

WARD GREENBERG

2019 Diversity Scholar Program



ABOUT WARD GREENBERG

Ward Greenberg Heller & Reidy LLP, a civil litigation firm with offices in New York, Pennsylvania, Delaware, and New Jersey, is devoted to the representation of corporate and institutional clients. Our firm actively recruits candidates with diverse backgrounds and perspectives to foster an inclusive workplace reflective of our values and those of our clients. As part of this commitment, we offer the **DIVERSITY SCHOLAR PROGRAM.**

ABOUT THE PROGRAM

This nationally-recognized program offers the opportunity for successful applicants to join us at our Rochester, New York or Philadelphia, Pennsylvania office for a 10-week paid appointment during the summer of 2019, as well as a **\$7,500** bonus. During that appointment, the Scholars will also have the opportunity:

- To work with teams at more than one of our offices
- For a short-term secondment with one of our institutional clients
- To be primarily considered for a 2020 summer associate position with Ward Greenberg, and with it, an additional \$10,000 bonus



ELIGIBILITY

To be eligible, you must be a first-year student at an ABA-accredited law school with demonstrated academic and leadership achievements, and a desire to practice at a sophisticated litigation firm and contribute to its diversity objectives. While there are no restrictions on eligibility, students from historically underrepresented populations in the legal profession are encouraged to apply.

HOW TO APPLY

A complete application and certification must be submitted electronically to diversity@wardgreenberg.com, and received no later than **January 18, 2019**. We will not consider late submissions. We will invite finalists to interview at our Rochester or Philadelphia office.

The Scholars will be selected on February 1, 2019.



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2019 Diversity Scholar Program Application and Certification

Please number and attach the following documents to this page, execute the certification below, and return the completed package to diversity@wardgreenberg.com no later than **January 18, 2019**:

1. Your resume, which should include contact information, work experience, extracurricular activities, awards and honors, and personal interests;
2. Your undergraduate transcript (official preferred);
3. A report of your first semester law school grades (unofficial grade sheets are acceptable; if any grade is unavailable at the time of submission, so indicate with estimate of availability);
4. A writing sample prepared during your first semester legal writing class that is reflective of your own work (i.e. a document that was not revised after the benefit of another's comments);
5. A statement explaining, in 500 words or less, how you intend to contribute to Ward Greenberg's objective of maintaining a diverse and inclusive team of thought leaders; and
6. A memorandum responding, in 1,500 words or less, to the hypothetical situation presented on the following pages. You need not cite any legal authority in your response. Instead, focus on identifying and analyzing the issues as you see them. You also need not recite the facts of the hypothetical, except as required to explain your analysis.

LOCATION.

I prefer to work in Ward Greenberg's (*please check one*):

Rochester office Philadelphia office No preference

CERTIFICATION.

I, _____, certify that the information I have submitted for consideration is complete and truthful to the best of my knowledge, and that the work product submitted is wholly my own.

Signature: _____ Date: _____

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2019 Diversity Scholar Program Writing Sample Hypothetical

To: Associate	Date: November 1, 2018
From: Jeffrey J. Harradine	Subject: Cindy Contractor's Problem

Ollie Owner (O), a prominent Rochester trust and estates attorney, hires Cindy Contractor (C) to put a new roof and rain gutters on his house. O promises to pay \$5,000 and C promises to finish by July 1. While discussing the deal, O emphasizes that it is crucial that C finish the job on time. C points out that it has been a very rainy year and that rain could cause inevitable delay. O says that he understands. O also says that his cousin has told him that bolting the gutters to the roof is the best method of securing them. C nods.

O writes up the final agreement which reads, C will put a new roof and gutters on O's house in Brighton for \$5,000, all costs included. The roof will be done in a workmanlike fashion and the gutters will be bolted in place. The work will be finished by July 1 or the price will drop to \$3,500. However, if it rains on more than ten days in May and June, there will be no penalty so long as the job is finished by July 15. C does not read the agreement but looks at O and says, "You're a lawyer, right? You are not going to nail me on some technicality are you?" O replies, "I will not be a lawyer on this deal. I will simply be a nice guy who needs some work done. Just exercise your own good judgment and everything will be fine." They both laugh and C and O sign. Sadly that is the high point in the relationship.

From the start of work O and C do not get along well. O visits the job site every Monday and Tuesday (days when he can get free) offering hints and advice and generally irritating C with his demeanor. He often comments on how C should slow down and take her time, and that quality is more important than speed. C keeps pointing out that July 1 is coming up and that there is a deadline. O counters by saying, "Do I look like the kind of guy who would enforce a clause like that? Come on, C, quality is job one here." C is so irritated by O's behavior that she takes on a few other jobs to which she goes on Mondays and Tuesdays to avoid O and his comments. It rains for twelve straight days in May but the rain is very light and is confined to the evening hours so it does not obstruct C's work. C finishes the roof on July 10. When O looks at it he sees that the gutters are not bolted in place but instead are held fast by a series of screws. He tells C that she will have to redo them before she gets her \$3,500. C replies that everyone knows that screwing the gutters in place is better than bolting them. Besides, she would have to destroy much of the

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2019 Diversity Scholar Program Writing Sample Hypothetical

roof to redo the gutters. O replies that he does not care, he will withhold the \$3,500 until the gutters are redone per the letter of the contract. C points out that O owes her \$5,000 and owes it to her right now. O replies that C did not finish by July 1 so \$3,500 is all that she will get and she will only get that when she has redone the gutters. C points out that it rained for more than ten days in May and therefore she had until July 15 to complete the job, and that O wanted quality work and he got it. O does not dispute the quality of the work except for the gutters, but tells C that the extra time only applied if the ten days of rain had obstructed her work. C says that she will never do another thing for O, and O says that is really too bad, because then she will get nothing. When C protests O says, "Maybe you should talk to a lawyer."

C talks to you. Will C be able to get her money and if so how much? Will C have to redo the gutters? Any other important issues? Assume a mythical jurisdiction which the majority view on all issues applies.