

**Course: Business Law
Unit 4 - Consumer Law**

Year of Implementation: 2021-2022

Curriculum Team Members

Matthew Abate - mabate@lrhsd.org
Christie Iannucci - ciannucci@lrhsd.org
Mike Jackson - mjackson@lrhsd.org
Jillian Ormsby - jormsby@lrhsd.org

Stage One - Desired Results

Link(s) to New Jersey Student Learning Standards for this course:

{provide all applicable links to standards here}
<https://www.state.nj.us/education/cccs/2020/>

Unit Standards:

- 6.1.2.CivicsPR.2: Cite evidence that explains why rules and laws are necessary at home, in schools, and in communities.
- 9.1.8.EG.9: Identify types of consumer fraud, the procedures for reporting fraud, the specific consumer protection laws, and the issues they address.
- 9.1.12.EG.6: Analyze the rights and responsibilities of buyers and sellers under consumer protection laws.
- 9.4.12.CI.1: Demonstrate the ability to reflect, analyze, and use creative skills and ideas (e.g., 1.1.12prof.CR3a).
- 9.4.12.CI.3: Investigate new challenges and opportunities for personal growth, advancement, and transition (e.g., 2.1.12.PGD.1).
- 9.4.12.CT.2: Explain the potential benefits of collaborating to enhance critical thinking and problem solving (e.g., 1.3E.12profCR3.a).

Note: All curriculum writers/revisionists need to include standards that apply to “Career Readiness, Life Literacies, and Key Skills”. This should include a brief description of the standard and the standard number. Document only those standards and

practices that apply to each unit. Use the following link to assist you [see pages of 31-36; 41-42; 53-56 for specific standard #'s and strands]

<https://www.state.nj.us/education/cccs/2020/2020%20NJSL-CLKS.pdf>

Transfer Goal: Students will be able to independently use their learning to analyze laws dealing with sales, product liability, and consumer protection.

As aligned with LRHSD Long-Term Learning Goal(s): utilize and integrate essential communication and technical skills significant to 21st century life, work, and community, make ethical decisions needed to promote democracy and free enterprise, create authentic learning experiences to successfully transfer knowledge into real-world experiences preparing them for life and career, use technology to extend creativity and/or improve problem-solving ability

Enduring Understandings

Students will understand that . . .

EU 1

- ownership entails a collection of rights including the right to hold title, possess, use, enjoy, profit from, waste, and even destroy the subject property. A sale is a contract in which ownership of goods transfers immediately from the seller to the buyer for a price.

EU 2

- only the true owner of goods may legally transfer ownership of those goods.

Essential Questions

EU 1

- What is the definition of a sale?
- Why are contracts of adhesion likely to be unconscionable?
- How do merchants differ from casual buyers in a sales situation?
- Name the four situations in which the Statute of Frauds does not apply to sales contracts.

EU 2

- Besides the owner, who may transfer the ownership of goods?
- What two characteristics must goods have in order to have ownership of them transferred?
- Explain the point at which the risk of loss transfers from seller to buyer when the seller ships the goods by carrier.
- When does a buyer obtain an insurable interest in the goods?

<p><i>EU 3</i></p> <ul style="list-style-type: none"> ● consumers have protection from companies that provide inferior goods and services. 	<ul style="list-style-type: none"> ● What is the most common type of transaction for low-priced items such as groceries, and when does risk of loss pass from a merchant to a buyer for these sales? <p><i>EU 3</i></p> <ul style="list-style-type: none"> ● Define the terms <i>caveat emptor</i> and <i>caveat venditor</i>. ● What commission sets safety standards for most common products? ● List at least six forms of unfair methods of competition. ● Under what product liability approach is a person injured by a defective product most likely to recover damages? ● Distinguish express and implied warranties.
<p><u>Knowledge</u> <i>Students will know . . .</i></p> <p><i>EU 1</i></p> <ul style="list-style-type: none"> ● both sales of goods and contracts to sell goods are governed by a combination of basic contract law and special UCC provisions on sales. ● neither payment nor delivery is essential for transfer of title in the typical sales transaction. ● price may consist of anything such as money, services, or goods. ● payment occurs when the buyer delivers the price and the seller accepts it. ● receipt of goods occurs when the buyer takes physical possession or control of the goods. ● acceptance of the goods occurs when the buyer indicates that the goods conform to the contract or will be retained in spite of non-conformity, the buyer acts inconsistently with the seller's ownership of the goods, or the buyer fails to reject the goods before a reasonable time to inspect them has passed. 	<p><u>Skills</u> <i>Students will be able to . . .</i></p> <p><i>EU 1</i></p> <ul style="list-style-type: none"> ● define sale and explain how the UCC governs the sale of goods. ● explain how the UCC treats unconscionable contracts and contracts of adhesion ● compare the status of a casual seller with a merchant ● explain how the Statute of Frauds is applied to sales

- a bill of sale may provide useful evidence of the transfer of title to goods.
- merchants generally are held to a higher standard of conduct by the UCC than are casual sellers.
- unless otherwise required by statute, sales or contracts to sell may be oral, written, or implied from the conduct of the parties.

EU 2

- before ownership in goods can pass, goods must be both existing and identified to the sales contract.
- in determining when ownership and risk of loss pass in a sales transaction, the terms of the sales contract are given top priority.
- the buyer obtains an insurable interest when goods are identified to the contract.
- in cash-and-carry sales, title passes at the time of the transaction.
- COD terms by a seller do not affect the time of transfer of ownership or of risk of loss.
- in a sale or return, ownership and risk of loss generally pass to the merchant buyer upon delivery.
- at an auction, title passes when the auctioneer signifies acceptance of the bidder's offer. notice of a bulk transfer of the goods of a business is required to be given to creditors of the seller before the sale.

EU 3

- the Latin phrase caveat emptor has long urged buyers to beware.
- federal agencies and state and local governments work together to ensure safe products, services, and sanitary facilities for consumers.

EU 2

- discuss who may transfer ownership of goods
- explain what is required for transfer of ownership of goods and when it occurs
- explain the general rules for identifying when risk of loss transfers
- identify the point at which insurable interest of goods transfers
- identify when risk of loss and insurable interest transfer in specific situations.

EU 3

- unfair methods of competition include price fixing, false advertising, illegal lotteries, improperly labeling goods, and selling used articles as new.
- reports of substandard goods or services can be made to licensing authorities at the state and local levels.
- generally, any person injured by a defective product may bring suit against any manufacturer or merchant in the distribution chain for that product.
- warranties may be express or implied.
- merchant sellers normally are bound by the broad coverage of the implied warranty of merchantability unless explicitly disclaimed.

- explain the need for governmental involvement in the marketplace.
- identify protections against substandard goods.
- recognize unfair methods of competition.
- describe the protection afforded consumers by the law of product liability.
- identify the various warranties that may apply to a sales transaction.

Stage Two - Assessment

Other Evidence:

- *Teacher-generated tests*
- *Case analysis*
- *Summative assessments*
- *Text theory analysis*
- *Assessment of current event articles*
- *Student presentations*

Stage Three - Instruction

Learning Plan: Suggested Learning Activities to Include Differentiated Instruction and Interdisciplinary Connections: Each learning activity listed must be accompanied by a learning goal of A= Acquiring basic knowledge and skills, M= Making meaning and/or a T= Transfer. {place A, M and/or T along with the applicable EU number in parentheses after each statement}

- Reading Activity 13-1: Sales (A, M, EU1)

- Review 13-1 (A, M, EU1)
- Reading Activity 13-2: Special Rules for Sales Contracts (A, M, EU1)
- Review 13-2 (A, M, EU1)
- Ch13 Review (T, EU1)
- Ch13 Quiz (T, EU1)
- Ch13 Test (T, EU1)
- Case for Legal Thinking: Advent Systems, Ltd., v. Unisys Corporation (T, EU2)
- Reading Activity 14-1: Transfer of Ownership (A, M, EU2)
- Review 14-1 (A, M, EU2)
- Reading Activity 14-2: Risk of Loss and Insurable Interest in Sales (A, M, EU2)
- Review 14-2 (A, M, EU2)
- Ch14 Review (T, EU2)
- Ch14 Quiz (T, EU2)
- Ch14 Test (T, EU2)
- Case for Legal Thinking: Prewitt v. Numismatic Funding Corporation (T, EU2)
- Reading Activity 15-1: Protection Through Governmental Action (A, M, EU3)
- Review 15-1 (A, M, EU3)
- Reading Activity 15-2: Protection Through Action by the Consumer (A, M, EU3)
- Review 15-2 (A, M, EU3)
- Ch15 Review (T, EU3)
- Ch15 Quiz (T, EU3)
- Ch15 Test (T, EU3)
- Cases for Legal Thinking: Blevins v. Cushman Motors(T, EU3)