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17 UNITED STATES DISTRICT COURT
 18 NORTHERN DISTRICT OF CALIFORNIA
 19 SAN JOSE DIVISION

20 craigslist, Inc., a Delaware corporation,
 21 Plaintiff,
 22 v.
 23 Mark Adamczyk, CLPS, Inc., Web9.org
 24 Corp., Imoria Inc., and Does 1 through 25,
 25 inclusive,
 26 Defendants.

27 Case No. 5:08-CV-5070 RMW
 28 STIPULATION AND ORDER AND
 PERMANENT INJUNCTION

29 I. STIPULATION TO A PERMANENT INJUNCTION

30 Plaintiff craigslist, Inc. and Defendants Mark Adamczyk, CLPS, Inc., Web9.org Corp.,
 31 and Imoria Inc. ("Defendants") stipulate to entry of an Order and Permanent Injunction, the terms
 32 of which are set forth below:

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1. The Court has jurisdiction over the subject matter at issue in this action.
2. The Court has personal jurisdiction over Defendants for the purposes of entry and enforcement of this Stipulation and Order and Permanent Injunction and the parties' Settlement Agreement and Release.
3. Defendants, their officers, agents, servants, employees, successors, and assigns, and any persons acting in active concert or participation with them who receive actual notice of this Stipulation and Order and Permanent Injunction by personal service or otherwise are immediately and permanently and forever enjoined from:
 - (a) Repeatedly posting the same or similar content on craigslist;
 - (b) Posting the same item or service in more than one category on craigslist;
 - (c) Posting the same item or service in more than one geographic area on craigslist;
 - (d) Posting ads on behalf of others, causing ads to be posted on behalf of others, and accessing craigslist to facilitate posting ads on behalf of others;
 - (e) Using a third-party agent, service, or intermediary to post content to craigslist;
 - (f) Using any automated device or computer program that enables postings on craigslist without each posting being entered manually (an "automated posting device"), including, without limitation, the use of any automated posting device to submit postings to craigslist in bulk;
 - (g) Manufacturing, developing, creating, adapting, modifying, exchanging, offering, distributing, selling, providing, importing, making available, trafficking in, or using content that uses automated means (including, but not limited to, spiders, robots, crawlers, data mining tools, and data scraping tools) to download or otherwise obtain data from craigslist;
 - (h) Engaging in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, craigslist's services or the craigslist website;

1 (i) Copying, distributing, displaying, creating derivative works or otherwise
2 using protected elements of craigslist's copyrighted website (located at www.craigslist.org),
3 including, but not limited to, the website's post to classifieds, account registration and account log
4 in expressions and compilations, and from inducing, encouraging, causing or materially
5 contributing to any other person or entity doing the same;

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

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

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

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

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

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

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

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

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

13 **IT IS SO AGREED.**

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15 Dated: Feb 24, 2009

PERKINS COIE LLP

16
17 By: 
18 Attorneys for Plaintiff
19 craigslist, Inc.

20 Dated: Feb 23, 2009

craigslist, Inc

21 By: 
22 As CEO

23
24 Dated: Feb 20th, 2009

MARK ADAMCZYK

25
26 By: 
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Dated: Feb 20th, 2009

CLPS, INC.
By 
Its CEO

Dated: Feb 20th, 2009

WEB9.ORG CORP.
By 
Its CEO

Dated: Feb 20th, 2009

IMORIA INC.
By 
Its CEO

II. ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

IT IS FURTHER ORDERED that the Clerk of the Court shall enter Judgment pursuant to this Order.

Dated: 3/4, 2009


HONORABLE RONALD M. WHYTE