

QUESTION NUMBER 1

Instructor is employed by Flying School, Inc. (FSI), a company based in Anytown, Ohio. His job is to give flying lessons to people who contract with FSI for instruction.

Mechanic is employed by Air Maintenance, Inc. (AMI), also in Anytown, Ohio. AMI performs maintenance services on aircraft owned by a variety of flight schools, airlines, and businesses, including FSI.

One day, Mechanic performed periodically required maintenance on one of FSI's training aircraft, and he failed to check the pitot tube, which was one of the routine steps in the scheduled maintenance. The pitot tube, a device that is a critical component of air speed indication, was partly blocked and was not operating properly.

Later that day, Instructor took Student, who had contracted for lessons with FSI, aloft for a flying lesson. Because Instructor arrived late for the lesson, he ran through his pre-flight checklist in a hurry. He failed to check the pitot tube and, therefore, did not discover the problem with it.

Shortly after takeoff, the malfunctioning pitot tube caused Instructor to lose control of the aircraft. The aircraft crashed into a private home, and Instructor, Student, and Resident, the occupant of the home, were all seriously injured.

The county's Emergency Medical Service dispatched two ambulances to the scene. The paramedics determined that Instructor and Student were the more seriously injured, so they placed them into the first ambulance and headed for the hospital. In the rush to get to the hospital, the ambulance driver lost control of the ambulance and crashed into a light post. Student was killed instantly as a result of the crash. Instructor survived.

Resident, who was in a coma but was expected to live, was taken to the hospital in the second ambulance. Nurse, an emergency room attendant employed by the hospital, had a perverse sense that it was his responsibility to put seriously injured patients out of their misery. He deliberately administered a lethal dose of a sedative to Resident. Resident died shortly afterwards.

1. If the estates of Student and Resident each sue FSI for *wrongful death*, on what theory should they base their claims that FSI is liable for *Instructor's* negligence, what defenses might FSI reasonably assert, and what is the likely outcome of each suit? Explain fully.
2. Should FSI be held liable for the injuries to Student and Resident based on *Mechanic's* negligence? Explain fully.
3. Should AMI be held liable to *Instructor* for his injuries? What defense, if any, might AMI assert to a claim by Instructor? Explain fully.

QUESTION NUMBER 2

Smith does business under his own name as a sole proprietor. His main manufacturing plant is in Ohio, and he has another plant in Pennsylvania. Ohio and Pennsylvania have both adopted Article 9 of the Uniform Commercial Code.

In January 2003, Smith borrowed \$5,000,000 from Bank and, to secure the loan, Smith signed a security agreement granting Bank a security interest in collateral described as “all property Smith owns and hereafter acquires.” Bank filed a financing statement in the proper public office in Ohio as required by the Ohio UCC. The financing statement, which was not signed by Smith, described the collateral as “all present and future property of Smith.”

In February 2003, Smith purchased new machinery for both of his manufacturing plants on credit from Equip Co. In June 2003, Smith borrowed \$2,000,000 from Finance Co. to pay off Equip Co. To secure the loan from Finance Co., Smith signed a security agreement granting a security interest in collateral described as “all office equipment, furnishings, and manufacturing equipment now owned and hereafter acquired by Smith.” Finance Co. immediately filed a financing statement in the proper public office in Ohio as required by the Ohio UCC. The financing statement, which was not signed by Smith, described the collateral as “all office equipment, furnishings, and manufacturing equipment now owned and hereafter acquired by Smith.”

On September 1, 2003, Smith purchased a copying machine from Photex on credit for use at Smith’s Ohio plant and signed a sales contract granting Photex a security interest in the machine. Within three days after the copying machine was delivered to Smith, Photex filed a financing statement in the proper public office in Ohio. The financing statement, which was not signed by Smith, described the collateral as being the particular copying machine sold to Smith.

In March 2004, Smith borrowed \$500,000 from Associate, a friend of his. As collateral for the loan, Smith delivered into Associate’s possession a valuable painting recently appraised at \$750,000. Smith owned the painting, which, for the past five years, had hung in the executive conference room at Smith’s Pennsylvania plant. Associate did not file a financing statement.

In May 2004, Smith purchased on credit from Video Co. a home entertainment system for his personal use at his Ohio home and signed a sales contract granting Video Co. a security interest in the entertainment system. Video Co. delivered the system a few days later. Video Co. did not file a financing statement.

Smith is now insolvent and has defaulted on all the loan and credit arrangements described above. What are the interests and priorities among Bank, Finance Co., Photex, Associate, and Video Co. as to the property owned by Smith? Explain fully.

QUESTION NUMBER 3

Ann, Bob, and Carla are equal partners in ABC, an Ohio general partnership. The partners contributed equal amounts of money at the commencement of the partnership. This money was used to purchase office furnishings and equipment in the name of ABC.

After ABC was well-established in business, Ann obtained a personal loan from First Bank in her own name. She assigned to First Bank her one-third interest in the partnership as collateral for the loan.

Later, Ann obtained a personal loan from Second Bank in her own name. She assigned to Second Bank, as collateral for the loan, her interest in the office furnishings and equipment that had been purchased at the commencement of the partnership. Still later, Ann, Bob, and Carla, on behalf of ABC, signed for and obtained from Third Bank a line of credit upon which ABC drew funds for partnership use. As collateral for the line of credit, they assigned to Third Bank their rights in the same office furnishings and equipment.

Ann defaulted on her loans from First Bank and Second Bank. ABC defaulted on the line of credit loan from Third Bank. Each bank sued in an Ohio court of competent jurisdiction for breach of its loan agreement and obtained a valid judgment against its borrower.

First Bank, seeking to enforce its judgment against Ann, requests the court to grant: (1) an order charging Ann's interest in the profits of ABC to satisfy the judgment (i.e., a charging order); (2) an order appointing a receiver to collect and pay over such profits to First Bank; and (3) an order granting First Bank the right to participate in the management of ABC until the judgment is satisfied (i.e., a management order).

Second Bank, to enforce its judgment against Ann, seeks to levy execution on Ann's interest in the office furnishings and equipment she had assigned to Second Bank as collateral.

Third Bank, to enforce its judgment against ABC, seeks to levy execution on the office furnishings and equipment of ABC.

Under Ohio partnership law, is each of the banks entitled to the relief it seeks? Explain fully. **Assume that there are no issues, and you need not discuss issues, relating to granting, perfecting, and priority of security interests under the UCC.**

QUESTION NUMBER 4

Testator, an Ohio resident, was a 90-year-old bachelor who had never married or had children. He had an existing will that left his entire estate to Niece, his deceased brother's daughter and only surviving relative. Over the years since his brother's death, Testator had developed a close, father-like relationship with Niece.

Testator was an astute businessman who was able, despite his age, to do all his own banking, keep track of his investments, and otherwise understand the nature and extent of his finances and property. However, he was not physically strong and, for the past few years, had relied on Joe, his next-door neighbor, to do his grocery shopping and transport him to his medical appointments and wherever else he needed to go. Testator often talked openly to Joe about Testator's past, his close relationship with Niece, and his finances and property.

In recent months, Testator had begun to exhibit lapses of memory. He frequently confused Joe with his deceased brother and reminisced with Joe about childhood events as if Joe had been there and experienced them. Also, Testator began to complain to Joe that Niece had stopped visiting or calling him, so much so that he was thinking of changing his will to disinherit her. Joe did nothing to dissuade Testator, although he knew that Testator was mistaken. Joe had seen Niece regularly visiting and chatting amiably with Testator after Testator began complaining about Niece.

On a day when Testator was particularly upset about his mistaken belief that Niece had abandoned him, he said to Joe, "I want to write Niece out of my will. Since you've been my loyal brother and so good to me over the past few years, I want to leave everything to you. Do you know a lawyer who can do this for me?" Joe suggested Solo, Joe's cousin, who was a lawyer, and Testator asked Joe to make an appointment for him.

Joe called Solo. Joe described Testator's mistaken beliefs that Joe was his brother and that Niece had abandoned Testator. Joe then directed Solo to prepare a will for Testator leaving everything to Joe. Joe said he would bring Testator to Solo's office on the next day to sign it.

The next day, Joe took Testator to Solo's office. Solo had a newly drafted will that left Testator's entire estate to Joe. Solo placed the new will in front of Testator and asked him whether he was sure he wanted to disinherit Niece. Testator looked at Joe, said, "I have to take care of my brother first," and asked, "Where do I sign?" Solo handed Testator a pen and pointed to the signature line.

As he gave Testator the pen, Solo called out to his secretary to come into the office and serve as a witness. After Testator signed the will in Solo's presence, Solo signed as a witness. The secretary then entered the office and, at Solo's direction, also signed as a witness. Joe was sitting next to Testator throughout these events.

Testator died two days later. The will leaving his entire estate to Joe was submitted for probate. Niece proffered for probate the earlier will that left the entire estate to her. She contested the validity of the later will on the grounds that (1) Testator lacked the capacity to make a will at the time he executed the later will; (2) the will was the product of undue influence; (3) the will was the product of fraud; and (4) the will had been improperly executed.

How should the court rule on each of Niece's grounds of contest? Explain fully.

QUESTION NUMBER 5

Sprink was a landscape contractor, and Links was the owner of a golf course open to the public in City, Ohio. In August 2002, they entered into an oral agreement for the installation of an underground sprinkler system at Links's golf course.

Sprink agreed to do the job for \$100,000, including purchasing the goods, assembling the system, and installing and testing the system. Sprink figured that \$50,000 would be attributable to labor, overhead, and profit, and that the remaining \$50,000 would be attributable to parts (pipe, fixtures, fittings, joints, and electronic control devices).

Sprink agreed to begin the job in approximately mid-March 2003 and to complete it no later than May 1, 2003. Sprink said, however, that because of other commitments, he might not be able to meet this schedule. Links acknowledged Sprink's statement. However, he impressed on Sprink the importance of getting the job done reliably so as not to interfere with the summer golf season, which was the time of the year when Links made most of his annual profits. Sprink said, "Okay, but this job is bigger than any I've done before, so I just want you to know that I'm not making any express or implied warranties of any kind." Links replied, "Well, you did the landscaping on this golf course, and I believe you know the irrigation requirements, so I'll rely on your expertise to get it done."

Because of other commitments and the intervening summer golf season, Sprink was unable to start work on Links's project until September 2003, and did not complete the job until December 1, 2003. Links paid Sprink the full \$100,000 contract price.

The following April, as the 2004 golf season was starting, the sprinkler system developed a number of severe and persistent leaks, causing large pools of water to develop on several of the fairways. Sprink returned on several occasions and made adjustments, but he was unable to correct the problem. He refused, however, to dig up the system to identify and replace the defective joints.

Because of particularly favorable weather, the 2004 golf season in City was hugely successful, as was demonstrated by the revenues of other golf courses in the area. However, when compared to the past three years, Links's profits were down by 30%, because he had to close his golf course about one-third of the days over the course of the season due to the problem with the sprinkler system. On the days he was able to open, Links's daily revenues were up. Projecting those daily revenues over the number of days in the normal golf season, Links's accountants were able to estimate reliably that his profits for the 2004 season should have been up 10% for the year. In 2002 and 2003, Links had earned a net profit of \$180,000 each year. In 2004, he earned a net profit of only \$120,000.

At the end of the 2004 season, Links hired another contractor to come in and repair the sprinkler system at a cost of \$15,000.

Links has now sued Sprink for breach of contract. In his complaint, Links asserts that the contract is governed by Article 2 of the UCC. Links claims breach of warranty by Sprink. He seeks to recover as damages the \$15,000 cost of repairs. He also seeks to recover lost profits in

the amount of \$78,000 (i.e., the \$60,000 difference between 2004 profits and annual profits from the previous two years, plus 10% of \$180,000).

Sprink asserts the following defenses: (1) the contract is not governed by Article 2 of the UCC; (2) in any event, enforcement of the contract is barred by the statute of frauds; (3) Sprink effectively disclaimed all warranties; and (4) Links cannot recover the damages he seeks because he failed to mitigate damages and his claims for lost profits are too speculative.

What is the likely outcome on each of Sprink's defenses? Explain fully.

QUESTION 6

When Suspect returned from 10 months of overseas military duty, he was distraught to learn that his girlfriend, Judy, had married Suspect's best friend, Victor. One afternoon, Suspect saw Judy and Victor walking arm in arm in a shopping center. He approached them waving his clenched fist, angrily called Victor a traitor, and threatened Victor and Judy that he would beat them up "when you least expect it." Victor said, "You don't scare us." Suspect then shoved Victor and Judy and pushed his way past them.

The next day, Suspect took out his army pistol, muttering to his roommate, "I'm going to shoot a couple of rats." At about noon, armed with the pistol, Suspect climbed quietly through an open window at Victor's house at a time when he knew both Victor and Judy were there. Suspect confronted Victor and Judy in the living room and, pointing the pistol at Victor, said, "You stole my lady. Now you're going to pay the price. But first, take that gold watch off your wrist and give it to me." After Victor complied, Suspect shot and killed Victor.

Suspect then grabbed Judy and dragged her kicking and screaming into an upstairs bedroom. He forced her to undress and had sexual intercourse with her. He then pointed the pistol at her head and pulled the trigger. The pistol failed to discharge. Suspect then placed the pistol at Judy's neck and said, "You'd better not tell the police about any of this. If you do, I'll come back and finish the job." He then fled and was later arrested.

With what crimes can Suspect be charged under Ohio law? Explain fully, including an explanation of how the facts establish each element of each crime charged.

QUESTION NUMBER 7

Attorney, who was admitted to practice law in all state and federal courts in the State of Columbia, had a very successful practice. He became interested in national politics and contributed heavily to the presidential candidate who was eventually elected to the presidency.

Attorney and his wife were in the process of obtaining a divorce when she was found dead. Attorney was subsequently charged with, and convicted in federal court of, the aggravated murder of his wife and the unlawful use and possession of a firearm. He was incarcerated in a federal penitentiary, and his license to practice law was revoked. His conviction was based on circumstantial evidence, including the facts that Attorney was the sole beneficiary of a newly purchased \$2,000,000 life insurance policy on his wife's life, and that the fatal gunshot wounds had been inflicted by a firearm of the same caliber as a firearm Attorney had recently purchased and reported stolen two days before the murder.

Attorney applied to the President for a presidential pardon of his conviction. Just before the President left office at the end of his second term, he granted Attorney a full, unconditional pardon.

Upon his release from the penitentiary, Attorney applied to the Columbia Supreme Court and the federal courts in Columbia for reinstatement of his license to practice law. The Columbia Supreme Court denied his application on the ground of a long-standing rule of court that prohibited any person ever convicted of a felony from practicing law in the State of Columbia.

The federal courts denied Attorney's application on the ground of a long-standing rule of the federal courts that a prerequisite to admission to the federal bar is that the applicant must be a licensed practicing attorney in good standing in the courts of the state where the attorney resides. The federal courts also based their denial of Attorney's application on a federal statute that had been enacted after Attorney's conviction and incarceration. That statute prohibits any person convicted of a firearms offense from practicing law in the federal courts.

Attorney also applied to the insurance company for payment of the \$2,000,000 proceeds due on the death of his wife. The insurance company denied the request for payment due to contractual language in the insurance policy. This language precludes the perpetrator of a crime who causes the death of the insured from receiving any proceeds of the policy.

Is Attorney entitled to:

1. Reinstatement of his license to practice law in Columbia state courts?
2. Reinstatement of his license to practice law in the federal courts?
3. The proceeds of the life insurance policy?

Discuss fully.

QUESTION NUMBER 8

Mark owns 100% of the stock of Widgets, Inc., an Ohio corporation with its manufacturing plant located in Cleveland, Ohio. Mark went to John's machine shop a few blocks away. He showed John a metal part that needed to be specially machined and was suitable only for a unique widget being manufactured by Widgets, Inc. Mark asked what John would charge Widgets, Inc. to produce 200 parts. John told Mark he could produce the parts for \$3,000. Mark said, "Okay, go ahead." John purchased the raw materials and machined the parts. In the meantime, Mark found another machine shop that agreed to produce the parts for \$2,500. John delivered the parts he had produced to Widgets, Inc. Mark returned the parts and refused to pay for them.

Mark also owns a lot with a vacant building on it adjacent to Widgets, Inc. On June 1, Byers orally offered to buy the lot and building from Mark for \$5,000 and to pay this price upon closing of the transaction on June 15. Mark said, "It's a deal." With Mark's knowledge, Byers entered the building between June 2 and June 5 and installed some workbenches at a cost of \$1,000. This actually increased the value of the property by \$800.

On June 10, Sally offered to buy the lot and building from Mark for \$7,000. Mark agreed. Sally gave Mark a \$500 deposit and agreed to pay the balance of the purchase price on June 15. Mark wrote, signed, and gave Sally a receipt that read: "Received from Sally, \$500 as partial payment for purchase of lot and building adjacent to Widgets, Inc. in Cleveland, Ohio; balance of \$6,500 to be paid on June 15. /s/ Mark."

On June 14, Mark decided the lot and building were worth about \$10,000. He telephoned Byers and Sally and told them he had decided not to sell. Mark returned Sally's \$500 deposit.

1. If John sues Widgets, Inc. for breach of contract, what defense might Widgets, Inc. assert, and who is likely to prevail? Explain fully.
2. If Byers sues Mark for both breach of contract and recovery of the cost or the value of the improvements he had made (the workbenches), what defense might Mark assert, and who is likely to prevail on each of Byers's claims? Explain fully.
3. If Sally sues Mark for breach of contract, what defense might Mark assert, and who is likely to prevail? Explain fully.

QUESTION NUMBER 9

Pat sued Dan for trespassing upon a portion of her lawn. At a bench trial before Judge A in an Ohio court, Pat testified that, although she had never personally seen Dan park his car on her lawn, she had never given Dan permission to do so. Pat's friend, Sue, testified that she had seen Dan repeatedly park on Pat's lawn. On cross-examination, Sue persisted in her testimony that she had seen Dan park on the lawn. She also admitted that she had recently been convicted of a felony.

At the close of Pat's case, Dan moved to dismiss Pat's suit on two grounds: (1) Pat failed to join, as a necessary party to the action, her husband Harry, who co-owned the real property with Pat, and (2) Pat had failed to produce credible evidence that Dan had parked his car on Pat's lawn.

Judge A found that Harry was indeed a necessary party. Judge A entered an order of dismissal, which stated only the following: "Case dismissed for plaintiff's failure to join a necessary party. The court finds it unnecessary to consider the second ground of defendant's motion."

The next day, Pat and Harry filed a new suit against Dan, alleging two counts: first, for trespassing on their lawn, and second, for violating a city ordinance, which stated that, "It shall be a misdemeanor for a dog owner to fail to keep his/her dog on a leash in public areas of a residential neighborhood."

At a jury trial in the same Ohio court, with Judge B presiding, Pat testified that she had seen Dan park his car on her lawn repeatedly after she had told him not to. She also testified that she had seen Dan walking his dog without a leash on the sidewalk across the street from her house several times, and that she had seen a police officer give Dan a citation for it. On cross-examination, Dan impeached Pat with the transcript of her testimony from the first trial, where she admitted she had not seen Dan park on her lawn.

At the close of Pat and Harry's case, Dan moved for a directed verdict on the trespass claim on two grounds: (1) that Judge A's order of dismissal in the first case was *res judicata*, and (2) that Pat and Harry had failed to present credible evidence that Dan had parked on their lawn.

Dan also moved for a directed verdict on the "dog leash" claim, correctly arguing to the court that, absent a trespass by the dog on the land of the complaining landowner or injury to the complainant, the law did not allow a private cause of action for violation of the ordinance.

Judge B denied both grounds of Dan's motion for directed verdict on the trespass claim and granted Dan's motion on the "dog leash" claim.

1. Could Judge A have properly granted Dan's motion to dismiss on the ground that Pat had failed to produce credible evidence that Dan had parked his car on Pat's lawn? If so, what effect would such a dismissal have had in the case before Judge B? Explain fully.

2. Did Judge B rule correctly on each ground of Dan's motion for directed verdict on Pat and Harry's trespass claim? Explain fully.

3. Was it proper for Judge B to grant Dan's motion for directed verdict on Pat and Harry's "dog leash" claim, or should he have left it up to the jury? Explain fully.

QUESTION NUMBER 10

Landlord leased to Tenant an apartment in City, Ohio, for a term of 12 months at \$700 a month. Upon signing the lease, Tenant paid \$700 as the first month's rent and gave Landlord an additional two months' rent (\$1,400) as a security deposit.

Soon after moving in, Tenant noticed that there was no hot water in the apartment and that the recessed, sealed light in the ceiling of the common hallway was burned out, making it difficult to negotiate the hallway at night. Tenant repeatedly complained to Landlord about these two things, but Landlord ignored the complaints and did nothing to correct them.

On the day the rent was due for the third month of the lease, Tenant reported the lack of hot water and the burned-out light to the City Housing Authority. She also refused to pay that month's rent to Landlord.

The Housing Authority notified Landlord that it would conduct an inspection of the apartment building based on Tenant's complaint. On the day Landlord received that notice, Landlord told Tenant he was going to evict her for failure to pay rent when due. Tenant refused to vacate the apartment.

The next day, while Tenant was at work, Landlord moved all of Tenant's belongings out of the apartment and into the hallway and changed the locks on the door. As of this time, Tenant had occupied the apartment during the third month and had not paid rent for the third month. When Tenant returned from work on that day, she gathered her belongings and moved to an apartment across town without leaving a forwarding address with Landlord.

When Landlord learned of Tenant's whereabouts several months later, Landlord demanded payment of rent for the balance of the lease term. Tenant refused and demanded a refund of her entire security deposit. Landlord refused.

Landlord and Tenant agreed to binding arbitration of their dispute. Tenant submitted the following issues for decision by the arbitrator: (1) the eviction was unlawful, (2) she is not liable for the rent for the remaining term of the lease, (3) she is entitled to recover all of her security deposit, and (4) she is entitled to damages and attorney's fees.

What legal arguments should Landlord and Tenant each make in support of their positions? Explain fully.

QUESTION NUMBER 11

Sales, a machine tool salesman employed by ToolCo, made a sales call to Manufacturer's plant. While Sales was demonstrating the use of a special conveyor-belt wrench to Boss, an employee of Manufacturer, Sales's upper body was pulled onto the moving conveyor belt; Sales suffered an injury to his lower back. Sales subsequently sued Manufacturer in an Ohio state court alleging negligent maintenance of the conveyor belt.

A year later, at the trial of Sales's suit, Manufacturer sought to introduce the following matters into evidence:

1. An hour before Sale's accident, the State Occupational Safety and Health Agency (OSHA) had completed an inspection of Manufacturer's machinery. The OSHA inspector gave Manufacturer a certified copy of her inspection report, which reflected that the machine on which Sales had been injured had been maintained in compliance with all regulations. Manufacturer offered into evidence the certified copy of the OSHA report.

2. A representative of Manufacturer's insurance carrier tape-recorded an interview conducted with Witness, an employee who was standing next to Sales at the time of the accident. Witness stated that Sales said he had been up most of the previous night celebrating his wife's graduation from law school. The audiotape of the interview was of very poor quality, so the insurance carrier representative made a typewritten transcript of the tape and gave both the tape and the transcript to Manufacturer. Witness was unavailable to testify at the trial. Manufacturer offered into evidence the typewritten transcript of the interview.

3. Pursuant to Manufacturer's regular practice, just after the accident, Boss completed a typewritten accident report describing the incident and placed it in Manufacturer's files. A month later, there was a fire in the file room, and this accident report was among the records that were destroyed. Boss then wrote a report of the incident from his best memory. Boss testified that the original had been destroyed in the fire and that he had prepared the handwritten copy from memory. Manufacturer then offered into evidence Boss's handwritten report.

4. Manufacturer next offered Boss's oral testimony, without reference to the handwritten report, as to the contents of the report that had been destroyed in the fire.

5. After the accident, Sales was treated extensively by Doctor. Doctor ordered x-rays, examined the x-ray films, and wrote a report in which she concluded from her examination of Sales and the x-rays that Sales had suffered a permanent disability because of his lower back condition. Neither Doctor's report nor the x-ray films were in evidence. Expert, a physician hired by Manufacturer, was qualified as an expert. Manufacturer offered Expert's oral testimony that, although he had not looked at the x-ray films, he had reviewed Doctor's written report. Based exclusively on his review of the written report, Expert concluded that the x-rays showed only a lumbar disc bulge and did not support a finding that Sales had suffered a permanent disability.

Ignoring objections based on hearsay and relevance, what objection, if any, might Sales make as to each of the foregoing items of evidence, and how should the court rule on each? Explain fully.

QUESTION NUMBER 12

Attorney is a lawyer who has his office in Columbus, Ohio. He is licensed to practice only in Ohio. He has two employees, Paralegal and Clerk. Neither Paralegal nor Clerk is licensed to practice law.

Paralegal's duties include managing the office, preparing and filing court papers in probate, and handling small business matters relating to Attorney's clients, all under the direction and supervision of Attorney. All time Paralegal spends on client matters is billed to the clients. Attorney pays Paralegal a salary plus 5% of the fees received from clients for the hours billed for Paralegal's work.

Clerk, a law student, does legal research, writes legal memoranda, and occasionally drafts pleadings for Attorney's review and signature.

On a day when Attorney had just begun an out-of-town trial, Mr. Needy, a new client who had just been referred to Attorney, came to the office to consult with Attorney regarding a personal injury claim. Clerk got in touch with Attorney by phone. Clerk told Attorney he had talked to Mr. Needy and it was clear that, unless a complaint was filed by the end of the day, the statute of limitations would run on Mr. Needy's claim. Rather than refer Mr. Needy elsewhere, Attorney told Clerk to advise Mr. Needy about the urgency to file a complaint. Attorney instructed Clerk to draft a complaint, sign Attorney's name to it, and file it in the appropriate court. Clerk did as instructed.

Attorney has a long-standing arrangement with Dr. Felger, a local chiropractor, by which Dr. Felger suggests to any patient he treats that the patient contact Attorney for legal representation regarding compensation for the patient's injuries. Attorney pays Dr. Felger 10% of each settlement obtained for any client referred by Dr. Felger. Last year, Dr. Felger received \$120,000 through this arrangement.

Last summer, Dr. Felger invited Attorney to spend a week with him at his Florida vacation home. Attorney accepted the invitation and, on the day Attorney arrived, Dr. Felger was arrested for driving under the influence of alcohol. Dr. Felger claimed he was beaten up by the arresting officer. The next day, at the urgent request of Dr. Felger, Attorney appeared in the local Florida state court and was successful in having the charges against Dr. Felger dismissed. Attorney did not tell the court he was an Ohio lawyer.

Before leaving to go back to Ohio, Attorney helped Dr. Felger draft a complaint seeking to recover damages from the arresting officer and the local police department. Dr. Felger signed the complaint and filed it in the appropriate Florida court. The complaint showed that Dr. Felger was acting as his own attorney.

Under the applicable provisions of the Ohio Code of Professional Responsibility, Disciplinary Rules, and Ethical Considerations, what ethical issues and violations, if any, are presented by Attorney's conduct regarding:

1. Paralegal's compensation arrangement?

2. The events surrounding Clerk's dealings with Mr. Needy?
3. Attorney's 10% fee arrangement with Dr. Felger?
4. Attorney's participation in the events that occurred in Florida? Assume that Florida prohibits attorneys not licensed in Florida to appear as counsel in Florida courts.

Fully explain each of your answers.