

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into effective as of June 24, 2015 (the “Effective Date”), between craigslist, Inc. (“craigslist”), on the one hand, and 3taps, Inc., Hard Yaka, Inc., and Robert G. Kidd (“3taps Defendants”) and PadMapper, Inc. (“PadMapper” and, with the 3taps Defendants, the “Settling Defendants”), on the other hand. craigslist and the Settling Defendants are referred to collectively as the “Parties.”

Recitals

A. craigslist has filed a lawsuit in the U.S. District Court for the Northern District of California, entitled *craigslist, Inc. v. 3Taps, Inc., et al.*, Case No. CV12-03816 CRB (the “Action”), asserting claims for, among other things, breach of contract, trespass, misappropriation, copyright infringement, trademark infringement, violations of the Computer Fraud and Abuse Act and the California Comprehensive Computer Data Access and Fraud Act, violations of the CAN-SPAM Act, and violations of the California Restrictions on Unsolicited Commercial Email Advertisers.

B. The Settling Defendants have denied all allegations and have asserted counterclaims including violations of Section 1 and Section 2 of the Sherman Act; Unfair Competition in Violation of California Business & Professions Code §§ 17200 *et seq.*; and interference with 3taps’ economic advantage (the “Counterclaims”).

C. craigslist denies all allegations asserted in the Counterclaims.

D. The Parties now desire to resolve the Action and Counterclaims.

Agreement

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Stipulated Final Judgments and Permanent Injunctions.** The 3taps Defendants consent to the filing and entry of a Stipulated Final Judgment and Permanent Injunction (the “3taps Judgment/Injunction”) as reflected in Exhibit A. PadMapper consents to the filing and entry of a Stipulated Final Judgment and Permanent Injunction (the “PadMapper Judgment/Injunction”) as reflected in Exhibit B. The Parties will execute the 3taps Judgment/Injunction and the PadMapper Judgment/Injunction (collectively the “Judgments/Injunctions”) concurrently with this Agreement. The Settling Defendants agree that their respective current and future officers, directors, agents, servants, employees, contractors, parents, subsidiaries, affiliates, partners, partnerships, joint venturers, representatives, and other persons who are in active concert or participation with them or individuals within their control shall comply with all terms of the Judgments/Injunctions.

2. **Settlement Amount.** As reflected in the 3taps Judgment/Injunction, the 3taps Defendants shall pay craigslist \$1,000,000.00. Of the \$1,000,000.00, the 3taps Defendants shall pay:

(i) \$100,000.00 within five (5) days after entry of the 3taps Judgment/Injunction. In the event the 3taps Defendants are unable to pay the \$100,000.00 in this timeframe, interest will begin to accrue at that time at the statutory legal rate of 10% per annum under Cal. Code Civ. Proc. § 685.010, *et seq.*

(ii) The remaining \$900,000.00 within ninety (90) days after entry of the 3taps Judgment/Injunction. In the event the 3taps Defendants are unable to pay the \$900,000.00 in this timeframe, interest will begin to accrue at that time at the statutory legal rate of 10% per annum under Cal. Code Civ. Proc. § 685.010, *et seq.*

Contingent upon the 3taps Defendants' full payment of \$1,000,000.00 to craigslist, craigslist agrees to donate \$100,000.00 per year starting in December 2015, to the Electronic Frontier Foundation ("EFF") for ten (10) years thereafter, with all funds designated for advocacy on behalf of the general public that addresses government action or inaction.

Upon full payment of the \$1,000,000.00 to craigslist, the 3taps Defendants will pay \$500,000.00 to PadMapper on terms mutually agreeable to 3taps and PadMapper.

3. Transfer of Domain Names. The 3taps Defendants warrant and represent that one or more of them has full and clear title in and to the craiggers.com domain name referenced in the 3taps Judgment/Injunction (the "Domain Name"). As of the Effective Date, the 3taps Defendants hereby assign and otherwise transfer to craigslist all rights, title (including ownership), interest in and to the Domain Name, together with any and all goodwill associated therewith and appurtenant thereto, including without limitation the right to sue and collect damages and/or profits for any and all past, present and future infringement and other unauthorized use of the Domain Name by any person or entity not a party to this Agreement. The 3taps Defendants further agree that, within five (5) days after the Effective Date, the 3taps Defendants shall provide craigslist with the necessary authorization code(s) and any additional information necessary to allow craigslist to transfer registration of the Domain Name from the 3taps Defendants to craigslist.

4. No Challenge.

(a) The Settling Defendants will never, at any time after the Effective Date and through the end of time, whether acting alone or with or through other persons or entities, and regardless of whether acting on their own behalf or on the behalf of others, oppose, seek cancellation of, object to, challenge the strength or validity of, or otherwise attack any of craigslist's registered trademarks, copyrights or domain names ("Intellectual Property") that exist on or before the Effective Date.

(b) The Settling Defendants waive their right to appeal the Judgments/Injunctions and agree that they will never attack, challenge or contest its enforceability or validity, or the enforceability or validity of any of its terms, in any subsequent proceeding; provided, however, that they retain the right in a subsequent proceeding to argue that certain conduct does not fall within the scope of activity covered by the Judgments/Injunctions.

(c) The Parties are each free to disclose the terms and conditions of this Agreement.

5. Scope of Agreement. This Agreement applies on a worldwide basis.

6. Mutual Releases.

(a) Except for the rights and obligations contained in this Agreement and in the Judgments/Injunctions, craigslist releases and forever discharges the Settling Defendants and their employees, officers, directors, and attorneys from any and all manner of causes of actions, suits, proceedings, debts, contracts, judgments, damages, costs, claims and demands of any kind (“Claims”), whether in law, equity or otherwise, which they have ever had, now have or may have in the future, arising on or before the Effective Date from the conduct at issue in the Action or other conduct known to craigslist as of the Effective Date, including all claims and counterclaims alleged in the Action. For the avoidance of doubt, this release does not encompass Defendant Brian Niessen or any contractors or other third party individuals or entities from whom the Settling Defendants have sourced, acquired, or received content from craigslist’s website or computer systems.

(b) The Settling Defendants hereby release and forever discharge craigslist and its employees, officers, directors, and attorneys from any and all Claims, whether in law, equity or otherwise, which they ever had, now have or may have in the future, arising on or before the Effective Date from the conduct at issue in the Action or other conduct known to the Settling Defendants as of the Effective Date, including all claims and counterclaims alleged in the Action.

(c) For the avoidance of doubt, the Parties do not release claims for breach of this Agreement or the enforcement of the Judgments/Injunctions.

(d) It is the intention of the Parties that this Agreement shall be effective as a full and final release of all of the Claims released in sections 6(a) and 6(b) above, subject to the terms of this Agreement, whether the full facts and circumstances relating to the Claims are known or unknown. In furtherance thereof, the Parties, for themselves and their respective predecessors, successors and assigns and all persons acting by, through, under, or in concert with any of them, acknowledge that they have been advised by legal counsel of their own choosing concerning this Agreement, and are familiar with, the provisions of California Civil Code Section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which if known by him or her must have materially affected his or her settlement with the debtor.

Each of the Parties hereby expressly waives and relinquishes any and all rights and benefits vis-à-vis the Parties released hereunder, which he, she or it has or may have under section 1542 of the Civil Code, with respect to the Claims released in sections 6(a) and 6(b) above. Each of the Parties acknowledges that he, she or it is aware that he, she or it or his, her or its attorneys may hereafter discover facts different from or in addition to those which the Parties or their respective attorneys now know or believe to be true with respect to the claims, demands, debts, liabilities, accounts, obligations, and causes of action of every kind flowing from the

foregoing released Claims, and they each agree that the release so given shall be and remain in effect as a full and complete release of the Parties released thereby notwithstanding any such different or additional facts, subject to the terms of this Agreement.

7. Costs and Attorneys' Fees. The Parties shall each be responsible for their own attorneys' fees, costs, and expenses incurred by them prior to the Effective Date in connection with the Action, including the preparation, negotiation and drafting of this Agreement, and waive any and all claims against the other Parties for the recovery of the same.

8. Inurement. The Parties agree that this Agreement shall inure to the benefit of, and be binding upon, each of the Parties and their respective affiliates, predecessors, successors and assigns, and the agents and other authorized representatives, shareholders, officers, directors, employees, insurers, heirs, executors, trustees, partners, and joint venturers of any of the foregoing. As used herein, "affiliates" means any person or entity, who/which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under the common control with, either of the Parties hereto.

9. Governing Law and Venue; Future Disputes. This Agreement shall be deemed executed and delivered in the State of California, and, unless and except to the extent governed by the Federal laws of the United States, shall be construed and governed solely by the internal laws of the State of California, without regard to California's conflict of laws provisions. The Parties submit to the personal jurisdiction and venue of the Federal and State courts of San Francisco County, California, for resolution of any dispute arising out of or related to this Agreement. In the event that any action is instituted that arises out of or relates to this Agreement, the Parties are permitted to use all materials from the Action that they are otherwise permitted to maintain in their files pursuant to the Stipulated Protective Order Governing Confidentiality (including discovery and deposition materials) in that later-filed action, and the prevailing Party will be entitled, in addition to any other available remedies, to recover reasonable attorneys' fees and costs, expenses and pre- and post-judgment interest.

10. Severability. It is the belief of the Parties that this Agreement does not contain any provision contrary to law. However, if any part of this Agreement shall be determined to be illegal, invalid, or unenforceable: (a) that part shall nevertheless be enforced to the extent permissible in order to effect the intent of the Parties; and (b) the remaining parts shall be deemed valid and enforceable, so long as the remaining parts continue to fulfill the original intent of the Parties.

11. No Waiver. No delay or failure by either Party to exercise its rights under this Agreement shall be construed to be a waiver thereof, unless memorialized by written instrument signed by both Parties. The agreed waiver of any covenant, condition, or agreement to be performed hereunder shall not be construed to be a continuing waiver of the same covenant, condition or agreement or the waiver of a different covenant, condition or agreement. Furthermore, the agreed waiver of any breach of this Agreement shall not be considered to be the agreed waiver of a different or subsequent such breach.

12. Integration. This Agreement, including the Judgments/Injunctions incorporated herein, constitutes the entire agreement between the Parties, and supersedes any and all prior or contemporaneous agreements, promises, representations, or understandings, written or oral,

between them relating to the subject matter of this Agreement. No other agreements, promises, representations, or understandings shall be binding upon the Parties with respect to this subject matter unless contained in this Agreement, or separately agreed to in writing and signed by an authorized representative of each of the Parties.

13. Amendment. No amendment, modification, or addition to this Agreement shall be valid unless it is in a writing executed by the Parties.

14. Duty of Cooperation. The Parties shall at all times fully cooperate with each other and shall cause their respective agents and attorneys to cooperate in a prompt and timely manner in connection with the performance of all obligations of the Parties under this Agreement. The Parties shall execute and deliver such additional documents or certificates, and take such further action, as may be necessary or otherwise reasonably requested of them to fully perform the provisions of this Agreement.

15. Representations. The Parties each represent that: (a) this Agreement is freely and voluntarily entered into, and that each of the Parties has had an opportunity to consult with counsel with respect to the advisability of entering into this Agreement; (b) no promise, inducement, or agreement not contained in this Agreement has been made on any subject in connection with this Agreement; (c) each Party has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining thereto as it deems necessary; (d) each Party's signatory to this Agreement is fully authorized to execute this Agreement on its behalf; (e) each Party has all necessary power and authority to enter into the releases contained herein; (f) no Claim or cause of action that is herein released has been sold, assigned or transferred; and (g) the Parties jointly participated in the drafting of this Agreement, with the result that any ambiguity contained therein shall not be interpreted or construed against either Party as the drafter thereof.

16. Notices and Service of Process. Any and all notices, demands or requests required or permitted to be given under this Agreement shall be given in writing and sent by registered or certified mail, return receipt requested, or by hand or overnight delivery, with a copy sent via email, to the addresses below. The Parties agree that service of process and service of a summons related to any disputes between the Parties can be served via these notice provisions.

If to craigslist:
Jim Buckmaster
craigslist
222 Sutter St.
San Francisco, CA 94108

If to 3taps:
Greg Kidd
66 Starbuck Drive
Muir Beach, CA 94965
gregkidd@gmail.com

With a copy to:
Jason Yurasek
The JY Firm
6 Boston Ship PLZ
San Francisco, CA 94111
jason@thejyfirm.com

With a copy to:
Jack P. DiCanio
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, CA 94301-1908
Jack.DiCanio@skadden.com

and

Perry Viscounty
Latham & Watkins LLP
140 Scott Drive
Menlo Park, CA 94025
perry.viscounty@lw.com

If to PadMapper:
Eric Dementhon
1600 Villa St., #315
Mountain View, CA 94041
eric@padmapper.com

With a copy to:
Venkat Balasubramani
800 Fifth Ave, Suite 4100
Seattle, WA 98104
venkat@focalllaw.com

If to Hard Yaka:
Greg Kidd
66 Starbuck Drive
Muir Beach, CA 94965
gregkidd@gmail.com

With a copy to:
Jack P. DiCanio
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, CA 94301-1908
Jack.DiCanio@skadden.com

If to Greg Kidd:
Greg Kidd
66 Starbuck Drive
Muir Beach, CA 94965
gregkidd@gmail.com

With a copy to:
Jack P. DiCanio
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue
Palo Alto, CA 94301-1908
Jack.DiCanio@skadden.com

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. For purposes of execution, facsimile signatures and signature pages sent through electronic mail shall be considered effective and binding.

[INTENTIONALLY LEFT BLANK]

AGREED TO AND ACCEPTED:

craigslist, Inc.

By: 

Name: Jim Buckmaster

Title: CEO

PadMapper Inc.

By: _____

Name: Eric Dementhon

Title: CEO

3taps, Inc.

By: _____

Name: Robert G. Kidd

Title: CEO

Robert G. Kidd

Hard Yaka, Inc.

By: _____

Name: Robert G. Kidd

Title: CEO

AGREED TO AND ACCEPTED:

craigslist, Inc.

By: _____

Name: Jim Buckmaster

Title: CEO

PadMapper, Inc.

By: Eric DeMenthon

Name: Eric Dementhon

Title: CEO

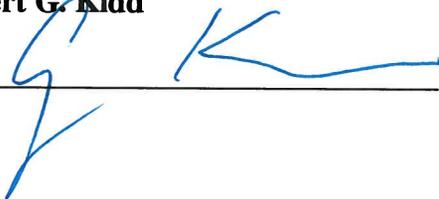
3taps, Inc.

By: 

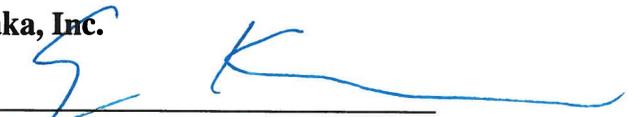
Name: Robert G. Kidd

Title: CEO

Robert G. Kidd



Hard Yaka, Inc.

By: 

Name: Robert G. Kidd

Title: CEO

EXHIBIT A

Form of Stipulated Final Judgment and Permanent Injunction Against 3taps Defendants

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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

CASE NO. CV12-03816 CRB

**[PROPOSED] FINAL JUDGMENT AND
PERMANENT INJUNCTION AGAINST:**

- (1) 3TAPS, INC.,**
- (2) HARD YAKA, INC., and**
- (3) ROBERT G. KIDD**

AND RELATED COUNTERCLAIMS

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, pursuant to stipulation of Plaintiff craigslist, Inc. (“craigslist”), on the one hand, and Defendants 3taps, Inc. (“3taps”), Hard Yaka, Inc., Robert G. Kidd (collectively, “Defendants”) that:

I. Final Judgment

Judgment is entered in favor of craigslist against Defendants, jointly and severally, in the amount of \$1,000,000.00.

II. Injunction

Defendants and their respective current and future officers, agents, servants, employees,

1 and other persons who are in active concert or participation with them (collectively, the
2 “Prohibited Parties”), are ordered and enjoined as follows:

- 3 A. Within one day (1) day of the entry of this Order, the Prohibited Parties will
4 forever cease access to and/or any use of, including but not limited to
5 reproducing, transmitting, displaying, framing, including, disseminating,
6 publishing, distributing, or giving away (“Access and Use”), any content,
7 including but not limited to user-generated postings, advertisements,
8 information, data, images, messages, or emails, that has been submitted to,
9 posted on, or transmitted via any craigslist website, service, or computer server,
10 including, but not limited to *craigslist.org* (“craigslist Content”). For the
11 avoidance of doubt, this prohibition includes, but is not limited to, craigslist
12 Content that a third party, including without limitation a third party located
13 outside U.S. jurisdiction, has obtained from (i) any craigslist website, service, or
14 computer server, or (ii) any other party, or series of parties, that itself or
15 themselves obtained craigslist Content from any craigslist website, service or
16 computer server.
- 17 B. The prohibition on Access and Use of craigslist Content includes: 1) direct
18 Access and Use by the Prohibited Parties; and 2) indirect Access and Use via a
19 third party, intermediary, or proxy, including but not limited to any search engine
20 or participant in crowd sourcing of craigslist Content. The prohibition covers all
21 Access and Use by the Prohibited Parties and provides no exceptions, including
22 but not limited to a claim of fair use or implied license.
- 23 C. The Prohibited Parties are also permanently prohibited from:
- 24 (1) directly or indirectly downloading, harvesting, obtaining, or copying
25 craigslist Content by any means whatsoever, including but not limited to
26 robots, spiders, scrapers, or crawlers;
- 27 (2) directly or indirectly displaying, framing, including, disseminating,
28 publishing, distributing, selling, giving away, or otherwise presenting or

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making available to any person or entity, or facilitating same, any craigslist Content;

- (3) 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 craigslist Content;
- (4) 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), whether through use of multiple IP addresses or any other means;
- (5) directly or indirectly infringing any of craigslist’s copyrighted materials;
- (6) 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 email 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. or (ii) any commercial electronic mail message to email addresses known to have been acquired or harvested from any craigslist website;
- (7) engaging in the purchase, acquisition, collection, harvest, sale, transfer, transmission, distribution, trade, or display of craigslist users’ postings, names, locations, addresses, email addresses, phone numbers, contact

1 information, screen names or other user information, taken from any
2 craigslist website, service, or computer server, including, but not limited to
3 *craigslist.org*, or lists thereof; and

4 (8) directly or indirectly using (other than fair use or nominative fair use, such
5 as for purposes of commentary), any craigslist trademark or trade dress, or
6 applying for, or registering any mark, trade name, trade dress, company
7 name, domain name, website username, or url that contains any craigslist
8 trademark or misspelling of any craigslist trademark, or that is confusingly
9 similar to any craigslist trademark; and from using or acquiring any
10 Twitter handle, email address, avatar, domain name, social media user
11 name, or other asset of any kind that contains or suggests the words
12 “craig,” “craigslist,” or anything similar.

13 D. Within seven (7) days of the entry of this Order, 3taps will assign and otherwise
14 transfer to craigslist all rights, title (including ownership), and interest in and to
15 the craiggers.com domain name.

16 E. Within thirty (30) days of the entry of this Order, the Prohibited Parties shall
17 permanently delete or destroy any craigslist Content, regardless of whether
18 obtained directly or indirectly, whether stored in electronic form or otherwise, in
19 their possession, custody, or control. craigslist may retain a third party digital
20 forensics firm (“Forensics Firm”) to certify to the destruction of the craigslist
21 Content from Defendants’ computer systems and files. Defendants will provide
22 the Forensics Firm with all necessary access for such a certification within
23 fifteen (15) days of the entry of this Order.

24 F. Notwithstanding the foregoing, any individuals who are Prohibited Parties are
25 permitted to make limited personal, non-commercial use of the craigslist website,
26 in full compliance with the craigslist Terms of Use in effect at that time, for the
27 purchase and sale of goods and services. This use is limited as follows:

28 (i) no more than ten (10) postings per month per individual; and

1 (ii) no more than twenty (20) visits to the website per month per individual,
2 with each visit not to exceed one (1) hour.

3 G. To the extent craigslist has reason to believe that any Defendant has violated any
4 provision herein, craigslist will provide such Defendants notice and fifteen (15)
5 days to cure before seeking to enforce this Injunction.

6 **III. Monitoring Compliance**

7 It is further ORDERED that the Prohibited Parties shall:

8 A. Take reasonable steps sufficient to monitor and ensure that all persons within their
9 control or employment (whether as independent contractors, employees, agents,
10 partners or in some other capacity) comply with this Order, including but not
11 limited to providing a copy of this Order to any person within their control or
12 employment and requesting that such person adhere to its terms; and

13 B. Take all reasonable corrective action with respect to any individual within their
14 control or employment whom any Prohibited Party determines is not in
15 compliance with the terms of this Order, which may include training, disciplining,
16 and/or terminating such individual, and notifying craigslist promptly in writing of
17 the underlying conduct.

18 **IV. Dismissal of Defendants' Counterclaims With Prejudice**

19 Defendants' counterclaims are dismissed with prejudice.

20 **V. Retention of Jurisdiction**

21 It is further ORDERED that this Court shall retain jurisdiction of this matter in law and
22 equity for purposes of enforcing and/or adjudicating claims of violations of this Order or of
23 disputes arising in connection with the Settlement Agreement entered by the parties hereto. Any
24 such matters shall be raised by noticed motion. The Court finds that the above-referenced
25 stipulation of the Parties includes a waiver of the right to appeal the entry of this Order and a
26 waiver of the right to contest the validity of any clause, term, or provision herein in any
27 subsequent proceeding, and enters the Order on that basis; provided, however, that if for any
28 reason any clause, term, or provision herein is deemed unlawful or invalid, the remaining

1 clauses, terms and provisions shall remain in full force and effect.

2 IT IS SO ORDERED.

3 Dated: _____

4 Honorable Charles R. Breyer

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EXHIBIT B

Form of Stipulated Final Judgment and Permanent Injunction Against PadMapper

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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

CASE NO. CV12-03816 CRB

**[PROPOSED] FINAL JUDGMENT AND
PERMANENT INJUNCTION AGAINST
PADMAPPER, INC.**

AND RELATED COUNTERCLAIMS

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, pursuant to stipulation of Plaintiff craigslist, Inc. (“craigslist”) and PadMapper, Inc. (“PadMapper”), that:

I. Final Judgment

Judgment is entered in favor of craigslist against PadMapper.

II. Injunction

PadMapper and its current and future officers, agents, servants, employees, and other persons who are in active concert or participation with it or individuals within its control (collectively, the “Prohibited Parties”), are ordered and enjoined as follows:

A. Effective immediately upon the entry of this Order, the Prohibited Parties shall not display, frame, include, or post on any website owned or controlled by the

1 Prohibited Parties, including but not limited to *padmapper.com* (the “PadMapper
2 Websites”), any new “craigslist Content” (defined below) that was not displayed,
3 framed, included, or posted on the PadMapper Websites prior to the entry of this
4 Order.

5 B. Within fourteen (14) days of the entry of this Order, the Prohibited Parties will
6 forever cease access to and/or any use of, including but not limited to
7 reproducing, transmitting, displaying, framing, including, disseminating,
8 publishing, distributing, or giving away (“Access and Use”), any content,
9 including but not limited to user-generated postings, advertisements,
10 information, data, images, messages, or emails, that has been submitted to,
11 posted on, or transmitted via any craigslist website, service, or computer server,
12 including, but not limited to *craigslist.org* (“craigslist Content”). For the
13 avoidance of doubt, this prohibition includes, but is not limited to, craigslist
14 Content that a third party, including without limitation a third party located
15 outside U.S. jurisdiction, has obtained from (i) any craigslist website, service, or
16 computer server, or (ii) any other party, or series of parties, that itself or
17 themselves obtained craigslist Content from any craigslist website, service or
18 computer server.

19 C. The prohibition on Access and Use of craigslist Content includes: 1) direct
20 Access and Use by the Prohibited Parties; and 2) indirect Access and Use via a
21 third party, intermediary, or proxy, including but not limited to any search engine
22 or participant in crowd sourcing of craigslist Content. The prohibition covers all
23 Access and Use by the Prohibited Parties and provides no exceptions, including
24 but not limited to a claim of fair use or implied license.

25 D. The Prohibited Parties are also permanently prohibited from:
26 (1) directly or indirectly downloading, harvesting, obtaining, or copying
27 craigslist Content by any means whatsoever, including but not limited to
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- robots, spiders, scrapers, or crawlers;
- (2) directly or indirectly displaying, framing, including, disseminating, publishing, distributing, selling, giving away, or otherwise presenting or making available to any person or entity, or facilitating same, any craigslist Content;
- (3) 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 craigslist Content;
- (4) 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), whether through use of multiple IP addresses or any other means;
- (5) directly or indirectly infringing any of craigslist’s copyrighted materials;
- (6) 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 email 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. or (ii) any commercial electronic mail message to email addresses known to have been acquired or harvested from any

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craigslist website;

- (7) engaging in the purchase, acquisition, collection, harvest, sale, transfer, transmission, distribution, trade, or display of craigslist users’ postings, names, locations, addresses, email addresses, phone numbers, contact information, screen names or other user information, taken from any craigslist website, service, or computer server, including, but not limited to *craigslist.org*, or lists thereof; and
- (8) directly or indirectly using, other than fair use, any craigslist trademark or trade dress, or applying for, or registering any mark, trade name, trade dress, 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; and from using or acquiring any Twitter handle, email address, avatar, domain name, social media user name, or other asset of any kind that contains or suggests the words “craig,” “craigslist,” or anything similar.

E. The Prohibited Parties shall make their best efforts to permanently delete or destroy any craigslist Content, regardless of whether obtained directly or indirectly, whether stored in electronic form or otherwise, in their possession, custody, or control within sixty (60) days of the entry of this Order. In any event, such deletion and destruction shall be completed within ninety (90) days of the entry of this Order. craigslist may, at its sole expense, retain a third party digital forensics firm (“Forensics Firm”) to certify to the destruction of the craigslist Content from PadMapper’s computer systems and files. The Forensics Firm shall enter into a confidentiality agreement reasonably acceptable to PadMapper, requiring the Forensics Firm to keep all information generated from an audit strictly confidential, except facts solely related to PadMapper’s obligation to delete or destroy under this paragraph E. PadMapper will provide the Forensics

1 Firm with all necessary access for such a certification between 90 and 100 days
2 after the entry of this Order.

3 F. Notwithstanding the foregoing, any individuals who are Prohibited Parties are
4 permitted to make limited personal, non-commercial use of the craigslist website,
5 in full compliance with the craigslist Terms of Use in effect at that time, for the
6 purchase and sale of goods and services. This use is limited as follows:

7 (i) no more than ten (10) postings per month per individual; and

8 (ii) no more than twenty (20) visits to the website per month per individual,
9 with each visit not to exceed one (1) hour.

10 G. To the extent craigslist has reason to believe that any of the Prohibited Parties
11 have violated any provision herein, craigslist will provide such Prohibited Parties
12 notice and fifteen (15) days to cure before seeking to enforce this Injunction.

13 **III. Monitoring Compliance**

14 It is further ORDERED that the Prohibited Parties shall:

15 A. Take reasonable steps sufficient to monitor and ensure that all persons within their
16 control or employment (whether as independent contractors, employees, agents,
17 partners or in some other capacity) comply with this Order, including but not
18 limited to providing a copy of this Order to any person within their control or
19 employment and requesting that such person adhere to its terms; and

20 B. Take all reasonable corrective action with respect to any individual within their
21 control or employment whom any Prohibited Party determines is not in
22 compliance with the terms of this Order, which may include training, disciplining,
23 and/or terminating such individual, and notifying craigslist promptly in writing of
24 the underlying conduct.

25 **IV. Dismissal of PadMapper's Counterclaims With Prejudice**

26 PadMapper's counterclaims are dismissed with prejudice.
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1 **V. Retention of Jurisdiction**

2 It is further ORDERED that this Court shall retain jurisdiction of this matter in law and
3 equity for purposes of enforcing and/or adjudicating claims of violations of this Order or of
4 disputes arising in connection with the Settlement Agreement entered by the parties hereto. Any
5 such matters shall be raised by noticed motion. The Court finds that the above-referenced
6 stipulation of the Parties includes a waiver of the right to appeal the entry of this Order and a
7 waiver of the right to contest the validity of any clause, term, or provision herein in any
8 subsequent proceeding, and enters the Order on that basis; provided, however, that if for any
9 reason any clause, term, or provision herein is deemed unlawful or invalid, the remaining
10 clauses, terms and provisions shall remain in full force and effect.

11 IT IS SO ORDERED.

12 Dated: _____

Honorable Charles R. Breyer

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