

Alliance University Business Law I Professor Gomez Final Exam

Fact Pattern #1

1. Please assume that you are an attorney hired by “Independents for Paula Win.”
 - a. If you appeal the FEC’s decision, will you prevail? Why yes or why not? Please explain by analyzing the pertinent section(s) of the Citizens United v FEC decision and the facts of this case. (20 points)
 2. Solely for this question and without influencing any other questions/answers, please assume these additional facts: Please assume that the facts above occurred prior to the decision in Citizens United v FEC.
 - a. Would “Independents for Paula Win’s” ad be considered acceptable under the first amendment’s freedom of speech? Why yes or why not? Please explain by analyzing the pertinent section(s) of the Citizens United v FEC decision to the facts of this case. (20 points)
- 1- The FEC's appeal would not win because first amendment freedom of speech could not be limited because it is considered a form of political speech protected by the First Amendment.
- 2- Not because there was no law protecting them.

Fact Pattern #2

3. What affirmative defense(s) would you raise in defense of Jackson, and why? Please explain your conclusion(s) by analyzing the applicable standard(s), if any. (20 points)
 4. If Niko was subpoenaed to testify about how Domingo and Dilia fell, why wouldn’t his testimony be considered circumstantial? If Niko’s testimony is not circumstantial, then what type of evidence is it? Please explain. (10 points)
- 3- As Jackson's defense, why did Domingo and Dilia take so long to sue if the law gives them 4 years to file a lawsuit starting from the day the events occurred, however, Domingo and Dilia were negligent in seeing the damage they had done to each other and should have filed the lawsuit immediately.
- 4- It is not considered circumstantial since Niko’s intention was to make that video laugh and not to help, however, the video was edited in his own way.

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Fact Pattern # 3

5. Please assume that the facts above occurred in a Majority View state. Do Murphy and Alicia have a valid contract? Why yes or why not? Please explain your conclusion(s) by analyzing the applicable standard(s), if any. (20 points)
6. Solely for this question and without influencing any other questions/answers, please assume these additional facts: Alicia learns that right before Sean died, Murphy had him sign an agreement where Sean would lease his property to Murphy for 2 years. Murphy drafted the agreement, and Sean signed it. Alicia wants to sell Sean's property and wants Murphy out. Alicia has come to you for advice.

a. Will the court enforce Sean and Murphy's agreement? Why yes or why not? Please explain your conclusion(s) by analyzing the applicable standard(s), if any. (10 points)

5- breach of contract is understood to have been breached when the agreed date for performance is not fulfilled or is partially fulfilled, or in a defective manner, but in this case Murphy and Mrs. Alicia had not signed any document that committed what Alicia had said.

6- yes, because there is a written document which has a date of two years and must be complied with, and the federal protection law must be complied with because there is a signature on the document.