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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CRAIGSLIST, INC.,

Plaintiff,

v.

NATUREMARKET, INC., et al.,

Defendants.

No. C 08-5065 PJH

**ORDER ADOPTING MAGISTRATE
JUDGE'S REPORT AND
RECOMMENDATION, AND GRANTING
MOTION FOR DEFAULT JUDGMENT
IN PART AND DENYING IT IN PART**

The court has reviewed Magistrate Judge James' report and recommendation re plaintiff craigslist, Inc.'s motion for default judgment. Defendants Naturemarket, Inc. d/b/a powerpostings.com and Igor Gasov filed no objections to the report. The court finds the report correct, well-reasoned and thorough, and adopts it in every respect. Accordingly, the court GRANTS plaintiff's motion for default judgment as to all claims asserted in plaintiff's first amended complaint; GRANTS the request for a permanent injunction; GRANTS the request for attorney's fees and costs; and DENIES the request for punitive damages.

Defendants Igor Gasov and Naturemarket, Inc., their employees, representatives, agents and all persons or entities acting in concert with them are preliminarily and permanently enjoined from

1 (a) manufacturing, developing, creating, adapting, modifying, exchanging,
2 offering, distributing, selling, providing, importing, trafficking in, or using any automated
3 device or computer program (including but not limited to, any technology, product,
4 service, device, component, or part thereof) that enables postings on craigslist without
5 each posting being entered manually;

6 (b) manufacturing, developing, creating, adapting, modifying, exchanging,
7 offering, distributing, selling, providing, importing, making available, trafficking in, or using
8 content that uses automated means (including, but not limited to, spiders, robots,
9 crawlers, data mining tools, and data scraping tools) to download or otherwise obtain
10 data from craigslist;

11 (c) copying, distributing, displaying, creating derivative works or otherwise
12 using protected elements of craigslist's copyrighted website (located at www.craigslist.org),
13 including but not limited to, the website's post to classifieds, account registration and
14 account log in expressions and compilations, and from inducing, encouraging, causing
15 or materially contributing to any other person or entity doing the same;

16 (d) circumventing technological measures that control access to craigslist's
17 copyrighted website and/or portions thereof (including, but not limited to, CAPTCHAs and
18 RECAPTCHAs), and from inducing, encouraging, causing or materially contributing
19 to any other person or entity doing the same;

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

27 (f) accessing or attempting to access craigslist's computers, computer
28 systems, computer network, computer programs, and data, without authorization or in

1 excess of authorized access, including, but not limited to, creating accounts or posting
2 content on the craigslist website, and from inducing, encouraging, causing, materially
3 contributing to, aiding or abetting any other person or entity to do the same;

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

12 (h) repeatedly posting the same or similar content on craigslist, posting the
13 same item or service in more than one category on craigslist, posting the same item or
14 service in more than one geographic area on craigslist, and from inducing, encouraging,
15 causing, assisting, aiding, abetting or contributing to any other person or entity doing the
16 same;

17 (i) posting ads on behalf of others, causing ads to be posted on behalf of
18 others, and accessing craigslist to facilitate posting ads on behalf of others;

19 (j) using, offering, selling or otherwise providing a third-party agent, service, or
20 intermediary to post content to craigslist;

21 (k) misusing or abusing craigslist, the craigslist website and craigslist services
22 in any way, including, but not limited to, violating craigslist TOU;

23 (l) accessing or using craigslist's website for any commercial purpose
24 whatsoever, and;

25 (m) using the CRAIGSLIST mark and any confusingly similar designation in
26 Internet advertisements and otherwise in commerce in any manner likely to confuse
27 consumers as to their association, affiliation, endorsement or sponsorship with or by
28 craigslist.

1 The court awards plaintiff \$470,000.00 in statutory damages under the Digital
2 Millennium Copyright Act, and \$840,000.00 in liquidated damages under the Terms of Use
3 Agreement(s), but DENIES Craigslist's request for punitive damages.

4 The court GRANTS plaintiff's request for attorneys' fees in the amount of
5 \$65,038.20, and costs in the amount of \$1,712.07.

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7 **IT IS SO ORDERED.**

8 Dated: March 5, 2010

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PHYLLIS J. HAMILTON
United States District Judge

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