

## PROFESSOR CRUMP

Welcome to Texas Pretrial Procedure! This is a valuable course, but it is full of detail that simply has to be learned. Nevertheless, you will be much more capable as a lawyer than you would be without it.

This is a list of readings from the casebook and other sources. The list is not exhaustive. There will be certain other readings, and it may at times become necessary to deviate from the syllabus. I will attempt to let you know sufficiently in advance if this occurs.

Certain readings are set out in CAPITAL letters. These cases or readings are to be emphasized. Others are in lower case; this indicates that our treatment of the case will be by lecture, and it accordingly indicates that you should not concentrate on that case as heavily as upon other readings. I hope that this device will help you manage the reading better!

**OVERVIEW**

-Text at 1.01 (1-3).

**I. THE PRE-LITIGATION PHASE**

*Omit: Various Text and Notes; Hoover Stovack LLP v. Walton.*

*Emphasize: Contingent Fee Contract and Notes; Reneker article; One-, Two-, and Four-Year Limitations Statutes; S.V. v. R.V.; Practice Exercises.*

**1.02. INITIATING THE ATTORNEY-CLIENT RELATIONSHIP****A. FEES AND FEE CONTRACTS**

-Text, 4-6; Notes (13)

-CONTINGENT FEE CONTRACT (14) AND NOTES

**B. AVOIDING CONFLICTS OF INTEREST**

-Text, [1] 18-19; Text [f]-[g], 20.

**1.03. CASE EVALUATION, ACCEPTANCE, SETTLEMENT**

-RENEKER ARTICLE (22)

End Class #1 – 15 pgs

**1.04. PRE-LITIGATION FACT-GATHERING**

-Text, 24

**1.05. PRELIMINARY PROCEDURES**

-Text, 32, down to but not including health care liability claims (omit bottom 35-top 36).

**1.06 LIMITATIONS**

-Text and Statutes, 36-37 (Emphasize ONE-, TWO-, AND FOUR-YEAR STATUTES AND RESIDUAL STATUTE, P. 42)

-Text and S.V. V. R.V. (45); Notes 1-4 (52)

-PRACTICE EXERCISE #1 (57)

End Class #2 – 29 pgs

**II. EMERGENCY AND INTERIM RELIEF**

*Omit: Various Text and Notes; Statutes at 72-73; Practice Exercise #6.*

*Emphasize: Weber article; Monroe v. GMAC; Practice Exercise #2.*

## **2.01. TRO'S AND INJUNCTIONS**

- Rules 682-83, 692 (1<sup>st</sup> sentence)
- J. WEBER, SO YOU NEED A TRO (59); Text 63; Charter Medical Corp. v. Miller (64)

## **2.02. OTHER INTERIM RELIEF (FOR CREDITORS)**

### **A. SEQUESTRATION**

- Text, 65; Statutes, 65; MONROE V. GMAC (68)

### **B. LIS PENDENS**

- Text and statute, 70-71

### **C. SELF-HELP REPOSSESSION**

- Text, 71

## **2.03. INTERIM RELIEF FOR THE UNSECURED CREDITOR**

- Text, 72 (omit statute provisions); Text 73-74 (through paragraph headed "Contents"); Text 74-75 (through paragraph headed "Contents")
- PRACTICE EXERCISE #2

## **2.04. WRONGFUL USE OF SPECIAL REMEDIES**

- Barfield v. Brogdon (81)

End Class #3 – 24 pgs

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## **III. SUBJECT-MATTER JURISDICTION**

*Omit: Peek v. Equipment Serv. Co.; Statutes, 124-28; Gonzalez v. Reliant Energy Inc.; Practice Exercise #6; § 3.05.*

*Emphasize: Practice Exercises #3, 4, 5.*

### **3.01. OVERVIEW OF TEXAS COURTS**

- Text, 87; Chart, 88

### **3.02. CONSTITUTIONAL AND STATUTORY OVERVIEW**

- Text, 88-99; Text 99-105
- Summary 105; PRACTICE EXERCISE #3 (105); Rule 500.3(a), (d) (selected Justice Ct. rules)

### **3.03. AMOUNT IN CONTROVERSY**

- Text, 107-108; United Services Automobile Ass'n v. Brite (108); Notes 2-4 (111-12)

End Class #4 – 23 pgs

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- Text (112-115)

- PRACTICE EXERCISE #4 (115)

### **3.04. COMPETING JURISDICTIONAL GRANTS**

#### **A. DISTRICT COURT LAND-TITLE GRANT V. JUSTICE COURT EVICTION**

- Text, 119; Dass Inc. v. Benjie Smith (119); Notes 1, 2, 5 (122-23)

#### **B. PROBATE JURISDICTION**

- Text, 124 (2 paragraphs this page only); PRACTICE EXERCISE #5 (129)

## **IV. PERSONAL JURISDICTION**

*Omit: Various Texts and Notes; pp. 158-177 (Guardian Royal, CMMC, and Michiana cases and most of Note 1, but read Moki Mac case in Note); PHC Minder v. Kimberly-Clark; Practice Exercise #9; Choice Auto Brokers v. Dawson; Notes, 199; In re Florenza; Grabell article, 215; Bavarian Autohouse v. Holland; Dawson-Austin v. Dawson; In re General Electric; pp. 259-267.*

*Emphasize: Practice Exercises #7, 8, 10, 11; Moki Mac v. Drugg (176); Notes 1-4 (221); McKanna v. Edgar; Special Appearance Form.*

**4.01. GENERAL PRINCIPLES (A FIRST-YEAR REVIEW)**

-Text, pp. 147-50; Text, bottom 150

End Class #5 – 20 pgs

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**4.02. TEXAS PERSONAL JURISDICTION**

**A. THE GENERAL LONG-ARM STATUTE**

-Text and Statutes 151-52; Notes 1, 3, 4, 5, 6, 9 (152-56)

-PRACTICE EXERCISE #7 (156)

**B. SPECIFIC JURISDICTION**

-Text, 158; Moki Mac River Expeditions v. Drugg (Note case, 178-79)

**C. GENERAL JURISDICTION**

-Text, 182; MOKI MAC RIVER EXPEDITIONS V. DRUGG (182); DAIMLER AG V. BAUMAN (note case) (191)

-Note 1 (188); PRACTICE EXERCISE #8 (189)

**4.03 THE FAMILY- CODE LONG-ARM STATUTES**

-Text and statute 198-99; Note 2 (205) (mentioning UCCJEA); Note 6 (205-09) (summarizing PKPA)

**4.04. SERVICE OF PROCESS**

**A. DUE PROCESS REQUIREMENTS**

-Text, 209; Peralta v. Heights Med. Ctr. (210)

End Class #6 – 19 pgs

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**B. TEXAS STATUTES AND RULES**

*1. Strict Compliance*

-Rule 106; Text, 213; Wilson v. Dunn (214); NOTES 1-4 (218-19)

*2, 3, 4. Techniques, Waiver, Limitations*

-Rules 99, 103 (1<sup>st</sup> sentence), 107; Text, 219-26

*5. Citation by Publication*

-Text, 227-28

**C. SECRETARY OF STATE SERVICE**

-Text, 229; McKANNA V. EDGAR (229); Text, 230-31; Campus Investments, Inc. v. Cudlever (232); Rule 108; Text, 233; PRACTICE EXERCISE #10 (234)

**4.05. CHALLENGING JURISDICTION**

**A. SPECIAL APPEARANCE**

-Rules 120a, 122; Text, 235; SPECIAL APPEARANCE FORM (236); Notes 1-3 (238)

-PRACTICE EXERCISE #11 (251)

End Class #7 – 24 pgs

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**B. FORUM NON CONVENIENS**

-Text and statute (252-55)

**APPENDIX:** Personal Jurisdiction and the Texas Bar Exam (263). Consider questions from 2001, 2002, 2022, 2014.

**V. VENUE**

*Omit: Various Notes; Practice Exercise #15; Ruiz v. Conoco; Wilson v. Texas Parks and Wildlife.*

*Emphasize: In re Missouri Pacific RR; Velasco v. Texas Kenworth Co.; Practice Exercises #12, 13, 14, 16.*

#### **5.01. THE BASIC VENUE SCHEME (GENERAL RULE)**

-Text and statutes, 269-70.

##### **A. DEFENDANT'S RESIDENCE**

-Text, 270; MIJARES V. PEREZ (270) and notes.

##### **B. DEFENDANT'S PRINCIPAL OFFICE (ENTITIES)**

-Text and statute (bottom 272); IN RE MISSOURI PACIFIC RR Co. (273); Notes 2-3.

##### **C. SUBSTANTIAL PART OF EVENTS OR OMISSIONS**

1. *Torts*: Text (279); VELASCO V. TEXAS KENWORTH CO. (279); Note, 281.

2. *Contracts*: KW Construction v. Stephens & Sons Concrete Contractors (282); Note (287).

##### **D. CONVENIENCE TRANSFERS**

-Text, 287-88.

End Class #8 – 24 pgs

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#### **5.02. EXCEPTIONS TO THE GENERAL RULE**

##### **A. TYPES OF EXCEPTIONS** – Text, 289.

##### **B. MANDATORY AND PERMISSIVE EXCEPTIONS** – Text and statutes, 290-95.

-PRACTICE EXERCISE #12 (295).

##### **C. MULTIPLE CLAIMS AND PARTIES**

1. *Multiple Claims*: A Word about Joinder (296); Text, 296; PRACTICE EXERCISE #13

2. *Multiple Defendants*: Text and statutes, 298; PRACTICE EXERCISE #14

3. *Multiple Plaintiffs; Intervention*: Text and statute, 299; Surgitek, Bristol-Myers Corp. v. Abel (300); Notes 1-2

##### **D. COUNTERCLAIMS, CROSS-CLAIMS, AND THIRD-PARTY CLAIMS**

-Note about Joinder, 304; Text and statute, 304

End Class #9 – 17 pgs

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#### **5.03. LITIGATING VENUE RIGHTS**

-Rule 86; Rule 87(2)(a); Rule 87(3)(a); Text and forms, 305-10; PRACTICE EXERCISE #16

-Carlile v. RLS Legal Solutions (311); Notes 1-3

-Text on Appellate Review (317)

#### **5.04. CONTRACTING FOR VENUE**

-Text (325).

#### **5.05. CHANGE OF VENUE FOR IMPARTIAL TRIAL**

-Rule 257; Text, 326; Notes

#### **5.06. MULTIDISTRICT LITIGATION**

-Text and statute, 329-333.

End Class #10 – 18 pgs

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**APPENDIX:** Venue and the Texas Bar Exam. Consider questions from 2001, 2002, 2012, and 2016.

## **VI. PLEADINGS**

*Omit: Various Text and Notes; Willock v. Bui; Weingartens v. Price; Birchfield v. Texarkana Memorial Hosp;; §§ C-D 383-84; Texas Dep. Of Parks v. Miranda; Bauer v. Valley Bank; Greenhalgh v. Service Lloyds Ins. Co.; Royal Typewriter Co. v. Vestal; Practice Exercise #20; Emphasize: City of Houston v. Crabb; Notes, 368; Practice*

*Exercises #17, 18, 19; McKamey v. Kinnear; Wyatt v. Shaw Plumbing Co., Echols v. Bloom; Panditi v. Apostle.*

**6.01. HISTORIAL BACKGROUND** – Text (341).

**6.02. OVERVIEW OF PLEADINGS** – 343-44

**6.03.-04. PLAINTIFF’S PETITION**

-Sample Petition (345); Notes

**A. GENERAL PRINCIPLES AND FORMAL ELEMENTS** – Text, 348; Rule 21(b-d, f) (filing, including electronic; service); Rule 47 (contents)

**B. PLEADING A “CAUSE OF ACTION”**

-Text, 349-50 (to end of [1])

-Text on Fair Notice, 352; Rules 45, 47; Castleberry v. Goolsby Bldg. Corp. (352): CITY OF HOUSTON V. CRABB (353); Notes 1-4, 354

End Class #11 – 17 pgs

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-Chart, 358

-WHITE V. JACKSON (359)

-Text on Fair Notice (365); Petition, Answer, Order, Amended Petition (365-70); NOTES, 370-71

-Rule 56; Text, 371; Note 1, 372

-Rule 47; Text on Demand for Relief (376)

-Rule 13; Text and Statutes on Certifications and Sanctions (377)

**6.05. MOTIONS TO DISMISS (“NO BASIS”)**

-Rule 91a.1, 91a.7; Text [A]-[B], 383-85

**6.06. DEFENDANT’S ANSWER**

**A.-B. CONTENTS AND FUNCTION**

-Text, 387; PRACTICE EXERCISE #17

**C. SPECIAL EXCEPTIONS**

-Rules 90-91; Text, 388; McKAMEY v. KINNEAR (389)

End Class #12 – 19 pgs

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-Notes 1-4 (392); Notes 7-8 (393-95); PRACTICE EXERCISE #18 (396)

**D. PLEA IN ABATEMENT**

-Text, 397; WYATT V. SHAW PLUMBING CO. (397); Notes 1, 3

**E. PLEA TO THE JURISDICTION**

-Text, 401; Note 1 (407)

**F. THE GENERAL DENIAL (WHICH MEANS, “PROVE IT”)**

-Rule 92 (1<sup>st</sup> paragraph); Text, 409; Bahr v. Kohr (409); Notes

**G. SPECIAL DENIALS** – Text, 411

1. *Conditions Precedent*: Text, 412; Rules 54, 93; Dairyland Mut. Ins. Co. v. Roman (413)

2. *Verified Denials (Execution)*: Text, 415; Note 1 (416)

3. *Verified Denials (Capacity)*: Text, first two paragraphs, 417

-PRACTICE EXERCISE #19 (419)

**H. AFFIRMATIVE DEFENSES**

-Rule 94; Text, 419; ECHOLS V. BLOOM (420)

End Class #13 – 18 pgs

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**6.07. AMENDED AND SUPPLEMENTAL PLEADINGS**

-Text, 423; Burnett v. File (424)

-Text on Supplemental Pleadings, 430; Note 2 (432); R. 66, 67 (trial amendament)

## **6.08. SPECIALIZED PLEADINGS**

### **A. THE SWORN ACCOUNT**

-Text, 433; Rule 185; PANDITI V. APOSTLE (433): first two paragraphs, Text, 435-36;  
Text on Defenses, 438; Sample Petition, 439

### **B. TRESPASS TO TRY TITLE**

-Rules 783, 788, 791; Text part [D], 442-45

### **C. EVICTION**

-Rule 510.3, 510.5

### **D. EXPEDITED ACTIONS**

-Rule 169(a)(1), (d)

**APPENDIX:** Pleadings and the Texas Bar Exam. Consider questions from 2010, 2012, 2015.

## **VII. PARTIES (SELECTED ISSUES ONLY)**

*Omit: Various Text and Notes; Ingersoll-Rand v. Valero Energy; Notes (465); Practice Exercise #21; In re Union Carbide; Clayton v. Mony Life Ins. Co.; Brookes v. Northglen Ass'n; Notes 3-5; Southwestern Refining Co. v Bernal and rest of the chapter to the end. Emphasize: Nothing in this chapter.*

### **7.01. PERMISSIVE JOINDER OF CLAIMS**

-Text (451)

### **7.02. PERMISSIVE JOINDER BY PLAINTIFF**

-Rule 40; Text, 452; Russell v. Hartford Ins. Co. (452); Note 5 (458).

### **7.03. JOINDER BY DEFENDANT**

#### **A. COUNTERCLAIMS**

-Rule 97(a); Text, 459

End Class #14 – 18 pgs

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-Jack H. Brown Co. v. Northwest Sign Co. (464)

#### **B. CROSSCLAIMS**

-Rule 97(e); Text 471; Note 1-2.

### **7.04. PERMISSIVE JOINDER BY DEFENDANTS: THIRD PARTY ACTION**

-Rule 38(a); Text (473).

### **7.05. INTERVENTION**

-Text, 478; Rule 60.

### **7.06. INTERPLEADER**

-Text, 484; Rule 43 (1<sup>st</sup> sentence only); Notes 1-2 (489).

### **7.07. COMPULSORY JOINDER**

-Text, 490; Rule 39(a).

### **7.08. CLASS ACTIONS**

-Text, 496; Rule 42(a), b3).

## **VIII. PRECLUSION**

*Omit: Most of the chapter. Read only what is indicated here.*

*Emphasize: None of the chapter.*

### **A. CLAIM PRECLUSION: MERGER AND BAR OR RES JUDICATA**

-Text at § 8.01 (517); Text beginning bottom of page (517-518); Barr v. Resolution Trust Corp. (519).

## **B. ISSUE PRECLUSION: COLLATERAL ESTOPPEL**

-Text (529).

## **C. PARTIES BOUND**

-Text (534); *Benson v. Wanda Petroleum Co.* (534).

End Class #15 – 17 pgs

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## **IX. DISCOVERY: PURPOSES, SCOPE, USES**

*Omit: Various Text and Notes; In re CSX Corp.; In re Dana Corp.; Axelton, Inc. v. McIlhany; Tom L. Scott, Inc. v. McIlhany; Evidence Rules, 604-06.*

*Emphasize: Practice Exercises #23, 24, 25, 26; In re National Lloyds Ins. Co.; In re Team Transport; Lindsey v. O'Neill; In re Continental General Tire.*

**9.01. INTRODUCTION**, Text, 551-56; PRACTICE EXERCISE #23, Nos. 1-2 only (skip forward to p. 577 for this)

### **9.02. DISCOVERY AND ATTORNEY OBLIGATIONS**

-Dorsaneo Text, 557; Texas Lawyer's Creed, 558-64

### **9.03 "RELEVANT," "NOT PRIVILEGED"**

#### **A. THE "REASONABLY CALCULATED" STANDARD**

-Rule 192; Text, 562; *K-Mart v. Sanderson* (562); *IN RE NATIONAL LLOYD'S INS. CO.* (567); Notes 2, 4 (569).

-Text on Witnesses, etc., 570; Notes 1, 3 on Insurance and Settlements, 574

-PRACTICE EXERCISE #23(rest of it)

#### **B. PRIVILEGE AND OTHER LIMITS**

-Text on Work Product, 579; *National Tank Co. v. Brotherton* (580)

End Class #16 – 21 pgs

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-Text on Witness Statements, 585; *IN RE TEAM TRANSPORT* (586); Notes, 585; Notes 2, 3 (588-89)

-PRACTICE EXERCISE #24

-Text on Expert Witnesses, 590; *LINDSEY V. O'NEILL* (591); PRACTICE EXERCISE #25

-Text on Other Privileges, 600; Text on Constitutional Privileges, 601; Text on Attorney-Client Privilege, 602; down to bottom 602, but not including the rule itself; Notes 1-2 (605)

-Text on Trade Secrets, 605; *IN RE CONTINENTAL GENERAL TIRE* (606)

### **9.04. PRESERVATION AND WAIVER OF PRIVILEGES**

#### **A. WRITTEN DISCOVERY**

-Rules 193.2-.3(a-b); Text, 616-619

End Class #17 – 17 pgs

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-*IN RE DUPONT* (619); PRACTICE EXERCISE #26 (624)

#### **B. INVOLUNTARY AND INADVERTENT DISCLOSURE**

-Text, 625; Practice Exercise #27

#### **C. WAIVER BY OFFENSIVE USE – Text, 627**

**APPENDIX:** Scope of Discovery and the Texas Bar Exam. Consider questions from 2005, 2014.

## **X. DISCOVERY--THE INDIVIDUAL DEVICES**

*Omit: Various Text and Notes; Stelly v. Papania (662); Text, 694.*

*Emphasize: All practice exercises; Notes 1, 4 (639); In re Weekley Homes; Wheeler v. Green; Note 8 on Apex (674); Alvarado v. Farah Mfg. Co; Transamerican Natural Gas v. Powell*

### **10.01. INTRODUCTION**

-Text note, 633; Text note, 635; PRACTICE EXERCISE # 28 (637).

End Class #18 – 17 pgs

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### **10.02. DISCOVERY DEVICES**

#### **A. WRITTEN DISCOVERY**

(1) *Requests For Disclosure*: Rule 194; Text, 638; NOTES 1, 4 (639)

(2) *Interrogatories*: Rule 197; Text, 640; PRACTICE EXERCISE # 29

(3) *Requests For Production and Inspection*: Rule 196; Text, 641; In re Kuntz; NOTES 1, 3, 4

-Rule 196.4; Text, 647; IN RE WEEKLEY HOMES (648); NOTES 1-3

End Class #19 – 19 pgs

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(4) *Third Party Subpoenas*: Rule 176; Text (659); Notes 1-3 (670)

-PRACTICE EXERCISE # 30

(5) *Requests For Admissions*: Rule 198; Text, 661; Rule 4 (computing time); WHEELER V. GREEN (664); Notes 2, 3, 5; PRACTICE EXERCISE # 31

#### **B. ORAL AND NON-WRITTEN DISCOVERY**

(1) *Depositions*: Text, 668; Text, 668-669; Notice of Deposition Form, 669; Notes 1, 3; Subpoena Form (671)

-Rules 191, 195.4, 196(2)(a), 199, 203

-Notes 5, 6, 7, 9, 10 (672-77)

-NOTE 8 ON APEX DEPOSITIONS, 674

End Class #20 – 23 pgs

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-Text, 677; Notes, 678

-Rule 202.1(a)-(b) (depositions before suit)

-PRACTICE EXERCISE # 32 (679)

-Text, 679; Notes, 680; PRACTICE EXERCISE # 33 (681)

(2) *Motions For Physical or Mental Examination*: Rule 204(c); Text, 682; Coates v. Whittington (682); Note 1.

### **10.03 AMENDMENT AND SUPPLEMENTATION**

-Rules 193.5-6, 195.6, 215.5; ALVARADO V. FARAH MFG. CO. (687); Notes 1, 3, 6, 8

### **10.04 SANCTIONS**

-Rule 215.1(a), (d); 215.2(b); 215.4(b); Text, 695; TRANSAMERICAN NATURAL GAS V. POWELL (695); Notes 2, 5, 6, 7; PRACTICE EXERCISE # 34

**APPENDIX:** Discovery Devices and the Texas Bar Exam. Consider questions from 2003, 2011.

End Class #21 – 17 pgs

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## **XI. DISPOSITION WITHOUT TRIAL**

*Omit: Various Text and Notes; Mathis v. Bocell (730); Cooper v. Circle Ten Council.*

*Emphasize: Science Spectrum v. Martinez; Moore v. K-Mart; Kerlin v. Arias*

### **11.01. DEFAULT [AND DISMISSAL]**

-Rule 165(a) (1<sup>st</sup> 3 sentences); Rules 239, 239a, 241, 243; Text, 713; Morgan v. Compugraphic Corp. (714); Notes 1, 3, 5



## **11.02. SUMMARY JUDGMENT**

### **A. STANDARDS**

- Text, 719; Rule 166a (c), (f)
- SCIENCE SPECTRUM, INC. V. MARTINEZ (722)
- Text on No Evidence Motions (724); Rule 166a(i); MOORE V. K-MART INC. (725)

End Class #22 – 19 pgs

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- Notes (730); Text on Hybrid Motions (731)

### **B. PROCEDURE AND EVIDENCE**

- Text, 731; KERLIN V. ARIAS (731)
- Text, 733; Notes, 740

**APPENDIX:** Disposition without Trial and the Bar Exam. Consider questions from 2001, 2004.

## **XII. SETTLEMENT AND ADR**

*Omit: Various Notes and Text.*

*Emphasize: Knutston v. Morton Foods Inc. in Note 1 (756); Robert Wise Article (772)*

### **12.01. EFFECTS OF SETTLEMENT**

- Text, 751; Tex, 753; McMillen v. Klingensmith (757)

End Class #23 – 17 pgs

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- KNUTSON V. MORTON FOODS INC. IN NOTE 1 (760); Notes 2-3 (through p. 765)

- Rule 167.2(a), 167.4(a)-(b) (offer of settlement)

- Rule 11; Leal v. Cortez (765); Notes 1, 3

### **12.02. ADR**

- Overview (773-76)

End Class #24 – 17 pgs

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- ROBERT K. WISE ARTICLE (777)

- Text on Arbitration (783-89)

- Text on Other Types of ADR (789-91)

**APPENDIX:** ADR and the Texas Bar Exam

End Class #25 – 16 pgs

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## MY POLICIES FOR CONDUCTING CLASS

### PROFESSOR CRUMP

1. Welcome to the Course in Texas Pretrial Procedure! This is an important subject to study: it isn't always fascinating, but it is among those in which your hard work is most likely to be rewarded when you practice law.

It is necessary to implement policies or rules for such a class. Therefore, please understand the businesslike tone of the following items.

2. You Need Not Communicate With the Professor Concerning the Reasons for Your Absences. If you are absent, I always assume you have a good reason. As long as you comply with the law school's attendance requirements, I don't need to know the reason.

3. You Need Not Communicate With the Professor Concerning Your Unpreparedness. If you are unprepared on a given day when I happen to call on you, my approach is to go ahead and call on you. The (relatively mild) sanction for occasional unpreparedness is that you must stand up and admit it. For this and other reasons, I request that you not inform me about unpreparedness. I assume (and I think your classmates assume) that even good students may be unprepared occasionally. (I may, however, call on you again in the near future, and I do begin to take unpreparedness more seriously if it occurs repeatedly.)

4. It Is Your Responsibility to Read Forward in the Casebook according to the Syllabus so as to Be Prepared for Class. Unless I otherwise indicate, we shall go straight through the syllabus. There will be a few occasions when we shall deviate, and I'll try to let you know about that well in advance.

5. Hold Up Your Hand Before Talking; Realize That the Professor Can't Always Recognize Everyone and Must Determine When We Must Move Along. This will be a large class, and there is no responsible way to teach it without covering a lot of ground. I have to consider the need to cover the material and the need to bring a variety of students into the discussions. Therefore, please hold up your hand before speaking out. Please understand if we have to cut off discussion and move on.

6. SPEAK LOUDLY When You Are Called On. Every student must speak loudly enough for everyone else to hear. Conversely, one of the skills you should learn is how to stand up in a group of people and speak extemporaneously and persuasively on difficult subject matter. One of the habits that will most annoy your classmates is speaking so that they have to strain to hear you.

7. Practice Examination; Final Examination; Grading. Your grade for the course will be determined by an anonymous final examination. At appropriate times during the semester, I'll try to help you to know what to expect.

8. Attendance. It is required that you comply with the law school's attendance requirements, which mandate 80% attendance.

9. Seating Chart. Please sit in your assigned seat. Even if you come in late or leave early for emergency reasons, occupy your assigned seat.

10. Disability. Any student with a disability requiring accommodation should explain both to the professor (except as to the exam, for which accommodation is to be arranged through the law school administration).

Counseling and Psychological Services (CAPS) can help students who are having difficulties managing stress, adjusting to the demands of a professional program, or feeling sad and hopeless. You can reach CAPS ([www.uh.edu/caps](http://www.uh.edu/caps)) by calling 713-743-5454 during and after business hours for routine appointments or if you or someone you know is in crisis. No appointment is necessary for the "Let's Talk" program, a drop-in consultation service at convenient locations and hours around campus. [http://www.uh.edu/caps/outreach/lets\\_talk.html](http://www.uh.edu/caps/outreach/lets_talk.html).

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