

Question MEE 1 - February 2026 - Selected Answer 1

***** MEE 1 STARTS HERE *****

1 (a) Was Carla entitled to receive 12 months of unpaid rent from the tenant at the end of the lease term?

Tenant had a tenancy for years, meaning that tenant was required to pay rent for the entire two-year period and then the lease would terminate automatically (i.e., no notice is required). However, Tenant vacated the property a year early and provided Carla with notice that she was vacating the property. Carla responded with, 'thank you for letting me know, but you still owe me rent for the remaining 12 months'.

When a tenant breaches the lease the landlord can either (1) accept this, and move on (i.e., not go after the tenant for anymore money), (2) in a minority of jurisdictions, collect the remaining rent on the lease and do nothing, and (3) in the majority of jurisdictions, if the landlord chooses not to accept the tenants notice and let them go free, they have a duty to mitigate the extent of the damages.

Here, the facts indicate that Carla did not intend to accept Tenants notice and not pursue further remedy. Moreover, assuming this is not a minority jurisdiction, Carla has a duty to mitigate her losses, and if she doesn't the amount of recovery she is owed will be barred or reduced.

Moreover, sometimes, a landlords repossession or substantial change to lease terms, renovation, use of property, or leasing it for money will terminate the past tenants amount owed under lease contract. None of these have been indicated to be facts here, as facts indicate during that one year period, Carla only entered the house to inspect and clean it, which is consistent with practices to relet the property as described below.

Assuming we are in a majority jurisdiction, Carla was required to use good faith efforts to mitigate the extent of her damages. Good faith efforts can be shown via releasing the property for market rent, advertising it for rent, marketing it, and showing the property. If the market conditions are bad or there are other factors, the property does not actually need to be released upon a substantially showing of good efforts and good faith.

Here, Carla advertised the property for the same amount of rent as tenant owed, and received three rental applications within a week for the property. The tenants were qualified, meaning based on the facts there was no reason the landlord should reject these applicants. A landlord does not have to accept unsavory tenants with a criminal history / bad credit to mitigate, but these were not the facts. However, the facts indicate that Carla instead took the house off the market because she didn't want to be a landlord anymore (not a good faith effort to mitigate, does not entitle her to whole year of rent).

Carla did not use good faith efforts after a week to mitigate her damages; therefore, under a majority jurisdiction, her damages would be reduced. Here, after the tenant left, it only took a week for her to get applications. Therefore, the damages she is entitled to are likely only the window between when the tenant left and a qualified applicant could have moved in and began paying rent. Accordingly, at most, Carla is entitled to a week to a few weeks of rent.

1. (b) Were Alonzo and Barbara entitled to receive a share of income under the lease?

Each party in a joint tenancy with a right of survivorship, is granted the interests at the time same time, has the same title, and interest share (here 1/3 each) rights to possession of the whole. Mother's grant was a valid grant of JTROS, as they each were granted their interest at the same time, at the same title document (deed), the same share of interests (1/3) via a document with the express provision to grant survivorship rights.

Here, Carla, Alonzo, and Barbara had the right to possess the whole. Carla leased the property and likely entitled B and A to rent on the property. JTROS are typically entitled to share in the ownership of income produced by a property.

Here, although they did not enter into the lease agreement, they are paying the property taxes, mortgage etc. if any, and therefore, would be entitled to their share of income produced by the property. This is true, even in a tenancy in common situation, if it is found the rental severed the joint tenancy, as in a tenancy in common, each still has a right to possession of the whole, and they gave up their possession rights to the tenant and therefore, should be entitled to income as a result of their exclusion.

2. Should Alonzo and Barbara be entitled to fair rental value?

Each party in a joint tenancy with a right of survivorship, is granted the interests at the time same time, has the same title, and interest share (here 1/3 each) rights to possession of the whole. Mother's grant was a valid grant of JTROS, as they each were granted their interest at the same time, at the same title document (deed), the same share of interests (1/3) via a document with the express provision to grant survivorship rights.

Therefore, each of Alonzo, Barbara, and Carla had the right to possess the whole, meaning each could live in and occupy the space. There are no facts to indicate that the other parties tried to live in the house, or exercise their rights of possession.

Therefore, Carla's living in the house was within her rights of possession of the whole, and she should not owe them rent. However, as stated above, during the time of rental she excluded the others rights of possession, they should have been entitled to share in the income produced from the house.

3. Did Carla's lease sever the joint tenancy?

Carla leased possession of the home to a tenant without her siblings knowledge or consent. Under a JTROS, each person has the right of possession of the whole. Alonzo and Barbara will argue that Carla only leased her right of possession, which did not substantially affect / transfer her interests in the property. If this is found to be the case, upon Carla's passing her share will pass to Alonzo and Barbara upon her passing and they will become each 50% owners in the joint tenancy. Most jurisdictions would not sever the joint tenancy as a result of a lease of the premises, as at no point did the parties try to use their ownership interests or become hostile in a way in which the tenancy should be severed.

If Carla's lease is found to have severed the joint tenancy as a substantial transfer of her interest, she will be tenants in common in ownership, but Alonzo and Barbara will still own as JTROS. Meaning that only Carla's 1/3 share of the house would pass to her son via her will as a tenancy in common is devisable.

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Question MEE-1 - February 2026 - Selected Answer 2

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1.

a. The issue here is whether Carla is entitled to receive 12 months of unpaid rent from the tenant at the end of the lease term?

Under the rule, when a tenant leave the premises of an ongoing tenancy, in the majority of states it is required for the landlord to mitigate the damages by finding another tenant and would have to pay past non paid rent. Furthermore, in minority of states there is no duty to mitigate but the tenant must pay future damages in unpaid rent.

Here, on January 10, 2023, Carla validly leased the house as a residence for two years term to a tenant. On December 10 2023, the tenant informed the Carla by email that the tenant would be moving out of the house and would not be returning. Carla responded by explaining the lease still had another 12 months. Here the tenant clearly stated he would not be returning, which gave Carla the possibility to demand the future rental payments and a duty to mitigate the damages by finding a new tenant.

Here, Carla did advertise the house after the tenant vacated, for the same price of \$1,200. She did receive applications but decided she no longer wanted the burden of being a landlord and removed the house from the market. In the majority approach, Carla has a duty to mitigate by finding new tenant. Carla received multiple possible tenants who were ready to move in. Instead Carla stopped that duty and still requested the 12 months of unpaid rent. Carla would not be able under the modern approach but could request past rent unpaid rent if that were an issue. If this was a minority state she would not have a duty to mitigate and could request the tenant to pay for the full future damages of 12 months rents.

Therefore, the Carla would not be entitled under a majority state because she failed her duty to mitigate by finding and accepting new tenants.

b. The issue here is whether Alonzo and Barbara are entitled to a share of rental income payable to Carla under the lease.

Under the rule, Joint tenants have a duty to share profits coming from the joint ownership of the property, including rents from tenants and profits from the land.

Here, the house is under a joint tenancy between Alonzo, Barbra and Carla as Joint tenants with right of survivorship. Carla did not informed the others joint tenants of leasing the house to a tenant for \$1,200. Although they were not informed or consented, the others have a right to the profits made by the house. Carla has a duty to share the profits with he other joint tenant fairly and equally.

Therefore, Alaonzo and Barbra are entitled to a share of the rental income payable under the lease.

2. The issue here is whether Alonzo and Barbara are entitled to any of the house's fair rental value from Carla during the time of her possession of the house after the tenant's two year leased expired.

Under the rule, joint tenants own a property equally. Joint tenants are not required to pay rent if they are owners of a property. The joint tenant who is living on property would be required to pay for the expenses other than rental such as upkeep to the house of any damages they may have created.

Here, after the tenant's term ended on December 31, 2024, Carla moved into the house. At the time the fair rental value of the house was \$1,500 per month. However, Carla is a joint tenant of Alonzo and Barbra. Carla has the right to live in the property without having to pay for the rent during her stay. However she would have to take care of the upkeep and expenses other then

rental from any damages she might have created.

Therefore, Alonzo and Barbra are not entitled to any of the house's fair rental value from Carla because she is a joint tenant who has equal possession as to the others.

3. The issue here is whether Carla's leasing the house to the tenant have on the ownership interests in the house following her death.

Under the rule, Joint tenancy with right of survivorship means a joint tenant does not sever the tenancy by leasing the property to another. It may be severed if given away, signed away in a title theory states. The right of survivorship means the rights of the property after death will be shared to the others joint tenants. Additionally, a joint tenancy cannot be severed by devising interest by will.

Here, Carla did lease the house to a tenant for two years. However, leasing a property that is owned by joint tenancy does not sever the relationship. Carla would still be an adequate joint tenant with Alonzo and Barbara. Carla devised her interest to the house to her son. A joint tenant cannot transfer her interest in a will after her death. Carla's will be null in regards to her interest going to her son. Instead, Carla's interest would be equally divided amongst Alonzo and Barbara. Carla's son would not be given any interest to the property.

Therefore, Carla's leasing the house to the tenant would not have any issue in ownership interest after her death. However, her interests would not be devised to her son but to the other remaining joint tenants.

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Question MEE-2 - February 2026 - Selected Answer 1

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1. Clyde may recover the full contract price from Angie. At issue is promoter liability. A promoter is someone who enters into contracts on behalf a yet-to-be-formed corporation. They may hold themselves out as agents of the corp and thus may be said to have apparent authority in the eyes of third party, and are bound assuming the third party has no reasonable reason to believe otherwise. Promoters are personally bound on the contracts, even after the corporation is formed. If the corporation ratifies the contract or receives benefits from it, they may eventually take over primary liability, but absent a novation, the promoter is still secondarily liable.

Here, Angie entered into a valid contract with Clyde whereby Clyde would make an app for Angie's business, and Angie would pay Clyde \$10k upon signing and \$15k upon completion. Angie purported to sign in the name of her entity XYZ, which at the time was officially just her sole proprietorship. Though she did have the intent to incorporate, she had not yet. Angie is thus liable to Clyde under two theories: Angie as sole proprietor of XYZ, or Angie as a promoter for the incorporated XYZ entity.

It's not clear what entity Clyde thought he was dealing with as a counterparty at first, but from a reasonable person's perspective, it would appear that Angie has held herself out as having apparent authority to enter into the contract on behalf of the yet-to-be formed corporation (if not for herself alone as sole proprietor), or having actual authority to inter into the contract on behalf of her sole proprietorship XYZ.

As sole proprietor, Angie is personally liable for contracts entered into - there's nobody else involved!

As a promoter for a yet-to-be formed entity, Angie is personally liable because no facts indicate that the eventually-incorporated XYZ entity ever entered into a novation to discharge Angie's liability. Though by the time Clyde submitted the final product he was due the \$15k and should first look to XYZ. If XYZ is insolvent, Angie remains personally on the hook as being secondarily liable to the now-formed corporation.

2. Clyde may not recover from Basra on partnership theory, but may recover as a shareholder under very limited circumstances.

The first issue is whether Basra is a partner.

A partnership is formed when two or more people go into business for profit. To determine whether a partnership has been formed, Look to the intent of the parties and whether any formal acts of registering any particular business entity is at play

Here, Angie was brainstorming a business while talking with Basra. Basra shared enthusiasm for Angie's idea, but indicated no intent to join her besides potentially investing a token amount. Basra was just sharing some ideas (i.e. Meet Clyde, he knows stuff that can help you). Consequently, Angie started up her business on her own and eventually formally incorporated on her own. Only then did Angie ask if Basra would join as a shareholder. Basra joined as a minority shareholder and paid \$5000 for 2500 shares, which amounted to less than 25% of the entity, with no control (director, officer, etc) roles attached. Because Basra is not a partner, merely a shareholder in a corporation, Clyde cannot recover from Basra on a partnership theory.

The second issue is whether Clyde can pierce the corporate veil.

Mere shareholders are generally not liable for the debts of a corporation. Only if the corporation is found to be a sham to hide assets may there being to be a reason to "pierce the veil" and go after shareholders, like if they received distributions based on their shares but the corporation couldn't distribute without tapping into money accounted to pay for liabilities There must be insufficient corporate assets on purpose to pay liabilities, and other types of bad dealing. Here, nothing in the facts indicate Basra is involved in any dirty dealing to permit Clyde to pierce the veil and go after Basra or his shares or personal assets. Basra has no personal control (like as a director or officer) over the company, and is merely a minority shareholder. Absent more, Clyde is very unlikely to be able to recover from Basra as a shareholder.

3. Clyde may recover from the corporation on an adoption theory. At issue is whether the corporation adopted it.

As previously mentioned, when a promoter enters into a contract on behalf of a yet-to-be-formed entity, once formed, the entity may acquire liability by virtue of adoption the contract. This can be shown by the acts of the company. They may expressly adopt it and even discharge the promoter via novation, or impliedly adopt the contract by enjoying its benefits, or affirming it in some way by how they communicate with the counterparty to the contract.

Here, Clyde entered into the contract with Angie to make usable the app which XYZ would market, and paid the first part as promoter of XYZ pre-incorporation. XYZ subsequently incorporated with Angie at the helm as director. Months later, Angie in her role as director realized she couldn't afford to pay Clyde and immediately told Clyde to stop work. However, Clyde said he already finished and gave her a bill. Angie looks to be acting for the corp here and has seemed to adopt the corporation. After all, the corporation was formed to market the app Clyde made usable. It's quite reasonable for Clyde to assume XYZ has adopted the contract, and by golly it looks like XYZ did since its whole reason for existing is to market the app. Therefore, Clyde can recover from XYZ.

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Question MEE-2 - February 2026 - Selected Answer 2

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Q1. May Clyde recover the unpaid contract price from Angie?

Based on the facts, it states "assume that the contract with Clyde was valid and that Clyde fully performed all his obligations."

Angie may claim that she withdrew from the contract as she "immediately told Clyde to stop work." Therefore, she does not need to pay the \$15K.

However, Clyde will argue that when Angie told him to stop, he responded that he had completed the work. He then sent her a bill for \$15,000 and delivered the fully usable app to her." Therefore, he completed and delivered as based on the contract.

However, first we have to determine whether common law applies or UCC article 2 applies. This is a combination of performance and product (app). The performance is the coding and the product is the application. Under the rules, when there is performance and a product, the side that overall takes over the contract determines whether the contract is for a product or services. In this case, the main point of the contract is to create an app that would be used by the business.. An app would be considered a product and therefore, the UCC Article 2 applies.

Since Article 2 applies, we then examine the terms of the contract. In looking at the terms of the contract, the facts state that on April 10, Angie in the name of XYZ and Clyde entered into a written agreement under which Clyde would make the app usable by the general public and XYZ would pay Clyde \$10,000 upon the signing of the agreement and \$15,000 when he completed and delivered the app. As soon as they signed the agreement, Angie paid Clyde \$10,000." Therefore, the issue is the \$15,000 and whether Angie has to pay Clyde the remaining \$15K from the contract.

Since the contract does not give a date on when Clyde had to complete and provide the task, Clyde will be paid when he completes the app. In this case he completed the app, and Angie's revocation is not enforceable based on the terms of the contract especially when the contract was in June and in July Angie then informed Clyde that she didn't need the app. Therefore, Angie is in breach of the contract.

In this case, there seems to be sole proprietorship. A sole proprietorship is when a business is created by one person. Here the facts indicate that Angie is the only person who is part of the business. Even once a business transitions between a sole proprietorship to a corporation, the person still is liable for contracts made before the forming of a corporation.

Since this is a sole proprietorship and Angie breached the contract, Clyde can recover the unpaid contract price from Angie personally or from XYZ, which is Angie's business.

Q2: May Clyde recover the unpaid contract price from Basra (a) on the theory that Basra is a partner of Angie?

Additionally, for a general partnership to exist there are no formalities that are needed such as filing paperwork with the state officer; however, there needs to be intent to form a business together and the people in the partnership have to have profit sharing from the business.

While it might be argued that there is a general partnership with Basra, the facts seem to indicate there is not a general partnership. The facts state that "although Angie said nothing about starting a business at that time, Basra told her that he thought her idea was great, that he believed it would make a lot of money, and he would be willing to invest \$5,000 if Angie started a business." This was in March, and Angie started a new business on April 1. On April 10, Angie formed the contract with Clyde. On April 1-10, Basra did not invest any money in the business. Additionally, Angie did not tell Clyde she was thinking of starting a business. None of the facts

indicate that on April 10 that there was an intent between Basra and Angie to form a general partnership. It wasn't until June that Basra joined the corporation when he invested \$5,000 in the corporation.

Therefore, Clyde may not recover the unpaid contract price from Basra on the theory that Basra is a partner of Angie.

(b) on the theory that Basra is a shareholder of the corporation?

A limited liability corporation is formed by filing the appropriate paperwork with the state agency. In this case, the facts indicate that in June the "completed paperwork to form a corporation to make the partnership and filed the paperwork with the appropriate state agency.

Under the corporation rules, the shareholders may not be held liable unless the shareholders are undervaluing the corporation, commingling funds, deceptive to creditors, overall the shareholders are not looking out for the best interest of the corporation. When this happens, the shareholder may be held liable under piercing the corporate veil.

In this case, none of these facts exist. The only facts regarding Basra is that Angie offered him 2,500 shares and Basra invested \$5,000 in the corporation. Basra agreed and the facts state that the "corporation properly issued Basra \$2,500 shares of stock in exchange for \$5,000." Therefore, Basra did not do anything wrong where he could be held liable for the contract between Angie and Clyde and there is nothing wrong done by Basra under a theory of piercing the corporate veil.

Therefore, Clyde may not recover the unpaid contract price from Basra on the theory that Basra is a shareholder of the corporation.

Q3. May Clyde recover the unpaid contract price from the corporation, on the theory that it adopted the contract?

Under contract and corporation rules, prior contracts for other business types are not adopted by a corporation.

As stated above, there is a valid corporation as the facts state the proper paperwork was filed. The corporation was formed in June when Angie filed the paperwork with the appropriate state agency. The contract between Angie and Clyde was signed on April 10 and Angie signed the name of XYZ. The corporation was formed in June. therefore, the contract was formed before the corporation existed, so the contract is not with the corporation. Meaning that the corporation is not liable for the contract between Clyde and Angie. Additionally, the facts state that the corporation never took any formal action with respect to the agreement with Clyde, meaning that the corporation did not adopt the contract. Additionally

Therefore Clyde may not recover the unpaid contract price from the corporation, on the theory that it adopted the contract.

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Question MEE-3 February 2026 - Selected Answer 1

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1. The court will likely admit the evidence as relevant as the threshold is a low bar.

When determining whether to admit evidence, a court must consider, among many things, whether the piece of evidence is relevant. A piece of evidence is relevant if it has any tendency to support or disprove a part of the prosecution's case. The threshold is a low-bar for admissibility. However, relevant evidence may still be denied admission under FRE 403 if the prejudicial nature of the evidence outweighs its probative nature.

Here, the court will likely rule that the piece of evidence is relevant. The prosecution has charged the defendant with theft of comic books. And the grape incident also involves an incident of theft. A previous incident of theft, although likely improper character evidence, may have a tendency to prove that an individual is more likely to commit theft than one that has never been accused of theft. However, the court would likely not admit the evidence under FRE 403 as it is more prejudicial than probative. But, based on relevance alone, the court will likely rule that the piece of evidence is relevant.

2. The court will likely grant the defense counsel's objection that the evidence is improper character evidence as the defendant did not open the door to character evidence despite character being at issue since the crime involves dishonesty.

Character evidence that is provided to show a propensity of the defendant to act in accordance with such behavior is improper and inadmissible. However, such evidence can be admitted in certain situations. One situation is when character is at issue in the case, such as a theft case or when a defendant claims mistake as a defense. In these instances, character evidence may be admitted, but the defendant must first open the door to such evidence. When the defendant opens the door to such evidence, they can only prove their own character by reputation or opinion evidence, and the prosecution can rebut such claims with specific acts in cross-examination.

Additionally, convictions are admissible as character evidence if they involve felonies where the defendant was charged with a crime that involves dishonesty, such as theft. If the defendant was never convicted of the charge, the act is subject to the rules stated above.

Here, the court will like grant the defense counsel's objection that the evidence is improper character evidence. First, the grape incident did not involve a conviction as J was never charged with a crime. Thus, the incident does not fall under the conviction exception. Second, the prosecution is attempting to admit the evidence to argue that J acted in conformity with the prior act. Essentially, they are attempting to argue that because it was accused of theft previously, he stole in this instance, too.

However, such evidence is inadmissible. Although the alleged crime is one where character is at issue, because it involves an act of dishonesty, J didn't open the door to his character. J didn't place his character at issue, and so, the prosecution cannot open the door on their own. Consequently, the court will likely grant the defense counsel's objection that the evidence is improper character evidence.

3. The court will likely grant the defense counsel's objection that the evidence is improper evidence of other acts because it doesn't not fall within any of the exceptions for other acts.

Improper character evidence can still be admissible if it is offered as proof of "other acts." Such acts can include opportunity, knowledge, motive, intent, absence of a mistake, identity, or proof of a common scheme. When character evidence is offered for one of these reasons, it is still admissible, pending an FRE 403 analysis, because the prosecution is not offering it to prove that the defendant acted in conformity with the character, but to prove a different detail.

Here, the court will likely grant the defense counsel's objection that the evidence is improper evidence of other acts. Although the prosecution may purport that they are offering it for proof of a reason other than character propensity, the grape incident does not fall within any of the exceptions under "other acts." The grape incident doesn't show knowledge of theft because the two instances are distinct -- in one J eats grapes, in the second, his child puts the comics in his briefcase. It also doesn't show opportunity since the events are unrelated in the alleged theft approach. It doesn't show knowledge as there is no proof J knew his child put the comic books in his bag. It doesn't show motive nor intent for the same reason. Identity is not at issue. J didn't claim an absence of mistake as a defense in either, nor was there a common scheme. Thus, the grape incident doesn't fall within any of the "other acts" for which character evidence can be admitted. Consequently, the court will likely not admit the evidence as it is not proper evidence of other acts.

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Question MEE-3 February 2026 - Selected Answer 2

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1. The issue is whether the court should rule for or against the defense for objecting to the introduction of the grape theft accusation on the ground that the evidence is irrelevant.

Evidence must be relevant to be admissible. Relevant evidence is that which is material and probative. If true, the evidence makes it more likely that a material fact is or isn't true. Relevant evidence can nonetheless be excluded if its probative value is outweighed by a risk of undue prejudice, or it will confuse the issues, mislead the jury, or be needlessly duplicative.

Here, if James was once accused of a theft of grapes, then it makes it more likely that he would be guilty of a theft of comic books, and whether he is guilty of the theft of comic books is a material issue of the current case. Therefore, it is relevant. However, the accusation might confuse the issues or mislead the jury because the accusation didn't result in a charge or conviction. Also, the risk of undue prejudice substantially outweighs the probative value of the fact because it happened 15 years ago and didn't result in charges or a conviction, so it will invite the jury to make impermissible inferences about James.

Therefore, the court should rule for the defense on this ground.

2. The issue is whether the court should rule for or against the defense for objecting to the introduction of the grape theft accusation on the ground that the evidence is improper character evidence.

Evidence that is introduced to prove that a defendant has a particular character trait and acted in accordance with that character trait in a specific instance is considered improper propensity evidence and is impermissible and inadmissible. Character evidence can be introduced through opinion or reputation testimony.

Here, the prosecution wants to introduce evidence that James was accused of a theft of grapes in a grocery store 15 years ago. The goal for admitting this evidence is to prove that James has a propensity for theft in stores, and he acted in accordance with that propensity on January 2 when he visited the comic store with his sons. Because this evidence is offered not through a witness's opinion of James or his reputation in the community, this evidence is impermissible propensity evidence.

Therefore, the court should rule for the defense on this ground.

3. The issue is whether the court should rule for or against the defense for objecting to the introduction of the grape theft accusation on the ground that the evidence is improper evidence of other acts.

Under the rules of evidence of the jurisdiction, which are identical to the Federal Rules of Evidence, evidence of other acts is generally inadmissible as improper propensity evidence. However, evidence of other acts can be introduced for reasons other than propensity. For instance, evidence of other acts that is purported to prove motive, intent, modus operandi, identity, or common scheme or plan is permissible. Other acts evidence may also be introduced as evidence of habit when there is something the defendant (or plaintiff) does that is so routine it has become semi-automatic. In a criminal case, if a defendant puts his character at issue, then the prosecution may introduce evidence of a prior act that rebuts the defendant's claim about their character. If the defendant testifies, then the prosecution may ask about prior acts on cross-examination, but it cannot introduce extrinsic evidence to bolster the question. A criminal conviction can be introduced for impeachment purposes if the conviction resulted in at least one year of jail time and is less than 10 years old. A conviction related to the defendant's honesty or truthfulness can always be introduced even if the conviction is old or didn't result in any jail time if the crime at issue involves honesty as an element. In a minority of jurisdictions, theft crimes are considered crimes that involve honesty.

Here, the prosecution might argue that the accusation of theft of a bunch of grapes 15 years ago is admissible because it is being offered for a reason other than propensity. However, this argument is unavailing. It can't be offered for motive or intent because there is no relationship between a bunch of grapes 15 years ago and the comic books at issue here. It can't be offered for identity because it isn't being offered to show that James is the same person who stole the grapes. It can't be offered as a modus operandi because the incidents are too different; the theft of grapes accusation involved James eating a handful of grapes before deciding not to buy them, while the comic book theft involved his son putting some comic books in a briefcase while James also purchased other comic books. It can't be offered to show a common scheme or plan because there are no similarities between how the thefts were carried out.

Moreover, any of the exceptions for a conviction do not apply because James was not charged or convicted (or pardoned) for the theft of grapes.

The only way the prosecution can introduce the accusation is on cross-examination if James puts his character for honesty at issue as a method of impeachment. There is nothing in the facts to suggest James has done this.

Therefore, the court should rule for the defense on this ground.

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Question MEE-4 - February 2026 - Selected Answer 1

***** MEE 4 STARTS HERE *****

1. Does the bequest of the automobile to the Husband's brother lapse and pass as part of the residue, or does it pass to the brother's adopted child, Fred?

The automobile will likely lapse to the estate under the UPC.

The first issue here is the application of an anti-lapse statute. While the facts do not provide any specific anti-lapse statute, they do clarify that state Y has adopted the Uniform Probate Code (UPC). The UPC is a more lax approach than the traditional common law, and generally allows and enforces anti-lapse principals in the execution of a will. The anti-lapse rule establishes that in the event a named party has predeceased, the named party's issue shall take in their place under the will.

The next issue is whether Fred is considered a valid issue of the husband's brother as an adopted son. The rule states that a person's issue includes all children, grandchildren, or great-grandchildren that a person may have. The rule also clarifies that adopted children are considered children in the law and are valid issues of that person. Because Fred is adopted, he is an issue of his father. Therefore, Fred would be able to take under the principal of anti-lapse as an issue of his father.

The final issue however is whether or not the anti-lapse statute applies given the condition of survival. The bequest from the husband to the brother includes the condition that the brother survives him. The rule states generally, that absent express language of the condition of survival, the anti-lapse rule shall apply. However, when the express condition of survival is present, it is unlikely to apply. Because the husband left the automobile to his brother on the condition he survive him, the brother's son, Fred, is unlikely to be able to take on behalf of his father as his issue under the anti-lapse principal.

2. Is Husband's mother entitled to the house at 500 South Street as a substitute for the house specifically bequeathed to her?

The mother is likely to be entitled to the house at 500 South Street as a valid substitution.

The first issue is to determine how the UPC handles the principal of ademption by extinction. The UPC rule for ademption by extinction is far more lax than the common law, stating that if a specific gift is devised to a party under a valid will, and that gift no longer exists, the court will look to the testator's intent at the time of the gift to determine if a valid substitute or a monetary equivalent are available, or if it was intentionally omitted. The court will look for the intent being either general or specific. If the court determines that the husband had the general intent to bequest his mother the property, the court will likely grant a substitute of monetary equivalent. If however the court finds specific intent, the gift is terminated by extinction of that property.

To determine general intent, the court will likely look for unique characteristics or qualities of the gift, versus a general gift potentially including the monetary value of the item. Here, the original devise for the 211 Pearson house appears to be general intent. The house was an investment property, never lived in. The gift appears to be for the investment value of the home, not the specific home itself. By selling the house and buying the 500 South house with the profits, the house continues to operate as an investment. Because the intent of the devise was likely as an investment financial property, and the second house was purchased with the proceeds of the sale, the court will likely find it was a general intent. Therefore, the mother is likely to be entitled to the house as 500 South Street as a valid substitute.

3. To whom should the residuary estate be distributed?

The residual should be distributed to the wife. The rule states that a valid will is

enforceable, and the terms within should be followed. The valid will devises the residual of his estate to his wife. Therefore, the wife should take the residual of the estate.

However, there may be a potential issue regarding the distribution of the residuary regarding the husband's child that he does not share with the wife. While the wife's ultimate devise may be decreased, the payment granted to Doris would not count as the residuary and would take independent of the wife's residual.

4. Is Doris entitled to take as an omitted child?

Yes, Doris is entitled to take as an omitted child.

The first issue is to determine when an omitted child may take from the estate. An omitted child may take so long as the parent mistakenly omitted them (falsely believed the child was dead, or executed the will before the child's birth), if they were not otherwise provided for outside of the will, their siblings were named in the will, but the testator left all to their mother. Here, Doris is omitted from the will and there is no clear evidence that indicates the omission was intentional. Additionally, the rule barring the taking of an omitted child relating to the mother receiving everything does not apply because the wife is not Doris's mother. Doris may in fact be entitled to a greater share because the wife is not her mother. Because Doris was not intentionally omitted, and the other exceptions so not apply, she is entitled to an intestacy share of the husband's estate.

5. Is Sam entitled to take a share?

Yes, Sam is entitled to take a share of Husband's estate.

Based on the rule above regarding an omitted child's taking, Sam is entitled. Specifically, the rule states that an omitted child is entitled to take so long as the exceptions do not apply. The exception here is if a child has siblings, that are named in the will, and the will still devises all to the mother. Here, Husband did devise all to Sam's mother, but Sam has no siblings named in the will. Because no exceptions apply, Sam is entitled to take an intestacy share.

******* MEE 4 ENDS HERE *******

Question MEE-4 - February 2026 - Selected Answer 2

***** MEE 4 STARTS HERE *****

1. The issue is whether the bequest of the automobile to Husband's brother lapses and passes as part of the residue or whether it passes to his brother's adopted child, Fred.

Testators can include bequests in their wills that reference property or people who do not exist at the time of the will's execution. Such ambiguous language is either latent or patent. If the court can determine the testator's intent, then the gift is valid. Traditional common law rules required that if a beneficiary predeceased the testator, the gift to the beneficiary lapsed and was reabsorbed into the testator's estate. States that have adopted anti-lapse statutes allow for the beneficiary's issue (a decedent's living bloodline descendants) to stand in their place and receive their gift. The UPC has adopted the principle of anti-lapse because it wants specific gifts to succeed. Adopted children are treated the same as marital children and inherit from their adoptive parents.

Here, the fact that Husband did not own an automobile at the time of the will's execution is immaterial because he was permitted to include an ambiguous term which meaning the court could easily determine. At the time Husband died he owned a single automobile, and the gift referenced "any automobile I own at the time of my death". Therefore, this gift will not fail due to ambiguity. Under the UPC, the gift will not lapse because Husband's brother predeceased him. Rather, Husband's brother's issue can stand in his place and receive the automobile. Fred's adoption is immaterial because adopted children are treated the same as marital children.

Therefore, the bequest of the automobile will pass to Husband's brother's adopted child, Fred.

2. The issue is whether Husband's mother is entitled to the house at 500 South Street as a substitute for the house specifically bequeathed to her or if the bequest adeemed and must pass to the residue of Husband's estate.

When a testator makes a specific bequest of real property and then conveys the real property without amending the will, the beneficiary of the real property might be entitled to the proceeds of the conveyance of the real property or the property that replaced the conveyance. Whether a beneficiary is so entitled depends on whether the testator intended the beneficiary to receive any gift of real property or whether the testator only intended the beneficiary to receive that specific gift. The court can consider the testator's language when drafting the will and any similarities or differences between the properties.

Here, Husband wrote in his will that he "purchased [211 Pearson Drive, City, State Y] as an investment" and left the property to his mother. This suggests that Husband intended for his mother to have any property that he purchased with the proceeds of a sale of 211 Pearson because the goal was not to provide his mother a place to live or provide her with a particular type of house. Rather, his intent was to make an investment and allow her to be the beneficiary of the investment. This is further evidenced by the fact that Husband and Wife never lived in 211 Pearson Drive, and they also never lived in 500 South Street, which is the house Husband acquired with the proceeds of the sale of 211 Pearson.

Therefore, Husband's mother should get the house on 500 South Street as a replacement of the house at 211 Pearson.

3. The issue is to whom the residuary estate should be distributed.

Under the UPC, if a testator dies testate, then the residuary estate is distributed according to the testator's will. Residual gifts are distributed last after taking care of (in order) funeral and probate expenses, debts, specific gifts, and general gifts. Specific gifts are those that involve a particular piece of personal or real property. General gifts are those that involve money amounts.

Here, Husband had no debts. The specific gifts of the car and property at 500 South City are distributed first (after funeral expenses and probate costs). The residuary gift, consisting of \$3

million in cash, is then distributed. Because the will left the residual estate to Wife, she is entitled to it entirely.

Therefore, Wife will get the residuary estate.

4. The issue is whether Doris is entitled to take a share of Husband's estate as an omitted child.

Under the UPC, if a child is omitted from a will because she was born after the will's execution and other children are named, then the child may be entitled to inherit under the will because the court will determine that the omission was a mistake. However, if no children are named and all children are children of the surviving spouse, then the children will not be entitled to any of the testator's share. If an omitted child was born after the execution of a will and is not a child of the surviving spouse, then the child is not entitled to a share of the will. This is because children born outside of the marriage of the decedent and their surviving spouse do not inherit under intestacy laws.

However, neither Sam nor Doris were named in Husband's will so Doris's omission will not be deemed a mistake. Doris will not be able to inherit anything because she was not named, and she is not a child of Wife. However, if she can establish that Husband was in fact her father, then she may be able to challenge the lack of a share of her father's estate under the Constitution's Due Process clause via the theory that she is being discriminated against due to her legitimacy.

Therefore, Doris is entitled to nothing unless she can make a successful challenge to the will based on a Due Process theory.

5. The issue is whether Sam is entitled to take a share of Husband's estate as an omitted child.

Under the UPC, if a child is omitted from a will because she was born after the will's execution and other children are named, then the child may be entitled to inherit under the will because the court will determine that the omission was a mistake. However, if no children are named, then the omission is deemed as not a mistake. Because omitted children will be able to inherit from the surviving spouse, courts do not typically require that an omitted child receive a share of their parent's estate.

Here, because both Doris and Sam were omitted from Husband's will, Sam's omission will not be deemed a mistake. Because Sam can inherit from Wife if something happens to her, the court will not require that Sam receive a separate share of Husband's estate.

Therefore, Sam is entitled to nothing.

***** MEE 4 ENDS HERE *****

Question MEE-5 - February 2026 - Selected Answer 1

***** MEE 5 STARTS HERE *****

1 - The issue here is to determine whether Bank (B) has a security interest in the flute purchased by Joan (J).

A secured party must attach to obtain interest in collateral. Attachment requires 1) lender giving value, 2) debtor having rights in the collateral, and 3) a security agreement (written here) that provides a) a security interest to lender in the collateral, b) a description of the collateral (not super generic) and c) signed by the debtor. Then the lender is secured.

Here, B is a secured creditor as to H's inventory because B gave money (value), H has rights in the inventory (possession), and there is a security agreement between the parties granting B a security interest in H's present and future inventory (this includes an after acquired property clause). Thus, B has a secured interest in H's inventory.

Inventory are goods held for sale or lease. A secured party will have an interest in the proceeds of inventory automatically. Perfection is the method a secured party protects its interest vis-a-vis other lenders and establishes priority. A financing statement is a valid method to perfect an interest in inventory. Financing statement needs the debtors name, secured party name, description of collateral (super generic ok) and to be authorized by the debtor.

Here, B is a perfected secured party in H's inventory because B perfected its interest by filing a financing statement in the states office with Harmony Corp as debtor and Bank as secured party and inventory as the description of the collateral (sufficient to use art 9 defined terms). Thus, B has a perfected secured interest in H's inventory.

Generally, a buyer takes subject to a perfected secured party's interest in collateral unless it is a buyer in the ordinary course (BIOC). A BIOC is one who 1) takes without knowledge it is violating the rights of a secured party, 2) is one who ordinarily buys from the seller in the ordinary course from a seller who normally sells goods of this kind and 3) takes possession and gives value.

Here, Walter (W) purchased the flute as a BIOC because he purchased the flute from H 1) without knowledge of security agreement and 2) as an ordinary buyer (flutist buying from seller of musical instruments) from Harmony (one who sells musical instruments in the ordinary course of their business), and 3) gave value (money) in good faith. Thus, W purchased the flute not subject to the security interest by B, and thus, subsequently sold the flute to J with no interest from B. B has no security interest in J's flute.

1 - The issue here is to determine whether Harmony has a security interest in the flute purchased by J.

See rules above re: attachment, perfection. A purchase money security interest arises where a seller sells an item on credit retaining a security interest in the goods sold as collateral. There is a special PMSI rule for the sale of consumer goods (goods used for household purposes). Equipment are goods not sold as inventory, farm products or consumer goods - i.e. general business purpose. Look to the use of the collateral by the debtor to determine the collateral.

Here, H has a PMSI as seller financed security interest because H gave value (a loan) to W to purchase the flute (H has rights in the flute - right to retain is enough) and H retained a security interest in the flute evidenced by the parties security agreement - the credit sales agreement with H having a security interest in the flute. Thus, H is a secured creditor in the flute.

Here, W is a professional flutist and using the flute for professional uses only. Thus, the flute is equipment because the flute is used for business purposes. Since the flute is equipment, there is no perfection upon attachment (special PMSI rule for consumer goods - perfection upon attachment). Thus, since H never filed a financing statement or perfected by any other means, H is not a perfected secured creditor.

Where a buyer takes an item subject to an perfected security interest, if the buyer takes possession 1) in good faith and 2) for value, then the buyer will take free of the security interest. Here, J gave value to W for the flute (900 dollars) and took in good faith with no knowledge of the security interest by H. Thus since H is not a perfected secured party, and J took for value with good faith, J took the flute free of the security interest by H.

******* MEE 5 ENDS HERE *******

Question MEE-5 - February 2026 - Selected Answer 2

***** MEE 5 STARTS HERE *****

1. The issue is whether Bank has a security interest in the flute that is enforceable against Joan.

a. Attachment

In order to be enforceable, a security interest must attach. A security interest attaches when (1) the secured party gives value to the debtor; (2) the debtor has rights in the collateral, and (3) the debtor authenticates a security agreement which sufficiently describes the collateral. A description of the type of collateral is sufficient, however, a super generic description such as "all of the debtor's assets" is not. Inventory includes goods, other than farm products, which are held for lease or sale.

Here, Bank has an attached security interest in Harmony's inventory because (1) Bank gave value by loaning money to Harmony; (2) Bank has rights in the collateral because it owns its inventory; and (3) Bank signed an agreement which sufficiently described the collateral as "Harmony's present and future inventory." Bank has an attached security interest in the flute as the flute is inventory because Harmony was holding it for sale. Therefore, Bank created an enforceable security interest in the flute.

b. Buyer in the Ordinary Course of Business

Generally, when a buyer purchases goods to which a party has an attached security interest, the security interest remains unless the secured party authorizes the transfer of the collateral free of the security interest. However, the buyer in the ordinary course of business exception allows a buyer to take the goods free of the security interest. The exception applies when the individual (1) pays value for the goods (2) in the ordinary course of business; (3) from a merchant who deals in the type of goods at issue; (4) in good faith; and (5) without knowledge that the purchase violates the rights of another in the property.

Here, Walter is a buyer in the ordinary course of business because: (1) he paid \$300 in cash for the flute and promised to make payments for the rest of the purchase price; (2) he bought the flute in the ordinary course of business as Harmony regularly sells musical instruments; (3) Harmony is a merchant because it deals in selling musical instruments; (4) there is no indication that Walter acted in bad faith; and (5) Walter was unaware of the financing agreement between Harmony and Bank. Therefore, Walter bought the flute free of Bank's security interest.

c. Transfer to Joan

When a buyer in the ordinary course of business takes a good free of security interest and subsequently sells the good to a third party, the third party stands in the same position as them.

Here, Joan took the flute free of Bank's security interest because she bought it from Walter who took the flute free of Bank's security interest as a buyer in the ordinary course of business. Therefore, Bank does not have a security interest in the flute that is enforceable against Joan.

2. The issue is whether Harmony has a security interest in the flute that is enforceable against Joan.

a. Attachment

Article 9 governs transactions that in substance create a security interest even if they are not explicitly called a secured transaction. Such transactions include when a seller retains title to goods despite delivery and acceptance by the buyer. The rules regarding the attachment of a security interest are described above.

Here, the "credit sales agreement" is in substance a secured transaction because Harmony

retained title to the flute despite the flute being delivered and accepted by Walter. Harmony's security interest in the flute attached because (1) Harmony gave value by allowing Walter to purchase the flute on credit; (2) Walter has rights in the flute because he has the right to possess it; and (3) the "credit sales agreement" is signed by Walter and describes the flute. Therefore, Harmony had an enforceable security interest in the flute.

b. Consumer Buyer

As discussed above, a buyer generally takes goods with an attached security interest subject to that interest. However, the consumer buyer or "garage sale" exception allows a buyer to take the goods free of the interest. The consumer buyer exception applies when (1) a consumer buyer buys the goods (2) for their own personal or household use (3) from a consumer seller (4) without knowledge of the security interest. A consumer seller is an individual who sells consumer goods, and the characterization of goods depends on the debtor's use. However, the exception does not apply if the secured party filed a financing statement including the goods prior to the purchase.

Here, some of the requirements of the consumer buyer exception are met because Joan was unaware of Harmony's interest in the flute and Harmony did not file a financing statement including the flute. However, Joan is not a consumer buyer because she bought the flute for professional use and Walter is not a consumer seller because he used the flute for professional purposes. Therefore, Harmony has a security interest in the flute that is enforceable against Joan.

******* MEE 5 ENDS HERE *******

1. The first issue is whether service of process on Dan was sufficient.

When commencing a lawsuit against a defendant, the plaintiff must serve the defendant with process, which includes the summons and the complaint, to notify him of the lawsuit. When a case is filed in federal district court, service of process can be achieved through any method permitted by the state in which the district court sits. Additionally, service of process must comply with the constitutional requirement that it is reasonably calculated to give notice to the defendant.

Here, Penny sued Dan in the US District Court for the State of C. Therefore, any methods for service of process allowed by State C can be used in this court. State C allows service of process by mailing the summons and complaint by first class mail to the defendant's place of residence. A person's residence is where a person lives with intent to remain there permanently. Here, Dan lives with his parents, although he travels a lot. Despite his travels, his parents' house is his residence because his travels are temporary and he intends to return to the house.

Here, Penny, through her attorney, complied with this method of serving process by mailing a copy of the summons and complaint by first class mail to the home of Dan's parents, which was his residence. However, this method for service of process does not comply with the constitutional requirement of being reasonably calculated to give notice to Dan.

Penny's attorney knew before he mailed the summons and complaint to Dan that he is frequently traveling for weeks. He also tried to get in touch with him at his parents' home, but Dan never responded. The summons and complaint were in an envelope that did not indicate the nature of its contents. Based on all of this, this method of service was not reasonably calculated to give notice to Dan. It was foreseeable that Dan would be traveling while the envelope arrived at his parents' house and would not return before his deadline to respond to the complaint, and that his parents would not open mail for their adult son when the envelope has no indication on it that it is urgent and therefore could not inform him of the lawsuit. Therefore, this method of serving process does not satisfy the constitutional requirement that it is reasonably calculated to give notice to the defendant.

2. The second issue is whether the district court has personal jurisdiction over the corporation.

In order to maintain an action against a defendant, that court must have personal jurisdiction over the defendant. Federal courts have personal jurisdiction if the jurisdiction statute of the state is satisfied, and if the

constitutional requirements are satisfied. The Constitution requires that the defendant has sufficient minimum contacts with the state through purposeful availment and foreseeability, that there is relatedness, and that personal jurisdiction is fair. Since Penny filed the lawsuit against corporation in the district court of State C, this court must have personal jurisdiction.

Here, the state statute is satisfied because when registering to do business in State C, the corporation agreed that the state's courts may exercise general personal jurisdiction over the corporation. There is no indication of any contrary statute.

Turning to the constitutional analysis of personal jurisdiction, the first issue is whether the corporation has sufficient minimum contacts with State C. This requires that the corporation purposefully availed itself of the laws and benefits of doing business in State C, and that it is foreseeable that the corporation may be sued in State C. Here, the corporation purposefully availed itself of the benefits of doing business in State C by opening an office in state C and registering to do business in that state. In fact, in doing so, the corporation agreed that it shall be subject to the same liabilities and duties as corporations incorporated in state C. All of this also made it foreseeable that the corporation may be sued in state C. Therefore, the minimum contacts requirement is satisfied.

The relatedness requirement can be satisfied either through special personal jurisdiction or general personal jurisdiction. Special personal jurisdiction applies when the conduct that gave rise to the action occurred in the state. here, the conduct that gave rise to the action occurred in State B, as that is the office that Penny visited and that Dan worked in at the time. therefore, no special personal jurisdiction exists. Courts have general personal jurisdiction over any defendant at home in that state. As set forth above, by registering to do business in State C, the corporation agreed to general jurisdiction in State C, and therefore this requirement is satisfied as well.

The fairness requirement applies only in the case of special personal jurisdiction and ensures that it is fair for the court to have personal jurisdiction over the defendant. The plaintiff's interest, the state's interests, and the defendant's burdens are balanced. Here, since the court has general jurisdiction, this is not a consideration. even if it were, this would not defeat personal jurisdiction because Penny lives in State C, the main witness Dan also lives in state C, and the corporation has an office in state C. Since federal law applies, no other state has a special interest in applying its own laws to this dispute compared to state C.

Based on the above, the district court has personal jurisdiction over the corporation.

***** MEE 6 STARTS HERE *****

2

I: THE FIRST ISSUE IS WHETHER SERVICE OF PROCESS ON DAN ALIGNED WITH STATE REQUIREMENTS

R: There is a duty on the defendants to avoid unnecessary costs by waiving service. Once a waiver of service is sent, the defendant has 30 days to sign it and send back and will then be given 60 days to answer rather than 21 (all times based on US defendant). If they fail to waive service they are liable for the costs of service. This case is a federal question case and so federal rules apply, procedurally and substantively. Under FRCP 4(k)(1)(a) service is proper by personally serving the defendant by anyone over 18 who is not the plaintiff; personally serving someone at the defendant's residence that lives there and is of proper suitable age and discretion to leave service with, or service can be made in a way that is appropriate under the State's rules / laws in which service is made.

Here, Penny's attorney failed to get a waiver of service and then proceeded to mail, first class, the summons and complaint to the address of record. The law of State C permits this type of service when there is general jurisdiction over the defendant

THE SECOND ISSUE IS WHETHER STATE C HAS GENERAL JURISDICTION OVER DAN

An individual is subject to general jurisdiction in the state in which they are domiciled. Domicile, for an individual, is where they are physically present and have intent to remain indefinitely. While Dan was domiciled in State B when the cause of action arose, domicile is determined at the time of filing. At the time of filing, Dan had moved back in with his parents and there is no indication that he intended to move again. While he was 'traveling' to many different places in the US, none of those would be his domicile until he has the intent to remain in any of them. Here, his parents collected his mail for him and saving until her returned from his travels. Further indicating State C is his domicile and therefore the State C Statute is applicable to him.

THE THIRD ISSUE IS WHETHER COMPLYING WITH STATE STATUTE REASONABLY GAVE SUFFICIENT NOTICE TO DAN ABOUT THE CASE AGAINST HIM

While the State C statute did permit service by first class mail to Dan's parent's house, there are still constitutional safeguards that apply. The method of service should be reasonable to put the person on notice. Here, Penny's attorney clearly had Dan's address from sending the Waiver of Service, and even though Dan traveled frequently and likely would not have been home at the attempt of service, it is still permissible under the FRCP to personally have left the summons and complaint with his parents. Here, Penny's attorney not only failed to do so, but they also failed to even mark or indicate on the envelope the nature or importance of its contents.

So while Penny's attorney complied with the State C Statute, this is still insufficient process by federal, constitutional standard.

3

THE ISSUE IS WHETHER THE FEDERAL DISTRICT COURT IN STATE C HAS PERSONAL JURISDICTION OVER THE CORPORATION.

There are several ways in which to get personal jurisdiction over a defendant: waiver / consent, personal service in the forum state, specific personal jurisdiction, and general personal

jurisdiction.

Waiver and Consent

A defendant can always consent to Personal jurisdiction. Here, not applicable because the corporation is contesting it. Secondly, is a waiver. Motions to Dismiss for lack of Personal Jurisdiction must be in the first responsive pleading, whether pre-answer motion or in the answer. Waiver of service of process does not constitute a waiver of personal jurisdiction and the corporation still can argue this.

Specific Jurisdiction

Specific Jurisdiction arises when the Defendant has sufficient minimum contacts with the forum state that are deliberate, in which the Defendant has purposefully availed themselves of the benefits of the state. Additionally, the cause of action must arise from those contacts with the state. While the Corporation does have deliberate contacts with State C, by registering to do business, handling high-net-worth individuals assets in that state and availing itself to the benefits of the state; none of Penny's business with the corporation involved State C, and none of its employees in State C had anything to do with managing her assets. Therefore, because the minimum contacts with State C were not the cause of the action, there would not be specific personal jurisdiction.

General Jurisdiction

General jurisdiction, for a corporation, is generally limited to the state of incorporation and the principal place of business (nerve center). Here, it is stated that the corporation is "incorporated in and has its headquarters in State A." Under Daimler, this would be the only place in which there is general jurisdiction. However, when contacts with the forum state are so continuous and substantial to effectively render the defendant at home there, that state may have General Jurisdiction. Here, even though none of Penny's business with the corporation involved State C, and none of its employees in State C had anything to do with managing her assets, the Corporation is registered to do business in State C and pursuant to that state Statute is agreeing to "general personal jurisdiction" over the corporation, as it is subject to the same liabilities and duties as corporations incorporated in State C. Therefore, if the Federal District Court recognizes and upholds the state statute, the Corporation would be subject to General Jurisdiction in State C.

***** MEE 6 ENDS HERE *****