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7 Attorneys for Defendant
 INDIEGOGO, INC.

8
 9 IN THE UNITED STATES DISTRICT COURT
 10 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 11 SAN FRANCISCO DIVISION

12 CHARLES CARREON,

13 Plaintiff,

14 v.

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

18 Defendants.

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

DECLARATION OF RAGESH TANGRI

1 I, Ragesh Tangri, declare as follows:

2 1. I am a member of the State Bar of California and counsel of record for Defendant
3 Indiegogo Inc. in the above-captioned litigation.

4 2. On June 28, 2012, at 4:55 p.m., Plaintiff Charles Carreon served an application for a
5 temporary restraining order and order to show cause why a preliminary injunction should not issue. A
6 true and correct copy of the email transmitting Carreon's papers is attached to this declaration as Exhibit
7 A.

8 3. At 7:02 p.m. that evening, Carreon served a revised version of his supporting declaration
9 and exhibits. A true and correct copy of the email transmitting those revised papers is attached as Exhibit
10 B.

11 4. On June 26, I had a phone conversation with Carreon. In that conversation, Carreon said
12 that he was aware that under Indiegogo's terms and conditions, the funds from the BearLove campaign
13 could be disbursed at any time between the time of the conversation and Monday July 2.

14 5. On June 29, I was informed that, at Matthew Inman's request, Inman's share of the funds
15 from the BearLove campaign was sent by check to the American Cancer Society and the National
16 Wildlife fund, divided equally. That evening, I received an email from Carreon informing counsel for
17 Inman and Indiegogo that he still had not filed his TRO application. A true and correct copy of that
18 email is attached as Exhibit G.

19 6. At 12:00 pm the afternoon of June 30, I emailed Carreon to inform him that "[c]onsistent
20 with its Terms of Service, Indiegogo yesterday transferred the balance of the Bear Love campaign
21 proceeds." A true and correct copy of that email is attached as Exhibit H. Carreon filed his application
22 later that afternoon. (Dkt. 20.)

23 7. Attached as Exhibit C to this declaration is a true and correct copy of a post on the website
24 "The Oatmeal" entitled "What should I do about FunnyJunk.com?," retrieved from
25 <http://theoatmeal.com/blog/funnyjunk> on June 28, 2012.

26 8. Attached as Exhibit D to this declaration is a true and correct copy of a post on the website
27 "The Oatmeal" entitled "An update on the FunnyJunk situation," retrieved from
28 <http://theoatmeal.com/blog/funnyjunk2> on June 28, 2012.

1 9. Attached as Exhibit E to this declaration is a true and correct copy of a portion of the website
2 “The Oatmeal” as it appeared on June 28, 2012, reproducing what appears to be a letter sent by Charles
3 Carreon to Matthew Inman. The letter was retrieved from [http://s3.amazonaws.com/theoatmeal-
5 img/blog/funnyjunk_letter/full_letter.jpg](http://s3.amazonaws.com/theoatmeal-
4 img/blog/funnyjunk_letter/full_letter.jpg) on that date, and a link to that URL appeared on
6 http://theoatmeal.com/blog/funnyjunk_letter on that date.

7 10. Attached as Exhibit F to this declaration is a true and correct copy of a post on the website
8 “The Oatmeal” entitled “FunnyJunk is threatening to file a federal lawsuit against me unless I pay
9 \$20,000 in damages,” retrieved from http://theoatmeal.com/blog/funnyjunk_letter on June 28, 2012.

10 I declare under penalty of perjury under the laws of the United States that the foregoing is true
11 and correct. Signed on July 1, 2012, in San Francisco, California.

12 _____
13 */s/ Ragesh Tangri*
14 Ragesh Tangri
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