
FINAL EXAMINATION - ESSAY

Open-book. Three hours.**Write your exam number here: _____**

All exam materials (including this booklet and your response) must be turned in at the end of the period. You will not receive credit unless you return this booklet with your exam number written above. You are not required to turn in your own outlines, notes, books, or other papers you brought with you to the exam. Do not turn the page until instructed to begin.

General Notes and Instructions

1. Your goal is to show your mastery of the material presented in this course and your skills in analyzing legal problems. It is upon these bases that you will be graded.
2. Assume that today's date is December 2, 2015.
3. Unless expressly stated otherwise, assume that the facts recited herein occur within one or more hypothetical states within the United States. Base your answer on the general state of the common law and, as relevant, the current version of the UCC and CISG as represented in your assigned statutory supplement, plus other rules, procedures, and cases as presented in class.
4. Assume that all monetary amounts are in United States dollars, unless expressly stated otherwise.
5. You may write anywhere on the examination materials – e.g., for use as scratch paper. Only answers and material recorded in the proper places, however, will be graded.
6. During the exam: You may not consult with anyone – necessary communications with the proctors being the exception. You may not view, attempt to view, or use information obtained from viewing other student examinations or from viewing materials other than your own.
7. You may not copy, transcribe, or distribute the material in this booklet or attempt to do the same.
8. After the exam: You may discuss the exam with anyone, except that you may not communicate regarding the exam with any enrolled member of the class who has not yet taken the exam, and you must take reasonable precautions to prevent disclosure of any information about the exam to the same.

Specific Notes and Instructions for the Essay Part:

- a. This Part Two is worth approximately 2/3 of your exam grade.
- b. This Part Two of the exam is administered on an "open-book basis." You may use any notes and

- books you like. No electronic or interactive resources (such as a tablet computer, smart phone, etc.) may be used or referenced. You may, of course, use a laptop to write your exam, but you may not reference files stored thereon during the examination session. No materials may be shared during the exam.
- c. This exam will be graded anonymously. You may not waive anonymity. Do not write your name on any part of the exam response or identify yourself in any way, other than to use your examination I.D. number appropriately. Self-identification on the exam or afterward will, at a minimum, result in a lower grade, and may result in disciplinary action.
 - d. Keep in mind the hypothetical setting for the exam facts, noted in general instructions 2-4, above. In your written response, it is appropriate, if you wish, to note differences between minority and majority approaches in your answer, as well as statutory or other differences among jurisdictions.
 - e. Note all issues you see. More difficult issues will require more analysis. Spend your time accordingly.
 - f. Organization counts.
 - g. Read all exam question subparts before answering any of them – that way you can be sure to put all of your material in the right place.
 - h. Feel free to use abbreviations, but only if the meaning is entirely clear.
 - i. **Bluebooks:** Make sure your handwriting is legible. I cannot grade what I cannot read. Skip lines and write on only on one side of the page. Please use a separate bluebook for each subpart.
 - j. **Computers:** Please clearly label each subpart of your answer.
 - k. All exam materials, including this booklet and your answer sheet, must be turned in at the conclusion of the period for taking this Part Two.
 - l. Good luck

MegaMall of Minnesconsin

OPENED IN 1991, THE MEGAMALL OF MINNESCONSIN is one of North America's largest shopping complexes. Ringed by hotels and waterparks, the MegaMall is a true destination shopping experience, drawing in patrons from across several states. It contains luxury department stores, mom-and-pop retailers, theme restaurants, and even an enormous Scandinavian-style furniture store. And it has enough goods for sale to fill any holiday shopper's wish list.

The Orange Orange

ON THE THIRD FLOOR, near a couple of jewelry stores, Gareth Golvic rented space to open up a yogurt shop under Gareth's own brand, Orange Orange (slogan: "A Self-Serve Yogurt Café"). Years ago, Gareth opened up the first Orange Orange on the West Coast, but he had to close that store not too long afterward. He opened his second store three years ago in the nearby Farapolis International Airport, and that store was doing well. The store in the MegaMall would be his third. As the sole owner, Gareth was a hands-on manager, taking care of every detail.

Last month, in preparing to open Store No. 3, Gareth visited the showroom of Flammer Flooring (slogan: "Your Dependable Flooring Experts") to get a vinyl floor covering for his new store. In the showroom, he was helped by general sales manager and executive vice president Lilly Lillenfield.

Gareth explained to Lilly that as a self-serve yogurt shop, the Orange Orange lets

customers choose from several different yogurt machines to fill their own cups. They then spoon on their own toppings.

"Because of that," Gareth said, "we need linoleum that will not only stand up to heavy traffic, but also that will work given that we can expect lots of spills. People get crazy when they fill their own yogurt cups. Also, we need to be open on Black Friday – the huge shopping day on November 27. So the flooring has to be installed and ready, at the latest, by noon on Wednesday, November 25. That will give us time to move the yogurt machines in and set up the tables and chairs."

"Well, Gareth, I've got the linoleum for you," Lilly said. "Right over here."

Lilly took Gareth to a pallet piled high with light-blue linoleum tiles with orange, white, and dark blue color flecks. It was perfect for the Orange Orange color scheme.

"I love it!" Gareth exclaimed. "How



FIG. 1 The signage for the Orange Orange.

much is it?"

Lilly explained that the linoleum was usually priced at \$3 per square foot. But at \$4 per square foot, the price would include installation.

Gareth was happy with the deal. Back at his office, Gareth issued the following purchase order to Flammer Flooring:

orange orange

purchase order

A Self-Serve Frozen Yogurt Café

Store No. 003

MegaMall of Minnesconsin

Blooming Prairie, Minnesconsin 54654

Order no.: 303-15-P5671

Date: November 2, 2015

Vendor: Flammer Flooring, 8374 Commercial Row, Mill City, Minnesconsin 54623

Item: Linoleum tile floor covering, item no.: RHG730, style: cosmic blue

Note: INSTALLED BY VENDOR, COMPLETION BY NOON NOV. 25, 2015, PRICE INCLUDES INSTALLATION

Purpose: Flooring for commercial yogurt store with heavy traffic and frequent spills

Quantity: 2000 square feet

Item price: \$4.00

Total: \$8000.00

Authorized signature:  Gareth Golvic, General Manager

STANDARD TERMS AND CONDITIONS

Payment terms: Payment due within 45 days of receipt of goods. **Warranties:** All goods are warranted as merchantable and vendor shall not disclaim any implied warranties. **Remedies:** All remedies under law and equity shall be available and vendor shall not seek to limit the same.

Dispute resolution: Any dispute relating to or arising out of this transaction shall be heard in any court of competent jurisdiction in the state of Minnesconsin according to the law applicable to occurrences wholly within that state.

Flammer Flooring accepted the order, sending the following back to the Orange Orange store the next day:

Flammer Flooring

ORDER ACKNOWLEDGEMENT

8374 Commercial Row, Suite 2300, Mill City, Minnesconsin 51823

Customer: orange orange store no. 003

Acknowledgment of Order no.: 303-15-P5671

Date: November 3, 2015

Item: High Energy Series residential-grade linoleum tile flooring

Model no.: RGH730

Style: Cosmic Blue

Quantity: 2000 square feet

Item price: \$4.00

Price includes installation

Item total: \$8000.00

Total: \$8000.00

Authorized signature: *Lilly Lillenfeld* Lilly Lillenfeld, General Sales Manager and Executive Vice President

TERMS AND CONDITIONS: These terms and conditions apply to the dealings between Flammer Flooring ("Seller") and Customer (identified above). **Dispute resolution:** Any claim or dispute pertaining or relating to or arising out of the order acknowledged herein and the accompanying transaction may be brought in any competent court in the State of Minnesconsin, and Minnesconsin law shall apply. **Remedies:** Seller's remedies shall not be limited. Notwithstanding anything to the contrary contained in the parties' agreement, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, even if Seller is advised of the possibility of certain loss or damage or if such certain loss or damage could have been reasonably foreseen and/or avoided; notwithstanding the foregoing, consequential damages are not waived to the extent they are not permitted to be waived under law, in which case consequential damages will be allowed only to the extent required by law. **Warranties and disclaimer of warranties:** Seller makes no warranty other than warranty of good title. Goods are supplied with no warranty as to quality other than any manufacturer warranty provided by manufacturer to customer. Without limiting the foregoing, Seller specifically disclaims the implied warranty of merchantability and any implied warranty of fitness for a particular purpose.

On November 25, Gareth was at his under-construction yogurt shop at the MegaMall to wait for the delivery and installation of the flooring. He waited. And waited. He passed the time watching television news coverage of a vicious local rain storm and a resulting series of flash floods. Gareth tried calling Flammer Flooring, but he was only able to leave voice mail messages. He couldn't get a live person on the phone. Late in the day he finally got a call back from Lilly. She apologized for the delay, saying it was unavoidable.

"It was the floods," she said on the phone. "Our warehouse is flooded and the forklifts were in two feet of water and now they won't start. We tried to rent a forklift, but the rental company wanted to charge us \$800 a day – that's double their

usual rate. Clearly they were price-gouging us. So we'll deliver and install on Friday, the day after Thanksgiving. I can't do a delivery and installation on Thanksgiving day, because we'd have to pay our employees double their regular wage, and at that rate, I can't turn a profit on the deal."

ON BLACK FRIDAY, the installers arrived with the floor covering at 10 a.m., and they finished the installation by 2 p.m. Gareth hurriedly moved the yogurt machines into position, set up the tables and chairs, and opened the doors. He did brisk business over the next few hours. But his calculations indicated that he missed out on thousands of dollars in sales thanks to the late delivery of the flooring.

Unfortunately, the delayed start wasn't the biggest problem that day. Around 8 p.m., Gareth heard a scream by the yogurt machines. When he ran over to the machines, he found 47-year-old Celinda Caltrell on the floor unconscious.

"She slipped on the yogurt on the floor!" exclaimed another customer.

Gareth called 911 and notified mall security, which dispatched the mall's dedicated paramedic team.

On the following Tuesday - which is to say yesterday - Gareth consulted a tort lawyer and an independent flooring expert.

The lawyer told Gareth he could expect to be liable to Celinda Caltrell for upwards of \$25,000 in tort liability.

The flooring expert explained to Gareth that the flooring he'd purchased was inappropriate for a commercial establishment - particularly one prone to spills. He handed a sample of a different kind of floor covering to Gareth.

"See how this tile has texture - the flecks provide not just color, but also texture and grip. It's what you need for a retail establishment prone to spills. They should have known that at Flammer Flooring. The stuff you got not only has no texture, it has a slick coating called MNB. Manufacturers stopped selling it years ago because it's just too dangerous. And it's especially dangerous in a self-serve yogurt shop. If you want to keep this place open - I hate to say it - you're going to have to rip all this out and put new tile down."

It was the last thing Gareth wanted to hear. But he certainly didn't want anyone else to get hurt. Realizing he was out tens of thousands of dollars in lost revenue, he closed the shop and started phoning around for replacement tiles. All the estimates he got were for over \$12,000 including installation.

UKEA Home Furnishings

ON BLACK FRIDAY AT THE OTHER END OF THE MALL, Allan Aalbers and Beckah Beaulac visited UKEA looking for things to redecorate Allan's apartment. They were redecorating because it was no longer just Allan's apartment. It was also Beckah's apartment. Sort of.

Allan had asked Beckah to move in with him, and she'd agreed. Kind of. She was keeping her own apartment, but she was spending about half her time over at Allan's. In fact, Allan brought Beckah to UKEA hoping that if Beckah picked out some new furnishings for the place, she might start to think of it more as her own.



FIG. 2: Instantly recognizable for its enormous stores done up in the colors of the Norwegian flag, UKEA sells its own brand of affordable assemble-it-yourself furniture and various home furnishings with a contemporary Scandinavian flair. Earning hundreds of millions of dollars a year in revenue, UKEA has built an empire from selling items with adorable but hard-to-pronounce Norwegian names, including Vraket, Skade, Verdiløs, Trussel, Sprekk, Blåmerke, Sløseri, Sjusk, and Vingle. UKEA stores in the United States are owned and operated by UKEA U.S.A. Inc., which has its principal place of business in the United States.

Beckah liked a lot of what she saw in the UKEA showroom. One thing in particular that caught her eye was a Verdiløs lamp. They decided to buy two.

In the furniture section, Allan caught sight of a Sløseri bookcase. It was beautiful – birch woodgrain with accent lighting. Usually \$500, it was on sale for just \$170. Beckah loved it and thought it would do a wonderful job of holding her collection of antique medical textbooks. Most of the furniture at UKEA has to be picked up by customers from the stock in the warehouse section, so Allan jotted down the bin numbers for Sløseri and kept shopping. But when they got to the warehouse, there were no Sløseris in stock. Allan and Beckah went to customer service, where an agent gave Allan a written document, which the agent signed, guaranteeing to hold open the \$170 price for up to three Sløseri bookcases for the next three months. Grateful, Allan and Beckah headed to the checkout, where they bought the Verdiløs lamps.

Back at the apartment, Beckah assembled one of the Verdiløs lamps and plugged it in. It looked great. But when she reached to turn it on, she was jolted with a painful shock to her hand. Recoiling, she saw that her hand was badly burned. And she couldn't move her fingers. Then, with horror, she saw that the Verdiløs was on fire.

She ran to the kitchen to grab a fire extinguisher. Fortunately, she managed to put out the flames despite having to operate the extinguisher one-handed.

Allan checked out the warranty information that came with the lamp. This is what he found:

VERDILØS LIMITED 1-YEAR WARRANTY

How long is this warranty valid? This warranty for remains in force for one year and is valid from the date of purchase. The original receipt is required as proof of purchase.

What is covered under this warranty? This warranty covers defects in material and workmanship in the following components: base, wall plug, cord from wall plug to base. This limited warranty applies to non-commercial household use only.

What is not covered under this warranty? This warranty does not apply to parts of the lamp other than base, wall plug, and cord from wall plug to base. This warranty also does not apply to products that have been incorrectly stored, assembled or installed, nor to products that have been misused, abused, misused, altered, changed, modified, cleaned using the wrong cleaning methods or products, or otherwise treated not in accordance with instructions included with the product or posted online. Further, this warranty does not cover normal wear and tear, cuts or scratches, or damage caused by impacts or accidents. In addition, this warranty does not apply if the product has been placed in a humid environment, outdoors, or in a household with children under the age of 12. This limited warranty does not cover consequential or incidental damage, and liability for such damages are expressly disclaimed and excluded. For USA customers only: Some U.S. jurisdictions do not allow the limitation, disclaiming or exclusion of incidental or consequential damages, so this limitation or exclusion may not apply to you.

What will UKEA do to correct any problems covered by this warranty? After examining the product, UKEA will decide, in its sole discretion, if the problem is covered under this limited warranty. If UKEA decides the problem is covered, UKEA will, in its sole discretion, either repair the defective product or replace it with the same or a comparable product. If the problem is covered by this limited warranty, UKEA will pay the costs of repairs, spare parts, and labor incurred by UKEA. It is UKEA that determines, in its sole discretion, what constitutes an appropriate repair or replacement.

What should customers do to make a claim under this warranty? Customers must first contact UKEA's **Look/Love/Live** customer hotline at 1-888-LLL-UKEA. UKEA will work to resolve the problem as UKEA deems, in its sole discretion, to be appropriate.

Allan stuffed the warranty information in his pocket and drove Beckah to the emergency room. Once they got there, they were in for a long wait. Shuffling through the random magazines and newspapers, the following article caught Allan's eye from a newspaper for lawyers:



Minnesconsin State Legislature’s Legacy of Errors Makes for Extended Warranty Mess

According to a study commissioned by the American Society of Legislative Clerks and Secretaries, the Minnesconsin State Legislature has led the nation in clerical problems and legislative errata for the last 25 years. The latest casualty is the law governing third-party warranty beneficiaries.

In January, Minnesconsin lawmakers passed a bill to make the Uniform Commercial Code, in its current form without any state-specific amendments, the law of the land in Minnesconsin. Confused by the Uniform Law Commission and American Law Institute’s process of issuing revisions and then withdrawing revisions, and frustrated in their attempt to find a way to easily cut-and-past the entire text of the UCC into a bill, Minnesconsin legislators and their staff decided to word the bill as “enact[ing] the text of the Uniform Commercial Code as printed in the *Comprehensive Commercial Law Statutory Supplement* by Ronald J. Mann, Elizabeth Warren, and Jay Lawrence Westbrook.”

Unfortunately, this tack had the effect of seeming to simultaneously enact Alternative A, Alternative B, and Alternative C of §2-318, regarding third-party beneficiaries of warranties. So, which alternative was enacted? The legislative history points in multiple directions, and the Minnesconsin Supreme Court has yet to sort the issue out. In the meantime, careful attorneys are analyzing warranty beneficiary problems under all three alternatives.

Some pundits have likened the mess with §2-318 to that of the bipartisan bill to renovate the capitol dome, the 2009 Act for a Maintenance and Building Infrastructure Grants to Unite Our Unique State. That act simultaneously seemed to require the state capitol’s dome to be redone in golden, silver, and copper colors (artist’s conception pictured above). The dome, which currently leaks in the rain, has yet to be repaired.

The next day, with Beckah bandaged up, the couple went to back to UKEA to complain. Not only did UKEA say they were not responsible at all for Beckah’s injuries, they said flat out that they would not even replace or repair the lamp. When Allan inquired about the Sløseri, they told him that the paper he had was non-binding, that the sale was over, and that they would not be honoring the \$170 price.

Svensen Ski Shop

ON THE FIFTH FLOOR of the MegaMall of Minnesonsin, the locally owned Svensen Ski Shop sells and services cross-country skis and other winter sports equipment.

Two employees were working there on Black Friday – the manager, Morgan Monti, and a new employee, Niko Nykänen, who, though knowledgeable about skis, was still learning the ropes of retail. A new customer walked in – Retha Rohaley. She was charming, and she chatted so long with Morgan and Niko, Morgan eventually had to excuse himself to run some errands. After he left, Retha purchased two beautiful pairs of Rossignol X-ium skate skis at \$550 per pair. She paid for them with a personal check and walked out the doors with the skis. It was only after she was gone that Niko realized he was supposed to be careful with personal checks. He decided to call up the bank – Minnesconsin First National Trust Bank. But when he googled it, he couldn't find any bank by that name. He called up Svensen Ski Shop's own bank, and they were able to look up the routing number and determine that the check was a fake.

The next customer to walk in the door was Tristan Tindarsson. This was a long-standing customer of Svensen Ski Shop, and Niko knew him well. Still, Niko was so preoccupied with the problem of Retha Rohaley, he wasn't paying much attention when Tristan asked for a price on a really old pair of skis sitting in the corner behind the counter. Looking them over, Niko came up with a price of \$20, and Tristan paid it – with actual, non-counterfeit U.S. currency.

After Tristan left the store, Morgan, the manager, returned. Niko was getting ready to tell him about the Rossignol X-iums he lost to a fraudulent check when Morgan became distraught over the old skis that had been sitting in the corner.

“Oh, those old skis?” Niko asked, happy to talk about anything but the Rossignols. “I sold them to a Tristan Tindarsson for \$20. Those skis looked like they were from the 1950s. It was a pretty good deal for us.”

“What?!?” Morgan yelped. “Those weren't for sale! They're Hallgeir Hirkholt's skis! He left them here for me to do some work on the bindings. Those are the skis he used to win the silver medal in the 4x10-kilometer relay in the 1952 Winter Olympics in Oslo! When he died, he was going to will them to the town museum near his home in Sunndalsøra, Norway. Those skis were national treasures!”

On his lunch break, downtrodden Niko wandered over to Willa's Wintersport, another ski shop in the mall, to talk to his friend Ursula Ubiera about his horrible day. When he walked in the shop, he was surprised to see one of the pairs of Rossignol X-iums he'd sold to Retha Rohaley for sale. Ursula explained that Retha had sold the skis to Willa's Wintersport just that morning, and the store had paid her \$400 cash for them, since they were in such good shape.

“Sorry, Niko,” Ursula said. “Obviously if I had known they had come from your guys' shop and how she'd gotten them, I would have just called the police. But as it is, I can't give the skis over to you. We paid good money for them.”

Jimmy JimJam's Jungle Jump

MEGAMALL OF MINNESCONSIN EXECUTIVE Ingrid Itenfeldt was feeling pretty good on Black Friday. It was the busiest shopping day of the year and, despite all the craziness around her, she had managed to secure a tidy deal for all the scrap copper in the old Jimmy JimJam's Jungle Jump - a retail space that had come back to the mall, along with a lot of installed fixtures, following a bankruptcy.

In a huge space in a corner of the mall, Jimmy JimJam's Jungle Jump featured inflated bounce houses - the kind you sometimes see set out for children at a fair - plus an array of spinning amusement rides that kids love. But at Jimmy JimJam's, no kids were allowed: It was adults only.

You see, Jimmy JimJam's business plan sought to profit from the bar take as much as the entrance fee. (Hence the banks upon banks of frozen daiquiri machines.) Yet, as you might have guessed, free-flowing alcohol and bouncing, spinning amusements weren't necessarily a good mix. Even a month after the bankruptcy was finalized, the place still smelled like Bourbon Street at 2 a.m on Mardi Gras. Yuck.

But with all the electrical cables for the rides, lights, and drink machines, Ingrid figured there was a fair amount of copper amid all the junk inside Jimmy JimJam's. So she managed to get a deal done with Duckworth-Dunn Demolition to sell all the scrap copper in the place for \$30,000. This is the agreement they signed:

**AGREEMENT FOR SALE AND REMOVAL OF SCRAP COPPER
MEGAMALL OF MINNESCONSIN -W- DUCKWORTH-DUNN DEMOLITION
November 27, 2015**

MegaMall of Minnesconsin (MM) agrees to sell to Duckworth-Dunn Demolition (DD) all the copper in the old Jimmy JimJam's Jungle Jump for \$30,000. MM is responsible for severing from the structure any copper that is part of fixtures or is otherwise attached (including copper wire, sheet copper, copper fittings, various scrap copper, etc.). DD is responsible for removing detached copper from the premises. Payment to be made upon removal of half of the copper or two days worth of removal work, whichever comes first. Removal shall commence on December 2 at 1 p.m. MM will provide DD with access needed for the removal and appropriate parking spaces for trucks and loading facilities, and MM will take adequate safety precautions. This agreement represents the complete agreement of the parties and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter, and this agreement supersedes any and all prior and contemporaneous agreements whether written or oral.

Ingrid Itenfeldt

Ingrid Itenfeldt, Executive Managing Officer, MegaMall of Minnesconsin

Elmer Ervin

Elmer Ervin, Vice President of Acquisitions, Duckworth-Dunn Demolition

Ingrid had thought it was such a good deal. Until this morning.

When Ingrid got into work, she had a voice mail from Duckworth-Dunn offering advice on the details of shutting off the electricity for the safe removal of all the wiring and all the brass plumbing from the walls, stairwells, and elevator shafts. Ingrid was apoplectic. She never intended to sell the copper in the walls, stairwells, and elevator shafts. She considered that part of the mall, not part of Jimmy JimJam's. What's more, she had no idea Duckworth-Dunn would be removing brass. But she looked it up, and sure enough, brass, an alloy of copper and zinc, is commonly at least half copper by weight. Ingrid shook her head. Some of the brass in Jimmy JimJam's included antique sculptural elements with collector's value.

Ingrid picked up the phone and called Elmer, the person with whom she'd negotiated the deal. She asked him what he had intended.

"Honestly, Ingrid. I'm new to copper recycling. When I came in and did the assessment and made the deal with you, I didn't actually know that we were talking about the copper in the walls, stairwells or elevator shafts. But the folks back here were really pleased when they saw the deal I did, because it works out great for us. And there it is in writing, so that's the deal we made. But I want you to know that I didn't try to make a bad deal for you. As to the brass, yes, I understood that to be included in our deal. And the folks around the office here tell me that as the term 'copper' is used in the building recycling trade, it includes brass. The other thing about the deal that's really good for us is that we based the value on copper's market price as of Friday. But over the weekend the price of copper went up 50%. And it's not likely to come back down any time soon, since the increase in market price was caused by a regulatory change in Peru, which mines an awful lot of copper. So, I'm sorry it's not as good a deal as you might have hoped. But we aren't interested in backing out of it."

Ingrid then started writing out questions for a lawyer. She's going to need to know how the contract would be interpreted by a court and what the liabilities would be if the mall backed out of the transaction.



FIG. 3: Duckworth-Dunn's scrap metal processing facility

QUESTION

Analyze the parties' claims, duties, and liabilities, clearly labeling the subparts of your answer, as follows:

Subpart A: Discuss claims, duties and liabilities related to the Orange Orange.

Subpart B: Discuss claims, duties and liabilities related to UKEA.

Subpart C: Discuss claims, duties and liabilities related to Svensen Ski Shop.

Subpart D: Discuss claims, duties and liabilities related to Jimmy JimJam's Jungle Jump and Duckworth-Dunn Demolition.

For some transactions, it may make sense to address whether the UCC governs. But regardless of how you come out on the question, make sure you at least analyze each transaction according to how it would play out under UCC law. Thus, you may choose to assume, *arguendo*, the UCC applies.

Do not repeat the exact same analysis from subpart to subpart or from party to party. Instead, you may, if appropriate, incorporate previously stated analysis by reference. If analysis of an issue is similar to but not exactly the same as what you have written previously, then I suggest you note your prior analysis and go on to discuss any differences. Note that the subparts will not be given equal weight. Divide your time among the subparts according to which ones require the most discussion and analysis. Plan ahead to put information where it belongs.

Feel free to use the following abbreviations in your answer:

AA	Allan Aalbers	LL	Lilly Lillenfield
BB	Beckah Beaulac	MM	MegaMall of Minnesconsin
CC	Celinda Caltrell	NN	Niko Nykänen
DD	Duckworth-Dunn Demolition	OO	Orange Orange
FF	Flammer Flooring	RR	Retha Rohaley
GG	Gareth Golvic	SS	Svensen Ski Shop
HH	Hallgeir Hirkholt	TT	Tristan Tindarsson
II	Ingrid Itenfeldt	UU	Ursula Ubiera
JJ	Jimmy JimJam's Jungle Jump	WW	Willa's Wintersport

NOTE

This exam is a work of fiction, with the persons and events concocted for the purpose of providing hypothetical facts to serve as the basis for legal analysis. This exam may call to mind some real world places or businesses, as it has strong elements of pastiche. But it is not meant to make veiled reference to real-world entities, nor should it be understood as expressing any opinion about or attributing any facts to any real-world entities or person. A particular note: UKEA is not IKEA, and the fictional UKEA facts are not based on any real-life incidents with IKEA. I have a lot of IKEA furniture, most of it has been a pretty good value. None of it has injured anyone.

CREDITS

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