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9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA

11  
12 CRAIGSLIST, INC., a Delaware  
corporation,

13 Plaintiff,

14 v.

15 3TAPS, INC., a Delaware corporation;  
16 PADMAPPER, INC., a Delaware  
corporation; and Does 1 through 25,  
17 inclusive,

18 Defendants.

CV 12 3816  
Case No.

COMPLAINT FOR:

LB

- (1) Copyright Infringement
- (2) Contributory Copyright Infringement
- (3) Breach of Contract
- (4) Federal Trademark Infringement
- (5) Federal False Designation of Origin
- (6) Federal Dilution of a Famous Mark
- (7) Federal Cyberpiracy Prevention
- (8) California Trademark Infringement
- (9) Common Law Trademark Infringement
- (10) California Unfair Competition

DEMAND FOR JURY TRIAL

ORIGINAL

1 Plaintiff craigslist, Inc. (“craigslist”), by and through its undersigned counsel, for its  
2 Complaint against Defendants 3Taps, Inc. (“3Taps”) and PadMapper, Inc. (“PadMapper”), asserts  
3 as follows.

#### 4 INTRODUCTION

5 1. craigslist provides local community classifieds, largely without charge and free  
6 from third-party advertising and marketing. Many tens of millions of users rely on these unique  
7 marketplaces for finding and/or offering basic necessities in their local area, such as employment,  
8 housing, transportation, used goods, services, romance, friendship, and community information.

9 2. For their own commercial benefit, Defendants 3Taps and PadMapper are  
10 unlawfully and unabashedly mass-harvesting and redistributing postings entrusted by craigslist  
11 users to their local craigslist sites. This exploitation of craigslist content undermines the integrity  
12 of local craigslist communities, ultimately harming both craigslist and its users.

13 3. 3Taps, for example, boasts that it mass copies tens of millions of postings from  
14 craigslist in “real time” and stores them in its own database. 3Taps makes this misappropriated  
15 content available via an “Application Programming Interface” (API) to whomever and on  
16 whatever terms 3Taps chooses. All the original and often highly personal content craigslist users  
17 entrust to their local craigslist sites, along with their contact information, is thereby made  
18 available to all manner of for-profit entities to copy, repurpose, redisplay, redistribute, surround  
19 with advertisements, expose to non-local audiences, subject to marketing come-ons, disturb with  
20 unsolicited communications, and otherwise exploit commercially.

21 4. Using its own API, 3Taps operates trademark-infringing craiggers.com, which  
22 unlawfully redisplay and facilitates national searches of craigslist’s local content, thereby  
23 undermining the essential locality of craigslist community sites. 3Taps also distributes an  
24 unlicensed craiggers mobile application for the iPhone that redisplay craigslist content.

25 5. In addition, 3Taps actively encourages and enables other companies to unlawfully  
26 exploit misappropriated craigslist content. Defendant PadMapper is one example. It competes  
27 with craigslist unfairly by offering an apartment search service at padmapper.com that is largely  
28 based upon craigslist postings acquired from 3Taps’ illegitimate store.

1           6.       The adage, “no good deed goes unpunished,” is fitting. Because craigslist has  
2 worked hard and invested heavily for many years so that its users can use its local community  
3 sites largely free of charge, and free from third-party advertising and marketing, opportunists like  
4 3Taps and PadMapper now claim craigslist’s content is “free” for them to misappropriate  
5 wholesale and commercially exploit, even for the purpose of developing rival businesses.

6           7.       Indeed, 3Taps’ founder, Greg Kidd, has openly touted 3Taps’ violation of  
7 craigslist’s rights, referring to United States copyright laws—which 3Taps and PadMapper each  
8 violate—as “artificial confines” from which craigslist’s protected content should be “liberated.”

9           8.       Defendants are wrong. craigslist provides a unique and highly valued service to its  
10 users, and has every right to limit the copying and distribution of craigslist content. Doing so  
11 protects craigslist and its community of users alike. 3Taps and PadMapper cannot usurp or  
12 misappropriate that right, particularly for their own commercial gain.

13           9.       Since the Defendants are unwilling to cease their infringing and harmful  
14 activities—indeed, each is brazenly intent on unlawfully growing its business on the back of  
15 craigslist and its users—craigslist had no choice but to commence this action.

#### 16   **JURISDICTION AND VENUE**

17           10.       This Court has federal question jurisdiction over this action under 28 U.S.C.  
18 §§ 1331 and 1338, because this action alleges violations of federal statutes, including the  
19 Copyright Act (17 U.S.C. § 101, *et seq.*) and the Lanham Act (15 U.S.C. §§ 1114 and  
20 1125(a), (c), (d)).

21           11.       This Court has supplemental jurisdiction over the remaining claims under  
22 28 U.S.C. § 1367.

23           12.       Venue is proper in this District under 28 U.S.C. § 1391, because a substantial part  
24 of the events or omissions giving rise to the claims occurred in this District.

25           13.       In addition, craigslist’s Terms of Use (“TOU”) governing all users’, and  
26 specifically, Defendants’, access to and use of the craigslist website and craigslist’s services  
27 provide that courts located within the county of San Francisco, California, shall have exclusive  
28 jurisdiction over the relationship between craigslist and Defendants.

1 14. During all relevant times, Defendants have repeatedly, knowingly, and  
2 intentionally accessed or contracted for access to craigslist servers located in this judicial district  
3 without craigslist's authorization. While accessing craigslist servers, Defendants made  
4 systematic and continuous contacts with this judicial district, and have targeted their wrongful  
5 acts at craigslist, which is headquartered in this judicial district.

6 15. This is an intellectual property action to be assigned on a district-wide basis under  
7 Civil Local Rule 3-2.

8 **THE PARTIES**

9 16. craigslist, Inc. is a Delaware corporation, with its principal place of business in  
10 San Francisco, California.

11 17. 3Taps Inc. is a Delaware corporation, with its principal place of business in San  
12 Francisco, California.

13 18. PadMapper, Inc. is a Delaware corporation, with its principal place of business in  
14 Mountain View, California.

15 19. Does 1-25 are persons or entities responsible in whole or in part for the  
16 wrongdoing alleged herein ("Doe Defendants"). craigslist is informed and believes, and based  
17 thereon, alleges that each of the Doe Defendants participated in, ratified, endorsed, or was  
18 otherwise involved in the acts complained of, and that they have liability for such acts. craigslist  
19 will amend this Complaint if and when the identities of such persons or entities and/or the scope  
20 of their actions become known.

21 **FACTS**

22 20. Founded in San Francisco, California in 1995 by Craig Newmark, craigslist began  
23 as an e-mail list for friends and co-workers to share information about events in and around the  
24 San Francisco Bay Area. It grew over time in size and scope, and became the world's largest  
25 online forum for free local classified advertising and community discussions.

26 21. Today craigslist ranks third among American Internet companies for web traffic  
27 (after Facebook and Google), and is in the top ten worldwide, with hundreds of billions of page  
28

1 views served annually. More than 60 million Americans visit craigslist each month, and they  
2 collectively post several hundred million classified ads each year.

3 22. craigslist continues to maintain its headquarters in San Francisco, California. San  
4 Francisco is the center of craigslist's operations.

5 23. The greater Bay Area, and specifically San Francisco, remains one of the largest  
6 and most active communities of craigslist users.

7 **A. The craigslist Classified Ad Service.**

8 24. craigslist enables authorized users to post localized classified advertising on its  
9 website.

10 25. This classified ad service is organized first by geographic area, and then by  
11 category of product or service within that geographic area. The myriad categories provided by  
12 craigslist include everything from job postings, buying and selling of used goods, housing  
13 opportunities (sale, buy, rent, etc.), personals ads for friendship and romance, and a wealth of  
14 community-centric information and advice. It is literally a "one stop shop" for every sort of local  
15 classified listing and associated communication that a user may want or need.

16 26. Users post ads on craigslist by first navigating the craigslist website to the  
17 homepage for the geographic area in which they wish to post, which is generally the geographic  
18 area in which they reside. From that homepage, a user seeking to post an ad must click a link  
19 titled "post to classifieds."

20 27. Users choose the type of posting they want to place from a list designed and  
21 presented by craigslist for that geographic area (for example, job offered, housing offered,  
22 housing wanted, for sale, item wanted, personal/romance, or community). A yellow highlighted  
23 notice at the top of this webpage reminds users, as stated in the TOU, that "cross-posting to  
24 multiple cities or categories is not allowed." craigslist requires this in its TOU in order to keep  
25 craigslist as user-friendly as possible—otherwise identical postings would appear numerous times  
26 throughout the site in categories and in geographic locations that do not really apply, clogging the  
27 site with postings that users do not want to view.

28

1           28.     After selecting the type of posting, the user is presented with a list of categories for  
2 posting ads in that geographic area (for example, categories under “for sale” ads include, without  
3 limitation, auto parts, bicycles, boats, collectibles, electronics, jewelry, musical instruments, and  
4 tools), and must select the appropriate category for his or her ad.

5           29.     After selecting the appropriate category, the user specifies from a list the nearest  
6 location within the geographic area, but a notice at the top of this webpage also alerts the users  
7 that “there is no need to cross-post to more than one area - doing so may get you flagged and/or  
8 blocked - thanks!”

9           30.     On the subsequent page, the user creates a unique classified ad. Ads typically  
10 include a title, description and other relevant details about whatever the user placing the ad may  
11 be offering or seeking, and often include an e-mail address for replies. Most e-mail addresses are  
12 supplied by craigslist with a unique, anonymizing proxy address to protect user anonymity.  
13 craigslist’s servers automatically forward e-mails sent to the unique proxy e-mail address to the  
14 poster’s actual e-mail account, which users provide during the posting process.

15           31.     Before craigslist posts the ad to its website, the user is required affirmatively to  
16 accept craigslist’s TOU and confirm craigslist’s exclusive rights to the user-generated content.

17           32.     If the user chooses not to accept the TOU or does not confirm craigslist’s  
18 exclusive rights to the user-generated content, the ad is not posted.

19           33.     Posted ads are listed in a product or service category by a descriptive title created  
20 by the user that posted the ad. craigslist includes a copyright notice in every post.

21           34.     craigslist registers its intellectual property, including its website and the posts  
22 contained within, under United States and foreign law to protect against unauthorized copying or  
23 distribution.

24           35.     craigslist has a program pursuant to which its user-generated content may be  
25 licensed by third-party companies that facilitate craigslist access from mobile devices. Each of  
26 these mobile application providers agrees to and is bound by important and substantial restrictions  
27 on the manner in which craigslist may be accessed its content used. Defendant PadMapper was  
28 offered a license to such content, but did not accept the terms.

1 **B. The craigslist Terms of Use.**

2 36. craigslist's TOU explain that users are granted a limited and revocable license to  
3 access and use craigslist in accordance with its terms. They state that if users "access craigslist or  
4 copy, display, distribute, perform or create derivative works from craigslist webpages or other  
5 [craigslist] intellectual property in violation of the TOU or for purposes inconsistent with the  
6 TOU, [that] access, copying, display, distribution, performance or derivative work is  
7 unauthorized."

8 37. The TOU identify specific types and examples of access and use that are  
9 unauthorized.

10 38. Any copying, aggregation, display, distribution, performance or derivative use of  
11 craigslist or any content posted on craigslist whether done directly or through intermediaries  
12 (including but not limited to by means of spiders, robots, crawlers, scrapers, framing, iframes or  
13 RSS feeds) is prohibited.

14 39. Any access to or use of craigslist to design, develop, test, update, operate, modify,  
15 maintain, support, market, advertise, distribute or otherwise make available any program,  
16 application or service that enables or provides access to, use of, operation of or interoperation  
17 with craigslist is prohibited.

18 40. Any activities (including but not limited to posting voluminous content) that are  
19 inconsistent with use of craigslist in compliance with the TOU or that may impair or interfere  
20 with the integrity, functionality, performance, usefulness, usability, signal-to-noise ratio or quality  
21 of all or any part of craigslist in any manner are expressly prohibited.

22 **C. The craigslist Copyrights.**

23 41. The craigslist website is uniquely distinctive in its simplicity and efficiency.  
24 Among the significant original elements of the craigslist website are the simple and uncluttered  
25 page layout and organization, the account registration, log-in and posting features, and the clear  
26 and straightforward design of craigslist postings.

27 42. The originality, simplicity, and clarity of the craigslist website are fundamental to  
28 craigslist's reputation and garner substantial and valuable goodwill with users.

1           43.     In addition, each user-generated posting on the craigslist website is itself an  
2 original work of creative expression, as it includes unique written descriptions of the goods or  
3 services offered for sale, for example, and often include photographs or other creative works.

4           44.     craigslist either owns or has exclusive rights to all right, title, and interest,  
5 including all copyrights, in and to its website and all portions thereof, including but not limited to  
6 the user-generated postings on its website (collectively, the "Copyrighted Works").

7           45.     craigslist's U.S. copyright registrations include Reg. Nos., TX0006866657,  
8 TX0006866658, TX0006866660, TX0006866661, and TX0006866662.

9           46.     On July 19 and 20, 2012, craigslist submitted additional applications to the  
10 Copyright Office for copyright registration.

11           47.     On July 20, 2012, prior to the filing of this Complaint, the Copyright Office  
12 confirmed its receipt of craigslist's applications.

13     **D.     The craigslist Trademarks.**

14           48.     craigslist is the owner of U.S. Registrations Nos. 2395628, 2905107, 2985065, and  
15 3008562 for the CRAIGSLIST mark, covering, *inter alia*, "[a]dvertising and information  
16 distribution services," "online interactive bulletin boards for transmission of messages among  
17 computer users concerning classified listings," and "on-line computer data bases and on-line  
18 searchable databases featuring information, classified listings and announcements." craigslist has  
19 also registered the CRAIGSLIST mark in many other countries throughout the world.

20           49.     The CRAIGSLIST mark has been used in commerce by craigslist since 1995.  
21 craigslist's use has been substantially continuous and exclusive. craigslist therefore owns  
22 common law rights in the CRAIGSLIST mark.

23           50.     craigslist has attained strong name recognition in the CRAIGSLIST mark. The  
24 mark has come to be associated with craigslist and identifies craigslist as the source of  
25 advertising, information, bulletin board, database, and other services offered in connection with  
26 the mark.

27           51.     The CRAIGSLIST mark appears repeatedly in every single craigslist post, and  
28 throughout nearly every page on its websites, worldwide.



1 52. craigslist has also developed substantial goodwill in the CRAIGSLIST mark.

2 53. The CRAIGSLIST mark is among craigslist's most important and valuable assets.

3 **E. The Defendants' Unlawful Activities.**

4 **a. 3Taps.**

5 54. 3Taps' sole business appears to be copying and capitalizing upon all of craigslist's  
6 protected content.

7 55. 3Taps apparently formed initially with the idea of creating a resource to aggregate  
8 data from a variety of sources. Its original website, for example, identifies craigslist as just one of  
9 the companies whose data 3Taps intended to copy:



16 Figure 1  
17 (3taps.com, July 2011)

18 56. Recently, however, 3Taps changed its entire focus to profiting from the unlawful  
19 distribution of content from craigslist, and has modified its website accordingly:



25 Figure 2  
26 (3taps.com, July 19, 2012)

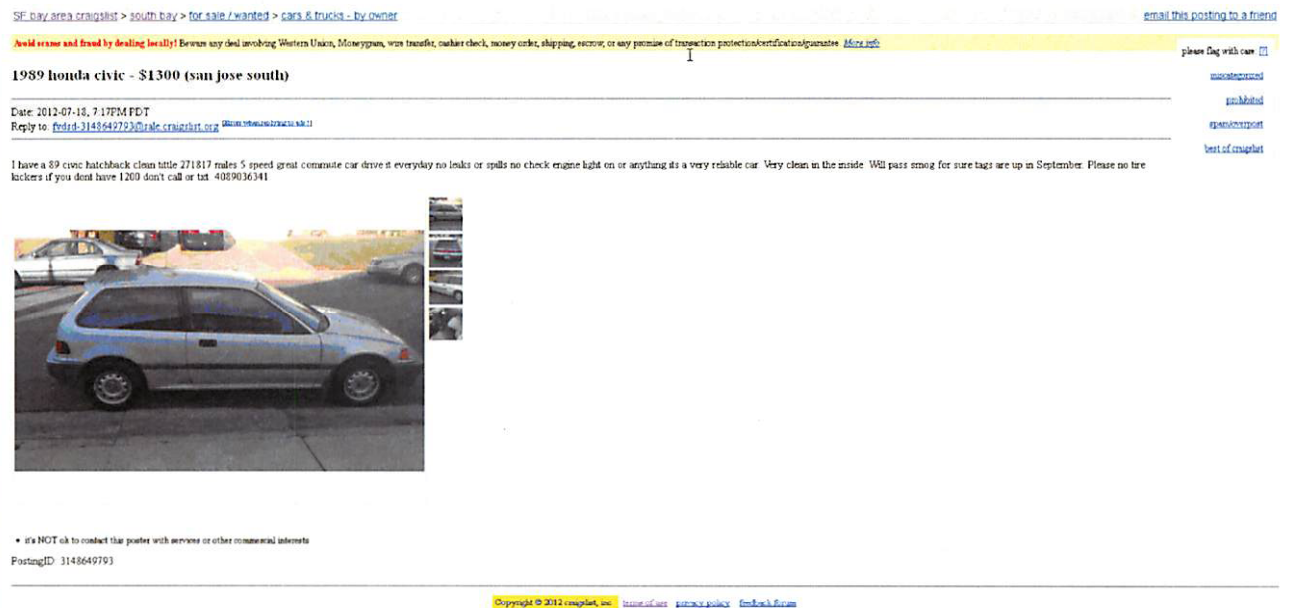
27 57. As suggested by its website, 3Taps copies all of craigslist's content—  
28

1 including time stamps and unique craigslist user ID numbers—and makes it available to third  
 2 parties for use in competing websites or, for whatever other purpose they wish. On information  
 3 and belief, 3Taps is obtaining this content by improperly accessing craigslist’s website and  
 4 “scraping” content.

5 58. 3Taps expressly claims to offer a “One-Stop Craigslist API” for third parties to  
 6 access craigslist content, where craigslist has specifically chosen not to do so, thus usurping  
 7 craigslist’s exclusive right to offer an API and control the distribution of its content.

8 59. In addition, 3Taps’ craiggers.com website is built upon the API created by 3Taps  
 9 and essentially replicates the entire craigslist website.

10 60. The craiggers website displays craigslist’s copyrighted content in virtually  
 11 identical visual fashion to the manner in which they appear on craigslist:



22 Figure 3  
 23 (craigslist.org, July 18, 2012)  
 24  
 25  
 26  
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Wed Jul 18 2012 19:17:00 GMT-0700 (Pacific Daylight Time)  
reply to: [fvdsd-3148649793@sale.craigslist.org](mailto:fvdsd-3148649793@sale.craigslist.org)

MESSAGE ME

forsale cars & trucks - all cars & trucks - by owner  
california san francisco bay area south bay san jose south

\$1,400



I have a 89 civic hatchback clean title 271817 miles 5 speed great commute car drive it everyday no leaks or spills no check engine light on or anything its a very reliable car. Very clean in the inside. Will pass smog for sure tags are up in September. Please no tire kickers if you dont have 1200 don't call or txt. 4089036341



This work (1989 honda civic by fvdsd-3148649793@sale.craigslist.org), identified by craigslist, is free of known copyright restrictions.

powered by 3taps

Figure 4  
(craiggrs.com, July 18, 2012)

61. The one distinguishable feature between craigslist's postings and the postings displayed by craiggrs is the deletion of craigslist's copyright notice and insertion in its place of a blithe and false declaration that the content misappropriated from craigslist is *not* copyrighted and is "powered by 3Taps":

• it's NOT ok to contact this poster with services or other commercial interests

PostingID: 3148649793

Copyright © 2012 craigslist, inc. [terms of use](#) [privacy policy](#) [feedback forum](#)

Figure 5  
(craigslist.org ad)



This work (1989 honda civic by fvdsd-3148649793@sale.craigslist.org), identified by craigslist, is free of known copyright restrictions.

powered by 3taps

Figure 6  
(craiggrs.com ad)

62. craiggrs does not only copy all of craigslist's posts. The craiggrs website also copies key design elements of the craigslist website. Examples include the following:



Figure 7  
(craigslist.com, July 18, 2012)

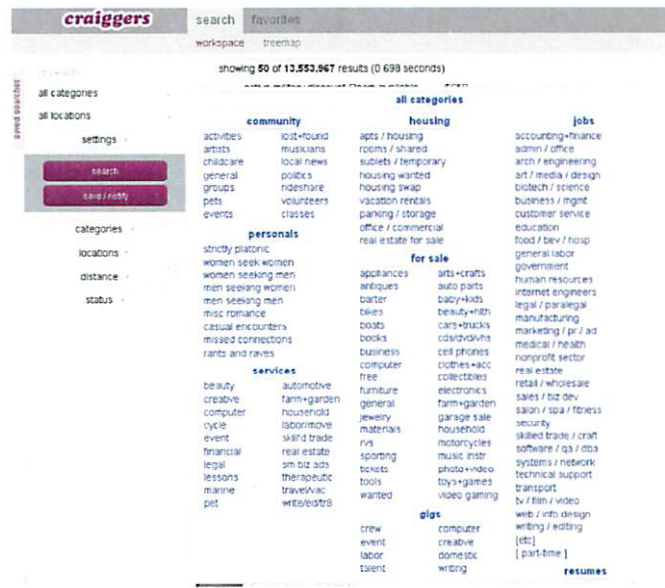


Figure 8  
(craiggers.com, July 18, 2012)

63. 3Taps also offers a craiggers mobile phone application that displays copied craigslist content.

64. By this conduct, 3Taps is engaged in the unauthorized reproduction, display, advertising, marketing, and distribution of craigslist’s copyrighted material, in violation of U.S. copyright law and craigslist’s TOU. 3Taps’ unauthorized use of craigslist’s copyrighted material is ongoing.

65. As illustrated above, 3Taps has also used the famous CRAIGSLIST mark on its website without authorization to promote its products and services on the internet in a manner likely to confuse consumers as to its association, affiliation, endorsement or sponsorship with or by craigslist and to cause dilution by blurring of the CRAIGSLIST mark by impairing the mark’s distinctiveness.

66. 3Taps also makes unauthorized use of the famous CRAIGSLIST mark in its competing craiggers website in a manner likely to confuse consumers as to its association, affiliation, endorsement or sponsorship with or by craigslist and to cause dilution by blurring of the CRAIGSLIST mark by impairing the mark’s distinctiveness.

1           67.     Examples of 3Taps' unauthorized use of the CRAIGSLIST mark on the craiggers  
2 website include the following:



3  
4  
5  
6  
7                                   Figure 9  
8                                   (craiggers.com, July 18, 2012)

9           68.     At no time has craigslist authorized or consented to 3Taps' use of the  
10 CRAIGSLIST mark or any other craigslist intellectual property.

11           69.     On March 7, 2012, craigslist informed 3Taps of its unlawful activities relating to  
12 craigslist, but since then those activities have continued unabated.

13                           **b.     PadMapper.**

14           70.     PadMapper is a direct competitor to craigslist's real estate listings services. It  
15 provides searchable real estate rental listings for cities all over the United States and in the United  
16 Kingdom. The vast majority of PadMapper's content, however, is real estate ads copied directly  
17 from craigslist.

18           71.     The PadMapper website located at padmapper.com has features for aggregating  
19 craigslist posts, favoring and saving posts and searches, and other features that craigslist prohibits  
20 on its website. It also aggregates craigslist posts with content from other sites, facilitating cross-  
21 posting of listings to craigslist.

22           72.     On information and belief, like 3Taps, PadMapper initially populated the  
23 padmapper.com website by scraping craigslist's content directly from the craigslist website.  
24 craigslist sent PadMapper a cease and desist letter explaining that PadMapper's conduct violated  
25 the law and craigslist's TOU.

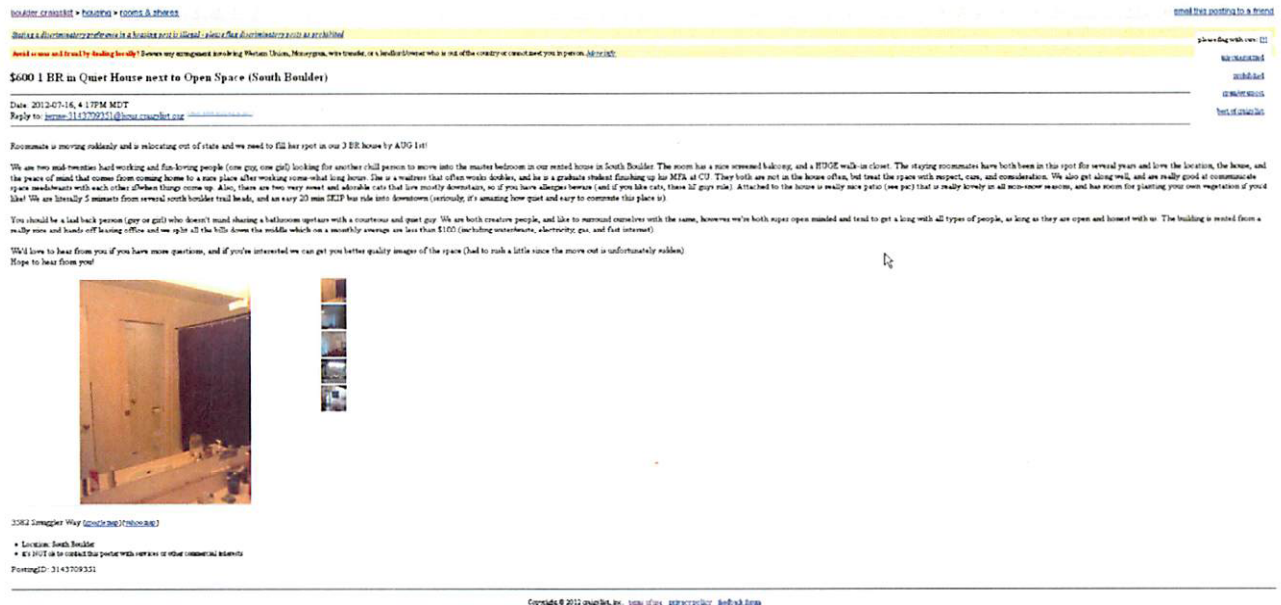
26           73.     PadMapper initially complied with the cease and desist request and stopped  
27 populating its website with craigslist content for several weeks beginning in late June 2012. The  
28

1 padmapper.com site traffic plummeted drastically, reflective of the fact that the vast majority of  
2 PadMapper's traffic is owed to craigslist's content.

3 74. Recently, however, PadMapper decided to resume utilizing craigslist content, this  
4 time obtained from 3Taps. On July 9, 2012, PadMapper announced it was "Bringing Craigslist  
5 Back" to the site.

6 75. Since that time padmapper.com has been populated largely with misappropriated  
7 craigslist content provided by 3Taps.

8 76. The craigslist postings displayed by PadMapper are identical to the craigslist  
9 postings as they appear on craigslist's website, except for the addition of a "PadMapper Bar" to  
10 the left of the ad:



21 Figure 10  
22 (craigslist.org, July 18, 2012)

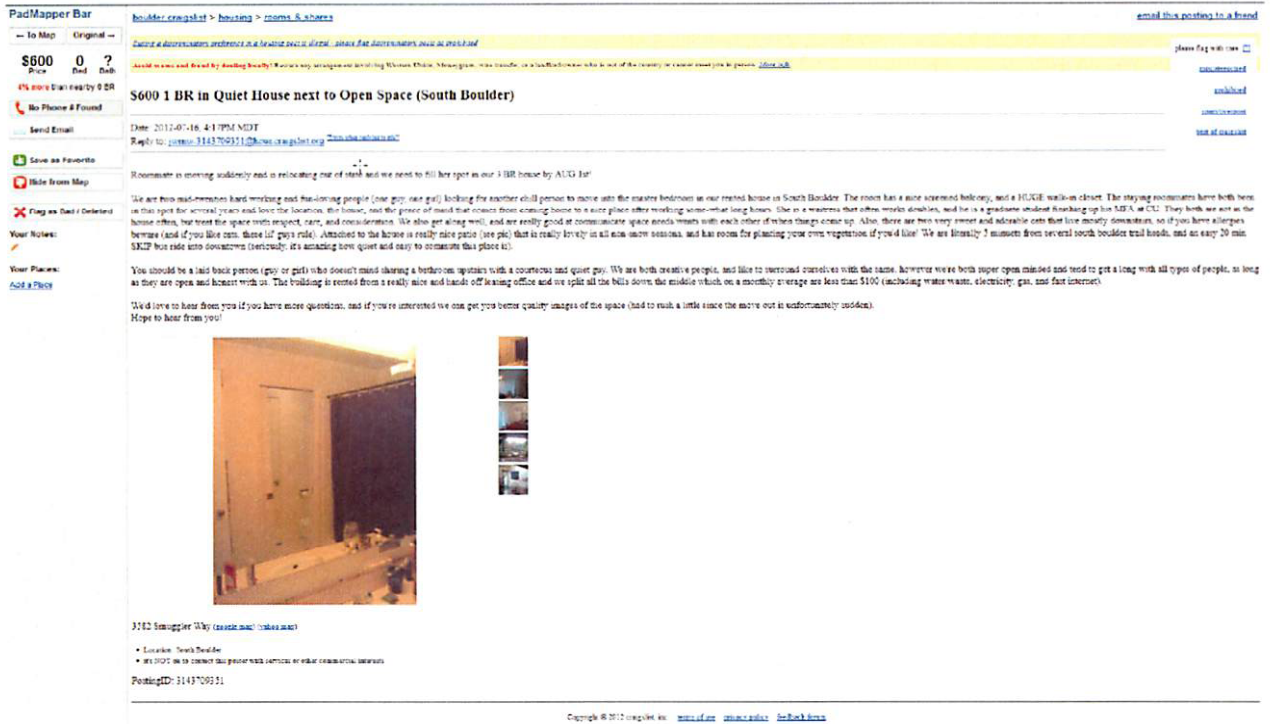


Figure 11 (padmapper.com, July 18, 2012)

77. As the above example illustrates, the craigslist copyrighted content displayed by PadMapper includes craigslist’s copyright notice.

78. PadMapper, like 3Taps, has used and continues to use the famous CRAIGSLIST mark in commerce on its website at padmapper.com, without authorization, to promote its products and services on the internet in a manner likely to confuse consumers as to its association, affiliation, endorsement or sponsorship with or by craigslist and to cause dilution by blurring of the CRAIGSLIST mark by impairing the mark’s distinctiveness.

79. At no time has craigslist authorized or consented to PadMapper’s use of the CRAIGSLIST mark or any other craigslist intellectual property.

80. On information and belief, PadMapper derives revenue from real estate listings through its PadLister service that originate separate and apart from craigslist. PadLister charges some fees now for its real estate listings service and “reserve[s] the right to charge for things that are currently free in the future.”

81. The only reason PadMapper is able to generate revenue from its PadLister service is the traffic that it generates on PadMapper from unlawfully using copied craigslist ads.

**c. Other 3Taps Subscribers.**

82. On information and belief, the number of entities accessing and utilizing 3Taps' copied craigslist content is beginning to grow rapidly.

83. At least the following 3Taps' users appear to be accessing craigslist's copyrighted content through 3Taps: cmscommander.com, coinzilla.com, craigsalert.com, corvairproject.com, jaxed.com, rentvalet.us, searchtempest.com, sittingaround.com, and snapstore.me. In addition, a number of mobile applications also appear to be accessing craigslist's copyrighted content through 3Taps, including the HuntSmartly mobile application.

84. If 3Taps' unauthorized and illegal copying and distribution of craigslist's content does not stop, then the list of entities illicitly using craigslist's content will continue to grow to the further detriment of craigslist, its website, and its users.

**FIRST CLAIM FOR RELIEF**  
**Copyright Infringement as to all Defendants**  
**17 U.S.C. § 101, et seq.**

85. craigslist realleges and incorporates by reference all of the preceding paragraphs.

86. Each of the Copyrighted Works constitutes an original work of authorship and copyrightable subject matter under the laws of the United States.

87. craigslist either owns or has exclusive rights to all right, title, and interest in and to each of the Copyrighted Works.

88. Defendants had and have access to the Copyrighted Works.

89. Defendants have copied, reproduced, prepared derivative works from, distributed copies to the public and/or displayed publicly the Copyrighted Works without the consent or authority of craigslist, thereby directly infringing craigslist's copyrights.

90. Defendants' copies, reproductions, derivative works, distributions, and displays are identical and/or substantially similar to the Copyrighted Works.

91. The foregoing acts of Defendants constitute copyright infringement of craigslist's exclusive rights in violation of Sections 106 and 501 of the Copyright Act, 17 U.S.C. §§ 106 and 501.



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92. Defendants' actions were and are intentional, willful, wanton and performed in disregard of craigslist's rights.

93. craigslist has been and will continue to be damaged, and Defendants have been unjustly enriched, by Defendants' unlawful infringement of craigslist's website in an amount to be proven at trial.

94. Defendants' conduct also has caused irreparable and incalculable harm and injuries to craigslist, and, unless enjoined, will cause further irreparable and incalculable injury, for which craigslist has no adequate remedy at law.

95. craigslist is entitled to the relief provided by 17 U.S.C. §§ 502-505, including, but not limited to, injunctive relief, an order for the impounding and destruction of all Defendants' infringing copies and/or derivative works, compensatory damages (including, but not limited to actual damages and/or Defendants' profits), statutory damages, punitive damages, and craigslist's costs and attorneys' fees in amounts to be determined at trial.

**SECOND CLAIM FOR RELIEF**  
**Contributory Copyright Infringement as to 3Taps**

96. craigslist realleges and incorporates by reference all of the preceding paragraphs.

97. 3Taps provides its users with copies and/or derivative works of the Copyrighted Works without craigslist's consent.

98. 3Taps' users then copy, reproduce, prepare derivative works from, distribute copies to the public and/or display publicly the Copyrighted Works without the consent or authority of craigslist, thereby directly infringing craigslist's copyrights.

99. 3Taps has engaged and continues to engage in the business of knowingly and systematically inducing, causing, and/or materially contributing to unauthorized copying, reproduction, preparation of derivative works from, distribution of copies to the public and/or public display of the Copyrighted Works by 3Taps users and thus to the direct infringement of the Copyrighted Works.

1           100. 3Taps' conduct constitutes contributory infringement of craigslist's copyrights and  
2 exclusive rights under copyright in the Copyrighted Works in violation of Sections 106 and 501  
3 of the Copyright Act, 17 U.S.C. §§ 106 and 501.

4           101. 3Taps' actions were and are intentional, willful, wanton and performed in  
5 disregard of craigslist's rights.

6           102. craigslist has been and will continue to be damaged, and 3Taps has been unjustly  
7 enriched, by 3Taps' unlawful infringement of the Copyrighted Works in an amount to be proven  
8 at trial.

9           103. 3Taps' conduct also has caused irreparable and incalculable harm and injuries to  
10 craigslist, and, unless enjoined, will cause further irreparable and incalculable injury, for which  
11 craigslist has no adequate remedy at law.

12           104. craigslist is entitled to the relief provided by 17 U.S.C. §§ 502-505, including, but  
13 not limited to, injunctive relief, an order for the impounding and destruction of all Defendants'  
14 infringing copies and/or derivative works, compensatory damages (including, but not limited to  
15 actual damages and/or Defendants' profits), statutory damages, punitive damages, and craigslist's  
16 costs and attorneys' fees in amounts to be determined at trial.

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18                           **THIRD CLAIM FOR RELIEF**  
                          **Breach of Contract as to all Defendants**

19           105. craigslist realleges and incorporates by reference all of the preceding paragraphs.

20           106. Use of the craigslist website and use of craigslist services are governed by and  
21 subject to the TOU.

22           107. At all relevant times, the main craigslist homepage and the homepage for each  
23 geographic region have provided links to the TOU that are prominently displayed.

24           108. craigslist users are presented with the TOU and must affirmatively accept the TOU  
25 to register for a craigslist account to post ads.

26           109. craigslist users are presented with the TOU and must affirmatively accept the TOU  
27 before they can post an ad without an account.

28

1 110. Defendants affirmatively accepted and agreed to the TOU by creating accounts  
2 and/or posting ads to craigslist.

3 111. Defendants regularly accessed the craigslist website and affirmatively accepted  
4 and agreed to the TOU to, among other things, test, design, and/or use the software that allows  
5 Defendants to provide their services.

6 112. Likewise, on information and belief, Defendants regularly accessed the craigslist  
7 website with knowledge of the TOU and its prohibitions against copying, aggregating, displaying,  
8 distributing, performing and derivative use of the craigslist website and any content posted on the  
9 craigslist website. On information and belief, despite their knowledge of this prohibition,  
10 Defendants regularly accessed the craigslist website and copied, aggregated, displayed,  
11 distributed, and made derivative use of the craigslist website and the content posted therein.

12 113. The TOU are binding on Defendants.

13 114. Defendants' actions, as described above, have willfully, repeatedly and  
14 systematically breached the TOU.

15 115. craigslist has performed all conditions, covenants, and promises required of it in  
16 accordance with the TOU.

17 116. Defendants' conduct has damaged craigslist, and caused and continues to cause  
18 irreparable and incalculable harm and injury to craigslist.

19 117. craigslist is entitled to injunctive relief, compensatory damages, liquidated  
20 damages under the TOU, attorneys' fees, costs and/or other equitable relief.

21 **FOURTH CLAIM FOR RELIEF**  
22 **Federal Trademark Infringement as to all Defendants**  
23 **15 U.S.C. § 1114**

24 118. craigslist realleges and incorporates by reference all of the preceding paragraphs.

25 119. craigslist owns U.S. Registrations Nos. 2395628, 2905107, 2985065, and 3008562  
26 for the CRAIGSLIST mark.

27 120. Defendants' use of the CRAIGSLIST mark is without the permission of craigslist.

28 121. Defendants' use of the CRAIGSLIST mark in interstate commerce constitutes a  
reproduction, counterfeit, copy, or colorable imitation of a registered trademark of craigslist in

1 connection with the sale, offering for sale, distribution, or advertising of goods or services on or  
2 in connection with which such use is likely to cause confusion or mistake, or to deceive. For  
3 example, users of Defendants' websites are likely to be confused as to whether Defendants'  
4 websites and services are associated or approved by craigslist.

5 122. As a direct and proximate result of Defendants' misconduct, craigslist has been,  
6 and will continue to be irreparably harmed, injured and damaged, and such harm will continue  
7 unless enjoined by this Court. craigslist has no adequate remedy at law and is therefore entitled  
8 to injunctive relief as set forth herein.

9 123. As a direct and proximate result of Defendants' misconduct, craigslist has suffered  
10 and is entitled to monetary relief in an amount to be proven at trial.

11 124. Defendants' misconduct has been and is knowing, deliberate, and willful.  
12 Defendants' willful use of the CRAIGSLIST mark without excuse or justification renders this an  
13 exceptional case and entitles craigslist to its reasonable attorneys' fees.

14 **FIFTH CLAIM FOR RELIEF**  
15 **Federal False Designation of Origin as to all Defendants**  
16 **15 U.S.C. § 1125(a)**

17 125. craigslist realleges and incorporates by reference all of the preceding paragraphs.

18 126. The general consuming public of the United States widely recognizes the  
19 CRAIGSLIST mark as designating craigslist as the source of services.

20 127. Defendants' unauthorized use of the CRAIGSLIST mark in interstate commerce is  
21 likely to cause confusion, deception, and mistake by creating the false and misleading impression  
22 that Defendants' products or services are provided by craigslist, associated or connected with  
23 craigslist, or have the sponsorship, endorsement, or approval of craigslist, in violation of 15  
24 U.S.C. § 1125(a). For example, users of Defendants' websites are likely to be confused as to  
25 whether Defendants' websites and services are associated or approved by craigslist.

26 128. Defendants' misconduct resulting in such likelihood of confusion, deception, and  
27 mistake will continue unless enjoined by this Court.  
28

1 129. As a direct and proximate result of Defendants’ misconduct, craigslist has been,  
2 and will continue to be irreparably harmed, injured and damaged, and such harm will continue  
3 unless enjoined by this Court. craigslist has no adequate remedy at law and is therefore entitled  
4 to injunctive relief as set forth herein.

5 130. As a direct and proximate result of Defendants’ misconduct, craigslist has suffered  
6 and is entitled to monetary relief under 15 U.S.C. § 1117, including profits, damages, and costs of  
7 the action.

8 131. Defendants’ misconduct has been and is knowing, deliberate, and willful.  
9 Defendants’ willful use of the CRAIGSLIST mark without excuse or justification renders this an  
10 exceptional case and entitles craigslist to its reasonable attorneys’ fees.

11 **SIXTH CLAIM FOR RELIEF**  
12 **Federal Dilution of a Famous Mark as to all Defendants**  
13 **15 U.S.C. § 1125(c)**

14 132. craigslist realleges and incorporates by reference all of the preceding paragraphs.

15 133. The CRAIGSLIST mark is a famous and distinctive mark, and is widely  
16 recognized by the general consuming public of the United States as a designation of source of  
17 craigslist’s services.

18 134. The CRAIGSLIST mark was famous prior to the time Defendants commenced use  
19 of the CRAIGSLIST mark and their marks in commerce.

20 135. Defendants’ websites display the CRAIGSLIST mark and craigslist website within  
21 their respective websites.

22 136. Defendants’ use of the CRAIGSLIST mark is likely to cause dilution by blurring,  
23 by impairing the distinctiveness of the CRAIGSLIST mark, thereby damaging craigslist’s  
24 goodwill and disparaging craigslist’s rights in the CRAIGSLIST mark. For example, Defendants’  
25 use of the CRAIGSLIST mark in their websites is likely to reduce the distinctiveness of the  
26 CRAIGSLIST mark by reducing the general consuming public’s association of the mark with  
27 craigslist’s services. Defendants’ acts and conduct are in violation of 15 U.S.C. § 1125(c).

28 137. In addition, 3Taps’ use of the CRAIGGERS mark is likely to cause an association  
arising from the similarity between the CRAIGGERS mark and CRAIGSLIST mark that impairs

1 the distinctiveness of the CRAIGSLIST mark. 3Taps' use of the CRAIGGERS mark in  
2 commerce is likely to cause dilution by blurring of the famous CRAIGSLIST mark in violation of  
3 the Lanham Act, 15 U.S.C. §1125(c).

4 138. As a direct and proximate result of Defendants' misconduct, craigslist has been,  
5 and will continue to be irreparably harmed, injured and damaged, and such harm will continue  
6 unless enjoined by this Court. This harm includes a reduction in the distinctiveness of the  
7 CRAIGSLIST mark and injury to craigslist's reputation that cannot be remedied through  
8 damages, and craigslist has no remedy at law. craigslist is therefore entitled to injunctive relief as  
9 set forth herein.

10 139. Defendants willfully intended to trade on craigslist's reputation or to cause dilution  
11 of the famous CRAIGSLIST mark and, therefore, craigslist is entitled to monetary relief under 15  
12 U.S.C. § 1117, including profits, damages, and costs of the action.

13 140. Defendants' misconduct has been and is knowing, deliberate, and willful.  
14 Defendants' willful use of the CRAIGSLIST mark without excuse or justification renders this an  
15 exceptional case and entitles craigslist to its reasonable attorneys' fees.

16 **SEVENTH CLAIM FOR RELIEF**  
17 **Federal Cyberpiracy Prevention as to 3Taps**  
18 **15 U.S.C. § 1125(d)**

19 141. craigslist realleges and incorporates by reference all of the preceding paragraphs.

20 142. The CRAIGSLIST mark was famous and distinctive at the time craiggers.com was  
21 registered.

22 143. 3Taps, without regard to the products or services provided by craigslist and with a  
23 bad faith intent to profit from the CRAIGSLIST mark, has registered, trafficked in, and continues  
24 to use its domain name that is identical or confusingly similar to or dilutive of the CRAIGSLIST  
25 mark, in violation of the Lanham Act, 15 U.S.C. § 1125(d).

26 144. 3Taps' use of CRAIGGERS is likely to cause an association arising from the  
27 similarity between CRAIGGERS and CRAIGSLIST that impairs the distinctiveness of  
28 craigslist's famous mark.

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145. As a direct and proximate result of 3Taps’ misconduct, craigslist has been, and will continue to be irreparably harmed, injured and damaged, and such harm will continue unless the Court orders that the craiggers.com domain be forfeited or cancelled, or transferred to craigslist.

146. As a direct and proximate result of Defendants’ misconduct, craigslist has suffered and is entitled to monetary relief under 15 U.S.C. § 1117, including profits, damages, and costs of the action.

147. Defendants’ misconduct has been and is knowing, deliberate, and willful. Defendants’ willful use of the CRAIGSLIST mark without excuse or justification renders this an exceptional case and entitles craigslist to its reasonable attorneys’ fees.

**EIGHTH CLAIM FOR RELIEF**  
**California Trademark Infringement as to all Defendants**  
**Cal. Bus. & Prof. Code § 14245**

148. craigslist realleges and incorporates by reference all of the preceding paragraphs.

149. Defendants’ unauthorized use of the CRAIGSLIST mark in connection with the sale, offering for sale, distribution or advertising of their products or services is likely to cause confusion, deception, and mistake by creating the false and misleading impression that Defendants’ products or services are provided by craigslist, associated or connected with craigslist, or have the sponsorship, endorsement, or approval of craigslist, in violation of California Business & Professions Code Section 14245.

150. craigslist is informed and believes, and on that basis alleges, that Defendants’ acts were, and are, in conscious and willful disregard of craigslist’s trademark rights.

151. As a direct and proximate result of Defendants’ misconduct, craigslist has been, and will continue to be irreparably harmed, injured and damaged, and such harm will continue unless enjoined by this Court.

**NINTH CLAIM FOR RELIEF**  
**Common Law Trademark Infringement as to all Defendants**

152. craigslist realleges and incorporates by reference all of the preceding paragraphs.

1           153. Defendants' unauthorized use of the CRAIGSLIST mark is likely to cause  
2 confusion, deception, and mistake by creating the false and misleading impression that  
3 Defendants' products or services are provided by craigslist, associated or connected with  
4 craigslist, or have the sponsorship, endorsement, or approval of craigslist, in violation of the  
5 common law.

6           154. Defendants' misconduct resulting in such actual and likelihood of confusion,  
7 deception, and mistake will continue unless enjoined by this Court.

8           155. As a direct and proximate result of Defendants' misconduct, craigslist has been,  
9 and will continue to be irreparably harmed, injured and damaged, and such harm will continue  
10 unless enjoined by this Court. Such harm includes damage to craigslist's rights in its marks, and  
11 to the business, positive reputation and goodwill of craigslist, which cannot be adequately  
12 compensated solely by monetary damages. craigslist therefore has no adequate remedy at law  
13 and seeks permanent injunctive relief.

14           156. As a direct and proximate result of Defendants' misconduct, craigslist has suffered  
15 and is entitled to monetary damages in an amount to be determined at trial.

16   **TENTH CLAIM FOR RELIEF**  
17   **California Unfair Competition**  
18   **Cal. Bus. & Prof. Code § 17200, et seq.**

18           157. craigslist realleges and incorporates by reference all of the preceding paragraphs.

19           158. By the acts described herein, Defendants have engaged in unlawful and unfair  
20 business practices that have injured and will continue to injure craigslist in its business and  
21 property, in violation of California Business and Professions Code Section 17200, et seq.

22           159. Defendants' acts alleged herein have caused monetary damages to craigslist in an  
23 amount to be proven at trial, and have caused and will continue to cause, irreparable injury to  
24 craigslist and its business, reputation, and trademarks, unless and until Defendants are  
25 permanently enjoined.

26           160. As a direct and proximate result of Defendants' conduct alleged herein,  
27 Defendants have been unjustly enriched and should be ordered to disgorge any and all profits  
28 earned as a result of such unlawful conduct.



**PRAYER FOR RELIEF**

1  
2 WHEREFORE, craigslist prays that judgment be entered in its favor and against  
3 Defendants, as follows:

4 1. A preliminary injunction and permanent injunction enjoining and restraining all  
5 Defendants, their employees, representatives, agents, and all persons or entities acting in concert  
6 with them during the pendency of this action and thereafter perpetually from:

7 (a) Copying, reproducing, preparing derivative works from, distributing copies  
8 to the public, and / or publicly displaying the Copyrighted Works;

9 (b) Knowingly and systematically inducing, causing, and/or materially  
10 contributing to unauthorized copying, reproduction, preparation of derivative works from,  
11 distribution of copies to the public, and / or publicly displaying the Copyrighted Works;

12 (c) Using, authorizing the use of, copying, reproducing or imitating the  
13 CRAIGSLIST mark, or any confusingly similar or colorable imitation thereof;

14 (d) Accessing or using craigslist's website for any commercial purpose  
15 whatsoever.

16 2. An order requiring Defendants to destroy all documents, data, and other items,  
17 electronic or otherwise, in their possession, custody, or control, that infringe the copyrights and  
18 trademarks of craigslist.

19 3. An order requiring that the craiggers.com domain be forfeited or cancelled, or  
20 transferred to craigslist.

21 4. An award to craigslist of restitution and damages, including, but not limited to,  
22 liquidated, compensatory, statutory, treble damages, and punitive damages, as permitted by law;


23 5. An award to craigslist of its costs of suit, including, but not limited to, reasonable  
24 attorneys' fees, as permitted by law;

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6. For such other relief as the Court deems just and proper.

July 20, 2012

**PERKINS COIE** LLP

By: 

CHRISTOPHER KAO

Attorneys for Plaintiff craigslist, Inc.

**DEMAND FOR JURY TRIAL**

1  
2 Plaintiff hereby demands a jury trial of all issues in the above-captioned action that are  
3 triable to a jury.  
4

5 July 20, 2012

**PERKINS COIE LLP**

6 By: 

7 CHRISTOPHER KAO

8 Attorneys for Plaintiff craigslist, Inc.  
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