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10 Attorneys for Plaintiff  
 11 craigslist, Inc.

12 UNITED STATES DISTRICT COURT  
 13 NORTHERN DISTRICT OF CALIFORNIA  
 14 SAN FRANCISCO DIVISION

16 CRAIGSLIST, INC., a Delaware  
 17 corporation,

18 Plaintiff,

19 v.

20 THOMAS G. MCGUIRE, a Florida  
 21 resident,

22 Defendant.

Case No. CV-10-5830 CRB

**FINAL JUDGMENT ON CONSENT**

23 **L CONFESSIO, CONSENT AND STIPULATION TO JUDGMENT**

24 Defendant Thomas G. McGuire ("Defendant") confesses, consents, and stipulates with  
 25 Plaintiff craigslist, Inc. ("craigslist") to judgment in favor of craigslist and authorizes the Court to  
 26 enter judgment granting monetary and permanent injunctive relief against Defendant and in favor  
 27 of craigslist as set forth below. This Final Judgment on Consent ("Consent Judgment") arises out  
 28 of craigslist's assertion of claims and damages caused by Defendant's development, use,

1 distribution, and sale of products and services that enable users to access and use craigslist's  
2 website at [www.craigslist.org](http://www.craigslist.org) (the "Website") and online resources (collectively, the "Services")  
3 without authorization or in excess of authorization, including, but not limited to, selling craigslist  
4 telephone-verified accounts to users, through online forums, websites, and by other means, and  
5 the parties' agreement to settle craigslist's claims (the "Settlement Agreement"). This Final  
6 Judgment on Consent does not alter or supersede the obligations of any parties pursuant to that  
7 Settlement Agreement.

8 Specifically, in accordance with the Settlement Agreement, Defendant confesses, consents  
9 and stipulates with craigslist to judgment as follows:

10 1. This Court has jurisdiction over the subject matter at issue in this action.

11 2. This Court has personal jurisdiction over Defendant for the purposes of this  
12 litigation, and for entry and enforcement of this Consent Judgment and enforcement of the  
13 Settlement Agreement.

14 3. An award of monetary relief against Defendant and in favor of craigslist in the  
15 total amount of Two Million Eight Hundred Thousand Dollars (U.S. \$2,800,000.00).

16 4. Entry of a permanent injunction against Defendant and in favor of craigslist  
17 immediately, permanently and forever enjoining Defendant, and his successors, assigns,  
18 employees, agents, representatives and all persons and entities acting in concert or participation  
19 with Defendant who receive actual notice of this Consent Judgment by personal service or  
20 otherwise, from:

21 (a) Posting the same or similar content more than once every 48 hours on the  
22 Services;

23 (b) Posting the same or similar content in more than one category on the Services;

24 (c) Posting the same or similar content in more than one geographic area on the  
25 Services;

26 (d) Posting content on behalf of others, causing content to be posted on behalf of  
27 others, facilitating the posting of content on behalf of others and accessing the Website or  
28 Services to facilitate posting content on behalf of others;

1 (e) Using a third-party agent, service, or intermediary to post content to the Services;

2 (f) Using any automated device or computer program that enables postings on the  
3 Services without each posting being entered manually (an "automated posting device"),  
4 including, without limitation, the use of any automated posting device to submit postings to the  
5 Services in bulk;

6 (g) Manufacturing, developing, creating, adapting, modifying, exchanging, offering,  
7 distributing, selling, providing, importing, trafficking in, or using any device, program, service or  
8 technique that employs automated means (including, but not limited to, spiders, robots, crawlers,  
9 data mining tools, and data scraping tools) to download or otherwise obtain data from the Website  
10 or Services;

11 (h) Engaging in any activity that disrupts, diminishes the quality of, interferes with the  
12 performance of, or impairs the functionality of the Website or Services;

13 (i) Copying, distributing, displaying, creating derivative works, or otherwise using  
14 protected elements of the Services (or inducing, encouraging, causing, materially contributing to,  
15 aiding or abetting any other person or entity doing the same), including, but not limited to,  
16 craigslist's post-to-classifieds, account registration and account log-in expressions and  
17 compilations;

18 (j) Circumventing technological measures that restrict or control access to all or parts  
19 of the Website or Services (including, but not limited to, telephone-verified accounts,  
20 CAPTCHAs, and RE-CAPTCHAs), or inducing, encouraging, causing, materially contributing  
21 to, aiding or abetting any other person or entity doing the same;

22 (k) Manufacturing, developing, creating, adapting, modifying, exchanging, offering,  
23 distributing, selling, providing, importing, trafficking in, or using technology, products, services,  
24 devices, components, or parts thereof, that are primarily designed or produced for the purpose of  
25 circumventing technological measures that restrict or control access to the Website or Services (or  
26 portions thereof) or that otherwise protect craigslist's rights as a copyright owner (or inducing,  
27 encouraging, causing, materially contributing to, aiding or abetting any other person or entity  
28 doing the same);

1 (l) Accessing or attempting to access craigslist's computers, computer systems,  
2 computer network, computer programs or data without authorization or in excess of authorized  
3 access, including, but not limited to, creating accounts or posting content on the Services (or  
4 inducing, encouraging, causing, materially contributing to, aiding or abetting any other person or  
5 entity doing the same);

6 (m) Manufacturing, developing, creating, adapting, modifying, exchanging, offering,  
7 selling, distributing, providing, importing, trafficking in, purchasing, acquiring, transferring,  
8 marketing or using any program, device, technique or service designed to provide an automated  
9 means of accessing the Website or Services, automated means of creating accounts, automated  
10 means of posting ads, responses, or other content, or automated means of flagging content on the  
11 Services, including, but not limited to, any program, device, technique or service that is, in whole  
12 or in part, designed to circumvent security measures on the Website or Services;

13 (n) Misusing or abusing craigslist, the Website or the Services in any way, including,  
14 but not limited to, violating the Terms of Use;

15 (o) Accessing or using the Services for any commercial purpose whatsoever;

16 (p) Using the CRAIGSLIST mark and any confusingly similar designations in domain  
17 names, Internet advertisements and otherwise in commerce in any manner likely to confuse  
18 consumers as to their association, affiliation, endorsement or sponsorship with or by craigslist;  
19 and

20 (q) Owning, operating, participating in, or contributing to in any way, any proxy  
21 service that permits users to post ads to craigslist's Services.

22 5. This Consent Judgment reflects the negotiated agreement of the parties and  
23 Defendant has entered into this Consent Judgment freely and without coercion. This Consent  
24 Judgment is final and may not be appealed by any party.  
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**IT IS SO AGREED AND STIPULATED.**

Dated: 6/20, 2011

**Thomas G. McGuire**

By   
Defendant

Dated: \_\_\_\_\_, 2011

**HINCH NEWMAN LLP**

By \_\_\_\_\_  
Richard B. Newman  
Attorneys for Defendant

Dated: \_\_\_\_\_, 2011

**craigslist, Inc.**

By \_\_\_\_\_  
Jim Buckmaster  
Chief Executive Officer

Dated: \_\_\_\_\_, 2011

**PERKINS COIE LLP**

By \_\_\_\_\_  
Attorneys for Plaintiff craigslist, Inc.

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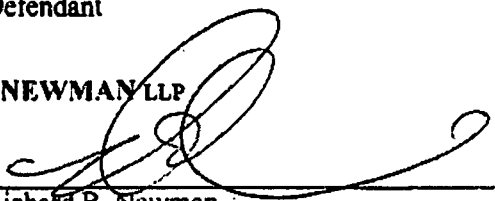
Dated: 6/20, 2011

**Thomas G. McGuire**

By   
Defendant

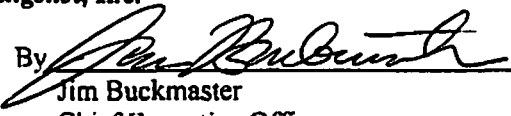
Dated: June 20, 2011

**HINCH NEWMAN LLP**

By   
Richard B. Newman  
Attorneys for Defendant


Dated: \_\_\_\_\_, 2011

**craigslist, Inc.**

By   
Jim Buckmaster  
Chief Executive Officer

Dated: 6-30, 2011

**PERKINS COLE LLP**

By   
Attorneys for Plaintiff craigslist, Inc.

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**II. JUDGMENT**

PURSUANT TO THE FOREGOING CONFESSION, CONSENT AND STIPULATION TO JUDGMENT BY THE PARTIES, THE COURT HEREBY ENTERS JUDGMENT AS SET FORTH ABOVE.

Dated: \_\_\_\_\_, 2011

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HONORABLE CHARLES R. BREYER  
U.S. District Court Judge