

Val D Ricks

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Positions

Professor of Law (with tenure, August 2002 to present), South Texas College of Law Houston. **Charles Weigel II Research Professor**, August 2015 to August 2019. **Vinson & Elkins Research Professor**, May 2005 to May 2009. **Associate Professor of Law**, 1999-2002. **Assistant Professor of Law**, 1996-99.

Adjunct Visiting Professor of Law, University of Houston Law Center, Houston, Texas, Spring 2008 (by invitation, taught Business Associations as an overload).

Visiting Professor of Law, Texas Tech University School of Law, Lubbock, Texas, Fall 2004.

Visiting Associate Professor of Law, S.J. Quinney College of Law, University of Utah, Salt Lake City, Utah, Summer 2002.

Visiting Assistant Professor of Law, J. Reuben Clark Law School, Brigham Young University, Provo, Utah, Winter 1996.

Associate Attorney, Kirton & McConkie, Salt Lake City, Utah, 1992-96 (with a year's leave to serve as a judicial law clerk). I practiced primarily business transactions and organizations and some pre-trial and appellate litigation.

Judicial Law Clerk to the Honorable Charles E. Wiggins, United States Court of Appeals for the Ninth Circuit, Reno, Nevada, September 1993 through August 1994.

Courses

Courses in Current Rotation: Contracts I (30x), Contracts II (12x), Corporations (34x), Agency & Partnership (23x), Antitrust (6x), and Business & Law Seminar (6x). Other Courses: Securities Regulation, Mergers & Acquisitions, Jurisprudence or Philosophy of Law, and Secured Transactions.

Works in Progress

Government by Chicken Bones, Precedent in Tea Leaves, forthcoming Texas Tech L. Rev. (2023) (exploring courts' positivist tendency to give hints to lower courts on cases not before them and for lower courts to read those penumbrations like precedent) (part of a festschrift for Prof. William R. Casto).

Apparent Authority and Vicarious Liability for Tort in Texas: From Dance to Embrace, forthcoming, South Texas L. Rev. (2023) (proposing that Texas adopt Section 7.08 or the Restatement (Third) of Agency instead of continuing to dance around its doctrine).

Publications

BOOKS & CHAPTERS

THE STORY OF CONTRACT LAW: FORMATION (CALI eLangdell Press 2016; 4th ed. 2021) (470 pages), available here: <http://www.cali.org/books/story-contract-law-formation>. This is a textbook for the first half of a course on contract law. TEACHER'S MANUAL FOR THE STORY OF CONTRACT LAW: FORMATION (CALI eLangdell Press 2016; 4th ed. 2021) (143 pages).

THE STORY OF CONTRACT LAW: IMPLEMENTING THE BARGAIN (CALI eLangdell Press 2017) (423 pages), available here: <https://www.cali.org/books/story-contract-law-implementing-bargain>. This is a textbook for the second half of a course on contract law. TEACHER'S MANUAL FOR THE STORY OF CONTRACT LAW: IMPLEMENTING THE BARGAIN (CALI eLangdell Press, 2017) (153 pages).

Christianity, Freedom, and the Doctrine of Consideration, in CHRISTIANITY AND PRIVATE LAW (Robert F. Cochran, Jr. and Michael Moreland, eds., Routledge 2020) (book chapter).

ARTICLES

Many of these articles are cross-posted on [my SSRN profile](#).

Post § 90: Promissory Estoppel in the Courts that Use It Most, 55 Tex. Tech L. Rev. 599 (2023) (showing a new consensus in promissory estoppel doctrine that rejects Restatement (Second) of Contracts Section 90 but forges a practical rule).

Misreading Menetti: The Case Does Not Help You Avoid Liability for Your Own Fraud, 53 St. Mary's L.J. 205 (2022),
<https://commons.stmarytx.edu/cgi/viewcontent.cgi?article=1128&context=thestmaryslawjournal>.

Fraud Is Now Legal in Texas (for Some People), 8 Tex. A&M L. Rev. 1 (2020),
<https://scholarship.law.tamu.edu/lawreview/vol8/iss1/2/>.

Introduction, The Best and Worst of Contracts Decisions: An Anthology, 45 Fla. St. U. L. Rev. 889 (2018). The *Best and Worst* anthology is available here:
https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3041444.

The Democratization of Contract Law: The Case of Mutual Promises, 45 Fla. St. U. L. Rev. 949 (2018) (in *The Best and Worst of Contracts Decisions: An Anthology*, 45 Fla. St. U. L. Rev. 889).

Kirksey v. Kirksey, 45 Fla. St. U. L. Rev. 967 (2018) (with Charles Calleros; in *The Best and Worst of Contracts Decisions: An Anthology*, 45 Fla. St. U. L. Rev. 889).

Pillans and Rose v. Van Mierop and Hopkins: The Worst Way to Win, 45 Fla. St. U. L. Rev. 1018 (2018) (in *The Best and Worst of Contracts Decisions: An Anthology*, 45 Fla. St. U. L. Rev. 889).

Authenticating Resolutions of Agency Authority in Large Transactions: Justifying Doubt Suppression, 37 Corp. Couns. Rev. 257 (2018),
https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3395487.

Strategic Shareholder and Member Voting Agreements Under Texas Business Entity Law, 68 Baylor L. Rev. 335 (2016),
<https://www.baylor.edu/law/review/doc.php/270985.pdf>. Changes similar to those advocated in this paper were made in Act of May 22, 2019, 86th Leg., R.S., § 1 (S.B. 1971) (the statute incorporating these changes is Tex. Bus. Orgs. Code § 6.252).

Self-Help in the Break-up of Informal Partnerships, 12 DePaul Bus. & Com. L.J. 259 (2014), <https://via.library.depaul.edu/bclj/vol12/iss3/2/>.

The Twisted Veil of Texas LLCs, 46 Tex. J. Bus. L. 67 (2014),
https://papers.ssrn.com/sol3/papers.cfm?abstract_id=2842373.

Consideration and the Formation Defenses, 62 U. Kansas L. Rev. 315 (2013),
https://kuscholarworks.ku.edu/bitstream/handle/1808/20283/Ricks_KLR_62-2.pdf.

Assent Is Not an Element of Contract Formation, 61 U. Kansas L. Rev. 591 (2013),
https://kuscholarworks.ku.edu/bitstream/handle/1808/20224/01-Ricks_Final.pdf.

No Power to Be Disloyal (Or, How Not to Write a Loyalty Opinion), 6 JBEL (Journal of Business, Entrepreneurship & the Law) 247 (2013),
<https://digitalcommons.pepperdine.edu/jbel/vol6/iss2/3/>.

Texas Partners Owe Transferees Good Faith: Escaping from the Box, 31 Corp. Couns. Rev. 119 (2012) (with David Bledsoe and Ryan Russo).

Three Suggestions for the Texas Limited Liability Company Law, 44 Tex. J. Bus. L. 29 (2011). Most of the problems identified in this article have been fixed legislatively.

Service Partner Capital Agreements: The Leading Cases and a Response to Critics, 12 Univ. Pa. J. Bus. L. 1 (2009),
<https://scholarship.law.upenn.edu/jbl/vol12/iss1/1/>.

The Possibility of Plain Meaning: Wittgenstein and the Contract Precedents, 56 Cleveland State L. Rev. 767 (2008),
<https://engagedscholarship.csuohio.edu/clevstlrev/vol56/iss4/3/>.

Texas' So-Called "Interested Director" Statute, 50 S. Tex. L. Rev. 129 (2008) (advocating changes to Texas' interested director statute; changes similar to those advocated were made in Act of May 11, 2011, 82d Leg., R.S., § 28 (S.B. 748) (codified at Tex. Bus. Orgs. Code § 21.418)).

"Dear Sister Antillico ...": The Story of Kirksey v. Kirksey, 94 Geo. L.J. 321 (2006) (with William R. Casto), https://papers.ssrn.com/sol3/papers.cfm?abstract_id=899002.

The Revival of De Facto Incorporation in Texas, 25 Corp. Couns. Rev. 75 (2006) (by invitation).

Marriage and the Constitutional Right to Free Sex: The State Marriage Amendments as Response, 7 Fla. Coastal L. Rev. 271 (2005) (symposium issue, by invitation).

The Death of Offers, 79 Ind. L.J. 667 (2004) (showing why the death of a contract offeror should usually terminate the offeree's power to accept),
<https://www.repository.law.indiana.edu/ilj/vol79/iss3/3/>.

Teaching Consideration from Original Leading Cases, Essay, in TEACHING THE LAW SCHOOL CURRICULUM 137 (Steven Friedland & Gerald F. Hess, eds., Carolina Academic Press 2004).

Contract Law and Christian Conscience, 2003 B.Y.U. L. Rev. 993,
<https://digitalcommons.law.byu.edu/lawreview/vol2003/iss3/7/>.

Religious Doctrine and the Principles of Revelation, 1 Univ. of St. Thomas L.J. 405 (2003) (inaugural/symposium issue, by invitation), <https://ir.stthomas.edu/ustlj/vol1/iss1/19/>.

Abortion and Latter-day Saint Experiences with Children and Law, 2001 MARGINS: Maryland's Interdisciplinary Publication on Race, Religion, Gender, and Class 523 (symposium issue), <https://digitalcommons.law.umaryland.edu/rrgc/vol1/iss2/8/>.

The Sophisticated Doctrine of Consideration, 9 Geo. Mason L. Rev. 99 (2000) (giving a history of, and urging flexibility in employing, this foundational doctrine of contract law).

In Defense of Mutuality of Obligation: Why "Both Should Be Bound, or Neither," 78 Neb. L. Rev. 491 (1999), <https://digitalcommons.unl.edu/nlr/vol78/iss3/2/>.

American Mutual Mistake: Half-Civilian Mongrel, Consideration Reincarnate, 58 La. L. Rev. 663 (1998), reprinted in part in Randy E. Barnett, PERSPECTIVES ON CONTRACT LAW 428 (4th ed. 2009), <https://digitalcommons.law.lsu.edu/lalrev/vol58/iss3/1/>.

Seeing the Diagonal Clearly: Telling Vertical from Horizontal in Antitrust Law, 28 U. Tol. L. Rev. 151 (1996) (with R. Chet Loftis) (discussing legal issues that arise when market participants curtail competition on more than one level of a distribution chain).

To God God's, to Caesar Caesar's, and to Both the Defining of Religion, First Amendment Symposium, 26 Creighton L. Rev. 1053 (1993) (giving a history of judicial definitions of *religion* in the First Amendment and urging courts in future cases to defer to a degree to private parties who claim First Amendment rights).

Knight v. State ex rel. Moore: How Bingo Won the Mississippi Lottery, 61 UMKC L. Rev. 463 (1993).

Comment, *The Conversion of Intangible Property: Bursting the Ancient Trover Bottle with New Wine*, 1991 B.Y.U. L. Rev. 1681, <https://digitalcommons.law.byu.edu/lawreview/vol1991/iss4/8/> (cited by the House of Lords in *OGB Limited v. Allan*, [2007] UKHL 21 ¶314).

Pomerance's The Elephant Man, *The Explicator*, 46(4): 48-49 (July 1988).

Selected Presentations

Government by Chicken Bones, Precedent in Tea Leaves, at the Festschrift of William R. Casto's Scholarship, March 24, 2023, hosted by Texas Tech University School of Law.

Promissory Estoppel in the Courts that Use It Most (or, PE Post Section 90), at the 16th International Contracts Conference, February 18, 2023, at Texas A&M School of Law, Fort Worth.

Fraud Is Now Legal in Texas (for Some People), at the 43rd Annual Corporate Counsel Institute, April 28-30, 2021, presented by The University of Texas School of Law and The Corporate Counsel Section of the State Bar of Texas.

A Christian View of Consideration in Contracts, at the Christianity and Private Law Roundtable, February 2-3, 2018, at Pepperdine University School of Law, Malibu.

Collaboration and Contracts Scholarship, at the 13th International Contracts Conference, February 23, 2018, at Barry University School of Law, Orlando.

Contract Doctrine as Contract Theory, at the 11th International Contracts Conference, February 27, 2016, at St. Mary's University School of Law, San Antonio, TX.

Beyond Contract Metaphysics, at the 8th International Contracts Conference, February 22, 2013, at Texas Wesleyan University School of Law, Fort Worth, TX.

Consideration and the Formation Defenses, at the 7th International Contracts Conference, March 2, 2012, at Thomas Jefferson School of Law, San Diego, CA.

2011 Legislative Changes to the Texas Business Organizations Code, September 14, 2011, The Woodlands Bar Association, The Woodlands, TX.

The Superfluity of Assent as a Separate Element of Contract Formation, at the Spring Conference on Contracts, February 26, 2010, at University of Nevada, Las Vegas' William S. Boyd School of Law; at the J. Reuben Clark Law Society Faculty Section Conference, January 5, 2011, at Golden Gate University School of Law, San Francisco; at Texas Southern University Law School, October 12, 2011, Houston; and at a BYU Management Society meeting, April 26, 2012.

A Christian Legal Scholar's Impediment and Blessing, at The Second Annual J. Reuben Clark Law Society Faculty Section Conference, January 6, 2010, at Loyola University School of Law, New Orleans.

Salvific Freedom: A Latter-day Saint Jurisprudence, at the symposium, “Religious Legal Theory: The State of the Field,” November 2009, at Seton Hall University School of Law, Newark.

What a DJ Should Know About Contracts, The Greater Houston Area Mobile Music Association, September, 2008.

Fiduciary Duty & Executive Compensation, at the 29th Annual Corporate Counsel Institute, April & May 2007, Houston & Dallas.

Syndicate Short Covering: A Transaction Cost?, at the 3d Annual International Conference on Contracts, February 2007, at South Texas College of Law, Houston.

Would You Marry this Man?: Soper’s Estate and Extrinsic Evidence, at the 2d Annual International Conference on Contracts, February 2006, at Texas Wesleyan University School of Law, Fort Worth.

Marriage and the Constitutional Right to Sexual Experience Without Consequence, at the Symposium on State Marriage Amendments: Efforts to Protect Conjugal Marriage, Efforts to Legalize Same-Sex Unions; April 2005, at Georgia State University College of Law, Atlanta.

Clinical Study Agreements: The Contract Lawyer’s Perspective, at the Clinical Research Workshop: “The Integrity of Clinical Research in Liver Disease: Protecting Patients and Investigators,” American Association for the Study of Liver Diseases, May 2004, New Orleans (by invitation).

Doctrine & Revelation, part of an ecumenical panel, The Development of Religious Doctrine, at the symposium, “God, the Person, History, and the Law: Themes from the Work of Judge John T. Noonan, Jr.,” October 2003, at Univ. of St. Thomas School of Law, Minneapolis (by invitation).

Response: Contract Law and Conscience, Latter-day Saint Perspectives on Law Symposium, October 2001, at Brigham Young University, Provo, Utah.

Abortion and Latter-day Saint Experiences with Children, MARGINS Symposium, “Legislating Morality: The Problem of Moral Right and Legal Rights,” March 2001, at Univ. of Maryland School of Law, Baltimore.

The Sophisticated Doctrine of Consideration, Young Scholars Workshop of the Southeastern Conference of the Association of American Law Schools, July 1999.

Selected Service

Editor, *Corporate Counsel Review*, August 2006 to present. The *Corporate Counsel Review* is a mostly student-edited journal sponsored by the Corporate Counsel Section of the State Bar of Texas. At the Bar's request, I play an active role in the Review's management.

Advisory Member, Texas State Bar Corporate Counsel Section Council, 2006-present.

South Texas College of Law Houston faculty service:

- Faculty Co-Advisor, *South Texas Law Review* (8/05 to 8/22);
- Faculty Advisor, JRCLS Student Chapter (8/06 to present);
- Promotion, Tenure, & Reappointments (9/05 - 8/07, 10/09 - 8/10);
- Faculty Appointments (8/99 - 8/01, 8/02 - 8/04, 8/07 - 8/09);
- Special Hearing Committee (Spring 2003);
- Admissions (8/01- 8/03, 8/09 - 8/12);
- Transition to the Profession Focus Group (Spring 2002);
- Financial Aid (8/96 - 8/00, 8/05 - 12/05; 8/15 - 8/19);
- Ad Hoc Committee on Sexual Harassment Policy (Fall 1998);
- Student Appeals and Discipline (8/06 - 8/14; 8/16 - 8/19, 8/20 - 8/22);
- Chair, Ad Hoc Scholarship Incentive Committee (3/09 - 12/09);
- Student/Faculty Committee (8/99 - 8/00, 8/05 - 8/10 (Chair, 99-00));
- Faculty Scholarship Committee (8/13 to 8/20);
- Judicial Clerkship Committee (8/19 to 8/23; Chair 8/19 - 8/22);
- Access to Justice and Public Service (8/20 to 8/21);
- Grades & Calendar (Chair 8/23 to present);
- Ad Hoc Committee on Exam Policies (8/22 to present).

Chair, AALS Executive Committee of Section on Contracts, 2017 (Executive Committee, 2013 to 2017) (Chair Elect, 2016). As Chair, organizer of the panel, *Liability Without Assent: When contract occurs without assent, what grounds liability and remedy? Seeking positive premises*, presented at the AALS Annual Meeting, Jan. 6, 2018, in San Diego.

Organizer and Moderator, *Employment 2021: Contract v. Competition*, a KCON Zoom Panel, Oct. 1, 2021 (four presenters with the latest on post-employment restrictive covenants; attended by scholars across the country).

Co-Organizer, *Amended Article Two: Reversing the Curse?*, a symposium, April 2011, South Texas College of Law Houston.

Co-Organizer, Annual J. Reuben Clark Law Society Faculty Symposia, January 2010, New Orleans, LA; January 2011, San Francisco, CA; January 2012, Washington, DC; January 2014, New York, NY.

Co-Organizer, Third Annual Conference on Contracts, February 2007, Houston.

Member, AALS Executive Committee of Section on Agency, Partnership, LLCs & Unincorporated Associations (2005-06).

Member, AALS Executive Committee of Section on Law & Religion (2005).

Board of Editors, J. Reuben Clark Law Society Institute Program (2005-09).

Author/Editor of student chapter curriculum lessons: *The Theory or Doctrine of the State* (2005); *The Theological Role of Contract Law* (2008).

Essay, *Ten Reasons Why Every Law Student (Who Can) Should Serve as a Judicial Law Clerk* (distributed to students by the South Texas College of Law Houston Career Resource Center).

Essay on *Roe v. Wade*, South Texas College of Law 75th Anniversary Report (1998).

Professional Associations

Utah Bar, State Trial and Appellate and Federal Trial Courts, 1992

Houston Bar Association

American Bar Association

Selden Society

J. Reuben Clark Law Society

Education

Juris Doctor, J. Reuben Clark Law School, Brigham Young University, Provo, Utah, 1992.

- Summa cum laude*, 1st in class.
- Order of the Coif.
- Executive Editor, BYU Law Review Editorial Board.
- John S. Welch Award for Legal Writing (recognizing the student comment, *supra*).

Bachelor of Arts, Philosophy, Brigham Young University, Provo, Utah, 1989.

- Summa cum laude*.
- Spoti Scholar.

Associate of Arts, English, Ricks College, Rexburg, Idaho, 1987.

- Summa cum laude.*

- Spori Scholar.

Personal

My bride Elizabeth and I are the parents of seven beautiful children and grandparents of six adorable grandchildren. I enjoy reading history, fantasy, and philosophy; interesting music; and astronomy and deep sky imaging.

September 2023