Question Number 1

Homeowners, who live in Anytown, Ohio, hired Student to provide childcare services for their children during the summer. In his third week at Homeowners', Student was playing in the backyard with the children. On this particular day, Student decided to entertain the children by performing a flip on Homeowners' trampoline. As Student was demonstrating his flip technique, he lost his balance and fell off the trampoline, breaking his leg in two places.

Since Homeowners were temporarily without childcare following the trampoline incident, they decided to take the kids away for a few days of vacation. While they were out of town, Burglar attempted to break into Homeowners' residence. Burglar saw an open window on the second story, so he pulled an old picnic table to a spot below the window and attempted to climb from the table into the window. One of the wooden slats on the picnic table gave way, and Burglar broke his ankle as his foot plunged through the slat.

Upon returning home from vacation, Homeowners decided to spruce up the backyard. They spent several days constructing a new deck in the backyard. Soon thereafter, Window Washer, going door to door in Homeowners' neighborhood to try and build up his window washing business, knocked on Homeowners' door. When no one answered, Window Washer cut through the side yard expecting to find Homeowners in the backyard. Window Washer climbed the deck stairs, which were littered with construction materials, to knock on the back door. Window Washer tripped over a piece of wood on the stairs. He reached out to steady himself but, because there was no railing on the stairs, Window Washer was unable to stop his fall and broke his arm when he fell off the deck. Unbeknownst to Homeowners, Ohio's Building Code requires handrails on all open stairways.

Student, Burglar, and Window Washer each brought a civil lawsuit against Homeowners for the personal injuries sustained on Homeowners' property.

In each of the following lawsuits, (i) what duty, if any, do Homeowners owe the plaintiff; (ii) what defenses, if any, are available to Homeowners; and (iii) what is the likely outcome:

1. Student v. Homeowners?
2. Burglar v. Homeowners?
3. Window Washer v. Homeowners?

Explain your answers fully.

Question Number 2

Bill, the owner of a lawn equipment retail store in Anytown, Ohio, entered into the following transactions:

1. On April 1, 2008, Bill borrowed money from Bank to operate his store and signed a security agreement granting Bank a security interest in "inventory." Bank immediately thereafter perfected its security interest by properly filing a financing statement covering the store's "inventory." On May 3, 2008, Bill sold an expensive lawn mower out of his inventory for $2,000 in cash. He put the $2,000 into his office safe. On May 30, 2008, Bill took the $2,000 out of his safe and used it to purchase a new portable air compressor for use in his store to inflate tires.

2. On June 1, 2008, Bill borrowed money from his friend Paul to buy a new delivery truck for the business. Bill signed and delivered to Paul a promissory note containing language granting Paul a security interest in the truck. Paul took possession of the certificate of title to the truck and put it into his safe deposit box at his home. The certificate showed Bill as the legal owner and named no other party as a holder of any interest in the truck.

3. Also on June 1, 2008, Bill purchased a new flat screen television on credit from Video Center. Bill did not indicate to the salesperson whether the television was for his store or his home use. He signed a security agreement in his own name granting Video Center a security interest in the television. Video Center did not file a financing statement. On June 15, 2008, Bill borrowed more money for his business from his friend Frank and signed a security agreement granting Frank a security interest in "all equipment and fixtures used in Bill's business." Frank properly filed a financing statement on June 16, 2008.

4. On June 15, 2008, Bill borrowed money from Sue and signed a promissory note in favor of Sue. To secure repayment of the note, Bill delivered to Sue a diamond engagement ring that Bill had purchased for his fiancée. Sue did not file a financing statement, but she kept the ring in her safe deposit box (to which she had sole access) and agreed that she would let Bill "borrow it" on the night of his engagement as long as he returned it to her the next day, which he did.

Bill defaulted on all of the foregoing debts on July 1, 2008. Each of the named creditors claims to have a perfected security interest and seeks to obtain possession of the collateral.

Who has a superior right to possession of:

1. The air compressor?
2. The truck?
3. The flat screen television?
4. The engagement ring?

Explain your answers fully.

Question Number 3

In April 2007, Seller and Purchaser signed a purchase agreement ("Agreement") for Seller's house ("House") located in Happy, Ohio for $350,000 with the closing scheduled for June 15, 2007. Purchaser paid Seller a deposit. The Agreement provided that Seller was to convey to Purchaser, on the date of closing, "marketable title" to House in its "present condition."

Additionally, Seller and Purchaser orally agreed that Seller would sell to Purchaser a lot which is improved with a barn ("Barn"), also located in Happy, Ohio, for $100,000 with the closing scheduled for June 15, 2007. Barn needs a new roof so the parties agreed that Purchaser would take Barn "as is" and do the repairs at his own expense. Seller and Purchaser shook hands to seal the deal and Purchaser paid Seller a deposit.

In May 2007, in anticipation of acquiring title to Barn, Purchaser, with Seller's knowledge and consent, expended $30,000 to replace the roof on Barn.

Title Company, the title company examining the title records for House, discovered a land contract, duly recorded in 1984 that was neither cancelled nor satisfied of record, whereby Seller had agreed to sell House to Larry. Seller insisted that Larry defaulted on the land contract, gave up his rights thereunder and left town. Larry's whereabouts are unknown. Title Company said it would require Larry to sign a release of his rights before it would insure title on House.

In May 2007, an unknown person broke into House and ripped out all of the copper plumbing. The cost to replace the copper plumbing is $10,000. Purchaser did not find out about the missing plumbing until the final walk-through on June 14, 2007, the day before the closing.

At closing on June 15, 2007, Purchaser refused to close on House, asserting that Seller had breached the Agreement by failing to produce marketable title. Also, Purchaser stated that even if marketable title is delivered, Seller had to deduct $10,000 from the purchase price because of the missing plumbing. Seller refused to make the deduction.

Purchaser tendered the purchase price for Barn, but Seller refused to sell Barn because Purchaser refused to close on House.

Seller and Purchaser sued one another for specific performance of the agreements on House and Barn. Assume that specific performance is a proper procedure for the actions.

How should the court rule on the following:

(A) Purchaser's defense that Seller breached the agreement on House by failing to produce marketable title;

(B) Purchaser's claim that, even if Seller can deliver marketable title for House, $10,000 must be deducted from the purchase price for the missing copper plumbing; and

(C) Seller's claim that he is not obligated to sell Barn to Purchaser.

Explain your answers fully.

Question Number 4

Adam filed a medical malpractice lawsuit in Common Pleas Court in Ohio against People's Hospital and Drs. Smith and Jones. The Complaint did not contain a jury demand. All three defendants answered the Complaint, but none of them demanded a jury. One week after Dr. Jones served his answer to Adam's Complaint, Dr. Jones filed a demand for a six-person jury. Six months later, Adam filed a jury demand asking for an eight-person jury. At the final pre-trial, Dr. Jones unilaterally filed a notice that he was withdrawing his jury demand and would try the case to the court. The judge nevertheless proceeded over Dr. Jones' objection to seat six jurors and denied Adam's request for an eight-person jury.

During voir dire, the following information was elicited from prospective jurors:

- Joe, an attorney, stated that he represented insurance companies in medical malpractice cases and further stated that he thought he could be fair and impartial in rendering a judgment.
- Ned stated that he was a nurse whose wife was a surgeon at People's Hospital. Ned also stated that he could be fair and impartial to all parties.
- Frank, a pharmacist, stated that he did not believe in malpractice cases; he said he thought he could still be fair, but he was not certain.
- Sally stated that, three years ago, she was a victim of medical malpractice involving Cleveland General Hospital, which was represented by the same attorney who represents People's Hospital in this case. Sally stated that she believed that she could be fair and impartial.

Adam challenged Joe, Ned, and Frank for cause, and Drs. Smith and Jones challenged Sally for cause. The judge denied all challenges.

During trial, all three defendants made motions for directed verdicts at the following times, and the judge granted each motion:

- People's Hospital – at the completion of the parties' opening statements;
- Dr. Smith – after Adam's expert testified and before Adam's next witness took the stand;
- Dr. Jones – at the conclusion of all the evidence in Adam's case.

Please explain fully your answers to the following questions:

1. Was the judge's denial of Adam's request for an eight-person jury correct?
2. Was the judge's decision to seat a six-person jury correct, notwithstanding Dr. Jones' notice of withdrawal of his jury demand?
3. Did the judge properly rule on the parties' challenges for cause of jurors Joe, Ned, Frank, and Sally?
4. Was each of the three motions for directed verdict timely made?

Question Number 5

Faced with the threat of terrorist attacks, the United States Congress and the State of Ohio independently enacted several statutes to promote the safety of their citizens. The following statutes were approved by strong majorities in each legislative body and were signed by the President and Governor of Ohio, respectively.

Federal Money-Transfer Statute: Recognizing that certain charities were "fronts" for raising money for radical causes, Congress passed a law giving federal authorities extraordinary powers to monitor, without a warrant, money transfers from these groups. The law also made it a federal crime for a group to pose as a charity in order to raise money for the conduct or support of terrorist activities.

Federal Firearms Limitation: Members of Congress also believed that some radical groups were using places of worship to train terrorists and develop supplies of weapons and ammunition. Congress passed another law making it a federal crime to discharge or possess a firearm on the grounds of a place of worship.

Both of the foregoing laws specified that the basis of Congress's authority in enacting them was the Interstate Commerce Clause.

Ohio English Only Statute: The Ohio General Assembly, in an effort to promote a unified populace, passed a statute allowing business owners in Ohio to adopt "English only" policies and refuse to do business with individuals not speaking English.

Ohio Sales Tax Statute: In order to raise funds for homeland protection programs, the Ohio Legislature enacted a two percent sales tax on the sale of guns sold in Ohio. Since Ohio had several small manufacturers of specialty handguns who would be adversely affected by the new tax, the Ohio Legislature exempted sales of guns that occurred on the premises of those manufacturing facilities only.

Public interest groups, each with appropriate standing, have challenged all four of these enactments on the basis that they violate the Interstate Commerce Clause of the United States Constitution. The lawsuits are all in federal court and are proper in all procedural respects.

Explain fully whether each of these four statutes will be upheld or invalidated under the Interstate Commerce Clause.

Question Number 6

Patient, who was suffering from severe neck pain, consulted Doctor. After examining Patient, Doctor recommended immediate surgery for a herniated disc in his spine. Doctor performed the surgery assisted by Resident. During the surgery, after the initial incision, the following verbal exchange took place between them: Resident said, "It doesn't look like a herniated disc to me. I think we should abort the surgery." Doctor said, "You might be right, but we're already in, so let's proceed." They completed the surgery.

Patient's neck pain persisted for several months after the surgery, so he consulted Specialist. After examining Patient, Specialist made the following written notation in Patient's medical record: "Initial pain could be the result of herniated disc, but principal cause is a non-malignant tumor putting pressure on spinal column." In explaining the situation, Specialist told Patient, "Your present pain is the result of unnecessary surgery by Doctor and the tumor."

Specialist performed surgery to remove the tumor, and Patient fully recovered. Thereafter, Patient sued Doctor for malpractice on the ground that the first surgery was unnecessary.

In pretrial discovery, Patient's attorney learned that less than a year earlier Doctor had entered into a Consent Agreement with the State Medical Board acting on a complaint that Doctor abused alcohol during the performance of his job. The Consent Agreement was signed by Doctor and chair of the State Board (Chair). In the Consent Agreement, Doctor admitted his alcohol abuse and agreed to refrain from future abuse. The Consent Agreement also provided that Chair would review all surgical procedures performed by Doctor for the following year. Also in pretrial discovery, Doctor's attorney took Chair's deposition, during which Chair testified under oath that he had reviewed the records of Doctor's surgery on Patient, that the surgery appeared to be justified, and that Doctor did nothing out of the ordinary in recommending and performing the surgery.

Patient's attorney took the deposition of Resident, who testified under oath, reciting the verbal exchange that had occurred between him and Doctor while he was assisting Doctor in the surgery.

The following events occurred at the trial:

(1) Patient's attorney called Resident as a witness. Resident testified, without objection, that Doctor acted strangely around the time of the surgery. However, when Patient's attorney sought to elicit Resident's testimony about the verbal exchange that occurred between Resident and Doctor during the surgery, Doctor's attorney objected.

(2) Patient's attorney sought to introduce into evidence the Consent Agreement. Doctor's attorney objected.

(3) On direct examination, Specialist testified that he had told Patient that his present pain was the result of unnecessary surgery by Doctor and the tumor. On cross-examination,

Specialist, in responding to questions by Doctor's attorney concerning Specialist's records, denied that he thought that Patient's initial pain could have been caused by a herniated disc. When Doctor's attorney sought to introduce the notation Specialist had made in Patient's medical record, Patient's attorney objected.

(4) Doctor's attorney called Chair as a witness, who surprisingly testified that, in light of the records he had reviewed, Doctor's decision to perform surgery on Patient was somewhat questionable. When Doctor's attorney sought to introduce Chair's deposition testimony, Patient's attorney objected.

Assume that all documents were properly authenticated. How should the court rule on each of the objections and why? Explain your answers fully.

Question Number 7

On a recent snowy January afternoon at a small convenience store in Anytown, Ohio, the store's owner, Owner, left the store to take a deposit to the bank. Owner left his young employee, Employee, in charge while he was gone. Shortly after Owner left, Assailant walked into the store, brandished a gun, and ordered Employee to empty the register. Assailant shoved the cash into his pockets and, pointing his weapon, ordered Employee to "get in the cooler." As Assailant was nudging Employee toward the walk-in cooler, Employee screamed that she would not get in. Assailant hit her over the head with his gun and forced her into the cooler and closed her inside.

Just as Assailant was leaving the store, Owner returned from the bank, and the two passed each other. After Owner walked into the store, he saw the cash register drawer open and that no one was in the store. He soon discovered Employee inside the cooler. Seeing Employee bleeding from the head, Owner became overwhelmed with anger. He had known Employee for many years and she was like a daughter to him. Owner immediately grabbed the gun he had hidden in a drawer underneath the cash register and ran outside to find Assailant.

Owner followed footprints through the snow that led from the store down an alley to a small building. Within ten minutes, Owner had reached the end of the footprints and came upon a man standing outside the building smoking a cigarette. Owner was certain that it was the man he had seen leaving the store. Still very angry, and without saying a word, Owner fatally shot the man that he believed had harmed Employee. It was later discovered that the man Owner killed was not Assailant.

<u>Without discussing potential defenses:</u>

1. Fully explain what Ohio crimes Assailant committed that afternoon.

2. Fully explain why Owner's actions did or did not satisfy the elements of the following homicide offenses under the Ohio Revised Code:
    a. Murder,
    b. Aggravated Murder, and
    c. Voluntary Manslaughter.

Question Number 8

John Rich, a promoter and investor, is represented by his attorney, Mark Smart. Smart formed Land Co., an Ohio corporation, for Rich. The following things have occurred.

1. Original Articles of Incorporation and Amendment: Smart drafted and filed the Articles of Incorporation of Land Co., which stated that Land Co.'s purpose was to buy land in the State of Ohio and authorized 100 shares of without-par-value common stock. The Articles did not name the members of the Board of Directors and named Smart as the sole incorporator.

Before any stock was issued or a Board of Directors elected, Rich advised Smart that it was his intention to conduct several kinds of business other than buying land and that he intended to sell 150 shares of stock. Before receipt of any subscriptions for shares of stock and before issuance of any shares, Smart, as the sole incorporator of Land Co., promptly adopted and filed an Amendment to the Articles amending the stated purpose so that Land Co. could conduct any lawful business and increasing the number of authorized shares of stock from 100 shares to 150 shares of without-par-value common stock. Thereafter, Rich and 149 of his friends purchased one share each and a Board of Directors was elected.

2. Board Action Authorizing Issuance of Additional Shares: Rich arranged for a loan with Bank Co. The Loan Agreement was submitted to and approved by the Board of Directors of Land Co. and by all the shareholders at meetings properly called for that purpose. The Loan Agreement provided that Bank Co. could elect to convert any unpaid loan balance into shares of without-par-value common stock up to a number of shares equal to 50% of the issued and outstanding stock. While the loan remained unpaid, Bank Co. elected to convert its loan to 50% of the stock of Land Co. Smart informed Rich that Land Co. did not have any un-issued shares of authorized stock and that it would be necessary to amend the Articles of Incorporation. Rich called a special meeting of the Board of Directors at which the directors unanimously adopted a resolution amending the Articles increasing the number of shares from 150 to 300. The new 150 shares were then issued to Bank Co.

3. Name Change: After Bank Co. became a shareholder, it requested that the Board of Directors change the name of Land Co. to Equity Co. The Board of Directors unanimously adopted a resolution changing the corporate name.

4. Sale of Assets: The Board of Directors authorized and approved the sale of substantially all of the corporation's assets. The sale, which was not in the ordinary course of business, was then submitted to a special meeting of the shareholders. At that special meeting, Bank Co. and Rich, who together owned 151 of the outstanding 300 shares, voted in favor of the sale, and all other shareholders voted against it. The Board of Directors proceeded to arrange for the sale. The dissenting shareholders filed a lawsuit seeking to enjoin the sale.

1. Did Smart have the legal power as sole incorporator to adopt the Amendment to the original Articles of Incorporation?

2. Was the action of the Board of Directors amending the Articles of Incorporation to permit the issuance of additional shares valid?

3. Was the action of the Board of Directors changing the corporate name valid?

4. Will the lawsuit by the dissenting shareholders to enjoin the sale of assets be successful?

Explain your answers fully.

Question Number 9

In 1996, Hal inherited his mother's house located on Pearl Street in Anytown, Ohio. Hal subsequently married Wanda in 2000, and Hal and Wanda began to reside in Anytown, Ohio.

In 2002, Hal created a valid Will under the laws of Ohio, which included the following dispositive provisions:

"A. I give my coin collection to Jon who is the brother of my wife, Wanda.

B. I give my 1967 Mustang to Donna who is the wife of my brother Pete.

C. I give all of the rest and residue of my estate to Wanda, if she survives me. If Wanda does not survive me, then I give all of the rest and residue of my estate to my brother, Pete."

In 2002, Hal also purchased a life insurance policy on his life and named Wanda as the primary beneficiary. Hal named Pete as the alternate beneficiary.

In 2006, Hal became angry at the manner in which Donna was treating Pete. As a result, Hal decided he wanted to change his Will. In May 2006, he typed, signed, and dated the following note on a blank page and clipped it to the 2002 Will:

"The provision in my 2002 Will regarding my 1967 Mustang being given to Donna is canceled and revoked."

No one else signed the note.

In 2007, Hal and Wanda obtained a dissolution of their marriage, and Wanda moved into an apartment several blocks away. As part of the dissolution, Hal retained full and complete ownership of the house on Pearl Street. In spite of the dissolution of their marriage, Hal and Wanda remained close friends.

In 2008, Hal was diagnosed with a terminal illness. Wanda provided a great deal of care to Hal after his diagnosis. As a result, Hal decided that he wanted to make certain Wanda would have a better place to live. Hal thereafter prepared a new document, which stated in its entirety:

"This instrument is intended to supplement certain provisions of my 2002 Will.

I give my house on Pearl Street to Wanda."

Hal signed and dated the 2008 instrument below the provisions set forth above in the presence of two neighbors who signed as witnesses. He placed the 2008 instrument in his safe deposit box with the 2002 Will and the 2006 instrument. Several months later, Hal passed away.

Hal is survived by Jon, Donna, Wanda, and Pete. Hal's estate includes the coin collection, the 1967 Mustang, the house on Pearl Street, and other miscellaneous assets. Also, the life insurance policy Hal purchased in 2002 is still in force, and Hal never changed his beneficiary designations.

Explain fully who is entitled to receive the following and why:

1. The coin collection?
2. The 1967 Mustang?
3. The house on Pearl Street?
4. The proceeds of Hal's life insurance policy?
5. Hal's residuary estate?

Question Number 10

The local police in Anytown, Ohio applied for a search warrant to search the business office of Politician, who was running for the office of county prosecutor against the long-time incumbent office holder. The warrant was properly issued by a common pleas judge, who took testimony from the officers in addition to the information from an informant included in the affidavit for the warrant. A transcript of the applying officer's sworn testimony in support of the warrant was taken as a part of the record in this case.

The police properly executed the warrant, and the subsequent search of the premises yielded several firearms, a very large amount of cash, and what appeared to be a trash can full of green vegetable-like matter located next to the sink in the bathroom. The police confiscated all the guns, cash, and vegetable-like matter they found in Politician's office.

Three days later, the police made a proper return of the warrant and inventory to the issuing judge. The police were concerned about the safety of their informant, so they requested the judge seal the affidavit and transcript in support of the search warrant. The Court found just cause for their request and ordered the affidavit and transcript sealed.

Politician has not yet been arrested, and no charges have yet been filed. However, once word got out that Politician's office was searched, the press eagerly sought any information about the informant, the affidavit, and the transcript, but were unable to obtain the information they wanted because of the sealed record.

Because he was loyal to the incumbent prosecutor, the night clerk at the county clerk's office provided copies of the search warrant, affidavit, and transcript to a zealous reporter (Reporter) in return for Reporter's promise of confidentiality regarding the source of the information. Reporter readily agreed to this condition before obtaining the documents.

The very next day, Newspaper, Reporter's employer, published a story written by Reporter that included excerpts from the warrant, affidavit, and transcript and promised to post those documents in their entirety on Newspaper's website that evening.

Politician sought an injunction against Reporter and Newspaper to prohibit any additional publications and further dissemination of the content of the warrant, affidavit, and transcript.

What arguments should Politician make in support of his application for the injunction, what arguments should Reporter and Newspaper make in opposition, and how should the Court rule? Explain your answers fully.

Question Number 11

In 1997, Drug Company entered into a written agreement with Marketing Company concerning Drug Company's unique new product, Viraclex. Drug Company was to provide Viraclex in whatever quantity Marketing Company ordered, and Marketing Company was to use its best efforts to promote and distribute Viraclex with exclusive distribution rights. Under the agreement, all revenues were to be split 50/50.

The agreement expressly provided that it would continue for the "commercial life" of Viraclex, but Marketing Company was given the right to terminate the agreement if the Food and Drug Administration (FDA) revoked approval of Viraclex or if Drug Company failed to supply enough Viraclex to satisfy Marketing Company's orders. Drug Company had no express termination right. The agreement contained a liquidated damages provision, which restricted recovery of damages by obligating the breaching party to pay the other party $10 million. The $10 million figure was based upon the parties' agreed estimate that Viraclex would have a ten-year commercial life and that the parties would share an average of $2 million in revenue per year.

Drug Company and Marketing Company thereafter performed their mutual obligations under the agreement for ten years. Viraclex revenue was approximately $2 million per year for the first nine years. In the tenth year, 2007, however, the FDA approved a new use for Viraclex and product sales increased greatly. The parties split $25 million in total revenue in 2007. At the end of 2007, Drug Company sent a letter to Marketing Company accusing it of not using its "best efforts" to promote Viraclex and abruptly cancelled the agreement. Thereafter, Drug Company refused to ship Viraclex to Marketing Company and assumed both marketing and distribution responsibilities itself.

Marketing Company immediately sued Drug Company in Ohio. Marketing Company sought specific performance of the agreement and, alternatively, damages. In pretrial motions, the trial court denied specific performance. Thereafter, Marketing Company prosecuted a claim for compensatory and punitive damages.

At the trial, Marketing Company introduced evidence that Viraclex had at least ten more years of commercial life left and over that period its compensatory damages would be $25 million. Based on that evidence, the Court rejected the liquidated damages provision as an unreasonable forecast. At the conclusion of the trial, the court found Drug Company in breach, and awarded Marketing Company $50 million in damages, consisting of $25 million in compensatory damages, calculated as Marketing Company's net profit and an expectancy of ten more years of commercial life for Viraclex, and $25 million in punitive damages for Drug Company's intentional breach.

1. Was the Trial Court's denial of the request for specific performance proper?
2. Was the Trial Court's rejection of the liquidated damages provision proper?
3. Was the Trial Court's award of $50 million in damages proper?

Explain your answers fully.

Question Number 12

Lawyer and Partner are partners in an Ohio law firm, Firm. Eighteen months ago, Lawyer successfully handled a matter for Owner before the City Zoning Board to obtain variances necessary to allow Owner to develop Blackacre, a parcel of previously residentially zoned real estate, for commercial uses. That was the only engagement Lawyer and Firm had ever undertaken for Owner. Firm, however, has never bothered to send Owner a disengagement letter.

A few days ago, Partner was approached by a representative of the Avian Preservation Society (APS) asking Partner to represent APS in an action to enjoin City from issuing a permit sought by Owner to build a high rise office building on Blackacre. APS believes the high rise will interfere with the flight patterns of migratory birds.

What issues must Lawyer, Partner, and Firm explore and resolve in order to determine whether they, or any of them, can ethically accept the engagement proffered by APS?

Discuss each of these issues and describe the substance of each applicable Ohio Rules of Professional Conduct. However, you are not asked to *resolve* the ethical issues, and you need not cite the Rules by number.