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UNO Omaha NE 68182  
(402) 554 - 2823 (with voice mail)  
fax (402) 554 - 2680 (group fax: not private)  

Office Hours:  
First, read this web page.  
Second, in office hour prior to going to classroom  
Third, by private appointment.  

HOME PAGE: http://cba.unomaha.edu/faculty/mohara/web/ohara.htm

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

Spring 2014  
LAWS 3930-001  #20497  Tuesday & Thursday  10:30 AM - 11:45 AM  MH 118  
LAWS 3930-002  #20498  Wednesday  6:00 PM - 8:40 PM  MH 321  


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.

GRADED EVENTS:  
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 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  
250  Exam #1  Chapters 1 - 4, 23, 6 - 7  week of February 9  
250  Exam #2  Exam #1 plus Chapter 9 - 18  week of March 16  
500  Comprehensive Final Exam 1 - 4, 23, 6 - 7, 9 - 22, 47, 44 - 45, 51 - 52  
      week of May 4  

1,000 TOTAL POINTS  
Extra Credit if any
EXTRA CREDIT:

No electronic devices of any kind are permitted to be active during class meetings. No laptops. No cell phones. Nothing electronic. You shall 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.

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.

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.

That signed written verification must be provided on letterhead if that verifier 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
### Weekly Schedule for both sections:

**Tues. & Thurs. @ 10:30 AM** and **Wed. @ 6:00 PM**

<table>
<thead>
<tr>
<th>Week of Sunday</th>
<th>Chapters</th>
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<tbody>
<tr>
<td>Jan 12</td>
<td>chapters 1, 2, &amp; 3: legal reasoning &amp; courts &amp; procedure</td>
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<tr>
<td>Jan 19</td>
<td>(on Monday Jan 20, national holiday MLK Day there are no UNO classes) 1 &amp; 2 &amp; 3: legal reasoning &amp; courts &amp; procedure 4 &amp; 23: constitution &amp; international</td>
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<tr>
<td>Jan 26</td>
<td>4 &amp; 23: constitution &amp; international</td>
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<td>Feb 2</td>
<td>chapters 6 &amp; 7: torts (i.e., intentional &amp; negligence &amp; strict liability)</td>
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<td><strong>Feb 9</strong></td>
<td><strong>Exam #1 chapters 1 - 4, 23, 6 - 7</strong></td>
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<td>Feb 16</td>
<td>9 &amp; 6 &amp; 7: crime and torts</td>
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<td>Feb 23</td>
<td>chapters 10, 11, 12, &amp; 13: contracts (i.e., terminology, agreement, consideration, capacity &amp; legality)</td>
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<td>March 2</td>
<td>14, 15, &amp; 16: contracts (genuineness &amp; Statute of Frauds &amp; 3rd party)</td>
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<td>March 9</td>
<td>17 &amp; 18: contracts (i.e., performance &amp; discharge &amp; breach &amp; remedies)</td>
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<td><strong>March 16</strong></td>
<td><strong>Exam #2 tests all of Exam #1 plus chapters 9 - 18</strong></td>
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<tr>
<td>March 23</td>
<td>no classes: UNO SPRING BREAK</td>
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<tr>
<td>March 30</td>
<td>chapters 19 &amp; 20: UCC2 (i.e., formation &amp; title &amp; risk of loss &amp; insurable interest)</td>
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<td>April 6</td>
<td>21 &amp; 22 UCC2: performance &amp; warranties</td>
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<td>April 13</td>
<td>47 antitrust &amp; review of ECON 2200</td>
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<tr>
<td>April 20</td>
<td>44 &amp; 45 administrative agencies &amp; consumer law</td>
</tr>
<tr>
<td>April 27</td>
<td>52 &amp; 51 wills &amp; insurance</td>
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| **May 4**      | **Comprehensive Final Exam**
|                | tests all of Exams #1 & #2 plus chaps. 47, 44 - 45, and 51 - 52
|                | [http://registrar.unomaha.edu/calendar/](http://registrar.unomaha.edu/calendar/)
|                | section 001 Tuesday May 6th and section 002 Wednesday May 7th |