Chicago-Kent Law Review

Volume 89
Issue 1 *Fringe Economy Lending and Other Aberrant Contracts*
Article 1

January 2014

Table of Contents - Issue 1

Chicago-Kent Law Review

CHICAGO-KENT LAW REVIEW

VOLUME 89 2014 NUMBER 1

CONTENTS

FRINGE ECONOMY LENDING AND OTHER ABERRANT CONTRACTS

SYMPOSIUM EDITOR
SARAH HOWARD JENKINS,
CHARLES C. BAUM DISTINGUISHED PROFESSOR OF LAW

INTRODUCTION *Sarah Howard Jenkins* 3

I. FRINGE ECONOMY LENDING – THE PROBLEM, ITS DEMOGRAPHICS, AND PROPOSALS FOR CHANGE

THIRD PARTY FUNDING OF PERSONAL INJURY TORT CLAIMS: KEEP THE BABY AND CHANGE THE BATHWATER *Terrence Cain* 11

In the early 1990s, a period of high-risk lending at high interest rates, a new entrant emerged in civil litigation: the Litigation Finance Company ("LFC"). LFCs advance money to plaintiffs involved in contingency fee litigation. The money is provided on a non-recourse basis, meaning the plaintiff repays the LFC only if she obtains money from the lawsuit through a settlement, judgment, or verdict. If the plaintiff recovers nothing, she will not owe the LFC anything. When she does repay the LFC, however, she could end up paying as much as 280% of the amount advanced by the LFC. As one can see, LFCs make a lot of money. It is estimated that as of 2011, the total amount of outstanding advances exceeded $1 billion with $100 million being advanced annually. LFCs, like banks and credit card issuers, loan money to consumers with the expectation of being repaid the amount borrowed plus interest. Unlike banks and credit card issuers, however, LFCs are largely unregulated. The federal government does not regulate LFCs at all, and only Maine, Ohio, and Nebraska have enacted legislation regulating LFCs that operate in their respective states. What LFCs do is controversial, and the academic commentary about them is voluminous. Some commentators argue that LFCs should be abolished. Others say LFCs are the byproduct of willing sellers and willing buyers engaging in market transactions. Yet another group of commentators say LFCs serve a salutary purpose, but should be regulated like other entities that loan money to consumers. It is probably unrealistic to think that LFCs will be abolished, thus the question becomes whether they should be regulated, and if so, by whom. This paper posits that LFCs should be regulated by the Consumer Financial Protection Bureau, the Federal Trade Commission, or both. Federal regulation is necessary in order to provide a uniform set of rules that provide protection to consumers while also allowing LFCs the freedom to provide the funding that consumers have shown they are willing to seek and accept.

AN ECONOMIC PERSPECTIVE ON SUBPRIME LENDING *Michael H. Anderson* 53

This article aims to provide a concise economic overview of several interesting subprime financing mechanisms, which are becoming increasingly common on the U.S. financial landscape. In particular, rent-to-own, payday lending, pawn broking, and (vehicle) title loans are considered. Generally speaking, a common thread with these loans is their relatively small size and short duration as well as the absence of a credit check or any of the traditional processes for determining credit-worthiness. Due to the ready availability of these loans, they appeal to low-income consumers, including the "working poor," and to those who have suffered financial setbacks. Because the natural clientele for such mechanisms have few or no alternatives, concern over the possibility of exploiting such consumers has lead to a continuing public policy debate over how best to help these individuals, and whether, and to what extent, regulation should play a role. By providing economic background on these subprime vehicles, this article attempts to make a contribution to this on-going debate.

FEMALES ON THE FRINGE: CONSIDERING GENDER IN PAYDAY LENDING POLICY *Amy J. Schmitz* 65

Payday lending may provide a much-needed safety net for some consumers in need of quick cash for emergencies. However, data suggest that most payday loan borrowers become repeat users caught in a cycle of high-cost debt. Furthermore, empirical evidence indicates consistent overrepresentation of women, including many single mothers, among payday loan borrowers. This takes a toll not only on these women and their families, but also on society as a whole. Indeed, context matters in payday lending debates. It is thus time to think creatively and consider contextualized programs that aim to increase women's and all consumers' safe borrowing options, provide education regarding those options, and ultimately assist them in escaping cycles of debt and poverty. This Article seeks to spark the dialogue regarding such contextualized policymaking.

II. OTHER SOLUTIONS FOR FRINGE ECONOMY LENDING

INTEREST RATE CAPS, STATE LEGISLATION, AND PUBLIC OPINION: DOES THE LAW REFLECT THE PUBLIC'S DESIRES? *Timothy E. Goldsmith & Nathalie Martin* 115

In scholarly circles, debates about the benefits and burdens of high-costs lending are prevalent, as are debates about whether to cap interest on certain kinds of consumer loan. Despite this scholarly interest, few scholars actually know what the general public thinks or knows about interest rates on common consumer credit products. This article tries to close this gap through an empirical study of consumer attitudes about interest rates in the state of New Mexico, a state in which high-cost loans such as payday loans and title loans are ubiquitous. Our data show that the general public overwhelmingly supports interest rate caps both in general and for certain types of loans. We also found that many consumers are unaware that there are no interest rate caps on many forms of consumer loans. These data could be useful in explaining why consumers do not do more to change the law on interest rate caps.

AN ECONOMIC INVESTIGATION OF
RENT-TO-OWN AGREEMENTS *Michael H. Anderson* 141

Rent-to-own (RTO) allows immediate access to goods without a credit check and provides an opportunity for eventual acquisition. Yet goods can be returned at any point without penalty or other adverse financial consequence. RTO is attractive to financially distressed consumers due to its ready availability as well as the options embedded in the contract. These options include the ability to cancel, early purchase, reinstate following a consumer return, and, possibly, choose the frequency of payments. In this article, a body of research on RTO is brought together and summarized. The bulk of this work is empirical, applying statistical techniques to examine thousands of finely detailed records of individual transactions. The primary focus is to explore the nature of the contract—for example, what is being rented, how the contract evolves over time, and what is the ultimate outcome. The intent of this exploration is a better economic understanding of the RTO financing mechanism as well as a contribution to the ongoing policy debate surrounding such subprime lending.

III. SECURITIZATION OF FRINGE ECONOMY RECEIVABLES – A LENDER'S ISSUE

SECURITIZATION OF ABERRANT
CONTRACT RECEIVABLES *Thomas E. Plank* 171

Originators of traditional receivables, such as automobile loans, use securitization and structured finance debt transactions to obtain financing at lower net costs than traditional secured financing. The typical securitization or structured finance debt transaction combines (i) a sale of receivables to a separate, bankruptcy remote, special purpose legal entity (an "SPE") and (ii) a loan to the SPE secured by the receivables. This combination produces lower net financing costs because the SPE's lender can obtain repayment of its loan from the receivables while avoiding the costs that the Bankruptcy Code imposes on direct secured lenders to originators that could become debtors in bankruptcy for reasons unrelated to the receivables. The viability of this financing technique, however, depends upon receivables that produce reliable cash flows with minimal reliance on an operating company. This article analyzes the reasons for the net costs savings of securitization and structured finance debt transactions and the structural features necessary to achieve those savings. This analysis provides a framework for assessing the feasibility of a securitization or structured finance debt transaction for any type of aberrant contract receivable.

IV. OTHER ABERRANT CONTRACT CONCERNS

LEGAL UNCERTAINTY AND ABERRANT
CONTRACTS: THE CHOICE OF
LAW CLAUSE *William J. Woodward. Jr.* 197

Legal uncertainty about the applicability of local consumer protection can destroy a consumer's claim or defense within the consumer arbitration environment. What is worse, because the consumer arbitration system cannot accommodate either legal complexity or legal uncertainty, the tendency will be to resolve cases in the way the consumer's form contract dictates, that is, in favor of the drafter. To demonstrate this effect and advocate statutory change, this article focuses on fee-shifting statutes in California and several other states. These statutes convert very common one-way fee-shifting terms (consumer pays business's attorneys fees if business wins but not the other way around) into two-way fee-shifting provisions (loser pays winner's fees in all cases). As written, these statutes level the lopsided playing field created by the drafter and, indeed, may give consumers access to lawyers in cases where their claims or defenses are strong. But choice of law provisions, found in the same consumer forms, introduce near-

impenetrable uncertainty into the applicability of those same statutes, thereby reducing or eliminating the intended statutory benefits. This article starts by arguing that statutory change is needed to restore the intended benefits of the otherwise applicable fee-shifting statutes (and of other local consumer protection similarly degraded by drafters' choice of law clauses) and concludes by presenting a roadmap for state statutory reform.

SOME ECONOMIC INSIGHTS INTO APPLICATION OF PAYMENTS DOCTRINE: *WALKER-THOMAS* REVISITED *James W. Bowers* 229

Contractual relations frequently involve multiple transactions, which might give rise either to a single aggregate debt, or else to multiple differing obligations. This conflict creates the application of payments problem. Unsurprisingly, the common law developed long-standing rules for the application of partial payments to multiple, but remedially distinguishable debts. The subject is made timely again by the recent enactments of the 1999 revision of Article 9 of the Uniform Commercial Code. Article 9 instructs courts how to solve the application of payments problem when some partial payments might satisfy "purchase money" security interests. The enactments repealed the common law application of payment rules for consumer purchase money transactions, and invited courts to reinvent consumer payment application rules from scratch. This article uses Williams v. Walker Thomas Furniture Company, a classic aberrant consumer contract case, to provide the first rough economic cut at the impact of the new enactments to Article 9 and to illuminate the challenges the courts will face as they approach the new task of developing consumer payment application rules.

V. A TYPICAL CONSUMER AGREEMENTS AS ABERRANT CONTRACTS

SITUATIONAL DURESS AND THE ABERRANCE OF ELECTRONIC CONTRACTS *Nancy S. Kim* 265

This article explains how the aberrant nature of electronic contracts has unique implications, which contract law should recognize. Companies, taking advantage of these unique implications, may use electronic contracts in an unfair and coercive manner, which is why this article proposes expanding the definition of duress to include "situational duress." Situational duress would not encompass all electronic contracting scenarios, but would be limited to situations where (1) a drafting company uses an electronic contract to block consumer access to a product or service; (2) the consumer has a "vested interest" in that product or service; and (3) the consumer accepts the terms because she was blocked from the product or service after attempting to reject or decline them. Thus, situational duress would be limited to those situations where consumers are uniquely vulnerable because of the nature of their interest in the product or service. In these situations, the consumer's action should not be effective as a manifestation of assent and the contract should be void, not voidable.

TAX FERRETS, TAX CONSULTANTS, BOUNTY HUNTERS, AND HIRED GUNS: THE PROPERTY TAX NETHERWORLD FUELED BY CONTINGENCY FEES AND CHAMPERTOUS AGREEMENTS *J. Lyn Entrikin* 289

Contingency fee agreements between local tax assessors and contract auditors on the one hand, and property owners and private tax consultants on the other, create perverse financial incentives that undermine the integrity of state and local property tax administration. When local governments engage outside

auditors to identify undervalued or escaped taxable property, the practice raises serious due process and ethical concerns. As a matter of policy, diverting a share of property tax revenue to private third parties in consideration for outsourced tax assessment services undermines public accountability and reduces net property tax revenue for local government services. And when states allow private tax consultants to use contingency fee agreements to solicit clients seeking to reduce their share of local property taxes, they unwittingly divert substantial tax revenue to private entrepreneurs. The associated private transaction cost of seeking uniformity in local tax assessment unduly burdens the entire property tax system. Because contingency fee agreements with nonattorneys are generally unregulated by state law, honest taxpayers effectively subsidize not only property tax dodgers, but also contract auditors and private tax consultants.

TENURE, THE ABERRANT CONSUMER CONTRACT *James J. White* 353

The tenure contract that prevails among the faculty at nearly all American colleges and universities is unusual, for the employee, who is normally the weaker, is favored by the contract over the employer, who is normally the stronger. The first part of the paper explains what tenure means and how it came about in the early twentieth century. The second part of the paper argues that the contract protects not only academic freedom but also bad teaching and weak scholarship. Finally the paper argues that the tenure contract should be abolished or restricted to minimize the inefficiencies that are now forced on colleges and universities by the contract in its unfettered form.

ARE YOU FREE TO CONTRACT AWAY YOUR RIGHT TO BRING A NEGLIGENCE CLAIM? *Scott J. Burnham* 379

This article explores the enforceability of the exculpatory clause—a contract term in which one party agrees to give up the right to bring a negligence claim against the other party. A spectrum of views on whether a contract containing such a clause is aberrant or not is presented and analyzed, followed by the author's view of the rubric by which the enforceability of the clause should be measured. The article concludes by deconstructing one contract in which the clause was found.

STUDENT NOTES

THE SEVENTH CIRCUIT GOT IT WRONG: SUPERVISORS SHOULD NOT FACE INDIVIDUAL LIABILITY UNDER SECTION 1981 *Emily Aleisa* 415

In Smith v. Bray, the Seventh Circuit, on a case of first impression, determined that supervisors with retaliatory motives can and should be individually liable under section 1981 when they cause the employer to retaliate against an employee. This article argues against the Seventh Circuit's holding for four reasons. First, courts are required to analyze section 1981 the same way they analyze Title VII, and Title VII does not allow for individual supervisor liability. Second, the Seventh Circuit justified its decision based on a flawed comparison between section 1981 and section 1983, a similar but distinct civil rights statute. Third, individual supervisor liability for discrimination and retaliation conflicts with tort, agency, and contract law, all of which create the framework for analyzing section 1981 specifically and employment discrimination generally. Finally, holding individual supervisors liable under §1981 will chill efficient and effective service to their employers.

MISSING THE FOREST FOR THE TREES: WHY SUPPLEMENTAL NEEDS TRUSTS SHOULD BE EXEMPT FROM MEDICAID DETERMINATIONS *Jeffrey R. Grimyser* 439

Supplemental needs trusts are trusts designed to assist individuals with disabilities by paying for services and items that Medicaid will not pay for. Federal law, however, is unclear as to whether using one of these trusts automatically disqualifies someone from receiving Medicaid, thereby causing the circuit courts to split on their interpretation. Some circuits have held that the Medicaid statute allows states to enact laws prohibiting the use of these trusts while receiving Medicaid benefits based on the federal law's statutory language. While other circuits have ruled that individuals can simultaneously receive Medicaid benefits and use supplemental needs trusts given the purpose of the trusts and the structure of the Medicaid statute. This article argues that, based on the traditional statutory interpretation tools and the relevant policy considerations, individuals with disabilities should be able to simultaneously receive Medicaid benefits while utilizing a supplemental needs trust.

DOES *STATE NATIONAL BANK OF BIG SPRING V. GEITHNER* STAND A FIGHTING CHANCE? *Devon J. Steinmeyer* 471

Two years after the start of the 2008 financial crisis and during one of the worst economic recessions since the Great Depression, Congress passed a law designed to insure a financial crisis of the same magnitude would not occur again, and if it did, it would not have the same wide-reaching effects the 2008 crisis had. The Dodd-Frank Wall Street Reform and Consumer Protection Act sought to, among other things, end "too big to fail," consolidate the consumer protection agencies, and provide for the orderly liquidation of defaulting systematically important companies. State National Bank of Big Spring v. Geithner, a case filed in D.C. Federal District Court, challenges the constitutionality of the Act's provisions. This article reviews a subset of the claims raised in that case and argues that certain provisions of the Act are constitutional while others violate the separate of powers inherent in our Constitution.

PROTECTING FROM ENDLESS HARM: A ROADMAP FOR COERCION CHALLENGES AFTER *N.F.I.B. V. SEBELIUS* *Eric Turner* 503

In *N.F.I.B. v. Sebelius*, a plurality of the Supreme Court struck down the Patient Protection and Affordable Care Act's Medicaid (PPACA) expansion. The Court did so by holding that the doctrine "coerced" States into implementing federal policy by threatening to withhold Medicaid funding to states that did not reform their Medicaid programs. This marks the first time a program properly enacted under Congress' Spending Power has been found to coerce the states. The Court's coercion analysis, however, has raised more questions than it answered. The plurality's language is vague, and commentators have struggled to analyze the holding. But what factors made the PPACA's Medicaid expansion a coercive program? Where should courts draw the line between permissible and impermissible conditions? How can future Spending Power programs be analyzed in line with the coercion argument? This note proposes a three part test to follow when analyzing a coercion argument. This test seeks to give structure to the coercion argument in three ways: by incorporating the policies underlying the Court's plurality opinions in N.F.I.B. v. Sebelius; by suggesting objective, concrete principles that may be followed in a coercion analysis; and by diminishing the importance of subjective or vague aspects of the Court's coercion analyses.

CHICAGO-KENT LAW REVIEW

Chicago-Kent College of Law
Illinois Institute of Technology

Published by the Chicago-Kent College of Law
Illinois Institute of Technology
565 West Adams Street, Chicago, Illinois 60661

VOLUME 89 2014 NUMBER 1

Cite this volume as: 89 CHI.-KENT L. REV. — (2014).

The *Chicago-Kent Law Review* is published by the Chicago-Kent College of Law, Illinois Institute of Technology, 565 West Adams Street, Chicago, Illinois 60661-3691; telephone: (312) 906-5190. The annual subscription price is $35 for subscriptions in the United States and Canada and $40 for all other countries. Single issues are available for $13 plus shipping. If the subscription is to be discontinued at expiration, notice to that effect should be sent; otherwise, it will be renewed as usual. All notifications of address changes should include the old and new addresses and ZIP codes.

Chicago-Kent College of Law assumes no responsibility for any statement appearing in this publication.

http://cklawreview.com

Chicago-Kent College of Law
Illinois Institute of Technology

2013-2014 FACULTY

Susan Johanne Adams, B.A., M.A., J.D.
Professor of Legal Research and Writing, Associate Director of the Legal Research and Writing Program, and Director of Writing Services

Lori B. Andrews, B.A., J.D.
Distinguished Professor of Law, Director of the Institute for Science, Law and Technology

Bernadette Atuahene, B.A., M.P.A., J.D.
Associate Professor of Law

Kimberly D. Bailey, B.A., J.D.
Assistant Professor of Law

Katharine K. Baker, B.A., J.D.
Professor of Law

Felice Batlan, B.A., J.D., Ph.D.
Associate Professor of Law, Co-Director of the Institute for Law and the Humanities, and Director of the Institute for Compliance

William A. Birdthistle, B.A., J.D.
Associate Professor of Law

Alexander Boni-Saenz, A.B., M. Sc., J.D.
Assistant Professor of Law

Ralph L. Brill, A.B., J.D.
Professor of Law

Evelyn Brody, B.A., J.D.
Professor of Law

Bartram S. Brown, B.A., J.D., Ph.D.
Professor of Law and Co-Director of the Program in International and Comparative Law

Gerald Brown, B.S.C., J.D.
Director of the Graduate Program in Taxation and Senior Instructor

Christopher J. Buccafusco, B.S., J.D.
Associate Professor of Law, Co-Director of the Center for Empirical Studies of Intellectual Property

Howard S. Chapman, B.S., J.D.
Professor of Law and Director of the Program in Business Law

Sungjoon Cho, LL.B, M.P.A, LL.M., S.J.D.
Professor of Law and Norman and Edna Freehling Scholar

Richard J. Conviser, B.A., J.D., Dr. Jur.
Professor of Law

Daniel T. Coyne, B.A., J.D.
Clinical Professor of Law

Elizabeth De Armond, B.S., J.D.
Professor of Legal Research and Writing

Rhonda De Freitas, B.A., J.D.
Clinical Assistant Professor of Law

Jonathan P. Decatorsmith, B.A., J.D.
Clinical Assistant Professor of Law

Howard C. Eglit, B.A., J.D.
Professor of Law

Suzanne Ehrenberg, B.A., J.D.
Professor of Legal Research and Writing

David Erickson, B.A. . J.D.
Senior Instructor of Law, Director of the Trial Advocacy Program, and Co-Director of the Program in Criminal Litigation

David J. Gerber, B.A., M.A., J.D.
Distinguished Professor of Law and Co-Director of the Program in International and Comparative Law

Douglas Godfrey, B.A., M.A., J.D.
Professor of Legal Research and Writing

Jerry Goldman, A.B., M.A., Ph.D.
Director of the Oyez Project and Research Professor of Law

Richard J. Gonzalez, B.A., J.D.
Clinical Professor of Law

Sanford N. Greenberg, B.A., M.A., J.D., Ph.D.
Professor of Legal Research and Writing

Vivien C. Gross, B.A., M.A., J.D.
Clinical Professor of Law

Philip N. Hablutzel, B.A., M.A., J.D.
Professor of Law and Director of the Institute of Illinois Business Law

Sarah K. Harding, B.A., LL.B., B.C.L., LL.M.
Associate Professor of Law and Associate Dean for Faculty

Vinay Harpalani, B.A., M.S., M.B., Ph.D., J.D.
Visiting Assistant Professor of Law

Heather Harper, B.A., J.D.
Clinical Assistant Professor of Law

Edward C. Harris, B.A., J.D.
Assistant Dean and Associate Professor for International LL.M. Programs

Steven L. Harris, B.A., J.D.
Professor of Law

Todd Haugh, B.A., J.D.
Visiting Assistant Professor of Law

Steven J. Heyman, A.B., J.D.
Professor of Law

Kari L. Johnson, B.A., J.D.
Professor of Legal Research and Writing

Cherish M. Keller, B.S., J.D.
Assistant Professor of Legal Research and Writing for LL.M. Programs

Valerie Gutmann Koch, A.B., J.D.
Visiting Assistant Professor of Law

Pamela A. Kentra, B.A., J.D.
Clinical Professor of Law

Richard S. Kling, B.A., J.D.
Clinical Professor of Law

Edward Kraus, B.A., J.D.
Clinical Professor of Law

Harold J. Krent, A.B., J.D.
Dean and Professor of Law

Gary S. Laser, B.B.A., J.D.
Associate Professor of Law, Director of Clinical Education, and Co-Director of the Program in Criminal Litigation

Laurie E. Leader, A.B., J.D.
Clinical Professor of Law

Edward Lee, B.A., J.D.
Professor of Law, Director of the Program in Intellectual Property Law, and Norman and Edna Freehling Scholar

Martin H. Malin, B.A., J.D.
Professor of Law and Director of the Institute for Law and the Workplace

Nancy S. Marder, B.A., M.Phil., J.D.
Professor of Law, Director of the Justice John Paul Stevens Jury Center, and Co-Director of the Institute for Law and Humanities

Ana Mendez Mencini, B.A., M.A., J.D.
Clinical Assistant Professor of Law

Herbert Munsterman, J.D., M.S., B.S.
Lecturer and Director of the Intellectual Property Management and Markets Program

Sheldon H. Nahmod, A.B., LL.B., M.A.
Distinguished Professor of Law

Henry H. Perritt, Jr., S.B., S.M., J.D.
Professor of Law and Director of the Graduate Program in Financial Services Law

Mickie Voges Piatt, B.A., M.L.S., J.D.
Associate Professor of Law and Deputy Director of the Program in Intellectual Property Law

Cesar F. Rosado Marzan, M.A., B.A., J.D.
Assistant Professor of Law

Mark D. Rosen, A.B., J.D.
Professor of Law

Marsha Ross-Jackson, B.A., M.P.A., J.D.
Assistant Dean for Student Professional Development, Executive Director of the Institute for Law and the Workplace, and Lecturer

David S. Rudstein, B.S., J.D., LL.M.
Professor of Law and Co-Director of the Program in Criminal Litigation

Christopher W. Schmidt, B.A., M.A., Ph.D., J.D.
Assistant Professor of Law

David L. Schwartz, B.S., J.D.
Associate Professor of Law and Co-Director of the Center for Empirical Studies of Intelelectual Property

Carolyn Shapiro, B.A., J.D.
Associate Professor of Law and Director of the Institution on the Supreme Court of the United States

Stephen D. Sowle, B.A., J.D.
Assistant Dean for Academic Administration and Student Affairs and Senior Lecturer

Michael I. Spak, B.S., J.D., LL.M.
Professor of Law

Ronald W. Staudt, B.A., B.S., J.D.
Professor of Law and Director of the Center for Access to Justice and Technology

Joan E. Steinman, A.B., J.D.
Distinguished Professor of Law

Stephanie M. Stern, B.A., J.D.
Associate Professor of Law and Norman and Edna Freehling Scholar

Keith Ann Stiverson, M.S., J.D.
Director of the IIT Downtown Campus Library and Senior Lecturer

Kent Streseman, B.A., J.D.
Associate Professor of Appellate Advocacy and Director of the Ilana Diamond Rovner Program in Appellate Advocacy

Mary Rose Strubbe, B.A., J.D.
Professor of Legal Research and Writing, Director of the Legal Research and Writing Program, and Assistant Director of the Institute for Law and the Workplace

Patricia M. Sudendorrf, B.A., J.D.
Instructor

A. Dan Tarlock, A.B., LL.B.
Distinguished Professor of Law and Director of the Program in Environmental and Energy Law

Adrian Walters, B.A., M.A., C.P.E. (Law)
Ralph L. Brill Professor of Law

Richard A. Warner, B.A., J.D., Ph.D.
Professor of Law and Faculty Director of the Center for Law and Computers

Richard W. Wright, B.S., J.D., LL.M.
Distinguished Professor of Law

EMERITI

Lewis M. Collens, B.S., M.A., J.D.
President Emeritus, Illinois Institute of Technology and Professor of Law Emeritus

Jeffrey G. Sherman, A.B., J.D.
Professor of Law Emeritus

Margaret G. Stewart, B.A., J.D.
Professor of Law Emeritus

ADJUNCT FACULTY

Sherwin D. Abrams, B.S., J.D.
Adjunct Professor of Law
John F. Acevedo, B.A., J.D.
Adjunct Professor of Law
David C. Adams, B.A., M.B.A., J.D.
Adjunct Professor of Law
Olta Andoni, LL.M.
Adjunct Professor of Law
Cheryl D. Balough, B.A., M.B.A., M.A.L.S., J.D.
Adjunct Professor of Law
Benjamin Beiler, LL.B., J.D., LL.M.
Adjunct Professor of Law
Kate G. Berezutskaya, M.S., J.D., Ph.D.
Adjunct Professor of Law
Debra R. Bernard, B.A., J.D.
Adjunct Professor of Law
John A. Biek, B.S., J.D.
Adjunct Professor of Law
Ashly Iacullo Boesche, B.A., J.D.
Adjunct Professor of Law
Adam Bottner, B.A., J.D.
Adjunct Professor of Law
William A. Boulware, B.A., J.D.
Adjunct Professor of Law
Jeffrey W. Brend, B.S., J.D.
Adjunct Professor of Law
Lawrence H. Brenman, B.S., J.D., LL.M.
Adjunct Professor of Law
Sarah E. Buck, B.A., J.D.
Adjunct Professor of Law
Chadwick I. Buttell, B.A, J.D., M.B.A., LL.M.
Adjunct Professor of Law
Robert E. Byrne, B.S., J.D.
Adjunct Professor of Law
Thomas B. Cahill, B.A., J.D.
Adjunct Professor of Law
Nicholas A. Caputo, B.S.B.A., J.D.
Adjunct Professor of Law
Debbie Chizewer, B.A., J.D.
Adjunct Professor of Law
Michael A. Clark, B.A., J.D.
Adjunct Professor of Law
Joseph M. Claps, B.S., J.D.
Adjunct Professor of Law
Robert A. Clary II, B.A., J.D., LL.M.
Adjunct Professor of Law
Kevin J. Coenen, B.S.B.A., J.D.
Adjunct Professor of Law
Patrick S. Coffey, B.A., J.D.
Adjunct Professor of Law
Denis J. Conlon, B.S.C., J.D., LL.M.
Adjunct Professor of Law
Peter E. Cooper, B.A., J.D.
Adjunct Professor of Law
Christopher Cue, B.A., J.D., LL.M.
Adjunct Professor of Law
Deborah A. White Dabulskis, B.S., J.D.
Adjunct Professor of Law
Brian E. Davis, B.S., J.D.
Adjunct Professor of Law
Champ W. Davis, Jr., B.S., J.D.
Adjunct Professor of Law
Michael J. Delrahim, B.S., J.D.
Adjunct Professor of Law
Mary E. Dicig, B.S., J.D.
Adjunct Professor of Law
Grantland G. Drutchas, B.S., J.D.
Adjunct Professor of Law
Nicola Fiordalisi, J.D., J.D.
Adjunct Professor of Law
Margaret C. Firnstein, B.A., J.D.
Adjunct Professor of Law
Jennifer M. Fletchall, B.S., J.D.
Adjunct Professor of Law
Hon. Kenneth L. Fletcher, B.A., J.D.
Adjunct Professor of Law
Courtney Fong, B.Phil., M.B.A., J.D.
Adjunct Professor of Law
Howard W. Foster, B.A., J.D.
Adjunct Professor of Law
Jeffrey B. Frishman, B.A., J.D., LL.M.
Adjunct Professor of Law
Steven G. Frost, B.S., M.S., J.D.
Adjunct Professor of Law
Martha A. Garcia, A.A., B.S., J.D.
Adjunct Professor of Law
Patrick G. Gattari, B.S., J.D.
Adjunct Professor of Law
John M. Geiringer, B.A., J.D.
Adjunct Professor of Law
Tracy K. Genesen, B.A., J.D.
Adjunct Professor of Law
Lindsay M. Gephardt, B.S., J.D.
Adjunct Professor of Law
Robert B. Ginsburg, B.S., M.A., J.D.
Adjunct Professor of Law
Mitchell B. Goldberg, B.A., J.D.
Adjunct Professor of Law
Scott B. Goldsher, B.S., J.D., LL.M.
Adjunct Professor of Law
Robert G. Goldstein, B.S., J.D.
Adjunct Professor of Law
Tomas G. Gonzalez, B.S., J.D.
Adjunct Professor of Law
Ian Greengross, B.S.B.A., J.D.
Adjunct Professor of Law
Eric F. Greenberg, B.A., J.D.
Adjunct Professor of Law
Hon. Maxwell Griffin, Jr., B.A., J.D.
Adjunct Professor of Law
David I. Grund, B.A., J.D.
Adjunct Professor of Law
Nancy Hablutzel, B.S., M.A., Ph.D., J.D.
Adjunct Professor of Law
Eldon L. Ham, B.S., J.D.
Adjunct Professor of Law
Harold S. Handelsman, B.A., J.D.
Adjunct Professor of Law
William M. Hannay, B.A., J.D.
Adjunct Professor of Law

Keith I. Harley, A.B., M.Div., J.D.
Adjunct Professor of Law
Daniel Mark Harris, B.A., J.D.
Adjunct Professor of Law
Robert J. Harris, B.A., J.D.
Adjunct Professor of Law
Hon. Donald R. Havis,B.S, J.D.
Adjunct Professor of Law
Kristen E. Hazel, B.A., J.D.
Adjunct Professor of Law
Matthew C. Houchens, B.S., J.D.
Adjunct Professor of Law
William N. Howard, B.S., J.D.
Adjunct Professor of Law
Bradley J. Hulbert, B.S.E.E., M.B.A., J.D.
Adjunct Professor of Law
Joshua J. Jones, B.A., J.D.
Adjunct Professor of Law
Michelle C. Kauppila, B.A., M.S., J.D.
Adjunct Professor of Law
Donald B. Kempster, B.A., J.D.
Adjunct Professor of Law
Adam C. Kibort, B.A., J.D.
Adjunct Professor of Law
Meghan Kieffer, B.S., J.D.
Adjunct Professor of Law
Leslie A. Klein, B.S., J.D.
Adjunct Professor of Law
William C. Kling, B.A., J.D.
Adjunct Professor of Law
Sydney R. Kokjohn, B.S., J.D.
Adjunct Professor of Law
Christos Komissopoulos, LL.M., M.A., S.J.D.
Adjunct Professor of Law
Hon. Demetrios G. Kottaras, B.S., J.D.
Adjunct Professor of Law
John J. Lapinski, B.S., J.D.
Adjunct Professor of Law
Matthew P. Larvick, B.S., J.D.
Adjunct Professor of Law
Gerise M. LaSpisa, B.S., J.D.
Adjunct Professor of Law
David M. Lavin, B.S., J.D.
Adjunct Professor of Law
Elizabeth A. Laughlin, B.A., J.D.
Adjunct Professor of Law
Marvin J. Leavitt, B.A., J.D.
Adjunct Professor of Law
Joan M. Lebow, B.A., J.D.
Adjunct Professor of Law
Deborah Brown Lee, B.A., J.D.
Adjunct Professor of Law
Michael S. Lee, B.S., M.S., J.D. LL.M.
Adjunct Professor of Law
Corinne M. Levitz, B.A., J.D.
Adjunct Professor of Law
Joel J. Levin, B.A. J.D.
Adjunct Professor of Law
Charles R. Levun, B.S., J.D.
Adjunct Professor of Law
Anthony D. Lucafo, B.A., J.D.
Adjunct Professor of Law
Susan M. MacLean, B.A., J.D.
Adjunct Professor of Law
Steven N. Malitz, B.A., J.D.
Adjunct Professor of Law
Susan P. Malone, B.A., J.D.
Adjunct Professor of Law
Marenglen Marku, B.A., MA., Ph.D.
Adjunct Professor of Law
Daniel G. Martin, B.A., J.D.
Adjunct Professor of Law
Richard J. Mason, B.A., M.B.A., J.D.
Adjunct Professor of Law
William H. Mayer, B.S., J.D.
Adjunct Professor of Law
J. Brent McCauley, B.S., J.D.
Adjunct Professor of Law
Terrence J. McConville, B.A., J.D.
Adjunct Professor of Law
James P. McKay, B.A., J.D.
Adjunct Professor of Law
Renee D. McKinney, B.A., M.I.L.S., J.D.
Adjunct Professor of Law
Robert C. Milla, B.A., M.A., J.D.
Adjunct Professor of Law
Alyssa Mogul, B.A., J.D.
Adjunct Professor of Law
Alexandra Molesky, B.A., J.D.
Adjunct Professor of Law
Ira A. Moltz, B.A., J.D.
Adjunct Professor of Law
J. Michael Monahan II, B.A., J.D.
Adjunct Professor of Law
Rachel Moran, B.A., J.D.
Adjunct Professor of Law
James J. Morici, B.A., J.D.
Adjunct Professor of Law
Gia L. Morris, B.A., J.D.
Adjunct Professor of Law
Hal R. Morris, B.A., M.B.A., J.D.
Adjunct Professor of Law
Wendy J. Muchman, B.A., J.D.
Adjunct Professor of Law
Michael Nathanson, B.S., Ph.D.
Adjunct Professor of Law
Marcia J. Nawrocki, B.S., J.D., LL.M.
Adjunct Professor of Law
Meagan N. Newman, B.A., J.D.
Adjunct Professor of Law
Valerie R. Neymeyer-Tynkov, B.A., M.S., J.D.
Adjunct Professor of Law
Lance D. Northcutt, B.A., J.D.
Adjunct Professor of Law
Mary Lou Norwell, B.S., J.D.
Adjunct Professor of Law
Jared S. Palmer, B.S., J.D.
Adjunct Professor of Law
John B. Palmer III, B.A., J.D.
Adjunct Professor of Law
Jungyoon Jaz Park, B.A., J.D.
Adjunct Professor of Law
Lucy K. Park, A.B., M.A., J.D.
Adjunct Professor of Law

Todd S. Parkhurst, B.S., J.D.
Adjunct Professor of Law

Peter M. Parry, B.A., J.D.
Adjunct Professor of Law

Jeffrey R. Patt, B.S., J.D.
Adjunct Professor of Law

Pamela A. Paziotopoulos,B.A., J.D.
Adjunct Professor of Law

Scott V. Peters, B.A., Ph.D., J.D.
Adjunct Professor of Law

Phillip M. Pippenger, B.S.E.E., M.S.E.E., J.D.
Adjunct Professor of Law

John F. Pollick, B.A., J.D.
Adjunct Professor of Law

Ljubica D. Popovic, B.A., J.D.
Adjunct Professor of Law

Raymond W. Prather, B.A., J.D.
Adjunct Professor of Law

Hon. Lee Preston, B.S., J.D.
Adjunct Professor of Law

Matthew F. Prewitt, B.A., J.D.
Adjunct Professor of Law

Charles J. Prochaska, B.A., J.D.
Adjunct Professor of Law

Kevin R. Pryor, B.A., J.D.
Adjunct Professor of Law

Richard W. Renner, A.B., J.D., LL.M.
Adjunct Professor of Law

Bruce Richman, B.A., MS. . MS., M.B.A.
Adjunct Professor of Law

Leigh D. Roadman, B.S., J.D.
Adjunct Professor of Law

Jenifer M. Robbins, B.A., J.D.
Adjunct Professor of Law

Jeffrey S. Rothbart, B.A., J.D., LL.M.
Adjunct Professor of Law

Jeffrey C. Rubenstein, A.B., J.D., LL.M.
Adjunct Professor of Law

Susan J. Russell, B.A., M.A., J.D.
Adjunct Professor of Law

Vincent J. Samar, A.B., M.P.A., J.D., Ph.D.
Adjunct Professor of Law

Robert P. Scales, B.A., J.D., M.L.A.
Adjunct Professor of Law

Heather N. Schafer, B.S., M.S., J.D.
Adjunct Professor of Law

John T. Schaff, B.S., J.D.
Adjunct Professor of Law

Rick M. Schoenfeld, B.A., J.D.
Adjunct Professor of Law

Daniel C. Shapiro, B.A., J.D.
Adjunct Professor of Law

Laurie A. Silvestri, B.A., J.D.
Adjunct Professor of Law

Joseph E. Silvia, B.A., J.D., LL.M.
Adjunct Professor of Law

Amanda A. Sonneborn, B.A., M.H.R.I.R., J.D.
Adjunct Professor of Law

Donald F. Spak, A.B., J.D.
Adjunct Professor of Law

Matthew J. Stanton, B.A., J.D.
Adjunct Professor of Law

Tamara B. Starks, B.S., M.A., J.D.
Adjunct Professor of Law

Steven G.M. Stein, B.A., J.D.
Adjunct Professor of Law

Peter J. Strand, B.A., J.D.
Adjunct Professor of Law

Michael R. Strong, B.A., J.D.
Adjunct Professor of Law

John C. Strzynski, B.A., J.D., LL.M.
Adjunct Professor of Law

Robert A. Surrette, B.S.M.E., M.S.M.E., J.D.
Adjunct Professor of Law

Stephen R. Thorn, B.S., M.S., M.S., J.D.
Adjunct Professor of Law

Marcie E. Thorp, B.S., J.D.
Adjunct Professor of Law

Michelle M. Truesdale, B.A., J.D.
Adjunct Professor of Law

Douglas J. Tucker, B.A., J.D.
Adjunct Professor of Law

Lee M. Weisz, B.A., J.D.
Adjunct Professor of Law

Thomas M. White, B.A., J.D.
Adjunct Professor of Law

Richard A. Wilson, B.A., J.D.
Adjunct Professor of Law

Christopher J. Williams, B.A., B.S., J.D.
Adjunct Professor of Law

Charles Wintersteen, B.A.,M.A., J.D.
Adjunct Professor of Law

Michael Wise, B.A., J.D.
Adjunct Professor of Law

J. Bryan Wood, B.A., J.D.
Adjunct Professor of Law

Patricia Wrona, B.A., J.D.
Adjunct Professor of Law

Thomas M. Zollo, B.A., J.D.
Adjunct Professor of Law