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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 Autoposterpro, Inc., PostingExperts, Inc.,  
 24 John Doe d/b/a craigslistadsstore.com and  
 25 craigslistpromoting.com, and Does 2  
 26 through 25, inclusive,  
 27 Defendants.

28 **Case Nos. CV-08-5069 SBA and CV-08-5071 SBA**  
**FINAL JUDGMENT ON CONSENT IN CONSOLIDATED ACTION**

29 craigslist, Inc., a Delaware corporation,  
 30 Plaintiff,  
 31 v.  
 32 Brad Johnson, Jake Carter, William  
 33 Mitchell, John Doe d/b/a  
 34 craigslistshop.com, and Does 2 through 25,  
 35 inclusive,  
 36 Defendants.

1 I. CONFESSION OF JUDGMENT

2 Defendant Autoposterpro confesses, consents and stipulates to judgment in favor of  
3 plaintiff craigslist, Inc. ("craigslist") and authorizes the Court to enter judgment granting  
4 monetary and permanent injunctive relief in favor of craigslist as set forth below. This Final  
5 Judgment on Consent arises out of a settlement agreement related to the defendants' development,  
6 utilization and sale of products and services to access and use craigslist's website and online  
7 resources (collectively, the "Services") without authorization or in excess of authorization,  
8 including, but not limited to, posting content on behalf of third parties, selling craigslist  
9 telephone-verified accounts, and selling services that circumvent craigslist's security measures  
10 (the "Settlement Agreement"). The terms of the Settlement Agreement are incorporated herein by  
11 reference in their entirety. This Final Judgment on Consent does not alter or supersede the  
12 obligations of any parties pursuant to that Settlement Agreement.

13 In accordance with the Settlement Agreement, Autoposterpro confesses, consents and  
14 stipulates to judgment as follows:

15 1. Autoposterpro consents to this Court's jurisdiction over the subject matter at issue  
16 in this action.

17 2. Autoposterpro consents to this Court's personal jurisdiction for the purposes of  
18 entry and enforcement of this Final Judgment on Consent and enforcement of the Settlement  
19 Agreement.

20 3. Autoposterpro consents to entry of judgment for monetary relief against  
21 Autoposterpro and in favor of craigslist in the total amount of Three Million Dollars  
22 (\$3,000,000.00).

23 4. Autoposterpro consents to entry of judgment for permanent injunctive relief  
24 against Autoposterpro and in favor of craigslist immediately and permanently and forever  
25 enjoining Autoposterpro, and its successors, assigns, employees, agents, representatives and all  
26 persons and entities acting in concert or participation with it who receive actual notice of this  
27 Final Judgment on Consent by personal service or otherwise, from:  
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- 1 (a) Posting the same or similar content more than once on the Services;
- 2 (b) Posting the same or similar content in more than one category on the Services;
- 3 (c) Posting the same or similar content in more than one geographic area on the
- 4 Services;
- 5 (d) Posting content on behalf of others, causing content to be posted on behalf of
- 6 others, and accessing the Services to facilitate posting content on behalf of others;
- 7 (e) Using a third-party agent, service, or intermediary to post content to the Services;
- 8 (f) Using any automated device or computer program that enables postings on the
- 9 Services without each posting being entered manually (an "automated posting device"), including,
- 10 without limitation, the use of any automated posting device to submit postings to the Services in
- 11 bulk;
- 12 (g) Manufacturing, developing, creating, adapting, modifying, exchanging, offering,
- 13 distributing, selling, providing, importing, making available, trafficking in, or using content that
- 14 uses automated means (including, but not limited to, spiders, robots, crawlers, data mining tools,
- 15 and data scraping tools) to download or otherwise obtain data from the Services;
- 16 (h) Engaging in any activity that disrupts, diminishes the quality of, interferes with the
- 17 performance of, or impairs the functionality of the Services;
- 18 (i) Copying, distributing, displaying, creating derivative works or otherwise using
- 19 protected elements of the Services (and inducing, encouraging, causing or materially contributing
- 20 to any other person or entity doing the same), including, but not limited to, craigslist's post to
- 21 classifieds, account registration and account log in expressions and compilations;
- 22 (j) Circumventing technological measures that control access to the Services and/or
- 23 portions thereof (including, but not limited to, CAPTCHAs and RE-CAPTCHAs) (and inducing,
- 24 encouraging, causing or materially contributing to any other person or entity doing the same);
- 25 (k) Manufacturing, developing, creating, adapting, modifying, exchanging, offering,
- 26 distributing, selling, providing, importing, trafficking in, or using technology, products, services,
- 27 devices, components, or parts thereof, that are primarily designed or produced for the purpose of
- 28 circumventing technological measures and/or protection afforded by technological measures that

1 control access to the Services and/or portions thereof (and inducing, encouraging, causing or  
2 materially contributing to any other person or entity doing the same);

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

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

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

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

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

21 (q) Initiating commercial emails to users of the Services that violate CAN-SPAM; and

22 (r) Initiating commercial email advertisements to users of the Services that violate  
23 California Business and Professions Code Section 17529.5.

24 5. Autoposterpro agrees and stipulates that this Final Judgment on Consent is final  
25 and may not be appealed by any party.  
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**IT IS SO AGREED.**

Dated: May 21, 2010

**PERKINS COIE LLP**

By [Signature]  
Attorneys for Plaintiff  
craigslist, Inc.

Dated: May 19, 2010

**craigslist, Inc.**

By [Signature]  
Jim Buckmaster  
Its Chief Executive Officer

Dated: 6/8, 2010

**HYDE & SWIGART**

By [Signature]  
Attorneys for Defendant

Dated: 6/8, 2010

**AUTOPOSTERPRO**

By [Signature]

**II. FINAL JUDGMENT**

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

Dated: 6-14, 2010

[Signature]  
HON. SAUNDRA BROWN ARMSTRONG

