VIRGINIA BOARD OF BAR EXAMINERS
Fredericksburg, Virginia – February 24, 2026

Question 1

Heavy Metals Corp. (Heavy Metals) manufactures batteries for electric vehicles. It sought to buy land to mine monazite, a source of rare earth metals that it used to manufacture high-efficiency batteries. Linda Lawyer represented Heavy Metals in the purchase of White Acre, a tract of land in Henry County, Virginia. Heavy Metals hired Linda because Linda's law partner, Paul, and Heavy Metals' President were college roommates and close friends.

Heavy Metals asked Linda to hire a geologist. The geologist confirmed that White Acre contained commercial-grade levels of monazite. The geologist also privately told Linda that an identically sized adjoining tract of land, Green Acre, likely contained even higher levels of monazite than White Acre. Heavy Metals purchased White Acre for $100,000.

After her representation of Heavy Metals ended, Linda created a company, MZ, Inc. (MZ), wholly owned by her daughter. MZ purchased Green Acre for $100,000. MZ then approached Heavy Metals and offered to sell Green Acre to Heavy Metals for $200,000.

When Heavy Metals learned about Linda's connection to MZ, its new counsel, Anne Attorney, wrote to Linda demanding that MZ reduce its selling price for Green Acre to $100,000 or Heavy Metals would file a Virginia State Bar ethics complaint against Linda.

Linda shared the letter with her law partner, Paul, who then invited Heavy Metals' President and his wife over for dinner, which they do regularly. Over cocktails, he suggested that Heavy Metals and Linda could "work things out" by having Heavy Metals buy Green Acre for $150,000.

(a) What Rules of Professional Conduct, if any, has Linda violated? Explain fully.

(b) What Rules of Professional Conduct, if any, has Anne violated? Explain fully.

(c) What Rules of Professional Conduct, if any, has Paul violated? Explain fully.

*** * * * ***

Question 2

The City of Richmond, Virginia, was determined to keep minor league baseball in the city. With that goal, it built a new and improved stadium set to open in June of 2023. Because it contained state-of-the-art amenities, the City also planned to rent the facility to local schools and colleges for athletic tournaments and festivals.

On May 31, 2023, Adam was walking by the stadium and was excited to see the new facility. He saw no one else at the site. There were no barriers to prevent entry, no warning signs, and no "No Trespassing" signs. Adam was able to enter the stadium and walked up a ramp to get a look at the field. He failed to see a metal grate on the ramp. The grate gave way when he stepped on it, causing him to fall. Adam suffered a severe injury to his leg. He was hospitalized, underwent surgery, and was incapacitated for several months.

Adam's brother Bill was an assistant City Manager for the City of Richmond. When Bill visited Adam in the hospital, Adam told him what happened at the stadium, how it happened, and that he was contemplating hiring an attorney. Bill took notes and wrote a report describing in detail when and where the accident happened, and how a grate in the concourse had given way, causing Adam's fall and injuries. Adam asked Bill to deliver the report to the Richmond City Manager. Bill delivered the report to the City Manager one week after the accident.

Adam then hired an attorney who filed a lawsuit against the City of Richmond on June 1, 2024. The lawsuit alleged that the City's gross negligence was the cause of Adam's injuries and sought damages. In the pleadings, Adam claimed that the City of Richmond owned the property where he was injured; that at the time of injury, the contractor had completed all work on the stadium and had removed all equipment from the premises; that the City had accepted the completed work; that the City had failed to lock any of the entry gates; that the City Engineer was aware that the grate had been improperly installed because employees discovered the defective grate and notified the City Engineer on two occasions weeks before the injury; and that there were no signs or barriers warning of the danger or preventing entry to the stadium.

The City responded to Adam's lawsuit by arguing that it had not been given proper notice of Adam's claim and that Adam's negligence claim does not support any recovery for his damages.

(a) How should the Court rule on the City's argument that Adam failed to give proper notice of his claim? Explain fully.

(b) How should the Court rule on the City's argument that Adam's allegations do not support a claim for damages based upon negligence by the City? Explain fully.

*** * * * ***

Question 3

While on routine traffic patrol, Officer Parker (Parker) observed an accident on Third Street in Arlington, Virginia. A car driven by Davis failed to stop at a stoplight and collided with another vehicle. The drivers of the vehicles were not injured, but Davis' vehicle was disabled by the collision and could not be driven off Third Street.

In order to issue Davis a citation for his failure to stop at the traffic light, Parker asked Davis for his driver's license. Parker ran the license through an electronic database of criminal records, which revealed an active warrant for Davis' arrest. In light of this information, Parker told Davis that he was under arrest and proceeded to pat him down for weapons and search the contents of his pockets. Parker found and seized a handgun that Davis had under his coat.

Parker then reached into Davis' coat pocket and found an opaque bag, which he had to open in order to see its contents. Inside that bag he found four smaller, sealed clear baggies that each contained a white powdery substance, as well as a note that said, "8 pm, corner 5th & B St." Based on his training and experience, Parker believed that the white powdery substance was fentanyl. Subsequent laboratory analysis confirmed that the four smaller bags seized from Davis' coat pocket each contained almost one gram of fentanyl.

Parker also found $5,000 in bills and a cell phone in the front pocket of Davis' pants. Parker confiscated the money. He searched through the digital contents of the cell phone and read several text messages that Davis had sent to multiple individuals that night telling them that he would meet them at various locations, including 5th and B Streets at 8 p.m. He also found an image of Davis snorting a powdery substance from the surface of a large glass table.

Pursuant to the standard procedure of the Arlington Police Department concerning stalled or disabled vehicles, Parker arranged to have Davis' car towed to the impound yard maintained by the Department. Later that day, Parker, in compliance with standard police department procedures, searched Davis' car to make an inventory of its contents to prevent items from being lost and avoid accusations of theft by the police. In the back seat of the car, Parker found digital scales covered with a white powder, and he seized them as evidence.

Davis was charged with possession of fentanyl with the intent to distribute it. Prior to his trial, he moved to suppress the handgun, the cash, the opaque bag and its contents, the cell phone and its digital contents, and the digital scales found in the car, on the ground that these items were obtained in unlawful warrantless searches.

(a) How should the Court rule on the motion to suppress the handgun and the cash? Explain fully.

(b) How should the Court rule on the motion to suppress the opaque bag? Explain fully.

(c) How should the Court rule on the motion to suppress the cell phone and its digital contents? Explain fully.

(d) How should the Court rule on the motion to suppress the scales? Explain fully.

*** * * * ***

Question 4

In 2015, Harry, who lived in Suffolk, Virginia, executed a valid will which, after the usual introductory language, stated:

- *I nominate my wife, Winnie, as the executor of my estate. If Winnie is not able to serve, then I nominate my neighbor, Nancy.*
- *I give my 500 shares of City Bank stock to my cousin, Conner.*
- *I direct that my real estate be sold, and the proceeds paid to my wife, Winnie.*
- *I direct that the $100,000 in my savings account be held in trust and the income paid to the Suffolk Humane Society.*

The will had no other provisions.

In 2020, Harry and Winnie divorced. Conner died that year and was survived by his adopted son, Dan. Conner had no other descendants.

In 2021, the Suffolk Humane Society shut down and ceased to exist. About 5 miles east of where it had been located, there is another humane society that provides similar services.

In 2024, Harry died. He was survived by his brother, Bill. Harry had no children, and his parents pre-deceased him.

When Harry died, his estate consisted of a farm in Suffolk, 1,000 shares of stock in Stone National Bank, some jewelry and furniture, and a savings account with a balance of $100,000.

When Harry's will was executed in 2015, Harry owned 500 shares of stock in City Bank. That bank later merged into Stone National Bank, which issued 1,000 shares of its stock to Harry in exchange for his 500 shares of stock in City Bank.

After Harry's death, his will was probated, the farm was sold, and all taxes and debts were paid.

(a) To whom should the 1,000 shares of Stone National Bank stock be distributed? Explain fully.

(b) To whom should the jewelry and furniture be distributed? Explain fully.

(c) To whom should the $100,000 in the savings account be distributed? Explain fully.

(d) To whom should the net proceeds from the sale of the farm be distributed? Explain fully.

(e) Who should be appointed to serve as Harry's executor? Explain fully.

*** * * * ***

Question 5

In 2015, Whitney and Holden, both age 32, married and purchased a home in Roanoke, Virginia. Holden began a law practice immediately after they were married. Whitney worked as the executive chef at a high-end restaurant until the birth of their son, Sammy, in 2020. Holden's law practice grew, and all of his income went toward household expenses, including the mortgage and maintenance of their home. Holden and Whitney agreed that she would stay at home to raise Sammy until he entered grade school.

In 2022, Whitney discovered that Holden had been having numerous adulterous relationships. Whitney filed suit for divorce and demanded primary physical custody of Sammy, spousal support, and equitable distribution of the marital estate. Holden denied the alleged adultery and sought liberal visitation, joint legal custody, and equitable distribution of the marital estate.

On the eve of an *ore tenus* hearing to resolve all issues, Whitney and Holden entered into a written settlement agreement with the assistance of their respective legal counsel. The settlement agreement divided the marital estate and provided that, in consideration of Holden's conveying to Whitney his interest in the marital home, Whitney waived all claims to spousal support and all claims for future child support. They agreed to joint legal custody, and that Holden would have liberal visitation rights with Sammy two weekends a month. The trial court entered a final decree of divorce in December 2023. The decree affirmed, ratified, and incorporated by reference the settlement agreement.

In 2025, when Sammy entered kindergarten, Whitney needed to return to work because she needed more income to support herself and Sammy. Whitney asked Holden for financial support, but Holden said that he already paid her in full for all future spousal and child support. Holden offered to keep Sammy at least half of each month as a means to help Whitney financially, but Whitney refused.

Whitney then went back to work as a chef full-time, frequently working late and "on call" hours and asking Holden to pick Sammy up from school and take care of him until she got off work. One evening, while working in the restaurant, Whitney cut her hand. The injury was severe and required surgery, intensive physical therapy, and vocational rehabilitation. She will require convalescent care for at least eight months and will not have any income during that time.

Whitney has filed a motion for spousal and child support. Holden opposes Whitney's motion on the ground that the settlement agreement precludes her demand for such support. He has also filed a motion to amend the terms of shared custody in the settlement agreement so that Sammy would be with Whitney and him an equal amount of time. Whitney opposes Holden's motion on the grounds that the issue of custody was already determined in the settlement agreement and that her parents are available to assist her with Sammy while she recovers.

(a) Should the Court award Whitney spousal support? Explain fully.

(b) Should the Court require Holden to pay child support? Explain fully.

(c) What factors should the Court consider with respect to Holden's motion to amend the terms of shared custody in the settlement agreement, and how is the Court likely to rule? Explain fully.

END OF AM SESSION