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(402) 554 - 2823 (with voice mail)  

Office Hours:  
First, read this web page.  
Second, Monday through Thursday  
9:30 AM until go to class  
Third, by private appointment.  

HOME PAGE: [http://cba.unomaha.edu/faculty/mohara/web/ToOfficeHours.htm](http://cba.unomaha.edu/faculty/mohara/web/ToOfficeHours.htm)

Business Law Fundamentals  
With an Honors Contract, any section of this course may be taken for Honors credit.  

Spring 2013  
LAWS 3930-002  #20292  Monday & Wednesday  10:30 AM - 11:45 AM  MH 325  
LAWS 3930-001  #20291  Tuesday & Thursday  10:30 AM - 11:45 AM  MH 325  

COURSE DESCRIPTION:  
3 credit hours. "LAWS 3930 introduces students to the legal system governing business transactions. This course emphasizes constitutional law, the Common Law, and relevant statutory law. The legal topics covered include litigation and ADR, torts, contracts, Sale of Goods, insurance, international law, and regulation of business. Prereq.: ENGL 1160; SPCH 1110 or higher; ECON 2200 all with C (2.0) or better; 2.5 GPA."  

NOTE: by implication, also need MATH 1310 with “C” (2.0) or better as well as 12 hours earned.  

NOTE: WARNING from UPC on TWO STRIKE RULE: only enroll twice (audit = enroll) AND all prerequisites before enroll.

TEXTS:  
2. Recommended: BarChart’s plastic covered 4 page USA Constitution. 
3. See also, below, Syllabus's section "Incorporated by Reference".

GRADED EVENTS:  
Each student shall have a written contract with the professor detailing graded events. This document shall be that contract unless and until it is replaced by an individually negotiated replacement contract. Any replacement contract must be written, authored by the student, and signed by both the professor and the student no later than noon on Thursday, February 7th. If you desire to consider an individually negotiated replacement contract, then contact your professor for information on mandatory negotiation processes. To gain your instructor’s signature, any individually negotiated replacement contract must contain a Comprehensive Final Exam.  

In upper level undergraduate classes, your professor does not use the course letter grades of “C-”, “D+”, or “D-”. A course letter grade of an “A” is earned is with total course points of 900; an “A-” is earned with 870;
a “B+” with 830; a “B” with 800; a “B-” with 770; a “C+” with 730; a "C" with 700; a “D” with 600; and an “F” is earned with 599 or fewer total course points.

### POINTS GRADED EVENT

- 200 in-class oral quizzes
- 200 class attendance on days in-class problem solving
- 200 Exam #1
- 200 Exam #2
- 200 Comprehensive Final Exam (vocabulary driven essay; blue book; ink)
- 1,000 TOTAL POINTS

*Extra Credit if any*

Students who have earned 720 course points by noon on Tuesday, April 21st (i.e., 90% of then available course points) will have earned a course letter grade of "A" and are excused from the final exam.

### ORAL QUIZZES:

Quizzes will be oral and will be, unannounced,¹ administered in class. Oral quizzes will be graded on a truncated letter grade scale of A = 100%, C = 70%, good faith F = 50%, and bad faith F = zero percent. Across the entire semester, every student shall have at least three oral quizzes and might have as many as five.

Prompt and complete answers earn a grade of "A" whereas either slow or incomplete answers earn lower grades depending upon the slowness and/or the incompleteness. As the semester progresses away from the initial lecture coverage of a memorization item the reasonably expected quality of performance increases. That is, what was an "A" quality answer early in the semester becomes a good faith F quality answer later in the semester. This will be modeled by the professor during the initial class meeting.

Oral quizzes will be administered near the start of class. In a somewhat random manner, for most class meetings multiple individual students will be selected for individual oral quizzes. A quiz will consist of a student being asked to promptly repeat from memory a single item from the Incorporated by Reference "Summary of B-Law-1" list that already has been covered in lecture. For example, a student might be asked "What is express and what is implied?"

Oral quizzes will start during the second week a class. There will be no oral quizzes during the last week of class.

An oral quiz grade of bad faith F can be earned in two ways. First, if a student is absent when called upon, then that student earns a grade of a bad faith F on that oral quiz. Second, if the student's oral answer is grossly deficient, then a grade of bad faith F is earned on that oral quiz.

If time allows across the semester, in subsequent class meetings, students might have the opportunity to replace grades earned on prior quizzes.

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¹ Given this Syllabus' provisions on Make Up Work is there any Make Up Work for non-attendance?
CLASS ATTENDANCE:

Unannounced[^2] on many, but far from all, class days there were in-class problem solving. Sometimes the problem solving will be done working alone, other times working in small group. The problem solving exercise itself is not graded. Attendance and participation of a specific day will be graded as zero or as 100%.

There might or there might not be oral quizzes on these class meeting days.

EXAMS:

There are three exams. There are two true/false exams and one Comprehensive Final Exam. Each of the true/false exams is worth 200 of 1,000 course points. The Comprehensive Final Exam is worth 200 of 1,000 course points.

The final is a vocabulary driven essay exam. In a vocabulary driven exam, the student is given a set of questions as well as a vocabulary list. The student must correctly use the words in that vocabulary list in answering the essay exam questions.

All exams are open book and closed book.

The first true/false exam is Exam #1 and will be administered in-class during the week of Sunday February 10th. The second true/false exam is Exam #2 and will be administered in-class during the week of Sunday March 31st. Both Exam #1 and Exam #2 require the student to provide a number two pencil. Both Exam #1 and Exam #2 shall have 35 questions graded as if there were 33 questions.

The Comprehensive Final Exam dates and the times shall be the Regent's scheduled dates (i.e., section 001 on Tuesday April 30th and section 002 on Wednesday May 1st) and duration of 120 minutes. The final shall present the student with three questions, and the student shall pick one and answer it using specific vocabulary words/phrases. Student answers shall be graded on a truncated letter grade scale of A, B, C, and F; where an A earns 100%, a B earns 80%, a C earns 70%, and a F earns 35%.

For the final exam the student must provide a blue book and an ink pen (only blue ink or black ink is acceptable).

All exams are designed by your professor with the subjective intent to objectively detect and to objectively measure the individual student's subjective knowledge. The student is rewarded for actual knowledge of the student's Bounded Rationality. That is, the student is rewarded for actually knowing what is known as well as rewarded for actually knowing what the student does not know. Study accordingly.

COURSE COMMUNICATIONS:

Students are encouraged to ask questions during class and/or during office hours. Strongly encouraged. Education is an active process.

Every class meeting will start with the professor asking the assembled students "Any questions?". If you are silent in reply to such repeated questioning by your professor, then your silence creates the binding on you reasonable expectation by both your professor and by UNO that you did not then and you do not now have any unanswered material question(s). That is, your knowing and voluntary action

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[^2]: Given this Syllabus' provisions on Make Up Work is there any Make Up Work for non-attendance?
of silence thereby \textit{ESTOPPES YOURSELF TO DENY}\textsuperscript{3} that you had all reasonable questions answered and/or that all material question(s) had been answered fully and to your personal satisfaction.

Following that Q&A period, your professor will move on to other course related tasks, such as announcing Syllabus revisions, repeating by the professor of all reasonable and/or material questions raised by students during office hours that are of interest to all students; and new material. Any revisions of this Syllabus \textit{solely} shall be announced [a] once, [b] in the classroom, and that classroom oral announcement will be accompanied by [c] a writing on a classroom's writing surface.

\textbf{If you} miss a class (i.e., you have \textit{breached your contract with your professor} and with UNO) and thus you missed an announced revision of the Syllabus, \textbf{then} it is \textit{your duty to remedy your breach} of contract in some manner other than seeking repeat performance from your professor.

Grades earned by individual students will be distributed in-person, either in the classroom or during office hours. Individual grades will not be distributed in any other manner nor in any other location.

\textbf{In short, come to class.}

\textbf{In short, there will be nearly zero technologically mediated communications (whether asynchronous or synchronous).}

\textbf{If feasible, all communications shall be face-to-face in-person.}

If a student sends an email or a voice mail in violation of the above, then that student already is in possession of the sole answer that student will receive in reply (i.e., this Syllabus section). That is, come to class and ask the question or come to office hours and ask the question.

When is it appropriate to send an email, a voice mail, or leaving a hand written note? When [1] a student is providing timely written notice of a \textit{Force Majeure}; or [2] to set up a private appointment. See, \url{http://cba.unomaha.edu/faculty/mohara/web/ToOfficeHours.htm}.

Occasionally, a classroom announcement is not feasible (e.g., a \textit{Force Majeure} prevents performance by UNO [e.g., flu pandemic] and/or by your professor [e.g., illness]), then your professor will send a simultaneous email to all enrollees to each enrollee's BlackBoard defined email address (i.e., the Regent defined location external to the classroom for delivery of notices).

\textbf{EXTRA CREDIT:}

\textbf{No electronic devices of any kind are permitted to be active during class meetings.} No laptops. No cell phones. Nothing electronic. You shall \textbf{EARN NEGATIVE TEN COURSE POINTS} each time your electronic device (e.g., phone) announces (e.g., rings) during class as well as earn -10 course points if your laptop is "open" during class. Each time your phone is active during class and each time your laptop is active during class you more than merely rebut the presumption that you mind was physically present in the room: you also irrebuttably prove it was absent and that you have materially disturbed the quality of attendance by others.

\textsuperscript{3} \textbf{HINT:} If, \textbf{when} you are reading a document and you \textbf{know you do not know} the meaning of a phrase or a word, then you would be well advised to \textbf{pause} your reading until you \textbf{go learn} the meaning of that phrase or word. For example, what does the phrase "estopped to deny" mean in the context of a class Syllabus?
You can earn positive extra credit. Across the semester extra credit opportunities might be created, usually with no advance notice.

From the perspective of course letter grades the purpose of extra credit class participation is to rebut the presumption that other mechanisms of objectively detecting and objectively measuring a student's subjective knowledge did accurately detect and measure that individual student's subjective knowledge. **Solely in your professor's good faith professional judgment** the individual student **may earn as many as 50 course points of extra credit via class participation.** The first component of Class Participation is mere physical attendance (that is picked up via in-class problem solving). The second component is cogent contributions.

**INCORPORATED BY REFERENCE:**

Hereby incorporated by reference into your class Syllabus are documents [A] through [F] from the following documents [A] through [G]:

- **[A]** Reasonable Expectations  (for all courses).
- **[B]** Critical Thinking  (for all courses).
- **[C]** Memorization Techniques  (for all courses).
- **[D]** Economics Slides  (for all courses after microeconomics).
- **[E]** USA Constitution  (for all law courses).
  - http://cba.unomaha.edu/faculty/mohara/web/USA_Constitution.htm
  **Recommended:** BarChart's four-page plastic copy of the USA Constitution.
- **[F]** Summary of B-Law-1  (for all law courses)
- **[G]** Systems Handout  (for some advanced courses)

**MAKE UP WORK:**

Except to the extent of federal preemption or other preemption, there is **NO MAKE UP WORK available for extra credit opportunities; nor for graded events that are not scheduled in this Syllabus.** Only scheduled (i.e., date specified in the Syllabus) graded events are eligible for Make Up Work.

If a student's timely performance of a graded course component is prevented by a **Force Majeure** (the existence of that **Force Majeure** objectively demonstrated to the professor's personal satisfaction), then the professor shall make a reasonable accommodation for that student to complete substantially equivalent make up work.

As a **condition precedent** for make-up work, the student must provide **timely notice** (e.g., an email sent **prior** to the due date for the student's performance) of the **Force Majeure** as well as provide **seasonable written verification** that is **signed** by an **impartial third party** in the format **specified by the professor.**

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4 **HINT:** If, when you are reading a document and you know you do not know the meaning of a phrase or a word, then you would be well advised to **pause** your reading until you **go learn** the meaning of that phrase or word. For example, what does the phrase "incorporated by reference" mean in the context of a class Syllabus?

5 Hmmmm. What does that mean?

6 Hmmmm. What does that mean?
That signed written verification **must** be provided on letterhead if that verifer is likely to have letterhead (e.g., funeral director). That signed written verification **must** include sufficient contact information that the professor can audit that proffered verification.

**ACADEMIC HONESTY:**

All students are bound to an obligation of academic honesty. **Any form of academic dishonesty** by a student, solely in the discretion of your professor, shall cause that student to earn a letter grade of "F" either on the assignment (e.g., a mere extra credit opportunity) or for the entire course. See, [http://www.unomaha.edu/aandsaffairs/tabs/student/aiundergrad.php](http://www.unomaha.edu/aandsaffairs/tabs/student/aiundergrad.php)
### Weekly Schedule for both sections:  
**Mon. & Wed. @ 10:30** and **Tues. & Thurs. @ 10:30**

<table>
<thead>
<tr>
<th>Week of Sunday</th>
<th>Chapters</th>
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<tr>
<td>Jan 6</td>
<td>chapters 1, 2, &amp; 3: legal reasoning &amp; courts &amp; procedure</td>
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| Jan 13        | **(first oral quiz)**  
                 1 & 2 & 3: legal reasoning & courts & procedure  
                 4 & 23: constitution & international |
| Jan 20        | 4 & 23: constitution & international  
                 *(no class on MLK Day Jan 21)* |
| Jan 27        | chapters 6 & 7: torts (i.e., intentional & negligence & strict liability) |
| Feb 3         | 9 & 6 & 7: crime and torts *(?? own syllabus by noon Feb. 7th ??)* |
| Feb 10        | review and **Exam #1**: chapters 1-4, 6, 7, 9 and 23 |
| Feb 17        | chapters 10, 11, 12, & 13: contracts  
                 *(i.e., terminology, agreement, consideration, capacity & legality)* |
| Feb 24        | 14, 15, & 16: contracts  
                 *(genuineness & Statute of Frauds & 3rd party)* |
| March 3       | 17 & 18: contracts  
                 *(i.e., performance & discharge & breach & remedies)* |
| March 10      | chapters 19 & 20: UCC2  
                 *(i.e., formation & title & risk of loss & insurable interest)* |
| March 17      | **no classes:** **UNO SPRING BREAK** |
| March 24      | 21 & 22 UCC2: performance & warranties |
| **March 31**  | **Exam #2:** cumulative, but especially chapters 10 - 22  
| April 7       | 47 antitrust & review of ECON 2200 |
| April 14      | 44 & 45 administrative agencies & consumer law *(last oral quiz)* |
| April 21      | 52 & 51 wills & insurance *(?? 720 by noon April 23rd ??)* |
| **April 28**  | **Comprehensive Final Exam**  
                 [http://registrar.unomaha.edu/calendar/](http://registrar.unomaha.edu/calendar/)  
                 section 001 Tuesday April 31st and section 002 Wednesday May 1st |