



Internet Law (Law 793) Final Exam
Eric Goldman • Fall 2021

This exam has 1 question. The Word file containing your answer may not contain more than 3,000 words total, including your word count, AGID, and any footnotes (but no footnotes please). Please use a font size that is kind to my aging eyes.

This is an “open book” exam. You may consult any materials you want. However, during the exam period, you may not communicate about the exam or your answer with anyone (orally, electronically, or otherwise), other than law school staff or ExamSoft regarding exam administration. You don’t need to do outside research, and such research is unlikely to help your grade. However, if you aren’t sure exactly what a statute says, don’t rely on summaries from class—read the statute!

I will email you the exam PDF on December 1, 2021 by 10 am Pacific. You must upload your answer to your Examsoft profile at <https://ei.examsoft.com/GKWeb/login/sculaw> no later than December 14, noon Pacific. ExamSoft’s timestamp is irrefutable evidence of your upload time. **IF YOUR ANSWER IS UPLOADED AFTER THE DEADLINE, EVEN BY ONE MINUTE, YOU WILL FAIL THE COURSE. THERE IS NO EXTRA GRACE PERIOD. NO EXCUSES!** Don’t wait until the last minute to upload your answer. Confirm you successfully uploaded the answer.

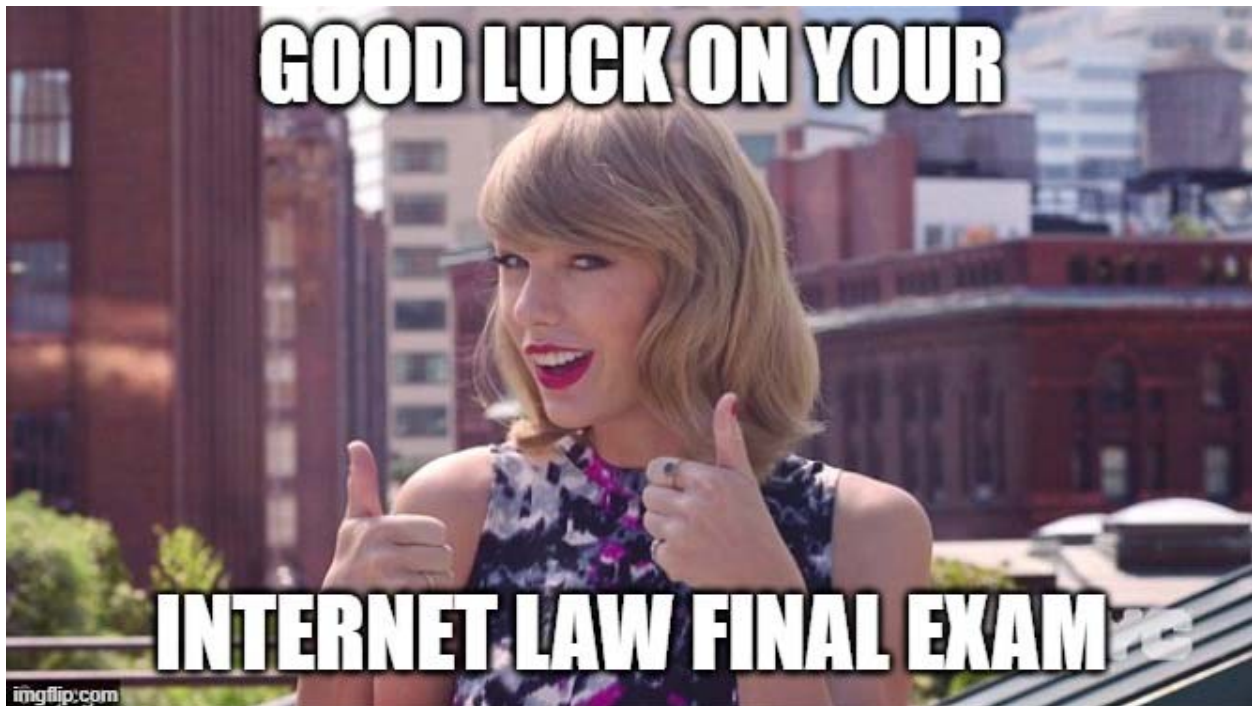
Submit your answer as a Microsoft Word file in accordance with the Assessment Office’s instructions. The file name should be “Your4-DigitAGID_InternetLaw_Goldman_Fall2021.” In the file itself, include page numbers and your AGID in the document footer, but don’t include any other identifying information. At the top of your answer, tell me how many words the answer contains. **I DON’T PLAN TO GRADE AN ANSWER THAT EXCEEDS THE WORD LIMIT BY EVEN ONE WORD. OMITTING OR MISSTATING YOUR WORD COUNT MAY INCUR SIGNIFICANT PENALTIES.**

If you have a technology emergency, contact Law Technology at (408) 554-5762. If you cannot reach Law Technology, call ExamSoft at (866) 429-8889 to timestamp the issue. You may also contact Janelle Atangan at (408) 554-5137 or jatangan@scu.edu with any exam issues. If you have a personal emergency, contact Nicole Maxwell at (408) 554-4677 or nmaxwell@scu.edu. Do not contact me directly.

Some additional thoughts for you:

- Assume all parties are, and all actions take place, in California. Don’t discuss any statutes of limitation. Unless otherwise specified, all parties are adults.
- Only address topics we covered this semester.
- Read the questions very carefully. Answer the questions I actually ask. Don’t answer questions I didn’t ask.

- Allocate your word count smartly. You score most points from issue-spotting and applying the law to the facts. Organize and prioritize your answer accordingly. It's OK to use bullet points, short citation forms, and unambiguous abbreviations. Please quote statutes or cases only as needed to make your point. It's OK to use IRAC/CRAC, but I'm also OK with any method that effectively and efficiently communicates your points.
- If additional information would help your analysis, explain what information you'd like and why it would help.
- While generally your answer should be based on legal principles, you are welcome to address other perspectives and concerns.



[This exam blends real-life facts with things I made up. If they diverge, use the stated facts below.]

The Cameo service sells “personalized videos featuring your favorite stars.” For example, for \$244, anyone can buy a video of Rudy Giuliani (see <https://www.cameo.com/rudygiuliani>) saying “Hi, this is Rudy Giuliani of Four Seasons Total Landscaping. Prof. Goldman is the best Internet Law professor ever. He’s even more of a legal expert than I am.”

How Cameo works:

- A star creates a Cameo account and sets a price for personalized videos. (Cameo has a very broad view of who it considers a “star”).
- A customer submits the requested text that the customer wants the star to recite and pays the fee set by the star. Cameo processes the transaction.
- Cameo forwards the customer’s requested text to the star.
- The star records the personalized video and uploads it to Cameo’s servers.
- Cameo notifies the customer that the personalized video is available. The customer can download the video from Cameo’s servers and/or keep the video stored on Cameo’s servers and promote the URL so that people can watch the video from Cameo’s servers.
- After the star submits the video to Cameo’s servers, Cameo deposits 75% of the customer’s payment into the star’s account. Cameo retains the remaining 25%.

Taylor Swift is a successful singer-songwriter. Assume that she owns and has obtained appropriate registrations for all of the rights to her songs and music videos. She also owns numerous federal trademark registrations in her name for a wide range of goods and services, such as greeting cards.

A user, Dylan, created a Cameo account pretending to be Taylor Swift. Cameo automatically assigned the URL <https://www.cameo.com/taylorswift> to that account.

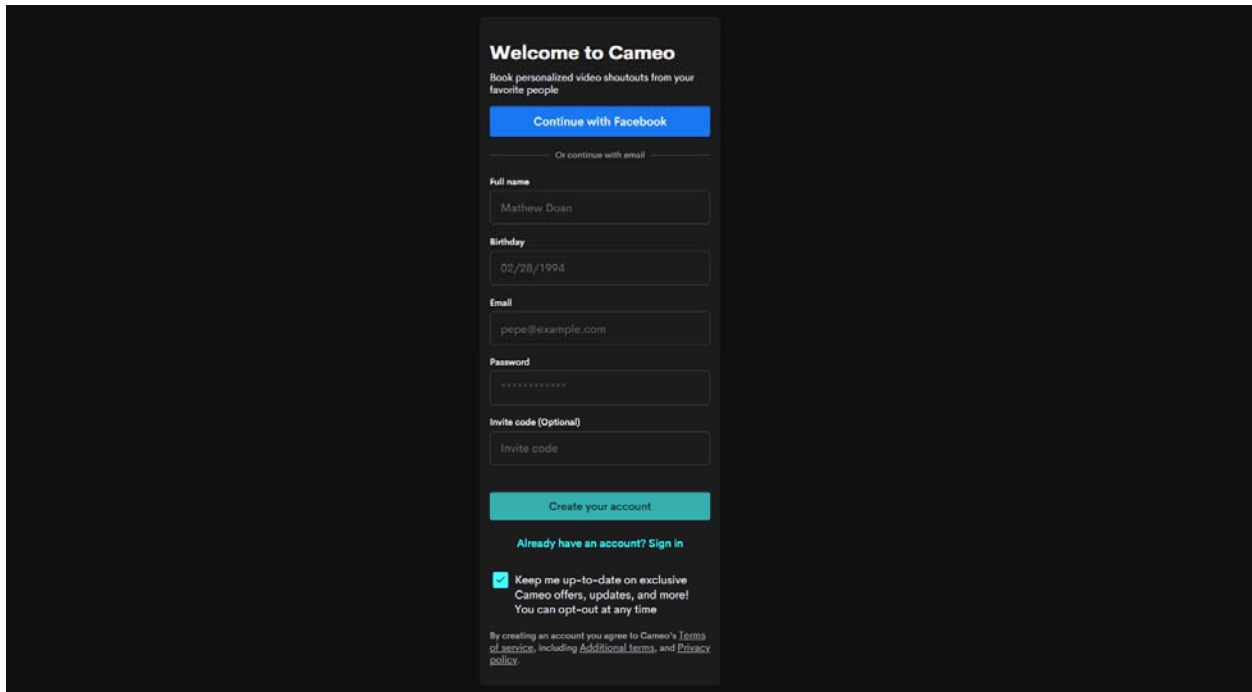
Dylan sold and delivered fake Taylor Swift videos to customers. To make these videos, Dylan retained someone whose voice sounds like Taylor (sometimes called a “soundalike”) to create an audio file reading the requested words in a voice that most people would assume was Taylor’s. Dylan then combined the soundalike audio with 20-30 seconds of an official Taylor Swift video (without the audio). Using widely available video editing software, Dylan automatically adjusted Taylor Swift’s lip movements to synchronize with the audio file so that it looked like Taylor was speaking the words. While careful viewers might ultimately identify the video as not genuinely created by Taylor, most viewers assumed Taylor Swift made the video.

A Cameo customer, Heidi, placed an order for Dylan requesting a personalized video (the “Revenge Video”) reciting the following text: “This is Taylor Swift with an important message for my fans. If you’re thinking about dating Sam Jones—his former girlfriend Heidi wants you to know that Sam has a sexually-transmitted disease and he won’t tell you about it. As far as I’m concerned, Sam is just another picture to burn.” (If you don’t know, the last line is a lyric from Taylor Swift’s 2006 song “Picture to Burn”). Sam does not have any sexually-transmitted disease. Heidi assumed that Taylor Swift would actually make the video.

In response to Heidi’s order, Dylan prepared the Revenge Video and uploaded it to Cameo. Heidi shared the video with her friends and family.

To entice potential future customers to order similar fake videos, Dylan posted the Revenge Video’s URL to a site for Taylor Swift fans (known as “Swifties”). Dylan knew that Swifties adore seeing Taylor Swift ripping her past boyfriends to shreds in her songs, so Dylan hoped that the Swifties would watch the Revenge Video and then become interested in ordering their own. As expected, the Swifties eagerly sought to watch the Revenge Video. The deluge of Swifties viewing the Revenge Video caused three of Cameo’s many servers to crash from the high usage. During the server outage, viewers experienced occasional freezing of the Revenge Video for less than a second per glitch. Within 10 minutes, Cameo’s IT team was able to restart the three servers, and Cameo’s service functioned normally thereafter.

When Dylan created an account, Cameo’s account creation page looked like this (the last page of the exam replicates this page at a larger size for easier reading):



Cameo’s TOS includes the following provision: “You agree not to create a Site account using a false identity or providing false information.” Cameo’s TOS also discloses Cameo’s repeat infringer policy and agent for service of 512(c)(3) takedown notices. Cameo has made an agent designation filing with the Copyright Office.

Cameo generally is aware that impersonators have accounts on the service. Cameo has occasionally removed prior impersonators from its service after getting third-party complaints about them, but Cameo does not proactively look for impersonators. Because of the potential problems created by impersonators, critics have publicly urged Cameo to adopt an identity verification process to confirm that “stars” are who they claim to be, but Cameo has not done so.

Based on a prior third-party complaint against Dylan, Cameo had issued a written warning to Dylan (before Dylan accepted Heidi's order) instructing Dylan not to engage in any further impersonations, but Cameo took no other steps to restrict Dylan's behavior.

Discuss (1) Sam's claims against Heidi, Dylan, and Cameo; (2) Taylor's claims against Dylan and Cameo (but do not discuss any of Taylor's claims for defamation); and (3) Cameo's claims against Dylan. This fact pattern raises valid claims among other plaintiff-defendant pairs, but you won't score points for discussing those. Do not discuss personal jurisdiction; 17 U.S.C. §§ 1201 or 1202; web browsing as infringement; criminal copyright infringement; COPPA; GDPR; CCPA/CPRA; e-personation or identity theft statutes; or ECPA/state law equivalents.

Closeup of Cameo's Account Signup Screen

Welcome to Cameo

Book personalized video shoutouts from your favorite people

[Continue with Facebook](#)

Or continue with email

Full name

Birthday

Email

Password

Invite code (Optional)

[Create your account](#)

[Already have an account? Sign in](#)

Keep me up-to-date on exclusive Cameo offers, updates, and more!
You can opt-out at any time

By creating an account you agree to Cameo's [Terms of service](#), including [Additional terms](#), and [Privacy policy](#).