Hypothetical #1

Plaintiff was employed by Defendant Company for the last 5 years. Defendant's policy as it relates to vacation is that each employee shall earn one week of vacation time per year, as specified in the employee manual. The one-week vacation is not earned until the employee works for a complete year. Policy does not allow for an employee to be paid for any unused vacation time - the time must be taken by the employee according to a schedule made by the employer. On February 21st, the Plaintiff left the employ of Defendant Company for reasons that are in dispute. Both parties agree that Plaintiff had a one-week vacation coming to him, but Plaintiff left before he could use those days or even make a request for vacation time. Defendant's written employment policy is silent as to payment of accrued, but unused, vacation time upon termination of employment.

Plaintiff sues for one week's wages for unpaid vacation time. Should Plaintiff be granted his claim?

YES **NO**

Hypothetical #2

Tenant (Plaintiff) files an action for return of a $750 damage deposit. Tenant occupied the property from January 1st through September 30th. Rent was $750 per month. Tenant called the landlord on September 25th stating that she would be moving as of the end of the month and states that the Landlord had agreed to that arrangement. Landlord denies that conversation. Tenant wrote a letter from her new address, dated October 3rd demanding return of her damage deposit. Landlord mailed Tenant a notice of damages which included a claim of $750 for replacement of carpet, alleging damage from tenant's 3 cats. The letter was dated November 5th. Rent had been paid through September 30th. There is no written lease agreement.

Tenant claims return of her damage deposit in the amount of $750. Landlord has filed a counter-claim for $1,500, representing October rent and damage to the carpet.

Does Tenant win her claim for the return of the $750 damage deposit?

YES **NO**

Does Landlord win his claim for the one month's rent for October?

YES **NO**

Does Landlord win his claim for the damage to the carpet?

YES **NO**

Hypothetical #3

Plaintiff and Defendant were involved in an automobile accident. Plaintiff was attempting to turn left out of a K-Mart parking lot onto a 5 lane roadway (2 lanes in each direction and a middle turn-only lane). The nearest lane to the Plaintiff had stopped to let him proceed to turn, and as he slowly moved forward he was struck by a vehicle proceeding in the through lane. Both parties were insured but neither had 'collision' rider on their policies.

Plaintiff files a small claim for $1,300. Which of these items claimed are allowed?

$700 for damage to the driver's side door	**YES**	**NO**
$55 for an estimate of the damage from a car dealership	**YES**	**NO**
$100 for time lost from work in obtaining the estimate	**YES**	**NO**
$150 for time lost from work for appearing in court	**YES**	**NO**
$125 for payment to a fellow employee for transportation to and from work while the car was being repaired	**YES**	**NO**
$120 for inconveniences	**YES**	**NO**
$50 for court costs	**YES**	**NO**

Hypothetical #4

Plaintiff took his 1989 Chevy to the licensed repair facility of the Defendant to have the engine replaced. The agreed upon price was $800 - $500 for the engine and $300 to remove and replace the old engine. The car was promised within two weeks of the Plaintiff towing the vehicle to Defendant's place of business. Six weeks later the Defendant called the Plaintiff to report that the vehicle was ready to be picked up.

Within one week after taking delivery of the car, the Plaintiff noticed a knocking sound to the engine and called the Defendant who agreed to have the car looked at again. Upon inspection, the Defendant indicated that the carburetor was making the gasoline "too rich" and needed to be replaced, which Defendant agreed to do for $150. Within days the knocking sound returned.

Plaintiff brings an action for $950 to recover the cost of the original repair and a new carburetor on the basis that the Defendant improperly installed the engine. Defendant contends that Plaintiff's car had many problems beside the engine to begin with and that a carburetor is not part of a used engine in any case.

Who wins? **Plaintiff** **Defendant**

Hypothetical #5

Plaintiff went to the home of the Defendant to collect a debt of $150 that Plaintiff had loaned to the Defendant a month earlier. The parties are cousins. While at the home of the Defendant, an argument ensued and words escalated to shoves. Plaintiff was ordered from the home in the heat of anger and was pushed out of the door. The Defendant followed Plaintiff to his car and, Plaintiff alleges, pushed Plaintiff again causing his glasses to fall and break. After Plaintiff was in the car, Defendant punched the driver's side window and broke it.

Plaintiff brings an action in Small Claims claiming the original loan of $150, an additional $125 for replacement of the glasses, and $100 for replacement of the car window. Defendant agrees as to the car window, but alleges that Plaintiff's glasses fell off of his face due to a bad fit. Defendant states that only $75 is owing on the debt. Of course, there is no note or other written evidence of the debt.

It becomes clear to the Court that a portion of Plaintiff's claim involves an intention tort.

Do you hear the case at all? **YES** **NO**

Hypothetical #6

John buys a case of beer at the local drug store. At the register, the beer scans at $15.99, although there is a sticker on the beer for $14.99. He demands that the store pay him the difference between the two prices, plus five times that amount. The store clerk testifies that John was demanding five times the price of the case of beer and when she refused, John became verbally abusive. The clerk demanded at one point that John leave the store or she would call the police. John denies any inapproiate language was used.

John sues for five times the difference between the sticker and scanning price, plus Court costs in the amount of $57.00 ($32.00 filing fee plus $25.00 service fee). He also seeks $250.00 for violation of the Comsumer Protection Act.

How much does John (Plaintiff) recover?

$5 plus costs **$255 plus costs**

Hypothetical #7

Defendant delivered a check to Jack's Auto in the amount of $250. The check was dishonored by the bank for non-sufficient funds. Jack's Auto mailed a first class letter to the Defendant informing him of the bounced check and demanding that the check be covered. The notice included a demand for a $25 processing fee if the check was covered within 7 days, or a $35 processing fee if paid within 30 days of the notice. After 30 days, Jack's Auto received no reply from the Defendant.

Jack's Auto brings an action to recover on the check.

How much does Jack's Auto recover for the bounced check (excluding court costs)?

$285 **$1,000**