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	7	Attorneys for Plaintiff			
	8	craigslist, Inc.			
	9	UNITED STAT	ES DISTRICT COURT		
	10	NORTHERN DIS	TRICT OF CALIFORNIA		
	11				
	12	CRAIGSLIST, INC., a Delaware corporation,	$C_{\rm seV_{0}}$ 12 3816		
	13	Plaintiff,	COMPLAINT FOR: $LB$		
	14	v.	<ul><li>(1) Copyright Infringement</li><li>(2) Contributory Copyright Infringement</li></ul>		
	15	3TAPS, INC., a Delaware corporation; PADMAPPER, INC., a Delaware corporation; and Does 1 through 25, inclusive, Defendants.	<ul> <li>(3) Breach of Contract</li> <li>(4) Federal Trademark Infringement</li> <li>(5) Federal False Designation of Origin</li> <li>(6) Federal Dilution of a Famous Mark</li> </ul>		
	16				
	17		<ul><li>(7) Federal Cyberpiracy Prevention</li><li>(8) California Trademark Infringement</li></ul>		
	18		(9) Common Law Trademark Infringement (10) California Unfair Competition		
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	20		DEMAND FOR JURY TRIAL		
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ORIGINAL	27				
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		COMPLAINT			

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

## **INTRODUCTION**

 craigslist provides local community classifieds, largely without charge and free from third-party advertising and marketing. Many tens of millions of users rely on these unique marketplaces for finding and/or offering basic necessities in their local area, such as employment, 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 craigslist in "real time" and stores them in its own database. 3Taps makes this misappropriated 14 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.

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

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

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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
16 17	<u>JURISDICTION AND VENUE</u> 10. This Court has federal question jurisdiction over this action under 28 U.S.C.
17	10. This Court has federal question jurisdiction over this action under 28 U.S.C.
17 18	10. This Court has federal question jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338, because this action alleges violations of federal statutes, including the
17 18 19	10. This Court has federal question jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338, because this action alleges violations of federal statutes, including the Copyright Act (17 U.S.C. § 101, <i>et seq.</i> ) and the Lanham Act (15 U.S.C. §§ 1114 and
17 18 19 20	10. This Court has federal question jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338, because this action alleges violations of federal statutes, including the Copyright Act (17 U.S.C. § 101, <i>et seq.</i> ) and the Lanham Act (15 U.S.C. §§ 1114 and 1125(a), (c), (d)).
17 18 19 20 21	<ul> <li>10. This Court has federal question jurisdiction over this action under 28 U.S.C.</li> <li>§§ 1331 and 1338, because this action alleges violations of federal statutes, including the</li> <li>Copyright Act (17 U.S.C. § 101, <i>et seq.</i>) and the Lanham Act (15 U.S.C. §§ 1114 and</li> <li>1125(a), (c), (d)).</li> <li>11. This Court has supplemental jurisdiction over the remaining claims under</li> </ul>
17 18 19 20 21 22	<ul> <li>10. This Court has federal question jurisdiction over this action under 28 U.S.C.</li> <li>§§ 1331 and 1338, because this action alleges violations of federal statutes, including the</li> <li>Copyright Act (17 U.S.C. § 101, <i>et seq.</i>) and the Lanham Act (15 U.S.C. §§ 1114 and</li> <li>1125(a), (c), (d)).</li> <li>11. This Court has supplemental jurisdiction over the remaining claims under</li> <li>28 U.S.C. § 1367.</li> </ul>
<ol> <li>17</li> <li>18</li> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> </ol>	<ul> <li>10. This Court has federal question jurisdiction over this action under 28 U.S.C.</li> <li>§§ 1331 and 1338, because this action alleges violations of federal statutes, including the Copyright Act (17 U.S.C. § 101, <i>et seq.</i>) and the Lanham Act (15 U.S.C. §§ 1114 and 1125(a), (c), (d)).</li> <li>11. This Court has supplemental jurisdiction over the remaining claims under</li> <li>28 U.S.C. § 1367.</li> <li>12. Venue is proper in this District under 28 U.S.C. § 1391, because a substantial part</li> </ul>
<ol> <li>17</li> <li>18</li> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> </ol>	<ul> <li>10. This Court has federal question jurisdiction over this action under 28 U.S.C.</li> <li>§§ 1331 and 1338, because this action alleges violations of federal statutes, including the</li> <li>Copyright Act (17 U.S.C. § 101, <i>et seq.</i>) and the Lanham Act (15 U.S.C. §§ 1114 and</li> <li>1125(a), (c), (d)).</li> <li>11. This Court has supplemental jurisdiction over the remaining claims under</li> <li>28 U.S.C. § 1367.</li> <li>12. Venue is proper in this District under 28 U.S.C. § 1391, because a substantial part</li> <li>of the events or omissions giving rise to the claims occurred in this District.</li> </ul>
<ol> <li>17</li> <li>18</li> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>25</li> </ol>	<ul> <li>10. This Court has federal question jurisdiction over this action under 28 U.S.C.</li> <li>§§ 1331 and 1338, because this action alleges violations of federal statutes, including the</li> <li>Copyright Act (17 U.S.C. § 101, <i>et seq.</i>) and the Lanham Act (15 U.S.C. §§ 1114 and</li> <li>1125(a), (c), (d)).</li> <li>11. This Court has supplemental jurisdiction over the remaining claims under</li> <li>28 U.S.C. § 1367.</li> <li>12. Venue is proper in this District under 28 U.S.C. § 1391, because a substantial part</li> <li>of the events or omissions giving rise to the claims occurred in this District.</li> <li>13. In addition, craigslist's Terms of Use ("TOU") governing all users', and</li> </ul>
<ol> <li>17</li> <li>18</li> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>25</li> <li>26</li> </ol>	<ul> <li>10. This Court has federal question jurisdiction over this action under 28 U.S.C.</li> <li>§§ 1331 and 1338, because this action alleges violations of federal statutes, including the Copyright Act (17 U.S.C. § 101, <i>et seq.</i>) and the Lanham Act (15 U.S.C. §§ 1114 and 1125(a), (c), (d)).</li> <li>11. This Court has supplemental jurisdiction over the remaining claims under</li> <li>28 U.S.C. § 1367.</li> <li>12. Venue is proper in this District under 28 U.S.C. § 1391, because a substantial part of the events or omissions giving rise to the claims occurred in this District.</li> <li>13. In addition, craigslist's Terms of Use ("TOU") governing all users', and specifically, Defendants', access to and use of the craigslist website and craigslist's services</li> </ul>

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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
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views served annually. More than 60 million Americans visit craigslist each month, and they
 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.

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28. After selecting the type of posting, the user is presented with a list of categories for
 posting ads in that geographic area (for example, categories under "for sale" ads include, without
 limitation, auto parts, bicycles, boats, collectibles, electronics, jewelry, musical instruments, and
 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
include a title, description and other relevant details about whatever the user placing the ad may
be offering or seeking, and often include an e-mail address for replies. Most e-mail addresses are
supplied by craigslist with a unique, anonymizing proxy address to protect user anonymity.
craigslist's servers automatically forward e-mails sent to the unique proxy e-mail address to the
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
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.

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

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## The craigslist Terms of Use.

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

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

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

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

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

22

C.

## The craigslist Copyrights.

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

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

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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, TX00068666660, TX00068666661, 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	1
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.	
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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:
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11	Your One-Stop
12	B1 ORS 440 reactions poor participation the buggent BD ' PRIVATE COMPANY COMPA
13	See The Jobs
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16	Figure 1 (3taps.com, July 2011)
17	56. Recently, however, 3Taps changed its entire focus to profiting from the unlawful
18	distribution of content from craigslist, and has modified its website accordingly:
19	tops to a set of the s
20	Your One-Stop
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22	See Der Subary of Arry Sol Arry Sol Arry Sol
23	See the status as Anny phin on the maps of the status of t
24	
25	Figure 2 (3taps.com, July 19, 2012)
26	57. As suggested by its website, 3Taps copies all of craigslist's content—
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	COMPLAINT

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:
12	Se day area tringment a <u>entry trans or your can be varied</u>
13	An Manada and Bradley Sandley Bandley Bandley Bandley Bandley Bandley Bandley Monogram, was sandley cadare day and a daplage, sector of lasaneetica pointeric bounded and an degrad? share the sandley of the sandley and the
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22	Copyregate G 2012 semantation on game of Entrance Landshafe Entrance
23	Figure 3
24	(craigslist.org, July 18, 2012)
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	COMPLAINT

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1	Wed Jul 18 2012 19:17:00 GMT0700 (Pacific Daylight Time) reply to: <u>fvdsd-3145649793@sale.cratgslist.org</u>
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10	
11	I have a 89 civic hatchback clean tittle 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. Yery clean in the inside. Will pass smog for sure lags are up in September. Please no tire kickers if you don't have 1200 don't call or txt. 4089036341
12	This work (1969 hande civic by (vdsq-3148649793@sele creigslist.org), identified by creigslist, is free of known copyright restrictions
13	Figure 4
14	(craiggers.com, July 18, 2012)
15	61. The one distinguishable feature between craigslist's postings and the postings
16	displayed by craiggers is the deletion of craigslist's copyright notice and insertion in its place of a
17	blithe and false declaration that the content misappropriated from craigslist is <i>not</i> copyrighted and
18	is "powered by 3Taps":
19	• sis NOT als to contact this poster with services or other commercial interests PostingID 3148649793
20	Copyright © 2012 craigstist, inc. tams of use privacy policy fredback forum
21	Figure 5
22	
23	Minis work (1565 fibridg circle by Masd-51 wodwar 55(gisble.chaigense.org), identified by chaigenat, is nee of known copyright resultabilis.
24	patierea by staps
25	(craiggers.com ad)
26	62. craiggers does not only copy all of craigslist's posts. The craiggers website also
27	copies key design elements of the craigslist website. Examples include the following:
28	-10-
	COMPLAINT

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2	Craigsflict SE bay area an one per car consigner? Beach House and a second prime car are consigner? House a second prime car are consigner? House a second prime car are consigner and the car are consigned and the car are consigned as a second prime car are consigned as a second pri
3	adetti mugtatana vounsi trandi acimi-offici adetti mugtatana vounsi trandi acimi-offici adetta zi bilo novving sanita atimeno senjar versali o zi proving sanita atimeno senjar versali o zi proving sanita atimeno senjar versali o zi proving sanita atimeno senjar
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7	לע ער ער איז
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10	ninga (k. The market benevis) () () () () () () () () () () () () ()
11	Figure 7 Figure 8 (craigslist.com, July 18, 2012) (craiggers.com, July 18, 2012)
12	
13	63. 3Taps also offers a craiggers mobile phone application that displays copied
14	craigslist content.
15	64. By this conduct, 3Taps is engaged in the unauthorized reproduction, display,
16	advertising, marketing, and distribution of craigslist's copyrighted material, in violation of U.S.
17	copyright law and craigslist's TOU. 3Taps' unauthorized use of craigslist's copyrighted material
18	is ongoing.
19	65. As illustrated above, 3Taps has also used the famous CRAIGSLIST mark on its
20	website without authorization to promote its products and services on the internet in a manner
21	likely to confuse consumers as to its association, affiliation, endorsement or sponsorship with or
22	by craigslist and to cause dilution by blurring of the CRAIGSLIST mark by impairing the mark's
23	distinctiveness.
24	66. 3Taps also makes unauthorized use of the famous CRAIGSLIST mark in its
25	competing craiggers website in a manner likely to confuse consumers as to its association,
26	affiliation, endorsement or sponsorship with or by craigslist and to cause dilution by blurring of
27	the CRAIGSLIST mark by impairing the mark's distinctiveness.
28	the UKAROSLIST mark by impairing the mark 5 distinctiveness.
	-11-
	COMPLAINT

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1	67. Examples of 3Taps' unauthorized use of the CRAIGSLIST mark on the craiggers
2	website include the following:
3	-
4	craiggers
5	
6	craigslist data, better than craigslist!
7	Figure 9 (craiggers.com, July 18, 2012)
8	68. At no time has craigslist authorized or consented to 3Taps' use of the
9	CRAIGSLIST mark or any other craigslist intellectual property.
10	69. On March 7, 2012, craigslist informed 3Taps of its unlawful activities relating to
11	craigslist, but since then those activities have continued unabated.
12	b. PadMapper.
13	70. PadMapper is a direct competitor to craigslist's real estate listings services. It
14	provides searchable real estate rental listings for cities all over the United States and in the United
15	Kingdom. The vast majority of PadMapper's content, however, is real estate ads copied directly
16	from craigslist.
17	71. The PadMapper website located at padmapper.com has features for aggregating
18	craigslist posts, favoring and saving posts and searches, and other features that craigslist prohibits
19	on its website. It also aggregates craigslist posts with content from other sites, facilitating cross-
20	posting of listings to craigslist.
21	72. On information and belief, like 3Taps, PadMapper initially populated the
22	padmapper.com website by scraping craigslist's content directly from the craigslist website.
23	craigslist sent PadMapper a cease and desist letter explaining that PadMapper's conduct violated
24	the law and craigslist's TOU.
25	73. PadMapper initially complied with the cease and desist request and stopped
26	populating its website with craigslist content for several weeks beginning in late June 2012. The
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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:
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12	Jacobian and Angle Schule Howe are compared and any West Stand Records and a construction of the part of types
13	Den 2012/01-6 4 1 PM2 NOT Anton Sector 4 1 PM2
14	The network of the states of t
15	maker own well having office and on spin all har bits alows the matter memory and and the links of the spin and the groups of the
16	
17	
18	
19	NTD 5-magline Way (constraint) (assessment)
20	t Longer för Jacke t Er CATA Generalistiker innenter Formgib 1 (19163): 
21	Figure 10
22	(craigslist.org, July 18, 2012)
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24	
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	COMPLAINT

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1	c. Other 3Taps Subscribers.
2	82. On information and belief, the number of entities accessing and utilizing 3Taps'
3	copied craigslist content is beginning to grow rapidly.
4	83. At least the following 3Taps' users appear to be accessing craigslist's copyrighted
5	content through 3Taps: cmscommander.com, coinzilla.com, craigslert.com, corvairproject.com,
6	jaxed.com, rentvalet.us, searchtempest.com, sittingaround.com, and snapstore.me. In addition, a
7	number of mobile applications also appear to be accessing craigslist's copyrighted content
8	through 3Taps, including the HuntSmartly mobile application.
9	84. If 3Taps' unauthorized and illegal copying and distribution of craigslist's content
10	does not stop, then the list of entities illicitly using craigslist's content will continue to grow to
11	the further detriment of craigslist, its website, and its users.
12 13	<u>FIRST CLAIM FOR RELIEF</u> Copyright Infringement as to all Defendants 17 U.S.C. § 101, <i>et seq</i> .
14	85. craigslist realleges and incorporates by reference all of the preceding paragraphs.
15	86. Each of the Copyrighted Works constitutes an original work of authorship and
16	copyrightable subject matter under the laws of the United States.
17	87. craigslist either owns or has exclusive rights to all right, title, and interest in and to
18	each of the Copyrighted Works.
19	88. Defendants had and have access to the Copyrighted Works.
20	89. Defendants have copied, reproduced, prepared derivative works from, distributed
21	copies to the public and/or displayed publicly the Copyrighted Works without the consent or
22	authority of craigslist, thereby directly infringing craigslist's copyrights.
23	90. Defendants' copies, reproductions, derivative works, distributions, and displays
24	are identical and/or substantially similar to the Copyrighted Works.
25	91. The foregoing acts of Defendants constitute copyright infringement of craigslist's
26	exclusive rights in violation of Sections 106 and 501 of the Copyright Act, 17 U.S.C. §§ 106 and
27	501.
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	15 COMPLAINT

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Defendants' actions were and are intentional, willful, wanton and performed in 1 92. 2 disregard of craigslist's rights. 3 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 4 5 be proven at trial. 6 94. Defendants' conduct also has caused irreparable and incalculable harm and 7 injuries to craigslist, and, unless enjoined, will cause further irreparable and incalculable injury, 8 for which craigslist has no adequate remedy at law. 9 95. craigslist is entitled to the relief provided by 17 U.S.C. §§ 502-505, including, but 10 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 11 actual damages and/or Defendants' profits), statutory damages, punitive damages, and craigslist's 12 13 costs and attorneys' fees in amounts to be determined at trial. 14 SECOND CLAIM FOR RELIEF Contributory Copyright Infringement as to 3Taps 15 16 craigslist realleges and incorporates by reference all of the preceding paragraphs. 96. 17 97. 3Taps provides its users with copies and/or derivative works of the Copyrighted 18 Works without craigslist's consent. 19 98. 3Taps' users then copy, reproduce, prepare derivative works from, distribute 20 copies to the public and/or display publicly the Copyrighted Works without the consent or 21 authority of craigslist, thereby directly infringing craigslist's copyrights. 22 99. 3Taps has engaged and continues to engage in the business of knowingly and 23 systematically inducing, causing, and/or materially contributing to unauthorized copying, 24 reproduction, preparation of derivative works from, distribution of copies to the public and/or 25 public display of the Copyrighted Works by 3Taps users and thus to the direct infringement of the 26 Copyrighted Works. 27 28

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.
17	THIRD CLAIM FOR RELIEF
18	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.
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-	COMPLAINT 17

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	<u>FOURTH CLAIM FOR RELIEF</u> Federal Trademark Infringement as to all Defendants		
22	15 U.S.C. § 1114		
23	118. craigslist realleges and incorporates by reference all of the preceding paragraphs.		
24	119. craigslist owns U.S. Registrations Nos. 2395628, 2905107, 2985065, and 3008562		
25	for the CRAIGSLIST mark.		
26	120. Defendants' use of the CRAIGSLIST mark is without the permission of craigslist.		
27	121. Defendants' use of the CRAIGSLIST mark in interstate commerce constitutes a		
28	reproduction, counterfeit, copy, or colorable imitation of a registered trademark of craigslist in		
	18		
	COMPLAINT		

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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 15 U.S.C. § 1125(a)
16	125. craigslist realleges and incorporates by reference all of the preceding paragraphs.
17	126. The general consuming public of the United States widely recognizes the
18	CRAIGSLIST mark as designating craigslist as the source of services.
19	127. Defendants' unauthorized use of the CRAIGSLIST mark in interstate commerce is
20	likely to cause confusion, deception, and mistake by creating the false and misleading impression
21	that Defendants' products or services are provided by craigslist, associated or connected with
22	craigslist, or have the sponsorship, endorsement, or approval of craigslist, in violation of 15
23	U.S.C. § 1125(a). For example, users of Defendants' websites are likely to be confused as to
24	whether Defendants' websites and services are associated or approved by craigslist.
25	128. Defendants' misconduct resulting in such likelihood of confusion, deception, and
26	mistake will continue unless enjoined by this Court.
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	COMPLAINT

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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 15 U.S.C. § 1125(c)
13	132. craigslist realleges and incorporates by reference all of the preceding paragraphs.
14	133. The CRAIGSLIST mark is a famous and distinctive mark, and is widely
15	recognized by the general consuming public of the United States as a designation of source of
16	craigslist's services.
17	134. The CRAIGSLIST mark was famous prior to the time Defendants commenced use
18	of the CRAIGSLIST mark and their marks in commerce.
19	135. Defendants' websites display the CRAIGSLIST mark and craigslist website within
20	their respective websites.
21	136. Defendants' use of the CRAIGSLIST mark is likely to cause dilution by blurring,
22	by impairing the distinctiveness of the CRAIGSLIST mark, thereby damaging craigslist's
23	goodwill and disparaging craigslist's rights in the CRAIGSLIST mark. For example, Defendants'
24	use of the CRAIGSLIST mark in their websites is likely to reduce the distinctiveness of the
25	CRAIGSLIST mark by reducing the general consuming public's association of the mark with
26	craigslist's services. Defendants' acts and conduct are in violation of 15 U.S.C. § 1125(c).
27	137. In addition, 3Taps' use of the CRAIGGERS mark is likely to cause an association
28	arising from the similarity between the CRAIGGERS mark and CRAIGSLIST mark that impairs
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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 15 U.S.C. § 1125(d)	
18	141. craigslist realleges and incorporates by reference all of the preceding paragraphs.	
19	142. The CRAIGSLIST mark was famous and distinctive at the time craiggers.com was	
20	registered.	
21	143. 3Taps, without regard to the products or services provided by craigslist and with a	
22	bad faith intent to profit from the CRAIGSLIST mark, has registered, trafficked in, and continues	
23	to use its domain name that is identical or confusingly similar to or dilutive of the CRAIGSLIST	
24	mark, in violation of the Lanham Act, 15 U.S.C. § 1125(d).	
25	144. 3Taps' use of CRAIGGERS is likely to cause an association arising from the	
26	similarity between CRAIGGERS and CRAIGSLIST that impairs the distinctiveness of	
27	craigslist's famous mark.	
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1	145. As a direct and proximate result of 3Taps' misconduct, craigslist has been, and
2	will continue to be irreparably harmed, injured and damaged, and such harm will continue unless
3	the Court orders that the craiggers.com domain be forfeited or cancelled, or transferred to
4	craigslist.
5	146. 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	147. 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	EIGHTH CLAIM FOR RELIEF
12	California Trademark Infringement as to all Defendants Cal. Bus. & Prof. Code § 14245
13	148. craigslist realleges and incorporates by reference all of the preceding paragraphs.
14	149. Defendants' unauthorized use of the CRAIGSLIST mark in connection with the
15	sale, offering for sale, distribution or advertising of their products or services is likely to cause
16	confusion, deception, and mistake by creating the false and misleading impression that
17	Defendants' products or services are provided by craigslist, associated or connected with
18	craigslist, or have the sponsorship, endorsement, or approval of craigslist, in violation of
19	California Business & Professions Code Section 14245.
20	150. craigslist is informed and believes, and on that basis alleges, that Defendants' acts
21	were, and are, in conscious and willful disregard of craigslist's trademark rights.
22	151. As a direct and proximate result of Defendants' misconduct, craigslist has been,
23	and will continue to be irreparably harmed, injured and damaged, and such harm will continue
24	unless enjoined by this Court.
25	NINTH CLAIM FOR RELIEF
26	Common Law Trademark Infringement as to all Defendants
27	152. craigslist realleges and incorporates by reference all of the preceding paragraphs.
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	COMPLAINT

1. 1. 1. 1. **1**.

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 17	<u>TENTH CLAIM FOR RELIEF</u> California Unfair Competition Cal. Bus. & Prof. Code § 17200, <i>et seg.</i>
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.
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	COMPLAINT

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1	PRAYER FOR RELIEF
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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	COMPLAINT 24

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1	6.	For such other relief as the Court deems just and proper.
2		
3	July 20, 2012	PERKINS COIE LLP
4		By:
5		CHRISTOPHER KAO
6		Attorneys for Plaintiff craigslist, Inc.
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	COMPLAINT	25

1	DEMAND FOR JURY TRIAL
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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	COMPLAINT