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9  
10 UNITED STATES DISTRICT COURT  
11 EASTERN DISTRICT OF CALIFORNIA

12 KAMILLE FAYE VINLUAN-JULARBAL,

13 Plaintiff,

14 vs.

15 REDBUBBLE, INC.,

16 Defendant.  
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Case No.

**COMPLAINT FOR:  
(1) VIOLATION OF CALIFORNIA'S  
UNFAIR COMPETITION LAW; AND  
(2) VIOLATION OF CALIFORNIA'S  
CONSUMER LEGAL REMEDIES ACT.**

1 Plaintiff Kamille Faye Vinluan-Jularbal (“Plaintiff”) brings this Complaint individually,  
2 and on behalf of all persons similarly situated, against Defendant Redbubble, Inc. (“Redbubble”),  
3 and alleges as follows:

4 **PARTIES**

5 1. Plaintiff Kamille Faye Vinluan-Jularbal is an individual residing in Elk Grove,  
6 California.

7 2. Plaintiff is informed and believes, and thereon alleges, that defendant Redbubble is  
8 a Delaware corporation with its principal place of business in San Francisco, California.

9 **JURISDICTION AND VENUE**

10 3. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §  
11 1332(d)(2)(A) because the amount in controversy well exceeds \$5 million and Plaintiff represents  
12 a putative nationwide class that includes well in excess of 100 members, and upon information  
13 and belief, includes members from each of the other 49 states besides California.

14 4. Venue in this district is proper pursuant to 28 U.S.C. § 1391 because Plaintiff  
15 resides in and made her purchases within this district, and thus, a substantial part of the events or  
16 omissions that gave rise to the claims asserted herein occurred within this district.

17 5. This Court has personal jurisdiction over Redbubble because, upon information and  
18 belief, Redbubble maintains its principal place of business in California. This Court also has  
19 personal jurisdiction over Redbubble because Redbubble regularly markets and sells goods,  
20 including goods at issue in this case, to customers in California, and specifically in this district.

21 **GENERAL ALLEGATIONS**

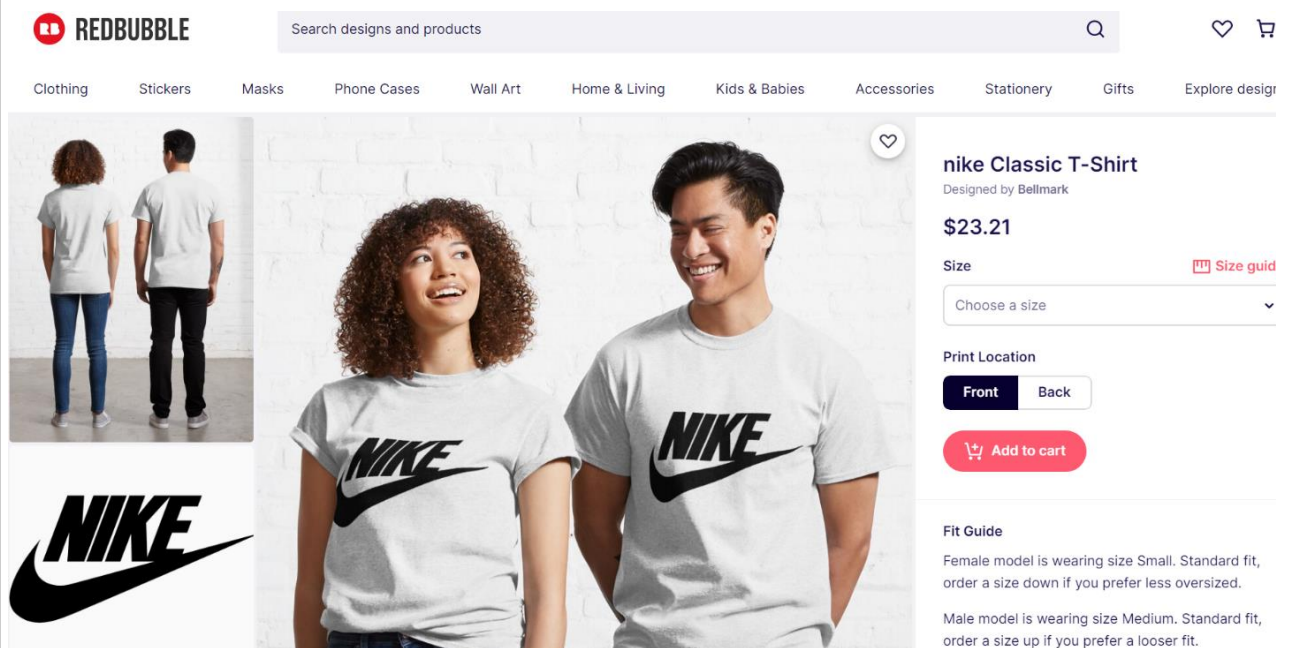
22 **A. Redbubble Encourages Counterfeiting and Infringements on Its Website, and**  
23 **Sells a Massive Amount of Counterfeit and Infringing Products**

24 6. Founded in 2006, Redbubble describes its mission as “Bringing more creativity  
25 into the world.” But, in reality, its website is saturated with counterfeit and infringing products,  
26 with sales of such products accounting for millions upon millions of dollars in yearly revenue to  
27 Redbubble.

28 7. Through Redbubble’s website, [www.redbubble.com](http://www.redbubble.com), visitors can upload designs.

Redbubble then affixes the designs to its stock photos of blank products to provide customers with a picture of what the design will look like when printed on a physical product, i.e., the final product. Redbubble displays the designs on a large variety of types of products—from t-shirts to phone cases to stickers to prints, among other things—pictured on the site.

8. Redbubble offers for sale the products on display, using the final product photos in product listing pages hosted by Redbubble on its site. An example of a product listing page from [www.redbubble.com](http://www.redbubble.com) is picture below. (To be clear, Redbubble does not sell authentic Nike merchandise. This product is a counterfeit.)



9. If a visitor to the site orders a product, upon information and belief, Redbubble then transmits the order to one of its partners to be printed on a blank physical product. This business model is commonly referred to as “print-on-demand” because companies like Redbubble do not hold inventory of finished products, but instead print or facilitate the printing of the designs on physical products when an order is placed.

10. Redbubble handles every aspect of the sales made on [www.redbubble.com](http://www.redbubble.com). Customers complete their purchases on the site, with Redbubble taking their payment information, processing the payments, and depositing the money into their account. Once the order is complete, Redbubble provides order confirmations on its site and by e-mail, providing customers with

1 tracking numbers for shipment of their purchases. All customer service is provided by Redbubble.

2 11. Again, once an order is placed, upon information and belief, Redbubble sends the  
3 order to one of its partners to be printed. Redbubble pays the printer to manufacture the item and  
4 exercises control over the operations of the printers, including site visits to ensure the printers are  
5 following its manufacturing standards.

6 12. Redbubble further provides its printing partners with Redbubble packaging for the  
7 products to be sent to customers, examples of which are pictured below:



15  
16 13. Once Redbubble's printing partners place the products in Redbubble packaging,  
17 they deposit the items with major carriers for delivery to customers. Redbubble maintains  
18 agreements with these carriers, and shipment is made according to the method selected and paid  
19 for by customers on [www.redbubble.com](http://www.redbubble.com).

20 14. When a sale is made by Redbubble, Redbubble pays a portion of the sales proceeds  
21 to the user who originally uploaded the design, but keeps the majority of the proceeds for itself.

22 15. Using this business model, Redbubble is advertising, marketing, creating,  
23 displaying, offering for sale, selling, distributing, and profiting from massive quantities of  
24 counterfeit and infringing products. Many of the counterfeit and infringing products incorporate  
25 exact replicas of registered trademarks (on products in the classes for which the marks are  
26 registered) and copyrighted materials. Other products infringe upon unregistered trademarks and  
27 trade dress. This infringement has ranged from any well-known brand one could think of to lesser  
28 known intellectual properties. A few examples of such infringing products are pictured below:





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