

OCTOBER 2022

ESSAY QUESTION 1 OF 4

Answer All 4 Questions



California First-Year Law Students' Examination

Your answer should demonstrate your ability to analyze the facts in the question, to tell the difference between material facts and immaterial facts, and to discern the points of law and fact upon which the situation turns. Your answer should show that you know and understand the pertinent principles and theories of law, their qualifications and limitations, and their relationships to each other.

Your answer should evidence your ability to apply the law to the given facts and to reason in a logical manner from the premises you adopt to a sound conclusion. Do not merely show that you remember legal principles. Instead, try to demonstrate your proficiency in using and applying them to the facts.

If your answer contains only a statement of your conclusions, you will receive little or no credit. State fully the reasons that support your conclusions and discuss all points thoroughly.

Your answer should be complete, but you should not volunteer information or discuss legal doctrines that are not pertinent to the resolution of the issues raised by the call of the question.

You should answer according to legal theories and principles of general application.

QUESTION 1

For two years Albert has worked full-time for Bob's automobile dealership, which sells high-value classic cars. Bob provides Albert with a uniform, a car, and a handgun registered to the dealership that Albert carries on the job. Albert has a license from the state to carry a gun and knows that it is a crime in the state to leave an unattended firearm in a motor vehicle, unless it is kept in the locked trunk or kept in a locked container out of plain view inside of the vehicle.

At all times during his work for Bob's dealership, Albert has been a model employee.

One day Bob sent Albert to a local restaurant to purchase take-out food for the dealership's employees. Instead of going directly to the restaurant, Albert drove five miles in the opposite direction to a pharmacy to pick up some medication that was being held for him. Because he was in a hurry, Albert left his gun on the car seat under a towel instead of locking it in the trunk as he normally did. Carl, who was standing nearby, broke into the car and took the gun while Albert was inside the pharmacy.

Several months later, Carl's roommate Drew, without Carl's knowledge, used Albert's gun in an armed robbery during which Drew shot and wounded Storeowner. After Drew's arrest, the gun was traced back to Bob's dealership.

1. What tort claims can Storeowner reasonably bring against Albert; what defenses can Albert reasonably assert; and what is the likely outcome? Discuss.
2. What tort claims can Storeowner reasonably bring against Bob; what defenses can Bob reasonably assert; and what is the likely outcome? Discuss.

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QUESTION 2

Mark, a recently licensed registered nurse (RN), is able to earn a significant salary working as a temporary nurse due to a nationwide nursing shortage. One year ago, Mark signed a valid contract with Eastern Hospital in New York requiring that he work for 18 months for \$10,000 per month.

Mark recently spoke to the Director of Western Hospital in Sacramento, California, about an open RN position there paying \$15,000 per month for 18 months. The Director of Western Hospital told Mark, "We need you badly and, because you work for Eastern Hospital, we know that you are qualified. You are hired – come quickly!" Mark immediately quit his job at Eastern Hospital, which required that Eastern Hospital hire a new temporary RN on a 6-month contract at \$12,500 per month.

Mark paid: (1) \$3,000 to his New York landlord to end his apartment lease; (2) \$3,000 for a rental truck and gas to move to Sacramento; and, (3) \$4,000 for a one-month apartment lease in Sacramento while he looked for a permanent place to live.

Upon arriving at Western Hospital, Mark filled out a job application. After reviewing the application, Western Hospital's Director told Mark that he did not have enough experience for the job he had been offered. The Director said he would call other hospitals on Mark's behalf. As a result, two days later Mark was offered a similar RN position at Central Hospital in Sacramento at \$10,000 per month. Because Mark was so upset about what had happened, Central Hospital agreed that he did not have to start work there until two months later.

1. On what basis could Mark sue Western Hospital? Discuss.
2. Does Mark have any remedy against Western Hospital and, if so, in what amount? Discuss.
3. On what basis could Eastern Hospital sue Mark? Discuss.
4. Does Eastern Hospital have any remedy against Mark and, if so, in what amount? Discuss.

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ESSAY QUESTION 3 OF 4

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QUESTION 3

Out of work and out of money, Andy and Bruce spent the entire day drinking beer and playing video games in Andy's apartment. After their game console quit working, Andy told Bruce that they should go to a nearby store and get a console that worked. Andy was clearly drunk, so Bruce drove them to the store in his car, a convertible with the top down. After Bruce parked in front of the store, Andy told Bruce, "Listen, you stay in the car and keep the motor running while I go grab us a new game console."

Once in the store, Andy took a box with a \$1,000 game console and headed to the front door. When confronted by a security guard who asked him for his receipt, Andy yelled, "You'd better get out of my way, or else." When the security guard did not move, Andy pushed the guard, who lost his balance and fell, hitting his head on the floor.

After running out of the store, Andy jumped in the car, yelling to Bruce, "Let's get out of here before the cops come!" Bruce, who against Andy's wishes had turned off the car, asked Andy, "What happened?" Andy replied, "Just like I told you. I grabbed it and ran!" Bruce and Andy then drove away.

After reviewing the video footage from inside and outside the store, the police recognized both Andy and Bruce and arrested them.

1. With what crimes can Andy be reasonably charged? Discuss.
2. What, if any, defenses does Andy have? Discuss.
3. With what crimes can Bruce be reasonably charged? Discuss.
4. What, if any, defenses does Bruce have? Discuss.

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QUESTION 4

Ellen recently bought a small condominium in City for her son Dylan's use during college. Ellen signed an agreement with Contractor to: (1) renovate the condominium's bathroom with new fixtures and tile; (2) replace the flooring in the kitchen; and (3) repaint the interior of the entire condominium. Ellen and Contractor agreed that the project would be done for \$100,000, of which \$75,000 was for the cost of labor. Ellen told Contractor that Dylan was renting an apartment and would move into the condominium as soon as Contractor finished his work.

The agreement Ellen and Contractor signed specified that if the work was not completed within three months, a late fee would be deducted from the price. The agreement also included this clause: "Neither party shall be held liable or responsible to the other party for delay in performing any obligation set forth herein when such delay is the result of causes beyond the reasonable control of that party."

The project did not go smoothly. First, Ellen refused to pay Contractor's bill for the cost of City's building permit, which he had to obtain before starting work. Ellen had understood and believed during her discussions with Contractor that the \$100,000 price included all permits. Contractor had not mentioned the cost of the building permit because in his experience it was typically paid for by the owner and was not addressed in their agreement.

Second, Contractor took six months to complete the renovations due to production and delivery issues for the flooring and tile. Contractor refused to accept any deduction to the price due to this delay because of a nationwide shortage of those materials, which arose after the agreement was signed.

The three-month delay required that Dylan extend his apartment lease.

1. Does Ellen have any basis for not reimbursing Contractor for the cost of City's building permit? Discuss.
2. Does Dylan have any basis to make a claim against Contractor? Discuss.
3. Does Contractor have any defense(s) for his late performance? Discuss.