

Question I (Sarah Seller v. Bob Broker d.b.a. timesharestogo.com) (40 points)

Personal Jurisdiction-gen'l/specific, long arm, min contacts, arise out of, reasonable----(2) _____
General Jur- substantial, continuous, systematic FL activities- # FL subscribers, sales?--(2) _____
Specific-Purposeful availment of benefits of doing FL bus-express aiming/targeting FL
business?-big timeshare market, ads, property listings/fees/ know subscribers in FL----- (6) _____
Zippo's sliding scale test-level of interactivity - listing service, emails, no online sales---(3) _____
Business arrangements w/forum (SS & property in FL)/no personal contact-never visited(2) _____
Effects test-tort outside FL-knew/reason to know would do harm in FL-SS/prop'y in FL-(4) _____
Cause of action (fraud/misrep) must arise out of contacts with forum - FL subscriber----(2) _____
Reasonable-subj to jur in all states on this theory, but could have forum selection clause-(2) _____
Dormant Com Cl-extraterritorial effects?-only if B or S FL res, but prop'y can be outside(3) _____
Danger of inconsistent regs-license in each state-tailor conduct to residence of B & S; rep B & S,
what if B & S's states impose inconsistent regs and BB must tailor conduct to both----- (2) _____
Balancing test-burdens (license, \$, edu reqs, etc) v. benefits (protect residents); discrim?(4) _____
Criminal Jur-state jur over crim'l acts committed outside state but intended to, and do, produce
harm w/in state (similar to effects test for pers jur), knew SS a FL resident----- (3) _____
Crim liability-is BB broker representing B & S?-commissions, but just helps match B/S (2) _____
Miscellaneous _____ (3) _____

Question II (Housing Equity Council v. roommatefind.com) (40 points)

FHA-is roommatefind a broker-doesnt represent LI/tenant, doesnt arrange Ks for parties(6) _____
Is posting of subscriber data in profiles or emails "statement" sufficient for liability?----(6) _____
Section 230-is roommatefind an interactive computer service as used in 230-bulletin bds, listservs
and websites and not just to ISPs and that includes roommatefind's database of listings--(4) _____
Section 230 immunity-service provider or info content provider (requested info to subscribe and
decided whether & in what form to display vs. editor & info provided by subscribers)----(6) _____
Section 230 cover housing discrim?-civil not crim-doesn't fall w/in exceptions in statute(5) _____
First Amend rt to post true not false info-strict scrutiny-unless adv'g (lesser standard)----(5) _____
Apply standard to facts - government interest, narrowly tailored means?----- (5) _____
Miscellaneous _____ (3) _____

Question III (Perfect 10 v. PayPal) (40 points)

Contributory liability (copyrt/trademk)-substantial uses for PayPal other than infringing so don't
presume knowledge, but knowledge of infringemt thru some notices, timely notice?----- (6) _____
Induce, cause or materially contribute to another's infringing?-material or not, induce?--(6) _____
Vicarious liability-rt/ability to supervise infringing activity?(user agreemt, can PP stop?)(6) _____
Direct financial interest in such activities (gets a fee for each infringing transaction)----- (4) _____
Section 512(a)-not service provider-no transmission, routing, connections of material etc(4) _____
512(c)-broader def-but no storage, provider online services/netwk access, or operator of facilities
therefor-can PayPal be facilities therefor if doesn't store? 512(d) - link----- (4) _____
Takedown - failed to takedown so no safe haven even if statute applies; notice adequate?(3) _____
Trademark-innocent infringer defense available to printers, publishers or distributors-innocent
unless acted w/knowledge or reckless disregard-is PayPal entitled to defense?----- (4) _____
Miscellaneous _____ (3) _____