

Nuts, Bolts, and Outline for Teaching Franchise Law; Would Socrates Approve?

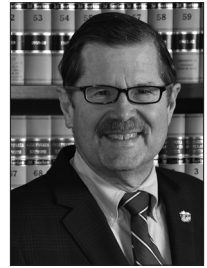
David Gurnick & Peter Lagarias*

I. Introduction

In 1870, Franklin Fessenden, later a Massachusetts Superior Court Judge, arrived as a student at Harvard Law School.¹ He enrolled in a course taught by Christopher Langdel, the dean of the law school, using the new and then-controversial case-method of teaching. The president of Harvard asked students their opinion of Dean Langdel's class.² Fessenden replied that he could attend the usual classes and hear professors read from law books.³ But when Fessenden attended classes taught using the case-method, he got something not found in any book.⁴



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The case-method of teaching law is based on the idea that law is a science, learned best through studying and analyzing appellate decisions.⁵ Studying cases is combined with questions and answers, a kind of dialogue first

1. Bruce A. Kimball, The Langdell Problem: Historicizing the Century of Historiography, 1906-2000s, 22 Law & Hist. Rev. 277, 298 (2004).

2. *Id.*

3. *Id.* Christopher Langdel's new methods—including teaching by Socratic dialog, requiring students to pass tests to stay in school and to graduate, and teaching from actual cases—revolutionized the teaching of law and instruction in other professions.

4. *Id.*

5. Sean M. Kammer, "Whether or Not Special Expertise is Needed": Anti-Intellectualism, the Supreme Court, and the Legitimacy of Law, 63 S.D. L. REV. 287, 330-31 (2018). The view of law as

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invoked by Socrates (later purloined by television detective Colombo).⁶ This teaching style thus became known as the Socratic method. Professors engaged students to participate, drawing out rules from discussion of cases and applying those rules to similar, but slightly different, cases or scenarios. This new method contrasted with the more common classroom process of lecture and memorization.⁷

Legal education in a classroom setting reflected an evolution in training. Until the twentieth century, most people became lawyers through on-the-job legal education, mainly through an apprenticeship with an experienced lawyer.⁸ Legal education has continued to evolve over the years away from simply the classic case-method or Socratic model. So too have methods of teaching and learning the law changed. Tools used in teaching law have expanded, evolving to include films, tapes, television, computer aided research,⁹ and now the Internet. The COVID-19 pandemic has brought about more use of remote teaching options, such as the use of video conferencing technologies. Law faculties also increasingly recognize the need to include practical training in the curriculum.¹⁰ Courses taught in law schools have expanded and diversified over the years:

In the old days, the law school curriculum encompassed mostly doctrinal courses taught in a large classroom setting by a professor resembling Charles Kingsfield in “The Paper Chase.” The traditional model of teaching focused largely on core bar-related courses, the Socratic Method, and thick textbooks. The ultimate goal

a science originated with Dean Langdell at Harvard. He developed the case method, rooted in this view. He stated as much in the preface to his casebook, *Contracts*, writing:

Law . . . considered as a science, consists of certain principles or doctrines. To have such a mastery of these as to be able to apply them with constant facility and certainty to the ever-tangled skein of human affairs, is what constitutes a true lawyer; and hence to acquire that mastery should be the business of every earnest student of law. Each of these doctrines has arrived at its present state by slow degrees; in other words, it is a growth, extending in many cases through centuries. This growth is to be traced in the main through a series of cases; and much the shortest and best, if not the only way of mastering the doctrine effectually is by studying the cases in which it is embodied.

LAWRENCE M. FRIEDMAN, *A HISTORY OF AMERICAN LAW* 613–14 (2d ed. 1985). It seemed to Dean Langdell that it was “possible to take such a branch of the law as *Contracts*, for example,” and to “select, classify, and arrange all the cases which had contributed in any important degree to the growth, development, or establishment of any of its essential doctrines; and that such a work could not fail to be of material service to all who desire to study that branch of law systematically and in its original sources.” Kammer, *supra*, at 330–31.

6. See, e.g., John J. Knoll, *Traffic Stops and Normal Incidents Thereto*, 79 J. KAN. ST. BAR ASSOC. 31, 33 (2010) (describing question-and-answer tactics of fictional television detective Columbo played by actor Peter Falk).

7. Michael J. Greenlee, *Theory, Practice, Specialization, and Interdisciplinary Perspectives: Pulling It All Together at the College of Law*, 52 *ADVOC.*, no. 11/12, 2009, at 25.

8. Charles R. McManis, *The History of First Century American Legal Education: A Revisionist Perspective*, 59 *WASH. U. L.Q.* 597, 617–18 (1981) (cited in Peter A. Joy, *The Uneasy History of Experiential Education in U.S. Law Schools*, 122 *DICK. L. REV.* 551, 552 (2018)).

9. Steve Sheppard, *Casebooks, Commentaries, and Curmudgeons: An Introductory History of Law in the Lecture Hall*, 82 *IOWA L. REV.* 547, 634 (1997).

10. H.F. Hoeflich, *Plus Ça Change, Plus C’Est La Meme Chose: The Integration of Theory & Practice in Legal Education*, 66 *TEMP. L. REV.* 123, 141 (1993).

was to prepare students for the bar exam, and the first year curriculum was the most important set of courses to study towards this end. . . . As a result of the 2008 financial crisis and the decline in law applications since then, the focus of law schools has changed. In a buyer's market, students prefer a legal educational experience that they can put on a C.V. and that enables them to practice law while in law school to impress future employers.¹¹

Also in recent years, franchising has gained recognition as its own discipline, and franchise law is taught as a course in a number of law schools around the nation.¹² This article will provide practical advice on teaching a franchise law course, including setting forth fundamental objectives and topics, discussing teaching methods and potential teaching materials, offering grading advice, and providing multiple sample syllabi.

II. Fundamental Teaching Objectives

In addition to the case study method, the classic model for most law school classes involves covering a specific field of law beginning with real property, contracts, torts, criminal law, civil procedure, and other first year classes. Franchise law is a body of laws that, at a minimum, concern offers, sales, investments in, operation, termination, nonrenewal, and regulation of franchised businesses. The practice of franchise law encompasses a potentially wide range of legal disciplines. The history and nature of franchising informs the various disciplines of franchise law.

To cover the field of franchise law, a comprehensive course outline in the field should address certain basic subjects. A teaching objective for such a comprehensive course should include that students gain an introductory understanding to each of these areas:

- the business history of franchising, and the corresponding history of the development of franchise law;¹³

11. Klint W. Alexander, *The Changing Nature of Legal Education*, 41 WYO. LAW. 48 (2018). The article refers to the well-known novel *THE PAPER CHASE*, written by Harvard Law School Graduate John Jay Osborn Jr. See JOHN JAY OSBORN JR., *THE PAPER CHASE* (1971). The novel was later adapted into a movie and television show. See *THE PAPER CHASE* (20th Century Fox 1973); *The Paper Chase* (CBS 1978). All three tell the fictional story of first-year student James Hart and his experiences with his demanding Harvard Law School contracts Professor Charles Kingsfield.

12. See David C. Gurnick & Alexander M. Meiklejohn, *Teaching Franchise Law: A Role for Experienced Franchise Lawyers*, 36 FRAN. L.J. 505, 509 n.13 (2017) (noting survey indicating franchise law courses had been offered at law schools at Emory University; Fordham University; Georgetown University; University of LaVerne; University of Memphis; University of Michigan; Nova Southeastern University; Shepard Broad University; Quinnipiac University; University of West Los Angeles; Southern Methodist University; Temple University; University of Virginia; and Western New England University). The authors are also aware of franchise law courses offered at these additional law schools: Baylor University; Bond University (Australia); Boston University; Case Western Reserve University; Creighton University; University of California, Irvine; John F. Kennedy University; University of Memphis; Nova Southeastern University; Robert Morris University; University of Adelaide (Australia); Western New England University; Western University (Canada); and University of Toronto.

13. See, e.g., Douglas C. Berry, David M. Beyers & Daniel J. Oates, *State Regulation of Franchising: The Washington Experience Revisited*, 32 SEATTLE U. L. REV. 811 (2009); David Gurnick &

- franchising as a method of distribution, compared to alternative distribution methods (such as pure trademark licenses, product distributorships, employer-employee and company-owned chain operations, partnerships, and joint ventures, sales agencies, consignments, and distribution through business cooperatives);
- the contract aspects of franchising (franchising as a contractual relationship, formation of the relationship, performance, express provisions, implied provisions such as the covenant of good faith and fair dealing, renewal, breach, and termination);
- contract drafting (structure of the franchise agreement addressing the grant of a license, limitations on the license, allocations and limitations of liability, obligations undertaken by each party, conditions included in the agreement, termination and nonrenewal provisions, transfer restrictions, restrictive covenants, and boilerplate provisions);
- regulatory and consumer protection laws (embodied in presale registration and disclosure requirements of various states, cooling-off periods, and implications of acting in violation of these requirements);
- the Federal Trade Commission (FTC) Franchise Rule,¹⁴ and other applicable administrative law (including the Administrative Procedures Act,¹⁵ which provides insight on the process by which the FTC investigated, proposed, and adopted the FTC Franchise Rule,¹⁶ and the actions of the FTC to enforce the Franchise Rule);
- various lines of commerce in which franchising and franchise regulation occurs, and statutes that regulate franchising in specific industries like alcohol beverage distribution, cannabis distribution, farm equipment dealerships, automotive dealerships, gas stations, and construction equipment dealerships;
- alternative forms of the business relationship (addressing variant agreements such as area development agreements, multi-unit development agreements, subfranchising agreements, and area representative agreements);

Steve Vieux, *Case History of the American Business Franchise*, 24 ORLA. CITY U. L. REV. 37 (1999); Paul Steinberg & Gerald Lescatre, *Beguiling Heresy: Regulating the Franchise Relationship*, 109 PENN ST. L. REV. 105 (2004).

14. 16 C.F.R. § 436.1 et seq.

15. 5 U.S.C. § 551 et seq.

16. Disclosure Requirements and Prohibitions Concerning Franchising, Disclosure Requirements and Prohibitions Concerning Business Opportunities, 72 Fed. Reg. 15444 (Mar. 30, 2007); Franchise Rule, 64 Fed. Reg. 57294 (Oct. 22, 1999); Request for Comments Concerning Trade Regulation Rule on Disclosure, Requirements and Prohibitions, Concerning Franchising and Business, Opportunity Ventures, 60 Fed. Reg. 17656 (Apr. 7, 1995); Statement of Basis and Purpose, 43 Fed. Reg. 59621 (Dec. 21, 1978).

- intellectual property law (the law of trademarks, copyrights, trade secrets, patents, and personality rights);¹⁷
- the law of vicarious liability;¹⁸
- antitrust laws (free market economic principles, agreements in restraint of trade, the Sherman Act,¹⁹ state antitrust laws, vertical restraints, horizontal restraints, and specific kinds of restraints such as price fixing, territory restrictions, tying, per se violations, rule of reason, and non-competition restrictions/covenants not to compete);
- dispute resolution and alternative dispute resolution (litigation, arbitration, including the Federal Arbitration Act,²⁰ and mediation in the context of franchising); and
- ethical responsibilities (due diligence and conflicts of interest arising in franchising lawyer-client relationships).²¹

The ABA Forum on Franchising has published the first casebook on franchise law which comprehensively covers the field of franchise law as a discipline, including the vast majority of these topics.²²

III. Additional Objective

Increasingly, law schools require courses to have teaching objectives which extend beyond an academic coverage of a field of law. Such objectives now cover a broad range of practical skills of lawyers as counselors and advocates. Any course on franchising could include a range of such additional objectives, including focusing on experience and practice, which could include as objectives, practical experience in the following:

- understanding a modern complex business contract by reading and dissecting an actual franchise agreement;
- drafting a franchise disclosure document and/or franchise agreement;
- preparing and prosecuting an application for registration of a franchise at the state level;
- negotiating the terms of a franchise agreement;

17. See, e.g., David Gurnick, *Intellectual Property in Franchising: A Survey of Today's Domestic Issues*, 20 OKLA. CITY U. L. REV. 347 (1995).

18. See, e.g., Joseph H. King, Jr., *Limiting the Vicarious Liability of Franchisors for the Torts of Their Franchisees*, 62 WASH. & LEE L. REV. 417 (2005); Heather Carson Perkins, Sarah J. Yatchak & Gordon M. Hadfield, *Franchisor Liability for Acts of the Franchisee*, 29 FRANCHISE L.J. 174 (2010).

19. 15 U.S.C. § 1 et seq.

20. 9 U.S.C. § 1 et seq.

21. See, e.g., *Beverly Hills Concepts v. Schatz & Schatz*, 1997 Conn. Super. LEXIS 178, *aff'd in part & rev'd in part*, 717 A.2d 724 (Conn. 1998).

22. FRANCHISING: CASES, MATERIALS & PROBLEMS (Alexander M. Meiklejohn ed., 2013) [hereinafter FRANCHISING]. Twenty-nine franchise law practitioners and professors served as chapter authors for the casebook. The ABA Forum on Franchising receives all proceeds of sales; the contributors did not and do not receive monetary compensation.

- advocating for a client in a franchise-related dispute, whether in mediation, arbitration, or litigation;
- conducting legal analysis and advising a client faced with a challenging situation in a franchise relationship; and
- undertaking how to approach a new statutory scheme, including legislative purposes, definitions, substantive provisions, remedies, regulations and more.

Other courses may address additional related academic subjects. Some business schools address franchising as a business discipline, and at least one business school teaches a joint MBA/law school class, which combines the business and legal aspects of franchising.²³ In a course focused more on academic aspects and historic evolution of franchising, additional or alternative learning objectives could include an analysis of historical development, such as changes over time in antitrust jurisprudence,²⁴ or an analysis of historical developments in intellectual property law, such as risk of the loss of trademark rights from licensing, and the evolution of the related company doctrine.

Many law schools now require statements of learning outcomes, both for their overall programs and for individual courses. Course learning outcomes address teaching objectives from a student perspective. The prospective professor may be required to present class objectives in this format. For example, a sample class objective would be: “Students will learn how to review a complex commercial contract, namely a modern franchise agreement. Students will become adept at analyzing a franchise disclosure document. Class members will become conversant in several related bodies of statutory law including trademark law, franchise disclosure law, and antitrust law.”

IV. Teaching Methodologies

A course in franchising lends itself to alternative teaching approaches. Among these are traditional lecturing and reading, Socratic question-and-answer dialogue, and more practical law practice modules. A course can involve some or all of these approaches.

Many of the subject areas in a franchise law course can be presented as lectures. Franchising is filled with disputes that involve interesting facts. These include cases of misconduct, ingenious ways of complying with or violating franchise agreements, and creative excuses. Franchises are often

23. This combined MBA/law school class is taught at Ohio State University Fisher College of Business.

24. *Compare, e.g.,* United States v. Arnold, Schwin & Co., 388 U.S. 365 (1987), *with* Cont'l Television, Inc. v. GTE Sylvania, Inc., 433 U.S. 36 (1977) (vertical territorial restraints evaluated under rule of reason rather than per se unlawful); *compare* Dr. Miles Med. Co. v. John D. Park & Sons Co., 220 U.S. 373 (1911), *with* Leegin Creative Leather Prods., Inc. v. PSKS, Inc., 551 U.S. 877 (2007), *and* State Oil Co. v. Khan, 527 U.S. 3 (1997) (vertical price fixing evaluated under rule of reason rather than per se unlawful).

owned by family members, so some disputes have the added complexity that often comes with family relationships. Franchising cases have also been important in the development of law; many seminal decisions on both substantive and procedural law arise from franchise relationships, including in the areas of personal jurisdiction and arbitration.²⁵

Because franchising law is steeped in tort, contract, and other kinds of case law and involves the study of reported decisions, the subject lends itself nicely to the case method of teaching. An outline for a franchise law course can have court decisions at its center, and it can include Socratic dialogue eliciting discussions of facts, challenging students to apply rules of law from one case to the facts of another scenario.

Franchise law classes can place practical lawyering skills at their core. Every law student should be required to examine, parse, and understand today's complex business agreements. And few, if any, agreements are more complex and comprehensive than a modern franchise agreement. Every law student, whether desiring to practice criminal, divorce, corporate, or some other area of law, should learn general principles of business law and regulation. Many of these can be presented through a franchise law course and through a review of a typical franchise disclosure document.

A franchising course also lends itself to practice and experiential methods of teaching covering contract drafting, negotiating, and advocating. With so many law offices, government regulatory personnel, and businesses involved in franchising, there can be opportunities for speakers and field trips to see franchising and franchising law in action.

V. Typical Topical Coverage in One, Two, and Three Unit Classes

Courses typically are offered for either one, two, or three units. Each unit requires sixteen hours of teaching; a one-unit course usually requires sixteen hours of teaching, with two-unit and three-unit courses generally mandating thirty-two and forty-eight hours respectively. Coverage and depth will be broader and/or deeper for the courses that involve more units. The one-unit course is popular with many students and is generally a survey course or one with limited objectives, such as an introduction to understanding franchising and drafting complex business agreements. The short duration of the one-unit course lends itself to unusual teaching times such as evenings and weekends, and may be taught over semester breaks in as little as one or two weeks.

25. See, e.g., *State Oil v. Khan*, 522 U.S. 3 (1997) (landmark antitrust decision on vertical minimum pricing arising from petroleum franchise relationship); *Burger King Corp. v. Rudzewicz*, 471 U.S. 462 (1995) (landmark decision on personal jurisdiction arising from Burger King franchise relationship); *Southland Corp. v. Keating*, 465 U.S. 1 (1984) (landmark decision on arbitration arising from convenience store franchise relationship).

VI. Teaching Materials

A wide range of teaching materials are readily available to teach a course in franchising law. As noted earlier, the ABA Forum on Franchising has published the first casebook on franchise law.²⁶ The book contains chapters written by twenty-nine experienced franchise law practitioners and professors, and is edited by Alexander Meiklejohn, who is a law professor and Co-Chair of Forum on Franchising's Professors Committee. It includes cases, commentaries, questions, and problems for students to consider. A teacher who uses the book can also obtain the accompanying teachers' manual that provides the thoughts of chapter authors concerning possible answers to the questions and problems.

An actual franchise disclosure document (FDD) also can be a useful teaching tool. Numerous FDDs are available, whether from franchisors themselves, or online at websites of states that make their FDDs publicly available. Currently, these states include California, Indiana, Minnesota, and Wisconsin.²⁷ A teacher can also obtain FDDs by making a public records request to any of the thirteen states that currently require presale registration of offers and sales of franchises.²⁸ FDDs contain extensive information about the franchisor and include the forms of agreements that the franchisor intends to enter into with franchisees.²⁹ FDDs provide students the opportunity to work and study documents that are actually used in offering and selling franchises and to see how different practitioners approach the same requirement or regulation.

A third useful category of teaching materials consists of principal cases in franchising law and related disciplines. Cases may be downloaded, printed, and provided to students in paper form. Increasingly, as part of their law school benefits, law schools provide students free access to cases online through Westlaw and Lexis. The professor should provide case citations to the students sufficient for them to obtain cases on either platform and also possibly on Google and other case research platforms such as Fastcase.³⁰

The business and advertising marketplace and news media are filled with additional ancillary materials. A professor can readily obtain samples

26. See generally FRANCHISING, *supra* note 22.

27. See CAL. DEP'T FIN. PROT. & INNOVATION, *Self Service Portal*, <https://docqnet.dfp.ca.gov/search>; IND. SEC'Y OF STATE, SECS. DIV., *Securities Portal*, <https://securities.sos.in.gov/public-portfolio-search>; MINN. COMMERCE DEP'T, *Commerce Actions and Regulatory Documents Search (CARDS)*, <https://www.cards.commerce.state.mn.us/CARDS>; WIS. DEP'T OF FIN. INSTS., *Franchise Search*, <https://www.wdfi.org/apps/FranchiseSearch/MainSearch.aspx>.

28. CAL. CORP. CODE § 31110; HAW. REV. STAT. § 482E-3(c); 815 ILL. COMP. STAT. §§ 705/5; 705/10; IND. CODE § 23-2-2.5-9; MD. CODE ANN. BUS. REG. § 14-214; MINN. STAT. § 80C.02; N.Y. GEN. BUS. LAW § 683.1(1); N.D. CENT. CODE § 51-19-03; OR. REV. STAT. § 650.005 et seq.; R.I. GEN. LAWS § 19-28.1-5; S.D. CODIFIED LAWS § 37-5B-4; VA. CODE ANN. § 13.1-560; WASH. REV. CODE § 19.100.020(1); WIS. STAT. § 553.21.

29. 16 C.F.R. §§ 436.3-436.5.

30. Fastcase is an online, subscription-based legal research database, comparable in some ways to Lexis and Westlaw. See, e.g., Mary Whisner, *Getting to Know Fastcase*, 106 L. LIBR. J. 473 (2014).

of franchisor advertising on the internet. News media often discuss developments affecting franchising and at franchised businesses. Providing students with news helps the students recognize that the subject of the course is something vibrant and active, and that the law discussed in the course has real-life application.

VII. Examination, Grading, and Other Administrative Issues

Most franchise law classes are taught by franchise law practitioners as adjunct professors, who are initially unfamiliar with law school administrative requirements. These may include taking daily attendance, office hours, preparing and administering examinations, delivering grades or pass/fail reports, and complying with a host of other administrative rules. Some law schools invite adjunct faculty to attend some faculty meetings. Some require attendance. Some do not include adjunct faculty in such meetings.

Additional administrative matters include personal conduct mandates, both guidance for and restrictions on interrelations with students, as well as sexual harassment policies, and becoming familiar with a range of the institution's other policies and procedures. There is also the mundane—issues such as assignment of a classroom, gaining access to the building, and arrangements for parking. All of these may be substantially impacted by responses to COVID-19, often mandating virtual classes presented over the internet on platforms such as Zoom.³¹

The brave new world of teaching law may involve various modalities of presentation from traditional in-person teaching, to online teaching, to a mixture of both. A few law schools now teach exclusively online,³² and a growing number of established schools offer online programs.³³ Many started online coursework for the first time in 2020 and may need to do so for the foreseeable future. These evolving circumstances require the professor to become proficient with Zoom or other web-based formats, like Webex or Microsoft Teams, used by the law school. Often the law school will provide tutorials and equipment such as headsets. Professors will learn how to use the shared screen function to post written materials, and creative professors will search for visual materials to aid teaching. Internet presentations can be synchronous with all students watching and participating in real

31. See, e.g., Gregory W. Bowman, *Law School in the Age of Covid-19*, W. VA. LAW., Summer 2020, at 10 (due to COVID-19, faculty and staff moved quickly to transform West Virginia University Law School to a virtual, online law school).

32. E.g., ABRAHAM LINCOLN LAW SCHOOL, www.alu.edu; AMERICAN HERITAGE UNIVERSITY SCHOOL OF LAW, <https://ahulaw.com>; CONCORD LAW SCHOOL, www.concordlawschool.edu; ST. FRANCIS SCHOOL OF LAW, <https://stfrancislaw.com>; TAFT LAW SCHOOL, www.taftu.edu/.

33. See e.g., Yvonne M. Dutton, Margaret Ryznar & Kayleigh Long, *Assessing Online Learning in Law Schools: Students Say Online Classes Deliver*, 96 DENV. U. L. REV. 493, 494 (2019) (“Law schools in the United States are increasingly embracing the benefits of new technology and meeting student demand for increased flexibility by investing in online education”; and noting that as of July 2018 at least thirty of the top one hundred law schools offered online courses as part of their curriculum).

time, or asynchronous which means students watch videos by themselves. Often professors will assign written responses of various forms to monitor and consider each student's progress.

Professors may offer courses on a graded basis or pass-fail. Methods of evaluating student progress and mastery of the subject resemble methods available in other courses. The professor typically administers an examination, which can be in-class or take-home. Examinations may consist of long or short essay questions addressing hypothetical fact scenarios. Questions may ask students to recognize whether a franchise relationship is present, identify issues, evaluate issues, make a judgment or decision, or state how they would resolve issues as a counselor or advocate. Another type of question might ask students to develop a practical, plan of action. Typically, take-home examinations would both require and provide students an opportunity to perform a more in-depth analysis of the questions asked because they allow students more time and freedom to investigate. Examinations can also consist of multiple-choice questions and can be closed-book or open-book. The professor can modulate the difficulty of the questions based on whether the exam is open or closed book.

VIII. Conclusion

What is the best method to teach franchise law? Socrates famously peppered his students with questions, compelling them to think critically analyze an issue, and by this process of dialectic, arrive at deeper understandings of consequential matters, even if definitive answers were rarely, if ever, attained. By questioning, examining, and experimenting with objectives, curriculum, and methodologies, better franchise law courses will evolve. Franchising law is an increasingly recognized subject area. The subject is of interest to students and provides room for creativity by those who teach the subject. Accompanying this article are sample course outlines that may be a useful resource for a professor developing one's own outline and may also be useful to anyone seeking to have a deeper understanding of the subject.

APPENDIX

This appendix includes sample course outlines. These are based on and modified from samples collected by the ABA Forum Professors Committee.

1. Sample Course Outline I³⁴

Course Title: Franchise Law

Outline for a Course Taught Over Four Days, Three-Hours of Lecture Per Class

Units: 1

Course Overview

Franchising is important to the economy. It is important in Orange County, California, home to the head offices of Del Taco, El Pollo Loco, Wienerschnitzel, Yogurtland, PIP Printing, and Money Mailer. Thousands of franchised businesses provide millions of jobs, and billions of dollars of business. With quick service restaurants, gas stations, hotels, and others, all consumers are customers of franchised businesses.

This course examines the business laws, the nature of franchising in its legal context, and laws that apply to business franchises, including key contract and trademark issues; contract formation, good faith performance, breach, termination, renewal, and assignment; trademark creation, protection, and infringement; and remedies.

Abuses in franchising led the federal government, California, and several states to adopt special rules for franchises. This course considers these regulations. This course also considers antitrust issues (e.g., price fixing, tying, vertical non-price restraints) and trade secrets.

After this course, students will have an overview of many different areas of business law, and a background in the business sector, providing students with a head start toward a position with one of the nation's thousands of franchisors or one many law firms that practice franchising law.

Course Materials

FRANCHISING: CASES, MATERIALS & PROBLEMS (Alexander M. Meiklejohn ed. 2013) [hereinafter FRANCHISING]

Actual Franchise Agreement and Franchise Disclosure Document, to be provided.

³⁴. Adapted from the syllabus for the franchise course taught by David Gurnick at University of California, Irvine School of Law.

Course Syllabus

Class Session 1: 3 hours

Franchising—Introduction and Overview

Course overview:

- History of franchising (Selections from Chapter 1 of FRANCHISING).
- Different distribution methods (e.g., pure trademark licenses, product distributorships, employer-employee and company-owned chain operations, partnerships, joint ventures, and sales agencies) (Selections from Chapters 7 and 12 of FRANCHISING).

Formation, Structure, Contents, and Performance of Franchise Agreements

Goals: This section of the course will cover the following topics related to franchise agreements:

- Review contract formation elements (offer, acceptance; consideration).
- Do black-letter contract formation elements and provide full legal background for entering into franchise contracts.
- Understand additional requirements of the law (disclosure and cooling-off periods), practical conditions (exchange of documents and approvals) before entering into a franchise agreement, and impacts on franchisor and franchisee if rules are not satisfied.
- Review a franchise agreement, discuss structure, and key elements.
- Review and discuss variant and related agreements: area development agreements, multi-unit development agreements, subfranchising agreements, and area representative agreements.
- Understand scope of mutual obligations under a franchise agreement and covenant of good faith and fair dealing implied in business contracts and unconscionability.
- Participate in negotiation and contract drafting exercise.

Reading Requirements: Students should review sample franchise agreement and franchise disclosure document.

Learning Outcomes: Students will: (1) learn the interesting history of the development of franchising from early forms of distribution to today's widespread integration in the economy; (2) be introduced to and understand there are different methods of distributing goods and services; (3) be introduced to the format, structure and contents of a typical franchise agreement; (4) review and see basic contract concepts (offer, acceptance, consideration, etc.) applied in the franchise context; (5) gain an understanding of additional conditions to formation imposed by franchise law/regulations; (6) receive an introduction to ancillary agreements (area development agreements, multi-unit development agreements, subfranchising agreements, etc.); (7) review

the covenant of good faith and fair dealing; and (8) engage in a negotiation and drafting exercise.

Class Session 2: 3 hours

Franchise Regulation

Goals: This section of the course will cover the following topics related to franchise regulation:

- The abuses in franchising as well as the legislative and administrative response (including that of the FTC) involving registration and pre-sale disclosure requirements and regulation of the ongoing relationship.
- The presale registration and disclosure requirements that are conditions to offering and selling franchises.
- The interplay between federal and state franchise registration and disclosure laws; issues relating to a regime of government enforcement compared to private enforcement actions.
- Government investigations by the FTC and by state enforcement agencies.
- The constitutionality of regulation.

Reading Requirements: Students should read portions of Chapters 8, 9, 10 and 11 of **FRANCHISING**.

Performance and Breach

The section of the course will discuss elements of performance of a franchise agreement, and ways it can be breached and related issues, such as encroachment.

Termination, Expiration, and Renewal

Goals: This section of the course will cover the following topics related to termination, expiration, and renewal:

- Contractual breaches that can result in termination of a franchise.
- Reasons one party desires to end the relationship
- Effects of termination and remedies for wrongful termination.
- Expiration compared to termination or completion of other kinds of contracts (like, discreet transactions).
- Laws that restrict grounds for termination or non-renewal of a franchise agreement.

Reading Requirements: **Students should read portions of Chapter Eleven of FRANCHISING.**

Learning Outcomes: Students will gain a deeper understanding of (1) the approach used by the federal and state governments to regulate offers and sales of franchises; (2) characters and issues in the ongoing relationship,

contrasted with discreet transactions like sales of goods or one-time services; (3) the grounds, conditions and procedures for contract termination and nonrenewal and significant implications of termination and nonrenewal.

Class Session 3: 3 hours

Intellectual Property in Franchising: Trademarks Copyrights, Trade Secrets, Patents; Issues Related to Intellectual Property—Vicarious Liability; Covenants Not to Compete

Goals: This section of the course will cover the following topics related to intellectual property in franchising:

- The various forms of intellectual property with an emphasis on what is a trademark; how it is selected; how it is used; and its resulting importance to a franchise system.
- The various ways trademark rights can be lost by misuse; rules of infringement; laws that apply to trademarks; and trademark disputes in franchise relationships.
- The related company doctrine; its intersection with the law of agency; and resulting vicarious liability issues in franchising.

Reading Requirements: Students should read portions of Chapters 2, 3, and 4 of FRANCHISING.

Learning Outcomes: Students will gain an introduction, overview and survey of the fundamental areas of intellectual property and competition law: trademarks, copyrights, trade secrets, patents, vicarious liability in its relationship to intellectual property and licensing/franchising; and reasons for and restrictions in covenants not to compete in their relationship to intellectual property and licensing.

Class Session 4: 3 hours

Antitrust

Goals: This section of the course will cover antitrust basics, including rules against dealer termination, rules against price fixing, vertical restraints, and tying, and how these issues arise in franchising.

Reading Requirements: Students should read portions of Chapter 5 of FRANCHISING.

Disputes Resolution: Mediating, Arbitrating and Litigating Franchise Disputes

Goals: This section of the course will cover practical issues in litigating franchise disputes, including the importance of jurisdiction and venue in franchising, litigation strategies, arbitration and mediation; implications of procedural choices, financial considerations, insurance, and the impact of franchisee associations on litigation.

Mediation exercise.

Guest Speaker: This class should include a presentation by counsel from a local franchise company and time for question and answer.

Ethical Responsibilities

Goals: This section of the course will identify ethical and professional responsibility issues in franchise law representation. This section will include a course review.

Reading requirements: Students should read *Beverly Hills Concepts v. Schatz*.³⁵

Learning Outcomes: Students will be introduced to antitrust law, as well as to dispute resolution, including understanding and distinguishing between mediation, arbitration, and litigation, and to a discussion and analysis of the ethical responsibilities of lawyers, applied in the real-world context of practicing franchising law and business franchise relationships.

2. Sample Course Outline II³⁶

Course Title: Franchise Law

Outline for a one unit course taught on one weekend day over two consecutive weekends, eight hours per day (sixteen hours total).

Course Overview

Franchising has an enormous impact on the American economy with estimates of as much as fifty percent of all retail sales occurring through franchise outlets.³⁷ This survey course will review and dissect a modern franchise agreement, providing a detailed examination of practical contract law in the business world. The class will also study many other fields of business law including agency, antitrust, arbitration, trade secrets, and trademark law. Two state franchise statutes will be carefully examined, providing a road map for working with new and unfamiliar statutes. The class is recommended not only for those interested in business law, but those planning in practicing in other areas of law who seek an overview of business and contract law.

35. *Beverly Hills Concepts v. Schatz & Schatz*, 1997 Conn. Super. Lexis 178, *aff'd in part & rev'd in part*, 717 A.2d 724 (Conn. 1998) (found on page 619 of FRANCHISING, *supra* note 22).

36. Adapted from the syllabus for franchise course taught by Peter Lagarias at John F. Kennedy School of Law.

37. David J. Kaufmann, *An Overview of the Business and Law of Franchising*, 2013 WL 3773409, at *1 (June 2013) ("Franchising is an economic force so remarkably powerful that today it accounts for approximately 40 percent of all retail sales transacted in the United States."); Howard Yale Lederman, *What Makes a Franchise*, 87 MICH. B.J. 23 (Sept. 2008) (noting that franchising accounts for fifty percent of all retail sales and one trillion dollars in sales annually in the United States) (citing U.S. GEN. ACCOUNTING OFF., GAO-01-776, FEDERAL TRADE COMMISSION ENFORCEMENT OF THE FRANCHISE RULE 5 (2001)).

Course Objectives

The course seeks to present an overview of franchise and distribution law. This field of law is a certified specialization area of the Office of Legal Specialization of the State Bar of California.³⁸

The course seeks to provide students with an understanding of a complex business contract from the business world, an exemplar modern franchise agreement. This course will examine not only why particular provisions are included in franchise agreements, but also how and why provisions might be changed from franchisor and franchisee perspectives.

The course seeks to review an exemplar real world franchise disclosure document. Students will be asked whether the disclosures are useful, complete, or overwhelming and confusing.

The course seeks to study two consumer protection statutes in depth: the California Franchise Investment Law³⁹ and the California Franchise Relations Act.⁴⁰ Students will address these statutes for typical California statutory attributes: legislative purposes, definitions, coverage and liability, remedies, and other provisions.

Syllabus

Topic 1: Introduction to Franchising.

- a. History of Franchising.
- b. Legal Specialization in California and Franchise and Distribution Law.

Topic 2: Overview of Franchise Disclosure Laws and Franchise Disclosure Document (FDD).

- a. The Federal Trade Commission Franchise Disclosure Rule.⁴¹
- b. FDD Items 1 through 23.
- c. The California Franchise Investment Law.⁴²
- d. Definition of a franchise.⁴³
- e. Disclaimers in franchise disclosure.⁴⁴

Topic 3: Overview of a Franchise Agreement—Table of Contents

Topic 4: Preambles and Grant—(Franchise Agreement preambles and grant provisions).

38. See requirements for certification as a specialist at www.calbar.ca.gov/Attorneys/Legal-Specialization/Becoming-a-Certified-Specialist.

39. CAL. CORP. CODE § 31000 et seq.

40. CAL. BUS. & PROF. CODE § 20000 et seq.

41. 16 C.F.R. § 436.1 et seq.

42. CAL. CORP. CODE § 31000 et seq.

43. *Gentis v. Safeguard Bus. Sys., Inc.*, 71 Cal. Rptr. 2d 122 (Ct. App. 1998).

44. *Courad, LLC v. Kidville Franchise Co.*, 109 F. Supp. 3d. 615 (S.D.N.Y. 2015).

Topic 5: Franchised Location and Territorial Rights.⁴⁵

Topic 6: Royalties (royalties provision).

Topic 7: Operational Manual (operation manual provision).⁴⁶

Topic 8: Operating Assistance (operating assistance provision).

Topic 9: Franchisee's Operational Covenants.

Topic 10: Advertising.

Topic 11: Quality Control and Product Restrictions, Sherman Antitrust Act.⁴⁷

Topic 12: Trademarks.

- a. The Lanham Act.⁴⁸
- b. California Franchise Relations Act.⁴⁹
- d. *Autozone, Inc. v. Tandy Corporation*.⁵⁰
- e. *S & R Corp. v. Jiffy Lube International, Inc.*⁵¹

Topic 13: Reports.

Topic 14: Transfer.

Topic 15: Term and Renewal.

Topic 16: Default and Termination.

Topic 17: Business Relationships.

- a. Vicarious liability and agency law.⁵²

Topic 18: Non-compete Provisions.⁵³

Topic 19: Trade Secrets.⁵⁴

Topic 20: Choice of Law.

Topic 21: Jury Trial Waiver.⁵⁵

45. *Burger King Corp. v. Weaver*, 169 F.3d 1310 (11th Cir. 1999); *Scheck v. Burger King Corp.*, 756 F. Supp. 543 (S.D. Fla. 1991).

46. Gillian K. Hadfield, *Problematic Relations: Franchising and the Law of Incomplete Contracts*, 42 STAN. L. REV. 927 (1990).

47. 15 U.S.C. § 1 et seq.; *State Oil Co. v. Khan*, 522 U.S. 3 (1997).

48. 15 U.S.C. §§ 1111, 1124–1125.

49. CAL. BUS. & PROF. CODE § 21000 et. seq.

50. *Autozone, Inc. v. Tandy Corp.*, 373 F.3d 786 (6th Cir. 2004).

51. *S & R Corp. v. Jiffy Lube Int'l, Inc.*, 968 F.2d 371 (3d Cir. 1992).

52. *Patterson v. Domino's Pizza, LLC*, 177 Cal. Rptr. 3d 539 (Ct. App. 2014).

53. CAL. BUS. & PROF. CODE §16600.

54. Uniform Trade Secrets Act, 14 U.L.A. 433; *see also, e.g.*, Cal. Uniform Trade Secrets Act, CAL. CIV. CODE § 3426.1 et seq.

55. *Grafton Partners L.P. v. Superior Court*, 32 Cal. Rptr. 3d 5 (Ct. App. 2005).

Topic 22: Limitation of Remedies and Class Actions.

Topic 23: Mandatory Arbitration.⁵⁶

Topic 24: Transactional and Other Business Considerations.

- a. Franchisor perspective: franchising and alternatives to franchising.
- b. Franchisee perspective: obtaining a franchise versus starting own business.
- c. FDD and franchise agreement drafting for the franchisor.
- d. FDD review and franchise agreement negotiation for the franchisee.
- e. Subfranchisors, area developers, and other agreements.
- f. Franchisee associations and group actions.

3. Sample Course Outline III⁵⁷

Course Title: Franchise Law

Outline for a Course Taught Over six weeks, one class per week, two hours per class.

Students should expect to spend approximately two hours outside of class on reading and preparation for each hour in class.

Casebook: *FRANCHISING: CASES, MATERIALS & PROBLEMS* (Alexander M. Meiklejohn ed. 2013) [hereinafter *FRANCHISING*]

Other materials: will be provided by the Professor.

Syllabus

Week 1: 2 hours

Introduction to franchise law; administrative matters; summary of subjects to be covered.

Assignments: *FRANCHISING* xxv–xxxi in the Introduction;

FRANCHISING 19–26.

Sample brief submitted by instructor to federal court.

Week 2: 2 hours

The FTC Franchise Rule:⁵⁸

56. Federal Arbitration Act, 9 U.S.C. § 1 et. seq.; *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333 (2011); *Doctor's Assocs., Inc. v. Casaroto*, 517 U.S. 681 (1996); *Bridge Fund Cap. Corp. v. Fastbucks Franchise Corp.*, 2008 WL 3876341 (E.D. Cal. 2008), *aff'd*, 622 F.3d 996 (9th Cir. 2010).

57. The authors thank Stanley Dub who kindly provided the outline that this sample is based on, for a course taught by Mr. Dub at Case Western Reserve School of Law.

58. 16 C.F.R. § 436.1 et seq.

- i) Coverage and exemptions.
- ii) The franchise disclosure document.
- iii) Enforcement, including state legislation.

Assignments: FRANCHISING read Chapters 8 and 9, pp. 363–443.

Also provided is an FDD for a restaurant franchise. Students are encouraged to briefly review this while studying Chapter 9. Note that the FDD includes a number of required exhibits, including the franchise agreement.

For week 3, students will write their own section of a hypothetical franchise agreement. Students will be provided materials in the Week 2 class, describing a contract provision to be included in a hypothetical franchise agreement.

Week 3: 2 hours

Discussion of franchise agreements.

The class will discuss franchise agreements generally and discuss the homework assignment and other contract drafting examples.

In the writing assignment and the Week 3 discussion, students may wish to refer to the restaurant franchise agreement referred to above. This is optional.

Assignment: Read Chapter 6 of the FRANCHISING (“Typical Contract Terms”) In reading these sixty-four pages, students need not read the cases, and need not read the “Questions.” Students should read the various discussions of subjects typically included and the samples of contract language provided.

Week 4: 2 hours

First hour—Relationship and termination laws.

Second hour—Begin common law litigation issues.

Assignment: Chapters 11 and 13 of FRANCHISING. (You need not read the cases in Chapter 11. Read all of Chapter 13.)

Week 5: 2 hours

Continue Common Law Litigation issues; Discussion of *Bower v. Zounds Hearing Franchising, LLC* case.⁵⁹

Assignment: Discussion will continue based on Chapter 13 of FRANCHISING. Read these cases:

1. *Tele-Save Merchandising Co. v. Consumers Distributing Company*⁶⁰
2. *Cottman Transmission Systems, LLC v. Kershner*⁶¹

59. *Bower v. Zounds Hearing Franchising, LLC*, 2017 WL 898042 (N.D. Ohio Mar. 7, 2017).

60. *Tele-Save Merch. Co. v. Consumers Distrib. Co.*, 814 F.2d 1120 (6th Cir. 1987).

61. *Cottman Transmission Sys., LLC v. Kershner*, 492 F. Supp. 2d 461 (E.D. Pa. 2007).

3. *Zounds Hearing Franchising, LLC v. Bower*⁶²

Week 6: 2 hours

First 45 minutes—Review for exam.

Rest of Class Period—Final exam (60 minutes recommended, 90 minutes allowed).

Assignment: Study for final exam.

4. Sample Course Outline IV⁶³

Course Title: Franchising

Outline for a course taught over ten weeks, two classes per week, seventy minutes per class.

Week One, Class 1:	History of Franchising
Week One, Class 2:	Structure of Franchise Relationships
Week Two, Class 3:	Trademarks and Trade Dress
Week Two, Class 4:	Trademarks and Trade Dress
Week Three, Class 5:	Common Law Doctrines in Franchising
Week Three, Class 6:	Anti-Trust Principles Affecting Franchise Law
Week Four, Class 7:	Franchise System Trade Secrets—Copyright
Week Four, Class 8:	The FTC Franchise Rule—FDD—Drafting, interpretation, requirements.
Week Five, Class 9:	The FTC Franchise Rule—FDD—Drafting, interpretation requirements—the Franchise Agreement
Week Five, Class 10:	The FTC Franchise Rule—Franchise Agreement, continued.
Week Six: No Class—	Spring Break
Week Seven, Class 11:	State Franchise Relationship Laws
Week Seven, Class 12:	Realities of Franchising—Guest Speaker, CEO of Franchising Company, Presentation and Time for Questions and Answers
Week Eight, Class 13:	State & Federal Disclosure Requirements & Issues

62. *Zounds Hearing Franchise, LLC v. Bower*, 2017 WL 4399487 (D. Ariz. Sept. 9, 2017).

63. The authors thank Roger Schmidt who kindly provided the outline on which this sample is based for a franchise law course taught by Mr. Schmidt at Baylor Law School.

- Week Eight, Class 14: Mergers & Acquisitions in Franchising
Week Nine, Class 15: Protecting Private Data in a Franchise System
Week Nine, Class 16: Controlling Your Franchise Brand on Web 2.0—
Internet & Social Medias
Week Ten, Class 17: Dispute Resolution in Franchising
Week Ten, Class 18: Classes End, review if schedule and time permits.

5. Sample Course Outline V⁶⁴

Course Title: Franchise Law

Outline for a course taught over fifteen weeks (one class per week for fourteen weeks and one week for final exam), one hour and fifty minutes per class

Text: *Franchising Cases, Materials & Problems*, Alexander M. Meiklejohn, Lead Editor

This syllabus is provided prior to the start of the course and is subject to change. Grading will be based on one short writing assignment, an oral and visual presentation, and class participation. Grades may be raised or lowered by 1/3 (a plus or minus) for class participation (or lack thereof). We may have guest lecturers and participants from time to time.

Students are expected to complete reading assignments prior to the class that week and come to class ready to discuss the material. Note taking during class is encouraged; audio and/or visual recording are prohibited.

Learning Outcomes for this Course:

First Tier Learning Outcomes

Outcome 1: Graduates are expected to demonstrate competency in legal analysis and reasoning and legal problem solving.

Specific Criteria

Graduates are expected to demonstrate competency in the following:

1. Reading cases, statutes and regulations effectively to glean rules and—if in play—the developmental history and policies underlying the rules.
2. Recognizing issues and possible rules implicated in new and unfamiliar factual situations.
3. Applying applicable rules effectively to understand potential arguments and counter-arguments in new and unfamiliar factual situations.

64. The authors thank Nichole Micklich, who kindly provided the outline on which this sample is based for a course taught by Ms. Micklich at Quinnipiac University School of Law.

4. Assessing what additional facts may need to be gathered for appropriate analysis of a legal issue.
5. Assessing the relative strength of arguments and predicting likely outcomes effectively for legal issues.
6. Analyzing applicable rules and facts to formulate and evaluate potential solutions to legal problems.

Outcome 2: Graduates are expected to demonstrate competency in oral and written communication in the legal context.

Specific Criteria

Graduates are expected to demonstrate the following:

1. Competency in cogently communicating analysis and advice orally in a range of settings and contexts.
2. Competency in listening effectively to clients and others.
3. Competency in cogently communicating analysis and advice in writing across a range of types of writings (e.g., memos, briefs, and client letters).
4. At least a basic understanding of principles of logic and rhetoric.
5. At least novice-level understanding of and competency in a spectrum of advocacy skills.

Second Tier/IP Learning Outcome 2: Concentration graduates are expected to demonstrate at least a novice-level competency in oral and written communication in the legal context as relates to intellectual property matters.

Specific Criteria

Concentration graduates are expected to demonstrate the following:

1. Competency in listening effectively to clients and others in order to understand and address clients' IP matters.
2. Understanding of, and competency in, a spectrum of oral and written advocacy skills on behalf of IP clients.
3. Competency in listening and in oral and written communication modes.

Standard 310 of the American Bar Association's Accreditation Standards requires that for each credit hour earned, a student must do an amount of work that reasonably approximates at least 50 minutes of classroom instruction per week and at least an average of 120 minutes of out-of-class work per week for fifteen weeks.⁶⁵ Out-of-class work includes class preparation,

65. AM. BAR ASS'N, ABA STANDARDS AND RULES OF PROCEDURE FOR APPROVAL OF LAW SCHOOLS 2020–2021, at 22 (2020), www.americanbar.org/content/dam/aba/administrative/legal_education_and_admissions_to_the_bar/standards/2020-2021/2020-21-aba-standards-and-rules-for-approval-of-law-schools.pdf.

post-class review, outlining, time spent on written and other class assignments, meeting with study groups, meeting or otherwise communicating with the professor to discuss course-related topics, and exam preparation. The fifteen-week period includes one week for examinations.

Based on the average length and difficulty of the reading assignments and the number and average difficulty of other course exercises and assignments, four (4) or more hours of out-of-class work will be required on average per week to prepare adequately for class, complete all assignments, master the course material, and perform satisfactorily on all course assessments.

At the end of the course, students will be asked to indicate approximately how much out-of-class time they have spent per week per credit hour in this course, so please be mindful of this requirement as the course progresses.

Class 1—Introduction to Franchising

Class 2—The Franchise Agreement

Assignment: Chapter 6, pp. 237–99 mandatory

Familiarize yourselves with the sample coffee house Franchise Agreement

Class 3—Registration & Disclosure, The Federal Trade Commission Rule, Chapter 8

Class 4—State Franchise Sales Laws & Relationship Laws, Chapter 10, pp. 445–500 and 531–35; Chapter 11, Introduction

Class 5—Trademark Law, Chapter 2, pp. 27–59

Class 6—Trademark Law, continued, Chapter 2, pp. 59–88

- *TracFone Wireless, Inc. v. Clear Choice Connections, Inc.*⁶⁶
- *Oakville Hills Cellar, Inc. v. Georgallis Holdings, LLC*⁶⁷

Class 7—Copyright Law

Chapter 3, pp. 89–94, 97–103 (skip Problem 3.2), 104–11, 123–38, and 142–45; *Bill Graham Archives v. Dorling Kindersley, Ltd.*⁶⁸

Class 8—Copyright Law, continued

Hand in Draft Writing Assignment

Chapter 4

Class 9—Antitrust Principles – Chapter 5, pp. 185–210 and 229–36, Chapter 5, pp. 210–29 (optional)

Class 10—Termination

66. *TracFone Wireless, Inc. v. Clear Choice Connections, Inc.*, 102 F. Supp. 3d 1321 (S.D. Fla. 2015).

67. *Oakville Hills Cellar, Inc. v. Georgallis Holdings, LLC*, 826 F.3d 1376 (Fed. Cir. 2016).

68. *Bill Graham Archives v. Dorling Kindersley, Ltd.*, 448 F.3d 605 (2d Cir. 2006).

HAND IN FINAL WRITING ASSIGNMENT

Chapter 11, pp. 537–68 and 579–94

Class 11—Post-Term Obligations

- *Outdoor Lighting Perspectives Franchising, Inc. v. Harders*⁶⁹
- *Novus Franchising, Inc. v. Dawson*⁷⁰
- *Jackson Hewitt, Inc. v. Davis Dupree-Roberts*⁷¹
- *SmallBizPros, Inc. v. Terris*⁷²

Class 12—Who Owns the Goodwill?; Catch-Up and Review

Chapter 11, Section III pp. 568–79

- *Neptune T.V. Appliance Service, Inc. v. Litton Microwave Cooking Products Division, Litton Systems, Inc.*⁷³
- *LaGuardia Associates v. Holiday Hospitality Franchising, Inc.*⁷⁴
- Conn. Gen. Stat. § 42-133f

Class 13—Dispute Resolution, Remedies, Recovery

- *Sanford v. Maid-Rite, Corp.*⁷⁵
- *Fowler v. Cold Stone Creamery, Inc.*⁷⁶
- *Michelin N. Am., Inc. v. InterCity Tire & Auto Center, Inc.*⁷⁷
- *Dunkin' Donuts Franchising, LLC v. SAI Food Hospitality, LLC*⁷⁸
- *Powerhouse Motorsports Group, Inc. v. Yamaha Motor Corp.*⁷⁹

69. *Outdoor Lighting Persps. Franchising, Inc. v. Harders*, 747 S.E.2d 256 (N.C. Ct. App. 2013).

70. *Novus Franchising, Inc. v. Dawson*, 725 F.3d 885 (8th Cir. 2013).

71. *Jackson Hewitt, Inc. v. Davis Dupree-Roberts*, 2013 WL 4039021 (D.N.J. Aug. 7, 2013).

72. *SmallBizPros, Inc. v. Terris*, 2014 WL 12573673 (M.D. Ga. June 10, 2014).

73. *Neptune T.V. Appliance Serv., Inc. v. Litton Microwave Cooking Prods. Div., Litton Sys., Inc.*, 462 A.2d 595 (N.J. Super. Ct. App. Div. 1983).

74. *LaGuardia Assocs. v. Holiday Hosp. Franchising, Inc.*, 92 F. Supp. 2d 119 (E.D.N.Y. 2000).

75. *Sanford v. Maid-Rite, Corp.*, 2014 WL 1608301 (D. Minn. Apr. 21, 2014).

76. *Fowler v. Cold Stone Creamery, Inc.*, 2013 WL 6181817 (D.R.I. Nov. 25, 2013).

77. *Michelin N. Am., Inc. v. InterCity Tire & Auto Ctr., Inc.*, 2013 WL 4525144 (D.S.C. Aug. 26, 2013).

78. *Dunkin' Donuts Franchising, LLC v. SAI Food Hosp., LLC*, 2013 U.S. Dist. LEXIS 181752 (E.D. Mo. Dec. 31, 2013).

79. *Powerhouse Motorsports Grp., Inc. v. Yamaha Motor Corp.*, 164 Cal. Rptr. 3d 811 (Ct. App. 2013).