurors must decide the case based upon the evidence and law presented to them during the hearing. Jurors are prohibited from separately visiting any location involved in the case, or from conducting any outside research, including by use of the internet or social media.

b. DELIBERATIONS & COMMUNICATIONS

Until the Verdict is rendered, Jurors are prohibited from discussing their case, or any aspect of it, with third persons or with anyone

involved in the hearing, including the parties, their attorneys, and their witnesses.

Jurors may not communicate with one another regarding the case, or any aspect of it until the entire proceeding has been viewed and the time for Juror Deliberations has begun. At that time, Jurors will have access to a password-protected, chat board dedicated to the Jurors on that case. The chat board is not moderated, but the Jurors are free to vote on a "foreperson" from among their ranks to moderate if they believe it would be helpful. Even though opinions may differ, Jurors are expected to treat one another courteously during deliberations.

During Deliberations, Jurors will have access to their online notes, jury instructions, all items of evidence admitted into evidence during the hearing, and to the video of the proceeding itself. Controls limiting fast-forwarding or skipping through the videotaped proceeding, as well as those requiring periodic answers to questions, will be disabled during deliberations.

c. SUBMISSION OF VERDICT

At the conclusion of the time for jury deliberations, each Juror is required to promptly provide their own answers to each of the questions on the provided Verdict form. **DO NOT CLICK "SUBMIT" AT THE END OF THE VERDICT FORM UNTIL YOU HAVE VERIFIED THAT THE ANSWERS YOU HAVE INPUTTED ARE YOUR FINAL ANSWERS, AS THEY CANNOT SUBSEQUENTLY BE CHANGED.**

The verdict answers provided by each Juror may be combined with those of the other Jurors for a final result. Do not be concerned with how that final calculation might be made.

Depending upon how each Juror responds to each Verdict question, they may be automatically directed to skip certain questions and answer later ones. Do not be concerned if this occurs. You will not be permitted to "Submit" your verdict form until you have answered each question you are supposed to answer, and until you affirmatively verified your answers under penalty of perjury.

Parties using this service are doing so in order that they might obtain a Jury Verdict. Accordingly, unless the proceeding is canceled or continued by the litigants, **no compensation shall be paid to any Juror who fails to answer each of the Verdict questions they are supposed to answer.**

When a Juror clicks "SUBMIT" at the end of the Verdict, a copy of their completed Verdict form will instantly be e-mailed to that Juror and to the Parties, and it will be posted on the Juror's homepage and to the homepage for the case itself. Jurors who note any discrepancy between their answers and those e-mailed/posted should immediately contact CoPO Juror Services.

4. JUROR DUTY TO COMPLETE SERVICE

Jurors must view the evidence and testimony when specified by the Parties. Failing to so view the entire case, or to deliberate or submit a verdict when specified, will be deemed a "Juror Cancellation" (see above), and hence will result in the Juror's forfeiture of any compensation associated with that matter, and potentially their exclusion from participation in future CoPO proceedings.

VI. Compensation

Within seven (7) days of the conclusion of a hearing, each involved Juror will be compensated by check mailed to the address specified in the Juror's profile, or if the Juror so specifies, by electronic transfer via PayPal.

JURORS WHO FAIL TO COMPLETE THEIR SERVICE IN ACCORD WITH THESE TERMS OF SERVICE WILL NOT BE COMPENSATED FOR THEIR SERVICE OR FOR ANY ACT ASSOCIATED THEREWITH.

- A. JURY FEES** will be paid to the Jurors participating in a case in accord with the Jury Fee [schedule](#) in effect at the time of the hearing was scheduled.
- B. VOIR DIRE** is a question-answer process used by attorneys to evaluate which of the prospective jurors they believe are best suited to hear their case. In order to assist in this process, Qualified Jurors are required to answer up to five (5),

attorney-submitted questions prior to submitting a Request to Serve. In the event that the attorneys want prospective Jurors to answer more than five (5) questions, they will compensate the prospective Jurors for their response time.

Jury pool members who answer more than five (5) questions online will be paid \$7.50 for each additional 5 questions the prospective Juror answers. Prospective Jurors must answer all questions posed to them in order to submit a Request to Serve, and they must do so honestly and completely, but they will receive compensation pursuant to this section irrespective of whether they are ultimately excused or chosen to serve on the Jury Panel for that case.

- C. POST-VERDICT QUESTIONNAIRES** are used by Parties to find out a bit more about what their Jurors thought about various aspects of the case they just heard. After submitting a Verdict, that case's Jurors will be able to access online any Post-Verdict Questionnaires that may have been submitted in association with that matter and to respond to the questions contained therein. For each 10-question Questionnaire to which a Juror honestly and completely responds, that Juror will be compensated \$15.00. Jurors are encouraged but are not required to respond to any Post-Verdict Questionnaire.

In order to protect the ability of lawyers to ask about things without the opposing side becoming aware of their areas of concern, and in order to promote candid responses from the Jurors, the questions asked in each Post-Verdict Questionnaire, and the responses to those questions, must remain **ABSOLUTELY CONFIDENTIAL**. Questionnaires and responses are password-protected, and are only accessible by the asking and responding party. Jurors shall not reveal the questions they are asked, nor the responses they provide, to anyone else -- not even to CoPO representatives. In the event that a question in a questionnaire asks for this confidential information, or for the Juror's Private Information, that Juror shall flag that question and not otherwise respond to it. Any violation of these confidentiality rules will be cause for the Juror's forfeiture of all compensation owed in association with that matter, as well as that Juror's

permanent preclusion from future participation in any CoPO matter.

- D. VERDICT BONUS:** For every CoPO hearing that concludes with the submission of a Verdict, ONE (1) Juror who participated in that decision will be randomly selected to receive a \$50 Verdict Bonus.

VII. ADDITIONAL TERMS

- A. JURY SERVICE THROUGH CoPO DOES NOT SUBSTITUTE FOR OFFICIAL JURY SERVICE:** CoPO is a private jury service and is not affiliated with any governmental entity or court system. Participants are NOT excused from complying with any official jury summons they may receive, or from providing jury service as required by law. Likewise, participants are NOT statutorily entitled to take leave from any other employment they may have, and they are NOT entitled to compensation from their employers, for jury service provided through CoPO.

- B. HOURS OF JURY SERVICE:** Video streaming to CoPO Jurors simultaneously is scheduled in half-day (4-hour) increments – weekdays between 8:00 a.m. and 12:00 p.m. and from 1:00 p.m. and 5:00 p.m., including two-15 minute breaks per half-day. In cases in which Jurors are permitted to watch the video stream at their own pace must view the entire video before a specified deadline and will receive a ½ day's Jury Fees for every 3 ½ hours of video they watch.

Deliberations following the complete review of all hearing video will occur when and for as long as the Parties specify in advance, and shall occur on weekdays between 8:00 a.m. and 12:00 p.m. and/or from 1:00 p.m. and 5:00 p.m.

- C. NO EMPLOYMENT RELATIONSHIP:** Jury service, and all acts associated therewith, are provided on an independent contractor basis, and no employment relationship shall be inferred therefrom. Jurors are solely responsible for payment of any and all taxes associated with the income they receive through CoPO, and for providing CoPO with their social security number if an IRS-1099 form is required.

- D. COSTS & EXPENSES:** Each Juror is responsible for their own costs of service, including the cost of any devices used, for utilities/internet service, and any text/data charges. Jurors who do not wish to receive CoPO notifications by text may opt to receive notifications by e-mail by [editing their account preferences](#).
- E. NO ADDITIONAL COMPENSATION:** Other than such monies which are required to be paid through CoPO as published herein, CoPO Jurors shall not profit financially as a result of their participation in any CoPO proceeding. This specifically includes, but is not limited to promises or payments of monies or other compensation which: 1) could influence a decision; or 2) results from the sale of information learned in, or stories about, any CoPO-facilitated proceeding.
- F. SENSITIVE MATTERS:** Hearings scheduled with CoPO occasionally involve topics or evidence that may be considered or be sensitive, offensive, or disturbing. By submitting a "Request to Serve", you consent to your exposure to such topics or evidence in that matter, and waive any and all claims which may otherwise have arisen from your exposure to same.
- G. AGREEMENT TO PRIVACY POLICY AND TERMS OF SERVICE:** By utilizing this service, all Jurors expressly agree that they will fully comply with [CoPOs Privacy Policy](#), with these Terms of Service, and with all applicable laws, including the privacy laws of the State of California.
- H. COMPLIANCE WITH LAW:** Except to the extent necessary to utilize this modified format, CoPO Jurors shall be subject to and will comply with all laws that would be applicable to official jurors who serve in the jurisdiction of their state of residence, and shall submit to the jurisdiction of, and will follow all lawful orders and instructions issued by, the judge/neutral presiding over any hearing on which the Juror is providing service.
- I. VIOLATIONS:** Any violation of these Terms of Service may, in addition to subjecting the Juror to possible civil and/or criminal actions and penalties, result in that person's exclusion from future involvement in CoPO proceedings, and/or their forfeiture of any

compensation that may have otherwise been due in association with the matter in which the violation occurred.

- J. SEVERABILITY:** Should any of these Terms of Service be deemed invalid or inconsistent with the laws of the State of California, the remaining Terms of Service shall remain in full force and effect.