

Part 23 Rules
Summary Bench Trials
Hon. Eric Schumacher, J.S.C.

Supreme Court of the State of New York
New York County, Civil Term
71 Thomas Street Room 304
New York, New York 10013-3821

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VII. Summary Bench Trials

- A. All parties wishing to participate in a voluntary summary bench trial (hereinafter SBT) before this court agree to be and are bound by the following terms:
1. An SBT is a binding one-day bench trial with relaxed rules of evidence;
 2. A “party” is a litigant (e.g., plaintiff, defendant);
 3. All parties agree that they are ready to proceed to trial and that such trial is a final adjudication of all issues in the action on the merits;
 4. All parties agree to appear on their preferred trial dates submitted, without exception, or on the date assigned by the court, which shall ensure a speedy SBT on a convenient date subject to any reasonable adjournment requests;
 5. All parties shall appear in the courtroom promptly at 9:30 a.m. on the assigned date and all witnesses shall be available to proceed when called;
 6. All parties agree on documents in evidence and shall jointly submit them, pre-marked, to the court in electronic format at least one week in advance of the SBT;
 7. All parties agree that any party may submit a confidential bench brief of up to five pages to the court at least one week in advance of the SBT;
 8. Any unstipulated potential evidence must be proffered during the examination of a witness, and the court will rule on its admissibility;
 9. Opening and closing statements are waivable, else limited to ten minutes per party for each of the opening and closing statements;

10. Each party may directly examine an unlimited number of witnesses for up to a total of 1.75 hours, and the direct examinations of the witnesses of all parties shall not exceed a total of 3.5 hours;
 - i. All parties shall agree on a witness list for all parties that allots a maximum direct examination time to each witness in compliance with the time limits of this rule;
11. The cross examination of the witnesses of all parties shall not exceed a total of two hours, and the total time that each party may utilize in cross-examining witnesses shall be divided equally between the parties;
12. Any redirect or rebuttal time may be reserved from any party's direct examination time at the conclusion of a party's presentation but will not enlarge the total direct examination time of the witnesses of all parties
13. All parties agree to be bound by any high-low parameter indicated, which cannot exceed any applicable insurance policy limits, and may either keep the numbers confidential or share them with the court if all parties agree;
14. All parties stipulate that there are no motions pending, that no further motions will be made as to the SBT, and, to the extent that there are motions pending but as yet undecided, those motions are now withdrawn;
15. All parties waive written findings of fact and conclusions of law;
16. All parties waive the right to an appeal of the court's decision, order, or judgment after the SBT, whether entered by the clerk or otherwise, and of any prior decision, order, or judgment in this action and, to the extent that there are appeals pending, those appeals are now withdrawn;
17. If a party fails to appear at the SBT, the court shall enter a default against that party, and all parties waive the right to move to vacate, appeal, or otherwise challenge such a default;
18. All parties agree that the court's rendering of its decision after the SBT orally on the record is a final disposition of the entire action and consent to the court immediately marking the case disposed, but if the court fails to hold the SBT or issue such a decision, the action shall proceed to ordinary trial;
19. All parties agree to order and pay for a copy of the transcript of the SBT proceedings as directed by the court at the SBT and to submit it to the court with a request to so-order within five days of receipt;
20. All parties waive prejudgment interest and all costs and disbursements.

- B. All Part 23 Rules remain applicable in SBT proceedings (e.g., concerning communications with the court). Sections I-IV are available at <https://www.nycourts.gov/legacypdfs/courts/1jd/supctmanh/Rules/Part23-Rules.pdf>.
- C. This entire document is effective on the date on which it is fully executed, and, together with any additional terms or responses annexed, and together with the annexed signature page or pages confirming the agreement of all parties, becomes the operative SBT Settlement Agreement for this action, which agreement is irrevocable and binds all parties to the extent provided herein.

We, the undersigned, wish to participate in a voluntary SBT, agree to the foregoing terms, and further stipulate as follows:

Preferred SBT date(s): _____

The following parties waive opening statements: _____

The following parties waive closing statements: _____

| Witness Name | Party Affiliation | Time Allotted |
|--------------|-------------------|---------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

The parties annex a signature page(s) signed by all parties or their counsel together with any necessary additional agreed-upon terms or responses, including any high-low information, none of which contravene the foregoing. The parties certify that the entire document is the SBT Settlement Agreement and that it will be both filed to NYSCEF and emailed to the Clerk of Part 23, cc'ing all parties, on the effective date.