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1. Was Venue Properly laid in the eastern District of California

The issue here is whether venue was proper in the Eastern District of California

The federal Rules of Civil procedure (FRCP) state that venue is proper in an array of manners including:

- In the state where all of the D's reside,
- The district where any D resides,
- Where the injury occurred/where the contract was performed
- Where the contract was entered into

Defendants Citizenship

In the facts we are aware that Shearer the plaintiff in this matter is a Nevada citizen, the fact pattern however is silent on Jiff (the defendant's state citizenship or where he resides). As such the element of Shearer's state citizenship is irrelevant as it is not a ground in which venue is determined.

Contract signed in Reno, Nevada

The facts outline that the contract was signed in Reno Nevada, and again not in California, this provides grounds for the venue to be in Reno Nevada and not in California

Injury/damage occurred in Reno Nevada

The facts again highlight the fact that the contract for services was due to be performed in the beauty salon operated also in Reno Nevada. In line with this, while executing the contract Jiff broke the vase in the beauty saloon in Reno as therefore this is where the damage/injury happened. This is another ground to place the proper venue in Reno as opposed to the eastern district in California.

In light of the elements above, including that the facts are silent on Jiff's citizenship, the contract was entered into and due to be performed in Reno Nevada, and the damage giving rise to the action occurred also in Reno Nevada, absent any agreement between the parties to bring venue in the eastern district in California, it would appear that the venue was not properly laid and should have been brought in Reno Nevada, or where Jiff

resides.

2. Did the court Err in denying Shearere's Motion to compel

The issue here is firstly, whether shearers request was proportional and relevant, secondly if his motion to compel was warranted.

Firstly preliminary considerations for discovery requests:

In determining whether discovery requests should be adhered to various facts will be considered including:

- Whether what is sought is relevant,
- If the subject of discover falls under the work product rule and exceptions,
- Whether the information is subject to any privileges,
- If the request is proportional i.e unnecessarily burdensome, frivolous,
- Requests for expert information

Here the subject of Shearers motion to compel is evaluations of Jiff's customers in the past year. This is highly relevant as it speaks to the manner in which jiff works, customer evaluations would shed a light on whether jiff is routinely negligent and careless in his handling onf client property which would bare weight in sherers negligence claim against jiff. As such, what is being sough is relevant. Additionally, these documents are also proportional as there is no indication that he is requesting anything frivolously or with an intent to be burdensome, a time limit (records in the [ast year) inidcate that this request is limited and does not have the potential to go on or send jiff on a wild goose chase. As such this request is also proportional. There is also no indication of any privileges that would apply in this matter or that this is the subject of a work product completed by jiff to aid in his case, as such thw work product rule will not appy here. Therefore the request is right.

Secondly was the motion to compel warranted?

The issue here however lies in whether jiffs means of requesting this record was correct. Based on the FRCP, each part is entitled to discovery of documents or facts in an array of ways including via motion's to compel, a request or for non parties subpoena. A party might only utilise a motion to compel where the party has sent a document request to the

other party, the opposing party has not adhered to the request or has not provided sufficient documents and the seeking party has made attempts to confer with the opposing party to no avail. Then in this situation a party may bring a motion to compel via the court to access such documents.

Here Sheerer has made no attempt to send a simple request or to confer with Jiff and has rather moved for a motion to compel which would not be warranted here.

As such the court did not Err in its decision to deny Sheerer's motion.

3. May Jiff take advantage of the judgement in the first suit in defending against the second suit?

Issue preclusion - defensive issue preclusion

The issue here is whether Sheerer is precluded from bringing the claim again based on defensive collateral estoppel (Issue preclusion)

A party may be barred from bringing a case based on Issue preclusion where:

- the party who it is sought against was a party in the original suit (or where there is a mutuality jurisdiction both parties must be the same)
- the issue was actually litigated and decided on the merits
- the party had a full and fair opportunity and incentive to litigate the issue
- the decision reached was final

Here it is apparent that Sheerer was a party in the initial suit, additionally the decision reached a final judgement which was clearly with prejudice and on the merits thus showing that it was final and on the merits. Furthermore the same issue surrounds this subsequent case, i.e. that Jiff's lack of due care caused the breakage of the vase based on identical facts between the two cases. Whether Jiff may defensively use this doctrine to protect himself and allow the court to infer a judgement in Jiff's favor yet again, is whether Sheerer had a full and fair incentive to litigate the matter in the initial negligence suit. This would be met as the amount in question initially was a 100,000 dollar damage, this is a good sum of money that would have incentives Sheerer to properly litigate this issue.

As such, Jiff will be able to use the initial judgement in the first case to achieve a

judgement on his favor in this case.

Permissive and mandatory joinder

Jiff may also utilize the theory of mandatory joinder to prevent sheerer from bringing this second suit. FRCP states a party will be bared from bring another suit where an initial suit was brought which arose from the same transaction or occurrence and from a common nueclus of facts. Here if the party could have brought this action in the first suit but failed to do so they are not permitted to bring it subsequently.

In this scenario, it is clear that both the initial suit and the subsequent suit turn on the same facts and issue, jiff's breakage of the vase. Sheerer should have brought this subsequent breach of contract in the initial suit as furthermore it was even brought in the same court. As such jiff could argue that based on mandatory joinder sheerer will not br permitted in bringing the second suit.

As such, jiff may take advantage of the judgement in the first suit in defending against the second suit.

Question #1 Final Word Count = 1209

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