

**MASSACHUSETTS BAR EXAMINATION  
SECOND DAY JULY 26, 2012  
ESSAY SECTION  
MORNING PAPER QUESTIONS**

1. You are the attorney for Town’s School Committee. You have just been told that the School Committee will vote on the following four matters at their next meeting:
  - a. The Followers Club, a nonprofit Christian organization for children age 6 to 12, has asked for permission to use a school classroom after school on Thursday nights to hear Bible lessons, sing religious songs, and pray. The Followers Club’s request is pursuant to the School Committee’s policy to allow local nonprofit organizations to use the school buildings after school hours for instruction, recreation, education or social purposes, but not for religious worship. In the past, the School Committee has not approved the requests by any religious organization to use the school facilities.
  - b. Massachusetts law provides that “Each teacher, at the commencement of the first class of each day in all grades in all public schools, shall lead the class in a group recitation of the ‘Pledge of Allegiance to the Flag.’” The School Committee has a policy making student or teacher involvement in the Pledge of Allegiance voluntary. Alex, a high school student, has asked the School Committee to pass a new policy ending all recitations of the Pledge of Allegiance in the schools since the Pledge contains the phrase “one nation under God” which Alex and some other students find offensive to their religious beliefs.
  - c. Betty, a high school student, has asked for permission to have the high school students elect a student to give a one-minute invocation, which might be a prayer, over the loudspeaker system before the high school’s varsity football games.
  - d. Coach, who coaches the high school’s varsity football team, has asked the School Committee to pass a policy requiring all high school students to consent to urine analysis testing for drugs in order to participate in any school extracurricular activity.

What legal advice will you give the School Committee as to these matters?

2. The plaintiff, Jane, brought a civil action for negligence in Superior Court against the defendants, Mary and Tom, for injuries and damages from an accident when Jane was hit by a van driven by Tom while she was crossing State Street. Mary and Tom asserted cross claims against each other. Jane alleges that Mary drove her yellow Neon automobile through the intersection of State and Main Streets when she crashed into Tom's van while he was making an illegal turn on State Street. Tom lost control of the van and struck Jane while she was crossing the street. Jane was taken by ambulance to Hospital where she was treated for serious injuries. Several days before the accident, Mary brought her Neon into Garage for service complaining that the brakes squeaked and made a grinding sound when applied.

At trial, before a Superior Court jury, the parties offered the following evidence and objections were made to their admission:

- a. Jane called Bill, a mechanic at Garage. Bill testified that Mary brought her Neon to Garage several days before the accident and that Ed, a co-worker, inspected the brakes and told him, "There is a leak in the line." Bill overheard Ed talk to Mary when she came to pick up the Neon. Ed said, "There's a leak in your brake line. Do you want it fixed now?" Mary said, "No, I'm running late. I'll take care of it later." Bill also testified that while Mary was leaving Garage, he heard Mary say to her son, "I have to drive slowly, my brakes are bad." Bill also testified that Garage fixed Mary's brakes after the accident.
- b. At Hospital, Nurse asked Jane, "What happened?" Nurse noted Jane's response in the Hospital records. Jane was in shock and complained that she was in pain. According to what Nurse wrote, Jane told her that she was hit while crossing the street. "The traffic signal said "don't walk" but I crossed anyway. I didn't see any cars coming and people were crossing in front of me." Tom called Nurse to testify about Jane's statements.
- c. Al, a witness to the accident, testified at his deposition that the light turned red as Mary went through the intersection at a high rate of speed. Mary's attorney has since learned that Al told Friend that he did not see the light but only the crash. Mary's attorney also learned that Al was color blind and subpoenaed the records of Al's eye doctor. At the time of trial, Al is unavailable and Mary's attorney offered Al's deposition testimony. Mary's attorney also called Friend to testify about what Al told her. Also, Mary's attorney called Al's eye doctor.
- d. Tom testified and when cross-examined by Mary's attorney, Tom was asked about:

1. His misdemeanor conviction (non-criminal) for a motor vehicle violation in 2008;
  2. His felony conviction in state court for armed robbery in 2011 which is on appeal;
  3. His finding of delinquency as a juvenile for malicious destruction of property in 1998; and
  4. His arrest for breaking and entering three months before trial. The case was continued without a finding and three months probation.
- e. At the time of the accident, Dan was working across the street pumping gas. His co-worker, Walt, was working on a car. Dan saw the crash. After he finished pumping the gas, Dan said to Walt, "Another accident. The Neon ran the red light. That light has been stuck on red all day." Carol also witnessed the accident. She called her sister Pat on the phone and said, "Oh, my God, a car ran a red light, hit a van and the van ran over a woman crossing the street. I hope she's okay!" Dan and Carol were unavailable for the trial. Mary's attorney called Walt and Pat to testify about the statements made to them by Dan and Carol.
- f. After crashing into Tom's van, Mary ran over to where Jane was lying on the ground unconscious and injured. Mary said, "Sorry, it was my fault. I wasn't able to stop." Tom called Harry who was at the accident scene and heard Mary's statement, but did not see what happened, to testify about Mary's statement.

How should the trial judge rule on each objection?

3. Kathy, who was divorced, bought a 100 acre farm with a farmhouse (“farm”) in Massachusetts in 1978. The farm was bounded on the north by land owned by Ned, on the west by land owned by Wendy, on the east by a river and on the south by a municipal airport. Since 1945, the farmhouse had been supplied with electricity by overhead wires which crossed over Wendy’s land pursuant to a written easement agreement granted to Kathy by Wendy and recorded in the Registry of Deeds.

In 1979, Kathy noticed Ned cutting across the northeast corner of her land in order to reach his newly constructed barn from the public road. Ned used this shortcut regularly since 1979, except for a few weeks each winter when the snow was too deep or when he was in Florida. In 1989, Ned sold his land to Jenny, who continued to use the barn and shortcut in the same manner as Ned. As a result of constant use, the path essentially became a quarter-mile dirt road between the barn and the public road.

In 2000, Wendy died and Kathy purchased Wendy’s land from Wendy’s estate. Shortly thereafter, Kathy sold the land she purchased from Wendy’s estate to Bert, giving Bert a deed which made no mention of the easement for the electric lines.

In 2008, Kathy became ill and asked Sean, her only child, to return home to live with her. Without Kathy’s knowledge, Sean, who was heavily in debt from gambling losses, signed Kathy’s name to a deed conveying the farm to himself. Sean then mortgaged the farm to Savings Bank, signing a promissory note and a mortgage. He used the mortgage proceeds to pay off his gambling debts.

Kathy died in 2011 without a will. After her death, Sean had the farm surveyed and subdivided into several lots, including one lot which contained the farmhouse. He sold the farmhouse lot to Dale, paying a portion of the sale proceeds to Savings Bank to obtain a release of the farmhouse lot from the mortgage. Dale operated a dairy farm on the farmhouse lot.

Sean then recorded in the Registry of Deeds a restriction which limited the remaining lots to single-family residential use. Sean did not obtain the consent of Savings Bank to this restriction. He subsequently sold one of the lots to Paula and again applied a portion of the sale proceeds to his mortgage to obtain a release of the lot by Savings Bank. Sean later sold the remaining lots to Jack, a house builder, by a deed subject to the mortgage to Savings Bank, which Jack agreed to assume and pay. Savings Bank was not informed of the sale.

In January 2012, the airport commenced operating a new runway, resulting in airplanes constantly taking off directly over Dale's dairy farm, disturbing his cows and substantially lowering the quantity and quality of their milk.

After Jack failed to make mortgage payments earlier this year, Savings Bank foreclosed the mortgage and sold the lots which Jack had purchased from Sean to Carnival at a foreclosure sale. Paula has learned that Carnival plans to open an amusement park on the lots it purchased at the foreclosure sale. Bert has demanded that Dale remove the electric wires from his land.

What are the rights of the parties?

4. Acme was a closely-held Massachusetts corporation formed in 2000 to manufacture and distribute industrial adhesives. Brian, Charles and David were shareholders and directors, each owned one third of the Class A common stock, having formed Acme after working for many years at InCo, another Massachusetts based industrial manufacturer. Brian, Charles and David, upon their departure from InCo, were sued by InCo for breach of certain fiduciary duties.

Mary was an attorney specializing in corporate and tax matters. Prior to 2000, she had performed estate planning work for both Brian and Charles. Additionally, Brian, Charles and David had sought Mary's advice in forming Acme and defending the InCo suit. Mary conducted a successful litigation defense of the InCo suit resulting in a favorable settlement. Also, Mary had spent approximately 500 hours of legal work on Acme's corporate start-up. Brian, Charles and David were enormously grateful for Mary's work. However, they had difficulty paying Mary for her legal services, having invested all of their money in the start-up of Acme.

In 2001, Mary met with Brian, Charles and David to discuss her unpaid fee. At that meeting Mary proposed, in writing, that they pay her fee with a \$50,000 cash payment and non-voting stock equal to 10 percent interest in Acme. Mary suggested that Brian, Charles and David consult another attorney to review her fee proposal for its fairness. Brian, Charles and David chose not to consult with another attorney, as they trusted Mary, and they were very satisfied with the proposal. At the time, Acme's accountant valued Mary's proposed 10 percent interest in Acme at \$5,000. Mary then drafted the necessary documents to create a new class of non-voting stock, Class B common stock, identical in all respects to the Class A common stock, except for its non-voting status. Brian, Charles and David were the only holders of Class A voting stock. In particular, Acme's articles of organization were amended to provide, in relevant part, the following:

*"Shares of Class A common stock and Class B common stock shall be identical in all respects, except that shares of Class B common stock shall not possess or enjoy any voting rights or powers, and no holder of Class B common stock shall be required to receive notice of any meetings of stockholders of the corporation. Holders of Class A common stock shall have exclusive voting power and shall be entitled to one vote in respect of each share of Class A stock issued and outstanding."*

In 2003, Acme adopted an employee profit-sharing plan, setting aside 20 percent of Acme's net operating income for distribution. In 2004, Acme began to make a profit, and Mary advised Brian, Charles and David to distribute the profit equally among themselves, as a merit

bonus. Thereby, Brian, Charles and David received a \$10,000 bonus for the 2004 year. In 2005, Mary began to encounter personal financial difficulties and borrowed \$75,000 from Acme, pledging her Acme stock as security. Mary paid the interest on the note, but did not pay the note when due, and Acme extended the payment date a couple of times. In 2007, Acme forgave the note entirely because of the long-standing relationship between Brian, Charles, David and Mary.

Later in 2007, Acme decided to use the services of a new corporate attorney for all of its legal work. Mary did not perform any further services for Acme. However, each year thereafter, Mary continued to receive Acme's financial statements and was invited to the annual shareholder meetings, which she occasionally attended. Acme continued to prosper. Also in 2007, Acme adopted a restated employee profit-sharing plan, whereby one-third of the net operating income went to a fund that was distributed equally to employees, including Brian, Charles and David. Twice a year, Brian, Charles and David also paid themselves additional merit compensation, which they divided equally.

In 2010, Mary wrote to Brian, complaining that he, Charles and David, were effectively taking disguised dividends from Acme without any pro-rata distribution due to her. Brian angrily replied on behalf of Brian and David, that Mary, as a Class B minority stockholder, was not entitled to any of the hard-earned profits. Between 2003 and 2010, Brian, Charles and David received additional merit compensation of \$20 million, which was, in addition to both their annual income from the employee profit-sharing plan and annual salaries which they allocated according to their Class A stock ownership.

Later in 2010, Mary filed a civil action in the Massachusetts Superior Court against Acme, as well as Brian, Charles and David individually. The defendants filed a motion to dismiss.

What are the rights of the parties?

5. Ella executed her will in 1935. She was represented by an attorney in the will's preparation and execution. In the will, Ella established a testamentary trust that provided, upon Ella's death, a life estate for Ella's husband, and, upon his death, life estates for their two granddaughters, Frances and Ruth. First Commonwealth Bank (the "Trustee") was empowered to pay income from the trust to the beneficiaries in such amounts and at such times "as Trustee, in the Trustee's opinion, shall deem proper." Trustee was also authorized to use portions of the trust principal "to provide for the suitable support and comfort of the beneficiaries during their respective lives."

The will also provided:

Upon the death of either of my granddaughters, Frances and Ruth, leaving lawful issue, I direct Trustee to pay such lawful issue that portion of the income of the trust as would have been paid to said deceased granddaughter until such time as my surviving granddaughter shall decease, and, upon the death of such surviving granddaughter, I give, devise and bequeath the balance of the trust fund, in equal shares, to the legal issue of both said granddaughters, Frances and Ruth, to have the same forever, and this trust shall terminate. In the event that one of my granddaughters shall decease leaving no legal issue, I direct Trustee to pay the income of the trust in the manner herein before provided, with the same discretion as to the payment of any part of the principal thereof to and for the benefit of my surviving granddaughter so long as she shall live, and, upon the death of my last surviving granddaughter, leaving legal issue, I give, devise and bequeath the balance of the trust fund to the legal issue of said deceased granddaughter in equal shares, to have the same forever, and this trust shall terminate.

Ella died in 1936, and her husband died in 1950. Frances, who was born in 1925, and her husband had one daughter, Linda, who was adopted in 1949 when Linda was two years old. When Frances died in 1996, Trustee refused to pay Linda any funds. Trustee reasoned that under the statutory rule of construction at the time of Ella's death, the term "issue" excluded adopted great-grandchildren from taking an interest under a trust instrument unless it "plainly appeared" that the testator had a contrary intent. Trustee, who received compensation in the amount of \$400 per month for Trustee's services, was unaware that the statute was amended in 1958 to include all adopted descendants absent the testator's stated contrary intent. Linda, in her will, left her entire estate to Massachusetts College.

In 2000, Ruth, who was 70 years old and had never married, filed a petition in probate court to terminate the trust and pay the remaining principal outright to her.

What are the rights of the parties?

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AFTERNOON PAPER QUESTIONS**

6. Big is a national chain of grocery stores, based in Florida, with over 20 stores in Massachusetts. Sarah worked for many years as an hourly employee at Big's store in Boston. Earlier this year Sarah realized that she was not being paid for all of the hours that she worked each week at Big, when she caught her Big store manager secretly altering Sarah's time card to reduce the number of hours for which she was to be paid. When Sarah spoke to her friends, Jill and Mary, who worked as hourly employees for Big at other stores in Massachusetts, she learned that this improper reduction of employee work time was similarly occurring in other Big stores in Massachusetts.

Accordingly, Sarah, Jill and Mary went to Alice, an attorney, who (after satisfying the necessary administrative prerequisites at the Attorney General's Office) filed a class action suit in Superior Court against Big for non-payment of wages on behalf of Sarah, Jill, Mary and approximately a thousand other similarly situated Big hourly employees.

- a. Eighty days after the Complaint was filed, the plaintiffs served the Summons and a copy of their Complaint by U.S. first class mail, return receipt requested, on Big's President at Big's corporate offices in Florida. Big filed a motion to dismiss. The plaintiffs opposed this motion.
- b. Big also timely filed an Answer to the Complaint. Fifteen days later, Big filed an Amended Answer including three additional affirmative defenses. The plaintiffs then filed a motion to strike the Amended Answer. Big opposed this motion.
- c. In discovery, the plaintiffs learned that many Big employees from every Big store in Massachusetts had complained about having time improperly taken off of their time cards. The plaintiffs then filed a motion to certify the class of plaintiffs alleged in the complaint. Big opposed this motion.
- d. Also during discovery, Jill died of natural causes. Big moved to dismiss her claims as extinguished by her death. The plaintiff opposed this motion to dismiss and cross-moved to substitute Jill's estate for Jill as a party in the action. Big opposed the cross-motion.

- e. The plaintiffs served a set of interrogatories on Big by mail. Forty-seven days later, the plaintiffs filed a request for default with the Court against Big on the basis that Big had not responded to these interrogatories. Big opposed this motion.
- f. Big separately noticed the depositions of Mary and of Mary's husband Zeke for a date three weeks later (with Mary at 10 a.m. and Zeke at noon), and included with each of these deposition notices a request that Mary and Zeke bring with them to their deposition a copy of their respective personal calendar. Big had a process server personally serve both notices of deposition, with a subpoena, on Mary and Zeke at their home. The plaintiffs moved to strike these requests for Mary's and Zeke's calendars. Big opposed this motion.
- g. During the trial of the matter, Big filed a motion for a mistrial and for the trial judge to recuse himself. Big's counsel claimed that during a break in the trial the trial judge stated in chambers (and off the record) that Big had no legitimate defense to the plaintiffs' claims and should be ashamed of itself for not settling the case. The trial judge denied making any such comment. The plaintiffs opposed the motion.

How should the Court rule on these motions?

7. Mike was the Chief Executive Officer of a Massachusetts company (“Techcorp”) during the summer of 2001 when he met Deborah, a 16-year-old intern working at Techcorp. Shortly after Deborah left Techcorp at the end of the summer, Mike and Deborah started dating. In February 2002, Mike and Deborah executed an ante-nuptial agreement stating that (a) Deborah waived all rights to alimony or any other support from Mike; and (b) any debts incurred by either of them after marriage would be the sole responsibility of the spouse who incurred them.

In March 2002, Mike and Deborah eloped to Boston, where they were married. They did not tell Deborah’s parents about the marriage. Deborah lived with Mike in his condominium under protest from her parents. After their marriage, Mike began to drink alcohol heavily and use illegal drugs on a regular basis. He was frequently impotent.

The couple separated in November 2005, after several years of unsuccessfully attempting to have children. At the time of the separation, the couple was on a waiting list for donor eggs to pair with donor sperm for in-vitro fertilization (“IVF”).

In January 2006, donor eggs became available, and Deborah sought Mike’s consent for Massachusetts Fertility Clinic (“MFC”) to begin the IVF process. Mike refused initially, but agreed after Deborah, who was desperate to have a child, threatened to disclose his substance abuse problems to Techcorp. Deborah subsequently underwent several unsuccessful IVF treatments. The clinic required a new consent form from Mike for each treatment. On the consent forms, Mike added a notation that he was signing pursuant to the February 2002 agreement. In November 2006, Mike executed a consent form for a procedure that resulted in Deborah’s pregnancy. Deborah gave birth to Tim in 2007.

After Tim’s birth, Deborah requested child support from Mike, who refused. Around the same time, Deborah was sued by Commonwealth Substance Abuse Center (“Commonwealth”) for charges incurred by Mike when he entered Commonwealth’s inpatient treatment program. Also around the same time, MFC sued Mike for the cost of the IVF treatments. Deborah decided to divorce Mike after Deborah’s new boyfriend proposed marriage to her.

What are the rights of the parties?

8. In 2011, Acme Corporation's ("Acme") president contacted Brenda, a vice president of Small Corporation ("Small"), which was located in Texas and was one of Acme's competitors. Acme's president persuaded Brenda to leave Small and join Acme as executive vice president. Brenda uprooted her family and moved, at her own expense, to Massachusetts, where Acme was located, and went to work for Acme. Brenda did not sign an employment agreement with Acme. Shortly after Brenda came to work for Acme, Acme's president told Brenda that the real reason he "stole" her from Small was to gain access to Small's customer list and trade secrets and then asked Brenda to give him that information. Brenda had not signed either a non-competition agreement or other written agreement with Small but called Small's president and told him of the request. Small's president told Brenda that if she divulged the information, "I will personally make sure that you never work in this industry again." Brenda, not sure of what to do, called Linda, Small's in-house attorney when Brenda worked there. Brenda told Linda of her dilemma to which Linda replied "I don't care. They fired me about a month ago." Fearful of losing her job at Acme, Brenda gave Acme's president a copy of Small's customer list as well as documents summarizing Small's trade secrets. Upon receiving the information, Acme's president fired Brenda stating "If you would betray your former employer, you could betray me in a heartbeat."

While looking for work, Brenda learned that Acme's president had been telling people in the industry, including prospective employers, that Brenda could not be trusted. She also learned that Small's president, when contacted by prospective employers, falsely stated that Brenda had left Small because she had sexually harassed some employees.

Unable to find work, Brenda became very depressed and started drinking alcohol regularly. One evening after consuming four vodka martinis at Pub, she left Pub and walked to her car. Pub's bartender followed her out the door because he was concerned that she might try to drive a car in her condition. He took her car keys and called Cab Company to take her home. A cab, driven by Martin, arrived shortly thereafter. Martin had been recently hired by Cab Company which did not perform any type of background check on him before hiring him. In the three-year period before being hired, Martin had received several speeding tickets. Five years ago, Martin had pleaded "no contest" to a charge of driving while under the influence. While

driving Brenda to her home, Martin assaulted Brenda beating her severely and leaving her by the side of the road.

What are the rights of the parties?

9. On August 30, 2007, Larry, the owner of a local construction company, purchased a new Mighty Max truck from Boston Mighty, a dealer of Mighty Automobile Corporation (“Mighty Co.”). Mighty Co. was a manufacturer of commercial grade trucks. The terms of the sale included the following “Mighty Max Standard Manufacturer’s Warranty” that covered the truck’s engine for 24 months after delivery:

*“This Warranty is made expressly in lieu of any other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and of any other obligation or liability on the part of the manufacturer including without limitation of the foregoing, consequential and incidental damages.”*

The 24 month engine warranty expired on August 30, 2009. In September 2010, Tom bought the used Mighty Max truck from Larry for \$70,000. Tom was neither apprised of, nor provided with, any written copy of the warranty, nor informed of any such disclaimers by Larry.

In December 2011, Tom began to hear noises coming from the truck’s engine compartment and towed the truck to Vincent’s Repair Shop (“Vincent’s”) for repairs. Vincent’s was an authorized Mighty Max parts and service dealer. The business relationship between Vincent’s and Mighty Co. was outlined in an approved agreement entitled, “Authorized Parts and Service Dealer Agreement”. The agreement stated that Vincent’s was an independent contractor. Further details of the agreement stated that Vincent’s (1) would render warranty service on Mighty Co. vehicles only on prior approval for such service from the Boston Mighty dealership; (2) maintain suitable facilities with adequate and efficient service personnel and equipment; (3) undertake repairs using only genuine Mighty Co. approved parts; (4) conspicuously display Mighty Co. approved service signs and logos; and (5) send annually at least one of every four mechanics employed at Vincent’s to the Mighty Co. Service Training Center.

Mighty Co. had issued a number of technical service bulletins (“TSA’s”) for repair of its Mighty Max trucks to all of its authorized dealers and service centers. In particular, Mighty Co. had recently sent a TSA covering issues relating to engine piston repairs on the popular Mighty Max truck to Vincent’s. The service bulletin contained a cylinder kit and detailed instructions on repairing the Mighty Max pistons that were prone to failure. Jake, a new mechanic at Vincent’s, assessed the engine problem as one involving the pistons. Contrary to Mighty Co.’s recent TSA, Jake left the engine running for a couple of hours causing one of the engine pistons to break apart. Jake’s actions damaged the engine irreparably and eventually caused the engine to

completely fail. Tom was told that it would cost \$30,000 to replace the Mighty Max truck engine. Tom was despondent and quickly found himself out of work without the use of the Mighty Max truck.

Tom eventually consulted a local attorney and upon his attorney's advice he brought an action for damages against Mighty Co., Boston Mighty and Vincent's Repair Shop in Superior Court in Boston. Following discovery, the defendants moved for summary judgment.

What are the rights of the parties?

10. Officer Abe (“Abe”) and Officer Bill (“Bill”), members of the drug unit of the City Police Department, were in plain clothes and sitting in an unmarked police car at a traffic light at the intersection of East and Adams Street in City. They saw an SUV go through a red light onto East Street. The officers followed in the unmarked police car behind the SUV, checked its registration and learned that the SUV was registered to a Chuck Smith (“Chuck”). Abe turned on the unmarked police car’s blue lights, but the SUV did not stop. The SUV continued with the police in pursuit and then stopped in front of an apartment building. Chuck exited the SUV and walked towards the apartment building.

Abe pulled the police car beside Chuck and then both Abe and Bill got out of the car and identified themselves as police officers as they approached Chuck. Abe observed that Chuck reeked of alcohol, slurred his words, was unsteady on his feet and appeared agitated. Abe asked Chuck for his license and registration but Chuck said he did not have his wallet and that the SUV was owned by his brother. Chuck said his name was Edward Smith and gave his birth date. This information did not match the Registry of Motor Vehicle’s information. Abe then told Chuck to raise his arms and he patted him down. In Chuck’s back pocket there was a wallet with a driver’s license in the name of Chuck Smith. The license had been suspended. During Abe’s questioning of Chuck, Abe saw a half-empty bottle of vodka on the backseat of the SUV. Abe told Chuck that he was under arrest. Abe said to Bill, “Let’s handcuff him. He’s going.”

Bill asked Chuck whether he had anything in the SUV. Before being handcuffed, Chuck threw his car keys at Bill and said, “I don’t care, do whatever you want.” Abe opened the SUV’s driver side door, looked inside and yelled “gun”. Chuck then pushed Bill and ran down the street. The officers chased Chuck, tackled him and subdued him. Chuck was hand-cuffed and placed into the unmarked police car. Bill recovered a loaded hand gun from the driver’s side map pocket of the SUV. Bill recovered the bottle of vodka and a small bag of marijuana from the SUV.

What crimes may Chuck be charged with committing? Chuck filed a motion to suppress. How should the Court rule?