Kevin, a stockbroker, embezzled money from his clients’ accounts. Kevin’s supervisor, Mark, noticed unusual transactions in Kevin’s accounts and began investigating them.

Fearing discovery, Kevin decided to burn down Mark’s house to kill him. On December 18 at 11:00 pm, Kevin drove to a gas station two miles away from Mark’s home and purchased some gasoline and matches. Kevin opened the door to the screened-in rear patio, entered, and set a patio chair ablaze. Immediate regret set in, and Kevin decided he no longer wanted to burn down Mark’s house. Kevin put out the flames and left, grateful he had not damaged Mark’s home. However, Kevin did not realize that the chair was still smoldering; it eventually caught fire again and the flames destroyed Mark’s house.

Kevin thought that Mark was home when he lit the fire, but Mark was at the office working late. On the same night around 11:15 pm, Mark returned home and saw Kevin’s vehicle leaving his neighborhood. Mark found his house on fire and called the police. Officer Peters arrived, and Mark told Peters about seeing Kevin leaving the neighborhood, the fire, and the suspected embezzlement.

Peters investigated Kevin and obtained an arrest warrant, based on probable cause, for Kevin on embezzlement charges. Peters went to Kevin’s home, knocked on the door, and was greeted outside by Kevin and his girlfriend, Sarah, who lived with Kevin. Kevin was handcuffed and arrested. Kevin told the officers, “You cannot come inside my house!” Looking at Sarah, Kevin yelled, “Don’t let them search the house!”

Kevin was placed in a patrol vehicle, and Peters approached him. Peters told Kevin he had the right to remain silent, that anything he said would be used against him in court, and that he had the right to have an attorney present during questioning. Peters then asked Kevin where he was on December 18 at 11 pm, and Kevin replied, “It wasn’t me! I put out the chair fire!” Kevin was then taken to jail.

Peters told Sarah that Kevin was arrested only for embezzlement, but that he believed Kevin also had burned down someone’s house. Peters asked Sarah if he could search the house for evidence related to the embezzlement charge.
Sarah agreed. As a result of this search, Peters seized incriminating documents related to the embezzlement charge. Sarah also agreed to assist Peters by making a recorded phone call to Kevin to elicit information about whether Kevin had burned down a house.

The next day, Kevin attended his first appearance for the embezzlement charge, where he was appointed an attorney at his request. After Kevin left the courthouse, Peters had Sarah call Kevin on a recorded line. During the call, Sarah asked, “Did you burn down someone’s house?!” Kevin admitted that he started to burn down the house but quickly put out the fire. Sarah hung up the phone. A few minutes later, Peters called Kevin back and told him about the previously recorded conversation. Peters then told Kevin, “It’s all out there now; you may as well confess to the embezzlement too.” Kevin confessed and told Peters about the money he embezzled.

Prepare a memorandum that discusses the following:

A. Assume Florida’s criminal statutes are based on common law crimes. Discuss any crimes other than embezzlement with which Kevin can be charged and any defenses to those crimes.

B. Discuss the legality of the search of Kevin’s home and whether evidence obtained during the search would be admissible against Kevin.

C. Discuss the admissibility of the statements Kevin made: (1) to Peters in the patrol car immediately after his arrest; and (2) to Sarah and to Peters the next day on the phone.

END OF QUESTION NUMBER 1
The Gulf County Board of Commissioners has received complaints about political signs relating to an upcoming election posted on residents’ property. Specifically, several residents have installed bright lights to draw attention to their signs at night. One complaint is that the lighted signs are unsightly and unnecessary, as street lights in the neighborhood already make the signs visible at night. Another complaint is that the signs are unsafe because they distract motorists. In the last month, four auto accidents have occurred in residential neighborhoods in which at least one driver claimed to be distracted by a brightly lit political sign.

Smith, Jones, and Green are three of the five members of the Gulf County Board of Commissioners. Last weekend, Smith had a birthday party for her five-year-old son, and Jones and Green attended. During the party, Smith pulled Jones and Green aside to talk about the sign-related complaints. In that conversation, they discussed three ideas for enacting a county ordinance that would address the residents’ complaints:

• **Proposal 1**: Residents may not install lighting for political signs on their property.

• **Proposal 2**: Residents may not install lighting for any signs on their property.

• **Proposal 3**: Residents may install lighting for signs on their property, but only after receiving a license from a special committee. The committee would only grant the license for lighting that is not unreasonably hazardous and comports with the aesthetic of the surrounding neighborhood.

Smith, Jones, and Green agreed that instead of fining violators, the county’s police should enforce the new ordinance by simply confiscating any lighting equipment that does not comply. They believe that removing non-compliant lighting equipment immediately will reduce the risk of distracted driving.

Before moving forward with formal action, Smith seeks your legal opinion on the constitutionality of the foregoing proposals.
Prepare a memo that addresses the following:

1. Discuss whether each of the three foregoing proposals, and the suggested method of enforcement, are consistent with the *United States* Constitution.

2. Discuss whether Smith’s conversation with Jones and Green at the birthday party raises any issues under the *Florida* Constitution.

**END OF QUESTION NUMBER 2**
Natalia and Mitchell decided to buy their first home. They found their dream home and noticed that it was located in a flood zone. The sellers provided Natalia and Mitchell with a disclosure form which included the question: “Has flooding affected the property?” In response, the sellers answered: “No.”

Natalia and Mitchell offered to purchase the home for $300,000. The sellers accepted the offer. Natalia and Mitchell hired an inspector who came out to the premises and reported that the home appeared to be in good condition, and the sale closed shortly thereafter.

Natalia asked an alarm company to install an alarm system in the home the day after they moved in. The alarm company’s technician arrived and presented her with a 5-year contract with the following early termination penalty provision: “If you terminate your contract before the expiration of its five-year term, an early termination fee of 80% of your total remaining balance on the five-year contract will be due immediately.”

Natalia was not sure if she would like the alarm company’s service and did not want to be penalized for an early termination. She crossed out the early termination penalty provision and any reference to a five-year term, and then signed the contract. The technician took the signed contract back, placed it in a folder in his vehicle, and installed the alarm system.

Five days after Natalia and Mitchell moved into the home, they awakened to their furniture soaking in a foot of water inside the home. They looked outside their living room window and saw that their two cars in the driveway were flooded with water.

Two of Natalia’s and Mitchell’s new neighbors came by the home that morning. The neighbors explained that flooding was a regular problem on their street. The neighbors said that the sellers who sold the home to Natalia and Mitchell frequently complained about the flooding problem and were often seen walking through flood water in the home’s front yard with their pants rolled up.

Natalia and Mitchell were furious. The next day, they moved in with Natalia’s parents, and Natalia called the alarm company about canceling the contract. The alarm company insisted that Natalia owed them the early termination penalty fee of 80% of the five-year contract.

Question 3 continues on next page
Natalia and Mitchell sought an attorney to advise them about their rights with respect to the sellers and the alarm contract. They consulted with Smith, the sole lawyer in the Smith Law Firm. Natalia and Mitchell saw an advertisement online for the Smith Law Firm in which Smith was identified as the “founding member” of the firm. The advertisement also stated: “Cheated? I will get your money back!” During the consultation, Smith explained that he had handled similar matters since he began practicing 2 years ago. Smith also told Natalia and Mitchell that in order for him to accept the representation, they would have to agree to submit any disputes regarding legal fees to mandatory arbitration.

Prepare a memorandum that addresses: (1) the claims, defenses, and possible remedies in a lawsuit by Natalia and Mitchell against the sellers; (2) whether Natalia and Mitchell have any legal obligation to pay the early termination fee to the alarm company; and (3) any ethical considerations raised by Smith’s conduct.

END OF QUESTION NUMBER 3

END OF MORNING SESSION