

EXHIBIT D

1 QUINN EMANUEL URQUHART OLIVER & HEDGES, LLP
 Claude M. Stern (Bar No. 96737)
 2 claudestern@quinnemanuel.com
 Patrick Doolittle (Bar No. 203659)
 3 patrickdoolittle@quinnemanuel.com
 50 California Street, 22nd Floor
 4 San Francisco, California 94111
 Telephone: (415) 875-6600
 5 Facsimile: (415) 875-6700

6 Attorneys for Defendant Fusion Garage PTE. Ltd

7
8 UNITED STATES DISTRICT COURT

9 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

Plaintiffs,

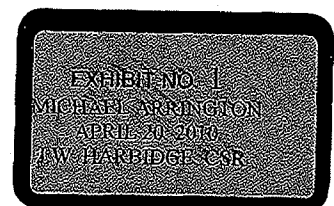
vs.

FUSION GARAGE PTE. LTD, a Singapore
company,

Defendant.

CASE NO. 09-cv-5812 RS

**FUSION GARAGE PTE. LTD'S REVISED
NOTICE OF RULE 30(B)(6) DEPOSITION
TO TECHCRUNCH**



1 Pursuant to the stipulation of the parties, the Rule 30(b)(6) deposition of Plaintiff
 2 Interserve, Inc. dba TechCrunch ("TechCrunch") shall take place on April 20, 2010 at 10:00 a.m.,
 3 at the offices of Quinn Emanuel Urquhart & Sullivan, LLP, 555 Twin Dolphin Dr., Redwood
 4 Shores, California, 94065. Pursuant to Rule 30(b)(6), TechCrunch shall designate one or more of
 5 its officers, directors, managing agents or other persons to testify on its behalf as to matters known
 6 or reasonably available to TechCrunch concerning the subjects identified in the attached Schedule
 7 A.

8 The deposition will be taken before a notary public or other officer authorized by law to
 9 administer oaths, and will be recorded by stenographic and videographic means. Provisions for
 10 real time review via LiveNote or other similar means may also be made available. Said deposition
 11 shall proceed from day-to-day until complete, Saturdays, Sundays and Holidays excepted

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: April 19, 2010

By: Patrick C. Doolittle / JLS
 Patrick C. Doolittle

QUINN EMANUEL URQUHART &
 SULLIVAN, LLP
 50 California Street, 22nd Floor
 San Francisco, California 94111
 Telephone: (415) 875-6600
 Facsimile: (415) 875-6700

Attorneys for Defendant Fusion Garage PTE Ltd.

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
26
27
28

PROOF OF SERVICE

I, Brandi Cheek, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am employed in the City of San Francisco, County of San Francisco, State of California, in the office of a member of the bar of this court, at whose direction the service was made. I am a resident of the United States, over the age of eighteen (18) years, and not a party to or interested in the within-entitled action. My business address is Quinn Emanuel Urquhart & Sullivan, LLP, at 50 California Street, 22nd Floor, San Francisco, CA 94111.

I caused to be served the following document(s):

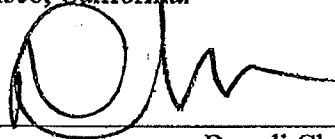
FUSION GARAGE PTE. LTD.'S REVISED NOTICE OF RULE 30(B)(6) DEPOSITION TO TECHCRUNCH

I caused the above documents to be served on each person on the attached list by the following means:

I enclosed true and correct copies of said documents in an envelope, and consigned it for hand delivery via messenger on April 19, 2010.
(Indicated on the attached address list by an [H] next to the address.)

I am readily familiar with my firm's practice for collection and processing of correspondence for delivery in the manner indicated above, to wit, that correspondence will be deposited for collection in the above-described manner this same day in the ordinary course of business.

Executed on April 19, 2010, at San Francisco, California.



Brandi Cheek

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
26
27
28

SERVICE LIST

| | | |
|--|--|--|
| Key: [E] Delivery by E-Mail [H] Delivery by Hand Service | [FD] Delivery by Federal Express [E/FD] Delivery by E-Mail and Federal Express | [M] Delivery by Mail [E/M] Delivery by E-Mail and Mail |
|--|--|--|

| | |
|--|--|
| [H] David Bloch Winston & Strawn LLP 101 California Street 39th Floor San Francisco, CA 94111-5802 | |
|--|--|

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
26
27
28

SCHEDULE A

DEFINITIONS

1. "YOU", "YOUR", or "TECHCRUNCH" means Plaintiff Interserve, Inc., d/b/a TechCrunch, and any person acting under its direction or on its behalf, including its employees, agents, and attorneys.

2. "FUSION GARAGE" or "DEFENDANT" means Defendant Fusion Garage PTE. Ltd., and any person acting under its direction or on its behalf, including its employees, agents, and attorneys.

3. "CP INC." means Plaintiff CrunchPad, Inc., and any person acting under its direction or on its behalf, including its employees, agents, and attorneys.

4. "CRUNCHPAD" means the CrunchPad web tablet computer alleged in YOUR complaint, including any of its prototypes or versions.

5. "JOOJOO" means the JooJoo web tablet computer, including any of its prototypes or versions.

TOPICS FOR RULE 30(b)(6) DEPOSITION

1. YOUR contention that FUSION GARAGE may dissipate its assets absent a preliminary injunction.

2. YOUR contention that FUSION GARAGE is a financially insecure start-up company funded mostly by loans at confiscatory rates.

3. YOUR contention that a partnership or joint venture existed between YOU and FUSION GARAGE.

4. Any merger or acquisition discussions between or amongst YOU, FUSION GARAGE, and CP INC.

5. All instances in which YOU allegedly loaned money to FUSION GARAGE or advanced money to FUSION GARAGE.

6. Any investments YOU allegedly made in FUSION GARAGE.

7. Any funding YOU secured for the development of the CRUNCHPAD.

1 8. YOUR alleged hosting of FUSION GARAGE personnel at YOUR headquarters in
2 California, as described in Paragraphs 33 and 35 of the Complaint.

3 9. YOUR alleged threats to "turn the project off," as described in Paragraph 28 of the
4 Complaint.

5 10. Any alleged contributions YOU made to the hardware, software, design, or other
6 aspects of the CRUNCHPAD.

7 11. Any alleged contributions YOU made to the hardware, software, design, or other
8 aspects of the JOOJOO.

9 12. Any alleged ownership right YOU claim to have in any intellectual property
10 relating to the CRUNCHPAD.

11 13. Any alleged ownership right YOU have in any intellectual property relating to the
12 JOOJOO.

13 14. Any allegedly fraudulent statements YOU contend FUSION GARAGE made about
14 YOU.

15 15. All instances of false advertising that YOU contend FUSION GARAGE
16 committed.

17

18

19

20

21

22

23

24

25

26

27

28