

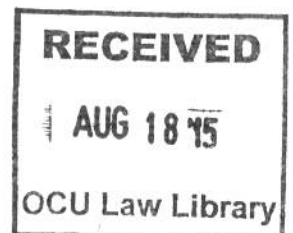
QUESTION NO. 1 (Page 1 of 2)

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

An urban tract of land consisting of approximately 30,000 sq/ft in area was located on a corner adjacent to an arterial street in Oklahoma City, Oklahoma. The land was used for school purposes until May 1964 when the school district abandoned the tract and removed the improvements.

Prior to such abandonment, A-1 Equipment Company ("A-1") acquired title to adjoining tracts and, following the abandonment by the school district, A-1 acquired a quit claim deed from the previous grantor of the school district land. In October, 1964, A-1 erected a sign on the former school property stating that it was the "future home of A-1 Equipment Company" and enclosed the property with a chain link fence.

Robert Nasay obtained a conveyance to the former school property from the school district in February, 1965 and later that month, interposed an ejectment and trespass action against A-1. Nasay prevailed at the trial court level and recovered a judgment against A-1 for trespass and for damages. A-1 appealed the judgment to the Oklahoma Supreme Court.



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QUESTION NO. 1 (Page 2 of 2)

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

Questions:

- A. What are the elements of trespass to real property?
- B. Should A-1 or Nasay prevail on the appeal? Explain your answer.
- C. Are the actions of A-1 in asserting its rights to the property under a good faith belief that it owned the property a defense to a claim of trespass to real property? Explain your answer.
- D. What is the measure of damages for trespass to real estate?
- E. Under what circumstances may treble damages be awarded for trespass to real estate? Explain your answer.
- F. Under what circumstances may punitive damages be awarded for trespass to real estate? Explain your answer.

QUESTION NO. 2 (Page 1 of 3)

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

Harry executes a will in 2006 leaving all of his estate to his wife Wilma, if she survives him, and if she predeceases him, then to his children. Steve and Debbie, are his children of Wilma, and Sam and Dina are Harry's children from a prior marriage. Donna is also Harry's daughter and was conceived when Harry had an extra-marital affair, but Harry does not know that Donna is his daughter.

In 2008 Harry, angered by Dina's life choices, executed a new will which expressly revokes the 2006 will and expressly disinherits Dina, leaving the entirety of Harry's estate to Wilma, if she survives him, and if she predeceases him, then to Steve, Debbie and Sam, share and share alike.

Steve dies in a boating accident in 2011. Steve's heirs at the time of his death are his spouse Penelope and his two children, Gary who is Steve's natural son, and Gus whom Steve legally adopted. Harry blames Sam for Steve's death (Sam was driving the boat at the time of the accident), and Harry executes a new will in 2012 that expressly disinherits Sam and bequeaths the entirety of Harry's estate to his wife Wilma, if she survives him, and if she predeceases him, then the entire estate to his daughter Debbie. This 2012 will makes no mention of Dina, Steve or Steve's children and is silent as to the revocation of prior wills.

QUESTION NO. 2 (Page 2 of 3)

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

Wilma files for divorce in January 2014 and the divorce is finalized later that year. Harry died last month shortly after Harry and Sam reconciled. After Harry died, Harry's 2012 will is found on top of his home office desk cut into two pieces. Harry is survived by Wilma, Sam, Debbie, Dina, Donna, and by seven grandchildren, including Gary and Gus. Sam claims that the 2012 will was properly revoked, with the effect that the 2008 will was revived. Debbie claims that the 2012 will was not revoked and that Sam is not entitled to any share of Harry's estate. Dina, who remained estranged from Harry until his death, claims that Harry died intestate, and that she is entitled to a share of Harry's estate under the Oklahoma laws of descent and distribution. Both the 2008 and the 2012 wills have been offered for probate.

Donna learns that Harry is her biological father shortly after Harry's death. Donna is independently wealthy from her personal business successes, and she wants no part of Harry's estate. Donna's own will provides that upon her death, her estate will be divided into three equal parts, with one part to her daughter Gertrude, one part to her step-son Gordon, and one part to her favorite charitable organization.

Assume that all statutory formalities were properly followed for each will signing and that each will was a valid testamentary instrument under Oklahoma law as of the time of execution.

QUESTION NO. 2 (Page 3 of 3)

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

Questions:

- A. Which of Harry's wills, if any, should be admitted to probate? Explain your answer.
- B. Name each person who will inherit a portion of Harry's estate if the 2012 will is admitted to probate, and what portion each would receive. Explain your answer.
- C. If the court finds conclusive evidence that Harry revoked all of his wills prior to his death and that he therefore died intestate, to whom, and in what proportions, should Harry's estate be distributed? Explain your answer.
- D. What must Donna do to disclaim all interest in Harry's estate? Explain your answer.
- E. If Donna does legally disclaim her interest, would that change your answer to question C above? Explain your answer.

QUESTION NO. 3 (Page 1 of 1)

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

Al, Bob and Carl come to you for advice regarding their business. They are considering opening a restaurant and want your advice concerning general corporations and limited liability corporations. They ask you to explain the differences and similarities of the two, and to talk about the characteristics of corporations in general.

Questions:

Explain to Al, Bob and Carl your understanding of each of the following:

- A. The attributes of a general cooperation, including individual liability, management or control, transfer of ownership interest, and income tax consequences.
- B. The attributes of a Limited Liability Corporation, including individual liability, management or control, transfer of ownership interests, and income tax consequences.
- C. The process of formation of each, including the information necessary to complete and file.
- D. The powers generally granted to each.

QUESTION NO. 4 (Page 1 of 2)

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

John Green owns a commercial building in Oklahoma County. In March 2014, Green's building was destroyed by fire. Local officials determined the cause of the fire was arson but no arrests were made.

Green filed a claim with his insurance carrier, Oklahoma Mutual Insurance Company ("OMIC"). OMIC hired an investigator to conduct a full investigation. The investigator informed OMIC that Green had recently lost his only tenant and the property was in foreclosure. The investigator believes that Green was responsible for the fire. OMIC denied Green's claim.

Green sued OMIC in state court seeking \$1,000,000 in damages for bad faith breach of his insurance contract. Your firm has been hired to defend OMIC. Address the following issues which have arisen during the litigation:

Issue A: An associate in your firm is taking the deposition of Green. During the deposition, the following exchange occurs:

Q: Identify any actions taken by OMIC which support your claim that OMIC acted in bad faith in the handling of your claim.

A: (Green did not answer but stared at the table for nearly ten seconds.)

After Green's long pause, his lawyer stated "Objection. Counsel, do you mean other than OMIC's failure to properly investigate the claim and wrongfully accusing my client of arson?"

In response to a follow-up question seeking specific facts relating to the allegations contained in the Petition, Green's counsel stated, "Objection. The question calls for a legal conclusion and I

QUESTION NO. 4 (Page 2 of 2)

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

am instructing my client not to answer.” The associate takes a break in the deposition and calls you for direction.

1. Discuss the validity of the objections under the Code of Civil Procedure. Explain the advice you will provide to your associate. (30 points)

Issue B: At trial and during your cross-examination of Green, you inquired about his 2008 conviction for embezzlement. According to court records, Green pled guilty and was sentenced to a three (3) year suspended sentence. The trial judge sustained an objection by Green’s lawyer, and ruled that the evidence was not admissible for impeachment since Green served no jail time.

2. Was the Judge’s ruling proper? Explain your answer. (20 points)
3. What actions should you take to preserve this evidentiary issue for appeal?
Explain your answer. (20 points)

Issue C: The jury returned a substantial verdict in favor of Green, and OMIC filed a timely appeal. Three months after filing the appeal, OMIC’s investigator called to tell you that the Oklahoma County Sheriff arrested a local teenager who confessed to starting the fire. In his confession, the teenager stated that Green paid him to set the fire.

4. Since the judgment is now final, can you present this evidence? If so, how?
Explain the likely outcome of your efforts to bring this to the Court’s attention.
(30 points)

QUESTION NO. 5 (Page 1 of 2)

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

- A. Joe comes into your office and asks for legal advice regarding his proposed business plan. In response to questioning, you learn Joe's business has no assets and is not making any money. Joe adds that he heard he needed an LLC. Advise Joe as to whether he needs an LLC. Explain to Joe what an LLC is, and what it can and cannot do for him. Explain your answer.
- B. Assume for this subpart only that Joe tells you he has been in business for several years, is actually making a nice profit on the business, and now has many assets and no business partners. Given these fact changes, explain how your answer would change from what you told Joe in Question A above.
- C. Assume for this subpart only that Joe is looking to expand his business operations significantly and to do so, he will need another person who is willing to put up the money to finance these expansions. What advice do you give Joe regarding his business objectives? Explain your answer.

QUESTION NO. 5 (Page 2 of 2)

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

- D. Assume for this subpart only that Joe has had a business partner, Bob, since the very beginning of the business, which is currently making a little money. At the end of each month, Joe and Bob set aside some operating capital, the remainder of each month's profits is split down the middle 50-50. What type of business relationship do Joe and Bob have? What advice do you give them regarding their business? Explain your answer.

QUESTION NO. 6 (Page 1 of 4)

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

The Town of Flower is a small community that is located near Capital, a larger metropolitan city. Over the years Flower has become known as an “artist friendly” community. Many artists have come to Flower and opened shops and galleries along three blocks of Canvas Street, between the historic town square and 3rd Street. Flower’s main community event is an annual, week-long arts festival, which always draws a large crowd. During the annual arts festival, Flower blocks off Canvas Street between the town square and 3rd Street. Except for the week of the annual arts festival, Flower’s economy has seen an economic downturn in recent years.

The Flower board of trustees meets to discuss how they might revive the town’s economy. One trustee mentions how the nearby city of Capital has seen an increase in the number of food trucks, and that food trucks seem to draw customers. The trustees also discuss how Flower is already a destination for consumers during the annual arts festival. The town trustees decide to convert the three blocks of Canvas Street between the town square and 3rd Street into a permanent pedestrian friendly area to hold an arts festival and accommodate food trucks. The trustees vote to conduct an arts festival/food truck gathering each weekend from May through September, to be called the “Canvas Street Festival.” In addition to inviting artists from across the state, Flower will encourage food trucks to park in the Canvas Street Festival area during the weekend festivals.

QUESTION NO. 6 (Page 2 of 4)

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

The Town of Flower permanently closes the three block area of Canvas Street to vehicular traffic, and spends \$3 million transforming the lack-luster street into a pedestrian tourist destination. The existing street and sidewalk are torn up, various underground infrastructure elements are installed, the street is decoratively repaved as one large promenade, and a canopy is placed high above certain parts of the street to create a glamorous pedestrian friendly zone. Quaint street lights are installed to keep the area well-lit in the evenings. At each end of the Canvas Street Festival area, decorative barriers are installed to prevent vehicular traffic from entering the new pedestrian area. One barrier can be moved to allow food trucks to enter. The new Canvas Street Festival area is designed to hold artists' booths on its edges, and to allow food trucks to park down the center of the pedestrian mall. The street continues to play its old role as a pedestrian thoroughfare. It also continues to function as a commercial and arts district, with shops and stores on both sides of the pedestrian area.

The Flower board of trustees are concerned that this new venue, designed to accommodate as many as 5,000 pedestrians, will also attract panhandlers, beggars and solicitors. Worried that aggressive panhandlers or solicitors will disrupt the comfortable environment that the town is seeking to create, and discourage both tourists and businesses from visiting the "Canvas Street Festival," the town enacts the following anti-solicitation ordinance:

QUESTION NO. 6 (Page 3 of 4)

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

Ord. §20-101. Prohibited Conduct in Canvas Street Festival Zone.

- a. The “Canvas Street Festival Zone” shall be defined as that portion of Canvas Street lying between the town square and 3rd Street.
- b. Solicitation within the Canvas Street Festival Zone is prohibited. Solicitation in violation of this ordinance shall constitute an offense, and upon conviction shall be punishable by a fine not to exceed Five Hundred and No/100 Dollars (\$500.00).
- c. For purposes of this ordinance, the term “solicitation” shall mean to ask, beg, solicit or plead orally for the purpose of obtaining money immediately for oneself or another person or organization.

The board of trustees recognize that the ordinance only prohibits requests for money immediately. The trustees believe that oral requests for future donations or written requests for donations either now or in the future are less threatening or intrusive to pedestrians.

After completing the Canvas Street renovations and adopting the anti-solicitation ordinance, the Town of Flower is set to kick off its first Canvas Street Festival.

A group, Healthy Adults for Responsible Eating (“HARE”), regularly sends its members to festivals and events to share their views on healthy eating and to protest against

QUESTION NO. 6 (Page 4 of 4)

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

eating “junk” and “processed” food. The members generally pass out handbills and orally solicit immediate contributions to HARE, although their flyers also provide information to send in a donation in the future. After learning of Flower’s anti-solicitation ordinance, the president of HARE comes to your office to seek advice on whether HARE can challenge the ordinance as unconstitutional.

Assume that the Town of Flower is subject to the Oklahoma and U.S. Constitutions.

Questions:

- A. What clause(s) of the Oklahoma and/or U.S. Constitutions are implicated by the facts that HARE has presented to you? Explain your answer.
- B. What standard of review should be applied in determining whether the anti-solicitation ordinance violates any provision(s) of the Oklahoma and/or U.S. Constitutions? Explain your answer, including how you determined the applicable standard of review.
- C. Does the Flower anti-solicitation ordinance violate any provisions of the Oklahoma and/or U.S. Constitutions? Explain your answer.

QUESTION NO. 7 (Page 1 of 3)

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

Wife is stuck in an unhappy marriage. Over the past year, Husband has spent over \$100,000 on drugs and checking in and out of rehab. She finally decides to get a divorce and moves into Sister's house. She is astonished when she visits a divorce lawyer and learns how much money and property Husband could get in a divorce.

Instead of getting a divorce, she decides to kill Husband and collect his life insurance policy, which she has determined is the amount he owes her anyway. She calls him and tells him she will return his valuable baseball card collection if he will come pick it up at Sister's house. She tells him to come on in when he gets there because she may be working in the backyard. She then gets her gun, positions herself directly behind the front door, and waits for him to arrive.

When Husband walks through the door, Wife hesitates just long enough for him to realize what is going on, and he lunges at her. She fires one bullet, grazing his arm, before he tackles her to the ground and they begin to struggle over the gun.

During the struggle, Sister arrives home from work unexpectedly early. Upon seeing the fight in the living room, she immediately calls 911. She yells her address into the phone and says, "Oh no! I knew my sister would do something crazy! Please hurry!!!"

As Sister hangs up the phone, the gun goes off, and the bullet strikes Sister in the chest. She dies within a few minutes.

QUESTION NO. 7 (Page 2 of 3)

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

When Officer and his partner arrive, Husband is waiting on the porch with his head in his hands and the gun lying in front of him. Inside, they find Wife lying over Sister's body and sobbing, "What have I done?" After taking a brief statement from Husband, Officer and his partner place Wife under arrest and drive her to the police station, leaving other investigators at the scene to collect evidence.

On the way to the police station, Officer and his partner are having a difficult time discussing last night's ball game due to Wife's loud sobbing. She keeps repeating, "What was I thinking?" Getting annoyed with her carrying on, Officer asks, "Why'd you want your husband dead so bad anyway?" Wife responds, "All over stupid money. Now I'll never see my sister again, and it's all my fault."

They then arrive at the station, where Officer escorts Wife into an interview room. He advises her that she has the right to a lawyer and to remain silent. She tells him she wants to talk to an attorney. He then ceases the interview and escorts her to a cell.

You are a newly hired Assistant District Attorney. Your boss, the District Attorney, comes to you with the above information and the following questions:

QUESTION NO. 7 (Page 3 of 3)

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

Questions:

- A. What is the most severe charge that the State can file against Wife for the death of Sister? Explain your answer.
- B. What charge(s) can the State file against Wife for her actions against Husband? Explain your answer.
- C. What charge(s) can the State file against Husband, if any? Explain your answer.
- D. Are the statements Sister made to the 911 operator admissible against Wife at trial under the Confrontation Clause? Explain your answer. (The District Attorney is well versed in the Rules of Evidence, and only wants to know how the Confrontation Clause specifically may affect admissibility.)
- E. Are the statements Wife made in the police car admissible against Wife at trial? Explain your answer.

QUESTION NO. 8 (Page 1 of 2)

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

PluCo is a commercial plumbing company located in Okmulgee, Oklahoma. PluCo routinely performs plumbing services for House of Hope, LLC (House), a residential developer, which has its principal business location in Sapulpa, Oklahoma.

PluCo and House negotiated and signed a contract in Oklahoma which required PluCo to construct water distribution facilities needed to serve House's new 40 unit residential development in Kansas. The contract called for all of PluCo's work to be completed within six (6) months from the date the contract was signed. The contract did not name a jurisdiction whose law was to govern the contract's interpretation/application in case of a dispute.

In order to maximize its chances to timely perform the contract, PluCo employed numerous plumbers who were Kansas residents. PluCo also temporarily moved its Oklahoma employees to Kansas. Due to unforeseen circumstances, PluCo could not complete the contract. House had to replace PluCo on short notice with another contractor, causing House to spend \$50,000 more than it had agreed to pay PluCo.

House came to your law office and asked you to file a breach of contract case against PluCo to collect damages and related expenses.

In your research, you learn that Oklahoma generally recognizes the type of circumstances experienced by PluCo (unforeseen circumstances) as a defense to a breach of contract action. Kansas does not recognize such a defense.

QUESTION NO. 8 (Page 2 of 2)

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

You elect to file the breach of contract action in Kansas District Court. PluCo's lawyer files a Motion to Dismiss alleging, in part, your failure to state a cause of action and lack of jurisdiction.

Questions:

- A. Explain the several legal bases you will assert when asked by the trial judge why Kansas law, not Oklahoma law, should govern the subject contract. Explain your answer.
- B. Explain the several legal bases you would assert if you were PluCo's lawyer and you were asked by the trial judge why Oklahoma law, not Kansas law, should govern the subject contract. Explain your answer.

QUESTION NO. 9 (Page 1 of 1)

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

Sam Smith owns a company that sells wholesale shoes. For the Independence Day holiday, Sam decided to invite owners of certain shoe stores for a party. Although many were invited, only three people were in Sam's backyard the day of the party. Sam was, of course, disappointed. He was even more disappointed by the following:

Suzy Jones, the owner of a shoe store, was an invited guest. During the party, she slipped and fell on a banana peel in the kitchen thereby injuring herself. All other guests were able to avoid the banana peel due to the fact that the yellow banana peel stood out against the black floor.

Jim Jones, the husband of Suzy, was present at the party as he needed something to do on the holiday. Although Sam was not aware Jim was coming, he was told he was welcome once Sam saw him. Unfortunately, Jim stepped in a gopher hole in the backyard, thereby injuring himself. Sam had no knowledge of the gopher hole.

Thomas Trespasser was also present in the backyard, hiding in the bushes. He had hoped to spy on his former wife, Suzy Jones. A brick came loose from the house, hitting Thomas in the head, thereby injuring him.

Questions:

- A. Who may Suzy Jones sue and for what causes of action, if any? Explain your answer.
- B. Who may Jim Jones sue and for what causes of action, if any? Explain your answer.
- C. Who may Tommy Trespasser sue and for what causes of action, if any? Explain your answer.

QUESTION NO. 10 (Page 1 of 1)

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

Zack Smith, a resident of Oklahoma City, noticed a full page advertisement in his local newspaper for Car Dealership USA that included a picture and listing for a new 2015 model of his favorite pickup truck. The ad listed the truck for the low, low price of \$17,000. Zack immediately went to the dealership to purchase this truck because he knew it was a great deal. He arrived at 8:15am, which is 15 minutes after Car Dealership USA opens for business.

When Zack arrived, the salesman informed him that the dealership had just sold that particular truck a few minutes earlier. However, they had a similar truck for sale that cost \$20,000. It was also a new 2015 model of his favorite truck. Zack, although disappointed and frustrated, agreed to look at it. The salesman informed Zack that he was lucky that the original truck was unavailable because it was not a good truck anyway. Moreover, he said the more expensive truck was in mint condition. Zack ended up purchasing the truck for \$19,500. The truck came with a 36 months bumper to bumper warranty.

When driving the truck home, Zack noticed the engine was making loud noises. Several days later, he returned to the dealership and asked them to look at the engine. Over the next eight days, Zack took his truck to the dealership for service on the engine four different times. Zack eventually performed some research and discovered that the original engine had been replaced with an engine from a salvage yard.

It has been two weeks since Zack purchased the truck. He has called your office and asked you what legal options are available to him in this situation. Please advise Zack.

QUESTION NO. 11 (Page 1 of 2)

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

Betty and Don were married and lived in Oklahoma for 12 years until they were divorced. The parties had two minor children, ages 9 and 5. The Oklahoma Decree of Divorce granted joint custody to the parties, with the children spending one full week with Betty and then a full week with Don, rotating back and forth. Don was ordered to pay one thousand dollars (\$1,000.00) a month in child support, which he paid regularly.

Four years after the divorce, Don, who is an excellent father, was laid off from his job. One week later he found a high paying job in the same field in California. Due to the recent DUI she received while driving the children, Betty agreed to allow the children to live in California with Don for the summer, as long as the children returned to Oklahoma in the fall to attend school. Don agreed.

Don immediately stopped paying child support upon taking the children to California. This made it difficult for Betty to pay rent, so she moved in with her parents. Instead of returning the children as he promised, Don decided to enroll the children in a California school.

The children have now lived in California for 5 months. Betty has approached you about filing a motion to modify for full custody, but she wants to wait 2 months to file in order to allow her DUI conviction to be expunged. She says that the older child (now 13 years old) wants to stay in California with her dad to pursue a career in professional surfing. The younger daughter (now 9 years old) definitely wants to be with her mother. The kids' grades have dropped

QUESTION NO. 11 (Page 2 of 2)

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

significantly since moving to California, but Don believes it is because the schools might be more difficult in California than in Oklahoma.

Questions:

- A. What state has jurisdiction over the motion to modify? Explain your answer. (20%)
- B. Should Betty wait two months to file her motion to modify, or should she file it immediately? Explain your answer. (20%)
- C. What legal standard should be applied in assessing any custody change for the children? Explain your answer. (20%)
- D. What facts should be considered in any request to change custody? Explain your answer. (20%)
- E. Is Betty due any child support from Don? Explain your answer. (20%)

QUESTION NO. 12 (Page 1 of 2)

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

Andy "Trey" Anderson, III is an eighteen year old recent high school graduate who loves nothing more than working on the cattle ranch in rural Western Oklahoma owned by his paternal grandfather, Andy "Senior" Anderson, Sr. Trey, his father, Andy "Dub" Anderson, Jr., and his mother, Cindy Anderson, have lived on this ranch since Trey's birth. Senior's wife passed away before Trey was born, and Senior never remarried. Dub was Senior's only child.

Senior died. The day after Senior's funeral, Trey notices a "For Sale" sign in front of the ranch house. When Trey asks Dub about this, he refuses to talk to Trey about the matter, telling Trey he's too young to worry about such things, and similar questions to Cindy yield similar non-answers.

Trey skips school the next day and drops by Barry Barrister's office unannounced. Barry has been the Anderson family's lawyer for years. Barry ushers Trey back into his office. Before Barry can sit down, Trey asks Barry why his parents are selling the house. Barry tells him that if Trey doesn't know, he's not sure he can talk to Trey about it without Dub present. When Trey begins to weep, Barry relents and tells him that Dub is tired of living so far from metropolitan life and wants to sell the ranch to make enough money to move to Chicago.

Trey then asks what Cindy thinks about this. Barry tells him that Cindy is not his client. Perplexed, Trey asks why. Barry replies, "Well, I guess its public record. Your mom and dad were divorced a week before Senior passed away, and I represented your dad."

QUESTION NO. 12 (Page 2 of 2)

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

Trey asks if there will be any court proceeding regarding Senior's estate. Barry replies that Senior, before his death, had conveyed everything he owned to a trust of which Dub was the sole beneficiary. Barry had been Senior's estate planning attorney and prepared the trust.

Barry then goes on to tell Trey that Senior, on his deathbed, had secretly given Barry an envelope with \$100,000 in cash, and told him to give it to Trey and not tell a soul. Trey, in his bewilderment, takes the envelope from Barry and hands Barry back \$1,000, telling him thanks and asking him not to tell Dub or Cindy about their meeting or the cash. Barry takes the cash from Trey and agrees it will be just between them.

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

QUESTION NO. 13 (Page 1 of 1)

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

Chris comes to your office and informs you that his father, John, passed away on January 1, 2015. John left a Will that was validly executed in 1978. The Will leaves everything to John's wife, Lisa. The Will also provides that if John's wife, Lisa, predeceases him, then he leaves everything equally to his four children. Chris informs you that Lisa passed away in 1994 and that John re-married in 2000 to Mary. At the time of John's death, John and Mary had been separated for approximately five years, but never divorced. Chris wants to know what his rights are, and what (if any) interest Mary might have in John's estate.

Questions:

- A. If Mary waives any right she may have to inherit from John's estate, how will John's estate be distributed according to the Will? Explain your answer.
- B. What right, if any, does Mary have to inherit from John's estate, assuming she does not waive any such right? And what, if anything, will John's children receive? Explain your answer.

QUESTION NO. 14 (Page 1 of 4)

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

Larry Lawnmower owned 2 small businesses, a lawn mowing company and a landscaping service. Larry's son Mark helped each summer with both businesses. Larry enjoyed having him around, but Larry didn't like driving him around because Mark wasn't old enough to drive. Larry had done research on the internet and had developed a written contract that all of his customers signed. Because Larry had problems with his landscaping and mowing customers before, and wanted to penalize them for breaching his contract, the contract had (in very small print) a liquidated damages clause that set the damages at \$50,000 if the customers terminated the contract or didn't pay. The contract also had a choice of law clause indicating that Oklahoma would be the choice of law if there were any disputes.

Walter and Olivia Baxter had a huge yard and needed a lawn mowing company to take care of their lawn for the summer. Walter called Larry to get an estimate on what it would take to mow his lawn once per week. Larry and Mark then went to Walter and Olivia's home to give them an estimate on what it would cost to mow their lawn.

Walter and Mark discussed the price and how often the lawn would be mowed. Walter would pay \$300 per week to have the lawn mowed. Walter and Mark agreed to the price and time when the lawn would be mowed. Larry overheard the discussion and realized quickly he was going to have to give up mowing a few smaller yards because he would spend so much time each week mowing the Baxter's yard.

QUESTION NO. 14 (Page 2 of 4)

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

While giving the estimate for mowing the lawn, Olivia started talking to Larry about planting some new trees and flowers for their yard in preparation for a wedding for Walter and Olivia's daughter. Olivia went on and on about the wedding to Larry. Olivia told Larry that the wedding was going to be in their backyard and that there would be 100 guests. Olivia also told Larry the date of the wedding, when the wedding planner would help decorate their home, and when the tent rental company would be setting up a rented tent and chairs for the wedding. Olivia made sure that Larry knew when the wedding was and how important the trees and flowers would be. Larry and Olivia agreed on the price and size of the trees, what type of trees and flowers would be planted, how many trees and flowers would be planted, and when they would be planted. Olivia later told Walter all about the flowers and trees she was getting to make the backyard look better.

Later that week, Walter and Larry signed an agreement that clearly showed that Larry would mow the Baxter's lawn once per week for \$300 per mowing. As they were signing, Larry remembered the conversation he had with Olivia and reminded and discussed the planting of the trees and flowers with Walter. Walter agreed and added the words "FLOWERS" and "TREES" "AS DISCUSSED" "WEDDING DATE" at the end of the Agreement. Walter and Larry both then signed the Agreement.

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

After signing, Larry and Mark mowed the lawn four times to the Baxter's satisfaction. Later, Larry paid \$8,000 up front for the wholesale cost of the flowers and trees. However, Larry didn't deliver or plant the trees and flowers on the original date they had agreed on. On the date he did arrive to plant the trees and flowers, all of his trucks blocked the trucks of the wedding planner and tent rental company. The tent rental company couldn't get its trucks in and had to wait until nighttime to set up the tent and chairs and charged more because the installation was after 5:00 PM. The wedding planner was charging by the hour and charged overtime to stay at the house to decorate and oversee. The wedding planner also charged Olivia more because she had to come back early Saturday morning to decorate the newly planted trees.

The trees were huge and beautiful and were what Olivia wanted but unfortunately the flowers were clearly the wrong flowers and not what Olivia and Larry had agreed upon. Ultimately, Walter was upset because the trees were too much money and Olivia was mad about the flowers. Walter agreed with Olivia and terminated the contract, refused to pay for the flowers or trees, and refused to pay for the lawn mowing. Larry was obviously upset because of the lost opportunity and the fact that he wasn't going to get paid, but he felt assured that he would be protected by his liquidated damages clause.

Larry sues Walter, and Walter counter sues against Larry. You are the judge.

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

Questions:

- A. What law governs? Explain your answer.
- B. Decide whether there is a valid contract and interpret the contract. Explain your answer.
- C. Determine who breached the contract, who should win the suit and countersuit, and how much they should recover. Explain your answer.

QUESTION NO. 15 (Page 1 of 2)

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

Bobby has a general law practice. He has properly entered into an agreement to represent Alice in a divorce against her husband Chuck. Bobby has a client meeting with Alice to obtain information for the divorce petition. In the meeting, Bobby learns that there are two children under the age of five from the marriage. Bobby also learns that Chuck has had an affair and that is the primary reason Alice wants to be divorced. Bobby advises Alice to file for divorce on the grounds of incompatibility, but Alice insists that Bobby file for divorce on the grounds of adultery. She tells Bobby he will be fired if he doesn't.

Later that day, Bobby is at the house of his friend Zeke, who is also an attorney and knows Alice and Chuck. Bobby informs Zeke that he is about to file a divorce petition on behalf of Alice and proceeds to tell him everything about Chuck's affair. Bobby then explains that he doesn't want to file the adultery ground because incompatibility makes an easier case, but Alice has ordered him to file the adultery ground. Bobby then asks Zeke for help with the grounds he should allege in the petition. Bobby later files the divorce petition alleging the grounds of incompatibility and adultery and seeks joint custody between Alice and Chuck.

Prior to the pre-trial hearing, and before the judge took the bench, Bobby and Alice and Chuck and his attorney, Dan, were sitting in the courtroom. Dan leaves the courtroom to make a quick phone call on an unrelated matter. During this time, Bobby turns to Chuck and says, "You're a terrible father and you will never see your kids again when this is over." Chuck,

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

having a guilty conscience about having an affair and not knowing anything about divorce law, immediately began hyperventilating and nearly crying at the thought of never seeing his children again. Once the hearing begins, Dan immediately tells the judge what Bobby did to his client. The judge confronts Bobby and Bobby convincingly tells Dan and the judge, "He must have overheard me telling Alice that we could seek full custody." Pre-trial matters were resolved and the case was set for trial.

On the date and time for the divorce trial, all of the parties were present in the courtroom except Bobby. Alice calls Bobby, who answers the phone and tells Alice he is on his way and that he has been caught up in an emergency hearing in a different county. Bobby has actually slept through his alarm clock. The judge hears the news from Alice and waits 30 minutes for Bobby to show up. After 30 minutes passes without Bobby arriving, the judge continues the trial for another date. Bobby shows up 45 minutes late and catches Alice in the parking lot as she is getting in her car. Bobby apologizes and tells her this will get resolved on the next trial date.

Alice is eventually divorced from Chuck. After the trial is over, Bobby sends Alice a bill itemized with his hourly rate for work and expenses. Included in the bill was "45 minute drive, expenses, and continuance" for the initial trial date where Bobby failed to timely appear.

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

QUESTION NO. 16 (Page 1 of 2)

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

Michelle gave birth to a healthy baby boy, Chad, on July 1, 2013. On Chad's birth certificate, Michelle listed her boyfriend, Bradley, as the child's biological father. Michelle had been residing with Bradley since June 2012. During the time period of conception of Chad, Michelle had a sexual relationship with Fred for a period of about two months, even though she was still living with Bradley. After learning she was pregnant, Michelle told Fred that he could be the father of her unborn child but, most likely, Bradley was the father.

Michelle and Bradley continued to reside together with Chad until August 1, 2014 when Bradley moved out. Two weeks later, Michelle initiated a paternity action against Bradley through the Oklahoma Child Support Enforcement Division of the Department of Human Services. However, a paternity test revealed that Bradley was not the biological father of Chad. Michelle then provided the name and address of Fred. Through the Office of Administrative Hearings (OAH), an Administrative Law Judge ordered Fred to take a paternity test. Fred complied. On December 1, 2014, Fred was informed that he was the biological father of Chad. Michelle and Fred both appeared pro se at an administrative hearing before the Administrative Law Judge. There were no facts in dispute and an Administrative Order was entered establishing Fred as the biological father of Chad and ordered Fred to pay child support to Michelle in the amount of \$462.50 each month commencing on January 1, 2015. Both parties were silent on the

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

issue of any past due child support owed by Fred, so Fred was not ordered to pay any back child support.

The Administrative Order was filed in the District Court of Katy County, where Michelle resides. Michelle allowed Fred to have some visitation with Chad but in March 2015, Fred filed a Motion for Joint Legal Custody in the District Court of Katy County.

Michelle filed a response to Fred's Motion and requested a judgment be entered against Fred in the amount of \$8,325.00 reflecting the amount due for child support from the time of the child's birth, July 2013, through December 2014

Questions:

- A. Should the District Court of Katy County hear the issue of back child support? Explain your answer.
- B. Once Michelle pursued the remedies from OAH, is she able to litigate those issues in District Court? Explain your answer.