

1 DURIE TANGRI LLP
 RAGESH K. TANGRI (SBN 159477)
 2 rtangri@durietangri.com
 MARK A. LEMLEY (SBN 155830)
 3 mlemley@durietangri.com
 EUGENE NOVIKOV (SBN 251316)
 4 enovikov@durietangri.com
 217 Leidesdorff Street
 5 San Francisco, CA 94111
 Telephone: 415-362-6666
 6 Facsimile: 415-236-6300

7 Attorneys for Defendant
 INDIEGOGO, INC.

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 10 IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 11 SAN FRANCISCO DIVISION

12 CHARLES CARREON,

Case No. 3:12-cv-03112-EMC

13 Plaintiff,

DECLARATION OF SLAVA RUBIN

14 v.

15 MATTHEW INMAN; INDIEGOGO, INC.;
 16 NATIONAL WILDLIFE FEDERATION;
 AMERICAN CANCER SOCIETY; AND DOES
 17 1-100,

18 Defendants.

1 I, Slava Rubin, declare as follows:

2 1. I am the founder and Chief Executive Officer of Indiegogo.com (“Indiegogo”).

3 2. Indiegogo operates a “crowdfunding” website that allows users to raise money for projects
4 of their choosing by soliciting contributions from other Indiegogo users. Typical projects seeking
5 funding are independent films, small businesses needing money for an expansion or improvement, and
6 individuals in need (such as people with large medical bills).

7 3. A user who wishes to create a contribution campaign may submit a campaign description,
8 set a campaign end date, and define a funding goal. In order create a campaign, the user must agree to
9 the Indiegogo terms and conditions, which are publicly available at
10 <http://www.indiegogo.com/about/terms>. A true and correct copy of the terms and conditions is attached
11 to this declaration as Exhibit A.

12 4. Contributions to an Indiegogo campaign may be made in two ways. Users may contribute
13 on the Indiegogo website using a credit card. In this case, Indiegogo collects the money and disburses it
14 to the user after the completion of the campaign. Alternatively, users may contribute through a third-
15 party payment processor called PayPal. In the latter case, PayPal transfers the money directly to the
16 user’s PayPal account.

17 5. Under the terms and conditions, contributions to a campaign run by an individual
18 Indiegogo user who is not a registered § 501(c)(3) are subject to an Indiegogo platform fee of 9% of the
19 total contributed amount, with a 5% rebate if the project hits its funding goal. For contributions made by
20 credit card, a 3% payment processing fee is also charged. Paypal charges its own payment processing fee
21 for transactions through its service, which Indiegogo believes to also be around 3%. Paypal transfers the
22 Indiegogo platform fee portion of contributions made through its service to Indiegogo at the time of the
23 transaction.

24 6. Pursuant to the terms and conditions, the money contributed using a credit card is
25 disbursed to the user within five business days of the campaign end date, less Indiegogo’s platform fee
26 and the processing fee, plus the 5% platform fee rebate (from both credit card and Paypal transactions), if
27 applicable.

28 7. The campaign-specific content of an Indiegogo fundraising campaign, including the

1 content on the “project description” page, is generated by the user who initiates the campaign. The user
2 uploads or enters the content into the Indiegogo website, and presses a button to publish the campaign on
3 the website. Indiegogo does not approve the content before it appears on the website and does not review
4 it unless specifically requested by the user who initiates the campaign.

5 8. The “BearLove Good. Cancer Bad.” Indiegogo campaign was created by a user with the
6 user name “oatmeal.” I understand that the “oatmeal” account belongs to Matthew Inman.

7 9. The campaign end date selected by Inman for “BearLove Good. Cancer Bad.” was
8 Monday, June 25, 2012. Accordingly, contributions from users ceased to be accepted at 11:59 pm
9 Pacific Standard Time on June 25.

10 10. When the “BearLove” campaign ended on June 25, 2012, it had raised a total of \$220,024.
11 Of that amount, \$123,803 was contributed through PayPal. Inman’s share of that money – believed to be
12 roughly \$108,946.64, depending on the exact amount of PayPal’s payment processing fee – is not and
13 has never been in Indiegogo’s possession. The remaining \$96,221.00 was contributed by credit card.
14 Inman’s share of that money is \$84,674.48. To that amount, Indiegogo will add the 5% fee rebate for
15 reaching the project’s funding goal, which amounts to \$11,001.20. The sum of Inman’s share of the
16 credit card contributions and the fee rebate is \$95,675.68. At Mr. Inman’s request, on June 29, 2012, half
17 of that amount is being sent by check to the American Cancer Society, and half of that amount is being
18 sent by check to the National Wildlife Fund. Indiegogo will retain a total of \$8,800.96 in platform fees.

19 11. Pursuant to its ordinary practice, Indiegogo has maintained records of which Indiegogo
20 users donated to the “BearLove” campaign, and how much was donated by each user.

21 I declare under penalty of perjury under the laws of the United States that the foregoing is true
22 and correct. Signed on June 29, 2012, in New York, New York.

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24 DocuSigned by:
Slava Rubin
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Slava Rubin