Course Description

Provides an introduction to three major disciplines: law, ethics, and business legal organizations. Students gain knowledge of contracts, the Uniform Commercial Code, administrative regulations, dispute resolutions modalities, and international business law. Ethical business behaviors are stressed throughout the course as well. Students are provided suggested guidelines for being both successful and ethical. Business legal organizations are also explored, providing students a broad overview of shareholder protections, tax implications, and management styles.

Course Textbook


Course Learning Outcomes

Upon completion of this course, students should be able to:

1. Explain Article 2 of the Uniform Commercial Code pertaining to all types of transactions.
2. Interpret contract and lease assignments.
4. Demonstrate research skills using all modalities available for legal issues.
5. Define the limitations of all forms of business ownership.
6. Classify the different types of intellectual property.
7. Explain the basic elements of forming an enforceable contract.
8. Analyze business ethics in legal matters.
9. Explain the need for promoting business social responsibility.
10. Summarize the implications for third-party liability regarding various forms of agency.

Credits

Upon completion of this course, the students will earn three (3) hours of college credit.

Course Structure

1. **Study Guide**: Each unit contains a Study Guide that provides students with the learning outcomes, unit lesson, required reading assignments, and supplemental resources.
2. **Learning Outcomes**: Each unit contains Learning Outcomes that specify the measurable skills and knowledge students should gain upon completion of the unit.
3. **Unit Lesson**: Each unit contains a Unit Lesson, which discusses lesson material.
4. **Reading Assignments**: Each unit contains Reading Assignments from one or more chapters from the textbook.
5. **Suggested Reading**: Suggested Readings are listed in the Unit II-IV and VII study guides. Students are encouraged to read the resources listed if the opportunity arises, but they will not be tested on their knowledge of the Suggested Readings.
6. **Learning Activities (Non-Graded)**: These non-graded Learning Activities are provided to aid students in their course of study in Units IV and VIII.
7. **Unit Assessments**: This course contains three Unit Assessments, one to be completed at the end of Units II, III, and V. Assessments are composed of multiple-choice questions and written-response questions.
8. **Unit Assignments**: Students are required to submit for grading Unit Assignments in Units I-VII. Specific
information and instructions regarding these assignments are provided below. Grading rubrics are included with each assignment. Specific information about accessing these rubrics is provided below.

9. **Final Exam:** Students are to complete a Final Exam in Unit VIII. All Final Exams are proctored—see below for additional information. You are permitted four (4) hours to complete this exam in the presence of your approved proctor. This is an open-book exam. Only course textbooks and a calculator, if necessary, are allowed when taking proctored exams. The Final Exam is composed of multiple choice and written-response questions.

10. **Ask the Professor:** This communication forum provides you with an opportunity to ask your professor general or course content related questions.

11. **Student Break Room:** This communication forum allows for casual conversation with your classmates.

## CSU Online Library

The CSU Online Library is available to support your courses and programs. The online library includes databases, journals, e-books, and research guides. These resources are always accessible and can be reached through the library webpage. To access the library, log into the myCSU Student Portal, and click on “CSU Online Library.” You can also access the CSU Online Library from the “My Library” button on the course menu for each course in Blackboard.

The CSU Online Library offers several reference services. E-mail (library@columbiasouthern.edu) and telephone (1.877.268.8046) assistance is available Monday – Thursday from 8 am to 5 pm and Friday from 8 am to 3 pm. The library’s chat reference service, Ask a Librarian, is available 24/7; look for the chat box on the online library page.

Librarians can help you develop your research plan or assist you in finding relevant, appropriate, and timely information. Reference requests can include customized keyword search strategies, links to articles, database help, and other services.

## LibGuides

Click [here](#) for the LibGuide for this course.

Think of a LibGuide (a Library Guide) as a mini-website to help you with your assignments. It has relevant information such as databases, ebooks, and websites specific to your courses. If you have any questions, please reach out to your friendly library staff.

## Unit Assignments

### Unit I Assignment

**Case Analysis**

In light of your understanding of the civil and alternative dispute resolution (ADR) process, consider the following scenario:

_Pete was seriously injured when the four-wheeled all-terrain vehicle (ATV) he was driving through the trails behind his house rolled over. As a result of his injuries, Pete is unable to work and has incurred $75,000 in medical bills. Pete has filed a lawsuit against the ATV manufacturer to receive compensation for the financial harm resulting from his injuries. Pete claims that the manufacturer defectively designed the ATV, causing it to have a tendency to roll over on rough terrain._

_The ATV manufacturer claims that the ATV is not defectively designed and that the rollover was caused by Pete driving at an excessive rate of speed around a corner._

Consider the steps in civil litigation and ADR, and assess the factors that Pete and the ATV manufacturer will consider when deciding whether they should settle this lawsuit. If you were Pete's lawyer, what resolution would you advise? Be sure to consider the primary forms of ADR and all ADR factors described in the lesson and textbook.

Finally, research and select at least one case from an outside source to support your resolution to the ATV case. Your answer should be a minimum of 500 words. Cite any direct quotes or paraphrased material from these sources. Use APA format to properly reference your information.
Information about accessing the grading rubric for this assignment is provided below.

**Unit II Assignment**

**Case Analysis**

The Ford Pinto case is a well-known case that is often discussed in the context of business ethics. To summarize, Ford's design of the Pinto's fuel tank was defective, causing fires if the Pinto was involved in even minor rear-end collisions. Ford came to learn of the defect, but the company failed to correct it; Ford then predicted, based on a cost-benefit analysis, that it would cost more to repair the defect ($11 per vehicle, or $137 million total) than it would to pay for damages resulting from burn deaths, burn injuries, and burned vehicles ($47.5 million). Consider the Ford Pinto case in light of the who-how (WH) framework for business ethics.

Would Ford's decision to forego repairing the defective design comply with these ethical guidelines? If so, why? If not, then what actions should Ford have taken to satisfy them? Explain your reasoning.

Your response to this question should be a minimum of 500 words. Cite any direct quotes or paraphrased material from outside sources. Use APA format.

Information about accessing the grading rubric for this assignment is provided below.

**Unit III Assignment**

**Case Analysis**

Burger King, the national franchise, is banned from opening a restaurant within 20 miles of Mattoon, Illinois. So, there is not a Burger King there; no problem, right? Not so fast! In the late 1950s, Gene and Betty Hoots trademarked the iconic name. Well, they trademarked it in Illinois at least. When the national company decided to open a chain close by, the Hoots sued and won their case. However, the national chain was able to keep the name Burger King, but the Hoots were also able to keep the name in accordance with the stipulation that the national chain could not open a store within a 20-mile radius of the original store in Mattoon, Illinois.

In a minimum of 500 words, explain the reasons why this decision was made, and discuss the significance of this case in U.S. trademark law jurisprudence.

For this assignment, please find one article from the CSU Online Library that discusses intellectual property; elaborate on how the article relates to the Burger King case to support your answer. Identify the main issues with copyright and trademark in the article, and explain how these issues were either upheld or overturned.

Cite any direct quotes or paraphrased material from the article. Use APA format.

Information about accessing the grading rubric for this assignment is provided below.

**Unit IV Essay**

**Case Analysis**

eBay is one of the biggest online auctioning companies in the world. Buyers and sellers of all types are able to hop online, put up something for sale, and sell it! Basically, the way it works is that you find something you want to bid on, place a bid on it, and wait to see if your bid wins. If it does, you send your information to the seller, and in return, he or she sends you your goods.

Is an eBay auction a legally-binding contract? In a minimum of 500 words, consider whether a bid placed in an online auction on eBay is legally binding and, therefore, enforceable. Explain your reasoning using the elements of contract analysis that you have learned thus far, including valid offer, valid acceptance, and the various forms of consideration.

Cite any direct quotes or paraphrased material from outside sources. Use APA format.

Information about accessing the grading rubric for this assignment is provided below.
Unit V Assignment

Case Analysis

Determine whether certain contract remedies exist in the following scenario:

Forrest Gump is a famous table tennis player. He enters into a contract with Alabama Sports Marketing to advertise the latest ping pong game and to serve as the computer-generated imagery (CGI) model for the development of the video game. Gump is perfect for this job as there are not many world famous ping pong players who have a following similar to his. The game is set to start development on March 1 and will be completed on July 31, so the game can be released at Thanksgiving—a major video game release period. Both parties have agreed and stipulated to the fact that the game must be completed on time to maximize the profits.

Gump will make 20% of the net proceeds from the sales of the game. In addition, the contract has a liquidated damages clause that indicates that if Gump does not participate in the marketing, does not serve as the CGI model, or breaches the contract in any way, he will owe Alabama Sports Marketing $2 million.

Based on this fact pattern and the information presented in this unit, answer the following questions in a minimum of 250 words each.

1. One day, Gump gets into an argument with the developer. Gump refuses to perform any work until the problem is solved. In this situation, can Alabama Sports Marketing seek specific performance of the contract? If yes, why? If no, why not?

2. How would the court determine whether the liquidated damages clause is valid? Is this clause valid? Explain your answers.

Cite any direct quotes or paraphrased material from outside sources. Use APA format.

Information about accessing the grading rubric for this assignment is provided below.

Unit VI Assignment

Final Contract Analysis

Note: This is a two-part assignment that consists of two different contract analysis scenarios. Please answer both scenarios on one document, and upload it to Blackboard.

Contract analysis scenario one—damages determination: Alfred and Barbara own adjoining farms in Dry County, an area where all agriculture requires irrigation. Alfred bought a well-drilling rig and drilled a 400-foot well from which he drew drinking water. Barbara needed no additional irrigation water, but in January 1985, she asked Alfred on what terms he would drill a well near her house to supply better-tasting drinking water than the county water she has been using for years. Alfred said that because he had never before drilled a well for hire, he would charge Barbara only $10 per foot, about one dollar more than his expected cost. Alfred said that he would drill to a maximum depth of 600 feet, which is the deepest his rig could reach. Barbara said, “OK—as long as you can guarantee completion by June 1, we have a deal.” Alfred agreed, and he asked for $3,500 in advance, with any further payment or refund to be made on completion. Barbara said, “OK,” and she paid Alfred $3,500.

Alfred started to drill on May 1. He had reached a depth of 200 feet on May 10 when his drill struck rock and broke, plugging the hole. The accident was unavoidable. It had cost Alfred $12 per foot to drill this 200 feet. Alfred said he would not charge Barbara for drilling the useless hole in the ground, but he would have to start a new well close by and could not promise its completion before July 1.

Barbara, annoyed by Alfred’s failure, refused to let him start another well. On June 1, she contracted with Carl to drill a well. Carl agreed to drill to a maximum depth of 350 feet for $4,500, which Barbara also paid in advance, but Carl could not start drilling until October 1. He completed drilling and struck water at 300 feet on October 30.

In July, Barbara sued Alfred, seeking to recover her $3,500 paid to Alfred, plus the $4,500 paid to Carl.
On August 1, Dry County's dam failed, thus reducing the amount of water available for irrigation. Barbara lost her apple crop worth $15,000. The loss could have been avoided by pumping from Barbara’s well if it had been operational by August 1. Barbara amended her complaint to add the $15,000 loss.

In a minimum of a 1,000-word contract analysis, discuss Barbara’s suit against Alfred. What are Barbara’s rights, and what damages, if any, will she recover?

Cite any direct quotes or paraphrased material from outside sources. Use APA format.

Contract analysis scenario two—remedies determination: Mundo manufactures printing presses. Extra, a publisher of a local newspaper, had decided to purchase new presses. Rep, a representative of Mundo, met with Boss, the president of Extra, to describe the advantages of Mundo’s new press. Rep also drew rough plans of the alterations that would be required in Extra’s pressroom to accommodate the new presses, including additional floor space and new electrical installations, and Rep left the plans with Boss.

On December 1, Boss received a letter signed by Seller, a member of Mundo’s sales staff, offering to sell the required number of presses at a cost of $2.4 million. The offer contained provisions relating to the delivery schedule, warranties, and payment terms but did not specify a particular mode of acceptance of the offer. Boss immediately decided to accept the offer and telephoned Seller’s office. Seller was out of town, and Boss left the following message: “Looks good. I’m sold. Call me when you get back so we can discuss details.”

Using the rough plans drawn by Rep, Boss also directed that work begin on the necessary pressroom renovations. By December 4, a wall had been demolished in the pressroom, and a contract had been signed for the new electrical installations.

On December 5, the President of the United States announced a ban on foreign imports of computerized heavy equipment. The ban removed—from the American market—a foreign manufacturer that had been the only competitor of Mundo. That afternoon, Boss received an email from Mundo stating, “All outstanding offers are withdrawn.” In a subsequent telephone conversation, Seller told Boss that Mundo would not deliver the presses for less than $2.9 million.

In a minimum of a 1,000-word contract analysis, discuss the following questions: Was Mundo obligated to sell the presses to Extra for $2.4 million? Assume Mundo was so obligated. What are Extra's rights and remedies against Mundo?

Cite any direct quotes or paraphrased material from outside sources. Use APA format.

Information about accessing the grading rubric for this assignment is provided below.

Unit VII Assignment

Case Analysis

Dave is a driver for Empire Courier Service. Around the company, Dave is known as sort of a hothead. During his previous employment at another company, Dave had been involved in a workplace fistfight with a fellow employee, resulting in criminal charges.

One day, between deliveries and in a company vehicle, Dave decides to get lunch. While leaving the parking lot at Big Burrito Bistro, the favorite lunch spot for most Empire Courier employees, Dave negligently causes a car accident with another vehicle, resulting in injuries to Victor, the driver of the other car. As Dave and Victor are waiting on the side of the road for the police to arrive, Victor comments to Dave, “Oh, you drive for Empire Courier Service. It doesn’t surprise me that Empire hires bad drivers because their service stinks, and their prices are too high!” Dave is so offended that Victor would insult his employer's professional reputation that he punches Victor in the face, causing Victor to suffer even more injuries. Empire Courier Service does not, as a matter of policy, do criminal background checks on its employees.

Considering the legal principles discussed in Chapter 20, explain who is liable for Dave's negligence for causing the car accident, and explain who is liable for Dave's intentional tort for punching Victor. Provide your answers in a case analysis of a minimum of 500 words. Cite any direct quotes or paraphrased material from outside sources. Use APA format.

Information about accessing the grading rubric for this assignment is provided below.
APA Guidelines

The application of the APA writing style shall be practical, functional, and appropriate to each academic level, with the primary purpose being the documentation (citation) of sources. CSU requires that students use APA style for certain papers and projects. Students should always carefully read and follow assignment directions and review the associated grading rubric when available. Students can find CSU’s Citation Guide by clicking here. This document includes examples and sample papers and provides information on how to contact the CSU Success Center.

Grading Rubrics

This course utilizes analytic grading rubrics as tools for your professor in assigning grades for all learning activities. Each rubric serves as a guide that communicates the expectations of the learning activity and describes the criteria for each level of achievement. In addition, a rubric is a reference tool that lists evaluation criteria and can help you organize your efforts to meet the requirements of that learning activity. It is imperative for you to familiarize yourself with these rubrics because these are the primary tools your professor uses for assessing learning activities.

Rubric categories include: (1) Assessment (Written Response) and (2) Assignment. However, it is possible that not all of the listed rubric types will be used in a single course (e.g., some courses may not have Assessments).

The Assessment (Written Response) rubric can be found embedded in a link within the directions for each Unit Assessment. However, these rubrics will only be used when written-response questions appear within the Assessment.

Each Assignment type (e.g., article critique, case study, research paper) will have its own rubric. The Assignment rubrics are built into Blackboard, allowing students to review them prior to beginning the Assignment and again once the Assignment has been scored. This rubric can be accessed via the Assignment link located within the unit where it is to be submitted. Students may also access the rubric through the course menu by selecting “Tools” and then “My Grades.”

Again, it is vitally important for you to become familiar with these rubrics because their application to your Assessments and Assignments is the method by which your instructor assigns all grades.

Final Examination Guidelines

Final Exams are to be administered to students by an approved Proctor. CSU approves two flexible proctoring options: a standard Proctor, who is chosen by the student and approved by the university, or Remote Proctor Now (RP Now), an on-demand, third-party testing service that proctors examinations for a small fee.

Students choosing RP Now must have an operational webcam/video with audio, a high-speed Internet connection, and the appropriate system rights required to download and install software.

To review the complete Examination Proctor Policy, including a list of acceptable Proctors, Proctor responsibilities, Proctor approval procedures, and the Proctor Agreement Form, go to the myCSU Student Portal from the link below.

http://mycsu.columbiasouthern.edu

You are permitted four (4) hours to complete this exam in the presence of your approved Proctor. This is an open book exam. Only course textbooks, writing utensils, and a calculator, if necessary, are allowed when taking proctored exams. Other materials are not permitted unless specified in the examination instructions and only the sources identified in the instructions may be used as source material.

You may use only your textbook as source material for your response. All source material must be referenced (paraphrased and quoted material must have accompanying citations). You may use the Publication Manual of the American Psychological Association (APA Style Guide) or the CSU Citation Guide for reference.
Communication Forums

These are non-graded discussion forums that allow you to communicate with your professor and other students. Participation in these discussion forums is encouraged, but not required. You can access these forums with the buttons in the Course Menu. Instructions for subscribing/unsubscribing to these forums are provided below.

Once you have completed Unit VIII, you MUST unsubscribe from the forum; otherwise, you will continue to receive e-mail updates from the forum. You will not be able to unsubscribe after your course end date.

Click here for instructions on how to subscribe/unsubscribe and post to the Communication Forums.

Ask the Professor

This communication forum provides you with an opportunity to ask your professor general or course content questions. Questions may focus on Blackboard locations of online course components, textbook or course content elaboration, additional guidance on assessment requirements, or general advice from other students.

Questions that are specific in nature, such as inquiries regarding assessment/assignment grades or personal accommodation requests, are NOT to be posted on this forum. If you have questions, comments, or concerns of a non-public nature, please feel free to email your professor. Responses to your post will be addressed or emailed by the professor within 48 hours.

Before posting, please ensure that you have read all relevant course documentation, including the syllabus, assessment/assignment instructions, faculty feedback, and other important information.

Student Break Room

This communication forum allows for casual conversation with your classmates. Communication on this forum should always maintain a standard of appropriateness and respect for your fellow classmates. This forum should NOT be used to share assessment answers.

Grading

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Course Schedule/Checklist (PLEASE PRINT)

The following pages contain a printable Course Schedule to assist you through this course. By following this schedule, you will be assured that you will complete the course within the time allotted.
By following this schedule, you will be assured that you will complete the course within the time allotted. Please keep this schedule for reference as you progress through your course.

**Unit I: The Nature of Law, Judicial Process, and Alternative Dispute Resolution**

**Review:**
- Unit Study Guide

**Read:**
- Chapter 1: An Introduction to the Fundamentals of Dynamic Business Law
- Chapter 3: The U.S. Legal System and Alternative Dispute Resolution

**Submit:**
- Assignment

**Notes/Goals:**

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**Unit II: Administrative Law, Business Ethics, and Social Responsibility**

**Review:**
- Unit Study Guide

**Read:**
- Chapter 2: Business Ethics and Social Responsibility, pp. 13-22
- Chapter 4: Administrative Law, pp. 54-71
- Suggested Reading: See Study Guide

**Submit:**
- Assessment
- Assignment
- Proctor Approval Form

**Notes/Goals:**

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**Unit III: Real, Personal, and Intellectual Property**

**Review:**
- Unit Study Guide

**Read:**
- Chapter 8: Real, Personal, and Intellectual Property, pp. 150-170
- Suggested Reading: See Study Guide

**Submit:**
- Assessment
- Assignment

**Notes/Goals:**
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<th>Unit IV</th>
<th>Contracts Part I: The Nature of Contracts and Agreements</th>
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<td>- <strong>Chapter 9:</strong> Introduction to Contracts and Agreement, pp. 173-189</td>
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<td>- <strong>Chapter 10:</strong> Consideration, pp. 192-203</td>
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<td>- <strong>Chapter 12:</strong> Reality of Assent, pp. 225-238</td>
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<td>- <strong>Chapter 15:</strong> Formation and Performance of Sales and Lease Contracts, pp. 291-308</td>
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<td>- <strong>Chapter 16:</strong> Sales and Lease Contracts: Performance, Warranties, and Remedies, pp. 312-328</td>
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<td>- <strong>Chapter 20:</strong> Agency and Liability to Third Parties, pp. 410-436</td>
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**Notes/Goals:**
## Unit VIII: Business Organizations

### Review:
- [ ] Unit Study Guide
- **Learning Activities (Non-Graded):** See Study Guide

### Read:
- [ ] Chapter 21: Forms of Business Organization, pp. 439-457

### Submit:
- [ ] Final Exam

### Notes/Goals: