

# MCLE SELF-STUDY

## HASELL V. BIRD, WHAT'S THE BIG DEAL YELP?

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### MCLE SELF-STUDY TEST

- 1 Hassell represented Bird for:
  - a. 10 days
  - b. 25 days
  - c. 35 days
  - d. 60 days
- 2 Bird posted this number of negative reviews about Hassell:
  - a. 1
  - b. 2
  - c. 3
  - d. 4
- 3 At trial Bird argued in her defense that:
  - a. Her postings were not defamatory because they were true.
  - b. She had a first amendment right to her postings.
  - c. Hassell was an even worse attorney than Bird related in her postings.
  - d. None of the above
- 4 Yelp gained standing to challenge the judgment by:
  - a. Being a party to the lawsuit
  - b. Filing a statutory motion to vacate
  - c. Filing a nonstatutory motion to vacate
  - d. Cross-complaining
- 5 Yelp was not ordered to take down any future reviews by Bird.  
 True                       False
- 6 47 U.S.C. §230 et seq. is the:
  - a. Communications Indecency Act
  - b. Communications Decency Act
  - c. Internet Decency Act
  - d. Internet Communications Act
- 7 The Court of Appeal held all of the following except:
  - a. Yelp's due process rights were violated through lack of notice of the underlying lawsuit.
  - b. The removal order did not violate Yelp's First Amendment rights to the extent it required Yelp to remove the reviews.
  - c. The removal order was an unconstitutional prior restraint on speech to the extent it purported to cover future statements.
  - d. Yelp's immunity from suit under the Communications Decency Act, 47 U.S.C. §230 et seq. did not extend to the removal order.
- 8 Yelp makes all of these arguments to the California Supreme Court except:
  - a. Trial courts may not enjoin non-parties, taking away their independent rights, without notice and a hearing.
  - b. Yelp has a First Amendment right to publish third-party speech.
  - c. Yelp has a due process right to challenge attempts to infringe its First Amendment right.
  - d. Injunctions cannot bind non-parties without evidence that they have a fiduciary relationship with the enjoined party.
- 9 Yelp argues the First Amendment protects:
  - a. Speakers
  - b. Publishers of speech
  - c. Speakers and publishers
  - d. None of the above

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- 10 In *Balboa Island*, the Court reversed a prior restraint against defendant to the extent it applied to non-parties because:
- There was evidence that others aside from the defendant defamed plaintiffs, or was likely to induce others to defame plaintiffs.
  - There was evidence others aside from the defendant were also likely to defame plaintiffs.
  - There was no evidence that anyone other than the defendant defamed or was likely to induce others to defame plaintiffs.
  - None of the above

- 11 The Court of Appeal agreed that the trial court had imposed liability on Yelp.
- True                       False

- 12 Yelp argues the trial court’s order should fail based on a Section 230 argument because:
- “Any provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider.”
  - “No provider or user of an interactive analog service may be treated as the publisher or speaker of any information provided by another interactive analog service.”
  - “Providers, with at least 500 employees, of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider.”
  - “No provider or user of an interactive computer service shall be treated as the publisher.

- 13 Bird obtained a default judgment against Hassell.
- True                       False

- 14 Hassell obtained a default judgment against Yelp.
- True                       False

- 15 Plaintiffs argue that injunctions are proper against those “through whom the enjoined party may act.”
- True                       False

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