

NEW YORK LAW (NYLE) PRACTICE EXAM (SAMPLE)

STUDY GUIDE



**SAMPLE STUDY GUIDE
WITH LIMITED QUESTIONS**

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THE FULL VERSION STUDY GUIDE**

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Introduction

Preparing for a certification exam can feel overwhelming, but with the right tools, it becomes an opportunity to build confidence, sharpen your skills, and move one step closer to your goals. At Examzify, we believe that effective exam preparation isn't just about memorization, it's about understanding the material, identifying knowledge gaps, and building the test-taking strategies that lead to success.

This guide was designed to help you do exactly that.

Whether you're preparing for a licensing exam, professional certification, or entry-level qualification, this book offers structured practice to reinforce key concepts. You'll find a wide range of multiple-choice questions, each followed by clear explanations to help you understand not just the right answer, but why it's correct.

The content in this guide is based on real-world exam objectives and aligned with the types of questions and topics commonly found on official tests. It's ideal for learners who want to:

- Practice answering questions under realistic conditions,
- Improve accuracy and speed,
- Review explanations to strengthen weak areas, and
- Approach the exam with greater confidence.

We recommend using this book not as a stand-alone study tool, but alongside other resources like flashcards, textbooks, or hands-on training. For best results, we recommend working through each question, reflecting on the explanation provided, and revisiting the topics that challenge you most.

Remember: successful test preparation isn't about getting every question right the first time, it's about learning from your mistakes and improving over time. Stay focused, trust the process, and know that every page you turn brings you closer to success.

Let's begin.

How to Use This Guide

This guide is designed to help you study more effectively and approach your exam with confidence. Whether you're reviewing for the first time or doing a final refresh, here's how to get the most out of your Examzify study guide:

1. Start with a Diagnostic Review

Skim through the questions to get a sense of what you know and what you need to focus on. Your goal is to identify knowledge gaps early.

2. Study in Short, Focused Sessions

Break your study time into manageable blocks (e.g. 30 – 45 minutes). Review a handful of questions, reflect on the explanations.

3. Learn from the Explanations

After answering a question, always read the explanation, even if you got it right. It reinforces key points, corrects misunderstandings, and teaches subtle distinctions between similar answers.

4. Track Your Progress

Use bookmarks or notes (if reading digitally) to mark difficult questions. Revisit these regularly and track improvements over time.

5. Simulate the Real Exam

Once you're comfortable, try taking a full set of questions without pausing. Set a timer and simulate test-day conditions to build confidence and time management skills.

6. Repeat and Review

Don't just study once, repetition builds retention. Re-attempt questions after a few days and revisit explanations to reinforce learning. Pair this guide with other Examzify tools like flashcards, and digital practice tests to strengthen your preparation across formats.

There's no single right way to study, but consistent, thoughtful effort always wins. Use this guide flexibly, adapt the tips above to fit your pace and learning style. You've got this!

Questions

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- 1. The sole defendant in a civil action was served with the plaintiff's summons and complaint last week, and he has since served his answer. May the plaintiff now add a second defendant to the action as of right?**
 - A. Yes, but the plaintiff must add the party within 20 days from when the defendant was served.
 - B. Yes, but the plaintiff must add the party before the defendant's period for serving his answer would expire.
 - C. Yes, and the plaintiff has until 20 days after the defendant served his answer to add the party.
 - D. No, the plaintiff cannot add a new party to the action without leave of court or a stipulation of all parties.

- 2. What is required for downward modification of child support obligations?**
 - A. The receiving parent must agree to the modification.
 - B. The income must decrease by 10% or more.
 - C. The gross income must be reduced by 15% or more.
 - D. The modification request has to be made annually.

- 3. Which of the following actions typically requires documentation?**
 - A. Commencement of action.
 - B. Entering an executive session.
 - C. Issuing a temporary restraining order.
 - D. All of the above.

- 4. Is it necessary for a conflict of interest waiver to be confirmed in writing?**
 - A. Yes, the client must confirm it in writing
 - B. Yes, either the client or the lawyer must confirm it in writing
 - C. Yes, both the client and lawyer must confirm it in writing
 - D. No, but it is advisable for the lawyer to confirm it in writing

- 5. A defendant served with the complaint in a civil action made a pre-answer motion to dismiss the complaint on the ground that it failed to state a cause of action, but the motion was denied. In the defendant's answer any of the following defenses may be raised except:**
 - A. Res judicata.
 - B. The statute of limitations.
 - C. Lack of subject matter jurisdiction.
 - D. Lack of personal jurisdiction.

- 6. In a negligence action where two defendants are found liable, how much can the plaintiff recover from a defendant with a smaller percentage of liability?**
- A. 100% of her total damages.
 - B. 40% of both her economic and non-economic damages.
 - C. 100% of her economic damages and 40% of her non-economic damages.
 - D. 40% of her economic damages and 100% of her non-economic damages.
- 7. What must a lawyer do with a trust deposit received from a client for future services?**
- A. Hold it in a personal account until services are rendered
 - B. Deposit it immediately in a trust account
 - C. Return it to the client if services are not rendered
 - D. Inform the client about the fee structure first
- 8. What does the excited utterance and present sense impressions exceptions to the hearsay rule require?**
- A. The declarant to be unavailable at the time of trial
 - B. The statement be corroborated
 - C. The statement be made under the stress of nervous excitement
 - D. The declarant have personal knowledge of the event
- 9. In the context of vehicular assault, what situation typically results in criminal liability?**
- A. Drivers using hands-free devices
 - B. Driving under the influence
 - C. Parking violations
 - D. Unlicensed driving
- 10. Which contract does NOT require a writing to be enforceable under the Statute of Frauds?**
- A. A contract for the sale of land
 - B. A contract relating to the division of assets between a husband and wife
 - C. A contract for borrowing money
 - D. A contract for snow removal effective immediately for six months

Answers

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1. C
2. C
3. C
4. B
5. D
6. C
7. B
8. D
9. B
10. D

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Explanations

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1. The sole defendant in a civil action was served with the plaintiff's summons and complaint last week, and he has since served his answer. May the plaintiff now add a second defendant to the action as of right?

- A. Yes, but the plaintiff must add the party within 20 days from when the defendant was served.
- B. Yes, but the plaintiff must add the party before the defendant's period for serving his answer would expire.

C. Yes, and the plaintiff has until 20 days after the defendant served his answer to add the party.

- D. No, the plaintiff cannot add a new party to the action without leave of court or a stipulation of all parties.

The rationale for the correctness of the assertion that the plaintiff can add a second defendant until 20 days after the defendant served his answer lies in the rules governing amendments and additions of parties in New York civil procedure. In New York, a plaintiff is afforded the opportunity to amend their pleadings or add new parties without needing the court's permission—that's known as "as of right"—within a stipulated time frame. When a defendant has served their answer, the plaintiff has a 20-day window to add additional defendants to the action. This flexibility allows the plaintiff to ensure that all appropriate parties are involved in the litigation before the case progresses further. The other options suggest varying time frames for adding a party, either too early or too late, or incorrectly state the requirement for court permission. However, the critical aspect of timing is that the 20-day period after the original defendant has served their answer is the designated time for the plaintiff to add another party as a matter of right. In this way, the time limit ensures swift resolution and encourages the early and comprehensive inclusion of all relevant parties in the civil action.

2. What is required for downward modification of child support obligations?

- A. The receiving parent must agree to the modification.
- B. The income must decrease by 10% or more.

C. The gross income must be reduced by 15% or more.

- D. The modification request has to be made annually.

In New York, a parent seeking a downward modification of child support obligations must demonstrate a significant change in circumstances, typically related to income. One of the recognized standards is that the income must be reduced by 15% or more since child support is meant to reflect a parent's ability to pay while considering the needs of the child. Demonstrating such a decrease indicates that the parent's financial situation has materially changed, warranting a reassessment of the support obligations. The court will evaluate the documentation and evidence presented to ensure that the reduction is genuine and substantial. The requirement for a specific percentage, such as 15%, serves to provide a clear threshold for modification, ensuring that the process remains consistent and equitable for both parents while still prioritizing the welfare of the child involved.

3. Which of the following actions typically requires documentation?

- A. Commencement of action.
- B. Entering an executive session.
- C. Issuing a temporary restraining order.**
- D. All of the above.

The action that typically requires documentation is the issuance of a temporary restraining order. This process is formal and involves a legal requirement for written documentation that sets out the specific terms of the order. Courts require this documentation to ensure that all necessary details are clearly articulated, including the reasons for granting the order and any accompanying conditions. Commencement of an action also requires documentation, such as a complaint that initiates the lawsuit, and is filed with the court. This document lays out the basis of the plaintiff's case, which is essential for the legal process to begin. Entering an executive session, usually associated with meetings of government bodies or boards, may or may not require documentation, depending on local rules and protocols. While minutes or notes can be taken, they are not necessarily mandated in the same formal way as a court order. Thus, the proper response is that all of these actions typically require documentation, with the issuance of a temporary restraining order being the most stringent in formal legal settings.

4. Is it necessary for a conflict of interest waiver to be confirmed in writing?

- A. Yes, the client must confirm it in writing
- B. Yes, either the client or the lawyer must confirm it in writing**
- C. Yes, both the client and lawyer must confirm it in writing
- D. No, but it is advisable for the lawyer to confirm it in writing

In the context of a conflict of interest waiver, it is essential that either the client or the lawyer confirms the waiver in writing to ensure clarity and protect the interests of all parties involved. This writing serves not only as documentation but also as a safeguard against potential misunderstandings or disputes regarding the waiver in the future. Having this confirmation in place helps establish that the client was aware of the potential conflicts and willingly chose to proceed with the representation despite those conflicts, which is crucial for both ethical compliance and legal protection. Written waivers provide a clear record to demonstrate that informed consent was obtained. Verbal agreements may not provide sufficient protection and could lead to complications if later questioned, making it prudent to have written confirmation as a best practice. This is why it's emphasized that it is sufficient for either the client or the lawyer to have written confirmation rather than necessitating that both parties confirm in writing.

5. A defendant served with the complaint in a civil action made a pre-answer motion to dismiss the complaint on the ground that it failed to state a cause of action, but the motion was denied. In the defendant's answer any of the following defenses may be raised except:

- A. Res judicata.
- B. The statute of limitations.
- C. Lack of subject matter jurisdiction.

D. Lack of personal jurisdiction.

When a defendant in a civil action makes a pre-answer motion and that motion is denied, they still have the opportunity to raise certain defenses in their answer. However, specific defenses can become waivable if not properly addressed in the pre-answer motion. The correct answer pertains to the lack of personal jurisdiction. In New York, if a defendant makes a pre-answer motion that does not include the defense of lack of personal jurisdiction, this defense is generally waived. The rationale behind this rule is based on the idea of promoting judicial efficiency and ensuring that all potential defenses are raised early in the litigation. If a defendant believes that the court lacks personal jurisdiction over them, they must assert that argument in their pre-answer motion or it is forfeited in their subsequent answer. In contrast, defenses like res judicata, the statute of limitations, and lack of subject matter jurisdiction can still be asserted in the answer even after a motion to dismiss for failure to state a cause of action has been denied. These defenses do not carry the same waiver consequences in New York law, allowing a defendant to preserve them regardless of prior motions. Thus, the distinction lies in the procedural requirement regarding personal jurisdiction—the defendant loses the opportunity to contest this issue if it is not included in the initial

6. In a negligence action where two defendants are found liable, how much can the plaintiff recover from a defendant with a smaller percentage of liability?

- A. 100% of her total damages.
- B. 40% of both her economic and non-economic damages.
- C. 100% of her economic damages and 40% of her non-economic damages.**
- D. 40% of her economic damages and 100% of her non-economic damages.

In New York, when two or more defendants are found liable in a negligence action, the rules governing recovery are based on the concept of comparative negligence and apportionment of damages. If a defendant is found to be less liable than another in a case involving multiple parties, the plaintiff may pursue the full amount of their damages from any defendant, but the defendants have the right to be apportioned liability according to their percentage of fault. In this scenario, if a defendant is determined to have a smaller percentage of liability in a comparative negligence context, the plaintiff could recover 100% of their economic damages from that defendant. Economic damages typically include quantifiable damages such as medical expenses, lost earnings, and property damage. Conversely, non-economic damages, which can cover pain and suffering, may be subject to the percentage of fault of the liable parties. Therefore, if the smaller liability defendant is found to have contributed less (for example, 40% of the fault), they would be responsible for only a portion of the non-economic damages, which is calculated based on their percentage of fault. Hence, the correct answer indicates that the plaintiff can recover 100% of her economic damages and 40% of her non-economic damages, aligning with the proportion of fault

7. What must a lawyer do with a trust deposit received from a client for future services?

- A. Hold it in a personal account until services are rendered
- B. Deposit it immediately in a trust account**
- C. Return it to the client if services are not rendered
- D. Inform the client about the fee structure first

When a lawyer receives a trust deposit from a client for future services, the proper action is to deposit that money immediately into a trust account. This requirement stems from the ethical obligations of attorneys to handle client funds with care and integrity. Trust accounts, also known as IOLTA (Interest on Lawyers' Trust Accounts) in many jurisdictions, are specifically designed to hold client funds separately from the attorney's personal or business funds. By depositing the funds in a trust account, the lawyer ensures that the money is safeguarded and that there is a clear separation of funds, which prevents any potential misuse or commingling of client and lawyer funds. The funds remain the client's property until earned as fees based on the services provided. This practice is critical because it not only meets ethical guidelines but also protects the interests of the client. It ensures transparency and provides an audit trail for the handling of the funds, which is crucial if there are questions about the fees or services rendered at a later date. Other options, such as holding the deposit in a personal account or returning it to the client without first placing it in a trust account, do not comply with these ethical standards and could lead to serious misconduct charges against the attorney. Informing the client about the

8. What does the excited utterance and present sense impressions exceptions to the hearsay rule require?

- A. The declarant to be unavailable at the time of trial
- B. The statement be corroborated
- C. The statement be made under the stress of nervous excitement
- D. The declarant have personal knowledge of the event**

The response indicating that the declarant must have personal knowledge of the event is accurate because both the excited utterance and present sense impression exceptions to the hearsay rule hinge on the reliability of the statements made by the declarant. In the case of an excited utterance, the declarant's statement must arise from a startling event and be made while the declarant is still under the influence of that excitement. This immediacy implies that the declarant has personal knowledge of the event that caused the excitement, as the statement is a spontaneous reaction rather than a considered opinion or recollection. For present sense impressions, the statement must describe an event or condition as it is occurring or immediately thereafter. Again, this necessitates that the declarant has personal knowledge of the situation to provide reliable testimony about the event as it unfolds. The other answer choices do not accurately reflect the requirements for these exceptions. For instance, requiring the declarant to be unavailable at the time of trial speaks to different hearsay exceptions, such as dying declarations. Similarly, the necessity for corroboration is not a foundational element of these exceptions, as they are based on the contemporaneity and spontaneity of the utterances. The stress of nervous excitement is critical in defining an

9. In the context of vehicular assault, what situation typically results in criminal liability?

- A. Drivers using hands-free devices
- B. Driving under the influence**
- C. Parking violations
- D. Unlicensed driving

Driving under the influence typically results in criminal liability, particularly in the context of vehicular assault. This is because operating a vehicle while impaired by alcohol or drugs significantly increases the risk of causing harm to others on the road. Law enforcement and the legal system recognize that a driver who is under the influence may lack the ability to operate their vehicle safely, leading to accidents and potential injury to other individuals. In New York, vehicular assault laws specifically target situations where a driver, while operating a vehicle in a reckless or negligent manner due to intoxication, causes serious physical injury to another person. The rationale behind this is to deter dangerous behavior that jeopardizes public safety and to hold individuals accountable for the consequences of their impaired driving. While other choices may involve traffic-related issues, such as using hands-free devices, parking violations, or unlicensed driving, they do not create the same level of immediate threat to public safety or result in severe injuries in the way that driving under the influence does, which directly correlates with the intent and consequences outlined in vehicular assault statutes.

10. Which contract does NOT require a writing to be enforceable under the Statute of Frauds?

- A. A contract for the sale of land
- B. A contract relating to the division of assets between a husband and wife
- C. A contract for borrowing money
- D. A contract for snow removal effective immediately for six months**

In New York, the Statute of Frauds requires certain contracts to be in writing to be enforceable. These include contracts for the sale of land, agreements that cannot be performed within one year, agreements for the sale of goods over a certain dollar amount, and contracts related to marriage or the division of assets between married partners. The contract for snow removal effective immediately for six months does not fall under the Statute of Frauds because it can be performed within one year. Since the work is intended to commence and is meant to be completed within a relatively short timeframe, it satisfies the requirement for enforceability without needing a written agreement. This speaks to the nature of the services being temporary and the performance being possible within one year, thus exempting it from the writing requirement imposed by the Statute of Frauds. In contrast, contracts like those for the sale of land, division of marital assets, or loans typically involve longer-term commitments or significant transactions, all of which necessitate written documentation to ensure clarity and prevent disputes.

Next Steps

Congratulations on reaching the final section of this guide. You've taken a meaningful step toward passing your certification exam and advancing your career.

As you continue preparing, remember that consistent practice, review, and self-reflection are key to success. Make time to revisit difficult topics, simulate exam conditions, and track your progress along the way.

If you need help, have suggestions, or want to share feedback, we'd love to hear from you. Reach out to our team at hello@examzify.com.

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We wish you the very best on your exam journey. You've got this!

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