QUESTION NUMBER 1

Allen, an attorney in an Ohio law firm, plays golf each week with his friend, Clay, who is a banker at First Bank. One Saturday afternoon, while riding in the golf cart with Allen, Clay told Allen that he was having problems with his Boss, who he feared was about to terminate Clay's employment. Clay described the circumstances, said his situation was not generally known within the Bank, and asked Allen if he believed that Clay would have a cause of action for wrongful termination should Boss fire him. Allen told Clay he would give the matter some thought, do some research, and then give Clay his legal opinion regarding the employment situation.

On Monday morning, when Allen arrived at work, he went to the office of Partner, an expert in employment law, and discussed the facts of Clay's situation with Partner to get Partner's thoughts on the matter.

At lunchtime that day, Allen accompanied his Secretary to the building's cafeteria. As they were eating in the crowded lunchroom, Allen pointed out Boss, who was seated a couple of tables away, and said, "See that guy? He's Clay's supervisor, and I think he's about to fire Clay for no good reason." Secretary, who was known to be the office gossip, said how unfair that was and made a mental note to call her girlfriend in Clay's office to find out more of the details.

Later that afternoon, Allen called Expert, an accountant Allen frequently retained to make damage calculations in cases he was handling. Allen described to Expert Clay's precarious employment situation at First Bank, gave him information about Clay's salary and benefits, and asked Expert to work up some numbers on damages Clay might be able to recover in a wrongful termination suit Allen was getting ready to file on Clay's behalf.

At home that evening, Allen got a call from Friend, whom he knew to be job-hunting after a long period of unemployment. Allen told Friend that Allen was aware of a position that may soon come open at First Bank and that it might be a good time for Friend to drop off a resume at First Bank.

What violations, if any, of the Ohio Code of Professional Responsibility did Allen commit in his conversations with Partner, Secretary, Expert, and Friend? Explain fully.

QUESTION NUMBER 2

You have been retained as an attorney to give advice on the following contracts.

Contract No. 1: To take advantage of a slump in the market, Corp contracted to buy 500 widgets from Acme at a contract price of $10 per widget. After the contract was made, demand for widgets suddenly increased and the price on the open market jumped to $50 per widget. On the day set for delivery, Acme informed Corp that it would not deliver at the contract price and would ship the widgets only if Corp agreed to pay the $50 market price. Under pressure to acquire the widgets, Corp reluctantly agreed to pay $50 per widget. Acme then timely delivered the widgets. Corp, however, refused to pay more than the original contract price of $10 per widget.

Acme has sued Corp for breach of contract.

Contract No. 2: Corp contracted with Telco to allow Telco to place pay phones in Corp's facilities for a period of five years. Under the contract, Corp was to receive 10% of the gross revenues from the phones. The contract also provided that Telco had the power, at its sole discretion, to unilaterally terminate the contract at any time if the gross revenues failed to meet Telco's profit expectations, which, in the contract, were left open-ended. One year later, Cutrate Co., another telephone company, offered to install pay phones and to pay Corp 20% of gross revenues. Corp agreed and immediately sent written notice to Telco that it was terminating the Corp/Telco contract and telling Telco to remove its phones.

Telco has sued Corp for breach of contract for $10,000, which is the amount of damages that Telco can prove with reasonable certainty.

Contract No. 3: Corp sold a swimming pool filtration system to Bart for $25,000 for use at Bart's home. When Bart failed to pay, Corp's credit manager called Bart, who said he would not pay the full $25,000 and intended to sue Corp because Corp had failed to deliver and install the system at the agreed-upon time. In fact, Corp had delivered and installed on time and Bart knew it. Nevertheless, he "negotiated" a price reduction based on a claim of untimely delivery. Corp's credit manager assumed Bart's complaint was valid and agreed to reduce the price to $20,000, which Bart paid.

Corp, having determined that it had complied with all its contract commitments to Bart, has sued Bart to recover the $5,000 balance.

Contract No. 4: Henry, Sam's father, knew that Sam was planning to take time off from college after his sophomore year to travel in Europe and was anxious for Sam to graduate from college within the next two years. Henry promised to give Sam $4,000 if Sam graduated in two years. Sam did not take his planned European trip and did graduate in two years. Henry is upset because Sam does not want to come to work in the family business and has refused to give Sam the promised $4,000.

Sam has sued Henry for breach of contract.

1. What defense might Corp assert in Acme's suit against it, and what is the likely outcome? Explain fully.

2. What defense might Corp assert in Telco's suit against it, and what is the likely outcome? Explain fully.

3. What defense can Bart assert in Corp's suit against him, and what is the likely outcome? Explain fully.

4. What defense can Henry assert in Sam's suit against him, and what is the likely outcome? Explain fully.

Do not discuss the Statute of Frauds in your answer to any part of this question.

QUESTION NUMBER 3

Alice and Brad were both indicted for aggravated murder in the State of Franklin. Alice entered a plea of not guilty at her arraignment. In Franklin, conviction of aggravated murder carries a mandatory life sentence without possibility of parole for 20 years.

After lengthy negotiations between her attorney and the prosecutor, Alice agreed to testify against Brad, who had actually pulled the trigger, in return for the following plea bargain: the State would amend the charge of aggravated murder to the lesser charge of voluntary manslaughter, for which the range of sentences runs from a high of 10 years to a low of probation; Alice would plead guilty to the amended charge; and the prosecutor would neither argue to the judge for a harsh sentence nor make any recommendation regarding sentencing.

At the change-of-plea hearing, the judge confirmed on the record that the parties had reached the above plea agreement. He stated that he accepted the agreement, but that he would not commit to any particular sentence until he received a pre-sentence report and recommendation from the Probation Department. After the judge fully advised Alice of her rights, Alice withdrew her earlier "not guilty" plea and pleaded "guilty" to voluntary manslaughter.

The report from the Probation Department acknowledged that there was ample evidence to convict Alice of either aggravated murder or voluntary manslaughter. However, citing Alice's previous exemplary background and the fact that Alice did testify as agreed against Brad, the sentencing recommendation was that Alice be sentenced to probation, including a period of home detention and community service.

The prosecutor, outraged at the leniency of the Probation Department's recommendation and concerned that the court might adopt it, told Alice's attorney that he was rescinding the agreement, would hold Alice to her plea of guilty on the voluntary manslaughter charge, and would argue at the sentencing hearing for the maximum of 10 years imprisonment unless Alice agreed to modify the plea agreement to include an agreed-upon sentence of at least one year in prison. Alice refused to agree to a modification.

At the sentencing hearing, Alice's attorney made a motion (i) to enforce the plea agreement by barring the prosecutor from making any sentencing recommendation or, in the alternative, (ii) to allow her to withdraw her guilty plea and go to trial solely on the amended charge of voluntary manslaughter.

1. How should the judge rule on Alice's motion to enforce the plea agreement? Explain fully.

2. If the court grants the motion to enforce the plea agreement, what sentencing options are available to the judge? Explain fully.

3. If the court denies the motion to enforce the plea agreement, what arguments should Alice make that she should be allowed to withdraw her guilty plea and go to trial solely on the voluntary manslaughter charge? Explain fully.

QUESTION NUMBER 4

King City, Ohio (City), has experienced decades of economic decline and urban blight. To address the problem, the City Council (Council) approved a citywide development plan intended to create jobs, increase tax revenues, and revitalize the ailing economy. The plan has two basic components: one is to prevent the construction of shoddy and unsafe structures in the business areas of the city, and the other is to acquire real property through eminent domain for development by both government and private entities that will bring jobs and economic growth to the community.

City Ordinance 222 provides:

> All newly built structures shall pass a building inspection before the city will issue the owner a building occupancy permit. Any new structure that is found to be unsafe shall be condemned and demolished. A structure is unsafe if it poses an imminent threat or risk to the safety and welfare of the general public.

Owner recently completed construction of a three-story office building in downtown City at a cost of $5 million and applied for an occupancy permit. A City building inspector determined that the foundation was incapable of supporting the building when occupied, denied the application for an occupancy permit, and ordered the building demolished. After all necessary hearings, a final adjudication was entered, holding that the building was unsafe as defined in Ordinance 222. The building was demolished by City, and Owner sued City to recover the $5 million cost of construction, asserting that the demolition was an unlawful taking by City.

A state statute provides that "Municipalities are authorized to exercise the power of eminent domain to acquire real property for public use." Pursuant to this statute and in furtherance of City's development plan, Council began soliciting development bids.

Big Store, Inc. (BSI), a private corporation, negotiated a deal with Council to build a 900,000 square foot store in the downtown section of the city. The land that BSI needs includes a newly renovated grocery store owned by Grocer and his family since 1875. This store, which is now in excellent condition, would have to be demolished to make way for BSI's store. Grocer believes that, after the renovation, the store has a real property value of $700,000 and a significantly higher value as an ongoing business projected over the next 10 years.

Council commenced condemnation proceedings against Grocer's property and offered him $400,000, which is what Council determined to be "just compensation." Grocer opposes the proceedings.

1. Is Owner entitled to compensation from City for the demolition of his building?

2. Does City have the power to take Grocer's store for development by BSI?

3. Does Council have the power unilaterally to determine what compensation Grocer should receive and, if not, what procedure is he entitled to insist on for the determination of what is "just compensation?"

4. What are the components (not the amounts) of the compensation to which Grocer would be entitled upon condemnation?

Explain your answers fully.

QUESTION NUMBER 5

Mike owned a small machine tool manufacturing company located in Franklin County, Ohio, which he operated as a sole proprietorship.

On May 2, 2006, Mike went to Bank and borrowed $250,000 for general operating expenses. Mike signed a note and security agreement in favor of Bank in the amount of $250,000, secured by "all accounts and all existing and after-acquired equipment and inventory of Mike's business." The Agreement also required Mike to obtain releases from Bank before the sale of any inventory to customers. On May 5, 2006, Bank properly filed a financing statement with the Ohio Secretary of State.

On May 10, 2006, Mike's friend, Will, agreed to consign to Mike $100,000 worth of tools for Mike to hold in his inventory and sell on consignment for Will. After the sale of the consigned tools, Mike was to remit to Will a percentage of the sale price. Mike signed a "consignment agreement" specifying that title to the tools remained with Will until sold by Mike. The consignment agreement contained a security interest in favor of Will in the consigned inventory. Will filed a financing statement with the Secretary of State and then delivered the tools to Mike. Because Will had retained title to the tools, he did not do a lien search and was unaware of Bank's security interest in "all accounts and all existing and after-acquired equipment and inventory of Mike's business." Will did not send any notice to Bank of his security interest in the consignment stock.

On June 1, 2006, Dealer sold a drill to Mike on credit for $100,000. Mike signed a promissory note and security agreement in favor of Dealer. On June 2, 2006, Dealer delivered the drill to Mike's business and on June 23, 2006, Dealer filed his financing statement with the Ohio Secretary of State and sent an authenticated notice to Bank of his security interest.

As part of his transaction with Dealer, Mike also purchased a $3,000 television set that Dealer had in his office. Mike also bought the television on credit and signed a promissory note security agreement for the television for $3,000. Dealer did not make any financing statement filing for the television. Mike subsequently sold the television to George for $2,000.

Finally, on July 1, 2006, Mike borrowed $10,000 from Will for general operations. In return, Mike gave Will a promissory note with a provision giving Will, as collateral, a security interest in a 1993 delivery truck that Mike used to deliver his tools. Will took possession of the title to the truck and put the title in his safety deposit box.

On July 15, 2006, Mike's business failed. Mike has defaulted on all of his obligations. Who has priority between the following competing interests and why?

1. Bank versus Will over the consigned tools.
2. Bank versus Dealer over the drill.
3. Bank versus Dealer over the proceeds of the sale of the television to George.

4. Bank versus Will over the truck.

Explain your answer and give any countervailing arguments.

QUESTION NUMBER 6

Paul and Dan, archrivals dating back to their high school days, encountered each other one night recently in a restaurant in Akron, Ohio. The two exchanged insults and, as their insults escalated, they both agreed to "step outside" to continue the altercation.

A fistfight ensued in which they threw punches at each other, some of them missing and some of them landing. Dan, sensing that he was losing the fight, pulled a small knife from his pocket. Hoping only to scare Paul away, he lunged at Paul with the knife. Paul dodged Dan's lunge and, infuriated but not frightened, responded by pulling a handgun from his coat and pointing it at Dan. Fearing for his life, Dan grabbed Paul's wrist and jerked the gun out of Paul's hand. Unbeknownst to Dan, the gun was not loaded.

Dan ran to the parking lot, jumped in his car and, as he was exiting the parking lot, aimed the car directly at Paul at a high rate of speed. Paul was so frightened that he could not move. At the last instant, Dan swerved the car sharply avoiding an impact with Paul. However, as Dan swerved, the tires of his car spun and sprayed gravel from the parking lot toward Paul, peppering him in the face with small pebbles. Paul suffered no physical injury aside from some minor contusions caused by the gravel. As he passed Paul, Dan threw Paul's handgun out of the window. The gun landed undamaged at Paul's feet.

What intentional tort claims can Paul bring against Dan, what defenses can Dan assert, and what is the likely outcome of each? Explain fully.

QUESTION NUMBER 7

MegaCorp, an Ohio chartered corporation with 5 million outstanding shares of common stock and one million shares of treasury stock, had revenues of $500 million annually. The common stock was the only class of shares issued by MegaCorp and carried full voting rights. No shareholder had any preemptive rights to acquire additional shares.

Last August, MegaCorp's Board of Directors announced its intention to purchase SupplierCorp, an Ohio chartered corporation with $10 million of annual revenues in the same line of business as MegaCorp. The purchase was to be carried out by the Board, without putting it to a vote of the shareholders, and it would be accomplished by issuing to the existing SupplierCorp shareholders 10,000 shares of MegaCorp stock in exchange for SupplierCorp's assets. To complete the acquisition, MegaCorp intended to issue the 10,000 shares from treasury stock.

Dave, a MegaCorp shareholder, owned 100 shares. When he learned of the proposed acquisition, Dave notified the Board that he opposed it and wished to be treated as a dissenting shareholder. He also informed the Board that he believed the proposed acquisition would be illegal unless it was first approved by a vote of the shareholders.

The Board declined Dave's request to be treated as a dissenting shareholder and carried out the acquisition on the terms outlined above without submitting it for a vote of the shareholders.

Last December, MegaCorp's Board of Directors announced that it had negotiated a merger with CompuCorp, an Ohio chartered corporation of similar size to MegaCorp. Under the terms of the merger, the resulting corporation would do business as CompuCorp, and MegaCorp stockholders would be issued CompuCorp shares on a one-to-one ratio. The Board announced that the merger proposal would be submitted to a vote of the stockholders at the March annual meeting.

Dave attended the March meeting and voted his 100 shares against the merger. Ina, who also owned 100 MegaCorp shares, voted her shares in favor of the merger. The merger was ultimately approved by over two-thirds of the eligible voting stock of MegaCorp.

Five days after the meeting, Dave and Ina, who had changed her mind about the desirability of the merger, notified MegaCorp in writing that they each wished to be treated as dissenting stockholders with respect to the MegaCorp/CompuCorp merger.

1. Was MegaCorp's acquisition of SupplierCorp legally carried out by MegaCorp?

2. Was Dave entitled to be treated as a dissenting stockholder with respect to the SupplierCorp acquisition?

3. Was Dave entitled to be treated as a dissenting stockholder with respect to the CompuCorp merger?

4. Was Ina entitled to be treated as a dissenting stockholder with respect to the CompuCorp merger?

5. What are the rights of one who is entitled to dissenting stockholder status?

Explain all of your answers fully.

QUESTION NUMBER 8

Defendant and Friend customarily met at the neighborhood convenience store in Anytown, Ohio, every Friday around noon. They congregated there with some other guys who lived in the area, wasting away a few hours in conversation and drinking. Some of these other guys also sold drugs, some fenced stolen property, and some sold guns to people who frequented the area.

Although Defendant and Friend had had some scrapes with the law in the past, neither of them had committed any offenses of violence that were common in the neighborhood, and neither of them engaged in the criminal activities that took place on the convenience store corner.

On a recent Friday, after about four hours of drinking wine at the convenience store corner, Defendant and Friend bought a couple more bottles of wine and departed the scene for Defendant's home about a block away. Once there, they played cards and drank wine into the late evening until both of them were heavily intoxicated. Defendant suddenly told Friend to leave because Defendant wanted to go to bed. Friend argued with Defendant about having to leave and threatened to "kill" Defendant if he tried to force him out of the house. Defendant laughed at Friend's threat, grabbed a crowbar, and threatened to strike Friend over his head if Friend didn't leave. Friend got up and walked out the door, yelling and cursing at Defendant as he left. Defendant turned off the lights and went to sleep on the couch.

Because Friend was so intoxicated, he left Defendant's house without his shoes. About five minutes later, Friend came back and entered Defendant's unlocked front door to retrieve the shoes. Defendant awoke and saw a man standing in the darkness of his living room. Defendant grabbed his crowbar and struck the intruder in his head. The intruder fell to the floor and appeared to be struggling to rise. Defendant struck him in his head again, killing him. Defendant turned on the lights and discovered that the man he saw in the darkness of his living room was Friend.

Shortly after, Defendant was arrested for and charged with aggravated murder of Friend.

1. What are the elements of the crime charged, and can the State prove each of them? Explain fully.

2. What defenses might Defendant assert, and what is the likelihood that he can succeed on each defense? Explain fully.

QUESTION NUMBER 9

Alan filed a medical malpractice suit in an Ohio state court against his plastic surgeon, Surgeon. Alan claimed that Surgeon had failed to disclose the material risks associated with two separate surgical procedures: (1) liposuction of Alan's abdomen and (2) chin implant surgery. Alan alleged that Surgeon should have disclosed that scarring might result from these procedures, and that the chin implant contained a plastic polymer known to cause allergic reactions in some patients. Alan alleged that, had he known of these risks, he would not have consented to the surgeries. He claimed that his scars have not faded and the chin implant has caused an allergic reaction resulting in a constant, dull headache.

Surgeon denied Alan's allegations, asserting that she had disclosed all material risks of both surgeries and that, in any event, she had no need to disclose the "plastic polymer" allergy because medical science refuted its existence.

Alan seeks to introduce the following evidence at his jury trial, to which Surgeon has objected on the ground of relevance:

(1) Alan's own testimony that Surgeon did not advise him about any risk associated with the surgeries;

(2) The testimony of Julie (one of Surgeon's former patients), who claims that, when Surgeon performed saline breast implant surgery on her six years earlier, Surgeon had failed to warn her that the implants might leak; and

(3) The testimony of Mayor (the local mayor), who will state that the community thinks Surgeon is a "quack."

In her defense, Surgeon seeks to introduce the following evidence, to which Alan also has objected on the ground of relevance:

(4) The testimony of Expert (a qualified expert in plastic surgery), who will opine that, based on the generally accepted scientific principles, the risk of allergic reaction to the plastic polymer was not a material risk of which plastic surgeons need to inform their patients;

(5) The testimony of Nurse (Surgeon's surgical assistant for many years), who will state that, although Nurse has no independent recollection of Surgeon's treatment of Alan, Surgeon routinely advises her patients of the material risks of any particular surgery — first at the patient's initial consultation, again at the pre-surgery consultation, and a third time on the day of surgery;

(6) The testimony of Physician (a plastic surgeon who, one year earlier, had performed liposuction on Alan's hips and performed a brow implant containing the same plastic polymer), who will state that he spoke with Alan about each

material risk associated with those surgeries, including possible allergic reaction and scarring. Physician will also identify the Informed Consent Form that Alan signed at that time and that discloses each of these same risks.

How should the trial court rule on the relevance objections to the testimony or documentary evidence described in each of the enumerated points above? Explain fully. Do not discuss hearsay.

QUESTION NUMBER 10

John, an 82-year-old gentleman whose wife had died many years ago, had a daughter and a son, both of whom he saw infrequently. For the past several years, John lived with his friend, Maria, in the home he owned in Ohio.

Maria often told John that, if he did not agree to leave her a large part of his estate, she would abandon him and send him to the Wayward Men's Nursing Home for the rest of his life. John ignored the threat and continued to treat Maria as a good friend.

John was a daily customer at the Old Man's Bar and Grill, which was the center of his social life and where his favorite bartender, Carla, served him his daily pint of ale. Carla told John one evening that, if he would leave her something in his will, she would see to it that he received a free pint of ale for the rest of his life. John smiled and said, "Yeah, sure."

Robert, one of John's drinking pals, often told John that he (Robert) was John's illegitimate son. John knew Robert was trying to deceive him but still liked him as drinking friend.

One day, on the way to the Old Man's Bar and Grill, John met with his lawyer to have a will prepared. He accurately described his assets as consisting of his home; bank accounts totaling $452,000; and 10,000 shares of Ace Distillery, Inc. John told the lawyer to prepare a will containing the following bequests: $1,000 each to his son and daughter and the balance of his bank accounts to be divided equally among Maria, Carla, and Robert. John told the lawyer not to include his house and the Ace distillery stock in the will because he was not ready to decide who should receive them. The lawyer typed up the will in accordance with those instructions and gave it to John to take with him. John did not sign it at the time.

John then went directly to the Old Man's Bar and Grill and, before he settled in with his daily pint, signed the will at the end of the document. He saw two people who looked familiar sitting at the end of the bar. John walked over to them and, pointing to his signature on the will, said, "This is my will, and I just signed it. Will you two sign it as witnesses?" With John standing between them at the bar, they each signed on the witness lines.

Several weeks later, John fell ill and was taken to the hospital. His doctor told him his liver had failed and that he had only a few days to live. John asked to see his lawyer, who showed up with his secretary. John said to them both that he was canceling his typed will and told them he wanted to leave his property as follows: his house was to go to Carla, and the balance of his estate was to go to the Old Man's Bar and Grill. At that moment, John died. The lawyer immediately returned to his office and prepared a memorandum setting forth the details of what John had told him in the hospital. The lawyer and his secretary signed the memorandum and the next day filed both the typed will and the memorandum with the Probate Court.

John's two children claim that they should inherit John's entire estate because John had not properly executed the typed will and, in any event, lacked testamentary capacity to make both the typed will and the property disposition set forth in the memorandum the lawyer had prepared. Maria, Carla, Robert, and the Old Man's Bar and Grill all also claim a share of the estate.

To whom and in what proportions should John's estate be distributed? Explain fully.

QUESTION NUMBER 11

The following matters were pending for disposition before Judge Barnes of the Hamilton County, Ohio, Municipal Court and came up for disposition on his motion calendar:

1. A breach of contract action by Bank to recover $6,000 plus interest and costs from Debtor was set for trial on June 1, 2006. On that date, neither Bank nor its attorney appeared, and Bank's attorney could not be reached by telephone.

Debtor's attorney made an oral motion for dismissal with prejudice. Judge Barnes granted the motion.

2. John sued David for $250,000 on a contract for services performed by John, but which David failed to pay as required. After John's suit was filed, David was declared incompetent by the Hamilton County, Ohio, Probate Court, and Mary was appointed as his legal guardian. In John's breach of contract suit, the caption of the complaint read as follows: "John, Plaintiff, vs. David, Defendant." The complaint sufficiently alleged a claim that David breached the contract and prayed for recovery of $250,000 plus interest.

David's attorney filed a motion to dismiss, which Judge Barnes granted.

3. Swift purchased a farm adjacent to Ned's farm and began raising pigs. Within a year, the flies, dust, and offending odors from Swift's pig farm became intolerable to Ned. Ned sued Swift for nuisance, seeking $5,000 in damages and a permanent injunction. Both sides conducted extensive discovery, after which Swift filed a motion for summary judgment. Ned filed opposition papers. Both sets of pleadings were fully supported with extensive affidavits and authenticated deposition excerpts.

On the day of the hearing, Judge Barnes announced that he had not had time to review the briefs and supporting papers but that he was prepared to hear oral argument from the parties. At the conclusion of the oral arguments, Judge Barnes ruled that, "Based on the oral arguments presented by both sides, I grant Swift's motion, and I will enter judgment accordingly."

4. Patient sued Doctor in negligence seeking to recover $10,000 for injuries allegedly caused by Doctor's malpractice. Doctor served Patient with extensive interrogatories and requests for production of documents seeking to require Patient to produce evidence to support his claim. Patient objected to the discovery as being improper and overbroad. After many unsuccessful attempts to persuade Patient to answer the interrogatories and produce the documents, Doctor filed a motion and supporting memorandum for summary judgment, basing the motion entirely on the assertion that "Patient has failed to produce evidence to support the allegations in his complaint." Patient responded to the motion by filing a memorandum in which he stated that "Patient will produce the required evidence at the appropriate time."

After reviewing the motion papers, Judge Barnes granted Doctor's motion.

Was the judge's ruling on each of the above motions correct? Explain fully.

QUESTION NUMBER 12

Plaintiffs with proper standing have challenged the following governmental actions undertaken in the State of Franklin as being violative of the Establishment and/or Free Exercise of Religion clauses of the First Amendment.

1. The Franklin State Legislature approved placement of a 15-foot granite monument on the grounds in front of the state capitol building. The monument, recently donated by a private collector of historically important art objects, is an 1801 sculpture of Frank Franklin, one of the state's founding fathers, and depicts him holding the scales of justice in one hand and a Bible in the other. Carved into the granite base of the monument are the text of the Ten Commandments and an inscription that reads, "To Our State – Founded on Justice, Integrity, and Morality." The monument, which was privately commissioned in 1801 to commemorate the state's first constitutional convention, is one of several pieces of statuary on the state capitol grounds chronicling significant events in state history.

2. A public school district adopted a policy requiring each public school student, at the commencement of each school day, to recite a prayer of the student's own choosing. Any child who does not want to participate is allowed to sing a happy song instead.

3. The Franklin State Legislature enacted a statute authorizing a tax deduction for "all parents of school-aged students for any out-of-pocket educational expenses, including transportation, textbooks, and tuition costs, provided, however, that no deduction shall be allowed for the cost of textbooks used for teaching religious tenets or doctrine."

4. The Franklin Department of Commerce assessed back wages and imposed a fine upon Organization, a nonprofit Christian evangelical organization, for failing to pay the state-mandated minimum wage to workers employed in Organization's retail clothing stores and restaurants. The back wage assessment and the fine are provided for in the state statute that is generally applicable to all employers engaged in commercial operations. Organization operates the stores and restaurants to raise funds for its overall mission of spreading Christianity. Organization asserts truthfully that one of the beliefs held by its adherents is that, as part of their commitment to the mission, they must work for subminimum wages.

What is the likely outcome of each of the Plaintiffs' challenges? Explain fully.