

Final Examination

Civil Procedure I Sections LS2 & LS4

Professor David B. Oppenheimer

Fall 2005

1. You have **two (2) hours** to complete this exam.
2. This is a **closed** book exam.
3. This exam consists of two parts.

Part I consists of 25 multiple-choice questions. Please mark your responses to the multiple choice questions on the separate ParSCORE TEST FORM using pen or pencil and following the instructions on that form. If you change your answer, place a clear **X** through the wrong answer and mark the correct answer. A machine will score the exam and any ambiguities will be counted as a wrong answer.

Part II consists of one (1) essay question. Please write your response in the blue books provided. Please write clearly. Write on every other line and every other page to permit instructor comments.

4. Write your exam number on your exam envelope. Put your correct class section and student exam # at the top of this page, each page of questions, each blue book, and the ParSCORE TEST FORM. **Do not** use your name, student ID number or Social Security Number on any exam materials.
5. At the conclusion of the exam, return all test materials, including blue books, ParScore answer sheet, scratch paper, and this exam packet to the envelope and submit it to the proctor. **DO NOT** seal the envelope. Students who do not return all exam materials at the end of the exam may receive a grade of F.

GOOD LUCK!

Part II: Essay Question

Paul is a life-long resident of Portland, Oregon. Paul purchased a bicycle from Dayrider, Inc., a bicycle manufacturer, at its retail store in San Francisco. Dayrider is incorporated in Delaware, has its headquarters in San Francisco, has manufacturing plants in San Francisco, Atlanta, and New York, and has sales outlets in every state of the United

States. It has annual sales of over \$1,000,000,000 including \$50,000,000 a year in Oregon, and \$100,000,000 a year in California.

Soon after he purchased his Dayrider bicycle, Paul was on a road trip in Mexico when his tire blew out, causing him a serious injury. His medical bills alone are over \$100,000. The tire had a defective valve, which was designed and manufactured by Tire Part Dealer, a corporation with its headquarters and production facilities in New York. The tire valve was sold in New York to Dayrider, which incorporated it into Paul's bicycle in its New York plant, before shipping it to San Francisco for sale. Tire Part Dealer often sells valves to Dayrider, but the valves are usually incorporated into bicycles sold in the North Eastern United States. Most of Dayrider's tire valves for its San Francisco and Atlanta plants come from other manufacturers.

Paul sued Dayrider, Inc. in the United States District Court for the District of Oregon, claiming negligence and strict liability under Oregon law. Dayrider moved to dismiss for lack of personal jurisdiction, lack of subject matter jurisdiction, and improper venue. The motion was denied.

Dayrider then impleaded Tire Part Dealer, Inc., claiming that if Dayrider had any liability to Paul, then Tire Part Dealer was liable to Dayrider pursuant to their contract, which provided for indemnification. Tire Part Dealer moved to dismiss for lack of personal jurisdiction and subject matter jurisdiction. The motion was denied.

Please discuss whether the Court ruled correctly in denying each of Dayrider's and Tire Part Dealer's motions to dismiss.

END OF EXAM