

UNITED STATES DISTRICT COURT

for the

Northern District of California

craigslist, Inc.

Plaintiff

v.

Paul Hubert,

Defendant

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Civil Action No. C-08-05067 JW

CLERK'S CERTIFICATION OF A JUDGMENT TO BE REGISTERED IN ANOTHER DISTRICT

I certify that the attached judgment is a copy of a judgment entered by this court on (date) 04/15/2010

I also certify that, as appears from this court's records, no motion listed in Fed. R. App. P. 4(a)(4)(A) is pending before this court and that no appeal has been filed or, if one was filed, that it is no longer pending.

Date: MAR 23 2011

CLERK OF COURT

RICHARD W. WISKING

Cindy Targas

Signature of Clerk or Deputy Clerk

United States District Court
For the Northern District of California

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EXHIBIT DOCUMENT
I hereby attest and certify this is a printed copy of a document which was electronically filed with the United States District Court for the Northern District of California.
Date Filed 4/15/10
RICHARD W. WIEKING, Clerk
By: Cindy Vargas Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

craigslist, Inc.,

NO. C 08-05067 JW

Plaintiff,

**JUDGMENT AND PERMANENT
INJUNCTION**

v.

Paul Hubert,

Defendant.

Pursuant to the Court's April 15, 2010 Order Granting Plaintiff's Motion for Default Judgment, judgment is entered in favor of Plaintiff craigslist, Inc. against Defendant Paul Hubert.

Judgment is entered in the amount of \$1,240,982.88, which represents \$1,200,000 in statutory damages pursuant to 17 U.S.C. § 1203 and \$40,982.88 in attorney fees and costs.

Defendant is ordered to pay interest on the principal amount of the judgment to Plaintiff at the statutory rate pursuant to 28 U.S.C. § 1961(a).

The Court enjoins Defendant Paul Hubert and his agents, servants, employees affiliates, distributors, successors and assigns, and any other person acting in concert or participation with him from:

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

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- (b) 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;
- (c) 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;
- (d) Copying, distributing, displaying, creating derivative works or otherwise using protected elements of craigslist's copyrighted website (located at www.craigslist.org), including, but not limited to, the website's post to classifieds, account registration and account log in expressions and compilations, and from inducing, encouraging, causing or materially contributing to any other person or entity doing the same;
- (e) Circumventing technological measures that control access to craigslist's copyrighted website or portions thereof (including, but not limited to, CAPTCHAs and RECAPTCHAs), and from inducing, encouraging, causing or materially contributing to any other person or entity doing the same;
- (f) Manufacturing, developing, creating, adapting, modifying, exchanging, offering, selling, distributing, providing, creating, importing, trafficking in, or using technology, products, services, devices, components, or parts thereof, that are primarily designed or produced for the purpose of circumventing technological measures or protection afforded by technological measures that control access to craigslist's copyrighted website or portions thereof, and from inducing, encouraging, causing or materially contributing to any other person or entity doing the same;

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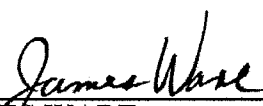
- (g) Accessing or attempting to access craigslist's computers, computer systems, computer network, computer programs, and data, without authorization or in excess of authorized access, including, but not limited to, creating accounts or posting content on the craigslist website, and from inducing, encouraging, causing, materially contributing to, aiding or abetting any other person or entity to do the same;
- (h) Manufacturing, developing, creating, adapting, modifying, exchanging, offering, selling, distributing, providing, importing, trafficking in, purchasing, acquiring, transferring, marketing or using any program, device, or service designed to provide an automated means of accessing craigslist's website, automated means of creating craigslist accounts, or automated means of posting ads or other content on the craigslist's website, including, but not limited to, any program, device, or service that is, in whole or in part, designed to circumvent security measures on the craigslist website;
- (i) Repeatedly posting the same or similar content on craigslist, posting the same item or service in more than one category on craigslist, posting the same item or service in more than one geographic area on craigslist, and from inducing, encouraging, causing, assisting, aiding, abetting or contributing to any other person or entity doing the same;
- (j) 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;
- (k) Using, offering, selling or otherwise providing a third-party agent, service, or intermediary to post content to craigslist;
- (l) Misusing or abusing craigslist, the craigslist website and craigslist services in any way, including, but not limited to, violating the craigslist TOUs;
- (m) Accessing or using craigslist's website for any commercial purpose whatsoever; and
- (n) Using the CRAIGSLIST mark and any confusingly similar designations in Internet advertisements and otherwise in commerce in any manner likely to confuse

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consumers as to their association, affiliation, endorsement or sponsorship with or by
craigslist.

The Clerk shall close this file.

Dated: April 15, 2010



JAMES WARE
United States District Judge

United States District Court
For the Northern District of California

1 **THIS IS TO CERTIFY THAT COPIES OF THIS ORDER HAVE BEEN DELIVERED TO:**

2 Brian Patrick Hennessy bhennessy@perkinscoie.com
3 Elizabeth L. McDougall EMcDougall@perkinscoie.com
4 Liling Poh lpoh@perkinscoie.com

5 **Dated: April 15, 2010**

Richard W. Wieking, Clerk

7 **By: /s/ JW Chambers**

8 **Elizabeth Garcia**
9 **Courtroom Deputy**