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CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CRAIGSLIST, INC., a Delaware corporation,

Plaintiff,

v.

3TAPS, INC., a Delaware corporation;
PADMAPPER, INC., a Delaware corporation; and Does 1 through 25, inclusive,

Defendants.

CV 12 3816
Case No.

COMPLAINT FOR: LB

- (1) Copyright Infringement
- (2) Contributory Copyright Infringement
- (3) Breach of Contract
- (4) Federal Trademark Infringement
- (5) Federal False Designation of Origin
- (6) Federal Dilution of a Famous Mark
- (7) Federal Cyberpiracy Prevention
- (8) California Trademark Infringement
- (9) Common Law Trademark Infringement
- (10) California Unfair Competition

DEMAND FOR JURY TRIAL

ORIGINAL

1 Plaintiff craigslist, Inc. (“craigslist”), by and through its undersigned counsel, for its
2 Complaint against Defendants 3Taps, Inc. (“3Taps”) and PadMapper, Inc. (“PadMapper”), asserts
3 as follows.

4 INTRODUCTION

5 1. craigslist provides local community classifieds, largely without charge and free
6 from third-party advertising and marketing. Many tens of millions of users rely on these unique
7 marketplaces for finding and/or offering basic necessities in their local area, such as employment,
8 housing, transportation, used goods, services, romance, friendship, and community information.

9 2. For their own commercial benefit, Defendants 3Taps and PadMapper are
10 unlawfully and unabashedly mass-harvesting and redistributing postings entrusted by craigslist
11 users to their local craigslist sites. This exploitation of craigslist content undermines the integrity
12 of local craigslist communities, ultimately harming both craigslist and its users.

13 3. 3Taps, for example, boasts that it mass copies tens of millions of postings from
14 craigslist in “real time” and stores them in its own database. 3Taps makes this misappropriated
15 content available via an “Application Programming Interface” (API) to whomever and on
16 whatever terms 3Taps chooses. All the original and often highly personal content craigslist users
17 entrust to their local craigslist sites, along with their contact information, is thereby made
18 available to all manner of for-profit entities to copy, repurpose, redisplay, redistribute, surround
19 with advertisements, expose to non-local audiences, subject to marketing come-ons, disturb with
20 unsolicited communications, and otherwise exploit commercially.

21 4. Using its own API, 3Taps operates trademark-infringing craiggers.com, which
22 unlawfully redisplay and facilitates national searches of craigslist’s local content, thereby
23 undermining the essential locality of craigslist community sites. 3Taps also distributes an
24 unlicensed craiggers mobile application for the iPhone that redisplay craigslist content.

25 5. In addition, 3Taps actively encourages and enables other companies to unlawfully
26 exploit misappropriated craigslist content. Defendant PadMapper is one example. It competes
27 with craigslist unfairly by offering an apartment search service at padmapper.com that is largely
28 based upon craigslist postings acquired from 3Taps’ illegitimate store.

1 views served annually. More than 60 million Americans visit craigslist each month, and they
2 collectively post several hundred million classified ads each year.

3 22. craigslist continues to maintain its headquarters in San Francisco, California. San
4 Francisco is the center of craigslist's operations.

5 23. The greater Bay Area, and specifically San Francisco, remains one of the largest
6 and most active communities of craigslist users.

7 **A. The craigslist Classified Ad Service.**

8 24. craigslist enables authorized users to post localized classified advertising on its
9 website.

10 25. This classified ad service is organized first by geographic area, and then by
11 category of product or service within that geographic area. The myriad categories provided by
12 craigslist include everything from job postings, buying and selling of used goods, housing
13 opportunities (sale, buy, rent, etc.), personals ads for friendship and romance, and a wealth of
14 community-centric information and advice. It is literally a "one stop shop" for every sort of local
15 classified listing and associated communication that a user may want or need.

16 26. Users post ads on craigslist by first navigating the craigslist website to the
17 homepage for the geographic area in which they wish to post, which is generally the geographic
18 area in which they reside. From that homepage, a user seeking to post an ad must click a link
19 titled "post to classifieds."

20 27. Users choose the type of posting they want to place from a list designed and
21 presented by craigslist for that geographic area (for example, job offered, housing offered,
22 housing wanted, for sale, item wanted, personal/romance, or community). A yellow highlighted
23 notice at the top of this webpage reminds users, as stated in the TOU, that "cross-posting to
24 multiple cities or categories is not allowed." craigslist requires this in its TOU in order to keep
25 craigslist as user-friendly as possible—otherwise identical postings would appear numerous times
26 throughout the site in categories and in geographic locations that do not really apply, clogging the
27 site with postings that users do not want to view.

28

1 28. After selecting the type of posting, the user is presented with a list of categories for
2 posting ads in that geographic area (for example, categories under “for sale” ads include, without
3 limitation, auto parts, bicycles, boats, collectibles, electronics, jewelry, musical instruments, and
4 tools), and must select the appropriate category for his or her ad.

5 29. After selecting the appropriate category, the user specifies from a list the nearest
6 location within the geographic area, but a notice at the top of this webpage also alerts the users
7 that “there is no need to cross-post to more than one area - doing so may get you flagged and/or
8 blocked - thanks!”

9 30. On the subsequent page, the user creates a unique classified ad. Ads typically
10 include a title, description and other relevant details about whatever the user placing the ad may
11 be offering or seeking, and often include an e-mail address for replies. Most e-mail addresses are
12 supplied by craigslist with a unique, anonymizing proxy address to protect user anonymity.
13 craigslist’s servers automatically forward e-mails sent to the unique proxy e-mail address to the
14 poster’s actual e-mail account, which users provide during the posting process.

15 31. Before craigslist posts the ad to its website, the user is required affirmatively to
16 accept craigslist’s TOU and confirm craigslist’s exclusive rights to the user-generated content.

17 32. If the user chooses not to accept the TOU or does not confirm craigslist’s
18 exclusive rights to the user-generated content, the ad is not posted.

19 33. Posted ads are listed in a product or service category by a descriptive title created
20 by the user that posted the ad. craigslist includes a copyright notice in every post.

21 34. craigslist registers its intellectual property, including its website and the posts
22 contained within, under United States and foreign law to protect against unauthorized copying or
23 distribution.

24 35. craigslist has a program pursuant to which its user-generated content may be
25 licensed by third-party companies that facilitate craigslist access from mobile devices. Each of
26 these mobile application providers agrees to and is bound by important and substantial restrictions
27 on the manner in which craigslist may be accessed its content used. Defendant PadMapper was
28 offered a license to such content, but did not accept the terms.

1 **B. The craigslist Terms of Use.**

2 36. craigslist's TOU explain that users are granted a limited and revocable license to
3 access and use craigslist in accordance with its terms. They state that if users "access craigslist or
4 copy, display, distribute, perform or create derivative works from craigslist webpages or other
5 [craigslist] intellectual property in violation of the TOU or for purposes inconsistent with the
6 TOU, [that] access, copying, display, distribution, performance or derivative work is
7 unauthorized."

8 37. The TOU identify specific types and examples of access and use that are
9 unauthorized.

10 38. Any copying, aggregation, display, distribution, performance or derivative use of
11 craigslist or any content posted on craigslist whether done directly or through intermediaries
12 (including but not limited to by means of spiders, robots, crawlers, scrapers, framing, iframes or
13 RSS feeds) is prohibited.

14 39. Any access to or use of craigslist to design, develop, test, update, operate, modify,
15 maintain, support, market, advertise, distribute or otherwise make available any program,
16 application or service that enables or provides access to, use of, operation of or interoperation
17 with craigslist is prohibited.

18 40. Any activities (including but not limited to posting voluminous content) that are
19 inconsistent with use of craigslist in compliance with the TOU or that may impair or interfere
20 with the integrity, functionality, performance, usefulness, usability, signal-to-noise ratio or quality
21 of all or any part of craigslist in any manner are expressly prohibited.

22 **C. The craigslist Copyrights.**

23 41. The craigslist website is uniquely distinctive in its simplicity and efficiency.
24 Among the significant original elements of the craigslist website are the simple and uncluttered
25 page layout and organization, the account registration, log-in and posting features, and the clear
26 and straightforward design of craigslist postings.

27 42. The originality, simplicity, and clarity of the craigslist website are fundamental to
28 craigslist's reputation and garner substantial and valuable goodwill with users.

1 43. In addition, each user-generated posting on the craigslist website is itself an
2 original work of creative expression, as it includes unique written descriptions of the goods or
3 services offered for sale, for example, and often include photographs or other creative works.

4 44. craigslist either owns or has exclusive rights to all right, title, and interest,
5 including all copyrights, in and to its website and all portions thereof, including but not limited to
6 the user-generated postings on its website (collectively, the "Copyrighted Works").

7 45. craigslist's U.S. copyright registrations include Reg. Nos., TX0006866657,
8 TX0006866658, TX0006866660, TX0006866661, and TX0006866662.

9 46. On July 19 and 20, 2012, craigslist submitted additional applications to the
10 Copyright Office for copyright registration.

11 47. On July 20, 2012, prior to the filing of this Complaint, the Copyright Office
12 confirmed its receipt of craigslist's applications.

13 **D. The craigslist Trademarks.**

14 48. craigslist is the owner of U.S. Registrations Nos. 2395628, 2905107, 2985065, and
15 3008562 for the CRAIGSLIST mark, covering, *inter alia*, "[a]dvertising and information
16 distribution services," "online interactive bulletin boards for transmission of messages among
17 computer users concerning classified listings," and "on-line computer data bases and on-line
18 searchable databases featuring information, classified listings and announcements." craigslist has
19 also registered the CRAIGSLIST mark in many other countries throughout the world.

20 49. The CRAIGSLIST mark has been used in commerce by craigslist since 1995.
21 craigslist's use has been substantially continuous and exclusive. craigslist therefore owns
22 common law rights in the CRAIGSLIST mark.

23 50. craigslist has attained strong name recognition in the CRAIGSLIST mark. The
24 mark has come to be associated with craigslist and identifies craigslist as the source of
25 advertising, information, bulletin board, database, and other services offered in connection with
26 the mark.

27 51. The CRAIGSLIST mark appears repeatedly in every single craigslist post, and
28 throughout nearly every page on its websites, worldwide.

1 52. craigslist has also developed substantial goodwill in the CRAIGSLIST mark.

2 53. The CRAIGSLIST mark is among craigslist's most important and valuable assets.

3 **E. The Defendants' Unlawful Activities.**

4 **a. 3Taps.**

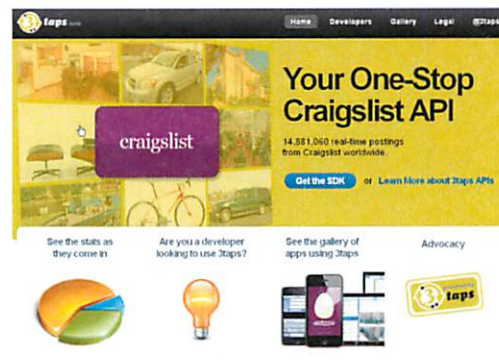
5 54. 3Taps' sole business appears to be copying and capitalizing upon all of craigslist's
6 protected content.

7 55. 3Taps apparently formed initially with the idea of creating a resource to aggregate
8 data from a variety of sources. Its original website, for example, identifies craigslist as just one of
9 the companies whose data 3Taps intended to copy:



16 Figure 1
17 (3taps.com, July 2011)

18 56. Recently, however, 3Taps changed its entire focus to profiting from the unlawful
19 distribution of content from craigslist, and has modified its website accordingly:



25 Figure 2
26 (3taps.com, July 19, 2012)

27 57. As suggested by its website, 3Taps copies all of craigslist's content—
28

1 including time stamps and unique craigslist user ID numbers—and makes it available to third
2 parties for use in competing websites or, for whatever other purpose they wish. On information
3 and belief, 3Taps is obtaining this content by improperly accessing craigslist’s website and
4 “scraping” content.

5 58. 3Taps expressly claims to offer a “One-Stop Craigslist API” for third parties to
6 access craigslist content, where craigslist has specifically chosen not to do so, thus usurping
7 craigslist’s exclusive right to offer an API and control the distribution of its content.

8 59. In addition, 3Taps’ craiggers.com website is built upon the API created by 3Taps
9 and essentially replicates the entire craigslist website.

10 60. The craiggers website displays craigslist’s copyrighted content in virtually
11 identical visual fashion to the manner in which they appear on craigslist:

12 [SF bay area craigslist > south bay > for sale / wanted > cars & trucks - by owner](#) [email this posting to a friend](#)


13 **Avoid scams and fraud by dealing locally!** Beware any deal involving Western Union, Moneygram, wire transfer, cashier check, money order, shipping, escrow, or any promise of transaction protection/identification. [More info](#) [please flag with care](#)

14 **1989 honda civic - \$1300 (san jose south)** [mark as unhelpful](#)

Date: 2012-07-18, 7:17PM PDT [reply](#)

Reply to: [fredrik-3148649793@ra.craigslist.org](#) [@sanjose.south.sj.ca.us](#) [reply](#) [report](#) [best of craigslist](#)

I have a 89 civic hatchback clean title 271817 miles 5 speed great commute car drive it everyday no leaks or spills no check engine light on or anything its a very reliable car Very clean in the inside Will pass smog for sure tags are up in September. Please no tire kickers if you dont have 1200 dont call or txt 4089036341



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21 • it's NOT ok to contact the poster with services or other commercial interests
PostingID: 3148649793

22 Copyright © 2012 craigslist, inc. [terms of use](#) [privacy policy](#) [feedback form](#)

23 Figure 3
24 (craigslist.org, July 18, 2012)

1 Wed Jul 18 2012 19:17:00 GMT-0700 (Pacific Daylight Time)
reply to: fvdsd-3148649793@sale.craigslist.org

MESSAGE ME

2 forsale cars & trucks - all cars & trucks - by owner
california san francisco bay area south bay san jose south

\$1,400



11 I have a 89 civic hatchback clean title 271817 miles 5 speed great commute car drive it everyday no leaks or spills no check engine light on or anything its a very reliable car. Very clean in the inside. Will pass smog for sure tags are up in September. Please no tire kickers if you dont have 1200 don't call or txt. 4069036341



This work (1989 honda civic by fvdsd-3148649793@sale.craigslist.org), identified by craigslist, is free of known copyright restrictions.

13 powered by 3taps

14 Figure 4
(craiggrs.com, July 18, 2012)

15 61. The one distinguishable feature between craigslist's postings and the postings
16 displayed by craiggrs is the deletion of craigslist's copyright notice and insertion in its place of a
17 blithe and false declaration that the content misappropriated from craigslist is *not* copyrighted and
18 is "powered by 3Taps":

19 • it's NOT ok to contact this poster with services or other commercial interests

20 PostingID: 3148649793

21 Copyright © 2012 craigslist, inc. [terms of use](#) [privacy policy](#) [feedback forum](#)

22 Figure 5
(craigslist.org ad)



This work (1989 honda civic by fvdsd-3148649793@sale.craigslist.org), identified by craigslist, is free of known copyright restrictions.

24 powered by 3taps

25 Figure 6
(craiggrs.com ad)

26 62. craiggrs does not only copy all of craigslist's posts. The craiggrs website also
27 copies key design elements of the craigslist website. Examples include the following:
28



Figure 7
(craigslist.com, July 18, 2012)

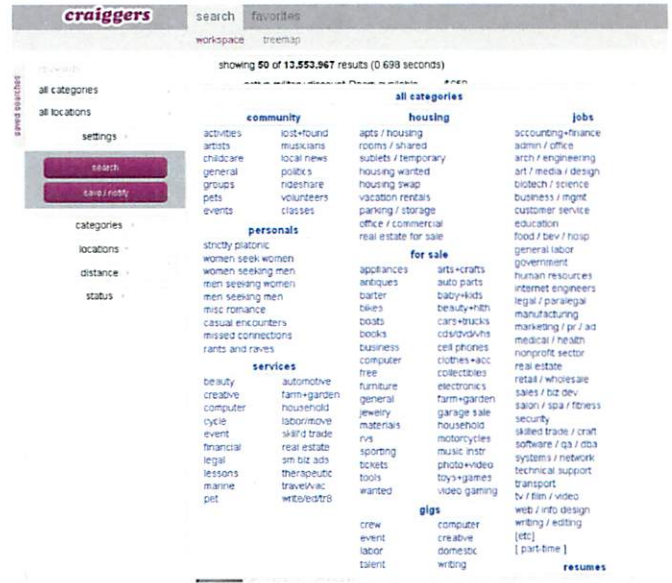


Figure 8
(craiggers.com, July 18, 2012)

63. 3Taps also offers a craiggers mobile phone application that displays copied craigslist content.

64. By this conduct, 3Taps is engaged in the unauthorized reproduction, display, advertising, marketing, and distribution of craigslist's copyrighted material, in violation of U.S. copyright law and craigslist's TOU. 3Taps' unauthorized use of craigslist's copyrighted material is ongoing.

65. As illustrated above, 3Taps has also used the famous CRAIGSLIST mark on its website without authorization to promote its products and services on the internet in a manner likely to confuse consumers as to its association, affiliation, endorsement or sponsorship with or by craigslist and to cause dilution by blurring of the CRAIGSLIST mark by impairing the mark's distinctiveness.

66. 3Taps also makes unauthorized use of the famous CRAIGSLIST mark in its competing craiggers website in a manner likely to confuse consumers as to its association, affiliation, endorsement or sponsorship with or by craigslist and to cause dilution by blurring of the CRAIGSLIST mark by impairing the mark's distinctiveness.

1 67. Examples of 3Taps' unauthorized use of the CRAIGSLIST mark on the craiggers
2 website include the following:



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7 Figure 9
8 (craiggers.com, July 18, 2012)

9 68. At no time has craigslist authorized or consented to 3Taps' use of the
10 CRAIGSLIST mark or any other craigslist intellectual property.

11 69. On March 7, 2012, craigslist informed 3Taps of its unlawful activities relating to
12 craigslist, but since then those activities have continued unabated.

13 **b. PadMapper.**

14 70. PadMapper is a direct competitor to craigslist's real estate listings services. It
15 provides searchable real estate rental listings for cities all over the United States and in the United
16 Kingdom. The vast majority of PadMapper's content, however, is real estate ads copied directly
17 from craigslist.

18 71. The PadMapper website located at padmapper.com has features for aggregating
19 craigslist posts, favoring and saving posts and searches, and other features that craigslist prohibits
20 on its website. It also aggregates craigslist posts with content from other sites, facilitating cross-
21 posting of listings to craigslist.

22 72. On information and belief, like 3Taps, PadMapper initially populated the
23 padmapper.com website by scraping craigslist's content directly from the craigslist website.
24 craigslist sent PadMapper a cease and desist letter explaining that PadMapper's conduct violated
25 the law and craigslist's TOU.

26 73. PadMapper initially complied with the cease and desist request and stopped
27 populating its website with craigslist content for several weeks beginning in late June 2012. The
28

1 padmapper.com site traffic plummeted drastically, reflective of the fact that the vast majority of
2 PadMapper's traffic is owed to craigslist's content.

3 74. Recently, however, PadMapper decided to resume utilizing craigslist content, this
4 time obtained from 3Taps. On July 9, 2012, PadMapper announced it was "Bringing Craigslist
5 Back" to the site.

6 75. Since that time padmapper.com has been populated largely with misappropriated
7 craigslist content provided by 3Taps.

8 76. The craigslist postings displayed by PadMapper are identical to the craigslist
9 postings as they appear on craigslist's website, except for the addition of a "PadMapper Bar" to
10 the left of the ad:

11 [household](#) [classified](#) • [houses](#) • [rooms & shares](#) [send this posting to a friend](#)

12 [Share & disseminate information in a housing post is illegal; please do not disseminate such as prohibited](#) [showing with new ID](#)

13 [Add a new and finally finding locally!](#) [Even my apartment making them in them, Minneapolis, was broken, as a landlord/owner who is not of the country or want you to pay, lol or not.](#) [unsubscribed](#)

14 **\$600 1 BR in Quiet House next to Open Space (South Boulder)** [unsubscribed](#)

15 Date: 2012-07-16, 4:17PM MDT [contact owner](#)



16 Reply to: james-3143709351@chicago.craigslist.org [best of answers](#)

17 Roommate or moving buddies and is relocating out of state and we need to fill her spot in our 3 BR house by AUG 1st!

18 We are two mid-western hard-working and fun-loving people (one guy, one girl) looking for another chill person to move into the master bedroom in our rental house in South Boulder. The room has a nice screened balcony, and a HDGE with air flow! The staying roommates have both been in this spot for several years and love the location, the house, and the peace of mind that comes from coming home to a nice place after working some what long hours. She is a waitress that often works doubles, and he is a graduate student finishing up his MFA at CU. They both are not in the house often, but treat the space with respect, care, and consideration. We also get along well, and are really good at communicating space needs/wants with each other when things come up. Also, there are two very smart and adorable cats that love mostly downtown, so if you have allergies beware (and if you like cats, these 2 guys rule). Attached to the house is really nice patio (see pic) that is really lovely in all seasons, and has room for planting your own vegetation if you'd like! We are literally 2 minutes from several south boulder trail heads, and an easy 20 min I-225 bus ride into downtown (seriously, it's amazing how quiet and easy to commute this place is).

19 You should be a laid back person (guy or girl) who doesn't mind sharing a bathroom upstairs with a courteous and quiet guy. We are both creative people, and like to surround ourselves with the same, however we're both super open minded and tend to get along with all types of people, as long as they are open and honest with us. The building is rented from a really nice and hands off leasing office and we split all the bills down the middle which on a monthly average are less than \$100 (including water/sewer, electricity, gas, and fuel internet).

20 We'd love to hear from you if you have more questions, and if you're interested we can get you better quality images of the space (had to rush a little since the move out is unfortunately sudden).
Hope to hear from you!

21  

22 3582 Smeagol Way (south boulder) (photos)

23 • Location: South Boulder

24 • It's NOT ok to contact this poster with offers or other commercial interests

25 PostingID: 3143709351

26 Copyright © 2012 craigslist, inc. Terms of Use | Privacy Policy | Feedback

21 Figure 10
22 (craigslist.org, July 18, 2012)

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PadMapper Bar [boulder.craigslist > housing > rooms & shares](#) [email this post to a friend](#)

Original
 To Map
 Price: \$600
 Bed: 0
 Bath: ?
 4% more than avg by 9.5%

\$600 1 BR in Quiet House next to Open Space (South Boulder)


Date: 2012-07-16 4:47PM MDT
 Reply to: 314370931@boulder.craigslist.org [View the advertiser's profile](#)

Roommate is moving suddenly and is relocating out of state and we need to fill her spot in our 1 BR house by AUG 1st!

We are two mid-western hard-working and fun-loving people (one guy, one girl) looking for another chill person to move into the spare bedroom in our rented house in South Boulder. The room has a nice screened balcony, and a HUGE walk-in closet. The staying roommates here both been in that spot for several years and love the location, the house, and the peace of mind that comes from owning home to a nice place after working some-time or long hours. One is a waitress that often works overtime, and the other is a graduate student teaching up to MBA at CU. They both are nice in the house area, but need the space with respect, care, and consideration. We also get along well, and are really good at communicating space needs/wants with each other if when things come up. Also, there are two very sweet and adorable cats that live mostly downstairs, so if you have allergies beware (and if you love cats, those lil' guys rule). Attached to the house is really nice patio (see pic) that is really lovely in all seasons, and has room for planting your own vegetation if you'd like! We are literally 3 minutes from several south boulder trail heads, and an easy 20 min. SKIP bus ride into downtown (seriously, it's amazing how quiet and easy to commute this place is).

You should be a laid back person (guy or girl) who doesn't mind sharing a bathroom upstairs with a courteous and quiet guy. We are both creative people, and like to surround ourselves with the same. However we're both super open minded and tend to get along with all types of people, as long as they are open and honest with us. The building is rented from a really nice and hands off leasing office and we split all the bills down the middle which on a monthly average are less than \$100 (including water/waste, electricity, gas, and fast internet).

We'd love to hear from you if you have more questions, and if you're interested we can get you better quality images of the space (had to rush a little since the move-out is unfortunately sudden).
 Hope to hear from you!



3143 30supplr 1Wj [contact me!](#) [contact me!](#)

• Location: South Boulder
 • #10000 on 10 contact this poster with serious or other commercial interests
 PostingID: 314370931

Copyright © 2012 craigslist inc. [view info](#) [contact us](#) [feedback](#)

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Figure 11
(padmapper.com, July 18, 2012)

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77. As the above example illustrates, the craigslist copyrighted content displayed by PadMapper includes craigslist's copyright notice.

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78. PadMapper, like 3Taps, has used and continues to use the famous CRAIGSLIST mark in commerce on its website at padmapper.com, without authorization, to promote its products and services on the internet in a manner likely to confuse consumers as to its association, affiliation, endorsement or sponsorship with or by craigslist and to cause dilution by blurring of the CRAIGSLIST mark by impairing the mark's distinctiveness.

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79. At no time has craigslist authorized or consented to PadMapper's use of the CRAIGSLIST mark or any other craigslist intellectual property.

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80. On information and belief, PadMapper derives revenue from real estate listings through its PadLister service that originate separate and apart from craigslist. PadLister charges some fees now for its real estate listings service and "reserve[s] the right to charge for things that are currently free in the future."

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81. The only reason PadMapper is able to generate revenue from its PadLister service is the traffic that it generates on PadMapper from unlawfully using copied craigslist ads.

1 c. **Other 3Taps Subscribers.**

2 82. On information and belief, the number of entities accessing and utilizing 3Taps'
3 copied craigslist content is beginning to grow rapidly.

4 83. At least the following 3Taps' users appear to be accessing craigslist's copyrighted
5 content through 3Taps: cmscommander.com, coinzilla.com, craigsalert.com, corvairproject.com,
6 jaxed.com, rentvalet.us, searchtempest.com, sittingaround.com, and snapstore.me. In addition, a
7 number of mobile applications also appear to be accessing craigslist's copyrighted content
8 through 3Taps, including the HuntSmartly mobile application.

9 84. If 3Taps' unauthorized and illegal copying and distribution of craigslist's content
10 does not stop, then the list of entities illicitly using craigslist's content will continue to grow to
11 the further detriment of craigslist, its website, and its users.

12 **FIRST CLAIM FOR RELIEF**
13 **Copyright Infringement as to all Defendants**
14 **17 U.S.C. § 101, et seq.**

15 85. craigslist realleges and incorporates by reference all of the preceding paragraphs.

16 86. Each of the Copyrighted Works constitutes an original work of authorship and
17 copyrightable subject matter under the laws of the United States.

18 87. craigslist either owns or has exclusive rights to all right, title, and interest in and to
19 each of the Copyrighted Works.

20 88. Defendants had and have access to the Copyrighted Works.

21 89. Defendants have copied, reproduced, prepared derivative works from, distributed
22 copies to the public and/or displayed publicly the Copyrighted Works without the consent or
23 authority of craigslist, thereby directly infringing craigslist's copyrights.

24 90. Defendants' copies, reproductions, derivative works, distributions, and displays
25 are identical and/or substantially similar to the Copyrighted Works.

26 91. The foregoing acts of Defendants constitute copyright infringement of craigslist's
27 exclusive rights in violation of Sections 106 and 501 of the Copyright Act, 17 U.S.C. §§ 106 and
28 501.

1 110. Defendants affirmatively accepted and agreed to the TOU by creating accounts
2 and/or posting ads to craigslist.

3 111. Defendants regularly accessed the craigslist website and affirmatively accepted
4 and agreed to the TOU to, among other things, test, design, and/or use the software that allows
5 Defendants to provide their services.

6 112. Likewise, on information and belief, Defendants regularly accessed the craigslist
7 website with knowledge of the TOU and its prohibitions against copying, aggregating, displaying,
8 distributing, performing and derivative use of the craigslist website and any content posted on the
9 craigslist website. On information and belief, despite their knowledge of this prohibition,
10 Defendants regularly accessed the craigslist website and copied, aggregated, displayed,
11 distributed, and made derivative use of the craigslist website and the content posted therein.

12 113. The TOU are binding on Defendants.

13 114. Defendants' actions, as described above, have willfully, repeatedly and
14 systematically breached the TOU.

15 115. craigslist has performed all conditions, covenants, and promises required of it in
16 accordance with the TOU.

17 116. Defendants' conduct has damaged craigslist, and caused and continues to cause
18 irreparable and incalculable harm and injury to craigslist.

19 117. craigslist is entitled to injunctive relief, compensatory damages, liquidated
20 damages under the TOU, attorneys' fees, costs and/or other equitable relief.

21 **FOURTH CLAIM FOR RELIEF**
22 **Federal Trademark Infringement as to all Defendants**
23 **15 U.S.C. § 1114**

24 118. craigslist realleges and incorporates by reference all of the preceding paragraphs.

25 119. craigslist owns U.S. Registrations Nos. 2395628, 2905107, 2985065, and 3008562
26 for the CRAIGSLIST mark.

27 120. Defendants' use of the CRAIGSLIST mark is without the permission of craigslist.

28 121. Defendants' use of the CRAIGSLIST mark in interstate commerce constitutes a
reproduction, counterfeit, copy, or colorable imitation of a registered trademark of craigslist in

1 connection with the sale, offering for sale, distribution, or advertising of goods or services on or
2 in connection with which such use is likely to cause confusion or mistake, or to deceive. For
3 example, users of Defendants' websites are likely to be confused as to whether Defendants'
4 websites and services are associated or approved by craigslist.

5 122. As a direct and proximate result of Defendants' misconduct, craigslist has been,
6 and will continue to be irreparably harmed, injured and damaged, and such harm will continue
7 unless enjoined by this Court. craigslist has no adequate remedy at law and is therefore entitled
8 to injunctive relief as set forth herein.

9 123. As a direct and proximate result of Defendants' misconduct, craigslist has suffered
10 and is entitled to monetary relief in an amount to be proven at trial.

11 124. Defendants' misconduct has been and is knowing, deliberate, and willful.
12 Defendants' willful use of the CRAIGSLIST mark without excuse or justification renders this an
13 exceptional case and entitles craigslist to its reasonable attorneys' fees.

14 **FIFTH CLAIM FOR RELIEF**
15 **Federal False Designation of Origin as to all Defendants**
16 **15 U.S.C. § 1125(a)**

17 125. craigslist realleges and incorporates by reference all of the preceding paragraphs.

18 126. The general consuming public of the United States widely recognizes the
19 CRAIGSLIST mark as designating craigslist as the source of services.

20 127. Defendants' unauthorized use of the CRAIGSLIST mark in interstate commerce is
21 likely to cause confusion, deception, and mistake by creating the false and misleading impression
22 that Defendants' products or services are provided by craigslist, associated or connected with
23 craigslist, or have the sponsorship, endorsement, or approval of craigslist, in violation of 15
24 U.S.C. § 1125(a). For example, users of Defendants' websites are likely to be confused as to
25 whether Defendants' websites and services are associated or approved by craigslist.

26 128. Defendants' misconduct resulting in such likelihood of confusion, deception, and
27 mistake will continue unless enjoined by this Court.
28

1 129. As a direct and proximate result of Defendants' misconduct, craigslist has been,
2 and will continue to be irreparably harmed, injured and damaged, and such harm will continue
3 unless enjoined by this Court. craigslist has no adequate remedy at law and is therefore entitled
4 to injunctive relief as set forth herein.

5 130. As a direct and proximate result of Defendants' misconduct, craigslist has suffered
6 and is entitled to monetary relief under 15 U.S.C. § 1117, including profits, damages, and costs of
7 the action.

8 131. Defendants' misconduct has been and is knowing, deliberate, and willful.
9 Defendants' willful use of the CRAIGSLIST mark without excuse or justification renders this an
10 exceptional case and entitles craigslist to its reasonable attorneys' fees.

11 **SIXTH CLAIM FOR RELIEF**
12 **Federal Dilution of a Famous Mark as to all Defendants**
13 **15 U.S.C. § 1125(c)**

14 132. craigslist realleges and incorporates by reference all of the preceding paragraphs.

15 133. The CRAIGSLIST mark is a famous and distinctive mark, and is widely
16 recognized by the general consuming public of the United States as a designation of source of
17 craigslist's services.

18 134. The CRAIGSLIST mark was famous prior to the time Defendants commenced use
19 of the CRAIGSLIST mark and their marks in commerce.

20 135. Defendants' websites display the CRAIGSLIST mark and craigslist website within
21 their respective websites.

22 136. Defendants' use of the CRAIGSLIST mark is likely to cause dilution by blurring,
23 by impairing the distinctiveness of the CRAIGSLIST mark, thereby damaging craigslist's
24 goodwill and disparaging craigslist's rights in the CRAIGSLIST mark. For example, Defendants'
25 use of the CRAIGSLIST mark in their websites is likely to reduce the distinctiveness of the
26 CRAIGSLIST mark by reducing the general consuming public's association of the mark with
27 craigslist's services. Defendants' acts and conduct are in violation of 15 U.S.C. § 1125(c).

28 137. In addition, 3Taps' use of the CRAIGGERS mark is likely to cause an association
arising from the similarity between the CRAIGGERS mark and CRAIGSLIST mark that impairs

1 the distinctiveness of the CRAIGSLIST mark. 3Taps' use of the CRAIGGERS mark in
2 commerce is likely to cause dilution by blurring of the famous CRAIGSLIST mark in violation of
3 the Lanham Act, 15 U.S.C. §1125(c).

4 138. As a direct and proximate result of Defendants' misconduct, craigslist has been,
5 and will continue to be irreparably harmed, injured and damaged, and such harm will continue
6 unless enjoined by this Court. This harm includes a reduction in the distinctiveness of the
7 CRAIGSLIST mark and injury to craigslist's reputation that cannot be remedied through
8 damages, and craigslist has no remedy at law. craigslist is therefore entitled to injunctive relief as
9 set forth herein.

10 139. Defendants willfully intended to trade on craigslist's reputation or to cause dilution
11 of the famous CRAIGSLIST mark and, therefore, craigslist is entitled to monetary relief under 15
12 U.S.C. § 1117, including profits, damages, and costs of the action.

13 140. Defendants' misconduct has been and is knowing, deliberate, and willful.
14 Defendants' willful use of the CRAIGSLIST mark without excuse or justification renders this an
15 exceptional case and entitles craigslist to its reasonable attorneys' fees.

16 **SEVENTH CLAIM FOR RELIEF**
17 **Federal Cyberpiracy Prevention as to 3Taps**
18 **15 U.S.C. § 1125(d)**

19 141. craigslist realleges and incorporates by reference all of the preceding paragraphs.

20 142. The CRAIGSLIST mark was famous and distinctive at the time craiggers.com was
21 registered.

22 143. 3Taps, without regard to the products or services provided by craigslist and with a
23 bad faith intent to profit from the CRAIGSLIST mark, has registered, trafficked in, and continues
24 to use its domain name that is identical or confusingly similar to or dilutive of the CRAIGSLIST
25 mark, in violation of the Lanham Act, 15 U.S.C. § 1125(d).

26 144. 3Taps' use of CRAIGGERS is likely to cause an association arising from the
27 similarity between CRAIGGERS and CRAIGSLIST that impairs the distinctiveness of
28 craigslist's famous mark.

1 153. Defendants' unauthorized use of the CRAIGSLIST mark is likely to cause
2 confusion, deception, and mistake by creating the false and misleading impression that
3 Defendants' products or services are provided by craigslist, associated or connected with
4 craigslist, or have the sponsorship, endorsement, or approval of craigslist, in violation of the
5 common law.

6 154. Defendants' misconduct resulting in such actual and likelihood of confusion,
7 deception, and mistake will continue unless enjoined by this Court.

8 155. As a direct and proximate result of Defendants' misconduct, craigslist has been,
9 and will continue to be irreparably harmed, injured and damaged, and such harm will continue
10 unless enjoined by this Court. Such harm includes damage to craigslist's rights in its marks, and
11 to the business, positive reputation and goodwill of craigslist, which cannot be adequately
12 compensated solely by monetary damages. craigslist therefore has no adequate remedy at law
13 and seeks permanent injunctive relief.

14 156. As a direct and proximate result of Defendants' misconduct, craigslist has suffered
15 and is entitled to monetary damages in an amount to be determined at trial.

16 **TENTH CLAIM FOR RELIEF**
17 **California Unfair Competition**
 Cal. Bus. & Prof. Code § 17200, et seq.

18 157. craigslist realleges and incorporates by reference all of the preceding paragraphs.

19 158. By the acts described herein, Defendants have engaged in unlawful and unfair
20 business practices that have injured and will continue to injure craigslist in its business and
21 property, in violation of California Business and Professions Code Section 17200, et seq.

22 159. Defendants' acts alleged herein have caused monetary damages to craigslist in an
23 amount to be proven at trial, and have caused and will continue to cause, irreparable injury to
24 craigslist and its business, reputation, and trademarks, unless and until Defendants are
25 permanently enjoined.

26 160. As a direct and proximate result of Defendants' conduct alleged herein,
27 Defendants have been unjustly enriched and should be ordered to disgorge any and all profits
28 earned as a result of such unlawful conduct.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, craigslist prays that judgment be entered in its favor and against
3 Defendants, as follows:

4 1. A preliminary injunction and permanent injunction enjoining and restraining all
5 Defendants, their employees, representatives, agents, and all persons or entities acting in concert
6 with them during the pendency of this action and thereafter perpetually from:

7 (a) Copying, reproducing, preparing derivative works from, distributing copies
8 to the public, and / or publicly displaying the Copyrighted Works;

9 (b) Knowingly and systematically inducing, causing, and/or materially
10 contributing to unauthorized copying, reproduction, preparation of derivative works from,
11 distribution of copies to the public, and / or publicly displaying the Copyrighted Works;

12 (c) Using, authorizing the use of, copying, reproducing or imitating the
13 CRAIGSLIST mark, or any confusingly similar or colorable imitation thereof;

14 (d) Accessing or using craigslist's website for any commercial purpose
15 whatsoever.

16 2. An order requiring Defendants to destroy all documents, data, and other items,
17 electronic or otherwise, in their possession, custody, or control, that infringe the copyrights and
18 trademarks of craigslist.

19 3. An order requiring that the craiggers.com domain be forfeited or cancelled, or
20 transferred to craigslist.

21 4. An award to craigslist of restitution and damages, including, but not limited to,
22 liquidated, compensatory, statutory, treble damages, and punitive damages, as permitted by law;

23 5. An award to craigslist of its costs of suit, including, but not limited to, reasonable
24 attorneys' fees, as permitted by law;

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6. For such other relief as the Court deems just and proper.

July 20, 2012

PERKINS COIE LLP

By: 

CHRISTOPHER KAO

Attorneys for Plaintiff craigslist, Inc.


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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial of all issues in the above-captioned action that are triable to a jury.

July 20, 2012

PERKINS COIE LLP

By: 

CHRISTOPHER KAO

Attorneys for Plaintiff craigslist, Inc.