

**ARBITRATION THEORY & PRACTICE**  
**PROFESSOR MAUREEN WESTON**  
**PEPPERDINE UNIVERSITY SCHOOL OF LAW**

**(2-3 credit class)**

COURSE DESCRIPTION

Arbitration is a widely-used method of private dispute resolution in business, international, and, increasingly, consumer and employment transactions. This course examines the legal framework supporting arbitration, as well as introduces students to how the arbitration process works in a practical setting. We examine the legal framework in which arbitration operates, including the evolution of policy relating to the legitimacy and uses of arbitration, the interaction between state and federal arbitration law, arbitrator selection and ethical standards, judicial review of arbitration awards, class arbitration, court-annexed arbitration and issues raised by controversial uses of arbitration. Students will participate in a complete mock arbitration, as advocates or arbitrators.

COURSE MATERIALS

Huber & Weston, ARBITRATION: CASES AND MATERIALS (Lexis Pub.) (3<sup>rd</sup> ed. 2011)

Other supplemental readings, role-play exercises, as distributed or announced in class or posted on class TWEN website.

CONTACT INFORMATION:        [INSERT]

ASSIGNMENTS

The syllabus contains reading assignments and a description of class activities. Because of the need to familiarize you with the arbitration process quickly, some of the initial daily reading assignments are long. They contain information that you will rely upon throughout the course for class discussion and when participating in arbitration exercises. Where “note” is indicated on the syllabus, I will lecture on that topic and specific reading of that section is not required. To provide a more realistic and practical learning experience, our study of many of the principal cases in the casebook will take place in a mock “oral argument” setting, where students will act as advocates or judges. Please be prepared to participate accordingly. Also, please note that the course schedule may be revised to accommodate a guest speaker or other arbitration-related developments or opportunities. Any changes will be announced in class or via email/TWEN. ☺

ATTENDANCE POLICY

Your attendance, preparation, and participation are critical. Further, much of the learning takes place in group simulations and class discussions. Please attend all class sessions and participate fully in class activities. Per law school policy, students may miss no more than *[two]* unexcused absences. Students who accumulate more than *[two or three]* unexcused absences may receive an appropriate grade reduction (which might include a failing grade).

GRADING.    Grading in this course will be based upon, and weighted, as follows:

Class Participation & Reports	20%
Final Paper:	80% (due _____ -- via TWEN)

[Option 2: Final Exam. I will assign final grades based on the final examination, subject to the understanding that I may raise or lower a grade by up to one-half step (e.g., from a B+ to an A- or vice-versa) based on the criteria of sustained and meaningful participation.]

[Option 3: Take-home final exam]

ORAL SYNOPSIS OF FINAL PAPER: 5-10 minutes long.

The oral synopses are designed to offer students an opportunity to develop your thinking on a *work-in-progress* and to involve your classmates in the process. Students are encouraged to share their topics with the class in a natural, engaging and conversational style, and to allow time for questions/discussion. Students' questions and class discussion will also count toward Class Participation grades.

### FINAL PAPER

**Paper Topic** to be **submitted by [Week #8]** (a 2-3 paragraph description). Broad latitude in choosing topic, but must directly and primarily relate to arbitration law or practice issues, and not duplicate work for other courses. An outline may be submitted (optional) together with topic, as an opportunity for early feedback/suggestions.

A list of potential topics will be provided. Examples topics include your analysis of recent arbitration decisions by the U.S. Supreme Court or cases brewing in the federal and state courts, the proposed Arbitration Fairness Act, state options for regulating arbitration, due process protocols, judicial review and options for vacating arbitration awards, the debate on mandatory arbitration, class action arbitration, arbitral immunity, or the application of arbitration in specific contexts, such as sports, entertainment, labor, nursing homes, as well as the use of international arbitration. I am happy to discuss topics with each of you.

**Length and Context:** 15 -20 pages of substantive, scholarly, high quality, original writing (i.e. inclusive of footnotes). Standard size type (equivalent to Times New Roman 12 pt.) and 1" margin, double-spaced.

**Deadline:** Please submit papers via TWEN by \_\_\_\_\_, 11:59pm. Attached you will find the document "Special Instructions for On-line Paper/Exam Submissions via TWEN. Grading is anonymous. Direct your questions about final exam numbers and uploading your final to *[administrative staff]* \_\_\_\_\_.

### NOTE ON IMPORTANT ARBITRATION STATUTES

Arbitration law is largely grounded in statutes. In 1925 the United States Congress passed the Federal (or U.S.) Arbitration Act (FAA). In 1955, the Commissioners on Uniform State Laws (NCCUSL) approved and recommended for adoption by state legislatures the Uniform Arbitration Act (UAA). The UAA was adopted by 35 states and 14 others have adopted substantially similar legislation. The primary purpose for the FAA and the UAA is to make agreements to arbitrate disputes enforceable by courts. In 2000, the Commissioners on Uniform Laws approved and recommended for adoption by the states the Revised Uniform Arbitration Act (RUAA), which addresses many issues not specifically covered by the FAA and the UAA. The RUAA has been adopted by 15 states and the District of Columbia. The RUAA, with the drafters' explanatory comments, is available online at [http://www.nccusl.org/Act.aspx?title=Arbitration%20Act%20\(2000\)](http://www.nccusl.org/Act.aspx?title=Arbitration%20Act%20(2000)). The comments contain a wealth of information regarding the development of arbitration law since 1925, explanations for modifications to the UAA and discussion of amendments that were considered, but not adopted. They are an excellent resource for research papers and a general understanding of the arbitration process. The FAA, RUAA, and UAA are reprinted as Appendices A-C in the Casebook. Also note that international arbitration awards may be enforceable pursuant to the U.N. Convention on the Recognition and

Enforcement of Foreign Arbitral Awards (New York Convention). Appendix A, FAA, Chapter 2.

ARBITRATION REFERENCES

American Arbitration Association (AAA) [www.adr.org](http://www.adr.org)  
JAMS [www.jamsadr.com](http://www.jamsadr.com)  
National Arbitration Forum [www.adrforum.com](http://www.adrforum.com);  
International Chamber of Commerce <http://www.iccwbo.org/court/>  
Court of Arbitration for Sport <http://www.tas-cas.org/news>  
Charter of Commercial Arbitrators

SUPPLEMENTAL READINGS (As posted on TWEN or distributed in class)

1. Acet, *Conduct of the Arbitration Hearing*
2. Malden, *How to Win at Arbitration*
3. Arbitration Fairness Act of 2011 (re-introduced May 12, 2011) (S 987) (HR 1873)
4. State Arbitration Law Supplement (posted to TWEN)
5. Recent Supreme Court Arbitration Cases (see TWEN postings, syllabus entries)

## Arbitration Theory & Practice Course Schedule & Readings

### Week #1      Introducing and Defining Arbitration

**Read:** Chapter 1 (pp. 1-50)

**Consider:** Be prepared to describe how you are a party to an arbitration contract.  
If possible, bring a copy of the arbitration provision.

#### I. The Nature & Scope of Arbitration

- A. Introduction & Overview
- B. What is Arbitration?
- C. Arbitration's Historical Roots
- D. Arbitration Legislation: The FAA, UAA, RUAA, LMRA
- E. What is v. is *Not* Arbitration? Appraisal, Valuation & Similar Processes (skim)
- F. Fairness Issues in Arbitration (pp. 33-44)  
See e.g., *Marino v. Writers Guild of America, East, Inc.* (9<sup>th</sup> Cir. 1993);  
*Hooters v. Phillips*, 173 F.3d 933 (4<sup>th</sup> Cir. 1999).
- G. Arbitration without Assent? (pp. 45-50)
- H. A Roadmap for Studying Arbitration

### Week #2      Preemption & Role of State Law

**Reading:** Ch. 3 (133-191)

**Consider:** What may states do to regulate arbitration? What is the scope of the FAA?  
May parties avoid the FAA? The Role of State Arbitration Law

- A. Introduction: what is the interaction between state and federal arbitration law?  
Case Problem Analysis
- B. FAA Preemption
  - 1. *Southland Corp. v. Keating*, 465 US 1 (1984)
  - 2. *Allied-Bruce Terminex Co. v. Dobson* (US 1995)
  - 3. *Doctor's Associates, Inc. v. Casarotto*, (US 1996)
  - 4. *Casarotto v. Lombardi* (Mont. 1994), rev'd by (US 1996)
  - 5. *Comments & Questions*
  - 6. *Presten v. Ferrer*, 128 S.Ct 978 (2008)
- C. Federal Court Jurisdiction & the FAA  
Under FAA, Sec.4, federal court jurisdiction to compel arbitration requires underlying basis of federal court SMJ.
  - 1. *Vaden v. Discover Bank*, 129 S.Ct. 1262 (March 9, 2009) (applying "well pleaded complaint rule" requiring independent basis of federal SMJ to petition federal court to compel arbitration; state law counterclaims, even if preempted by federal law, do not provide basis to invoke federal court assistance pursuant to section 4 of the FAA).
  - 2. *Baltin v. Alaron Trading* (11<sup>th</sup> Cir. 1997)
  - 3. *Northport v. Rutherford* (8<sup>th</sup> Cir. 2010)
- D. Choice of Law Provisions
  - 1. *Volt Info. Sciences v. Stanford* (US 1989)
  - 2. *Mastrobuono v. Shearson Lehman* (US 1995)
- E. Choice of Forum Provisions [not assigned]
  - 1. *Carnival Cruise Lines v. Shute* (US 1991)
  - 2. *Keystone v. Triad* (Mont. 1998)

### **Week #3 Arbitrability & Determining Disputes and Parties Subject to Arbitration**

**Read:** Chapter 2 (pp. 51-74)

**Consider:** When does the court vs. arbitrator decide questions of arbitrability?

- A. Introduction: The Scope of Claims and Issues Referable to Arbitration  
Case Problem Analysis
- B. Gateway Issues: Who Decides Arbitrability -- Arbitrator or Court?
  - 1. *First Options v. Kaplan* (US 1995)
  - 2. *Hosam v. Dean Witter* (US 2002)
  - 3. Comments & Questions
- C. Separability Doctrine
  - 1. *Prima Paint* (US 1967)
  - 2. *Buckeye Check Cashing v. Cardegna* (US 2006)
  - 3. *Rent-a-Center West v. Jackson* (US 2010)

### **Week #4 Arbitration of Statutory Claims & Review of Arbitration Legislation**

**Read:** Chapter 2 (pp. 74-96)

**Consider:** How has the Supreme Court interpreted application of the FAA?

Arbitration Legislation: *Review text of FAA, UAA, and RUAA, 2000* [Appendices A-C]

- D. Arbitration of Statutory Claims (p. 74-96)
  - 1. Federal Securities Claims: Shifting Judicial Attitudes
    - a. *Wilko v. Swan* (SDNY 1952) (2<sup>nd</sup> Cir. 1952) (US 1953)
    - b. *Shearson/AmEx v. McMahon* (US 1987)
    - c. *Rodriguez v. Shearson/AmEx* (1989)
  - 2. Labor & Employment Claims:
    - a. *Gilmer v. Interstate Johnson, 500 US 24* (1991)
    - b. Note: *14 Penn Plaza v. Pyett*, 120 SCT 1456 (2009)  
(holding that provisions in CBAs that clearly and unmistakably require union members to arbitrate statutory claims are enforceable). Cf. *Wright v. Maritime* (1998); *Alexander v. Gardner-Denver* (1974).
    - c. Note Related Cases: *Circuit City v. Adams* (US 2001) (interpreting 'employment' exception in § 1); *EEOC v. Waffle House* (US 2002) (administrative agency not bound by mandatory arbitration contract).
  - 3. *Comments & Questions*
    - a. Other Statutory Claims – e.g., *Mitsubishi v. Soler* (1985) (antitrust)

#### **Practicum:**

Group Study of proposed Arbitration Fairness Act (prepare for next week)

Debate: PRO/CON: "Resolved, the benefits of pre-dispute arbitration clauses in consumer and employment agreements outweigh any public policy concerns."

#### **Distribute Arbitration Case File/Assign Roles**

## Week #5 Contract Law: Formation & Defenses (Unconscionability)

**Read** Chapter 2; Arbitration Fairness Act of 2011.

**Consider:** Under what circumstances may the arbitration obligation be avoided? Who decides? How? Prepare to debate whether Congress should amend the FAA and if so, how.

- E. Contract Formation: Arbitration Provisions (pp. 96-101)
  - 1. *Hill v. Gateway* (7<sup>th</sup> Cir. 1997)
  - 2. *Specht v. Netscape Communication* (2<sup>nd</sup> Cir. 2002)
- F. Unconscionability, Adhesion & Related Contract Defenses (pp. 102-125)
  - (recall fairness issues in *Hooters & Marino v. WGA* from Chapter 1)
  - 1. *Walker v. Ryan Steak Houses*
  - 2. *Laster v. ATT Mobility* (9<sup>th</sup> Cir. ), rev'd by
  - 3. *ATT Mobility v. Concepcion* (US 2011) (Supplement)
- G. Other Defenses, e.g., mutuality of remedy; capacity
- H. In Summary: Arbitrability, Gateway Issues & Defenses to Arbitration
  - 1. Lehrman, *On Arbitrability*

### **Class Legislative Debate: Arbitration Fairness Act**

**[Supp]**

## Week #6 Mechanics of the Arbitration Process: Getting to Arbitration

*Read:* Ch. 4 (pp. 199 – 250)

- A. Intro
- B. Pitfalls in Getting to Arbitration & How to Overcome Them
- C. Losing the Right to Arbitrate: Waiver
  - 1. *Nicolas v. KBR* (5<sup>th</sup> Cir. 2009)
  - 2. *Cabinetree v. Kraftmaid* (7<sup>th</sup> Cir. 1995)
  - 3. Standards for Deciding Waiver: The “*Peterson*” Factors
  - 4. Comments & Questions
  - 5. Do Courts or Arbitrators Decide Waiver?
  - 6. RUAA Commentary on Waiver
- D. Mediation as a Condition Precedent to Arbitration
- E. Pre-Arbitration (Interim Relief): By the Courts (pp. 222-231)
  - 1. *Toyo Tire Holdings. v. Continental Tire* (9<sup>th</sup> Cir. 2010)
  - 2. *Bradford-Scott v. Physician Computer Network* (7<sup>th</sup> Cir.1997)
  - 3. *Merrill Lynch*
  - 4. PMS Distributing
  - 5. Comments & Questions
- F. Recommendations for Addressing Interim Relief Issues (p.233)
  - 1. Wauk, *Preliminary Injunctions in Arbitrable Disputes*
  - 2. RUAA, Section 8 Provisional Remedies
- G. Interim Relief and Pre-Hearing “Orders by Arbitrators”
  - 1. Interim Relief: The Handoff from Court to Arbitrator
  - 2. Judicial Review of Pre-Award Arbitral Orders
- H. Pre-Hearing Conferences, Discovery, and Preliminary Matters
- I. Summary Disposition - RUAA 15(b)

## Week #7      The Arbitration Process

**Read:** Chapter 5 (pp. 251-300); prepare clause drafting exercise

**Consider:** What is important in drafting an arbitration clause?

- A. Dispute Resolution Clauses  
*Exercise: Drafting an Arbitration Clause*
- B. The Arbitration Proceeding
  1. AAA, *A Guide for Commercial Arbitrators*
  2. Mentschikoff, *Commercial Arbitration*
- C. Modification and Correction of Arbitration Awards: *Functus Officio*
  1. RUAA, Commentary to Section 20
  2. *Glass Molders, Pottery v. Excelsior Foundation* (7<sup>th</sup> Cir. 1995)
  3. *Brownsville General Hospital* (3<sup>rd</sup> Cir. 1999)

**Practicum: Attorneys interview witnesses, collect relevant information and documents, determine preliminary issues; prepare for the arbitration hearing.**

## Week #8      Arbitration Hearing

The entire class session will be devoted to conducting an arbitration hearing, including any preliminary motions to the court to compel arbitration.

*Note:* Arbitrator Awards and Party Post-hearing briefs due next class.

## Week #9      Arbitrator Selection, Role and Ethics

**Read:** Ch. 6 (pp. 301-)

**Consider:** Debrief the arbitration hearing and process. Consider the role (and power) of the arbitrator. Are arbitrators bound by any code of ethics? What is important in selecting an arbitrator? How may an arbitrator be disqualified (or sued)?

**Next:** What criteria is important in selecting an arbitrator? In seeking to disqualify an arbitrator?

- A. Arbitrator Selection and Role
  1. Party Selection of Arbitrators
  2. Provider/Administrative Agency Appointment Rules
  3. Court Appointment of Arbitrators
  4. Qualification and Standards for Arbitrators
- B. Professional Responsibility: Ethical Standards for Arbitrators
  1. ABA, Code of Ethics for Arbitrators in Commercial Disputes (2004)
  2. Ethical Standards for Party-Appointed and Canon X Arbitrators
  3. Disclosure of Interests and Relationships
  4. RUAA, Section 12
  5. *Positive Software* (5<sup>th</sup> Cir. 2007)
- C. State Efforts in Regulating Arbitrators & Provider Organizations
  1. *California Arbitrator Disclosure and Ethics Standards Regulations*
  2. Preemption Problems: *Credit Suisse v. Grunwald* (9<sup>th</sup> Cir.)
- D. Grounds for Disqualifying an Arbitrator: "Evident Partiality" and Bias
  1. *Commonwealth Coatings v. Cont'l Casualty* (US 1968)
  2. *Merit Insurance v. Leatherby Inc.* (7<sup>th</sup> Cir. 1983)
  3. RUAA Commentary on Sec. 12 and 14 (2000)
- E. Non-Neutral Neutrals: Structural Bias?

1. The *BDO Seidman* Cases
- E. Liability of Arbitrators and Arbitral Organizations**
1. RUAA Section 14, Immunity of Arbitrator
  2. Weston, *Reexamining Arbitral Immunity*
  3. Minnesota Attorney General v. National Arbitration Forum (supp)  
*National Arbitration Forum Trade Practices Litigation*, 2010 WL 605710 (D. Mn. 2010)  
What was the basis for the Minnesota AG's 53-page complaint against the National Arbitration Forum? Why did NAF and AAA decide to no longer administer consumer arbitration cases? Was this justified? What role (and impact) does an arbitration provider play? Is an immunity ruling immediately appealable?
    - Suppose a provider fails to provide a complete arbitrator disclosure and an award is vacated on those grounds? Does the party whose award was vacated have any recourse against the arbitrator or arbitration provider institution?

**Practicum: Arbitrator Selection & Ethics**

Debate PRO/CON: (1) All arbitrators appointed in cases involving interstate commerce should be bound by the Code of Ethics for Arbitrators in Commercial Disputes (2004); (2) States should adopt legislation governing provider organizations and arbitrators such as done in California; (3) Private arbitrators and provider organizations should receive [absolute] [qualified] [no] immunity.

**Week #10 Arbitrator Remedial Powers**

*Read:* Ch 7 (pp.370-410) and Rev. Univ. Arb. Act. (2000)

*Consider:* Do arbitrators have powers to order equitable relief and punitive damages? Should they?

- A. Introduction & Client Problem
- B. Standard Commercial Contract Provisions
- C. Remedial Authority of Arbitrators
  1. RUAA 21 Remedies, Fees, Expenses
  2. May Arbitrators Order Remedies Unavailable to Judges?
- D. Equitable Remedies: Performance, Reformation, Injunctions  
*Comedy Club v. Improv West* (9<sup>th</sup> Cir. 2009)
- E. Award of Punitive Damages by Arbitrators
- F. Statutory Rights, Arbitral Remedies & Remedy-Stripping Provisions
  1. *Pacificare v. Book* (US 2003)
  2. *Remedy-stripping provisions*
    - a. *Pokorney v. Quixitar* (9<sup>th</sup> Cir. 2010)

**Week #11 Judicial Review of Arbitral Awards**

*Read:* Ch 8 (pp. 411-470)

*Topics:* *Judicial Review of Arbitral Awards*

- A. Procedural Considerations in Obtaining Judicial Review of Arbitration Awards
  1. Jurisdiction
  2. Venue
  3. Confirmation and Statutory Timelines
- B. Standard of Review:
  1. *Burchell v. Marsh*



2. *Moncarsch v. Heily & Blasé* (Cal. 1992)
- A. Statutory Grounds for Vacating Arbitration Awards
  1. Fraud or Misconduct
  2. Evident Partiality or Bias
  3. Misconduct in the Proceedings
  4. Exceeding Authority
- B. Contract-Based Standards for Judicial Review  
*Hallstreet v. Mattel*, 128 S.Ct. 1396 (US 2008)
- C. Non-Statutory Review Standards
  1. Manifest Disregard of the Law
  2. Public Policy
  3. Options for Expanded Review
- D. Sanctions for Frivolous Appeals
- E. Practicum Debate: Take a position Pro or Con:  
Congress should amend Section 10 (a) of the Federal Arbitration Act by adding the following language: “(5) where the award was rendered in manifest disregard of the law; or (6) where an award is arbitrary and capricious or irrational; and (7) where the parties by agreement provide for expanded judicial review, such as for errors of law.”

**Week #12 Multiple Forums, Parties and Proceedings Consolidation & Class Actions in Arbitration**

*Read:* Ch. 9 (pp. 473-490) (490-515)

*Topics:* What result if a contract contains an arbitration clause, but (a) is silent as to class actions, or (b) expressly bans class actions? Who decides? Does state or federal law govern? What is the current state, or future, of class arbitration?

- A. Introduction
- B. Divided Disputes: Arbitration and Litigation
  1. *Dean Witter Reynolds v. Byrd* (US 1985)
- C. Third Party Issues: Non-Parties Enforcement and Subjection to Arbitration
  1. *Arthur Anderson v. Carlisle* (US 2009)
  2. Third Party Attempts at Intervention in Arbitration
- D. Getting Multiple Parties into a Single Arbitral Forum: Consolidation  
(p.490 -515)
- E. Getting Multiple Parties into a Single Arbitral Forum: **Class Arbitration**
  1. *Green Tree Financial v. Bazzle* (US 2003)
  2. *Discover Bank* (Cal. 2005)
  3. *Stolt-Nielson v. Animal Feed*, (U.S. 2010)
  4. Note from Ch 2 & 3: *AT & T Mobility v. Concepcion*, (US 2011)
- F. Preclusion: Res Judicata and Collateral Estoppel (pp. 515-536)

**Week #13 International Arbitration**

*Read:* Chapter 11

*Review:* New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards

- A. Introduction
- B. Recognition and Enforcement of Arbitral Awards under the New York Convention
- C. Refusal to Enforce: Procedural Grounds
- D. Refusal to Enforce: Substantive Grounds and Estoppel

## **Week #14 Arbitration in Specialized Areas**

*Read:* Chapter 11 (tba). Sports Arbitration: [www.tas-cas.org](http://www.tas-cas.org) and supplement

- A. Sports Arbitration
    - 1. Arbitration in College Sports
    - 2. Professional Sports
    - 3. International & Olympic:
      - \* *Floyd Landis* Case Study and the Court of Arbitration for Sport
      - \* Pros and Cons of Public Arbitration
- Public Arbitration: [http://www.pca-cpa.org/showpage.asp?pag\\_id=1318](http://www.pca-cpa.org/showpage.asp?pag_id=1318)
- B. Bankruptcy
  - C. Labor Arbitration
  - D. Court Annexed Arbitration
  - E.

## **Week #15 State Arbitration Law**

*Read:* State Arbitration Act

*Consider:* How has our state addressed arbitration issues?  
Examine the regulatory efforts made in California to attempt to regulate arbitrators and provider organizations.

### X. State-Specific Arbitration Rules/Requirements

- (1) Pre-hearing communications between parties and between parties and neutral;
- (2) Components of the hearing process, including evidence; presentation of the case; witness, exhibits, and objectives; awards; and dismissals;
- (3) Settlement techniques;
- (4) Rules, statutes, and practices covering arbitration in the trial court system, including Supreme Court ADR rules, special rules of court and applicable state and federal statutes;
- (5) Management of presentations made during early neutral evaluation procedures and moderated settlement conferences.

#### **Practicum: State Legislative Group Exercise.**

Consider whether to adopt the RUAA in your state. Prepare advisory memo.

#### **Practicum: Arbitration Reform?**

## **Week #16 Arbitration Reports**

Student Presentations of Research Projects and Findings

Final Class Review

## Special Instructions for On-line Paper/Exam Submissions via TWEN

Students in courses with required paper submissions using TWEN should follow these special instructions:

### Technical Requirements for Papers

Papers and other written submissions should be double-spaced, 12-point New Times Roman type face with one inch margins all around. Please indent new paragraphs.

### Identification of Author

DRI and law school policies generally require that all written submissions be anonymous. All students are issued exam numbers to protect their identity. On all submissions (unless specifically advised by your instructor that grading will not be anonymous), identify yourself with your student exam number only. Do not use your name. Do not indicate what academic program you are in (e.g., “law school” or “school of business” and so on). ***NOTE: PLEASE PRINT YOUR EXAM NUMBER AT THE TOP OF THE FIRST PAGE OF YOUR SUBMISSION. IT IS NOT SUFFICIENT TO RELY ON THE TWEN DROP BOX TO IDENTIFY YOUR SUBMISSION. SUBMISSIONS WITHOUT EXAM NUMBERS WILL NOT BE GRADED.***

### How submitted

All papers are to be submitted by up-loading them to the course TWEN website. The system will not permit resubmissions (multiple submissions) of the same assignment, so be sure you are submitting the final paper you want graded. You do not need to deliver a physical copy to the School of Law Registrar’s office. The TWEN site automatically records the time and date of submission. It also locks out any attempted submissions after the deadline, so be sure to give yourself sufficient time to successfully upload your paper before the system closes. For example, if the deadline is 5:00p.m. on a specific date, the system will not permit uploads after 4:59p.m. of the due date or afterward. Remember that your clock may not be set at exactly the same time as the TWEN computer clock so give yourself a margin for error. If locked out, you will need to make separate arrangements with DRI staff to submit the paper and the paper will be considered late.