

Transforming Reassessment in Legal Writing

AALS - January 6, 2005

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www.law.du.edu/lawproc

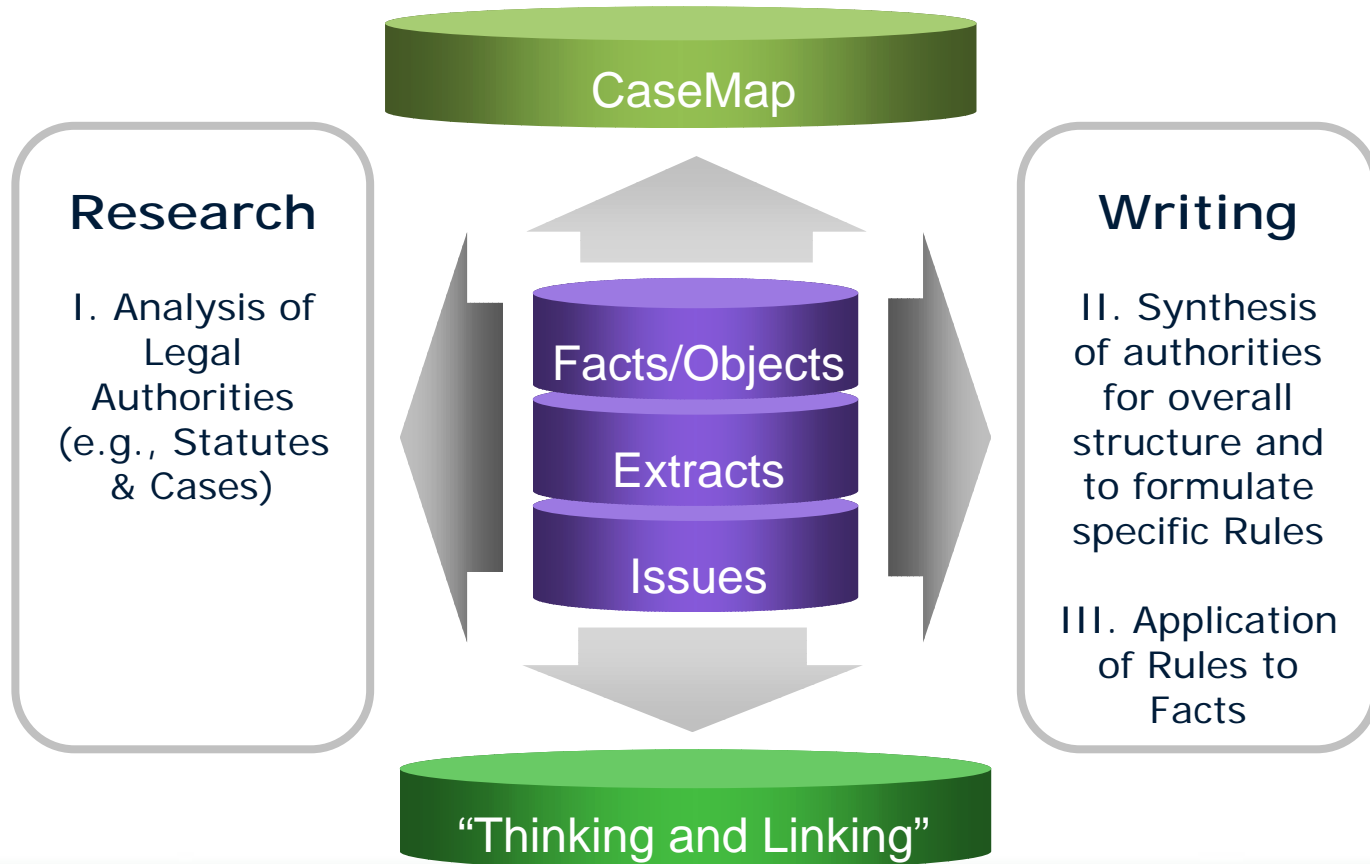


CaseMap is widely used in practice

- ❖ 10,000 law firms nationwide use it.
- ❖ U.S. Department of Justice licensed 15,000 copies for all the U.S. Attorney's Offices.
- ❖ California and Colorado Attorney General's Offices have licensed more than 1,200 copies.
- ❖ Three UN War Crimes Tribunals & International Criminal Court are using it.
- ❖ 30 law schools use it—in the clinic, mostly.
 - DU is the first law school to require CaseMap in the first-year writing program.

CaseMap supports cognition

CaseMap addresses the “writing before thinking” problem



In law school classes, the focus is on excerpts for narrow issues:

I. Analysis of Authorities



In practice, cases address multiple issues, but students struggle to file them into one category.

File Edit View Insert Format Records Tools Help				
New [Icons]				
Back Research - Extracts from Authorities				
Main Shortcuts	Authority Name 1/4	Extract Text	Notes	Linked Issues
	Knoebel v. Siders (1968)	A permanent injunction would result in Defendant Siders having to either move from the region in which he has spent most of	why unreasonable	cannot impose undue
Facts	Management Recruiters v. I	The trial court must first examine the factual [**8] situation to determine whether a restrictive covenant is justified at all. Here,	First prong of 2 prong test	need for restrictive cov
Objects	Management Recruiters v. Miller (1988)	The trial court ruled that the information on "candidates," but not "employer-clients", was a trade secret. Thus, the	Trade Secret	
Issues	Management Recruiters v. Miller (1988)	The trial court must then examine the specific terms of the noncompetition clause to determine the reasonableness of their	Second Prong of two prong test	what are effects of the
Extracts from Authorities	National Graphics Company v. Dilley (1984)	Citing § 8-2-113, C.R.S., the trial court ruled the agreement to be void because it was silent as to both time and geographic	Rule on reasonableness of covenant: time and	what are effects of the
	Network Telecommunications v. Boor-Cepreau (1990)	Since the statute plainly says that listings of names may be trade secrets, we conclude that the trial court erred in ruling as	Customer Lists are trade secrets	
	Network Telecommunications v. Boor-Cepreau (1990)	The Commissioner's comments to the [**5] Uniform Trade Secrets Act note that reasonable efforts to maintain secrecy	reasonable actions taken by owner to maintain secrecy	
	Porter v. Higgins (1984)	Similarly, the determination of whether employee was "executive and management personnel . . . officers . . .	Executive/Management status is a question of fact	Executive/Management
	Porter v. Higgins (1984)	Here, the record reflects that employee's job title was that of a company representative and salesperson salaried at \$1,400 per	Porter does not fall under exception-- not exec./mgt.	negotiated and sold co sales calls, filed contr
	Porter v. Higgins (1984)	Here, the only "trade secret" to which employer lays claim is its own pricing and bidding structure. Employer posits no	Pricing and bidding structures are not trade	
	Rivendell Forest Products v. Georgia Pacific Corp. (1993)	Trade secret misappropriation can be established despite the lack of any copying or physical appropriation. Velo-Bind, Inc.	using knowledge from an old job in a new one is not a	
	Smith v. Sellers (1987)	"Staff" is defined as "the personnel responsible for the functioning of an institution or the establishment or the carrying	Definition of Staff	Smith v. Sellers
	Uniform Trade Secrets Act(enacted 1986)	"Trade secret" means the whole or any portion or phase of any scientific or technical information, design, process, procedure,	Definition of a Trade Secret	
	West Co Methods of Practice Section 19.25	Restrictive covenants that prohibit solicitation of the former employer's customers or clients also are analyzed under the	Differentiation in Enforcement of Non-	
Other Shortcuts	West Co Methods of Practice Section 19.25	A naked covenant not to compete which is otherwise void cannot be validated by the insertion of a companion clause	Enforce confidential information clause and not	
Object Types	Zeff v. Farrington (1969)	The rule is well settled in Colorado that reasonable covenants not to	reasonable depends on facts of each case	what are effects of the
Research Types				

II. Synthesis

Initially, many students simply write a series of case briefs.

Memo

Case X says X

Case Y says Y

Case Z says Z

Therefore, (conclusion)

CaseMap helps students see connections and synthesize rules.

Memo

Cases x, y, and z outline two tests.

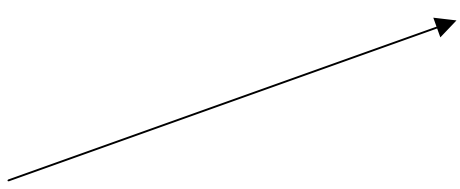
Case x and y address test A...

Cases y and z address test B...

Therefore....

Main Shortcuts	Full Name	Short Name	Description	LS: Extr
	1 Trade Secrets	TradeSecrets		4
	1.1 Available in Public Domain	AvailableInPublicDomain		0
Facts	1.1.1 Colorado Supply v. Stewart	ColoradoSupplyVStewart		0
	1.2 More than Protective Measures	MoreThanProtectiveMeasures		0
Objects	1.2.1 Harvey Barnett	HarveyBarnett		0
	1.3 Valuable	Valuable		0
	1.4 Gold Messenger and Colorado Supply	GoldMessengerAndColoradoSupply		0
Issues	2 Executive/Management personnel	Executive/ManagementPersonnel	First exemption- likely issue	9
	2.1 "In Charge" of business	InChargeOfBusiness		3
	2.1.1 Porter v. Higgins	PorterVHiggins		1
	2.1.1.1 not "in charge" of the business	NotInChargeOfBusiness		0
Extracts from Authorities	2.1.1.2 negotiated and sold contracts, made sales calls,	NegotiatedAndSoldContractsMad		1
	2.1.2 In re Marriage of Fisher	InReMarriageOfFisher		1
	2.1.2.1 sole owners and operators of the business, and	SoleOwnersAndOperatorsOfBusine		1
	2.1.3 Management Recruiters	ManagementRecruiters		1
	2.1.3.1 Miller is primarily an info. gatherer	MillerIsPrimarilyAnInfoGathere		1
	2.1.3.2 he has no more access to secret information	HeHasNoMoreAccessToSecretInfor		0
	2.2 Act in an unsupervised capacity	ActInAnUnsupervisedCapacity		3
	2.2.1 Porter v. Higgins - Act in an unsupervised	PorterVHiggins-ActInAnUnsuperv		0
	2.2.1.1 he did not act in an unsupervised capacity	HeDidNotActInAnUnsupervisedCap		0
	2.2.2 Atmel v. Vitesse	AtmelVvitesse		1
	2.2.2.1 he did not supervise or manage anyone and he	HeDidNotSuperviseOrManageAnyon		1
	2.2.3 Alexander v. Hall	AlexanderVHall		2
	2.2.3.1 he was assistant VP	HeWasAssistantVP		0
	2.2.3.2 he supervised employees	HeSupervisedEmployees		0
	2.2.3.3 he independently handled the needs of clients	HeIndependentlyHandledNeedsOfC		0
	2.2.3.4 he developed new business	HeDevelopedNewBusiness		0
	2.2.3.5 engaged in national efforts	EngagedInNationalEfforts		0

III. Rule Application

- ❖ Issue
 - ❖ Rule
 - ❖ Application
 - ❖ Conclusion
- 
- ❖ A – Connect Authorities to Client Facts

One of the biggest challenges for most law students is to actually apply the legal rules they have found to a particular client situation. The CaseMap “Facts” screen helps students see the connection between a legal issue and a particular client fact.

CaseMap 4.6 - 2004 Travers Matter

File Edit View Insert Format Records Tools Help



← Back → Facts

Main Shortcuts	Date & Time	Fact Text	Source(s)	Linked Issues
	Not Applicable	At Western, Lauren Travers held both an in-office and an outdoor instructor positions.	8/2004 Travers Meeting	Duties and responsibilities -
	Not Applicable	At Western, Lauren Travers was the 'marketing queen'. She developed theme trips for Western's clients.	8/2004 Travers Meeting	Duties and responsibilities -
	Not Applicable	Ms. Travers used Western's e-mail surveys to design and advertise her business, <u>Waterwomen</u> .	2nd Meeting with Ms. Travers	Trade Secrets
	Not Applicable	Ms Travers and Mr. Atkins were the only persons at Western who had accesses to the computer (which contained the e-mail	2nd Meeting with Ms. Travers	Trade Secrets
	05/??/1996	Lauren Travers graduated from the University of Colorado at Boulder with a degree in marketing.	8/2004 Travers Meeting	Background Information, Education and
	Sat 06/01/2002	Lauren Travers signed an Employment Agreement with Ultimate Western Outfitters, Inc.	8/2004 Travers Meeting and Employment	Validity of Non-compete agreements in Colorado
	06/01/02	Lauren Travers alone accessed and maintained Western's email surveys.	2nd Meeting with Ms. Travers	Trade Secrets
	07/??/2002	Lauren Travers opened her business, <u>Waterwomen</u> .		Duration of Prohibition, Geographical Scope



Facts



Objects



Issues



Extracts from Authorities

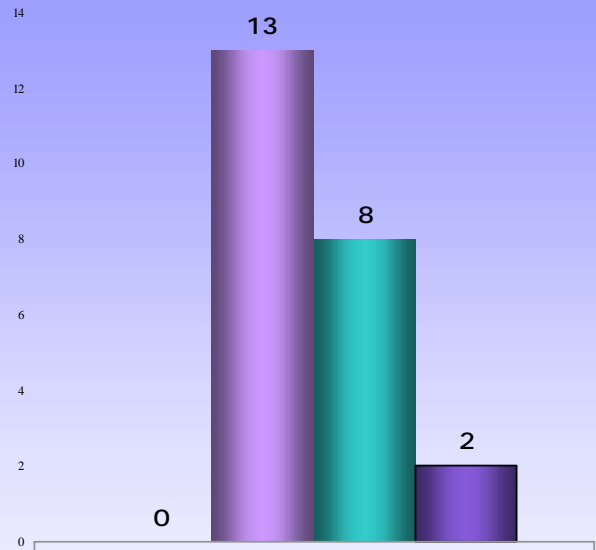
Student Feedback

- ❖ Preliminary student survey of just one L.P. Professor's classes
- ❖ 23 survey respondents
- ❖ 6 questions about usage and usefulness
- ❖ More detailed survey to be conducted at the end of the academic year

Student perception of CaseMap

It is another assignment – but mostly, they think it helps them prepare to write

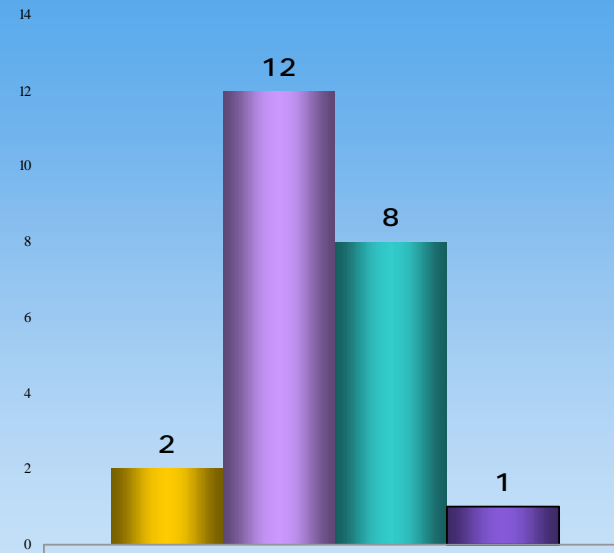
Did it Help?



Did CaseMap help you complete the assignments?



Enhance Learning?



Did CaseMap help you learn in this course?



CaseMap Contact Information

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