Rodney is a morning show host for WLAW, a radio station that broadcasts in Dade, Broward, and Palm Beach Counties in South Florida. Rodney’s regular weekday show is the top-rated radio show in the tri-county area. Two years ago, Becky, WLAW’s station manager, rewarded Rodney with a five-year contract that included a $150,000 yearly salary.

Despite Rodney’s popularity, Becky frequently reprimanded Rodney about on-air statements or jokes that she thought were in bad taste. Rodney and Becky had a particularly heated confrontation after Rodney’s show on Friday, June 1.

That weekend, the management of another radio station, WDEF, contacted Rodney. WDEF offered him a three-year contract with a 50% higher salary and a $50,000 signing bonus. The offer required that Rodney start working for WDEF immediately. Rodney told WDEF that he wanted to accept the offer because he was frustrated with Becky, but he had a noncompete clause in his WLAW contract. The clause provided that for three years after leaving WLAW, Rodney could not work in any position for another radio or television station that broadcasted in Dade, Broward, or Palm Beach Counties. Upon learning of the noncompete clause, WDEF’s management told Rodney: “Sign the contract and we will let the lawyers sort it out. We want you on the air Monday!” Rodney accepted, and on Monday, June 4, he began broadcasting his show on WDEF.

Becky was stunned. To make matters worse, on June 5, one of WLAW’s largest advertisers notified Becky that it would no longer do business with WLAW because Rodney had left the station. Later that week, two other significant advertisers informed Becky that they were taking their business elsewhere and did not explain why. Although Becky had been in difficult negotiations with both accounts over the previous two months, she suspects that Rodney’s departure was at least a partial motivation for the advertisers’ decision.

Becky scrambled to find a replacement for Rodney. On June 8, she hired Jack, another well-known radio personality in the area. Upon hearing the news that day, Rodney signed on his Twitter account and wrote to his followers: “Jack thinks he can replace me on WLAW?! He’s a total jerk! He drives drunk every weekend!” Jack was convicted of driving under the influence five years ago, but stopped drinking alcohol after the incident.
Becky now seeks your legal advice about WLAW’s and Jack’s rights with respect to Rodney’s and WDEF’s conduct. Prepare a memorandum evaluating the claims that WLAW could assert against Rodney or WDEF, and the claims that Jack could assert against Rodney. Your memorandum should discuss the remedies, if any, that are available to WLAW and Jack.
On the evening of November 10, Val and her husband, Fred, stopped by a hardware store, Toolmart, to buy some paint for their living room. As they turned into the Toolmart parking lot, it started raining heavily. There were only a few parking spots open at the back of the lot. Val, mindful that Fred had been experiencing pain in his left knee, dropped Fred off at the front of the store while she parked the car. Fred sometimes used a cane for additional support, but decided that he did not need the cane at the store and left it in the car.

Fred waited for Val inside the store, and noticed several drenched shoppers running in from the rain and into the store. When Val arrived, Fred warned her to be careful because the floor might be wet. They spent some time selecting the paint color, paid for it, and were at the door to walk out of the store when Fred remembered that they needed some lightbulbs. They agreed that Val would go get the car while Fred went back in the store to buy the lightbulbs. Just after re-entering the store, Fred slipped on the accumulated rainwater, which aggravated the injury to his left knee.

Toolmart had hired a local company, Greenscape, to redo some landscaping in the parking lot. The parking lot had long paved rows of parking spots, with landscaped islands between each row. To help market the company, Greenscape put up small wooden advertising signs with its logo and web address in the landscaped islands between the parking rows. The signs were two feet high and two feet wide and brightly colored. Greenscape put up the signs when it began the project on November 5. Greenscape did not ask Toolmart for permission to put up the signs.

While the rain persisted, Val ran for the car. Because of the time of day, darkness began to set in. Val noticed that some of the lights in the parking lot were not turned on. She left the sidewalk and cut across one of the unlit landscaped islands using a worn footpath that shoppers often used to take a shorter route to their cars. In her hurry, she did not see a Greenscape advertising sign and tripped on it. Val severely hurt her ankle, and has been unable to work since the incident.

Val and Fred come to you for advice on whether they have any claims against Toolmart or Greenscape for their injuries. They offer to hire you and allow you to take 50% of any recovery as your fee if you agree to loan them $2,500 to assist with their living expenses while Val is unable to work. They also want you to advance the costs and expenses of the litigation because they are unable to pay any money out of pocket to finance the lawsuit.
In addition, your law partner, Eddy, is currently litigating another personal injury case against Toolmart. Eddy told you that Toolmart made a lucrative settlement offer yesterday to resolve the case, and that Eddy has not yet reached the client to discuss the offer. Toolmart told Eddy that a material term of the settlement offer is that your firm must agree not to bring any more lawsuits against Toolmart.

Prepare a memorandum that discusses:

1. Any claims that Fred or Val can assert against Toolmart or Greenscape;

2. Any likely defenses that Toolmart or Greenscape may raise; and

3. Any ethical issues presented by the representation terms proposed by Val and Fred or the settlement offer in Eddy’s case.

END OF QUESTION NUMBER 2
QUESTION NUMBER 3
(Use bright orange booklet for essay answer)

Fifteen years ago, John was convicted of a felony sex offense and sentenced to five years in prison followed by a period of probation. Seven years ago and after satisfying all conditions of his sentence, John moved into an apartment building in Central City, a Florida municipality. John chose the apartment building because it was and remains the only apartment building in Central City that offers housing John can afford.

While living in Central City, John has been an exemplary citizen. Indeed, Central City’s local newspaper recently published a story in which County Judge Jeff Juris commended John’s community service on behalf of disabled veterans. John told friends after the article appeared that he intended to capitalize on his recent publicity and become a Central City Commissioner. The Central City charter does not set forth any qualification or eligibility requirements for city commissioners.

Two weeks ago, the Central City Board of Commissioners properly enacted a new ordinance (“Ordinance”) for the expressed intent and purpose of protecting its school-aged children from harm. The Ordinance:

a. makes it unlawful for any person ever convicted of a sex offense to reside within 500 feet of a school;

b. makes violation of the Ordinance punishable by up to 60 days in jail and a $1,000.00 fine;

c. directs Central City to pay at the end of each calendar year any fines collected to those schools which had sex offenders arrested within their Ordinance-protected proximities; and,

d. requires, in addition to any other conditions of pretrial release, arrested offenders to post a surety bond in an amount equal to $2,000 times the number of months they were incarcerated for the underlying sex offense(s).

John’s apartment building is 500 feet from a faith-based school that is affiliated with a local church. When John exited his apartment building yesterday morning, a Central City police officer arrested John for residing too close to the elementary school. Judge Juris has been assigned to John’s case.

Question 3 continued on next page
John immediately retained you to represent him in his criminal case. John told you that if he were forced to comply with the Ordinance, he would be homeless. John, who has become friendly with Jeff Juris through his community service work, gave you Judge Juris’s personal telephone number and tasked you to call Judge Juris about John’s case.

Prepare a memorandum addressing the following:

1. What arguments might you make that the Ordinance violates the Florida Constitution? Do not discuss whether the Ordinance may be preempted by a Florida Statute.

2. Discuss any legal barriers to John serving as a member of the Central City Board of Commissioners; and

3. Discuss any issues of ethics or professionalism raised by John’s direction that you contact Judge Juris.

END OF QUESTION NUMBER 3

END OF MORNING SESSION