



# **JULY 2015 EXAMINATION QUESTIONS**

**NEVADA BOARD OF BAR EXAMINERS**

**JULY 2015**

**EXAMINATION DAY 1;**

**QUESTION NO. 1: ANSWER IN LIGHT BLUE BOOKLET**

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Around 7:30 a.m., Steve, a security officer at a Nevada casino, was in the casino's security control room watching several casino monitors. On one of the monitors he saw Doug sitting in a hallway not accessible to the public, holding two bottles of alcohol. Thinking this strange, Steve reviewed a video that showed Doug at one of the casino's lounge bars 30 minutes earlier. Steve watched as Doug walked behind the bar and helped himself to two bottles of alcohol and walked away. There were some customers sitting at the bar, but they did not try to stop Doug. No bartender was present.

Steve notified his manager and then left the control room to find Doug. By then Doug had walked out of the casino and was heading across the parking lot. Steve saw Doug and decided to detain and question him. Steve started running toward Doug. When Doug saw Steve coming at him he threw one of the bottles at Steve, hitting him. Doug started to run while still holding the other bottle. As he turned a corner, Doug ran into a police officer who had responded to a call made by the casino manager. Doug swung the bottle at the officer, just missing him. The officer overpowered Doug, took him to the ground and handcuffed him.

Steve took both bottles back to the casino. The officer placed Doug in the backseat of his patrol vehicle. As they drove to the police station, the officer said, "Dude, what were you thinking?" Doug answered that he had been drinking alcohol all night and

did not have any more money. He said he knew the casino lounge would be empty that early in the morning because he used to work there.

The State charged Doug with robbery and other felonies. At trial, the officer testified that Doug told him that Doug knew the lounge would be empty that early in the morning. However, the trial judge excluded testimony regarding Doug's claim that he had been drinking before entering the casino. Doug did not testify at trial.

**Fully explain:**

- 1. Did Doug commit a robbery?**
- 2. Did Doug commit a robbery if one of the customers at the bar had tried to stop Doug, but Doug used force to get away?**
- 3. Did Doug commit a robbery if a bartender had been present and tried to stop Doug, but Doug used force to get away?**
- 4. The State prosecuted Doug for robbery and other felonies. To what other felony would Doug's statement to the officer—that he knew the bar would be empty that early in the morning—be important?**
- 5. Did the trial judge err in admitting the officer's testimony regarding Doug's statement set out in question four?**
- 6. Why would Doug's attorney want the jury to know about Doug's drinking?**

**JULY 2015**  
**EXAMINATION DAY 1;**  
**QUESTION NO. 2: ANSWER IN RED BOOKLET**

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It is a good day for Statewide High School. Four students received scholarship offers from Central Nevada University (“CNU”), which will be announced at the Scholarship Ceremony.

Abbey, 18 years of age, is the top ranked student at Statewide High. CNU has made her a written offer of a “four year, full ride scholarship.” Prior to the Scholarship Ceremony, Abbey contacts CNU and says she wants to accept, but the scholarship must include the cost of books. At the Scholarship Ceremony, the President of CNU announces that the scholarship will pay all Abbey’s “tuition, fees, and room and board” so long as she maintains a 3.0 grade point average. Abbey is pleased, but does not accept at that time.

Buffy, 18 years of age, is a nationally ranked fencer. CNU has made her a written offer of a “four year scholarship that will pay all tuition and fees” so long as she uses her best efforts to participate as a member of the fencing team and maintains a 3.0 grade point average.

Cam, 18 years of age, is a “C” student who shocked his teachers by receiving a perfect score on his entrance exam. Based upon this perfect score, CNU has made him a written offer of a “four year scholarship that will pay all tuition and fees” so long as he maintains a 3.0 grade point average.

Derek, 16 years of age, is a music prodigy. CNU has made him a written offer of a “four year scholarship that will pay all tuition and fees” so long as he maintains a 3.0 grade point average and pursues a music major.

Buffy, Cam and Derek sign their letters of acceptance at the Scholarship Ceremony.

One week after the Scholarship Ceremony, Abbey receives an email from CNU stating the cost of books will be added to her scholarship. "That's great!" Abbey responds. "I'll be there this fall."

Abbey arrives at CNU and is told she must pay for her room and board as these items are not specifically included in her scholarship. Abbey sues to enforce her scholarship.

Buffy arrives at CNU and starts the fencing season. She suffers a serious injury that keeps her from competing, but she diligently participates in physical therapy. She keeps in contact with her coach. Buffy is informed by CNU that her scholarship will not be renewed. Buffy sues to enforce her scholarship.

Cam receives his grades after the first semester. He has earned a 2.75 grade point average. Cam also learned that his entrance exam score was a computer mistake and was actually much lower. The testing company mailed notification of the error to CNU prior to the time the scholarship offer was made. CNU rescinds his scholarship. Cam sues to enforce his scholarship.

Derek decides to change his major from music to environmental science and vows never to play music again. CNU declares him to be in violation of the terms of his scholarship and rescinds it. Derek sues to enforce his scholarship.

**Fully Discuss:**

- 1. Abbey's claims against CNU and any defenses.**
- 2. Buffy's claims against CNU and any defenses.**
- 3. Cam's claims against CNU and any defenses.**
- 4. Derek's claims against CNU and any defenses.**

**JULY 2015**

**EXAMINATION DAY 1;**

**QUESTION NO. 3: ANSWER IN DARK GREEN BOOKLET**

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Abraham is a Nevada licensed attorney. His prospective clients, Beverly and Claude, are co-defendants charged with petit larceny, a misdemeanor. The alleged crime occurred in Winnemucca, Nevada. Abraham presented Beverly and Claude with the following fee agreement:

**AGREEMENT**

Abraham, a criminal defense expert (“Attorney”), and Beverly and Claude (“Clients”) hereby agree as follows:

1. The initial fee for representation of Clients shall be \$100,000. In the event Clients are found not guilty at trial, an additional \$20,000 bonus shall be payable within five days.
2. Time is of the essence.
3. The fees described above shall be allocated between Attorney and his partner Richard, a licensed private investigator, in proportion to the work performed by each.
4. Richard may negotiate and accept a plea agreement with the district attorney on Clients’ behalf.
5. Clients agree to deposit the sum of \$500 for costs.
6. Clients hereby grant Attorney all literary and media rights to all portrayals and accounts based on information relating to this representation.
7. Clients understand and appreciate that the practice of law is very difficult and stressful. In

order to reduce this stress, and thus allow Attorney to better focus on their case, Clients promise to never bring an action against Attorney for malpractice.

8. Because Attorney is very busy, he does not have time to initiate future communication with Clients. In the event Clients need information or updates regarding their case, they may contact Attorney's secretary.

9. This agreement does not include representation for appeals, forfeiture proceedings, post-conviction relief, or the sealing of criminal records.

10. Except for the cost deposit described above, fees paid under this agreement are non-refundable unless Attorney is required to withdraw from representation or is otherwise incapable of handling the case.

11. Unless prohibited by the court, Clients hereby grant advance consent for Attorney to withdraw from representation at any time for any reason or no reason at all. Clients acknowledge such withdrawal is Attorney's right in Nevada, a right-to-work state.

12. No attorney-client relationship is formed unless and until all parties sign this agreement.

13. A fax, digital, scanned, or other electronic signature on this agreement shall have the same force and effect as an original ink signature.

\_\_\_\_\_  
ABRAHAM

\_\_\_\_\_  
BEVERLY

\_\_\_\_\_  
CLAUDE

**Fully discuss all issues of professional responsibility implicated by the fee agreement.**

**JULY 2015**

**EXAMINATION DAY 3;**

**QUESTION NO. 1: ANSWER IN PURPLE BOOKLET**

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In 2004, Alvin and Brad purchased a warehouse and related land in Henderson, Nevada, taking title as "joint tenants with right of survivorship." They paid cash. In 2005, they leased the warehouse to Carl's Inc. ("Carl's"), a local printing company, for a term of ten years. The lease permitted the tenant to extend the term for two additional five-year periods, so long as the tenant was not in default at the time it exercised the option. The lease prohibited the tenant from assigning the lease without the landlord's prior written consent.

In 2008, Alvin borrowed \$500,000 from Friendly Mortgage. To secure the loan, he executed a deed of trust to Friendly encumbering all of Alvin's "right, title and interest in and to" the warehouse property. Friendly properly recorded the deed of trust.

In 2009, Brad executed and acknowledged a deed conveying his interest in the warehouse property to himself and his girlfriend, Doris, "as joint tenants." He intended to surprise Doris later in the year on her birthday and did not tell her about the deed. He put the deed in his desk and forgot about it.

In 2013, Carl's executed a written Assignment of Lease to Print Inc. ("Print"), reserving for itself a small office on the first floor. Print is a national company engaged in the same business as Carl's. Thereafter, Carl's paid its portion of the rent to Print and Print timely made all rent payments.



The deadline for exercising the first option was December 31, 2014. Print timely exercised the option, but received a letter from Alvin and Brad rejecting it on the grounds that the assignment to Print constituted a default.

Alvin defaulted on the loan to Friendly. Friendly commenced a non-judicial foreclosure under its deed of trust on January 15 of this year. Shortly after the commencement of the foreclosure, Alvin passed away.

In April, Doris discovered the unrecorded deed that Brad signed. Doris recorded it without telling Brad. Friendly completed its foreclosure on June 1 and was the successful bidder at the Trustee sale.

**Discuss fully each of the following:**

- 1. What was the effect of Alvin's granting the deed of trust to Friendly in 2008?**
- 2. Was Brad's deed to Doris in 2009 effective to create a joint tenancy?**
- 3. Was Print entitled to exercise the first option?**
- 4. Who now owns the property?**

**JULY 2015**

**EXAMINATION DAY 3;**

**QUESTION NO. 2: ANSWER IN YELLOW BOOKLET**

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Dan was the Defendant in a jury trial on a charge that he sexually assaulted Amy in Elko County, Nevada in 2012. Dan denied any sexual contact with Amy. To get a conviction, the prosecutor was required to prove Dan had sexual intercourse with Amy against her will. Amy testified for the prosecution that Dan “forced me to have sex with him.”

**Over defense objection, during the prosecution’s case:**

- Owen testified that Dan “told me he had sex with Amy.”
- Bree testified that Dan groped her against her will in Iowa in 2006. The court instructed the jury to consider Bree’s testimony “only for the purpose of determining whether it tends to establish Dan’s identity as the perpetrator of a sexual assault, or a common scheme or plan.”

**Over the prosecutor’s objection, during the defense case:**

- Dan testified on direct examination that he had “never been accused of any sex crime against anybody before this case.”

**Over defense objection, during the prosecution’s rebuttal:**

- Chloe testified that Dan tried to remove her clothes against her will in Florida in 2002.

- Rhonda, Dan's landlord, testified that "over the last three years Dan has rented from me, I have come to believe you can't trust a thing he says."

**Over the prosecutor's objection during the defense surrebuttal:**

- Sam, Dan's employer, testified that Dan "reported overpayments on his paychecks several times during the five years I have employed him."

**Fully explain whether the testimony of Owen, Bree, Dan, Chloe, Rhonda and Sam was admissible under Nevada's statutory rules of evidence.**

**JULY 2015**

**EXAMINATION DAY 3;**

**QUESTION NO. 3: ANSWER IN DARK BLUE BOOKLET**

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Thelma, an elderly widow residing in Henderson, Nevada, has a live-in caregiver, Connie, who has been assisting Thelma for several years. Connie helps Thelma with her daily living needs. She also drives Thelma to visit family and friends, and to medical appointments. In addition to providing room and board, Thelma pays Connie for her services.

Wanting to get her affairs in order, Thelma contacts a local attorney and schedules an appointment to make a will. The attorney meets with both Thelma and Connie. Thelma informs the attorney she is a widow and she and her late husband have two children, Darla and Samuel. Thelma tells the attorney she has a close relationship with her daughter Darla, but her son Samuel has been estranged from the family for several years. Thelma further tells the attorney she is very grateful for the years of assistance Connie has provided and she wants to leave her house to Connie. Connie exclaims, "Bless you Thelma. I won't be homeless!" Thelma informs the attorney the remainder of her estate, consisting of a sizeable bank account and a car, is to go to Darla.

The attorney prepares Thelma's will. Thelma reviews the will and signs it at the attorney's office, with the attorney's secretary acting as a witness. The secretary also signs the will, and the attorney notarizes the secretary's signature. Connie is not present at the time Thelma's will is signed.

One week after signing her will, Thelma decides to trade in her old car and purchase a new car for Connie to use when driving Thelma around town. The new car is titled in Thelma's name. Thelma also decides to purchase a condominium unit at Lake Tahoe. Thelma takes title to the condominium unit with Darla as joint tenants. Thelma dies six months later.

At the time of her death, it is discovered that Thelma had a \$50,000 life insurance policy with no named beneficiary. Samuel is named as the beneficiary on Thelma's bank account. Thelma also has an existing mortgage on her home, with an outstanding balance of \$10,000 as of the date of her death. It is further discovered Thelma and her late husband owned 60 shares of common stock in Acme Co., Inc., as tenants in common. Thelma's late husband died without leaving a will.

**1. Fully explain whether Thelma left a valid will.**

**2. Assume Thelma left a valid will. Fully discuss the rights of Connie, Darla, and Samuel with respect to distribution of the following assets:**

- a. Home in Henderson;**
- b. Bank account;**
- c. New car;**
- d. The condominium unit at Lake Tahoe;**
- e. \$50,000 life insurance proceeds; and**
- f. 60 shares of common stock in Acme Co., Inc.**

**JULY 2015**

**EXAMINATION DAY 3;**

**QUESTION NO. 4: ANSWER IN LIGHT GREEN BOOKLET**

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Family Fun is a hotel in Reno, Nevada. Adam, Bess and their child Cole decided to stay at Family Fun for their vacation.

Eddy was employed by Family Fun as a bellman. After the family checked in, Eddy escorted the family to their room and assisted them with carrying their luggage. Unbeknownst to anyone in the family, Eddy took Adam's wallet, which held \$200 and the room key card. Adam reported the theft to hotel management and they issued a new key card, but they failed to deactivate the old card.

The family enjoyed the hotel pool each day. On their second visit to the pool, Adam noticed the pool area was extremely crowded with other vacationing families. Adam and Bess eventually found lounge chairs and watched Cole run around the perimeter of the pool while being chased by several other children. Seconds later, Cole tripped on a broken pool tile cutting his toe. Adam had watched another child trip on the same broken pool tile just the day before. The hotel doctor stitched up Cole's wound free of charge. Reno Municipal Code prohibits more than 40 people in a pool area at any given time and any violation carries a \$1,500 fine.

While the family was enjoying dinner later that evening, Bess suddenly screamed when she realized the cocktail she was sipping had a dead mouse at the bottom of the glass. Bess immediately felt ill, excused herself from the table, and went to the room to lie down.

While on duty, Eddy noticed Bess heading to her room alone. About an hour later and after his shift ended, Eddy entered her room while Bess was sleeping by using the key card he took from Adam's wallet. Eddy slid into bed next to Bess. Bess woke up and started screaming. Afraid someone would hear her, Eddy punched Bess in the face rendering her unconscious. Eddy ran out of the room. The hotel manager knew Eddy had once stolen money from a guest's room.

**Fully discuss the claims Adam, Bess and Cole have against Family Fun and the defenses Family Fun will assert.**

Exam Day 3, Question 4, Page 8 of 8