THE STATE BAR OF CALIFORNIA
BOARD OF LEGAL SPECIALIZATION

Area of Specialty:
FAMILY LAW

LEGAL SPECIALIST EXAMINATION

Registration & Preparation Packet

Examination Date: October 27, 2015

INTRODUCTION

This packet contains key information you will need to prepare for the legal specialist examination to be given on October 27, 2015.

For full detail, please be sure to visit the examination page as well as your legal specialty page on www.california specialist.org.

This packet contains:

- An Action List for Examination Preparation
- Examination Specification listing topics that may be tested on the examination
- Sample essay questions from past examinations (Multiple-choice questions are not released for practice)
- A fillable examination registration form

2015 EXAMINATION ACTION LIST

Start Today:

1. Registration is in this packet and also at www.californiaspecialist.org.
    a. Early Bird Pricing Ends **September 1, 2015**.
    b. Registration closes **October 1, 2015**.
    c. Choose Oakland Convention Center or Pasadena Convention Center.
2. Review this packet for an overview, and visit the examination and specific specialty pages at www.californiaspecialist.org for more details about the examination and the application you will file afterward.

Know the Examination:

1. Format: Four Hour Morning Session, 8 essays; Approximate 90-minute lunch; Two and One Half Hour Afternoon Session, 75 Multiple-Choice Questions.
2. Examination Topics: See attached Examination Specification for Examination Topics.
3. Examination Practice: Sample essays are enclosed. No multiple-choice questions are released for practice.
4. If you plan to register for an optional preparation class from a commercial provider, be sure to check the schedule right away, as some courses are already underway, and all are designed to accommodate your full-time working schedule. Your specialty page at www.californiaspecialist.org will list all preparation classes reported to the Department of Legal Specialization.

Prepare for Examination Day:

Arrive with enough time to arrive by 7:00 a.m. so that you have registered, found your seat, and started your laptop your laptop computer will be on if you are using one, by the time the examination begins at 7:30 a.m.

Bring only those items allowed on the examination bulletin that will be sent to you when you register.

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ADMIRALTY AND MARITIME LAW
Examination Specifications

Purpose of the Examination: The Family Law Examination consists of a combination of essay and multiple-choice questions. It is designed to verify the applicant's knowledge of and proficiency in the usual legal procedures and substantive law that should be common to specialists in the field as represented by the skills listed below. We recognize that these skills are interrelated, which may require that you apply several skills in responding to a single exam question. Also, the order of the skills does not reflect their relative importance, nor does the skill sequence represent an implied order of their application in practice.

Your answers to the exam questions should reflect your ability to identify and resolve issues, apply family law to the facts given, and show knowledge and understanding of the pertinent principles and theories of law, their relationship to each other, and their qualifications and limitations. Of primary importance for the essay questions will be the quality of your analysis and explanation.

Knowledge of the following fundamental lawyering skills may be assessed:

Subject Area 1: Professional Responsibility 1.1 Duties to clients, opposing counsel and the Court 1.2 Attorney fees 1.3 Sanctions 1.4 Duties of appointed counsel for minors 1.5 Arbitration/mediation and dual representation 1.6 Conduct resulting in malpractice/discipline	**Subject Area 2: Family Law Jurisdiction** 2.1 Personal jurisdiction/subject matter jurisdiction 2.2 Federal jurisdiction/Hague Convention 2.3 UCCJEA and 28 USC (FPKPA) 2.4 Venue
Subject Area 3: Marital and Non-Marital Property 3.1 Characterization of property/allocations 3.2 Presumptions affecting property 3.3 Assets acquired with loan proceeds 3.4 Debts and obligations 3.5 Reimbursements and credits 3.6 Valuation of property 3.7 Fiduciary duties 3.8 Family residence 3.9 Deferred compensation and employment benefits 3.10 Business interests/goodwill 3.11 Stock, stock options, royalties and intellectual property 3.12 Putative spouse property rights 3.13 Pre-marital and post marital agreements	**Subject Area 4: Tax Issues Relating to Family Law** 4.1 Support/recapture rules 4.2 Division and allocation of assets and liabilities
Subject Area 5: Children 5.1 Parentage issues 5.2 Jurisdiction and venue 5.3 Factors to determine parenting rights 5.4 Use of mediation 5.5 Use of experts 5.6 Counsel for children 5.7 Modification proceedings 5.8 Termination of parental rights	**Subject Area 6: Support Factors** 6.1 Income 6.2 Amount and duration 6.3 Jurisdiction 6.4 Modification 6.5 Enforcement 6.6 Security 6.7 DCSS and state disbursement unit

Subject Area 7: Non-Marital Relationships/Issues 7.1 "Marvin" lawsuits 7.2 Domestic Partnerships 7.3 Cohabitation	**Subject Area 8: Procedure** 8.1 Validity of marriage 8.2 Nullity/legal separation 8.3 Restraining orders 8.4 Service of process 8.5 Joinder/consolidation 8.6 Bifurcation 8.7 Summary dissolution 8.8 Effect of death of one party on proceedings 8.9 Date of separation/reconciliation 8.10 Interspousal torts 8.11 Use of evidence/privileges 8.12 Preservation of record/appeals and writs 8.13 Ethics/bounds of advocacy 8.14 Motions for reconsideration/to set aside judgments/new trial 8.15 Omitted assets and debts 8.16 Discovery rights and disclosure duties/confidentiality issues 8.17 Enforcement proceedings, security and contempt 8.18 Bankruptcy 8.19 Offers of proof/testimony
Subject Area 9: Dispute Resolution 9.1 Negotiation 9.2 Arbitration/private judging 9.3 Mediation 9.4 Collaborative Practice	**Subject Area 10: Psychological Aspects of Marital and Non-Marital Discord** 10.1 Substance abuse 10.2 Domestic violence 10.3 Personality disorders/mental health issues Consulting w/psychological experts

THE STATE BAR OF CALIFORNIA
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FAMILY LAW
Sample Essay Questions from Past Examinations

These questions are actual questions from past exams. These questions were designed to be read and answered within 45 minutes, though current examination questions are designed to be read and answered in 30 minutes. No 30 minute essay questions will be released publicly.

Sample Question #1

While on separate vacations in Bali, Herman and Winifred met and, on the 11th day of their relationship, they pledged their love in front of a self-proclaimed high priestess, who blessed them both and pronounced them man and wife. Soon after, they returned to the United States because Herman was scheduled to start Spring Training, as he had recently been drafted to play professional baseball. Winifred returned to her job as an airline pilot, based in Los Angeles and New York City.

After 11 years of marriage and the birth of two children, Herman was still playing professional baseball, and Winifred was still an airline pilot based in New York City and Los Angeles. During the baseball season, Herman, Winifred, and their two children lived in a co-op they owned in New York City. During the off-season, they often went to their ranch in Santa Barbara, California. Husband and wife vote and file state taxes in California.

During their 11th year of marriage, things were not going well for the couple. Winifred went to an attorney in Santa Barbara and told him to file a dissolution action. The documents were prepared and signed by Winifred. Immediately after signing the petition, Winifred went to the bank and withdrew $100,000 from their joint account, in order to buy a luxury sports utility vehicle, as the lease on her vehicle had expired. She also severed the joint tenancy on the ranch.

Winifred's attorney was having difficulty serving Herman with the papers, so while Herman was in the dugout in Fenway Park in Boston, Winifred personally delivered an envelope to him. He opened the envelope and found a conformed copy of a Summons, Petition, Form Interrogatories, Notice to Produce, and Order to Show Cause for support, as well as a completed Income and Expense Declaration. The Order to Show Cause was calendared for 18 days from the date he was served. When Herman returned to New York City, he went to see an attorney about the papers he had received from Winifred.

Identify and discuss the jurisdictional and procedural issues for each party.

Sample Question #2

Maria and Frank were married and had four children under the age of 12: Suzie, Priscilla, David, and Donald. David and Donald were twins. Maria and Frank both worked full-time and shared the responsibilities of the children as equally as they could during their marriage. To the extent necessary, the children had nannies, after-school activities, and childcare. Neither parent had relatives living nearby who could assist with the care of the children.

Strains developed in the marriage and Maria and Frank ultimately decided to separate. They established separate households not too far from each other. Maria filed a petition for dissolution of their marriage and served Frank. In addition, Frank was served with Maria's Order to Show Cause application regarding the issues of child custody and visitation. They subsequently agreed to an order of joint legal and physical custody of the children with an open-ended timeshare, which they acknowledged they intended would amount to a 50-50 timeshare. On the day the motion was calendared, a child custody order was entered by the court, based on the stipulation offered by Maria and Frank to the court at the time of the hearing.

Following the hearing described above, and before the entry of judgment, the custodial plan was implemented in accordance with the stipulation, which was now a court order. Very soon, the children began to act out and misbehave. Maria began to plan increasingly more activities for the children, both after school and on weekends. She enrolled the boys in a soccer program that often took them to other towns for games on the weekends. These activities reduced the time Frank could spend with the children.

As the children became more difficult to deal with, Maria found herself forging closer ties with her parents who lived in another state. Within months after the court entered the joint physical custody order, Maria decided to move back to her home state with the children. When she discussed this with the children, the two girls were receptive, but the boys were not. Frank objected strenuously to Maria's proposed move with all the children. He hired counsel who filed a motion seeking to prevent Maria's move and requesting a change of custody of all the children to sole physical custody for Frank. Frank instructed his lawyer that the fall-back position for Frank should be that the boys remain with him and he be awarded sole physical custody of them, allowing the girls to move with Maria. Maria opposed Frank's motion and filed her own motion seeking permission to move with all the children.

A. What arguments should Maria's attorney make?

B. What arguments should Frank's attorney make?

As you answer these questions, do not speculate about pending cases and how they might affect your answer; answer on the basis of present case law.

Sample Question #3

Part One

Amanda Accountant and Ed Executive both worked for the same employer – BFG.com, a Silicon Valley Internet company. Amanda was the new CFO and Ed was BFG's energetic CEO.

After a whirlwind romance, the parties planned an immediate quickie wedding at the Lake Tahoe Chapel of Love. The Monday before the Saturday wedding, Ed and Amanda "dropped by" the office of his family law attorney, where Amanda was presented with a 27-page premarital agreement. With Ed's six lawyers standing around him, Amanda attempted to read the document.

Amanda went through the premarital agreement quickly and made the following comment: "This is pretty standard stuff, right?" To which Ed's six attorneys nodded in unison. Then she came to the signature line and noticed a signature line for "Amanda's counsel." When she inquired, one of the attorneys said that she might like to have her own attorney take a look at it.

On Friday, as the couple was about to drive up for the wedding, Ed asked Amanda where the signed agreement was. She replied that she hadn't seen an attorney, so the document was not signed. Ed asked her if she read it, and she admitted that she had. He told her that, if she didn't sign it, the wedding was off.

Ed and Amanda then went back to his attorney's office and signed the agreement in front of the notary public there. They then dashed away to Tahoe for their Chapel of Love ceremony. The premarital agreement provided for a mutual waiver of spousal support and further provided that each party's earnings during the marriage would remain their separate property.

A. **If Amanda had consulted you prior to signing the premarital agreement, how should you have counseled her?**

B. **If Amanda were consulting you in a divorce scenario wherein the validity of the premarital agreement were in question, what advice should you offer?**

Part Two

We are back with Ed and Amanda again, but a few years down the line.

Each party's fortunes took dramatic separate turns during the course of the marriage. BFG imploded, along with most of the rest of Silicon Valley. Both Ed and Amanda lost their jobs. However, Amanda had exercised and cashed out her stock options as they vested, so she had savings of $1 million. Ed had believed that he could lead the company back to prosperity, so he kept investing in the company until he was left with nothing.

Amanda, on the other hand, went into private practice as a family law forensic accountant and became quite successful, with an annual salary comfortably into the six figures.

Ed was unable to become re-employed as a CEO and eventually settled for a job as a high school history teacher, making about $40,000 a year. He became quite depressed about the

disparity in their incomes and the fact that Amanda was so successful, but he was, as he considered it, scraping the bottom of the barrel. Amanda, feeling sorry for him, offered to modify their premarital agreement. Ed agreed that a modification would make him feel better. He found a self-help book and wrote up a document entitled "Post-Nuptial Agreement." The document stated, "For love and affection, everything we each acquired during the marriage shall be equally shared."

The parties had a celebratory dinner, signed the agreement, and toasted their renewed commitment to each other. Neither party consulted with an attorney prior to signing the document. Two weeks after signing the document, Ed fell head over heels for the new English teacher and filed for divorce, claiming that everything in each party's name is community property.

A. You are still Amanda's attorney. What advice should you give her concerning the validity of the Post-Nuptial Agreement and the Pre-Marital Agreement at this point in time?

Sample Question #4

Herbert and Wendy are separated and have filed for a dissolution in California. Wendy resides in the family dwelling and Herbert resides elsewhere.

During (and after) the marriage, Herbert was an outside consultant to ZDF Inc., a closely held corporation. Herbert received a modest consulting fee from ZDF and ZDF stock, which, at the time of separation, had a book value of $.05.

Herbert said Wendy could keep most of the furniture and furnishings that are already in her possession, however he wanted an appraisal, and to have Wendy charged with the value, as several pieces were antiques. Wendy claimed there were very few antiques and they would not be worth the cost of an appraisal. Herbert grudgingly agreed to not having an appraisal, but drafted a list of items he wanted from the house. This list included some sports equipment and a nicely framed lithograph. Wendy told Herbert the house had been burglarized and the lithograph was gone. Herbert did not believe Wendy and requested insurance information and a police report.

Wendy never provided Herbert with the insurance information or a copy of the insurance claim form, but obtained a replacement lithograph, which she offered Herbert at trial. Wendy's final Declaration of Disclosure, submitted the day of trial, stated the community property furniture and furnishings were worth $5,000. Herbert was furious and wanted a full half of everything to which he was entitled.

During trial, it was discovered that Wendy would soon receive a check for about $33,000 from the insurance company, representing furniture and furnishings stolen from the house. Unknown to Herbert or his attorney was the fact that Wendy had already received $14,000 from the insurance company, as a preliminary payment.

The court ruled that the check from the insurance company should be placed into a trust account and applied to the equalization of the property as divided by the judgment. The ZDF stock was awarded to Herbert at a nominal value.

Just before the trial, at an industry luncheon, Herbert heard rumors that ZDF was about to sell out to a major firm, but had no actual knowledge of the pending purchase. Nine days after the trial, Big Electric purchased ZDF. Every four shares of ZDF stock was exchanged for one share of Big Electric stock, which was trading at $56 per share.

The parties could not agree on an equalization payment because Wendy claimed the $33,000 was mainly hers because the furniture losses included items she was to keep. Herbert discovered the additional $14,000 payment.

A. What remedy or remedies does Herbert have against Wendy in regard to the insurance proceeds? Discuss.

B. What remedy or remedies does Wendy have against Herbert in regarding to Big Electric Stock? Discuss.

Sample Question #5

Husband and Wife were married for 20 years at the time of divorce, and their two children (ages 10 and 15) resided 80% with their mother. At the time of divorce, Husband was earning over $1 million per year and Wife earned $25,000 annually as a part-time secretary. Wife has just inherited $2 million from her family (non-producing income).

Husband filed to modify the child and spousal support award. Among the issues to be decided are whether the children should continue in private school. Wife prefers this, but Husband opposes, saying "Public schools in the area are top-notch, college preparatory schools.

Husband pleads he can pay any reasonable spousal and child support, and refuses to answer the pre-hearing discovery requests of Wife.

Husband states that, because Wife has a BA and PhD in psychology, she should be earning much more than $25,000, and because of her recent inheritance she can meet the marital standard of living, so spousal support should be terminated, reserved, or at a minimum, he asks for a Richmond order.

Wife disagrees, but adds that Husband should put money into a fund to secure the children's college educations.

A. What impact does Wife's $2 million inheritance have on the decision? Discuss.

B. What is the court likely to decide on the private vs. public school issue? Discuss.

C. What impact does Wife's potential employability have on the support issue? Discuss.

D. What does the test taker think about the issue of termination, reservation, or Richmond for Special Support if the marital standard of living is currently being met? Discuss.

E. **What is the court likely to rule on Wife's request for securing the children's college education? Discuss.**

Sample Question #6

Herbert bought Horseacre, a ranch with a residence in a rural area of California, in 1997. At that time, he became employed as a salaried veterinarian for VETCO, a local veterinary clinic. In 1998, Herbert formed a professional corporation, HERBERT, D.V.M., Inc., for tax purposes. Thereafter, at Herbert's direction, VETCO paid Herbert's salary to HERBERT, D.V.M. Inc., instead of to Herbert directly.

Herbert and Wendy were married on June 30, 2000 at Horseacre, and Wendy moved into Horseacre immediately after the wedding. At the time of the marriage, Horseacre had a fair market value of $250,000 and an encumbrance of $200,000, which required interest only monthly payments with a balloon payment in the year 2007.

In 2001, the owner of VETCO decided to retire and offered to sell the clinic to Herbert at a price of $250,000. He required that Herbert pay $100,000 at the time of the sale and he agreed to carry back a note for the balance which was to be paid over five years, with interest. Herbert used HERBERT, D.V.M., INC. to acquire VETCO. In order to raise the down payment, however, Herbert needed to refinance Horseacre and use $100,000 of the proceeds for that purpose.

At the time of the refinancing of Horseacre, it had a fair market value of $350,000. Herbert therefore borrowed $300,000, which paid off the existing outstanding encumbrance of $200,000 and provided the $100,000 down payment for the acquisition of VETCO. The lender required that Wendy be placed on the loan and therefore, at the time of the refinancing, title to Horseacre was placed in Herbert and Wendy, husband and wife, as joint tenants, and both were obligated on the loan.

Herbert's corporation, HERBERT, D.V.M., INC., bought VETCO in March of 2001 for the offered price and executed a promissory note for the balance of the purchase price. This note was personally guaranteed by Herbert and secured with Horseacre, with the consent of both parties. At the time of the acquisition of VETCO, HERBERT, D.V.M., INC. had no tangible assets except for a bank account, which contained the last paycheck from VETCO in the sum of $10,000.

In March of 2003, Herbert and Wendy separated and Wendy filed for a dissolution of marriage in California. At the time of the separation, VETCO had a fair market value of $400,000. Since its acquisition, Herbert was VETCO's only veterinarian.

A. **At the trial, the court is asked by the parties to determine the character of VETCO.**

1. **What arguments should be made on behalf of WENDY in support of characterizing VETCO as community property?**

2. **What arguments should be made on behalf of HERBERT in support of characterizing VETCO as separate property?**

3. **What is the likely determination of the court as to the interests of the parties in VETCO, and why?**

B. Assume that the parties agree that Horseacre is to be sold and that its value has increased every year since Wendy and Herbert's marriage. How should the Court divide the proceeds from the sale of Horseacre?

Sample Question #7

Harvey became an extremely successful corporate executive at a young age. This was a result of his intelligence, dedication and working 15-hour days, 7 days a week, from the time he signed on with ABCO, at the age of 25. This devotion to his job meant Harvey had little time for dating, and so it was not until he was 55 that he married Wanda. Wanda was 25 when she married Harvey and moved with him to California. The parties had two children within the first two years of their marriage, Greta and Bobby.

The birth of the children did not alter Harvey's work habits. Except for the one or two weeks he took off for family vacations and a few days off for Christmas, Harvey put ABCO before his wife and children. He seldom attended the children's functions and activities and Wanda effectively raised the children on her own. However, when Harvey turned 62, he determined that he had worked long enough, and opted to reduce his work hours to that of a part-time employee. Harvey had participated in the ABCO 401(k) plan from his date of hire until his reduction in work hours. Three (3%) of his gross pay was paid into the plan each month, but the rate of return varied depending upon interest rates.

After his change in work hours, Harvey demonstrated his capacity to manage at home with the same intensity that he had managed in the corporate world. He told Wanda where and how to shop, how to dress the children, how to discipline the children and how to handle the daily household affairs. These were all functions that Wanda had performed competently prior to Harvey's participation. Wanda detested what she saw as Harvey's interference with her raising of the children and she grew tired of Harvey being at home so often. After a year of Harvey's part-time working, Wanda announced to Harvey that the marriage was over and that she was moving out of the family residence with the children. Wanda filed for a dissolution of marriage.

The parties bifurcated the issue of custody, reserving jurisdiction over property and support issues, and entered into a stipulated Judgment which provided that Wanda and Harvey would have joint legal custody of the minor children. The order also provided that the children would be in the care and custody of Harvey on alternate weekends, one overnight each mid-week, one-half of all holidays and two weeks during the summer. For one year following the effective date of the custody order, Harvey became an active and avid participant in his children's schooling and activities. He helped with homework, volunteered in class and attended school board meetings. Harvey was the assistant soccer coach for Greta's team and took Bobby to his dance classes, even on the days when the children were not in his actual custody pursuant to the custody order. Harvey was making great efforts to become emotionally close to the children when Wanda announced that she was leaving California, with the children, to return back east so that she could be close to her family. Harvey opposes the move. The parties had not yet completed the financial aspects of their dissolution and the ABCO 401 (k) Plan had not yet been distributed.

A. Assume that you represent Harvey regarding the custody issues:

1. **What procedural steps should you take? Discuss.**

2. **What arguments should you make on Harvey's behalf? Discuss.**

B. **Assume that you represent Wanda. What arguments should you make in support of her relocation from California? Discuss.**

C. **Regarding the ABCO 401(k) plan:**

1. **How should the interests of each party be determined?**

2. **In what ways can Wanda's interest be distributed?**

Your discussion should include the procedural process and the federal tax implications, if any.

Sample Question #8

Hank and Winifred were married legally in Minnesota and had two children. Hank was transferred by his employer, and he and Winifred moved with the children to San Francisco.

In contemplation of their daughter's move to California, Winifred's parents sold a home they owned in San Francisco to Hank and Winifred on an installment note. The installment note was unsecured, and title was placed in Hank and Winifred's names as community property with the right of survivorship.

Within three months of their move, Winifred was overtaken by homesickness for Minnesota and decided to leave Hank and end their marriage. When Winifred announced her decision, Hank stopped paying on the installment note, but he continued to reside in the home that had been purchased from Winifred's parents.

Hank's employer, a Minnesota corporation, had a pension plan for its employees and Hank had a substantial entitlement in that plan that was earned entirely during his marriage to Winifred. The Plan Administrator for Hank's pension plan is located in Minnesota.

After a family law case had been commenced by Winifred in the appropriate court, discovery was propounded by her attorney, consisting of interrogatories and, later, requests for admissions. Hank and his attorney entered into a stipulation with Winifred and her attorney in which they all agreed to case management. Hank did not respond in any way to the discovery Winifred's attorney had propounded.

The case dragged on for a very long time and Winifred wanted to end her marital status and get on with her life. She instructed her attorney to seek a status only judgment dissolving her marriage and declaring that she had the right to remarry. Winifred then left California and returned to Minnesota with their two children without objection from Hank. More than six months passed before the case was scheduled for trial, although the trial date was calendared before Winifred left California.

The case went to trial, which was completed in less than eight hours. Neither attorney requested a Statement of Decision prior to submitting the matter to the court for a decision.

A. **What procedural steps should be taken on Winifred's behalf to protect her interest in Hank's pension plan? Discuss.**

B. **What action(s) should be taken on Winifred's behalf regarding Hank's failure to respond to Winifred's discovery requests, including her requests for admissions? Discuss.**

C. **What action(s) should be taken on Winifred's parent's behalf to recover their real property? Discuss.**

D. **How will case management affect the discovery process under the facts of this case? Discuss.**

E. **If Winifred had retained a California attorney before filing anything and wanted to file her case in California, what procedural issues would she have faced and how should they have been resolved? Discuss.**

Sample Question #9

In March 2005, a Connecticut attorney called you, a California attorney, to refer a client, Harris, and described the following facts. The attorney told you that he and Harris desire to litigate Harris' dissolution of marriage case in Connecticut, where they believe a more favorable result could be obtained.

Set forth the strategy, advice, and rationale you should give Harris.

FACTS:

Harris and Wendy married in New York on July 4, 1988. At the time of their marriage, Harris and Wendy had been living together in an apartment in Greenwich, Connecticut for two years. Both Harris and Wendy grew up in New York, where their respective families still live.

A week before their wedding, Harris presented Wendy with a prenuptial agreement, the essential terms of which provided that:

- each party's acquisitions and earnings would remain his/her separate property during marriage;
- each party waived spousal support; and
- the agreement would be governed by the laws of the State of Connecticut.

The validity of the agreement will likely be contested by Wendy.

Harris formed his own television production company, HTV, in 1997. HTV has always been headquartered in New York City.

Harris and Wendy have two children, Charles, born July 27, 1988, and Cecilia, born January 14, 1996. Wendy has primarily raised the children, although she did set up Wendy Design, Inc., a New York corporation which allowed her to work out of the family home as a designer.

Harris and Wendy jointly acquired two adjoining homes in Connecticut. Harris also maintains a residential condominium in New York City.

In 2003, Harris' work with HTV caused him to spend time in Los Angeles. For the first year HTV produced a television show in Los Angeles, Harris rented a suite at a Beverly Hills Hotel.

In 2004, as Harris' time in Los Angeles increased, Harris and Wendy considered moving to California. In August 2004, Wendy executed a one-year lease on a home in Beverly Hills in the name of Wendy Design, Inc. On September 2, 2004, Harris and Wendy sold one of their Connecticut homes but retained and started remodeling the other. On September 4, 2004, Wendy flew to Los Angeles with Cecilia and enrolled both Charles and Cecilia in a private school. Charles drove out to California, arriving a week later. Harris continued a bi-coastal lifestyle, splitting his time between Los Angeles and the East Coast.

Since getting married, Harris and Wendy have filed Connecticut State income tax returns. With part of the proceeds from the sale of the Connecticut home, Harris and Wendy purchased Connecticut State Municipal Bonds, which are tax-exempt for Connecticut residents.

Both Harris and Wendy have New York driver's licenses, which each has had since before their marriage.

Harris and Wendy maintain a joint household checking account at a bank with branches in Beverly Hills and New York City. They continue to hold bank and investment accounts in Connecticut and New York as well. The parties' living expenses are paid by Harris' bookkeeper, who works out of the HTV offices in New York.

The parties have a fleet of luxury automobiles, three of which are registered in Nevada and used in California, two are registered in New York, and the remaining four are registered in Connecticut.

While on a ski vacation in Aspen over the 2005 Presidents' Day weekend, Harris and Wendy's martial problems reached a boiling point when Wendy stabbed Harris with a ski pole. Harris returned to the East Coast; Wendy and the children returned to California.

On March 2, 2005, Harris filed for divorce, property division, enforcement of the prenuptial agreement, and child custody in Connecticut.

On March 3, 2005, Wendy filed for dissolution of marriage, property division, spousal and child support, and child custody in Los Angeles County, California.

On March 4, 2005, Wendy, who was in Los Angeles, telephoned Harris in New York and persuaded him to immediately fly to California to see the children, who were very upset.

On March 5, 2005, Harris was served process of the California action while having dinner with Charles and Cecilia at the Los Angeles Airport. Harris promptly returned to Connecticut with the two children.

On March 9, 2005, Wendy was served process of the Connecticut action at her home in Beverly Hills.

Sample Question #10

Two lesbians by the names of Norris and Sorren were in a dating relationship for a year. Then, in 1999, they decided that they truly were life partners and purchased a house together and opened joint bank accounts.

Before moving in, they wrote up an agreement together and called it a "Life Commitment Agreement." The Agreement was very simple and read as follows:

"We realize that the laws of California do not provide for same sex marriages, but our love for each other transcends such conventions. We wish to be treated as a married couple in all legal respects, and we hope that society catches up to women like us who wish to make this serious commitment."

They each signed it in front of a notary public and put it in their safe deposit box with their other important papers.

About a year later, they decided that they wanted to have children. Fortunately, each of them had a brother who was supportive of their lifestyle, so, using non-physician-assisted artificial insemination, they each became pregnant using sperm from the other's brother.

When the children, both girls, were born in 2002, they named them "Dana" and "Kelly" and hyphenated their last names, tossing a coin to see whose name would be first, as they wanted the girls to be treated as sisters. They named each other as "father" on the birth certificates.

Norris was always the primary breadwinner, and they agreed that Sorren should reduce her work hours to part time in order to stay home more with the girls. Sorren was able to obtain a job as a night auditor for a local hotel, where she would spend about an hour every evening, and then would bring the work home to do.

In 2004, Norris was killed in an automobile accident. Her supportive sperm-donating brother was the driver, and he was killed as well. The remaining members of Norris's family, who are of an extreme religious following, were appalled at her lifestyle and are determined to seek custody, not only of her child (Dana), but of her brother's child by Sorren (Kelly). Barring that, they want grandparents' visitation rights with both grandchildren.

Sorren's stated position is that she is a widow, as they were married in every sense of the word. She claims the house as 100% hers and states that she is the only surviving parent of both of the girls. She states that the grandparents are inappropriate individuals to have custody or visitation with the girls because of their extreme religious beliefs.

Sorren's brother, the father of Norris's daughter, agrees that she should have custody of both girls, and that grandparent visitation is not in the best interests of the children. Due to the alienated relationship, the grandparents had no prior contact with the children.

A. How should the court rule regarding custody of the children and grandparent visitation? Discuss.

B. What is Sorren's brother's liability, if any, for payment of child support for Norris' daughter? Discuss.

C. Is Sorren's brother entitled to custody or visitation of Norris' daughter? Discuss.

D. What could Norris and Sorren have done to provide greater protection to each other's interests? Discuss.

Sample Question #11

In 1973 Hal, a single man, purchased a residence on D Street ("residence"). The purchase price was $50,000. Hal paid $20,000 down and his mother loaned him $30,000 for the balance, taking back a note and deed of trust for $30,000. The note was an interest only note due in full in twenty years. Hal took occupancy after the purchase. Title was in Hal's name as a "single man."

In 1977 Hal and Wilma married and Wilma moved into the residence. Over the next 15 years, starting in 1977, they spent $300,000 improving the residence. The money came from their joint earnings, money they jointly borrowed and $50,000 Wilma borrowed from her parents without telling Hal.

In 1987 Hal's mother died. At the time of her death, all payments on the note were current. Just prior to her death she told Hal (in Wilma's presence) that she forgave the balance due on the note. In addition, Hal and Wilma each inherited $50,000 from Hal's mother's estate. They each received separate checks from the estate. Hal gave his check to Wilma, who was a CPA and handled all of their financial matters. Hal told Wilma that he wanted the $50,000 that he inherited to be put in his money market account, which was in his name only.

Wilma thought Hal was nuts not to invest the money and without his knowledge she invested her $50,000 and Hal's $50,000 in the stock market. She bought shares (in their joint names) in two companies: Widget, Inc. ($50,000) and Robust Corp. ($50,000).

In 2004, Hal and Wilma separated and filed an action for dissolution. They have been able to reach the following stipulations on the eve of trial:

- The residence had the following values on the dates set forth:

  1973 $ 50,000
  1977 $ 80,000
  Trial $700,000
- All of the loans used to improve the residence have been paid in full from community funds except the $50,000 from Wilma's parents, which remains unpaid.
- The community paid $25,000 for real estate taxes during the marriage.
- At separation, the residence was still titled in Hal's name as a "single man."
- The improvements to the residence have contributed to its increased value.
- The Widget, Inc., investment is now worth zero since Widget filed for bankruptcy and was dissolved.
- The Robust Corp. investment is now worth $200,000.
- The loan forgiveness was a valid gift.

A. How should the court rule on the issue of the parties' respective interests in the residence and the community's liability (if any) on the loan from Wilma's parents? Discuss.

B. How should the court rule on the parties' respective claims regarding the two stock purchases? Discuss.

Sample Question #12

H and W were divorced in 1998 while living in Idaho. There are six minor children and each parent has physical custody of three. The Marital Settlement Agreement (MSA) provides that H will pay child support of $500.00 per month even though the Idaho statewide guideline amount is $584.00.

The MSA has this provision: "All matters affecting the interpretation of this agreement and the rights of the parties hereto shall be governed by the laws of the state of Idaho."

W moved to Oregon the week after signing the MSA and took a job paying $5,000.00 per month. H continued his employment as a truck route driver for the waste management company earning $2,500.00 per month.

In 2002, H's aunt died at her home in Los Angeles. She left her entire estate to H. In 2003, the estate distributed to H $300,000.00 in cash, a small six unit apartment building producing $2,000.00 per month gross, a beach front home in Malibu, a cottage in Carmel, and 200 acres of non-income producing land near a popular amusement park in Santa Clarita.

H quit his job and sold his Idaho home netting $200,000.00. He and the three children in his custody moved into the Malibu house. He called W to share the news of his new wealth.

While residing in Oregon, W requested child support services from the Los Angeles County Local Child Support Agency (LCSA), which registered the Idaho order and filed a motion to modify support in line with H's new income, estimated to be $10,000.00 per month.

H filed an Income and Expense Declaration claiming income of $3,000.00 per month in his new profession of "Property Manager." H also filed a Responsive Declaration to Notice of Motion. In it, H says that California has no jurisdiction to modify the order – it can only enforce the order. H further contends that, if California does find a basis for modifying the order, the MSA choice of law provision controls and requires application of Idaho law.

H also objects to imputing income because he is only getting $3,000.00 per month in rental income and the California statutes speak of imputing "earning capacity," which he contends means income from work. Further, H asserts, California has a three-prong test dealing with ability, opportunity, and willingness to work that does not apply to him given his new profession of property manager.

A. Can California exercise jurisdiction to modify the Idaho child support order? Discuss.

B. If California exercises modification jurisdiction, which state law should it apply? Discuss.

C. Assuming California statutory and decisional law applies, as they might apply to the facts, how should the court determine H's income? Discuss.

Application to take the Certified Legal Specialist Examination

Examination Date: October 27, 2015

Registration Deadline: October 1, 2015

You are eligible to take the examination if you have been practicing in the specialty area since January 2014. Registration with payment will guarantee your space in the test center. Registration fees are non-refundable, non-transferable, and applicable only to the October 2015 administration of the legal specialist examination.

State Bar Number: _____

We will communicate with you via your address, phone, and e-mail as provided in your "My State Bar Profile" under private contact information. To update your profile, visit www.calbar.ca.gov and log on with your State Bar username and password. For assistance with updating your profile, contact Member Services at (888)800-3400.

Examination Registrant's Name: _____

1. Subject Matter

Examination for which you are registering (Please check one box):

- ☐ Admiralty & Maritime
- ☐ Appellate – Civil
- ☐ Appellate – Criminal
- ☐ Bankruptcy
- ☐ Criminal – State
- ☐ Criminal – Federal
- ☐ Estate Planning, Trust & Probate
- ☐ Family
- ☐ Franchise & Distribution
- ☐ Immigration & Nationality
- ☐ Legal Malpractice
- ☐ Taxation
- ☐ Workers' Compensation

2. Test Center

- ☐ Southern California (Pasadena Convention Center)
- ☐ Northern California (Oakland Convention Center)

3. Choose Handwriting or Laptop/Netbook

Please read the laptop/netbook bulletin available at www.californiaspecialist.org which sets forth the requirements for using a laptop/netbook to take the examination.

I wish to take the essay portion of the examination using the following method (check one):

- ☐ Handwriting
- ☐ Typing on Laptop/Netbook. (Please review and sign the Release of Liability Form on page 3).

4. Payment Options

The following payment is enclosed (check one):

- ☐ Enclosed Check made payable to The State Bar of California
- ☐ Enclosed Money Order made payable to The State Bar of California
- ☐ MasterCard or Visa (complete and sign the credit card authorization form on the last page)

5. Source

How did you learn about the legal specialization program? (check all that apply)

- ☐ A colleague
- ☐ State Bar Website
- ☐ Information booth at conference: _____
- ☐ Mailing or e-mail to State Bar of California section members
- ☐ California Bar Journal
- ☐ Other: _____

The undersigned states:

- I am an active member of The State Bar of California.
- I understand that the examination is the first step in the certification process and that if I am successful on the examination, I will be required to file an application for certification with the appropriate fee demonstrating compliance with all other requirements of the legal specialization program, including education, tasks and experience, and recommendations, on or before April 27, 2017 before my application can be considered by the California Board of Legal Specialization.
- I am aware that the requirements for becoming a certified specialist are set forth in the Rules and Standards available at www.californiaspecialist.org and that the California Board of Legal Specialization recommends that I review these rules prior to applying to be sure that I can meet the requirements by January 31, 2019, if I have not fulfilled these requirements prior to taking the examination. After that date, the examination results will no longer be valid and I will need to take the examination again to continue with the recertification process.
- I understand that the program is self-funded, and, if certified, I will be required to pay an annual fee and to recertify every five years, though I will not need to take the examination again.
- I understand that any and all fees related to this examination are non-refundable, non-transferrable, and applicable only to the 2015 Legal Specialization examination and not any future examination.
- I understand that failure to make a truthful disclosure of any fact or item of information required may result in denial of my registration, revocation of my certificate of specialization, if granted, or referral to disciplinary investigation by The State Bar of California.

I have carefully read the foregoing and declare, under penalty of perjury under the laws of The State of California, that the information I have provided is true and correct.

Executed on _____ at _____ , California
(Date) *(City and/or County)*

Signature _____
(Please print and manually sign this document or use Adobe's e-signature function.)

Before mailing, please check to see if you have:
1) Answered all questions.
2) Signed this registration application and if you plan to use a laptop, the Release of Liability.
3) Enclosed payment or filled in the attached credit card authorization form.

Mail or fax application and payment to:

Mail: Department of Legal Specialization
The State Bar of California
180 Howard Street
San Francisco, CA 94105
-or-
Fax (with Credit Card Payment Page):
415-538-2180.

You will receive an e-mail confirmation and receipt when your application has been processed.
THANK YOU!

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RELEASE OF LIABILITY – LAPTOP COMPUTER PROGRAM

I, _____ , acknowledge that the California Board of Legal Specialization of the State Bar of California (Board) is allowing examination applicants to use personal laptop computers with pre-installed SofTest software from ExamSoft (Software) to take examinations administered by the Board. I understand that the use of personal laptop computers is offered by the State Bar of California (State Bar) as a convenience to me and that the State Bar does not warrant or guarantee said Software. I agree to bear sole responsibility for the use of said Software and I hereby release the State Bar (its Board of Trustees, officers, agents, representatives and employees, as the same may be constituted now and from time to time hereafter), including the Board, from all liability, claims, damages, or demands for personal injury or property damage, arising from or related to my use of a personal laptop computer during the examination. I further acknowledge that the State Bar does not warrant or guarantee the Software nor does it accept any liability in the event there is a technical or mechanical failure of the personal laptop computer and all associated equipment, Software and/or associated materials during administration of an examination, the uploading of my examination answers, or in the printing of my examination answers.

I will accept the use of SofTest under the provisions of the ExamSoft click license at the ExamSoft website and agree to be bound by its terms and conditions. By my election to use a personal laptop computer to take an examination administered by the Board, I also agree to begin or continue the examination by handwriting in the event there is any malfunction, or issue with access to, the computer, Software, electrical system or such other items associated with administration of the examination; and, understand I will not receive a refund of the fees I paid to use my laptop computer if any of these events should occur. I agree: 1) that I will exit the exam file upon the conclusion of each examination session; 2) that I will not attempt to access my exam file(s) following the examination for the purpose of altering my answers; 3) that I will upload the exam file(s) that contain the examination answers, which I completed during the examination, by the published deadline; 4) that a deduction of ten scaled points will be taken from my total written scaled score if I fail to upload my answer file(s) by the published deadline and, 5) that I will receive a grade of zero (0) for each answer not uploaded timely if I fail to upload my answer file(s) within two (2) weeks of the published deadline.

Date of Examination Administration: October 2015 Legal Specialist Examination

Bar Number: _____

Applicant Name (please print): _____

Applicant Signature: _____

(Please print and manually sign this document)

Date: _____

The State Bar of California
Board of Legal Specialization
Legal Specialist Examination
Payment Page

Bar Number: _____

Name: _____

Legal Specialization Examination Fees if valid payment is received between

<u>September 2, 2015 and October 1, 2015</u>: (please select one)

☐ **$600** - Examination registration without laptop fee

☐ **$750** - Examination registration with laptop fee (applies to Registrants who wish to type the essay portion of the exam on their laptop/notebook rather than handwrite answers)

Payment Options:

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☐ Credit Card – Complete and return Credit Card Authorization below

Credit Card Authorization:

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Only Visa and MasterCard credit cards are accepted.

Credit Card Number: _____

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By my signature on this document, I hereby authorize The State Bar of California to charge my Visa or MasterCard account for the amount that I have entered in the "total" box above. Registration fees are non-refundable, non-transferable, and applicable only to the Legal Specialist Examination to be administered in October 2015.