LREB 315, SECTION 103, LAW AND THE REGULATORY ENVIRONMENT OF BUSINESS 1, SPRING 2014, CLASS MEETS TUESDAYS & THURSDAYS AT 2:30-3:45 PM IN MAGUIRE HALL ROOM 260

Catalog Description

- This course is designed to familiarize the student with the American legal system. Intended primarily for students who have not previously studied law, the course includes a review of the concept of law, the function of the courts, and the dual judicial system of the United States. An appreciation of legal history and the operation of law are developed through the vehicle of a detailed analysis of contract law and a survey of other topical headings.

- Because of the size and complexity of American society, the American legal system is necessarily very complex and detail oriented. The course is taught on a level which can be mastered by Loyola juniors and seniors. However, students should recognize that genuine effort will be required to understand the technical and intricate material covered.

Course Objectives and Learning Outcomes

- One important objective of the course, is to acquaint students with the reality, that many actions in their professional and personal lives have significant legal consequences which must be considered in the decision making process.

- Another objective is to provide students with a basic legal vocabulary which will be useful in their careers.

REQUIRED MATERIALS

1. REQUIRED TEXTBOOK:
   Smith & Roberson's Business Law 15th edition (also known as Mann & Roberts 15th edition)
• Students have multiple options with regard to the textbook.
• **It is available FOR PURCHASE OR RENTAL**, in either a hard cover or a custom published (paperback) edition.
• In addition, the text is now available in a digital edition.
• Since the advanced business law course (LREB 362) is no longer offered by the QSBA, there is no need to buy the more expensive and heavier hard bound edition (although you may be able to purchase the hard bound at a lower price).
• The custom published and electronic versions are available at both Follets and Becks.
• The ISBN for each of the versions is shown below:
  o **hardcover** - 9780538473637
  o **custom** - 9781133687733
  o **digital** – 9781133419846

2. **ALSO REQUIRED:**

3. **GRADING**
   (a) **SCHEDULED EXAMINATIONS (ALL CLOSED BOOK)**
   There will be two examinations given during the semester plus the Final Examination. **THE AVERAGE OF THE GRADES ON THESE THREE SCHEDULED EXAMS WILL CONSTITUTE 85% OF A STUDENT’S GRADE IN THE COURSE.** NO MAKE-UP EXAMINATIONS WILL BE GIVEN UNLESS ALL OF THE FOLLOWING CONDITIONS ARE SATISFIED: (1) you notify me in advance of the scheduled exam, AND (2) the reason for your not taking the exam on time is legitimate and documented in writing. Legitimate reasons have been defined by the Quinlan Administration as “illness verified by a signed physician’s note, participation in intercollegiate athletic events, subpoenas, jury duty, military service, bereavement, or religious observance.”

   A conversation with me, either in person or on the telephone, constitutes notification in advance of the exam. Messages left in any other fashion, (e.g., voicemail, email) do not constitute notification. ( Prior notification may be waived, at the instructor’s sole discretion, provided (1) you can document a compelling reason for failing to give prior notice and (2) you notify the instructor of your reason for not taking the exam at the scheduled time, as soon as reasonably feasible, using all reasonable diligence.) The instructor has sole discretion in determining the legitimacy of the reason for not taking the exam at the scheduled time.

   **AN EXAM TAKEN LATE FOR ANY REASON (INCLUDING LEGITIMATE REASONS OTHER THAN RELIGIOUS OBSERVANCES) WILL BE SUBJECT TO A 15 POINT PENALTY!!** The instructor expressly reserves the right, in the exercise of his sole discretion, to waive the 15 point penalty on make-up examinations. **IMPORTANT NOTE: A MAKE-UP FINAL EXAMINATION MAY BE SCHEDULED ONLY WITH THE PERMISSION OF THE INSTRUCTOR AND THE APPROPRIATE QUINLAN ASSISTANT OR ASSOCIATE DEAN.**
A student's average for grading purposes will be calculated (subject to the qualifications set forth under "Quizzes" and "Class Participation below) as follows:

- **First Examination**: 1/3
- **Second Examination**: 1/3
- **Final Examination**: 1/3

Some students’ performance on the First Examination is an aberration which results from the adjustment to:

1. The technical nature of the American legal system (with which most students have had very little, if any, prior exposure in an academic setting), and
2. The technical nature of legal examinations.

To prevent any possible unfairness resulting from this adjustment, a student's grade MAY be calculated differently. The grade received on the First Examination (AND ONLY THE FIRST EXAMINATION) may be excluded in the calculation of the student's grade in the course if ALL, REPEAT ALL, of the following conditions are satisfied:

- The student receives a minimum grade of "C-" on BOTH THE SECOND AND FINAL EXAMINATIONS (after giving effect to any applicable "curve" or bonus credit on those examinations);

  **AND (NOT "OR").**

(B)(1) If the student’s grade on the First Examination was a failing grade (59 points or less after giving effect to any curve and/or bonus credit which MAY apply to that examination), the arithmetic average of the student's grades on the Second and Final Examinations (after giving effect to any applicable "curve" and/or bonus credit on those examinations) is AT LEAST 15 POINTS HIGHER THAN THE STUDENT'S GRADE ON THE FIRST EXAMINATION (after giving effect to any applicable curve and/or bonus credit on the First Examination).

  **OR**

(B)(2) If the student’s grade on the first examination is a passing grade (60 points or higher after giving effect to any curve and/or bonus credit which MAY apply to that examination) the arithmetic average of the student's grades on the Second and Final Examinations (after giving effect to any applicable curve and/or bonus credit on those examinations) is AT LEAST 10 POINTS HIGHER THAN THE STUDENT'S GRADE ON THE FIRST EXAMINATION (after giving effect to any applicable curve and/or on the First Examination).

For the purpose of calculating a student’s average in the course, the maximum number of points that a student may get on any exam or quiz is 100, despite any curve and/or bonus credit that be available on the exam or quiz.

**REMEMBER YOU MUST SATISFY ALL OF THE REQUIREMENTS (A and either (B)(1) or (B)(2)) TO HAVE YOUR GRADE ON THE FIRST EXAM DROPPED!!!!**

Taking the First Scheduled Exam is required (not voluntary) and if you fail to take that exam without the instructor’s prior consent, the zero grade you receive will NOT BE DROPPED in the calculation of your grade in the course.

**QUIZZES.** There will be quizzes given during the course. Quizzes
count as 15% of a student’s grade in the course. SOME OR ALL OF THE QUIZZES WILL BE UNANNOUNCED. Failure to take a quiz because of absence or any other reason will result in a student receiving a zero for that quiz, unless the student DOCUMENTS IN WRITING A VALID REASON FOR FAILING TO TAKE THE QUIZ. STUDENTS MUST CONTACT THE INSTRUCTOR AS SOON AS POSSIBLE, USING REASONABLE DILIGENCE, WITH THEIR REASON FOR MISSING A QUIZ. THE INSTRUCTOR HAS COMPLETE DISCRETION IN DETERMINING WHAT CONSTITUTES A VALID REASON FOR MISSING A QUIZ. No make-up quizzes will be given. However, the lowest single quiz grade will be dropped. If you have any questions concerning a quiz, please contact the instructor.

Please note that a quiz may occur at the beginning of a class, in which case it would cover material gone over in prior classes, or near the end of a class session, in which case it would cover the material presented at that class session.

c. CLASS PARTICIPATION. A student’s class participation will be considered in determining his/her grade in the course in the event that the student’s average, as measured by their performance on the Scheduled Examinations, and the Quizzes, borders on two grades.

d. EXTRA CREDIT. A student’s grade in the course is determined solely by their grades on the scheduled exams, quizzes and class participation. THERE IS NO POSSIBILITY OF EXTRA CREDIT FOR ADDITIONAL WORK.

A limited number of sample questions are discussed in class before the First Examination.

4. ATTENDANCE:

Class attendance is mandatory. Failure to attend class regularly, and/or take a genuinely comprehensive set of notes is the most common causes of unsatisfactory performance in the course. If you are unable, or unwilling, to attend class regularly and take an excellent set of notes, then you are placing yourself in a dangerous situation.

5. ASSIGNMENTS AND CLASS NOTES:

A good set of class notes is crucial for the overwhelming majority of students. Be sure to include in your notes each hypothetical presented in class. Similar hypothetical are used in subsequent class discussions and they frequently appear on examinations.

In particular, it is exceedingly difficult for unprepared students to take notes fast enough to keep pace with the discussion in class. DO NOT PUT YOURSELF IN THIS POSITION. COME TO CLASS PREPARED BY READING THE ASSIGNED MATERIAL!!! For each of the assigned chapters, students are only required to read the text of the assigned chapter, which includes the valuable “Summary” at the end of each chapter. You are not required to read the Cases, Questions, and Problems at the end of each chapter. They are NOT part of the assignment, and can be ignored.
6. STUDY GROUPS; EXCHANGE OF EMAIL ADDRESSES AND PHONE NUMBERS:

The instructor encourages the formation of study groups to review/learn the material covered in the class. Many former students have found study groups to have great value.

If you are unable to participate in a study group, then the instructor strongly recommends the sharing of class notes with other students in the class. In addition, the instructor strongly urges students to exchange telephone numbers and/or email addresses with other members of the class at the beginning of the course, in order to obtain notes, learn of announcements made, etc., in the event that you miss a class session and to facilitate the exchange of notes even if you do not miss a class.

EXCHANGING CONTACT INFORMATION IS ESPECIALLY IMPORTANT THIS SEMESTER BECAUSE OF THE RESCHEDULING OF THE CLASS INDICATED IN ITEM 16 BELOW.

7. TAPE RECORDING:

Tape recording of class discussions is NOT PERMITTED at any time or for any purpose. The only exception is for students with a disability. Kindly advise the instructor privately if this is applicable to you so that appropriate accommodations can be made. In Illinois, tape recording of a conversation, without the consent of BOTH parties is a crime, and the instructor does not consent to tape recording of class sessions.

8. GRADING SCALE:

In this course, the following grading scale shall be used (in lieu of the more stringent University grading scale):

<table>
<thead>
<tr>
<th>GRADE</th>
<th>NUMERICAL EQUIVALENT</th>
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<tbody>
<tr>
<td>A</td>
<td>92 or above</td>
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<tr>
<td>A-</td>
<td>90-91</td>
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<tr>
<td>B+</td>
<td>88-89</td>
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<tr>
<td>B</td>
<td>82-87</td>
</tr>
<tr>
<td>B-</td>
<td>80-81</td>
</tr>
<tr>
<td>C+</td>
<td>78-79</td>
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</tbody>
</table>


<table>
<thead>
<tr>
<th>Grade</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>72-77</td>
</tr>
<tr>
<td>C-</td>
<td>70-71</td>
</tr>
<tr>
<td>D+</td>
<td>68-69</td>
</tr>
<tr>
<td>D</td>
<td>60-67</td>
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<tr>
<td>F</td>
<td>59 or below</td>
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9. **FINAL EXAMINATION:**

Section 103 (which regularly meets Tu/Th at 2:30-3:45 PM) will take the Final Examination on Thursday, May 1st, at 9:00 AM, in the regular classroom (Maguire Hall, Room 260) (The Final Exam may take less than the full two hours, as announced by the instructor.)

10. **WITHDRAWAL DATE:**

The withdrawal date for the spring 2014 semester is Monday, March 24th at 5:00 PM. Prior to that date, students will be advised of their grade on the first examination.

**However, even in the event that the second examination is administered on or before March 24, 2014** (the exact scheduling of that examination is tentative at this time) THAT EXAMINATION MAY NOT BE GRADED BY THE WITHDRAWAL DATE, It is therefore imperative that you are present when the first examination is returned so that you understand what will be required on subsequent examinations.

11. **TURNING IN EXAMINATIONS.**

Students who do not turn in examinations at the end of the allotted time will receive the grade of zero on that examination.

12. **FRIENDLY ADVICE:**

As your instructor, I **genuinely want to help you learn** the material and concepts covered in the course. You must understand, however, that if you are experiencing a problem with the material, I may not be aware of it. **Accordingly, you must take the initiative and contact me** (either before or after class, or during my office hours--either in person, by telephone or email.) **If you do let me know of the problem, I absolutely, positively, promise not to bite!!!!** Over the years, I have been able to help many students who sought assistance in a timely fashion, *i.e.*, not a week or two before the Final Exam.
13. **EMAILS**

If you wish to contact the instructor for any reason by email, you **MUST INCLUDE IN THE SUBJECT LINE OF YOUR EMAIL ALREB 315" OR AT LEAST LREB**. **IF YOU FAIL TO DO SO, YOUR EMAIL WILL BE DELETED WITHOUT BEING OPENED OR READ.** This requirement has been imposed as a protective measure to deal with destructive or malicious emails which, unfortunately, are a fact of life, at this point in time. Your instructor’s computer has already been “hijacked” once and he is attempting to prevent it from happening again. **IN ADDITION, IN ACCORDANCE WITH THE POLICIES OF THE QUINLAN SCHOOL OF BUSINESS, I WILL ONLY RESPOND TO QUESTIONS OR REQUESTS FOR INFORMATION MADE ON YOUR LOYOLA EMAIL ACCOUNT.**

**FURTHERMORE, YOU ARE RESPONSIBLE FOR REGULARLY CHECKING YOUR LOYOLA EMAIL ACCOUNT FOR ANNOUNCEMENTS CONCERNING THE COURSE. EXAMPLES OF SUCH ANNOUNCEMENTS INCLUDE, WITHOUT LIMITATION, CHANGES IN THE DATES OF EXAMS OR QUIZZES, CHANGES IN ASSIGNMENTS, ETC.**

14. **CELL PHONES AND OTHER ELECTRONIC DEVICES**

The use of cell phones and other electronic devices in class is inappropriate, rude and distracting to other students and the instructor, and their use is prohibited during class sessions. All such devises shall be kept out of sight during class and shall be placed in pockets, backpacks, briefcases, purses or other places so that they are **NOT VISIBLE DURING CLASS**. This policy prohibits, among many other things, checking to see if you have messages. If a crisis situation exists, appropriate exceptions to this policy may be made **PROVIDED THAT THE INSTRUCTOR IS NOTIFIED IN ADVANCE and that he consents.**

Nothing in the foregoing policy prohibits the use of notebook, tablet or netbook computers in class (1) **FOR THE SOLE PURPOSE OF TAKING NOTES AND/OR (2) IF A STUDENT HAS A DIGITAL VERSION OF THE TEXTBOOK, REFERENCING THAT TEXTBOOK.** However, the use of computers in class to surf the internet, communicate by email, send instant messages or the like, is prohibited. If you choose to use a notebook computer, tablet or other electronic device to take notes in class then

Sanctions for the violation of the policy expressed in this Item 14, shall include, without limitation, substantial loss of credit on exams (for example, the loss of 25 **YOU MUST INFORM ME OF THAT FACT ON THE ATTENDANCE LIST (if one is circulated) AND YOU MUST SEND ME AN ELECTRONIC COPY OF ALL THE NOTES YOU TOOK DURING THAT CLASS SESSION WHICH MUST ALSO CONTAIN YOUR NAME AND THE DATE OF THE CLASS. THIS OBLIGATION TO SEND ME YOUR ELECTRONIC NOTES EXISTS EVEN IF NO ATTENDANCE SHEET IS CIRCULATED. IF YOU FAIL TO SEND ME A COPY MORE THAN ONCE DURING THE SEMESTER THEN YOU WILL BE BANNED FROM USING AN ELECTRONIC DEVICE TO RECORD NOTES IN FUTURE CLASSES. THE REQUIREMENT THAT**
YOU SEND ME YOUR NOTES IS NOT SATISFIED BY SENDING THE NOTES OF OTHER STUDENTS’

Sanctions for the violation of the policy expressed in this Item 14, shall include, without limitation, substantial loss of credit on exams (for example, the loss of 25 points on a SCHEDULED EXAMINATION), and/or being asked to leave the classroom. Repeated violations of this policy may result in a student being banned from class, except for quizzes and examinations.

15. ACADEMIC INTEGRITY

All members of the Quinlan School of Business shall refrain from academic dishonesty and misconduct in all forms, including plagiarism, cheating, misrepresentation, fabrication, and falsehood. Plagiarism or cheating on the part of the student, in individual, or group academic work or in examination behavior will result minimally in the instructor assigning the grade of “F” for the assignment or examination and may result in the grade of F for the course. In addition, all instances of academic dishonesty must be reported to the chairperson of the department involved.

For further information about expectations for academic integrity and sanctions for violations, consult the complete Quinlan School of Business Honor Code and Statement of Academic Integrity on the Quinlan website:

16. TENTATIVE SCHEDULE: SPRING 2014 SEMESTER The TENTATIVE schedule and assignments are set forth below. This schedule, including the dates of the examinations other than the final examination, is expressly TENTATIVE and subject to change(s) as announced by the instructor in class or by Sakai..

AS ANNOUNCED IN CLASS, IT IS NECESSARY TO RESCHEDULE ONE CLASS SESSION. THE CLASS WHICH WOULD NORMALLY MEET ON THURSDAY, FEBRUARY 20, 2014 HAS BEEN RESCHEDULED. THE MAKE-UP CLASS WILL MEET ON SATURDAY, MARCH 15, 2014 FROM 10:30 AM-11:45 AM. THE CLASSROOM LOCATION OF THE MAKE-UP CLASS IS TBA.

<table>
<thead>
<tr>
<th>WEEK of*</th>
<th>Topics</th>
<th>Assignment (Chapters)</th>
</tr>
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<tbody>
<tr>
<td>1/13</td>
<td>Introduction to Law and the Legal System; Business Ethics</td>
<td>1, 2</td>
</tr>
<tr>
<td>1/20</td>
<td>Introduction to Law (continued); Civil Dispute Resolution</td>
<td>3</td>
</tr>
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</table>
1/27 Civil Dispute Resolution (continued); Intentional Torts

2/3 Negligence and Strict Liability

2/10 Negligence and Strict Liability (continued); FIRST EXAMINATION (2/13)

2/17 Introduction to Contracts. CLASS ON 2/20 RESCHEDULED TO MARCH 15

2/24 Introduction to Contracts (continued); Mutual Assent

3/03 Spring Break 3/03-3/08 (no classes)

3/10 Mutual Assent (continued); Conduct Invalidating Assent

MAKE-UP CLASS ON 3/15 FROM 10:30-11:45 AM

SECOND EXAM (3/13)

3/17 Consideration

3/24 Illegal Bargains; Contractual Capacity

3/31 Contracts in Writing

4/7 Contracts in Writing (continued); Remedies

4/14 Employment Law

4/21 Class on 4/22 Employment Law Continued

CLASS ON 4/24 SPECIAL TOPICS (TBA) (IMPORTANT CLASS SESSION) CI

• The dates shown in the left hand column are used to refer to the week and not the day the material will be covered except for the final week of the semester.

FINAL EXAMINATIONS (HELD IN THE ROOM THAT THE REGULARLY MEETS Maguire Hall Room 260)

SECTION 103 (WHICH REGULARLY MEETS AT 2:30 PM on Tuesdays and Thursdays) EXAM ON THURSDAY, 5/1 AT 9 AM.

(The Final Examination may be less than the maximum 2 hour duration, as announced by the instructor.)
This Schedule is expressly TENTATIVE AND SUBJECT TO CHANGE AS ANNOUNCED IN CLASS, BY E-MAIL and/or on Sakai, BY THE INSTRUCTOR. STUDENTS ARE EXPECTED TO REGULARLY CHECK THEIR LOYOLA EMAIL ACCOUNTS FOR ANNOUNCEMENTS BY EMAILS.

EMERGENCY INFORMATION

This course is typically taught as a lecture based course. However, it is possible that an emergency arise which will require modifications to the usual presentation of the material. If a contingency arises which requires modifications, students will be notified by email through Sakai. It is essential, therefore, that students check their Loyola email accounts regularly. It is also important that you have access to the required text and dictionary for possible homework assignments and/or quizzes/examinations.

Hopefully no emergencies will arise and the course will be taught in the usual manner.