

1 Brian Hennessy (SBN 226721)  
 2 E-mail: [BHennessy@perkinscoie.com](mailto:BHennessy@perkinscoie.com)  
 3 **Perkins Coie LLP**  
 4 101 Jefferson Drive  
 5 Menlo Park, CA 94025-1114  
 6 Telephone: (650) 838-4300  
 7 Facsimile: (650) 838-4350

8 Elizabeth L. McDougall, WA Bar No. 27026 (*pro hac vice*)  
 9 E-mail: [EMcDougall@perkinscoie.com](mailto:EMcDougall@perkinscoie.com)  
 10 **Perkins Coie LLP**  
 11 1201 Third Avenue, Suite 4800  
 12 Seattle, Washington 98101-3099  
 13 Telephone: (206) 359-8000  
 14 Facsimile: (206) 359-9000

15 Attorneys for Plaintiff  
 16 craigslist, Inc.

17 UNITED STATES DISTRICT COURT  
 18 NORTHERN DISTRICT OF CALIFORNIA  
 19 SAN FRANCISCO DIVISION

20 craigslist, Inc., a Delaware corporation ,

21 Plaintiff,

22 v.

23 Red Trumpet LLC, a California limited  
 24 liability company; Jeffrey H. Yip d/b/a  
 25 craigsup.com; and Does 1 through 25,  
 26 inclusive,

27 Defendants.

28 Case No. CV 09-4743 JSW

**FINAL JUDGMENT ON CONSENT  
 AGAINST DEFENDANTS RED TRUMPET  
 LLC AND JEFFREY H. YIP**

29 **I. CONFESSION OF JUDGMENT**

30 Defendants Red Trumpet LLC, a California limited liability company, and Jeffrey H. Yip  
 31 (collectively "Defendants") confess and consent to judgment in favor of plaintiff craigslist, Inc.  
 32 ("craigslist") and authorize the Court to enter judgment granting monetary and permanent  
 33 injunctive relief in favor of craigslist and against Defendants as set forth below. This Final  
 34 Judgment on Consent arises out of a confidential settlement agreement related to the Defendants'

1 development, utilization and sale of products and services to access and use craigslist's website  
2 and online resources (collectively, the "Services") without authorization or in excess of  
3 authorization, including, but not limited to, posting content on behalf of third parties, selling  
4 craigslist telephone-verified accounts, and selling services that circumvent craigslist's security  
5 measures (the "Settlement Agreement"). This Final Judgment on Consent does not alter or  
6 supersede the obligations of Defendants pursuant to that confidential Settlement Agreement,  
7 which is hereby incorporated into this Judgment on Consent by reference in its entirety.

8 Defendants confess and consent to judgment as follows:

9 1. Defendants consent to this Court's jurisdiction over the subject matter at issue in  
10 this action.

11 2. Defendants consent to this Court's personal jurisdiction over them for the purposes  
12 of entry and enforcement of this Final Judgment on Consent and enforcement of the Settlement  
13 Agreement between the parties.

14 3. Defendants consent to entry of this judgment for monetary relief against  
15 Defendants and in favor of craigslist in the total amount of Two Hundred Thousand Dollars  
16 (\$200,000.00).

17 4. Defendants consent to entry of this judgment for permanent injunctive relief  
18 against Defendants and in favor of craigslist immediately and permanently and forever enjoining  
19 Defendants, and their agents, representatives, successors, assigns, and any persons acting in active  
20 concert or participation with them who receive actual notice of this Final Judgment on Consent by  
21 personal service or otherwise from:

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

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

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

27 (d) Posting content on behalf of others, causing content to be posted on behalf of  
28 others, and accessing the 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, making available, trafficking in, or using content that  
8 uses automated means (including, but not limited to, spiders, robots, crawlers, data mining tools,  
9 and data scraping tools) to download or otherwise obtain data from the Services;

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

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

16 (j) Circumventing technological measures that control access to the Services and/or  
17 portions thereof (including, but not limited to, CAPTCHAs and RE-CAPTCHAs) (and inducing,  
18 encouraging, causing or materially contributing to any other person or entity doing the same);

19 (k) Manufacturing, developing, creating, adapting, modifying, exchanging, offering,  
20 distributing, selling, providing, importing, trafficking in, or using technology, products, services,  
21 devices, components, or parts thereof, that are primarily designed or produced for the purpose of  
22 circumventing technological measures and/or protection afforded by technological measures that  
23 control access to the Services and/or portions thereof (and inducing, encouraging, causing or  
24 materially contributing to any other person or entity doing the same);

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

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

10 (n) Misusing or abusing craigslist or the Services in any way, including, but not  
11 limited to, violating the Services' Terms of Use;

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


13 (p) Using the CRAIGSLIST mark and any confusingly similar designations in Internet  
14 advertisements and otherwise in commerce in any manner likely to confuse consumers as to their  
15 association, affiliation, endorsement or sponsorship with or by craigslist.

16 5. Defendants agree and stipulate that this Final Judgment on Consent is final and  
17 may not be appealed by either party.

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19 **IT IS SO AGREED.**

20 Dated: April 15, 2010

21 **PERKINS COIE LLP**

22 By: 

23 Attorneys for Plaintiff  
24 craigslist, Inc.

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Dated: April 14, 2010

**craigslist, Inc.**

By   
Its CEO


Dated: April 10, 2010

**Jeffrey H. Yip**

By 

Dated: April 10, 2010

**Red Trumpet LLC**

By   
Its Founder

**II. FINAL JUDGMENT**

**PURSUANT TO STIPULATION, IT IS SO ORDERED.**

Dated: April 15, 2010

  
HONORABLE JEFFREY S. WHITE