

or information sufficient to admit or deny any of the remaining allegations of Paragraph 97, and on that basis denies those allegations.

98. At least on August 18, 2005, Defendant's website published a rental advertisement containing the statement "Young professionals in other units in building."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 98, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 98, and on that basis denies those allegations.

99. At least on August 18, 2005, Defendant's website published a rental advertisement containing the statement "Young couple sought for mobile [sic] home in western suburbs."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 99, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 99, and on that basis denies those allegations.

100. At least on August 18, 2005, Defendant's website published a rental advertisement containing the statement "mostly young professional residents who are very friendly (same for building neighbors)."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 100, especially based on the little information Plaintiff has

averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 100, and on that basis denies those allegations.

101. At least on August 19, 2005, Defendant's website published a rental advertisement containing the statement "Perfect for a single person."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 101, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 101, and on that basis denies those allegations.

102. At least on August 19, 2005, Defendant's website published a rental advertisement containing the statement "Perfect for single professionals and couples."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 102, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 102, and on that basis denies those allegations.

103. At least on August 19, 2005, Defendant's website published a rental advertisement containing the statement "Outstanding young professional building."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 103, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 103, and on that basis denies those allegations.

104. At least on August 23, 2005, Defendant's website published a rental advertisement containing the statement "Perfect for graduate students or young professionals as are the other building tenants."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 104, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 104, and on that basis denies those allegations.

105. At least on August 23, 2005, Defendant's website published a rental advertisement containing the statement "We are looking for a single quiet professional."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 105, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge

or information sufficient to admit or deny any of the remaining allegations of Paragraph 105, and on that basis denies those allegations.

106. At least on August 23, 2005, Defendant's website published a rental advertisement containing the statement "Quiet building with married couples in other units."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 106, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 106, and on that basis denies those allegations.

107. At least on August 23, 2005, Defendant's website published a rental advertisement containing the statement "Non-smoking adults preferred."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 107, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 107, and on that basis denies those allegations.

108. At least on August 23, 2005, Defendant's website published a rental advertisement containing the statement "Perfect for graduate students or young professional."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 108, especially based on the little information Plaintiff has

averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 108, and on that basis denies those allegations.

109. At least on August 23, 2005, Defendant's website published a rental advertisement containing the statement "Perfect for young couples."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 109, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 109, and on that basis denies those allegations.

110. At least on August 24, 2005, Defendant's website published a rental advertisement containing the statement "Perfect for a single person or a couple."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 110, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 110, and on that basis denies those allegations.

111. At least on August 25, 2005, Defendant's website published a rental advertisement containing the statement "Perfect for one person!"

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 111, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 111, and on that basis denies those allegations.

112. At least on August 25, 2005, Defendant's website published a rental advertisement containing the statement "Perfect for young party types with good jobs or family."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 112, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 112, and on that basis denies those allegations.

113. At least on August 29, 2005, Defendant's website published a rental advertisement containing the statement "adult 2 flat bldg."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 113, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 113, and on that basis denies those allegations.

114. At least on August 29, 2005, Defendant's website published a rental advertisement containing the statement "perfect for either one or two people. University of Chicago student, postdoc, faculty member preferred."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 114, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 114, and on that basis denies those allegations.

115. At least on August 29, 2005, Defendant's website published a rental advertisement containing the statement "Perfect for the single who likes living in luxury."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 115, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 115, and on that basis denies those allegations.

116. At least on September 1, 2005, Defendant's website published a rental advertisement containing the statement "Amazing Young Professional intimate 16 unit building."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 116, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge

or information sufficient to admit or deny any of the remaining allegations of Paragraph 116, and on that basis denies those allegations.

117. At least on September 1, 2005, Defendant's website published a rental advertisement containing the statement "Ideal for two graduate students or a couple..... Tenants are mostly Grad students or Professionals."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 117, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 117, and on that basis denies those allegations.

118. At least on September 1, 2005, Defendant's website published a rental advertisement containing the statement "young professional neighbors."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 118, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 118, and on that basis denies those allegations.

119. At least on September 1, 2005, Defendant's website published a rental advertisement containing the statement "Great for young professionals!"

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 119, especially based on the little information Plaintiff has



averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 119, and on that basis denies those allegations.

120. At least on September 1, 2005, Defendant's website published a rental advertisement containing the statement "Apt. too small for families with small children."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 120, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 120, and on that basis denies those allegations.

121. At least on September 1, 2005, Defendant's website published a rental advertisement containing the statement "ideal tenant would be a single person (rent would be adjusted in this case), a couple (rent can be adjusted)."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 121, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 121, and on that basis denies those allegations.

122. At least on September 1, 2005, Defendant's website published a rental advertisement containing the statement "Works for single or couples."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 122, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 122, and on that basis denies those allegations.

123. At least on September 1, 2005, Defendant's website published a rental advertisement containing the statement "Terrific young professional building."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 123, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 123, and on that basis denies those allegations.

124. At least on September 1, 2005, Defendant's website published a rental advertisement containing the statement "Apartments are perfect for students, graduates, and young professional."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 124, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge

or information sufficient to admit or deny any of the remaining allegations of Paragraph 124, and on that basis denies those allegations.

125. At least on September 6, 2005, Defendant's website published a rental advertisement containing the statement "This is a fantastic apartment for a young professional."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 125, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 125, and on that basis denies those allegations.

126. At least on September 6, 2005, Defendant's website published a rental advertisement containing the statement "great apartment for a young person.....this apartment is good for someone who wants to live alone and who is not a yuppy."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 126, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 126, and on that basis denies those allegations.

127. At least on September 8, 2005, Defendant's website published a rental advertisement containing the statement "ideal for nice, quiet young couple, professionals, serious, quiet students etc."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 127, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 127, and on that basis denies those allegations.

128. At least on September 8, 2005, Defendant's website published a rental advertisement containing the statement "2nd floor good for a single prof. person."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 128, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 128, and on that basis denies those allegations.

129. At least on September 8, 2005, Defendant's website published a rental advertisement containing the statement "No pets, no kids."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 129, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 129, and on that basis denies those allegations.

130. At least on September 8, 2005, Defendant's website published a rental advertisement containing the statement "No pets, non-smoking adults preferred."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 130, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 130, and on that basis denies those allegations.

131. At least on September 23, 2005, Defendant's website published a rental advertisement containing the statement "no children, no smokers, and no pets."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 131, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 131, and on that basis denies those allegations.

132. At least on September 23, 2005, Defendant's website published a rental advertisement containing the statement "Perfect for young couple."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 132, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge

or information sufficient to admit or deny any of the remaining allegations of Paragraph 132, and on that basis denies those allegations.

133. At least on September 23, 2005, Defendant's website published a rental advertisement containing the statement "Landlord expects someone very respectable, quiet – absolutely [sic] no smokers, and no parties, prefers someone who does not have a lot of guests, and no children."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 133, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 133, and on that basis denies those allegations.

134. At least on September 23, 2005, Defendant's website published a rental advertisement containing the statement "No children."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 134, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 134, and on that basis denies those allegations.

135. At least on September 26, 2005, Defendant's website published a rental advertisement containing the statement "Perfect for young couple, roomies or bachelor/ette."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 135, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 135, and on that basis denies those allegations.

136. At least on September 29, 2005, Defendant's website published a rental advertisement containing the statement "Excellent place for a single, or couple."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 136, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 136, and on that basis denies those allegations.

137. At least on September 29, 2005, Defendant's website published a rental advertisement containing the statement "NO CHILDREN UNDER THE AGE OF 6 CAN BE ACCEPTED."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 137, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge

or information sufficient to admit or deny any of the remaining allegations of Paragraph 137, and on that basis denies those allegations.

138. At least on September 29, 2005, Defendant's website published a rental advertisement containing the statement "ideal for a couple or single."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 138, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 138, and on that basis denies those allegations.

139. At least on October 10, 2005, Defendant's website published a rental advertisement containing the statement "no children."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 139, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 139, and on that basis denies those allegations.

140. At least on October 25, 2005, Defendant's website published a rental advertisement containing the statement "Ideal for a couple or young professionals."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 140, especially based on the little information Plaintiff has



averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 140, and on that basis denies those allegations.

141. At least on October 25, 2005, Defendant's website published a rental advertisement containing the statement "No pets and kids."

**ANSWER:**

craigslist affirmatively states that it is overly burdensome to confirm the existence of the specific posting alleged in Paragraph 141, especially based on the little information Plaintiff has averred with respect to the alleged posting. craigslist denies that it published, or that it may be treated as having published, this alleged posting. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny any of the remaining allegations of Paragraph 141, and on that basis denies those allegations.

**[C. Plaintiff CLC's Resource Diversion, Investigation, and Mission Frustration]**

142. Plaintiff CLC has diverted significant resources, such as time and money, away from its fair housing program to efforts directed at Defendant's publication of discriminatory housing advertisements on its website. Because the CLC was and continues to be short-staffed, the time and money it spends to identify, investigate, and address Defendant's publication of discriminatory housing advertisements on its website constitutes valuable time and resources it diverts from its fair housing program.

**ANSWER:**

craigslist denies that it published, and further denies that it may be treated as having published, any of the allegedly discriminatory housing notices or advertisements. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny the allegations of Paragraph 142, and on that basis denies those allegations.

143. Plaintiff CLC has investigated and continues to monitor Defendant's website for discriminatory housing advertisements.

**ANSWER:**

craigslist lacks knowledge or information sufficient to admit or deny the allegations of Paragraph 143, and on that basis denies these allegations.

144. Plaintiff CLC has increased the depth and scope of its fair housing training to include information about discriminatory advertisements in response to the findings of its investigation of Defendant.

**ANSWER:**

craigslist lacks knowledge or information sufficient to admit or deny the allegations of Paragraph 144, and on that basis denies these allegations.

145. Plaintiff CLC has made and continues to make other fair housing agencies aware of both the problem and effect of discriminatory advertisements as a result of its investigation of Defendant.

**ANSWER:**

craigslist lacks knowledge or information sufficient to admit or deny the allegations of Paragraph 145, and on that basis denies these allegations.

146. Plaintiff CLC has investigated and devoted its scarce resources, including the time of staff attorneys and law interns and legal research, to a possible lawsuit against Defendant.

**ANSWER:**

craigslist lacks knowledge or information sufficient to admit or deny the allegations of Paragraph 146, and on that basis denies these allegations.

147. But for the significant resources Plaintiff CLC has expended to investigate Defendant's publication of discriminatory advertisements on its website, the CLC would have spent additional time and money on projects such as, but not limited to, the following: (1) increasing the depth and scope of its fair housing education, outreach, and testing programs; (2) building and maintaining alliances with other fair housing organizations; (3) investigating and educating the public on the civil rights implications of rescue fraud and predatory lending; (4) investigating discrimination in print advertising; (5) conducting Section 8 outreach, education, and training; (6) monitoring the Chicago Housing Authority's efforts, pursuant to a Settlement Agreement, to relocate individuals out of public housing and into non-segregated housing; (7) drafting and commenting on fair housing and fair lending legislation; and (8) enhancing the fair housing section of the CLC's website.

**ANSWER:**

craigslist denies that it published, and further denies that it may be treated as having published, any of the allegedly discriminatory housing notices or advertisements. In all other respects, craigslist lacks knowledge or information sufficient to admit or deny the allegations of Paragraph 147, and on that basis denies those allegations.

148. Defendant's publication of discriminatory advertisements on its website has frustrated and continues to frustrate Plaintiff CLC's mission to achieve fair and open housing.

**ANSWER:**

craigslist denies the allegations of Paragraph 148.

149. Defendant's publication of discriminatory advertisements on its website undermines Plaintiff CLC's educational efforts because the advertisements misinform home-seekers as to what is and is not illegal. Defendant's publication of discriminatory housing advertisements on its website may have the effect of sanctioning and normalizing discrimination in the sale or rental of housing because the public becomes accustomed to seeing such illegal advertisements.

**ANSWER:**

craigslist denies the allegations of Paragraph 149.

150. Defendant's publication of discriminatory advertisements on its website stymies Plaintiff CLC's education and outreach efforts because many of the advertisements published on Defendant's website make landlord contact information anonymous because of the newly-assigned and unique email addresses using the "craigslist.org" domain, thereby making it difficult or impossible for the CLC to contact and educate the prospective tenants and landlords whose advertisements are published by Defendant.

**ANSWER:**

craigslist denies the allegation of Paragraph 150.

151. Defendant's publication of discriminatory advertisements on its website hinders Plaintiff CLC's mission of facilitating sale or rental housing opportunities because the discriminatory content of the advertisements published on Defendant's website discourages home-seekers in federally-protected classes and decreases the number of units available to them.

**ANSWER:**

craigslist denies the allegation of Paragraph 151.

**[CLAIM FOR RELIEF-Fair Housing Act, 42 U.S.C. § 3604(c)]**

152. Plaintiff CLC incorporates by reference each and every allegation contained in paragraphs 1 through 151 above.

**ANSWER:**

craigslist incorporates its responses to Paragraphs 1 through 151 above as if fully set forth in response to Paragraph 152 of the Complaint.

153. Defendant craigslist, Inc., published notices, statements, or advertisements with respect to the sale or rental of dwellings, in violation of 42 U.S.C. § 3604(c), that indicated (1) preferences, limitation, or discrimination based on race, color, religion, sex, familial status, or national origin; or (2) an intention to make preferences, limitation, or discrimination based on race, color, religion, sex, familial status, or national origin.

**ANSWER:**

craigslist denies the allegation of Paragraph 153.

**AFFIRMATIVE DEFENSES**

By way of further answer to the Complaint, and as affirmative and/or additional defenses, craigslist alleges as follows:

1. Plaintiff's Complaint fails to state a claim upon which relief may be granted. ,
2. Plaintiff's Complaint is preempted and barred by 47 U.S.C. § 230(c) because (a) craigslist is the provider of an interactive computer service; (b) all of the allegedly unlawful postings, advertisements and notices referenced in the Complaint were created, developed and provided, if at all, by third-party users of the craigslist Web site; and (c) Plaintiff's claim seeks to treat craigslist at the publisher or speaker of such content. This defense is more fully set forth in the accompanying Motion For Judgment on the Pleadings, and supporting memorandum, hereby incorporated by this reference.

3. Plaintiff's Complaint is barred in whole or in part by the protections of the First Amendment to the United States Constitution.

4. Plaintiff lacks standing to assert the claims set forth in this action.

5. Plaintiff's claims are barred by virtue of laches and/or estoppel.

6. Craigslist cannot be held liable to Plaintiff for the delivery, display, or transmission of material that Craigslist did not originate

7. No act or omission alleged in the Complaint was committed with the degree of fault required for imposition of liability.

8. No act or omission alleged in the Complaint was committed with the state of mind, or scienter, required for imposition of liability.

9. Plaintiff's complaint is barred by its failure to join one or more necessary parties.

10. Plaintiff is not entitled to the relief it seeks because it failed to mitigate or avoid the alleged damages.

11. Plaintiff is not entitled to the relief it seeks because any injuries it suffered were not directly or proximately caused by any act or omission of Craigslist.

craigslist reserves the right to assert additional defenses once the precise nature of the relevant circumstances or events is determined through discovery.

#### **PRAYER FOR RELIEF**

WHEREFORE, craigslist requests that the Court enter judgment in its favor and against Plaintiff as follows:

a. Dismissing Plaintiff's Complaint with prejudice and declaring that Plaintiff take nothing by way of its Complaint;

b. Awarding craigslist its costs incurred in this action, disbursements and attorneys fees to the maximum extent permitted by the FHA, 42 U.S.C. § 3613(c)(2), or other law; and

c. Granting such other and further relief as this Court may deem just and proper.

Respectfully submitted,

CRAIGSLIST, INC.

April 14, 2006

By: s/ Eric D. Brandfonbrener

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the accompanying Motion For Judgment on the Pleadings, and supporting memorandum, hereby incorporated by this reference.

3. Plaintiff's Complaint is barred in whole or in part by the protections of the First Amendment to the United States Constitution.
4. Plaintiff lacks standing to assert the claims set forth in this action.
5. Plaintiff's claims are barred by virtue of laches and/or estoppel.
6. Craigslist cannot be held liable to Plaintiff for the delivery, display, or transmission of material that Craigslist did not originate
7. No act or omission alleged in the Complaint was committed with the degree of fault required for imposition of liability.
8. No act or omission alleged in the Complaint was committed with the state of mind, or scienter, required for imposition of liability.
9. Plaintiff's complaint is barred by its failure to join one or more necessary parties.
10. Plaintiff is not entitled to the relief it seeks because it failed to mitigate or avoid the alleged damages.
11. Plaintiff is not entitled to the relief it seeks because any injuries it suffered were not directly or proximately caused by any act or omission of Craigslist.

craigslist reserves the right to assert additional defenses once the precise nature of the relevant circumstances or events is determined through discovery.

**JURY DEMAND**

craigslist requests a jury trial.

**PRAYER FOR RELIEF**

WHEREFORE, craigslist requests that the Court enter judgment in its favor and against Plaintiff as follows:

- a. Dismissing Plaintiff's Complaint with prejudice and declaring that Plaintiff take nothing by way of its Complaint;
- b. Awarding craigslist its costs incurred in this action, disbursements and attorneys fees to the maximum extent permitted by the FHA, 42 U.S.C. § 3613(c)(2), or other law; and
- c. Granting such other and further relief as this Court may deem just and proper.

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

The undersigned, an attorney, certifies that on April 14, 2006, he caused a true and correct copy of ANSWER WITH AFFIRMATIVE DEFENSES to be served through the Court's electronic system on:

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s/ Eric D. Brandfonbrener