

BLAW 280

Business Law I – Court System, Torts & Contracts

Welcome!

This course may be unlike any of your other courses, with a different way of analyzing content and new kinds of challenges in addition to being in an online environment for the first few weeks. I am committed to helping all my students, so I hold as many office hours as students request. Come meet with me and together we can discuss the best strategies to help you succeed.

To get the most out of this course, it is critical that you attend all class sessions. While we will be meeting on Zoom at the beginning of the semester, the class is synchronous so you will still have as many opportunities as possible to answer questions and clarify the material. Always feel free to ask questions!

Course Description

Business Law I (BLAW 280) is designed to provide students with a background in legal philosophy and reasoning, and an overview of the court system and civil procedure. The course will focus primarily on the law of torts (“private wrongs” which set standards of conduct in our society), and on the law of contracts (the law which enforces agreements).

You will analyze how law applies to different factual disputes. You will read court decisions, prepare written briefs of the decisions, orally defend your interpretations of the cases, and answer hypothetical questions in open class discussion. You are also encouraged to comment on and evaluate the law. You will learn to identify the functions and policies in the law, to compare various forms of doing business, and to consider social, economic, and ethical influences on the law.

Class Preparation

The assignments are listed below. On average, we will complete one assignment each week, but please be prepared to move on to a second assignment when necessary. If we begin but do not finish an assignment, prepare the next full assignment for the next class. Assignments include reading from the text, and writing briefs of cases and answers to problems. The cases are contained in the text, while the problems appear at the end of the chapter or in the syllabus.

Handouts with instructions on how to brief a case, approach homework problems, and prepare for exams will be posted separately on Canvas.

Class is more fun when you are prepared! Please have your completed briefs of the cases and your answers to the problems with you in class on the day for which they are assigned and until we have gone over them. Briefs

Spring 2022 – Section 4534
Tues./Thurs. 11:00a.m.-12:15p.m.

Instructor: Professor Nina Golden
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Phone: 818/677-3437
Office: BB 3245

Student Office Hours:

Tues.: 12:15 - 1:15 p.m.; 3:15 - 3:45 p.m.
Thurs.: 12:15 p.m. - 1:15 p.m.
And by appointment on Zoom

Textbook

BUSINESS LAW: THE ETHICAL, GLOBAL AND E-COMMERCE ENVIRONMENT, 18th ed., *Prenkert al.*, (2022). (Please be aware that an older text will not match the assignment list.) The textbook is available in hardcopy at the campus bookstore and elsewhere. A custom soft-cover version with only the chapters needed for this class is available at a significant discount in the campus bookstore:

ISBN: 9781307707328

The price is \$88.25

Classroom Policies/Professionalism

You are expected to show respect for your classmates, your professor, and the university, and not to engage in disruptive behavior. Common courtesy is expected.

1. Cell phones should be silent.
2. Staying focused during Zoom sessions can be challenging for some. You will get more out of class if you do not text or use your laptops during lecture, unless accessing an e-book
3. Student participation contributes greatly to the class environment. Think about how you would be most comfortable participating – speaking during class or submitting a question before class.
4. While we are online, do your best to sign in to Zoom on time, using your first and last name. If you are having internet issues, please send an email saying so. Please come to class on time when we are back to meeting in person.
5. Ask questions! Before, during, or after class – if you have a question, it is guaranteed that a number of your classmates would like to know the answer to the exact same question.

and problems must be submitted on Canvas **no later than 11:00 a.m.** on the day they are due in order for you to receive homework credit.

It is your responsibility to be prepared for every class. If you do miss class, you are responsible for the material covered on that day and should find out what you missed from another student. You will be notified in advance when it is your responsibility to answer questions in class, but you will have additional opportunities to earn participation points by being prepared even when you are not “on call.”

Reading Homework in Class (for participation points) and Submitting Through Canvas (for homework points)

Each week and on a rotating basis, students will be assigned to an “on-call” group. That group will be responsible for reading answers to the homework in class. Students not in the on-call group may volunteer to read their answers for participation points. You will receive a participation point simply for reading your homework, regardless of whether or not you answered the question correctly. However, if you are unprepared or absent, this will affect your grade. **To make sure you get the information you need, please have your textbook with you and bring your completed homework assignment to class until we have reviewed it.**

Homework is due on Canvas no later than the beginning of class on the day it is due. **Do not submit assignments via email** unless requested to do so. Best not to wait until the last minute to turn in an assignment only to be frustrated by a technical difficulty. You will receive points for completing the homework – the assignments will not be graded. However, in order to receive credit, your answers must be more than a couple of sentences long and you must show a good faith effort to answer all homework thoroughly. Students must submit their own work. Identical answers will trigger plagiarism penalties.

Assessments

Regular concept reviews consisting of multiple choice and/or short answer questions will be used to help prepare you for the exams.

Sales Contract Paper

Select one partner from this class. One of you will be the “buyer” and one the “seller.” You will be writing a contract to sell an item such as a car or computer, using the template posted on Canvas as a guide. As important as the contract itself will be your explanation of the negotiations leading up to the agreement. The goal will be to use as many contracts concepts as possible to create the story of the negotiations. You will demonstrate your understanding of the material through both the contract and your explanations of the applied concepts. Additional information will be provided on Canvas, such as formatting instructions and a grading rubric.

DUE: submit on Canvas by Tuesday, May 10th at 11AM

Communication

I am generally accessible via email; please allow 24 hours for a response. When sending an email, please treat it like a business communication and address me appropriately, indicate which class you are in, and sign your email. I do not check email from Friday night to Saturday night.

Audio Lectures

There may be a few times over the course of the semester when an audio lecture will be posted on Canvas in place of a regularly scheduled class.

Plagiarism

Plagiarism and cheating will not be tolerated on homework or exams. Any student found to have either submitted work not his/her own (this includes another student’s work, information from an uncredited, on-line source, or the textbook) or cheated on an exam will be given an “F” on the assignment/exam, potentially in the class, and may be referred to the Office of Student Affairs for further discipline. You are responsible for following the academic regulations of the University and the standards of academic honesty applicable to all students.

<https://catalog.csun.edu/policies/academic-dishonesty/>

Grading

Grades are based on a 100-point scale, and plus/minus grading will be used. **NO LATE PAPERS WILL BE ACCEPTED AND NO MAKE-UP EXAMS WILL BE GIVEN.**

The grade allocation is as follows:

Attendance & Participation:	10%
Assessments:	10%
Homework:	10%
Sales Contract:	10%
Exam 1:	20%
Exam 2:	15%
Exam 3:	25%

The grade reached after averaging the factors listed in bold above will be the minimum grade you can receive in the course. At the professor’s sole discretion, your course grade may be raised based on exceptional class participation and improvement.

Attendance

While we are online, sign in to Zoom on time and make sure you are identified by your first and last name. When we return to campus, please come to class on time. Extra points may be awarded to those students with perfect attendance records. Being absent, late or unprepared when called on will have a negative impact when calculating your final grade.

Exams

Exams are comprised of essay questions which require you to analyze factual situations, identify legal issues and apply the law in determining the outcome of hypothetical cases.

Audio lectures may also be made available as a resource to review the material discussed in class.

Legal Advice

Faculty members may not provide legal advice or legal services to students. If you need legal advice or information regarding the law, resources can be found on the Department of Business Law web page at <http://www.csun.edu/blaw/student-resources>

Questions

If you have any questions about the material contained in this syllabus, please contact Professor Golden.

Your continued enrollment in the course indicates your agreement to the policies contained in this syllabus. Any changes to this syllabus will be announced in class and on Canvas.

Mission Statement, Learning Goals and Objectives

The mission of the Department of Business Law is to equip students with the academic knowledge, problem solving, analytical and professional skills in the areas of business law, business ethics, and real estate necessary to achieve their personal and professional goals.

Classes are taught using the Socratic method, with its goal of participatory learning and the development of reasoning skills. This active learning process requires students to articulate, develop and defend positions, to think critically and to engage in problem-solving. Students learn to formulate an effective legal analysis by synthesizing information, identifying legal issues, distinguishing relevant from irrelevant facts, using facts and law to support argument, reasoning by analogy and reaching conclusions based on analysis. In addition, students in all BLAW courses study ethical issues in a business context, with actual topics depending on course content.

LIFE LONG LEARNING OVERALL GOAL: Students will develop cognitive, physical and affective skills that will allow them to become more integrated and well-rounded individuals within various physical, social, cultural, and technological environments and communities.

BLAW 280 helps students learn the law relevant to engaging in business. This includes laws that help their own progress in life as well as those that help maintain a healthy and well-functioning society. In addition, students learn the process of legal analysis, so that they can develop their skills of critical thinking and problem solving. This is helpful to students to become fully developed students and adults.

CSUN with A Heart

If you are facing challenges related to food insecurity, housing insecurity/homelessness, mental health, access to technology, eldercare/childcare, or healthcare, you can find guidance, help, and resources from **CSUN with A HEART** (<https://www.csun.edu/heart>).

Canvas

IT IS YOUR RESPONSIBILITY TO CHECK CANVAS REGULARLY FOR ANNOUNCEMENTS AND OTHER INFORMATION RELATED TO THE COURSE.

Canvas Student

Guide: <https://community.canvaslms.com/docs/DOC-10701>

No screen shots or recording

You may not audio or video record the class, nor take any screenshots during class sessions.

BLAW Tutoring

The Business Law Department offers *free* peer-to-peer ½ hour tutoring sessions beginning Feb. 7th.

Disability Resources and Educational Services

If you have a disability and need accommodations, please register with the Disability Resources and Educational Services (DRES) office or the National Center on Deafness (NCOD). The DRES office is located in Bayramian Hall, room 110 and can be reached at 818/677-2684. NCOD is located on Bertrand Street in Jeanne Chisholm Hall and can be reached at 818/677-2611. If you would like to discuss your need for accommodations with me, please contact me to set up an appointment.

Klotz Student Health Center

Klotz Student Health Center offers health services at little to no cost. The Center is located on campus off of Bertrand Street, near Chaperral Hall and parking structure G3, and can be reached at 818/677-3666.

University Counseling Services

University Counseling Services offers a variety of short-term counseling services, including crisis intervention and psychiatric consultation. UCS is located at Bayramian Hall 520, and can be reached at 818/677-2366.

Course Topics and Assignments

Homework: We will be covering one to two assignments per week. To allow for some flexibility in how much time is spent on each topic, the assignments are numbered rather than dated. All dues dates will be confirmed on Canvas. If we are close to completing an assignment, move on to the next one for the following class.

Briefs and Problems: Please have your written answers to the briefs, problems (P), and syllabus questions (SQ) listed for each assignment accessible during class until we have gone over them. See posted guidance on Canvas.

Assignment	Topic	Homework
	Court System	
1	How do courts know which laws to apply?	<p><u>Read:</u> Syllabus <u>Read:</u> p. 1-3 – 1-10 (up to Jurisprudence) p. 1-13 (Legal Reasoning) – 18 Classification of Laws: https://tinyurl.com/y3und3dr <u>Do:</u> Syllabus quiz on Canvas <u>Answer:</u> SQ #1, SQ #2</p> <p><u>Syllabus question #1:</u> Assume that you are a trial court judge in Nebraska’s state court system and that <i>Sigler v. Patrick</i> is one of the civil cases you must decide. Your research has revealed that the critical issue in <i>Sigler</i> is the same issue presented in <i>Churchich v. Duda</i>, a 1996 decision of the Supreme Court of Nebraska (the highest court in the Nebraska system). The <i>Churchich</i> decision established a new common law rule for Nebraska. Your research has also revealed that in 2007, the Nebraska legislature enacted a statute that states a rule different from the common law rule established in <i>Churchich</i>. You believe, however, that the 2007 statute offers an unwise rule, and that the common law rule set forth in <i>Churchich</i> amounts to much better public policy. In deciding the <i>Sigler</i> case, are you free to apply the <i>Churchich</i> rule? Why or why not? (From the 14th edition.)</p> <p><u>Syllabus question #2:</u> Apply the correct classification/term for each of the following statements:</p> <ol style="list-style-type: none"> Courts have to follow decisions on the same topics made by previous courts. The government prosecutes an individual. The type of law that applies to disputes between individuals that do not have to do with contracts. Constitutional law is an example of this type of law.

2	How does a case make its way through the court system?	<p><u>Read:</u> p. 2-2 – 2-3 p. 2-9 (Federal Courts & Their Jurisdiction) – 2-20 (up to Class Actions)</p> <p><u>Answer:</u> P#6 p. 2-30 (Answer the question: What legal actions may Tyson take to object to/address what happened at the trial level?), SQ #3</p> <p><u>Syllabus question #3:</u> Parker sues Davis. At trial, Parker’s lawyer attempts to introduce certain evidence to help make his case. Davis’s attorney objects, and the trial judge refuses to allow the evidence. Parker eventually loses the case at the trial court level. On appeal, his attorney argues that the trial judge’s decision not to admit the evidence was erroneous. Davis’s attorney argues that the appellate court cannot consider this question, because appellate courts only review errors of law, not fact, at the trial court level. Consider each part of Davis’s attorney’s argument and explain if either is correct.</p>
Intentional Torts		
3	Can you commit a battery without physically harming someone? Can you assault someone with words alone? Is it false imprisonment if an escape route exists?	<p><u>Read:</u> p. 6-1 – 6-12</p> <p><u>Brief:</u> <i>Durham v. McDonald’s Restaurants of Oklahoma, Inc.</i> p. 6-9</p> <p><u>Answer:</u> P#1, #4 (discuss assault and battery in addition to false imprisonment), #6 (make sure to answer both questions) p. 6-39 – 6-41</p>
4	When is trash talking opinion and when is it defamatory?	<p><u>Read:</u> p. 6-13 – 6-27 (up to Invasion of Privacy)</p> <p><u>Brief:</u> <i>Neuman v. Liles</i> p. 6-14 <i>Bertrand v. Mullin</i> p. 6-20</p> <p><u>Answer:</u> P #8 (answer the question: do you think that Evel and Krystal Knievel were defamed – explain why or why not) p. 6-42</p>
5	What counts as invasion of privacy? Is an example of nuisance when your neighbor smokes so much weed you have to keep your windows shut?	<p><u>Read:</u> p. 6-27 – 6-38</p> <p><u>Brief:</u> <i>Jordan v. Jewel Food Stores, Inc.</i> p. 6-29 <i>Toyo Tire North America Manufacturing, Inc. v. Davis</i> p. 6-35</p> <p>focus on the following questions in your brief:</p> <ol style="list-style-type: none"> a. On what did the Davises base their trespass and nuisance claims? b. What were the Georgia Supreme Court’s conclusions regarding Toyo Tire’s two arguments? <p><u>Answer:</u> P #12 p. 6-44</p>

Negligence & Strict Liability		
6	If you slip on a banana peel at the grocery store, will you get a lot of money when you sue for injuries suffered?	<p><u>Read:</u> p. 7-1 – 7-10; 7-16 – 7-23; p. 7-27</p> <p><u>Brief:</u> <i>Black v. William Insulation Co.</i> p. 7-22</p> <p><u>Answer:</u> SQ #4, P #9 p. 7-38</p> <p><u>Syllabus Question #4:</u></p> <p>While Sandra and Michael Morris were shopping at a Sam’s Club store, Michael was pushing a shopping cart and Sandra was walking generally alongside him. The Morrisses were proceeding through the frozen foods section of the store when, after rounding a corner, Sandra slipped on a wet substance. Sandra then fell, hitting a small portable freezer known as a “spot box” and landed on her lower back and buttocks. She attempted to pull herself up using the cart that Michael was holding, but slipped halfway up and fell a second time. Once Sandra was finally standing up, she noticed that her clothes and shoes were soaked. She thought that the substance on which she slipped was water from the spot box freezer. The store manager arrived on the scene and ordered an employee to clean up the pool of liquid. The employee who did so noted that the pool was approximately ten inches in diameter and was located “right there under the drain of the freezer.” According to the Morrisises, the store manager told them he thought the liquid was water that had leaked from the spot box freezer. They also contended that the manager pointed out to them that the plug on the bottom of the spot box freezer was out. Sandra, who was treated at a hospital emergency room, experienced severe bruises and considerable pain, for which she was prescribed medication. In accordance with her physician’s advice, she remained off her feet for a week. Sandra filed a negligence lawsuit against Wal-Mart Stores, Inc., the owner of the Sam’s Club store. In particular, she attempted to rely on the <i>res ipsa loquitur</i> theory. At the close of her case-in-chief, however, the court granted judgment as a matter of law in favor of the defendant. The court did so because it did not think Sandra had proven what was necessary to enable her to rely on <i>res ipsa loquitur</i>. Was the court correct? Explain why or why not. (From the 14th edition.)</p>

7	Can your own stupidity prevent you from recovering damages in a strict liability case?	<p><u>Read:</u> p. 7-28 – 7-34 <u>Answer:</u> SQ #5, P#1 p. 7-34 (after answering the 1st question in the book, answer the questions: a. could Ralphs be held liable for not having sufficient safety policy requirements for its drivers b. what kind of negligence system – contributory or comparative – would apply if the court simply assigned a percentage of fault to each party?), P #10 p. 7-38 (answer the question: should negligence or strict liability principles apply – explain why)</p> <p><u>Syllabus Question #5:</u> While he was a freshman at Auburn University, Jason Jones became a pledge at the Kappa Alpha (KA) fraternity. Over the next year, KA brothers hazed Jones in various ways, including (1) making him jump into a ditch filled with urine, feces, dinner leftovers, and vomit; (2) paddling his buttocks; (3) pushing and kicking him; (4) making him run a gauntlet in which he was pushed, hit, and kicked; and (5) making him attend 2:00 a.m. hazing meetings. Jones continued to participate in these and other hazing activities until he was suspended from Auburn for poor academic performance. Even though he knew that 20 – 40 percent of his pledge class had withdrawn from the pledge program, Jones kept participating because he wanted to become a full member of KA. Jones later sued the local and national KA organizations for, among other things, negligent hazing in violation of state criminal statute that outlawed hazing. The defendants moved for summary judgment. What was their best defense? Should the court grant their motion? (Taken from the 15th edition.)</p>
	EXAM 1	<i>Tentatively scheduled for the week of Feb. 28th or March 7th</i>
	Contracts	
8	Can you enforce a professor's promise to give all her students an "A" in the class?	<p><u>Read:</u> p. 9-3 – 9-4 (up to Evolution of Contract Law) p. 9-5 (Basic Elements of a Contract) – 9-17 <u>Brief:</u> <i>Trapani Construction Co. v. Elliot Group, Inc.</i> p. 9-6 <i>Thomas v. Archer</i> p. 9-15 <u>Answer:</u> SQ #6</p> <p><u>Syllabus Question #6:</u> Houston repeatedly promised his daughter, Allyson, that he would pay one-half of the costs for Allyson to attend a private, historically African-American college or university. Relying on this promise, Allyson applied to and was accepted into Clark Atlanta University. Houston reiterated this promise after Allyson's acceptance and specifically agreed to pay one-half of the costs of her tuition, room, board, books, and other expenses at Clark (less certain scholarship, work study, and grant monies). Allyson relied on this reiterated promise and, foregoing opportunities to apply to and enroll in other colleges or universities of significantly less cost, enrolled in Clark. Houston nevertheless refused to honor his commitment. Allyson sued her father alleging promissory estoppel. Explain the requirements for promissory estoppel and then apply them to the facts and conclude who would win the case. (From the 16th edition.)</p>

Offer		
9	Is it an offer if someone says she'll buy your phone for a "fair price?"	<u>Read:</u> p. 10-1 – 10-8 (up to Rewards) <u>Brief:</u> <i>Domingo v. Mitchell</i> p. 10-3 <u>Answer:</u> P #5, P #2 p. 10-18 – 10-19
10	How much power does "the master of the offer" have?	<u>Read:</u> p. 10-8 – 10-18 <u>Answer:</u> SQ #7, P #8, P # 10 p. 10-20 <u>Syllabus Question #7:</u> Schiff, a self-styled tax rebel who had made a career out of his tax protest activities, appeared live on the February 7, 1983, CBS News <i>Nightwatch</i> program. During the course of the program, which had a viewer participant format, Schiff repeated his long-standing position that "there is nothing in the Internal Revenue Code which says anyone is legally required to pay the tax." Later in the program, Schiff stated: "If anybody calls this show and cites any section of this Code that says an individual is required to file a tax return, I will pay them \$100.00." Newman, an attorney, did not see Schiff live on <i>Nightwatch</i> , but saw a two-minute taped segment of the original <i>Nightwatch</i> interview several hours later on the <i>CBS Morning News</i> . Certain that Schiff's statements were incorrect, Newman telephoned and wrote <i>CBS Morning News</i> , attempting to accept Schiff's offer by citing Internal Revenue Code provisions requiring individuals to pay federal income tax. CBS forwarded Newman's letter to Schiff, who refused to pay on the ground that Newman had not properly accepted his offer. Newman sued Schiff for breach of contract. Who won the case and why? (From the 16 th edition.)
Acceptance		
11	Question, complaint, or acceptance?	<u>Read:</u> p. 11-1 – 11-9 (up to Communication of Acceptance) <u>Brief:</u> <i>Pena v. Fox</i> p. 11-5 <u>Answer:</u> P#1 (answer the question: did she accept the revised agreement?) p. 11-19
12	Do we have a deal?	<u>Read:</u> p. 11-9 – 11-19 <u>Answer:</u> Intro problem (at the beginning of the chapter p. 11-1) P #6 p. 11-20 P #7 (explain whether or not the state commissioner's conclusion was correct) p. 11-21 P #9 p. 11-22
	EXAM 2	Tentatively scheduled for the week of April 11th
Reality of Consent		
13	Could you be bound to a contract with a liar?	<u>Read:</u> p. 13-1 – 13-18 <u>Answer:</u> P #3, P #10, P #1, P #8 p. 13-18 – 13-20

Consideration		
14	Could a contract be enforceable if the price of the product is too good to be true?	<u>Read:</u> p. 12-1 – 12-6 p. 12-12 (Past Consideration) – 12-18 <u>Brief:</u> <i>Steinberg v. U.S.</i> p. 12-3 <u>Answer:</u> P #1, P #2, P #6 p. 12-18 – 12-19
Capacity		
15	If you buy a car when you're 16, can you weasel out of the contract?	<u>Read:</u> p. 14-1 – 14-11 <u>Answer:</u> P #2, P #7, P #8, P #9 p. 14-11 – 14-13
	EXAM 3	May 17 10:15 a.m. – 12:15 p.m.