

SAMPLE STUDENT OUTLINE-Prof.Heiser's Civil Procedure class

2. Collateral Estoppel/Issue Preclusion

-once a court has decided an issue of fact or law, that issue cannot be decided again by another court in later litigation

Most jurisdictions(incl CA) follow **Restatement §17 (3)

-judgment for D or P is conclusive w/respect to any issue actually litigated and determined if its determination was essential to that judgment

B. Preclusion Between the Same Parties

1. Claim Preclusion

Federated Dept Stores v. Moitie

p.1286

-US files action against D based on Fed antitrust act. 7 private individuals did also, all actions dismissed for not stating a claim. 5 appealed directly, but Moitie and Brown refiled in state court. Court said no artful pleading; they were functionally alleging fed claims and should be in fed court, but barred from fed court by RJ dismissed. They then appealed. Meanwhile, US Sup court has reinterpreted requirements for COA in these cases so other 5 appeals now state a claim and remanded to trial. App court allowed a public policy/fairness exception to Brown and Moitie and let them go to trial too. **Court: NO EXCEPTIONS to RJ. Even if judgment is wrong, still binding. Must be directly attacked on appeal. Public policy requires RJ itself, not exceptions to it, b/c there must be an end to litigation.**

RJ is a bright line rule. Parties cannot relitigate final judgments b/c it would be inefficient and potentially embarrassing to the courts.

Claim all rights to relief coming out of the same txn.

2. Primary Rights

Sawyer v. First City Financial Corp

p.1295

-Pl brought suit against D for breach of K. Then wanted leave to consolidate w/other fraud/conspiracy claim against them. Lower court refused to grant continuance to consolidate b/c it would delay proceedings. When 2nd action (fraud) came to trial, TC said barred by RJ. AppCourt: Here there are 2 Primary Rights that are distinct enough for 2 COA. Factual structure of each is very dif, so ea theory of liability can give rise to separate COA.

RULE: A single COA can not be split and made the subject of several suits.

RULE: In CA, several COAs can be joined OR brought in separate actions.

As long as they are separate COAs they are not preclusive.

3. Issue Preclusion

Tutuer Associates Inc v. Taubenensee

p.1307

-P alleges Breach of K. For seller to win, K had to be binding. In 1st suit court said there was no agreement to arbitration clause b/c K was formed by the PO which

excludes other terms. In 2nd suit, Def says breach of K issue is precluded b/c issue of what terms were included was already decided to rule in 1st suit, seller can not relitigate what terms of K were. Court says dismiss b/c issue is precluded.

RULE: For Issue Preclusion:

- 1. Must be the same issue**
- 2. Issue must have been actually litigated**
 - evidence is presented on both sides and parties are adverse**
 - consent and default judgments count as litigated even if not decided on basis of conflicting submissions**
- 3. Issue must have been determined by the trier and its determination must be essential to the judgment**
- 4. Party must have been fully represented/had full opportunity to litigate**