

ExamID: _____

Law School of Harvard University / 2025–2026

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Conflict of Laws: Final Exam

STEPHEN E. SACHS

Harvard Law School

Exam type: IN-CLASS

Exam mode: CLOSED

Exam time: 9 a.m. to 1 p.m. (4 hours), Wednesday, May 6, 2026

Exam room: WCC 2004

Word limit: 2500

This exam is 8 pages long. Please check to see that you have all 8 pages.

MATERIALS AND MECHANICS

For this exam, you may bring with you and use **any paper materials**. (In fact, you **must bring your textbook and coursepack**, and you should print your outline in advance.) But you may not use any digital materials, such as digital copies of the textbook (per the syllabus). The exam mode is “CLOSED”: the Exam4 software won’t let you access your hard drive or the Internet, cut-and-paste text from other documents, or exit the software during the exam. **You may not consult anyone, employ AI, or access the Internet during the exam, nor may you use any other digital or network-capable devices, such as cell phones. *Your exam must be entirely your own work.***

By submitting your exam answer(s), you acknowledge the above instructions, and certify that the work you are submitting is your own, that you have not received unauthorized assistance on the exam, including use of AI (such as ChatGPT and other large language models) unless explicitly permitted by your instructor, and that you have followed applicable rules, including rules for accessing reference and other materials during the exam.

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ANONYMITY

Exam4 will automatically print your anonymous ID and word count on the exam copy, which you won't be able to read or edit after it's submitted. Because the exam may be administered to some students at different times, please don't discuss its contents with anyone until either the exam period ends or you've been notified that all exams are in.

Also, to help with the independent and anonymous grading of each of your answers, *please use the “Answer Separator” function* to indicate separate answers to separate questions.

Harvard's rules prohibit student contact with faculty before, during, and after the exam regarding the personal scheduling or administration of an exam for that student until the student's grade is posted. Such contact is prohibited even if the anonymity of the student's exam is preserved; this policy extends to communications to the full class. To maintain anonymity and to ensure compliance by students with this policy, I've been asked not to communicate in any way, including through email or the course website, with individual students or the class as a whole regarding the exam while the exam is in progress or until the posting of the students' grades after the exam. If a student contacts me, I'm not to respond but to contact the Registrar's Office instead. (I will, however, be thinking about you guys!) In case of emergencies, *contact the Registrar's Office directly.*

CONTENTS

This exam consists of **three essay questions**. Your answers are limited to **2500 words** in total. This is a strict limit, and additional words won't be read—not as a penalty, but as a uniform way of ensuring fairness to students who stayed within the limit.

Brevity is appreciated, and you aren't required to write that much. Make sure to watch your word count, so that you don't find yourself making substantial cuts in the last few minutes.

Each question is accompanied by a point value, a recommended time allocation, and a recommended word limit. These are only recommendations! Allocate your time and words in whichever way seems best to you.

SUGGESTIONS

In general, please follow the advice given in John H. Langbein's *Writing Law Examinations*, <https://bit.ly/3h5rVdG>. A few specific recommendations:

- (1) *Make sure that you read each question carefully.* Pay attention to the point values: they signal how important each question will be. I suggest that you reserve thirty minutes at the beginning for reading the whole thing, as well as another thirty minutes at the end for proofreading and correcting. (The recommended time allocations assume you'll do this.) Separately, I'd encourage you to spend up to one-third of your time on each question just sketching out answers with pencil and paper before starting to type. If you just dive in, you'll get lost halfway.
- (2) *Organize your answers clearly.* You don't need to follow any one format with rigor (IRAC, etc.), but it greatly helps to identify an applicable legal standard before applying it. Stating conclusions clearly will also be helpful to me when grading. (The more easily I can find the points that you've earned, the more of those points you'll actually receive!) Mentioning individual rules, statutes, or cases will sometimes be necessary or serve as useful shorthand, but chapter-and-verse citations are usually a waste of your time. Abbreviations and the like are fine, but you're being given many hours to compose your answers, so those answers should be *polished*.
- (3) *Make sure you have copies of all of your class materials available.* If a particular legal standard hasn't received any substantial attention either in the book or in my lectures, it's unlikely to be tested. That said, the exam is open-book and could require close parsing of a provision we haven't addressed at length—or, indeed, at all.
- (4) *Apply the doctrine as it stands today.* As noted on the syllabus, the exam doesn't ask things like "how would this case have been decided in 1872?" It only tests on the law as understood in American courts as of the date of the exam, including any recent developments or statutes.

- (5) *Unless you're given specific details to the contrary, you may assume:* that every party is properly served; that every pleading is properly pleaded; that all filings are timely; that every motion, brief, or response presents the best available arguments for its position; and so on. Don't try to invent new and helpful facts or law not mentioned in the exam.
- (6) *With respect to conflict of laws in particular, unless you're given specific details to the contrary, you may assume:* that each state uses the conflicts principles listed in the Coyle, Dodge & Simowitz chart on the syllabus; that states relying on the Second Restatement have adopted any rules the text-book describes as belonging to the 1988 revised version thereof; that each state uses an appropriately modified version of § 187 in regard to choice-of-law agreements; and that each state's long-arm statute extends its personal jurisdiction as far as the U.S. Constitution would allow.
- (7) *If there are issues that seem inconclusive or that require more information, you should say so.* Some of them may be intentional! Or if one answer to an unclear issue seems better than another, but not conclusively so, you should say that too. Likewise, not every issue suggested by the fact pattern is actually relevant to the question asked; discussing irrelevancies will only cost you time.
- (8) **This one is very important:** *When listing reasons why a particular result would be legally correct, don't give just one; give as many as are correct, even if just one of them would be enough to win or lose on that issue. Don't assume that I'll know you know the basics; show me that you do!*

GRADING

Answers will be graded on your understanding and analysis, as well as on clarity of exposition. Individual questions will be curved, to reward those who do well on harder questions, and the exam as a whole will be curved also. Final grades will be calculated in compliance with the syllabus and with Harvard's grading policies, both written and customary.

**DO NOT TURN TO THE NEXT PAGE
UNTIL THE PROCTOR TELLS YOU TO BEGIN**

— START OF EXAM —

Q.1. “Llama-Sanctioned Unions”: (60 pts, ≈ 1 hr 50 min, up to ≈ 1500 words)

The Leslie Lane Llama Farm of Seguin, Tex., has long rented out its llamas for events and corporate functions, including weddings. One such wedding is depicted below.



Photo © Leslie Lane Llamas. Used per 17 U.S.C. § 107.

Concerned for the welfare of the llamas involved, who might be upset to learn that spouses whose wedding they attended are no longer together, the Texas legislature enacted the Llama-Sanctioned Union Act, which provides in relevant part as follows:

§ 1. Short Title. This Act shall be known as the “Llama-Sanctioned Union Act.”

§ 2. Purposes. This Act is intended to defend the integrity of Texas marriages; to empower Texans, through unambiguous formalities, to secure their

relationships over time; to promote the business of Texas llama-rental facilities, by enabling them to provide their customers with a unique and valuable legal status; and to protect the emotional and moral interests of Texas llamas.

§ 3. Definitions. For purposes of this Act:

(a) A “llama-sanctioned union” is a union between two persons that meets all other requirements of a valid marriage under this State’s law; is validly celebrated in this State in the presence of two or more llamas; and is registered under § 5 within seven days of such celebration.

(b) A “llama witness” includes any llama described in subsection (a) who continues to reside in this State, and a “caretaker” includes any legal owner of a llama witness.

(c) The “Llama Trustee” shall be a meet person, learned in the law, appointed by the Governor to enforce this Act.

(d) A “llama” includes any camelid of the genus *Lama*, including any llama, alpaca, vicuña, allocamelus, or chilihueque.

§ 4. Irrevocability. A llama-sanctioned union shall carry all the legal incidents of marriage and shall be irrevocable while either member of such union still lives. No court, in this State or out of it, shall issue or recognize any purported divorce of a llama-sanctioned union or shall have jurisdiction to entertain any petition for, or hear any claim or defense founded on the validity of, any such purported divorce.

§ 5. Registration. A llama-sanctioned union shall be registered by submitting to a family court of this State a petition for registration; a copy of the marriage license; and a copy of this Act, bearing the names of the llama witnesses, the notarized signatures of the members and caretakers, and a statement that the signers have read and complied with all the requirements of this Act and fully consent to its application. If the court determines that the llama-sanctioned union has been properly formed and registered, and that the union’s members therefore enjoy all the rights this Act confers, it shall immediately issue a judgment of registration to that effect.

§ 6. Corporation. Each llama-sanctioned union shall constitute a Texas corporation, to be known as “The Llama-Sanctioned Union of [the union’s members],” comprising the union’s members, the caretakers, and the Llama Trustee. No meetings or other corporate formalities are necessary, but all interests in property, real and personal, previously owned or thereafter acquired by either member of the union shall be deemed to be the property of the said corporation. The union’s members may use, alienate, or sell such property in the same manner as tenants by the entirety, and upon the death of either the corporation shall be dissolved and its property allocated to the survivor; but

while they both live they shall owe the corporation a nonwaivable duty of loyalty. Any member of the corporation may seek injunctive or declaratory relief to enforce this Section and may sue in the courts of this State to recover, or to declare the true ownership of, the corporation's property.

§ 7. Tax. An excise tax of \$10,000 is hereby imposed on all divorce papers received in this State by either member of a llama-sanctioned union, such tax to be collected and remitted by the sender.

§ 8. Criminal Offense. Any individual who knowingly performs in this State any act that—

(a) constitutes adultery or bigamy relating to a member of a llama-sanctioned union, or would do so were such union's members legally married;

(b) is preparatory to a subsequent act, whether performed in this State or out of it, that is described in subsection (a); or

(c) aids, abets, solicits, or conspires to commit such violation—

shall be imprisoned not more than one year. Conduct directed to this State, or intended to cause effects therein, shall be deemed to be performed in this State.

§ 9. Civil Liability.

(a) **Definition.** A person tortiously interferes with a llama-sanctioned union by knowingly participating in any effort to divorce its members, or by knowingly performing any act, whether in or out of this State, that would violate § 8 if performed wholly within this State.

(b) **Right to Sue.** A suit under this Section may be brought for the benefit of the corporation by a member of the llama-sanctioned union; by a llama witness, by and through a caretaker as next friend; or by the Llama Trustee.

(c) **Damages.** The damages available under this Section shall be the greater of (1) actual damages, plus punitive damages of three times that amount; or (2) liquidated damages of \$100,000.

§ 10. Absence of Defense. It is no defense to liability under §§ 8 or 9 that the defendant acted under color of law of this State or of any other jurisdiction.

§ 11. Jurisdiction and Choice of Law. To the full extent permitted by the Constitution, the courts of Texas shall have exclusive jurisdiction over any proceeding involving a claim or defense that arises from or relates to a llama-sanctioned union, and the law of Texas shall be exclusively applied thereto.

(In response, New Mexico has passed the “Divorce Freedom Act,” which provides in relevant part that “all marriage, divorce, and property laws of this State shall be applied without regard to any of that Texas llama nonsense, which the courts of this State shall ignore entirely.”)

While the many happy couples married under the Texas law are all alike, each unhappy couple is unhappy in its own way. Alice and Bob Smith of San Antonio, Tex., were married at Leslie Lane Farm shortly after the Act's effective date. The union was witnessed by Reginald and Bluebell (who still reside at Leslie Lane); Alice and Bob duly registered it under the Act; and a judgment of registration duly followed. A few years later, however, Bob began an online flirtation with Clotilde Jones of Clovis, N.M., and complained to her of the limits imposed by the Act. She encouraged Bob to leave Alice and to marry her instead. At her urging and with money she wired, Bob purchased a bus ticket to Clovis, where he and Clotilde bought a house together. That afternoon they visited the Clovis Quickie Divorce-and-Remarriage Emporium, where they explained their situation to Doug Hooten, a New Mexico justice of the peace. Doug laughed reassuringly and showed them the Divorce Freedom Act before proceeding under New Mexico law to grant Bob a divorce and to solemnize his new marriage to Clotilde.

Bob promptly sent a copy of the divorce judgment to Alice and moved half the couple's liquid assets from the Woodforest National Bank in San Antonio to new joint accounts with Clotilde in New Mexico. Heartbroken, Alice is still deciding whether or not she should enforce her rights in court.

Describe the federal constitutional issues relevant to the application and enforcement of the Texas law with regard to Bob, Clotilde, or Doug. (If you are unsure about something or need more information, just say so.)

Q.2. "Renvoi": (20 pts, ≈35 min, up to ≈500 words)

What role does the concept of renvoi play in choice-of-law generally, as well as in the particular choice-of-law approaches we have studied? What role should it play? **Discuss.**

Q.3. "Correctness": (20 pts, ≈35 min, up to ≈500 words)

Do choice-of-law questions have correct answers? **Discuss.**

(Your answers, in total, should not exceed 2500 words.)

— END OF EXAM —