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*Attorneys for Plaintiff and Counterdefendant
hiQ Labs, Inc.*

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

hiQ Labs, Inc.,

Plaintiff,

vs.

LinkedIn Corporation,

Defendant.

Case No. 17-cv-03301-EMC

**~~[PROPOSED]~~ CONSENT JUDGMENT
AND PERMANENT INJUNCTION**

LinkedIn Corporation

Counterclaimant,

vs.

hiQ Labs, Inc.

Counterdefendant.

1 1. The Court has subject-matter jurisdiction over this action and personal jurisdiction
2 over the parties.

3 2. Judgment in the amount of \$500,000 USD is hereby entered against hiQ and in favor
4 of LinkedIn.

5 3. Any other claim to monetary relief by either party, including any attorneys' fees or
6 costs, is expressly waived.

7 4. hiQ, and to the full extent permissible by law, and all other individuals who are
8 described in Federal Rule of Civil Procedure 65(d)(2), including its present and former officers,
9 agents, servants, employees, and attorneys; and other persons who were or are in active concert or
10 participation with hiQ, hiQ's officers, agents, servants, employees, and attorneys (collectively, the
11 "Prohibited Parties") are immediately and permanently ordered and enjoined as follows:

12 a. The Prohibited Parties are immediately and permanently enjoined from
13 accessing and using, whether directly or indirectly through a third party, intermediary, or proxy,
14 the LinkedIn platform in violation of its User Agreement, including without limitation by (i)
15 using automated means to access and/or copy data from the LinkedIn platform, whether logged in
16 to a LinkedIn account or not, without express written permission of LinkedIn, (ii) creating or
17 using accounts with fake identities; (iii) using the LinkedIn platform to develop a commercial
18 service without the express written permission of LinkedIn;

19 b. The Prohibited Parties are immediately and permanently enjoined from
20 developing, using, selling, offering for sale, or distributing, or directing, aiding, or conspiring
21 with others to develop, sell, offer for sale, or distribute, any software, script(s) or code for data
22 collection from LinkedIn platforms using any of the data, source code, or algorithms developed at
23 hiQ;

24 c. The Prohibited Parties are immediately and permanently enjoined from
25 developing, using, selling, offering for sale, or distributing, or directing, aiding, or conspiring
26 with others to develop, sell, offer for sale, or distribute, any software, script(s) or code for
27 analysis of data acquired from the LinkedIn platform using any of the data, source code, or
28 algorithms developed at hiQ;

1 d. The Prohibited Parties are required to permanently delete any and all
2 software, script(s) or code in the possession, custody, or control of the Prohibited Parties,
3 including all such material that any Prohibited Party stored on behalf of hiQ in an account with a
4 third-party, where such software, script(s), or code is designed to access or interact with LinkedIn
5 platform, including without limitation the source code repositories and other materials identified
6 in Exhibit 1 hereto;

7 e. The Prohibited Parties are required to permanently delete any and all
8 software, script(s) or code in the possession, custody, or control of the Prohibited Parties,
9 including all such material that any Prohibited Party stored on behalf of hiQ in an account with a
10 third-party, where such software, script(s), or code is designed to use data acquired from the
11 LinkedIn platform, including without limitation the source code repositories and other materials
12 identified in Exhibit 1 hereto;

13 e. The Prohibited Parties are required to permanently delete any and all
14 LinkedIn member profile data in the possession, custody, or control of the Prohibited Parties,
15 including all such material that any Prohibited Party stored on behalf of hiQ in an account with a
16 third-party, including without limitation the materials identified in Exhibit A hereto; provided,
17 however, that this prohibition does not extend to use by Prohibited Parties of their own personal
18 LinkedIn member profiles so long as such use is made in accordance with the LinkedIn User
19 Agreement;

20 f. The Prohibited Parties are immediately and permanently enjoined from
21 using, distributing, selling, analyzing, or otherwise accessing any data that hiQ collected from
22 LinkedIn without LinkedIn's express permission, whether directly or indirectly through a third
23 party, intermediary, or proxy, including any data collected using the software identified in Exhibit
24 1.

25 4. hiQ shall notify all current, former, and future officers of the existence of this
26 Injunction and provide a copy of this Injunction to each of them no later than five (5) business
27 days after the entry of this Order or their first affiliation with hiQ, whichever comes first.

28 5. The Court retains continuing jurisdiction to enforce the terms of this Consent

1 Judgment and Permanent Injunction and to address other matters arising out of or regarding this
2 Consent Judgment and Permanent Injunction, including any allegations that the parties have failed
3 to comply with their obligations as set forth in this Consent Judgment and Permanent Injunction,
4 and the parties agree to submit to the Court's jurisdiction for those purposes.

5 **IT IS SO ORDERED & JUDGMENT IS ENTERED.**

6 Dated: December 8, 2022



7 HON. EDWARD M. CHEN
8 UNITED STATES DISTRICT JUDGE
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EXHIBIT 1

In addition to specific source code repositories and databases listed in **Table 1**, all source code, data, and information derived from LinkedIn stored in the following services must also be destroyed:

4. **Atlassian Cloud:** Jira and Confluence pages, including all attachments (e.g., weekly Turk reports).
5. **Splunk/Rancher (Scraping Logs):**
 - a. Splunk: All scraping logs stored in Splunk via Splunk Forwarding.
 - b. Rancher: All scraping logs stored via Rancher NFS.
6. **Other Databases:** Redis, Databricks, MySQL, Amazon Redshift, Apache Kafka.

Exhibit - Table 1: Source Code and Data Derived from LinkedIn

Source Code/Data	Type	Name
Source Code ⁴	Git Repository	Scrapus
		Scrapus2
		Science
		Data-pipeline
		MiFi
		WebTurk
Data ⁵	MongoDB Database	prod_db
		dev_db
		staging_db
		test_db
		central
		rawdata
		sci_cat
		sci_dog
		sci_demo
		pa_data
		sci_hris
		sci_training
		sci_purg
		data_archive
		sci_archive
		sci_amazon
		sci_amex
		fb_dec2015
		fb_dec2016
		fb_jun2016
		fb_mar2016
		fb_sep2016
		sci_facebook
		sci_wtf
		sci_testdb
		sci_sandbox
		sci_omg
		sci_lol
	MongoDB Collection	scrapus
		scrapus2
		raw_scrapes
		scrapus_queue
		banned_proxy_details
		cookies_for_proxies
		proxies
		li_parsed
		parsed_col
		li_dataset
		imputed_li_dataset
		risk_report
		skill_report
		keeper_releases

⁴ All local “clones” of each repository (i.e., downloaded from GitHub) must also be destroyed in addition to the remote source code repositories hosted on GitHub.

⁵ Data archived to cloud backups (e.g., AWS Glacier) or downloaded locally (e.g., exported as JSON or BSON) must also be destroyed.

1		riskmodel
2		li_risk
3		skills
4		hiq_prediction
5		actions
6		cv_model
7		cv_rules
8		cv_trans
9		personhood
10		company
11		li_company_parsed
12		gone
13		auto_li
14		turk_li
15		auto_LI
16		turk_LI
17		qa_turk
18		client_rules
19		no_list_collection
20		profile_pics
21		training
22		li_profiles
23		variables
24		parsed
25		imp_var
26		comp_var
27		comp_var_groups
28		risk
		unknown
		group_meta
		pa_data
		pa_cleaned
		hris_parsed
		hris_profiles
		imputed_variables
		model_data_archive
	AWS S3 Bucket ⁶	deng-datalake
		deng-datalake/side_bar
		deng_datalake/linkedin_scrapem
		deng-datalake-v2
		deng-datalake-v2/linkedin_scrapem
		deng-datalake-v2/blind_collection
		deng-datalake-v2/klarna_blind_collection
		deng-datalake-v2/klarna_scrapes
		deng-datalake-v2/klarna_companies
		deng-datalake-staging
		deng-datalake-dev
		deng-datalake-test
		deng-linkedin-html-till-aug-28-2017
		hiq-science
		crystal-ball-crawl-output
		linkedin-dir

⁶ While the table includes specific sub-folders that were cited in hiQ's source code (e.g., "deng-datalake/side_bar"), the full AWS S3 bucket (e.g., "deng-datalake") must be destroyed.