SAMPLE WRITING SAMPLE COVER SHEET #1

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WRITING SAMPLE

As a summer associate at Jarndyce & Jarndyce, I drafted the attached memorandum for a *pro bono* assignment in the litigation department. In it, I examined whether the fees charged by commercial tax preparers for "instant refund loans" would violate the state usury laws in New York, New Jersey, Pennsylvania, or Connecticut.

To preserve client confidentiality, I have changed the names of all individuals and locations. I have also redacted some portions, as indicated in brackets in the text. This memorandum has not be edited by others. My employer has granted me permission to use this memorandum, in its current form, as a writing sample.

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WRITING SAMPLE

The attached writing sample is an excerpt from a brief I submitted for the Morris Tyler Moot Court of Appeals competition. The case involved a challenge to the Connecticut sex offender registration statute. The competition problem differed somewhat from the actual case then pending before the United States Supreme Court, and competitors were not permitted to rely on materials submitted to the Court. The questions presented for competition were:

- 1. Does Connecticut's sex offender registration law (a) implicate an offender's liberty interest by listing offenders in an undifferentiated registry and (b) violate an offender's due process rights by failing to afford an offender a hearing on his current dangerousness before publishing true and accurate information about him and his conviction history?
- 2. Does Connecticut's sex offender registration law, on its face or as implemented, impose punishment for purposes of the Ex Post Facto Clause of the United States Constitution?

I represented the petitioner, the Connecticut Department of Public Safety. For this sample, I chose the section of the brief addressing the Ex Post Facto Clause. This sample has not be edited by others and is entirely my own work.

¹ The first paragraph would also be the appropriate place to summarize any facts in the case necessary to understand the argument, instead of including a lengthy statement of facts.