

# July 2013 Louisiana Bar Exam

Louisiana Supreme Court Committee on Bar Admissions

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LOUISIANA STATE BAR EXAMINATION

JULY 2013

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**LOUISIANA BAR EXAM**  
**BUSINESS ENTITIES AND NEGOTIABLE INSTRUMENTS SECTION**  
**JULY 2013**

**SECTION I. Multiple Choice Questions – (30 points total):**

*(Multiple choice questions unavailable for viewing.)*

**SECTION II. Short Answer Questions (20 points total; 2 point each subpart)**

1. Does a director of a corporation, acting alone, have authority to sign contracts on behalf of the corporation and thereby bind the corporation?
2. What type of vote is required by the members of a manager-managed limited liability company to sell immovable property owned by the limited liability company?
3. Describe the business records that a corporation is required to maintain at its office for inspection by shareholders.
4. Under what circumstances may a shareholder inspect the books and records of a company?
5. List the minimum information that must be included in a partnership agreement to establish a partnership in commendam.
6. Name three activities that a limited partner of a partnership in commendam must avoid to maintain the status of a limited partner.
7. What minimum information must be contained on a stock certificate? Which types of business entities are required to issue such certificates?
8. What are preemptive rights? Under what circumstances, will one have preemptive rights?
9. If a stockholder who is also a director votes against authorizing unlawful dividends, does the stockholder have any exposure for the dividend distribution approved by the other directors? Explain your answer fully.
10. Under what circumstances can partners be expelled from a partnership, and by what vote?

**SECTION III. Essay Question (25 points total; 5 points each subpart).**

Bob is a booster for LA University's athletic programs and he raises monies from other boosters like himself to donate to the LA Athletic Foundation (LAF). Deep South, L.L.C. is a Louisiana limited liability company formed by Bob to raise funds to donate to the LAF. Bob is the managing member of Deep South. Given the mediocre results of the LA football team this year, Deep South, through Bob's fund raising efforts, agreed to donate \$500,000 to the LAF in order to raise money to buy out the LAF coach's remaining contract. Deep South hosted a televised press conference during which Bob donated the money (\$500,000) to the LAF expressly stating that it was donated for the purpose of buying out the coach's remaining contract. During the press conference, Bob presented the LAF a typical U.S. bank check drawn against Deep South's account at Bayou Bengal Bank made payable to the LAF in the amount of \$500,000, dated the date of the press conference. The check bears Bob's signature but no other handwriting or comments.

Bob, feeling lucky, immediately headed to the casino after the press conference and spent several hours gambling. Unfortunately, Bob's luck was misplaced and he lost over a million dollars which includes all of the money he received in donations for Deep South. Because of this, he knows Deep South cannot afford to honor the \$500,000 donation to the LAF. Three days after Bob lost Deep South's money at the casino, he called the LAF and disclosed his unfortunate turn at the gaming tables. LAF advised Bob that it had already presented the check for payment at its bank (Tigerland Bank) and has received the funds. Bob then advised the LAF that he contacted his bank (Bayou Bengal Bank) yesterday and placed a stop-payment on the check.

- A. Discuss whether the \$500,000 check from Deep South to the LAF satisfies the elements of a negotiable instrument.
- B. Discuss whether Tigerland Bank is a holder-in-due-course of the Deep South's check. Explain any assumptions.
- C. If the Deep South's account required two signatures on the check and only Bob signed the check, discuss who bears the risk of loss between Deep South and Bayou Bengal Bank if the check is honored when presented for payment?
- D. Assume for this subpart only that Bob had not gambled with the Deep South donations to LAF and instead stopped payment on the check because he learned that it had been stolen from the LAF. Is Deep South likely to succeed in defending its liability to Tigerland Bank on the check if Tigerland Bank honors it when presented for payment by the thief? Discuss.
- E. Assume for this subpart only that Bob had not gambled with the Deep South donations to LAF and instead stopped payment on the check because he learned that the board members of the LAF intended to use the money on building a new weight room rather than for buying out the coach's contract. Discuss whether Deep South could successfully defend its liability on the instrument if Tigerland Bank honored the check when presented for payment by the LAF?

**SECTION IV. Essay Question (25 points total; 5 points each subpart)**

Sam owns a convenience store. He employs Adam as a part-time manager of the store. On days when Adam is on duty, Sam leaves checks from his personal bank account in the checkout register so that Adam can pay for deliveries of supplies. Sam signs and dates the checks with a current date and makes them payable to "cash." He leaves the payment amount blank. Jack is a vendor who supplies milk and soft drinks to Sam's store. Jack makes deliveries to Sam's store every Saturday. Sam is dissatisfied with Jack's last delivery, because the milk and soft drinks he delivered were past their expiration dates.

The following Saturday, Adam is on duty at the store when Jack arrives with a delivery of milk and soft drinks. Jack presents Adam an invoice for \$2,000. Without inspecting the goods, Adam fills out one of Sam's checks in the amount of the invoice and gives it to Jack. Sam arrives at the store on Monday morning and discovers that the milk and soft drinks delivered on Saturday are again past their expiration dates. Sam calls his bank (First Bank) to stop payment, but the check has already cleared.

On the Saturday that Jack received the check from Adam, Jack endorsed the check and delivered it to his sister, Jill. Jill was aware of tension between Sam and Jack in their business dealings and accepted the check from Jack. Jill paid Jack \$1,800 for the check and kept the extra

\$200 as a service charge for cashing the check on the weekend. Jill then delivered the check to her boyfriend, Mike, in repayment of a debt that she owed him for a vacation they took last summer. Mike endorsed the check in blank with his signature and deposited it into his account at Second Bank. The check cleared and Mike's account was credited for \$1,800.00.

- A. Who will bear the risk of loss between Sam and First Bank for payment of the check given to Jack by Adam? Discuss.
- B. What defenses might be available to First Bank in an action against the bank for wrongful payment of the check? Explain your answer fully.
- C. What is required for Jack to negotiate Sam's check to Jill? What is required for Jill to negotiate Sam's check to Mike? Explain your answer fully.
- D. Did Jill become a holder-in-due course of Sam's check? Explain why or why not.
- E. Did Mike become a holder-in-due course of Sam's check? Explain why or why not.

**End of Examination**

CIVIL CODE I  
LOUISIANA STATE BAR EXAM  
July 22, 2013

**Question I**  
**(35 Points)**

Fred and Martha married many years ago. It was the first marriage for each of them. They have no matrimonial agreement between themselves. Fred was a successful stock broker. Martha was an amateur woodworker and photographer. In 1997, they had a son, Sonny.

A week before the wedding, Fred had purchased an antebellum home in New Orleans for \$1 million. The home was in poor condition, but Martha and Fred moved into the house and have occupied the home since then. They have spent \$4 million restoring the home; this money came from Fred's earnings after they married. Martha also personally refinished the ornate woodwork in the home; it would have cost the couple \$500,000 to have someone do this same work. The home is currently worth \$8 million dollars.

A few years ago, Martha decided to further her interest in photography by going to an art school for two years. Fred paid all of Martha's expenses, which totaled \$50,000. Soon after she graduated, she published a nationally best-selling book with her photographs and then traveled around the country promoting her book. Martha copyrighted the book in her own name. All of Martha's earnings from her book have been deposited into the couple's joint checking account.

Fred's support of Martha's efforts were not all together honest. For many years, he had been having sexual affairs with several women and was happy when Martha was traveling. Last fall, Fred introduced his current lover to Sonny and told Sonny that he (Fred) no longer loved Martha. Sonny was devastated by this news, as he had idolized his father, who always spent lots and lots of time with Sonny; for example, with years of coaching primarily from his father, Sonny had become a stupendous baseball pitcher and, also with great encouragement from his father, enjoyed performing in school plays. A week later, in a whirlwind of confusion and hurt, Sonny attempted to kill himself. On Halloween 2012, Martha first learned about Fred's adultery from Sonny, when he finally confided to Martha after his suicide attempt.

Martha immediately moved in with her sister, who lives in Hammond, Louisiana. Although Martha wanted Sonny to come with her, Sonny ended up staying in their family home with Fred, since it would have been very difficult for him to continue pursuing his sport and other school activities if he had to commute to and from Hammond. Martha was torn, but decided that Sonny's focus on school might be the best way for Sonny to heal. She now regrets that decision: although Sonny's grades and baseball season this last year were both stellar, she just learned that he tried to kill himself again; Sonny sent Martha a note that his father's ongoing comments about his loveless marriage and active sex life with other women were too painful to endure.

Martha now would like to end the marriage and divide up the property she and Fred own; she also wants sole custody of Sonny. Martha has come to you with the following questions. In evaluating her case, respond to the following questions, giving full reasons for your answers. **You must give full reasons for your answers in order to receive credit; answers with no explanation will receive no credit.**

1. What type of divorce action should Martha file? Explain your answer. **(5 points)**
2. If Martha decides not to file for divorce but Fred decides to file for divorce, when is the earliest that Fred could obtain a divorce against Martha? Explain your answer. **(5 points)**
3. Who is entitled to the home after a divorce and what dollar amount, if any, is the other spouse entitled to receive in connection with same? Explain your answer. **(5 points)**
4. Are the earnings from the book community property or separate property? Explain your answer. **(5 points)**
5. Does Fred have a viable claim against Martha for the \$50,000 he paid for her to hone her photography skills? Explain your answer. **(5 points)**

CIVIL CODE I  
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July 22, 2013

6. What must Martha show to obtain immediate, temporary custody of Sonny before a final custody hearing can be held? Explain your answer. **(5 points)**
7. What factors is the court to consider for a final custody determination, and how should the court weigh those factors? Explain your answer. **(5 points)**

[End of Question I]

**Question II**

**(30 Points)**

Boudreaux owns a large tract of land in south Louisiana. His property is bounded on the west by a bayou with swamp on the other side of the bayou; on the north by a large federal wildlife preserve with no roads; on the south by lands of Aucoin; and on the east by lands of Thibodaux.

The nearest public road from Boudreaux's property had long been a highway across Aucoin's property about a quarter-mile to the south of Boudreaux's property. The next nearest public road from Boudreaux's property is a highway across Thibodaux's property over a mile east of Boudreaux's property. Thus, Boudreaux had historically reached his property by using a small road across Aucoin's property from the closer highway to the south. However, a recent storm substantially eroded Aucoin's property and destroyed the road across Aucoin's property leading to the closer highway. Due to the extent of this erosion coupled with various environmental and wetlands regulations, it is now not possible to build another road across Aucoin's property to this nearer highway.

Pursuant to an agreement it had made with Boudreaux years ago, CableCo has long had a single, buried fiber-optic communications line that runs from the west across the swamp, then under the bayou, then across the northern edge of Boudreaux's land and Thibodaux's lands and then continues eastward. Boudreaux just signed an amendment to that earlier agreement granting CableCo the right to install a communications tower and related transmission equipment within a specified 200'x200' area (the "Tower Site") on Boudreaux's property along this communications corridor. Within this Tower Site, CableCo will install a cement slab, to which will be bolted the communication tower and related transmission equipment. To protect against the weather, CableCo will also install corrugated-metal siding around and on top of the transmission equipment. The tower and transmission equipment will not be able to be removed without destroying the cement slab and siding. To protect against intruders, the Tower Site will also be surrounded by a fence and locked gate. In this same contract amendment, Boudreaux reluctantly also granted CableCo the right to install two buried fiber-optic lines along the same corridor, but he really does not want CableCo to install any more lines as he fears that will unduly erode his land.

With the cash he received from CableCo, Boudreaux now has enough money to build a house on his property, as he has long dreamed of building. But there is currently no electric service to Boudreaux's property. The nearest electric distribution lines into which Boudreaux could connect are along the two highways referenced above. Neither Aucoin nor Thibodaux wants any electric poles with hanging electric lines to be installed across their property. They have not mentioned whether they would object to underground electric lines.

Boudreaux has come to you for advice and, if appropriate, for obtaining court relief. In advising Boudreaux, answer the following questions. **To receive credit, you must give full reasons for your answers; answers without explanation will receive no credit.**

CIVIL CODE I  
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1. Does Boudreaux have the right to build a road across Aucoin's land and/or Thibodaux's land; and if so, why and where; and if not, why not? Explain your answer. **(5 points)**
2. Does Boudreaux have the right to build an electric line across Aucoin's land and/or Thibodaux's land; and if so, why and where; and if not, why not? Explain your answer. **(5 points)**
3. What are the nature and classification of the rights in favor of CableCo under its amended agreement with Boudreaux? Explain your answer. **(5 points)**
4. What are the nature, classification and ownership of the existing fiber-optic line across Boudreaux's property? Explain your answer. **(5 points)**
5. What are the nature, classification and ownership of the proposed communication tower and transmission equipment within the Tower Site? Explain your answer. **(5 points)**
6. What period of time must pass before Boudreaux will have the right under the Civil Code to prohibit the building of any further fiber-optic lines across his property; and would your answer be different if the recent contract amendment were instead a separate, stand-alone agreement with a company other than CableCo? Explain your answer. **(5 points)**

[End of Question II]

**Question III**  
**(35 Points)**

*(Multiple choice questions unavailable for viewing.)*

[End of Civil Code I exam]

**CIVIL CODE II  
LOUISIANA STATE BAR EXAMINATION  
JULY 2013**

**QUESTION 1  
(20 POINTS TOTAL)**

Peter and Sheri were married and had two children, Travis and Urban. After several years of marriage, Peter and Sheri divorced. All community property issues were resolved shortly after their divorce. Travis married and had three children of his own, Derek born in 1987, Evan born in 1990 and Ferris born in 1992. Urban married Valerie but had no children and did not adopt anyone.

After his divorce from Sheri, Peter married Wendy. They adopted a child, Ben, born in 1992.

Ben was a difficult child and regularly fought with his family members. On Ben's 18th birthday, Peter and Ben had an argument about Ben's future, during which Ben struck Peter and gave him a black eye. Peter was angry with Ben and the next day, Peter wrote the following on a piece of paper:

***I don't want Ben to ever inherit anything from me. This last fight where he hit me was the last straw. I don't want anything to do with him anymore.***

Peter signed and dated the instrument and placed it in his desk drawer. After the altercation, Ben moved out. Ben later had a son, Carter, but never married. Ben never spoke to Peter again and never allowed Peter to see Carter.

Travis was killed in a boating accident in early 2012. Urban died in a hunting accident in late 2012. Both died intestate.

Peter died last month leaving both separate and community property. The handwritten instrument was found in his personal effects. No other wills or testaments were found.

**QUESTION 1(A)  
(5 points)**

As written, does the instrument by Peter present a valid disinheriton of Ben?

**QUESTION 1(B)  
(3 points)**

Assume that Ben died intestate in 2011. What effect, if any, would the successful disinheriton of Ben have on Carter's succession rights to Peter's estate?

**FOR THE FOLLOWING QUESTIONS, ASSUME THE DISINHERISON WAS INVALID AND WITHOUT EFFECT AND THAT BEN DIED INTESTATE IN 2011.**

**QUESTION 1(C)  
(8 points)**

Urban died intestate leaving both community and separate property. Who should inherit Urban's estate and in what proportions?

**QUESTION 1(D)  
(4 points)**

Who should inherit Peter's estate and in what proportions?

**QUESTION 2**  
**(30 POINTS TOTAL)**

Charles was married twice — first to DeeAnn, who died in 2006, and second to Elizabeth in 2009. Before their wedding, Charles and Elizabeth entered into a valid premarital agreement in which they agreed that they would not have any community property. Charles and DeeAnn had four children: a daughter Farrah, born in 1984; and sons Gavin, born in 1986; Harold, born in 1990; and Ian, born in 1991. No children were born of the marriage between Charles and Elizabeth, but they adopted Jeff in 2011. Jeff was one year old at the time of that adoption.

In 2007, Charles downloaded a form entitled “Universal Will” from the internet and printed out the form. The website indicated that it was “valid in all 50 states.” Charles checked the box labeled “Trust,” which indicated that his entire estate would be placed in trust with his sons as his beneficiaries for a period of 10 years after his death. Upon the expiration of the period of 10 years after Charles’ death, all of the property held in the trust at that time, including all accrued income, would be distributed equally to Charles’ sons, whose names he filled into the blanks below the language printed on the form. Below that, Charles filled in the date in his own handwriting and signed the instrument.

In 2009, Charles wrote the following entirely in his own handwriting on a sheet of notebook paper: “Upon my death, I hereby give my condominium on Poydras Street in New Orleans to Tulane Medical School.” Charles dated that instrument at the top of the sheet of paper in his own handwriting and signed it at the end.

In 2011, Charles executed a notarial testament, valid in form, before a notary and two competent witnesses. This will, which did not expressly revoke any prior wills, contained only the following dispositive provisions:

- Article 1. I bequeath to Elizabeth my residence in St. Tammany Parish, and the usufruct of all of my bank accounts.
- Article 2. I bequeath my condominium on Poydras Street in New Orleans to my daughter, Farrah.
- Article 3. I bequeath all of my marketable securities, to my sons, Gavin, Harold, and Ian, in equal portions, share and share alike.
- Article 4. I bequeath my Rolex watch to my friend, Max, for him to maintain, and then to my friend Nate upon Max’s death.

In January 2012, Charles executed an Act of Donation of his residence in St. Tammany Parish, to his friend, Louis. Charles signed the Act of Donation before a notary and two competent witnesses and then recorded the Act of Donation in St. Tammany Parish. Louis, who died in August 2012, was aware that Charles had donated the property to him, and thanked him for it on many occasions. Louis, however, was not a party to the Act of Donation and never executed any written acceptance of the donation. His son Alex, however, did prepare a written acceptance of the donation and recorded it in St. Tammany Parish shortly after Louis’ death.

Harold died in May 2012. He was survived by two children: Val, age 3; and William, age 1.

In July 2012, Gavin was involved in a boating accident and sustained a very serious brain injury. Gavin’s doctors indicated that he could no longer handle his financial matters and take care of his person. As a result of the accident, Gavin would have to be institutionalized for the rest of his life. Ian was appointed as Gavin’s curator.

Charles died in 2013. A diligent search was made for the original of the 2011 instrument. The original of that instrument could not be found, but a copy of the instrument was found in Charles’ office in Covington. The following notation was written in Charles’ handwriting at the bottom of the copy: “I was keeping the original signed copy of this will in my desk at my residence in St. Tammany Parish. That desk and all of its contents, including the original copy

of this will, was destroyed during Hurricane Nemo. But this is the will I want to apply in the event of my death.” Charles signed, but did not date, that notation on the copy of the will.

At the time of his death, Charles had sufficient assets to satisfy the legitime of any forced heirs.

**QUESTION 2(A)**  
**(3 points)**

Was the 2007 instrument valid in form as a Louisiana will?

**QUESTION 2(B)**  
**(3 points)**

Was the 2009 instrument valid in form as a Louisiana will?

**QUESTION 2(C)**  
**(2 points)**

Assuming that the 2011 will is valid, could the copy of that will found in Charles’ office be admitted to probate?

**QUESTION 2(D)**  
**(6 points)**

Did Charles have any forced heirs? If so, please identify each forced heir, state the reason why each is a forced heir, and indicate the fraction of Charles’ estate to which each forced heir is entitled.

**QUESTION 2(E)**  
**(3 points)**

Who is entitled to the condominium on Poydras Street in New Orleans?

**FOR ALL OF THE REMAINING QUESTIONS, ASSUME THAT THE 2011 TESTAMENT WAS THE ONLY VALID AND ENFORCEABLE WILL IN EFFECT AT THE TIME OF CHARLES’ DEATH, AND THAT THE COPY OF THAT NOTARIAL TESTAMENT WAS ADMITTED TO PROBATE.**

**QUESTION 2(F)**  
**(3 points)**

What is the duration of Elizabeth’s usufruct over the bank accounts?

**QUESTION 2(G)**  
**(3 points)**

Who is entitled to the residence in St. Tammany Parish?

**QUESTION 2(H)**  
**(3 points)**

Who is entitled to the marketable securities?

**QUESTION 2(I)**  
**(4 points)**

Who is entitled to the Rolex watch?

**QUESTION 3**  
**(30 POINTS TOTAL)**

*(Multiple choice questions unavailable for viewing.)*

**QUESTION 4**  
**(20 POINTS TOTAL)**

**PART 1**  
**(11 POINTS)**

Les and Maria were married and had two children, a son, Ned, and a daughter, Pam. To help him get started, Les and Maria bought Ned an apartment in downtown Baton Rouge. The donation was proper in form and all necessary formalities were respected. After moving to Baton Rouge, Ned married Sara and they moved into Ned's apartment. Ned and Sara had a daughter, Tara, in 1993. Pam married Roger but had no children.

In 2009, Ned executed a typewritten document with the following provisions:

- Article 1. This is my last will and testament.
- Article 2. I leave my stamp collection to my daughter, Tara, and my sister, Pam.
- Article 3. I leave my apartment to my wife, Sara.
- Article 4. I specifically provide that if any legatee provided for in this will does not survive me by a period of 45 days, then my property will be distributed as if that person predeceased me.

When executing the instrument, Ned verbally declared it to be his last will and testament and signed the instrument on the bottom of every page and at the end. He only dated the instrument on the last page. The instrument was executed in the presence of Roger and Maria, as witnesses, and a notary. The instrument contained a valid attestation clause and a provision, signed and dated by each witness and the notary, indicating that it had been signed by Ned in their presence. The instrument was not filed with the clerk of court.

Ned and Sara divorced in 2010. All community property issues were resolved and Ned kept his apartment as part of the settlement. Pam and Roger divorced in 2011.

Ned never remarried. In November 2012, while Ned and Tara were on ski vacation together, both were consumed by an avalanche. Ned was killed instantly. Tara survived the initial trauma and maintained on life support for 35 days before she also died. Ned's succession was opened in January 2013.

**QUESTION 4(A)**

**(4 points)**

Is the 2009 instrument executed by Ned valid in form as a notarial testament? Include in your response an explanation of whether the particular witnesses on the instrument affect its validity.

**FOR THE REMAINING QUESTIONS, ASSUME THAT THE 2009 INSTRUMENT IS VALID AND ENFORCEABLE.**

**QUESTION 4(B)**

**(4 points)**

Who is entitled to Ned's stamp collection?

**QUESTION 4(C)**

**(3 points)**

Who is entitled to Ned's apartment?

**PART 2**  
**(9 POINTS)**

Charlie and Dana began dating when Dana's daughter Paige (from a previous relationship with Eliot) was nine months old. Charlie and Dana then married when Paige was 15 months old. Charlie always treated Paige as his daughter, and she called him "daddy" from the moment she started to speak. Eliot never visited Paige, and she does not know him. Charlie and Dana always talked about Charlie adopting Paige, and when Paige was five years old, Charlie and Dana changed Paige's last name to Charlie's last name before she started kindergarten, with Eliot's permission. Eliot was not interested in Paige and had no other children.

When Paige was six years old, Charlie and Dana had a son, Josh. Charlie and Dana divorced in 2007. In the judgment of divorce, all community property issues were resolved and Charlie and Dana agreed to share custody of Paige and Josh, and since Dana was the domiciliary parent, Charlie agreed to pay child support of \$1,000 per child each month. Charlie updated his beneficiary forms for his life insurance policy and 401(k) account to name Paige and Josh as co-beneficiaries, but never prepared a will.

In February 2012, Charlie was found dead of a heart attack in his home.

**QUESTION 4(D)**

**(3 points)**

Who should inherit Charlie's estate and in what proportions?

**QUESTION 4(E)**

**(3 points)**

Who is entitled to the proceeds of the life insurance policy and 401(k) account?

**QUESTION 4(F)**

**(3 points)**

In December 2012, before Charlie's succession was completed, Paige tragically died in a car accident at age 18. Who should inherit Paige's estate and in what proportions?

**END OF EXAMINATION**

**LOUISIANA BAR EXAMINATION  
CIVIL CODE III**

**JULY, 2013**

**Question One: TOTAL OF TWENTY-FIVE POINTS**

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**LOUISIANA BAR EXAMINATION**

**CIVIL CODE III**

**JULY, 2013**

**Question Two: TWENTY-FIVE POINTS**

St. Tammany Area Review, LLC ("STAR") is a Louisiana limited liability company which, for the last few years, has published a weekly newspaper highlighting local news and events. STAR recently ceased its business operations, having only one remaining asset - the printing equipment that it had used to publish its newspaper - and having the following four creditors, each of whom claims a right of recourse against the printing equipment in preference to all other creditors:

(1) Louisiana Leasing, Inc. ("LL"), which leased to STAR the building in St. Tammany Parish housing STAR's office and printing facility. The lease, which was signed by both LL and STAR on March 1, 2010 and recorded in the conveyance records of St. Tammany Parish on that date, contains a provision by which STAR granted LL, as security for all of STAR's obligations under the lease, a security interest in property described as "all corporeal movables now or hereafter located on the leased premises." The printing equipment is still physically located in the building, which STAR continues to occupy. LL is owed accrued rent in the amount of \$5,000.

(2) Supply Company, Inc. ("SCI"), which sold the printing equipment to STAR on credit for \$750,000, all of which is still owed. The sale was evidenced by a written purchase order that was signed by STAR's manager on April 1, 2010. The purchase order described the printing equipment, recited its purchase price, and contained the following language: "Payment of the full unpaid purchase price is due 90 days after date of delivery of the goods sold. As security for the unpaid purchase price, the buyer grants the seller a security interest in the goods sold." The printing equipment was delivered to STAR on April 6, 2010. STAR failed to pay for the printing equipment within 90 days after its delivery, and, on July 11, 2010, SCI filed a financing statement in the UCC records of St. Tammany Parish. This financing statement reflected STAR as debtor and SCI as secured party, supplied the addresses of each, and listed the collateral as the printing equipment, which was described by serial number and otherwise with specificity. SCI gave no notice of its security interest in the printing equipment to any other creditor.

(3) Peter T. Faul ("PTF"), who, on June 23, 2010, obtained a \$250,000 money judgment against STAR in a defamation suit. PTF filed the judgment on June 24, 2010 in the mortgage records of St. Tammany Parish. In addition, on that same day, PTF filed in the UCC records of St. Tammany Parish UCC-1 financing statements naming STAR as debtor and PTF as secured party, specifying the addresses of each and describing the collateral as "ALL PERSONAL PROPERTY, INCLUDING DEBTOR'S PRINTING EQUIPMENT." STAR has made no payments on the judgment.

(4) Bank of Kinder ("BK"), which is owed \$100,000 under a working capital line of credit it established in favor of STAR on September 1, 2010. At the time the line of credit was established, STAR executed and delivered to BK a \$100,000 promissory note and a security agreement by which STAR granted BK a security interest in collateral described as "all accounts, inventory, equipment and general intangibles, whether now owned or hereafter acquired." BK did not file any financing statement in the public records at the time these documents were signed, but it had previously filed in the UCC records of Allen Parish on August 31, 2003, a financing statement which named STAR as debtor and BK as secured party, specified the addresses of each and described the collateral as "ALL ASSETS, WHETHER NOW OWNED OR HEREAFTER ACQUIRED." This financing statement, which was continued by a continuation statement filed in the UCC records of Allen Parish on May 16, 2008, was filed at the time of funding of a previous loan that was paid off in 2009.

A Louisiana UCC lien search has been obtained in the name of STAR, reflecting the only UCC filings to be the financing statements and continuation statement described above.

In writing your answer to the questions below, you should assume that: (i) the printing equipment is not subject to a certificate of title statute of any jurisdiction and is not a component part of immovable property; (ii) the only written documents or agreements that exist with respect to the

debts owed to each creditor are those that are specifically described above; (iii) the only filings that exist are those that are specifically described above, and none of those filings has been voluntarily terminated or released; (iv) all agreements purportedly executed or entered into on behalf of STAR were done with proper authority granted by its members; (v) none of the creditors has entered into any agreement with any of the other creditors; (vi) none of the creditors has seized or otherwise caused execution to issue against the printing equipment; and (vii) all debts claimed by the four creditors are valid and enforceable obligations of STAR.

**A. Discuss, with supporting reasons, the validity of the claims of LL to the printing equipment, including a discussion of whether those claims are perfected or effective against third persons. FIVE POINTS.**

**B. Discuss, with supporting reasons, the validity of the claims of SCI to the printing equipment, including a discussion of whether those claims are perfected or effective against third persons. FIVE POINTS.**

**C. Discuss, with supporting reasons, the validity of the claims of PTF to the printing equipment, including a discussion of whether those claims are perfected or effective against third persons. FIVE POINTS.**

**D. Discuss, with supporting reasons, the validity of the claims of BK to the printing equipment, including a discussion of whether those claims are perfected or effective against third persons. FIVE POINTS.**

**E. Rank the claims of those creditors who have valid claims against the printing equipment, giving supporting reasons. FIVE POINTS.**

SINCE THE PROBLEM ASKS YOU TO DISCUSS RIGHTS AGAINST THE PRINTING EQUIPMENT AND ASSUMES THAT EACH CREDITOR HAS A VALID CLAIM AGAINST STAR FOR PAYMENT OF THE DEBT IT HOLDS, STATEMENTS IN YOUR ANSWER TO THE EFFECT THAT A CREDITOR HAS THE RIGHT TO PURSUE STAR FOR A MONEY JUDGMENT OR TO PURSUE OTHER ASSETS IT MAY OWN WILL EARN NO CREDIT.

LOUISIANA BAR EXAMINATION

CIVIL CODE III

JULY, 2013

**Question Three: TOTAL OF TWENTY-FIVE POINTS**

In early January 2012, Sally placed an online classified advertisement for the sale of a four-wheel all-terrain vehicle ("ATV") that her recently deceased husband had purchased new in 2007. The advertisement listed a sale price of \$3,000 for the ATV and stated that the ATV was "up to the challenge of the toughest terrain." Upon reading the advertisement, Bobby telephoned Sally and made arrangements to view the ATV the following day. After Bobby arrived, Sally started the motor, which seemed to operate perfectly. Sally pointed out that the lights needed to be rewired and the temperature gauge would need to be reconnected. Bobby inquired whether the ATV had ever been involved in a collision. Sally responded that to her knowledge it had not. Because Bobby had never owned an ATV before, he stated that he wanted to be cautious about purchasing one. To assuage his concerns, Sally offered to allow him to try the ATV out over the following week, and to return it if he did not find it to be satisfactory. Bobby readily agreed to this offer. He used the ATV over a three-day weekend, finding it to have no discernable problems. The following week, on January 18, 2012, Bobby telephoned Sally to indicate that he was very pleased with the ATV and to made arrangements to finalize the purchase. Later that day, Bobby presented Sally with his \$3,000 check, and she produced a handwritten bill of sale, which they each signed. Though Bobby did not bother to read the bill of sale at the time, it contained language to the effect that "The herein described all-terrain vehicle is sold 'AS IS'."

Bobby used the ATV several times during the spring of 2012. On each of those occasions, the ATV performed just as well as it had previously. In late June, 2012, however, Bobby noticed after riding the ATV for a short while that one of the wheels was for some reason rubbing against its fender. Bobby surmised that this condition was caused by underinflation of the ATV's tires, and he stopped by a gas station to make sure they were all properly inflated. The next time Bobby used the ATV - over the 2012 Labor Day weekend - the ATV seemed at first to operate without any problems, until Bobby struck a pothole while riding on a trail. Immediately afterward, he noticed that the body of the ATV was sagging badly and contacting all four of its wheels. He was puzzled, because he was certain that he had not been traveling fast enough to damage the ATV when he hit the pothole. The next day, September 4, 2012, Bobby took the ATV to a local repair facility for a diagnosis of the problem and an estimate of the cost of repairs. After a detailed inspection, the repairman reported that the metal frame of the ATV had been badly fractured at some point in the past and that someone had attempted to repair the damage through some weak, amateurish "tack" welds, which evidently had broken loose when Bobby drove through the pothole. The repairman also told Bobby that the ATV was worthless because, in view of its age, it was not worth the cost of repair. The repairman assured Bobby that he should not fault himself for failing to detect the damage to the frame of the ATV when he bought it, because the damage was hidden beneath its plastic body, which itself must have been replaced at some point after the damage to the frame occurred.

After hearing this report, Bobby contacted Sally to ask for the return of his money. Sally refused, pointing out that she had sold the ATV to Bobby "AS IS." On July 12, 2013, Bobby filed suit against Sally for a refund of his money.

Discuss the nature and merits of Bobby's claims, and possible defenses that are available to Sally. **TWENTY-FIVE POINTS.**

**LOUISIANA BAR EXAMINATION**

**CIVIL CODE III**

**JULY, 2013**

**Question Four: TOTAL OF TWENTY-FIVE POINTS**

After the flooring in several rooms of his house was damaged by a leak from a broken water pipe, Andy decided to have the damaged floors replaced with hardwood flooring. Upon arrival in late October at the showroom of a local flooring company, Floors of Louisiana, Inc. ("FL"), Andy was greeted by the store manager, Jason, who displayed for him a wide array of possible flooring choices. After an hour, Andy selected a hardwood floor that seemed perfect. Jason then produced a written purchase order, which he completed with a description of the floor that Andy had selected and a total price of \$15,000 for installation of the flooring in Andy's house. The purchase order did not specify the time that would be required to complete the installation of the flooring, but instead contained language reciting that the length of time required to install flooring is dependent on a number of uncertain factors and that FL therefore made no commitment to finish the work by any specific date. Jason pointed this provision out to Andy, explaining that the length of the work would depend largely on the degree of difficulty encountered in removing Andy's existing flooring in preparation for the installation of the new flooring. Though Andy did not mention it to Jason at the time, he was counting on the work being completed by the middle of November, because Andy planned to host a family reunion at his house during the Thanksgiving weekend. Andy paid a \$5,000 deposit, and Jason told him to expect the work to begin as soon as the flooring arrived from the manufacturer. The purchase order contained a place for Andy to sign to confirm his order for the work, but Jason forgot to ask him to do so.

About a week later, FL began work on the job. Unfortunately, removal of Andy's existing flooring proved to be quite difficult and required several days longer than FL had anticipated. Also contributing to the delay in the work was the fact that Andy insisted that the workers leave his house no later than 3:00 o'clock p.m. so that they would not be there when his children arrived home from school. Andy also did not want the workers to work on rainy days, when they might track mud in and out of the house.

Concerned that the work was still not finished on November 15, Andy telephoned Jason that day to voice his dissatisfaction at the length of time that the installation of the flooring was requiring and to let Jason know that it was important to Andy that the installation be fully completed by November 20. During the phone call, Jason responded that, while there had been unforeseen delays, the most difficult part of the job was over and that he would commit to having the job finished by November 20 at the latest.

Much to Andy's disappointment, because of a number of rainy days, the work was still not finished on November 23. On that day, FL's workmen arrived to perform the last step - the installation of baseboards to cover the gap between the flooring and the adjoining walls. Upon seeing the baseboard that the workers were preparing to install, Andy remarked that it was unsightly and much larger than he had expected. Returning to FL's showroom to complain, Andy discovered that Jason was no longer employed there. After locating Andy's purchase order, the new store manager, Liz, explained to him that the purchase order did not specify the size or type of baseboard that would be installed and that the size of the baseboard the workers were preparing to install was necessary to cover the expansion gap that had been left between the flooring and the adjoining walls in accordance with the manufacturer's specifications. During the conversation, Andy also complained that the work had not been completed by November 20, as Jason had promised. Liz pointed out that the purchase order did not specify any date for completion, that Jason had made no note of any promised completion date, and that FL therefore had no way of knowing that completion by any particular date had been promised. Visibly angered, Andy instructed Liz to immediately recall all of FL's workers from his house and indicated that he would not pay the remaining balance due for the flooring. Andy also immediately cancelled his plans for the family reunion, because he would feel embarrassed to have his family members see his house in its present condition. Andy then paid a contractor \$850 to install baseboards that were to his liking.

FL has filed suit against Andy to recover the remaining balance due for the flooring. Andy has answered the suit with an assertion that the contract was null and void from its inception,

because it affected immovable property and was not evidenced by a writing signed by either party. Andy has also asserted that, even if there was a binding contract, FL breached it by failing to complete the work by November 20 and by not installing acceptable baseboards. In addition, Andy has filed a reconventional demand for the mental anguish and embarrassment he sustained as a result of having to cancel the planned family reunion.

On the timeliness issue, the arguments made by FL include the assertions that the purchase order specifically provided that no completion date was promised and that any agreement Jason may have made to complete the work by a specific date is not binding because it contradicted the written purchase order and also because Jason had no authority from FL to make any such promise.

**Discuss the merits of the claims and defenses asserted by the parties.**

**END OF EXAMINATION**

# LOUISIANA BAR EXAMINATION

## CONSTITUTIONAL LAW

JULY, 2013

### WARNING

**The following are not issues on the Constitutional Law Examination: mootness, ripeness, political question, case or controversy, standing, or justiciability. NO CREDIT WILL BE GIVEN FOR DISCUSSION OF THESE ISSUES IN ANY OF THE THREE QUESTIONS.**

**Question Number One is worth 30 points; Question Number Two is worth 35 points; Question Three is worth 35 points.**

#### QUESTION ONE – (30 points)

Dylan Ditchdigger is a resident of Small Town, Louisiana. Small Town is located near the Tangipahoa River in Louisiana. Dylan purchased 6 acres of land in Small Town, approximately 3 miles from the Tangipahoa River. He had plans to subdivide the acres to construct 3 homes on 2 acres each. However, prior to developing the property the Louisiana Legislature enacted a subdivision law, called “Prop A”, that required all parcels in excess of 2 acres and located within 5 miles of the Tangipahoa River to dedicate ½ acre of land to the State of Louisiana for every acre in excess of 2 as recreational open space. The Legislature indicated that the purpose of Prop A was to reduce the possibility of adverse impact of development to the river.

Prop A provided that the dedication was a required condition of any subdivision approval.

Dylan went to Small Town’s Parish office to begin the subdivision process for his 6 acres to construct the 3 homes on 2 acres each. He was then informed that Prop A requires him to dedicate 2 acres to the State.

Dylan is outraged by the audacity of the State, and he would like to challenge the law. Please discuss the arguments Dylan may seek to advance, as well as their likelihood of success.

**PLEASE DO NOT DISCUSS PROCEDURAL DUE PROCESS.**

**QUESTION TWO – (35 points)**

State Representative Kierstin Kares is fearful that domestic terrorism will soon hit Louisiana. During one of her town hall style meetings on the issue in her district, one of her constituents caused panic by announcing that the terrorists next form of attack will be to attach explosives to large vehicles and detonate them in and around large crowds.

With Mardi Gras quickly approaching, Representative Kares decided that evasive action was necessary to quash the widespread panic of her constituents at the town hall meeting, and she pushed through the following legislation with ease:

“Any truck or vehicle that weighs more than 5,000 pounds and does not have a Louisiana license plate that is traveling within the State of Louisiana is subject to a daily search of its contents by law enforcement officials.”

Richaad Roughrider has a trucking company that is based in Florida. He routinely has to travel through Louisiana to make deliveries in Louisiana and in other states. It would greatly impede Richaad’s ability to make timely deliveries if his trucks were subject to search every time they entered into Louisiana or if he had to drive around Louisiana to avoid the searches.

Richaad wants to challenge Representative Kares’s law. What arguments can Richaad advance and what is the likelihood of success? PLEASE DO NOT DISCUSS PROCEDURAL DUE PROCESS.

**(Examination continues on next page)**

### **QUESTION THREE – (35 points)**

Concerned about the violence of the youth in Louisiana, Ravin Reconcile started the Peace Basketball Club, Inc. (the “Club”). The Club is a private, non-profit organization that sponsors recreational basketball leagues in Louisiana. Its activities are held exclusively at the Parish Park, a public recreational facility owned by the State and supported by State taxes. The Club rents the facility from the State at a rate substantially less than what the State charges other users. When using the facility, the Club’s volunteers operate the facilities snack bar and the sale proceeds are paid to the Club.

The Club’s leagues last year were plagued by several altercations between players and spectators in a variety of ways. In response, Ravin adopted two rules for future seasons. First, she required opposing coaches to gather both teams together prior to games and lead a non-denominational prayer as follows:

“Almighty God, we ask you to give us the gift of good sportsmanship for this game. We promise you and each other to do our best to play hard but fair today.”

Second, Ravin adopted a rule that stated that any adult involved in a physical or verbal confrontation with any person at a Club event would be subject to a ban from all future Club events for a period to be determined by the Club.

On the first day of the basketball league season, Kodi Kontrary objected to participating in the pre-game prayer. Pursuant to Club rules he was suspended. Also, Lisa Loudmouth, whose son plays for a Club team, became involved in a verbal argument with a referee after a game. Ravin met with the referee and the coaches of the two teams and decided to ban Lisa for the remainder of the season. At Ravin’s request, the Parish Park Director wrote a letter to Lisa indicating that she would be subject to arrest for trespassing if she entered the facility during a Club event for the remainder of the season.

Both Kodi and Lisa want to challenge the actions and policies described above. What constitutional arguments might they raise and what is their likelihood of success?

**(End of examination)**

**LOUISIANA BAR EXAMINATION**  
**CRIMINAL LAW, PROCEDURE AND EVIDENCE**

**JULY 2013**

**I.**  
**(40 points may be earned)**

Kyle had recently been released from the state prison and had been hired as a laborer at Honest Abe's Auto Repair Shop. After leaving work late one Friday night, he stopped at the local check cashing store to cash his payroll check. Unfortunately, he arrived just minutes too late, as the store's owners, brothers Charles and Michael, had already locked the entrance door and were preparing to leave for the night. Determined to cash his check even if he had to get rough with the brothers, Kyle walked around to the back of the building. Disregarding a "Do Not Enter" sign on the unlocked rear door, Kyle entered the building. He was immediately confronted by Charles and Michael, who demanded that he leave the premises.

Although Kyle tried to explain his reasons for entering the building, the brothers were not convinced. A heated argument ensued as Kyle continued to plead with the brothers to cash his check. Things rapidly escalated. Feeling threatened by Kyle's refusal to leave, Michael threw a punch at Kyle but missed. Kyle reacted by striking Michael on the jaw, knocking him unconscious. Charles then reached for a shotgun that the brothers keep under a desk. After retrieving it, he pointed it at Kyle and again demanded that he leave. Kyle suddenly grabbed the shotgun from Charles's grasp and pointed it at him. Kyle then tied the brothers together.

Kyle then walked over to the cash register, lifted it from the counter and threw it on the floor, smashing it to several pieces. He managed to pry the register drawer open and grabbed all the cash in it. Knowing that he could be sent back to prison for his involvement in the incident, Kyle decided to destroy all evidence of his presence at the store. He returned to his truck, which was parked on the side of the building, and retrieved a gasoline can. He poured the gasoline throughout the interior of the store, ignited the gasoline with a match and fled the scene with the shotgun, leaving the brothers tied up inside.

Fortunately for Charles and Michael, a passing motorist noticed the flames shooting from the building and dialed 911. Firefighters quickly arrived and managed to successfully control the fire and the brothers were spared from the flames. Unfortunately, while fighting the fire, a firefighter was overcome by smoke inhalation. He lost consciousness and later died from his injuries.

Meanwhile, when Kyle returned to his truck, he discovered that one of the tires was flat. He walked to the middle of the street and, while waving the shotgun, ordered Jenny, a passing motorist, to get out of her car. Kyle jumped into the driver's seat and hastily drove away. An off-duty sheriff's deputy witnessed the incident, immediately drove up behind him, activated a blue emergency light and attempted to stop Kyle. Determined not to go back to prison, Kyle sped away. During the chase, he drove erratically through several residential areas and narrowly avoided striking several pedestrians before he was finally stopped and arrested.

Discuss all crimes with which Kyle could be charged under Louisiana law, the elements of each offense, and the weaknesses in the State's case with respect to any element, and all available defenses that may apply to each crime.

**II.**  
**(30 points may be earned)**

Assume all the facts as stated in Question I, in addition to the following. After being stopped and arrested, the sheriff's deputy proceeded to advise Kyle of his *Miranda* rights. Before he could complete the admonition, Kyle shouted, "All I wanted to do was to cash my check." Prosecutors later attempted to introduce the statement at Kyle's trial.

After Kyle's arrest, police officers searched Jenny's car without a warrant. Officers found a baggy of marijuana hidden in the trunk of the car. Prosecutors later attempted to use it to bring drug possession charges against Jenny.

Kyle was taken to the parish jail and placed in a cell. He was delighted to discover that his former friend from the state prison, Sean, was also present in the cell after having been arrested earlier in the day and booked on drug charges. Eager to demonstrate to detectives and prosecutors that he was worthy of a reduced sentence for his crimes, Sean skillfully convinced Kyle to tell him everything about the events at the check cashing store. Several hours later, Sean was released from jail and provided detectives with a sworn statement revealing the details of his discussions with Kyle. Unfortunately, Sean died the following day in an automobile accident. Nonetheless, prosecutors attempted to introduce the sworn statement into evidence at Kyle's trial.

As investigators learned more of the details of Kyle's crime spree, they decided to conduct a search of Kyle's home in an effort to seek additional evidence. Instead of drafting an affidavit setting forth probable cause and presenting it to a judge, investigators arranged for Kyle's probation officer to accompany them to Kyle's home. Investigators were aware that, as a condition of Kyle's probation from a prior crime, he was required to submit to searches by his probation officer at any time. Investigators, joined by Kyle's probation officer, forced their way into Kyle's apartment and seized several methamphetamine pills located on a closet shelf and a small marijuana plant in a planter on the front porch. Prosecutors later attempted to use the evidence to charge Kyle with separate crimes.

Investigators also decided to search Jenny's house after discovering the baggy of marijuana. Jenny, however, refused to consent to the search. Investigators then drafted a search warrant and supporting affidavit and presented them to a district judge.

Discuss all state and federal constitutional bases for challenging the following: (1) Kyle's statement to the arresting officer; (2) the introduction of the marijuana at Jenny's trial; (3) the admission of Sean's sworn statement; (4) the admission of the methamphetamine pills; (5) the admission of the marijuana plant; and (6) whether the facts and circumstances establish probable cause to support a search of Jenny's house.

**(Examination continues on next page.)**

**III.**  
**(a maximum of three points may be earned for each question,  
for a total of 30 points)**

Address the following issues that arose either before or during Kyle's trial. Explain your answers fully.

- (1) The indictment filed against Kyle charged him with the crimes that occurred at the check-cashing store as well as the incident involving Jenny. Prosecutors later superseded the indictment to add drug possession charges. Kyle's lawyer objected to the amended indictment. How should the judge rule?
- (2) Kyle's case was allotted to a judge who, years earlier was a law partner of Kyle's attorney. Will prosecutors be able to force the judge's recusal?
- (3) Following the seizure of the marijuana plant from Kyle's home, prosecutors arranged for the plant to be photographed, and then destroyed. When prosecutors introduced the photograph for admission at trial, Kyle's lawyer objected, claiming that the state must present the original evidence. How should the judge rule?
- (4) During its case-in-chief, in an effort to establish that Jenny owned the car taken by Kyle, the state introduced a Louisiana automobile registration certificate reflecting Jenny's name and address. Kyle's lawyer objected to the evidence. How should the judge rule?
- (5) Prosecutors also realized, after the trial had started, that the indictment mistakenly described Jenny's car as a 2007 Honda Accord, when in fact it was a 2008 Honda Civic. In open court, they requested leave of the court to amend the indictment to accurately describe the car. How should the judge rule?
- (6) Kyle's attorney intends to introduce character evidence through the testimony of Kyle's supervisor at Honest Abe's Auto Repair Shop, who will testify that, among his co-workers, Kyle enjoys a favorable reputation for peacefulness and non-violence. Should the judge admit the testimony?
- (7) Michael is called to testify in the state's case-in-chief. Kyle's lawyer is aware that Michael was convicted of Aggravated Battery 15 years ago. Can the conviction be raised by the defense lawyer during Michael's cross-examination testimony?
- (8) The arresting officer is called to testify against Kyle. During the course of his testimony, he asserts that he witnessed Kyle order Jenny out of her car at gunpoint. He further testifies that Jenny immediately responded by shouting, "Please don't shoot me!" Kyle's lawyer objects to the introduction of the statement. How should the judge rule?
- (9) Jenny is called to the witness stand to testify against Kyle. Under what circumstances may the prosecutor be permitted to ask her leading questions?
- (10) Kyle's prior felony conviction, for which he was previously incarcerated for three years, was for the offense of forcible rape. May prosecutors present evidence of this conviction at Kyle's current trial?

**(End of examination.)**

**LOUISIANA BAR EXAMINATION**  
**Federal Jurisdiction and Procedure**  
**July 2013**

**Question One (25 Points)**

Ann and Bob, citizens of Texas (TX), were successful in operating restaurants that catered to customers who wanted fresh, organic, and locally grown food. They decided to open a new restaurant in Ruston, Louisiana (LA). The two Texans joined to form Eat Green, LLC (Eat), a Louisiana limited liability company, to own the restaurant. Ann and Bob managed the business affairs of the LLC from their main office in Dallas, TX.

Eat entered into a five-year contract with Organic Wholesale of Louisiana, Inc. (OWL) to supply its restaurant with organic fruits and vegetables. OWL, which is incorporated in Delaware, is owned by three shareholders who live in TX. A dispatcher at its Vicksburg, Mississippi (MS) facility directs shipments from there as well as two other warehouses in LA. More than 75% of OWL's sales are made in LA, and the majority of its employees work in the LA warehouses. The dispatcher and management staff in the Vicksburg office direct the employees' activities.

Zoey, who lived all of her life in TX, just moved to MS to become the marketing manager for OWL. She has only been in MS for six weeks but plans to stay as long as the job remains interesting. If it does not, she plans to go wherever she can find a rewarding career.

Drought and increased fuel prices caused OWL to begin losing money on its deliveries to Eat under the prices agreed to in the contract. OWL's deliveries started to be late or not made at all. Eat eventually had to turn to another supplier. Eat calculated that it suffered \$100,000 in damages to offset its additional cost of obtaining food products.

Eat filed a breach of contract complaint against OWL in a LA federal court. A local television reporter asked Zoey to comment on the suit. She said the media should be more interested in whether Eat was actually serving organic food in its restaurant. Eat immediately filed an amended complaint and asserted a \$50,000 defamation claim against Zoey.

Questions 1.A - 1.D are based on the above facts.

With respect to these and other questions on the exam, your ability to demonstrate knowledge of how to properly analyze the issues may be more important than your conclusion with respect to some issues, so conclusory answers will receive little credit.

- 15 pts.**      **1.A**    Does the federal court have subject-matter jurisdiction over Eat's claims against OWL and Zoey? Explain fully.

*Please use paragraph breaks to separate the major components of your answers.*

**3 pts**            **1.B**    Assume for purposes of this question that the case remains pending in the LA federal court. More than a year later, after an answer has been filed and much discovery conducted, Bob accepted a job with a Delaware bank and moved to that state. OWL then filed a motion to dismiss for lack of subject matter jurisdiction, arguing that Bob and OWL now shared DE citizenship.

Should the court grant OWL's motion to dismiss? Discuss.

**3 pts.**            **1.C**    Assume for purposes of this question that the case remains pending in the LA federal court. As Eat prepared for trial, its accountant determined that he had made a mistake in his damages calculation so that the total breach-of-contract loss was never more than \$64,000. Eat communicated this to OWL and offered to settle for that amount. OWL declined, thinking it had a good chance to prevail on the merits at trial, but pointed out that this amount was less than the required amount in controversy. The parties agreed that, because it was so close to the trial date and tremendous resources would be wasted if the case had to start over in state court, neither would raise any objection based on this issue.

What effect, if any, do these developments have on the authority of the federal court to resolve the case?

**4 pts.**            **1.D.**    The parties disagree over whether the contract should be interpreted under the laws of LA or MS. The MS conflict of laws provisions say that the contract should be interpreted under the laws of the state where performance is delivered, which is LA. The LA conflicts laws say that a contract should be interpreted under the law of the state where it was executed, which was MS. How should the court resolve this issue? Discuss.

## Question Two (25 Points)

Cal, a citizen of California (CA), was interested in opening a chain of clothing stores in Louisiana (LA). He looked for fellow investors and found Flo from Florida (FL) and Vera from Vermont (VT). The three investors met in FL for three days to finalize the terms of their agreement, which called for Flo and Vera to make monthly capital contributions over the course of the next three years. Cal was to use the funds to open and stock the LA stores. The contract contemplated six stores opening across LA during the first three years, with more to be funded by profits if the business were successful.

Flo is a lifelong citizen of FL, but she has owned a condominium in New Orleans, LA for more than 10 years and stays in it six to eight weeks each year. Vera was born in LA but moved to VT 20 years ago. She does not have any business connections in LA other than the clothing stores, but she spends Thanksgiving with her aunt in Alexandria, LA every year. Both Flo and Vera have extensive business investments in CA and visit the state often to tend those businesses. They play no role in the management of the LA clothing stores other than investment of their capital.

The stores were not doing well two years into the arrangement. Flo and Vera accused Cal of breaching their agreement by not producing timely financial reports, and they stopped making monthly payments. Cal would like to sue Flo and Vera for \$100,000 each, representing the remaining payments due under the agreement.

Questions 2.A - 2.E are based on the above facts.

**4 pts.**      **2.A**    Cal would like to file the suit in his home state of CA. Is CA a proper venue for the civil action? Discuss.

Discuss whether LA or FL would be proper venues.

**8 pts.**      **2.B**    Cal decides to file the complaint against Flo and Vera in an LA federal court.

May the LA federal court exercise over Flo (a) general personal jurisdiction or (b) specific personal jurisdiction? Discuss.

May the LA federal court exercise over Vera (a) general personal jurisdiction or (b) specific personal jurisdiction? Discuss.

**4 pts.**            **2.C**    Assume that any venue and jurisdictional obstacles are overcome, and the case proceeds in an LA federal court. Vera, six months before she stopped making payments under the agreement, secretly entered a contract with a competing clothing retailer to make a substantial investment in it should the stores built with Cal and Flo go out of business. Vera also has letters written by Cal in which he stated that bookkeeping problems might result in his required financial statements being late.

Should Vera produce (a) the contract or (b) the letter in her initial disclosures? Discuss.

Should Vera produce (a) the contract or (b) the letter if she were responding to a request for production of documents that asked for copies of all correspondence related to the business venture and any agreements between Vera and competing businesses? Discuss.

**6 pts.**            **2.D**    Vera admitted in her answer that she did not pay the \$100,000 called for by the agreement, but she raised the defense that she was not obligated to make the payments because Cal had first breached the agreement by not providing timely financial reports. Cal filed a motion for summary judgment against Vera. He supported it with Vera's answer and her deposition testimony in which she admitted a financial arrangement with a competing business that was contingent on the failure of the clothing stores. Cal asserted that this conflict of interest was Vera's actual motivation for stopping payments. He also argued that all financial reports had been timely provided. He supported that argument with a letter from his office manager in which the manager wrote that all financial statements had been timely prepared and were mailed to all investors within two days of issuance.

Vera filed a memorandum in opposition to the motion. She supported it with her own affidavit in which she testified that she never received the last three monthly financial reports that were due before her default. She added that she did stand to make a great deal of money through her arrangement with the competing company, but she swore that those facts did not affect her decision to default on her payments to Cal.

Set forth the applicable standard for assessing the motion for summary judgment, assess the submissions of the parties under the applicable standard, and explain how a court should rule on the motion.

**3 pts.**            **2.E**    The case proceeds to trial before a jury. At the close of the evidence, Cal is convinced that neither Flo nor Vera proved their defense that he breached the contract. What motion might Cal make to seek judgment in his favor before the case is submitted to the jury? What standard should the court apply in deciding that motion?

### Question Three (25 points)

Pam, a citizen of Texas (TX), was shopping at ABC Mall in Lafayette, Louisiana (LA) when she slipped on water near the restroom and fell. Pam filed a petition against ABC, a LA corporation, on May 1, 2011 in the LA state court in Lafayette. Her petition, consistent with LA law, did not demand a particular amount of damages, and the petition offered no greater description of Pam's injuries than to state that she had "suffered physical injuries as a result of the fall."

Pam delayed service on ABC as long as possible, until August 1, 2011. ABC attempted to conduct discovery to learn the details about Pam's injuries, but she requested several extensions of time and said in answers to interrogatories only that she had suffered back injuries for which she continued to receive treatment. After additional delay, Pam eventually produced her medical records to ABC on June 1, 2012. The records showed that Pam suffered two ruptured discs and that her treating physician told her soon after the accident that she would need expensive surgery and lengthy rehabilitation. The production of the medical records was accompanied by Pam's settlement demand for \$450,000. ABC, receiving this first indication that the amount in controversy would support diversity jurisdiction, removed the case to federal court 27 days later on June 28, 2012.

Questions 3.A - 3.D are based on the above facts.

- 5 pts.**      **3.A**      Describe in detail the procedure and requirements counsel for ABC should have followed to remove the case to federal court. To which federal court may the case be removed?
- 4 pts.**      **3.B**      Explain the basis for two objections that Pam could raise to the removal.
- 4 pts.**      **3.C**      What must Pam's lawyer file to seek a return of the case to state court? What time limits, if any, does she face? Describe the effect, if any, on the grounds you identified in question 3.B, if Pam's lawyer takes that action on August 5, 2012?
- 3 pts.**      **3.D**      Assume Pam filed a timely motion to object to the removal and raised only a single objection: Timeliness. What is ABC's best argument to overcome that objection?
- \*\*\*\*\*
- 4 pts.**      **3.E**      Joe demanded that Les make a payment on a \$10,000 promissory note that was past due. Les responded that the debt had been discharged in a bankruptcy that Les filed in federal bankruptcy court two years earlier. Joe believes the debt was not discharged in bankruptcy because he did not receive notice of that case.

Joe would like to sue Les for \$10,000 in federal court, which he prefers because it should be more familiar with bankruptcy law. May Joe properly file his complaint in federal court? Discuss.

**5 pts.**

**3.F** Tim filed a federal civil rights claim against a deputy sheriff based on claims of excessive force. They settled the case for \$10,000. The next year, Tim's property assessment was significantly higher, which resulted in him owing several thousand dollars in additional property taxes. Tim did not believe that this was a coincidence, and he filed a new federal civil action pursuant to 42 U.S.C. § 1983, a federal statute that provides a cause of action for violations of civil rights.

Tim's complaint alleged: "(1) Plaintiff filed and successfully settled a civil rights claim against a deputy sheriff. (2) The sheriff and tax assessor entered into a conspiracy to falsely inflate the assessed value of plaintiff's property, which resulted in plaintiff being obligated to pay significant amounts of additional taxes. (3) The conspiracy was entered into in retaliation for plaintiff earlier exercising his First and Fourteenth Amendment rights to access the courts."

The sheriff's lawyer filed a motion to dismiss pursuant to Rule 12(b)(6) on the grounds that the complaint failed to state a claim on which relief may be granted. The sheriff acknowledged that a person may state an actionable § 1983 claim based on retaliation by a government official for the person exercising his right to access the courts, but he argued that Tim's complaint was too conclusory to plead such a claim.

What legal standards should the court apply when assessing the motion? Should the court should grant or deny the motion? Discuss.

#### **Question Four (25 points)**

Each of the following ten subparts of this question counts for 2.5 points. For each subpart, write or type the letter that corresponds to the correct answer. If you supply more than one answer to a subpart, the entire answer will be counted as incorrect even if one of the answers you supply is the correct answer. Only the letter designation that you indicate will be considered. Any marks on the exam paper or discussion that you supply will be disregarded.

*Multiple choice items not available for viewing.*

**LOUISIANA BAR EXAMINATION**  
**LOUISIANA CODE OF CIVIL PROCEDURE**  
**JULY, 2013**

**Question I (25%)**

25% AAA Electric is a Louisiana corporation having its registered office in Tangipahoa Parish. Owner lives in adjacent St. Helena Parish and owns a rental house in adjacent Livingston Parish. Owner called AAA Electric to check unexplained power outages at his Livingston Parish rental house. AAA Electric sent employee Bob, a resident of nearby Washington Parish who had 2 months experience as an apprentice electrician, to field the call. Bob found a defective breaker box in the Livingston Parish rental house and installed a new breaker box with new electrical breakers. The newly installed electrical breakers were manufactured by Portland Electric, an Oregon corporation with no offices in Louisiana. One week later, Owner's Livingston Parish rental was destroyed by a fire originating in the new electrical breaker box. Owner hires a lawyer to sue Bob and AAA Electric for negligence resulting in the destruction of his Livingston Parish rental house.

Succinctly answer the following questions:

- 7% 1. What parish or parishes would be a proper venue for Owner's lawsuit? Explain fully.
- 4% 2. Owner sues Bob and AAA Electric in St. Helena Parish. Bob and AAA Electric want to challenge that venue.
- 2% A. What pleading must be filed to challenge venue in St. Helena Parish and when must it be filed?
- 2% B. Will defendants prevail? Why or why not?
- 4% 3. AAA Electric believes Portland Electric's breaker was defective and wants to add Portland Electric as a party to the lawsuit.
- 1% A. What pleading must AAA Electric file to add Portland Electric as a party to the case?
- 3% B. Since Portland Electric has no offices in Louisiana and is not registered with the Louisiana Secretary of State, how must AAA Electric effect service of process on Portland Electric? Explain in detail how this is done.
- 5% 4. Because Portland Electric sells no products to any Louisiana distributors, it wishes to contest personal jurisdiction of the Louisiana Court. Its closest distributors to Louisiana are in Longview, Texas; El Dorado, Arkansas; and Vicksburg, Mississippi.
- 2% A. What pleading must Portland Electric file to contest jurisdiction of Louisiana over it in this matter and when must it be filed?
- 3% B. You are the judge hearing this issue. What is the basis for possible jurisdiction over Portland Electric and how do you rule?

- 2% 5. Owner's attorney wants to know if AAA Electric has liability insurance that might provide coverage in this lawsuit and if AAA Electric has any statements of witnesses relating to this case. How can Owner's attorney secure this information?
- 3% 6. The jury trial of this matter is scheduled to begin. During voir dire, a prospective juror says "AAA Electric did a lousy job at my home last year, but I think I could be fair to them." What challenges, if any, can AAA Electric raise regarding this potential juror?

### **Question II (25%)**

Succinctly answer the following questions:

17% 1. Plaintiff is a guest passenger who was injured when the vehicle in which she was riding collided with another vehicle at an intersection. Plaintiff sued Defendant, the driver of the other vehicle. The case was tried to a jury, which returned a verdict in favor of Plaintiff in the amount of \$250,000 and against Defendant.

4% (A) You represent Plaintiff and your only objection to the verdict is that it is woefully inadequate given the serious injuries suffered by Plaintiff. What action, if any, can you take to obtain, in the trial court, an increase in the jury award but leave the liability finding intact? Please explain your answer.

3% (B) If Judge decided to increase the jury award, what are the procedures that Judge must utilize in order to grant the increase? What is the legal name given to such an increase?

4% (C) You represent Defendant and are of the opinion that the evidence was completely insufficient to support the jury's verdict on liability and was contrary to the law. You are, however, happy with the jury's damage award. What are your options for post-judgment relief in the trial court? Please explain how your options are asserted.

2% (D) What are the time delays for filing the options available to Defendant's counsel?

4% (E) What are the standards that Judge should use in analyzing the jury's verdict in order to determine the availability of the options asserted by Defendant's counsel?

3% 2. You wish to depose Counsel of Record for Defendant in order to uncover evidence concerning the intent of the parties to the contract that was drafted by Counsel of Record and that forms the basis for the lawsuit. Can you depose Counsel of Record? If so, what must you do in order to obtain his deposition?

5% 3. Client meets with you to complain that a new Business operating near his home has begun conducting noisy operations around the clock that disturb him and other neighbors on a daily basis, frequently interrupting their sleep. He states (and you confirm) that the applicable parish noise ordinance prohibits businesses in that location from emitting continuous sounds exceeding 60 decibels between 10:00 p.m. and 7:00 a.m. He and several of his neighbors would like to retain you to take steps to quiet the offending Business as quickly as possible.

What action, if any, can you bring to try to stop the noise immediately? Your answer must state what you must assert in your pleadings and what you must establish to obtain the relief sought.

### **Question III (25%)**

- 4% 1. When a lawyer signs a pleading filed for a client, what does the lawyer certify personally, if anything?
- 7% 2. You represented Defendant in a two week long personal injury trial in which the jury rendered a verdict in favor of Plaintiff. You have properly perfected a suspensive appeal on behalf of Defendant, and posted the required bond.
- 2% A. After the trial court record is lodged with the appellate court, Plaintiff files a motion in the trial court to tax expert witness fees and other costs of trial to Defendant. Please explain whether the trial court may or may not hear that motion.
- 2% B. Assume you now represent Plaintiff. You read in the Wall Street Journal that the surety used by Defendant for its suspensive appeal has filed for bankruptcy and you plan to file a motion to test the solvency of that surety. Do you file your motion with the appellate court or with the trial court? Please provide the reason for your decision.
- 3% C. Assume you now represent Defendant. The court has heard Plaintiff's motion to test the solvency of the surety and has determined that your surety is insufficient. Is your suspensive appeal still valid? Please explain what, if anything, you may do to maintain your suspensive appeal, and any time limits associated therewith.
- 2% 3. *(Multiple choice items not available for viewing.)*
- 2% 4. *(Multiple choice items not available for viewing.)*
- 2% 5. *(Multiple choice items not available for viewing.)*
- 2% 6. *(Multiple choice items not available for viewing.)*
- 2% 7. *(Multiple choice items not available for viewing.)*
- 4% 8. Plaintiff files suit against Andy and Bob, seeking to recover a \$75,000 cash loan. You represent Andy and Bob who believe the transaction at issue is between Plaintiff and their wholly owned company, AB Corp., and that they have no individual responsibility or liability in the matter. You examine the loan documents attached to Plaintiff's petition, which confirm Andy and Bob's explanation. Andy and Bob further advise you that, contrary to the allegations in Plaintiff's petition, Plaintiff actually owes AB Corp. \$55,000. In addition to filing an answer on their behalf, Andy and Bob would like you to try to recover the amount owed to AB Corp. What can you file, if anything, to seek recovery of that amount from Plaintiff? Please explain in specific detail.

### **Question IV (25%)**

- 3% 1. Client owns a convenience store; he hands you a petition with which he has just been served. The petition combines separate actions by three different plaintiffs. The first action is brought by Former Employee for wrongful discharge. The second is a claim by Customer who slipped and fell on Client's business premises. The third is an action for false imprisonment by Patron who was detained for shoplifting. The venue for the actions is proper. What, if anything, must you file to challenge the combination of these three actions in one petition? Briefly explain why you can or cannot challenge the combination.
- 4% 2. Client seeks your assistance regarding a long term supply contract that it has entered with International Corporation. The contract in question has a complicated pricing provision that requires the monthly price to be calculated based on the weighted

average price as listed in three different recognized industry publications. Although International Corporation has been correctly calculating the price thus far, it has advised Client that it now believes its calculations were in error and that a slightly different weighted calculation should be used. Client disagrees with International Corporation's suggested changes and asks you if there is any legal action it can bring in advance of a breach of the contract that might confirm the validity of the price calculation method that has been used by both parties to date. What is the appropriate legal action, if any, that you would recommend and what kind of relief can the Court provide in conjunction therewith.

- 9% 3. Client comes to see you on July 8, 2013, and shows you a money judgment rendered in her favor and against Judgment Debtor for \$150,000. The judgment was rendered on July 10, 2003 and was recorded in your parish mortgage records on July 12, 2003. Client advises you that the judgment has never been collected due to Judgment Debtor's limited means, but she recently learned that Judgment Debtor inherited "millions of dollars" from a deceased uncle.
- 4% A. You are concerned that the judgment may soon prescribe due to the passage of 10 years unless you take steps to revive it. Please explain the steps you must take to revive the judgment. Your answer must identify what, if anything, you must file to revive the judgment and where it must be filed.
- 2% B. You have satisfied your judgment revival concerns and now wish to ascertain whether Judgment Debtor actually has any assets that might be used to satisfy Client's judgment. What, if anything, can you do to learn from Judgment Debtor whether he has any assets to satisfy Client's judgment. If something can be done, please briefly explain what you must file and where it must be filed.
- 3% C. You have learned that Judgment Debtor has substantial funds in a local Bank more than sufficient to pay all money owed to Client. Please briefly explain what you must file so that Client can satisfy her judgment from Judgment Debtor's Bank funds.
- 3% 4. What is the delay for requesting service of citation on all named defendants in a civil action? If the request for service of citation is not timely made, what action, if any, can be taken to obtain dismissal of the action?
- 3% 5. Your client is served with discovery requests seeking potentially thousands of documents from your client that you think are neither relevant to the litigation nor reasonably calculated to lead to the discovery of admissible evidence. You further believe that the discovery was propounded to cause your client to incur unnecessary effort and expense. What, if anything, can you file with the court to restrict this discovery?
- 3% 6. You are deposing a key employee of the defendant in a contract dispute. As you proceed with your questioning, you notice that defense counsel continues to make lengthy objections which you believe are providing guidance and instruction to the deponent as to how to answer the questions. Are such objections appropriate under the Louisiana Code of Civil Procedure? Explain why or why not.

**(End of Examination)**

# LOUISIANA BAR EXAMINATION

## TORTS

JULY 2013

### Question I (40 Points)

The City of Moore (the City) decided it would try to reduce electricity costs by installing skylight panels on one of its one-story, flat roof buildings. It received bids to install the skylight panels from several contractors and ultimately hired DayGlow, Inc., (DG) to do the job. DG had never actually installed skylight panels on flat roof buildings before, having experience only with installing solar panels, which does not require cutting into a roof. The skylight panels were manufactured by Solaris, Inc. (SI), and came with installation instructions that stated the panels would bear weight up to 200 pounds with proper installation. DG completed the skylight installation. No one from the City inspected the work upon completion.

Shortly after the skylight installation, a heavy storm damaged the roof and caused it to leak, so the City hired Jimmy, who was an experienced commercial roofing contractor and happened to weigh about 145 pounds, for repairs. Jimmy was accustomed to working on much taller buildings, so he decided to not wear his usual safety harness when he was on the roof. As he was surveying the damage to the roof, he stepped on one of the flush-mounted skylight panels and fell through to the floor 14 feet below, sustaining serious injury. The skylight panel was the same color as the roofing material and had no labels or markings of any kind and was almost completely obscured by twigs, leaves and other wind-blown debris.

Incidentally, SI had received several complaints from its customers over the last two months. Installers complained that the flush-mount skylight panels were not visible when installed on flat roofs. In response, SI had begun to redesign the panels to improve safety, but had not yet alerted its distributors or retailers of the recent complaints to date.

Jimmy was rushed to Parish Hospital (PH). His injuries required immediate surgery, and after being fully informed of the risks and possible complications of surgery, Jimmy signed the necessary consent forms. The surgery schedule at PH was unusually busy, and Jimmy was moved to three different operating rooms before his surgery was performed. In the shuffle, Jimmy's pre-operative report was switched with that of a much larger patient, and Jimmy was accidentally administered an overdose of anesthesia. Jimmy now suffers from permanent brain damage as a result of the overdose of anesthesia and comes to you for advice.

**Identify and discuss each cause(s) of action that Jimmy can reasonably bring against:**

1. DayGlow, Inc. (DG)
2. City of Moore (City)
3. Solaris, Inc. (SI)
4. Parish Hospital (PH)

**With regard to each cause of action, what defense(s), if any, can reasonably be raised, and how is the court likely to rule. (40 POINTS)**

**(Examination continues on next page.)**

**Question II**  
**(20 Points)**

Myra was taking her morning jog in her neighborhood, when, as usual, the Nelson's friendly and even-tempered dog Petey, who had never bitten a soul, excitedly bounded toward her as she jogged past the Nelson's house. Petey always stopped abruptly at the edge of the Nelson's yard, because he was contained by an electronic invisible dog fence that prevented him from leaving the yard, a fact of which Myra was aware. On this particular morning, Myra decided to enter the Nelson's yard and run through their sprinkler system to cool off. Petey was very excited that Myra had come to play with him, so she tossed him a few balls to fetch. Then, Petey found his favorite bone and began chewing on it. Myra reached down for the bone to toss it too, but when she did, Petey snapped at her hand, catching only air. Myra pulled back her hand and kicked at Petey, screaming at him. Petey then bit her on her leg, causing serious injury to her calf muscle. Myra quickly limped out of the Nelson's yard while Petey returned to his bone.

- 1. Myra brings an action in strict liability for damages against the Nelsons. Will she prevail on her claim? Why or why not? Explain. (10 POINTS).**

Unfortunately, Myra contracted a rare antibiotic-resistant bacterial infection from the dog bite and died approximately two (2) weeks later, after having endured significant pain and suffering. Myra was the primary bread winner in her family, earning an annual income of \$400,000. She left behind her husband Hal, their 12 year-old daughter Deb, and her 22 year-old son Sam from a previous marriage who was living independently from the family. In addition, the family also provided financial support to Myra's elderly Aunt Amy who resided in a nearby nursing home.

- 2. Identify and discuss the proper party(ies) who could bring a claim for Myra's injuries and death and under what action(s), and the damages that could be recovered should tortious conduct on behalf of the Nelsons be proven. DO NOT DISCUSS MEDICAL MALPRACTICE. (10 POINTS)**

**Question III**  
**(20 POINTS)**

Frosty Fruit Shake (FFS) is a locally owned and operated small business in Ruston, Louisiana. During the hot summer months, business is especially brisk, and FFS receives a delivery of fresh fruit and extra ice each morning before opening, which naturally causes a lot of water to be tracked through the store. The water is normally cleaned up before opening for customers by long-time employee Ed. However, on this particular day, Ed was in the employee break room on his cell phone in a heated conversation with his ex-wife regarding a custody dispute, and he neglected to mop up the water prior to opening the door to customers. Customer Carl walked in and slipped and fell in a puddle of water, injuring his back as a result. Ed heard the commotion and came upon Carl and recognized him as the man who had broken up his family, and, already enraged after talking with his ex-wife, punched him in the face. Carl suffered a broken jaw and lost several teeth as a result of Ed's punching him.

- 1. What claim(s) can Carl reasonably bring against Frosty Fruit Shake? Discuss.**
- 2. What defense(s) can reasonably be raised, and how is the court likely to rule? Discuss. (20 POINTS)**

**Question IV**  
**(20 Points)**

*(Multiple choice items unavailable for viewing.)*

**[End of Examination]**