



**Kubasek  
Browne  
Herron  
Dhooge  
Barkacs**

# Dynamic Business Law

SIXTH EDITION



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## DYNAMIC BUSINESS LAW, SIXTH EDITION

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# About the Authors



Courtesy of Nancy Kubasek

**Nancy K. Kubasek** received her J.D. from the University of Toledo College of Law in 1981 and her B.A. from Bowling Green State University in 1978. She joined the BGSU faculty in 1982, became an associate professor in 1988, and became a full professor in 1993.

During her tenure at Bowling Green State University, she has primarily taught courses in business law, legal environment of business, environmental law, health care law, and moral principles. She has published over 75 articles, primarily in law reviews and business journals. Most of her substantive articles focus on environmental questions. She has helped get students involved in legal research, and a number of her articles have been coauthored with students. She has also published a number of pedagogical articles in teaching journals, focusing primarily on the teaching of critical thinking and ethics.

She wrote the first environmental law text for undergraduate students, *Environmental Law*, and coauthored *The Legal Environment of Business: A Critical Thinking Approach*. She has written supplemental materials, such as study guides, test banks, and instructors' manuals.

Active in many professional organizations, she has served as president of the Academy of Legal Studies in Business, the national organization for professors of legal studies in colleges of business. She has also served as president of the Tri-State Academy of Legal Studies in Business, her regional professional association.

In her leisure time, she and her husband, Neil Browne, fish for halibut and salmon in Alaska, as well as largemouth bass in Florida. In addition, they are regular participants in polka, waltz, zydeco, and Cajun dance festivals in Europe and the United States. For almost 30 years, they have been successful tournament blackjack players. Both are avid exercisers—lifting weights, doing yoga, and running almost every day.

**M. Neil Browne** is a senior lecturer and Distinguished Teacher Professor of Economics and Law emeritus at Bowling Green State University. He received his B.A. in history and economics at the University of Houston, his Ph.D. in economics at the University of Texas,



Courtesy of M. Neil Browne

and his J.D. from the University of Toledo. He has been a professor at Bowling Green for more than five decades.

Professor Browne teaches courses in economics and law, legal research, jurisprudence, ethical reasoning, critical thinking, and economics at both the undergraduate and graduate levels. He has received recognition as the Silver Medalist National

Professor of the Year, the Ohio Professor of the Year, and Distinguished Teacher and Master Teacher at Bowling Green State University, as well as numerous research awards from his university and from professional organizations. His consulting activities with corporate, governmental, and educational institutions focus on improving the quality of critical thinking in those organizations. In addition, he serves as a Rule 26 expert with respect to the quality of the reasoning used by expert witnesses called by the party opponent in legal actions.

Professor Browne has published 42 books and over 180 professional articles in law journals, as well as in economics, sociology, and higher-education journals. His current research interests focus on the relationship between orthodox economic thinking and legal policy. In addition, he is in the midst of writing books about the power of questionable assumptions in economics, the usefulness of asking questions as a learning strategy, and the deficiencies of legal reasoning.

**Lucien J. Dhooge** is the Sue and John Staton Professor of Law at the Scheller College of Business at the Georgia Institute of Technology, where he teaches international business law and ethics. Prior to his tenure at the Georgia Institute of Technology, Professor Dhooge practiced law for 11 years and served on the faculty of the University of the Pacific in California for 12 years.



Courtesy of Lucien J. Dhooge

He has authored more than 60 scholarly articles, coauthored and contributed to 20 books, and is a past editor in chief of the *American Business Law*

*Journal* and the *Journal of Legal Studies Education* and past president of the Academy of Legal Studies in Business. Professor Dhooge has presented courses and research throughout the United States, as well as in Asia, Europe, and Central and South America, and has received numerous research and teaching awards, including seven Ralph C. Hoerber Awards for excellence in published research. He received the Junior Faculty Award of Excellence from the Academy of Legal Studies in Business in 2002 and the Kay Duffy Award for outstanding service in 2005. He received the Academy's Distinguished Career Faculty Award in 2019. After completing an undergraduate degree in history at the University of Colorado, Professor Dhooge earned his J.D. from the University of Denver College of Law and his LL.M. from the Georgetown University Law Center.



Courtesy of Daniel J. Herron

**Daniel J. Herron** is currently a professor at Western Carolina University in Cullowhee, North Carolina amidst the breathtaking Smokey Mountains. Professor Herron is a former emeritus professor of business legal studies in the Richard T. Farmer School of Business at his undergraduate alma mater, Miami University in Oxford, Ohio, where he earned a bachelor's degree in English. He earned his law degree from Case Western Reserve University School of Law in Cleveland and is a member of the Ohio and federal bars. His research includes articles on business ethics plus a variety of "business and law" topics. In addition to his teaching and scholarly publications, he founded in 1994, and since then has been coaching, the James Lewis Family Mock Trial Program at Miami, a consistent top-10 program in a field of more than 300 mock trial programs nationwide. He also taught at Bowling Green State University, the University of Wyoming, the University of North Carolina-Wilmington, and Western Carolina University. He has been married for over 44 years to Deborah, and they have two children, Christopher (married to Amanda) and Elisabeth (married to Mark). They have seven grandchildren ranging in age from two years to sixteen years.



Courtesy of Linda L. Barkacs

**Linda L. Barkacs** received her J.D. from the University of

San Diego in 1993. She also has a B.A. in political science from San Diego State University and an A.A. in accounting from Irvine Valley College.

Upon graduating from law school and passing the California bar exam, Professor Barkacs became an associate at a downtown San Diego law firm. During that time she was involved in a number of high-profile trials, including a sexual harassment case against the City of Oceanside that resulted in a \$1.2 million verdict. In 1997, Professor Barkacs and her husband, Craig (also a professor at USD), started their own law firm specializing in business and civil litigation (in both federal and state courts), employment law cases, and appeals. They were also involved in numerous mediations and arbitrations.

Professor Barkacs began teaching at USD in 1997 and went full-time in Spring 2002. She is now a tenured professor of business law. As an educator, she has designed and taught numerous courses on law, ethics, and negotiation. She teaches in USD's undergraduate and graduate programs, including the Master of Science in Executive Leadership (a Ken Blanchard program), the Master of Science in Global Leadership, the Master of Science in Real Estate, and the Master of Science in Supply Chain Management. Professor Barkacs often teaches in USD's study-abroad classes and has traveled extensively throughout Europe, Asia, and South America.

Professor Barkacs has received numerous awards for her teaching at USD, including the 2008 USD Outstanding Undergraduate Business Educator; 2008 and 2007 Professor of the Year, USD Senior Class (university-wide); 2007 Creative and Innovative Teaching Award, Academy of Education Leadership (national); and 2009 and 2010 nominee for US Professor of the Year (Carnegie Foundation).

She and her husband are principals in The Barkacs Group ([www.TheBarkacsGroup.com](http://www.TheBarkacsGroup.com)), a consulting firm that provides negotiation, ethics, and team training for the private sector. Professor Barkacs has published numerous journal articles in the areas of law, ethics, and negotiation. She and her husband are coauthoring a book on negotiation. They also write a monthly negotiation newsletter (<https://firstoffer.substack.com/>). She has been the president, vice president, conference chair, and treasurer of the Pacific Southwest Academy of Legal Studies in Business ([www.pswalsb.net](http://www.pswalsb.net)).

Professor Barkacs currently spends her time teaching, publishing, consulting for The Barkacs Group, and doing volunteer work for various civic causes. She enjoys walking, weight lifting, pilates, and spending her free time with her husband, Craig, and their two ragdoll cats, Violet and Vanessa.

# A Guided Tour

We are full of gratitude to the reviewers, adopters, and students who have stimulated us to create this fresh and improved sixth edition of *Dynamic Business Law*. Any book is a work in progress, and certainly this one is no exception. But with your assistance, we feel we have a much better book now.

We have constructed a book that is both comprehensive and readable. But the features integrated into the chapters provide its distinctive worth. Each feature stands by itself as an aid to the kind of learning we hope to encourage. Yet the features are also a cohesive unit, contributing both to the liberal education of the students who use this book and to their skills as decision makers in a market economy.

Specifically, we provide a comprehensive examination of all the relevant questions, concepts, and legal rules of business law. Our text addresses the power and authority of constitutions, statutes, case law, and treaties as sources of law. Together, the various elements of what we call “the law” make up the foundation and structure of the market exchange process.

Decisions to trade and produce require trust: trust that consumers, firms, workers, financial institutions, and asset owners will do as they promise and that violations of such promises will be unacceptable in the marketplace. Without guarantees that promises will be kept, market exchanges would grind to a halt. Business law provides these guarantees and the boundaries within which certain promises can be made and enforced.

Market decisions are made in a context—a persistently changing context. The law, in turn, is dynamic in response. New technologies and business practices bring new disputes over rights and responsibilities in a business setting. Future business leaders need knowledge of existing business law, as well as a set of skills permitting them to adjust efficiently and effectively to new legal issues that arise over the course of their careers. We are excited about the contents of our features and want to explain the function of each of them in preparing our students for leadership in business.

## PRACTICAL TIPS FOR BUSINESS MANAGERS

“Practical Tips for Business Managers” emphasizes that our book is a BUSINESS law book, full of helpful ideas for modern business leaders.

### PRACTICAL TIPS FOR BUSINESS MANAGERS

1. Remember that an insurance policy is a specialized form of contract. Reading is fundamental in order to know what types of losses are covered and who is covered by the policy. It is also very important to be familiar with claims procedures and loss documentation requirements as coverage may be reduced or lost entirely if the insured fails to follow policy rules or is deemed uncooperative with the insurer.
2. Insurance coverage should be reviewed on a periodic basis in order to determine if changes are necessary. For example, an insured business may have acquired more inventory and customers, moved facilities to a different location, entered into agreements with third parties or even changed its line of business entirely. It cannot be assumed that current insurance policies will cover these changes, and, in fact, policies may require reporting of such changes. There are few things more damaging to a company's financial health than to suffer a catastrophic loss and subsequently discover that it is underinsured or uninsured.
3. Life insurance is important not only for individuals in order to care for their dependents in the event of an unexpected loss of life but is also crucial for businesses as well. Life insurance policies on key personnel help a company adjust to the loss of individuals upon whom the company's future well-being depends.

## BUT WHAT IF . . .

WHAT IF THE FACTS OF THE CASE OPENER WERE DIFFERENT?

Let's say, in the Case Opener, that Rogers Corporation was dumping PCBs into a small stream behind the plant, making the water unsafe. The stream flowed onto the properties of other individuals in the area. What kind of a tort would this be?



## BUT WHAT IF . . .

The “But What If” feature is designed to promote critical thinking by providing students with hypothetical variations on the fact patterns outlined in real cases.

This feature takes advantage of what we were taught so regularly in law school: Change the factual context and the legal conclusion may well shift along with the fact pattern. The “But What If” hypotheticals should heighten students’ sensitivity to the importance of details in legal reasoning.

## COMPARING THE LAW OF OTHER COUNTRIES

### TAKE-BACK LAW IN GERMANY

Germany has found one effective way to help alleviate problems with trash: manufacturers must take back packing materials for their products such as crates, drums, boxes, and shrink wrap. They may not dispose of these items in the public waste disposal system. The legislation also requires that retailers take back packaging materials such as cartons and antitheft devices on CDs. Retailers must install bins into which consumers may easily deposit packaging materials. The law also imposes a mandatory deposit on non-refillable containers for beverages, washing and cleansing agents,

and water-based paints to provide an incentive for consumers to return the containers.

In response to the heavy burden placed on manufacturers under this law, a nonprofit organization, DSD, was founded to allow manufacturers, for a fee, to shift responsibility for recycling primary packing material to DSD through its green-dot program. Participating companies can mark their products with the green dot, and the packaging may then be dropped off at green-dot collection points or, in some cities, be left outside in special containers for curbside recycling.

## COMPARING THE LAW OF OTHER COUNTRIES BOXES

This feature highlights the emerging, interconnected global market. Each chapter contains multiple “Comparing the Law of Other Countries” boxes. Because so many market decisions are made in an international context, future business leaders need

to familiarize themselves with the likelihood that a particular legal principle essential to doing business in one country may not be appropriate in other countries. The “Comparing the Law of Other Countries” boxes provide heightened awareness of this likelihood by illustrating how unique the law in a certain country often is. After reading dozens of these “stories of difference,” readers will certainly better understand the need to discover relevant law in all jurisdictions where their market decisions have legal implications.

We believe that students learn innumerable valuable lessons about US business law by contrasting the concepts of our business law system with those of our primary trading partners. We typically use Canada, Japan, China, Russia, Mexico, and the European Union for our comparisons because modern business managers will more likely be interacting with the law in those particular jurisdictions.

## E-COMMERCE AND THE LAW

### INTECHRA MODELS HOW TO DISPOSE OF E-WASTE

Electronic waste, or e-waste, is created when consumers and companies dispose of electronics in improper ways. Today, e-waste from electronics accounts for 70 percent of the heavy metals dumped in landfills. Consumers and companies dispose of both computers and cell phones on a regular basis. E-waste is one of the fastest-growing sectors of the waste stream.

Some businesses have responded by offering handling services. Intechra is the industry leader in the field of information technology asset disposition (ITAD).<sup>1</sup> In particular, Intechra recycles electronics throughout the United States. The company repairs

and donates some equipment, making sure hard drives are wiped clean. Intechra also disassembles and recycles equipment that cannot be reused. The company employs a zero-landfill policy—it sends nothing to landfills.<sup>1</sup> Intechra makes sure companies dispose of equipment in ways that comply with local, state, and federal laws that protect both privacy and the environment. Intechra is part of a growing industry, one that promises to manage electronics throughout products’ complete life cycles.

<sup>1</sup> <https://www.businesswire.com/news/home/20070501006055/en/Intechra-Earth-Day-Recycling-Drive-40-Tons>

## E-COMMERCE BOXES

A central feature of modern business decisions is new technology, specifically the rapid spread of electronic commerce. This development has created new challenges and opportunities that were unforeseeable until very recently. With each edition, we are enhancing our coverage of technology-related changes in the law.

Our initial approach was to construct an e-commerce chapter that stood by itself. But the more we thought about that approach and listened to our reviewers, we decided to place E-commerce boxes in most of our chapters, as well as to integrate the e-commerce material throughout relevant chapters. By this infusion approach, we think we can best convince students of the pervasive influence of this new, complicated aspect of business decisions.

## CRITICAL THINKING

After each case in the book, we have provided critical-thinking questions to highlight the need to think critically about the reasoning used by the court. The post-case critical thinking question will be an application of the critical-thinking material explicitly taught in Appendix 1A. In addition, we include in every chapter a Point/Counterpoint problem that encourages the reader to evaluate the conflicting reasoning surrounding a key issue in the chapter. Legal evolution occurs through a process of curiosity, an awareness of new problems in the marketplace, and sensitivity to rights and responsibilities that have not been given proper attention.

But we do much more than just ask a lot of critical-thinking questions at particular locations throughout the chapters. We encourage the use of a step-by-step critical-thinking approach that has been developed and used in classrooms in many countries. We do not just repeatedly urge students to “think critically.” Instead, we describe for them what is meant by that phrase in the context of business law. We include this step-by-step approach in Appendix 1A at the end of Chapter 1. Instructors who want to emphasize critical thinking can use that appendix as a structured approach for learning how to evaluate legal reasoning.

## ETHICAL REASONING

After each case in the book, we have provided ethical reasoning questions to highlight the need to think ethically about the reasoning used by the court. Throughout, our book emphasizes consideration of all stakeholder interests in every market decision. Business ethics should never be an afterthought or something firms consider because they think they must.

Instead, business ethics is what provides the social legitimacy for markets, what distinguishes markets from the life of the jungle. While market decisions are calculating and purposeful, they must at the same time reflect awareness that the good and the right provide social borders that elevate those decisions above simple greed and egoism.

Ethical discussion focuses on the basic observation that we are socially and globally interdependent as entrepreneurs, asset owners, workers, businesspeople, and consumers.

*significant impact (FONSI) was inadequate. According to the defendant, the environmental assessment looked at increase in fire safety risk and any other adverse environmental effect. In the end, the United States District Court for the Southern District of New York concluded that the defendant agency's environmental assessment satisfied its minimal burden to justify forgoing the environmental impact statement, and granted the defendant summary judgment. The plaintiff appealed.*

**JUDGE SACK** Plaintiffs contend that the NRC erred in failing to produce an environmental impact statement (“EIS”) under NEPA, instead producing only an environmental assessment (“EA”) and a finding of no significant impact (“FONSI”). We disagree:

“Judicial review of agency decisions regarding whether an EIS is needed is essentially procedural,” and “the decision

convincingly documented its determination of no significant impact.”

The NRC’s EA and FONSI satisfy the agency’s minimal burden to justify forgoing the EIS. The EA contains extended discussion of why the exemption does not create any fire safety risk, examines whether this exemption would have any other adverse environmental effect, and considers the alternative of not granting the exemption (and thereby requiring compliance). The NRC was not required to say more.

We have considered plaintiffs’ remaining arguments and, with the exception of the public participation challenge under NEPA addressed in our related opinion issued today, conclude they are without merit. The judgment of the district court is therefore affirmed in accordance with this order.

**AFFIRMED.**

### CRITICAL THINKING

What is the reasoning Judge Sack uses to support his argument? Is the evidence used to support the decision in this case reliable and abundant?

### ETHICAL DECISION MAKING

Given the consequentialist theory of ethics, do you think the outcome of this case will yield the greatest amount of good for the greatest number of people? Who would be affected by this case?

Our inescapable contact with one another requires that our aspirations be defined, at least in part, by their impact on others.

Our text has several ethical reasoning possibilities in each chapter. But for the reader to make use of this emphasis requires a practical step-by-step approach. In other words, students need more than just a discussion about values or ethics. They need to have some sense that the discussion is headed somewhere. They want to know, “How will my behavior be any more ethical after I have read the chapter and participated in the class discussions?” Our text answers their question.

Chapter 2 provides a clear explanation of our approach—an approach that students can use on a regular basis. The language and organization of our model of ethical reasoning leans implicitly on standard ethical theories. But it meets the challenge of a fast-paced business world. It pushes stakeholders to the forefront of market decisions, where they belong, and does so in a manner that is both powerful and doable without becoming tedious.

Business ethics are the guidelines we use to shape the world we want to create. As such, they provide guidance for the kind of business behavior we want to reinforce. After each case excerpt, under the heading “Ethical Decision Making,” we pause to think about the ethics of business law by asking a question or questions derived from the practical approach to business ethics developed in Chapter 2. Because we want students to see stakeholder interests as having numerous ethical dimensions, we have included frequent references to the ethical questions arising in modern business enterprises throughout *Dynamic Business Law*.

# What's New in the Sixth Edition?

## Changes to the Chapters

We received an incredible amount of feedback prior to writing the sixth edition of *Dynamic Business Law*. The following list of changes and improvements is a testament to our users and their commitment to making *Dynamic Business Law* the best content of its kind.

Every chapter has multiple cases in the Questions & Problems section in response to suggestions from adopters and reviewers of the fifth edition.

Each chapter contains the following:

- Multiple additions reflecting the increasing fascination with entrepreneurship and its interface with the law.
- A new feature in the final pages of the chapter called “Practical Tips for Business Managers.” The idea of the feature is to emphasize that our book is a BUSINESS law book, full of helpful ideas for modern business leaders.
- Either a new major case or a new Point/Counterpoint. Reviewers consistently applaud the freshness of our cases, and we want to continue to earn their applause in this regard.
- New end-of-chapter case problems.

In addition, wherever it is practical to do so, we enlarged our coverage of the responsibility of businesses to protect privacy rights of consumers and employees.

## Chapter 1 An Introduction to Dynamic Business Law

- Updated the discussion of executive orders as a source of law and alerted readers to increased concern about the powers of the executive branch in light of former President Trump’s increased use of them.
- Added an additional illustration of the need for modern business managers to understand the law of other countries. Vietnam, for example, considers all property to be owned by the state. Thus, to use a piece of property there requires the payment of a tax as a form of rent.
- In response to a reviewer’s request, sociological jurisprudence was linked to legal realism in the section discussing alternative theories of the law.

## Chapter 2 Business Ethics

- Updated the treatment of “Ethics of Care,” one of the ethical theories that judges use implicitly or explicitly as an approach to making ethical business decisions.
- Added a 2017 Gilead Sciences court case that provides a compilation of the kinds of facts that courts examine when they are hearing a False Claims Act and the court’s reasoning when it finds a cause of action under the Act.
- Demonstrated how ethics is related to attracting customers. Jennifer Miller’s article, “The Good Pharma Scorecard,” pp. 22–27 in *Scientific American Custom Media* (2020), explains the rankings of trustworthiness of pharmaceutical companies compiled by



Bioethics International and researchers at Yale and Stanford and the desire of the industry to restore the public's faith in the behavior of an industry critical to our health.

- Added an E-Commerce and the Law box explaining the major efforts of large social media companies who are resisting regulation of the information they allow on their Internet feeds.
- Added a section in law and other countries about African cultural assumptions that affect who gives gifts and who should expect to receive them in a business transaction with Africans as an illustration of how easy it is to make business mistakes when unfamiliar with the ethical habits and laws of other countries.

### Chapter 3 The US Legal System

- Corrected the diagram and also text to remove trademarks from the category of exclusive federal jurisdiction. Including trademarks under exclusive federal jurisdiction is a common error in business law textbooks.
- Added material addressing how choice of forum and choice of law clauses could be especially important for entrepreneurs.
- Changed Exhibit 2-4 to reflect the new Supreme Court makeup and also to reorganize the exhibit so there is a logic for the order in which judges appear.
- Replaced old Case 3-3 with the 2019 case of *Flowers v. Mississippi*, which illustrates the same point about the use of preemptory challenges but is a more recent case that students might see as more relevant.
- Inserted a new Comparing the Law of Other Countries box showing the contrast between the United States' adversarial judicial system and Germany's more inquisitorial system.
- Added a new Point/Counterpoint, "Should Courts Be Able to Establish in Personam Jurisdiction Based on the Stream of Commerce?" that will provide a good review for students of a concept, in personam jurisdiction, that they sometimes have trouble understanding.

### Chapter 4 Alternative Dispute Resolution

- Added a new E-Commerce and the Law box: "Arbitration and the Impact of T&C on a Webpage." This box addresses an issue that will be of significant interest to our students and has been in the news a lot.
- Inserted a new Case 4-3, *Lamps Plus, Inc. v. Varela*, a Supreme Court case that has often been discussed as one of the most important arbitration cases of 2019.
- Added a new Case Nugget, *OJSC Ukrnafta v. Carpatsky Petroleum Corp.*, a 2020 case that illustrates the continuing importance of international arbitration.

### Chapter 5 Constitutional Principles

- Replaced the old E-Commerce and the Law box with an updated version to reflect what has happened with sales taxes on Internet sales since the last edition was published.
- Replaced the old Comparing the Law in Other Countries box with a new one that illustrates the surprising way that Australia protects free speech.

- Inserted a new Case 5-3, *Carpenter v. United States*, which addresses the latest cell phone-related Fourth Amendment issue: whether CSLL (cell phone location data) can be used if obtained without a search warrant.
- Replaced the old E-Commerce and the Law box with a new one titled “Spies in the Skies: Do Drones and Aerial Surveillance Programs Violate the Fourth Amendment?” This box updates the previous one that had focused only on drones.

## Chapter 6 International and Comparative Law

- Added a new Case Opener (*MCF Liquidation, LLC v. International Suntrade, Inc.*) addressing the obligation of commercial purchasers to inspect goods within a reasonable period of time pursuant to the Convention on Contracts for the International Sale of Goods.
- Added a section discussing the USMCA Free Trade Agreement.
- Added a new Case Nugget (*Wyndham Hotel Group International, Inc. v. Silver Entertainment LLC*) that addresses the enforceability of a force majeure clause in the context of the seizure of a hotel by a foreign government for nonpayment of taxes.
- Added new Case Nugget, *Black v. Ritz Carlton Hotel Company*, addressing personal jurisdiction in the context of websites.
- Added a new case (*Lee v. Young Life*) applying forum non conveniens to premises liability litigation arising from an accidental drowning at a summer youth camp in Canada.
- Created a new Point/Counterpoint addressing whether the United Kingdom was correct in withdrawing from the European Union.

## Chapter 7 Crime and the Business Community

- Added a new E-Commerce and the Law box, “The High Cost of Computer Crime,” that tries to help students recognize how much computer crime costs society.
- Replaced the Classic Case, *U.S. v. Parks*, with a new case, *U.S. v. DeCoster*, that provides a more current example of the application of the responsible corporate officer doctrine first established in the *Parks* case.
- Added new Case Nugget, *US Supreme Court Finally Requires a Unanimous Verdict Under the Sixth Amendment*, an important 2020 US Supreme Court case that made the requirement of a unanimous jury verdict in serious criminal cases the rule in all 50 states.

## Chapter 8 Tort Law

- Added a new case illustrating how difficult it is to establish a case of per se defamation.
- Inserted a new Comparing the Law of Other Countries box, “Defamation in Turkey,” illustrating how other countries treat defamation more seriously than the United States does. In Turkey, for example, it is not a tort, but rather a crime.
- Added a new E-Commerce and the Law box, “Liability of Online Service Providers in the United States.” This topic has increasingly become important as our reliance on the Internet increases.
- Added a new Case Nugget, “The Wrong State of Mind to Commit Fraud,” which focuses on the 2020 case, *Parafon Investments Ltd. v. Fullbridge, Inc.* It illustrates an important

element of winning a fraud case: demonstrating that the defendant purposefully made a misrepresentation to the plaintiff.

- Included a warning that entrepreneurs need to understand when asking a former colleague to come work for new business could lead to an intentional interference with contract lawsuit.

## Chapter 9 Negligence and Strict Liability

- Updated the E-Commerce and the Law box to discuss potential liability in negligence for matters involving crypto currencies.
- Added a new Comparing the Law of Other Countries box, “Analysis of Causation under Norwegian Law,” providing an alternative way to examine causation.
- Added a new Case Nugget, *Simon v. Taylor*, providing a humorous illustration of the attempted use of negligence per se.
- Included a new case, *Bonacci v. Brewer Service Station*, which provides a more current illustration of the application of *res ipsa loquitur*.

## Chapter 10 Product Liability

- Inserted a new case, *Johnson v. Monsanto Co.*, in the Damages section. The *Johnson v. Monsanto* case was noted in many news stories as one of the most significant product liability cases of 2020.
- Changed the Comparing the Law of Other Countries box to “Uniform Product Liability Laws in the European Union.”
- Changed the E-Commerce and the Law box to discuss the warrantability of software, an import product liability issue that we had not discussed in the past because it was not previously an issue.
- Changed the text of the Case Nugget, “When Might Your Company Unexpectedly Be Considered a Seller of Goods?” to a focus on the potential of Amazon to be a seller of goods.

## Chapter 11 Liability of Accountants and Other Professionals

- Inserted a new case illustrating how difficult it is for the scienter of an accountant to be transferred to a corporation.
- Added a new Comparing the Law of Other Countries box, “Liability of Accountants to Third Parties in Germany.” This box is important because we always think of the burden of proof as being on the plaintiff, but the box illustrates a circumstance under German law where the burden is on the defendant.
- Added a new E-Commerce and the Law box, “The Development of AI for Accounting.”

## Chapter 12 Intellectual Property

- Included an important 2020 case, *USTPO v. Booking.com*, in which the US Supreme Court held upheld the issuance of a trademark for booking.com and ruled that a generic term with .com attached to it (i.e., genericterm.com) can be a trademark if consumers do not perceive it as a generic term.

- Created a discussion of *Romag Fasteners v. Fossil*, in which the US Supreme Court clarified that a plaintiff seeking damages for infringement need not prove the defendant *willfully* infringed on the trademark.
- Added a new case, *Stone Brewing Co. v. MillerCoors LLC*, reviewing the elements the court examines in an infringement case, as well as the factors a court uses to determine whether to grant a preliminary injunction in an infringement case.
- Replaced the old Case Nugget with a new one titled “Party and Fair Use or Party and Bullshit?”
- Changed the E-Commerce and the Law box to one titled “Who Owns Your Health Care Records?”
- Revised the Comparing the Law of Other Countries box to one titled “GDPR and Intellectual Property Law.” GDPR, which stands for General Data Protection Regulation, is the way the EU protects personal data.

### Chapter 13 Introduction to Contracts

- Inserted a new E-Commerce and the Law box, “Who Signed the Contract?” that focuses on e-signatures, used increasingly because so many people are working and contracting from home.
- Added a new Comparing the Law of Other Countries box titled “China’s New Security Rule,” that highlights a change in China’s rules regarding contracts that was made in response to some of former President Trump’s sanctions on China.
- Added a new Case Nugget, “The Standard for the Court’s Review of Arbitrator Interpretations of Contracts.”
- Replaced the old Case 13-3 with *Source Associates, Inc. v. Mitsui Chemicals America, Inc.* This new case illustrates what is needed to prove a case of unjust enrichment.

### Chapter 14 Agreement

- Added a new E-Commerce and the Law box, “The Objective Theory of Contract Law and E-Commerce,” to illustrate how the objective theory of contracts has facilitated the development of e-commerce.
- Added a new Case Nugget, *Lee v. Chemieliewski*. This is a current case that illustrates how important it is to make sure all conditions in a contract are clearly laid out. The case is interesting to students because the cost to the drafter of the contract of not being thorough and precise in drafting the conditions was the dramatic loss of millions of dollars.
- Added a new Comparing the Law of Other Countries box titled, “Contract Law in Israel.” This box introduces students to two principles that underlie Israeli contract law.
- Inserted a new Case 14-3, *Reed v. Ezelle Investment Properties, Inc.*, providing a current illustration of how the mirror image rule has had a significant impact on contract formation.

### Chapter 15 Consideration

- Added a new case, *State v. Blake*, discussing past consideration with a twist—a man who served jail time after writing a bad check, but for money he never owed under civil law!

- Included a new Case Nugget about accord and satisfaction, *Pendergrass v. Ingram*.
- Added a new Case Nugget, “Where Is Enforcing Contracts Easiest?” that shows the surprising rank of the United States as #17.
- Replaced the old Point/Counterpoint with a new one entitled “Should the Courts Require Consideration to Create a Binding Contract?”

## Chapter 16 Capacity and Legality

- Added a new Case Nugget, “A Minor’s Ability to Avoid a Binding Arbitration Clause,” which will be of interest to students because the topic of the contract at issue was the company that runs the ACT, a test that most students are familiar with.
- Included a new case, *Baja Properties, LLC v. Mattera*, that provides an illustration of a situation where an unlicensed contractor cannot enforce a contract.
- Added a new Comparing the Law of Other Countries box titled “Usury Laws in Saudi Arabia.”
- Added a new E-Commerce and the Law box titled “Anticompetitive for Whom?” This is a box that may be of interest to students because of its focus on Amazon.

## Chapter 17 Legal Assent

- Added *Jerome M. Eisenberg, Inc. v. Hall*, a case illustrating the difficulty of using a mutual mistake to avoid a contract.
- Added a new E-Commerce and the Law box, “Negligent and Fraudulent Misrepresentation,” on Amazon.
- Changed the Case Nugget to “A Family’s Undue Influence,” an example of undue influence that illustrates how dangerous it is to do business with family members.
- Changed the Comparing the Law of Other Countries box to “Consumer Contracts in Korea,” illustrating a country’s giving more protection than the United States does to contracts of adhesion.

## Chapter 18 Contracts in Writing

- Added a new Case 18-1, *Northern Group, Inc. v. Tech 4 Kids, Inc.*, which illustrates how difficult it is to know whether a court will interpret a contract as being able to be performed within a year for the purpose of falling under the Statute of Frauds.
- Added a new Case Nugget, *Craig v. B. Riley Fbr, Inc.*, which illustrates an additional problem with trying to decide whether a contract falls under the Statute of Frauds.
- Added a new Comparing the Law of Other Countries box, “Businesses, Beware the Convention on the International Sale of Goods,” that illustrates how the Statute of Frauds may not be applicable when sales contracts are made in a foreign country.
- Inserted a new Point/Counterpoint, “Should the Parol Evidence Rule Be Eliminated?”

## Chapter 19 Third-Party Rights to Contracts

- Added a new Comparing the Law of Other Countries box titled “Assignment and Novation in Singapore,” that highlights how the creation and use of assignments is unique in Singapore.

- Added a new case, *Washington Tennis & Education Foundation, Inc. v. Clark Nexsen, Inc.*, a case that clearly illustrates a potential unforeseen consequence of assigning away one's rights to a contract without fully considering all the potential ramifications of that assignment.
- Added a new E-Commerce and the Law box, "Buy Now, Assign Later," that should be of great interest to students because it focuses on Affirm and Afterpay, new companies that offer young people an alternative to making purchases with credit cards.
- Created a new Case Nugget based on a 2020 case, *Mallavarapu v. City of Cedar Falls*. It illustrates the difference between an incidental and intended beneficiary.

## Chapter 20 Discharge and Remedies

- Inserted a new Comparing the Law of Other Countries box called "Japanese Mutual Consultation: An Approach Designed to Reduce Litigation for Breach of Contract." The new box illustrates a fundamental difference in attitudes toward contract disputes between the United States and Japan.
- Included a new case, *Doran 610 Apartments, LLC v. Merritt*, that illustrates how the courts look at proof of a material breach of contract.
- Added a new Case Nugget, "A Frustrated Purpose?" This case demonstrates how difficult it is to prove frustration of purpose in a breach of contract case.
- Added a new E-Commerce and the Law box titled "Oversight Board." This case discusses the need for greater regulation of Facebook and other social media sites.

## Chapter 21 Introduction to Sales and Lease Contracts

- Inserted a new Case Nugget highlighting the issue of "reasonable" time for contract execution, which is always a stickler in contract disputes.
- Inserted a new case discussing an omnipresent issue in UCC Article 2 contract law: the "battle of the forms."
- Added a new Comparing the Law of Other Countries box that refreshes the tally of nations having adopted the CISG and highlights that our largest trading partner, the United Kingdom, has not.
- Inserted a new Point/Counterpoint: "Should the UCC Be Expanded to Include the Sale of Realty and Services?"

## Chapter 22 Title, Risk of Loss, and Insurable Interests

- Included a new case updating and reinforcing the differentiation between common law contracts and UCC contracts.
- Added a new Comparing the Law of Other Countries box explaining Incoterms, an introduction of the International Chamber of Commerce.
- Created a new Case Nugget focusing on consumer rights under the UCC.
- Added another Case Nugget focusing on two issues: the continuing notion of consumer rights under the UCC and the troublesome issue of entrustment.

**Chapter 23** Performance and Obligations under Sales and Leases

- Inserted a new Case Nugget exploring revocation of the acceptance when there is a substantial nonconformity in goods delivered.
- Created a new Comparing the Law of Other Countries box that discusses a novel concept of a variation on the right to cure: May the buyer initiate a cure and then demand that the seller pay for it?
- Added a new case discussing whether, once there is a legitimate revocation of an acceptance but the non-breaching buyer does not return the goods immediately, the buyer is subject to liability for “wrongful use.”
- Added a new Point/Counterpoint, asking whether the buyer may initiate a cure and then demand that the seller pay for it.

**Chapter 24** Remedies for Breach of Sales and Lease Contracts

- Added a new case examining whether, when a seller breaches, the buyer can claim lost profit or the differential between contract price and market price as the measure of damages.
- Included a new Comparing the Law of Other Countries box that addresses whether there is any place in contract breach theory allowing for punitive damages.
- Created a new Case Nugget looking at the parties’ ability to limit consequential damages.

**Chapter 25** Warranties

- Added a new case exploring whether water suppliers can be held liable for a breach of the warranty of merchantability.
- Included a new Comparing the Law of Other Countries box that examines the relationship between the CISG treatment of implied warranties to that in the UCC warranty of merchantability.

**Chapter 26** Negotiable Instruments: Negotiability and Transferability

- Included a recent case identifying key language providing evidence that an instrument is a demand note.
- Added a new E-Commerce and the Law box updating Article 3 of the UCC.
- Created a new Case Nugget authorizing stamped signatures in the absence of showing that they have been used fraudulently.
- Included a new Comparing the Law of Other Countries box that discusses the use of signature stamps in Taiwan and Japan.

**Chapter 27** Negotiation, Holder in Due Course, and Defenses

- Presented a new case discussing the requirements for holder-in-due-course status and the implications of a dispute being a contract action instead of one where a party is a holder in due course.
- Included a new Case Nugget distinguishing between a holder and a holder in due course.

- Inserted a new Comparison of the Law of Other Countries box comparing negotiable instruments in the United States and Canada.
- Created a new E-Commerce and the Law box highlighting potential legal problems arising from remote check depositing.

### Chapter 28 Liability, Defenses, and Discharge

- Added a recent case spelling out the elements included in presentment warranties and the types of factual findings that establish whether those warranties have been honored.
- Replaced the entire chapter opener, associated But What If boxes, and the Wrap-Up at the conclusion of the chapter with material exploring liability for forged checks and managerial supervisory responsibilities for guarding against industrial forgery.
- Introduced a new Case Nugget where the court ruled that a forgery defense is available to the plaintiff attempting to invalidate a forged deed of trust, even if the lending agency is a holder in due course.

### Chapter 29 Checks and Electronic Fund Transfers

- Added a recent case reviewing the Electronic Funds Transfer Act.
- Created an E-Commerce and the Law box explaining Bitcoin, including some of its advantages and disadvantages as a form of currency.
- Inserted a new Comparing the Law of Other Countries box that explains the regulatory system China uses to regulate processor fees like those charged by VISA or American Express. The Chinese rely on payments using a QR code, rather than the few large payment processors on which US customers rely.
- Included a new Case Nugget discussing an attempted class action suit against Nissan for debt-collection practices allegedly in violation of the Telephone Consumer Protection Act.

### Chapter 30 Secured Transactions

- Added a new Case Opener (*Airpro Mobile Air, LLC v. Prosperity Bank*) addressing the commercial reasonableness of a sale of collateral and the creditor's entitlement to a deficiency judgment.
- Added a new case (*In re: Wastetech, LLC*) examining the consequences of failing to accurately name the debtor and clearly describe the collateral in a financing statement.
- Added a new case (*In re: Rancher's Legacy Meat Company*) discussing the effect of permitting a financing statement to lapse.
- Added a case discussion of the priority of a PMSI over conflicting security interests (*In re: Richard M. Judy Family Trust*).
- Added a new Case Nugget (*In re: Puerto Rico Hospital Supply, Inc.*) regarding specificity in the description of collateral in a security agreement

### Chapter 31 Other Creditors' Remedies and Suretyship

- Added a new Case Opener (*SA Group Properties v. Highland Marketplace LC*) regarding eligibility for recovery of a deficiency judgment in the context of foreclosure upon real property.

- Created a new Case Nugget (*LB Steel, LLC v. Carlo Steel Corporation*) discussing the determination of substantial performance of a contractor's obligation and its impact on lien rights.
- Added new Case 31-2 (*Schacht v. Kunimune*) addressing the enforceability of a writ of garnishment against joint bank accounts.
- Included a new Case 31-3 (*PC Riverview, LLC v. Cao*) addressing the release of a guarantor due to the modification of an underlying lease obligation.

### Chapter 32 Bankruptcy and Reorganization

- Added a new Case Opener (*In re: Metz*) exploring the status of student loans in bankruptcy and maintenance of a "minimal standard of living."
- Included new Case 32-1 (*In re: Grantham*) addressing excuses for failure to complete mandatory credit counseling prior to filing of a bankruptcy petition.
- Created a new Case Nugget (*In re: Hickman*) addressing the impact of false statements in bankruptcy petitions upon the ability of debtors to obtain discharges.
- Added a new Case Nugget (*In re: Bolles*) addressing discharge of a debt incurred as a result of willful and malicious behavior by the debtor.

### Chapter 33 Agency Formation and Duties

- Added a recent case in which the court develops the elements necessary for an apparent agency.
- Added a Case Nugget reviewing the importance of the specific stipulations in a signed durable power of attorney.
- Provided a discussion of the manner in which the United Kingdom organizes a durable power of attorney in a new Comparing the Law in Other Countries box.
- Included a new E-Commerce and the Law box discussing the passage in 2020 of Proposition 22 in California and the implications for app-based workers in the United States.

### Chapter 34 Liability to Third Parties and Termination

- Added a recent case specifying when the court would permit self-dealing to be a component in a grant of power of attorney.
- Revised the chapter opener and all of the But What If boxes in the chapter to address the following questions:
  - a. When may a principal be held vicariously liable for the negligent acts of its agent?
  - b. What must the plaintiff demonstrate to establish employer liability?
- Included a new Case Nugget discussing when death terminates an agency relationship.

### Chapter 35 Forms of Business Organization

- Added a discussion of the relationship between sole proprietorship and an entrepreneurship.
- Included on an analysis of the alternatives to self-financing available to the entrepreneur as a means of acquiring financial capital.

- Inserted a new case that incorporates the elements of a joint venture and the role of the Florida Statute of Frauds in determining a meeting of the minds.
- Created a new Case Opener and rewrote all the But What If boxes to complement the new opener. The new opener explores when and how franchise agreements can be terminated and the kinds of problems that can emerge between franchisor and franchisee.
- Updated the chart for the top 10 global franchises.
- Created a Case Nugget differentiating between a proprietorship and a de facto corporation.

### **Chapter 36** Partnerships: Nature, Formation, and Operation

- Added a discussion and graphic of the potential of a partnership's taking advantage of the multiple talents of multiple contributors to the operation of the partnership.
- Included a new case discussing the criteria for determining whether an agreement creates a partnership relationship.
- Created a new Case Opener and related But What If boxes exploring the factors determining whether a partnership exists.
- Added a new Case Nugget discussing the possibility of forming an inadvertent partnership.

### **Chapter 37** Partnerships: Termination and Limited Partnerships

- Added a new recent case examining the complexities of winding up a partnership and the relationship between different types of partners.
- Created a new Case Opener and associated But What If boxes focusing on the relationship between a dissolution and the legal end of a partnership.
- Added a new Case Nugget distinguishing between the entity and aggregate theories of partnership.

### **Chapter 38** Corporations: Formation and Financing

- Created a new Case Nugget spelling out the importance of filing a certificate of authority.
- Added a new case discussing the issues surrounding the piercing of the corporate veil.
- Designed a new Case Opener and related But What If boxes exploring the legal implications of corporate status.

### **Chapter 39** Corporations: Directors, Officers, and Shareholders

- Added a recent case examining the criteria associated with the business judgment rule.
- Created a new Comparing the Law in Other Countries box describing the shareholders' enduring right to remove directors in China.
- Added a new E-Commerce and the Law box describing the capability of Chinese firms to be available to international investors despite regulations in China forbidding such investment. International investors, however, own an intermediary company, not the Chinese firm.
- Added a new Case Nugget examining the duty to disclose a conflict of interest.

**Chapter 40** Corporations: Mergers, Consolidations, Terminations

- Included a new case examining the incompleteness of winding up when actionable harm occurred before dissolution.
- Constructed a new Comparing the Law of Other Countries box distinguishing merger regulation in the United States from that in France.
- Created a new E-Commerce and the Law box documenting the impact of the coronavirus pandemic on tech takeovers.
- Added a new Case Nugget discussing why a board of directors tried to use a poison pill to resist shareholder activism.

**Chapter 41** Corporations: Securities and Investor Protection

- Added a new Case Opener about insider trading and the follow-up questions to it.
- Included a reminder to entrepreneurs about the importance of understanding securities law, as well as a brief mention about an exemption that many entrepreneurs would have access to.
- Added a new E-Commerce and the Law box called “Will the SEC Suit against Ripple Make Waves in Cryptocurrency?”
- Added a new But What If box illustrating the importance of the filing period.
- Included a current case that illustrates insider trading (*Marshall v. U.S.*).

**Chapter 42** Employment and Labor Law

- Added a paragraph to “Introduction to Labor and Employment Law” stressing the importance of knowledge of employment and labor law for budding entrepreneurs.
- Updated the Fair Labor Standards Act (FLSA) section with new regulations regarding exempt employees.
- Replaced the old Comparing the Law of Other Countries box with a new one titled “Minimum Wage in Other Countries.”
- Updated ERISA law (re: vesting requirements).
- Created a new Case Nugget about social media (*Hayes v. Express Scripts*).
- Constructed a new E-Commerce and the Law box entitled “Is Employee Monitoring Legal?”
- Added a new case about drug testing policies (*Dix v. Casey’s Gen. Stores*).

**Chapter 43** Employment Discrimination

- Added a new learning objective on special considerations for employees who quit their jobs to start their own businesses (entrepreneurs).
- Created a new Case Nugget about bona fide occupational qualifications (BFOQs).
- Added a new Case Nugget on the Equal Pay Act (EPA).
- Updated the law regarding “Discrimination Based on Sexual Orientation,” with an introduction to the US Supreme Court decision that “sex” in Title VII of the Civil Rights Act of 1964 protects against discrimination based on sexual orientation and gender identity.

- Added a new case, *Bostock v. Clayton County, Georgia*, in which the US Supreme Court extended legal protections under Title VII to protect against discrimination based on sexual orientation and gender identity.
- Constructed a new Point/Counterpoint on the question of “Should an Employer Be Permitted to Fire Employees ‘at Will?’”

#### Chapter 44 Administrative Law

- Updated Exhibit 44-1, “Major Administrative Agencies.”
- Included a new Case Nugget, *Firetree, Ltd. v. Norwalk*, about the appeal of administrative decisions.
- Included a new Case Nugget, *Janssen Ortho, LLC v. United States*, regarding agency interpretation of statutes.
- Added a new case, *Chaverra v. United States Immigration & Customs Enforcement*, about the scope of an FOIA request.
- Added a new Point/Counterpoint, “Do Agencies Have Too Much Power?”

#### Chapter 45 Consumer Law

- Included a new case discussing the criteria necessary for deciding the legitimacy of a deceptive advertising claim.
- Created a new Case Opener and the accompanying But What If boxes that examine when an action is deceptive under the FTC Act.
- Added a new Case Nugget discussing whether the robocall carveout preventing political consultants and debt collectors from using robocalls is constitutional.

#### Chapter 46 Environmental Law

- Added a new E-Commerce and the Law box, “Offsetting Online Shopping Emissions,” which is important because it addresses an activity that has surprising environmental consequences: online shopping.
- Added a new section describing President Biden’s newly created White House Office of Domestic Climate Policy.
- Inserted a new case, *Bark v. United States Forest Service*, which illustrates the difficulty of knowing when an EIS is necessary.
- Added a new Case Nugget, “The RCRA’s Right of Intervention,” which is important because it highlights how citizens have the right to pursue enforcement of environmental statutes when the government does not choose to do so.

#### Chapter 47 Antitrust Law

- Added a summary of the proposed major revamping of American Antitrust Law, introduced February 11, 2021, by five senators. Ordinarily, a text would not contain a proposed law, but this 56-page Competition and Antitrust Law Enforcement

Reform Act (CALERA) provides an extensive review of the major issues in Anti-trust Law.

- Included a recent case spelling out the analysis of *per se* violations of the Sherman Act and the process of applying a rule of reason to these cases. The court discusses the criteria for both Section 1 and Section 2 violations of the Sherman Act.
- Added a new E-Commerce and the Law box describing the FTC's 2020 case against Facebook for illegal monopolization of its market.
- Constructed a new Case Opener and its related But What If boxes exploring how courts determine the relevant market to enable the drawing of boundaries around the market that is allegedly being monopolized.

#### **Chapter 48** The Nature of Property, Personal Property, and Bailments

- Added a new E-Commerce and the Law box about owning digital property because access to digital property is so different from access to physical, personal property.
- Created a new Comparing the Law of Other Countries box, which compares our gifts *causa mortis* to those of England.
- Added a new case, *McGoldrick v. Murphy*, addressing an issue that could be relevant in many students' lives in the not-too-distant future: gifts in contemplation of marriage.
- Constructed a new Case Nugget based on *New Fortune, Inc. v. Apex Logistics International (CN) Ltd.*, which students will find interesting because it focuses on something that every student now has: a face mask.

#### **Chapter 49** Real Property

- Added a new Case Opener and related But What If boxes, focusing on a recent adverse possession case.
- Added a discussion highlighting the dangers of quitclaim deeds by describing how the star of HGTV's "Rehab Addict Rescue" got scammed by a seller who gave her a quitclaim deed.
- Included a new Comparing the Law in Other Countries box about adverse possession in Kenya. The illustration is good because it shows how crucial the time limits are in adverse possession cases.

#### **Chapter 50** Landlord-Tenant Law

- Added a new case discussing the criteria for whether a requested accommodation for a disability is reasonable under the Fair Housing Act.
- Included a new Point/Counterpoint: "Should Landlords Be Barred from Evicting Tenants During the COVID-19 Pandemic?"
- Created a new Case Opener and related But What If boxes exploring when a land-sales contract is a residential lease.

#### **Chapter 51** Insurance Law

- Included a new Case Opener (*Norman v. Liberty Mutual Fire Insurance Company*) addressing the obligation of insurance companies to restore damaged real property.

- Added a new case (*Wyrick v. Underwriters at Lloyd's London*) addressing the consequences of an insured's failure to timely renew a policy with respect to coverage for a subsequent loss.
- Added a new case (*Turek Enterprises, Inc. v. State Farm Mutual Automobile Insurance Company*) addressing coverage for businesses losses resulting from mandatory closure orders as a result of COVID-19.
- Created a new Case Nugget (*Philadelphia Indemnity Insurance Company v. North Texas Annual Conference of the United Methodist Church, Inc.*) regarding organizational coverage for an accident caused by an individual participating in a church-sponsored activity.
- Added a new Case Nugget (*Gemini Insurance Company v. Earth Treks, Inc.*) determining the number of insurable events arising from multiple instances of sexual abuse by two different individuals employed by the insured.

## Chapter 52 Wills and Trusts

- Added a new Case Opener (*Ambiguity in Drafting a Will*) addressing considerations in defining ambiguous terms in wills.
- Included a new case (*MacNeil v. Berryhill*) addressing the determination of heir status for children conceived through in vitro fertilization 11 years after the death of their father.
- Added a new case (*In the Matter of the Estate of Smith*) addressing incompetency and undue influence in the execution of a will.
- Added a new Case Nugget (*In re: Estate of Starkey*) addressing requirements necessary to revoke a previously executed will.



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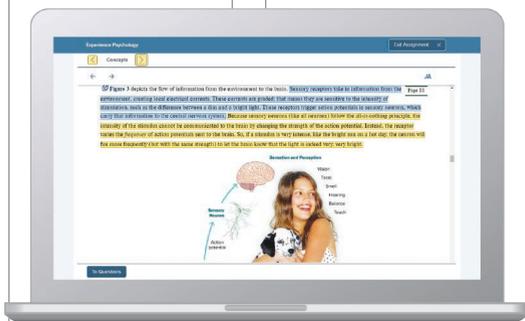
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# Online Assignments and Resources

We have designed our features around the things we do in our classes to encourage excitement about business law. In Connect for this product, we include auto-graded concept checks and interactives for applying key concepts that can be assigned for homework, and also auto-graded quizzes to test your students' understanding of the material. Connect also includes a Business Law Case Repository which is a collection of cases from current and previous editions. There is also a variety of supplementary materials available for instructors to aid in course development, including an Instructor's Manual, PowerPoint presentations, and more.

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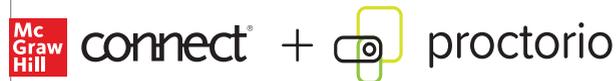
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McGraw Hill Education’s monthly business law newsletter, *Proceedings*, is designed specifically with the business law educator in mind. *Proceedings* incorporates “hot topics” in business law, video suggestions, an ethical dilemma, teaching tips, and a “chapter key” cross-referencing newsletter topics with the various McGraw Hill Education business law programs. *Proceedings* is delivered via email to business law instructors each month.

## PowerPoint Presentations

The PowerPoints contain an easy-to-follow lecture outline summarizing key points for every chapter.

## Instructor’s Manual

Written by our co-author, Neil Browne, this resource includes lecture notes, case briefs, answers to all questions in each chapter, assignment ideas, teaching assistance (emphasizing practical tips that new or part-time teachers can try right away), and suggested handouts.

## Videos

Links to brief videos for classroom use are provided.

## Assurance of Learning

Many educational institutions today are focused on the notion of assurance of learning, an important element of some accreditation standards. *Dynamic Business Law* is designed specifically to support your assurance of learning initiatives with a simple, yet powerful solution. Each test bank question for *Dynamic Business Law* maps to a specific chapter learning outcome/objective listed in the text. You can easily query for learning outcomes/objectives that directly relate to the learning objectives for your course.

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