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LOUISIANA STATE BAR EXAMINATION

FEBRURARY 2022

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**LOUISIANA STATE BAR EXAMINATION
BUSINESS ENTITIES
FEBRUARY 2022**

QUESTION 1 (40 POINTS)

Ernest Smith was a successful sugar cane farmer. He had three children: Evan, William, and Molly. Ernest employed all of them in his business. In 2002, Ernest decided to retire and to hand over his farming business to his children. That year, Ernest formed Sugar Farm, Inc. The articles of incorporation provided only the following: (1) the corporation would have three directors; (2) the directors would be elected annually by a majority vote of the shareholders; (3) the articles named Evan, William, and Molly as the initial directors; (4) an authorization for Sugar Farm to issue 300 shares of stock; and (5) the election of preemptive rights.

At the first meeting of the board of directors, Evan, William, and Molly voted to appoint Evan as president, William as secretary, and Molly as treasurer. The directors also approved the issuance of Sugar Farm's 300 authorized shares to the directors, each receiving 100 shares.

Sugar Farm grew rapidly under the leadership of Ernest's children, and as the business grew, Ernest's children were able to employ their own children in the business. Evan, William, and Molly informally agreed that Sugar Farm would offer to each of their children, on his or her 18th birthday, full-time employment with Sugar Farm.

Ten years ago, Evan discovered that Molly had embezzled \$5,000 from Sugar Farm's accounts. Evan and William voted to remove Molly as a director, and Evan terminated Molly's employment with Sugar Farm. Evan and William did not appoint or elect a new director to replace Molly.

One year ago, Molly died. She left all her shares in Sugar Farm to her only child, Elaine. Before Molly died, she told Elaine about the agreement she and her brothers had to offer full-time employment to each child in the Smith family on the child's 18th birthday.

Elaine turned 18 one month after Molly died. She wrote a letter to her uncles Evan and William asking if they would allow her to work for Sugar Farm. Evan and William were not receptive. After receiving Elaine's letter, Evan emailed William: "Just received a letter from Molly's kid asking for a job. I have no intention of allowing that brat to join our family business! Hope you agree." William responded: "I agree completely! Let's discuss a more permanent solution to keep her out of our affairs. The brat currently owns one-third of our company!" Evan and William then sent a letter to Elaine, refusing her request for employment, providing no explanation for the refusal.

The following day, Evan and William convened a meeting of the board of directors and voted to approve the following resolutions: (1) to increase Sugar Farm's authorized shares from 300 to 1,000 shares; (2) to issue 150 shares each to Evan and William, as additional compensation for their employment with Sugar Farm; (3) to issue 100 shares each to four children of Evan and William who were currently employed by Sugar Farm, as additional compensation for their employment; (4) to amend the articles of incorporation to provide that no shareholder may inspect corporate records unless the shareholder is employed by the corporation; and (5) to discontinue annual dividend payments to shareholders and to apply the funds instead to increase the salaries of Evan, William, and the four children of Evan and William currently employed by Sugar Farm.

One month ago, Elaine signed and sent a letter to William requesting copies of, or access to, all written offers of employment sent by Sugar Farm to any member of the Smith family. Elaine stated in her letter that she seeks access to the requested documents in order to determine whether she was unfairly treated in being denied employment with the company. William sent a reply letter to Elaine denying her request, stating: "Although you are a shareholder of record holding more than five percent of Sugar Farm's issued shares, and you have held those shares for more than six months, you are not currently employed by Sugar Farm and, therefore, have no right to inspect any records of the corporation."

Yesterday, Sugar Farm held its annual shareholders' meeting at its principal office in Baton Rouge. Evan and William orally informed their children of the shareholders' meeting but did not provide written notice of the meeting to any shareholders.

TEST CONTINUES ON NEXT PAGE

Although Elaine did not receive written notice of the meeting, one of her cousins told her about the meeting. Elaine attended the meeting along with every other shareholder.

At the start of the meeting, William announced that the board of directors would be proposing two amendments to the articles of incorporation for approval by the shareholders: (1) an amendment to reduce the number of directors from three to two, and (2) an amendment to add a provision that “no director or officer of Sugar Farm, Inc. shall be liable to the corporation or its shareholders for any action taken, or any failure to take action, as a director or officer.” Elaine shouted: “I was not provided written notice of this shareholders’ meeting or of the proposed amendments. I object to this meeting and any voting on the proposed amendments.” The meeting continued, and votes were taken on the proposed amendments. Elaine voted her 100 shares against the proposed amendments. The remaining shareholders voted their shares (900 shares) in favor of the proposed amendments. William then announced: “Both proposed amendments have been approved by a majority vote of the shareholders and are hereby adopted.”

This morning, Elaine discovered that during the past several months, Evan and William, as directors, voted to authorize the use of corporate funds to pay for improvements made to their private residences.

- 1.1. What potential grounds, if any, does Elaine have for an action to invalidate the issuance of the 700 new shares to Evan, William, and their children or, alternatively, to require Sugar Farm to issue additional shares to her? What defenses might reasonably be raised, and is Elaine likely to succeed? (10 points)**
- 1.2. What rights, if any, does Elaine have to inspect Sugar Farm’s corporate records? What steps, if any, must she take to obtain access to any written offers of employment sent by Sugar Farm to members of the Smith family? Explain fully. (5 points)**
- 1.3. Can Elaine bring an action to compel Evan and William to reimburse Sugar Farm for payments made for improvements to their private residences? Discuss fully what type of action(s); the requirements of any such action(s); and the likelihood of success of such action(s) that Elaine might bring and any defenses that Evan, William, or any other party might assert to any such action(s). (10 points)**
- 1.4. What action(s), if any, can Elaine bring to compel Sugar Farm to purchase her shares? What must Elaine establish to obtain that relief, and is she likely to succeed? Explain fully. (5 points)**
- 1.5. On what grounds may Elaine seek to invalidate the amendment approved by the shareholders reducing the number of directors from three to two, and is she likely to succeed? Explain fully. (10 points)**

[End of Question 1]

**LOUISIANA STATE BAR EXAMINATION
BUSINESS ENTITIES
FEBRUARY 2022**

QUESTION 2 (40 POINTS)

Part A – 24 Points

Claire, Andrew, and Rusty are avid homebrewers. They decided to go into business together and open a brewery. They agreed that they would share equally in the profits and losses of the business and that they would conduct the business as a limited liability company. They agreed to call the company Swamp Juice.

Claire, Andrew, and Rusty prepared and signed articles of organization and an initial report. Andrew told the others he would file the documents with the Secretary of State's office that day, but it slipped his mind, and he never filed the documents.

The following day, Claire informed Andrew and Rusty that a local brewery, Bad Beer, Inc., was going out of business and was seeking a buyer for its brewery equipment. The three agreed that Swamp Juice needed brewery equipment and that Claire should purchase Bad Beer, Inc.'s brewery equipment.

Claire contacted Bad Beer, Inc. and agreed to purchase the brewery equipment for \$50,000. Claire did not inform Bad Beer, Inc. that she was purchasing the equipment for Swamp Juice, and she signed a purchase agreement as "Claire." The purchase agreement required payment in full within one month of delivery.

Later that same day, Rusty was driving through town looking for a suitable location for Swamp Juice's brewery. He spotted a vacant warehouse and contacted the owner. The owner offered to sell the warehouse for \$40,000. Rusty called Claire and Andrew and informed them of the warehouse and the offer. Claire and Andrew were pleased with the amount of the offer, but they told Rusty not to accept the offer until they had a chance to visit the warehouse with him.

The warehouse owner overheard Rusty's conversation with Claire and Andrew. After the call, the warehouse owner said to Rusty: "I know your buddies want to see the warehouse first, but if you accept my offer right now, I'll agree to finance the entire purchase price." Rusty accepted the offer. He and the owner proceeded to a nearby notary's office and executed an act of sale and a \$40,000 promissory note. Rusty signed each of the documents as "Swamp Juice, through Rusty, its representative."

One week later, the brewery equipment was delivered to the warehouse. Claire, Andrew, and Rusty began assembling the equipment in preparation for their first brew. The following day, a boiler tank collapsed, spilling hundreds of gallons of boiling fluid onto the warehouse floor. In the chaos of the accident, Rusty forgot to turn off the gas supply to the boiler. The warehouse caught fire that evening. The warehouse and all of its contents were destroyed in the fire. No payments have been made to date on either the purchase agreement with Bad Beer, Inc. or the \$40,000 promissory note.

- 2.1. Who is liable to Bad Beer, Inc. for the purchase price of the brewery equipment? Explain fully. (12 points)**
- 2.2. Who is liable on the \$40,000 promissory note for the purchase of the warehouse? Explain fully. (12 points)**

Part B – 16 Points

Short Answer Questions. Please answer each question providing a brief explanation.

- 2.3. What are “emergency powers” for a Louisiana corporation, and how are such powers used? (5 points)
- 2.4. What is a “unanimous governance agreement” for a Louisiana corporation? (5 points)
- 2.5. Can shareholders of a Louisiana corporation unilaterally remove a director, and, if so, under what circumstances? (6 points)

[End of Question 2]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA STATE BAR EXAMINATION
BUSINESS ENTITIES
FEBRUARY 2022**

QUESTION 3 (20 POINTS)

Each of the following multiple choice items counts for 2 points. Select the letter that corresponds to the correct answer.

- 3.1. Partnership; member contributions
- 3.2. Partnership; liability for partnership debts
- 3.3. Approval needed for transaction of corporate director
- 3.4. LLC; division of profits
- 3.5. Partnerships; formation
- 3.6. LLC; dissolution
- 3.7. Indemnity for corporate directors
- 3.8. Authority for LLC managers
- 3.9. Management of the affairs of another (negotiorum gestio)
- 3.10. LLC; authority of members for extraordinary transactions

[End of Question 3]

[END OF BUSINESS ENTITIES TEST]

**LOUISIANA STATE BAR EXAM
CIVIL CODE I
FEBRUARY 2022**

QUESTION 1 (40 POINTS)

Willa and Horace were validly married in 2015. It was the first marriage for each of them.

On the day before the wedding, Willa presented Horace with a written agreement which provided that, in the event of a divorce, each spouse fully and irrevocably waived any and all rights to both interim and final periodic support and opted out of the matrimonial regime. Both Willa and Horace signed the agreement before the wedding, but not until after the wedding did they appear before a notary and two witnesses to have their signatures duly acknowledged.

A month before the wedding, Willa had given birth to a child, Dina. Horace was at the hospital for the birth and signed the birth certificate. Unbeknownst to Horace, Dina was not Horace's biological daughter. Willa gave birth to Sonny in 2018, who was Horace's biological son. Horace was there and signed Sonny's birth certificate as well.

Horace was the primary wage earner in this family. Willa worked 10 hours a week as a part-time bookkeeper at a nonprofit entity and was primarily responsible for taking care of Dina and Sonny. When Dina was first born, Horace was actively involved as a parent with her and would routinely do things with her.

Immediately after the wedding, Horace moved into Willa's home, which she inherited from her uncle before her marriage to Horace. The home was worth \$200,000 when Horace moved in, but it was outdated and had fallen into disrepair. Horace personally did all the renovations on the home and Willa paid \$30,000 for the new fixtures, supplies and materials with the last of her pre-marriage inheritance from her uncle. If Horace had not done the work, it would have cost another \$120,000 for the renovations. After the renovations, the home was worth \$350,000. As their family grew, Horace and Willa decided to buy a new home together for \$400,000. Willa sold the first home for \$350,000 and used those proceeds to fund a portion of the purchase price of their new home. The couple obtained a \$50,000 loan from a family friend for the remainder of the purchase price on the new home.

After Sonny was born, Horace was rarely home and told Willa it was due to his work schedule, although he never moved out of the home. Horace also stopped being actively involved as a parent with Dina and was never really involved with Sonny. Since Sonny was born, Horace has not attended any of the children's school events or extracurricular activities, and he has generally not shown any interest in having a relationship with either child. Resentful of Horace's attitude towards the children and feeling neglected, Willa had a brief affair with a neighbor in 2019, but she ended things and confessed her indiscretion to Horace. Although he was upset, Horace did not leave Willa. He continued to live at their home, and they occasionally engaged in sexual relations.

However, although he had told Willa he was traveling for work, the real reason for his absence was that he had secretly developed a substance abuse problem. In 2020, Horace was fired from his job, arrested, and convicted of felony drug possession. His sentence was five years in prison at hard labor.

Please answer the following five subquestions. The subquestions in Question 1 are not weighted equally. Explain each answer; an answer without an explanation will receive no credit.

- 1.1. What are each spouse's options for divorce? What potential time delays, benefits and complications are associated with each option? Explain fully. (10 points)**
- 1.2. What rights does either spouse have to interim spousal support, final spousal support and the community property regime? Explain fully. (10 points)**

TEST CONTINUES ON NEXT PAGE

- 1.3. ***Assume solely for this subquestion 1.3 that Willa and Horace never made any attempt to opt out of the community property regime. Should the new family home be classified as Willa's separate property or as the couple's community property? Explain fully. (10 points)***
- 1.4. ***Assume solely for this subquestion 1.4 that Horace has just been released from prison, has obtained treatment for his substance abuse and been clean and sober for the past 3 years, and is on probation. Also assume that the parties did not obtain a custody order before now. If Willa and Horace cannot agree on custody for the two children and Horace does not disavow Dina, to whom should the court award custody? Explain fully. (10 points)***

[End of Question 1]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA STATE BAR EXAM
CIVIL CODE I
FEBRUARY 2022**

QUESTION 2 (40 POINTS)

By a valid act of sale 45 years ago, Andy acquired 400 acres of land in a square shape as his separate property. He used this land mostly for growing satsumas that he sells at market. These 400 acres are bounded by a lake to the north, a paved public road to the south, Wesley's property on the west, and Emily's property on the east.

La Rice Inc. operated a rice field on the south side of this same public road, but the rice field did not have direct access to water. Immediately after Andy bought his 400 acres, La Rice Inc. asked Andy for an agreement to install an irrigation pipeline running from the lake across Andy's property. Through a written Pipeline Agreement, Andy granted to La Rice Inc., as owner and operator of the rice farm, the right to install and operate a pipeline across Andy's property for transportation of water, provided that the pipeline be buried at least 4 feet below ground and that La Rice Inc. build a dirt road over the pipeline for Andy's use. The Pipeline Agreement was properly recorded in the parish conveyance records over 40 years ago. The Pipeline Agreement did not specify a precise location for the pipeline, but promptly after the Pipeline Agreement was recorded, La Rice Inc. installed the pipeline four feet under the western portion of Andy's property and also built a dirt road directly over where it laid the pipeline.

Andy was good friends with his neighbor Wesley, as both were avid fishermen. A few years after buying his 400 acres, Andy leased to Wesley for 50 years one acre of land at the northwestern corner of the property, adjacent to Wesley's property. This land was immediately to the west of the dirt road that La Rice Inc. had built. The lease was properly recorded in the parish conveyance records at the time. Wesley built a fishing camp on a concrete slab, with two bedrooms, plumbing and electricity.

Over one weekend a month after he obtained his lease from Andy, Wesley paved the entire dirt road installed by La Rice Inc. Andy did not learn about this until a few weeks later. Wesley's actions irked Andy since Wesley never asked for Andy's permission to pave this road and also never had permission from Andy to use the dirt road and since Wesley could separately access the fishing camp from his own property to the west. Andy repeatedly told Wesley not to use the road across Andy's land. But despite Andy's objections, Wesley has continuously used the road for the past 40 years to get to the fishing camp. Andy, however, never took any action to have Wesley remove the paving or to stop Wesley from using the road.

Twenty years ago, Andy built a home on his property along the lake immediately to the east of the road that Wesley had paved. Andy has been using the road to access his home since he built the home.

Five years ago, Andy subdivided a 40-acre parcel from the southwest corner of his property to create "Satsuma Orchard Estates," a planned residential community. La Rice Inc.'s pipeline and the road above it both run through this 40-acre parcel. Andy then retired, and he validly donated the 40-acre site to his daughter Cindy, subject to his "continued right to use the existing road across Satsuma Orchard Estates." In preparing to build the community, Cindy constructed a fence to enclose the 40-acre site, with a coded gate at the south entrance for access from the public road.

Three years ago, Andy married Uma after his first wife died. Andy died last year, leaving his remaining 360 acres, the lake house and all of his remaining property to Cindy, subject to a lifetime usufruct in favor of Uma. Out of loyalty to her mother, Cindy never associated with Uma and wanted nothing to do with her. Uma planned to live in the lake house on a full-time basis, but it had fallen into a general state of disrepair by the time Andy had died. Uma demanded that Cindy pay to repair the home, but Cindy refused to do so. Uma used \$100,000 of her own money to make general repairs and, without any prior notice to Cindy, also spent another \$50,000 building a swimming pool on the east side of the lake house.

TEST CONTINUES ON NEXT PAGE

Both La Rice Inc.'s pipeline and the paved road across Satsuma Orchard Estates is interfering with Cindy's plans for Satsuma Orchard Estates, so Cindy demanded that La Rice Inc. re-locate the pipeline to run along the edge of Satsuma Orchard Estates and changed the code for the gate across the paved road. La Rice Inc. objected to moving the pipeline, and Uma objected to Cindy's refusal to give Uma the new code to the gate.

Cindy intends to proceed with her development plans for Satsuma Orchard Estates. To fund the development, she intends to sell to Emily the easternmost 100 acres she had inherited from Andy. None of the fishing camp, the pipeline, the lake house, or Satsuma Orchard Estates overlaps or abuts these 100 acres. Emily would like to develop these 100 acres into another residential community like Satsuma Orchard Estates. A large amount of acreage fronting the public road would remain between Satsuma Orchard Estates to the west and these 100 acres to the east.

Please answer the following five subquestions. The subquestions in Question 2 are not weighted equally. Explain each answer; an answer without an explanation will receive no credit.

- 2.1. What type of servitude did Andy grant La Rice in this case? In explaining your answer, describe the different types of servitudes under Louisiana law. (6 points)**
- 2.2. What is the nature, classification and ownership of:**
 - a. the pipeline? Explain fully. (7 points)**
 - b. the fishing camp? Explain fully. (8 points)**
- 2.3. Assume solely for this subquestion 2.3 that the fishing camp is not an enclosed estate. Has Wesley acquired the right to use the roadway he paved? Explain fully. (7 points)**
- 2.4. Does Cindy have the right to relocate the pipeline to another portion of Satsuma Orchard Estates? If so, who is responsible for the cost for such relocation? Explain fully. (6 points)**
- 2.5. What amounts, if any, is Uma entitled to recover from Cindy for the amounts incurred by Uma to repair the lake house and to build the swimming pool? Explain fully. (6 points)**

[End of Question 2]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA STATE BAR EXAM
CIVIL CODE I
FEBRUARY 2022**

QUESTION 3 (20 POINTS)

Each of the following multiple choice items counts for 2 points. Select the letter that corresponds to the correct answer.

- 3.1. Presumption of paternity
- 3.2. Full and limited interdiction
- 3.3. Building restrictions
- 3.4. Usufruct; management; leasing
- 3.5. Child custody; burdens of proof
- 3.6. Co-ownership
- 3.7. Right of a good faith possessor of land
- 3.8. Absent persons; declarations of death
- 3.9. Paternal authority
- 3.10. Management and disposition of community property

[End of Question 3]

[END OF CIVIL CODE I TEST]

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE II
FEBRUARY 2022**

QUESTION 1 (40 POINTS)

Part A.

Ryan died last year without a will. He lived his entire life in Louisiana, except for the few years he spent at college in California. While in California, he met and married Anna, who was a budding tennis star. After college, Anna put her professional aspirations on hold and moved with Ryan to Louisiana, where they lived until his death last year. From their marriage, two children were born: Lila, who is 35, and Charlie, who is 30. Lila has a five-year old daughter named Sophie, and Charlie has twin four-year old sons named Dylan and Graham. All children are healthy and survived Ryan, as did Anna.

Ryan died owning the following property:

- The family home in Louisiana (the “*Family Home*”), which he and Anna purchased during their marriage with community funds;
- A ten-court tennis center in Louisiana (the “*Tennis Center*”), which was also community property between Ryan and Anna;
- A duplex in Louisiana (the “*Duplex*”), which Ryan inherited from his Uncle Buck during his marriage to Anna;
- A tennis racquet signed by Andre Agassi (the “*Racquet*”), which Anna’s best friend gave to Ryan as a wedding gift before the wedding; and
- A second-edition, autographed original of Ernest Hemingway’s *For Whom the Bell Tolls* (the “*Book*”), which Ryan purchased before going to college in California.

1.1. Who succeeds to Ryan’s interest in the Family Home; and in what proportions? Explain fully. (8 points)

1.2. Not long after Ryan’s death, Anna married Tom, her tennis instructor, who has been working at the Tennis Center. To what interest, if any, would she be entitled in the Tennis Center upon her remarriage? Explain fully. (4 points)

Assume solely for Question 1.3 that Charlie predeceased Ryan.

1.3. Who succeeds to Ryan’s interest in the Duplex; and in what proportions? Explain fully. (8 points)

Assume solely for Question 1.4 that Ryan had remarked on several occasions that he planned to adopt Owen, another young tennis pro at the Tennis Center. Ryan had even gone so far as to enter both of them into the ‘Father/Son’ Division in the Tennis Center’s annual Champions Tournament. Just prior to his death, Ryan formally and legally adopted Owen.

1.4. Who succeeds to Ryan’s interest in the Book? Explain fully. (4 points)

Part B.

Assume for Part B of this Question 1 the facts as stated in Part A, except for the following: (1) assume Lila is the only child born to Ryan and Anna; (2) Owen was not adopted by Ryan; and (3) at Ryan's funeral, Lila, who hates tennis, declared out loud to two witnesses: "Dad has passed and I know I should be getting Dad's stuff, but I don't want anything that reminds me of tennis. I want my mother to get the Racquet and the Tennis Center." Lila then picked up the Racquet and put it into Anna's hands.

- 1.5. Is Lila's declaration, without more, sufficient to renounce her interest in the Tennis Center? Explain fully. (6 points)
- 1.6. If Lila successfully renounces the Tennis Center and the Racquet, may she still inherit her interest in the Book? Explain fully. (4 points)
- 1.7. Does Lila's daughter Sophie have any rights to the tennis racquet? (6 points)

[End of Question 1]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE II
FEBRUARY 2022**

QUESTION 2 (40 POINTS)

Aaron died in August 2021. He was a domiciliary of the State of Louisiana. His wife predeceased him, and her succession proceedings are concluded.

Of Aaron's marriage, four children were born: Betty, Carl, Debra, and Ellen, none of whom is a forced heir. Aaron had two grandchildren, Frank and Frannie, both of whom are Debra's children.

Aaron left a valid notarial testament, the dispositive provisions of which read in the following order:

1. I leave Betty my family home.
2. I leave Carl my Super Fine Authentic Persian Isfahan Signed Hand Knotted Silk Area Rug; if Carl does not survive me, I leave the rug to the Smithsonian.
3. I leave my farm Blackacre to Debra and my good friend George.
4. I have set aside \$100,000 in Big Bank Account Number 1234. I wish to leave \$75,000 from that account to charity. I wish to leave \$25,000 from that account to those persons who are most kind and caring for me in my last illness, be they family, sitters, or friends. I direct my executor to select the charities and determine how much of the \$75,000 each should receive. I further direct my executor to select those persons who are most kind and caring for me in my last illness and determine how much of the \$25,000 each should receive.
5. I leave my friend Hilda the cash sum of \$50,000. If Hilda predeceases me or disclaims the \$10,000 legacy made herein, such cash is to go to my friend Irving.
6. I leave the residue of my estate to Big Bank in trust and as trustee of the Aaron Testamentary Trust, hereby established. My friend Jane shall enjoy the income of the trust for the remainder of her life. The principal beneficiaries of the trust shall be Betty, Carl, Debra, and Ellen, in equal shares. The trust shall terminate when the last of Jane, Betty, Carl, Debra, and Ellen dies.

Debra predeceased Aaron. She was thirty years old at the time of her death and had no mental or physical disabilities.

The day before Aaron's death, Aaron's family home was completely destroyed by fire. The home was fully insured for fire damage, and the insurance company is prepared to pay an insurance settlement of \$350,000.

A year after Aaron died, Jane died intestate and was survived by her only child, Karen.

- 2.1. What, if anything, is Betty entitled to receive as a result of Aaron's death? Explain fully. (4 points)**
- 2.2. Is the bequest to the Smithsonian valid under the Louisiana Civil Code? Explain fully. (4 points)**
- 2.3. Who inherits Blackacre; and if more than one person, in what proportions? Explain fully. (8 points)**

TEST CONTINUES ON NEXT PAGE

- 2.4. Are the bequests from the Big Bank Account Number 1234 valid bequests? Explain fully. (6 points).**
- 2.5. Hilda and Big Bank disagree over the amount of Hilda's legacy from Aaron's succession. What is the correct amount of her legacy? Explain fully. (6 points)**
- 2.6. How often must Jane receive Trust income? Explain fully. (4 points)**
- 2.7. Following Jane's death, who is entitled to income from the trust and, if more than one person, in what proportions? Explain fully. (8 points)**

[End of Question 2]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA BAR EXAMINATION
CIVIL CODE II
FEBRUARY 2022**

QUESTION 3 (20 POINTS)

Each of the following multiple choice items counts for 2 points. Select the letter that corresponds to the correct answer.

- 3.1. Collation
- 3.2. Trusts
- 3.3. Undue influence
- 3.4. Inheritance by collateral relatives
- 3.5. Effect of child born after execution of testament
- 3.6. Form of a testament
- 3.7. Ingratitude
- 3.8. Inheritance of installment obligation
- 3.9. Form of trusts
- 3.10. Conflict of laws

[End of Question 3]

[END OF CIVIL CODE II TEST]

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE III
FEBRUARY 2022**

QUESTION 1 (40 POINTS)

Taylor is in the business of manufacturing hand-crafted specialty wagons. She manufactures the frame and the tires and finishes the wagon with custom paint. James, who is the president of Geaux Dogs Geaux Adoption, Inc., a dog adoption group, was interested in purchasing three custom wagons to advertise his new business while pulling his adoptable dogs in the annual Mardi Gras dog parade scheduled to roll on February 6, 2021. James met with Taylor, and they agreed on the price of \$600 for each wagon. James informed Taylor of his specific needs for the wagons, being that one must be painted green and the second painted purple and the third painted gold, and each wagon must have the sides painted with the words “Geaux Dogs Geaux Adoption, Inc.” These terms were placed in the Purchase Order. Taylor prepared the bill of sale which provided the purchase price of \$600 for each wagon, and required a cash down payment of \$900 with the balance to be paid within thirty days. James paid the \$900 down payment to Taylor and signed the bill of sale. James did not read the bill of sale, which contained language that the sale of the wagons was “as-is, where-is” written in small type that was not brought to his attention.

Taylor manufactured the wagons and called James to pick them up from her shop. James said he did not have a vehicle large enough, so Taylor agreed to deliver them. Because Taylor had a small delivery van, she could deliver only two wagons at one time. She delivered two wagons to James in early January of 2021, over a month before the parade. The wagons were delivered to James’ office when he was away at a meeting. When he returned to the office and saw the two wagons later that same day, he was disappointed to see that they both were painted purple. In addition, the words “Go Dogs Go Adoption, Inc.” were written on the sides of each wagon. James, who was very busy at the time, failed to call Taylor to complain. James then tested each of the two wagons and pulled them around empty on the custom tires and each seemed to be in working order.

The next day, Taylor went to her shop to gather the third wagon to deliver to James. However, Taylor was unable to do so because a rainstorm had come the night before and flooded her shop, destroying the third wagon. Taylor called James and advised him that the third wagon was destroyed and that there was no time to manufacture any other wagons before the first Mardi Gras parade.

James so wanted to pull his dogs in the parade on February 6, 2021 that he just used the two wagons that were delivered. He loaded five large dogs into each wagon, exceeding the weight limit. James had not looked at the information sticker on the underside of the wagon specifying the weight limit of each wagon. James pulled the wagons of dogs about a mile down the route, when he heard a creaking sound coming from one wagon. The wagon tires began to wobble and one fell off, causing the wagon to violently fall to the pavement on that one side, rendering it inoperable.

The next day, James brought the wagon to a repair shop. The owner of the repair shop, Mike, inspected the wagon and advised James that the frame was not properly welded to be sturdy enough to hold the weight of more than a single large dog. In fact, he thought that putting more than one large dog in the wagon would cause the frame to collapse. Mike proceeded to weld on the frame stating this repair would give it more support. James then placed his five large dogs in the wagon, but the frame of the wagon again collapsed leaving the wagon useless.

James could not use the wagon for the rest of the Mardi Gras season. On February 1, 2022, when he was thinking of walking his dogs in a Mardi Gras day parade that year and remembered his broken wagon from the prior year, he filed a lawsuit against Taylor for his loss and damages.

TEST CONTINUES ON NEXT PAGE

Please answer the following questions. These questions are not weighted equally. Explain each answer; an answer without an explanation will receive no credit.

- 1.1. Was there a perfected sale between James and Taylor as to all the wagons? Explain fully. (5 points)**
- 1.2. Who bears the risk of loss with respect to the undelivered, destroyed wagon? State who and why. Explain fully. (5 points)**
- 1.3. What redhibitory claims is Taylor reasonably facing from James concerning the broken wagon, and what potential defenses are reasonably available to her and who is likely to prevail on each claim? Explain fully. (10 points)**
- 1.4. How are the rights of James, the buyer, affected by the good faith or bad faith of Taylor as the seller in this case? Explain fully. (10 points)**
- 1.5. Does James have a claim for failure of the goods to conform to the parties' agreement in addition to any claim he may have in redhibition? Explain fully. (5 points)**
- 1.6. Solely for purpose of this Question 1.6, assume that James filed a timely lawsuit against Taylor. What recourse does James have considering the bill of sale has "AS IS WHERE IS" language? Explain fully. (5 points)**

[End of Question 1]

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE III
FEBRUARY 2022**

QUESTION 2 (40 POINTS)

Chad is leasing commercial property in Livingston Parish under a twenty-year written lease that commenced on January 1, 2002. The lease, which contains a complete legal description of the property, grants Chad the right to purchase the property at any time during the lease term for a purchase price of \$500,000 plus an amount equal to the net profit from Chad's business on the property during the three-year period immediately before the exercise of the option. In January of 2020, Chad sent his lessor, Walt, a written notice that Chad was electing to exercise his option to purchase the property. Walt agreed to the sale and sold the property to Chad for \$750,000 on January 13, 2020.

Shortly before this sale, Chad had contacted Credit Bank to take out a loan so he could make improvements to the building on the property. Credit Bank agreed to lend to Chad, and the bank prepared an Act of Mortgage in its favor. Chad needed \$50,000 now and knew he would need more funds at a later date. The bank drafted the granting clause in the mortgage to read as follows:

In order to secure my present and future indebtedness to Credit Bank, up to a maximum secured limit of \$1,500,000, including all principal, interest, fees, costs and other amounts that I may owe to Credit Bank, I hereby grant Credit Bank a mortgage on all of my present and future interest in the immovable property in Livingston Parish, Louisiana described below.

The Act of Mortgage contains a full and correct legal property description of the commercial property and was signed by Chad before two witnesses. Credit Bank did not sign the Act of Mortgage. A notary public was not present when Chad signed before the witnesses. Thereafter, Credit Bank had one of the witnesses to the Act of Mortgage acknowledge his own signature on the Act of Mortgage by recognizing the signature as his own before the notary public in the presence of two witnesses. Credit Bank then recorded the Act of Mortgage in the mortgage records of Livingston Parish on January 16, 2020.

At the time the Act of Mortgage was executed and recorded, Credit Bank had not yet lent any money to Chad. Chad then came back later and signed a promissory note for \$50,000 on January 17, 2020 in favor of Credit Bank. Credit Bank did not perform a review of the mortgage records of Livingston Parish to search for any recorded encumbrances that might affect the title to the property before funding the \$50,000 loan to Chad.

Unbeknownst to Credit Bank, Safety Loans has a mortgage dated June 12, 2000 and recorded that same day in the mortgage records of Livingston Parish, executed by Walt encumbering the same property. The mortgage recited that it secures Walt's promissory note dated June 12, 2000, payable to Safety Loans in equal monthly installments on the 10th of each month, with the final payment due on May 12, 2014. Walt stopped making payments to Safety Loans in December 2013. Safety Loans has taken no action to collect the debt under the promissory note.

In addition, Thrifty, Inc. obtained a money judgment against Chad in a Louisiana state court on February 2, 2012 and recorded the judgment in the mortgage records of Livingston Parish on that same date. Since recording the judgment, Thrifty Inc. has taken no other action to enforce or preserve its judgment.

Walt now thinks he should not have sold the property to Chad for \$750,000, as he is seeing other comparable properties being sold for twice that amount. Walt thinks he should bring an action against Chad to rescind the sale on the basis of lesion as the property had an actual fair market value of \$500,000 at the time the lease was executed and \$1,600,000 at the time of the sale, so on January 14, 2022, Walt filed an action against Chad to rescind the sale on the basis of lesion.

TEST CONTINUES ON NEXT PAGE

Please answer the following questions. These questions are not weighted equally. Explain each answer; an answer without an explanation will receive no credit.

- 2.1. Did the lease grant to Chad a valid option to purchase the property; and, if so, was that option still valid in January 2020? Explain fully. (8 points)**
- 2.2. Was the Act of Mortgage executed by Chad in favor of Credit Bank prior to Credit Bank funding the loan, valid at the time of its execution? Explain fully. (10 points)**
- 2.3. As of the date of this exam, does Thrifty Inc. have an enforceable judicial mortgage on the property? Explain fully what steps it should have taken in the past, or should take in the future, to ensure that its judicial mortgage remains enforceable. (5 points)**
- 2.4. By what precise date did the mortgage in favor of Safety Loans need to be reinscribed in order to remain effective against third persons? Explain fully. (5 points)**
- 2.5. When Credit Bank recorded the mortgage on the property on January 16, 2020, did it have the first ranking encumbrance on the property; or if not, what was the ranking? Explain fully. (7 points)**
- 2.6. What must Walt show to prevail in his rescission action against Chad on the basis of lesion and is Walt likely to prevail? Explain fully. (5 points)**

[End of Question 2]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA STATE BAR EXAMINATION
CIVIL CODE III
FEBRUARY 2022**

QUESTION 3 (20 POINTS)

Each of the following multiple choice items counts for 2 points. Select the letter that corresponds to the correct answer.

- 3.1. Privileges
- 3.2. Rights of surety against principal obligor
- 3.3. Suretyship; solidary liability
- 3.4. Contractual capacity; rescission
- 3.5. Registry and mortgage reinscription
- 3.6. Compensation between mutual obligors
- 3.7. Reconduction of a lease
- 3.8. Prescription; extension of prescription
- 3.9. After-acquired Title Doctrine
- 3.10. Mortgages; place of recordation

[End of Question 3]

[END OF CIVIL CODE III TEST]

**LOUISIANA STATE BAR EXAMINATION
CONSTITUTIONAL LAW
FEBURARY 2022**

QUESTION 1 (40 POINTS)

For many years, each morning before the weekly town council meeting, Mary has fed birds on the sidewalk directly in front of town hall and passed out bird seed packets to others passing by. Each packet of bird seed she distributes contains a two-inch by one inch strip of paper stating, “You’ve fed the birds, now feed God’s children. Support increased funding for the town food pantry.” For several years, the town council has provided funding for 30% of the food pantry’s operational cost, with the remaining 70% funded through private donations.

Carol was recently elected to the town council. Carol has noticed that the leftover bird seed from Mary’s activities has led to a rodent problem in town hall. The sidewalk where Mary distributes the bird seed also has become dangerously slick from excess bird droppings and the cars parked adjacent to the sidewalk often need a car wash after visiting town hall on meeting days. Carol proposed ordinance 22-37 (the “ordinance”) to the town council prohibiting the feeding of birds within 500 feet of a public building. Persons violating the proposed ordinance shall be fined \$500 for each offense. The ordinance passed the town council unanimously.

After the ordinance went into effect, Mary was issued a citation and fined \$500 for feeding birds in front of town hall. Carol received several angry letters from parents who enjoyed feeding the birds with their children from Mary’s seed packets. Carol also received a complaint letter from the director of the local food pantry, Patrick. Patrick is concerned that stopping Mary’s bird seed campaign will result in a decrease of both private donations and the town council’s funding for the food pantry. Patrick supports Mary’s efforts, but never personally assisted her in the bird seed campaign.

After being fined, Mary tried to pass out flyers with the same message instead of bird seed packets, but no one took the flyers or paid attention to her. Mary is now considering filing a lawsuit challenging the ordinance. Mary’s deeply held religious and political beliefs compel her to do everything she can to help feed the hungry in her community and she would like to resume her campaign. Shortly after she was fined, Mary visited the public library and noticed that Linda, the town’s children’s librarian, has placed a hummingbird feeder filled with sugar water just outside the window of the library’s children’s section on the side of the building next to a forested lot and away from the building entrance and any parking lot. The hummingbird feeder was placed for the children’s enjoyment and has no religious or political message. Linda has never been cited or fined under the ordinance. Mary thinks she was targeted for enforcement of the ordinance because of her message. Mary believes the town’s enactment and selective enforcement of the ordinance violates her constitutional rights.

- 1.1. What arguments should Mary raise to challenge the ordinance under the First Amendment of the United States Constitution, and is she likely to succeed? Explain fully. (20 points)**
- 1.2. What arguments should Mary raise to challenge the ordinance under the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution, and is she likely to succeed? Explain fully. (10 points)**
- 1.3. If Mary does not file suit, does Patrick have standing to file a federal lawsuit challenging the ordinance on federal constitutional grounds? Explain fully. (10 points)**

[End of Question 1]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA STATE BAR EXAMINATION
CONSTITUTIONAL LAW
FEBURARY 2022**

QUESTION 2 (40 POINTS)

The Louisiana legislature recently passed a law requiring that individuals applying for a new permit to operate a restaurant in Louisiana must establish that they have resided in Louisiana for at least five years and that corporations and other business entities applying for such a permit must establish that all their shareholders or owners are Louisiana residents. The legislative history reflects that the legislature was concerned with preserving Louisiana's unique culinary traditions and ensuring that profits from those traditions benefit Louisiana's economy. Out of concern for potential lost jobs for those currently employed in existing restaurants, the legislature did not make the residency requirement applicable to existing restaurants seeking to renew their permits.

Michael moved from Missouri to Louisiana four years ago and had been planning to open a new sandwich restaurant, but his application was denied because he has not been a Louisiana resident for five years.

Allison is a chef and a resident of Alabama whose mother was born in Louisiana and taught her all their family recipes. Allison was trained to cook in Louisiana restaurants early in her career. Allison's restaurants, Chez Allison, have been very successful in Alabama and Mississippi, and she is looking to expand to Louisiana. Allison applied for a new permit to operate a restaurant in Louisiana and was denied because of the new residency requirement.

Nacho Heaven is a New Hampshire corporation that also applied for and was denied a new permit to operate a restaurant because its shareholders are New Hampshire and Vermont residents.

- 2.1. What arguments should Michael, Allison, and Nacho Heaven make to challenge the residency requirement under the Commerce Clause of the United States Constitution? Explain fully. (20 points)**
- 2.2. Are Michael, Allison, or Nacho Heaven likely to succeed in a challenge to the residency requirement under the Privileges and Immunities Clause of the United States Constitution? Explain fully. (10 points)**
- 2.3. Michael filed a lawsuit in federal district court against the proper state defendants to enjoin enforcement of the residency requirement. While the lawsuit was pending, Michael reached five years of residency and was then granted the permit. Michael promptly opened his sandwich shop. The defendants filed a motion to dismiss Michael's lawsuit arguing that an injunction is no longer necessary because Michael has a permit. Should the motion be granted? Explain fully. (10 points)**

[End of Question 2]

**LOUISIANA STATE BAR EXAMINATION
CONSTITUTIONAL LAW
FEBURARY 2022**

QUESTION 3 (20 POINTS)

Each of the following multiple choice items counts for 2 points. Select the letter that corresponds to the correct answer.

- 3.1. Commerce clause
- 3.2. First Amendment; campaign contributions
- 3.3. State action
- 3.4. Time, place and manner restrictions; free speech
- 3.5. Standing for corporations
- 3.6. Takings clause
- 3.7. Equal protection; rational basis scrutiny
- 3.8. Adequate and independent state grounds; justiciability
- 3.9. Due process of law
- 3.10. Contracts clause; legislative authority

[End of Question 3]

[END OF CONSTITUTIONAL LAW TEST]

**LOUISIANA STATE BAR EXAMINATION
CRIMINAL LAW, PROCEDURE AND EVIDENCE
FEBRUARY 2022**

QUESTION 1 (40 POINTS)

John, a 25-year-old convicted felon, had just returned home to live with his mother after being released from prison. To celebrate, later that evening, John walked to a local bar where he proceeded to consume almost a fifth of whiskey. Intoxicated, John then instigated a physical altercation with Ben, another patron at the bar. John approached Ben, removed Ben's baseball cap from his head, threw it on the ground, and told Ben to leave the bar. When Ben refused, John shoved him toward the door. In defense, Ben shoved John back and a fight ensued with John and Ben exchanging several punches. No one was badly hurt. John then left the bar.

As he was walking home, John decided he wanted some company and some marijuana. John called his ex-girlfriend Ashley, who answered the phone and told him she had plenty of marijuana for him to buy. Ashley asked John how much he wanted, and John told her he wanted to buy an ounce. John and Ashley agreed on the amount, the price and to meet at the drugstore where Ashley worked not too far from John.

John and Ashley met in the drugstore's parking lot, where John got in the front passenger seat of Ashley's truck and exchanged the cash for the marijuana. John and Ashley then sat in the car and smoked a joint. John told Ashley about the incident at the bar earlier. The two then decided to go back to the bar and "get even" by shooting it up.

John and Ashley left the drugstore's parking lot in Ashley's truck. Ashley pulled her truck over to the side of the road near where the bar was located. Ashley reached into her back seat and gave John a 22-caliber rifle. Ashley then removed her pistol from underneath her seat. Ashley pulled back onto the road and proceeded toward the bar. As they approached the bar, John and Ashley hung out the window and fired several shots in the bar's direction. Several bullets hit the cars of patrons who were still inside. Several bullets also went through the bar's windows. A bullet shot from John's rifle ricocheted and hit the bartender in the arm. He was taken to a local hospital and released later with several stitches.

Immediately after the shooting, Ashley sped away. A police officer who witnessed this activated his patrol unit's emergency lights, signaling for Ashley to stop her vehicle. Ashley, however, continued to speed away. Ashley turned the corner out of the officer's sight, abruptly stopped the vehicle, and told John to get out and run. John complied. Ashley then sped away, attempting to evade the police officer. She was ultimately pulled over.

- 1.1. With what crimes can John be charged and convicted under Louisiana law, with what crimes can Ashley be charged and convicted under Louisiana law, and what are the elements of each crime? Explain fully. *First*, address the crimes committed by John, *and then* address the crimes committed by Ashley. (40 points)**

[End of Question 1]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA STATE BAR EXAMINATION
CRIMINAL LAW, PROCEDURE AND EVIDENCE
FEBRUARY 2022**

QUESTION 2 (40 POINTS)

Assume all the facts given in Question 1, in addition to the following:

Once Ashley had pulled over and stopped her vehicle, she was apprehended by law enforcement. Ashley was immediately placed under arrest, handcuffed and placed in the back of the police cruiser. The police officers then searched Ashley's vehicle and found Ashley's pistol and a clear plastic bag containing an ounce of marijuana. Both were seized. Prosecutors intend to introduce the gun and marijuana into evidence at trial.

After their initial investigation, detectives learned that Ashley was with John during the shooting. Accordingly, after learning of John, the police officers suspected that he may possess evidence that would be helpful for their investigation of the shooting. The officers drove to John's home with the intention of conducting a search for any relevant evidence and to arrest John. Upon arrival, they identified themselves to John's mother and requested her consent to search the residence. John's mother readily consented to the search. However, John was present and vigorously opposed the search and refused to give his consent. Relying on the consent given by John's mother, officers proceeded to search the home and discovered nothing relevant to their case. However, they did locate and seize multiple firearms and a gram of cocaine. John was then arrested.

Upon arrival at the police station, the officers placed Ashley and John into separate holding cells. Officers told John they would return once they finished taking Ashley's statement. The officers then escorted Ashley down the hallway into an interrogation room. After being advised as to her rights under Miranda, Ashley said she wanted a lawyer. The officers then left Ashley in the interrogation room for a couple of hours during which time John remained in his holding cell. Officers wanted John to believe Ashley was speaking with the officers.

Officers subsequently returned Ashley to her holding cell and went to get John. After allowing him to use the restroom, the officers escorted John to the interrogation room. While walking to the interrogation room, officers told John that Ashley had confessed to everything and that they knew the truth. John didn't say anything in response. Officers then advised John of his rights per Miranda once in the interrogation room and John agreed to waive his rights and speak with the officers. John quickly confirmed that he and Ashley had shot up the bar and smoked weed together. John told the officers there was no reason to deny anything since Ashley had already confessed.

After John confessed to everything, officers returned to the holding cell where Ashley was and told her that John had confessed to everything and that if Ashley just answered their questions, they would go easy on her. Ashley subsequently agreed to speak with officers and confessed to her role in the crimes as well.

Please address the following four questions:

- 2.1. On what state and/or federal constitutional basis, if any, may Ashley challenge the search and seizure of the evidence (firearm and marijuana) from her vehicle; and is she likely to succeed? Explain fully. (10 points)**
- 2.2. On what state and/or federal constitutional basis, if any, may John challenge the search and seizure of the evidence (firearms and cocaine) from his residence; and is he likely to succeed? Explain fully. (10 points)**

TEST CONTINUES ON NEXT PAGE

- 2.3. On what state and/or federal constitutional basis, if any, may John challenge the admissibility of his statement to the officers at the police station; and is he likely to succeed? Explain fully. (10 points)**
- 2.4. On what state and/or federal constitutional basis, if any, may Ashley challenge the admissibility of her statement to the officers at the police station; and is she likely to succeed? Explain fully. (10 points)**

[End of Question 2]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA STATE BAR EXAMINATION
CRIMINAL LAW, PROCEDURE AND EVIDENCE
FEBRUARY 2022**

QUESTION 3 (20 POINTS)

Each of the following ten multiple choice items counts for 2 points. Select the letter that corresponds with the correct answer.

Note: Question 3 involves separate questions and is NOT based on the facts in Questions 1 and 2.

- 3.1. Evidence of other crimes
- 3.2. Motion to quash
- 3.3. Procedures relating to objectionable evidence
- 3.4. Speedy trial
- 3.5. 8th Amendment forfeiture
- 3.6. Scope of cross-examination of witnesses
- 3.7. Impeachment evidence
- 3.8. Preliminary examination
- 3.9. Warrants; execution; search of a person for bodily samples
- 3.10. Institution of criminal proceedings

[End of Question 3]

[END OF CRIMINAL LAW, PROCEDURE AND EVIDENCE TEST]

**LOUISIANA STATE BAR EXAMINATION
FEDERAL JURISDICTION AND PROCEDURE
FEBRUARY 2022**

QUESTION 1 (40 POINTS)

Luke, a long-time resident of Louisiana (LA), hired United Docks and Lifts LLC (“*United*”) to build a covered boat house and a dock and install a boat lift at his new house on the lake. United is a Louisiana limited liability company that specializes in designing, manufacturing, and building custom docks, boat houses, and boat lifts. United has two members: Do Good Work, Inc. (“*Good*”) and Rich Investments, L.P. (“*Rich*”).

Good is a corporation organized in Delaware (DE). All shares of Good are owned by Mark, who lives in Mississippi (MS). Good has offices in several states but Good’s largest facility is located in Arkansas (AR). Good’s vice presidents who oversee, direct and coordinate its operations are located in Good’s MS office. Good also has manufacturing facilities in 5 other states with its two largest in LA and AR.

Rich is a limited partnership organized under Louisiana law. Its sole general partner is Green Money, LLC (“*Money*”), which is a LA limited liability company. Jack, who lives in Texas (TX), is Money’s sole member. The sole limited partner of Rich is Big Bucks, Inc. (“*Big Bucks*”), a Texas corporation with its principal place of business in Austin, TX.

A few months after United completed construction, Luke was caught in a violent storm when docking his boat under his new boat house. As Luke was attempting to secure his boat by lifting it out of the water, heavy winds caused the roof of the boat house to collapse and cause the cables of the boat lift to snap. The boat was damaged from the collapsed roof and Luke’s arm was severely injured. Luke was airlifted to a hospital for emergency surgery to his arm. Luke will require several months of physical therapy and may never regain full range of motion in his arm.

After the accident, Luke moved to MS with his girlfriend so that she can assist him in his recovery. Luke asked a friend of his to watch his house while he is gone. Luke has enjoyed the six months living in MS with his girlfriend but he has not decided if he is ready to leave his friends and family back home in LA for good.

Luke filed a complaint against United in a Louisiana federal district court. The complaint prays for an award of the property damage, medical bills and lost wages as well as any and all other damages Luke may be entitled to.

Answer the following questions; a correct answer without an explanation or discussion will not be awarded any points.

- 1.1. Does the Louisiana federal district court have subject matter jurisdiction over Luke’s complaint? Explain fully. (25 points)**
- 1.2. Shortly after the action was filed, Good moved its main office and executive vice presidents to LA. United promptly then filed a motion to dismiss for lack of subject matter jurisdiction on grounds that Luke and Good are now non-diverse parties.**

Should the court grant United’s motion to dismiss? Explain fully. (5 points)

1.3. Assume the following additional facts solely for this question 1.3. United had a contract with Pat, a Louisiana citizen, to supply materials for the construction of Luke's dock, lift and boat house. The contract called for specific grades of materials to be used for this project. Early discovery suggests that the lumber and cable supplied by Pat did not meet the contractual quality standards and that United was unaware that Pat supplied lower grade materials. United filed a motion for leave to file a third-party complaint against Pat, and Luke filed a motion to file an amended complaint adding Pat as a defendant.

- a. Will the federal court still have jurisdiction if it grants United's motion?**
- b. Will the federal court still have jurisdiction if it grants Luke's motion?**

Explain fully. (10 points)

[End of Question 1]

**LOUISIANA STATE BAR EXAMINATION
FEDERAL JURISDICTION AND PROCEDURE
FEBRUARY 2022**

QUESTION 2 (40 POINTS)

George, a Georgia citizen, was eating dinner at Cajun's Restaurant ("*Cajun's*") in Louisiana, when he slipped on a puddle of water. George filed a petition in a St. Landry Parish, Louisiana state court against Cajun's, a Louisiana corporation with only the single restaurant. His petition, consistent with Louisiana law, did not demand a particular amount of damages and offered no greater description of George's injuries than to state that he had "suffered physical injuries as a result of the slip and fall."

George delayed service on Cajun's for two months, as permitted by Louisiana law. After being served, Cajun's attempted to conduct discovery to learn the details about George's injuries, but George requested several extensions of time and said in answers to interrogatories only that he had suffered a knee injury for which he continued to receive treatment. After additional delay, George eventually produced his medical records to Cajun's, 13 months after suit was filed. The records showed that George suffered ligament injuries to his knee. His treating physician told him soon after the accident that he would need expensive surgery and lengthy rehabilitation. The production of the medical records was accompanied by George's settlement demand for \$200,000. Cajun's now wants to remove the case to federal court 27 days after the medical records were produced.

- 2.1. Describe in detail the procedure and requirements Cajun's counsel must follow to remove the case to federal court. To which federal court may the case be removed? (5 points)**
- 2.2. If the case is removed to federal court:**
- a. What steps must George take, and what grounds may he assert, to seek a return of the case to state court?**
 - b. What time limits, if any, does George face to take these steps to seek a return of the case to state court?**
 - c. What effect, if any, would George's delay in answering discovery have on the removability of the case?**

Explain fully. (10 points)

Assume for questions 2.3 and 2.4 that the case was removed and remains in federal court.

- 2.3. Assume the following additional facts solely for this question 2.3. Cajun's filed a motion for summary judgment that was supported by an affidavit from a Cajun's chef, who states that she saw George walk by the kitchen but did not see him fall. Cajun's also submitted an affidavit from George's former co-worker, who states that George had a drinking problem for the last several years and that George had been through at least two rehabilitation facilities. George opposed the motion and offered his own affidavit in which he states that he did slip and fall in the puddle of water and in which he suggests that the chef must have looked away before he fell.**
- a. What is the applicable standard for assessing Cajun's' motion for summary judgment? How should each party's submissions be analyzed under the applicable standard?**
 - b. How should the court rule on Cajun's' motion for summary judgment? Explain fully.**

Explain fully. (20 points)

TEST CONTINUES ON NEXT PAGE

- 2.4. *Assume the following additional facts solely for this question 2.4.* The owner of Cajun's met with an attorney to discuss a defense to the lawsuit. The attorney asked the owner to gather up all paperwork and records Cajun's had related to the restaurant's maintenance and clean-up procedures and send them to the attorney. Cajun's owner later delivered the business records to the attorney along with a letter in which the owner of Cajun's explained why he believed Cajun's did not follow proper procedures the day of the accident and explained what was included in the business records. The attorney reviewed the records and determined that they would not be useful to a defense of the lawsuit. George served Cajun's with a request for production of documents that asked for "all correspondence, emails, or business records of any kind that reference or are related to maintenance and clean-up procedures implemented by Cajun's."

In response to the request, must Cajun's produce:

- a. the letter from Cajun's owner to its attorney?
- b. the business records Cajun's delivered to its attorney?

Explain fully. (5 points)

[End of Question 2]

**LOUISIANA STATE BAR EXAMINATION
FEDERAL JURISDICTION AND PROCEDURE
FEBRUARY 2022**

QUESTION 3 (20 POINTS)

Each of the following multiple choice items counts for 2 points. Select the letter that corresponds to the correct answer.

- 3.1. Substitution of parties; amending pleadings
- 3.2. Rule 11
- 3.3. Waiver of defenses
- 3.4. Initial disclosures under FRCP 26
- 3.5. Appeal
- 3.6. Personal jurisdiction; timing of raising objections
- 3.7. Res judicata
- 3.8. Class actions
- 3.9. Interpleader
- 3.10. Rule 4; service

[End of Question 3]

[END OF FEDERAL JURISDICTION AND PROCEDURE TEST]

**LOUISIANA STATE BAR EXAMINATION
LOUISIANA CODE OF CIVIL PROCEDURE
FEBRUARY 2022**

QUESTION 1 (40 POINTS)

(This fact pattern applies to all of Question 1.)

The Ninjango is an electric motorcycle powered by a battery pack. The Ninjango is manufactured by Hy-Cycle, Inc. (“Hy-Cycle”), a Delaware corporation that has its principal place of business in Michigan. Hy-Cycle does not have any offices or physical locations in Louisiana, but it is registered to do business in Louisiana. Hy-Cycle’s principal business establishment in Louisiana, as designated in filings made with the Louisiana Secretary of State, is in East Baton Rouge Parish.

Motorcycle Express, Inc. (“Motorcycle Express”) is a Louisiana corporation with its registered office in Jefferson Parish. Motorcycle Express also has its motorcycle dealership located in Jefferson Parish. The Ninjango is Motorcycle Express’s bestselling electric motorcycle.

Eco-Tours, Inc. (“Eco-Tours”) is a Louisiana corporation with its registered office in Orleans Parish. Eco-Tours rents electric motorcycles to individuals looking for a convenient and eco-friendly way to tour New Orleans.

On August 1, 2019, Eco-Tours signed a contract with Motorcycle Express to purchase three new 2020 Ninjango motorcycles at Motorcycle Express’s dealership in Jefferson Parish. Within one month, the battery pack that powered each Ninjango motorcycle was fully drained and could not be recharged. As a result, Eco-Tours was unable to rent any of its Ninjango motorcycles. Eco-Tours brought all three Ninjango motorcycles back to Motorcycle Express for servicing. Motorcycle Express replaced the battery pack for each motorcycle with a new battery pack, but very shortly afterward, each of the battery packs again failed.

On July 8, 2020, Eco-Tours filed a petition in East Baton Rouge Parish against Hy-Cycle (as the manufacturer) and Motorcycle Express (as the seller) alleging that the Ninjango battery packs contained a redhibitory defect (the “East Baton Rouge Parish Lawsuit”). One week later, on July 15, 2020, Eco-Tours filed an identical petition against Hy-Cycle and Motorcycle Express in Jefferson Parish (the “Jefferson Parish Lawsuit”). Hy-Cycle and Motorcycle Express answered both lawsuits. However, Eco-Tours decided to prosecute the Jefferson Parish Lawsuit only.

- 1.1. 4 pts Do Louisiana courts have specific personal jurisdiction over Hy-Cycle? Explain fully.**
- 1.2. 4 pts Assume that Hy-Cycle and Motorcycle Express are solidary obligors under Louisiana redhibition laws. Has the Jefferson Parish Lawsuit been filed in a court of proper venue as to both Hy-Cycle and Motorcycle Express? Explain fully.**
- 1.3. 4 pts Prior to deposing Eco-Tours or its employees, Hy-Cycle would like to have Eco-Tours authenticate a copy of the 2020 Ninjango User Manual and confirm that it received a copy. May Hy-Cycle accomplish this through written discovery? If so, how? Explain fully.**
- 1.4. 2 pts Under what circumstances, if any, may Eco-Tours take depositions via remote electronic means?**

TEST CONTINUES ON NEXT PAGE

- 1.5. 6 pts Eco-Tours took the deposition of an engineer employed by Hy-Cycle who testified that the battery packs for the Ninjango motorcycles were manufactured by Batty Batteries, Inc. (“Batty Batteries”). Eco-Tours then filed the necessary motions and pleadings to add Batty Batteries as a defendant. However, Batty Batteries is located only in Tennessee, has no offices in Louisiana and is not registered with the Louisiana Secretary of State. How must Eco-Tours effect service of process on Batty Batteries? Explain fully.
- 1.6. 6 pts After service is made on Batty Batteries, what must Eco-Tours file in the record to prove service was made on Batty Batteries? Explain fully.
- 1.7. 8 pts The deadline for discovery has not passed, and a trial date has not been set. However, Hy-Cycle believes all the evidence needed to support the dismissal of Eco-Tour’s claim for loss of business income has been fully discovered. What motion must Hy-Cycle file to seek the dismissal of Eco-Tour’s claim for loss of business income? What showing must Hy-Cycle make in its motion to prevail? What type of evidence may Hy-Cycle submit to support its motion, and when may Hy-Cycle file its motion? Explain fully.
- 1.8. 6 pts The Jefferson Parish Lawsuit proceeded to trial on November 2, 2021, and final judgment was entered in favor of Eco-Tours a week later. No appeal was taken. On January 31, 2022, Eco-Tours propounds discovery to Hy-Cycle in the East Baton Rouge Parish Lawsuit. Hy-Cycle objects on the basis that Eco-Tours obtained a final judgment in the Jefferson Parish Lawsuit. Eco-Tours asserts that Hy-Cycle waived its objections by not excepting to the Jefferson Parish Lawsuit. Is Eco-Tour correct? Are there steps Hy-Cycle can still take to avoid litigating the claims filed against it in the East Baton Rouge Parish Lawsuit? Explain fully.

[End of Question 1]

**LOUISIANA STATE BAR EXAMINATION
LOUISIANA CODE OF CIVIL PROCEDURE
FEBRUARY 2022**

QUESTION 2 (40 POINTS)

(This fact pattern applies to all of Question 2.)

Acme Energy, Inc. (“Acme Energy”) is a Delaware corporation. It operates an oil refinery in Cameron Parish, Louisiana (the “Refinery”). Acme Energy is registered to do business in Louisiana. Its principal business establishment, as designated on filings made with the Louisiana Secretary of State, is in Lafayette Parish. Acme Energy has designated its Refinery manager, Joe Johnson, as its agent for service of process in Louisiana.

On June 25, 2020, a pressure valve on a vessel tank being used at the Refinery failed, causing the materials inside the vessel tank to escape into the environment (the “Release Event”). Some of the materials released during the Release Event (the “Released Materials”) traveled across the Refinery fence line and into the neighboring community known as Hackberry. The Released Materials landed on immovable and movable property located in Hackberry. It is generally accepted that the Released Materials are highly caustic and can cause irreversible paint damage. There are about a thousand homes in Hackberry.

The liberative prescriptive period for claims arising out of the Release Event expired on June 25, 2021. Brad and Carla Smith were one of the homeowners and residents of Hackberry on the day of the Release Event. The Smiths hired the law firm of Class Counsel to represent them. Class Counsel has the reputation of being one of the best class action law firms in Louisiana. On June 21, 2021, the Smiths filed a class action lawsuit against Acme Energy in Cameron Parish. No other lawsuits relating to the Release Event were filed.

The Smiths allege in the class action petition that Acme Energy was negligent in its maintenance of the vessel tank and that its negligence caused the Release Event on June 25, 2020. The Smiths further allege that the Released Materials caused irreversible paint damage to all of the immovable and outdoor movable property located in Hackberry belonging to themselves and to all of the other persons owning property in Hackberry on June 25, 2020.

- 2.1. 4 pts** Now that the lawsuit has been filed, the Smiths want to take the steps necessary to require Acme Energy to respond to the lawsuit. What steps must the Smiths take and by when must the Smiths take such steps? Explain fully. Your answer should discuss the papers and the form of the papers that must be delivered to Acme Energy.
- 2.2. 2 pts** The Cameron Parish Sheriff’s office served the necessary papers on Kate Gate, an adult employee of Acme Energy at the Refinery. Was service on Acme Energy through Kate Gate proper? Explain fully.
- 2.3. 2 pts** Where, other than Cameron Parish, could the Smiths have properly filed their lawsuit against Acme Energy? Explain fully.
- 2.4. 6 pts** Acme Energy answered. During preliminary discovery, the Smiths learned that Vessel Systems, LLC (“Vessel Systems”), which is a Louisiana limited liability company, manufactured and erected the vessel tank in April 2019. The Smiths also discovered that, on at least five occasions before the Release Event, Vessel Systems serviced and/or replaced the pressure valve that failed on June 25, 2020. The Smiths want to add Vessel Systems as a defendant to the class action. What steps must the Smiths take to add Vessel Systems as a defendant to the class action? Explain fully.
- 2.5. 14 pts** Please identify the necessary prerequisites for the Smiths to bring their lawsuit as a class action on behalf of all class members. For each prerequisite, provide a detailed argument describing how the Smiths can meet the prerequisite based on the facts provided.

TEST CONTINUES ON NEXT PAGE

- 2.6. 4 pts *Assume for purposes of answering questions 2.6-2.7 that the Smiths failed to timely move for class certification or seek an extension of the class certification deadline. Therefore, Acme Energy and Vessel Systems successfully caused the demand for class relief to be stricken.*
- What result does the striking of class allegations have on the lawsuit? Explain fully.
 - Can the Smiths have the demand for class relief reinstated? Explain fully.
- 2.7. 8 pts The Smiths decided not to appeal the Court’s order striking the class allegations. Thereafter, on Monday, January 10, 2022, notice to the unnamed class members (“all residents of Hackberry on June 25, 2020”) was both properly mailed to each municipal address located in Hackberry and published in the local newspaper to advise that the demand for class relief had been stricken pursuant to LCCP Article 592. For purposes of this question, assume the correctness of the following propositions of law: (i) A class action petition suspends the running of liberative prescription as to all members of the class as defined in the petition, and (ii) When prescription is suspended, the period of suspension is not counted towards the accrual of prescription. Assume the notice to the unnamed class members was valid. On or before what precise date must the unnamed class members file a petition to assert their individual claims against Acme Energy and Vessel Systems in order for their petition to remain timely? Use the calendar below, and explain fully.

January 2022						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
February 2022						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

[End of Question 2]

**LOUISIANA BAR EXAMINATION
LOUISIANA CODE OF CIVIL PROCEDURE
FEBRUARY 2022**

QUESTION 3 (20 POINTS)

Each of the following multiple choice items counts for 2 points. Select the letter that corresponds to the correct answer.

- 3.1. Pleadings definition
- 3.2. Small succession definition
- 3.3. Pleading fault of third parties in tort action
- 3.4. Delays for new trial
- 3.5. Venue in tort actions
- 3.6. Jury trial; minimum for verdict
- 3.7. Sanctions for failure to make discovery
- 3.8. Abandonment of actions
- 3.9. Successions; venue
- 3.10. Grounds for recusal of judge

[End of Question 3]

[END OF LOUISIANA CODE OF CIVIL PROCEDURE TEST]

**LOUISIANA STATE BAR EXAMINATION
TORTS
FEBRUARY 2022**

QUESTION 1 (40 POINTS)

After a recent hurricane, there was a lot of work to do in Jackson City to get the city back to pre-storm status. XYZ Debris Removal obtained a large contract with Jackson City to perform recovery efforts after the hurricane. But XYZ did not have enough drivers to conduct debris removal in Jackson City, so XYZ contracted with ABC Trucking to perform some of the debris removal jobs. XYZ and ABC entered into a contract where they agreed that XYZ was the “statutory employer” of ABC employees and that ABC employees would be performing work that was “integral” to XYZ’s ability to fulfill its contract with Jackson City.

Kennedy, an employee for XYZ, had been reprimanded several times for texting while driving on the job. Such conduct is a direct violation of XYZ rules. Two weeks before the hurricane, Kennedy got in an accident because she was texting while driving an XYZ vehicle. XYZ placed her on probation and prohibited her from driving for the company for a month. Before the month was up, the hurricane hit. XYZ needed all hands on deck and thus allowed Kennedy to resume driving for XYZ again before her probationary period ended.

A week after XYZ and ABC entered into their contract, Myles was driving his truck on the same street as Kennedy. Myles noticed that Kennedy was texting on her phone while she was driving an XYZ truck. Kennedy stopped her XYZ truck and began picking up debris. When Kennedy finished picking up debris on the street, she began backing up her truck, traveling 30 mph, while she was also looking down at her phone. The posted speed limit is 15 mph. Myles was stopped behind Kennedy and could see that Kennedy was going to back into his truck. Myles quickly jumped out of his truck and ran backwards a few feet away from his truck. While running backwards, Myles tripped and fell on a large crack in a sidewalk. Myles immediately experienced pain in his neck, shoulders, and his right hand. Kennedy hit Myles’s truck and totaled it, but Kennedy never physically hit Myles.

- 1.1. What theory or theories of liability might Myles reasonably assert against Kennedy; what defense(s) might Kennedy reasonably raise; what damages are potentially recoverable; and which party is likely to prevail? (20 points)**
- 1.2. *For Question 1.2 only, assume that Myles is an ABC Trucking driver and was picking up debris at the time of this incident.* What theory or theories of liability might Myles reasonably assert against XYZ; what defense(s) might XYZ reasonably raise; what damages are potentially recoverable; and which party is likely to prevail? (20 points)**

[End of Question 1]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA STATE BAR EXAMINATION
TORTS
FEBRUARY 2022**

QUESTION 2 (40 POINTS)

Angelica walked into 123 General store to pick up diapers for her daughter. 123 General was a mess. There were unpacked boxes in the middle of the floor. 123 General had a lot of customers, but had only one employee working that day. As Angelica walked down the aisles, trying to avoid the mess, she turned the corner and tripped on an empty crate that was left on the end of the aisle. Angelica broke her leg in the fall. She did not see the crate before she fell. The crate was low lying and was the same color as the floor. The crate had been left there by a customer 10 minutes before Angelica fell. When Angelica reported her fall to the 123 General employee, the employee stated, “Again? I have been meaning to move that. It has just been so busy.”

After 123 General refused to offer to pay for Angelica’s medical bills, Angelica took to social media, stating “123 General is a Fraud. They are Cheats and Liars. They refuse to help me and my family even though they know they hurt me.” Angelica’s post went viral and was shared over 10,000 times. 123 General feared this would severely damage its family-friendly brand. 123 General immediately hired a PR team to deal with the bad press. The PR team ran a “smear campaign” attacking Angelica for her previous check fraud felony conviction. Angelica’s employer fired her immediately.

Angelica’s husband Ryan is so sad about Angelica’s injuries. He hates to see his wife in pain. He also relied on her to help him clean the house, take care of the kids and pay the bills. Since the fall, despite applying for three different jobs, Angelica has not been able to find new employment. Each company to which Angelica applied stated she could not be hired while she is actively receiving treatment for her injuries.

What theory or theories of liability might reasonably be asserted in each of the following actions; what defense(s) might reasonably be raised; what damages are potentially recoverable; and which party is likely to prevail?

- 2.1. Angelica v. 123 General (30 points)**
- 2.2. Ryan v. 123 General (5 points)**
- 2.3. 123 General v. Angelica (5 points)**

[End of Question 2]

TEST CONTINUES ON NEXT PAGE

**LOUISIANA STATE BAR EXAMINATION
TORTS
FEBRUARY 2022**

QUESTION 3 (20 POINTS)

Each of the following multiple choice items counts for 2 points. Select the letter that corresponds to the correct answer.

- 3.1. Medical malpractice
- 3.2. Providers of alcohol
- 3.3. Conflict of laws; products liability
- 3.4. Negligent entrustment
- 3.5. Self-defense
- 3.6. Survival action; rank of designated beneficiaries
- 3.7. Punitive damages for tort claims
- 3.8. Invasion of privacy
- 3.9. Assault
- 3.10. Strict liability for dogs

[End of Question 3]

[END OF TORTS TEST]