Professor George W. Kuney
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Via E-mail kconrad@ena.com

August 15, 2016

Kitty Conrad, Esq., General Counsel
ENA Educational Networks of America
618 Grassmere Park Drive, Suite 12
Nashville, Tennessee 37211

Dear Ms. Conrad:

As you know, I am a professor of law at The University of Tennessee College of Law where I teach contract law courses, among other things, and research and write in that and related areas of law. My curriculum vitae is enclosed for your ease of reference. You have asked me to examine certain documents by and between ENA Education Networks of America/ENA Services, LLC (collectively, "ENA") and the Sweetwater City School District Consortium ("Sweetwater") to determine whether or not a valid and enforceable contract was formed between these entities. That opinion is below and represents my conclusions as to what a Tennessee court or other adjudicative body applying Tennessee law to these documents should conclude. In rendering this opinion, I have assumed that the entities involved are duly organized and in good standing, that all signatures are genuine, and that the documents that you supplied me with are authentic and complete. In rendering this opinion, I am acting as an individual and not as a representative or agent of The University of Tennessee.

The opinion is rendered solely to you and for your benefit and may not be relied upon by any other entity except your successors and assigns, without my prior written consent. You are authorized to provide this opinion to the Federal Communications Commission in any matter relating to this contract.

SUMMARY OF OPINION

A Tennessee court or other adjudicative body applying Tennessee law to these documents should conclude that a valid contract was formed between ENA and Sweetwater on March 1, 2013 – the date of the award letter from Sweetwater to ENA regarding Sweetwater's Request for Proposal No. 13, Managed Internet Services, Voiceover IP and Video Conferencing (RFP 13). At that time, all the requirements for the formation of a valid enforceable contract under Tennessee law were satisfied: mutual assent, sufficient consideration, and sufficiently definite terms. *Johnson v. Central Nat'l Ins. Co.*, 356 S.W.2d 277, 281 (Tenn. 1962); *Neilson & Kittle*

Canning Co. v. F.G. Lowe & Co., 260 S.W. 142, 143 (Tenn. 1924). Moreover, ENA performed under this agreement as detailed in its July 31, 2013 invoice to Sweetwater, which further establishes that a valid contract regarding RFP 13 was formed between ENA and Sweetwater. *Gurley v. King*, 183 S.W.3d 30, 41 (Tenn. Ct. App. 2005); *APCO Amusement Co., Inc. v. Wilkins Family Restaurants of America, Inc.*, 673 S.W.2d 523, 527 (Tenn. Ct. App. 1984).

FACTS

In January 2013 Sweetwater issued RFP 13 to solicit bids for the provision of internet services for the consortium member schools and school districts listed in Exhibit C to RFP 13. (Ex. 3). The RFP is a comprehensive document, totaling 40 pages with attachments. ENA provided Sweetwater with a detailed, 154-page Proposal and Response that was organized as prescribed in RFP 13. Sweetwater undertook a nine-hour evaluation process of the responses to RFP 13 that were submitted by ENA and AT & T. The evaluation process and procedure are described in paragraphs 18-27 of the Affidavit of Melanie R. Miller, Director of Schools for the Sweetwater School System, dated May 3, 2016; and in paragraphs 9-13 of the Affidavit of Thomas Bayersdorfer, the District E-Rate Coordinator for the Metropolitan Nashville Public Schools, dated May 4, 2016. In this process, the evaluation panel reviewed each of ENA's and AT & T's responses category by category, focusing on one section at a time. The panel members first reviewed and scored each section in a category individually. Then the panel convened to compare their scores and responses for that category. After discussing a category as a group, the panel arrived on a consensus score for each section of that category, and these scores were recorded on a Consensus Score Sheet. Then the panel members moved on to the next category, repeating this process until all categories were evaluated and a consensus score for each section in each category was reached and recorded. (See Ex. 15, Consensus Score Shee). After this evaluation process, Sweetwater decided to accept ENA's Proposal and Response to RFP 13, and issued its award letter for RFP 13 to ENA on March 1, 2013. (Ex. 8). ENA began performance under this agreement as shown in its July 31, 2013 invoice to Sweetwater. (Ex. 9).

DISCUSSION

Under Tennessee law, the essential elements for formation of a valid, enforceable contract are mutual assent of the parties, sufficient consideration, and sufficiently definite terms. *Johnson v. Central Nat'l Ins. Co.*, 356 S.W.2d 277, 281 (Tenn. 1962) ("While a contract may be either expressed or implied, or written or oral, it must result from a meeting of the minds of the parties in mutual assent to the terms, must be based upon a sufficient consideration, free from fraud or undue influence, not against public policy, and sufficiently definite to be enforced").

"It is well settled that a binding contract may be entered into through the medium of correspondence by letter or telegraph [,]" after which no further formal signed, written contract is

required. *Neilson & Kittle Canning Co. v. F.G. Lowe & Co.*, 260 S.W. 142, 143 (Tenn. 1924) (holding a valid contract was formed when the seller accepted the buyer's order for a rail car of canned fish by letter and telegram, and that the request of seller, following the telegraphic and mail correspondence, for a signed contract, did not "constitute a practical construction on the part of [the buyer] his part that no contract had, up to that time and until the signing of the contract by buyer, been completed"); *see also Waddle v. Elrod*, 367 S.W.2d 217, 226-28 (Tenn. 2012) (holding that a series of emails between attorneys confirming a settlement in which one party would "convey her interest in the property" to the other was a sufficient writing that formed a valid contract satisfying the statute of frauds).

Further, "[i]f the correspondence and other communications establish with reasonable clearness a contract, . . . [s]uch a construction should be adopted, if possible, as to constitute an agreement rather than defeat an agreement." *Neilson & Kittle Canning Co. v. F.G. Lowe & Co.*, 260 S.W. 142, 143 (Tenn. 1924). Indeed, "[t]he determination that an agreement is sufficiently definite is favored. Therefore, the courts will, if possible so construe the agreement as to carry into effect the reasonable intention of the parties, if that can be ascertained." *APCO Amusement Co., Inc. v. Wilkins Family Restaurants of America, Inc.*, 673 S.W.2d 523, 527-28 (Tenn. Ct. App. 1984) (holding that a letter of intent regarding the operation of a coin operated amusement center in restaurant was sufficiently definite to form a valid contract despite omitting "such matters as the store hours, the tax and insurance responsibility, and the contract duration.")

In addition, "the law leans against the destruction of contracts for uncertainty, particularly where one of the parties has performed his part of the contract." *APCO Amusement Co., Inc. v. Wilkins Family Restaurants of America, Inc.*, 673 S.W.2d 523, 527 (Tenn. Ct. App.) (fact that the parties began fulfilling their obligations as set out in a letter of intent indicated a valid contract had been formed); *see also Gurley v. King*, 183 S.W.3d 30, 41 (Tenn. Ct. App. 2005). Therefore, "in determining whether certain correspondence, in the form of letters sent between the parties, constituted a contract or was merely a part of the negotiations leading to a potential contract, . . . the practical interpretation of a contract by the parties thereto is entitled to great, if not controlling influence, and will be adopted by the courts." *APCO Amusement Co., Inc. v. Wilkins Family Restaurants of America, Inc.*, 673 S.W.2d 523, 527 (Tenn. Ct. App. 1984). Moreover, "'[t]he interpretation given by the parties themselves to the contract as shown by their acts will be adopted by the court, and to this end not only acts but the declarations of the parties may be considered.'" *Id.* (quoting Williston on Contracts, § 623).

Here, ENA and Sweetwater formed a valid enforceable contract in March 2013 when Sweetwater issued its award regarding RFP 13 to ENA. The correspondence between the parties – in the form of RFP 13, ENA's Proposal and Response to RFP 13, and Sweetwater's award letter were comprehensive, contained detailed, definite terms, and demonstrated mutual assent. *Johnson v. Central Nat'l Ins. Co.*, 356 S.W.2d 277, 281 (Tenn. 1962); *Neilson & Kittle Canning*

Co. v. F.G. Lowe & Co., 260 S.W. 142, 143 (Tenn. 1924); *APCO Amusement Co., Inc. v. Wilkins Family Restaurants of America, Inc.*, 673 S.W.2d 523, 527 (Tenn. Ct. App. 1984). Consideration was also sufficient. *Pearson v. Garrett Fin. Serv.*, 849 S.W.2d 776, 779 (Tenn. Ct. App.1992) ("A promise by one party to an agreement is a sufficient consideration for a promise by the other party."). Therefore, the requirements for the formation of a valid contract: mutual assent, sufficient consideration, and sufficiently definite terms were all present. *Johnson v. Central Nat'l Ins. Co.*, 356 S.W.2d 277, 281 (Tenn. 1962).; *Neilson & Kittle Canning Co. v. F.G. Lowe & Co.*, 260 S.W. 142, 143 (Tenn.1924).

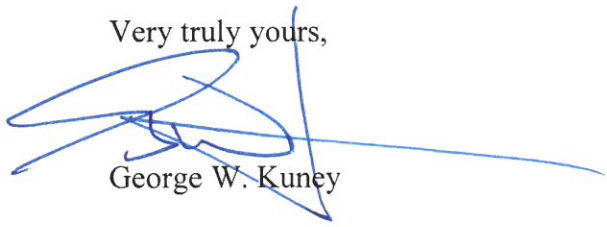
Sweetwater's review and evaluation of ENA's Proposal and Response as detailed in Sweetwater's Consensus Score Sheet (Ex. 15) and described in paragraphs 18-27 of the Affidavit of Melanie R. Miller and paragraphs 9-13 of the Affidavit of Thomas Bayersdorfer further demonstrate the definiteness of the contract terms and Sweetwater's manifest assent to those terms. *Neilson & Kittle Canning Co. v. F.G. Lowe & Co.*, 149 Tenn. 561, 260 S.W. 142, 143 (Tenn.1924). Moreover, ENA began to perform under the terms of its Proposal and Response, which is another significant factor showing a valid contract had been formed. *APCO Amusement Co., Inc. v. Wilkins Family Restaurants of America, Inc.*, 673 S.W.2d 523, 527 (Tenn. Ct. App. 1984); *see also Gurley v. King*, 183 S.W.3d 30, 41 (Tenn. Ct. App. 2005).

In sum, a valid contract was formed by RFP 13, ENA's Proposal and Response to RFP 13, and Sweetwater's March 2013 award letter; no further formal, signed document was required. *Neilson & Kittle Canning Co. v. F.G. Lowe & Co.*, 260 S.W. 142, 143 (Tenn.1924); *see also Waddle v. Elrod*, 367 S.W.2d 217, 226-28 (Tenn. 2012).

CONCLUSION

A Tennessee court or other adjudicative body applying Tennessee law to these documents should conclude that a valid contract was formed between ENA and Sweetwater on March 1, 2013 – the date of the award letter from Sweetwater to ENA regarding Sweetwater's Request for Proposal No. 13, Managed Internet Services, Voiceover IP and Video Conferencing (RFP 13).

Very truly yours,



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LEGAL CAREER

Clayton Center for Entrepreneurial Law University of Tennessee College of Law Knoxville, Tennessee	Lindsey Young Distinguished Professor of Law and Director of the James L. Clayton Center for Entrepreneurial Law December 2000 to present
Allen, Matkins, Leck, Gamble & Mallory San Diego, California	Partner September 1993 to December 2000
California Western School of Law San Diego, California	Adjunct Professor, Bankruptcy, Legal Drafting 1997 to 2000
Howard, Rice, Nemerovski, Canady, Robertson, Falk & Rabkin San Francisco, California	Business Department, Associate April 1992 to September 1993
University of California Hastings College of the Law San Francisco, California	Adjunct Instructor, Research & Writing Program, Moot Court & Advocacy Program 1990 to 1993
Morrison & Foerster San Francisco, California	Business Department, Associate September 1989 to April 1992

EDUCATION

University of San Diego San Diego, California	M.B.A., New Venture Management Emphasis, 1997
University of California Hastings College of the Law San Francisco, California	J.D., *cum laude*, 1989 HASTINGS LAW JOURNAL, 1987-1988 COMM/ENT; Senior Note Editor 1988-1989 Milton T. Green Top Ten Award Thurston Society
University of California Santa Cruz, California	B.A., Economics, 1986, Honors in the Major

George W. Kuney

COURSES TAUGHT

Business Associations, Commercial Law, Contracts I, Contracts II, Contract Drafting, Commercial Leasing, Consumer Bankruptcy and Finance Seminar, Debtor-Creditor Law, Mergers & Acquisitions, Introduction to Business Transactions, Property, Remedies, Representing Enterprises, and Workouts & Reorganizations.

BOOKS AND TREATISES

Co-author, *Corporate Finance* (forthcoming Lexis 2017, with Joan Heminway).

Co-author, *Legal Drafting in a Nutshell 4th Ed.* (forthcoming West 2017, with Donna C. Looper).

Co-author, *Legal Drafting: Processes, Techniques, and Exercises* (forthcoming West 2017, with Donna C. Looper).

Co-author, *A Criminal Matter* (forthcoming West 2017, with Donna C. Looper).

Co-author, *A Transactional Matter* (forthcoming West 2016, with Brian K. Krumm).

Author, *Experiencing Remedies* (West 2015).

Co-author, *Bankruptcy in Practice 5th Ed.* (2015, with Michael Bernstein).

Author, *The Elements of Contract Drafting with Questions and Clauses for Consideration* 4th ed. (text and teachers manual, West 2014).

Co-author, *A Civil Matter: A Guide to Civil Procedure and Litigation* (West 2013, with Donna C. Looper).

Author, *Judgment Collection in Tennessee* (Amazon/Center for Entrepreneurial Law 2013).

Co-author, *Business Reorganizations* 3d ed. (Lexis 2013, with Michael Gerber).

Co-author, *The Entrepreneurial Law Clinic Handbook* (West 2012, with Brian K. Krumm).

Author, *Bamboozled? Bowers v. Baystate and Its Aftermath* (West 2012).

Co-author, *Contracts: Transactions and Litigation* 3d ed. (text and teachers manual, West 2011, with Robert M. Lloyd).

Co-author, *Mastering Appellate Process* (with Donna C. Looper, Carolina Academic Press 2011).

Co-author, *Mastering Legal Analysis and Drafting* (Carolina Academic Press 2009, with Donna C. Looper).

Co-author, *Sales, Negotiable Instruments, and Payment Systems: UCC Articles 2, 3, 4, 4A and 5* (text and teachers manual, Center for Entrepreneurial Law 2009, with Robert M. Lloyd).

Co-author, *Secured Transactions: UCC Article 9 and the Bankruptcy Code* (text and teacher's manual, Center for Entrepreneurial Law 2008, with Robert M. Lloyd).

Co-author, *Contracts: Transactions and Litigation* 2d ed. (text and teachers manual, West 2008, with Robert M. Lloyd).

Co-Author, *Mastering Intellectual Property Law* (Carolina Academic Press 2008, with Donna C. Looper).

Author, *Mastering Bankruptcy* 2d ed. (Carolina Academic Press 2008).

Co-author, *Legal Drafting: Process, Techniques, and Exercises* (text and teacher's manual, West 2007, with Thomas Haggard).

Co-author, *Legal Drafting in a Nutshell*, 3d ed. (West 2007, with Thomas Haggard).

Author, *Norton Bankruptcy Practice and Proceedings, Chapters 28* (Meeting of Creditors—Section 341), *29* (Notice—Section 342), and *30* (Examination of Debtors—Sections 343/344) (West 2007).

Co-author, *Chapter 11-101: The Essentials of Chapter 11 Practice* (ABI 2007, with Jonathan Friedland, Michael Bernstein, and John Ayer,).

Author, *The Elements of Contract Drafting with Questions and Clauses for Consideration*, 2d ed. (text and teacher's manual, West 2007).

Co-author, *California Law of Contracts* (University of California CEB Treatise 2007, with Donna C. Looper, updated annually).

ARTICLES

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Cram Down: An Impaired Class of Claims Says "No" But the Plan is Confirmed Anyway, Commercial Bankruptcy Litigation, (March 12, 2014).

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A Proposal for Chapter 10: Reorganization for "Too Big to Fail" Companies, XXVIII, No. 2, AMERICAN BANKR. INST. J. 1 (March 2009, with Michael St. James).

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Material Adverse Change Clauses, 23 CAL. BUS. L. PRACT. 101 (2008).

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Successor Liability in Illinois, 96 ILLINOIS BAR J. 148 (2008).

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Jerry Phillips' Product Line Continuity & Successor Corporation Liability: Where are We Twenty Years Later?, 72 TENN. L. REV. 777 (2005).

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Successor Liability in California, 20 CAL. BUS. L. PRACT. 50 (2005)(co-authored with Donna C. Looper).

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Hijacking Chapter 11, 21 EMORY BK. DEV. L.J. 19 (2004).

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Selling a Business in Bankruptcy Court Without a Plan of Reorganization, 18 CAL. BUS. L. PRACT. 57 (Summer 2003).

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Misinterpreting Bankruptcy Code § 363(f) and Undermining in the Chapter 11 Process, 76 AM. BANKR. L.J. 235 (2002).

The Fiduciary Duties of Officers and Directors of Insolvent Corporations, 17 CAL. BUS. L. PRACT. 73 (Summer 2002).

Co-author, *Single Asset Real Estate Under 11 U.S.C. § 362(d)(3): A Narrower Construction Than You Might Expect,* 26 CAL. BANK. J. 130 (2002).

Intellectual Property Licenses in Bankruptcy, 16 CAL. BUS. L. PRACT. 33 (Spring 2001).

Qualified Settlement Funds: A Tool to Shelter Gains and Taxable Income with Payments on Account of Disputed Claims, 24 CAL. BANKR. J. 137 (1999).

Co-author, *The Allowed Secured Claim: Accounting for Payment of Net Rents*, 23 CAL. BANKR. J. 111 (1996).

11 U.S.C. Sections 1125(a) and 1145: Going Public Via Chapter 11, 23 CAL. BANKR. J. 3 (1996).

Financial Reporting By Chapter 11 Debtors: A Limited Critique of SOP 90-7, 5 J. BANKR. AND PRAC. 311 (1996).

New Value Questions Remain, Whatever the Decision in Bonner Mall, 112 BANK. L.J. 383 (1995).

Claims for Attorney's Fees Under the Bankruptcy Code, 4 J. BANKR. L. AND PRAC. 203 (1995).

Interest on Nothing?, 9 COMM. L. BULL. 30 (1994).

SPEAKING AND OTHER ENGAGEMENTS

"Transactional Drafting," Jones Day LLP, Washington D.C., December 9, 2015.

"Teaching Using the Case Study/Report Approach," Legal Writing Institute Annual Conference, Knoxville, Tennessee, April 18, 2015.

"Risk Management: A Conversation," and "Risk Management: Continuing the Conversation," Scripps Interactive Network, Knoxville, Tennessee, November 2014 & January 2015.

"Capstone Courses," American Association of Law Schools Conference, New Orleans, La., January 5, 2013.

"The Winds of Change in Civil Law Practice," Miller & Martin, Chatanooga, TN, September 20, 2013.

"Transactional Drafting," Miller & Martin, Chattanooga, TN, July 29, 2010.

"Ethical Issues" and "363 Sales," Norton Bankruptcy Institute, Las Vegas, Nevada, March 26, 2010.

"Morality and Contract Law," Spring Conference on Contracts, UNLV, Las Vegas, Nevada, February 27, 2010.

"The Present and Future of 'One Size Fits All': Do We Need a Chapter for Those 'Too Big to Fail'", American Bankruptcy Institute 2009 Legislative Symposium, Chapter 11 at the Crossroads, Does Reorganization Need Reform? A Symposium on the Past, Present, and Future of U.S. Corporate Restructuring, Georgetown University Law Center, Washington, D.C., November 16-17, 2009.

"Transactional Drafting Workshop: Venture Capital," DLA Piper, Palo Alto, CA, July 22-23, 2008.

"Papering the Deal: Writing for Transactional Attorneys," The New Lawyer Experience: Bridging the Gap Between Preparation and Practice, Tennessee Bar Association, Knoxville, Tennessee, February 15, 2008.

Amicus counsel in support of the plaintiff/appellant in *Shultz v. United States*, 369 B.R. 349 (E.D.Tn. 2007) and *Shultz v. United States*, 529 F.3d 343 (6th Cir 2008) (challenge to constitutionality of Bankruptcy Code's "means test").

Pro se appellant in *Kuney v. Bean*, 2008 U.S. App. Lexis 14686 (Fed. Cir 2008) (dissolving lower court protective order on grounds of over breadth to allow access to sealed documents for research purposes).

Member, Steering Committee, Contract Drafting Conference, Emory University Transactional Practice Center, May 2-3, 2008.

"Transactional Drafting," Jones Day, Cleveland, OH, October 19, 2007; Chicago, IL, November 2, 2007; Dallas, TX, November 9, 2007.

"Advanced Contract Drafting," DLA Piper US LLP, Chicago, IL, August 13, 2007.

"Drafting Concrete Contracts & Writing Better Brief," Tennessee Bar Association Young Lawyers Division, Knoxville, TN, July 11, 2007.

George W. Kuney

"Transactional Drafting," Jones Day, New York, NY, March 14, 2007.

"Transactional Drafting Workshop," Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, Nashville, TN, March 1, 2007.

"Recent Developments in State Law Issues Affecting Commercial Transactions that Every Bankruptcy Lawyer Ought to Know," Mid-South Commercial Law Institute, Nashville, TN, November 16, 2006.

"Bankruptcy Proofing Techniques: Substantive Consolidation Opinions and Bankruptcy Remote Entities," Mid-South Commercial Law Institute, Nashville, TN, November 17, 2006.

"Contract Law and Teaching: Transactions and Litigation," panelist, SEALS, July 21, 2006.

Author and Publisher of "Living Off Campus: A Quick Guide to Town Living for University of Tennessee Students" (1st Edition 2005, 2nd Edition 2006).

"The Nuts and Bolts of Contract Drafting," workshop speaker and "Drafting Rules, Adding Value to the Deal, and Ethical Issues in Contract Drafting," speaker, Teaching Contract Drafting, Northwestern University School of Law, July 20-21, 2005.

"Transactional Training Clinic: Simulation of $50,000,000 Asset Acquisition and $40,000,000 Senior Secured Term Loan," lead instructor, Sheppard, Mullen, Richter & Hampton LLP, June 8-22, 2005.

"Putting 'Business' Back Into the Education of Business Lawyers," panelist, American Bar Association, Business Law Section Spring meeting, Nashville, TN, March 31, 2005.

"U.S.C. Section 363(f): What Can You Sell Free and Clear Of?," panelist, American Bar Association, Business Law Section Spring meeting, Nashville, TN, March 31, 2005.

"Collaboration," panelist, Pedagogy to Practice: Maximizing Legal Education with Technology Conference, American Bar Association, Newark, NJ, October 15, 2005.

"Ethical Considerations in the Formation and Representation of Entities," Partnerships, LLCs and LLPs: Organization and Operation in Tennessee, October 8, 2005.

"Teaching Contract Drafting: The Whereases and Wherefores," Legal Writing Institute, annual conference, Seattle, WA, July 23, 2004.

"The Intersection of Law and Business," panelist, Southeastern Association of Law Schools Annual Meeting, August 1, 2004.

"Ethical Considerations in the Formation and Representation of Entities," panelist, Partnerships, LLCs and LLPs: Organization and Operation in Tennessee, Knoxville, TN, October 9, 2003.

"Bankruptcy and the Tort Lawyer: What You Need to Know," Damages in Tort Law Symposium speaker, University of Tennessee College of Law, Knoxville, TN, April 3, 2003.

"Contract Drafting: Fundamentals, Plain English & Papering the Deal," sole instructor, United States Department of Energy BWXT Y-12, LLC, December 4, 2002.

"Teaching Entrepreneurship," panelist, Southeastern Conference AALS Annual Meeting, July-August 2002.

"Combining Academic and Practical Training Through an Entrepreneurship Program," Co-Lead Panelist, Kaufman Center for Entrepreneurial Leadership, April 2002.

"Legal Issues, Problems and Guidelines for Small Businesses: What You Don't Know Can Hurt You!," coordinator and designer of curriculum and visual aids, co-sponsored by the Knoxville Bar Association, Clayton Center for Entrepreneurial Law, the Pellissippi State Small Business Development Center, and the Knoxville Area Chamber Partnership, Knoxville, TN, October 2001 and March 2002.

"Doing Business on the Internet," panelist, sponsored by the Business Law Section of the State Bar of California, June 1998.

"Attorney vs. Client: Working Toward Better Client Relations," panelist, sponsored by the Business Law Section of the State Bar of California, June 1996.

SELECTED AFFILIATIONS AND AWARDS

Faculty Advisor to *Transactions: The Tennessee Journal of Business Law*.

Carden Award for Outstanding Achievement in Scholarship (2007, 2016).

Harold C. Warner Outstanding Teacher Award (2005).

Carden Award for Outstanding Service to the Institution (2004, 2010).

W. Allen Separk Faculty Scholarship Award (2003)

Research Fellow, Center for Corporate Governance, University of Tennessee.

American Bar Association, Member.

American Bankruptcy Institute, Member.

California Bankruptcy Forum; CALIFORNIA BANKRUPTCY JOURNAL, Editor Emeritus, Editor in Chief (1999-2003), Managing Editor (1997-1998), Contributing Editor (1996).

Admitted to the bar and state and federal courts of California and Tennessee and the Federal District Court for the District of Arizona, as well as Supreme Court of the United States.