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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Julian Jones, a resident of New York City, New York, experienced excruciating pain while on vacation in Tulsa. His wife, Jennifer, rushed him to the emergency room at Saint Francis Hospital, an Oklahoma-incorporated medical facility of national stature located in Tulsa. The emergency room medical team diagnosed Julian with acute appendicitis requiring an immediate appendectomy. Within an hour of his diagnosis, Julian went under the knife.

Though the surgery appeared to be successful, unexplained complications arose a few hours later. Julian appeared to be improving, but suddenly took a turn for the worst and died later that day. The autopsy revealed that Julian's treating surgical team, led by Dr. Herman Hampton, inadvertently left a surgical instrument inside Julian's body. The instrument ruptured some of Julian's vital organs, resulting in death.

Jennifer returned home to New York City to plan Julian's funeral and bury him. After the funeral and burial, Jennifer contacted her lawyer, who advised her that she had a medical malpractice claim. Jennifer sued Saint Francis Hospital and Dr. Hampton in a New York federal court based on diversity of citizenship jurisdiction, alleging medical malpractice and seeking economic damages in the amount of \$8.5 million and non-economic damages in the amount of \$1.5 million.

The New York federal court must decide on the law applicable to Jennifer's suit. Should the court apply federal law, New York law, or Oklahoma law? Explain your answer.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Albert Attorney is the sole member of a law firm called "Corporate Legal Specialists" in which he represents corporate clients for transactional legal work. Through his practice, he accrues a small fortune. Albert then forms a company called AA Corp., of which he is the sole member and stakeholder, as an entity through which to invest his personal funds.

Bill Brown and Cecil Cooper are the partners in BC Maple, a small and languishing maple syrup factory. Bill hears about AA Corp. and makes an appointment with Albert. Bill tells Albert that he has a "humdinger" of an idea for a recipe for making a cheap and delicious maple syrup. Upon tasting the syrup sample Bill brings with him, Albert is convinced that the syrup will be a hit.

Bill explains that he will need about \$2 million to build a new facility and buy new equipment and materials. When Albert asks why Cecil has not come along, Bill informs him that Cecil has just sued Bill, seeking to dissolve their partnership and alleging that Bill has unfairly divided profits of BC Maples.

Albert responds that AA Corp. will offer the following terms: 1) Albert will represent Bill in the suit filed by Cecil; 2) Albert will prepare and file the documents to form Super Syrup, LLC, which will be wholly owned by Bill; and 3) Bill will immediately transfer 50% of the units in Super Syrup, LLC to AA Corp. in exchange for \$2 million paid by AA Corp., however, the \$2 million must be repaid to AA Corp. out of the first profits of Super Syrup, LLC.

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Bill agrees. Albert first creates and registers Super Syrup, LLC, then drafts the agreement whereby AA Corp. makes its investment and receives its interest in Super Syrup, LLC. At Bill's direction, Albert enters his appearance as Bill's attorney in the suit between Bill and Cecil, and Albert quickly resolves the case by 1) hinting to Cecil's attorney that Bill is near personal bankruptcy and would be "judgment proof" in any suit, and 2) by conveying to Cecil's attorney Bill's offer to transfer all his interest in BC Maple to Cecil, which Cecil accepts. Albert sends a detailed attorney's invoice to Bill for his work on the lawsuit and on the transactional work, but marks the amount owed as "Discounted to Zero Dollars."

Within six months, the new Super Syrup facility is up and running and bottles of Super Syrup are flying off the shelves. As profits increase and AA Corp's initial "investment" is repaid, Albert begins to feel that his cash reserves and business acumen are the true assets of Super Syrup, LLC, as Bill's recipe is simple and can be easily replicated. Albert, in his individual capacity and without informing Bill, builds another factory which makes syrup using Bill's recipe.

When Bill discovers the existence of the second factory, he angrily alleges that Albert is a "backstabber" and vows to get even. Preemptively, Albert as attorney for AA Corp. and Super Syrup, LLC, sues Bill alleging that his interest in Super Syrup, LLC was wrongfully obtained, as

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the recipe was actually contrived by Albert's personal chef. On the strength of Albert's testimony, he prevails at trial, and Bill is forced out of Super Syrup, LLC.

What potential violations of the Rules of Professional Conduct are presented by these facts? Explain your answer.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Tiny Mouse, a private investor, comes to your office with a Chapter 11 Bankruptcy Petition filed by one of Tiny Mouse's debtors, Angus Melaconi. Angus owns a bakery, Melaconi Cakes that ships animal-shaped cakes nationwide. Angus was friends with Tiny Mouse in college, and Tiny Mouse loaned Melaconi Cakes \$1 million, fully secured by the trucks the business already owned.

Question A:

Tiny Mouse brings you the bankruptcy petition, the loan agreement, and other paperwork. He wants you to represent him in the bankruptcy proceedings. What do you need to establish that Tiny Mouse has a valid secured claim in the bankruptcy? How would he have perfected that security interest? Explain your Answer.

Question B:

Assume the security interest was perfected and a valid financing statement was filed in late 2008. Melaconi Cakes filed bankruptcy in early 2013. Tiny Mouse failed to file a continuation statement and the financing statement lapsed in late 2013. Explain whether Tiny Mouse's loan is secured or unsecured.

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Question C:

During the course of the loan, Tiny Mouse exercised his rights pursuant to the loan agreement to approve or reject certain projects undertaken by Melaconi Cakes. Because of their friendship, Tiny Mouse waived certain fees and penalties called for under the loan agreement, and Angus always made timely payments on the loan, even when the business was defaulting on other obligations. Is Tiny Mouse's loan subject to equitable subordination? What factors would the court consider? Explain your answer.

Question D:

In 2012, when rising sugar prices were straining the business and Angus had been unable to locate financing from other sources, Tiny Mouse provided a new loan to Melaconi Cakes even though it was undercapitalized. The new loan agreement set December 1, 2012 as the due date for repayment, but that date came and went without any demands by Tiny Mouse or requests for postponement by Angus. Is Tiny Mouse's new loan subject to recharacterization? What factors would the court consider? Explain your answers.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

You are presented with the following will:

**Last Will and Testament**

**OF**

*Joe Smith*

*Being of sound and disposing mind and over the age of twenty one years do revoke any former wills made by me.*

*I direct the payment of all my just debts as soon after my death as may be practical, including the reasonable expense of my last illness and burial.*

*I hereby bequeath and devise unto my wife, Susan Smith, all of my estate and property, both real and personal and vehicles, including all life insurance policies in force at the time of my death.*

*I hereby name and appoint Susan Smith as the Executrix of my last will and testament and hereby direct that she shall not be required to enter into or give any security as such and shall not be required to report or account to any court in the matter of administering my estate under the terms of this will, further than to probate this will in common form.*

*Joe Smith*

**Witness:** *Bob Jones*

**Witness:** *Betty Jones*

**Subscribed and sworn to before me a Notary Public this 7<sup>th</sup> day of February, 1995.**

*Jane McFarland*  
**Notary Public**

**My Commission Expires:** *10-26-98*

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The entire will was in Joe's own handwriting except for the bold and underlined words which were typed on a typewriter, the Notary's signature and the expiration date of her commission, which were in the Notary's own handwriting, and the two witnesses signatures were in their own handwriting.

Five years after making the above quoted will, Joe died. His only heirs were his wife, Susan Smith, and an adult daughter born of a previous marriage. Susan Smith is the person who presents you the will.

Questions: (Each question is worth 25 points)

- A. Does the will satisfy the requirements for a holographic will? Explain your answer.
- B. Assuming for this subpart only that the will does NOT satisfy the requirements for a holographic will. Can the will be admitted to probate? Explain your answer.
- C. Assume for this subpart only that the will IS admitted to probate. How will Joe's estate be distributed? Explain your answer and be specific as to what each heir will receive.
- D. Assume for this subpart only that the will is NOT admitted to probate. How will Joe's estate be distributed? Explain your answer and be specific as to what each heir will receive.



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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Ballston, a city in Oklahoma, is growing rapidly and needs a bigger building for its fire department. Ballston recently completed the purchase of a large warehouse from ABC Investments LLC and intends to convert it into a fire station.

Fred Mogul, a real estate developer in Ballston, has filed a request with the City of Ballston seeking a copy of all documents relating to the real estate purchase, including the purchase agreement, any appraisals, all correspondence between the parties, and any internal memorandums of the City of Ballston personnel relating to the transaction.

The City Council of Ballston called a meeting on Labor Day for the purpose of approving the purchase of the warehouse. The meeting was not scheduled in writing by December 15 of the prior year. The City Council met at the mayor's vacation home on Lake Ballston. Every member of the City Council attended the meeting and unanimously approved the purchase. The notice setting forth the time, place, and date of the meeting was proper.

The owner of ABC Investments LLC has contacted you and asked you (A) whether the City of Ballston is required to disclose any or all of the requested records, and (B) whether the approval of the purchase by the City of Ballston is valid. Prepare a brief memo addressing your client's two questions.

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Erin is a new associate at the ABCD law firm. Erin has been practicing for just under a year, primarily in the area of divorce and child custody. Erin's immediate supervisor is Jean, who is a partner at ABCD, and has practiced law for over 10 years in the area of general civil litigation, divorce and child custody.

A potential client walks into the firm and asked to see an attorney "right now." There were no partners available so the receptionist asks Erin to talk with him. The client, Saul, tells Erin that he has a potential criminal problem and she asks him to tell her about it. Saul says he is being investigated for molesting a child which he vehemently denies. Saul is concerned that the police want to search his home computer which has a hard drive containing over 1,000 graphic images of child pornography. Erin asks Saul for a \$10,000 non-refundable fee. Saul pays the money in cash and Erin immediately places the cash in her locked desk drawer. She instructs Saul to bring the computer to the firm and that she will "take care of it." Saul goes to his car and returns with the computer, gives it to Erin, and asks her to ensure that the police will not find the images. She assures him that the images are safe and are covered by the attorney-client privilege. A relieved Saul leaves the office and Erin takes the computer and places it in her office.

The next day, Jean makes it back to the office where Erin tells her the events of the previous day. Jean is concerned about Erin's possession of Saul's computer. She asks Erin to

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view the contents of the computer to ensure the validity of Saul's concerns. Erin obliges and reports that the computer does indeed contain the images that Saul described. Erin also tells Jean of the \$10,000 that Saul paid. Jean seems unconcerned and tells her to place the money in the firm's operating account. Erin does so.

The following day the Oklahoma State Bureau of Investigation (OSBI) calls the firm and tells Erin that they understand that Saul has retained the firm in connection with an investigation into molestation. They explain they have a search warrant signed by a district judge which authorizes them to search any and all computers and ask Erin if she has any computers covered by the search warrant. Based on her conversation with Saul, she denies any knowledge of any computers and further states that she does not have possession of any computers from Saul. Erin then speaks to Jean about the OSBI's inquiry and she responds "You did the right thing, but we should be in a position to truthfully deny that we do have possession of any incriminating images." Jean does not elaborate and Erin accepts this statement without further questions. Based on Jean's statement, Erin destroys the contents of the hard drive in the computer by erasing them. Erin does not tell Jean or Saul of her actions.

The OSBI closes its investigation of Saul and no charges are filed because no corroborating evidence is found. The OSBI sends Erin a letter closing the investigation. Erin informs Saul of the results and he immediately requests the return of his \$10,000 and the

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computer. He tells Erin that he believed the \$10,000 was to defend him against a charge and, since there is no charge, the firm hasn't earned the fee. Further, he tells Erin that all of the financial information for his business is on the hard drive in the computer and he needs that information to continue his business.

Identify and discuss each ethical issue presented by these facts under the Oklahoma Rules of Professional Conduct. Explain your answer.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

Harry (age 33) and Wendy (age 25) have been married for five years. This is Harry's second marriage; he has custody of the one child born during his previous marriage. Harry and Wendy have 2 preschool age children.

Two weeks prior to their wedding in Oklahoma, Harry provided Wendy with an antenuptial agreement. Harry joked that Wendy could keep the custom jewelry business with which she was involved, but it was not addressed in the antenuptial agreement. Harry advised Wendy to go see Harry's Attorney to review the Agreement which she did. Harry's Attorney gave her a copy of Harry's tax returns for the past five years and a complete list of Harry's considerable assets. Harry's Attorney then encouraged her to consult with her own attorney.

Wendy was shocked when Harry gave her the Agreement. She was too embarrassed to call off the wedding and she had no money to hire an attorney to review the Agreement with her. Instead, she discussed the Agreement with her family. She was upset that the Agreement said that she would have to give Harry custody of any children born of the marriage, even though the Agreement stated she would not have to pay any child support. The Agreement also provided that Wendy would not be entitled to any of the assets Harry had acquired prior to their marriage and that she would receive a lump sum payment of \$20,000 in lieu of any alimony or property division should the marriage end prior to ten years. Nonetheless, Wendy signed the Agreement and Harry and Wendy were married on schedule.

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Harry earns \$9,000 per month managing the business he owned prior to the marriage. His ex-wife pays him \$4,000 per month for child support. Wendy made custom jewelry prior to the marriage and had been somewhat successful. Occasionally she has sold a piece of jewelry, but she has not pursued or developed the business since the marriage.

Harry and Wendy move to Texas shortly after the wedding and lived there for four years. Their two children were conceived and born in Texas. One year ago, Wendy and the two children moved back to Oklahoma to be near Wendy's family. Harry and his child from his previous marriage stayed in Texas.

Wendy recently filed for divorce in Oklahoma. The divorce petition was served on Harry in Texas.

After Wendy filed for the divorce, one of Wendy's friends started marketing the jewelry Wendy had made prior to the marriage. The friend managed to get several pieces of Wendy's jewelry featured in major design publications and popular magazines. The friend is encouraging Wendy to set up a design shop and studio, hire several jewelry makers, start mass producing her jewelry, and advertise nationally.

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Questions:

- A. Does an Oklahoma court have jurisdiction to dissolve the marriage? Explain your answer. (20 points)
- B. Under Oklahoma law, is all or any part of the antenuptial agreement enforceable? Explain your answer. (40 points)
- C. Under Oklahoma law, what factors would a court with proper jurisdiction consider in calculating child support? Would a court impute significant income to Wendy in calculating child support? Explain your answer. (40 points)

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In October 2010, Robert Jones applied for a position as manager with Halls and Martin, a retail clothing store, in their retail outlet in the Outlet Mall located West of Oklahoma City. Robert was hired for the position of manager in December 2010, and signed an employment agreement stating nothing more than the title and position that Robert would have, and that Robert would have administrative authority of the day to day running of the retail outlet. However, Nathan Halls, the owner of the store, had told Robert during his first week on the job that he was in charge of all aspects of the retail business, including purchasing inventory.

One afternoon in January 2011, while both Robert and Nathan were at the store, Amanda Sellsman came in with some samples from her company, Da Mata Clothing. Amanda and Nathan knew each other, and Amanda was hoping to sell a new line of men's suits to the store. Amanda didn't know Robert, so Nathan introduced them to each other and then he told Amanda that Robert would be dealing with her on all future orders.

Over the next year, Robert placed multiple orders for suits with various clothing companies, including Amanda and Da Mata. The purchases were based on Robert's independent decisions, and the suits were delivered to and duly paid for by the store.

In October 2012, Nathan called Robert into his office and told Robert that he couldn't purchase inventory anymore. Nathan also told Robert that there was no need for anyone else to know about this, and that Nathan was going to be making all inventory purchases in the future.



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A couple of weeks later, on a Tuesday, Amanda stopped by the store and took Robert to lunch at an upscale French restaurant. Later that afternoon, Robert placed an order with Da Mata for a substantial number of suits. On Friday of that week, Nathan discharged Robert from his duties.

Ten days later, the Da Mata suits were delivered as required by the purchase order. Nathan refused to pay for the order, simply stating that Robert didn't have authority or permission to order the suits.

Question:

For each legal or factual issue raised, identify the issue and discuss how the issue should be resolved. Explain your answer.

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After a long night of drinking, Alex, Bill and Chuck decided to head home. When they approached the home of Jim, a jewelry collector, they notice that all of the lights are off and there are no cars in the driveway. They decide to break into the home and see if the rumors were true of Jim's extraordinary Rolex collection.

Alex, having second thoughts, decides to stay in the car while Bill and Chuck scope out the place. Bill and Chuck enter the home through an unlocked French door. Once inside, Bill and Chuck find the collection and decide to take a watch and a diamond necklace. Bill and Chuck exit the house the same way they came in and join Alex back at his car where they fill him in on what they have done. Unbeknownst to all three men, Jim was sleeping inside the home at the time.

All three men get back in the vehicle and Alex nervously drives away. Shortly after turning off of Jim's street, a police officer notices a broken tail light on Alex's vehicle and pulls him over. When the officer makes contact with Alex, he notices that Alex has slurred speech and red, glassy eyes. The officer asks Alex to exit the vehicle, and as he does, what appeared to be a small glass pipe fell out of Alex's pocket. The officer then has Bill and Chuck exit the vehicle and begins searching the car for drugs. The officer finds a baggie of marijuana in the glove box in front of where Bill was seated. A further search turns up the Rolex watch and diamond necklace. The officer arrests all three men.

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Questions:

- A. Was the officer's search of the vehicle lawful? Explain your answer.
- B. Assuming that the officer's search of the vehicle was valid, what crimes could Alex be charged with? Explain your answer.
- C. Assuming that the officer's search of the vehicle was valid, what crimes could Bill be charged with? Explain your answer.
- D. Assuming that the officer's search of the vehicle was valid, what crimes could Chuck be charged with? Explain your answer.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

On November 1, 2013, default judgment was entered in the District Court of Tulsa County in favor of Andy and against John (your former law school classmate) in the total sum of \$100,000 for damages sustained in an automobile accident. Andy's counsel mailed a copy of the judgment to John on the same day.

On December 1, 2013, Andy's counsel issued a garnishment to First State Bank in Oklahoma City and properly served both parties with all required documents. John immediately called the bank and informed the bank president that the judgment was not valid. Over John's objection, the bank withdrew \$100,000 from John's certificate of deposit and paid the funds in accordance with the garnishment summons.

John has been a resident of Oklahoma County for the past ten years. John was driving through Oklahoma City on the afternoon of March 1, 2010 and as he approached an intersection heading North, Sarah entered the intersection from the East. John swerved to avoid Sarah's vehicle, crossed the centerline and struck Andy's vehicle. Andy and John both suffered minor injuries. Sarah was cited for failure to yield.

On February 28, 2013, Andy sued John (but not Sarah) in Tulsa County and alleged that the accident occurred on March 1, 2011 and that John's negligence was the sole and proximate cause of the accident. An Oklahoma County Deputy served a Summons and a copy of the Petition on John at his home on March 1, 2013. John (who completed Civ Pro I before dropping

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out of law school) reviewed the Petition and concluded that the Tulsa County District Court lacked subject matter jurisdiction since the accident occurred in Oklahoma County and the statute of limitations had expired a year earlier. Aware that he could raise the lack of jurisdiction at any time, John ignored the summons as well as the copy of the judgment he received in early November, 2013.

John denies that he caused the accident and hired your firm today to recover the \$100,000 paid to Andy.

Questions:

- A. Discuss the merits of John's contention that the District Court of Tulsa County lacked subject matter jurisdiction. (30 points)
- B. Explain any legal grounds which might allow you to vacate the judgment, and discuss the likelihood a motion to vacate would be successful. (30 points)
- C. Explain any legal theories which might allow John to recoup all or a portion of the \$100,000 from Sarah and discuss the likelihood of success on the merits (ignore statute of limitations issues). (30 points)
- D. Are the potential claims discussed in subpart C above barred by the statute of limitations? Explain your answer. (10 points)

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The Fourteenth Amendment to the United States Constitution provides, in part, that no state shall “deny any person within its jurisdiction the equal protection of the laws.” This part of the Fourteenth Amendment is referred to as the “Equal Protection Clause.”

In 2008, the voters of State X passed an amendment to the State’s Constitution providing:

“Marriage in this state shall consist only of the union of one man and one woman. Neither this Constitution nor any other provision of law shall be construed to require that marital status of the legal incidents thereof be conferred upon unmarried couples or groups.”

In 2010, a same-sex couple residing in State X applied to the state district court clerk for the issuance of a marriage license. Citing only the 2008 Constitutional Amendment as the substantive grounds, the court clerk refused to issue a marriage license to the couple.

In 2011, the same-sex couple (the Plaintiffs) filed suit in federal district court against the court clerk (the Defendant) claiming that the Constitutional Amendment discriminates against them in a manner that violates the Equal Protection Clause of the Fourteenth Amendment. The Defendant denied that the 2008 Constitutional Amendment violated the Equal Protection Clause.

After extensive proceedings, the district court granted the Plaintiffs’ Motion for Summary Judgment, ruling that the Constitutional Amendment violated the Equal Protection Clause of the Fourteenth Amendment by denying same-sex couples the right to receive a state marriage

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license. The Defendant has appealed the district court's ruling to the appropriate United States Circuit Court of Appeals.

Questions:

- A. Discuss the "equal protection" arguments the Plaintiffs should make on appeal to the Circuit Court in support of the district court's ruling that the Constitutional Amendment violates the Equal Protection Clause. Include in your discussion a general analysis of the meaning and purpose of the Equal Protection Clause.
- B. Discuss the "equal protection" arguments the Defendant should make on appeal to the Circuit Court in seeking a reversal of the district court's ruling. To the extent not already addressed in your answer to Question A, include in your discussion a general analysis of the meaning and purpose of the Equal Protection Clause

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Since he lost his job at a bank two months ago, Sam has been trying to make a little money selling jewelry while going to school part-time. To make the jewelry, he turns colorful fishing lures into quirky necklaces. He is looking for a retail jewelry store to carry them, but for now he has had great success selling them on eBay. Each necklace takes 50 lures and sells for \$300. He knows next to nothing about fishing, but that hasn't stopped him from buying lures online from Bass Bait Corp., a national wholesaler, for \$5 each, or \$250 for a set of 50.

Because of Sam's high volume of purchases, Sam recently got a phone call from a Bass Bait Corp. representative who offered him a special deal. If he would agree to use exclusively Bass Bait Corp. lures in his business, Bass Bait Corp. would sell him lures at the guaranteed low price of \$3 per lure for the next 12 months. The representative did not ask, and Sam did not explain, what Sam was doing with the lures. Sam had no interest in other lure suppliers because only Bass Bait Corp. manufactured lures that were suitable for his jewelry so Sam thought this was a great deal and accepted. The representative gave Sam a promotional code to use when ordering lures online so that he could get the discount and Sam immediately placed an order online for 2,000 lures which cost \$6,000 after the discount, a savings of \$4,000. Because the order was so large, Sam then sent the representative the following email:



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Thanks for your call today. This will confirm that I will be taking you up on your offer to sell to me lures at \$3 each. I just placed an order online for 2,000 lures. Sincerely, Sam

Motivated by the prospect of extra profits, Sam spent the next two weeks focusing on pre-selling necklaces that he could make quickly when the discounted lures arrived. Using photos of identical necklaces he had already made, he managed to sell 40 necklaces, which would take all of the 2,000 lures on order. At \$3 per lure, he expected to make \$12,000 in gross receipts and \$6,000 in profit.

After those two weeks, the representative from Bass Bait Corp. called again. He explained that the company had learned that Sam was making necklaces with the lures rather than selling them to people going fishing and that Sam didn't qualify for the discount because he was not a lure retailer. The representative also remarked that Bass Bait Corp. didn't want to be associated with the necklaces because they were in poor taste. As a result, he said the company was cancelling his order for 2,000 lures and in the future would not be giving Sam the discount they had discussed two weeks earlier.

Having already lined up customers for 40 necklaces, Sam went ahead and placed an order with Bass Bait Corp. for the 2,000 lures at \$5 per lure, for a total of \$10,000. He sold all 40 necklaces at \$300 each, for a total of \$12,000 in gross receipts and \$2,000 in profit. Based on

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this volume, he estimates that he could sell 500 necklaces in twelve months, which, at \$5 per lure, would give him about \$25,000 in annual profit.

Questions:

- A. Will Sam prevail if he sues Bass Bait Corp. for breach of contract? Explain your answer. (80 points)
- B. Assume for this subpart only that Sam prevails. How would a court calculate his damages, if any? Explain your answer. (20 points)

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Question Part A:

Joe and Scott have a business together. The business is not a limited liability company, but they want the business to now be a limited liability company. Assume that Joe and Scott can legally convert the subject company to a limited liability company. How is that accomplished? What document or filing is necessary to accomplish their goal, and what are the contents of that document or filing? Explain your answers.

Question Part B:

Think about an annual certificate for a limited liability company, and explain your answers to each of the following questions:

- 1) What is an annual certificate?
- 2) What is the cost, if any, for filing an annual certificate, and where or in what office, if any, must the certificate be filed?
- 3) What is the penalty, if any, for failure to file an annual certificate?
- 4) Is any notice provided to the company by the State of Oklahoma regarding an annual certificate? If not, disregard the next sentence. If notice is required, what state agency, agent, office or entity provides the notice, what kind of notice is it, and how much notice is to be provided (i.e. a time period)?

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- 5) Is there a specific due date for the annual certificate? If not, disregard the next sentence. If a specific due date is required, what is that date?

Question Part C:

Explain the legal grounds under Oklahoma law for the dissolution of a limited liability company.

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THIS IS A 30-MINUTE QUESTION CARRYING MAXIMUM GRADE POINTS OF 100.

The Wewoka Times (“The Times”) is a daily newspaper with 6,500 paper subscribers and approximately an equal amount of subscribers via the internet edition. The Times is owned by a holding company, Media Mid Country, Inc. (“MMC”) that is based in Kansas and owns and operates newspapers across the country. The Times has been doing an investigatory piece on alleged corruption in the Wewoka Police Department. A series of articles and editorials on the matter have been regularly published over the last six months. The staff writer primarily responsible for the series is Stan Gilchrist, who has worked for The Times for one year. He has no prior journalism experience, having been a salesman of computer equipment for the prior 7 years and before that, he coached football as Assistant Head Coach at Wewoka High School. He is a 1994 graduate of the Oklahoma City University where he majored in political science. As an incidental matter, he was terminated at his job selling computer equipment in light of allegations of sexual harassment and those allegations resulted in an EEOC investigation which is still pending.

On January 6, 2013, the Times published an article prepared by Mr. Gilchrist which said, in part: “James Raley, Chief of the Wewoka Police Department, obstructed an investigation of the Oklahoma State Bureau of Investigation by withholding evidence in a drug conspiracy case. Unidentified sources have stated that Chief Raley retrieved, without signing the required written consent from the property room, 3 kilos of cocaine that had been seized in a Wewoka Police

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Department drug raid. Chief Raley was unavailable for comment.” On February 15, an editorial appeared in The Times, written by Managing Editor Janet Reid, opining: “We view Chief Raley as irresponsible, not accountable to our citizens, and probably guilty of a variety of crimes involving obstruction of justice and misappropriation of drugs stored as evidence for drug prosecution.”

Chief Raley filed suit in the state district court for libel per se against MMC, The Wewoka Times, Stan Gilchrist and Janet Reid. You represent all defendants.

Questions:

- A. To what extent, if any, are each of the defendants liable for libel per se? Explain your answer and include a description of the defenses available to each defendant.
- B. What damages can Chief Raley hope to recover? Explain your answer.

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Paul Wilson, a widower, had owned and farmed Blackacre for 50 years. In 1992, he fenced the entire property placing the fence where he thought the property lines were located. In December, 2010, Paul signed a form deed he got off the internet deeding Blackacre to his granddaughter, Jane Wilson, and he put the deed in a desk drawer in his home. The deed was not notarized. Jane found the deed one day, which Paul told her was because he wanted her to have the family farm 'when he was gone.' In June, 2011, Paul became ill and was hospitalized. During Paul's hospital stay, Jane took the deed from Paul's desk drawer and got a friend who worked in the County Clerk's office to file the deed of record. Paul recovered but found he needed money to pay the hospital bill. In January, 2012, Paul executed a Quitclaim Deed before a notary conveying Blackacre to Bud Brown, reserving a life estate to himself, and receiving \$25,000 for the transfer. Bud promptly filed his Deed with the County Clerk. Paul died in October, 2012.

In February, 2013, Tom Smith bought land adjoining Blackacre and obtained a new survey. Tom tore down the fence separating Blackacre from his newly acquired land, and began to build a new fence 30 feet on the Blackacre side of the fence Paul had built, which Tom's survey showed to be the true property line.

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Jane comes to see you for advice. She wants to claim ownership of the property as Paul told her he intended. She also wants to stop Tom's activities and restore the fence along the old property line. In your research, you discover the deed to Bud Brown.

Questions:

- A. Does Jane own Blackacre? Can Jane take any action regarding the ownership of Blackacre and the new fence? Explain your answers.
- B. What are Bud Brown's rights in Blackacre? What actions can Bud take regarding the ownership of Blackacre and the new fence? Explain your answers.
- C. Discuss the dispute regarding the fence line and explain the rights of each landowner and who should prevail.



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In 2010, Al came to Oklahoma on vacation. Al was a legal resident of California, is a widower, and has four grown children. While in Oklahoma, Al “fell in love with”, and purchased a lake home on Lake Keystone. He remained a legal resident of California but began spending much of his time at his lake home in Oklahoma.

Al died in 2013 while at his lake house in Oklahoma. You have received this information from Betty, who has come to you for legal advice. She tells you she has been living in Al’s lake house since shortly after he purchased it and Al has stayed in the house with her whenever he is in Oklahoma. While they were never “legally” married, she claims they were common law husband and wife. She shows you evidence of a checking account in their names as husband and wife, as well as mail they had received as husband and wife. While they have continued to file income tax returns separately and as single people, Betty also advises you that their lake friends would all testify that Al and Betty “held themselves out” as husband and wife.

Betty further advises you that Al died intestate, according to conversations she has had with Al’s children. Betty also tells you that Al has no property remaining in California, having sold his home there to help pay for the lake house and having transferred his other investment accounts and bank accounts to Oklahoma.

Through your own legal research, you are satisfied that while California does not recognize common law marriage, it recognizes any marriage validly entered into in another jurisdiction. You have also confirmed with Al’s children that to their knowledge Al died without

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a will. Al's son, Carl, advises that he will be coming to Oklahoma to retain an attorney and petition to be appointed as administrator of Al's estate.

Betty asks for your opinion and advice.

Questions:

- A. Can Al's estate be administrated in Oklahoma since he died a legal resident of the State of California? If so, where in Oklahoma would the administration be filed? Would any administration be necessary in California? Explain your answer.
- B. Can Betty establish the existence of the common law marriage with Al in Oklahoma even though Al was a legal resident of the State of California, in order to share in Al's estate? Explain your answer.
- C. Assume for this subpart only that Betty cannot establish a common law marriage to Al. What rights would she have in Al's estate? Explain your answer.
- D. Assume for this subpart only that Betty can establish the existence of a valid common law marriage. What rights would Betty have in Al's estate? Explain your answer.
- E. Even though Al's son, Carl has advised he is going to petition the Court for Letters of Administration, if Betty establishes a common law marriage, can she be appointed Personal Representative of the estate under Oklahoma law and claim a Personal Representative's fee? Explain your answer.