

Diana Prince - Color Commentary Exhibit

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625 / 1000

Color Commentary — Your Paper, Marked to Elite

Green = full credit Red = lost points Black = missing to reach elite

Cassie and Diego are divorcing after a twelve-year marriage. Florida follows equitable distribution, meaning marital assets are divided fairly between the parties. The major issues involve BeatBlast Audio, the marital residence, Cassie's inheritance, alimony, dissipation of assets, and attorney conflicts.

Cassie Ramos v. Diego Ramos

I. Whether BeatBlast Audio Is Marital or Nonmarital Property Subject to Equitable Distribution

Issue

The first issue is whether BeatBlast Audio is marital or nonmarital property. Specifically, whether the recording studio founded by Diego prior to the marriage should be characterized entirely as Diego's nonmarital property, partially nonmarital and partially marital, or predominantly marital property subject to equitable distribution under Florida law.

Rule

Florida follows an equitable distribution framework codified in section 61.075, Florida Statutes. In dissolution proceedings, the court must first identify and classify assets as either marital or nonmarital before distributing them equitably. Nonmarital assets generally include property acquired prior to the marriage and assets acquired separately by gift or inheritance. However, appreciation, enhancement, and income derived from nonmarital assets may become marital where marital labor, marital funds, or the active efforts of either spouse contributed to the increase in value during the marriage.

Florida courts distinguish between passive appreciation and active appreciation. Passive appreciation resulting solely from market forces ordinarily remains nonmarital absent commingling. By contrast, active appreciation attributable to marital labor, management, reinvestment of marital income, or the efforts of either spouse during the marriage constitutes a marital asset. When a business predates the marriage but substantially increases in value during the marriage because of marital labor or marital funds, the premarital component remains nonmarital while the marital enhancement becomes subject to equitable distribution.

The spouse asserting that property is nonmarital bears the burden of tracing the premarital component with reasonable specificity. Courts closely examine whether marital income was reinvested into the enterprise, whether either spouse contributed labor or support facilitating the growth, and whether the appreciation resulted from active management rather than passive market appreciation.

Application

Diego founded the studio four years before the marriage using \$60,000 of premarital savings. That initial premarital ownership interest constitutes Diego's separate nonmarital property. Diego therefore begins with a legitimate claim that the original enterprise itself originated before the marriage. **Property acquired before marriage is generally nonmarital. Diego will argue that because he founded the company before marriage and remained the sole shareholder, the business belongs entirely to him.** However, the overwhelming weight of the facts demonstrates that the substantial appreciation and present enterprise value accrued during the marriage through active marital efforts and reinvestment of marital resources. The studio's value increased to approximately \$850,000 during the marriage. **Here, Diego reinvested marital earnings into equipment, added a second leased space, and hired additional engineers during the marriage. The business also increased substantially in value during the marriage.** The facts expressly state that Diego routinely reinvested marital earnings into studio equipment, expanded into a second leased recording space, and hired additional engineers. The company's books and tax returns further reflect that the bulk of the studio's growth occurred during the marriage. These facts are precisely the type Florida courts rely upon when classifying appreciation as marital.

Most importantly, Diego's own labor during the marriage was the driving force behind the business's expansion. BeatBlast Audio is not a passive stock portfolio appreciating due to external market conditions. It is an operating service business dependent upon Diego's ongoing managerial skill, client relationships, reputation, and operational oversight. Florida courts repeatedly characterize the increase in value of closely held businesses as marital where the appreciation is directly tied to the active labor of a spouse during the marriage. **Cassie further contributed by leaving the workforce and caring for the children, which allowed Diego to devote more time to the business.** After the birth of the children, she abandoned full-time employment and ultimately ceased working entirely in order to manage the household and care for the children. Florida courts recognize homemaking and child-rearing contributions as substantial marital contributions supporting equitable distribution. Cassie's domestic labor allowed Diego to devote extraordinary time and energy to growing BeatBlast Audio. Thus, even though Cassie did not directly work inside the studio, her contributions materially facilitated the company's expansion. **Diego will argue that he alone operated the studio and that his own talent caused the business to succeed.** He will further contend that no ownership interest was ever transferred into joint title and that the business therefore retained its separate character. He

may also argue that at least some portion of the increase reflects goodwill or market recognition attributable uniquely to his premarital talent and reputation.

Those arguments are insufficient to defeat classification of the marital enhancement. Florida law does not require formal retitling for active appreciation to become marital. Nor does sole ownership immunize appreciation generated through marital labor and marital investment. The facts specifically establish reinvestment of marital earnings into the business and substantial expansion during the marriage. Moreover, because the company's books demonstrate that most growth occurred after the marriage began, Diego would face substantial difficulty proving that the present value merely reflects premarital equity.

At most, Diego is likely entitled to receive a credit or setoff for the value of the business as it existed on the date of marriage, including any traceable premarital goodwill. The appreciation occurring thereafter is overwhelmingly likely to be deemed marital.

Counterarguments

Diego's strongest argument is that the business's foundation, reputation, and core client base predated the marriage, and therefore much of the current value derives from a premarital asset that merely matured over time. He may attempt to characterize portions of the increase as passive appreciation attributable to industry trends, technology growth, or preexisting business momentum.

He may also argue that Cassie never directly participated in management, ownership, accounting, or operations of the studio and therefore should not receive a substantial share of the appreciation.

However, these arguments are weakened by the explicit facts demonstrating active reinvestment of marital income, physical expansion of operations, and growth generated during the marriage. The direct use of marital funds to enhance the enterprise substantially undermines any claim that the appreciation remained purely separate.

Conclusion

However, because marital funds and marital efforts contributed to the company's appreciation, the court will likely find that the original premarital value remains Diego's separate property while the increase in value is marital property subject to equitable distribution. The court will almost certainly classify Diego's original premarital ownership interest in BeatBlast Audio as nonmarital property. However, the substantial increase in value occurring during the marriage, generated through Diego's active labor and the reinvestment of marital funds, will almost certainly be deemed marital property subject to equitable distribution.

II. Whether the Coral Gables Marital Residence Is Marital or Nonmarital Property

Issue

The next issue is the Coral Gables marital residence. Specifically, whether the residence should be classified as marital property subject to equitable distribution.

Rule

Under Florida law, property acquired during the marriage is presumptively marital property subject to equitable distribution. The presumption can be rebutted only by clear and convincing evidence that the property was acquired by non-marital means, such as gift, devise, descent, or as income derived from nonmarital property if the parties have treated and maintained it as nonmarital property. Joint titling of property during the marriage creates a strong presumption of marital property status.

Application

Property acquired during marriage is presumed marital property. Here, the residence was purchased during the marriage using joint savings, title was jointly held, and mortgage payments came from marital income. There is no evidence of a valid agreement making the home nonmarital. The facts establish that the home was purchased with marital funds, held in joint title by both parties, and maintained through marital income throughout the marriage. No evidence suggests any agreement or conduct converting the residence into separate property. The residence clearly served as the marital homestead and was treated by both parties as jointly owned marital property.

Diego has presented no facts that would rebut the strong presumption that jointly titled property acquired during marriage with marital funds constitutes a marital asset.

Conclusion

Therefore, the court will likely classify the residence as marital property and divide it equitably.

III. Whether Cassie's Brokerage Account and Paintings Are Marital or Nonmarital Property

Issue

Another issue is Cassie's inheritance. Specifically, whether Cassie's inherited funds, brokerage account, and artwork remain her separate nonmarital property or became marital assets through commingling, gifting, or transmutation.

Rule

Under Florida law, assets acquired separately by inheritance are presumptively nonmarital property. Inherited assets generally retain their nonmarital character so long as the recipient spouse maintains them separately and does not commingle them with marital funds or otherwise demonstrate donative intent toward the marital estate.

Commingling occurs where separate and marital assets become so interwoven that tracing becomes impracticable. Additionally, a spouse may convert separate property into marital property through an interspousal gift. Courts evaluate donative intent through objective conduct, including joint titling, shared use, statements characterizing the property as jointly owned, and treatment of the asset during the marriage. The spouse claiming that inherited property remains separate bears the burden of tracing the asset and demonstrating that it maintained its separate identity.

Application

Cassie inherited \$150,000 from her grandmother during the marriage. Inherited property is generally nonmarital if it remains separate and identifiable. Cassie placed \$100,000 into a brokerage account solely in her own name and never commingled the account with marital funds. Diego did not contribute to or manage the account. No marital funds were deposited into the account, and no evidence suggests joint use, joint titling, or commingling.

These facts constitute textbook preservation of a separate inherited asset. The funds remained isolated, traceable, and solely controlled by Cassie. Therefore, the brokerage account will likely remain Cassie's nonmarital property. The paintings present a closer issue. Cassie purchased the paintings using inherited money, which suggests they are separate property. However, she displayed them in the marital residence and referred to them as "ours" to friends. Diego will argue this demonstrates donative intent and that Cassie converted the paintings into marital property. Cassie will argue that the paintings were purchased solely with inherited funds and no title transfer occurred. Because the paintings were integrated into the marital home and treated as shared property, the court may conclude they became marital assets, although reasonable arguments exist on both sides. The paintings present a substantially closer question. Cassie used \$50,000 of inherited funds to purchase two original paintings. Although inherited funds initially financed the purchase, her subsequent conduct strongly suggests donative intent toward the marriage. She displayed the paintings prominently in the marital residence and repeatedly described them to friends as "ours."

Florida courts frequently treat statements and conduct evidencing shared ownership as proof of an interspousal gift. Unlike the segregated brokerage account, the paintings were integrated into the marital home and affirmatively represented as jointly owned marital property. Cassie's use of collective language is particularly damaging because courts evaluate objective manifestations of intent rather than undisclosed subjective beliefs.

Diego therefore possesses a strong argument that Cassie transmuted the paintings into marital assets through donative conduct.

Cassie will argue that the paintings were purchased exclusively with traceable inherited funds and were never jointly titled. She may further contend that merely displaying artwork in the marital residence does not destroy separate ownership.

Although that argument has some force, her repeated characterization of the paintings as "ours" substantially weakens her position. Florida courts place significant weight upon outward manifestations of donative intent.

Counterarguments

Cassie's strongest argument is traceability. The paintings were purchased entirely with inherited money that remained identifiable and separate from marital funds. She may argue that casual conversational references to "ours" merely reflected shared enjoyment rather than legal intent to gift ownership.

Diego, however, will emphasize that the paintings were treated as shared marital property and displayed as joint household assets for years. The court may reasonably infer that Cassie intended to contribute them to the marriage.

Conclusion

The Charles Schwab brokerage account will almost certainly remain Cassie's nonmarital property because the inherited funds remained segregated and fully traceable. The paintings, however, are substantially more likely to be deemed marital property because Cassie's conduct and statements strongly evidence donative intent and transmutation into marital assets.

IV. Whether Cassie Is Entitled to Durational Alimony

Issue

Another issue is alimony. Specifically, whether Cassie is entitled to durational alimony based upon her diminished earning capacity, medical condition, and contributions during the marriage.

Rule

Florida courts consider the requesting spouse's need and the other spouse's ability to pay, as well as factors such as duration of marriage, health, earning capacity, and contributions to the marriage. Once need and ability are established, courts examine multiple statutory factors including the duration of the marriage, the standard of living established during the marriage, the age and health of the parties, earning capacities, educational levels, contributions to the marriage, and responsibilities for minor children.

A twelve-year marriage is generally considered a moderate-term marriage under Florida law. In moderate-term marriages, durational alimony may be awarded where permanent support is unnecessary but economic assistance is justified for a defined period.

Courts also consider whether one spouse sacrificed career advancement to support the family or facilitate the other spouse's professional success.

Application

Cassie possesses a compelling claim for durational alimony. This was a twelve-year marriage, making it a moderate-term marriage. placing it squarely within the moderate-term category where durational alimony is commonly awarded. Cassie left the workforce to raise the children and now suffers from rheumatoid arthritis that limits her ability to return to graphic design work. Cassie substantially reduced and ultimately abandoned her professional career to raise the parties' children and manage the household. Those sacrifices directly benefited Diego's ability to expand BeatBlast Audio. Her earning capacity is now materially impaired not only by workforce absence but also by rheumatoid arthritis, which her physician documents as substantially limiting the fine-motor design work her profession required.

These facts strongly support both need and diminished rehabilitative potential. Although Cassie previously possessed marketable skills as a graphic designer, the combination of physical limitations and prolonged absence from the workforce substantially reduces her immediate earning capacity. Diego appears financially successful through BeatBlast Audio and likely has the ability to pay support. Meanwhile, Diego appears to possess significant ability to pay. His business is valued at approximately \$850,000 and appears financially successful. The parties maintained a standard of living sufficiently high to support a Coral Gables residence and substantial discretionary expenditures. Cassie will argue she sacrificed career advancement to support the family and now has reduced earning capacity because of her health condition. Diego will argue Cassie still possesses employable skills and will receive substantial assets through equitable distribution. Diego may argue that Cassie retains some capacity for freelance work or retraining and therefore does not require significant support. He may also contend that the marriage was not sufficiently long to justify extended alimony.

Those arguments are unlikely to eliminate support altogether. Cassie's documented medical condition materially strengthens her claim because it directly affects the precise fine-motor work required by her profession.

Counterarguments

Diego's strongest argument is that Cassie is not permanently disabled and may eventually resume part-time or alternative employment. He may further argue that equitable distribution itself will provide substantial financial resources.

Nevertheless, Cassie's long absence from the workforce, medical impairment, and homemaking contributions strongly favor an award of durational alimony.

Conclusion

However, given Cassie's demonstrated need and Diego's apparent financial ability, the court will likely award **durational alimony**. Cassie is highly likely to receive durational alimony. The court will likely conclude that she demonstrated substantial need, that Diego has the ability to pay, and that her career sacrifices and medical limitations justify meaningful support for a defined duration.

V. Whether Diego Dissipated Marital Assets

Issue

Another issue is **Diego's spending during his affair with Lana**. Specifically, whether Diego's expenditures on Lana during the extramarital affair constitute dissipation or waste of marital assets warranting an unequal distribution credit in Cassie's favor.

Rule

Florida courts may consider dissipation or waste of marital assets when marital funds are used for nonmarital purposes during the breakdown of the marriage. Dissipation generally occurs where one spouse uses marital funds for his or her sole benefit and for a purpose unrelated to the marriage at a time when the marriage is undergoing an irreconcilable breakdown.

Courts commonly find dissipation where marital funds are spent on extramarital affairs, including gifts, vacations, hotel rooms, vehicles, or luxury expenditures benefiting a paramour.

Application

The evidence of dissipation here is unusually strong. **Diego spent approximately \$40,000 on vacations, hotel rooms, jewelry, and a convertible for Lana**. Bank records demonstrate that Diego spent approximately \$40,000 of marital funds on hotel rooms, vacations, jewelry, and a leased convertible used exclusively by Lana during the affair.

These expenditures provided no marital benefit whatsoever and instead diverted marital resources toward Diego's extramarital relationship. The expenditures were substantial, intentional, and exclusively personal. Courts routinely characterize precisely this type of conduct as marital waste. **Cassie will argue this spending was solely related to Diego's affair and provided no benefit to the marriage**. **Diego may respond that some expenditures were related to business because Lana worked at BeatBlast Audio**. However, most of the expenditures appear personal rather than business-related. That argument is weak. The nature of the expenditures — jewelry, vacations, hotel stays, and a vehicle used exclusively by Lana — overwhelmingly supports the conclusion that the funds were expended for personal romantic purposes unrelated to legitimate business operations.

Counterarguments

Diego's strongest defense is temporal. He may contend that the marriage had not yet entered an irretrievable breakdown phase when the expenditures occurred.

However, the scale and nature of the spending strongly suggest intentional diversion of marital assets regardless of formal filing dates.

Conclusion

Therefore, the court will likely find that Diego dissipated marital assets and may compensate Cassie through unequal distribution or credits. The court is highly likely to find that Diego dissipated marital assets and to award Cassie a corresponding credit or unequal distribution adjustment approximating the improperly expended marital funds.

VI. Whether Liang & Associates Should Be Disqualified

Issue

The final issue involves Liang & Associates representing Cassie. Specifically, whether Liang & Associates should be disqualified from representing Cassie because Diego previously consulted with another attorney at the same firm regarding BeatBlast Audio and disclosed confidential financial information.

Rule

Under the Florida Rules of Professional Conduct, an attorney owes duties of confidentiality and loyalty not only to current clients but also to prospective clients who consult with the attorney regarding possible representation. Even absent formal retention, a lawyer who receives confidential information from a prospective client may be prohibited from representing materially adverse interests in the same or a substantially related matter where the information could be significantly harmful.

Conflicts are generally imputed throughout the firm. Thus, where one attorney receives confidential information creating a conflict, the entire firm may be disqualified absent informed written consent or effective screening where permitted.

Florida courts apply a particularly strict standard in family law matters because confidential financial information is often central to the litigation.

Application

Diego previously consulted with Carlos Reyes at the firm regarding financing and expansion of BeatBlast Audio. During that consultation, Diego disclosed confidential financial information, including revenue projections and valuation data. Those disclosures are directly relevant to the current dissolution proceeding

because BeatBlast Audio's valuation and characterization are central disputed issues in equitable distribution. The matters are therefore substantially related.

Moreover, the information Diego disclosed would plainly be significantly harmful if used against him in the divorce litigation. Knowledge of confidential financial projections and internal valuation assessments could materially affect litigation strategy, settlement leverage, and business valuation positions.

Most damagingly, the firm's own intake software flagged the conflict when Cassie's matter was opened, yet Maggie nevertheless proceeded without obtaining Diego's informed written consent. This fact strongly suggests actual awareness of the conflict and failure to remedy it. **Later, the firm represented Cassie in the divorce proceeding. Under the professional conduct rules, attorneys may not represent a new client against a former client in the same or substantially related matter if confidential information was obtained. Diego will argue the prior representation substantially relates to the divorce because BeatBlast Audio valuation is central to equitable distribution. Cassie may argue the prior consultation involved only financing matters and Diego never formally retained the firm.** Cassie may argue that Diego never formally retained Liang & Associates and merely engaged in a preliminary consultation unrelated to the dissolution proceeding itself. That argument is unlikely to prevail. Florida ethical rules expressly protect prospective clients who disclose confidential information during consultations, even absent formal retention.

Counterarguments

Cassie's strongest argument is that the prior consultation concerned business financing rather than family law and therefore was not substantially related.

However, because BeatBlast Audio's valuation lies at the core of the dissolution proceeding, the overlap is substantial and unavoidable.

Conclusion

However, because confidential financial information concerning the business was disclosed and is directly relevant to this litigation, the court will likely disqualify Liang & Associates. The court is highly likely to disqualify Liang & Associates from representing Cassie because Diego disclosed confidential financial information during a prior consultation substantially related to issues now central to the divorce litigation.

VII. Whether Cassie's Contingency Fee Agreement Is Enforceable

Issue

The final issue is whether Maggie Liang's contingency fee agreement providing for payment equal to thirty percent of any equitable distribution, alimony award, or property settlement is enforceable under Florida law.

Rule

Florida law and the Rules Regulating The Florida Bar prohibit contingency fee arrangements in domestic relations matters where the fee is contingent upon securing a divorce, alimony, support, or equitable distribution. Such agreements are deemed contrary to public policy because they may improperly incentivize attorneys to frustrate reconciliation or maximize family conflict for financial gain.

Although contingency arrangements may sometimes be permissible for collection of already-established support arrearages, contingency fees tied directly to obtaining equitable distribution or alimony in a dissolution action are prohibited and unenforceable.

Application

Maggie's fee agreement expressly provides that she will receive thirty percent of any "net financial recovery" obtained through equitable distribution, alimony, or property settlement.

This language falls squarely within the category of prohibited domestic-relations contingency fees. The fee is directly tied to the amount Cassie recovers in the dissolution proceeding itself.

Because the agreement conditions the attorney's compensation upon the size of the recovery obtained through alimony and equitable distribution, it violates Florida public policy and the Rules Regulating The Florida Bar.

Cassie may argue that the agreement merely reflects compensation for property recovery rather than dissolution itself. Maggie may also argue that the arrangement promotes access to counsel.

Nonetheless, Florida courts consistently invalidate contingency fees tied to alimony and equitable distribution awards.

Counterarguments

Maggie's strongest argument is functional fairness — namely, that Cassie may lack liquidity to finance prolonged litigation against a financially superior spouse.

However, Florida addresses that concern through statutory attorney's fee shifting provisions rather than contingency fees tied to marital recovery.

Conclusion

The contingency fee agreement is almost certainly unenforceable because Florida law prohibits contingency fees based upon alimony, equitable distribution, or property recovery in dissolution proceedings.

Overall Conclusion

In conclusion, the court will likely determine that BeatBlast Audio is partly marital and partly nonmarital property, classify the Coral Gables residence as marital property, and find Cassie's brokerage account

remains separate property. The paintings may be classified as marital property because of evidence suggesting donative intent. Cassie will likely receive durational alimony, and Diego likely dissipated marital assets through spending connected to the affair. Finally, Liang & Associates will probably be disqualified because of the conflict involving Diego's confidential financial information. The court will likely conclude that the marital appreciation of BeatBlast Audio is subject to equitable distribution while preserving Diego's traceable premarital ownership component as nonmarital property. The Coral Gables residence will be classified as marital property subject to equitable distribution. Cassie's segregated brokerage account will likely remain her separate inherited property, while the paintings are substantially more likely to be treated as marital assets due to donative intent and transmutation. Cassie possesses a strong claim for durational alimony based upon the moderate-term marriage, her career sacrifices, diminished earning capacity, and documented medical condition. Diego's expenditures on Lana almost certainly constitute dissipation of marital assets warranting an unequal distribution credit. Liang & Associates will likely be disqualified due to the firm's prior consultation with Diego involving confidential financial information substantially related to the present litigation. Finally, Maggie Liang's contingency fee agreement is almost certainly void and unenforceable under Florida law prohibiting contingency fees in domestic-relations matters involving equitable distribution and alimony.

Detailed Assessment

Bar Exam Grading Assessment

SCORE: 575-625 out of 1000

This essay falls in the D+ to C- range and would likely not result in a passing bar score in most jurisdictions.

Detailed Analysis

Strengths

1. Reasonable organizational structure - The essay proceeds through issues in a logical order
2. Basic rule identification - The writer demonstrates general awareness of equitable distribution, alimony, and professional conduct principles
3. Fact application attempts - The essay does apply facts to legal standards in most sections
4. Identifies key issues - BeatBlast Audio, inheritance, alimony, dissipation, and attorney conflicts are all recognized

Critical Deficiencies

1. Missing Major Issue (Fatal Omission)

The essay completely omits Issue 8 - whether Maggie's contingency fee agreement is enforceable. This is a distinct, separately testable issue worth approximately 12-15% of the exam. This omission alone likely costs 120-150 points.

2. Incomplete Issue Spotting

- Missing Issue 2: The essay never separately addresses the Coral Gables marital residence as a distinct issue, instead treating it as a brief afterthought. The 940-scoring essay and the benchmark essays treat this as a separate, full issue.
- The essay conflates issues rather than analyzing each discretely

3. Shallow Legal Analysis

BeatBlast Audio section:

- Uses vague language: "some of the business increase may be marital property"
- Lacks specific citation to enhancement doctrine and active vs. passive appreciation
- No discussion of burden of proof or tracing requirements

- Compare to 940 essay's detailed treatment of § 61.075(6)(a)1.b and case law principles

Alimony section:

- Mentions factors but provides no framework for durational alimony
- No citation to § 61.08 or discussion of moderate-term marriage standards
- No mention of durational cap (60% of marriage length)
- Cursory treatment that would receive minimal credit

Attorney conflict section:

- Basic identification but lacks Rule 4-1.9 and 4-1.10 framework
- No discussion of "substantially related matter" test
- No analysis of imputation throughout firm
- Missing the intake software detail showing actual knowledge

4. Weak Rule Statements

Compare these formulations:

This essay: "Inherited property is usually separate property unless it gets mixed together with marital property."

940 essay: "Under Florida law, assets acquired separately by inheritance are presumptively nonmarital property. Inherited assets generally retain their nonmarital character so long as the recipient spouse maintains them separately and does not commingle them with marital funds or otherwise demonstrate donative intent toward the marital estate."

The depth difference is substantial.

5. Inadequate Counterargument

- Most sections present Diego's position in a single sentence
- No genuine engagement with opposing arguments
- Compare to 940 essay's dedicated "Counterarguments" subsections with detailed rebuttal

6. Conclusory Rather Than Analytical

Frequent use of:

- "probably"
- "may be entitled"
- "could decide either way"
- "will likely"

Without explaining the legal reasoning supporting these conclusions.

7. Poor IRAC Structure

- Rules are often embedded in analysis rather than stated clearly upfront
- Minimal distinction between rule explanation and fact application
- Conclusions often repeat the issue without synthesizing the analysis

8. Missing Legal Nuance

Paintings issue:

- Fails to discuss interspousal gift doctrine with specificity
- No analysis of objective manifestation of donative intent standard
- Compare to the detailed treatment in the 940 essay

Dissipation issue:

- No discussion of temporal requirement (during breakdown of marriage)
- No explanation of remedy (credit vs. add-back to marital estate)

Comparison to Benchmark Essays

vs. 940 Essay:

- 940 essay: 6 complete issues, each with full IRAC, statutory citations, counterarguments
- This essay: 5 issues (missing contingency fee), superficial treatment, minimal legal authority

vs. 750-850 Essay:

- 750-850 essay: 8 issues identified with statutory citations and clearer rule statements
- This essay: Missing two full issues, much weaker rule articulation

vs. 640-690 Essay:

This essay is comparable to the 640-690 benchmark in several ways:

- Both have organizational clarity
- Both miss at least one major issue
- Both provide basic rule statements without depth

- Both lack sophisticated counterargument

However, this essay is slightly weaker:

- The 640-690 essay at least mentions the contingency fee briefly in conclusion
- The 640-690 essay has slightly better IRAC discipline

vs. 450-480 Essay:

This essay is notably stronger than the failing essay:

- Better organization
- More complete fact application
- Fewer errors of law
- Clearer writing

Scoring Breakdown (Estimated)

Issue	Possible Points	Earned	Notes
BeatBlast Audio	150	75-85	Basic identification, weak analysis
Marital Residence	100	20-30	Severely underdeveloped
Brokerage Account	100	60-70	Adequate but shallow
Paintings	125	60-75	Issue spotted, weak legal framework
Alimony	125	50-65	Missing statutory framework
Dissipation	125	65-80	Basic treatment, missing nuance
Attorney Conflict	150	70-90	Identified but lacks rule precision
Contingency Fee	125	0	**Completely omitted**
TOTAL	**1000**	**575-625**	

Recommendations for Improvement

1. Issue completeness: Develop checklist to ensure all issues are identified
2. Rule depth: Memorize specific statutory sections and standards
3. IRAC discipline: Separate rules clearly from application
4. Counterargument: Dedicate space to opposing positions
5. Conclusion precision: Synthesize analysis rather than hedge

Grade: D+ to C- (575-625/1000)

This performance would likely not achieve a passing score on the Florida Bar Exam.