

17: Appendices

APPENDIX A - EXCERPTS FROM *MILLER v THOMACK*

555 N.W.2d 130, 204 Wis.2d 242

Court of Appeals of Wisconsin.

Rhonda MILLER, Richard Miller and Kay Miller, Plaintiffs–Appellants, v.

Craig J. THOMACK, Defendant,

State Farm Mutual Automobile Insurance Company, a Foreign Corporation, Defendant–Co–Appellant, James D. Thomack, [ABC Insurance Company](#), as Insurer of James Thomack, Michelle

Melberg, DEF Insurance Company, as Insurer of Michelle Melberg, Defendants, Kimberly Ransom, Defendant–Respondent,

Fire Insurance Exchange, Kurt D. Pamperin, Sr., Kurt Pamperin, Jr., United Fire & Casualty

Company, a Foreign Corporation, Waupaca County, as Agent for the State of Wisconsin, Brian Clary, GHI Insurance, as Insurer of Brian Clary, John Doe, Susan Roe, Defendants, Karen Miller, Defendant–Respondent,

NOP Insurance, as Insurer of Karen Miller, Defendant, Craig J. Thomack, Third Party Plaintiff–Co–Appellant, and

James D. Thomack, Third Party Plaintiff, Jason Beattie, Third Party Defendant–Respondent,

Lee Beattie, Carol Beattie and KLM Insurance Company, as Insurer of Jason Beattie, Lee Beattie and Carol Beattie, Third Party Defendants.

Rhonda MILLER, Richard Miller, and Kay Miller, Plaintiffs–Respondents, v.

Craig J. THOMACK, Defendant–Appellant,

State Farm Mutual Automobile, James D. Thomack, [ABC Insurance Company](#), Michelle Melberg, DEF Insurance Company, Kimberly Ransom, Fire Insurance Exchange, Waupaca County, [Brian Clary](#), [GHI Insurance Company](#), John Doe, Susan Roe, Karen Miller, and NOP Insurance Company, Defendants, Craig J. THOMACK, and James D. Thomack, Third Party Plaintiffs,

Kurt D. Pamperin, Sr., Kurt Pamperin, Jr., and United Fire & Casualty Company, Defendants–Appellants, v.

Jason BEATTIE, Lee Beattie, Carol Beattie, and KLM Insurance Company, an Insurer of Jason Beattie, Lee Beattie and Carol Beattie, Third Party Defendants.

|

Opinion Filed Aug. 29, 1996.

VERGERONT, Judge.

This appeal involves the interpretation and application of §§ 125.07(1)(a) and 125.035, *STATS.*, which relate to civil liability for injuries caused by an underage person who has consumed alcohol. Rhonda Miller was injured in an automobile accident when the automobile in which she was a passenger went off the road. Craig Thomack, the driver of that automobile, and Rhonda Miller had consumed beer before the accident occurred. Thomack was sixteen and Rhonda Miller was fifteen. They had consumed beer on property leased by Kurt Pamperin Sr., and Kurt Pamperin, Jr., who operated Pamperin's Bear Lake Bar & Hall on that property. However, the beer was not purchased at Pamperin's Bear Lake Bar & Hall.

The Pamperins and their insurer, United Fire & Casualty Company, appeal the trial court's denial of their motion for summary judgment, raising a number of issues. We address only the issue of their liability under § 125.07(1)(a) 3, *STATS.*, because that is dispositive. We conclude that there are no issues of fact concerning whether the Pamperins violated the statute and that they are entitled to judgment as a matter of law. We therefore reverse the trial court's denial of their motion for summary judgment.

Rhonda Miller and her parents appeal from the trial court order granting summary judgment to Kimberly Ransom, Karen Miller, Jason Beattie and their insurers, all of whom contributed money to purchase the beer. They were all under twenty-one at the time. Rhonda contends that the trial court erred as a matter of law in ruling that these three did not violate § 125.07(1)(a) 1, *STATS.*, which provides that “no person may procure for, sell, dispense, or give away” any alcohol beverages to an underage person. She contends that the court also erred in ruling that their negligence, if any, was less than hers. We conclude that contributing money to the purchase of alcohol under the circumstances presented by this record violates the statute and is therefore negligence per se. We also conclude that the issue of comparative negligence should be decided by the jury. Finally, we conclude that Karen, Ransom and Beattie are not immune from liability under § 125.035, *STATS.* We therefore reverse the grant of summary judgment to these defendants.

BACKGROUND

For purposes of this appeal, these facts are not disputed. Early in the evening of June 12, 1990, Thomack picked up Rhonda and her cousins, Karen and Ransom. There was discussion among the four about getting beer and they drove to a parking lot where young people were gathered. Brian Clary, who was twenty-one, said he would buy beer for them. He bought either a twelve pack or a case of beer for them at a local liquor store. Karen and Ransom contributed money for the purchase of the beer, as did Beattie. The beer was put in Thomack's car and Thomack drove Rhonda, Karen and Ransom to a nearby unoccupied cabin, where they consumed some of the beer. No one served anyone else beer.

From the cabin, Thomack drove the other three to the parking lot of Pamperin's Bear Lake Bar & Hall on Bear Lake. The beer either remained in the back of the car, was placed beside it, or on the trunk, and any of the group who wanted a beer took one. No one distributed or passed the beer purchased by Clary to others, and consumption was voluntary. Thomack, Rhonda and others consumed beer on the beach area. None of the alcohol consumed by Thomack or Rhonda was purchased from Pamperin's Bear Lake Bar & Hall. The Pamperins leased the tavern from a relative of the person who owns the Bear Lake Campground, which is located next to the tavern. The leased property includes the tavern building, the parking lot to the east of the building and “outback.” “Outback” means the area between the building and the lake, which includes a block of lake frontage. The lake shore is approximately 300 feet from the tavern.

Rhonda left Bear Lake in the early morning of June 13 as a passenger in Thomack's car. While passing another car, Thomack lost control of his car and it went off the road and struck a tree. Rhonda was seriously injured. She was not wearing a seat belt and was not then in the habit of wearing a seat belt.

Rhonda and her parents sued Thomack, Karen, Ransom, the Pamperins and their respective insurers. Thomack joined Beattie, his parents and their insurer, alleging that Beattie aggravated Rhonda's injuries when he extricated her from the vehicle. There were various cross-claims among the defendants. Karen, Ransom, Beattie and the Pamperins moved for summary judgment. The court ruled that contributing money to purchase the beer did not constitute furnishing alcohol to a minor in violation of §§ 125.035 or 125.07, *STATS.* It determined as a matter of law that Rhonda Miller was more negligent than Karen Miller or Kimberly Ransom and dismissed them from the action. It dismissed Beattie because there was no evidence that he caused, exacerbated or contributed to Rhonda's injuries. The trial court denied the Pamperins' motion for summary judgment, concluding that there were disputed issues of fact as to whether the consumption of alcohol took place on premises owned by the Pamperins or under their control and whether they had knowledge as required by § 125.07(1)(a)3.

Rhonda appealed from the grant of summary judgment to Karen, Ransom and Beattie. We granted the Pamperins' petition for leave to appeal the denial of their motion for summary judgment, and consolidated the two appeals.

We review summary judgments de novo, employing the same methodology as the trial court. *Green Spring Farms v. Kersten*, 136 Wis.2d 304, 315, 401 N.W.2d 816, 820 (1987). Summary judgment is proper where there are no genuine issues of material fact and one party is entitled to judgment as a matter of law. Sections 802.08(2) and (6), STATS.

LIABILITY UNDER § 125.07(1)(a) 3, STATS.

...

The statute the Pamperins are alleged to have violated is § 125.07(1)(a) 3, STATS., which provides

No adult knowingly may permit or fail to take actions to prevent the illegal consumption of alcohol beverages by an underage person on premises owned by the adult or under the adult's control. This subdivision does not apply to alcohol beverages used exclusively as part of a religious service.

The Pamperins first argue that this statute does not apply to them because § 125.02(14m), STATS., defines "premises" as "the area described in a license or permit" and their license states: "Pamperin's Bear Lake -R1-Manawa, WI. 54949- Sec 4 -State Hwy 22-110. Bar, Hall, backporch & Concession Stand." It is undisputed that Thomack and the others did not consume alcohol in these areas. Rhonda responds that the trial court correctly concluded that "premises" was not limited to the area described in the license but includes any area which the adult owns or controls. Assuming without deciding that "premises" has this broader definition, we nevertheless conclude that the trial court erred in denying the Pamperins' motion for summary judgment. We reach this conclusion because we are unable to find evidence, including reasonable inferences drawn in Rhonda's favor, that creates a genuine factual issue that the Pamperins knew of the underage drinking occurring in the parking lot and the beach area that evening.

There was evidence that Clary and his uncle asked the person bartending that evening, Kurt Pamperin, Jr., for permission for Clary and his friends to swim because there was a sign saying "No swimming after dark." According to Clary, Pamperin agreed. Since Pamperin testified he did not recall this, or recall that anyone was on the beach area that evening, there is a genuine factual issue as to whether Pamperin knew young people were on the beach area swimming that night. The court reasoned that a reasonable inference could be drawn from this evidence that Pamperin knew that "something that teenagers do was likely to occur, one of which is consumption of alcoholic beverages." However, the statute requires that Pamperin "knowingly permitted or failed to prevent the consumption of alcohol." [Emphasis added.] We conclude that in order to meet this standard, there must be evidence, or a reasonable inference from evidence, that Pamperin actually knew underage drinking was occurring or going to occur that evening. His knowledge that young people were swimming on the beach does not, in itself, give rise to a reasonable inference that he actually knew they were or would be drinking.

Pamperin testified that he did not go outside that evening, did not see any young people and did not know about any drinking that evening. There is no evidence, or reasonable inferences from evidence, that disputes this. There was testimony from some of the young people that they were being loud and were afraid someone would complain. But Clary testified that when he was inside the tavern having a beer with his uncle at the bar, he could not hear the others outside. It is undisputed that none of the group went inside the tavern except Rhonda, Karen and Ransom, who used the bathroom. They could be seen from the bar, and their clothes were wet, but there is no evidence that anything about their behavior in the tavern suggested they were drinking alcohol.

We have also considered whether there is evidence or reasonable inferences from evidence that Pamperin, from inside the tavern, saw young people drinking, or saw the beer cans on the picnic table near the beach area. There are windows in the tavern facing the lake and Pamperin testified that when he is serving at the bar he can see the lake. Rhonda testified that "you can see from the bar where the beach is." But Clary, who was sitting at the bar that night, testified that you could not see the beach from the bar at night unless you went right up to the window. Since neither Pamperin nor Rhonda testified that the beach area could be seen from the bar at night, their testimony does not permit a reasonable inference that Pamperin saw beer cans on the picnic table or young people on the beach drinking alcohol that night. Thomack's testimony that he saw "the owner" in the bar through the window when he, Thomack, was outside also does not give rise to a reasonable inference that Pamperin saw Thomack or others through the windows and, more particularly, saw them do anything that indicated alcohol consumption.

Rhonda suggests that her testimony that an older man with white hair opened the gate for them is some evidence that the Pamperins saw them, and, by implication, were outside and saw the beer cans on the picnic table or in the parking lot or in the young people's hands. However, there is no evidence linking this person to the Pamperins. Kurt Pamperin, Jr. was the only licensee or employee present that evening, and the description of the older man is inconsistent with Pamperin's age and appearance.

Rhonda points to Pamperin's testimony that he knew there "was the potential" for underage drinking on the beach. He testified he had such problems three times in the past four years. On those occasions, he simply told the people to leave and that he would lock the gate if there were continuing problems. There is no evidence that the beach area had a reputation as a place underage persons could drink or that any of the underage persons drinking there that evening had done so before. Pamperin denied that he knew any of these particular young people before the accident, and no evidence suggests otherwise. The most that can be reasonably inferred from this evidence is that Pamperin knew underage persons might drink on the beach. But the evidence does not give rise to a reasonable inference that he knowingly permitted or failed to prevent consumption of alcohol by these underage persons on that night.

....

LIABILITY UNDER § 125.07(1)(a) 1, STATS., FOR CONTRIBUTING TO PURCHASE

Rhonda contends that the trial court erred in concluding that Karen, Ransom and Beattie did not violate § 125.07(1)(a) 1, STATS., by contributing to the purchase of the beer. The statute provides: "No person may procure for, sell, dispense or give away any alcohol beverages to any underage person not accompanied by his or her parent, guardian or spouse who has attained the legal drinking age."

....

In this case, we focus on the term "procure for." "Procure" is not defined in the statute. We therefore construe the word according to its ordinary and accepted meaning, and we may consult a dictionary for that purpose. *In the Interest of Christopher D.*, 191 Wis.2d 680, 704, 530 N.W.2d 34, 43 (Ct.App.1995).

WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY (1976) lists the following pertinent definitions of "procure": 1a(1) to get by possession: obtain, acquire ... especially to get possession of by particular care or effort ... and sometimes by devious means ... 2a(1) to cause to happen or be done: bring about: effect....We conclude that when an individual contributes money for the sole purpose of purchasing alcohol knowing that it will be consumed by an underage person, that individual is procuring alcohol for the underage person. Applying the first dictionary definition, that individual is obtaining alcohol for the underage person, with particular effort, and by devious means. Applying the second definition, which is perhaps even more apt, that individual is bringing about the consumption of alcohol by the underage person.

Clary was willing to purchase the beer for the underage persons in the car, but he needed money, and a reasonable inference from the undisputed facts is that he was not going to use his own. For purposes of this appeal, it is undisputed that when Karen, Ransom and Beattie contributed the money, they knew Clary was going to use it to purchase beer for the persons in the car, including Thomack, and they knew Thomack was underage. We conclude this constitutes a violation of § 125.07(1)(a) 1, STATS., and is therefore negligence per se.

Karen and Ransom argue that cases from other jurisdictions support their position that underage persons who do nothing more than contribute to a common fund for the purchase of alcohol do not "furnish" alcohol to other underage persons. However, because the statutory language and controlling precedent in those cases differ from our own, we do not find them persuasive. The attempt to distinguish the conduct of underage persons drinking with friends from the conduct of adults is not, in our view, a viable distinction after Kappell. And we do not view contributing money for the purchase of the beer as somehow less significant in making the beer available than the act of handing a beer to a friend, which was the conduct found to violate the statute in Kappell.

.....

Judgment reversed.

Miller v. Thomack, 204 Wis.2d 242, 555 N.W.2d 130 (Ct. App. 1996).

PROCEDURAL HISTORY

In the first appeal, Plaintiff-Appellants, Rhonda Miller, Richard Miller & Kay Miller (the Millers), and Defendant-Co-Appellant, Craig Thomack, appeal the Trial Court's grant of Summary Judgment dismissing the Millers' claims against Kimberly Ransom, Karen Miller and Jason Beattie. In the second appeal, Defendants-Appellants, Kurt D. Pamperin, Sr., Kurt Pamperin Jr., and United Fire & Casualty Company (the Pamperins), appeal the Trial Court's refusal to grant Summary Judgment dismissing the Millers' claims made against them in the Complaint.

APPLICABLE STATUTES

Section 125.07(1)(a)1., Wis. Stat. (1996): "No person may procure for, sell, dispense or give away any alcohol beverages to any underage person not accompanied by his or her parent, guardian or spouse who has attained the legal drinking age."

Section 125.07(1)(a)3., Wis. Stat. (1996): "No adult may knowingly permit or fail to take action to prevent the illegal consumption of alcohol beverages by an underage person on premises owned by the adult or under the adult's control."

ISSUES

1. Does a person "procure" alcohol for an underage person in violation of § 125.07(1)(a)1., Wis. Stat. (1996) when the facts show:
 - The person contributed money toward a fund that the person knew would be used to purchase alcohol;
 - The person knew that underage persons would consume the alcohol purchased with the funds toward which the person contributed money; and
 - The person knew the alcohol would be consumed by underage persons outside the presence of a parent, guardian or spouse who could legally consume alcohol?
2. Does a person "knowingly" permit or fail to take action to prevent the illegal consumption of alcohol by underage persons in violation of §125.07(1)(a)3., Wis. Stat., when the undisputed facts demonstrate:
 - Underage persons consumed alcohol outdoors on the person's tavern premises;
 - Underage persons went into the tavern building to use restroom facilities;
 - Underage persons could see into the tavern building, but no one inside the tavern building could see or hear the underage persons outside the building; and
 - No underage persons purchased alcohol from the tavern nor consumed alcohol purchased from the tavern?

HOLDINGS

1. Yes. A person does "procure" alcohol for an underage person in violation of § 125.07(1)(a)1., Wis. Stat. (1996) when the facts show:
 - The person contributed money toward a fund that the person knew would be used to purchase alcohol;
 - The person knew that underage persons would consume the alcohol purchased with the funds toward which the person contributed money; and
 - The person knew the alcohol would be consumed by underage persons outside the presence of a parent, guardian or spouse who could legally consume alcohol.
2. No. A person does not "knowingly" permit or fail to take action to prevent the illegal consumption of alcohol by underage persons in violation of §125.07(1)(a)3., Wis. Stat., when the undisputed facts demonstrate:
 - Underage persons consumed alcohol outdoors on the person's tavern premises;
 - Underage persons went into the tavern building to use restroom facilities;
 - Underage persons could see into the tavern building, but no one inside the tavern building could see or hear the underage persons outside the building; and
 - No underage persons purchased alcohol from the tavern or consumed alcohol purchased from the tavern.

FACTS

On the night of the accident which injured Rhonda Miller, Rhonda arranged for Brian Clary, who was 21 years old, to buy beer for her, her cousins Kimberly Ransom and Karen Miller, her friend Craig Thomack and her friend Jason Beattie, all of whom were minors under the age of 18 and could not purchase beer legally. Kimberly contributed \$5.00 toward the purchase; it is assumed that Karen and others also contributed money. Clary bought the beer and placed it in Craig's car.

After the group drank some of the beer at an unoccupied cabin, Craig drove Rhonda, Karen and Kimberly to the parking lot of Pamperin's Bear Lake Bar and Hall. Rhonda, Craig, Karen, Kimberly and Jason drank more beer on the beach area behind the tavern. No one distributed or served the beer to anyone; they all helped themselves.

Testimony indicated that one of the members of the group of underage persons may have asked the bartender if the group could swim at the lake, and that one or more of the girls may have used the tavern's restroom. None of the underage persons purchased any alcohol from the tavern; all of the beer they consumed was purchased by Brian Clary at a liquor store. Several underage persons testified that they could see into the bar that evening. However, testimony from persons inside the tavern that evening, including Brian Clary, indicated that the group of underage persons could not be seen or heard from inside the bar.

Rhonda and Craig later left the beach area behind Pamperin's Bear Lake Bar & Hall in Craig's car, with Craig driving. Rhonda was not wearing her seat belt. At some point, Craig lost control of the vehicle in a rainstorm, resulting in an accident that severely injured Rhonda.

REASONING

1. Has a person who contributed money toward the purchase of alcohol that the person knew would be consumed by underage persons illegally procured alcohol for underage persons? Wisconsin Statutes provide in relevant part, "No person may procure ... any alcohol beverages to any underage person not accompanied by his or her parent, guardian or spouse who has attained the legal drinking age." Section 125.07(1)(a)1., Wis. Stat. (1996). The word "procure" is not defined in this statute; thus, the word is given its plain and ordinary meaning. The Court referred to Webster's Dictionary, which defines "procure" as follows: "To get by possession: obtain, acquire ... especially to get possession of by particular care or effort ... and sometimes by devious means ... to cause to happen or be done: bring about: effect..." Contributing money toward purchase of alcohol necessarily involves an effort to cause that purchase to happen so that a person can obtain or acquire alcohol. Giving the money to another person who can legally purchase the alcohol and who is willing to provide that alcohol illegally to underage persons as a way to get around statutory prohibitions, certainly appears "devious."

In this case, Karen, Ransom and Beattie all contributed money toward the purchase of the beer. At the time they contributed the money, they all knew and intended that the beer would be consumed by underage persons – themselves, Thomack and Rhonda. They also knew they could not legally purchase beer themselves. Instead, they provided the money to someone who could purchase the beer legally from a liquor store and was willing to give the beer to them. This demonstrates both "particular effort" and "devious means." As such, they caused underage persons to obtain beer illegally. Therefore, by contributing money toward the purchase of beer, knowing it would be consumed by underage persons, a person "procures" alcohol in violation of §125.07, Wis. Stat. (1996).

2. Whether the Pamperins “knowingly permitted or failed to prevent” illegal underage drinking on their premises in violation of §125.07, Wis. Stat. (1996), depends on the application of the word “knowingly” to the undisputed facts. Section 125.07(1)(a)3., Wis. Stat. (1996), provides in part, “No adult may knowingly permit or fail to take action to prevent the illegal consumption of alcohol ... by an underage person on premises owned by the adult or under the adult’s control.” The statutes are silent regarding what is required to prove someone “knowingly permitted or failed to prevent” underage drinking on their premises. The Court determined that in this statute, “knowingly” requires proof of “actual knowledge” that underage drinking was occurring or definitely going to occur at that time on the person’s premises. The evidence must be such that the evidence itself, or a reasonable inference drawn from the evidence, leads to the conclusion that there was actual knowledge of underage drinking. Knowledge that underage people are on the premises is itself insufficient, even if the person in control of the premises is aware that underage persons may consume alcohol on the premises or have done so in the past. Rather, the evidence must demonstrate that the person in control of the premises actually knew that underage drinking was occurring at the time it was occurring.

In this case, the Pamperins’ testimony that they were unaware that underage drinking was occurring on the night of the accident that injured Rhonda is uncontradicted. Persons inside the tavern building that evening testified that they did not see or hear anything indicating that underage drinking was occurring outside the tavern building. None of the beer the group of underaged persons consumed was purchased from the tavern. Rhonda presented evidence of what persons outside the tavern could see or hear, and also evidence that one or more underage persons used the tavern’s restroom facilities. However, Rhonda’s speculation about what persons inside the tavern building could see or hear does not support a reasonable inference of actual knowledge in the face of testimony of persons inside the tavern to the contrary. Thus, there is no direct or inferential evidence that the Pamperins actually knew or were aware that Rhonda and her group of underage persons were consuming alcohol on their premises. Therefore, the Pamperins did not knowingly permit or fail to prevent underage drinking on their premises in violation of §125.07, Wis. Stat. (1996).

DISPOSITION

The Court of Appeals reversed the Trial Court’s grant of Summary Judgment in favor of Karen, Ransom and Beattie, and ordered the Millers’ claims against those parties reinstated. The Court of Appeals also reversed the Trial Court’s denial of Summary Judgment to the Pamperins and ordered that the Millers’ claims against the Pamperins be dismissed.

APPENDIX C - CASE BRIEF CHECKLIST

[Checklist for Drafting The Case Brief.docx](#)

CHECKLIST FOR DRAFTING THE CASE BRIEF

Use the checklist below to help you write your case brief. Or use access the interactive version. [Checklist for Drafting The Case Brief.docx](#)

Citation of case:

PROCEDURAL HISTORY:

| | | |
|--|--|---|
| Court that decided the case: | <input type="checkbox"/> WI Court of Appeals | <input type="checkbox"/> WI Supreme Court |
| Name of Appellant | | N/A |
| Name of Respondent | | |
| Name of Person who Petitioned Supreme Court for Review | N/A | |

What was appealed from?

☐ Trial Court Order granting:

☐ Trial Court Order denying:

☐ Judgment in favor of:

What was the result of the Trial Court’s action on the case (dismiss complaint, refuse to dismiss, someone is held liable or not liable, etc.):

If this case is in the Supreme Court, did the Appellate Court: ☐ Affirm ☐ Reverse the Trial Court

DISPOSITION:

| | | |
|---|--|---|
| The reviewing court (Court that decided the case): (See what you checked in Procedural History, above) | <input type="checkbox"/> WI Court of Appeals | <input type="checkbox"/> WI Supreme Court |
|---|--|---|

Did the reviewing court: ☐ Affirm ☐ Reverse the Trial Court?

What was the result of the Trial Court’s action on the case (dismiss complaint, refuse to dismiss, someone is held liable or not liable, etc.):

APPLICABLE STATUTE(S):

| Citation of Statute(s) | Words/Phrases being interpreted/applied (or entire statute, with emphasis on words being interpreted/applied) |
|------------------------|---|
| | |
| | |
| | |
| | |

☐ Make sure you only have the words of the statute(s) in this section. Don’t include any of the Court’s interpretation or any facts here.

FACTS:

☐ Check the “background or “Facts” section of the Court decision

☐ Read through the rest of the Court decision, to see if there are more facts mentioned, or certain facts repeated

- __ Double-check your facts:
- __ Do you have enough facts so you can make a comparison to the client's facts?
- __ Do you have any facts that aren't relevant to the specific parts of the statute being interpreted? If so, consider taking them out

ISSUE(S):

| Narrow Legal Standard from Statute – use the words/phrases you listed above | Case law facts relevant to the legal standard – what behavior or circumstances cause us to wonder whether the statute applies? |
|---|--|
| 1. | |
| 2. | |
| 3. | |

- __ Double-check your legal standards against the Applicable statutes
- __ Double-check the facts you have listed here against your Facts section, above. Do all of the facts you have written here appear in your Facts section?

REASONING:

Reasoning Section #1:

Explain how and why the Court interpreted and applied the statute the way it did, using IRAC Format.

| | |
|-------------|---|
| Issue | Legal standard only from Issue #1, above |
| Conclusion | Answer the question above (Therefore) |
| Rule | Words of the statute(s) being interpreted and applied in issue #1, above |
| | Citation of the statute(s) being interpret and applied in issue #1, above |
| | Is there more than one statute? If so, how are they related? Use a transition sentence or phrase to show this |
| | Use a transition to introduce the tools the Court used in its Decision to interpret the statute Discuss the tools the Court used in its Decision __ Dictionary? __ Other related statutes? __ Secondary sources (such as Restatement of the law)? __ Other case law interpreting this statute or similar statutes? |
| Application | Case law facts the Court used when it applied the statute that it interpreted __ Do all of the facts you have written here appear in your Facts section, above? __ Do you have enough facts here to help you compare the case to our client in your analysis section, below? |

Reasoning Section #2:

Explain how and why the Court interpreted and applied the statute the way it did, using IRAC Format.

| | |
|-------------|---|
| Issue | Legal standard only from Issue #2, above |
| Conclusion | Answer the question above (Therefore) |
| Rule | Words of the statute(s) being interpreted and applied in issue #2, above |
| | Citation of the statute(s) being interpret and applied in issue #2, above |
| | Is there more than one statute? If so, how are they related? Use a transition sentence or phrase to show this |
| | Use a transition to introduce the tools the Court used in its Decision to interpret the statute Discuss the tools the Court used in its Decision __ Dictionary? __ Other related statutes? __ Secondary sources (such as Restatement of the law)? __ Other case law interpreting this statute or similar statutes? |
| Application | Case law facts the Court used when it applied the statute that it interpreted __ Do all of the facts you have written here appear in your Facts section, above? __ Do you have enough facts here to help you compare the case to our client in your analysis section, below? |

Reasoning Section #3:

Explain how and why the Court interpreted and applied the statute the way it did, using IRAC Format.

| | |
|------------|--|
| Issue | Legal standard only from Issue #3, above |
| Conclusion | Answer the question above (Therefore) |
| Rule | Words of the statute(s) being interpreted and applied in issue #3, above |

| | |
|-------------|---|
| | Citation of the statute(s) being interpret and applied in issue #3, above |
| | Is there more than one statute? If so, how are they related? Use a transition sentence or phrase to show this |
| | Use a transition to introduce the tools the Court used in its Decision to interpret the statute Discuss the tools the Court used in its Decision ___ Dictionary? ___ Other related statutes? ___ Secondary sources (such as Restatement of the law)? ___ Other case law interpreting this statute or similar statutes? |
| Application | Case law facts the Court used when it applied the statute that it interpreted ___ Do all of the facts you have written here appear in your Facts section, above? ___ Do you have enough facts here to help you compare the case to our client in your analysis section, below? |

Check your entire Reasoning section:

___ Does the content of each the reasoning section match up with the content of your issues (1 matches 1, 2 matches 2, 3 matches 3, etc.)?

Review and revise what you have so far

___ Is it complete?

___ Does it make sense?

___ Is it internally consistent (does everything match up correctly)?

HOLDING(S):

Do not write these until you're finished revising the rest of your brief!

___ Copy and paste your issue(s)

___ Start with "Yes" or "No" depending on how the Court answered the question

___ Make changes to grammar, sentence structure and punctuation as needed to change the question to a statement.

Did you add any words or explanations that are not in your issue? ___ Yes ___ No

If yes, why? ___ I need to revise my issue. ___ My issue is fine, I just couldn't resist adding more (and I will take it out now)

Finalize your case brief!

___ Put Case Brief Components in Proper Order

___ Run spell-checker (make sure it checks words in all caps)

___ Run dumb-checker (carefully proofread everything you've written)

___ Is it complete?

___ Does it make sense?

___ Is it internally consistent (does everything match up correctly)?

APPENDIX D - SAMPLE LEGAL RESEARCH MEMORANDUM

WORK PRODUCT – PRIVILEGED AND CONFIDENTIAL LEGAL RESEARCH MEMORANDUM

TO: Supervising Attorney [insert the person's name]

FROM: First name Last name, job title [insert your name and job title]

DATE: April 1, 20xx [insert the date you are providing the final draft to your supervisor]

RE: Analysis of Likelihood of Arson Conviction

State v. Willy Wonka; Brown County Case No. 20xx-CF-1234

Our File: CF-Wonka-20xx-983



This memo will address the issue of whether our client, Willy Wonka, is likely to be convicted of arson. To secure an arson conviction, the State must prove beyond a reasonable doubt that Wonka used fire to intentionally damage the building of another, without the other owner's consent. It is undisputed that fire was used to damage the Chocolate Factory, and that the Chocolate Factory, jointly owned by Wonka and Charlie Bucket, is a building of another; thus, these elements will not be analyzed. Based on the facts provided, the State will likely be able to prove Wonka intended to damage the Chocolate Factory. The only element the State may have difficulty proving is that Bucket did not consent to the arson. While some facts may suggest a motive for Bucket to consent to the arson, a jury might discount those facts in light of Bucket's statement to police that he neither knew about nor consented to a plan to burn the factory. Therefore, the State is likely to prove all the required elements of arson and secure a conviction.

QUESTIONS PRESENTED

1. Will the State be able to prove beyond a reasonable doubt that Wonka “intentionally damaged” the Chocolate Factory when the facts show:
 - a. A fire occurred at the Chocolate Factory several hours after the Factory had closed for the day;
 - b. Accelerants were used at several locations around the Factory;
 - c. Wonka was identified as the person dancing across the street from the fire shouting “Burn, baby, burn;”
 - d. The Factory’s records are being audited for financial irregularities; and
 - e. Wonka owns a \$1,000,000 Preferred Player’s Card from LaCasino?
2. Will the State be able to prove beyond a reasonable doubt that the damage to the Chocolate Factory occurred “without the other owner’s consent” when the facts show:
 - a. The Chocolate Factory is jointly owned by Wonka and Charlie Bucket;
 - b. Bucket told the investigating officer that he had no knowledge of a plan to set the Chocolate Factory on fire;
 - c. Bucket told the investigating officer that he did not consent to a plan to set the Chocolate Factory on fire;
 - d. The Factory’s records are being audited for financial irregularities; and
 - e. Bucket owns a \$1,000,000 Preferred Player’s Card from LaCasino?

ANSWERS

1. Yes. The State will very likely be able to prove beyond a reasonable doubt that Wonka “intentionally damaged” the Chocolate Factory. Wisconsin case law identifies several facts that tend to show intent, such as use of accelerants, a fire occurring at a time when the area is likely to be unpopulated, and other facts that can be interpreted as showing hostility. All of these facts are present in the Wonka case. Therefore, the State will prove that Wonka intentionally damaged the factory with fire.
2. Probably yes. The State will likely be able to prove beyond a reasonable doubt that the damage to the Chocolate Factory occurred “without the other owner’s consent.” According to Wisconsin case law, consent must be proven with objective facts. The owner’s statement that he or she did not consent to commission of the crime, in the absence of strong evidence to the contrary, is sufficient. Bucket, the other owner of the Chocolate Factory, informed police that he neither had prior knowledge of nor consented to a plan to damage the factory with fire. If the jury believes Bucket’s statement to police and discounts theories involving insurance fraud, the State will likely be able to prove that Bucket neither knew about nor consented to a plan to set the factory on fire.

FACTS

Sometime after 1 a.m. on January 30, 20xx, a fire occurred at the Chocolate Factory. The factory had closed at 5 p.m. the evening prior to the fire, and no one occupied the factory at the time of the fire. The fire caused \$1 million worth of damage).

The fire inspector’s report revealed the use of accelerants at several sites around the factory). A witness came forward (Mary Worth) and stated that at approximately 2 a.m., she was awakened by the sirens from fire trucks responding to the fire. She went outside her home, which is across the street from the Chocolate Factory, to watch the firefighters put out the fire. At that time, she noticed a man dressed in camouflage clothing dancing near the curb, about 25 yards from where she was standing. She could hear the man shouting, “Burn, baby, burn!” From a police photo lineup, Ms. Worth identified Mr. Wonka as the man she saw dancing across the street from the fire.

The Chocolate Factory is jointly owned by our client, Willy Wonka, and Charlie Bucket. Bucket claimed in his statement to police he was surprised and upset by the fire and did not consent to someone setting a fire. The investigating officer who first contacted Bucket about the fire testified that Bucket expressed “disbelief” that the Chocolate Factory had been set on fire and that Wonka was accused of doing so. It does not appear that Bucket was present at the scene of the fire. Further investigation of Bucket and the Chocolate Factory reveals that Bucket is currently being audited by Weegocha Auditing Company for alleged improper business practices. Weegocha states that \$1 million is unaccounted for in corporate record books. Corporate record books also reflect that the factory has been operating at a financial loss for the last three years.

Both Willy Wonka and Bucket have Preferred Player’s Cards at LaCasino. LaCasino policy is to issue Preferred Player’s Cards only to regular customers gambling at least \$1 million. Both Wonka and Bucket admit that they have lost a substantial, though unknown, amount of money gambling at LaCasino over the last five years. However, Wonka and Bucket deny using corporate monies to gamble.

Willy Wonka has been charged in Brown County Circuit Court with arson. An arraignment is scheduled on [date], at which time Wonka must enter a plea to the charge. A request for a copy of the investigative file has been sent to the Brown County District Attorney and a response is pending.

DISCUSSION

1. Did Wonka “intentionally damage” the factory with fire?

Will the State be able to prove beyond a reasonable doubt that Wonka “intentionally damaged” the Chocolate Factory with fire? To secure an arson conviction, §943.02(1)(a), Wis. Stat. (1996), requires proof that the accused “intentionally” damaged another person’s building with fire. Although Wisconsin’s arson statute does not define the word “intent,” Wisconsin Courts have interpreted the word “intentionally” as used in the statute.

The Wisconsin Supreme Court, while not defining “intent” directly, described the type of proof that would support a determination that the accused “intentionally” damaged another person’s building with fire: “Intent can be inferred from the following facts: use of an accelerant, the setting of the fire during a time of the day when the area is likely to be unpopulated, or any other facts tending to show hostility or intent to cause damage.” State v. Johnson, 349 Wis. 2d 894, 455 N.W.2d 338 (1988). In Johnson, the defendant, Randy Johnson, was accused of arson to a school. The school caught fire at 3 a.m. on Easter Sunday. A search of Randy’s home yielded some clothes that smelled of smoke and gasoline. The fire inspector’s report revealed the presence of gasoline in the area where the fire started. An empty gas can was found in the football field behind the high school. Witnesses also testified that Randy’s Chemistry class was scheduled to take a big exam the following Monday. Randy’s Chemistry teacher testified that Randy needed to earn an A on the exam or he would fail the class. The Johnson court held that this evidence was sufficient to prove that Randy intentionally set fire to the school, even though there was no evidence that he was seen in the area of the fire. As a result, Randy’s conviction of arson was upheld.

In a later case, the Supreme Court clarified the quantity and quality of proof based on inferences that is needed to support a determination of “intent.” *State v. Rodriguez*, 548 Wis. 2d 293, 560 N.W.2d 81 (1993). Specifically, the *Rodriguez* Court stated that more is required than just the presence of accelerants or vague suspicion. The Court clarified that proving “intent” beyond a reasonable doubt requires more than just evidence of the presence of accelerants at the site coupled with “vaguely suspicious” circumstances. In *Rodriguez*, a fire started on defendant Alex Rodriguez’s back porch at 5 p.m. on a Saturday, causing damage to his home. At the time of the fire, due to a renovation project at the home, the door to the back porch had been boarded up, such that Rodriguez needed to go out the front door and around the home to access the back porch. Rodriguez was at home when the fire started, and immediately called the fire department to report the fire. Several days later, Rodriguez made a claim with his insurance company, which denied the claim, calling the fire “suspicious” and noting that accelerants were present on the back porch where the fire started. Rodriguez testified that he always kept his grill, charcoal, and charcoal lighter fluid on the back porch. Witnesses for the insurance company were unable to describe any other evidence that the fire had been set intentionally. The *Rodriguez* Court held that this evidence was not sufficient to prove that he intentionally set the fire. As a result, Rodriguez’s conviction of arson was overturned.

Based on the *Johnson* and *Rodriguez* cases, a determination of “intent” needs to be based on objective evidence in addition to use of accelerants. The evidence should support an inference that the defendant had motive and desire to set the fire. Additionally, any “innocent” explanations for the circumstances surrounding the fire must be considered and weighed with all other evidence relating to a defendant’s intent to damage another person’s building with fire.

In this case, similar to the *Johnson* case, Mr. Wonka’s intent to destroy the factory can be inferred from many facts. The fire inspector’s report noted use of accelerants in several sites. The fire started sometime after 1 a.m., long after the factory was closed. Finally, a witness testified that he saw Mr. Wonka dancing around across the street from the fire, yelling repeatedly, “Burn, baby burn!” Unlike *Rodriguez*, here there is ample evidence in addition to the presence of accelerants that tends to show intent. All of these facts -- and especially the witness’ testimony -- demonstrate Wonka’s general hostility toward the factory, as well as his desire that the fire damage the factory. Therefore, the State will likely be able to prove beyond a reasonable doubt that Wonka “intentionally damaged” the Chocolate Factory with fire.

2. Did the damage occur “without consent” of the other owner?

Will the State be able to prove beyond a reasonable doubt that the fire occurred without the other owner’s consent? Section 943.02(1)(a), Wis. Stat. (2006), requires proof that the owner, other than the accused, did not consent to the arson. “Without the owner’s consent” requires that at least one owner is not involved in the crime. *State v. Jeeves*, 201 Wis. 2d 1, 399 N.W.2d 222 (1977). If all owners of record are involved in a plot to commit arson, conviction of one of the owners under §943.02(1) cannot stand. *Id.* In *Jeeves*, the other owner, Jackson, was also charged with a crime and confessed that both he and Jeeves had planned to set fire to the apartment building they co-owned so they could obtain insurance money.

In contrast, in our case, Bucket informed police that he neither had prior knowledge of nor consented to a plan to damage the factory with fire. There is no evidence to suggest that Bucket was being untruthful with the police; in fact, the investigating officer who first contacted Bucket about the fire testified that Bucket expressed “disbelief” that the Chocolate Factory had been set on fire and that Wonka was accused of doing so. Moreover, it does not appear that Bucket was present at the scene of the fire. Therefore, the State is likely to prove the fire occurred without Bucket’s consent.

However, additional facts exist which may lead a jury to discount Bucket’s statement to police and instead find that Bucket participated in the plan to damage the factory with fire. At the time of the fire, Bucket was under investigation for improper business practices. The factory had operated at a loss for three years, and \$1 million was unaccounted for in corporate record books. The amount of missing money is equal to the amount of damage done to the factory. Additionally, Bucket admitted that he has lost a substantial amount of money gambling at LaCasino. While the amount of gambling loss is undetermined, Bucket stated that he has a Preferred Player’s card, which is issued only to million-dollar gamblers. A jury could believe that the fire was set to obtain insurance money to cover the missing \$1 million. Thus, the State may not be able to prove the fire occurred without Bucket’s consent.

Additionally, there is language in *Jeeves* that suggests there could be a presumption of involvement in a crime against property on the part of Bucket a joint owner of the Chocolate Factory. Specifically, the *Jeeves* Court agreed that joint ownership of the property that was damaged could support a presumption of consent, particularly if all joint owners benefited from the damage. The Court chose not to determine whether this presumption should apply to Jackson, the other joint owner of the property, because Jackson was at the scene of the fire and confessed to planning with Jeeves to set the fire. Because Bucket apparently was not at the scene of the fire and did not confess to being part of a plan to set the fire, a court looking at the facts in our client’s case would need to determine whether this presumption should apply to Bucket. Bucket certainly benefited from the payment of insurance money to cover the losses from the fire; that money could be used to replace the money missing from the corporate books that may have been used to feed Bucket’s gambling habit. These facts tending to show a motive for Bucket to agree to the plan to burn the factory, coupled with the potential application of the presumption of consent by joint owners, could make it difficult for the State to prove the fire occurred without Bucket’s consent.

APPENDIX E - LEGAL RESEARCH MEMORANDUM CHECKLIST

▯ [Checklist for Drafting the Legal Research Memo Final Draft.docx](#)

CHECKLIST FOR DRAFTING THE LEGAL RESEARCH MEMO, FINAL DRAFT

Use this checklist to help you write your legal research memo final draft. Or access the interactive version - ▯ [Checklist for Drafting the Legal Research Memo Final Draft.docx](#)

MAKE SURE ALL SECTIONS ARE INCLUDED AND PROPERLY LABELED (IF REQUIRED TO BE LABELED)

- ☐ Are you using the correct Memo heading format?
 - ☐ Do you have a work product heading?
 - ☐ Do you have a RE line that describes the broad question, identifies our file number and includes the court case name and number (if any)?
- ☐ Do you have an introductory paragraph?
- ☐ Do you have Questions Presented?
- ☐ Do you have Answers – one for each Question Presented?
- ☐ Do you have a Facts section?
- ☐ Do you have a Discussion section – one IRAC analysis for each Question Presented?
- ☐ Are the sections in the correct order and properly labeled (if a label is required)?

MAKE SURE EACH SECTION IS COMPLETE

Note: this is the order in which I usually check each section.

FACTS:

- ___ Do you have all of the legally significant and contextual client facts described?
- ___ Did you write your facts in logical order (chronological, or by issue, or by party – whichever is simplest and flows best)?
- ___ Is it clear which facts are disputed (use words like appears, claims, apparently, etc.)
- ___ Are your facts written in narrative form (not bulleted lists or sentence fragments, but like a story)?

QUESTIONS PRESENTED:

| Does each Question Presented have a narrow Legal Standard? Briefly identify each legal standard below | | Does each Question Presented contain client facts relevant to the legal standard – what behavior or circumstances cause us to wonder whether the legal standard applies? | |
|---|--|--|------------------|
| 1. | | ___ Yes | ___ No -- REVISE |
| 2. | | ___ Yes | ___ No -- REVISE |
| 3. | | ___ Yes | ___ No -- REVISE |

DISCUSSION:

IRAC Analysis #1:

Explain whether the legal standard will be proven, using IRAC Format

| | | |
|--------------------|---|--|
| Issue | Legal standard from Question Presented #1 | |
| Rule | Words of the statute(s) being interpreted and applied in issue #1, above | |
| | Citation of the statute(s) being interpreted and applied in Question Presented #1, above | |
| | Is there more than one statute? If so, how are they related? Use a transition sentence or phrase to show this | |
| | Use a transition to introduce the Court decisions interpreting the statute ___ What did the Court say the statute/words mean? ___ Why did the Court interpret the way it did (what tools did it use) ___ Are the case law facts discussed, so you can compare them to your client's facts? ___ How did the Court apply the law to the facts in front of it? | |
| Application | Use a transition to introduce the Client facts ___ Do all of the facts you have written here relate only to the legal standard you identified in your issue, above? ___ Do all of the facts you have written here appear in your Facts section, above? | |
| Conclusion | Answer the question above (Therefore) | |

___ The IRAC components are in proper order

| | |
|---|--|
| Is counter-analysis required? | |
| ___ No. The facts and law are undisputed and clear | |
| ___ Yes. There are disputed, unclear or missing facts; or there are facts subject to multiple reasonable inferences/interpretations | ___ Disputed, unclear or missing facts are described |
| | ___ Multiple reasonable inferences/interpretations of facts are described |
| | ___ Impact (opposite conclusion) of viewing the facts in this way is described |
| ___ Yes. The law is unclear or subject to multiple reasonable interpretations/applications; or, the legal issue is fact-intensive and none of the cases discussed in IRAC has facts identical to our client | ___ Other court decisions that could be applied are described |
| | ___ Other reasonable interpretations/applications of case law are described |
| | ___ Impact (opposite conclusion) of viewing the law in this way is described |

IRAC Analysis #2:

Explain whether the legal standard will be proven, using IRAC Format

| | | |
|--------------|---|--|
| Issue | Legal standard from Question Presented #2 | |
| Rule | Words of the statute(s) being interpreted and applied in issue #2, above | |
| | Citation of the statute(s) being interpreted and applied in Question Presented #2, above | |
| | Is there more than one statute? If so, how are they related? Use a transition sentence or phrase to show this | |

| | | |
|--------------------|---|--|
| | Use a transition to introduce the Court decisions interpreting the statute ___ What did the Court say the statute/words mean? ___ Why did the Court interpret the way it did (what tools did it use) ___ Are the case law facts discussed, so you can compare them to your client's facts? ___ How did the Court apply the law to the facts in front of it? | |
| Application | Use a transition to introduce the Client facts ___ Do all of the facts you have written here relate only to the legal standard you identified in your issue, above? ___ Do all of the facts you have written here appear in your Facts section, above? | |
| Conclusion | Answer the question above (Therefore) | |

___ The IRAC components are in proper order

| | | |
|---|--|--|
| Is counter-analysis required? | | |
| ___ No. The facts and law are undisputed and clear | | |
| ___ Yes. There are disputed, unclear or missing facts; or there are facts subject to multiple reasonable inferences/interpretations | ___ Disputed, unclear or missing facts are described | |
| | ___ Multiple reasonable inferences/interpretations of facts are described | |
| ___ Yes. The law is unclear or subject to multiple reasonable interpretations/applications; or, the legal issue is fact-intensive and none of the cases discussed in IRAC has facts identical to our client | ___ Impact (opposite conclusion) of viewing the facts in this way is described | |
| | ___ Other court decisions that could be applied are described | |
| | ___ Other reasonable interpretations/applications of case law are described | |
| | ___ Impact (opposite conclusion) of viewing the law in this way is described | |

IRAC Analysis #3:

Explain whether the legal standard will be proven, using IRAC Format

| | | |
|--------------------|---|--|
| Issue | Legal standard from Question Presented #3 | |
| Rule | Words of the statute(s) being interpreted and applied in issue #3, above | |
| | Citation of the statute(s) being interpreted and applied in Question Presented #3, above | |
| | Is there more than one statute? If so, how are they related? Use a transition sentence or phrase to show this | |
| | Use a transition to introduce the Court decisions interpreting the statute ___ What did the Court say the statute/words mean? ___ Why did the Court interpret the way it did (what tools did it use) ___ Are the case law facts discussed, so you can compare them to your client's facts? ___ How did the Court apply the law to the facts in front of it? | |
| Application | Use a transition to introduce the Client facts ___ Do all of the facts you have written here relate only to the legal standard you identified in your issue, above? ___ Do all of the facts you have written here appear in your Facts section, above? | |
| Conclusion | Answer the question above (Therefore) | |

___ The IRAC components are in proper order

| | | |
|---|--|--|
| Is counter-analysis required? | | |
| ___ No. The facts and law are undisputed and clear | | |
| ___ Yes. There are disputed, unclear or missing facts; or there are facts subject to multiple reasonable inferences/interpretations | ___ Disputed, unclear or missing facts are described | |
| | ___ Multiple reasonable inferences/interpretations of facts are described | |
| ___ Yes. The law is unclear or subject to multiple reasonable interpretations/applications; or, the legal issue is fact-intensive and none of the cases discussed in IRAC has facts identical to our client | ___ Impact (opposite conclusion) of viewing the facts in this way is described | |
| | ___ Other court decisions that could be applied are described | |
| | ___ Other reasonable interpretations/applications of case law are described | |
| | ___ Impact (opposite conclusion) of viewing the law in this way is described | |

ANSWERS:

| | | |
|---|--------------------------|---|
| Your answer as to whether each question presented will be proven (yes, no, probably yes, probably no) | Legal standards to prove | Did you briefly explain the law and facts that support your |
|---|--------------------------|---|

| | | | | |
|----|--|--|---------|------------------|
| 1. | | | ___ Yes | ___ No -- REVISE |
| 2. | | | ___ Yes | ___ No -- REVISE |
| 3. | | | ___ Yes | ___ No -- REVISE |

INTRODUCTORY PARAGRAPH:

Broad issue (liability, guilt, etc.?)

| | Legal standards to prove | Your answer as to whether each will be proven (yes, no, probably yes, probably no) |
|--|--------------------------|--|
| 1. | | |
| 2. | | |
| 3. | | |
| Broad Conclusion (liability, guilt, etc.?) | | |

MAKE SURE THE MEMO IS INTERNALLY CONSISTENT

| Is the legal issue identified consistent? (briefly identify each issue and make sure it's consistent in all #1s, #2s, #3s) | Intro Paragraph | | Questions Presented | | Answers | | IRAC Analyses | |
|---|-------------------|-----------|---------------------|-----------|-------------------|-----------|-------------------|-----------|
| 1. | ___ Yes REVISE | ___ No -- | ___ Yes REVISE | ___ No -- | ___ Yes REVISE | ___ No -- | ___ Yes REVISE | ___ No -- |
| 2. | ___ Yes REVISE | ___ No -- | ___ Yes REVISE | ___ No -- | ___ Yes REVISE | ___ No -- | ___ Yes REVISE | ___ No -- |
| 3. | ___ Yes REVISE | ___ No -- | ___ Yes REVISE | ___ No -- | ___ Yes REVISE | ___ No -- | ___ Yes REVISE | ___ No -- |

| Is the legal conclusion identified consistent? (briefly identify each issue and make sure it's consistent in all #1s, #2s, #3s) | Intro Paragraph | | Answers | | IRAC Analyses | | Counter-Analyses | |
|---|-------------------|-----------|-------------------|-----------|-------------------|-----------|-------------------|-----------|
| 1. | ___ Yes REVISE | ___ No -- | ___ Yes REVISE | ___ No -- | ___ Yes REVISE | ___ No -- | ___ Yes REVISE | ___ No -- |
| 2. | ___ Yes REVISE | ___ No -- | ___ Yes REVISE | ___ No -- | ___ Yes REVISE | ___ No -- | ___ Yes REVISE | ___ No -- |
| 3. | ___ Yes REVISE | ___ No -- | ___ Yes REVISE | ___ No -- | ___ Yes REVISE | ___ No -- | ___ Yes REVISE | ___ No -- |

MAKE SURE THE MEMO USES GOOD WRITING MECHANICS

___ Did you run spell-checker?

___ Did you run dumb-checker (carefully proofread everything you wrote)?

17: Appendices is shared under a [CC BY 4.0](https://creativecommons.org/licenses/by/4.0/) license and was authored, remixed, and/or curated by Beth R. Pless, J.D. (Northeast Wisconsin Technical College).