


Contents

<i>Preface</i>	xliv
<i>Acknowledgments</i>	xlvii

PART I. INTRODUCTION TO LAW

 THE AMERICAN LEGAL SYSTEM	3
<i>Learning Objectives</i>	3
I. WHAT IS THE LAW?	3
A. Law vs. Morality	4
B. Short History of Law	5
II. THE BASICS: CIVIL AND CRIMINAL LAW	5
A. Civil Law vs. Criminal Law	5
B. The Differences Between Civil and Criminal Cases	6
1. The Parties	7
2. The Pleadings	7
3. The Rules	9
4. The Burden of Proof	9
5. The Outcome	10
III. SOURCES OF LAW	11
A. The U.S. Constitution	11
1. The Three Branches of the Federal Government	12
a. Executive Branch	12
b. Legislative Branch	12
c. Judicial Branch	12
2. Separation of Powers Among the Branches	12
B. Statutes	13
1. Ordinances	13

2. Administrative Rules and Regulations	13
C. Case Law	14
D. Common Law	15
IV. ORGANIZATION OF THE COURT SYSTEM	16
A. Federal vs. State Court Systems	16
B. The Levels of the Federal Court System	16
1. Trial Courts: U.S. District Court	17
2. U.S. Circuit Courts of Appeal	17
3. U.S. Supreme Court	18
C. The Levels of the State Court System	19
1. Trial Courts	19
2. Appellate Courts	19
3. State Supreme Courts	19
What Qualifies as Marital Property? <i>In re Marriage of Eftefagh</i>	20
<i>Questions About the Case</i>	25
<i>Chapter Summary</i>	26
<i>Key Terms and Phrases</i>	27
<i>End of Chapter Exercises</i>	27
<i>Matching</i>	27
<i>Review Questions</i>	29
<i>Practice Questions for Test Review</i>	30
<i>Essay Question</i>	30
<i>True-False</i>	30
<i>Fill in the Blank</i>	30
<i>Multiple Choice</i>	30




TORT LAW	33
<i>Learning Objectives</i>	33
I. INTRODUCTION TO TORT LAW	33
A. Tort Law Compared to Criminal Law	34
B. Many Different Types of Torts	34
II. INTENTIONAL TORTS	34
A. Proving Intentional Actions	35
B. Assault	36
C. Battery	36
D. False Imprisonment	37

III. NEGLIGENCE	37
A. Duty	39
B. Breach	39
C. Causation	39
D. Damages	40
IV. PERSONAL INJURY CASES	40
A. Plaintiffs' Firms	40
B. Insurance Defense Firms	41
V. INTRODUCTION TO MALPRACTICE	42
A. What Is Malpractice?	42
B. Limitations on Damages in Medical Malpractice Cases	42
C. Legal Malpractice	43
What Happens When a Plaintiff Fails to Prove All Elements of a Negligence Case? <i>Lewison v. Renner</i>	43
<i>Questions About the Case</i>	49
<i>Chapter Summary</i>	50
<i>Key Terms and Phrases</i>	50
<i>End of Chapter Exercises</i>	51
<i>Matching</i>	51
<i>Review Questions</i>	52
<i>Practice Questions for Test Review</i>	53
<i>Essay Question</i>	53
<i>True-False</i>	53
<i>Fill in the Blank</i>	53
<i>Multiple Choice</i>	53

3 ADMINISTRATIVE LAW	55
<i>Learning Objectives</i>	55
I. INTRODUCTION TO ADMINISTRATIVE LAW	55
II. WHAT IS ADMINISTRATIVE LAW?	56
A. The Internal Revenue Service: An Example of an Administrative Agency	56
III. ADMINISTRATIVE AGENCIES	57
A. Creating an Administrative Agency	57

B. Administrative Rules and Regulations	59
1. Agencies Create Their Own Rules	59
2. Limitations on an Agency’s Rulemaking Power	59
3. An Agency Cannot Exceed Its Mandate	59
4. The Federal Administrative Procedure Act	60
5. The Code of Federal Regulations (CFR)	61
C. Agencies and “Sunshine” Laws	61
D. Enforcement of Agency Rules and Regulations	62
IV. ADMINISTRATIVE HEARINGS	62
A. Administrative Hearings Involve Less Time and Resources	63
B. Innovation	63
C. Relaxed Evidentiary Rules	63
D. Issuing Subpoenas	64
E. Appealing Agency Findings	64
V. SPECIFIC EXAMPLES OF ADMINISTRATIVE AGENCIES	64
A. Social Security Hearings	64
B. Worker’s Compensation	65
Can an Agency Change the Interpretation of the Sunshine Act? <i>Natural Resources Defense Council v. NRC</i>	66
<i>Questions About the Case</i>	70
<i>Chapter Summary</i>	71
<i>Key Terms and Phrases</i>	71
<i>End of Chapter Exercises</i>	72
<i>Matching</i>	72
<i>Review Questions</i>	72
<i>Practice Questions for Test Review</i>	73
<i>Essay Question</i>	73
<i>True-False</i>	73
<i>Fill in the Blank</i>	73
<i>Multiple Choice</i>	73

 CRIMINAL LAW	75
<i>Learning Objectives</i>	75
I. INTRODUCTION TO CRIMINAL LAW	75
II. ARREST AND BEGINNING THE PROSECUTION	76
III. INDICTMENT, ARRAIGNMENT, AND DISCOVERY	77

A. Indictment	77
B. Arraignment	78
C. Criminal Discovery	78
IV. PRINCIPALS, ACCESSORIES, AND ATTEMPT	79
A. Principals	79
B. Accessories	79
1. Accessory Before the Fact	80
2. Accessory After the Fact	80
C. Attempt	80
V. CRIMES OF VIOLENCE	81
A. Murder	81
B. Second-Degree Murder or “Malice Murder”	82
C. Manslaughter	83
D. Battery	84
E. Assault	84
VI. SEX CRIMES	84
A. Rape	85
B. Child Molestation	85
VII. PROPERTY CRIMES	86
A. Burglary	86
1. Breaking and Entering	86
2. Building or Occupied Structure	86
3. With the Intent to Commit a Theft or Felony	87
VIII. VERDICTS IN CRIMINAL CASES	87
A. Guilty	87
B. Not Guilty	87
C. Not Guilty by Reason of Insanity	88
D. Guilty but Mentally Ill	88
IX. SENTENCING IN CRIMINAL CASES	88
X. APPEALING CRIMINAL CONVICTIONS	89
When Is the Death Penalty Warranted? <i>People v. Solomon</i>	89
<i>Questions About the Case</i>	93
<i>Chapter Summary</i>	93
<i>Key Terms and Phrases</i>	94
<i>End of Chapter Exercises</i>	95
<i>Matching</i>	95


<i>Review Questions</i>	97
<i>Practice Questions for Test Review</i>	98
<i>Essay Question</i>	98
<i>True-False</i>	98
<i>Fill in the Blank</i>	98
<i>Multiple Choice</i>	98

5

ETHICS	101
<i>Learning Objectives</i>	101
I. INTRODUCTION	101
II. ETHICS AND BUSINESS PRACTICES	102
III. THE ROLE THAT ATTORNEYS PLAY IN BUSINESS	103
IV. ETHICAL RULES FOR ATTORNEYS	104
A. Becoming an Attorney and Assuming Ethical Obligations	104
B. State Bar–Mandated Ethics Rules	105
C. Creating the Attorney-Client Relationship	105
1. What Is the Attorney-Client Relationship?	106
2. Attorney-Client Privilege	106
3. Confidentiality	107
4. Attorneys Must Zealously Represent Their Clients	107
5. Attorneys Must Avoid Conflicts of Interest	108
D. Investigating the Legal Nature of a Potential Suit (Rule 11)	108
V. SANCTIONS WHEN ATTORNEYS VIOLATE THEIR ETHICAL RULES	110
A. Private Reprimand	110
B. Public Reprimand	110
C. Temporary Suspension	110
D. Disbarment	110
E. Criminal Charges	111
VI. COMMON TYPES OF ETHICAL VIOLATIONS	111
A. Embezzling or Commingling Client Funds	111
B. Lack of Diligence	112
C. Insurance Fraud	112
VII. LEGAL MALPRACTICE	112
VIII. UNAUTHORIZED PRACTICE OF LAW	113

What Services Are Considered to Constitute Practicing Law Without a License? <i>State ex rel. Comm’n on Unauthorized Practice of Law v. Yah</i>	114
<i>Questions About the Case</i>	119
<i>Chapter Summary</i>	119
<i>Key Terms and Phrases</i>	120
<i>End of Chapter Exercises</i>	120
<i>Matching</i>	120
<i>Review Questions</i>	121
<i>Practice Questions for Test Review</i>	122
<i>Essay Question</i>	122
<i>True-False</i>	122
<i>Fill in the Blank</i>	122
<i>Multiple Choice</i>	123

PART II. CONTRACTS

 INTRODUCTION TO CONTRACT LAW	127
<i>Learning Objectives</i>	127
I. INTRODUCTION TO CONTRACTS	127
A. What Is a Contract?	128
B. What Makes a Contract Binding?	128
II. THE BASIC ELEMENTS OF ALL CONTRACTS	131
A. Offer	132
1. The Power of Acceptance	133
2. Offers Can Be Made by Words, by Actions, or Any Combination of Both	133
3. How Long Is an Offer Valid?	133
B. Acceptance	134
1. Communicating an Acceptance	135
2. The Mailbox Rule	135
3. Can a Person Accept by Silence?	136
4. Terminating the Power of Acceptance	136
5. Counteroffers	137
C. Mutual Assent	137
D. Consideration	138
E. Capacity	139
F. The Subject of Contract Must Be Legal	139

III. TYPES OF CONTRACTS	140
A. Classifying a Contract by Performance	140
1. Unilateral Contracts	140
2. Bilateral Contracts	141
B. Executory and Executed Contracts	141
C. Void and Voidable Contracts	141
What Is the Definition of a Contract? <i>Parker Drilling Co. v. Romfor Supply Co.</i>	142
<i>Questions About the Case</i>	147
<i>Chapter Summary</i>	147
<i>Key Terms and Phrases</i>	147
<i>End of Chapter Exercises</i>	148
<i>Matching</i>	148
<i>Review Questions</i>	149
<i>Practice Questions for Test Review</i>	150
<i>Essay Question</i>	150
<i>True-False</i>	150
<i>Fill in the Blank</i>	150
<i>Multiple Choice</i>	150

7

OFFERS AND ACCEPTANCE	153
<i>Learning Objectives</i>	153
I. INTRODUCTION TO OFFERS	153
A. Defining an Offer	154
B. Proving an Offer	154
C. General Offers Versus General Invitations to Make an Offer	155
D. The Intent to Contract	156
E. Language Used to Make an Offer	157
F. Advertisements	157
1. Stating a Price in an Advertisement	159
2. Mistakes in Advertisements Do Not Create Offers	159
3. When Does an Advertisement Become an Offer?	160
G. Time Limits on Offers	160
H. Revoking an Offer	161
I. Terminating the Offer	161
II. COUNTEROFFERS	162
III. OPTIONS	162

IV. INTRODUCTION TO ACCEPTANCE	163
A. Sufficiency of Acceptance	163
B. Communicating an Acceptance	164
C. What Words Are Required to Indicate Acceptance?	164
1. The Acceptance Must Be Unambiguous	164
2. Acceptance Without Words	165
D. The “Power” of Acceptance	165
E. Conditions that Limit Acceptance	166
F. Acceptance Must Be Unambiguous	166
G. Acceptance by Mail	166
1. The Mailbox Rule	167
2. Exceptions to the Mailbox Rule	167
H. Modifying the Terms After Acceptance	167
Can an Employment Contract and Its Specific Clauses Be Created When One Party Does Not Sign the New Agreement?	
<i>Harrison v. Williams dental Group, P.C.</i>	168
<i>Questions About the Case</i>	171
<i>Chapter Summary</i>	172
<i>Key Terms and Phrases</i>	172
<i>End of Chapter Exercises</i>	172
<i>Matching</i>	172
<i>Review Questions</i>	173
<i>Practice Questions for Test Review</i>	174
<i>Essay Question</i>	174
<i>True-False</i>	174
<i>Fill in the Blank</i>	174
<i>Multiple Choice</i>	174



CONSIDERATION AND MUTUAL ASSENT

177

<i>Learning Objectives</i>	177
----------------------------	-----

I. INTRODUCTION	177
------------------------	-----

II. CONSIDERATION	178
--------------------------	-----

A. Consideration as a Contract Element	179
1. Gratuitous Promise	179
2. Types of Consideration	180
B. Proving Consideration	181
C. Inadequate or Insufficient Consideration	183
D. Contracts “Under Seal”	184

E. Court-Created Doctrines and Consideration	184
1. Promissory Estoppel	184
a. Promissory Estoppel and Consideration	184
b. The Elements of Promissory Estoppel	185
2. Accord and Satisfaction	185
III. WHAT IS MUTUAL ASSENT?	185
A. Mutual Assent and Contract Terms	186
1. Mutual Assent: Having a Common Design or Purpose	186
2. Who Are the Parties to the Contract?	186
B. When the Court Determines That There Is No Mutual Assent	187
Is an Oral Cohabitation Agreement Enforceable? <i>Armao v. McKenney</i>	187
<i>Questions About the Case</i>	190
<i>Chapter Summary</i>	190
<i>Key Terms and Phrases</i>	191
<i>End of Chapter Exercises</i>	191
<i>Matching</i>	191
<i>Review Questions</i>	191
<i>Practice Questions for Test Review</i>	192
<i>Essay Question</i>	192
<i>True-False</i>	192
<i>Fill in the Blank</i>	192
<i>Multiple Choice</i>	193



CAPACITY, LEGALITY, DURESS, AND COERCION 195

Learning Objectives 195

I. INTRODUCTION 195

II. WHAT IS CAPACITY? 196

A. Defining Capacity	196
B. History of Capacity	197
C. Who Has Capacity?	197
1. Natural Persons	197
2. Artificial Persons	199
D. Capacity vs. Competency	199
1. Age or Infirmary	199
a. Minors	199
b. Advanced Age	200
c. Physical Infirmary	200
d. Guardianship	201

2. Mental Incompetence or Mental Illness	202
3. Intoxication	203
III. LEGAL SUBJECT OF CONTRACT	203
A. Contracts that Are Illegal Because of Subject	203
B. Contracts that Are Unenforceable Because of Public Policy	204
IV. DURESS, COERCION, AND UNDUE INFLUENCE	204
A. Duress	205
1. Defining Duress	205
2. Limits of Duress	205
3. Exercising a Legal Right Does Not Create a Claim of Duress	207
B. Coercion	207
C. Undue Influence	207
V. RATIFICATION	208
A. Ratification and Void Contracts	208
B. What Qualifies as Ratification?	209
C. The Doctrine of Laches	209
When Does Incapacity Factor into a Lawsuit? <i>Lawrence v. Kennedy</i>	210
<i>Questions About the Case</i>	212
<i>Chapter Summary</i>	213
<i>Key Terms and Phrases</i>	214
<i>End of Chapter Exercises</i>	214
<i>Matching</i>	214
<i>Review Questions</i>	215
<i>Practice Questions for Test Review</i>	215
<i>Essay Question</i>	215
<i>True-False</i>	215
<i>Fill in the Blank</i>	216
<i>Multiple Choice</i>	216

	WARRANTIES AND CONDITIONS	219
---	----------------------------------	-----

<i>Learning Objectives</i>	219
----------------------------	-----

I. WARRANTIES	219
A. A Short History of the Law of Warranties	220
B. Implied Warranties	221
1. Warranty of Merchantability	222
2. Warranty of Good and Workmanlike Performance	222

3. Warranty of Fitness for Purpose	222
C. Express Warranties	223
1. Evidentiary Issues in Express Warranty Cases	224
a. Parol Evidence Rule	224
b. When Does the Parol Evidence Rule Apply?	224
2. Conflicts Between Oral and Written Warranties	224
3. Disclaiming Express Warranties	225
D. Federal Law Regarding Warranties	225
1. Magnuson-Moss Warranty Act	225
2. What Does the Magnuson-Moss Warranty Act Cover?	226
a. Jurisdiction of the Act	226
b. Definitions Under the Act	226
c. Consumer Products Under the Act	227
d. Enforcement Under the Act	227
e. Written Warranties Under the Magnuson-Moss Warranty Act	228
f. Statements Not Covered Under the Act	229
g. Implied Warranties under the Magnuson-Moss Warranty Act	229
h. The Magnuson-Moss Act and Other Federal Law	229
i. What Is Required Under the Act?	230
E. State Consumer Protection Statutes: Lemon Laws	230
II. CONDITIONS	230
A. Distinguishing Between Conditions and Promises	232
B. Types of Conditions	233
1. Implied Condition	233
2. Express Condition	233
3. Condition Precedent	234
4. Condition Subsequent	235
5. Exclusions	235
When Can Parol Evidence Be Used in Analyzing a Contract? <i>Moreno v. Smith</i>	236
<i>Questions About the Case</i>	238
<i>Chapter Summary</i>	238
<i>Key Terms and Phrases</i>	239
<i>End of Chapter Exercises</i>	239
<i>Matching</i>	239
<i>Review Questions</i>	240
<i>Practice Questions for Test Review</i>	240
<i>Essay Question</i>	240
<i>True-False</i>	240
<i>Fill in the Blank</i>	241

111	PERFORMANCE AND DISCHARGE OF CONTRACTUAL OBLIGATIONS	243
<i>Learning Objectives</i>		243
I. INTERPRETING CONTRACT PROVISIONS		243
A. Words Are to Be Given Their Normal, Ordinary Meaning		244
B. Was a Condition Intended?		244
C. When There Is a Conflict Between an Express Condition and an Implied Condition, the Express Condition Wins		244
D. Attempt to Reconcile Conflicts		244
E. The Parties' Intentions Are Controlling		245
F. Oral Testimony About Written Promises Is Usually Not Permitted		245
II. SPECIFIC CONTRACT PROVISIONS		245
A. "Time Is of the Essence"		246
B. "Trade or Business Secrets"		246
C. "Noncompete"		247
D. "Arbitration"		248
III. ENDING—OR DISCHARGING—A CONTRACT		248
A. Discharge of a Contract		248
1. Discharging a Contract Through Performance		249
a. Duty to Perform		249
b. Good Faith		250
c. What Duties Are Required?		250
2. Discharge Through Termination of the Contract		250
a. Contracts Without Termination Dates		251
b. Automatic Renewal		251
c. Conditions Subsequent		252
d. Termination for "Good Cause"		252
e. Termination for Any Reason		252
f. Notice of Termination		252
g. Effect of Termination		252
B. Ending a Contract Through Other Means		253
1. Agreement		253
2. Abandonment		253
3. Rescission		253
a. The Elements of Rescission		254
b. Agreement to Rescind the Contract		254
c. Who May Rescind		255
d. What Types of Contracts May Be Rescinded		255

e. Cancellation vs. Rescission	255
f. Waiving the Right to Rescind	255
g. Suits Seeking Rescission	255
IV. BREACH OF CONTRACT	256
A. Negotiating Types of Breach	256
B. One Party's Breach Does Not Relieve the Other of Legal Duty	256
C. Anticipatory Breach	256
D. What Is a Material Breach?	257
Is an Unwillingness to Renegotiate a Contract an Indication of Acting Without "Good Faith?" NNN 1818 Mkt. St., LLC v. Kogan, Trichon & Wertheimer, P.C.	257
<i>Questions About the Case</i>	260
<i>Chapter Summary</i>	260
<i>Key Terms and Phrases</i>	261
<i>End of Chapter Exercises</i>	261
<i>Matching</i>	261
<i>Review Questions</i>	262
<i>Practice Questions for Test Review</i>	262
<i>Essay Question</i>	262
<i>True-False</i>	262
<i>Fill in the Blank</i>	263
<i>Multiple Choice</i>	263

12
DEFENSES TO CONTRACTS 265

Learning Objectives 265

I. LEGAL EXCUSES 265

A. Impossibility	266
B. Subsequent Illegality	266
C. Acts of God/Nature	267
D. Death of a Party	267
E. Destruction	267
F. War	268

**II. MISTAKE AS TO THE SUBJECT
OF THE CONTRACT** 268

A. A Mistake Is a Bilateral Act	268
B. Mistake and Conditions Precedent	269
C. Waiving a Claim of Mistake	270

III. FRAUD	270
A. Two Types of Fraud Involved in Contracts	271
1. Fraud in the Execution of a Contract	271
2. Fraud in the Inducement	271
B. Waiving the Right to Allege Fraud	272
C. Proving Fraud	272
1. Material Fact	272
2. Clear and Convincing Evidence Required to Prove Fraud	272
D. Fraud Involves Material Facts	273
1. Sales Statements Are Usually Not Considered to Be Material Facts	273
2. Opinions Are Usually Not Considered to Be Material Facts	274
E. Alleging Fraud in the Complaint	274
IV. NEGLIGENT MISREPRESENTATION	274
A. Elements of Negligent Misrepresentation	275
B. Awarding Monetary Damages in Negligent Misrepresentation Cases	276
C. Opinions and Negligent Misrepresentation	276
D. Negligent Misrepresentation vs. Mistake	276
E. Pleading Negligent Misrepresentation	277
F. Defenses to Negligent Misrepresentation	277
1. Truth	277
2. Opinion	277
3. Statement Did Not Concern a Material Fact	278
4. No Detrimental Reliance on the Statement	278
5. No Damages	278
6. Waiver	278
G. Defenses that Are Not Available in Negligent Misrepresentation	279
1. “No Knowledge”	279
2. Good Faith	279
Does Poor Health Qualify as a Basis for Legal Impossibility? <i>Ury v. Di Bari</i>	279
<i>Questions About the Case</i>	284
<i>Chapter Summary</i>	284
<i>Key Terms and Phrases</i>	285
<i>End of Chapter Exercises</i>	285
<i>Matching</i>	285
<i>Review Questions</i>	286
<i>Practice Questions for Test Review</i>	287
<i>Essay Questions</i>	287
<i>True-False</i>	287
<i>Fill in the Blank</i>	287
<i>Multiple Choice</i>	287

13

REMEDIES UNDER CONTRACT LAW	289
<i>Learning Objectives</i>	289
I. WHEN THE CONTRACT IS BROKEN: REMEDIES	289
A. The Consequences of a Breach	290
B. Does the Contract Provide a Method for Remedies?	290
1. Mutual Remedies	291
2. The Necessity of Damages	291
II. EQUITABLE REMEDIES	292
A. The Historical Basis of Equity Power	293
B. “Clean Hands”	294
C. Legal and Equitable Jurisdiction Function Side by Side	294
D. Injunction	294
E. Specific Performance	295
F. Reformation	295
G. Rescission	296
III. MONETARY DAMAGES	296
A. Compensatory Damages	297
1. General Damages	298
2. Special Damages	298
B. Mitigation of Damages	298
C. Punitive Damages	298
D. Consequential Damages	299
E. Nominal Damages	299
F. Liquidated Damages	300
1. Limiting Damages Through Agreement	300
2. Liquidated Damages Under the UCC	300
G. Rights Under Bankruptcy	301
Under What Circumstances Is a Party Required to Mitigate Damages? <i>Baird v. Crop Prod. Servs.</i>	301
<i>Questions About the Case</i>	307
<i>Chapter Summary</i>	307
<i>Key Terms and Phrases</i>	308
<i>End of Chapter Exercises</i>	308
<i>Matching</i>	308
<i>Review Questions</i>	310
<i>Practice Questions for Test Review</i>	311
<i>Essay Question</i>	311
<i>True-False</i>	311
<i>Fill in the Blank</i>	311
<i>Multiple Choice</i>	311

PART III. COMMERCIAL LAW AND TRANSACTIONS

14	THE UNIFORM COMMERCIAL CODE	315
	<i>Learning Objectives</i>	315
	I. WHAT IS THE UNIFORM COMMERCIAL CODE?	315
	II. A BRIEF HISTORY OF THE UNIFORM COMMERCIAL CODE	316
	A. Why Develop the Uniform Commercial Code?	317
	B. Adoption of the UCC by the States	317
	III. THE ORGANIZATION OF THE UNIFORM COMMERCIAL CODE	318
	A. Articles	318
	B. Official Comments	319
	C. Types of Transactions that Fall Under the UCC	319
	D. Types of Transactions Not Covered by the UCC	319
	IV. ARTICLE I OF THE UCC	320
	A. Definitions and Basics	320
	1. State Law Prevails	321
	2. Sources of Law for the UCC	321
	B. The Provisions of the UCC	321
	V. ARTICLE 2 OF THE UCC	322
	A. Types of Contracts Under Article 2	322
	1. The Statute of Frauds Under the UCC	323
	2. Defining “Contract” Under the UCC	323
	B. Remedies Under Article 2	325
	1. Remedies of the Seller	325
	2. Remedies of the Buyer	325
	VI. UCC FINANCING STATEMENTS	326
	When Does a Contract Fall Under the UCC?	
	<i>IHP Indus. v. Permalert, Esp.</i>	326
	<i>Questions About the Case</i>	328
	<i>Chapter Summary</i>	328

<i>Key Terms and Phrases</i>	329
<i>End of Chapter Exercises</i>	329
<i>Matching</i>	329
<i>Review Questions</i>	329
<i>Practice Questions for Test Review</i>	330
<i>Essay Question</i>	330
<i>True-False</i>	330
<i>Fill in the Blank</i>	330
<i>Multiple Choice</i>	331

15

NEGOTIABLE INSTRUMENTS, SECURITIES, AND SECURED TRANSACTIONS 333

<i>Learning Objectives</i>	333
----------------------------	-----

I. WHAT IS A NEGOTIABLE INSTRUMENT? 333

A. Cash Versus Negotiable Instruments	334
B. Negotiable Instruments Are Governed by the UCC	335
1. What Makes a Document Negotiable?	335
2. Organization of Article 3	335
a. Part 1, Article 3	336
b. Identifying Parties to Be Paid	336
3. Holder in Due Course	337
4. Warranties	338
5. Accord and Satisfaction	338
6. Negotiable Instruments and Securities	339

II. SECURITIES 340

A. What Qualifies as a Security?	341
B. Article 8 of the UCC	341
1. Items That Do Not Qualify as Securities	341
2. Specific Items That Do Qualify as Securities	342
3. The Statute of Frauds Under Article 8 of the UCC	343
C. Types of Stock	343
1. Common Stock	343
2. Preferred Stock	344
D. Securities and Federal Law	344
1. Federal Laws That Apply to Securities	344
a. The Securities Act	345
b. The Exchange Act	345
2. The Securities and Exchange Commission	345

What Defenses Are Available to the Holder in Due Course Rule? <i>RR Maloan Invs., Inc. v. New HGE, Inc.</i>	345
--	-----

<i>Questions About the Case</i>	348
<i>Chapter Summary</i>	349
<i>Key Terms and Phrases</i>	349
<i>End of Chapter Exercises</i>	349
<i>Matching</i>	349
<i>Review Questions</i>	350
<i>Practice Questions for Test Review</i>	351
<i>Essay Question</i>	351
<i>True-False</i>	351
<i>Fill in the Blank</i>	351
<i>Multiple Choice</i>	352

16 THE STATUTE OF FRAUDS 353

<i>Learning Objectives</i>	353
----------------------------	-----

I. THE STATUTE OF FRAUDS 353

A. A Short History of the Statute of Frauds in America	354
B. Categories of Transactions That Fall Under the Statute of Frauds	354
1. Contracts Involving Testamentary Transactions (Wills, etc.)	355
2. Contract to Answer for the Debt of Another	356
3. Contracts in Anticipation of Marriage (Prenuptial/Antenuptial Agreements)	356
4. Contracts for the Sale of Land	357
5. Contracts that Cannot Be Performed Within One Year	358
6. Contracts for the Sale of Goods Exceeding \$500 in Value	358
7. Contracts for the Sale of Securities (Stocks, Bonds)	359
C. Defining the Word “Writing” Under the Statute of Frauds	359
1. Is a Particular Contract Form Required Under the Statute of Frauds?	360
2. Preparing the Writing	360
D. Wording Required Under the Statute of Frauds	360
E. Is Delivery of the Writing Required?	361
F. An Exception to the Statute of Frauds: Partial Performance	361
G. Alleging the Statute of Frauds in Pleadings	362

II. THE STATUTE OF FRAUDS UNDER THE UCC 362

Does an E-mail Satisfy the Statute of Frauds? <i>Naldi v. Grunberg</i>	362
---	-----

<i>Questions About the Case</i>	366
<i>Chapter Summary</i>	366
<i>Key Terms and Phrases</i>	367
<i>End of Chapter Exercises</i>	367

<i>Matching</i>	367
<i>Review Questions</i>	368
<i>Practice Questions for Test Review</i>	369
<i>Essay Question</i>	369
<i>True-False</i>	369
<i>Fill in the Blank</i>	369
<i>Multiple Choice</i>	369

PART IV. BUSINESS ORGANIZATIONS

17

SOLE PROPRIETOR	373
<i>Learning Objective</i>	373
I. INTRODUCTION TO BUSINESS MODELS	373
II. SOLE PROPRIETORSHIPS	374
A. Concerns and Issues for Sole Proprietorships	374
1. Financing Issues for Sole Proprietorships	374
2. Legal Liability of Sole Proprietors	375
B. The Advantages of Sole Proprietorships	375
C. The Disadvantages of Sole Proprietorship	376
1. Fictitious Company Name Registration	376
2. Acquiring a Web Address	377
3. Trademark Search	378
4. Licenses and Permits	378
D. Dissolving a Sole Proprietorship	379
How Does One Sue a Sole Proprietor? <i>Sparkman v. CONSOL Energy, Inc.</i>	379
<i>Questions About the Case</i>	383
<i>Chapter Summary</i>	383
<i>Key Terms and Phrases</i>	384
<i>End of Chapter Exercises</i>	384
<i>Question</i>	384
<i>Matching</i>	384
<i>Review Questions</i>	384
<i>Practice Questions for Test Review</i>	385
<i>Essay Question</i>	385
<i>True-False</i>	385
<i>Fill in the Blank</i>	385
<i>Multiple Choice</i>	385

18	GENERAL AND LIMITED PARTNERSHIPS	387
<i>Learning Objectives</i>		387
I. GENERAL PARTNERSHIPS		387
A. Defining a General Partnership		388
B. The Uniform Partnership Act		388
II. THE LEGAL REQUIREMENTS OF A PARTNERSHIP		389
A. Creating a General Partnership		389
B. Advantages of General Partnerships		389
1. The Partnership Agreement		390
2. Liability Concerns for Partners		390
C. Disadvantages of General Partnerships		390
D. Overview of General Partnerships		391
1. Forming a General Partnership		391
2. Partners' Obligation to One Another		391
E. Terminating a General Partnership		392
1. By Agreement		392
2. Contract Terms		392
3. Bankruptcy		392
4. Death of a Partner		392
5. Dissolving the Partnership		393
III. LIMITED PARTNERSHIPS		393
A. Limited Partnerships Are Authorized by State Statutes		394
B. Creating a Limited Partnership		394
C. The Certificate of Limited Partnership		394
1. Naming a Limited Partnership		395
2. Agent for Service of Process		396
3. The Address of the Designated Office of the Limited Partnership		396
4. The General Partners		397
D. Uniform Limited Partnership Act		397
E. Differences Between Limited Partnerships and General Partnerships		397
F. Advantages of Limited Partnerships		398
G. Limited Partnership Agreements		398
When Is a Limited Partnership Liable for the Actions of a Limited Partner? <i>Doctors Hosp. at Renaissance, Ltd. v. Andrade</i>		399
<i>Questions About the Case</i>		404
<i>Chapter Summary</i>		404
<i>Key Terms and Phrases</i>		405

<i>End of Chapter Exercises</i>	405
<i>Matching</i>	405
<i>Review Questions</i>	406
<i>Practice Questions for Test Review</i>	406
<i>Essay Question</i>	406
<i>True-False</i>	406
<i>Fill in the Blank</i>	406
<i>Multiple Choice</i>	407

19

LIMITED LIABILITY COMPANIES 409

<i>Learning Objectives</i>	409
----------------------------	-----

I. INTRODUCTION TO LIMITED LIABILITY COMPANIES	409
---	-----

II. ORGANIZATION OF A LIMITED LIABILITY COMPANY	410
--	-----

III. ADVANTAGES OF LIMITED LIABILITY COMPANIES	411
---	-----

A. Tax Advantages of a Limited Liability Company	411
B. Double Taxation	412


IV. CREATING A LIMITED LIABILITY COMPANY	412
---	-----

A. Limited Liability Companies Are Creatures of Statutes	413
B. The Uniform Limited Liability Company Act	413
C. Filing Requirements for a Limited Liability Company	414
D. Articles of Organization	416
E. Operating Agreement	416

V. DISSOLVING A LIMITED LIABILITY COMPANY	416
--	-----

When Can the Sole Member of a Limited Liability Company Be Found Personally Liable? <i>Ogea v. Merritt</i>	417
---	-----

<i>Questions About the Case</i>	423
<i>Chapter Summary</i>	423
<i>Key Terms and Phrases</i>	424
<i>End of Chapter Exercises</i>	424
<i>Matching</i>	424
<i>Review Questions</i>	425
<i>Practice Questions for Test Review</i>	425
<i>Essay Question</i>	425
<i>True-False</i>	425
<i>Fill in the Blank</i>	426
<i>Multiple Choice</i>	426

 CORPORATIONS	427
<i>Learning Objectives</i>	427
I. INTRODUCTION TO CORPORATIONS	427
A. What Is a Corporation?	427
B. Corporations Have Limited Liability	428
C. The Elements of a Corporation	429
1. Perpetual Existence	429
2. Corporations Can Sue or Be Sued	430
3. Corporations Can Own Property	430
II. CREATING A CORPORATION	430
A. Corporate Charter and Articles of Incorporation	431
1. Name Selection for Corporation	433
2. Number and Type of Authorized Shares	433
3. Registered Office for Agent for Service of Process	434
4. The Names and Addresses of the Incorporators	434
B. The Final Steps in Organizing the Corporation	434
1. Organizational Meeting	435
2. Corporate Bylaws	435
3. Election of Corporate Officers	436
4. Approval of Shareholder Agreements	436
5. Banking Resolutions	436
6. Issuance of Shares	436
7. Annual Reports	436
8. Corporate “Seals”	437
III. TYPES OF CORPORATIONS	437
A. Subchapter C Corporations	437
B. Subchapter S Corporations	438
C. Professional Corporations	438
D. Nonprofit Corporations	438
IV. PIERCING THE CORPORATE VEIL	439
What Circumstances Justify Piercing the Corporate Veil? <i>Steiner Elec. Co. v. Maniscalco</i>	440
<i>Questions About the Case</i>	445
<i>Chapter Summary</i>	445
<i>Key Terms and Phrases</i>	445
<i>End of Chapter Exercises</i>	446
<i>Matching</i>	446
<i>Review Questions</i>	447
<i>Practice Questions for Test Review</i>	448


<i>Essay Question</i>	448
<i>True-False</i>	448
<i>Fill in the Blank</i>	448
<i>Multiple Choice</i>	448

PART V. AGENCY AND EMPLOYMENT LAW



AGENCY LAW	453
<i>Learning Objectives</i>	453
I. INTRODUCTION TO PRINCIPAL AND AGENCY LAW	453
II. WHY IS AN AGENCY RELATIONSHIP NECESSARY?	454
III. THE PREMISE OF THE AGENCY RELATIONSHIP	454
A. What Is an Agency Relationship?	455
B. Creating the Agency Relationship	455
C. Classifying Agency by the Agent's Authority	455
1. Actual Authority	456
2. Different Forms of Actual Authority	456
a. Express Authority	456
b. Implied Authority	456
c. Apparent Authority	457
D. Agents Who Exceed Their Authority	457
E. Agent as a Fiduciary to the Principal	458
F. Agent's Duties to the Principal	458
1. Obedience	458
2. Skill, Care, and Diligence	459
3. Loyalty	459
4. Accounting	459
G. Agent's Duty to Third Parties	460
1. The Duty of Honesty and Fair Dealing	460
2. Duty Not to Commit Fraud	460
3. Duty to Avoid Negligent Misrepresentation	460
IV. TYPES OF PRINCIPALS	461
A. Disclosed Principal	461
B. Partially Disclosed Principal	461

C. Undisclosed Principal	461
V. PRINCIPAL'S DUTY TO AGENT	462
A. Duty to Compensate the Agent	462
B. Duty Not to Unfairly Injure the Agent's Reputation	462
C. Duty to Cooperate	462
VI. TERMINATION OF AGENCY RELATIONSHIP	463
A. By the Stated Terms in the Agreement	463
B. Implied by the Parties	463
C. After the Passage of a Reasonable Period of Time	463
D. By the Agreement of the Parties	464
E. Judicial Termination that the Relationship Has Concluded	464
F. When the Purpose of the Agreement Has Been Fulfilled	464
How Does a Plaintiff Prove Apparent Authority?	
<i>Savage v. City of Memphis</i>	464
<i>Questions About the Case</i>	470
<i>Chapter Summary</i>	470
<i>Key Terms and Phrases</i>	470
<i>End of Chapter Exercises</i>	470
<i>Matching</i>	470
<i>Review Questions</i>	471
<i>Practice Questions for Test Review</i>	472
<i>Essay Question</i>	472
<i>True-False</i>	472
<i>Fill in the Blank</i>	472
<i>Multiple Choice</i>	472

 EQUAL EMPLOYMENT OPPORTUNITY	475
<i>Learning Objectives</i>	475
I. THE EQUAL EMPLOYMENT OPPORTUNITY ACT	475
II. FILING AN ACTION WITH THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION	477
A. The Function of the Equal Employment Opportunity Commission	477
B. Filing an Action Before the Equal Employment Opportunity Commission	478
C. Establishing the Elements of a Violation Under the Act	479
1. Hostile Work Environment	479

2. Religious Discrimination	480
3. Reverse Religious Discrimination	480
4. Retaliation	481
5. How Can an Employer Avoid Liability Under the Act?	481
III. STATE-BASED ACTIONS	481
How Does an Employee Establish Reverse Religious Discrimination? <i>Equal Opportunity Empl. Comm'n v. United Health Programs of Am., Inc.</i>	482
<i>Questions About the Case</i>	489
<i>Chapter Summary</i>	489
<i>Key Terms and Phrases</i>	490
<i>End of Chapter Exercises</i>	490
<i>Matching</i>	490
<i>Review Questions</i>	490
<i>Practice Questions for Test Review</i>	491
<i>Essay Question</i>	491
<i>True-False</i>	491
<i>Fill in the Blank</i>	491
<i>Multiple Choice</i>	492

EMPLOYMENT LAW 493

<i>Learning Objectives</i>	493
----------------------------	-----

I. INTRODUCTION 493

II. HIRING AND FIRING PRACTICES OF EMPLOYERS 494

A. "At-Will" Employment	494
B. Legally Permissible Discrimination	495
C. Undocumented Immigrants	495
D. Investigating Job Applicants	495
E. Interviewing Job Applications	495
1. Impermissible Job Interview Questions	496
2. Permissible Job Interview Questions	496
F. Employment Contract Provisions	496
1. Trade Secrets	497
2. Noncompete Clauses	498
G. Firing an Employee	498
1. Exception to the General Rule About Firing At-Will Employees	498
2. Wrongful Termination	499

III. TORT-BASED PROTECTIONS FOR WORKERS	499
A. Vicarious Liability	500
1. Employer/Employee Liability (<i>Respondeat Superior</i>)	501
2. Limitations on <i>Respondeat Superior</i>	501
a. Scope of Employment	501
b. Frolic and Detour	501
c. Independent Contractor	502
B. Use of Arbitration or Mediation in Civil Suits	502
IV. SEXUAL HARASSMENT AND TITLE IX	503
A. Sexual Harassment in the Workplace	503
B. What Is Sexual Harassment?	503
1. Quid Pro Quo Sexual Harassment	504
2. Hostile Environment Sexual Harassment	504
V. EMPLOYEES' RIGHT TO PRIVACY	505
VI. AMERICANS WITH DISABILITIES ACT	505
A. Overview of the ADA	505
B. Requesting an Accommodation	506
VII. NATIONAL LABOR RELATIONS ACT (THE WAGNER ACT)	507
VIII. FAMILY AND MEDICAL LEAVE ACT OF 1993	508
IX. WORKERS' COMPENSATION	508
Is Associating with a Person of Color Legal Grounds for Dismissal? <i>Holcomb v. Iona Coll.</i>	509
<i>Questions About the Case</i>	515
<i>Chapter Summary</i>	516
<i>Key Terms and Phrases</i>	516
<i>End of Chapter Exercises</i>	517
<i>Matching</i>	517
<i>Review Questions</i>	517
<i>Practice Questions for Test Review</i>	518
<i>Essay Question</i>	518
<i>True-False</i>	518
<i>Fill in the Blank</i>	518
<i>Multiple Choice</i>	518

PART VI. CONSUMER PROTECTION AND BANKRUPTCY

24

CONSUMER PROTECTION		523
<i>Learning Objectives</i>		523
I. INTRODUCTION TO FEDERAL AND STATE CONSUMER PROTECTION ACTS		523
II. FEDERAL REGULATION OF UNFAIR AND DECEPTIVE TRADE PRACTICES		524
III. THE FEDERAL TRADE COMMISSION		524
A. Enforcement and Investigation Powers of the FTC		524
B. Role of the Federal Trade Commission in Modern Business Practices		525
C. The Expanded Role of the FTC in the Age of Cyber Commerce		525
IV. THE FEDERAL TRUTH IN LENDING ACT		526
V. DODD-FRANK		526
A. The Loan Estimate and Closing Disclosure Under Dodd-Frank		527
B. Fees Under Dodd-Frank		528
C. Additional Disclosures and Requirements Under Dodd-Frank		529
D. Storing Consumer Data Under Dodd-Frank		529
E. Closings Under Dodd-Frank		529
VI. PREDATORY LENDING		531
A. Encouraging Borrowers to Lie About Their Income and Debts		531
B. Financing Fees		532
C. Charging High Interest Rates		532
D. Charging High Fees		533
E. Prepayment Penalties		534
F. Stripping Equity		534
G. High Pressure Sales Tactics		534
H. Other Predatory Lending Practices		535
VII. ARBITRATION AND MEDIATION		535
A. Arbitration		535
B. Mediation		536

Does Revealing a Borrower's Credit History to the Police Constitute a Violation of the FCRA? <i>McFarland v. Bob Saks Toyota, Inc.</i>	536
<i>Questions About the Case</i>	540
<i>Chapter Summary</i>	540
<i>Key Terms and Phrases</i>	541
<i>End of Chapter Exercises</i>	541
<i>Matching</i>	541
<i>Review Questions</i>	542
<i>Practice Questions for Test Review</i>	543
<i>Essay Question</i>	543
<i>True-False</i>	543
<i>Fill in the Blank</i>	543
<i>Multiple Choice</i>	544

25	BANKRUPTCY LAW	545
-----------	-----------------------	-----

<i>Learning Objectives</i>	545
----------------------------	-----

I. INTRODUCTION TO BANKRUPTCY	545
--------------------------------------	-----

A. Historical Approach to Bankruptcy	545
B. Modern Approach to Bankruptcy	546
1. Debts that Are Not Discharged Through Bankruptcy	546
2. Long-Term Effects of Bankruptcy	547

II. BEGINNING THE BANKRUPTCY	547
-------------------------------------	-----

A. Procedure Involved in Filing for Bankruptcy	547
B. "Means Testing"	548
C. Automatic Stay	548
D. Listing Assets and Liabilities	548

III. TYPES OF BANKRUPTCIES	548
-----------------------------------	-----

A. Chapter 7	549
B. Chapter 9	551
C. Chapter 11	551
D. Chapter 12	552
E. Chapter 13	552
F. Chapter 15	554

IV. APPEALS IN BANKRUPTCY CASES	554
--	-----

When Is a Bankruptcy Authorized to Rule a Debt Nondischargeable? <i>Edwards Family P'ship, LP v. Mitchell (In re Mitchell)</i>	554
<i>Questions About the Case</i>	560

<i>Chapter Summary</i>	560
<i>Key Terms and Phrases</i>	560
<i>End of Chapter Exercises</i>	561
<i>Matching</i>	561
<i>Review Questions</i>	561
<i>Practice Questions for Test Review</i>	562
<i>Essay Question</i>	562
<i>Fill in the Blank</i>	562
<i>True-False</i>	562
<i>Multiple Choice</i>	563

26

FAIR DEBT COLLECTION PRACTICES	565
<i>Learning Objectives</i>	565
I. INTRODUCTION TO THE FAIR DEBT COLLECTION PRACTICES ACT	565
II. JURISDICTION UNDER THE FAIR DEBT COLLECTION PRACTICES ACT	566
A. Fair Debt Collection Practices Act Does Not Apply to Actual Creditors	566
B. Defining “Debt Collectors” Under the Act	567
C. Defining “Debt” Under the Act	567
III. COMMUNICATIONS BETWEEN DEBT COLLECTORS AND CONSUMERS	568
A. Locating Consumers	568
B. Communicating with the Consumer	569
1. Calling the Consumer at Work	569
2. Attorney Representation	570
3. Validating the Debt	570
4. The Unsophisticated Consumer Test	570
5. Ceasing Communication	570
IV. ACTIVITIES UNDER THE FAIR DEBT COLLECTION PRACTICES ACT	571
A. Permissible Actions Under the Fair Debt Collection Practices Act	571
B. Prohibited Actions Under Fair Debt Collection Practices Act	571
1. Harassment	572
2. False Statements	572
3. Misrepresentations	573
4. Unfair Practices	574

V. ENFORCING THE PROVISIONS OF FAIR DEBT COLLECTION PRACTICES ACT	575
When Is a Jury Allowed to Decide Whether a Debt Collector Is Acting in a Harassing Manner? <i>Evans v. Portfolio Recovery Assocs., LLC</i>	577
<i>Questions About the Case</i>	580
<i>Chapter Summary</i>	580
<i>Key Terms and Phrases</i>	581
<i>End of Chapter Exercises</i>	581
<i>Matching</i>	581
<i>Review Questions</i>	581
<i>Practice Questions for Test Review</i>	582
<i>Essay Question</i>	582
<i>True-False</i>	582
<i>Fill in the Blank</i>	582
<i>Multiple Choice</i>	583

PART VII. PROPERTY

27 REAL AND PERSONAL PROPERTY	587
<i>Learning Objectives</i>	587
I. INTRODUCTION TO REAL AND PERSONAL PROPERTY ESTATE LAW	587
A. Real Property Versus Personal Property	588
B. Personal Property	589
C. Transferring Ownership in Real Property	589
1. Deeds	590
2. Types of Deeds	591
a. General Warranty Deeds	592
b. Special Warranty Deeds	592
c. Deeds of Trust and Mortgages	592
d. Quitclaim Deeds	593
D. Real Estate Legal Practice	593
E. Real Estate Agents and Contracts	593
II. FINANCING THE PURCHASE OF REAL VERSUS PERSONAL PROPERTY	594
A. What Is a Mortgage?	594

B. Mortgages Versus Deeds of Trust	595
C. The Elements of a Mortgage	595
D. Specific Types of Mortgages	596
1. Fixed-Rate Mortgages	596
2. Adjustable-Rate Mortgages	597
III. FORECLOSURE	597
IV. OWNERSHIP INTERESTS IN REAL PROPERTY	598
A. Fee Simple Absolute	598
B. Life Estates	599
C. Concurrent Estates	599
1. Tenants by the Entirety	600
2. Joint Tenancy	600
3. Tenants in Common	600
V. TITLE EXAMINATIONS	601
VI. THE CLOSING OR CONSUMMATION	601
VII. TAXES	601
Does the Statute of Frauds Apply to Real Estate Brokerage Agreements?	
<i>Westside Estate Agency, Inc. v. Randall</i>	602
<i>Questions About the Case</i>	604
<i>Chapter Summary</i>	604
<i>Key Terms and Phrases</i>	605
<i>End of Chapter Exercises</i>	605
<i>Matching</i>	605
<i>Review Questions</i>	607
<i>Practice Questions for Test Review</i>	608
<i>Essay Question</i>	608
<i>True-False</i>	608
<i>Fill in the Blank</i>	608
<i>Multiple Choice</i>	608

INTELLECTUAL PROPERTY	611
<i>Learning Objectives</i>	611
I. INTRODUCTION TO INTELLECTUAL PROPERTY	611
II. COPYRIGHT	611
A. The Federal Government Controls Copyrights	612

B. Who Is Protected by Copyright?	612
C. The Rights Conferred by Copyright	612
D. Registering a Copyright	614
E. Limitations on Copyright: Fair Use	614
F. Limitations on Copyright: Copying Computer Programs	614
G. How Long Does Copyright Last?	615
H. Displaying Copyright Notice	615
I. What Types of Works Can Be Copyrighted?	615
J. Works that Are Not Copyrightable	616
K. Public Domain	617
L. Copyright Infringement Actions	617
1. Proving a Copyright Infringement Suit	617
a. Proving Ownership	617
b. The Defendant's Access to the Work	617
c. Substantial Similarity Between the Works	618
2. The Court's Power in Infringement Actions	618
III. TRADEMARKS	618
A. Acquiring a Trademark	618
B. Differences Between Trademarks and Copyrights	619
IV. PATENTS	619
A. What Is a Patent?	619
B. Who May Obtain a Patent?	619
C. Three Types of Patents	619
D. The Criteria for Issuing a Patent	620
1. New	620
2. Useful	620
3. Nonobvious	620
E. Patent Infringement Actions	620
F. Patents Are Public Records	621
How Does Someone Prove Copyright Infringement?	
<i>Levi v. Twentieth Century Fox Film Corp.</i>	621
<i>Questions About the Case</i>	626
<i>Chapter Summary</i>	626
<i>Key Terms and Phrases</i>	626
<i>End of Chapter Exercises</i>	627
<i>Matching</i>	627
<i>Review Questions</i>	627
<i>Practice Questions for Test Review</i>	628
<i>Essay Questions</i>	628
<i>Fill in the Blank</i>	628

<i>True-False</i>	628
<i>Multiple Choice</i>	628
Appendix: Answers to End of Chapter Exercises	631
Glossary	719
Index	729