

**QUESTION 4 THE ANSWER TO THIS QUESTION SHOULD GO IN BLUEBOOK II  
OR IN SOFTEST ANSWER SCREEN 4**

Desperate to improve her score on the Law School Acceptance Test (LSAT), Katy met with a representative from Do Or Die Review (DDR), a test preparation service. Seeking to turn Katy's anxiety into a sale, the representative said, "You better take our course or you'll never get into law school. Besides, if your score doesn't improve, we'll refund your tuition."

Katy signed DDR's contract for the course, which stated that it "constitutes the entire agreement between the parties" and contained the following provision:

If student's score does not improve, student may repeat the course for free. To qualify for this guarantee, student must have paid the full \$1,000 tuition by the last class.

Katy mailed regular payments to DDR but did not know that her last \$25 payment was lost in the mail. DDR never informed her of the missing payment.

Katy completed the course and took the LSAT but was unhappy with her score, which she claimed had not improved. She brought suit against DDR, seeking a refund based on the representative's statement.

DDR responded that:

- Katy did not qualify for the guarantee because she had not paid the tuition in full;
- Katy's score had actually improved; and
- even if it hadn't, she was entitled only to repeat the course for free. Katy argued that such limitation did not apply to her because she signed the contract under duress.

The contract did not define "improve." Both Katy and DDR offered evidence of what they had understood "improve" to mean at the time of signing. The evidence would show that both interpretations were reasonable.

Applying Michigan law, explain your answers, including an explanation of what evidence the court could consider:

- ( 1 ) Is Katy entitled to a refund?
- ( 2 ) Is Katy entitled to repeat the course for free?
- ( 3 ) Is her duress defense valid?

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