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## **TEACHING EXPERIENCE**

### **CHICAGO-KENT COLLEGE OF LAW, ILLINOIS INSTITUTE OF TECHNOLOGY**

*Michael Paul Galvin Chair in Entrepreneurship and Applied Technology*

*Courses:* Torts, Copyright, Entrepreneurial Business Law (August 2021-present)

*Research Interests:* contracts, privacy, technology and policy, consent, consumer law, licensing, copyright, commercial law

### **CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA**

*ProFlowers Distinguished Professor of Internet Studies  
and Professor of Law*

(August 2014 – July 2021)

*Professor*

(October 2010-present)

*Associate Professor* (granted tenure in fall 2008)

(July 2007– October 2010)

*Assistant Professor*

(August 2004 – July 2007)

*Courses:* Contracts I & II, Contracts Drafting,

Advanced Contracts, Licensing, Sales, Introduction to Legal Analysis, Torts

### **RADY SCHOOL OF MANAGEMENT, UNIVERSITY OF CALIFORNIA, SAN DIEGO**

*Visiting Professor*

(January 2007 – present)

*Course:* Business Law, Artist as Entrepreneur

### **VICTORIA UNIVERSITY SCHOOL OF LAW, Wellington, New Zealand**

*Visiting Professor*

(March 2012-June 2012)

*Course:* Advanced Contracts

### **THE OHIO STATE UNIVERSITY, MORITZ COLLEGE OF LAW, Columbus, OH**

*Visiting Professor*

(August 2010- June 2011)

*Courses:* Contracts I & II, Licensing, Cyberspace Law

### **NATIONAL UNIVERSITY OF IRELAND, Galway, Ireland**

*Visiting Professor*

(July 2008)

Joint summer program of the Irish Centre for Human Rights  
and the Consortium for Innovative Legal Education

*Courses:* Women's Rights in a Global Context

### **ST. MARY'S COLLEGE, Moraga, CA**

*Lecturer*

(Sept. 2003 – Dec. 2003)

*Courses:* Business Law

### **WHITTIER COLLEGE OF LAW, Los Angeles, CA**

*Visiting Assistant Professor*

(January 1994 - July 1994)

*Courses:* Contracts I & II, Corporations

## SCHOLARLY PUBLICATIONS

### Books

**CONSENTABILITY: CONSENT AND ITS LIMITS** (Cambridge University Press, 2019).

- subject of symposium issue of 66 Loyola Law Review 1 (2020) (with contributions by Lori Andrews, Brian Bix, Philip Cook, Woodrow Hartzog, Robin Kar, Kim Krawiec, Evan Selinger, Sharon Thompson, Jonathan Witmer-Rich, George Wright, Eric Zacks, Deborah Zalesne)
- subject of panel discussion at 15<sup>th</sup> Annual International Conference on Contracts, University of the Pacific, McGeorge School of Law, February 21-22 2020 (moderated by Danielle Kie Hart with panelists Stacy-Ann Elvy, Tom Joo and Eric Zacks).

**THE FUNDAMENTALS OF CONTRACT LAW AND CLAUSES: A PRACTICAL APPROACH**, (Edward Elgar Publishing, 2016)

- reviewed by Milva Finnegan and Vesa Annola, 2 J. of Strategic Contracting and Negotiation 264 (Sept. 2016) available at <http://journals.sagepub.com/doi/full/10.1177/2055563617692873>.

**WRAP CONTRACTS: FOUNDATIONS AND RAMIFICATIONS** (Oxford University Press, 2013)

- quoted in Berkson v. Gogo LLC, 97 F. Supp. 3d 359 (E.D.N.Y. 2015)
- subject of symposium issue of 44 Southwestern Law Review 209 (2014) (with contributions by Daniel Barnhizer, Zev Eigen, Robert Hillman, Shubha Ghosh, Danielle Kie Hart, Juliet Moringiello, Allyson Haynes Stuart, Deborah Tussey, Dov Waisman)
- subject of panel discussion at 9<sup>th</sup> Annual International Conference on Contracts, St. Thomas University, School of Law, February 21-22, 2014 (moderated by Lenora Ledwon with panelists Wayne Barnes, Dan Barnhizer, and Jim Gibson)
- subject of Author Meets Reader salon at the Law and Society Annual Meeting, Minneapolis, MN, May 30, 2014 (participants: Shubha Ghosh, Danielle Kie Hart, and Juliet Moringiello)
- subject of online symposium at ContractsProf blog, Nov. 18-24, 2013 available at [http://lawprofessors.typepad.com/contractsprof\\_blog/2013/11/introducing-our-virtual-symposium-nancy-kims-wrap-contracts.html](http://lawprofessors.typepad.com/contractsprof_blog/2013/11/introducing-our-virtual-symposium-nancy-kims-wrap-contracts.html) (with contributions by Theresa Amato, Ryan Calo, Miriam Cherry, Woodrow Hartzog, Juliet Moringiello, Michael Rustad, and Eric Zacks)
- reviewed by Frederic H. Marienthal, 47 **COLORADO LAWYER** 108-109 (August 2014) available at [http://www.kutakrock.com/files/Publication/1c6cc262-462a-42ef-9d0d-c06e71d96887/Presentation/PublicationAttachment/37c215a1-cb67-4dd4-b190-c53731d5f12b/08-2014\\_Book%20Review\\_Marienthal.pdf](http://www.kutakrock.com/files/Publication/1c6cc262-462a-42ef-9d0d-c06e71d96887/Presentation/PublicationAttachment/37c215a1-cb67-4dd4-b190-c53731d5f12b/08-2014_Book%20Review_Marienthal.pdf)
- reviewed by Stephen Mason, 13 **DIGITAL EVIDENCE AND ELECTRONIC SIGNATURE LAW REVIEW (2016)** 224-225, available at <http://journals.sas.ac.uk/deeslr/article/view/2317/2268>

## **Book Chapters**

*Wrap Contracting and the Online Environment: Causes and Cures*, in **RESEARCH HANDBOOK ON ELECTRONIC COMMERCE LAW** (ed. John A. Rothchild) (Edward Elgar Publishing, 2016)

*The Duty to Draft Reasonably and Online Contracts*, in **COMMERCIAL CONTRACT LAW: A TRANSATLANTIC PERSPECTIVE** (eds. Larry DiMatteo, Keith Rowley, Severine Saintier, and George Zhou) (Cambridge University Press, 2013)

## **Articles and Essays**

*Ideology, Coercions and the Proposed Restatement of Consumer Contracts*, 32 **LOYOLA CONSUMER L. REV.** 456 (2020) (invited symposium on the Restatement of Consumer Contracts).

*New Developments in Digital and Wrap Contracts*, 71 **THE BUSINESS LAWYER** 349 (Winter 2020-2021)

*Revisiting the License v. Sale Conundrum*, 54 **LOYOLA OF LOS ANGELES LAW REVIEW** 101 (2020).

*Author Response: What Does it Mean to Consent?* 66 **LOYOLA L. REV.** 145 (2020) (symposium dedicated to **CONSENTABILITY: CONSENT AND ITS LIMITS**)

*Notice and Assent Through Technological Change: The Enduring Relevance of the Work of the ABA Joint Working Group on Electronic Contracting Practices*, (co-authored with Juliet Moringiello and John E. Ottaviani), **THE BUSINESS LAWYER**, Vol. 75 (Spring 2020)

*New Developments in Digital and Wrap Contracts*, **THE BUSINESS LAWYER**, Vol. 75, (Winter 2019-2020)

*The Faulty Foundation of the Draft Restatement of Consumer Contracts*, (co-authored with Adam J. Levitin, Christina L. Kunz, Peter Linzer, Patricia McCoy, Juliet M. Moringiello, Elizabeth Renuart and Lauren Willis), 36 **YALE J. REG.** 447 (2019)

- subject of an online symposium of the Yale Law of Regulation/Notice and Comment blog, <http://yalejreg.com/nc/category/symposia/symposium-on-the-draft-restatement-of-the-law-of-consumer-contracts/>

*In Re Marriage of Witten: Subordinating Contracts to ‘Public Policy,’* 45 **FLA. ST. L. REV.** 996 (2018) (part of anthology, “The Best and Worst of Contracts Decisions: An Anthology”).

*Relative Consent and Contract Law*, 18 **NEV. L. J.** 165 (2017)

*Online Contracting: Recent Developments, Survey of the Law of Cyberspace*, **THE BUSINESS LAWYER**, Vol. 72, (Winter 2016-2017)

- quoted in *Starke v. Squaretrade, Inc.*, 2017 WL 3328236 (E.D.N.Y. 2017) (authored by Judge Nicholas G. Garaufis).

*Internet Giants as Quasi-Governmental Entities and the Limits of Contractual Consent* (with D.A. Jeremy Telman), 80 **MO. L. REV.** 723 (2015)

- cited in Dean Nicosia v. Amazon.com, Inc., 2019 WL 2482674 (06/14/2019)

*The Wrap Contract Morass*, 44 **SW. L. REV.** 309 (2014) (invited symposium issue on WRAP CONTRACTS)

- reprinted in CALAMARI, PERILLO, BENDER & BROWN, **CASES AND PROBLEMS ON CONTRACTS** (7<sup>th</sup> Edition)

*Two Alternate Visions of Contracts in 2025*, 52 **DUQ. L. REV.** 303 (2014) (solicited symposium issue on Contracts in 2025)

*Situational Duress and the Aberrance of Electronic Contracts*, 89 **CHI-KENT L. REV.** 265 (2014) (selected for symposium issue on Aberrant Contracts)

*Website Design and Liability*, 52 **JURIMETRICS** 383 (Summer 2012) (peer-reviewed)

*Contract's Adaptation and the Online Bargain*, 79 **U. CIN. L. REV.** 1327 (2011)

*Reasonable Expectations in Socio-Cultural Context*, 45 **WAKE FOREST L. REV.** 641 (2010) (invited symposium issue on Contracts in Context)

*Expanding the Scope of the Principles of the Law of Software Contracts to Include Digital Content*, 84 **TUL. L. REV.** 1595 (2010) (selected for symposium issue on the Principles of the Law of Software Contracts)

*Arbitration's Summer Soldiers Marching Into Fall: Another Look at Eisenberg, Miller and Sherwin's Empirical Study of Arbitration Clauses in Consumer and Non-Consumer Contracts*, (co-author Joey Lin), 34 **VT. L. REV.** 597 (2010) (selected for symposium issue on arbitration)

*Bargaining Power and Background Law*, 12 **VAND. J. ENT. & TECH. L.** 93 (2009)

*Website Proprietorship and Online Harassment*, 2009 **UTAH L. REV.** 993

*The Software Licensing Dilemma*, 2008 **BYU L. REV.** 1103

*Mistakes, Changed Circumstances and Intent*, 56 **U. KAN. L. REV.** 473 (2008)

*Clicking and Cringing*, 86 **OR. L. REV.** 797 (2007)

- selected in the category of intellectual property for presentation at the **STANFORD/YALE JUNIOR FACULTY FORUM**, STANFORD LAW SCHOOL, Palo Alto, CA, May 18-19, 2007)
- reprinted in **E-CONTRACTS**, 2008 (ed. L.Padmavathi, Amicus Books)

*Martha Graham, Professor Miller, and the Work-for-Hire Doctrine: Undoing the Judicial Bind Created by the Legislature*, 13 **J. INTELL. PROP. L.** 337 (2006)

- reprinted in **ENTERTAINMENT, PUBLISHING AND THE ARTS HANDBOOK**,

2007-2008 (ed. Karen Tripp, Thomson-West) as **one of the best articles in media and entertainment law** for 2006.

- cited in Molinelli-Freytes v. University of Puerto Rico, 792 F. Supp. 2d 164 (2010) and Molinelli-Freytes v. University of Puerto Rico, 792 F. Supp. 2d 150 (2010)

*Blameworthiness, Intent and Cultural Dissonance: The Unequal Treatment of Cultural Defense Defendants*, 17 **U. FLA. J. L. & PUB. POL'Y** 199 (2006) (invited symposium)

*Evolving Business and Social Norms and Interpretation Rules: The Need for a Dynamic Approach to Contract Disputes*, 84 **NEB. L. REV.** 506 (2005)

*The Cultural Defense and the Problem of Cultural Preemption: A Framework for Analysis*, 27 **N. M. L. REV.** 101 (1997)

- cited in U.S. v. Boyajian, 2013 WL 4189649 92 Fed. R. Evid. Serv. 146 (2013)(not reported in F. Supp. 2d) (U.S. District Court, C.D. Cal.)

*Toward a Feminist Theory of Human Rights: Straddling the Fence between Western Imperialism and Uncritical Absolutism*, 25 **COLUM. HUM. RTS. L. REV.** 49 (1993)

### **Shorter Works**

*Hidden in Plain Sight and in ALL-CAPS*, **JOTWELL** (February 6, 2020) (reviewing Yonathan A. Arbel & Anthony Toler, *ALL-CAPS*, <https://contracts.jotwell.com/hidden-in-plain-sight-and-in-all-caps/>)

*Little Clicks, Big Consequences*, **JOTWELL** (June 20, 2019) (reviewing Brett Frischmann & Evan Selinger's *RE-ENGINEERING HUMANITY* (2018), <https://contracts.jotwell.com/little-clicks-big-consequences/>)

*Resisting Contract Law's Paradigm Slip Through Shared Meaning*, **JOTWELL** (May 17, 2018) (reviewing Robin B. Kar & Margaret J. Radin's, *Pseudo-Contract & Shared Meaning Analysis*, 132 **HARV. L. REV.** (forthcoming 2019), <https://contracts.jotwell.com/resisting-contract-laws-paradigm-slip-through-shared-meaning/>)

*Is Contract Law Ready for the Internet of Things?*, **JOTWELL** (December 5, 2016) (reviewing Stacy-Ann Elvy, *Contracting in the Age of the Internet of Things: Article 2 of the UCC and Beyond*, 44 **HOFSTRA L. REV.** 839 (2016), <http://contracts.jotwell.com/is-contract-law-ready-for-the-internet-of-things/>)

*Exploitation by Wrap Contract – Click “Agree,”* 39 **NEW MATTER** 10 (publication of Intellectual Property Section of California State Bar Association) (Summer 2014)

*Boilerplate and Consent*, 17 **GREENBAG 2D** 293 (Spring 2014)

Reply to responses by Scott Burnham and David G. Epstein, 1 **WAKE FOREST L. REVIEW ONLINE** 133 (2011) available at <http://wakeforestlawreview.com/reply-to-professors-david-g-epstein-and-scott-j-burnham>

*Wrap Contracts and Privacy* (Proceedings of the Intelligent Information Privacy Management Symposium, **AAAI Press**, 2010) (selected paper)

*Imposing Tort Liability on Websites for Cyber Harassment*, 118 **YALE L. J. POCKET PART** 115 (2008); <http://thepocketpart.org/2008/12/15/kim.html>.

*Internet Challenges to Business Innovation*, 12 **J. INTERNET L.** 3 (August 2008)

## **Op-Eds**

*The Proposed Restatement of the Law of Consumer Contracts and the Struggle Over the Soul of Contract Law*, **JURIST**, (June 2, 2019); <https://www.jurist.org/commentary/2019/06/nancy-kim-contracts-restatement/>

*Wrap contracts: the online scourge*, **OUP blog**, (December 17, 2013); <https://blog.oup.com/2013/12/wrap-contracts-privacy-control-consumers/>

*Despite limits, 'eraser' law is important*, **SAN DIEGO UNION TRIBUNE**, (October 11, 2013), <http://www.utsandiego.com/news/2013/oct/11/despite-limits-eraser-law-is-important/all/?print>

*Carnival Cruise and the contracting of everything*, **OUP blog**, (September 20, 2013); <http://blog.oup.com/2013/09/carnival-cruise-standard-consumer-contract/>

*Why do we sign away our Internet right to privacy*, **THE SACRAMENTO BEE**, (August 14, 2013); <http://www.sacbee.com/2013/08/04/5620462/why-do-we-sign-away-our-internet.html>

*Bank fees unconscionable*, **SAN DIEGO UNION TRIBUNE**, (October 16, 2009); <http://www3.signonsandiego.com/stories/2009/oct/16/bank-fees-unconscionable/?opinion>

*Sacrificing privacy to the web gods*, **SAN FRANCISCO CHRONICLE**, (March 6, 2008); <http://www.sfgate.com/cgi-bin/article.cgi?f=/c/a/2008/03/06/EDENVAIND.DTL>

*Nancy Kim: Playing by the rules of the cyber playground*, **THE PROVIDENCE JOURNAL**, (July 4, 2008); [http://www.projo.com/opinion/contributors/content/CT\\_kim4\\_07-04-08\\_FDAN168\\_v20.411deb6.html](http://www.projo.com/opinion/contributors/content/CT_kim4_07-04-08_FDAN168_v20.411deb6.html)

## **WORKS IN PROGRESS**

*Adhesive Terms*

*Death by a Thousand Clicks* (book manuscript in progress)

*Warning: New Business Model*

*Robots and the UCC*

## SELECTED MEDIA

**Marketwatch**, Jillian Berman, *Advocates say there's an 'unholy alliance' between banks and colleges – and the feds should break it up*, (May 7, 2021); [Advocates say there's an 'unholy alliance' between banks and colleges — and the feds should break it up - MarketWatch](#)

**The New York Times**, The Editorial Board, *What Happens When You Click 'Agree'?*, (Jan. 23, 2021); [Opinion | With Online Terms of Service, What Happens When You Click 'Agree'? - The New York Times \(nytimes.com\)](#)

**Taboo Trades**, podcast interview with Kimberly D. Krawiec, *Consentability with Nancy Kim*, (Sept. 8, 2020); <https://open.spotify.com/episode/0hiUMTn9czlcoJozBev7We>

**Fox 43**, Rachel Yonkunas, *College Students asked to sign COVID-19 risk acknowledgement forms before returning to campus*, (August 16, 2020); <https://www.fox43.com/article/news/local/college-students-asked-sign-covid19-risk-acknowledgment-forms/521-250603aa-454f-4cb7-a33d-62e0b1d4b237>

**Forbes**, Naomi Cahn, *Three Lessons on Work, Disability, and COVID-19*, (May 7, 2020); <https://www.forbes.com/sites/naomicahn/2020/05/07/three-lessons-on-work-disability-and-covid-19>

**NPR/WBUR program Here & Now**, *How Companies Can Invoke Force Majeure in a Pandemic*, interview with Robin Young; (May 6, 2020); <https://www.wbur.org/hereandnow/2020/05/06/force-majeure-contracts-pandemic>

**The Cyberwire's Caveat**, a law and policy podcast; interview with Dave Bittner, *Can smart surveillance keep us safe?*, (March 25, 2020); <https://thecyberwire.com/podcasts/caveat/21/notes>

**OneZero/Medium**, Woodrow Hartzog and Evan Selinger, *Why You Can't Really Consent to Facebook's Facial Recognition*, (Sept. 30, 2019); <https://onezero.medium.com/why-you-cant-really-consent-to-facebook-s-facial-recognition-6bb94ea1dc8f>

**Business Insider**, Lisa Eadicicco, *Facebook still has incredible control over your data*, (July 26, 2019); <https://www.businessinsider.com/facebook-5-billion-fine-new-rules-may-not-fix-privacy-2019-7>

**engadget**, Edgar Alvarez, *Facebook's 'privacy-focused' plan is another diversion*, (May 2, 2019); <https://www.engadget.com/2019/05/02/facebook-mark-zuckerberg-privacy-focused-vision-flawed/>

**PennRecord**, Daniel Fisher, *'This doesn't help': Law profs say influential group's take on Internet agreements is based on faulty analysis*, (May 1, 2019); <https://pennrecord.com/stories/512476249-this-doesn-t-help-law-profs-say-influential-group-s-take-on-internet-agreements-is-based-on-faulty-analysis>

**Good Law/Bad Law** podcast, interview with Aaron Freiwald, *Yes, no, maybe*, (April 19, 2019); <https://www.goodlawbadlawpodcast.com/podcasepisodes/2019/4/19/good-law-bad-law-130-yes-no-maybe-w-nancy-kim>



**engadget**, Edgar Alvarez, *Your data is valuable, but you're never getting paid for it*, (April 30, 2018); <https://www.engadget.com/2018/04/30/facebook-cambridge-analytica-data-royalties/>

**Slate.com**, Jennifer Taub, *Why Trump Likely Won't Collect the \$20 Million He Claims Stormy Daniels Owes Him*, (March 20, 2018); <https://slate.com/news-and-politics/2018/03/why-trump-likely-wont-collect-the-usd20-million-he-claims-stormy-daniels-owes-him.html>

**Marketplace Tech/NPR**, interview with Molly Wood, *We Might Not See the Effects of the Equifax Breach for Years*, (Sept. 20, 2017); <https://www.marketplace.org/2017/09/20/tech/we-might-not-see-effects-equifax-breach-years>

**Wired**, Emma Grey Ellis, *Everyone Loses When Your Employer Owns Your Facebook Account*, (April 5, 2017); <https://www.wired.com/2017/04/tomi-lahren-the-blaze-sock-puppet/>

**Select All/ New York Magazine**, Sam Stecklow, *How Do You Solve a Problem Like Pizzagate?*, (December 12, 2016); <http://nymag.com/selectall/2016/12/how-do-you-solve-a-problem-like-pizzagate.html>

**New York Law Journal**, Mark Hamblett, *51 Law Professors Join Fight Against Arbitration in Uber Price-Fixing Case*, (December 7, 2016); <http://www.newyorklawjournal.com/id=1202774152389/51-Law-Professors-Join-Fight-Against-Arbitration-in-Uber-PriceFixing-Case?mcode=0&curindex=0&curpage=1>

**Popular Mechanics**, Alexander George, *What Did I Just Agree To?* (November 2016)

**Quartz**, Christopher Groskopf, *The digital age has destroyed the concept of ownership, and companies are taking advantage of it*, (September 28, 2016); <http://qz.com/766535/terms-of-service-agreements-are-destroying-the-concept-of-ownership-for-digital-goods/>

**NPR, Morning Edition**, Chris Arnold, *Wells Fargo Fires 5,000 Employees Over Fake Accounts*; <http://www.npr.org/2016/09/09/493228759/wells-fargo-fires-5-000-employees-over-fake-accounts>

**The Los Angeles Times**, David Lazarus, *Europe and U.S. have different approaches to protecting privacy of personal data*, (December 22, 2015); <http://www.latimes.com/business/la-fi-lazarus-20151222-column.html>

**Fast Company**, Sarah Kessler, *Why Online Harassment Is Still Ruining Lives – and How We Can Stop It* (June 3, 2015); <http://www.fastcompany.com/3046772/tech-forecast/why-online-harassment-is-still-ruining-lives-and-how-we-can-stop-it>

**The Los Angeles Times**, David Lazarus, *Another Spurious Bank Fee: \$12 for Depositing a Check That Bounces* (May 5, 2015); <http://www.latimes.com/business/la-fi-lazarus-20150505-column.html>

**The Social Network Show**, *Why We Click “Agree” Without Reading the Online Agreement* (interview) (December 15, 2014), <http://thesocialnetworkstation.com/why-we-click-agree-without-reading-the-online-agreement/>



**The Los Angeles Times**, David Lazarus, *Lured by Verizon into Giving Up Cellphone Privacy* (October 23, 2014); <http://www.latimes.com/business/la-fi-lazarus-20141024-column.html>

**The New York Times**, Jeremy B. Merrill, *One-Third of Top Websites Restrict Customers' Right to Sue* (October 23, 2014); [http://www.nytimes.com/2014/10/23/upshot/one-third-of-top-websites-restrict-customers-right-to-sue.html?\\_r=0&abt=0002&abg=0](http://www.nytimes.com/2014/10/23/upshot/one-third-of-top-websites-restrict-customers-right-to-sue.html?_r=0&abt=0002&abg=0).

**NBC San Diego**, *New Law Protects Online Reviewers* (Sept. 11, 2014); <http://www.nbcsandiego.com/news/local/Online-Reviews-Offered-Legal-Protection-274836381.html>

**The Social Network Show**, *Are You an Online Guinea Pig?* (interview) (August 22, 2014), <http://thesocialnetworkstation.com/are-you-an-online-guinea-pig/>

**NPR/WBUR program Here & Now**, *What Are You Agreeing To In Online Contracts?* interview with Jeremy Hobson (August 6, 2014); <http://hereandnow.wbur.org/2014/08/06/wrap-contracts-privacy>

**WRCBtv**, *Hidden Contracts: Do You Know What You're Signing?* (July 29, 2014); <http://www.wrcbtv.com/story/26144999/hidden-contracts-do-you-know-what-youre-signing>

**NBC San Diego**, *The Truth Behind Hidden Contracts* (July 16, 2014); <http://www.nbcsandiego.com/news/local/Truth-Behind-Hidden-Contracts-267429891.html>

**KDWN** radio live broadcast, **The Social Network Show**, *Website "Terms and Conditions": What Are We Agreeing To?* (interview) (May 4 2014); <http://thesocialnetworkstation.com/the-social-network-show-on-kdwn-presents-nancy-kim/>

**The Social Network Show**, *Twitter Flaws and Website Laws* (interview) (February 7, 2013); <http://thesocialnetworkstation.com/twitter-flaws-and-website-laws/>

**U.S.A. Today College**, Channing C. Holman, *Online Impersonation Would Be Illegal Under Proposed Arizona Bill*, (Jan. 10, 2013); <http://www.usatodayeducate.com/staging/index.php/ccp/online-impersonation-would-be-illegal-under-proposed-ariz-bill>

Andrew Sullivan, *Unwrap the Internet!* **The Dish** blog, (December 20, 2013); <http://dish.andrewsullivan.com/2013/12/20/unwrap-the-internet/>

**KUSI** evening news (San Diego local television station, Channel 9), discussing California privacy legislation (September 27, 2013)

**Slate.com**, Emily Bazelon, *How Should Facebook and MySpace Handle Cyberbullying?* (March 25, 2010); <http://www.slate.com/id/2248764/pagenum/all>

**The Boston Globe**, Drake Bennett, *Time for a Muzzle* (February 15, 2009); [http://www.boston.com/bostonglobe/ideas/articles/2009/02/15/time\\_for\\_a\\_muzzle/](http://www.boston.com/bostonglobe/ideas/articles/2009/02/15/time_for_a_muzzle/)

## **INVITED LECTURES, PANELS AND PRESENTATIONS**

*Challenges of Current Consent Models*, panelist, Cordell Institute for Policy in Medicine & Law Fourth Annual Symposium, Washington University, St. Louis, MO, April 23, 2021.

*The Coerciveness of the Restatement of the Law of Consumer Contracts*, 2<sup>nd</sup> Annual Consumer Law Scholars Conference, Berkeley Law School, University of California, Berkeley, CA, March 5-6, 2020.

*Nancy Kim's Consentability: Consent and Its Limits* panel, speaker, 15<sup>th</sup> Annual International Conference on Contracts, University of the Pacific, McGeorge School of Law, Sacramento, CA, February 21-22, 2020.

*The Meaning of Consent*, invited speaker, Queen's University, School of Law, Kingston, Canada, January 10, 2020.

*Social and Business Problems Caused by Ubiquitous Wrap Contracts: Cautionary Tales from Silicon Valley*, Zagreb Law of Obligations Conference, University of Zagreb, Faculty of Economics and Business, Zagreb, Croatia, December 12-13, 2019.

*Discussion of Consumer Restatement*, panelist, Subcommittee on Commercial and Consumer Contracts and Sales of Goods Joint meeting, presenter, American Bar Association, Business Law Section, Fall meeting, Washington, D.C., September 13, 2019.

*Consentability and New Technologies*, 7<sup>th</sup> Annual Conference on Governance of Emerging Technologies & Science, Arizona State University, Phoenix, AZ, May 22-23, 2019.

*Defective Consent: When a "Manifestation of Consent" is Not Enough*, 14<sup>th</sup> Annual International Conference on Contracts, Tulane University Law School, New Orleans, LA, March 9, 2019

*The Internet of Bodies: Cyborgs and the Law*, panelist, AALS Annual Meeting, New Orleans, LA, January 4, 2019.

*Protecting Human Rights in Supply Chains: Moving from Policy to Action*, panelist, AALS Annual Meeting, New Orleans, Louisiana, January 4, 2019.

*Disney v. Redbox and Lexmark v. Impressions*, Subcommittee on Commercial and Consumer Contracts and Sales of Goods Joint meeting, presenter, American Bar Association, Business Law Section, Spring meeting, Austin, TX, September 14, 2018.

*Sex Trafficking, Russian Meddling and Interest Convergence*, Women, Law and Technology Symposium, U.C. Irvine School of Law, April 20-21, 2018.

*The License v. Sale Puzzle after Impressions v. Lexmark*, Works-in-Progress IP 2018, Case Western Reserve University School of Law, February 16-17, 2018

*The Epidemic of Data Insecurity*, presenter, University of San Francisco Law Review Spring 2018 Symposium, University of San Francisco School of Law, January 26, 2018.

*Normalizing Business Practices Through the Use of Wrap Contracts*, The Future of Law: The Internet of Things, Smart Contracts and Intelligent Machines, Singapore Management University School of Law, Singapore, October 26-27, 2017.

*Mars Travel, Cryogenics and Body Hacking: Should There Be Limits to Consent?*, Osher Lifelong Learning Institute, UC San Diego Extension, San Diego, California, October 13, 2017.

*Consentability: Are There Limits to Consent?*, KCON XII, Southwestern Law School, Los Angeles, California, February 24-25, 2017.

*Why Transactional Law Matters* discussion group participant, AALS Annual Meeting, San Francisco, California, January 6, 2017.

*A Change in Direction for Wrap Contract Cases*, UCC Articles 1 & 2 Joint Meeting, presenter, American Bar Association, Business Law Section, Annual Meeting, Boston, Massachusetts, Sept. 9, 2016.

*Teaching Remedies from Concept to Clause*, presenter, What You Thought You Knew About Remedies in Sales Transactions May Not Be True: Highlights in Article 2 Remedies and Contracting for Limitations session, 2016 11<sup>th</sup> Annual International Conference on Contracts, St. Mary's University School of Law, San Antonio, TX, February 26, 2016.

*Contract Clauses and the UCC: What We Can Learn from Recent Cases*, presenter, American Bar Association, Business Law Section, Annual Meeting, Chicago, Illinois, September 17, 2015  
*Incorporating a Preventive Approach into the First Year Contracts Course*, presenter, Symposium on the Preventive and Positive Roles of Law, Stephen M. Ross School of Business, University of Michigan, Ann Arbor, MI, June 25-26, 2015

*Internet Giants as Quasi-Governmental Actors and the Limits of Contractual Consent*, presenter, Digital Giants Gone Wild session, 10th Annual International Conference on Contracts, William S. Boyd School of Law, University of Nevada, Las Vegas, NV, February 27-28, 2015

*Perspectives on the Restatement (Third) of the Law of Consumer Contracts*, panelist, 10th Annual International Conference on Contracts, William S. Boyd School of Law, University of Nevada, Las Vegas, NV, February 27-28, 2015

*Lost in the Fine Print: Examining the Impact of Forced Arbitration*, program hosted by Alliance for Justice, featured speaker, Marriot Wardman Park Hotel, Washington, D.C., January 3, 2015

*Mind the Gap! – Contracts, Technology and Legal Gaps*, moderator, Contracts Section Annual Meeting program, AALS Annual Meeting, Washington, D.C., January 3, 2015

*Terms of Service as Speech Rules*, panelist, Southeastern Association of Law Schools Annual Meeting, Amelia Island, FL, August 5, 2014

*Incorporating Contracts into the First Year Contracts Course*, presentation, Educating the Transactional Lawyer of Tomorrow, Emory Law Center for Transactional Law and Practice,

Fourth Biennial Conference on Teaching Transactional Law and Skills, Emory University School of Law, Atlanta, GA, June 6-7, 2014

*Wrap Contracts, Author Meets Reader salon*, Law and Society Annual Meeting, Minneapolis, MN, May 30, 2014

*The Relationship between Wrap Contracts and Technological Innovation*, Stanford EE/Computer Systems Colloquium, Stanford University, Palo Alto, CA, May 14, 2014

*What Should/Shouldn't be in the Fine Print*, panelist, Making the Fine Print Fair symposium, hosted by the Georgetown Consumer Law Society and Citizen Works, Georgetown University Law Center, Washington, D.C., April 4, 2014

*Wrap Contracts*, participant on a panel to discuss WRAP CONTRACTS: FOUNDATIONS AND RAMIFICATIONS, Ninth International Conference on Contracts, St. Thomas University School of Law, Miami, FL, February 22, 2014

*Click to Accept: How Online Contracts Shape the Internet and Our Behavior*, Dean's Colloquium speaker, Southern Illinois University, School of Law, Carbondale, IL, April 16, 2013

*The Evolution of Contracts: Form and Function*, open lecture organized by Master and Postgraduate Program in International Business Law, Faculty of Law, University of Macau, Macau, March 14, 2013

*Seduction by Contract*, panelist discussing Oren Bar-Gill's book, Eighth International Conference on Contracts, Texas Wesleyan School of Law, Fort Worth, Texas, February 23, 2013

*The Sense and Nonsense of the Law of Electronic Contracts*, presenter, American Bar Association, Business Law Section, 2013 Cyberspace Law Institute & Winter Working Meeting, Los Angeles, CA, January 23, 2013

*Under Watchful Eyes: Privacy and the Technologies that Track*, panelist, IIT Chicago-Kent College of Law, October 5, 2012

*Are Online Contracts the Same as Other Contracts of Adhesion?*, presenter, speaker series, University of Akron School of Law, McDowell Law Center, Akron, OH, September 17, 2012

*Clickwraps, Browsewraps, and Why E-SIGN Deserves a Bum Rap*, panelist, American Bar Association, Business Law Section, Consumer Financial Services Committee, 2012 Annual Meeting, Chicago, Illinois, August 5, 2012.

*Amending Section 230 of the Communications Decency Act*, work-in-progress, CAPALF/NEPOC annual conference at Hofstra Law School, Hempstead, New York, November 3-5, 2011.

*Current Issues in Commercial Contracts: Transatlantic Perspectives*, University of Sheffield, School of Law, Sheffield, United Kingdom, September 9-10, 2011 (invited presenter)

*The Role of Contract Design*, The Society of Legal Scholars, 102nd Annual Conference, Contract,

Commercial and Consumer Law Section, University of Cambridge, Cambridge, United Kingdom, September 7-8, 2011 (selected paper)

*Online Form as Function*, 2011 AALS Workshop on Women Rethinking Equality, Washington, D.C. June 22, 2011

*47 U.S.C. section 230: A 15-Year Retrospective*, Santa Clara Law School, Santa Clara, CA, March 4, 2011 (invited panelist)

*Reconceptualizing the Online Bargain*, 6<sup>th</sup> Annual International Conference on Contracts, Stetson University College of Law, Gulfport, FL, February 18-19, 2011

*Navigating Lombard Street in a Fog: Seeking (or Ignoring) Landmarks of Intent and Context*, panelist, Contracts Section annual meeting program, AALS Annual Meeting, San Francisco, CA, January 6, 2011

*Contract's Adaptation: Form as Function*, faculty workshop, The Ohio State University, Moritz College of Law, Columbus, OH, September 21, 2010

*Contract Law & Context: Identity, Power, and Contractual Justice*, sponsored by Wake Forest Law Review, Wake Forest School of Law, Winston-Salem, NC, March 26-27, 2010 (invited presenter)

*Wrap Contracts & Privacy*, Intelligent Information Privacy Management Symposium, CodeX: The Stanford Center of Computers and Law, Stanford University, March 23-25, 2010 (peer-review selected paper)

*Contracts as Sword, Shield, Crook and Drawbridge*, Contracts Law System and Power- Past, Present, and Future, panelist, 2010 Spring Conference on Contracts, William S. Boyd School of Law, University of Nevada, Las Vegas, February 26-27, 2010

*Company Views of Arbitration Clauses in Business-to-Business Contracts*, ProActive Conference, Nancy, France, October 14-15, 2009 (selected presentation)

*The Communications Decency Act: Has the Overwhelming Success of Section 230 Immunity Imperiled Its Very Existence?* 22<sup>nd</sup> Annual Media and the Law Seminar, Kansas City, MO, April 17, 2009 (invited panelist)

*Content and the CDA Immunity*, Law & Information Society Symposium: Intermediaries in the Information Society, Center on Law and Information Policy, Fordham Law School, New York, NY, March 27, 2009 (invited panelist)

*Cyber Harassment and the Rhetoric of Free Speech*, faculty colloquium, Loyola University Chicago School of Law, Chicago, IL, January 27, 2009

*Cyber Harassment and the Rhetoric of Free Speech*, TPRC 2008: The 36<sup>th</sup> Research Conference on Communication, Information, and Internet Policy, The National Center for Technology & Law, George Mason University School of Law, Arlington, VA, September 26 - September 28, 2008

*Cyber Harassment and the Rhetoric of Free Speech*, Conference of Asian Pacific American Law Professors and Western Law Teachers of Color, University of Denver, School of Law, Denver, CO, April 24-26, 2008

*Contracts and Power*, panelist, Fourth International Conference on Contracts, McGeorge School of Law, University of the Pacific, Sacramento, CA, February 8-9, 2008

*Clicking and Cringing*, faculty colloquium, J. Reuben Clark Law School, Brigham Young University, Provo, UT, February 7, 2008

*The Software Licensing Dilemma*, Southern California Junior Faculty Workshop series, Southwestern School of Law, Los Angeles, CA, November 2, 2007

*The Software Licensing Dilemma*, Fifth Annual Works-in-Progress Intellectual Property Colloquium, American University, Washington College of Law, Washington, D.C., September 28-29, 2007

*Clicking and Cringing*, Stanford/Yale Junior Faculty Forum, Stanford Law School, Palo Alto, CA, May 18-19, 2007 (peer-review selected paper)

*Contract Theory and Non-negotiated Licenses*, Conference of Asian Pacific American Law Professors, William Mitchell School of Law, St. Paul, MN, April 26-27, 2007

*Reconceptualizing Contractual Intent*, Individual Presentation, Social Evolution of Rights and Contracts session, Law and Society Annual Meeting, Baltimore, MD, July 6-9, 2006

*Intent and Contract Defenses: A Framework for Analysis*, Works-in-Progress presentation, Conference of Asian Pacific American Law Professors, Wayne State University School of Law, Detroit, MI, April 7-8, 2006

*Intent and Contract Defenses: An Immodest Proposal*, Western Law Professors of Color Conference, Works-in-Progress presentation, California Western School of Law, San Diego, CA, March 31-April 2, 2006

*Intent, Bargaining Power, and 'Work for Hire': Balancing Public and Private Interests*, Young Scholars Workshop presentation, Southeastern Association of Law Schools Annual Meeting, Hilton Head Island, SC, July 23, 2005

*Informed Intent: Cultural Evidence and Crimes*, Symposium on Culture and Crime, sponsored by the ABA Multicultural Women Attorneys Network and the ABA Commission on Racial and Ethnic Diversity in the Profession, University of Florida College of Law, Gainesville, FL, April 2, 2005 (invited presenter)

*New York Times v. Tasini*, panelist, Southern California Intellectual Property Conference, California Western School of Law, San Diego, CA on March 5, 2005

## **WORKSHOPS AND WRITINGS**

3<sup>rd</sup> Annual Junior Faculty Forum for Law & STEM, invited paper discussant, Stanford University School of Law, September 27-28, 2019.

Co-author amicus brief of Fifty-One Law Professors in support of Plaintiff/Appelle in Meyer v. Uber Technologies, Inc., No. 15-cv-9796, filed December 6, 2016 (with David Horton).

Center on Law and Information Policy, Law and Information Society Faculty Workshop Series, invited participant, Fordham Law School, January 22, 2010.

## **EDUCATION**

### **UNIVERSITY OF CALIFORNIA, BERKELEY**

J.D., 1990

*Associate Editor*, California Law Review

*Associate Editor*, Berkeley Women's Law Journal

*Research Assistant* to Prof. Herma Hill Kay

A.B., Rhetoric, (French minor), 1987

*University Distinction*

*Departmental High Honors*

*Phi Beta Kappa*

*Junior year abroad at l'Université de la Sorbonne Nouvelle, (Paris III), Paris, France*

### **UNIVERSITY OF CALIFORNIA, LOS ANGELES**

LL.M., 1993 (Public International Law)

*Ford Foundation fellowship in public international law*

## **OTHER LEGAL EXPERIENCE**

### ***Vice President, Business and Legal Affairs,***

**EXIGEN (USA), INC.**, San Francisco, CA

(September 2000 - June 2004)

- Managed all legal matters and structured business and licensing transactions for global software and services corporation with over 600 employees in 25 offices worldwide and 300 customers.

### ***Legal Consultant,***

**GENESYS TELECOMMUNICATIONS**

**LABORATORIES, INC.**, San Francisco, CA

(May 2000 - September 2000)

- Drafted and negotiated software licenses, value added reseller, OEM, confidentiality and other agreements, structured business transactions

### ***Director, Partner Marketing,***

**ECIRCLES.COM**, San Mateo, CA

(September 1999 - May 2000)

- Identified, established and managed deals, including marketing partnerships, for Internet community site.



***Director, Business Development,***

**VICINITY CORPORATION**, Palo Alto, CA (April 1999 - August 1999)

- Developed and implemented partner program for Internet marketing services company

***Director, Commercial Relations and Licensing Attorney,***

**GENESYS TELECOMMUNICATIONS**

**LABORATORIES, INC.**, San Francisco, CA (March 1997 – April 1999)

- Managed sales operations staff, structured negotiated licensing and other commercial transactions at leading customer interaction software company.

***Corporate Associate,***

**GUNDERSON DETTMER, LLP**, Menlo Park, CA (June 1996 - March 1997)

- Specialized in venture financings, initial public offerings, private placements and mergers and acquisitions

***Corporate Associate,***

**HELLER, EHRMAN,**

**WHITE & MCAULIFFE**, San Francisco, CA (September 1994 - May 1996)

- Specialized in Investment Company and Investment Advisor regulation, business entity restructurings, stock purchase and other private company agreements.

**AWARDS, ELECTED APPOINTMENTS, AND FELLOWSHIPS**

**American Bar Foundation Fellow** (elected 2020)

**American Law Institute** (elected 2014)

**Wiley W. Manuel Award for Pro Bono Legal Services** (1993)

- Award from State Bar of California for legal services to battered women and the Asian Pacific American Legal Center).

**Ford Foundation Fellow**, (September 1991 - May 1993)

- U.C.L.A. School of Law
- Recipient of international law fellowship; full tuition scholarship and annual stipend
- Researched and wrote law review articles on women's rights as human rights and the use of cultural evidence in the legal system.

**Women's Law and Public Policy Fellow**, (September 1990 – August 1991)

- Georgetown University Law Center
- Award included annual stipend and placement at nonprofit addressing women's issues; drafted policy papers and worked with state legislators on issues affecting families

**LAW SCHOOL SERVICE**

Chair, Faculty Executive Committee (2012-13)

Law School Delegate to AALS House of Representatives (2012-13)

Secretary, Faculty Executive Committee (2009-2010)

Member, Faculty Appointments Committee (2009-2010); (2017-2018); Chair (2019-2020)

Faculty Adviser, California Western Law Review/California Western International Law Journal  
(2008-2010) (2014-2017) (2018-2019)

Faculty Adviser, Asian Pacific American Law Students, California Western School of Law (2008-2011)  
Moving Forward Faculty Committee, Subcommittee on Scholarship (2011-12)  
Faculty Adviser, Women's Law Caucus, California Western School of Law (2007-2010)  
Member, Adjunct/Visitor Appointments (2015-2016) (2020-2021)  
Member, California Western School of Law self-study committee for both 2007 and 2014 American Bar Association site visit evaluations (wrote sections on Program of Legal Education and Faculty for the self-study report)  
Member, Diversity Committee (2006-2008) (2011-2012) (2014-2015)  
Member, Rubric Committee (2016-2017)  
Member, Faculty Development Committee (2004-2006) (2007-2009) (2013-2017)  
Member and Co-Chair, Curriculum Committee (2014-2015); (2017-2018)  
Member, Promotion Committee for Joanna Sax (2014-2015)  
Member and Chair, Tenure Committee for Hannah Brenner (2018-2019)  
Member, Visitor Appointments Committee (2018-2019)  
Member, Sabbatical Committee (2018-2020); Chair (2020-2021)  
Chair, Faculty Appointments Committee (2019-2020)

## **PROFESSIONAL ACTIVITIES**

Member, American Law Institute (2014 to present)  
Members Consultative Group, Principles for a Data Economy;  
Members Consultative Group, Restatement Third, The Law of Consumer Contracts  
Members Consultative Group, Restatement Third, Torts: Intentional Torts to Persons  
Chair, Association of American Law Schools, Section on Contracts (2014-15); Chair-Elect (2013-2014); Secretary (2012-13); Executive Committee member (2011-2012)  
Chair, Association of American Law Schools, Section on Commercial and Related Consumer Law (2015-present); Chair-Elect (2014-2015); Executive Committee member (2012-2014)  
Member, Association of American Law Schools, Committee on Sections (2015-present)  
Chair, American Bar Association Business Law Section, Subcommittee on UCC Article 1/Commercial and Consumer Contracts (2018-2020); Vice-Chair, (2015-2017).  
Member, Executive Committee, Association of American Law Schools, Section on Internet and Computer Law (2010-2012)  
Founding and current co-Editor, JOTWELL, the Journal of Things We Like, Contracts Law section (2016-present)  
Contributing Editor, *Contracts Law Prof Blog* (official blog of AALS section on Contracts) (2011 - present)  
Member, Executive Committee, Association of American Law Schools, Section on Art Law (2009-2010)  
Member, Citizen Works' Fair Contracts Advisory Board (2013 – present)  
Member, State Bar of California  
Official Mentor, Korean American Bar Association of San Diego (2007-2008)  
Planning Committee Member, Conference of Asian Pacific American Law Professors (2006-2007)  
Planning Committee Member, Western Law Professors of Color Conference, San Diego, CA (2005-2006)  
Member, Licensing Committee of the State Bar of California  
Member, American Bar Association  
Member, San Diego County Bar Association

Anonymous Peer Reviewer for: Aspen Publishers, Dance Chronicle, Cambridge University Press, University of British Columbia Law Review, Edward Elgar, Utrecht Journal of International and European Law, Stanford Law Review, Yale Law Review, and NYU Press  
Reviewer for tenure, promotion or PhD thesis of candidates at: Brigham Young University School of Law, Loyola University New Orleans College of Law, Wayne State University School of Law, Texas A&M, and University of Oslo.

## **OTHER**

Founder, GLOBAL VILLAGE KIDS, LLC (a consumer products company)  
Novelist: CHINHOMINEY'S SECRET (1999 Booklist Editor's Choice for Adult Novel for Young Adults; California State Dept. of Education recommended literature reading list, Grades 9-12);  
LIKE WIND AGAINST ROCK (2021) (selected for Amazon First Reads program)  
Member, Board of Advisors, BIOGAS & ELECTRIC, LLC (a renewable energy start-up)  
Volunteer, Cal Alumni Association  
Interviewer, Leadership Award Program (2013)  
Community Advisor, Undergraduate Law Review at UC San Diego (2020-2021)