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 16 craigslist, Inc.

17 UNITED STATES DISTRICT COURT  
 18 NORTHERN DISTRICT OF CALIFORNIA  
 19 OAKLAND DIVISION

20 craigslist, Inc., a Delaware corporation,

21 Plaintiff,

22 v.

23 Jeffray Szczodroski d/b/a  
 24 craigslistpostingexperts.com, and Does 1  
 25 through 25, inclusive,

26 Defendants.

27 **Case No. CV-08-5061 SBA**

28 **STIPULATION AND ORDER AND  
 PERMANENT INJUNCTION**

**FINAL JUDGMENT**

29 **I. STIPULATION TO A PERMANENT INJUNCTION**

30 Plaintiff craigslist, Inc. and Defendant Jeffray Szczodroski (“Defendant”) stipulate to  
 31 entry of an Order and Permanent Injunction, the terms of which are set forth below:

- 32 1. The Court has jurisdiction over the subject matter at issue in this action.

1           2.       The Court has personal jurisdiction over Defendant for the purposes of entry and  
2 enforcement of this Stipulation and Order and Permanent Injunction and the parties' Settlement  
3 Agreement and Release.

4           3.       Defendant, his officers, agents, servants, employees, successors, and assigns, and  
5 any persons acting in active concert or participation with him who receive actual notice of this  
6 Stipulation and Order and Permanent Injunction by personal service or otherwise are immediately  
7 and permanently and forever enjoined from:

8                   (a)       Repeatedly posting the same or similar content on craigslist;

9                   (b)       Posting the same item or service in more than one category on craigslist;

10                  (c)       Posting the same item or service in more than one geographic area on  
11 craigslist;

12                  (d)       Posting ads on behalf of others, causing ads to be posted on behalf of  
13 others, and accessing craigslist to facilitate posting ads on behalf of others;

14                  (e)       Using a third-party agent, service, or intermediary to post content to  
15 craigslist;

16                  (f)       Using any automated device or computer program that enables postings on  
17 craigslist without each posting being entered manually (an "automated posting device"),  
18 including, without limitation, the use of any automated posting device to submit postings to  
19 craigslist in bulk;

20                  (g)       Manufacturing, developing, creating, adapting, modifying, exchanging,  
21 offering, distributing, selling, providing, importing, making available, trafficking in, or using  
22 content that uses automated means (including, but not limited to, spiders, robots, crawlers, data  
23 mining tools, and data scraping tools) to download or otherwise obtain data from craigslist;

24                  (h)       Engaging in any activity that disrupts, diminishes the quality of, interferes  
25 with the performance of, or impairs the functionality of, craigslist's services or the craigslist  
26 website;

27                  (i)       Copying, distributing, displaying, creating derivative works or otherwise  
28 using protected elements of craigslist's copyrighted website (located at [www.craigslist.org](http://www.craigslist.org)),

1 including, but not limited to, the website's post to classifieds, account registration and account log  
2 in expressions and compilations, and from inducing, encouraging, causing or materially  
3 contributing to any other person or entity doing the same;

4 (j) Circumventing technological measures that control access to craigslist's  
5 copyrighted website and/or portions thereof (including, but not limited to, CAPTCHAs, RE-  
6 CAPTCHAs, and telephone verification systems), and from inducing, encouraging, causing or  
7 materially contributing to any other person or entity doing the same;

8 (k) Manufacturing, developing, creating, adapting, modifying, exchanging,  
9 offering, distributing, selling, providing, importing, trafficking in, or using technology, products,  
10 services, devices, components, or parts thereof, that are primarily designed or produced for the  
11 purpose of circumventing technological measures and/or protection afforded by technological  
12 measures that control access to craigslist's copyrighted website and/or portions thereof, and from  
13 inducing, encouraging, causing or materially contributing to any other person or entity doing the  
14 same;

15 (l) Accessing or attempting to access craigslist's computers, computer  
16 systems, computer network, computer programs, and data, without authorization or in excess of  
17 authorized access, including, but not limited to, creating multiple accounts or posting content on  
18 the craigslist website in excess of the limitations set by craigslist, and from inducing,  
19 encouraging, causing, materially contributing to, aiding or abetting any other person or entity to  
20 do the same;

21 (m) Manufacturing, developing, creating, adapting, modifying, exchanging,  
22 offering, selling, distributing, providing, importing, trafficking in, purchasing, acquiring,  
23 transferring, marketing or using any program, device, or service designed to provide an  
24 automated means of accessing craigslist's website, automated means of creating craigslist  
25 accounts, or automated means of posting ads or other content on the craigslist's website,  
26 including, but not limited to, any program, device, or service that is, in whole or in part, designed  
27 to circumvent security measures on the craigslist website;  
28

1 (n) Misusing or abusing craigslist, the craigslist website and craigslist services  
2 in any way, including, but not limited to, violating the craigslist Terms of Use;

3 (o) Accessing or using craigslist's website for any commercial purpose  
4 whatsoever; and

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

8 4. This Stipulation and Order and Permanent Injunction is final and may not be  
9 appealed by either party.

10 5. The Clerk of the Court shall enter Judgment pursuant to this Order.

11 **IT IS SO AGREED.**

12  
13 Dated: \_\_\_\_\_, 2008

**PERKINS COIE LLP**

14  
15 By: \_\_\_\_\_

16 Attorneys for Plaintiff  
craigslist, Inc.

17 Dated: \_\_\_\_\_, 2008

**craigslist, Inc.**

18 By \_\_\_\_\_

19 Its CEO

20  
21 Dated: \_\_\_\_\_, 2008

**JEFFRAY SZCZODROSKI**

22 By \_\_\_\_\_

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**II. ORDER**

PURSUANT TO STIPULATION, IT IS SO ORDERED.

IT IS FURTHER ORDERED that the Clerk of the Court shall enter Judgment in favor of plaintiff and against defendant pursuant to this Order.

Dated: 2/6/09

  
\_\_\_\_\_  
HONORABLE SAUNDRA BROWN ARMSTRONG