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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

CRAIGSLIST, INC., a Delaware corporation,
Plaintiff,
v.
3TAPS, INC., et. al.,
Defendants.

CASE NO. CV12-03816 CRB

~~PROPOSED~~ FINAL JUDGMENT AND
PERMANENT INJUNCTION AGAINST:
DISCOVER HOME NETWORK, INC. D/B/A
LOVELY

AND RELATED COUNTERCLAIMS

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, pursuant to stipulation of the parties, that:

I. Monetary Judgment

Judgment is entered in favor of Plaintiff craigslist, Inc. (“craigslist”) against Defendant Discover Home Network, Inc. d/b/a Lovely (“Lovely”) in the amount of Two Million One Hundred Thousand Dollars (US\$2,100,000).

II. Injunction

Lovely and its respective current and future officers, directors, agents, servants, employees, contractors, parents, subsidiaries, affiliates, partners, partnerships, joint venturers,

1 representatives, and other persons who are in active concert or participation with them or
2 individuals within their control (collectively, the “Enjoined Parties”), are ORDERED and
3 ENJOINED as follows:

4 A. Within seven (7) days of the entry of this Order, the Enjoined Parties shall cease
5 displaying, framing, including, disseminating, publishing, distributing, giving
6 away, or otherwise presenting, any advertisements, posts or other information,
7 obtained, either directly or indirectly, from any craigslist website, including, but
8 not limited to *craigslist.org* (hereafter, “craigslist Content”).

9 B. Within five (5) days of the entry of this Order, the Enjoined Parties shall provide
10 to craigslist:

11 1. A list (including available contact information) of all persons and/or
12 entities (other than persons with no relationship with Lovely other than as
13 a user of Lovely’s website) to whom any of the Enjoined Parties have sold
14 or otherwise provided advertisements, posts or other information obtained,
15 either directly or indirectly, from any craigslist Content. The list will
16 include a summary of the content that was sold or provided to each person
17 and/or entity.

18 2. A detailed written accounting of all payments to or from such persons or
19 entities, including the dates and amounts of payments, the means of
20 payment, and the financial account names, account and routing numbers
21 for the financial institutions handling such payments, together with the
22 underlying business records from which such payment and account
23 information is assembled.

24 3. All documents, records and/or communications in the Enjoined Parties’
25 possession, custody or control related to the persons and/or entities
26 provided in the list described above in Section II.B.1.

27 4. A list of all employees, individuals and/or entities that assisted any of the
28 Enjoined Parties in accessing, downloading, or copying craigslist Content

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from craigslist. This list will include the name and all available contact information for each person and/or entity, and a summary of the role played by the person and/or entity, including dates and manner of assistance provided.

5. To the extent not already provided in discovery, all non-privileged documents, records and/or communications in the Enjoined Parties' possession, custody or control, located after a reasonable search, exchanged between the Enjoined Parties and third-parties related or relevant to accessing, downloading, or copying craigslist Content from craigslist.

C. Within thirty (30) days of the entry of this Order, the Enjoined Parties shall permanently delete or destroy any craigslist Content from any craigslist.org website, obtained either directly or indirectly, whether stored in electronic form or otherwise, in their possession, custody, or control. The Enjoined Parties shall retain a third party digital forensics firm acceptable to craigslist to certify to the destruction of the craigslist Content and provide a copy of such certification to craigslist within forty (40) days of the entry of this Order. The total cost of this third party digital forensics firm will not exceed \$50,000.

D. The Enjoined Parties are permanently prohibited:

1. from directly or indirectly copying craigslist Content by any means whatsoever (except for caching caused by manual viewing of craigslist.org), including but not limited to robots, spiders, scrapers, or crawlers;
2. from directly or indirectly displaying, framing, including, disseminating, publishing, distributing, giving away, or otherwise presenting, or facilitating same, any craigslist Content;
3. from directly or indirectly distributing or selling, or otherwise making available to any person or entity other than an employee of the Settling

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Defendants any craigslist Content;

4. from representing, on their websites, in their mobile apps, or otherwise, that they are in any way affiliated with craigslist, or that any of their products or services contain or include any information, listing, data or other material obtained, either directly or indirectly, from any craigslist website;
5. from directly or indirectly circumventing technological measures that control access to any craigslist website or any portions thereof, including but not limited to, measures that: monitor and/or block activity associated with particular IP addresses or provide a set of instructions to any automated technologies visiting the craigslist website that prohibit automated programs (*e.g.*, a robots.txt file);
6. from directly or indirectly infringing any of craigslist’s copyrighted materials;
7. from sending or transmitting, or paying, directing, aiding, or conspiring with others to send or transmit (i) any commercial electronic mail or electronic communication to any craigslist email address, user, member or poster, bearing any false, fraudulent, anonymous, inactive, deceptive, or invalid return information, or otherwise using any other artifice, scheme or method of transmission that would prevent the automatic return of undeliverable electronic mail to its original and true point of origin or that would cause the e-mail return address to be that of anyone other than the actual sender or by any other means in violation of the CAN-SPAM Act, 15 U.S.C. § 7701, *et seq.* (ii) any commercial electronic mail message to email addresses acquired or harvested solely from any craigslist website; provided however that it shall not violate this prohibition for the Enjoined Parties to send a commercial electronic mail message to such email address if the holder of such email address has initiated the transmission of

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an email to the Enjoined Parties;

8. from possessing, acquiring, purchasing, sharing, trading or transferring contact information or e-mail addresses that contain “craigslist” in the domain. This provision further expressly prohibits the Enjoined Parties from engaging in the purchase, sale or trade of lists of craigslist postings, member names, addresses, screen names or other identifying information, as well as the harvesting of craigslist member names or contact information or the transmission of e-mails to lists created by such harvesting in violation of the Terms of use attached hereto as Exhibit A or the CAN SPAM Act, 15 U.S.C. § 7701, *et seq.*;

9. from directly or indirectly using any craigslist trademark, including by using, applying for, or registering any mark, trade name, company name, domain name, website username, or url that contains any craigslist trademark or misspelling of any craigslist trademark, or that is confusingly similar to any craigslist trademark.

E. To the extent craigslist has reason to believe that Lovely has violated any of these provisions, craigslist will provide Lovely notice and fifteen (15) days to cure before seeking to enforce this Permanent Injunction.

F. To the extent that any of the conduct set forth above in D.1-D.3 is later determined in a final judicial proceeding to be permissible or is expressly authorized in craigslist's terms of use, the Enjoined Parties may seek craigslist's agreement to modify the terms of this Permanent Injunction to permit such conduct, and craigslist agrees to consider promptly any such request in good faith and to not unreasonably withhold its consent to any such modification.

III. Monitoring Compliance

It is further ORDERED that the Enjoined Parties shall:

A. Take reasonable steps sufficient to monitor and ensure that all persons within their control or employment (whether as independent contractors, employees, agents or

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in some other capacity) comply with this Order, including but not limited to providing a copy of this Order to any person within their control or employment and requesting that such person adhere to its terms; and

- B. Take all reasonable corrective action with respect to any individual within their control or employment whom any Enjoined Party determines is not complying with the terms of this Order, which may include training, disciplining, and/or terminating such individual, and notifying craigslist of the underlying conduct.

IV. Retention of Jurisdiction

It is further ORDERED that this Court shall retain jurisdiction of this matter in law and equity for purposes of enforcing and/or adjudicating claims of violations of this Order or of disputes arising in connection with the Settlement Agreement entered by the parties hereto. Any such matters shall be raised by noticed motion.

IT IS SO ORDERED.

Dated: April 3, 2015

