

1 James McCullagh, *pro hac vice*
 2 jmcullagh@perkinscoie.com
 3 Joseph Cutler, *pro hac vice*
 4 jcutler@perkinscoie.com
 5 PERKINS COIE LLP
 6 1201 Third Avenue, Suite 4800
 7 Seattle, WA 98101
 8 Telephone: 206.359.8000
 9 Facsimile: 206.359.9000

6 David P. Chiappetta, Bar No. 172099
 7 dchiappetta@perkinscoie.com
 8 PERKINS COIE LLP
 9 Four Embarcadero Center, Suite 2400
 10 San Francisco, CA 94111-4131
 11 Telephone: 415.344.7000
 12 Facsimile: 415.344.7050

10 Attorneys for Plaintiff
 11 FACEBOOK, INC.

12 **UNITED STATES DISTRICT COURT**
 13 **NORTHERN DISTRICT OF CALIFORNIA**
 14 **SAN JOSE DIVISION**

16 FACEBOOK, INC., a Delaware
 17 corporation,

18 **Plaintiff,**

19 v.

20 Brian Fabian, Josh Raskin, Ming Wu, and
 21 JOHN DOES 4-10, individuals; and Istra
 22 Holdings Inc., Slickcash.com, 1564476
 23 Ontario Limited, and JOHN DOES 14-20,
 24 corporations,

25 **Defendants.**

Case No. C-07-03404 HRL

**STIPULATED ORDER AND PERMANENT
 INJUNCTION**

26 **WHEREAS** Plaintiff Facebook, Inc. ("Facebook") has commenced this action seeking,
 27 among other relief, a permanent injunction enjoining Defendants Istra Holdings, Inc. ("Istra
 28 Holdings"), 1564476 Ontario Limited ("Ontario Limited"), Brian Fabian ("Fabian"), and Ming

1 Wu ("Wu") (the defendants hereafter to be referred to as the "Defendants"), and their officers,
2 agents, servants, and employees, and those persons acting in concert or participation with them,
3 from directly or indirectly from becoming members of, accessing, paying third parties to access,
4 or introducing automated codes or scripts designed to access, Web sites owned or operated by
5 Facebook ("Facebook.com"), or from attempting to contact members of Facebook.com using
6 any information, including but not limited to names, email addresses, or screen names obtained
7 from, or verified as valid by, access to Facebook.com;
8

9 **WHEREAS** the parties have consented, pursuant to the Settlement Agreement between
10 them, to the entry of a permanent injunction against Defendants, the terms of which are set forth
11 below.

12 **THEREFORE** the parties stipulate as follows:

13
14 1. The Court has jurisdiction over the subject matter at issue in this action. The
15 Defendants consent to the jurisdiction of this Court for the purpose of entry and enforcement of
16 this Stipulated Order and Permanent Injunction, but for no other purpose.

17 2. The Defendants, their officers, agents, servants, employees, successors, and
18 assigns, and any persons acting in active concert or participation with them who receive actual
19 notice of this Order by personal service or otherwise bc, and they are, hereby immediately and
20 permanently and forever enjoined from:

21 a. Retaining or using any information that was obtained from
22 Facebook.com, including but not limited to, the code used to introduce the automated script on
23 Facebook.com, any programs and/or software code designed to obtain information from the
24 Facebook.com, any and all information returned to the defendants as a result of the script's,
25 program's, and/or software's operation, and any other information gathered from Facebook.com
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1 and/or about Facebook users as alleged in the Complaint in the above-captioned matter, and that
2 they will not use such information for any purpose;

3 b. Becoming members of, accessing, paying third parties to access, or
4 introducing automated codes or scripts designed to access, Facebook.com for a period of ten
5 (10) years from the effective date of the Settlement Agreement between the parties in this
6 matter; and
7

8 c. Attempting to contact members of Facebook.com using any information
9 obtained from Facebook.com as alleged in the above-captioned matter, including but not limited
10 to names, email addresses, or screen names obtained from, or verified as valid by, access to
11 Facebook.com;


12 d. Participating, assisting, aiding, abetting, or engaging in any transaction
13 with, any other person or entity engaging in or performing any of the activities in paragraphs a
14 or b above;
15

16 3. This Stipulated Order and Permanent Injunction is final and may not be appealed
17 by either party;


18 4. The Court shall retain jurisdiction to enforce this Stipulated Order and Permanent
19 Injunction and the settlement agreement between the Parties;
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1 DATED this 10th day of April, 2008.

3 FACEBOOK, INC.

4
5 By: 
6 MARK Howitson
7 (print name)
8 Its: Deputy General Counsel
9 (title)


3 ISTR HOLDINGS, INC.

4
5 By: 
6 Brian Fabian
7 (print name)
8 Its: President
9 (title)


9 1564476 ONTARIO LIMITED

10
11 By: 
12 Brian Fabian
13 (print name)
14 Its: Director
15 (title)

15 BRIAN FABIAN

16
17 By: 
18 Brian Fabian
19 (print name)

15 MING WU

16
17 By: 
18 Ming Wu
19 (print name)

20 It is hereby ORDERED, ADJUDGED AND DECREED

21 DONE AND ORDERED this ___ day of _____, 2008.

25 _____
The Honorable Howard R. Lloyd

1 Approved as to form by:

2 **PERKINS COIE LLP**

3

4

5 By: /s/ David Chiappetta
David Chiappetta

6 Attorneys for Plaintiff
7 FACEBOOK, INC.

7

8

9 *and*
Duane Morris LLP

10 By: /s/ Gregory G. Iskander
Gregory Iskander

11

12 Attorneys for Defendants Istra Holdings, Inc., 1564476 Ontario Limited, Brian Fabian, and Ming
13 Wu

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