

MORNING SESSION

Tuesday, February 25, 2025

QUESTION NUMBER 1

(Use bright blue booklet for essay answer)

Paige Parker has come to your office with a dispute regarding the construction of her guesthouse. It began with a series of text messages between her and Dylan Daniels, who owns DD Construction, Inc.:

Paige: Hi Dylan! I was hoping to hire you to build a guesthouse. I just emailed you the plans.

Dylan: Sounds great! I've looked at the plans and my company does that kind of work. What's the project timeline?

Paige: A landscaping company is doing major work on my entire property, including where the guesthouse would go. They will be working for at least a few months, but are starting at the guesthouse site and should be done with that part on May 1. The architect says the guesthouse construction should take about five months, but we need it finished before my family visits on November 1. I have nowhere to put them in my house!

Dylan: We will be able to start construction that week. Five months is realistic—it should be ready by early October.

Paige and Dylan signed a formal agreement, and Paige picked the siding and other materials she wanted. She chose a siding called “Rustic River Rock” that she especially liked. The relevant provisions of the agreement are:

BUILDING CONTRACT

This Agreement is between DD Construction, Inc. (“Contractor”), and Paige Parker (“Client”). In consideration of the below promises, the parties agree as follows:

1. Contractor is responsible for supplying the materials and constructing the Client’s desired guesthouse according to plans previously provided by Client (“The Building”).

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2. Contractor will begin work on The Building the day after completion of Client's ongoing landscaping services.
3. The total price for Contractor's services is \$60,000, which is due within seven days of execution of this Agreement, \$10,000 of which shall be "the Deposit."

* * *

7. The Building's siding will be stone imitation siding style Rustic River Rock.

* * *

23. In the event of a delay or cancellation of the work described in this Agreement because of circumstances outside of Contractor's control, Contractor is not liable for any damages except the return of Client's \$60,000. Notwithstanding any other language in this Agreement, if Client cancels the work for any reason, then Contractor shall have the option to keep the Deposit as compensation for its time and efforts.

* * *

31. This agreement supersedes all prior agreements between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

Paige paid the \$60,000 three days after executing the agreement, and Dylan arrived with a work crew at the property on May 2. The landscaping company was still working on the property, but had finished at the building site on May 1.

When Dylan arrived, he explained that DD Construction would not have the Rustic River Rock siding available to finish by November. He offered to use "Radiant River Rock" siding instead. Although the two siding styles look similar, Paige could tell the difference, as Radiant River Rock has brighter tones.

Paige refused the substitute siding and sent away Dylan and the work crew. Paige has since learned that DD Construction had obtained the Rustic River Rock siding for Paige's project, but later entered into a more profitable contract involving the same siding with another customer. DD Construction decided to use the Rustic River Rock siding on the other project and could not obtain more to use on Paige's project because of a recent supplier shortage.

DD Construction sent Paige \$50,000, but is refusing to return the \$10,000 deposit. DD Construction maintains that it never breached the agreement, as

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Paige fired DD Construction while the landscaping company was still at the property.

Paige found a replacement builder with the proper siding who charged her \$80,000, but could not finish the project until November 7 because of the short notice. Because the guesthouse was not finished by November 1, Paige paid \$1,500 to put her visiting family in hotel rooms while the work was finished.

Paige seeks assistance from your law firm. Prepare a memorandum as follows:

- A. Discuss whether Paige has a viable breach of contract claim against DD Construction. Your discussion should include any arguments that DD Construction may raise against Paige's claim.
- B. Discuss the damages that Paige is likely to recover if she prevails on a breach of contract claim against DD Construction.

END OF QUESTION NUMBER 1

QUESTION NUMBER 2

(Use bright green booklet for essay answer)

One year ago, Wendy was involved in a car accident. Wendy was stopped at a red light when she was struck from behind by a General Housewares Inc. (“GHI”) delivery truck. The truck was on its way to make a delivery within GHI’s normal business hours. Wendy had unfastened her seatbelt just before the accident, attempting to get something from her purse. In the accident, Wendy was thrown from the car and suffered severe injuries to her head, back and limbs. The police investigation revealed that the GHI driver, Kyle, was texting his girlfriend about groceries at the time of the accident.

Wendy was in the hospital for three months and underwent multiple surgeries. The accident left her substantially disfigured all over her body, including visible scars on her face. In addition, Wendy lost most of the use of her left arm and is in constant pain. Finally, the head trauma has made it very difficult for Wendy to perform mental tasks. Thus far, Wendy has incurred \$500,000 in medical bills, \$5,000 of which she has paid for because insurance did not cover all costs.

Before the accident, Wendy was a successful CFO making \$150,000 per year. However, after the car accident, she made \$50,000 last year because of missed work and the inability to fully perform her duties. While her employment contract prevents her from being fired under these circumstances, the contract ends in 12 months. Because of the terms of the contract, she will again only make \$50,000 this year because of her likely inability to fully perform her duties.

The accident also negatively affected Wendy’s marriage. Her husband, Howard, exhausted his leave and quit his engineering job to take care of Wendy and their 4-year-old son, Brian. After taking on this new caretaker role, Howard began going out to drink at local bars so frequently that Wendy believes Howard has an alcohol problem. Howard has become very short-tempered and irritable, and he argues with Wendy more frequently. While he has never hurt her or Brian, Wendy believes that Howard’s behavior is escalating to the point that he may do so one day.

Because of Howard’s change in behavior, Wendy is considering filing for divorce after 15 years of marriage. If she does, she wants to have exclusive parental responsibility over Brian. She does not want to coordinate with Howard about Brian’s care due to Howard’s alcohol use and temper. Wendy also does not want to pay Howard alimony because she believes he can return to his old engineering job, albeit with some updated training. In that job, Howard made at least \$100,000 per year.

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Because Howard is unemployed, Wendy's income is the family's sole source of income. Wendy's current income is barely enough for Wendy to pay the family's bills.

Wendy also wants exclusive use and possession of the house for herself and her son, as the house has been modified to accommodate her physical disabilities and is close to Brian's school. Wendy bought the house in Tampa 10 years ago in her name because at the time, Howard's credit would have increased their mortgage rate.

Wendy seeks your legal advice. Prepare a memorandum as follows:

- A. Evaluate claims that Wendy may have resulting from the car accident, including theories of liability, potential defendants and their defenses, and what types of damages she may be able to recover. In your analysis, assume that texting while driving is a traffic law violation in Florida.
- B. Evaluate whether Wendy can obtain exclusive parental responsibility over Brian; whether Wendy can obtain exclusive use and possession of the home; and whether Wendy will have to pay alimony to Howard, and if so, what kind(s) of alimony.
- C. Assume that Wendy is offered a settlement for the car accident that includes itemized payments for lost wages, pain and suffering, reimbursement for medical expenses, and future medical payments. Analyze whether any of those payments would be subject to equitable distribution if Wendy receives the settlement proceeds before she files for divorce.

END OF QUESTION NUMBER 2

QUESTION NUMBER 3

(Use bright orange booklet for essay answer)

John is a political activist who has resided in Duval County with his loved ones for his entire life. For the past ten years, John has worked nights at a local hotel, so that he might pursue his political interests by day.

Senator maintains an office in Duval County. Beginning last year, John became a member of a registered political committee that would stage daily protests on the sidewalks outside of the Senator's office.

The protests consist of the committee members carrying picket signs denouncing Senator's political positions. Because the Senator's office is located in an area with high pedestrian and vehicle traffic, the protesters have caught the attention of many locals and tourists.

Concerned about the number of people traveling in the county on holidays, the county properly enacted a new ordinance that took effect November 1. The ordinance prohibits all protesting within the county on the following holidays: Memorial Day, Independence Day, Labor Day, Veterans' Day, and Thanksgiving. Violation of the ordinance is prosecutable as a misdemeanor offense, punishable by a fine of \$500 and up to 60 days in jail.

On Veterans' Day, John and other members of the political committee arrived on the sidewalk outside of the Senator's office to protest. Local law enforcement officers informed John that under the new ordinance, no protesting was permitted on Veterans' Day and the group must disperse.

John told the officers that he intended to remain and hold his picket sign, like every other day. John raised his picket sign into the air. The officers immediately arrested John for violating the ordinance.

After his arrest, John was searched. The law enforcement officers located a cell phone in his pants pocket. The officers examined the cell phone to make sure that it was not a weapon or hiding narcotics. John had not activated a lock code on the cell phone, so the officers also reviewed John's photos, text messages, and an application entitled "My Medical Records," containing the last 18 months of John's medical records. The officers also found text messages showing that John knew about the ordinance and intended to violate it by protesting on Veterans' Day.

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John, who had never been arrested before, was booked in the county jail for violation of the ordinance with no bond. At the initial appearance later that morning, the judge maintained the no bond status through the day after Thanksgiving to ensure that John would not violate the ordinance again.

Later that day, Lawyer received a call from Patty, the Vice President of the political committee of which John is a member. Patty wanted to hire Lawyer to represent John. She requested that Lawyer bill the committee directly for Lawyer's work and that Lawyer keep Patty and the committee updated on the case's progress. Patty also requested that as a condition of the representation, Lawyer would agree to take John's case to trial and appeal any court rulings adverse to John.

Prepare a memorandum as follows:

- A. Discuss the claims that John can raise under the **Florida** Constitution. Do not discuss sovereign immunity.
- B. Discuss any ethical issues raised by Patty's proposal for Lawyer's representation of John.

END OF QUESTION NUMBER 3

END OF MORNING SESSION