

Class: Civ Pro **Date:** 9/17/24 **Topic:** Rule19 Compulsory Joinder

Key Points	Notes
<p>Compulsory Joinder Usually in motion to dismiss for failure to join a party (discovery-trial; not on appeal)</p> <p>1. SHOULD: required? (No party w/o birthday girl)</p> <p>a. Can't accord complete relief (Usually π)</p> <p>b. Impaired ability to protect interest (Usually Absentee/3rd)</p> <p>c. Multiple/inconsistent obligations (outcomes) (usually Δ) Not concerned w/ outcomes (3 car acc; 1v2=not liable but 3v2=liable)</p> <p>Analyze all 3</p> <p>a: π complete relief? b: 3rd's interest impaired? c: Δ inconsistent obligations?</p> <p>2. CAN: Feasible? Retest Jdx (P/SMJ) & Venue</p> <p>3. PROCEED: or Dismiss? Both sides of 2 factors (1) Prejudice: w/o 3 vs \downarrow (2) Remedy:Adeq vs dismiss</p>	<p>Rule 19 Joinder: Absentees may be ordered to join suit IF needed to fairly adjudicate</p> <p>Step 1: Is absentee a required party? <i>Standards for deciding when strangers should be added to the lawsuit</i></p> <p>a. Crt cannot accord <u>complete relief</u> (in their absence) ◦Ex: buyer v sellers; rescind sale as to ALL sellers in a K (don't want to be obligated to purchase from an "absentee" seller) ◦Ex: Leasee v subleasee & owner; when owner refuses changes required by lease btwn leasee & sublease.</p> <p>b. They have an interest in SM & their ability to <u>protect that interest</u> will be impaired (in their absence) ◦Ex: Stock in 1's name (2 says we agreed to own jointly). 1 intends to sell. 2 sues stock company to reissue in BOTH names. 1's interest impaired if he thinks there is no joint owner agrmt) ◦Ex: 23 tribes allotted fishing quotas. One sues gov't to increase its quota, other tribes quotas may be reduced (to increase 1s).</p> <p>c. They have an interest in SM & existing parties may be exposed to <u>multiple or inconsistent obligations</u> (in their absence) ◦Ex: Fishing quota case above, then another tribe sues =inconsistent obligations to different tribes ($\uparrow 1 = \downarrow 2$) ◦Ex: Bank holds part of sale \$ until seller makes repairs. Buyer says repairs are unsatisfactory. If both sue bank separately, may be 2 orders to pay funds to both.</p> <p><i>Torrington v Yost</i> (π=former employer, Δ=employee, 3rd=current employer)</p> <p>a: 3rd may already have all π's trade secrets b: 3rd may lose services of new employee if he is ordered to not work c: If (1) ordered not to work \rightarrow (2)breach employment K w/ 3rd</p> <p>Step 2: Is joinder feasible? ◦ PJ ◦ SMJ: destroy <u>Complete Diversity</u>? ◦ Venue issues</p> <p>Step 3: Dismiss or continue?</p> <ul style="list-style-type: none"> • Extent jdmnt might <u>prejudice current parties</u> (w/o) • Extent jdmnt can <u>avoid/lessen prejudice</u> • Whether jdmnt will be <u>adequate</u> (w/o) • Will P have <u>adequate remedy</u> in another crt <u>if dismissed</u>

Rule 19 Compulsory Joinder: Absentees may be **ordered to join suit** IF needed to fairly adjudicate

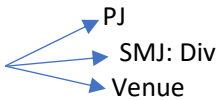
<p>1. SHOULD: required party?</p> <p>a. Can't accord <u>complete relief</u> in their absence (π)</p> <p>b. <u>Impaired</u> ability to protect absentee's <u>interest</u> (3rd)</p> <p>c. Multiple/<u>inconsistent obligations</u> to existing parties (Δ)</p>	<p>2. CAN: Feasible?</p> <p>3. PROCEED or Dismiss?</p> <p><u>w/o 3rd</u></p> <p><u>Prejudice:</u> To π & Δ vs <u>Consider</u></p> <p><u>Remedy:</u> Adequate? <u>↓/avoid?</u> If dismiss?</p>
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Rule 19 Compulsory Joinder: Absentees may be **ordered to join suit** IF needed to fairly adjudicate

1. **SHOULD:** Is absentee a **required party**?

- a) Can't accord complete relief in their absence (π)
- b) Impaired ability to protect absentee's interest (3rd)
- c) Multiple/inconsistent obligations to existing parties (Δ)

2. **CAN:** Is joinder **feasible**?

- a. Not feasible if affects 

3. **PROCEED:** Should the court **dismiss** or continue without the absentee?

	<u>w/o 3rd</u>		<u>Consider</u>
<u>Prejudice:</u>	To π & Δ	vs	↓/avoid?
<u>Remedy:</u>	Adequate?		Adequate if dismiss?