

**University of Florida Levin College of Law
REID – FALL 2019 – LEGAL WRITING
COURSE SYLLABUS & POLICIES**

Professor Teresa Reid reid@law.ufl.edu Office: 349 Holland
Office hours: usually 12:00-1:00, M,T,TH

FALL 2019: Class meets T, TH @ 3:00 – 3:55 P.M. in room 360

(Please double-check the room number via the law school's website for any last-minute changes.)

Copyrighted © 2019 by Teresa J. Reid. All rights reserved.

Our course book is *Legal Writing By Design* (Second Edition) by Teresa J. Reid Rambo and Leanne Pflaum (Carolina Academic Press). Please stay up to date with the reading even if we don't discuss it in class on the assigned day. For every hour in-class, please anticipate spending at least two out-of-class hours reading and preparing for in-class instruction/participation. As this is a writing course, please be aware that you'll also spend even more time out of class completing the writing and other assignments. Chapters referenced below are to our course book. Writing Assignments are referenced by number. Prof. Reid reserves the right to alter this Syllabus and our assignments.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	F	S	S
26 AUGUST WEEK 1	27 <u>class 1</u> Introduction in book, Ch. 1, read #1	28	29 <u>class 2</u> Ch. 2, Ch. 3, Ch. 28, read #2 #1 DUE: Assessment	30	31	1
2 SEPT HOLIDAY WEEK 2	3 <u>class 3</u> Ch. 4, Ch. 5, Ch. 29, read #3	4	5 <u>class 4</u> Ch. 6, Ch. 30, Ch. 31 #2 DUE: BBW-Hearsay Exception Memo	6	7	8
9 WEEK 3	10 <u>class 5</u> Ch. 7, Ch. 32, read #4; Record on Appeal; <u>Federal Rule of Evidence 606</u>	11	12 <u>class 6</u> Ch. 8, Ch. 9, Ch. 33 #3 DUE: BBW (Revised) CLIENT LETTER	13	14	15
16 WEEK 4	17 <u>class 7</u> Ch. 10, Ch. 11, Ch. 12, read #5, read <u>Tanner</u> case	18	19 <u>class 8</u> Ch. 34, Ch. 35, read <u>Warger</u> case #4 DUE: Authorities Cited; Questions Presented	20	21	22

23 WEEK 5	24 <u>class 9</u> read #6, read <u>Pena-Rodriguez</u> case, read <u>Hiawatha Brown</u> case	25	26 <u>class 10</u> #5 DUE: Statement of Facts	27	28	29
30 WEEK 6	1 OCTOBER <u>class 11</u>	2	3 <u>class 12</u> #6 DUE: Issue #1 Draft	4	5	6
7 WEEK 7	8 <u>class 13</u> read #7 Begin working on issue #2	9	10 <u>class 14</u>	11	12	13
14 WEEK 8	15 <u>class 15</u>	16	17 <u>class 16</u>	18	19	20

21 WEEK 9	22 <u>class 17</u> read #8	23	24 <u>class 18</u> #7 DUE: First Draft of complete Memo	25	26	27
28 WEEK 10	29 <u>class 19</u>	30	31 <u>class 20</u>	1	2	3
4 NOVEMBER WEEK 11	5 <u>class 21</u>	6	7 <u>class 22</u>	8	9	10
11 HOLIDAY WEEK 12	12 <u>class 23</u> We will not meet in class. Instead, use this time to work on your Final Memo.	13	14 <u>class 24</u> #8 DUE: Final Memo Due	15	16	17
18 WEEK 13	19	20	21	22	23	24
25 (last week) WEEK 14	26	27	28 THANKSGIVING	29	30	1
2 DECEMBER	3	4	5	6	7	8
9	10	11	12	13	14	15
16						

COURSE POLICIES

Welcome to Legal Research and Writing! This is the first of a two-semester course designed to get you thinking and writing like lawyers. I'll be your professor for this course.

(The "law school convention" is to call professors "Professor (Last Name)." We don't use the term Dr.).

Please *carefully* read these materials as soon as possible, and well before the first day of class. (If you see any typos, please email me about them.) These materials provide you with the bottom line information you'll need to be successful in this course.

This semester we'll focus on writing a predictive legal memo (i.e., a document which suggests a course of action for our client). Next semester, in Appellate Advocacy, the focus is on writing a persuasive appellate brief (i.e., a document which explains to the appellate court why our client should win the case). Both of these documents are explained in detail in our textbook, *Legal Writing By Design: A Guide to Great Briefs and Memos*, a book I co-authored with Prof. Pflaum.

Our course is "officially" described as follows on our law school website:

LEGAL WRITING Course Number: LAW 5792 Credits: 2

First half of a two-part course, both required for graduation. Includes emphasis on written legal analysis and preparation of predictive legal memoranda.

In addition, please be aware of the following policies, also from our law school website:

Juris Doctor Degree Requirements

Degree requirements are as stated in the College of Law catalog in effect at the time of enrollment. For students who entered in fall 1994 or thereafter, requirements are as follows.

Completion of the following courses with a passing grade: Legal Research (LAW 5803), Legal Writing (LAW 5792), and Appellate Advocacy.

In other words, you must pass our course to graduate. If you fail this course, you *cannot* rewrite your paper or resubmit any assignments. There aren't any second chances. You'll be required to wait until the next Fall semester to retake the course (with a different professor), and you CANNOT go forward this Spring to Appellate Advocacy with the rest of your classmates.

In the materials below, I've tried to explain what you can expect, and what I expect of you. **Please read these materials very carefully.** Please understand that you're responsible for reading, understanding, and complying with all policies addressed or referenced in this document.

Professionalism tip: Before asking your professor about any course policy (in any class), please first check with the course policy document to see if the answer is already provided. You don't make a good first impression if you ask a question about the existence of a policy that's already contained in a document that you're required to read before class even begins. However, if any policy is unclear to you, please feel free to ask about it.

Required Materials for this Course

(1) *Legal Writing By Design, Second Edition*, (2) *The Bluebook* (current edition); and (3) Our Class Notes package. The Class Notes package will be emailed to you and you'll also receive a copy in class. You'll need to read the emailed version of our Course Policies for the first day of class.

Course Components

Our course, which is taught with the aid of teaching assistants, has several components:

- [1] writing assignments, consisting of projects designed to teach you how to interpret the law and how to apply, in a professional manner, the law to factual scenarios;
- [2] conferences with teaching assistants to review specific assignments and to address general issues;
- [3] office appointments with me to review your written work; and
- [4] in-class discussions and other in-class activities.

Please be advised that the material below is extremely "directional," with what may seem to be a rather overwhelming amount of "do's and don'ts." This is a course in *highly technical* writing, and it involves many format and other rules which you need to be aware of and likely have not encountered in any other class. Being mindful of these rules at the outset will help you to understand that what may *not* have seemed important in other types of writing *is* extremely important in legal writing.

The highly technical format and citation rules we follow in our course are those accepted, expected, and demanded by the legal profession, including the courts. While typographical errors in other writing may be a mere annoyance, in legal writing they demonstrate a lack of credibility and weaken your client's case. Even the placement of a comma can have a dramatic impact. For example, in one case a single comma determined whether a person would or would not collect a million dollar insurance policy.

To pass this course, every document you produce, as in law practice, must be professional – proofread, correctly formatted, within the allotted page limits, and submitted on time. Careful attention to detail in the practice of law is a necessity, and that detail must be reflected in the written work you produce. Your client's case, and your reputation, depend on it. Please don't ever forget this. Professionalism begins now.

The bottom line is that this is a tough course. We make no apologies for that. Law is a tough business.

What most people don't realize is that lawyers are *professional writers*. We get paid for what we write. We're writing all the time and our words change people's lives. If you want to be the best lawyer you can be, you've got to be the best *writer* you can be. You've got to take this course seriously and approach the material we'll address with an open, not fearful, mind.

First year law students often worry that their writing skills may not be up to par. Some of you may be downright terrified of this course. Some of you may not have written very much in your undergraduate careers, if at all. Some of you may have written quite a bit.

But, regardless of your history, *you all are now in the same boat*. You are all first year law students, taking your first law school writing course. This isn't an English or History course where you express your ideas in an essay, summarize trends, and report on past events. This is a course where words are used with precision to solve problems. *This is a course new to everyone*.

If you pay attention in class, do all assigned reading, do a satisfactory job on all the assignments, follow directions, work to the best of your ability, ask questions, and avail yourself of the resources we have to offer, you'll not only pass this class, but you'll be ready to write like a lawyer when the time comes.

And that time is coming quickly. The three years you'll spend in law school will rush by. In just three years, YOU'LL BE A LAWYER (and your relatives will be hitting you up for free legal advice). Take this course seriously and it's like putting money in the bank. What do lawyers do? They write. What do good lawyers do? They write well, and *that* writing wins cases.

What's more, you may need to use your writing skills even *before* you graduate. This summer, you may be clerking (i.e., researching and writing) for a judge or for a lawyer. Your employer will expect you to possess research and writing skills. You've got to know what you're doing.

Why should you believe me? Well, for one thing, I'm a practicing lawyer. I've seen the difference *writing* makes in a lawyer's career. I've seen the difference *writing* makes in a student's law school career. (The skills you'll learn in our class are transferable to exam writing, moot court, law review, journals, etc.) I know what it takes for you to be the best student and the best lawyer you can be. It all starts with learning *how* to write *like a lawyer writes*. And that starts with *thinking* like a lawyer *thinks*. When you boil it all down, *thinking* is really what we're teaching. The thought must precede the written word.

This "writing" course, in truth, is a course in *thinking*. For that reason, the way I teach writing may be a bit different from what you may have experienced in other courses with a writing component. This is a *professional writing* course, with a twist.

The twist is this: in just three years, we'll be colleagues. You'll be out of law school, and one day we may have a case together. Or, we may be opponents. Or, you may be the judge I appear before with my client. With that thought in mind, I teach this course *not* as a "writing professor" pontificating on and on about this and that (I'd bore you and myself), but as a "partner" in a law firm.

It bears repeating, in three years we'll be colleagues. I'll be tough, but I'll be *fair and kind*. We need to start working and thinking together *now*. We want to do our best for our clients. And, as you'll see from the hypothetical cases we'll handle, we have a very active practice here.

As a partner in a law firm, I'll review your written work. But "review" doesn't mean just "read." Writing papers in our class will not be like the experiences you've had where you'll get back a paper with a big "A" on it and no other marks. Sorry, although that would really make my job infinitely easier, it's not that kind of a system. I take your work in the course seriously because I must. Your reputation and mine depend on the quality of your written work.

In legal writing, every word, every punctuation mark, *counts*. Therefore, when I review your papers, I'll closely scrutinize *everything – every comma, every word, and every thought*. For many of you, such close scrutiny may be a new experience. It may make you feel uncomfortable. You may not like it at all. It may frustrate you. It may anger you. But please understand that this close scrutiny of your writing is the only way I can do my job.

Please understand that my comments on your paper are just that – comments on your *paper*, not comments on you *as a person*. When I read a paper, I do so with an open, objective mind, and with the knowledge that you are all in the earliest stages of learning this form of writing. My comments are geared towards helping you learn to express your thoughts in the best way possible, not to supplant your particular style with my own.

Writing assignments *aren't tests!* Rather, each assignment is another step in your learning. So please don't beat yourself up for not knowing how, on the first attempt, to write a brilliantly reasoned, highly technical, perfect legal memo. You're still students! Writing is one of the most complicated things a human being can do. No one, especially not me, expects you to start out in the course by producing a flawless document.

And, although you're not permitted to read each other's papers, please believe me when I tell you that I'll comment, either in writing or orally, extensively on *every* paper.

Please also understand that it is your right, as an author and as a rookie lawyer, to disagree with my comments. You may have a very good reason for crafting your argument as you have done. It may be that I'm just not following your theory or tactics. Perhaps if you made a slight change, I'd understand, and would see that your way is preferable. This is why it is so very important that you let me know if you have any questions regarding any of my comments.

Course Goals

1. To help you determine how to evaluate the "worth" of cases. In other words, how to determine whether, and to what degree, a case is relevant, useful, or harmful to your case. This requires an in-depth understanding of how to read and analyze a case.
2. To help you to determine how to evaluate the "worth" of statutes, rules, ordinances, and constitutional provisions. In other words, how to determine whether, and to what degree, such "laws" are relevant, useful, or harmful to your case. This requires an in-depth understanding of how to read and analyze statutes, rules, ordinances, and constitutional provisions.
3. To help you learn how to write a credible and persuasive legal argument. This requires an in-depth understanding of your position and counter-arguments.
4. To help you learn how to prepare several different legal documents, including a complete and credible legal memo. This requires clear and concise writing representing the law and your position with utmost credibility.
5. To help you to learn how to produce (and the importance of producing) professional, quality work. This requires careful attention to formatting rules, rules of professionalism, and careful proofreading.
6. To help you develop your professional identity and prepare you for the practice of law.
7. To help you develop your legal reasoning skills with an emphasis on acknowledging the underpinnings of common law and societal norms.
8. To help you develop analytical and interpretative skills in applying the law to factual scenarios.
9. To help you develop your listening and note-taking skills.
10. To enjoy each other's thoughts and ideas in a non-confrontational setting, with active class participation.

Student Learning Outcomes

Our course requires a personal investment from you in analyzing and applying many aspects of the law to solve many legal issues, and to convey your results in varying formats. To this end, you will:

1. Review and analyze all assigned cases and other sources of law, textbook pages, and other materials to develop an articulable, in-depth understanding of how to apply the law to a given set of facts.
2. Develop an articulable description of your professional identity, including not only what the law requires of you, but also of what you require of yourself, especially in the context of crafting legal arguments, acting ethically, and acting with professional integrity.
3. Apply the assigned cases and other relevant laws to factual scenarios and articulate the outcome you believe best conforms to law and policy while serving the interests of your client, in light of your personal values and morals.
4. Develop interpersonal and professional communication skills by actively listening in class, respectfully assessing the validity of what is being offered, and by carefully reading all assigned materials so you are prepared to share and explain your thoughts and analysis to the class.
5. Develop the highest professional standards and the best quality work product by taking personal pride in the documents you produce.
6. Develop a writing style that is clear, concise, and accurately represents your position and the law.
7. Produce a work product that reflects your best ability, following all format requirements, and all proofreading requirements.
8. Develop excellent note-taking skills, listening skills, and editing skills.
9. Develop the tools necessary to succeed in attaining the Course Goals, indicated above.

Contacting Professor Reid

Drop in. Please feel free to drop by my office during office hours, or during any time you see that I'm in my room.

Email me. If you'd like to email me, please note that under Florida law, emails to state employees may be public record subject to public disclosure. Although there are exceptions to this, I'd rather not deal with grades or confidential matters via email. If you have something that is confidential to discuss, please see me in person. If that's not workable, please mark CONFIDENTIAL on your email to me. Further, when you send me an email message, **please write "LEGAL WRITING" in the subject line along with whatever else you wish to include.** I teach several subjects and I need to know right away which class I'm dealing with re the email.

Call or Text me. I also really like using the telephone to TALK to you and answer your questions. My cell phone is 352-682-4202. Please feel free to **CALL** me (before 8:00 p.m. please), and **please leave a message** if I don't answer. I will return your call and we can address your questions. You may also **TEXT** me. If you **text** me, please indicate **who** you are and that you're in our Legal Writing class. I never want you to be frustrated or confused by what you're studying. Please call me and I'd be happy to discuss the subject with you! This is my personal number, so please don't give it out to others. Thank you!

Course Materials and Assigned Reading

Here's what you'll need for our course: (1) our textbook, (2) the Bluebook, and (3) our Class Notes packet. Please stay up to date with the reading even if we don't discuss it in class on the assigned day. For every hour in-class, please anticipate spending at least two out-of-class hours reading and preparing for in-class instruction/participation. Writing assignments will take additional time out of class.

- (1) Our textbook for the course is *Legal Writing By Design* (Second Edition) by Reid Rambo and Pflaum (Carolina Academic Press).
- (2) Please bring your textbook and the Bluebook to *each* class (including our first class). If you're unable to secure any book prior to our first class (late order, etc.), please arrange to borrow it from a classmate so you don't fall behind in your reading.
- (3) For *each* class, please review the Class Notes for that class and bring the Class Notes with you to class. It's imperative that you read that material and have access to it in class. The Class Notes material contains sample problems that we'll work in class. If you don't have ready access to those Notes, you'll be lost.
- (4) Please complete all reading by the date it's assigned, whether or not you think we'll address it in class that day. For example, if we don't finish discussing all of the assigned reading for Class 3, for Class 4 you're to read all the assigned materials for Class 4. In this way, you'll stay up to date on the required reading and won't be caught off guard. You're responsible each class for whatever is discussed that day whether it's material "left over" from the day before, what was scheduled, or both.
- (5) Please also be aware that from time to time I may send the class an email with an article or case attached. Please consider these emails and their attachments as part of the required reading for our course. Please read them in a timely manner and respond if necessary. And, if you come across any interesting case or article relevant to our class, please send it to me. I love getting that kind of thing.
- (6) Prof. Reid reserves the right to alter any assignment, to change our Syllabus, to add assignments (upon proper notice), and to ask students to meet with her to discuss any or all assignments.

Honor Code

Our course is subject to all Levin College of Law and University of Florida grade, honor code, and other policies. As stated in our College's policies, academic honesty and integrity are fundamental values of the University community, and our Honor Code "represents a commitment by students to adhere to the highest degree of ethical integrity. Each student who joins the College of Law community is assumed to be trustworthy unless and until proven otherwise." Moreover, "[s]tudents at the College of Law benefit from the Honor Code because teaching and learning flourish best in an environment where mutual trust and respect form the bedrock of relationships within the community. The Honor Code helps create a community in which students can maximize their intellectual and academic potential." Further, "[t]he Honor Code furthers the goal of the College of Law to serve the public and the profession by producing attorneys dedicated to promoting justice, excellence, and respect for the law. The success of the Honor Code depends upon the diligence with which members of the College of Law community ensure that they, as well as others, uphold the letter and spirit of the Honor Code." Students should be sure that they understand the UF Student Honor Code at <http://www.dso.ufl.edu/students.php> and the law school's policy (quoted in part, above) at <https://www.law.ufl.edu/life-at-uf-law/office-of-student-affairs/additional-information/honor-code-and-committee/honor-code>.

Commented [RJ1]:

Commented [RJ2R1]:

Commented [RJ3R1]:

Grading Policies (including Mandatory Attendance)

There is no Final Exam for this course.

Your Final Grade and Compliance with Course Policies, Including Device Use Restrictions. With the following three exceptions set forth below, your final memo represents 80% of your final grade and the other assignments represent 20% of your grade. Any unexcused late paper and/or any unprofessional paper (wrong format, errors, etc.) will not be given any credit whatsoever. Other than your final paper, you will receive a "grade" of pass or no pass on your assignments, and will receive credit only for assignments with a grade of pass. You may not resubmit any assignment.

If a student has been found to have violated the Honor Code, I reserve the right to award that student a failing grade in the course.

I also reserve the right to award, for each instance of occurrence, a full lower course grade (for example, dropping from an A to a B) to any student who demonstrates a lack of in-class preparedness or participation. For class participation/preparedness evaluation, I also reserve the right to call on ANY student to answer a question. (Please see the discussion below of what to do if you aren't prepared for a class.)

I also reserve the right to award, for each instance of occurrence, a full lower course grade to any student who violates any of our course policies concerning unauthorized use of laptops or other devices, including cell phones. (Please see the section below regarding laptop and other device use.) For example, if two such instances occur, the student's grade will be dropped from an A to a C.

Delays and/or Exam Accommodations. Any arrangements regarding delaying exams or other accommodations should be addressed to the staff in the Student Affairs office.

Accommodations for Students with Disabilities. Students requesting special accommodation must first register with the Office of Disability Resources. The UF Office of Disability Resources will provide documentation to the student who must then provide this documentation to the Law School Office of Student Affairs when requesting accommodation.

Faculty Grading Policies. In general, faculty policy specifies that the mean grade for all seminars and course sections in which more than 15 students are enrolled must fall between 3.15 and 3.25 (inclusive). The mean grade for a course section is required to fall within the specified range. **Please note that a grade of “B” is actually below average.** If 15 or fewer students are enrolled in a seminar or course section, there is no minimum GPA but the mean grade for a course section may not be higher than 3.60. The higher mean grade for courses in which there are 15 or fewer students is recommended rather than mandatory but in no event may the mean grade exceed 3.60. Grades are recorded permanently by the Office of the University Registrar. The GPA is determined by computing the ratio of grade points to semester hours of work attempted in courses in which letter grades are assigned. The law school assigns the following values to each grade:

<u>Grade</u>	<u>Points</u>	<u>Grade</u>	<u>Points</u>
A	4.00	A-	3.67
B+	3.33	B	3.00
B-	2.67	C+	2.33
C	2.00	C-	1.67
D+	1.33	D	1.00
D-	0.67	E	0.00

The minimum grade for passing a course in the Juris Doctor program is a “D-” or “S.” Grades of “S” (satisfactory) and “U” (unsatisfactory) are given in a few courses, and are not computed in the GPA. A grade of “S” is equal to a “C” or better. “I*” (Incomplete) or “N*” grades recorded on the student record indicate the non-punitive initial term receipt of an “I” or “N.” A grade of “I*” or “N*” is not considered a failing grade for the term in which it is received, and it is not computed in the grade point average. However, if the “I*” or “N*” has not been changed by the end of the next term for which the student is enrolled, it will change to “I” or “NG” and be counted as a failing grade and used in computation of the grade point average. “I*” and “N*” grades are not assigned to graduating students; they receive grades of “I” or “NG.”

An incomplete grade may be assigned at the discretion of the instructor as an interim grade for a course in which the student has completed a major portion of the course with a passing grade, been unable to complete course requirements prior to the end of the term because of extenuating circumstances, and obtained agreement from the instructor and arranged for resolution of the incomplete grade. Instructors are not required to assign incomplete grades. The grade of “W” (Withdrawn) may appear when a student drops a course during the semester or is permitted to withdraw without penalty.

Mandatory Class Attendance. Please see the UF policies (on the law school's website) regarding attendance and observance of religious and other holidays. Absences for observance of religious and other law school designated holidays are excused. Otherwise, you are allowed 2 absences. After the second unexcused absence, you may not submit your final paper and you will receive a failing grade in the course.

If you're absent from class, please (you must) timely email me and let me know that you will be, or were, absent. This applies **WHENEVER** you're absent – regardless of whether or not you're using up one of the available absences. **If you don't timely email me concerning an absence, that absence will count as two absences, so please make sure you email me.**

You're responsible for keeping track of your absences. Please do not ask me how many classes you've missed. To be clear, upon attaining the 3rd unexcused absence, you will **not be eligible** to receive a passing grade for this course. Extraordinary situations (such as your own extensive illness, hospitalization, family emergency, death in your family, etc.) should be addressed to the staff at Student Affairs who will handle any exceptional accommodations. I understand "life happens" and will consider a reasonable excuse for missing a class. I also understand that some of you may be involved in competitions and other school-related functions. Please let me know about those as they may be subject to an "excused" absence.

Classroom Procedures, Policies, and Environment

Attendance Sheets. You're responsible for signing the attendance sheet for each class. Several different attendance sheets for each section of the room will be passed from student to student during each class. You'll be assigned a group number and will then sign only the sheet that corresponds to your particular section of the room. You're **not** permitted to sign in for any other student, or have any other student sign in for you. Doing so (and/or being the beneficiary of such) will be considered an honor/conduct code violation. You're also not permitted (unless I specifically give you permission) to back-date sign any class that you missed. That, too, would be an honor code violation. If I excuse your absence, please write "excused" in the space for the date missed.

Class Participation and Preparation. I prefer class discussions to lectures because I genuinely enjoy hearing your opinions! To that end, you're required to be prepared for class, and are responsible for the reading assigned for the day as well as for any material that we haven't yet gotten to from a prior class. (In other words, it's no excuse to say you aren't prepared because you thought we had already moved forward or because you thought we wouldn't get to the assigned material that day.)

What to do if you're not prepared for class. I'll assume that everyone is prepared, and is able to participate in our class discussions with insight. However, I understand that sometimes being prepared just isn't possible. If you're not prepared, please just let me know ahead of time (right before class is fine), and I *won't* call on you that day – you will have "**immunity.**" I won't even count it against you (unless, of course, your use of immunity becomes excessive). To repeat, the burden is on you to tell me if you're not prepared. I value honesty and integrity. To that end, I will not penalize you if you're forthcoming in letting me know that you aren't prepared.

Please take in-class notes. Our class requires you to understand a complicated set of rules and cases which will merge in more complex scenarios. It's critical that you understand the rules and reasoning used in solving the hypothetical fact patterns you'll encounter – and those rules and that reasoning are **what we will address in class**. To be able to pull all the rules together, please take careful notes at every stage – which means **during each class**. **Please write down what I put on the board.** If you are absent, you'll need to get notes from a trusted friend.

What to do if you miss a class or have to come in late. As a lawyer, if you're ill or otherwise can't attend a meeting with a client or show up at the office or in court, you (of course!) would **notify** those impacted by your absence. That's what a professional does. And, of course, you would not be *late* for a meeting with a client or a court appearance, or walk out in the middle of such unless there was some emergency. In that vein, please do the following:

- (1) **if you're absent from our class for any reason or know you must arrive late**, please (*this is a requirement*) notify me via email. If you're able to notify me ahead of time, that's great – but if not, please let me know as soon as possible after the fact. Please get notes from someone in the class who you trust. There's nothing extra you need to do, so please don't ask me if there's anything extra you need to do. You do not need to do extra assignments. **If you fail to send me a timely email regarding your absence, that one absence will be counted as two absences.**
- (2) **if you're late**, please enter the room quietly. I'd much rather you come in late than have you miss the class. (I understand that life happens....) However, not being able to find a parking spot isn't a reasonable excuse, but please come in anyway.
- (3) **if you're ill, please**, please, please take care of yourself. If you have to miss class because of an illness, please email me and I'll excuse your absence – and you don't need to show me a doctor's note. Please do not even offer to provide me with a doctor's note. If you say you've been ill, then I'll trust that you've been ill. I don't require any further proof. **Your word is your bond.**
- (4) **unless there's an emergency or other necessity**, please don't leave our classroom until class is dismissed. Coming in and out is extremely distracting.

Policies regarding laptop and other device use and impact upon grading. *I really dislike even having to bring up this topic.* Unfortunately, some in-class use of laptops and other devices (including phones) can be distracting to your classmates, impede your own learning, and/or demonstrate a level of rudeness, incivility, and/or lack of interest. Demonstrating these traits will *not* earn you high regard from your colleagues, partners, judges, clients, or from me.

Laptops and other electronic devices are NOT permitted during our class. If you violate this policy, I reserve the right to ask you to leave the room. I also reserve the right to lower your grade (as explained in the “Your Final Grade and Compliance with Course Policies, Including Device Use Restrictions” section above). If you simply cannot resist accessing your computer or other device in class, then please do not even bring it into our classroom. If you have a situation where you must have access to your phone, please just let me know ahead of class.

What you can expect in class. The classroom environment is very important to me. I don’t want anyone to be “afraid” to speak. I will never intentionally seek to offend or embarrass anyone.

I’ll advance somewhat controversial arguments for discussion purposes – to stimulate thought and discussion – but never intended to offend. If there’s anything I’m doing that bothers you, please feel free to tell me. If I’m not aware of it, I can’t correct it.

Please be aware that clients will not always be truthful, well mannered, sensitive, or cooperative. If I role play any of those behaviors, please understand it IS only a role play! I want our classroom to be a place of learning (of course) and of fun. I want you to feel free to express your views, and hope that you’ll want to share your ideas with us, including completing the end of semester course evaluations. Your feedback is important!

If you’re called on. It’s not my intention to pick on or to embarrass you. I want you to have the experience of thinking on your feet – with that experience comes confidence. (You’ve got to trust me on this one.) I remember *hating* being called on in law school. If I call on you, it will *not* be to “put you through the wringer.” If you’re current on the reading and have carefully reviewed the material, you shouldn’t have any trouble answering any question I’ll ask. And please remember, if you aren’t prepared, please just tell me before class and you need not have any concern that I’ll call on you that day. You’ll be granted immunity for that day with absolutely no penalty.

Format Requirements

The following strictly enforced rules govern all writing assignments, unless the assignment specifies otherwise:

Font:	Courier New
Size:	12
Margins:	one inch, top, bottom, sides
Page #s:	center, bottom, in Courier New, size 12 font
Paragraphs:	indented five characters, the first letter begins at the sixth character
Spacing between sentences:	skip two spaces between each sentence
Staple:	upper left corner not blocking any of the writing
Cover sheet:	must be completed for each assignment
Paragraph length:	no longer than 15 lines of text
Citations:	conform to <u>Bluebook</u> rules, proofread for accuracy
Quotes:	conform to <u>Bluebook</u> rules, proofread for accuracy
Justification:	no left margin justification
Proofreading:	proofread the printed out document
Compliance w/ pg. limits:	must conform to page limits
Spacing bet. paragraphs:	do not add any extra lines between paragraphs
Lines per page:	25 or 26
No bold or italic type:	underline case names
Type color:	black
Paper color:	white, opaque, not glossy
Print:	must be dark, not so light it's hard to read

Cover pages for assignments are included below in these materials.

This is an example of 10 character-per-inch (cpi) text. It is also double-spaced, and the paragraph is indented 6 spaces. Use Courier New font. Set the font size on "12." Set the margins for one inch - top, left, and right. Do NOT right justify the left margin. Set the page numbering for bottom, center. Make sure the page numbers are also in Courier New font. Now I will begin a new paragraph and please note the spacing between this and the next sentence:

Numbers printed in this font look like the following:

1 2 3 4 5 6 7 8 9 10.

The following typeface is not permitted:

This is *not* allowed: This is a proportional font, Times New Roman to be exact, and the spacing is slightly different. It allows the typist to put more information on each line. It may look better, but it gives the typist an unfair advantage in making a long document appear shorter. Note that the paragraph is indented far more than 6 spaces.

Numbers printed in this font look like the following: 1 2 3 4 5 6 7 8 9 10. As a comparison, here are the page numbers written in Courier New: 1 2 3 4 5 6 7 8 9 10.

If your page numbers look like the first set immediately above, you're using the wrong font. Even page numbers must be in the correct font.

Spacing Between Sentences:

You'll need to develop an "eye" for correct spacing between sentences. Skip 2 spaces between each sentence. Please read the entire passage very carefully.

The following spacing between sentences is INCORRECT:

wrong: This is a sentence. This also is a sentence. The spacing between these sentences is wrong. I've only skipped one space instead of two spaces. Try to develop an eye for this.

right: This is a sentence. This is also a sentence. The spacing between these sentences is correct. I've skipped two spaces instead of one. Try to develop an eye for this.

try it: This is a sentence. Did I just skip one space or two spaces? How about then? Aha, that was right. So was that. Nope. Nope. Nope. Yes. Yes. Nope. Awful, none. Only one. Two that time. Only one. Two. Two. Oops, three. Three again, which is one too many. One. None. Two. Two. One. Two. Two again. Two. Two. One. One. One. One. Two. Got it yet? Two after a question mark. Wrong, only one. One. One. Two. Two. Two. Two. Two. One. One. One. Two. Two. Two. Two. One. Two, now please listen carefully. If you have gotten this far, (and that was two by the way), please send me (Prof. Reid) an email telling me so at reid@law.ufl.edu I (that was two) mean it. I (that was one) really want to see how many of you actually took the time to read this carefully. Thanks (two). I look (that was two) forward to hearing from you. Don't (only one) tell anyone about this. Let's (two) see who reads carefully and who doesn't. Please write "Caught it!" in the subject line of your email to me via reid@law.ufl.edu. And please make sure that you are using your ufl.edu email account. Thanks!

A Note Regarding Computers

Please be careful: you assume the risk of the technology you use in completing your writing assignments. Please make certain that your computer and printer are in proper working order in advance of all deadlines. DO NOT TRUST THE SCHOOL'S COMPUTERS TO WORK WHEN YOU NEED THEM TO WORK.

In using your computer, PLEASE print out a hard copy of your work-in-progress so that your work won't be lost if you lose the information on your hard drive. Please also back up your information. Every semester, students read this warning. Some, however, think this disaster of losing an assignment won't happen to them. BUT, every semester it happens. Please don't let this happen to you. To help you avoid this miserable fate, we're *requiring* you to back up each assignment on something other than your hard drive. When you hand in each assignment, you must verify that you have complied with all assignment and format requirement, which includes backing up your assignment. Some students find it useful to email their assignments to themselves. If you do so, please make sure that you preserve the confidentiality of your work.

Also, please turn *off* the "right justification" feature on your computer. Do this for each document you produce. Many times students write their papers in segments and save those segments under different files. Please make certain that if you do this, you also turn the right justification off for *each* file. Otherwise, when you merge the files, parts of your paper may be

right justified. The justification throws off the paper's spacing. You should also turn off any "widows and orphans" features that may affect spacing.

Finally, if you have any questions regarding the size of the typeface or font you plan to use for your papers, please discuss it with Prof. Reid at least a week prior to the deadline. *Please note that all "format" requirements are strictly enforced.*

Proofreading

No writing assignment is complete until you've done the following:

spell-checked it <i>and</i> backed it up on something other than the hard drive,
printed out a hard copy,
proofread that <i>hard copy</i> <i>after</i> you've stapled the pages together and corrected all errors, and
signed the cover page (described below) for the assignment.

Here's a priceless tip: *Don't proofread off the computer screen.* Far too many people have "proofed" on-screen, printed out the work, handed in the assignment and then, to their horror, discovered that they had submitted the *wrong* document. This *really* happens! This is malpractice. ALWAYS PROOFREAD THE HARD, STAPLED COPY. Proofing the final, *stapled* version ensures that you're reading the correct version of your document, and that your pages are stapled in the right order. Proofreading, of course, includes *correcting* the errors you've found. You can correct slight errors by using a substance such as White-Out and a black pen. If the error is major, you must reprint the corrected page and then recheck to make sure the other pages are still properly formatted and in the right order.

Proofreading also includes checking each quotation in your paper word-for-word against the original, and checking that each citation is accurate. This is a time-consuming and somewhat painfully boring process, but it must be done. If you misquote or miscite, you've shot yourself in the foot. If you misquote or miscite, you're shouting to the court (and to us) that you have no credibility. If you misquote or miscite, you're broadcasting that you can't even *copy* or locate a few lines correctly. These are not ideas you want to be placing in the mind of your reader. And how will you explain such negligence to your (now former) client?

I'm very much looking forward to this semester. I want you to think for yourself, and to form your own opinions concerning the issues we'll be addressing without feeling pressure to agree with me. I want to learn *from* you, and look forward to doing so!

WRITING ASSIGNMENT #1: Assessment

Due: Class 2

To: You
From: Prof. Reid
Re: Assessment

Instructions: Please read the following sentences and correct any errors. If there are no errors, place a checkmark by the sentence number. COMPLETE THIS AND BRING IT TO CLASS. DO NOT INCLUDE A COVER SHEET.

1. Taylor left with Cameron and I just a minute ago.
2. Taylor called Cameron and he to come to dinner.
3. Cameron saw the child who hit the teacher.
4. Taylor is a person who people truly like.
5. Peter is the man with whom Cameron dined.
6. Taylor and I's memos are due soon.
7. Cameron had went to the store to get some food.
8. The dress was her's.
9. Cameron sees what appears to be spots on her glasses.
10. Cameron and me are going to the store.

WRITING ASSIGNMENT #2: MEMO RE MOTION IN LIMINE (Hearsay Exception Memo)

Due: Class 4

To: You
From: Prof. Reid
Re: Big Bad Wolf Case: Hearsay Exception re Rule 804(b)(2)

Rule 804(b)(2) of the Federal Rules of Evidence provides that the following is an exception to the rule prohibiting hearsay testimony, if the declarant (the person who made the statement) is unavailable to appear at the trial as a witness:

“Statement Under the Belief of Imminent Death. In a prosecution for homicide or in a civil case, a statement that the declarant, while believing the declarant’s death to be imminent, made about its cause or circumstances.”

In our case, we represent Big Bad Wolf in a criminal case brought by the State for the attempted murder of Piggy-1. According to our client, a big gust of wind came up just as he was walking past Piggy-1’s straw home, and the wind blew the house down. Piggy-1 was trapped inside and yelled out, “My tail. My tail is broken. I don’t know if I’m going to make it or not. Big Bad Wolf just huffed and puffed and blew my house in.”

Piggy-2, brother of Piggy-1, heard Piggy-1’s words and came running to help him. Piggy-1 is in a coma, and cannot come to Big Bad Wolf’s trial to testify. The State, however, plans to call Piggy-2 to testify what Piggy-1 had yelled out, relying on the rule quoted above. Piggy-1’s statement would be very damaging to our case and we’d like to bring a pre-trial motion, called a motion in limine, to ask the judge to rule that this statement is inadmissible hearsay and cannot be repeated at trial by Piggy-2.

I need a memo from you, no longer than 3 pages, explaining what arguments we can make that this Rule should not apply and the testimony of Piggy-2 should not be admissible under this Rule.

I realize this is your first memo, so please begin your memo with the following:

To: Prof. Reid
From: Add your name here
Re: Big Bad Wolf Case: Hearsay Exception re Rule 804(b)(2)

Then proceed with your answer following all format requirements. Include a cover sheet for this and the rest of our assignments. The cover sheets may be found beginning below in these materials.

WRITING ASSIGNMENT #3: CLIENT LETTER – Hearsay Exception Revisited

Due: Class 6

To: You

From: Prof. Reid

Re: Big Bad Wolf Case: Hearsay Exception Question Revisited – Client Letter

We've just learned that Piggy-1, who had been in a coma, has now passed away. The State has now charged Big Bad Wolf with his murder. The State still seeks to enter Piggy-2's statements into evidence. Please draft a client letter to Big Bad Wolf advising him why we intend not to challenge the State's admission of Piggy-2's testimony recounting what Piggy-1 had said (see Writing Assignment #2). Big Bad Wolf has had no legal training. Please limit your letter to 2 pages.

For this assignment, use Times New Roman Font, size 12, single space your document, and use block paragraphs, with no indents. Skip a line between paragraphs. Keep all other format requirements the same. This document (the one you are now reading) is written in block paragraphs, with no indents, and with a line skipped between paragraphs. Remember, this is a letter and should be in letter format. For guidance, see the website below:

<https://www.law.cuny.edu/legal-writing/students/client-letter/>

See also the following sample letter:

Jones and Associates
Attorneys at Law
100 S. Main
Gainesville, Florida 32323

August 10, 2025

Parker Lionell
2020 S.W. Archer Road
Gainesville, Florida 32607

Re: Lionell v. Walker – claim for intentional infliction of emotional distress (client no. 225)

Dear Mr. Lionell:

Thank you for contacting our firm regarding a potential claim against Noah Walker. Following our meeting, I did some research, and have determined that you can probably state a valid cause of action for intentional infliction of emotional distress (“IIED”) and seek compensation for Walker’s deliberate acts. However, as explained below, whether a jury would award you damages is somewhat uncertain.

The following are the facts as I understand them. I have misstated or left out a fact, please let me know.

On April 10, 2024, while you were the chief engineer of a train traveling well under the legal speed limit along a semi-remote stretch of railway in Alachua County, Florida, you observed a man later identified as Walker, along with two other people, on the tracks. When you saw Walker and the others, you sounded a barrage of warning whistles, used every braking device available, and did everything humanly possible to stop the train, but were unable to do so. The other two people jumped off the tracks and were unhurt, but Walker remained and was struck; the train severed both his legs below the knee.

From your position in the train, you could not see Walker being crushed under the wheels, but you heard his screams and saw his blood stream down the train. Traumatized by these sounds and sights, you vomited repeatedly and uncontrollably. Within days, you were stricken with severe migraine headaches, sweaty palms, nausea, guilt, weight loss, depression, and suffer recurrent nightmares. These infirmities continue to plague you, resulting in an inability to return to your livelihood as an engineer. Prior to the accident, you had no prior history of emotional distress, and indeed, had yearly employment physicals.

You later learned that Walker and the other two people were anti-nuclear protestors, gathered to confront the train, which carried plutonium, a component for nuclear weapons. Walker had notified the local paper the day before of his railway protest, and he was joined by a newspaper reporter and twenty bystanders. Minutes before the train arrived, Walker announced to the onlookers:

Pretty soon that train will be coming down these tracks carrying death and destruction.
The railroad knows this, the engineers know this, you know this. But no one does a damn

page 1 of 4

thing to stop it. No one's ready to put his butt on the line to stop it. The thing goes on and on, on and on, on and on — chugging down the track, chugging down our throats. We're choking on it, we're dying from it, but no one seems to care. Well I care. Drastic times require drastic measures. If it goes any further, it's got to go through me.

Walker then lay down crosswise on the track, and was joined by the two other protestors. Immediately thereafter, a railroad official arrived and pleaded with Walker to get off the tracks. He told Walker that the oncoming train would not stop; that Walker would die or be seriously injured; and that interfering with railroad trains or tracks was a felony. Despite this warning, Walker remained on the tracks, responding, "I have to do what I have to do."

As to the law involved, Florida recognizes the tort of IIED, by which a person who intentionally or recklessly, through extreme and outrageous conduct, causes severe emotional distress to another, is liable for such distress, and for bodily harm if it results. Thus, we would need to allege, and prove to a jury, [1] that Walker's act of purposefully lying in the path of an oncoming train was extreme and outrageous; [2] that Walker intentionally or recklessly allowed the train you operated to run over him; and [3] that you suffered severe emotional distress from being an unwilling participant in Walker's attempted suicide. My overall candid assessment is that although you can likely prove each of these requirements, given the severities of Walker's own injuries and the sympathy these injuries would generate in a judge and jury, your claim might ultimately be unsuccessful.

As to the first requirement, mere threats, insults, indignities, or annoyances are insufficient. To satisfy the standard of extreme and outrageous conduct, the conduct must be atrocious, beyond the bounds of decency, and utterly intolerable in a civilized society. The most similar case to yours that I could find is from another state. In that case, the state's supreme court held that in causing a woman to view the results of a guest's self-inflicted wounds, the guest had engaged in outrageous and extreme conduct. The guest was a neighbor who had spent the night in the woman's home. The next day, the woman left her home, leaving the guest sitting at a table in her kitchen. When she returned, the guest was dead on the floor in a pool of blood, having slit his own throat with a skinning knife. The court found that the guest had willfully created a "gory and ghastly sight" that naturally resulted in emotional distress worthy of damages.

We could argue that Walker's actions are manifestly even more extreme, outrageous, and atrocious given that he made you an instrument and cause of his injuries, and on that basis probably exceeds even the ghastliness of the out-of-state suicide case. Significantly, and possibly helpful to your case, is that three Florida statutes, respectively, prohibit the following: (1) any unauthorized interference with a railroad track; (2) any unauthorized interference with a railroad vehicle; and (3) any unauthorized placement of any object capable of causing death or great bodily injury in the path of a train. Nonetheless, Walker will likely argue that he was merely engaged in a peaceful political protest which went terribly wrong, and although his act

may have been illegal, foolhardy and extreme, it did not rise to the level of the type of intolerable, wanton and atrocious conduct required for IIED. The law followed in Florida explains that:

It has not been enough that the defendant has acted with an intent which is tortious or even criminal, or that he has intended to inflict emotional distress, or even that his conduct has been characterized by “malice,” or a degree of aggravation which would entitle the plaintiff to punitive damages for another tort. Whether a defendant’s action is “outrageous” of course turns on the court’s case-by-case assessment.

Thus, whether Walker’s conduct was sufficiently outrageous would be up to a jury. It is more likely than not that the jury would find Walker’s conduct was extreme and outrageous, but by no means is it certain.

The second requirement is whether we could prove that Walker’s conduct was intentional or reckless. To provide the requisite intent for an IIED action, the person must desire to harm another, and also act recklessly in doing so. Recklessness occurs when a reasonable person knows or has reason to know that his conduct creates an excessive risk of harm to another, and that such risk is substantially greater than the risk that would result from mere negligence.

Florida case law defines “reckless disregard” as “the equivalent of intent.” Moreover, recklessness also exists where one intentionally violates a safety statute, such as the three Florida statutes mentioned above, under circumstances creating a “high degree of probability that harm will result.” Several Florida courts recognize that a person need not intend to cause harm or intend to inflict severe mental or emotional distress to be liable for IIED; all that need be shown is that he intended his specific behavior and knew or should have known that harm would result, even if he hoped or even expected that his conduct would prove harmless. As the out-of-state court explained, “[a] wilful wrong may be committed without any intention to injure anyone.” Moreover, it is irrelevant whether a defendant recognized that his conduct was extremely dangerous; the standard is an objective one.

In your case, to demonstrate that Walker acted with the requisite intent, we could argue that Walker violated the three Florida statutes designed to protect others from harm. We could also stress that you need not show that Walker desired to inflict emotional distress, nor that Walker intended to make you suffer grief, guilt, and depression. All we need to show is that Walker willfully lay down on those railroad tracks in the path of the oncoming train, and that he either (1) knew distress was substantially certain to result; or (2) deliberately disregarded (by, for example, violating a statute), a high degree of probability that serious harm would follow. Walker will likely argue, however, that because his acts were not directed against you, he is not liable for your distress. However, we can respond that this argument advances the wrong legal standard, as Walker can be liable for IIED if his actions were either intentional or reckless, and he knew or should have known that distress would result. Therefore, it seems more likely than not that this requirement can be satisfied.

Finally, I think it is likely that your distress was sufficiently severe to satisfy the third requirement. Under the law, emotional distress includes “all highly unpleasant mental reactions,

such as fright, horror, grief, shame, humiliation, embarrassment, anger, chagrin, disappointment, worry, and nausea." Severe emotional distress is not limited to cases involving bodily harm if the conduct is sufficiently outrageous and extreme. The distress inflicted, however, must be "so severe that no reasonable man could be expected to endure it. The intensity and the duration of the distress are factors to be considered in determining its severity." The court would first determine whether severe emotional distress could exist, and then the jury would determine whether it did in fact exist.

Although severe distress must be proved, often the extreme and outrageous nature of the conduct provides evidence that the distress exists. You heard Walker's agonizing screams and saw his blood streaming down, experiencing distress so intense that you immediately vomited. Since the incident, you have suffered severe migraine headaches, nausea, weight loss, depression, sweaty palms, and recurring nightmares, preventing you from returning to your livelihood. Walker will no doubt argue that such symptoms could occur in the absence of any emotional upset and did not rise to the level of severity required. However, we can argue that any of the physical symptoms mentioned in the IIED case law awarding damages could occur in the absence of any emotional upset. A contrary showing is not necessary. Thus, it is likely that your distress, combined with Walker's outrageous conduct, ensure that your claim is genuine.

To sum up, the facts of your case seem sufficient to satisfy each of the requirements for IIED; however, as I stated in the first paragraph of this letter, whether a jury would award you damages is uncertain. Because of the severities of Walker's own injuries and the sympathy they would generate in a judge and jury, your claim might ultimately be unsuccessful.

Please take some time to think over my assessment of your case, and make an appointment so that we can meet to discuss whether and how to proceed. I look forward to hearing from you soon.

Sincerely,

Jane Norcross

Associate

WRITING ASSIGNMENT #4: DOE case – Authorities Cited and Questions Presented

Due: Class 8

To: You

From: Prof. Reid

Re: Doe case – Authorities Cited and Questions Presented (See Sample Memo and Chapters 9 and 12)

Please write the Authorities Cited and Questions Presented sections of your memo. Use all cases and statutes/rules provided to you. Place all citations in proper Bluebook format. Follow all format requirements for writing the memo.

WRITING ASSIGNMENT #5: DOE case – Statement of the Facts

Due: Class 10

To: You

From: Prof. Reid

Re: Doe case – Statement of the Facts (See Sample Memo and Chapter 10)

Please write the Statement of the Facts section for your memo. Follow all format requirements. Please make sure you cite to the record to support your factual assertions: i.e., (R.3).

Limit: 3 pages. Minimum: 2 1/2 pages.

WRITING ASSIGNMENT #6: DOE case – Issue #1 First Draft

Due: Class 12

To: You

From: Prof. Reid

Re: Doe case – Issue #1 First Draft

Please write the First Draft of Issue #1 of your memo. Follow all format requirements. Please include (1) arguments we can make to support Doe's position; (2) arguments the State will make against us; and (3) our response to the State's arguments. Include proper citation to authorities. If you are quoting any material, make certain you verify that you quotes are accurate.

Limit: 5 pages. Minimum: 4 pages.

WRITING ASSIGNMENT #7: DOE case – First Draft of Memo

Due: Class 18

To: You
From: Prof. Reid
Re: Doe case – First Draft of Memo

Please write the First Draft of your memo. Follow all format requirements. Include all sections of the memo. Please include (1) arguments we can make to support Doe's position; (2) arguments the State will make against us; and (3) our response to the State's arguments.

Please take care to put your best work possible into this memo because I plan to share it with our client. For this reason, this **MUST** be a finished, polished product and not a haphazard "rough" draft. Your Draft must reflect your best thinking and writing. If it doesn't, then our client will not be pleased and my feedback to you will be useless.

Limit: 12 pages. Minimum: 11 pages.

WRITING ASSIGNMENT #8: DOE case – Final Memo

Due: Class 24

To: You

From: Prof. Reid

Re: Doe case – Final Memo

Please write the Final Memo. Follow all format requirements. Include all sections of the memo.

Limit: 12 pages. Minimum: 11 pages.

Name:	Prof. Reid Legal Writing
Day/Date:	Email:
Phone number:	Writing Assignment #2 Memo

Number of hours spent working on this assignment: _____

By signing my name in the box below, I verify the following: my assignment complies with all format and assignment requirements, and I have proofread this document to the best of my ability.

<i>Signed:</i>

Format Requirements

The following strictly enforced rules govern all writing assignments, unless the assignment specifies otherwise:

- Font:** Courier New
- Size:** 12
- Margins:** one inch, top, bottom, sides
- Page #s:** center, bottom, in Courier New, size 12 font
- Paragraphs:** indented five characters, the first letter begins at the sixth character
- Spacing between sentences:** skip two spaces between each sentence
- Staple:** upper left corner not blocking any of the writing
- Cover sheet:** must be completed for each assignment
- Paragraph length:** no longer than 15 lines of text
- Citations:** conform to Bluebook rules, proofread for accuracy
- Quotes:** conform to Bluebook rules, proofread for accuracy
- Justification:** no left margin justification
- Proofreading:** proofread the printed out document
- Compliance w/ pg. limits:** must conform to page limits
- Spacing bet. paragraphs:** do not add any extra lines between paragraphs
- Lines per page:** **25 or 26**
- No bold or italic type:** underline case names
- Type color:** black
- Paper color:** white, opaque, not glossy
- Print:** must be dark, not so light it's hard to read

Name:	Prof. Reid Legal Writing
Day/Date:	Email:
Phone number:	Writing Assignment #3 Client Letter

Number of hours spent working on this assignment: _____

By signing my name in the box below, I verify the following: my assignment complies with all format and assignment requirements, and I have proofread this document to the best of my ability.

<i>Signed:</i>

Format Requirements

The following strictly enforced rules govern all writing assignments, unless the assignment specifies otherwise: **THIS ASSIGNMENT CONTAINS A VARIATION ON THESE REQUIREMENTS. CHECK THE ASSIGNMENT FOR ANY CHANGES IN THESE REQUIREMENTS.**

- Font:** Courier New
- Size:** 12
- Margins:** one inch, top, bottom, sides
- Page #s:** center, bottom, in Courier New, size 12 font
- Paragraphs:** indented five characters, the first letter begins at the sixth character
- Spacing between sentences:** skip two spaces between each sentence
- Staple:** upper left corner not blocking any of the writing
- Cover sheet:** must be completed for each assignment
- Paragraph length:** no longer than 15 lines of text
- Citations:** conform to Bluebook rules, proofread for accuracy
- Quotes:** conform to Bluebook rules, proofread for accuracy
- Justification:** no left margin justification
- Proofreading:** proofread the printed out document
- Compliance w/ pg. limits:** must conform to page limits
- Spacing bet. paragraphs:** do not add any extra lines between paragraphs
- Lines per page:** **25 or 26**
- No bold or italic type:** underline case names
- Type color:** black
- Paper color:** white, opaque, not glossy
- Print:** must be dark, not so light it's hard to read

Name:	Prof. Reid Legal Writing
Day/Date:	Email:
Phone number:	Writing Assignment #4 Authorities Cited, Questions Presented

Number of hours spent working on this assignment: _____

By signing my name in the box below, I verify the following: my assignment complies with all format and assignment requirements, and I have proofread this document to the best of my ability.

Signed:

Format Requirements

The following strictly enforced rules govern all writing assignments, unless the assignment specifies otherwise:

- Font:** Courier New
- Size:** 12
- Margins:** one inch, top, bottom, sides
- Page #s:** center, bottom, in Courier New, size 12 font
- Paragraphs:** indented five characters, the first letter begins at the sixth character
- Spacing between sentences:** skip two spaces between each sentence
- Staple:** upper left corner not blocking any of the writing
- Cover sheet:** must be completed for each assignment
- Paragraph length:** no longer than 15 lines of text
- Citations:** conform to Bluebook rules, proofread for accuracy
- Quotes:** conform to Bluebook rules, proofread for accuracy
- Justification:** no left margin justification
- Proofreading:** proofread the printed out document
- Compliance w/ pg. limits:** must conform to page limits
- Spacing bet. paragraphs:** do not add any extra lines between paragraphs
- Lines per page:** **25 or 26**
- No bold or italic type:** underline case names
- Type color:** black
- Paper color:** white, opaque, not glossy
- Print:** must be dark, not so light it's hard to read

Name:	Prof. Reid Legal Writing
Day/Date:	Email:
Phone number:	Writing Assignment #5 Statement of Facts

Number of hours spent working on this assignment: _____

By signing my name in the box below, I verify the following: my assignment complies with all format and assignment requirements, and I have proofread this document to the best of my ability.

<i>Signed:</i>

Format Requirements

The following strictly enforced rules govern all writing assignments, unless the assignment specifies otherwise:

- Font: Courier New
- Size: 12
- Margins: one inch, top, bottom, sides
- Page #s: center, bottom, in Courier New, size 12 font
- Paragraphs: indented five characters, the first letter begins at the sixth character
- Spacing between sentences: skip two spaces between each sentence
- Staple: upper left corner not blocking any of the writing
- Cover sheet: must be completed for each assignment
- Paragraph length: no longer than 15 lines of text
- Citations: conform to Bluebook rules, proofread for accuracy
- Quotes: conform to Bluebook rules, proofread for accuracy
- Justification: no left margin justification
- Proofreading: proofread the printed out document
- Compliance w/ pg. limits: must conform to page limits
- Spacing bet. paragraphs: do not add any extra lines between paragraphs
- Lines per page: **25 or 26**
- No bold or italic type: underline case names
- Type color: black
- Paper color: white, opaque, not glossy
- Print: must be dark, not so light it's hard to read

Name:	Prof. Reid Legal Writing
Day/Date:	Email:
Phone number:	Writing Assignment #6 Issue #1 Draft

Number of hours spent working on this assignment: _____

By signing my name in the box below, I verify the following: my assignment complies with all format and assignment requirements, and I have proofread this document to the best of my ability.

<i>Signed:</i>

Format Requirements

The following strictly enforced rules govern all writing assignments, unless the assignment specifies otherwise:

- Font:** Courier New
- Size:** 12
- Margins:** one inch, top, bottom, sides
- Page #s:** center, bottom, in Courier New, size 12 font
- Paragraphs:** indented five characters, the first letter begins at the sixth character
- Spacing between sentences:** skip two spaces between each sentence
- Staple:** upper left corner not blocking any of the writing
- Cover sheet:** must be completed for each assignment
- Paragraph length:** no longer than 15 lines of text
- Citations:** conform to Bluebook rules, proofread for accuracy
- Quotes:** conform to Bluebook rules, proofread for accuracy
- Justification:** no left margin justification
- Proofreading:** proofread the printed out document
- Compliance w/ pg. limits:** must conform to page limits
- Spacing bet. paragraphs:** do not add any extra lines between paragraphs
- Lines per page:** **25 or 26**
- No bold or italic type:** underline case names
- Type color:** black
- Paper color:** white, opaque, not glossy
- Print:** must be dark, not so light it's hard to read

Name:	Prof. Reid Legal Writing
Day/Date:	Email:
Phone number:	Writing Assignment #7 FIRST DRAFT of MEMO

Number of hours spent working on this assignment: _____

By signing my name in the box below, I verify the following: my assignment complies with all format and assignment requirements, and I have proofread this document to the best of my ability.

<i>Signed:</i>

Format Requirements

The following strictly enforced rules govern all writing assignments, unless the assignment specifies otherwise:

- Font:** Courier New
- Size:** 12
- Margins:** one inch, top, bottom, sides
- Page #s:** center, bottom, in Courier New, size 12 font
- Paragraphs:** indented five characters, the first letter begins at the sixth character
- Spacing between sentences:** skip two spaces between each sentence
- Staple:** upper left corner not blocking any of the writing
- Cover sheet:** must be completed for each assignment
- Paragraph length:** no longer than 15 lines of text
- Citations:** conform to Bluebook rules, proofread for accuracy
- Quotes:** conform to Bluebook rules, proofread for accuracy
- Justification:** no left margin justification
- Proofreading:** proofread the printed out document
- Compliance w/ pg. limits:** must conform to page limits
- Spacing bet. paragraphs:** do not add any extra lines between paragraphs
- Lines per page:** **25 or 26**
- No bold or italic type:** underline case names
- Type color:** black
- Paper color:** white, opaque, not glossy
- Print:** must be dark, not so light it's hard to read

Name:	Prof. Reid Legal Writing
Day/Date:	Email:
Phone number:	Writing Assignment #8 FINAL MEMO

Number of hours spent working on this assignment: _____

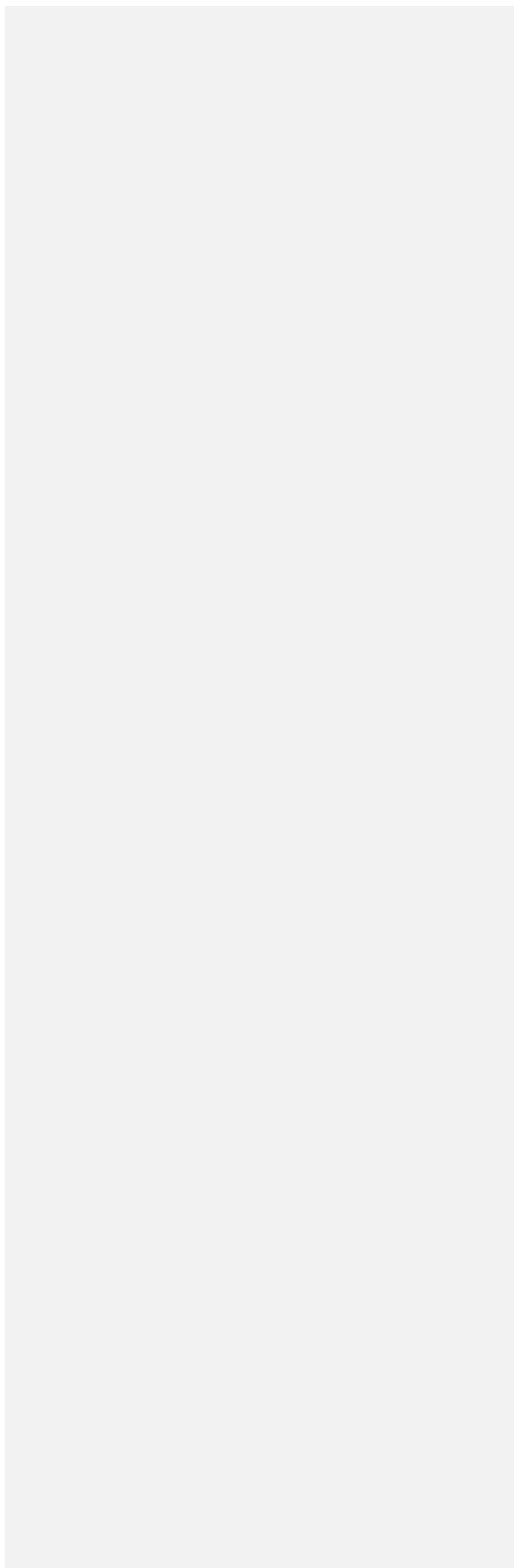
By signing my name in the box below, I verify the following: my assignment complies with all format and assignment requirements, and I have proofread this document to the best of my ability.

<i>Signed:</i>

Format Requirements

The following strictly enforced rules govern all writing assignments, unless the assignment specifies otherwise:

- Font: Courier New
- Size: 12
- Margins: one inch, top, bottom, sides
- Page #s: center, bottom, in Courier New, size 12 font
- Paragraphs: indented five characters, the first letter begins at the sixth character
- Spacing between sentences: skip two spaces between each sentence
- Staple: upper left corner not blocking any of the writing
- Cover sheet: must be completed for each assignment
- Paragraph length: no longer than 15 lines of text
- Citations: conform to Bluebook rules, proofread for accuracy
- Quotes: conform to Bluebook rules, proofread for accuracy
- Justification: no left margin justification
- Proofreading: proofread the printed out document
- Compliance w/ pg. limits: must conform to page limits
- Spacing bet. paragraphs: do not add any extra lines between paragraphs
- Lines per page: **25 or 26**
- No bold or italic type: underline case names
- Type color: black
- Paper color: white, opaque, not glossy
- Print: must be dark, not so light it's hard to read



FINISHED FILES ARE THE RESULT OF YEARS OF SCIENTIFIC STUDY COMBINED WITH THE EXPERIENCE OF YEARS.

Sleeping in the park – examples from *An Introduction to Law and Legal Reasoning* by Steven Burton, pp. 19-23:

Our first statute mandates: “No person shall sleep in a public park.”

First, imagine the following: A gentleman was found sitting upright on a park bench, at noon, with his chin resting on his chest, and his eyes closed. He was snoring audibly.

Second: A disheveled tramp was found lying on the same bench at midnight with a pillow beneath his head, and a newspaper spread over his body as a blanket. The tramp, however, had insomnia.

Reid’s Third: A woman was sitting on the bench at 4:00 with a baby asleep in her arms.

Reid’s Fourth: A man and a woman were sitting together on the bench at 8:00 in the morning. The man was awake, but the woman was asleep.

All were arrested under the statute and brought to trial. What are your predictions? Will they be convicted under the statute? What reasons justify your predictions?

54 F.R.D. 282
United States District Court, W. D. Pennsylvania.

UNITED STATES ex rel. Gerald MAYO
v.
SATAN AND HIS STAFF.

Misc. No. 5357.
|
Dec. 3, 1971.

Civil rights action against Satan and his servants who allegedly placed deliberate obstacles in plaintiff's path and caused his downfall, wherein plaintiff prayed for leave to proceed in forma pauperis. The District Court, Weber, J., held that plaintiff would not be granted leave to proceed in forma pauperis who in view of questions of personal jurisdiction over defendant, propriety of class action, and plaintiff's failure to include instructions for directions as to service of process.

Prayer denied.

Attorneys and Law Firms

*282 Gerald Mayo, pro se.

Opinion

MEMORANDUM ORDER

WEBER, District Judge.

Plaintiff, alleging jurisdiction under 18 U.S.C. § 241, 28 U.S.C. § 1343, and 42 U.S.C. § 1983 prays for leave to file a complaint for violation of his civil rights *283 in forma pauperis. He alleges that Satan has on numerous occasions caused plaintiff misery and unwarranted threats, against the will of plaintiff, that Satan has placed deliberate obstacles in his path and has caused plaintiff's downfall.

Plaintiff alleges that by reason of these acts Satan has deprived him of his constitutional rights.

We feel that the application to file and proceed in forma pauperis must be denied. Even if plaintiff's complaint reveals a prima facie recital of the infringement of the civil rights of a citizen of the United States, the Court has serious doubts that the complaint reveals a cause of action upon which relief can be granted by the court. We question whether plaintiff may obtain personal jurisdiction over the defendant in this judicial district. The complaint contains no allegation of residence in this district. While the official reports disclose no case where this defendant has appeared as defendant there is an unofficial account of a trial in New Hampshire where this defendant filed an action of mortgage foreclosure as plaintiff. The defendant in that action was represented by the preeminent advocate of that day, and raised the defense that the plaintiff was a foreign prince with no standing to sue in an American Court. This defense was overcome by overwhelming evidence to the contrary. Whether or not this would raise an estoppel in the present case we are unable to determine at this time.

If such action were to be allowed we would also face the question of whether it may be maintained as a class action. It appears to meet the requirements of Fed.R. of Civ.P. 23 that the class is so numerous that joinder of all members is impracticable, there are questions of law and fact common to the class, and the claims of the representative party is typical of the claims of the class. We cannot now determine if the representative party will fairly protect the interests of the class.

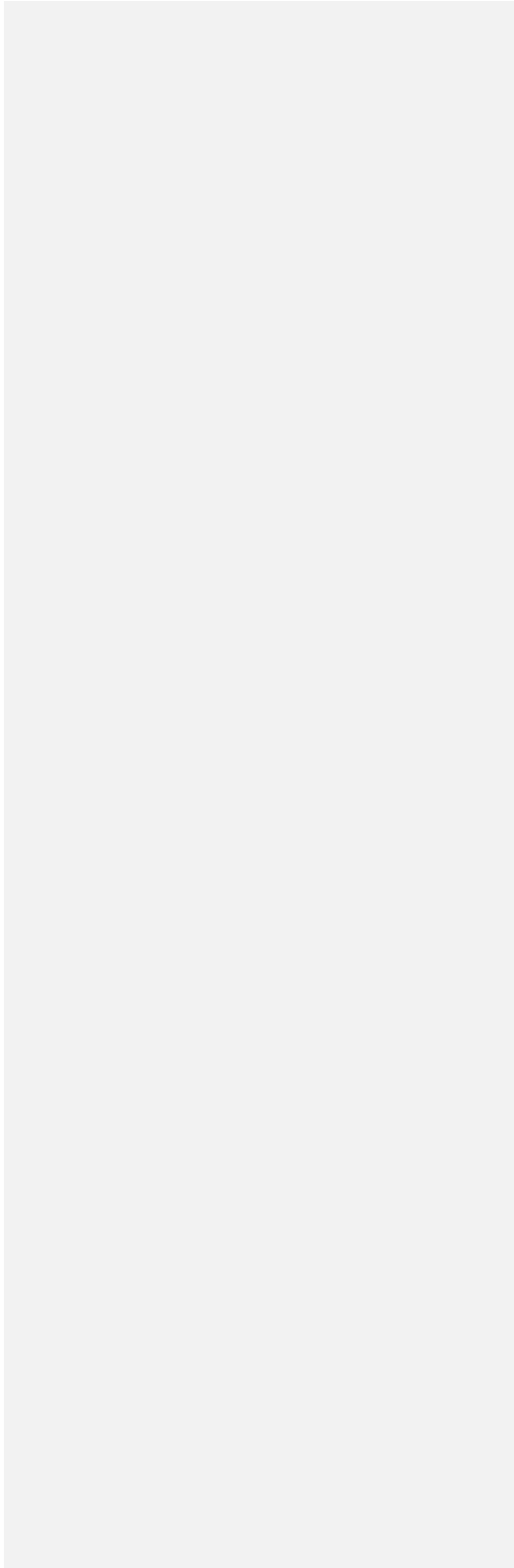
We note that the plaintiff has failed to include with his complaint the required form of instructions for the United States Marshal for directions as to service of process.

For the foregoing reasons we must exercise our discretion to refuse the prayer of plaintiff to proceed in forma pauperis.

It is ordered that the complaint be given a miscellaneous docket number and leave to proceed in forma pauperis be denied.

All Citations

54 F.R.D. 282



2003 WL 22931354

CHECK OHIO SUPREME COURT RULES FOR REPORTING OF OPINIONS AND WEIGHT OF LEGAL AUTHORITY.

Court of Appeals of Ohio,
Eleventh District, Portage County.

William R. MAYOR, Jr. et al., Plaintiffs-Appellants,
v.
Thomas WEDDING, et al., Defendant,
HALCYON INSURANCE COMPANY, Defendant-Appellee.

No. 2003-P-0011.

|
Decided Dec. 5, 2003.

Insureds sued their automobile insurer for underinsured motorist (UIM) benefits for injuries they received in collision with cow. The Court of Common Pleas, Portage County, No. 2002CV0862, granted insurer's motion for summary judgment. Insureds appealed. The Court of Appeals, Cynthia Westcott Rice, J., held that: insureds failed to demonstrate that cow was a "motor vehicle" as required for coverage under UIM provision in their policy.

Affirmed.

Civil Appeal from the Court of Common Pleas, Case No.2002 CV 0862.

Attorneys and Law Firms

Timothy A. Ita, Cleveland, OH, for plaintiffs-appellants.

D. Michael Johanson, Copley, OH, for defendant-appellee.

Opinion

CYNTHIA WESTCOTT RICE, J.

*1 { ¶ 1 } In this case we are called on to determine whether a cow is an uninsured motor vehicle under appellants' insurance policy. We hold that it is not.

{ ¶ 2 } On the night of September 5, 2001, appellants William R. Mayor, Jr., and Wendy M. Mayor were travelling on Interstate 76 west near milepost 41 when their vehicle struck a cow owned by Thomas Wedding. Apparently several of Mr. Wedding's cows had wandered onto the highway.

{ ¶ 3 } Appellants filed suit against Mr. Wedding seeking compensation for injuries they suffered as a result of the collision. Unfortunately, Mr. Wedding had no liability insurance. Appellants also filed a declaratory judgment action against their insurer, Halcyon Insurance Company ("Halcyon") seeking recovery under the uninsured motorist provision of their policy.

{ ¶ 4 } Appellants and Halcyon filed cross motions for summary judgment. The trial court granted Halcyon's motion for summary judgment finding that appellants were not entitled to recover under the uninsured motorist provision of their policy.

{ ¶ 5 } Appellants bring this appeal asserting one assignment of error: "The trial court erred in granting Defendant Halcyon Insurance Company's motion for summary judgment and in denying appellant's cross motion for summary judgment."

{ ¶ 6 } We review a grant of summary judgment de novo. *Grafton v. Ohio Edison Co.* (1996), 77 Ohio St.3d 102, 105, 671 N.E.2d 241. Thus, we review the trial court's grant of summary judgment independently and without deference to its determination. *Lexford Prop. Mgmt., L.L.C. v. Lexford Prop. Mgmt., Inc.* (2001), 147 Ohio App.3d 312, 316,

770 N.E.2d 603.

{ ¶ 7 } Summary judgment is proper when: (1) no genuine issue as to any material fact remains to be litigated; (2) the moving party is entitled to judgment as a matter of law; and (3) it appears from the evidence that reasonable minds can come to but one conclusion, and viewing such evidence most strongly in favor of the party against whom the motion is made, that conclusion is adverse to that party. *Harless v. Willis Day Warehousing, Inc.* (1978), 54 Ohio St.2d 64, 66, 375 N.E.2d 46.

{ ¶ 8 } “[A] party seeking summary judgment, on the ground that the nonmoving party cannot prove its case, bears the initial burden of informing the trial court of the basis of the motion, and identifying those portions of the record that demonstrate the absence of a genuine issue of material fact on the essential element(s) of the nonmoving party’s claims.” *Dresher v. Burt* (1996), 75 Ohio St.3d 280, 293, 662 N.E.2d 264.

{ ¶ 9 } If the moving party has satisfied this initial burden, the nonmoving party has a reciprocal burden under Civ.R. 56(E) to set forth facts showing that there is a genuine issue for trial. *Id.* at 293, 662 N.E.2d 264.

{ ¶ 10 } Certain fundamental tenets govern our interpretation of insurance contracts.

{ ¶ 11 } “As in all cases in which insurance coverage is provided by an insurance policy, the issue in this case will be determined by a * * * reasonable construction [of the contract] in conformity with the intention of the parties as gathered from the ordinary and commonly understood meaning of the language employed. However, it is well-settled that, where provisions of a contract of insurance are reasonably susceptible of more than one interpretation, they will be construed strictly against the insurer and liberally in favor of the insured.” (Internal quotations and citations omitted.) *King v. Nationwide Ins. Co.* (1988), 35 Ohio St.3d 208, 211, 519 N.E.2d 1380.

*2 { ¶ 12 } Common words used in a contract will be given their ordinary meaning unless manifest absurdity results, or unless some other meaning is clearly evidenced from the face or overall contents of the contract. *Id.* at 213, 519 N.E.2d 1380, citing *Alexander v. Buckeye Pipe Line Co.* (1978), 53 Ohio St.2d 241, 374 N.E.2d 146, paragraph two of the syllabus.

{ ¶ 13 } The contract at issue in this case provides:

{ ¶ 14 } “Subject to the Limits of Liability, if you pay a premium for Uninsured/Underinsured Motorist Bodily Injury Coverage, we will pay for damages, other than punitive or exemplary damages, which an insured person is entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of bodily injury:

{ ¶ 15 } “1. sustained by the Insured person;

{ ¶ 16 } “2. caused by accident; and

{ ¶ 17 } “3. arising out of the ownership, maintenance, or use of an uninsured motor vehicle or underinsured motor vehicle.” (Emphasis sic.)

{ ¶ 18 } The policy contains the following definitions applicable to the uninsured motorist provision:

{ ¶ 19 } “1. * * *.

{ ¶ 20 } “2. “Land motor vehicle” means a motor vehicle designed for operation on land, but does not include any vehicle or equipment:

{ ¶ 21 } “a. operated on rails or crawler treads;

{ ¶ 22 } “b. designed mainly for use off public roads, other than snowmobiles, while not on public roads;

{ ¶ 23 } “c. while used as a residence or premises;

{ ¶ 24 } “d. that is used in general construction work and not designed for or employed in general highway

transportation; or

{ ¶ 25 } “e. that is farm machinery, other than farm machinery designed for use on public roads.

{ ¶ 26 } “3. * * *.

{ ¶ 27 } “4. * * *.

{ ¶ 28 } “5. “Uninsured motor vehicle” means a land motor vehicle:

{ ¶ 29 } “a. to which no liability bond or policy applies at the time of the accident.

{ ¶ 30 } “b. to which a liability bond or policy applies at the time of the accident, but the bonding or insuring company:

{ ¶ 31 } “i. denies coverage; or

{ ¶ 32 } “ii. is or becomes insolvent; or

{ ¶ 33 } “c. whose operator or owner cannot be identified and which causes an accident resulting in bodily injury to an insured person. * * *.” (Emphasis sic.)

{ ¶ 34 } There appears to be no dispute that there was a collision; the cow was not insured at the time of the collision; and that the cow caused the collision. The dispute in this case is whether the cow was a “land motor vehicle” as defined in the policy. While a cow is designed for operation on land, we do not believe a cow is a “motor vehicle.” The policy at issue does not separately define “motor vehicle;” therefore we must look to the common, ordinary meaning of this term.

{ ¶ 35 } The American Heritage Dictionary defines “motor vehicle” as, “a self-propelled, wheeled conveyance that does not run on rails.” *Id.* at 817, 374 N.E.2d 146. A cow is self-propelled, does not run on rails, and could be used as a conveyance; however, there is no indication in the record that this particular cow had wheels. Therefore, it was not a motor vehicle and thus was not a “land motor vehicle” as defined in the policy. The trial court properly found that appellants were not entitled to uninsured motorist coverage. See *State Auto. Mut. Ins. Co. v. Cleveland Carriage Co.* (1984), 98 Ohio App.3d 361, 648 N.E.2d 590 (finding that a horse was not a motor vehicle for purposes of uninsured motorist coverage); *Wilbur v. Allstate Ins. Co.* (Nov. 29, 1991), 11th Dist. No. 90-G-1600, 1991 WL 252851 (finding that a horse and buggy was not a motor vehicle for purposes of uninsured motorist coverage.) To hold otherwise would be a manifestly absurd result. *King*, supra at 213, 519 N.E.2d 1380.

*3 { ¶ 36 } Appellants’ sole assignment of error is without merit. The judgment of the Portage County Court of Common Pleas is affirmed.

Judgment affirmed.

WILLIAM M. O’NEILL and DIANE V. GRENDALL, JJ., concur.

All Citations

Not Reported in N.E.2d, 2003 WL 22931354, 2003 -Ohio- 6695