

SIMULATIONS: COLLABORATIVE EXPERIENTIAL LEARNING

JAY FINKELSTEIN* & KARL OKAMOTO*

Jay Finkelstein

I'm Jay Finkelstein and Karl Okamoto is here. We know you have our bios, so I will not dwell on that. I am a practitioner at DLA Piper. I spend most of my time practicing transactional law. I have also been an adjunct professor for ten years at American University, where I have been teaching international business negotiations. Today we are going to talk about experiential learning and the use of simulations in teaching business transactional practice.

Both Karl Okamoto and I have practice backgrounds. Karl practiced before coming to the academy. Together, we have one objective: We want to teach law students transactional law by immersing them in experiential situations where they actually have to function like lawyers and use their legal education to solve business problems.

We have two different approaches: I use an extended deal simulation model and collaborative teaching, and Karl uses interactive internet student problem-solving combined with expert comments on student performances. We are, however, both aiming towards the same objectives.

What are the results? We are meeting a need in teaching transactional law. We are expanding opportunities to reach more students through these new teaching methodologies and introducing students to transactional legal practice. We are receiving extremely positive reactions, and we are obtaining recognition for the use of innovation in the classroom.

We are going to divide this presentation into two parts. I will cover my section first, and Karl will then pick up after me. We should have ample time for questions and answers following that.

What I am going to cover is (i) the background and the text of the course I teach, (ii) the teaching model and the dynamics, (iii) the response that the course is receiving, and

* Partner, DLA Piper (US) LLP and /Adjunct Professor, American University, Washington College of Law; Training Law Students to be International Transactional Lawyers: A Practical Skills Approach through the Extended Simulation Model Utilizing Collaborative Teaching Methodology

* Director of Business and Entrepreneurship Law Program and Professor of Law, Drexel University, Earle Mack School of Law.

(iv) some forward looking steps on how we take this methodology and move it to the next level.

I came to teaching with a sense of frustration. I was frustrated that law school graduates that I was interviewing for positions at my law firm had no idea what a transactional lawyer did. I also realized that my law school education did not introduce me to the type of transactional legal practice that I do. I wanted to rectify that omission for future law school graduates.

We now have a growing interest in international law and practice. We have the ABA accreditation standards (ABA Standard 302) for law schools which acknowledge the need for practical skills training, and these standards are presently being updated to enhance that requirement. We also are in the midst of a legal market upheaval where the old practice model of training young lawyers during their first two or three years in practice while billing their on the job training time to clients is no longer viable. That is how I learned to be a transactional lawyer, so that by the time I was a third- or fourth-year associate I was a functioning transactional lawyer with the skills provided by the law firm and client practice training.

Now, clients want lawyers with skills. Many clients are saying, “Don’t bill a first- or second-year associate to my project. I don’t want to pay for training time.” Law firms need lawyers who can actually be productive earlier in their career. That’s part of what this is all about. Clients are no longer willing to bear the expense of having their law firms train young lawyers, so new approaches are necessary. We need to address this requirement for practice skills within the law school curriculum.

The international business negotiations course that I teach is designed to address these challenges. It focuses on a practical, not a theoretical, approach to teaching students to use the law while teaching the legal concepts and the theories they need to understand to address transactional legal issues. There is a mixture of doctrine and practice with an emphasis on practice. The aim is to develop a better understanding of law through the application of the law to practical issues. It is teaching the students to act as a lawyer and as a negotiator through an experiential exercise that puts them in a “first-chair” negotiator position and allows them to conduct an actual business negotiation from beginning to end, an experience that they generally would not have until much later in their legal career.

The focus is on “learning by doing” in a controlled environment under the guidance of a professor who provides needed instruction at critical points in the negotiation. We analyze the transaction step by step. We consider negotiating strategies and compromises; we discuss the objectives, strengths and weaknesses of both parties of the transaction, as well as the psychology and ethical issues involved in the negotiation. Most importantly, “mistakes” during the negotiation become lessons to be discussed in class and not malpractice. Students can experiment; if something doesn’t work, we can talk about it in

class. We can figure out why it didn't work and what lessons to take away from that, and we can modify the approach to the negotiation for moving forward.

Very few students get a chance to see an entire transaction from beginning to end in the early years of practice. They are involved in pieces of a deal; they see the slide show, not the movie. Through this course, we are able to bring an entire deal into the classroom where the transaction can be analyzed completely from all perspectives. It is like taking a cube, turning it upside down, looking at it from different angles, analyzing every aspect of it, just as in a business deal all of the facts and nuances must be assessed.

The students are able to apply their doctrinal learning in a practical context; they must take the law that they have learned and use it in a real context. It forces students to learn and think in real time. The simulated negotiation develops over the entire semester. It is cumulative. It is sequential. We are looking at the same problem, as it evolves, over 12 weeks of the semester.

We are trying to transform the students from the theoretical understanding of law to the practical application of law and to create a framework that they can use to approach future transactions. The take-away from this class is how to approach this type of problem, a transaction, in the future. The analytical skills that are taught can be applied to any set of business facts and enable the student to have a head start on knowing how to approach this type of transactional problem on behalf of a client. This is the type of skills training that helps narrow the gap between a traditional law school education and the needs of the legal profession.

Let's look at the simulation module, which is both complex and reflective of actual transactions. Upon an initial reading, there are two parties, but actually there are three: (i) a multinational pharmaceutical company that is seeking to acquire a raw material for a new patented drug in order to get this drug to market, (ii) a government-owned agricultural cooperative in a developing country that can supply the needed raw material, and (iii) the developing African country that has a series of economic challenges that can be addressed, in part, by having the deal succeed. There are multiple components interacting, and impacting on the negotiation, and the analysis is like peeling an onion to identify the issues, the interactions, the challenges, and the complexities. The more the students discuss the facts, the more nuances are learned.

The students enter the transaction after the business teams for the two companies have agreed that a transaction is viable but have not agreed on a structure. The transaction can take several forms: a joint venture, a supply agreement, or a technology license agreement. Each party to the simulation is introduced with full narrative discussion, financial information, and information on their objectives, constraints, strengths and weaknesses. Both parties have needs that a successful transaction will address and both can

profit from the transaction. There are independent negotiating instructions for each side, and the instructions are designed so that a deal can be made.

The simulation is dynamics; each party has certain problems and concerns. The multinational has been cited for environmental problems, bribery, and drug testing violations in developing countries, leaving it with a serious reputation issue to overcome. The African country has growing unemployment, a need for foreign exchange, and a need for new technology to diversify an agrarian economy. A successful negotiation can help solve both parties' issues.

The students become the legal team, but they have to deal with the business issues. They have to structure and document each step of the transaction as they work towards a letter of intent, which is the specified objective of the exercise. Using a letter of intent gives us the flexibility to deal with all the issues. If the students proceed fast enough, we can actually get into drafting some key sections of definitive agreements, but we are not trying to achieve full contracts; that would be too much to tackle in a single class. There is also no predetermined outcome; different creative outcomes are possible and have been seen in the actual class, and the failure to agree is one possible result. If the students fail to reach an agreement, which happens probably 20% of the time, from a pedagogic perspective it is equally valuable, as we use that as an instructive mechanism to see why the parties were unable to agree.

To add reality to the simulation, this class is taught using a collaborative teaching model. The simulation is designed for either a divided class format at a single law school, with each section representing one party for the entire simulation and being taught by its own instructor, or two classes at two separate law schools being taught in tandem with two professors. The class has most often been taught with two law schools classes. The beauty of involving two law schools is that the negotiation feels even more real because the students in each class do not know the students on the opposing side. I am currently teaching at Stanford this fall with my class negotiating opposite a class at Northwestern.

While each class represents one side of the transaction, each class must analyze the deal from both perspectives to be effective. The two sections of a single class or the two classes at the two law schools come together for the live negotiations. In the case of two different law schools, we bring the schools together using live video-conferencing. The class is structured with about half of the class time being in seminar format for each side discussing the transaction, negotiation strategy, and written communications to the other side, and the other half of the time as video/negotiating time. During the course of the semester, the students get together on video or in person on five or six occasions for about three hours each, which is about 15 to 18 hours in total.

Audience: Who's the teacher at Northwestern, just curious?

J. Finkelstein: At Northwestern the professor is Paul Chadha. He's an adjunct professor in negotiations.

Audience: Okay, I know Paul.

The class is suitable for 2Ls, 3Ls, and LLMS. My current class at Stanford is divided between JDs and LLMS. The LLMS bring an international flavor to it, which is very useful in the classroom environment in addressing an international transactional simulation. The class is an excellent capstone class, and it is great for 3Ls. I have also taught an entire 2L class very effectively. Obviously, the 3Ls and the LLMS come to the exercise with more experience.

How do we structure this type of experiential learning and get this collaboration going between classes? The class begins with introductory lectures, which cover the basics of negotiation and analyze the fact pattern. We introduce the basic aspects of negotiations, including strategies, tactics, and other basic elements you would get from an introductory negotiations class. While it is great if students have already had basic negotiations, it is not mandatory to make this an effective experiential learning experience.

After introducing negotiations, we analyze the factual model in detail. This is the preparatory exercise providing a framework for deal analysis which can be used in any transaction and for getting students comfortable with the facts before they approach the negotiation table. Once the negotiations begin the teaching is actually real-time teaching; you know the issues that will likely come up, but you don't know when this negotiation will reach those issues. I describe this type of teaching as modular, but not sequential. Each time you are teaching this class, you end up shuffling the deck a little bit to address issues as they arise. Based on the progress of the negotiations you provide the students with discussion and guidance on the topics that are most relevant to their particular stage of the negotiation simulation.

In the final video conference we break frame and the two classes discuss their experience and issues they thought either furthered or hampered the negotiations. The final class lecture is a retrospective where we look back on the experience and discuss what the experience has involved.

This class uses all methods of negotiation. There are written communications between the two classes and live video conferencing as I have discussed. If the class uses the divided class format at a single law school, you will use face-to-face negotiations. Sometimes, we will use a telephone conference call instead of using a video conference just to give the students the experience of what it is like to negotiate when you cannot see people. We also encourage "back channel" negotiations by which I normally mean emailing between the students on the two sides to try to broker solutions to the issues.

During class time, the student communications in the live negotiations are discussed and analyzed in the context of the objective of both parties. We are constantly debriefing. We have the entire spectrum of negotiations; we have to plan, anticipate and react. Frustration is endemic to the model. The students almost always hit a point of frustration; sometimes they develop an animosity to the other side, and then they need to get beyond that and see if they can actually salvage a deal.

It is an amazing process, and the wonderful thing is that the transformation of the students is visible over a 12-week semester. They go from tentative to confident right before your eyes.

Audience: Now do you watch them negotiate?

J. Finkelstein: Absolutely. This is done as effective class time, where I am actually involved in everything they are doing, so yes, it is absolutely a watched negotiation. And there are breaks in the negotiation where we have discussions about what is going on and what our next step should be. We have had situations where a class has stormed out of the negotiating room; whether it is a tactic or a true negative reaction to the other side, we don't know, but we actually deal with situations as they arise at the negotiating table.

Now, let me play a clip for you of an actual student negotiating session.. This negotiation is from my class last Spring. The two classes that are negotiating are my class at American University and the counterpart class at the University of Dundee (Scotland). This is about a two-minute clip culled from 15 hours of video-conferences. What the students are talking about here is choice of law as it would apply to the contract. So let's see how this goes. [Audio clip omitted.] They went on for about an hour]. And they did end in with an agreed result.

Audience: What was the resolution?

J. Finkelstein: In this particular case, they actually decided to allow the arbitrators to choose what law should apply. I know. It was not an ideal solution, but that is what they agreed to. It does not have to be right. It is the experience and process of negotiating that is important.

Audience: Are they negotiating as the whole group?

No, I was just going to explain that. I have a class of about 18 students there. They are divided into teams that rotate around the first chair negotiating responsibility. The four or five students that are at the head of the table are the team that is responsible for that particular negotiation. Everybody else is actually inter-connected by a live g-chat, so they are communicating information between and among each other, commenting on what's going

on, and making suggestions to the actual negotiating team. I am also linked to that g-chat, so I am interjecting thoughts as well in real time, whether or not we are taking a break, so I can give them appropriate guidance without interrupting the flow of the negotiation.

Most of the time, there is actually a split decision on choice of law. There are normally four or five contracts that comprise the overall agreement and they normally divide the choice of law decision by selecting, for example, New York law for the license agreement, local law for the supply agreement, and a neutral law, like UK, for the joint venture agreement. That is a customary and best solution in this particular case.

That is what it looks like using the video conferencing.

Audience: What meeting materials do you give them?

The students have a detailed fact pattern, and there is a soon to be published textbook which has all of the materials that a student requires, including sample forms of letters of intent and contract documents. They have background on negotiating techniques. They have information on how to apply finance in a business transaction. They have all the tools they need. There are chapters on ethics, the use of communications, and the psychology of negotiations. So we are providing them with all the pieces of the puzzle, their task, and the essence of the experiential learning, is for the students to use their collective legal knowledge to assemble those pieces . .

I want to emphasize, however, that the forms of documents that the students are provided are not related to the simulation facts. They are sample documents that are similar to the types of documents that a lawyer would use for a transaction based on the simulation facts, and just as a practicing lawyer would, the students must use the sample documents as guidance in creating documents that apply for the specific fact situation. So they have to do some work.

The students work in teams. The simulation is a collaborative exercise at two levels. They have to collaborate within their team to come up with a unified negotiating position, and they need to collaborate with the other class to negotiate the contract. At the first level of collaboration here, the students have to actually deal with their own side, and there are sometimes internal disagreements on what the right strategy should be.

Audience: Do you require them to rotate taking the lead in negotiating, or do you let them decide for themselves?

J. Finkelstein: You mean within the team or--

Audience: Yes.

Within the team, I encourage them to do two things. First, rotate responsibility to speak, and second. divide issues so that somebody takes responsibility for each major issue-- if a particular issue, like the supply agreement, comes up, one person on the team is the

authority on the supply agreement and others have responsibility for the technology licensing agreement, choice of law, etc., so it provides opportunities for them to speak.

I have not forced anybody into the absolute first-chair position because I have seen that certain students really are not comfortable with that, and I don't want students to get totally beyond their comfort zone, but by assigning issues to them, that does require them to speak up when that issue comes up in the negotiation.

Normally, what happens is on each team there is a natural leader, and if a student is having a problem speaking or expressing an issue -- I once had a situation where a student lost his voice and could not continue -- somebody else picks up the ball. You also have the problem of students misstating an issue or saying the wrong things. Someone else on the team will usually have to jump in and salvage the situation, but that is just part of the experience of negotiating. I would prefer for the students to see the consequences of a situation in the context of a simulation so that they will be better prepared if they encounter similar situations in actual practice.

Let me change our focus here and discuss some of the critical embedded issues in the simulation module. Obviously, we have several different forms of agreement that we're talking about, a joint venture agreement, a license agreement and a supply agreement. We have substantive issues of transactional law, such as protection of intellectual property, exclusivity/non-competition, dealing with force majeure, labor, exit strategies, and dispute resolution. Of course, negotiation issues are important. We talk about tactics and strategies and how to bridge an impasse, which almost always arises during the negotiation.

We discuss being aware of the impact of tone and body language, gestures, choice of words, the fact that the negotiation (as shown in the video) is truly cross-cultural. It is an international negotiation, and when the counterpart class is at the University of Dundee, most of them are international students. Some of these students take this very much to heart. These are issues that they have lived within their country, and these issues come to the surface. And it is very easy for an inadvertent word to cause an uproar because it creates is perceived as an offense. The teams have to be alert to this possibility, but they are often surprised by it. They're also often surprised when they think they have made a point and later on they realize that they weren't understood. So the translation of thought process into articulation is a major issue for some of these students. They are very capable at analyzing facts and deciding what the issues are. Articulating them in a live negotiation is a significant step for them. Ultimately, they do develop comfort with it.

Another important point is that the students devote hours to preparing for a negotiation. They sometimes walk into the negotiating room and, just as in a real negotiation, the first thing the other side says upsets their entire plan. Then they have three hours during which they have to think real-time and figure out what they are going to do. They must determine how to apply all of their knowledge, make cogent arguments to the

other team, while actually thinking in front of the negotiating team. They are experiencing exactly what a transactional lawyer has to do.

Audience: Have you ever had a team play GE--you know, dislikes the deal at the very end?

It has not happened quite at that extreme, but we have had a request for “one more thing” spring up. It does happen. It is discussed as a tactic as to whether we can enrich the deal by asking for one more thing at the very last minute. Also, sometimes when the deal hits an impasse, the deal will get restructured in a completely unexpected way, so yes, that does happen just like it does in real deals. We don’t go in deliberately to do that, but it does happen.

Sensitivity in cross-cultural negotiations, obviously, is critical here. We also have to address who has the power of the negotiation. You need to think back to the facts that the students are given. One party has the raw materials. The other party has the patented drug. One is a multinational. One is a developing country. Who really has the power? The developing country has the material that makes the patented drug profitable, so there is a real power issue presented. We also spend time talking about perspective and perception: are you being understood when you are verbalizing your positions? Is the other side hearing what you think you are saying.

We have economic and non-economic objectives that both parties are seeking to achieve. Not all of this transaction is about money, particularly in the developing economy. The government owns a majority interest in the co-op, but there are social issues that are embedded in here as well. There is value in what I call externalities, the additional things that a multinational can do and that do not cost very much but really have a significant value for the other party, such as opening a health clinic, supplying needed medications, or funding educational programs. These are the types of things that may enrich the deal and entice the other party to move forward.

There are multiple other issues that need to be considered, such as dealing with government enterprises, the ethics of negotiation, the subjectivity of what is fair? The students know their client’s range of fair, but what is the other party’s range of fair? Is there overlap? What do we really even mean by fair? We have talked about what we can give at little cost to try to bridge gaps and encourage agreement. How do we build rapport and trust, which will be extremely important if a deal is to be concluded. We encourage the students to use the back channel negotiations through emailing to bring a personal element to the discussions that may be absent in the group video negotiations. If you have negotiations face-to-face, the rapport should develop naturally. Of course, if the students are on the same campus, there should be a natural rapport as well.

The class also discusses the impact of external forces, such as the media, on a transaction. What happens if you are negotiating under the spotlight of the media? How

can that impact your negotiation? The teams do tend to grow more comfortable over the course of a semester. They develop a knowledge of each other and bond to a certain extent, which is what you want. And, of course, everybody does have to compromise. The transaction only works if it is a win-win.

This is the list of legal topics that is addressed in this course, and here is the list of relevant business topics that we cover. The legal side I basically describe as an entire law school education, with the exception of constitutional law. We generally do not deal with constitutional law in business transactions. The list of business topics represents a large part of what you would study in pursuing an MBA, and part of my message is that lawyers have to understand business to be able to negotiate transactional agreements. And of course the link is common sense. You can't leave your common sense at the door. The deal must make sense. If it does not make sense, you better rethink your position.

The class has been recognized as innovative. We have had some national press coverage. I want to use this picture that appeared as part of a National Law Journal article to demonstrate one of the latest iterations of this class. This is Tele-Presence. It is the highest resolution, most life-like teleconferencing that you can get. As you can see, the table is literally completed by the video screens, and the students are seeing life-size images of the opposing team. In the foreground, you are seeing my class at American, and you see the Northwestern class in the screens. In this case, each of the teams is a team of six students. This is as life-like as you can get using video-conferencing.

Audience: How did you get access to that?

I use my firm's Tele-Presence, so I do have an advantage in that regard. I will tell you that law schools that are building new facilities are incorporating Tele-Presence. So this is coming, but yes, I do have an advantage as an adjunct to have access to a firm. So, on Saturday Mornings, the class comes into my DC office, and the Northwestern class goes into the Chicago office, and we connect them via Tele-Presence.

Just another few--this was another article that came out on the class. As you can see, there are two teams of students. The ones in the back row there, they are fully connected with the interactive g-chat. The class has been profiled as one of the course portfolios on the Educating Tomorrow's Lawyers website.¹

There's a law review article that is in with your material that describes the course and the methodology.² The article is now about five-years old, so we have come a long way since then. The textbook is coming out from Aspen publishers in May 2013, so we are

¹ See <http://educatingtomorrowlawyers.du.edu/course-portfolios/detail/international-business-negotiations>.

² Daniel D. Bradlow and Jay Gary Finkelstein, *Training Law Students to be International Transactional Lawyers-Using An Extended Simulation to Educate Law Students About Business Transactions*, PEPP. J. BUS., ENTREPRENEURSHIP & L. (2007).

trying to get this course to be adopted at more schools. The course is being offered on five campuses this academic year. I am in active discussions with other schools as well. Anybody who would like an advance copy of the textbook just let me know. I have copies here on CD. It is in manuscript form, which you are welcomed to have and take a look at.

Student feedback--this is a quote from one of my former students, who really captured the essence of the experience. The part in red will summarize it for you. I use a visual in my classroom of a negotiation. I use a roller coaster, and I describe to them what I really want them to experience is the feeling you get at the top of that roller coaster when it is about to plummet at 60 miles an hour down the incline. I want them to viscerally feel what it's like to be a first-chair negotiator. And this student captured the essence in saying that you cannot really know how it feels until you have been in that position. That is the essence of experiential learning. You can talk about it as much as you want, but you must experience it to appreciate it. Another one of my students analogized it to learning to drive, talking about learning to drive versus getting behind the wheel. It's the same concept.

Students obviously reacted very well to this class. I have had the pleasure of having a student come into my class saying, "I know I am going to be a litigator, but I want to take your class," and literally walk out and say "I want to be a transactional lawyer." You cannot have a bigger impact than that.

The next chapter--what are the next steps here? Our goal is to expand this course to more law schools--the textbook is coming out, as I said. The real next step that I want to do is to offer this class at two law schools in the same geography to be able to bring students together face-to-face in a conference room. Then, you will get an even better socialization and interaction among the two teams. They still will not know each other because they will be at different schools, but you will get rapport building on a personal level because they can socialize in the hallways. That would be ideal.

Bringing two teams together, of course, that's my segway to Karl because Karl has already done that very effectively in his negotiations. And he's going to talk about his experience now with the internet module for reaching even more students.

Audience: So if you bring the students together, face-to-face, will you do part of it as a teleconference and then part of it as face-to-face, or you do the whole thing face-to-face?

J. Finkelstein: You know we've talked about that, and we would do part of it by video-conference - I presume you mean videoconference - to provide the varied experiences..

Audience: Teleconference is what I was really thinking.

J. Finkelstein: You really meant teleconference. The answer is yes, I would probably do that and use some of the real time together, and I would

interject the other media just so we would experience it so that they would see what it's like, the difference between the telephone and then the face-to-face.

Audience: Our kids negotiate everything face-to-face, and I love your idea of telephones because in real life, that's where it really happens, and I love that idea.

Audience: How many hours a week, for how long?

J. Finkelstein: My class is a two-hour seminar, and then we get together five or six times a semester for three hours on a Saturday morning, so we get large blocks of time for the live negotiations. Total hours for the class is like 39, 40 hours, and it's a three credit course, but it ends early in the semester because of the Saturdays. So they get the time back at the end of the semester.

Audience: Like five Saturdays?

J. Finkelstein: About five Saturdays and ten or twelve two-hour sessions--regular seminar sessions.

Audience: So to clarify, you do some conference calls and some video?

J. Finkelstein: Normally if there are five negotiating sessions, we would do one teleconference as one of those five sessions, or, sometimes, what we will do is a split session that starts out with a teleconference and then moves into a video conference depending on how much time we want to allot to the actual teleconference.

Audience: Is there exchanging of drafts or anything?

J. Finkelstein: Yes, there is draft exchange. Every week, there's a written communication that goes from one side to the other side and one that comes back from the other side. So they are negotiating in writing, as well as the live negotiating sessions. In addition the students are also emailing back and forth.

Audience: But are they drafting documents?

J. Finkelstein: Often times, what emerges is that they are drafting or redrafting provisions in the letter of intent. The objective of the class is to reach a letter of intent, and normally, about the third week or so, the letter of intent starts to emerge. And that is the document that the students focus on.

Audience: And how long is that letter of intent? Ten pages?

- J. Finkelstein: Yes, that's about right.
- Audience: And is there any reason you couldn't do this within a class, within a school like you have 16 kids against--
- J. Finkelstein: Absolutely. We've done that. That is a viable model for the class.
- Audience: Yeah, and that makes it really easy.
- J. Finkelstein: It can absolutely be done in a divided class format on one campus.
- Audience: But you can't advise both teams at the same time.
- J. Finkelstein: No, you need two professors. You can do the introductory classes as one combined class, but you need somebody to advise the other side when the students are in split section. It does require two people to conduct the class effectively because you cannot guide both sides at the same time.
- Audience: Do you spend much time on interpersonal communications?
- J. Finkelstein: Can you expand on that a little bit?
- Audience: Yeah, like how they actually communicate.
- J. Finkelstein: Well, we talk about communication. We talk about perception and how their language is perceived. We talk about cross-cultural elements.
- Audience: Do you talk individually with them about their style? I mean it would seem to be something you'd have to do separately, how they're being perceived by others.
- J. Finkelstein: We don't normally do it individually, but we do talk about it in class because everyone has witnessed whatever has happened. And none of this is to embarrass anybody. If a faux pas has been made, we talk about how we either recover from it or should recover from it. And it almost inevitably happens, particularly in the international model. Somebody says something totally inadvertently that inflames the other side.
- I had one situation where it happened during a final negotiation. Somebody said something like "that's ridiculous" in response to a proposal from the other side, at a time when everybody was so close to reaching a final agreement. It almost inflamed the other side, and another student jumped in and was able to defuse the tension and keep the situation calm.. You know, it was beautifully accomplished

by the team, but we did then talk about how just a slip of a word can derail a negotiation.

Audience: Is there a client? Are there communications with clients?

J. Finkelstein: No, what I do is I normally play “the client.”

Audience: Do they email you?

J. Finkelstein: They always email me.

Audience: As a client?

J. Finkelstein: They email me with general questions. We talk about the client’s perspective in class and what our board of directors would allow us to do. And I am normally giving that guidance.

Audience: And last, from me anyway, grades?

J. Finkelstein: Grades--40% participation, which is obviously subjective, and two written products. They keep a contemporaneous diary, one entry for each class as to their perspectives on what’s happening in the negotiation, and they do a retrospective paper at the end of the class. Each one of those is 30%, so the grading is 60% based on written work and 40% based on participation in the class and the live negotiations.

Karl Okamoto

I will be discussing Using Technology, Experts, and the “Flipped Classroom” in Teaching Transactional Lawyering.

So, I’m assuming that most of you will agree with me that one of the best ways to learn the kinds of skills that Jay’s teaching in his course and many of you are trying to teach in yours is through some form of apprenticeship learning, and by that I mean learning by doing and hopefully learning by doing at the elbow or the knee of a master and expert who provides feedback and perhaps, most importantly, modeling of what it looks like to in fact be an expert.

But I think one of the things that might have run through your minds as you were hearing about Jay’s course, and I think one of the things that we all have to deal with when we try to inject apprenticeship learning into legal education, is that it’s extremely expensive.

So, the question is how can we scale this kind of learning at a reasonable cost, especially when the dominant model in legal education is this one, one person in front of a big group. This is a very cheap way to teach, especially when in the modern world, the new normal, the pressure, if anything, is to make education cheaper. So when we try to do that, we talk about using technology to do something like this. Let’s improve education or at least

make it cheaper by having computers be the way in which we can deliver it to a wider group of people using just one professor.

And the problem with that, of course, is this. So my question was, “Is there a way we could try to use technology? Is there some answer structure where we can try to have an expert who’s off training the next generation on the train ride home?” That’s my slogan, deliver this kind of experience but do it at scale, at a low cost. And I’m going to show you a short movie.

[Movie clip.]

Each [inaudible] has three steps. Doing step one, students learn by doing. First, students watch a [inaudible] client video. After, students research a solution. Then, students upload a response to the client. During step two, students learn through peers by sharing and comparing their responses to the client. During step three, select submissions are critiqued by experts, and finally, only after students make their own attempt, learn from peer and expert feedback, do they get to see an expert’s demonstration. It is here where the apprenticeship learning clicks.

So that’s our little promotional video, but I’ll give you a little more detail of how that really works in context.

I am in the middle right now, and some of you are participating in it, in a massive open online course in which we are using the Law Meet platforms to teach the basics of acquisitions. This is our Law Meet site. Here’s the course. It is meant to be a coverage of that topic, which even in most courses called mergers and acquisitions doesn’t get covered, which is the acquisition agreement. I went and looked at most of the books. Bill Carney’s book does a pretty good job of doing the agreement,³ but most spend their time teaching you Delaware law and nothing about the actual way in which a deal gets done. So we’re doing four modules on, you know, how deals get done, how an acquisition agreement is put together, with a particular focus on indemnification provisions. That is what is just getting finished this day, and ultimately, an exercise on due diligence.

And the way each of these modules works is the students are shown or given access to a Law Meet. We have 804 students in the course. They range from students at Harvard and BU and Boston College to UCLA and University of Washington. I have two students from Mongolia. And the way they’re taking the class is they come to this page. They click on the exercise—oh, and by the way, I teach my business organizations class exactly the same way. My students do two of these a week, as their way of learning the agency partnership and [inaudible] (liability

³ WILLIAM J. CARNEY, *MERGERS AND ACQUISITIONS: CASES AND MATERIALS* (2001).

conflicts, etc.). And they're presented with a client who tells them his or her problem.

[Audio clip]

As you know, we closed two major acquisitions last year. After the dust settled, we identified two businesses that are not core to our ongoing strategy, and we've decided to put them up for sale. Both businesses manufacture chemicals. One makes an additive used in the manufacture of paint, and the other produces a chemical that is fire retardant and is used in [inaudible] certain kinds of chemical fires.

The first business we acquired as part of one of the deals we did last year. The second we've owned for decades, with the exception of a relatively small plant we acquired last year as well. Each of these businesses are operated as [Inaudible] subsidiaries; although both receive certain services from corporate, such as accounting and legal.

The idea is to see yourself as the student as if you're sitting across the table from your client having this conversation. And we interpose these questions every so often so it begins to mimic the conversation, as if you're posing them, and they answer back.

And at the end, she's going to ask, "Should we put out in our pitch book the draft agreement that we want bidders to respond to a 10% or ten-yard line document very favorable to us or a middle of the road agreement? Should we start out somewhere closer to where we think we're going to end up?" And that's her question.

And what happens at the end is that students--and you can't say it because this is [inaudible], but students are asked and given a few days to go do research, think about it. We gave them a couple of videos that they could watch on background information about how acquisitions work. This is basically a timeline. This is actually an introduction to evaluation and how business people think about acquisition.

We give them links to free resources that are available to any law student, and there are excellent discussions out there, but the other day, a student asked me, "Well, so what am I supposed to read," and my answer was, "That's what you're supposed to figure out, just like a real lawyer." So we do give them a little bit of a leg up, but we basically leave them on their own to go figure out what it is they need to figure out in order to answer the questions.

Then they record themselves as if the camera had turned around. You watch the client for a while, and then she goes, so the camera is now turned around.

You have to answer that question as if you were completing the conversation. We do that using a web cam. We actually have one built into the platform. Since it's over, I can't show you, but you click a button and it opens a little browser. And there's a camera if you have a web cam on your computer, or--and I think most students do this, they use Photo Booth or their camera or whatever. They record themselves completing the conversation, providing the answer to the client.

And when they've done that, they return once the deadline is hit and all the submissions have been made, and they watch their peers in pairs. And you saw that in a movie. We randomly present back to them pairs of these submissions by their fellow students. They watch them. They give commentary back to the students about what they saw, what they liked or didn't like, and then, ultimately, they pick one of the two they prefer. How they pick is really up to them; although we do give them a rubric of suggestions as to what they might want to look for, and it is very interesting, it doesn't tend to be about performance. It doesn't tend to be about what they wear. They try to discern the better answer in most cases. But the reason we do that is not so much--we don't use it for grading or assessment. We use it to--in order to shrink down the number of responses we actually have to deal with in terms of giving actual feedback. But doing that without robbing the participants of the incentive to have done [inaudible] right is tricky because the competitiveness aspect of it actually drives people to do work in the first place. What I find, for example, in my class, is that I never have students who are unprepared because they come to class having done the work that it took to do the submission right. Instead of being the passive recipients of information, they usually are when I teach (Van Gorkum). They had to read Van Gorkum in order to answer a problem that a client posted, so they were ready to have that conversation when they came to class.

When that's all over, the so-called top reviewed submissions are chosen based on voting by their peers. Anyone can then come back and see the top submission. You can tell he shaved for the occasion. But what also happens and what's cool about it, I think, is that it allowed me to hand out these five top submissions to other people. Now, here you see Brian Glickland is another student who's giving feedback. Cliff is a student in Stockholm giving some feedback. And Lance Lanhoff is a partner in a firm in Salt Lake City. Chuck Whitehead is a professor at Cornell. That's me. Tom Kennedy is the General Counsel at a private equity fund. Jessica Pearlman is a partner at K&L Gates. Andrea is a student. Opfra is a professor at the University of California Davis. Andrew Calfman is at UCLA. James Hutchinson is a partner at Goodwin & Proctor. Wilson Chu is a partner at K&L Gates, and Jay is sitting right here. So it allowed me to outsource, if you will, the feedback on these performances, and Jay can tell you what he thought of that experience. And so this is a way in which I have tried to succeed in

achieving my slogan of training the next generation on the train ride home because I made it, I hope, relatively simple to participate in this educational process because you can do it on your iPad while you're waiting for the plane in the admiral lounge.

So let me show you what the potential of that might be. Back to our course page here. I'll show you who the experts are for this. I should recognize one other person who is in the room, Mike Woronoff, who is sitting in the corner. You might be interested in his reaction, but you can see by saying I only need an hour of your feedback for my five students in each of those modules for the benefit of all 800, I was able to ask, and it was, you know, relatively easy. People--this is the general counsel of Xerox, Head of M&A at Oracle, Head of M&A at Johnson & Johnson, and partners at [inaudible] and lots of other places, including Michael at [inaudible]. So this is my effort to sort of recreate the apprenticeship learning experience and to do so by relying on not just the professor, right, because I don't think that's going to be the answer, but having there be a way to create an interface between ourselves, the classroom, and the students, and the profession.

One other thing I'd like to show you. I'll go to my group page. This is the so-called course page. This is our so-called activity stream. It's like a wall on Facebook, so every time someone comments, it shows up on this wall. So you can see you're now seeing--because now they're due today, so Mike McDonald is a partner at [inaudible] in Philadelphia. He's starting to do his submissions. I did this one earlier today, but the amount of give and take between the students is remarkable. This is mostly crowded by experts, but if I roll down, this is a student talking about a student, student talking about a student, student talking about a student. They are all talking to each other about their work a lot. And if you were able to read--I haven't read Don [Inaudible] yet, so I'm not going to promise it's the best, but I have been reading Jay's and Mike's and other's comments. It's spectacular. They are giving the kind of advice that associates wish they could get these days but cannot. So that's all I have to say.

Audience: You say you use this in your BA course. So what do you do in the course, right, because this is all done outside? So when you're in the classroom, do you lecture like normal lecture, or what do you do?

K. Okamoto: So in my BA class, the way it works is it's a 4-credit class, but we only meet three hours a week, and I would meet even less if the ABA would let me because I don't want it to count as the online class. It's a hybrid class.

And students do two of these a week. What they're given is--I give them an introductory video lecture or whatever, so on agency, for example--and it's actually on our website. You can watch my agency

unit on the website. It's up there. I give them a crash course, sort of like a [inaudible] version of agency. And then, I tell them these are the cases you should go read. So I suggest to them that they watch my video first, and then go read the cases.

And then they have two exercises, and the exercise is related to bigger agency questions where a retailer decides whether or not to outsource its trucking fleet. That was one of them. The other one is an associate leaving and trying to take business away, so those kinds of questions.

And they do the exercises, and then, in class, I don't have--oh, I'm sorry. I forgot something. The other thing that you get if you are a participant in one of these is at the end of every submission there is an interview with two senior lawyers on the answer to the exercise. So that's the prize if you will. Every student who does a submission and votes on his or her peers gets access to this video. It's almost a little game because the gate doesn't open unless you do your work. And the theory is you're not ready to listen to what an expert has to say unless you've tried it on your own. That's the idea. Well, I don't use expert videos in my class. I'm the expert, so what we do in class is I come in and then we have a discussion about what I think the right answer would have been. And then I relate it back to the cases they've read. So that's how I run the class.

Audience:

So this is a closed system, meaning that you have students who register and then they are part of this course. But it's still 800 and some odd students, and I think about blogs and newspapers that have comment sections and how much junk you get mixed in with what is one good comment, and you get hundreds of junk comments for one good comment. And though you have your panel of experts, who clearly seem like they dominate that comment [inaudible], of those 800 students, do you get that sort of junk component of comments?

K. Okamoto:

Well, I think even more frankly is the junk video. I've always been afraid that I'm going to get some striptease routine or something because you can upload anything. I don't censor what you upload, and it's never happened. And I've never seen someone not put a good-faith effort forward, and it's because it's not anonymous. You have to give me your name and school. Actually, I think it's the other way. To the extent that I have any issue it is that people are

too afraid of being permanently judged by what they're doing, and, in effect, they are because I'm trying to give them the opportunity to build a portfolio for themselves. You are collecting these performances where the General Counsel of Xerox said something about what you did.

But on the flip side of it, it's a permanent record that everyone will get to see, and I see a lot of hesitation by students who don't want to put themselves out there. But I tell you, after two or three, I was just telling Jay this last night, one student came to me and said I'm violating his privacy rights because he was angry that he had to do this. We've been doing it now for a year at Drexel, and no one complains anymore. It's become just, you know, a matter of fact.

Audience: Karl, for your business organizations class, do you work right through your library of vignettes?

K. Okamoto: My vignettes tie to the typical curriculum of a business [inaudible].

Audience: And you don't use any particular book or a textbook that--

K. Okamoto: I pattern it after a book, but I don't use the book. And I'm not going to ever assign a book.

Audience: Okay.

K. Okamoto: It's too much of a rip-off. Your book is not.

J. Finkelstein: Somebody had to explain the framework.

Audience: The transactional law media course has a significant written component to it [inaudible] drafts and markups and the like. Is that incorporated in--

K. Okamoto: Well, I'll give you an example of this current exercise is the one that just got done this time was indemnification. And they were not only required to give an answer, but they were required to give the markup for the indemnification section.

Audience: It's in the agreement that they were--

K. Okamoto: They were given the seller's version, and so they had to mark it up and submit it. And so every student submitted both their explanation to the client and their markup as well.

Audience: So everyone has access to it?

K. Okamoto: Well here let's look at--

- Audience: That's negative having your draft reviewed by 800 people.
- K. Okamoto: It's not by 800 people. It's being reviewed by--well it's [inaudible]. So here's Mystic from--she's a Cornell student. This is her markup. It's there. She marked it up, and she was under instructions to highlight it and so on.
- Audience: Right, but does that take into account in terms of the--there's a sort of filtering that goes on by the students selecting who they thought did the best job. Do they--
- K. Okamoto: They are told to. I have no idea if they do, and you know I think--well, I don't know.
- Audience: Karl, of the 804 students, you go through this kind of side-by-side. How many videos and markups get reviewed by your panel of experts?
- K. Okamoto: Five.
- Audience: Each? Okay, so you [inaudible] 20 experts, so you're talking basically 100 or something like that?
- K. Okamoto: Well, so there are five and there are four modules, so there are 20 students who have to be reviewed. And no, we don't--the experts are broken up, so poor Jay is reviewing all of them, but Michael only did one, since he's busy. Whereas, Jay's just way more generous, as you can tell by his course. The only reason that course is just [inaudible] Jay [inaudible].
- Audience: So you have a course that's contemporaneous with the work that you're teaching in school [inaudible] that you're doing online. And you're telling your students to go online to do these certain modules. But other people are also--
- K. Okamoto: Yeah, I only have 40 students who are participating. The other--but of the 804, what I can figure out--I'm not certain, but they're--I know that a professor at UCLA is using it in his class. I know that there's a professor at Richmond. I know there's one at Western New England. Erica's doing it, so I know of a handful that are using it in their courses. But the majority of the people who signed up were doing it on their own. They're doing it for their own edification. We have 8 bankers from Deutsche Bank who are M&A associates. We have no idea why they're taking it. I hope they learn something. There's the entire first-year cohort at Proskauer signed

up because Michael made them. They're actually not participating very actively. There's a firm in Cincinnati, Frost Brown, its associate cohort is taking it for some reason. I have no idea why. I do know, actually. Someone at some school recommended it to them.

Audience: So, if we want to understand better how this is working, does that mean we can just go sign up and write down our name as a professor at this school?

K. Okamoto: You could join up now and do the last exercise if you'd like. You can reach out to me, and we will give you a tour. There are 38 professors this semester using it in their class in some form or another, and we have modules for professional responsibility, for evidence, and for business organizations. We're building modules in professional responsibility. We're looking for people, who want to--

Audience: Yeah, I'm thinking of basic contract drafting, yeah.

K. Okamoto: Drafting. I'm not so sure how to do that yet, but you can help us figure that out. We're looking for anyone who wants to do a domain [inaudible].

Audience: Yeah, because I'm not sure I completely understand how it works, but that's why I thought if I signed up, I'd get a better idea. Then, I could figure out how I want to incorporate it.

K. Okamoto: Yeah. Sure.

Audience: So where do you take this? Where's the setting next?

K. Okamoto: Well, we're fortunate because we got a grant from the National Science Foundation to build it, and that lasts another year and a half. So we're going to spend its money building it out to be as complete an offering as we can.

Audience: So it'll be free for another year and a half you're saying?

K. Okamoto: Actually, I was going to experiment having it not be free soon, but it's going to be free to anyone who wants to try it. But I want to see if it has any ability to sustain itself because if it doesn't, we'll go to something else. But we have actually started experimenting. We're using it to do teacher training, K-12 teacher training, and there's huge demand for that.

- Audience: For your own class, Karl, that is using this, are they--for their submissions, are they voting on just their own class or are they subject to the 600?
- K. Okamoto: No, they aren't subject--it's everybody, but I didn't separate my class from [inaudible], but I have the ability, and the teachers who have used it, like Eric and Calfman, we can extract subsets.
- Audience: You could just have a subgroup that is just evaluating one another?
- K. Okamoto: That's right. We can create any size group that you want, but we didn't--but all of us elected to have our students be in the big group, and then you could just do sub-reporting out of [inaudible] groups, so he can actually see everything for just his students if he wants to.
- Audience: Right, but your group would not necessarily get the premier evaluation, if you will, unless you choose--
- K. Okamoto: That's right. But I don't think my volunteers, except for maybe Michael, would have been that enthusiastic about it if it was just for my class. Whereas it's this open to the world thing, it was a little more appealing to the General Counsel of Xerox to do it. They wouldn't have done it for my class, so you have to find your experts for your own class if that's what you're going to go after, or you be the expert, which is what I usually do in my class.
- Audience: I was thinking about your user agreement terms governing this. You said that you hadn't had people putting up trashy striptease videos. Have you had any evidence of people taking pieces of the video of others and using them in other ways than--
- K. Okamoto: I'm not aware of that, but we clearly have a user agreement that says you're taking that risk, just like you were on You Tube and all that stuff. And that was one of the concerns that students had. Now we have a feature, which we don't want people to use, to make your video private, but the downside of that is that it makes it very hard to get feedback, so we traded. But most students have gotten over it very quickly because they're doing it in other contexts.
- Audience: So, if we wanted to use a platform in one of our classes, we would contact you?
- K. Okamoto: Yes. That's what I'm hoping for.
- Audience: In terms of student evaluation, how do you give them a grade?

- K. Okamoto: It's 100% pass/fail because my motivation for it is to engender the effort.
- Audience: And I don't disagree with you; I was just trying to figure it out.
- K. Okamoto: No, I think grading would be a mistake because that would be counter to the whole effort part of participation.
- Audience: What's the reaction from the students who put in all the work but don't end up in the top 5?
- K. Okamoto: It's the weirdest discovery. We thought that would be the end of it, but it's actually more motivating than less, and it's actually scarce that you would get feedback. So the fact that it's a competitive and scarce thing, and the requirement was two-fold. One is that the selection process be transparent and legitimate, which we ripped off the algorithm for X-Box, so they agree with that algorithm. So the selection tool is literally the X-Box algorithm, which is an open-source so we [inaudible] it. And the other is they want the chance to do it again, so if you give me the chance to learn from what I saw and figure out why I wasn't successful, I can accept that. In fact, I'm very motivated by that as opposed to if you were more generous with the feedback, and that's what we've found. It does not stop people from wanting to try again.
- On the interesting side also is on the voting side, we've had groups of 70 students vote 3,000 times because they want to watch each other, and I think they turned into beer drinking games. They're very engaged in the whole thing.
- Audience: You can vote more than once?
- K. Okamoto: You can vote as many times as you like, but don't tell them this. We only count the first 10.
- J. Finkelstein: I should add that one of the things about experiential learning is that the students get amazingly engaged. I am staggered by the amount of time students spend voluntarily meeting together, talking, and interacting with me. I see plenty of emails sent at midnight, going back and forth between students, strategizing, wondering what the other side's communication is. They are totally plugged into the process. We are engaging the students, and they are giving back and taking from it the most that they can get.

- K. Okamoto: If you think of the [inaudible] the competition [inaudible]. The students report spending 100 hours, and this is for no credit.
- J. Finkelstein: I have coached a team for that competition. I know exactly what you are talking about. Any other questions?
- Audience: Any issues on online [inaudible]? So that limits the amount of time you can have that's allocated to this--
- K. Okamoto: So no. If I run a live class, which I do, and I have online as a supplement to that class, there's no restriction. But because I am giving four credits for four hours of class--if I were to go further, it wouldn't be for the definition of a hybrid class. It'd become an online class, and then I have to start worrying about that. And I didn't have to worry about it, especially for the [inaudible]. So I was going to keep it as a hybrid class. It's not an online class, so I don't have to worry about--
- Audience: So you're avoiding getting into that category, okay.
- Audience: Do you know if the ABA is looking at that?
- K. Okamoto: They are. They are thinking of getting out of it. But my original intent for this was for it to be a classroom tool, not an online tool. I'm not 100% convinced about the whole online project; although this book was an experiment, which is purely online. And I think I will try a purely online business organizations class where I take what I'm doing now and add the expert videos and add perhaps quizzing along the way or something like that just to see if it works because I'm not that sure that my classroom sessions are all that valuable to be honest with you. Students actually complain sometimes. "Well, we already know that, so why are we talking about that again. We've done it already, and [inaudible] I can live with it [inaudible]."⁰
- Audience: So I'll direct this to Karl, but Jay I'd be interested in your thoughts too. When you think about learning desirable outcomes of people who are using Law Meets to go through your class, obviously you don't have a very easy control group to compare to, but if you sort of think about how you measure whether you're getting the outcomes that you're seeking or in what respects, it might not [inaudible].
- K. Okamoto: Well, I think I could contrive a very straightforward, controlled experiment by, you know, simply teaching the same course one way or the other or both parallel, and I just haven't got to do that yet.

But I definitely think you should do that [inaudible]. So maybe have 20 experts review random performances of students of an exercise some students did through the Law Meet process. Others did it by going to class. We'll see whether they were more likely to be hired by Michael and Jay than the other group. And I think the reason it-- if there is a difference, because I don't know if there will be, but if there is a difference, I think the reason will be effort. It's not because we delivered information better. It's that they put in the time because they got whatever that book is about 10,000 hours or whatever. And that insight is I think the key.

J. Finkelstein:

Yes, I would agree with that aspect. I have anecdotal information, not systematically collected, from students who have gone through the class and who have stayed in touch with me over the years. So I can tell what impact it is having on their careers and the feedback that I'm getting is very positive. The other aspect is to look at measuring performance through class outcomes. I measure each class against the mean of the various outcomes that have occurred throughout all the classes that I have taught. We have probably done this about 20 times, and I can tell the students, where their class has come out on the range of possibilities for this. Most of them--80% of them--fall within what I would consider being acceptable deal structure. Some of the others include unusual, or very creative, deal components. The remainder fail to reach an agreement. So those are two ways that we measure impact of the class. With regards to impacting the market, it's hard to say. I think it's too small a sample from my perspective at the moment to say I am impacting the market. I do know I am impacting students though, and I do know that students are reacting extremely positively to the experience. I have also had LLM students who have contacted me about starting a class at their home law schools, which I wholeheartedly encourage them to do. So we know that we are having enough of an impact that students want to invest in and replicate the methodology and take it elsewhere, which is wonderful.

Audience:

Just to follow up on that, so one of the things I was thinking about as you all were talking relates to assessment, as well, because I think a lot of us have assessment on the brain. I'd love to go back and read all the comments that are there to find out what rubric those people were using to evaluate the transaction. So one of the things that we're taught about assessment is that you match your assessment

tools to our learning objectives for students. So I'm wondering if you give your outside commentators, the student commentators, a rubric of things that you think the exercise is specifically intended to teach the students. Do you share that with the students? What's the transparency?

K. Okamoto: So the minute you've done your submissions and are now entitled to watch your peers, a "what to look for" section shows up. It has the bullet point description of what we think the problem was [inaudible]. And those same "what to look for" points are shared with the expert before they come and [inaudible].

Audience: You create those too?

K. Okamoto: Yes, they're part of--

Audience: But those are not shared in advance?

K. Okamoto: No. They're part of crafting the vignette.

Audience: Jay who teaches this? You've got to have two teachers.

J. Finkelstein: Yes.

Audience: Is it a doctrinal faculty member?

J. Finkelstein: At Northwestern, it's another adjunct. He happens to be an international lawyer for Accenture in Chicago. At University of Dundee, it's actually a full-time lecturer. So she is a doctrinal faculty member. Those are the two collaborative classes that I have done. And at Hastings, it's going to be taught by two adjuncts. I am not teaching that class, so adjuncts in San Francisco are going to teach it. I think that a perfect pairing, and this is actually what was done at American this fall, is that the class was taught by one doctrinal faculty member, actually my co-author, and an adjunct, who is a government lawyer who came in to teach the other side. But it does require two and it does require somebody who at least has enough comfort with practice or is willing to dive into the materials and catch the main points. I don't think it's outside the reach of anybody, particularly anybody who teaches transactional matters, negotiations, or transactional writing, certainly. However, I doubt that somebody who teaches just civil procedure would come and teach this.

If anybody wants, the materials that I use are here. Just feel free to pick one up and enjoy it.

Audience:

Thank you.