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I

COL

Bb

$

gravamen

Relevance of document

timing -after k formed

customary practice- terms later

Modification

he didn’t read it

Integration clause

Merchant

Warr merch

fitness

disclaimer

no promises re duration

assumption of risk ?

denial of ordinary negligence

public policy

fault

2-719(3)

Misrep?

Breach

2 hour promise – about 2 hr

delayed departure

engine not working well

leaking mask/heel strap breakage

acceptance after inspection

consequences of breach - foreseeability/mitigation

cut foot

loss of snorkeling time

water purchase

medical expenses

cost of gear

contract for water – duress

no food or drink allowed on board – proc uncs?

Emotional devastation

Never again snorkel

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II

COL

Offer?

Unilateral K

Revocation of offer?

On 10/5

On 10/6

On 10/7

Acceptance – when?

Not sent to listed website

Doesn’t read newspapers

Didn’t see facebook retraction

Firm Offer

Consideration/Illegality

Reliance

SOF

Settlement K

Honest dispute?

Inadequacy of consid/nominal consid?

Breach?

Prominent place on body

Damages

Pizza for life

$75

$500

ribbing received

forseeability

spec. perf. (other unique circumstances?)

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III

Oral k?

“dope” an acceptance?

Experts in 10 days

Plan a memorandum?

I don’t think that is what they promised

Acceptance by conduct

Plan as k

SOF – 1 year? From when?

Duty to disclose? –competitors?

Misrep – compensate for all damage

Mistake – about what? Caused by what?

Doesn’t want to void

Repair- 1% - trade usage

Fails of its essential purpose

War

PER

Testimony – trade?

Insurance k

Interpret k as a whole

Against Drafter

LR’s employment of its own Russian hackers

Fines and customer injuries – consequential damages? Will compensate for all damages caused by successful braches?

Lawyer’s advice

Is successful data breach a breach by LR?

Is delay in response a breach? Not quickly locking bank’s data doors

Settle and challenge settlement as product of duress?

Get threat in writing – reas. assurance

Consideration