Syllabus (Revised)

*It’s 4 A.M. Do you know where your car is?*

**Course Coverage and Approach**

In 1999, the National Conference of Commissioners on Uniform State Law (NCCUSL) and the American Law Institute (ALI), promulgated a comprehensive revision to Uniform Commercial Code Article 9: Secured Transactions, with the stated goal that all 50 states and the District of Columbia enact it to take effect on July 1, 2001. Unlike most recent efforts to revise or amend the Code, NCCUSL and the ALI got almost exactly what they sought: 45 jurisdictions enacted Revised Article 9 in time to meet the “target” effective date of July 1, 2001; and, by spring 2002, Revised Article 9 was in effect in all 50 states and the District of Columbia. Among other things, Revised Article 9 significantly expanded the scope of the prior Article 9, streamlined filing procedures and requirements, and is substantially more detailed and contains significantly more explicit exceptions the its general rules than did its predecessor.

Revised Article 9 (at some point, enough time will have passed that attorneys, judges, and law professors just call it “Article 9” – but we’re not there yet), on which we focus our attention in this course, governs security interests in, and to some extent non-Article 9 liens against, personal property. In addition to studying Revised Article 9 (and related UCC provisions), we will also spend some time reading about and discussing non-UCC state law governing liens against personal property for unpaid debts and federal bankruptcy law – both of which frequently interact with Revised Article 9, as well as with each other. I will teach this course using both cases and problems – with emphasis on the latter.

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1. REPO MAN (Edge City/Universal 1984).

2. For example, the ALI and NCCUSL promulgated a comprehensive revision of UCC Article 1 in 2001. As of August 1, 2008, 33 states (including Nevada) had enacted Revised Article 1, and a bill enacting Revised Article 1 has passed both houses in Illinois, but the governor had not yet signed it. In 2003, the ALI and NCCUSL promulgated amendments to UCC Articles 2 and 2A, some of which had been the subject of discussions and debates for nearly twenty years. As of August 1, 2008, only one state (Oklahoma) had enacted any of the 2003 amendments to Article 2 and 2A and only two other state legislatures (Kansas and Nevada) had even considered bills proposing to enact the 2003 amendments. By contrast, as of August 1, 2008, 30 states (including Nevada) had enacted the comprehensive revision of UCC Article 7 that the ALI and NCCUSL also promulgated in 2003.
Goals and Objectives

I aspire, at a minimum, to teach you the fundamentals of the law governing security interests in and other liens on personal property, including

♦ the scope of Revised Article 9 and other relevant statutory and common law,
♦ how creditors create and memorialize security interests and other liens against personal property,
♦ what rights a security interest or other lien gives a creditor against a debtor and against others who claim an interest in the debtor’s personal property,
♦ what actions, if any, a creditor must take to perpetuate its rights against the debtor and against others who claim an interest in the debtor’s personal property, and
♦ what remedies a creditor has against a defaulting debtor, and what steps a creditor must take in order to realize the benefits of those remedies,

as well as some of the practice and theory underlying that body of law and shaping its continuing development. I also hope to inspire you to critically evaluate the applicable law, relevant authorities, and the conclusions one should draw from them.

Class Meetings

This class is scheduled to meet Wednesdays from 10:05 a.m. to 11:30 a.m. and Fridays from 10:35 a.m. to 12:00 p.m. August 22nd through November 21st, except for Friday, October 31st (Nevada Day). Our classroom is Room 102.

In the event that I must miss a scheduled class meeting, I reserve the right to schedule a make-up class. At present, I have a scheduling conflict on Friday, September 26th; so, we will likely have to make up that class meeting later in the semester. In addition to the scheduled class meetings, I may hold an optional review session prior to the final exam. If so, I will announce the date, time, and location well in advance.

Office Hours

My office is Room 428. My “posted” office hours this semester will be Wednesdays from 1:15 to 4:15 p.m. I am in my office (except for occasional forays to the Library or committee meetings) most afternoons and many mornings, too. Feel free to “drop in.” I will either see you at that time, or arrange a time to meet with you. I will also make every effort to accommodate you in the event that you would like to schedule an appointment either during or outside of my posted office hours. You may also e-mail me at keith.rowley@unlv.edu. I check my e-mail frequently, usually beginning around 8:00 a.m. and often as late as 1:00 a.m., whether I am in town or not. I will respond to your e-mails as promptly as I can, and will generally “cc” the whole class unless doing so would be inappropriate.
Required Materials

Our principal text will be James Brook, Problems and Cases on Secured Transactions (2008). You will also need the official UCC text and comments, selected provisions of the U.S. Bankruptcy Code, and selected Nevada statutory provisions. The relevant UCC and Bankruptcy Code provisions are reproduced in Ronald J. Mann, Elizabeth Warren & Jay L. Westbrook, Comprehensive Commercial Law: 2008 Statutory Supplement. Both titles are available at the UNLV Bookstore, from Aspen, and from various online booksellers.

I will also assign readings that are not included in either of the required texts. I will make these materials available as far in advance of the date we will discuss them as I can.

Optional Materials

For those students looking for additional discussion of topics we will cover this semester, I recommend William H. Lawrence, William H. Henning & R. Wilson Freyermuth, Understanding Secured Transactions (4th ed. 2007). This is the most up-to-date Article 9 hornbook. Alternatively, James J. White & Robert S. Summers, authors of the leading multi-volume UCC treatise, have condensed and updated some of their treatise material into Principles of Secured Transactions (2007). The law library also has several useful ABA publications available: Russell A. Hakes, The ABC’s of the UCC – (Revised) Article 9: Secured Transactions (2000), Fred H. Miller, The ABC’s of the UCC – (Revised) Article 1: General Provisions (2002), Timothy R. Zinnecker, The Default Provisions of Revised Article 9 (1999), and the recently-published Practice under Article 9 of the UCC (Stephen L. Sepinuck ed. 2008).

For those looking to test their ability to apply the legal concepts about which you will read and we will discuss in class, the law library and UNLV Bookstore have copies of James Brook, Secured Transactions: Examples & Explanations (4th ed. 2008), and Bruce A. Markell & Timothy R. Zinnecker, Questions & Answers: Secured Transactions (2003). There are also several good Article 9 tutorials available on-line from http://www.cali.org.

For the truly ambitious or genuinely interested, the law library has copies of a number of useful references, including White & Summers’s four-volume Uniform Commercial Code (5th ed.), Barkley & Barbara Clark’s two-volume The Law of Secured Transactions Under the Uniform Commercial Code, the late William D. Hawkland et al.’s multi-volume Uniform Commercial Code Series, Ronald A. Anderson & Lary Lawrence’s multi-volume Anderson on the Uniform Commercial Code, and the late Grant S. Gilmore’s two-volume Security Interests in Personal Property (1965). (Gilmore’s book obviously pre-dates Revised Article 9. However, as the principal draftsman of the original Article 9, his book offers valuable insights into what the

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Revised Article 9 drafters were revising and what they left as they found it.) I can suggest still other titles if you want to learn more.

Obviously, I do not expect any of you to read all of the foregoing this semester, this year, or even this lifetime. My aim is to offer you access to as much helpful information as you desire. I have my own copies of most of the above, as well as some other useful titles. If you find yourself pressed and unable to locate a resource that you want to review, come by my office. If I am in, and if the book you want is available, I will allow you to look at it in my office.

**Grades**

Grades are not a reflection of your value as a human being (nor, in many cases, your potential as a lawyer). However, they can be important, everything else being equal, in securing a certain summer job, a judicial clerkship, or other post-law school employment. I will make every effort to fairly evaluate your written and in-class performance and to assign you a grade that fairly reflects that performance.

**Exam**

The largest component of your grade for this semester will be your performance on the final exam, which is currently scheduled for **Friday, December 5th, at 9:00 a.m.** The final exam will include questions designed to test the breadth of your knowledge of the material we will have covered, the depth of your knowledge of particular topics, and your analytical skills. As the semester progresses, I will let you know the format of the exam and what materials you may use to assist you in taking the exam. I will also provide you with sample essay questions and answers from prior semesters.

**Written Assignments**

I anticipate making periodic written assignments and will factor your performance on those assignments into your course grade, *provided that doing so improves your course grade.* Each written assignment will be “optional” in the sense that you may choose whether to turn in an assignment or not. If you do, I will grade it; if you do not (or if you do, but perform poorly), it will not count “against” you, but the weight of your final exam grade will be more.

**Class Attendance and Participation**

The purpose of this course – to further teach you how to “think like a lawyer” about secured transactions and related matters – is best served by regular class preparation, attendance, and participation. As a consequence, I reserve the right to raise or lower your final grade by up to one-half letter based on your class attendance and class participation. Furthermore, ABA Standard 304(e) dictates that “[r]egular and punctual class attendance is necessary [for a student] to satisfy residence credit and credit hour requirements.” Therefore, I *reserve the right to drop any student from this class who misses seven or more class meetings (with or without excuse).* Alternatively, I reserve the right to reduce your course grade by one-half letter grade for each class you miss following your seventh absence.
Meaningful class participation will help your grade. Failure to meaningfully participate will hurt your grade. When asked a question, make your best effort to answer it. If you need additional information or clarification, ask for it. If you have something to add to the class discussion, raise your hand. However, try to make a habit of not speaking only “to hear the sound of your own voice.” I promise (your contrary impression notwithstanding) to do the same.

**Calculating Your Course Grade**

Current BSL policy permits me (1) to consider work graded nonanonymously and your classroom performance (as discussed above), as well as your performance on the anonymously-graded final exam; and (2) to combine anonymous and nonanonymous grade components after obtaining exam number identities from the registrar, provided that I disclose that fact in writing before the end of the first week of the semester. I hereby disclose.

I plan to calculate your course grade in the following manner:

<table>
<thead>
<tr>
<th>Component</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Final Exam</td>
<td>85-100%</td>
</tr>
<tr>
<td>Written Work</td>
<td>0-15%</td>
</tr>
<tr>
<td>Class Participation</td>
<td>-5% to +5%</td>
</tr>
</tbody>
</table>

Consider this my written disclosure to you that, as I have done for the entirety of my legal teaching career, I may decide whether to count your optional homework grades, if applicable, and will calculate your final course grade, including class participation, after I obtain your exam number identities from the registrar. Never fear. I take grades too seriously and value my reputation as a fair grader too much to play favorites.

**Class Assignments**

I will periodically distribute a Reading List. The required readings not included in Brook or your statutory supplement, and recommended or optional readings not included in Lawrence, Henning & Freyermuth, are available on-line using either Westlaw or Lexis and will be available on the LexisNexis course web page prior to the class meeting in which we discuss them.

I reserve the right to modify assignments as circumstances dictate. We are using a brand new casebook that does not break the material into chunks that fit logically into 26 class meetings. I will always try to tell you before the end of a particular day’s class what I expect to cover in the next class or two.

“On Call” Students

Students who are “on call” for a particular reading assignment remain on call for that assignment, regardless of when we cover the material in class. On days when you are “on call,” I expect you to attend (barring an excused absence) and to participate as I request. On days when you are not “on call,” you should attend and be prepared to participate as appropriate.
LexisNexis Web Course/Law School Portal

I will create a LexisNexis Web Course page, which will include an interactive “discussion board” and e-mail list. If you do not have a LexisNexis Custom ID or a Lexis password, please get one as soon as possible. If the e-mail address associated with your current LexisNexis Custom ID or a Lexis password is not the e-mail address you normally use, please update your e-mail address. You should check your e-mail and the web page for announcements and assignment changes, electronic versions of supplemental cases and handouts, sample questions and answers, etc. I may also post course materials, announcements, and assignments to the law school’s portal (with which I am not yet familiar). Unless I inform you otherwise, I will not post anything to the portal that I don’t post to the LexisNexis course web page.

Accommodating Disabilities

UNLV complies with the provisions set forth in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, offering reasonable accommodations to qualified students with documented disabilities. If you have a documented disability that may require accommodations, you will need to contact the Disability Resource Center (DRC). The DRC coordinates all academic accommodations for students with documented disabilities. The DRC is the official office to review and house disability documentation for students and to provide them with an official Academic Accommodation Plan to present to their professors if an accommodation is warranted. UNLV strongly discourages faculty from accommodating students without an Academic Accommodation Plan.

The DRC is located in the Student Services Complex (SSC), Room 137, and the contact numbers are: Tel: (702) 895-0866; TTY: (702) 895-0652; Fax: (702) 895-0651. For additional information, visit: http://studentlife.unlv.edu/disability/.