

Dispute Resolution: Negotiate, Mediate, Arbitrate, Forget it, Litigate, Class Action Lawsuit, Attorney-Client Privilege

Types of Law: Civil/Criminal. Procedural law - (how case proceed through court). **Substantive law** - how interact. civil/criminal. May apply from outside jurisdiction. **Jurisdiction** - Subject-matter, Personal

STATE court - broad jurisdiction. **FEDERAL** court systems - federal law or **all** plaintiff/defendant from different states and more than \$75K at issue. P. can file in state/federal, but defendant move state->federal

Civil Procedure: Hire lawyer. Complaint. Summons, Answer, "Move to **dismiss**" ("So What?"), cross-claim parties **reply**, **Disclosures** (documents, list of people). **Discovery** (**Interrogatories**-written, Deposition-live, **Requests for Admission, Requests for Production, Requests for Inspection** (property/mental exam), **Motion for summary judgment, Trial:** Jury decides evidence, Opening Statements, **Plaintiff's case** (direct examinations, cross-examinations, re-direct) **Defendant's case, Closing Statements, Jury Instructions, Jury/judge deliberates, Verdict and Judgment, Appeal to Court of Appeals** (first appeal as of right) – briefing, argument, uphold/reverse/remand, Must appeal in same system. Deals with law, not facts. Arguments on paper, not live, Petition for Certiorari - escalate. Likely on circuit split

Contract

Offer - present intent (meant offer), specificity (not broad audience), communicated offer, limited (rewards)
Open for specified/reasonable/revoked/rejected/**accepted** on same terms (and communicated/started exec)

Voidable:

Fraud - misrepresentation, deceiving (if intentional - liable for damages), no reason to suspect lie, harmed

Mistake - misunderstanding of **core** fact, not of value and not lapse of judgment, **by both parties**

Duress - coercion - improper threat, victim has no alternative OR **undue influence** - vulnerable person, need trust/confidence relationship, unfair, lack of access to outside info/rushed/bad terms

Unconscious - absence of choice and shockingly unfair, **Consideration** - both parties at least something (act/promise). Past deeds/obligations are not considered
Can be Bilateral or Unilateral

Capacity - Minors (can disaffirm), Mental Incapacity, big Intoxication

Legality - non-compete, antitrust

Executed Contract / Executory contract

Non-compete must serve purpose, reasonable in scope, and not impose hardship

Discharged - completed, or excused

Material breach /non - cancelable/remedied

+Remedy - in response to breach, enough to get back to where supposed to be

Tort

A civil wrong that is not breach of contract. Plaintiff bears burden of proof

Plaintiff gets compensatory (to compensate) damages. If bad "willful and wanton" gets punitive damages

Intentional Torts - intended, harm, foreseeable (not negligence)

Battery - intentional (even if transferred intent), harmful, offensive touching without consent (boxing)

Assault - placing another in apprehension of imminent harmful or offensive contact

False Imprisonment - intentional unjustified (shoplifting) confinement of nonconsenting person

Defamation - Publication of untrue about another that hold character in contempt or ridicule

Slander - oral defamation

Libel - written/radio/tv defamation

Defense: Truth (defendant must prove)

news can print untruths about public figure, unless malice or reckless disregard for truth.

Injurious Falsehood - publication of untrue statements that disparage plaintiff's business/product/quality. Plaintiff must prove falsity

Invasion of Privacy -

Public disclosure of (offensive) private facts, unless in public interest or related to public person's live. Truth not defense

Intrusion upon solitude - searches, wiretapping, telephoning, social media, unless public record

Commercial use of someone's name/likeness, no consent, to imply endorsement of smth

Fraud - intentional misrepresentation that is relied on and plaintiff is damaged

Intentional Interference with Contractual Relations - intentionally Interferes with existing contract (trying to steal contract employees)

Conversion - stealing/withholding/destroying

Trespass - unauthorized intentional intrusion upon another's real property (entering, causing smth/smb to enter/airspace/underground, remaining after right ceased, failing to remove stuff) - even if min intent (mistaken)

Computer Fraud and Abuse Act - knowingly, intent to defraud, accesses protected computer without authorization and obtains smth of value

Nuisance - substantial+unreasonable interference with use+enjoyment of land (smoke/odors/light/vibration/non-physical)

Negligence - breached act with care/do duty (lawyers/doctors), actual harm, foreseeable. no duty to rescue. "unreasonable risk of foreseeable harm". Personal injury, Property damage, Emotional harms (unless assumed(consented) risk or exculpatory clauses in contract)

Actual cause (if not for breach) + Proximate cause (probable consequence)

Not liable to harm from **Intervening cause** (later act was not foreseeable)

Plaintiff caused part of harm. Depends:

Contributory Negligence if plaintiff has any fault, defendant not liable

Comparative Negligence - jury assigns % and liable for that only (in Kansas 50% cutoff)

Products liability - manufacturer/seller, sells in defective condition (or instructions/warnings and defect existed when product left seller hands) which is unreasonably dangerous (used ordinary, more risky than contemplated ordinary consumer) to user, liable to harm if product reaches user without substantial change in condition in which sold. "strict liability" - even if good intentions. Not garage sale
Consumer has due for own care: exercise ordinary care, check for defects+dangerous conditions, use in accordance with adequate instructions+warnings, use in normal manner. Else comparative/contributory
Compensatory Damages - medical expenses, economic loss (+future income) noneconomic (pain/suffering/disabilities/disfigurement/mental anguish+future), damage to property, wrongful death

Property

Liberty to use, Right to exclude, Power to transfer, Power to devise or bequeath, Immunity from damage, Immunity from expropriation

Real (connected to earth)/Personal, Tangible/Intangible (gives rights, stocks, right to sue), **Public/Private**. Get to own by production or exchange, or:

Possession of Unowned Property: Abandoned (finder,owner), Lost (owner,finder,may be required to return/report), Mislaid (intentional placed, accidentally left) (owner,property owner,-finder)

Gift - Donor (intent+deliver)->Donee(accept). Testamentary gift - though will

Bailment - temp take care of it. Bailee must return to bailor. "Reasonable care", unless unfair benefit

Real property: buy, inherit, gifted, adverse possession (10-20y of open continuous trespassing)

Fixture - attachment, adaptation (no value without), intent

Easement - right to use other's property (natural - must, by grant - allows, by reservation - sell all except, prescription - long unstopped continuous use)

Concurrent Ownership - undivided. Joint tenants (equal shares, absorb on death, not default). Tenants in common (unequal shares, no absorption, default). "Action to partition" - lawsuit to divide

Intellectual Property:

Patents - published government monopoly for 20y, not nonfunctional (abstract/physics) (useful, novel, nonobvious) first to file with 1y grace for public disclosure. Patent infringement: "cases and desist",

(injunction+damages)/(negotiate+license->royalty)

Trade Secrets - business secret that offers advantage with secrecy measures (nda). Trade secret misappropriation (disclosures/uses) via improper means (damages, injunction) not reverse engineering

Copyright - exclude others from using work. Automatic upon creation and fixing (in video/book/audio). Need to register before suing. © is optional but better. (1978->life+70; for hire (employment duty): 95 from first use or 120 from creation). Reproduce/derivative/distribute/transfer/license. C.

infringement: not coincidental substantial resemblance. "Fair Use" (critic/news/teach/research)

Trademark - distinctive name/logo, optional register. +distinct™-anyone.@-register. Genericide. Infringement/Dilution (blur,tarnish)

Secured(pledge/collateral(security interest), surety)

Unsecured(notice/sue->attachment,garnishmet(job)) credit.

Artisan's lien - fixed,unpaid,possession

Mechanics' lien - real estate, within 60d

Perfection - every 5y online filed with state (or on car's title)

Mortgage (real) - foreclose, sell, rightOfRedemption - can ret

Bankruptcy - voluntary(automatic stay-FREEZE)/involuntary petition. 11: reorg business

7: b.estate, claims/distribution, discharge(if honest,8y)

Order: Secured,priority unsecured,unsecured,debtor

Agency law - principal(honor agreement,reimburse,indemnify (pay for tort),inform OfRisks)->agent(loyal-noConflicts, confidential,obey reasonable,skill,keep records,keep informed) ActualExpress/Implied(expected,goals,not stoped/emergency) /Aparent(not real) Authority/Ratification(post agreed) Terminate once: finished/agreed/dead/illegal/terminated Employee/**Independent** contractor- degree of control, integration,training,set work hrs,equipment)
Tort principal - Respondeat Superior(employee tort within employment)/Direct Liability(if authorized,less if negligent hiring/supervision). Can sue both, but recover once

Sole Proprietorship (virtual). LLCmp

Partnership (2+ parties with common interest and profit share. legal entity) (/LLP/Joint Venture - short term)

Corporation - board of directors (s corp no double tax small)

Employment at will (except:publ.policy, promises,protective statutes) "wrongfull discharge".

Workers compensation - for employees, no proof, can't sue

FMLA 12w unpaid. After 1y, 1250h, not top 10%

Civil Rights 1964: 15+empl, race/color/religion/sex/origin

File with EEOC. 6m>right to sue letter.

Discrimination: disparate treatment/impact (show, couter, show). BFOQ: necessary for work