

EXHIBIT E

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8
9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**
11 **SAN JOSE DIVISION**

12 **INTERSERVE, INC., dba TECHCRUNCH,)**
13 **a Delaware corporation, and CRUNCHPAD,)**
14 **INC., a Delaware corporation,)**

14 Plaintiffs,

15 vs.

16 **FUSION GARAGE PTE. LTD., a Singapore)**
17 **company,)**

17 Defendant.

Case No. CV-09-5812 JW (PVT)

**INTERSERVE DBA TECHCRUNCH'S
SUPPLEMENTAL RESPONSE TO FUSION
GARAGE PTE. LTD.'S
INTERROGATORIES, SET ONE, TO
TECHCRUNCH**

[Supplementing Responses to Interrogatory
Nos. 8, 9, and 10]

19
20 Interserve, Inc. dba TechCrunch ("TechCrunch") hereby responds to Fusion Garage Pte.
21 Ltd.'s Interrogatories, Set One, to TechCrunch as follows:

22 **GENERAL OBJECTIONS**

23 TechCrunch makes the following general objections, whether or not separately set forth in
24 response to each and every instruction, definition and interrogatory:

25 1. TechCrunch objects to each interrogatory to the extent that it seeks information that is
26 protected by the attorney-client privilege, the work product privilege and/or any other applicable
27 privilege. Such information will not be disclosed. Any inadvertent disclosure of such information
28 shall not be deemed a waiver of the attorney-client privilege, the attorney work product doctrine, or

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1 any other applicable privilege or immunity recognized by statute or case law.

2 2. TechCrunch objects to each interrogatory to the extent that it seeks information protected by
3 a constitutional right of privacy or applicable privacy law.

4 3. TechCrunch objects to each interrogatory to the extent that it seeks information not
5 reasonably related to the claims or defenses in this matter.

6 4. TechCrunch objects to each interrogatory, and the instructions contained therein, to the
7 extent they purport to impose any requirement or discovery obligation on TechCrunch other than
8 those set forth in the Federal Rules of Civil Procedure and the applicable rules of this Court.

9 5. TechCrunch responds to the interrogatories with information of which it is now aware and
10 reserves the right to modify or amend its responses if and when it becomes aware of information not
11 reflected in its responses.

12 **RESPONSE TO SPECIAL INTERROGATORIES**

13 **SPECIAL INTERROGATORY NO. 1**

14 Describe with particularity each and every "business idea" that YOU contend DEFENDANT
15 misappropriated.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 1**

17 TechCrunch objects that this interrogatory is overbroad and unduly burdensome and seeks
18 information outside the scope of permissible discovery because it seeks information that is not
19 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the
20 discovery of admissible evidence. TechCrunch further objects to this interrogatory as vague and
21 ambiguous. TechCrunch also objects to the extent this interrogatory seeks information protected by
22 the attorney-client privilege or the work product doctrine.

23 Without waiving and subject to TechCrunch's general and specific objections, TechCrunch
24 respond as follows:

25 Fusion Garage has appropriated for its own benefit the joint collaborative effort between
26 CrunchPad Inc. and Fusion Garage to develop the so-called "CrunchPad." The CrunchPad was
27 conceived by CrunchPad Inc.'s principal, Mr. Arrington, no later than July 2008, before CrunchPad
28

1 Inc. came into existence. On July 21, 2008, Mr. Arrington described his business idea as “a dead
2 simple web tablet for \$200.” He elaborated:

3 Here’s The Plan

4 We’ll organize a small team of people to spec this out. First is the marketing document that
5 just outlines what the machine will do – we have a first draft of that already and will post it
6 soon. Then we’ll spec out the hardware and get people to help write the customized Linux
7 and Firefox code. Once we’ve completed the design we’ll start to work with the supply chain
8 company to get an idea on the cost of the machine (the goal is \$200), and hopefully build a
9 few prototypes. Anyone who contributes significantly to the project would get one of those
10 first prototypes. If everything works well, we’d then open source the design and software and
11 let anyone build one that wants to.

12 The goal is to keep the machine very simple and very cheap. I think this will be a lot of fun,
13 and it may just turn into an actual product that we can use to surf the web and talk to our
14 friends.

15 We’ll be coordinating the project over at TechCrunchIT. Leave a comment there if you want
16 to participate and we’ll be in touch soon.

17 By August 30, 2008, TechCrunch had constructed its first prototype web tablet. Fusion
18 Garage played no role in the development of that prototype. TechCrunch posted pictures and a
19 description on the TechCrunch blog, referring to it as Prototype A. As Michael Arrington noted in
20 the blog posting: TechCrunch was “still far from having beta units but there is now a team working
21 on the project, and an incredible group of people and companies have reached out to us to help.
22 We’ve learned a lot about building a hardware device over the last few weeks, and it’s clear that it is
23 quite possible to build a high performance web tablet in the price range we anticipated.”

24 In September 2008 TechCrunch and CrunchPad recruited Louis Monier to lead the project to
25 build the CrunchPad. Mr. Monier was the founder and former CTO of AltaVista and had held
26 positions at eBay, Google, and other high-performance Web- or technology-focused companies. As
27 Fusion Garage publicly acknowledged, it “worked closely with Louis Monier in getting the software
28 in shape for the hardware prototype B. We continue to work with [CrunchPad and TechCrunch] in
getting the software in shape to make crunchpad a easy to use device.” All of the contributions of
Mr. Monier and the other CrunchPad-affiliated individuals referenced in this Fusion Garage blog
post constitute business ideas. Fusion Garage further conceded that “We continue to work with

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1 Louis Monier on the feature set and the user experience. We are thrilled with this progress and
2 would like to take the opportunity to thank Michael and Louis for giving us the opportunity to work
3 with them on the Techcrunch Tablet.” Mr. Monier made presentations to Google and others
4 concerning the project in an effort to encourage interest, raise investment capital, and assist in the
5 development effort. At the time, Fusion Garage acknowledged that it had never built hardware, but
6 instead wanted to build software that Fusion Garage would license to mobile device creators for a
7 fee. TechCrunch imparted its substantial knowledge of hardware design to Fusion Garage. All of
8 these contributions to the feature set and user experience were business ideas that Fusion Garage has
9 now sought to misappropriate for its private benefit. All of the contributions of Mr. Monier and the
10 other CrunchPad-affiliated individuals referenced in Fusion Garage’s January and February 2009
11 blog post were business ideas that have now been misappropriated by Fusion Garage and
12 incorporated into Fusion Garage’s ersatz “JooJoo” device.

13 In approximately April 2009 Mr. Rathakrishnan traveled to Palo Alto and remained in the
14 Bay Area through the summer. During this period Mr. Rathakrishnan was hosted by TechCrunch’s
15 Keith Teare and, through Mr. Teare, introduced to multiple potential investors in the CrunchPad
16 project. Potential investors contacted by TechCrunch during this period included Intel, Dell, HP,
17 NVidia, The New York Times, LG, Merus Capital, Atlas Ventures, Ron Conway, and First Round
18 Capital. During this same period, Mr. Rathakrishnan used TechCrunch’s and CrunchPad’s facilities
19 and met with their in-house personnel to discuss the specific atom processor that would be used in
20 the eventual CrunchPad device. Mr. Teare set up other funding and supplier meetings, including a
21 meeting in Asia with LG that Mr. Rathakrishnan failed or refused to attend. Through Mr. Teare,
22 Intel introduced Pegatron as the ODM for the CrunchPad project and made the initial introductions.

23 In Fall 2009, Fusion Garage flew most of its personnel to California to integrate the teams
24 and to work with TechCrunch personnel on the CrunchPad at the TechCrunch facility in Palo Alto,
25 California for an extended period. Specifically, the TechCrunch and Fusion Garage employees
26 worked together on almost every component of the project. Particular objects of attention included
27 screen visibility issues, touch screen performance issues, user interface issues, issues relating to
28 “gestures” used for commands, and keyboard page design issues. All of these contributions

1 constitute business ideas that Fusion Garage misappropriated for its private benefit. The overall
2 conception, blueprint, guidance, and senior level support for the project emanated substantially from
3 TechCrunch. Specifically, the CrunchPad's design and specifications, performance characteristics
4 (including boot speed that Defendant prominently features in the advertising and promotion of its
5 JooJoo product), software architecture, hardware platform design and component sourcing, hardware
6 form factor and other designs, driver integration, application programming interface, user interface,
7 and documentation all constitute business ideas conceived and developed by CrunchPad Inc. and
8 misappropriated by Fusion Garage for its private benefit.

9 Plaintiffs, not Fusion Garage, came up with the original concept of the CrunchPad as a "dead
10 simple and dirt cheap touch screen web tablet to surf the web," which uses an iPhone-like touch
11 screen keyboard to input data and which loads directly to the web browser and uses a browser, in
12 effect, as an operating system. TechCrunch furnished to the joint project many of the
13 CrunchPad/JooJoo's design characteristics. The entire concept of the product derived from Michael
14 Arrington at Techcrunch, including the use of a large-screen touch-screen device; the function of
15 booting extremely rapidly and straight to a browser, the lack of a desktop, no hard drive other than
16 for the software footprint, and other aspects. Among the other detailed design ideas that
17 TechCrunch contributed to this joint project that were evident in the limited public display to date of
18 the JooJoo product are: (1) the use of a white instead of a black background to better display web
19 pages; (2) the use of large icons on the home screen so that users can quickly navigate to their
20 favorite web pages; (3) the use of video proxied directly to the device so that video can be played
21 without the use of a flash player; (4) the application programming interface, or API, with the
22 browser for custom applications; (5) the idea and know how for empowering the device to play
23 video output to a resolution of 1080p, also known as full high definition. TechCrunch also believes,
24 and therefore alleges, that Defendant's ersatz JooJoo product incorporates other, less visible, ideas
25 that TechCrunch furnished to Defendant in the course of their joint project as set forth above.

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1 SPECIAL INTERROGATORY NO. 2

2 For each business idea that YOU identified in response to Interrogatory. No. 1, state all facts
3 that support YOUR contention that such alleged "business idea" is protectable as intellectual
4 property or otherwise.

5 RESPONSE TO SPECIAL INTERROGATORY NO. 2

6 TechCrunch objects that this interrogatory is overbroad and unduly burdensome and seeks
7 information outside the scope of permissible discovery because it seeks information that is not
8 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the
9 discovery of admissible evidence. TechCrunch further objects to this interrogatory as vague and
10 ambiguous. TechCrunch also objects to the extent this interrogatory seeks information protected by
11 the attorney-client privilege or the work product doctrine, especially to the extent it calls for
12 counsel's contentions and legal conclusions as to what business ideas are "protectable as intellectual
13 property." A business idea need not be protectable as intellectual property to be protected against
14 misappropriation.

15 Without waiving and subject to TechCrunch's general and specific objections, TechCrunch
16 incorporates by reference its response to Interrogatory No. 1.

17 SPECIAL INTERROGATORY NO. 3

18 IDENTIFY all DOCUMENTS that contain or memorialize every allegedly protectable
19 business idea that YOU identified in response to Interrogatory No. 1.

20 RESPONSE TO SPECIAL INTERROGATORY NO. 3

21 TechCrunch objects that this interrogatory is overbroad and unduly burdensome and seeks
22 information outside the scope of permissible discovery because it seeks information that is not
23 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the
24 discovery of admissible evidence. TechCrunch further objects to this interrogatory as vague and
25 ambiguous. TechCrunch also objects to the extent this interrogatory seeks information protected by
26 the attorney-client privilege or the work product doctrine, especially to the extent it calls for
27 counsel's contentions and legal conclusions as to what documents "contain or memorialize every
28 allegedly protectable business idea" identified in Response Interrogatory No. 1.

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1 **SPECIAL INTERROGATORY NO. 4**

2 Describe with particularity every contribution that YOU allege YOU made to the alleged
3 collaboration with DEFENDANT relating to the development of the CrunchPad web tablet or any of
4 its prototypes.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 4**

6 TechCrunch objects that this interrogatory is overbroad and unduly burdensome and seeks
7 information outside the scope of permissible discovery because it seeks information that is not
8 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the
9 discovery of admissible evidence. TechCrunch further objects to this interrogatory as vague and
10 ambiguous. TechCrunch also objects to the extent this interrogatory seeks information protected by
11 the attorney-client privilege or the work product doctrine.

12 Without waiving and subject to TechCrunch's general and specific objections, TechCrunch
13 incorporates by reference its response to Interrogatory No. 1.

14 **SPECIAL INTERROGATORY NO. 5**

15 Describe with particularity the entire content of every alleged trade secret that YOU contend
16 DEFENDANT misappropriated.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 5**

18 TechCrunch objects that this interrogatory is overbroad and unduly burdensome and seeks
19 information outside the scope of permissible discovery because it seeks information that is not
20 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the
21 discovery of admissible evidence. TechCrunch further objects to this interrogatory as vague and
22 ambiguous. TechCrunch also objects to the extent this interrogatory seeks information protected by
23 the attorney-client privilege or the work product doctrine.

24 Without waiving and subject to TechCrunch's general and specific objections, TechCrunch
25 responds as follows: TechCrunch does not assert a cause of action for misappropriation of trade
26 secrets in its Complaint.

27
28

1 SPECIAL INTERROGATORY NO. 6

2 IDENTIFY all DOCUMENTS that contain or memorialize every alleged trade secret that
3 YOU identified in response to Interrogatory No. 5.

4 RESPONSE TO SPECIAL INTERROGATORY NO. 6

5 TechCrunch objects that this interrogatory is overbroad and unduly burdensome and seeks
6 information outside the scope of permissible discovery because it seeks information that is not
7 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the
8 discovery of admissible evidence. TechCrunch further objects to this interrogatory as vague and
9 ambiguous. TechCrunch also objects to the extent this interrogatory seeks information protected by
10 the attorney-client privilege or the work product doctrine.

11 Without waiving and subject to TechCrunch's general and specific objections, TechCrunch
12 responds as follows: Because there are no trade secrets identified in response to Interrogatory No. 5,
13 this Interrogatory does not call for any further response.

14 SPECIAL INTERROGATORY NO. 7

15 Describe with particularity every alleged item of intellectual property, including, but not
16 limited to trade secrets, copyrights, trademarks, patents, or any applications thereof, that YOU
17 contend DEFENDANT misappropriated.

18 RESPONSE TO SPECIAL INTERROGATORY NO. 7

19 TechCrunch objects that this interrogatory is overbroad and unduly burdensome and seeks
20 information outside the scope of permissible discovery because it seeks information that is not
21 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the
22 discovery of admissible evidence. TechCrunch further objects to this interrogatory as vague and
23 ambiguous as to the term "item of intellectual property." TechCrunch also objects to the extent this
24 interrogatory seeks information protected by the attorney-client privilege or the work product
25 doctrine.

26 Without waiving and subject to TechCrunch's general and specific objections, TechCrunch
27 responds as follows: TechCrunch does not assert causes of action for misappropriation of trade
28 secrets, copyrights, trademarks, patents, or applications thereof in its Complaint. To the extent that

1 Fusion Garage has or is continuing to inform the public that the JooJoo is a rebranded version of the
2 CrunchPad, however, Fusion Garage's conduct may give rise to trademark infringement liability.

3 **SPECIAL INTERROGATORY NO. 8**

4 Describe with particularity all facts supporting YOUR contention that PLAINTIFF and
5 DEFENDANT entered into a partnership or joint venture.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 8**

7 TechCrunch objects that this interrogatory is overbroad and unduly burdensome and seeks
8 information outside the scope of permissible discovery because it seeks information that is not
9 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the
10 discovery of admissible evidence. TechCrunch further objects to this interrogatory as vague and
11 ambiguous. TechCrunch also objects that this interrogatory seeks information protected by the
12 attorney-client privilege or the work product doctrine, in that it calls for counsel's contentions
13 concerning the "partnership or joint venture" entered into between Fusion Garage, TechCrunch, and
14 CrunchPad.

15 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 8**

16 TechCrunch objects that this interrogatory is overbroad and unduly burdensome and seeks
17 information outside the scope of permissible discovery because it seeks information that is not
18 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the
19 discovery of admissible evidence. TechCrunch further objects to this interrogatory as vague and
20 ambiguous. TechCrunch also objects that this interrogatory seeks information protected by the
21 attorney-client privilege or the work product doctrine, in that it calls for counsel's contentions
22 concerning the "partnership or joint venture" entered into between Fusion Garage, TechCrunch, and
23 CrunchPad. TechCrunch further objects that this is a premature contention interrogatory Fusion
24 Garage propounded it as part of expedited discovery preceding the Rule 26(f) conference in this
25 case. The parties have only just begun their document productions. TechCrunch reserve the right to
26 supplement or modify this response as the case progresses.

27 Without waiving and subject to TechCrunch's general and specific objections, TechCrunch
28 responds as follows:

1 In July 2008, Interserve, Inc. announced its CrunchPad project and explained precisely how it
2 would go about designing and developing “a dead simple and dirt cheap touch screen web tablet to
3 surf the web”:

4 We’ll organize a small team of people to spec this out. First is the marketing
5 document that just outlines what the machine will do – we have a first draft of that
6 already and will post it soon. Then we’ll spec out the hardware and get people to
7 help write the customized Linux and Firefox code. Once we’ve completed the
8 design we’ll start to work with the supply chain company to get an idea on the
9 cost of the machine (the goal is \$200), and hopefully build a few prototypes.

10 A few months later Interserve, Inc. met with Fusion Garage, a Singapore software start-up. In late
11 September 2008, the Interserve, Inc. and Fusion Garage agreed to collaborate on the project.
12 Interserve, Inc. turned down several other companies that also expressed an interest in a
13 collaboration. Two weeks later, CrunchPad Inc. was incorporated as an instrument of Interserve,
14 Inc. to commercialize the product. This was a tremendous opportunity for Fusion Garage, an
15 unknown Singaporean company, to work with TechCrunch, the most influential technology blog in
16 Silicon Valley.

17 Plaintiffs worked hand-in-glove with Fusion Garage for the next 13 months. In a December
18 2008 email exchange, Plaintiffs’ Louis Monier—an industry veteran who founded AltaVista and
19 played key technology-development roles at eBay and Google—engaged in direct communications
20 with Fusion Garage to help define the user interface, technical specifications, and software details
21 for a working prototype assembled by Mr. Monier’s team. Fusion Garage commented: “This is great
22 news. Good to see the first signs of the baby :)” Plaintiffs and Fusion Garage jointly announced the
23 birth of the “baby” in January 2009. The parties worked in close collaboration, mostly out of
24 Plaintiffs’ headquarters in Atherton, where Fusion Garage’s CEO and software team worked for
25 several months. Later public and private communications confirm the close and umbilical
26 connection between the parties—each touting their shared vision, each praising the other’s efforts,
27 each clearly moving toward the same joint goal. Here is a sampling:

- 28 • TechCrunch blog post, January 19, 2009: “The software has been created by Fusion Garage, who continue to work with Louis on the feature set and user experience.”
- Fusion Garage blog post, the same day: “It’s our software running on the tablet ... We continue to work with Louis Monier on the feature set and the user experience. We ... would like to take the opportunity to thank Michael [Arrington] and Louis for giving us the opportunity to work with them on the TechCrunch Tablet.”

- 1 • Fusion Garage blog post, February 2009: “the collaboration with the Crunchpad project
 2 happened as a result of meetings we had with Mike Arrington and co, subsequent to
 3 [TechCrunch50]. We worked closely with Louis Monier in getting the software in shape
 4 for the hardware prototype B. We continue to work with them in getting the software in
 5 shape to make crunchpad an easy to use device.”
- 6 • TechCrunch blog post, April 2009: “we’ve continued to tinker with the project ... We did
 7 meet with Fusion Garage today to test out the most recent prototype (B.5)? ... The
 8 software stack is now entirely customized. ... This time the ID and hardware work was
 9 driven by Fusion Garage out of Singapore. ... All credit should go to Fusion Garage ...
 10 you need partners to actually make things happen, and the credit for what we saw today
 11 goes entirely to the Fusion Garage team. Those guys are rock stars.”
- 12 • Fusion Garage tweet, May 2009: “just leaving techcrunch office, last to leave today and
 13 its memorial day.”
- 14 • Fusion Garage tweet, June 2009: “CrunchPad Update, the launch prototype, we are
 15 excited working on this.”
- 16 • TechCrunch blog post, June 2009: “Our partner Fusion Garage continues to drive the
 17 software forward ... Our vision of the user interface and the last version of the software
 18 stack ... The device boots directly into the browser.”
- 19 • Fusion Garage email, June 2009: “my suggestion is that we do a post, update new device
 20 pictures and at the same time announce that we will be having a press conference in july
 21 to unveil the device, do a demo etc.”

22 The CrunchPad project had the typical ups and downs of start-up ventures. And Fusion Garage, in
 23 particular, was constantly looking for money. Thus, throughout the joint venture, Plaintiffs
 24 advanced Fusion Garage money or paid Fusion Garage’s bills. By the end of June of 2009, the
 25 parties had agreed on the basic terms of their eventual plan to merge Fusion Garage into CrunchPad
 26 Inc., with Fusion Garage receiving 35% of the merged company’s stock.

27 Over the summer of 2009, the collaboration shifted to Asia. Plaintiffs’ senior technologists
 28 Brian Kindle (hardware) and Nik Cubrilovic (software) spent the bulk of August in Taiwan and
 Singapore working with Fusion Garage on software, design, user interface issues, and with the
 parties’ jointly-selected manufacturer, Pegatron, on hardware and pricing.

There was significant friction during this period, and Plaintiffs seriously considered ending
 the joint project. In response, on August 31, 2009, Fusion Garage’s CEO begged Plaintiffs to
 continue the partnership and promised to fly his entire team to the Bay Area to drive the CrunchPad
 to completion: “Pls do not kill the project as yet. Pls hold off a week. ... I know how to deal with
 Pegatron and some of the challenges that we are currently facing. We can overcome these

1 challenges. ... If we decide to move forward and get the product launched at TC50 or separate press
 2 event, then I will have my team to back me and get the product where it needs to be. ... So [a] team
 3 of guys will fly with me.” Relying on these representations, Plaintiffs sponsored business visas for
 4 four of the Indian nationals on the project, and starting in September of 2009, Fusion Garage and
 5 Plaintiffs’ personnel worked feverishly together out of Plaintiffs’ offices to get the CrunchPad ready
 6 for launch.

7 As late as November 13, 2009 all seemed well, with Fusion Garage’s CEO confirming that
 8 “we shd target the [November 20] event in sf” for the CrunchPad’s public debut. But then, on
 9 November 17, 2009 — in an email that Defendant concedes “came out of the blue” — Fusion
 10 Garage aborted the partnership, asserting that it owned all intellectual property rights in the
 11 CrunchPad product and would manufacture and market the CrunchPad product on its own.

12 **SPECIAL INTERROGATORY NO. 9**

13 IDENTIFY all DOCUMENTS supporting YOUR contention that PLAINTIFF and
 14 DEFENDANT entered into a partnership or joint venture.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 9**

16 TechCrunch objects that this interrogatory is overbroad and unduly burdensome and seeks
 17 information outside the scope of permissible discovery because it seeks information that is not
 18 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the
 19 discovery of admissible evidence. TechCrunch further objects to this interrogatory as vague and
 20 ambiguous. TechCrunch also objects that this interrogatory seeks information protected by the
 21 attorney-client privilege or the work product doctrine, in that it calls for counsel’s contentions
 22 concerning the “partnership or joint venture” entered into between Fusion Garage, TechCrunch, and
 23 CrunchPad.

24 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 9**

25 TechCrunch objects that this interrogatory is overbroad and unduly burdensome and seeks
 26 information outside the scope of permissible discovery because it seeks information that is not
 27 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the
 28 discovery of admissible evidence. TechCrunch further objects to this interrogatory as vague and

1 ambiguous. TechCrunch also objects that this interrogatory seeks information protected by the
 2 attorney-client privilege or the work product doctrine, in that it calls for counsel's contentions
 3 concerning the "partnership or joint venture" entered into between Fusion Garage, TechCrunch, and
 4 CrunchPad. TechCrunch further objects that this is a premature contention interrogatory Fusion
 5 Garage propounded it as part of expedited discovery preceding the Rule 26(f) conference in this
 6 case. The parties have only just begun their document productions. TechCrunch reserves the right
 7 to supplement or modify this response as the case progresses.

8 Without waiving and subject to TechCrunch's general and specific objections, TechCrunch
 9 responds as follows: At this time, TechCrunch identifies all documents it has produced to date in
 10 this case, including all documents attached as exhibits to the Complaint, the Arrington Declaration in
 11 support of Plaintiffs' preliminary injunction motion, the documents produced by Fusion Garage to
 12 date, and other pleadings in this case.

13 **SPECIAL INTERROGATORY NO. 10**

14 IDENTIFY all persons affiliated with YOU who provided any allegedly protectable business
 15 ideas, trade secrets, or intellectual property to DEFENDANT.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 10**

17 TechCrunch objects that this interrogatory is overbroad and unduly burdensome and seeks
 18 information outside the scope of permissible discovery because it seeks information that is not
 19 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the
 20 discovery of admissible evidence. TechCrunch objects to this interrogatory as vague and ambiguous
 21 with respect to the phrase "allegedly protectable business ideas, trade secrets, or intellectual
 22 property." TechCrunch also objects to the extent this interrogatory seeks information protected by
 23 the attorney-client privilege or the work product doctrine, in that it calls for a legal conclusion and
 24 for counsel's contentions concerning the legal status of information provided by TechCrunch or
 25 persons associated or affiliated with TechCrunch to Fusion Garage.

26 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 10**

27 TechCrunch objects that this interrogatory is overbroad and unduly burdensome and seeks
 28 information outside the scope of permissible discovery because it seeks information that is not

1 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the
 2 discovery of admissible evidence. TechCrunch objects to this interrogatory as vague and ambiguous
 3 with respect to the phrase “allegedly protectable business ideas, trade secrets, or intellectual
 4 property.” TechCrunch also objects to the extent this interrogatory seeks information protected by
 5 the attorney-client privilege or the work product doctrine, in that it calls for a legal conclusion and
 6 for counsel’s contentions concerning the legal status of information provided by TechCrunch or
 7 persons associated or affiliated with TechCrunch to Fusion Garage.

8 Without waiving and subject to TechCrunch’s general and specific objections, CrunchPad
 9 responds as follows:

10 The following employees and independent contractors of Interserve, Inc. and/or CrunchPad,
 11 Inc. provided business ideas to Defendant: Michael Arrington, Heather Harde, Louis Monier, Nik
 12 Cubrilovic, Dave Paulsen, and Dave Gallatin. Defendant may contact these individuals through
 13 Plaintiffs’ counsel.

14 **SPECIAL INTERROGATORY NO. 11**

15 Describe with particularity all alleged promises DEFENDANT made to YOU that
 16 DEFENDANT did not fulfill.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 11**

18 TechCrunch objects that this interrogatory is overbroad and unduly burdensome and seeks
 19 information outside the scope of permissible discovery because it seeks information that is not
 20 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the
 21 discovery of admissible evidence. TechCrunch further objects to this interrogatory as vague and
 22 ambiguous. TechCrunch also objects that this interrogatory seeks information protected by the
 23 attorney-client privilege or the work product doctrine.

24 Without waiving and subject to TechCrunch’s general and specific objections, TechCrunch
 25 respond as follows: Fusion Garage promised to work with CrunchPad and TechCrunch to jointly
 26 develop and market the CrunchPad. It did not fulfill that promise. Fusion Garage promised
 27 CrunchPad and TechCrunch that it would collaborate with Tech Crunch in a joint effort to develop
 28 and bring the CrunchPad to market. It did not fulfill that promise.

1 When Fusion Garage met TechCrunch in September 2008, it claimed to have developed a
2 browser-based operating system, just like the one TechCrunch was seeking for its CrunchPad
3 project. In fact, it had developed no such thing, and the demo product it showed to TechCrunch was
4 little more than an off-the-shelf browser and some HTML--something the plaintiffs did not realize
5 until nearly a year later, by which time the project was well underway. Similarly, starting as early as
6 January 2009, Fusion Garage represented to CrunchPad and TechCrunch that it was devoting
7 substantially all of its resources to the CrunchPad project. This was false. Upon a visit to Singapore
8 in August 2009, TechCrunch learned that Defendant did not start significant development efforts
9 until many months later.

10 TechCrunch and CrunchPad were approached by multiple software and hardware developers
11 with offers to assist it in developing the CrunchPad. Based on Fusion Garage's misrepresentations,
12 TechCrunch selected Fusion Garage over these other prospective partners, and thus relied upon
13 Fusion Garage's misrepresentations to its detriment.

14 Fusion Garage promised to repay CrunchPad and TechCrunch for amounts they paid to
15 vendors on Fusion Garage's behalf. It did not fulfill that promise.

16 On or before June 27, 2009, Fusion Garage agreed to the material terms of a merger in which
17 CrunchPad would acquire Fusion Garage in exchange for 35% of the merged company's stock.
18 Fusion Garage specifically promised that its investors and creditors had agreed to this arrangement.
19 On or after November 17, 2009, Fusion Garage reneged on this agreement, in the process revealing
20 that its investors had never approved it despite Fusion Garage's unequivocal statements to the
21 contrary just a few months before.

22 Fusion Garage assured CrunchPad and TechCrunch that it could and would deal with
23 problems that had emerged with Pegatron. It did not fulfill that promise. In August, when
24 TechCrunch executives visited the Taiwan headquarters of Pegatron, the company preparing to
25 manufacture the CrunchPad, TechCrunch learned that Defendant had been falsely representing to
26 TechCrunch the costs of the product's components as \$20-\$30 per unit higher than the actual costs
27 indicated by Pegatron. Fusion Garage's contract with Pegatron was terminated shortly thereafter,
28 unbeknownst to CrunchPad and TechCrunch.

1 Fusion Garage promised CrunchPad and TechCrunch that they would jointly market the
2 collaborative project under the name "CrunchPad." It did not fulfill that promise. Fusion Garage
3 promised CrunchPad and TechCrunch that a launch prototype of the CrunchPad would be ready for
4 a public debut on November 20, 2009. It did not fulfill that promise.

5
6 Dated: March 22, 2010

WINSTON & STRAWN LLP

7
8 By: /s/

9 Andrew P. Bridges
10 David S. Bloch
11 Nicholas Short
12 Attorneys for Plaintiff
13 INTERSERVE, INC., dba
14 TECHCRUNCH

15 **VERIFICATION**

16 I, Michael Arrington, declare:

17 1. I am Principal of Interserve and CrunchPad, Inc., and am authorized to make this
18 verification for Plaintiffs Interserve, Inc. and CrunchPad, Inc.

19 2. Prior to March 22, 2010, I reviewed INTERSERVE dba TECHCRUNCH's
20 SUPPLEMENTAL RESPONSE TO FUSION GARAGE PTE. LTD.'S INTERROGATORIES, SET
21 ONE, TO CRUNCHPAD, INC., and know its contents. I am informed and believe that the matters
22 set forth in the Response are true and accurate, and on that ground I allege, to the best of my
23 knowledge and information, that the matters therein stated are true and accurate.

24 I declare under penalty of perjury that the foregoing is true and correct.

25 Executed on March 22, 2010, at San Francisco, California.

26 /s/ - Michael Arrington
27 Michael Arrington

28 SF:276926.1

Winston & Strawn LLP
101 California Street
San Francisco, CA 94111-5802

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PROOF OF SERVICE

Case Name: *Interserve, Inc. dba TechCrunch and Crunchpad v. Fusion Garage Pte. Ltd.*
Court: U.S. District Court, Northern District of California
Case No.: C 09-cv-5812 RS (PVT)

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Winston & Strawn LLP, 101 California Street, San Francisco, CA 94111-5894. On March 22, 2010, I served the within document:

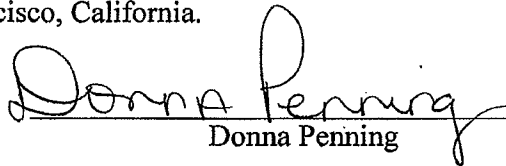
INTERSERVE DBA TECHCRUNCH'S SUPPLEMENTAL RESPONSE TO FUSION GARAGE PTE, LTD.'S INTERROGATORIES, SET ONE, TO TECHCRUNCH

- By transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date.
- By placing the document listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, addressed as set forth below.
- By causing personal delivery by Worldwide Network, Inc. of the document(s) listed above to the person(s) at the addresses set forth below.
- By electronically mailing a true and correct copy through Winston & Strawn LLP's electronic mail system at the e-mail address(es) set forth below.

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I declare that I am employed in the office of a member of the bar of this court whose direction the service was made.

Executed on March 22, 2010, at San Francisco, California.


Donna Penning