

PRACTICE EXAM 10: CALIFORNIA ESSAY EXAM SIMULATION (50 QUESTIONS)

1. What is the purpose of an "issue statement" at the start of an essay analysis?
 - A. To restate the entire fact pattern in a summary form for the grader
 - B. To list every potential issue raised without performing further analysis
 - C. To frame the legal question that the analysis will resolve
 - D. To predict the grader's likely scoring decision in advance of writing

2. A California essay on Wills that involves a will contest challenges:
 - A. The probate court's jurisdiction over the estate matter at issue
 - B. The validity of the will on grounds such as capacity or undue influence
 - C. The executor's compensation under the statutory fee schedule generally
 - D. The amount of estate taxes owed to the federal government on the estate

3. When a California essay involves an oral contract for services lasting more than one year, the examinee should analyze:
 - A. Whether both parties signed a written acknowledgment of the agreement in advance
 - B. Whether the contract was prepared by a licensed California attorney before signing
 - C. Whether the parties intended to be bound by the oral terms only without writing

D. Whether the Statute of Frauds requires a writing signed by the party charged

4. A California essay on Civil Procedure involving a motion to quash service of process tests:

A. Whether service was made in compliance with applicable rules and statutes

B. Whether the defendant has paid all required filing fees in the underlying action

C. Whether the plaintiff has retained licensed California counsel for the matter at hand

D. Whether the underlying claim has been filed within the statute of limitations period

5. When a California essay involves a question of damages for breach of contract, the examinee should consider:

A. The defendant's personal motives for breaching the agreement at issue in the case

B. The plaintiff's emotional distress from the underlying breach event experienced

C. Foreseeability, certainty, causation, and the duty to mitigate

D. The parties' relationship history before forming the contract being analyzed

6. A California essay involving a question of negligence per se requires analysis of:

A. Whether the defendant has prior tort judgments entered against them in court

B. Whether a statute was violated and the plaintiff is within the protected class

C. Whether the defendant carried liability insurance at the time of the underlying injury

D. Whether the plaintiff has filed a parallel federal civil rights action within the period

7. When a California essay involves a question of trustee removal, the examinee should analyze:

A. The statutory grounds for removal and the trustee's breach of duty

B. Whether the trustee has held the position for at least five consecutive years

C. Whether the trustee has filed all required state tax returns timely each year

D. Whether the trustee has attended every annual beneficiary meeting personally

8. A California essay on Constitutional Law involving the dormant Commerce Clause requires:

A. Conclusion that all state regulation of commerce is automatically invalid by default

B. Application of only the California Constitution to the commerce question generally

C. Analysis of whether the law discriminates against or burdens interstate commerce

D. Conclusion that no Commerce Clause limit exists without express federal action

9. When a California essay involves the doctrine of merger of titles in Real Property, the examinee should determine:

A. Whether the property was held in joint tenancy at the time of the transfer

B. Whether the property was located within the city limits of any incorporated town

C. Whether the property exceeded a certain acreage threshold by professional survey

D. Whether the lesser estate became the greater estate by acquisition by one owner

10. A California essay involving a question of fraud in the inducement requires analysis of:

A. Whether the parties communicated through licensed legal counsel during the deal

B. The misrepresentation, scienter, intent to induce reliance, reliance, and damages

C. Whether the fraud was committed during business hours at a public office location

D. Whether the defrauded party filed suit within ninety days of discovering the fraud

11. When a California essay involves a question of attorney-client privilege, the examinee should determine:

A. Whether the communication was confidential and made for the purpose of seeking legal advice

B. Whether the attorney has been admitted to practice in the state of California currently

- C. Whether the client has paid the attorney's invoice in full for the legal consultation
- D. Whether the client has previously been represented by the same attorney on other matters

12. A California essay on Business Associations involving the formation of a corporation requires:

- A. Conclusion that all corporations are properly formed upon any state filing alone
- B. Application of only the federal corporate formation provisions to the analysis
- C. Conclusion that incorporation is invalid without unanimous shareholder approval
- D. Analysis of the articles of incorporation and the statutory formation requirements

13. When a California essay involves a question of waiver of contract rights, the examinee should analyze:

- A. Whether the contract was prepared by a licensed California real estate attorney
- B. Whether the parties have communicated through formal written demand letters
- C. Whether the waiving party intentionally relinquished a known right
- D. Whether the waiving party has filed a formal notice with the court of record

14. A California essay involving the elements of trespass to land requires analysis of:

- A. Whether the defendant intentionally entered the plaintiff's property without permission
- B. Whether the plaintiff has registered the property deed with the county recorder timely
- C. Whether the property has been surveyed by a licensed land surveyor recently
- D. Whether the defendant has been previously cited for similar trespass violations

15. When a California essay involves a question of mistake in Contracts, the examinee should analyze:

- A. Whether the parties communicated through written letters during all negotiations
- B. Whether the mistake was mutual or unilateral and material to the agreement

- C. Whether the contract was reviewed by an attorney before being signed by parties
- D. Whether the mistaken party has filed suit within thirty days of discovering the mistake

16. A California essay on Criminal Law involving the M'Naghten test of insanity requires analysis of:

- A. Whether the defendant has been previously diagnosed with mental illness by a doctor
- B. Whether the defendant was prescribed psychiatric medication at the time of the offense
- C. Whether the defendant had a documented criminal record before the underlying offense
- D. Whether the defendant knew the nature of the act or that it was wrong

17. When a California essay involves a question of habitability in landlord-tenant law, the examinee should analyze:

- A. Whether the premises were fit for human occupation under the implied warranty
- B. Whether the tenant paid the security deposit in full at the start of the tenancy
- C. Whether the landlord owns multiple rental properties throughout California currently
- D. Whether the lease was for residential or commercial use without further analysis

18. A California essay on Real Property involving a license versus easement distinction requires:

- A. Conclusion that all permissive uses are easements by default without further analysis
- B. Application of only the federal property law on land use to the entire question
- C. Analysis of whether the right is revocable and whether it was created in writing
- D. Conclusion that no distinction exists between licenses and easements in California

19. When a California essay involves a question of intentional misrepresentation in Torts, the examinee should analyze:

- A. Whether the parties were related by family or business ties at any prior time

- B. Whether the misrepresentation was made in writing or only orally to the plaintiff
- C. Whether the misrepresentation was made at a public location or in private
- D. Misrepresentation, scienter, intent to induce reliance, reliance, and damages

20. A California essay involving the doctrine of promissory estoppel requires analysis of:

- A. Whether the parties signed a written contract before the promise was made
- B. A clear promise, reasonable reliance, detriment, and injustice without enforcement
- C. Whether the promisor has paid the promisee in any prior business transactions
- D. Whether the parties have had a prior business relationship of long standing in the community

21. When a California essay involves the doctrine of qualified immunity in a §1983 action, the examinee should analyze:

- A. Whether the defendant officer holds a senior rank in the law enforcement agency
- B. Whether the officer has been disciplined in prior internal affairs investigations
- C. Whether the right violated was clearly established at the time of the conduct
- D. Whether the officer has retained counsel through the police union's program

22. A California essay on Wills involving the doctrine of incorporation by reference requires:

- A. Analysis of whether the referenced document existed when the will was executed
- B. Conclusion that no document outside the will may be referenced under any circumstance
- C. Application of only the federal probate code to the incorporation question at hand
- D. Conclusion that all referenced documents are automatically incorporated by default

23. When a California essay involves a question of joint and several liability in Torts, the examinee should apply:

- A. The federal common law on joint tortfeasor liability principles generally accepted
- B. California's Proposition 51 framework allocating noneconomic damages by fault
- C. The Restatement of Torts (Third) on apportionment of liability between parties
- D. The model jury instructions on joint tortfeasor responsibility under California law

24. A California essay involving the doctrine of *res ipsa loquitur* in Torts requires analysis of:

- A. Whether the plaintiff has identified the defendant by name in the original complaint
- B. Whether the plaintiff filed suit within the applicable statute of limitations period
- C. Whether the plaintiff has presented expert testimony at the trial proceedings adequately
- D. Whether the event ordinarily does not occur absent negligence and within defendant's control

25. When a California essay involves a question of consideration substitutes in Contracts, the examinee should analyze:

- A. Whether the parties signed the agreement in front of a licensed notary public
- B. Whether the contract was prepared by an attorney admitted in California state court
- C. Whether promissory estoppel, moral obligation, or other doctrines apply
- D. Whether the parties were represented by counsel during the contract negotiations

26. A California essay on Civil Procedure involving a motion in limine tests:

- A. Whether the moving party has filed all required pretrial disclosures timely in court
- B. Whether the motion was made before the jury was empaneled in the original action
- C. Whether evidence should be excluded or admitted before it is offered at trial
- D. Whether the court has subject matter jurisdiction over the underlying claim presented

27. When a California essay involves a question of accord and satisfaction, the examinee should analyze:

- A. Whether the parties agreed to a new performance discharging the original obligation
- B. Whether the parties signed a separate written release at the time of the payment
- C. Whether the satisfying party has paid the full original contract amount in cash
- D. Whether the parties have filed any documents with the court of record on the matter

28. A California essay on Constitutional Law involving the right to bear arms requires:

- A. Conclusion that all firearm regulations are automatically unconstitutional in California
- B. Application of only the California Constitution to the firearms question generally
- C. Conclusion that no individual right to bear arms exists under federal law in any case
- D. Analysis under the Second Amendment as interpreted by current precedent

29. When a California essay involves a question of remedies in real estate fraud, the examinee should analyze:

- A. Whether the plaintiff has paid all property taxes on the disputed parcel currently
- B. Damages, rescission, restitution, and other available equitable remedies
- C. Whether the plaintiff has retained counsel licensed in real estate matters in state
- D. Whether the plaintiff has obtained a current appraisal of the property value recently

30. A California essay involving the doctrine of judicial estoppel requires analysis of:

- A. Whether the party has paid all costs of the prior judicial proceeding involved
- B. Whether the party has retained licensed counsel in the current matter at hand
- C. Whether the party is asserting a position inconsistent with one taken earlier
- D. Whether the prior proceeding was tried in a California state court of record

31. When a California essay involves a question of trustee powers, the examinee should analyze:

- A. Whether the trustee has been bonded by a California-licensed surety company
- B. The powers granted by the trust instrument and the statutory default powers
- C. Whether the trustee has previously administered estates in any prior matters
- D. Whether the trustee has filed all required California state tax returns timely

32. A California essay involving the parol evidence rule and an integrated writing requires:

- A. Analysis of whether the writing is fully or partially integrated and the evidence's purpose
- B. Conclusion that all extrinsic evidence is barred by the writing without any exception
- C. Conclusion that all extrinsic evidence is freely admissible regardless of integration
- D. Application of only the federal rules without California-specific distinctions on parol

33. When a California essay involves a question of statute of limitations tolling, the examinee should analyze:

- A. Whether the plaintiff has filed all prior actions in the same court of record
- B. Whether the plaintiff has retained the same counsel throughout the entire dispute
- C. Whether the parties have agreed to extend the limitations period in writing recently
- D. Whether minority, mental incapacity, fraud, or other tolling doctrines apply

34. A California essay involving the doctrine of strict liability for ultrahazardous activities requires:

- A. Conclusion that all dangerous activities trigger strict liability automatically by default
- B. Application of only the federal common law on dangerous activities to the analysis
- C. Analysis of whether the activity is abnormally dangerous under the Restatement factors
- D. Conclusion that strict liability never applies to lawful business activities in California

35. When a California essay involves a question of corporate ultra vires acts, the examinee should analyze:

- A. Whether the corporate act exceeded the powers stated in the articles of incorporation
- B. Whether the corporation has paid all California franchise taxes for the current year
- C. Whether the corporation has held annual shareholder meetings each year on time
- D. Whether the corporation has retained counsel for all prior corporate transactions

36. A California essay involving the requirements of a valid arbitration agreement requires:

- A. Conclusion that all arbitration agreements are per se enforceable in California generally
- B. Analysis under the Federal Arbitration Act and California's arbitration statutes
- C. Application of only the California Code without any federal arbitration law applied
- D. Conclusion that no arbitration agreement may bind a consumer to arbitration in court

37. When a California essay involves a question of substantive due process, the examinee should analyze:

- A. Whether the plaintiff has paid all federal court filing fees in full at the start
- B. Whether the plaintiff has retained admitted counsel for the federal court action
- C. Whether the plaintiff has timely served process on the named defendant in time
- D. Whether the law infringes a fundamental right and survives strict scrutiny

38. A California essay involving the doctrine of slander of title in Real Property requires analysis of:

- A. The publication of false statements disparaging the plaintiff's property interest
- B. Whether the plaintiff has recorded the property title with the county recorder timely
- C. Whether the defendant has obtained a California real estate broker's license currently
- D. Whether the property has been previously listed for sale on the open market recently

39. When a California essay involves a question of community property characterization of an inheritance received during marriage, the examinee should apply:

- A. The general community property presumption without performing further analysis
- B. The rule treating inheritances as separate property of the receiving spouse
- C. The federal rules on inherited property division at marital dissolution proceedings
- D. The Restatement of Family Law principles on inherited property characterization

40. A California essay on Civil Procedure involving the doctrine of forum non conveniens requires analysis of:

- A. Whether the plaintiff has paid filing fees in both the chosen and alternate forums
- B. Whether the parties have engaged in formal discovery in the chosen forum already
- C. Whether an alternative forum is available and whether private and public factors favor transfer
- D. Whether the chosen forum is in a California county with at least one sitting judge

41. When a California essay involves a question of presumptions in Evidence, the examinee should analyze:

- A. Whether the parties have stipulated to the presumed fact in writing before trial
- B. Whether the trial judge has discretion to disregard the presumption at the trial
- C. Whether the presumption was raised before the close of discovery in the action
- D. Whether the presumption affects the burden of producing evidence or the burden of proof

42. A California essay involving the doctrine of preemption under the Supremacy Clause requires:

- A. Conclusion that all state laws are automatically preempted by federal law and statute
- B. Application of only the California Constitution to the federal preemption question
- C. Analysis of whether the federal law expressly, impliedly, or by conflict preempts state law
- D. Conclusion that no preemption ever occurs without an express federal statement

43. When a California essay involves a question of charitable trust modification, the examinee should apply:

- A. The cy pres doctrine and the doctrine of equitable deviation as applicable
- B. The general rule that all charitable trusts are immutable once established by settlor
- C. The federal trust modification statutes as the controlling authority for modification
- D. The Restatement of Trusts (Third) principles without California modifications applied

44. A California essay involving the doctrine of contributory copyright infringement is governed by:

- A. California Civil Code provisions on intellectual property generally and copyrights
- B. The Restatement of Property principles on copyrighted materials and rights
- C. California common law on intellectual property infringement actions filed in state
- D. Federal copyright law since copyright is exclusively federal

45. When a California essay involves a question of grand jury proceedings in Criminal Procedure, the examinee should analyze:

- A. Whether the grand jury was selected from a representative cross-section of the county
- B. Whether the grand jury found probable cause to indict the defendant on the charges
- C. Whether the grand jury proceedings were transcribed by a certified court reporter
- D. Whether the grand jury session lasted longer than four hours total in duration

46. A California essay on Constitutional Law involving the right to privacy under the California Constitution requires:

- A. Conclusion that no privacy right exists beyond the federal Constitution for residents
- B. Application of only the federal Bill of Rights to the privacy question presented
- C. Analysis under California Constitution Article I, Section 1, which expressly protects privacy

D. Conclusion that California privacy rights are coextensive with federal rights without exception

47. When a California essay involves a question of mutual assent in Contracts, the examinee should analyze:

- A. Whether the parties objectively manifested agreement to the same essential terms
- B. Whether the parties signed the contract in front of a California licensed notary public
- C. Whether the parties have transacted business together in any prior dealings or contacts
- D. Whether the parties had legal capacity to contract at the time of signing the deal

48. A California essay involving the doctrine of comparative fault in Torts applies:

- A. The federal common law on comparative fault to all California civil actions and torts
- B. The Restatement of Torts (Third) on apportionment of liability between the parties
- C. The contributory negligence rule that bars recovery by any plaintiff at fault completely
- D. California's pure comparative fault rule reducing recovery in proportion to fault

49. When a California essay involves a question of acceptance of an offer under UCC Article 2, the examinee should analyze:

- A. Whether the acceptance was signed in front of a California licensed notary public
- B. Whether the acceptance was made by any reasonable manner unless otherwise indicated
- C. Whether the acceptance was reduced to writing within seventy-two hours of receipt
- D. Whether the acceptance was prepared by an attorney admitted in California state court

50. A California essay involving the doctrine of laches in Equity requires analysis of:

- A. Whether the plaintiff has paid all filing fees in the equitable action at the start
- B. Unreasonable delay by the plaintiff and resulting prejudice to the defendant

- C. Whether the plaintiff has filed parallel actions in any other jurisdictions or states
- D. Whether the parties have engaged in formal mediation prior to filing the action

PRACTICE EXAM 10: CALIFORNIA ESSAY EXAM SIMULATION – ANSWER KEY

- 1. C** — The issue statement frames the legal question that the analysis will resolve. By crystallizing the question up front, the examinee orients the grader to what is being analyzed and sets up the rule and application that follow. Without a clear issue statement, the analysis often drifts and the grader cannot easily track point allocation.
- 2. B** — A will contest challenges the validity of the will on grounds such as capacity, undue influence, fraud, duress, mistake, or lack of formalities. The contest seeks to invalidate the will so that property passes under a prior will or by intestacy. Jurisdictional and administrative challenges are separate procedural matters distinct from contesting validity.
- 3. D** — California Civil Code §1624 requires contracts not performable within one year to be in writing and signed by the party to be charged. Identifying the Statute of Frauds category and assessing the writing's sufficiency is the controlling analysis. Without a sufficient writing, the contract is unenforceable absent an exception such as part performance.
- 4. A** — A motion to quash service of process tests whether service was made in compliance with applicable rules and statutes. California Code of Civil Procedure §415.10 et seq. governs personal service, substituted service, and service by publication, and each method has specific requirements. Defective service deprives the court of personal jurisdiction.
- 5. C** — Contract damages analysis covers foreseeability, certainty, causation, and the duty to mitigate. *Hadley v. Baxendale* establishes the foreseeability rule for consequential damages; damages must be proven with reasonable certainty; causation requires the breach to have caused the loss; and the nonbreaching party must take reasonable steps to mitigate.
- 6. B** — Negligence per se requires a statutory violation and the plaintiff to be within the protected class. The doctrine establishes duty and breach automatically when the defendant violated a statute designed to protect the class of persons that includes the plaintiff and the type of harm suffered. Causation and damages must still be proven.
- 7. A** — Trustee removal turns on the statutory grounds and the trustee's breach of duty. California Probate Code §15642 specifies grounds including breach of trust, lack of cooperation among co-trustees, unfitness, and other circumstances justifying removal. Identifying the applicable ground and applying it to the trustee's conduct is the analytical core.

- 8. C** — Dormant Commerce Clause analysis asks whether the state law discriminates against or burdens interstate commerce. Discriminatory laws face a near-per-se rule of invalidity absent compelling justification; nondiscriminatory laws are reviewed under *Pike v. Bruce Church* balancing for incidental burdens. The classification drives the standard of review.
- 9. D** — Merger of titles occurs when the lesser estate becomes the greater estate by acquisition by one owner. When a single person acquires both a lesser estate (life estate, easement, leasehold) and the greater estate (fee simple), the lesser merges into the greater and is extinguished. The doctrine applies to interests in the same property held by the same person.
- 10. B** — Fraud in the inducement requires misrepresentation, scienter, intent to induce reliance, reliance, and damages. These five elements form the standard fraud claim under California Civil Code §1709–1710 and parallel common-law deceit. Each element must be analyzed for the claim to succeed.
- 11. A** — The attorney-client privilege protects confidential communications made for the purpose of seeking legal advice. California Evidence Code §952 defines the privilege, requiring that the communication be confidential and connected to the professional relationship. Payment status, prior representation, and current bar admission do not control the privilege analysis.
- 12. D** — Corporation formation requires analysis of the articles of incorporation and the statutory formation requirements. California Corporations Code §200 et seq. governs formation, requiring articles containing specific information filed with the Secretary of State plus the issuance of shares to qualify as a properly formed corporation. Both the document and the statutory procedure must be analyzed.
- 13. C** — Waiver requires the intentional relinquishment of a known right. The classic definition requires both knowledge of the right and intent to relinquish it; mere inaction or lack of awareness does not constitute waiver. The intentional and knowing components are the doctrinal core.
- 14. A** — Trespass to land requires the defendant to have intentionally entered the plaintiff's property without permission. The intent is to enter the property, not necessarily to trespass; mistaken belief of authorization is no defense if the entry was intentional. Possessory interest and physical invasion complete the elements.
- 15. B** — Mistake analysis turns on whether the mistake was mutual or unilateral and whether it was material. Mutual mistake about a basic assumption may permit avoidance; unilateral mistake generally does not, unless the other party knew or should have known. Materiality to the agreement is required in either case.
- 16. D** — The M'Naghten test asks whether the defendant knew the nature of the act or that it was wrong. California Penal Code §25(b) codifies the test, requiring mental disease or defect that caused the defendant either not to know the nature and quality of the act or not to know the act was morally or legally wrong.
- 17. A** — Habitability analysis under the implied warranty requires the premises to be fit for human occupation. *Green v. Superior Court* (1974) established the implied warranty of habitability in California residential tenancies, requiring landlords to maintain the premises in a condition fit for occupation, with specific defects analyzed under California Civil Code §1941.1.

18. C — License versus easement classification turns on revocability and the method of creation. An easement is a non-revocable interest in land typically created in writing satisfying the Statute of Frauds; a license is a revocable permission that may be oral and creates no interest in the land. The revocability and writing analysis controls.

19. D — Intentional misrepresentation requires misrepresentation, scienter, intent to induce reliance, reliance, and damages. These elements parallel fraud in the inducement and define the tort of deceit under California Civil Code §§1709–1710. Each must be addressed in the analysis.

20. B — Promissory estoppel requires a clear promise, reasonable reliance, detriment, and injustice without enforcement. Restatement (Second) of Contracts §90 codifies the doctrine, permitting enforcement of a promise without consideration when the promisor should reasonably have expected reliance and injustice would result from non-enforcement.

21. C — Qualified immunity requires that the right violated was clearly established at the time of the conduct. *Saucier v. Katz* and *Pearson v. Callahan* establish that the immunity protects officials unless a reasonable officer would have known the conduct was unlawful in light of existing precedent. The clearly-established analysis is the immunity gateway.

22. A — Incorporation by reference requires the referenced document to have existed when the will was executed. California Probate Code §6130 requires the document to exist at execution, to be described with reasonable certainty, and the will to manifest the testator's intent to incorporate it. Subsequently created documents cannot be incorporated.

23. B — Proposition 51 (California Civil Code §1431.2) allocates noneconomic damages by fault. Defendants are severally liable for noneconomic damages based on their percentage of fault, while economic damages remain joint and several. This framework controls multi-defendant tort analysis in California.

24. D — *Res ipsa loquitur* applies when the event ordinarily does not occur absent negligence and the instrumentality was within the defendant's control. The doctrine permits an inference of negligence under these conditions, plus the absence of contribution by the plaintiff. The control and inference elements are doctrinally central.

25. C — Consideration substitutes include promissory estoppel, moral obligation, and other doctrines. When traditional bargained-for consideration is absent, courts may enforce promises under promissory estoppel, moral obligation (limited circumstances), past consideration with new promise, or statutory exceptions. The substitute analysis fills the gap when consideration is lacking.

26. C — A motion in limine seeks a pretrial ruling on whether evidence should be excluded or admitted before it is offered at trial. The motion allows parties to plan their case and avoid exposing jurors to objectionable material. Timing before evidence is offered distinguishes it from contemporaneous objections.

27. A — Accord and satisfaction requires the parties to have agreed to a new performance discharging the original obligation. The accord is the new agreement; satisfaction is performance of the new agreement; together they discharge the original duty. Both elements must be established.

28. D — Second Amendment analysis follows current precedent including *Heller*, *McDonald*, and *Bruen*. The Supreme Court has recognized an individual right to bear arms, with regulations evaluated under a text-and-history framework that asks whether the regulation is consistent with the nation's historical tradition of firearm regulation.

29. B — Real estate fraud remedies include damages, rescission, restitution, and other equitable remedies. California allows out-of-pocket or benefit-of-bargain damages under Civil Code §3343, plus rescission to unwind the transaction, restitution of consideration paid, and equitable remedies such as constructive trust where appropriate.

30. C — Judicial estoppel bars a party from asserting a position inconsistent with one taken earlier in a judicial proceeding. The doctrine protects judicial integrity by preventing parties from playing fast and loose with the courts, typically requiring the prior position to have been successfully maintained.

31. B — Trustee powers derive from both the trust instrument and statutory default powers. California Probate Code §16200 et seq. provides default powers (sale, lease, invest, distribute), while the trust instrument may grant, limit, or modify them. Analysis requires consulting both sources together.

32. A — Parol evidence analysis turns on whether the writing is fully or partially integrated and the purpose of the evidence offered. The court first determines integration status, then assesses whether the proffered evidence contradicts, supplements, or interprets the writing. California's *Pacific Gas & Electric* standard permits extrinsic evidence to show latent ambiguity even in facially clear writings.

33. D — Statute of limitations tolling doctrines include minority, mental incapacity, fraud, and others. California recognizes tolling for minority (CCP §352), mental incapacity, fraud (discovery rule), military service, and equitable estoppel. Each tolling doctrine has specific requirements that must be analyzed against the facts.

34. C — Abnormally dangerous activity analysis applies the Restatement (Second) of Torts §520 factors. The factors include existence of high risk of harm, likelihood of great harm, inability to eliminate risk through reasonable care, uncommonness of the activity, inappropriateness to the location, and value to the community. The multi-factor analysis controls strict liability.

35. A — Ultra vires acts are corporate acts that exceeded the powers stated in the articles of incorporation. California Corporations Code §208 limits the doctrine's application but preserves it in specific circumstances such as shareholder injunctions and certain regulatory contexts. The articles-versus-act comparison is the analytical move.

36. B — Arbitration agreement analysis applies the Federal Arbitration Act and California's arbitration statutes. The FAA preempts state law that disfavors arbitration; California's Code of Civil Procedure §1280 et seq. governs procedure where not preempted. Both frameworks must be considered for enforceability.

37. D — Substantive due process analysis asks whether the law infringes a fundamental right and survives strict scrutiny. Fundamental rights (marriage, privacy, voting, parenting) trigger strict scrutiny requiring a compelling government interest narrowly tailored; non-fundamental rights receive rational basis review.

38. A — Slander of title requires the publication of false statements disparaging the plaintiff's property interest. The tort also requires malice and resulting special damages (typically lost sale or diminished value). The disparagement-of-title element distinguishes it from defamation.

39. B — Inheritances received during marriage are characterized as separate property of the receiving spouse. California Family Code §770(a)(2) explicitly classifies property acquired by gift, bequest, devise, or descent during marriage as separate property. This rebuts the general community property presumption for these acquisitions.

40. C — Forum non conveniens requires an alternative forum to be available and the private and public factors to favor transfer. *Gulf Oil v. Gilbert* establishes the framework: private factors include party convenience, witness access, and evidence location; public factors include court burden, local interest, and applicable law. Both sets must favor the alternative forum.

41. D — California presumptions affect either the burden of producing evidence or the burden of proof. California Evidence Code §§601–606 distinguishes between presumptions that vanish upon contrary evidence (production presumptions) and presumptions that shift the persuasion burden (proof presumptions). The classification determines the trial procedure.

42. C — Supremacy Clause preemption is analyzed as express, implied (field), or by conflict. Express preemption arises from explicit federal language; field preemption arises when federal regulation is so comprehensive that state law is excluded; conflict preemption arises when compliance with both is impossible or state law obstructs federal objectives. Each branch must be analyzed.

43. A — Charitable trust modification applies the cy pres doctrine and the doctrine of equitable deviation. Cy pres redirects a charitable trust to a similar purpose when the original becomes impossible or impracticable; equitable deviation modifies administrative provisions when changed circumstances would defeat the trust's purpose. Both apply in charitable trust contexts.

44. D — Contributory copyright infringement is governed exclusively by federal copyright law. The Copyright Act (17 U.S.C. §§101 et seq.) preempts state law on copyright, and contributory infringement doctrines were developed under federal cases such as *Sony v. Universal* and *MGM v. Grokster*. State law does not control.

45. B — Grand jury proceedings are analyzed by whether probable cause to indict was found. The grand jury reviews the prosecution's evidence and returns an indictment if probable cause exists that the defendant committed the charged offense. The probable-cause determination is the grand jury's central function.

46. C — California's right to privacy is analyzed under California Constitution Article I, Section 1, which expressly protects privacy. The 1972 amendment added privacy as an inalienable right, providing

protection broader than federal privacy doctrine. *Hill v. NCAA* establishes the three-part framework: legally protected privacy interest, reasonable expectation of privacy, and serious invasion.

47. A — Mutual assent requires the parties to have objectively manifested agreement to the same essential terms. Under the objective theory, what matters is what a reasonable person would understand from the parties' outward conduct and language, not subjective intent. The essential terms (parties, subject, price, time) must be agreed upon.

48. D — California applies its pure comparative fault rule, reducing recovery in proportion to the plaintiff's fault. *Li v. Yellow Cab Co.* (1975) abandoned contributory negligence in favor of pure comparative negligence, under which the plaintiff's recovery is reduced by the plaintiff's percentage of fault but is never barred regardless of percentage.

49. B — Under UCC §2-206, acceptance may be made by any reasonable manner unless the offer unambiguously requires a specific method. This liberal acceptance rule contrasts with the strict common-law mirror-image rule and accommodates commercial practice. The reasonableness inquiry is fact-specific.

50. B — Laches in equity requires unreasonable delay by the plaintiff and resulting prejudice to the defendant. Both elements are required, and the defense is distinct from a statutory limitations defense in that it focuses on the equities of delay rather than a fixed period. The prejudice element prevents stale claims from proceeding even within applicable limitations periods.