

Keep this outline of what you forecast the general rules to be. Find a way to emphasize what you forecast the precise issues/questions of law may be in cases/hypos. For example, I have underlined what I anticipate the precise issues might be.

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

- 1) 19(a) Step 1: Is absentee a **required** party? *Standards for deciding when strangers should be added to the lawsuit*
 - a. Crt cannot accord complete relief (in their absence)
 - b. They have an interest in SM & their ability to protect that interest will be impaired (in their absence)
 - c. They have an interest in SM & existing parties may be exposed to multiple or inconsistent obligations (in their absence)
- 2) Step 2: Is joinder **feasible**?
 - a. If no 19(a) problems = proceed w/o
 - b. If 19(a) issue exists and there is no idx impediment = proceed w/
 - i. PJ
 - ii. SMJ: destroy Complete Diversity?
 - iii. Venue issues
- 3) 19(b) Step 3: Dismiss or continue? *If 19(a) issue exists but absentee CANNOT be joined → Factors in choosing between (1) continue, (2) dismiss, or (3) continue & craft judgement carefully in light of absentee*
 - a. Extent jdmnt might prejudice current parties (w/o)
 - b. Extent jdmnt can avoid/lessen prejudice
 - c. Whether jdmnt will be adequate (w/o)
 - d. Will P have adequate remedy in another crt if dismissed

Including examples and hypos from the textbook or supplement can help you better understand and remember the rules application better. This is the same outline as on page 1 but shorthand version of the examples from the E&E supplement (p. 294-295) have been added to Step 1 (a), (b) and (c).

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- 1) 19(a) Step 1: Is absentee a **required** party? *Standards for deciding when strangers should be added to the lawsuit*
 - a. Crt cannot accord complete relief (in their absence)
 - Ex: rescind a sale as to ALL sellers in a K (don't want to still be obligated to purchase from a named but "absentee" seller)
 - Ex: Both the subleasee and the owner of a building when owner refuses to let subleasee make changes required by lease.
 - b. They have an interest in SM & their ability to protect that interest will be impaired (in their absence)
 - Ex: Stock in 1's name (but 2 says we agreed to own jointly). 1 intends to sell for personal use. 2 sues stock company to reissue in BOTH names. 1's interest may be impaired (if he thinks no joint owner agreement was made.)
 - Ex: 23 tribes are allotted fishing quotas. If one sues gov't to increase its quota, other tribes may have their quotas reduced (to increase 1s).
 - c. They have an interest in SM & existing parties may be exposed to multiple or inconsistent obligations (in their absence)
 - Ex: Fishing quota case above, then another tribe sues = inconsistent obligations to different tribes (increase 1 = decrease 2)
 - Ex: Bank holds part of RP sale until seller completes repairs. Buyer says repairs are unsatisfactory and the funds should go to buyer. If buyer and seller sue bank separately, may be 2 orders to pay funds to both.
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