

EXHIBIT F

From: 'erick schonfeld' <erickschonfeld@gmail.com>
To: Michael Arrington <editor@techcrunch.com>; Nik Cubrilovic <cubrilovic@gmail.com>
Sent: 9/18/2008 8:25:04 AM
Attachments: DuoTouch.pdf; fgextension.ppt; modcom.pdf
Subject: Fwd: Browser as an Operating System - Request for introduction to members of tc webtablet

Tablet guys should look at this. TC50 Demopit company I told you about with a browser "OS" that does some cool things.

----- Forwarded message -----

From: Chandrasekar Rathakrishnan <chandra@fusiongarage.com>
Date: Wed, Sep 17, 2008 at 10:59 PM
Subject: Re: Browser as an Operating System - Request for introduction to members of tc webtablet
To: erick@techcrunch.com

Hi Erick,

I missed 3 other attachments with the last email . The 2 pdf are images of devices that we are working with ODMs in Asia.

The 3rd attachment is another 2 slides in the form of a ppt that were missed in the original slide deck.

The first slide here shows that the "Action bar" is the entry point for urls as well.

The 2nd slide here shows that the browser os is not just meant for web tablet or laptop type devices but could work on a variety of form factors including that of mobiles.

Best,
Chandra

On Thu, Sep 18, 2008 at 10:53 AM, Chandrasekar Rathakrishnan <chandra@fusiongarage.com> wrote:
Hello Erick,

It was good meeting you at the TC50 show. Just as a quick recap, I am chandra from Fusion Garage.

We are working on the browser as an operating system. I did meet with Aza Raskin last week and it was a good meeting that we had.

He was impressed with the progress we have made along the lines of the browser as an OS.

It will be great if you could refer us to the group that is working on the techcrunch tablet.

It will be great if we could meet with Michael and/or other key members of the team working on the web tablet ,
so that we can give them a demo and discuss possible collaboration.

TC00000515

I will be in town for a few more days (currently slated to leave for Singapore on Sat midnight)

and it will be great if I could get a meeting prior to my departure.

I am prepared to extend my stay through next week to make a meeting happen as well and hence would be grateful for your help.

We have not launched as yet and are prepared to discuss ways in which we could work together.

I will be glad to meet Michael and/or the other members of the tablet team at a place and time of their convenience.

I look forward to your assistance with the introduction. My local mobile number is 415 309 5633 and my singapore mobile is +65 96705425.

In the meantime, I am attaching a powerpoint that give would give you an idea of the features with the screenshots.

I have also attached pdf with image designs of the devices that we are working with odm partners in asia.

This is not all inclusive but will give you an idea of what we are upto.

Our plans are as follows:

We are probably about 2 months or thereabouts away from primetime.

The idea here with the browser as an OS is that of having to boot with nothing else except the browser on a variety of devices with different form factors.

Obviously this means that the browser needs to evolve from what it is today to deal with a variety of things including , memory management and a user interface

that will enable for such a platform to thrive. We have worked on offline access and all as well.

We have worked on all of such things with our operating environment.

In addition, we have tried to tie the various disparate web services via the browser as a core approach coupled with a unique UI.

We have plans to have this built with our own devices and to licence this to other device manufacturers for free.

It will be great for us to start with the tc web tablet and we are prepared to do that should there be a mutual fit. On the surface, it seems like there is a terrific fit.

Timing wise, it will be best to engage early as we would need to be working with you at a early stage of device conception to try and work device drivers etc.

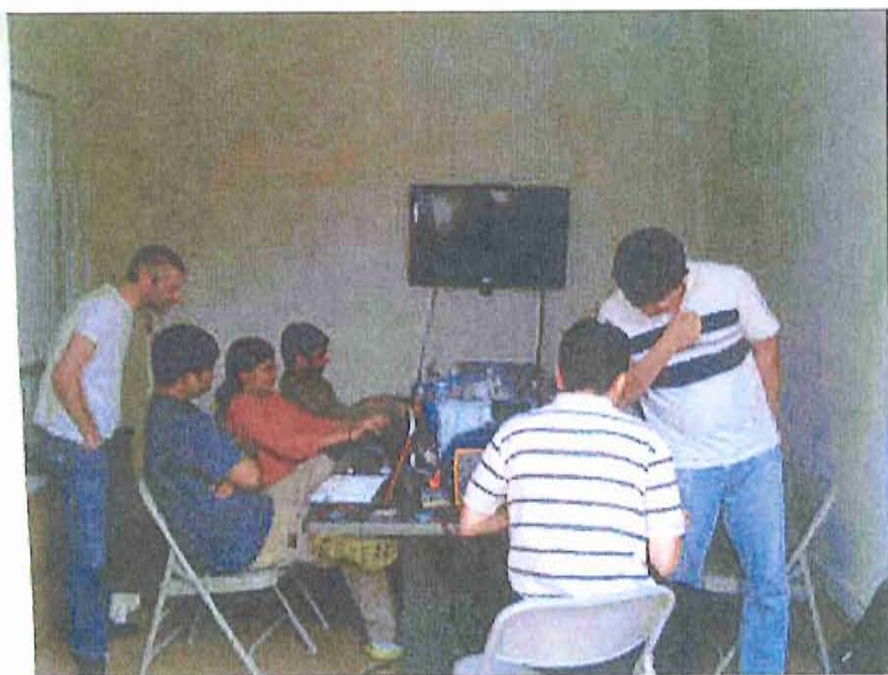
This is assuming that we both want to collaborate on this.

We have a demo working on the Asus EEE which is running our system.

Many thanks,
Chandra

--
Erick Schonfeld
Co-Editor, TechCrunch
<http://www.techcrunch.com/>

EXHIBIT M





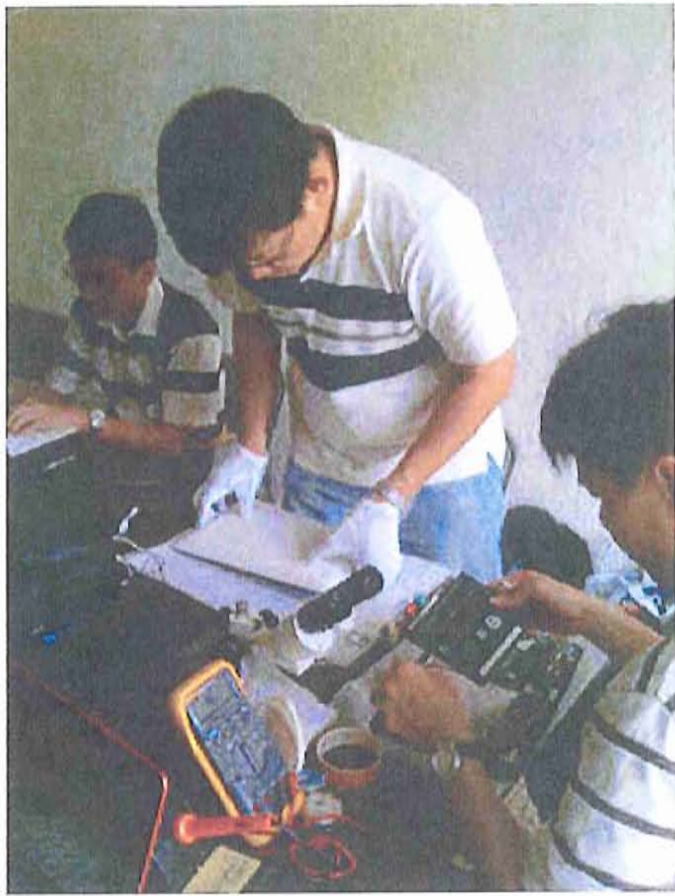


EXHIBIT Y

Redacted

From: Chandrasekar Rathakrishnan <chandra@fusiongarage.com>
Date: November 4, 2009 8:47:15 PM PST
To: Michael Arrington <editor@techcrunch.com>
Cc: brian <brian@techcrunch.com>
Subject: Re: ok, let's either do this or not.

am assuming the article in silicon valley insider triggered this mail ?

so yes, we should do this.

have been having calls with investors etc. I should be able to revert affirmatively on that by wknd.

device almost there. next week, we shld have abt 10 of this devices stable and working.

really need the LOI from your end before my wknd calls with investors.

might also have to go to new york on monday for a day or 2 to meet with Eric and bruce (the investors)for a chat. they happen to be in the US for other matters so that helps in closing the loop.

will revert again over the weekend

On Thu, Nov 5, 2009 at 5:46 AM, Michael Arrington <editor@techcrunch.com> wrote:

EXHIBIT Z

Redacted

From: Chandrasekar Rathakrishnan <chandra@fusiongarage.com>
Date: November 10, 2009 12:16:12 AM PST
To: Michael Arrington <editor@techcrunch.com>
Subject: Re: so seriously, where are we

mike,

sorry but been caught up with various things.
we are almost there. wrapping and tidying up.
only delay been touch panels. new panels got delayed.
they will now be ready by friday. (cleared all hurdles there, so no further delay is anticipated)
i will be able to show off a final product demo either on the 16th or 17th of nov. this is the version that is ready to go live on stage.

on financing am almost there in getting the 2 guys i referenced, on board.
need till end week for them to revert affirmatively.
i might head to new york to meet with an existing investor and one of the new guys this week.

they are traveling together at the moment and will be in NY. might go down to discuss and finalize the deal.
still on the same valuation as discussed previously.
delay have been down to the 2 traveling extensively over the last 2 weeks.

finally, still need the letter of offer from your end.

thanks,
chandra

On Tue, Nov 10, 2009 at 1:19 PM, Michael Arrington <editor@techcrunch.com> wrote:
we're getting very close to thanksgiving. everything is shutting down for the year.

EXHIBIT BB

Details

Company Name: Fusion Garage Pte Ltd

Launch Name (if different than above): Project Fuse

Company URL: www.fusiongarage.com

Logo (.eps or .ai format):

Unsupported
Image Type

Company Description (50 words max): Fusion Garage was founded in Feb 2008.

Project Fuse - "The browser as an operating system".

So far, the promise of the Web OS has been just that. - A promise.

"What if the browser could boot without an OS? How different would the world be?"

Project Fuse is an operating system with the browser at its core. The idea essentially is the browser as an OS.

- An UI experience that ties the browser OS with various web services.
(inspired by Jeff Raskin & his "humane interface").

- Enables a new hybrid of low cost devices with a variety of form factors that is cloud driven.

- No distinction between a mobile and a laptop. They will be connected and have a SIM. (only distinction- that of form factors)

- Deals with fragmentation of the web and enables a unification of web services.
For example, an universal contact list that ties the various presence of an individual on the web along with his mobile.

Additionally, the OS is built with a social wrap that enables it to be socially active.

- Communication will be unified.(blogs, social networks, emails and IMs amongst others.)
Addresses the problem of information overload.

- Apps will work both online and offline.

- Developers can truly write once for the web and have it working across a variety of devices.

Coordinating Contact: Chandrasekar Rathakrishnan

E-mail: chandra@fusiongarage.com

Phone: +65 96705425

Other Information:

DemoPit Presenters (2 recommended):

Name	Title	Email
Chandrasekar Rathakrishnan	Founder & CEO	chandra@fusiongarage.com
Arul Prasad	Lead Engineer	arulprasad@fusiongarage.com
Thye Yeow Bok	Lead Engineer	thyeYeowbok@fusiongarage.com
Showing <input type="text" value="20"/> records (1 - 3 of 3)		

[Email Users](#)

EXHIBIT CC

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

--o0o--

INTERSERVE, INC., dba)
TECHCRUNCH, a Delaware)
corporation, and CRUNCHPAD,)
INC., a Delaware)
corporation,)

Plaintiffs,)

vs.)

FUSION GARAGE PTE. LTD., a)
Singapore company,)

Defendants.)
_____)

CERTIFIED
COPY

No. C 09-cv-5812 RS

(PVT)

VIDEOTAPED DEPOSITION OF
CHANDRASEKAR RATHAKRISHNAN

Thursday, April 22, 2010

CONFIDENTIAL portions bound separately: Pages 44-49, 94-105,
110-158, and 281-334

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY portions bound
separately: Pages 50-56, 65-66, 106-109, and 159-258

REPORTED BY: DEBRA ALLUSTIARTI CSR 10929 JOB 427851

M E R R I L L C O R P O R A T I O N

10:30:56 1 been in Fusion Garage at any time?

10:31:00 2 A. That's confidential.

10:31:02 3 Q. This case is governed by a protective
10:31:05 4 order, so you may answer.

10:31:05 5 MR. DOOLITTLE: Well, to the extent that
10:31:07 6 that requires you to divulge investor information
10:31:10 7 that hasn't already been divulged to the public or
10:31:11 8 to TechCrunch, I'll instruct you not to answer
10:31:11 9 based on the motion for protective order that was
10:31:15 10 granted.

10:31:15 11 THE WITNESS: So to clarify, what's
10:31:18 12 already public knowledge; is that correct?

10:31:18 13 MR. BRIDGES: Q. What is public
10:31:21 14 knowledge?

10:31:26 15 A. The shareholders includes -- that are
10:31:27 16 public knowledge -- Raffles Technology.

10:31:28 17 Q. What others?

10:31:32 18 A. Stamford.

10:31:34 19 Q. S-t-a-m-f-o-r-d?

10:31:37 20 A. Yeah. Technology.

10:31:40 21 Q. Yes.

10:31:41 22 A. Dr. Bruce Lee.

10:31:43 23 Q. Yes.

24 A. Myself.

25 Q. Yes.

10:31:55 1 A. CSL.

10:31:57 2 Q. That's a Malaysian company?

10:31:58 3 A. Yes.

10:32:01 4 Q. What others?

10:32:02 5 A. That's what's public knowledge.

10:32:04 6 Q. How many shareholders are there who are

10:32:05 7 not known to the public?

10:32:07 8 MR. DOOLITTLE: You can answer that.

10:32:09 9 THE WITNESS: There were two of them.

10:32:10 10 MR. BRIDGES: Q. Where are they

10:32:19 11 located?

10:32:24 12 A. In Singapore and Hong Kong.

10:32:30 13 MR. BRIDGES: Mr. Doolittle, I don't

10:32:33 14 think that your client's entitled to withhold that

10:32:34 15 information based on the order, but we can circle

10:32:35 16 back to that at the end of the day.

10:32:38 17 MR. DOOLITTLE: Okay. We disagree.

10:32:45 18 MR. BRIDGES: I understand.

10:32:46 19 Q. Who have been all of the officers --

10:32:52 20 sorry. Strike that.

10:32:53 21 When you founded Fusion Garage, did it

10:32:54 22 have a board of directors?

10:32:56 23 A. Yes.

24 Q. Who was on the board of directors?

25 A. It was my mother.

10:47:58 1 MR. DOOLITTLE: Well, I don't know that
10:47:59 2 until I hear the questions, so ...

10:48:03 3 MR. BRIDGES: Q. Does Fusion Garage
10:48:05 4 have any bank accounts in the United States?

10:48:08 5 A. Yes, we do.

10:48:13 6 Q. With what banks?

10:48:14 7 A. With Wells Fargo.

10:48:17 8 Q. Any others?

10:48:21 9 A. Not that I -- no.

10:48:23 10 Q. Does Fusion Garage, Inc., have any bank
10:48:26 11 accounts in the United States?

10:48:28 12 A. I'll make the correction: It was Fusion
10:48:32 13 Garage, Inc., that has a bank account in the U.S.

10:48:35 14 Q. Does Fusion Garage, the Singaporean
10:48:35 15 company, have any bank accounts in the United
10:48:36 16 States?

10:48:44 17 A. Not that I know of.

10:48:45 18 Q. Does Fusion Garage, Inc., have any
10:48:50 19 PayPal accounts?

10:48:51 20 A. No.

10:48:52 21 MR. DOOLITTLE: Could you read that
10:48:59 22 question back.

10:49:01 23 (Record read.)

24 MR. BRIDGES: Q. Does Fusion Garage,
25 the Singaporean company, have any PayPal accounts?

11:14:23 1 Q. When is the first time you ever
11:14:24 2 discussed Project Fuse with the public?
11:14:27 3 A. April 2009.
11:14:32 4 Q. In what context?
11:14:33 5 A. It was referred to as the "CrunchPad
11:14:38 6 Prototype C."
11:14:39 7 Q. So Project Fuse and CrunchPad Prototype
11:14:40 8 C were the same thing?
11:14:47 9 A. Yes.
11:14:47 10 Q. I'm sorry. When -- when did you say
11:14:49 11 that was?
11:15:13 12 A. April 2009.
11:15:20 13 Q. What -- strike that. We'll leave that.
11:15:25 14 When did Fusion Garage begin working on
11:15:34 15 a web tablet with TechCrunch or CrunchPad?
11:15:37 16 A. It was in December -- it was in
11:15:40 17 December -- well, it was between the period of
11:15:52 18 October and December 2008.
11:15:54 19 Q. And what work did Fusion Garage do
11:15:56 20 between the beginning of its work and the delivery
11:15:58 21 of Prototype C?
11:15:59 22 MR. DOOLITTLE: Objection. Vague and
11:16:01 23 ambiguous, overbroad.
24 THE WITNESS: Could you clarify that a
25 little bit?

11:16:05 1 MR. BRIDGES: Q. What was --

11:16:08 2 A. As in, what specifically -- what
11:16:12 3 specifically you meant when you said "work."

11:16:19 4 Q. What efforts did personnel of Fusion
11:16:23 5 Garage put in to working with TechCrunch or
11:16:23 6 CrunchPad between October 2008 and the delivery of
11:16:25 7 Prototype C?

11:16:27 8 MR. DOOLITTLE: Object. Overbroad,
11:16:29 9 vague as to time and vague and ambiguous.

11:16:34 10 THE WITNESS: We were never tasked with
11:16:36 11 delivery of Prototype C. We started working with
11:16:42 12 them in December -- between October 2008 and
11:16:45 13 December 2008, where we were -- as part of the due
11:16:47 14 diligence process, we gave them browser software
11:16:49 15 for their Prototype B.

11:16:53 16 MR. BRIDGES: Q. You referred to a
11:16:55 17 "process." I didn't hear the words -- as part of
11:17:03 18 what process?

11:17:05 19 A. Due diligence.

11:17:06 20 MR. BRIDGES: Could you please reread
11:17:34 21 the last answer.

11:17:42 22 (Record read.)

11:17:46 23 MR. BRIDGES: Q. After you gave them
24 browser software for Prototype B, what was the next
25 work that Fusion Garage did in connection with

11:31:30 1 were some persons consultants whom you informed?

11:31:33 2 A. They were all employed with the company.

11:31:36 3 Q. Did you inform any persons outside the

11:31:39 4 company at any time that Pegatron had triggered the

11:31:42 5 parting of ways with Fusion Garage?

11:31:48 6 A. To my recollection, the shareholders.

11:31:50 7 Q. Had you disclosed it to any prospective

11:31:51 8 shareholders who had not yet invested?

11:31:52 9 A. Yes.

11:31:53 10 Q. To whom?

11:32:01 11 A. CSL.

11:32:03 12 Q. Any other prospective investors?

11:32:05 13 A. Not to my recollection.

11:32:07 14 Q. Did you see CrunchPad as a potential

11:32:11 15 investor in Fusion Garage?

11:32:12 16 A. I saw CrunchPad as a potential acquirer

11:32:14 17 of Fusion Garage.

11:32:16 18 Q. And do you believe that you were in

11:32:17 19 acquisition negotiations at the time?

11:32:24 20 A. Yes, we were.

11:32:27 21 Q. But you failed to inform CrunchPad of

11:32:31 22 the fact that you had informed other prospective

11:32:31 23 investors about Pegatron's triggering the parting

24 of ways?

25 MR. DOOLITTLE: Objection, vague and

11:32:35 1 ambiguous.

11:32:39 2 THE WITNESS: I'm not sure I understood
11:32:42 3 the question. Would you repeat that again, please?

11:32:50 4 MR. BRIDGES: Q. You failed to inform
11:32:56 5 CrunchPad or TechCrunch about a fact that you had
11:33:00 6 informed prospective investors about; namely, that
11:33:04 7 Pegatron had triggered a parting of ways, correct?

11:33:07 8 A. Yes.

11:33:13 9 Q. Is there any particular reason why --
11:33:13 10 why Fusion Garage did not tell a potential acquirer
11:33:18 11 that fact?

11:33:22 12 A. There wasn't any official term sheet on
11:33:23 13 the table that required us to give that
11:33:27 14 information.

11:33:31 15 Q. When -- you've used several times the
11:33:31 16 term "official term sheet." What do you mean by
11:33:35 17 "official term sheet"?

11:33:38 18 A. A written letter offer stating an
11:33:41 19 explicit intention to acquire the company with a --
11:33:42 20 again, to a certain set of terms. That's my
11:33:44 21 understanding of a term sheet.

11:33:45 22 Q. Does it have to be signed?

11:33:47 23 A. Well, I mean --

24 MR. DOOLITTLE: Objection, calls for
25 speculation.

11:41:02 1 Q. What was the context in which you wrote
11:41:06 2 this e-mail?

11:41:06 3 MR. DOOLITTLE: Objection, vague and
11:41:12 4 ambiguous.

11:41:15 5 THE WITNESS: We were in acquisition
11:41:17 6 discussions with CrunchPad; the term sheet, despite
11:41:22 7 several requests, were not forthcoming; we were
11:41:26 8 pretty frustrated about that; we had a time line to
11:41:29 9 go to market; and if we could not agree on terms,
11:41:34 10 we're suggesting that we were going to go on
11:41:36 11 Plan B.

11:41:41 12 MR. BRIDGES: Q. What was Plan B?

11:41:46 13 A. If the acquisition falls through, Plan B
11:41:48 14 was to go out on our own and roll out the product
11:41:52 15 that we were developing.

11:41:53 16 Q. When did Fusion Garage begin laying the
11:41:54 17 groundwork for Plan B?

11:41:58 18 MR. DOOLITTLE: Objection, vague and
11:42:02 19 ambiguous as to the term "laying the groundwork."

11:42:06 20 THE WITNESS: As a start-up, we don't
11:42:06 21 build a company for an acquisition. Plan B was
11:42:12 22 always in place; where, if an acquisition doesn't
11:42:13 23 go according to plan, the company can still move
24 forward with this and go to market. So Plan B was
25 always something that was around.

17:59:49 1 THE WITNESS: Yes. And an assumption of
17:59:52 2 loans could include repayment of loans as well, and
17:59:54 3 that would equate to a cash component of the deal.

17:59:56 4 MR. BRIDGES: Q. Cash component of the
17:59:56 5 deal, but it would not be a cash acquisition.

17:59:59 6 A. Yes, it was --

18:00:01 7 Q. This was a deal that was going to have a
18:00:03 8 number of different component parts, correct?

18:00:06 9 MR. DOOLITTLE: Objection. Vague and
18:00:08 10 ambiguous, assumes facts, lacks foundation.

18:00:08 11 THE WITNESS: From my understanding,
18:00:18 12 yes.

18:00:18 13 MR. BRIDGES: Q. Tell me all of the --
18:00:25 14 strike that.

18:00:29 15 What advertising has Fusion Garage
18:00:30 16 engaged in to promote the sales of the JooJoo?

18:00:35 17 MR. DOOLITTLE: Objection. Vague,
18:00:37 18 ambiguous as to the term "advertising"; overbroad.

18:00:40 19 MR. BRIDGES: Q. You may answer.

18:00:43 20 A. I want to clarify what you meant by
18:00:45 21 advertising and what you meant by "what
18:00:46 22 advertising." I mean, what does "what" in this
18:00:49 23 context refer to?

24 Q. I'd like to know all the advertising
25 Fusion Garage has engaged in to promote the sale of

18:00:55 1 JooJoo tablets.

18:00:55 2 MR. DOOLITTLE: Objection, vague and
18:00:57 3 ambiguous.

18:01:00 4 THE WITNESS: It's been primarily public
18:01:02 5 relations; which includes meeting up with
18:01:07 6 journalists to introduce the product, demonstrate
18:01:12 7 it for them to write about it -- or show videos of
18:01:15 8 it -- and reviews by providing units for them to
18:01:16 9 play around with it and then provide opinions on
18:01:18 10 it.

18:01:21 11 MR. BRIDGES: Q. Now, you said
18:01:23 12 "primarily public relations," and then you
18:01:27 13 indicated those things.

18:01:32 14 What else has there been, in terms of
18:01:33 15 efforts by Fusion Garage, to promote the sales of
18:01:35 16 JooJoo tablets?

18:01:37 17 MR. DOOLITTLE: Objection. Vague and
18:01:39 18 ambiguous, lacks foundation.

18:01:41 19 THE WITNESS: It's been just what I just
18:01:43 20 referenced right now. Nothing else.

18:01:45 21 MR. BRIDGES: Q. Nothing else. No
18:01:46 22 print advertising?

18:01:49 23 A. Not to my knowledge.

24 Q. No television advertising?

25 A. No.

18:01:54 1 Q. No radio advertising?

18:01:58 2 A. I'll clarify that. There was no

18:02:01 3 television advertising by us, but there was news

18:02:04 4 segments featuring JooJoo.

18:02:05 5 Q. That's more in the nature of public

18:02:06 6 relations, correct?

18:02:10 7 A. Yes.

18:02:13 8 Q. Has Fusion Garage retained an

18:02:16 9 advertising agency?

18:02:18 10 MR. DOOLITTLE: Objection to the term

18:02:21 11 "advertising agency." It's vague and ambiguous.

18:02:24 12 THE WITNESS: Sorry. I just want to

18:02:26 13 clarify. Your question was, have we retained an

18:02:27 14 advertising agency?

18:02:27 15 MR. BRIDGES: Q. Right.

18:02:30 16 A. No.

18:02:38 17 Q. Has Fusion Garage engaged in any

18:02:38 18 Internet search-based advertising such as Google

18:02:39 19 AdWords?

18:02:39 20 MR. DOOLITTLE: Same objection. Vague

18:02:39 21 and ambiguous.

18:02:39 22 THE WITNESS: No.

18:02:39 23 (The following testimony has been

24 designated as "Confidential," pursuant to a

25 protective order and can be found in a separately

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE OF REPORTER

I, DEBRA ALLUSTIARTI, a Certified Shorthand Reporter, hereby certify that the witness in the foregoing deposition was by me duly sworn to tell the truth, the whole truth and nothing but the truth in the within-entitled cause;

That said deposition was taken down in shorthand by me, a disinterested person, at the time and place therein stated, and that the testimony of the said witness was thereafter reduced to typewriting, by computer, under my direction and supervision.

That before completion of the deposition, review of the transcript was [] was not [X] requested. If requested, any changes made by the deponent (and provided to the reporter) during the period allowed are appended hereto.

I further certify that I am not of counsel or attorney for either or any of the parties to the said deposition nor in any way interested in the event of this cause and that I am not related to any of the parties thereto.

DATED: April 26, 2010

Debra Allustiarti

DEBRA ALLUSTIARTI CSR, No. 10929

EXHIBIT FF

Michael Arrington

~~Highly Confidential - Attorneys' Eyes Only~~

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

INTERSERVE, INC., dba)

TECHCRUNCH, a Delaware)

corporation, and CRUNCHPAD,)

INC., a Delaware)

corporation,)

Plaintiffs,)

vs.) No. 09-CV-5812 RS

FUSION GARAGE PTE. LTD, a)

Singapore company,)

Defendant.)

**CERTIFIED
COPY**

CONFIDENTIAL

VIDEOTAPED DEPOSITION OF

INTERSERVE, INC. dba TECHCRUNCH

MICHAEL ARRINGTON

Redwood Shores, California

Tuesday, April 20, 2010

HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY

REPORTED BY:

JAY W. HARBIDGE, CSR NO. 4090

**USLEGAL
SUPPORT**

Certified Shorthand Reporters

180 Montgomery Street
Suite 2180
San Francisco, CA 94104

888-575-3376 • Fax 888-963-3376
www.uslegalsupport.com

1 people at TechCrunch would be incurring expenses?

2 A. Yes.

3 Q. And that the people at TechCrunch should
4 pick up those expenses?

5 A. Yes.

6 Q. Okay. Now, the question is, did you or
7 Mr. Rahthakrishnan ever discuss what conditions had
8 to take place in order for the project to be defined
9 as, quote, "successful," close quote?

10 MR. BRIDGES: Objection, vague and
11 ambiguous.

12 THE WITNESS: Certainly going to market
13 with an announcement that we were ready and we were
14 taking orders was a key factor in -- a key milestone
15 in the project.

16 BY MR. STERN:

17 Q. That wasn't my question. Move to
18 strike.

19 My question was, did you and
20 Mr. Rahthakrishnan discuss what would be the
21 definition of a, quote, "successful," close quote,
22 project?

23 MR. BRIDGES: Objection, vague and
24 ambiguous, asked and answered.

25 THE WITNESS: Success was determined

1 based on a desire to push the project forward, that
2 we had a workable and sellable product.

3 BY MR. STERN:

4 Q. Today, as we sit here today, do you
5 consider the JooJoo to be a successful product?

6 MR. BRIDGES: Objection, lacks
7 foundation, competence, vague and ambiguous.

8 THE WITNESS: I don't even know what
9 that's relevant to.

10 BY MR. STERN:

11 Q. That's not the -- do you have an answer
12 to the question?

13 A. Define "successful product."

14 Q. It's not part of my testimony,
15 Mr. Arrington. You have a sworn statement that
16 you've made to Judge Seeborg that says that the
17 parties agreed that each would bear its own losses
18 of time, energy and money if the project was not
19 successful, and to share the profits if it was.

20 And my question is, and I can't force you
21 to answer -- I'm just asking the question -- can you
22 tell me, sir, whether or not the JooJoo is, in your
23 estimation, a successful product?

24 MR. BRIDGES: Objection, vague and
25 ambiguous, lacks foundation, competence.

1 provision has a 60-day window, right?

2 A. This clause has a 60-day window.

3 Q. Why did CrunchPad offer Fusion Garage a
4 no-shop provision that was only 60 days long?

5 A. My guess, and this is a guess because I
6 did not draft this document, but my strong guess is
7 that this was a form that Heather used and she
8 didn't take it out.

9 Q. What does that mean, she didn't take it
10 out?

11 A. The idea was get something over for them
12 to look at.

13 MR. STERN: If there was a concern about
14 the no-shop and it being something real, we would
15 have -- you know, if we were really concerned about
16 them leaving or something breaking down, we would
17 have had them sign this or something. I mean, we
18 would have been concerned that was something was
19 done, you know, to protect us legally in that sense.

20 Q. Take a look at the email at the top of
21 Exhibit 7. It says:

22 "Attached for your review is our letter
23 of intent to acquire Fusion Garage."

24 Do you see that?

25 A. Uh-huh.

1 STATE OF CALIFORNIA)
2) ss
3 COUNTY OF SAN FRANCISCO)

4 I, JAY W. HARBIDGE, Certified Shorthand
5 Reporter, do hereby certify:

6 That prior to being examined, the
7 witness in the foregoing proceedings was by me duly
8 sworn to testify to the truth, the whole truth, and
9 nothing but the truth;

10 That said proceedings were taken before
11 me at the time and place therein set forth and were
12 taken down by me in shorthand and thereafter
13 transcribed into typewriting under my direction and
14 supervision;

15 I further certify that I am neither
16 counsel for, nor related to, any parties to said
17 proceedings, nor in anywise interested in the
18 outcome thereof.

19 In witness whereof, I have hereunto
20 subscribed my name.

21 Dated: April 22, 2010



22 *[Signature]*
23
24 JAY W. HARBIDGE

25 CSR No. 4090