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 INTERSERVE, INC. dba TECHCRUNCH
 8 and CRUNCHPAD, INC.

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

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

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

14 Plaintiffs,)

15 vs.)

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

17 Defendant.)

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

**DECLARATION OF MATTHEW SCHERB
 IN SUPPORT OF PLAINTIFFS' REPLY IN
 SUPPORT OF MOTION TO COMPEL
 PRODUCTION OF WITHHELD
 INFORMATION AND DOCUMENTS**

Date: Tuesday, October 12, 2010
 Time: 10:00 A.M.
 Place: Courtroom 5, 4th Floor, San Jose

Hon. Patricia V. Trumbull

1 I, Matthew Scherb, declare pursuant to 28 U.S.C. § 1746 under penalty of perjury that the
2 following is true and correct:

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4 Strawn LLP.

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7 September 29, 2010.

8 3. Exhibit B is a true and correct copy of the webpage located at
9 <http://mjb59.livejournal.com/124426.html> that I printed on September 29, 2010, which contains the
10 text of an email from Fusion Garage to Matthew Garrett.

11 4. Exhibit C is a true and correct copy of Amended Complaint Ex. 6, a Google cache
12 copy of a blog post by Fusion Garage dated February 4, 2009.

13 5. Exhibit D is a true and correct copy of a document from Louis Monier detailing a
14 “software plan,” bates numbered LM00003108-17.

15 6. Exhibit E is a true and correct copy an email from Louis Monier to Chandrasekar
16 Rathakrsihnan containing a “product draft,” bates numbered FG0014489-95.

17 7. Exhibit F is a true and correct copy of Amended Complaint Ex. 9, an email from
18 Fusion Garage bates numbered FG0010049-50.

19 8. Exhibit G is a true and correct copy of Amended Complaint Ex. 10, an email from
20 Fusion Garage bates numbered FG0008426-27.

21 9. Exhibit H is a true and correct copy of an excerpt of Michael Arrington’s deposition
22 transcript.

23 10. Exhibit I is a true and correct copy of excerpts of Brian Kindle’s deposition transcript.

24 11. Exhibit J is a true and correct copy of an email from Brian Kindle to Chandrasekar
25 Rathakrsihnan regarding “thermals,” bates numbered TC00002124-25.

26 12. Exhibit K contains true and correct copies of emails from Brian Kindle to
27 Chandrasekar Rathakrsihnan regarding the CrunchPad project, bates numbered TC00002155-56 and
28 TC00002389-90.

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Executed September 30, 2010.

/s/
Matthew A. Scherb

SF:292865.2

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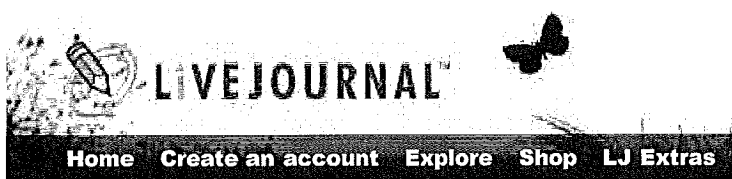
```
<program> Copyright (C) <year> <name of author>
This program comes with ABSOLUTELY NO WARRANTY; for details type `show w'.
This is free software, and you are welcome to redistribute it
under certain conditions; type `show c' for details.
```


The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, your program's commands might be different; for a GUI interface, you would use an "about box".

You should also get your employer (if you work as a programmer) or school, if any, to sign a "copyright disclaimer" for the program, if necessary. For more information on this, and how to apply and follow the GNU GPL, see <http://www.gnu.org/licenses/>.

The GNU General Public License does not permit incorporating your program into proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Lesser General Public License instead of this License. But first, please read <http://www.gnu.org/philosophy/why-not-lgpl.html>.

Exhibit B



Username: [Create an Account](#)
 Password: [Forgot your login or password?](#)
 Remember Me 
[English](#) • [Español](#) • [Deutsch](#) • [Русский](#)



Matthew Garrett ([@mjg59](#)) wrote,
 @ 2010-06-24 12:10:00



Entry tags: [advogato](#), [fedora](#)

Joojoo

I've had the opportunity to look into the [Joojoo](#) tablet recently. It's an interesting device in various ways, ranging from the screen being connected upside down and everything having to be rotated before display, to the ACPI implementation that's so generic it has no support for actually attaching most embedded controller interrupts to ACPI devices and so relies on a hacked kernel that exposes individual interrupts as ACPI events that are parsed in userspace, to the ChangeOrientation binary that's responsible for switching between landscape and portrait modes containing gems like `ps aux | grep fgplayer | grep -v grep` and containing references to `org.freedesktop.PandaSystem`, a somewhat gratuitous namespace grab. Hardware-wise it seems to be little more than battery, generic nvidia reference design board and touchscreen with an accelerometer and LED glued to the chipset's GPIO lines. The entire impression is one of an ambitious project not backed up by the level of technical expertise required to get things done properly. Frankly, I think Michael Arrington [came out of this](#) rather better than he could have done - behind the reasonably attractive UI, the entire device is pretty much held together by string and a following wind.

Of course, releasing shoddily put together technology isn't generally illegal and from that point of view Fusion Garage aren't any worse than a number of products I've had the misfortune to actually spend money on. But they're distributing Linux (stock Ubuntu with some additional packages and a modified kernel) without any source or an offer to provide source. I emailed them last week and got the following reply:

Dear Sir,

we are still actively making changes to the joojoo software. We will make the source release available once we feel we are ready to do so and also having the resources to get this sorted out and organized for publication. We seek your kind understanding on our position and appreciate your patience on this. Thank you.

*Best Regards
 joojoo Support Team*

Strong work, Fusion Garage. Hardware and software may not be your strong points, but you're managing copyright infringement with the best of them.

(23 comments) - ([Post a new comment](#))



[pjc50](#)

2010-06-24 04:29 pm UTC ([link](#))

It sounds like the anti-Apple.

([Reply to this](#))

[joshua](#)

2010-06-24 05:10 pm UTC ([link](#))

I wish someone would take these manufacturers to task over this sort of copyright infringement. As I understand it, [gpl-violations.org](#) did so for a while, but it appears their site has been stagnant for two years. In particular, Android device manufacturers seem to be big repeated offenders; HTC has repeatedly dragged their feet on releasing kernel source for various devices, and I believe in some cases, failed to release it altogether. (EVO 4G has been out for nearly a month, and there has been no sign yet of kernel source, although there is a written offer for source in the device's about box.)

I would do it, but the only code that I have in the kernel isn't shipped on any modern devices, so I have no standing to send threats around...

([Reply to this](#))

I often wonder

(Anonymous)

2010-06-24 06:16 pm UTC ([link](#))

GPL violations should be taken seriously. However, I often wonder what publication of already public code would allow one to do. For instance, Archos releases (or released? I'm not up to date) a version of the GPL'ed source in their product, but the device itself is locked down and any modified code not signed by the manufacturer can't be loaded onto the device. Say they also provide a patch to allow foobar to work on the device, one still can't do much since the device is locked.

Joojoo is a different beast all together. Since it's a general purpose PC with custom software, perhaps publishing their code would allow one to refactor their modifications for inclusion in some mainstream distribution. However, I wouldn't fault them for taking their time. Chances are they have limited resources (read: cycles) and have bigger things to worry about...like trying to make money.

I would be happy their device is open enough that modification is still an option and not taunt them into a closed platform. All things in due time.

My \$.02.

([Reply to this](#)) ([Thread](#))



Re: I often wonder

[mjg59](#)

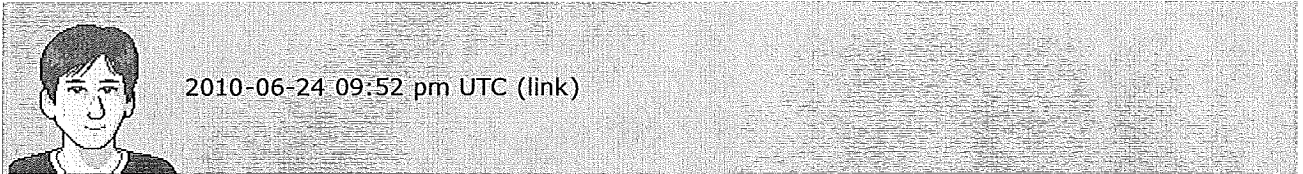
2010-06-24 07:25 pm UTC ([link](#))

I really don't buy the "limited resources" argument. They have the source code to the binaries they modified. Tarring them up and putting them on a website isn't something that requires any significant expenditure of time.

([Reply to this](#)) ([Parent](#))([Thread](#))

Re: I often wonder

[womble2](#)



It is quite difficult if you don't have a proper build process, as it seems many embedded developers do not.

([Reply to this](#)) ([Parent](#))([Thread](#))



I'd have thought that a proper build process would potentially make it *more* difficult - at some point somebody here typed "make" in a directory, and given that they've done kernel updates I have a pretty strong suspicion that that directory still exists on someone's computer rather than being at the far end of some build system that drops random tarballs in a disused basement somewhere.

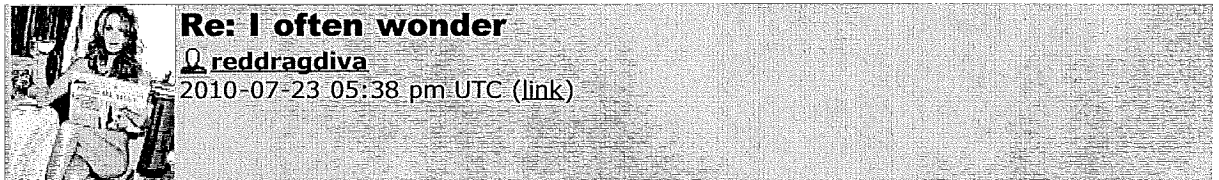
([Reply to this](#)) ([Parent](#))([Thread](#))



So, one example of a build process I've seen (non-embedded, actually - I don't think the embedded world is any worse than any other commercial development here) is that random people built binaries in uncontrolled places and copied them into random places on a shared machine then continue development. The source from an old version would no longer exist.

Besides which a proper build process would generally entail a "check a specific tag out of revision control" type step.

([Reply to this](#)) ([Parent](#))

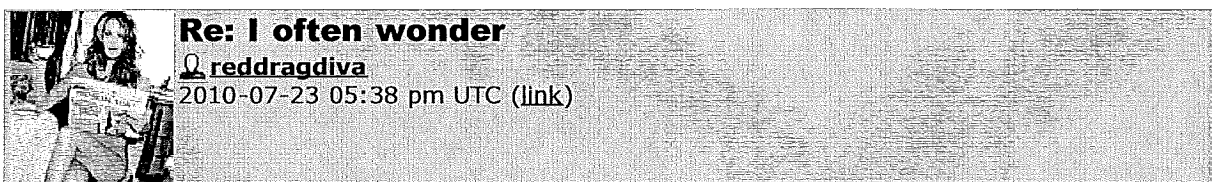


(a month late)

You've been spoilt by open source. Even in my tiny workplace, I discovered builds that had *only* worked at all for the past two years because a given Magical Tarball just happened to be in an obscure directory - that I'd nearly cleaned up the month before - in both tarball and exploded forms.

Really. Proprietary software is *absolute fucking dogshit*, and releasing one's work dublicably is *hard*.

([Reply to this](#)) ([Parent](#))



... and for "proprietary," include "bashing together random bits of open source and making the box

shiny."

([Reply to this](#)) ([Parent](#))



Re: I often wonder

[Q loic](#)

2010-06-25 06:20 am UTC ([link](#))

Somehow embedded developers distributing WinCE based devices manage to not engage in serious copyright violations. I don't see what makes it so much harder with linux.

([Reply to this](#)) ([Parent](#))([Thread](#))



Re: I often wonder

[Q broonie](#)

2010-06-25 10:58 pm UTC ([link](#))

They actually do so pretty often when reusing free code (application level libraries being particularly affected) - it's just less noticeable because it's not so blindingly obvious that there must be code in there that's got a public disclosure requirement.

([Reply to this](#)) ([Parent](#))

Re: I often wonder

(*Anonymous*)

2010-06-24 08:28 pm UTC ([link](#))

"However, I often wonder what publication of already public code would allow one to do. For instance, Archos releases (or released? I'm not up to date) a version of the GPL'ed source in in their product, but the device itself is locked down and any modified code not signed by the manufacturer can't be loaded onto the device." That's commonly referred to as tivoization, and was the driving force for the creation of the third version of the GPL, which specifically forbids is. However, upgrading to GPLv3 can be quite difficult, unless the code was originally released under the label: "GPLv2 or higher".

<http://www.lininfo.org/tivoization.html>

([Reply to this](#)) ([Parent](#))



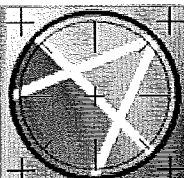
Re: I often wonder

[Q broonie](#)

2010-06-25 10:59 pm UTC ([link](#))

Even if it doesn't let you do anything constructive with the device itself there may be useful work which can be taken and applied to other systems - things like components are likely to be shared with other devices, for example.

([Reply to this](#)) ([Parent](#))



Re: I often wonder

[Q zoldang](#)

2010-06-25 11:56 pm UTC ([link](#))

Interesting argument--that following friendly and benevolent rules is such a terrible imposition that it will jeopardize freedom and progress. What should one call this? Just more fear mongering? It seems like an

insidious subterfuge, yet popular on all fronts. Even after our civilization frees itself from simple superstition, who knows how long it will take to outgrow this fear mongering.

Right, so it's pretty simple, but then someone will say "oh come on who really wants their garbage code anyway?" But this is actually some of the original impetus for software freedom--the ability to take the hardware someone gave you and make IMPROVEMENTS to the crappy software that came with it. And to share those improvements with others.

Defending this crap for the sake of contrariness is probably a disservice to one's own mental comprehension.

([Reply to this](#)) ([Parent](#))

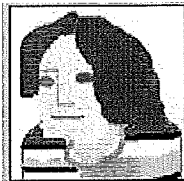
Anonymous

(*Anonymous*)

2010-06-24 06:59 pm UTC ([link](#))

How do you plan to address their complete failure to follow the licenses of the software they distributed?

([Reply to this](#)) ([Thread](#))



Re: Anonymous

[shmivejournal](#)

2010-06-25 03:57 am UTC ([link](#))

He will wait a few months until they inevitably go out of business.

Wizard magic.

([Reply to this](#)) ([Parent](#))

Michael Arrington is a douche

(*Anonymous*)

2010-06-25 09:16 am UTC ([link](#))

This goes to show why journalists aren't engineers.

([Reply to this](#))



[lionsphil](#)

2010-06-25 10:55 am UTC ([link](#))

"No pre-installed applications".

This must be some new definition of "applications" I am unfamiliar with which somehow excludes web browsers.

([Reply to this](#))



[rasmatan](#)

2010-06-25 09:54 pm UTC ([link](#))

I've been using Linux touchscreens since the "drivers" were written in perl, and yet i'm still a 90% happy owner of the dreaded iPad. I can only place my hope in Nokia, as I like my old n810, to come out with an actually respectable iPad-competitor. This joojoo thing and android just don't cut it.

[\(Reply to this\)](#)

Screen connected upside-down?

(Anonymous)

2010-06-28 01:42 pm UTC ([link](#))

Surely these tablet things don't have a right-way-up? Or am I missing something?

I see from googling that they have a logo at the "bottom" when held landscape. Does it perhaps make sense to have the rotated version dominant so that it actually gets tested, assuming that the rotated version takes more resources than displaying it directly would?

[\(Reply to this\)](#) ([Thread](#))



Re: Screen connected upside-down?

[mjg59](#)

2010-06-28 05:05 pm UTC ([link](#))

I can't think of any reason you'd prefer to have things work this way, especially when it involves having to store all the firmware update graphics upside down.

[\(Reply to this\)](#) ([Parent](#))

I Think We Need to Relax

(Anonymous)

2010-09-11 08:19 am UTC ([link](#))

What's with the proliferation of GPL-Nazis these days? These guys haven't even shipped the product...give them some time to put the source up like they requested!

The GPL doesn't specify any time restrictions for providing the code:

=====

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a

mjg59: Joojoo

special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

=====

[\(Reply to this\)](#) [\(Thread\)](#)



Re: I Think We Need to Relax

[mjg59](#)

2010-09-11 02:03 pm UTC [\(link\)](#)

They absolutely have shipped the product, and have been doing so for over three months. You're right that there's no hard time requirement in the GPL, but their email indicated that they weren't going to provide the source for the currently shipping version, only some future one.

[\(Reply to this\)](#) [\(Parent\)](#)

(23 comments) - [\(Post a new comment\)](#)

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Exhibit C

This is Google's cache of <http://www.fusiongarage.com/blog/>. It is a snapshot of the page as it appeared on Nov 28, 2009 19:21:31 GMT. The current page could have changed in the meantime. [Learn more](#)

These terms only appear in links pointing to this page: <http://www.fusiongarage.com/blog> [Text-only version](#)

FusionGarage

The official blog

- Home
- About Fusiongarage
-

Switcher

Fusiongarage is 1 yr old!

February 4th, 2009
6 comments

Today is officially Fusiongarage's 1st birthday!

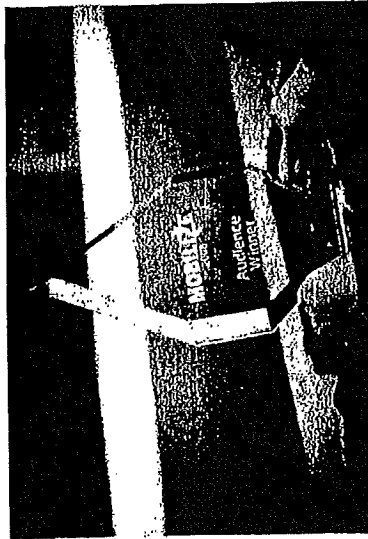


The last year was pretty eventful. Though we started discussing about the team and company sometime in early January 2008, finding a name for the startup (with a url that was available!), getting a convenient office space, bringing together the

initial team etc took us a bit of time. February 2008, we were just setting up fusiongarage's office space. By day, we were assembling furniture we bought from IKEA and by afternoon we were busy brainstorming our product idea. Once we settled on the core product idea, we set out to build a prototype application. We ended up building some really cool stuff in the next few months.

When we eventually had a demo-able version of our idea (it had a 'grander' vision of what we are building right now), it was also that time of the year, when TechCrunch had started accepting applications for the [TechCrunch 50](#) 2008 conference.

We decided to send our entry and a few weeks later, we found ourselves at the demopit in the conference venue. We didn't really launch our product/startup there, the plan was to showcase the concept to the attendees, gauge their interest and gather feedback. People seemed to like our idea, and some interesting meetings were scheduled for the next few days.

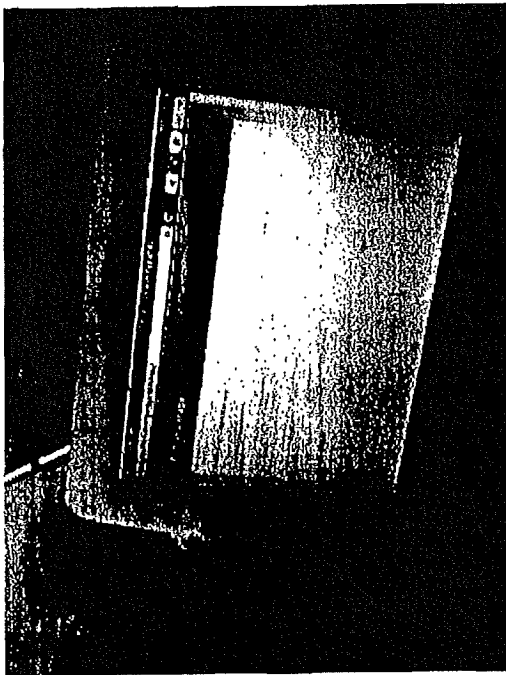


The week following TC50, we also attended Mobilize '08 - a conference targeting the mobile web space, organized by GigaOm network. People liked our product idea there as well; we even won the audience choice award! There were a few very interesting observations made here as well.

So after a fruitful 3 weeks at SFO, we were back to Singapore, only to start preparing our software for the [Intel Developer Forum](#), at Taipei, Taiwan. What better place to present our software to Intel based hardware manufacturers, than the IDF! So off, we went. ([More of that later,](#)

as things get 'declassified')

The collaboration with the Crunchpad project happened as a result of meetings we had with Mike Arrington and co, subsequent to TC50. We worked closely with Louis Montier in getting the software in shape for the hardware prototype B. We continue to work with them in getting the software in shape to make crunchpad a easy to use device. This is where we stand as of prototype-B: (Details over at [TechCrunch's update](#))



As I said, the last year had been a very exciting year for FusionGarage. We expect that 2009 is gonna be no less exciting!

Arul Prasad General

Techcrunch Tablet Prototype B

January 19th, 2009

32 comments

There is an air of excitement permeating through Fusion Garage at the moment. Michael Arrington of Techcrunch just wrote an update on the Techcrunch Tablet Prototype B.

It's our software that is running on the tablet as demonstrated in the videos embedded in the article. We continue to work with Louis Monier on the feature set and the user experience. We are thrilled with this progress and would like to take the opportunity to thank Michael and Louis for giving us the opportunity to work with them on the Techcrunch Tablet.

Its early days yet but we are big believers of the Browser As An Operating System and the Techcrunch Tablet Initiative.

http://74.125.155.132/search?q=cache:P_-Nbt67tIoJ:www.fusiongarage.com/blog/+http://www.fusiongarage.com/blog&cd=1&... 12/4/2009

A nice way to begin 2009 here at FusionGarage !

[chandra General](#), [TechCrunch Tablet browser](#), [operating system](#), [techcrunch tablet](#)

Garage Is Open!

January 19th, 2009
4 comments

Hey there,

We are finally out in the open after spending almost a year in stealth !

It all started with the following lead :

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

We spent 2008 working on the above lead and are excited with the progress we have made.

More details to follow in subsequent posts.

Garage Is Open!

[chandra General](#), [General](#)

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Exhibit D

Software plan for version 1

Phase 0: [FusionGarage does not need to be involved]

Linux, Firefox, touchscreen enabled. Bootloader from the prototyping guys [check with the Daves].

Timing: as soon as first prototype is ready (likely week of 12/8 or 12/13).

Usage: Boot into Linux, set WiFi, start Firefox, so similar to what we have with the HP tablet.

Possible delay if we need to write drivers (we'll try hard to avoid that, but then FusionGarage would be involved).

Progress: it's the right processor, the right OS, and uses the touchscreen.

[FusionGarage from now on]

Phase 1:

Basic kernel (Linux 2.6), Webkit with minimal chrome, JS and Flash as only plug-ins, standard soft keyboard (and USB keyboard/mouse if desired). Network/WiFi set up and soft keyboard already integrated into this browser.

Timing: 2 weeks of work for 3 people, starting as soon as we have a deal in place (or sooner, if Chandra knows what's good for him :)).

Skillsets: Kernel, Webkit, UI

Usage: Boot into directly into the browser, see how the touchscreen feels.

Progress: it's the right browser engine and a step in the right direction for UI, but mostly it's to validate the hardware.

Phase 2:

Timing: as long as we can...

Progress: it's more and more the product we want to ship. We'll use RIP (rapid iteration prototyping, new version every night, testing as we go).

Low-level

Graphic layer: graphic library / rendering engine.

3 weeks ; 1 person ; Kernel

Application framework: enabling apps beyond a browser, such as Skype (architecture only, no need to deploy apps immediately).

2 weeks ; 1 person ; Webkit Logic

Settings:

- WiFi manager
1 week ; 1 person ; Driver/App logic
- Battery manager
3 days ; 1 person ; Driver/App logic
- Volume control
2 days ; 1 person ; Driver/App logic

- GPS and accelerometer control (?), date/time/location
2 weeks; person; Driver/App logic
- Multi-user settings
1 month; 1 person; Kernel Filesystem, App logic
- Screen brightness
2 days; 1 person; Driver/App logic

Total number of weeks : 13
2 person working on it will bring it down to 7 weeks.

File system

- Local: access to USB drive, SD card, file on local network. Can play media using the browser.
- Cloud: do we build something using S3 or Google, or transparently use someone's solution?
 - 1 - 1 1/2 months; 1 person; Kernel

Performance improvement: shorter boot time, instant wake-up...
2 months; 1 person; Kernel

Software updater. Includes a way to restore a bricked tablet [Totally TBD].
1 month; 1 person; Kernel/App

Swype integration.
2 weeks; 1 person; Applogic

Total number of weeks : 19
2 person working on it will bring it down to 9 weeks.

Assuming 2 man team on low-level : Total time required would be 7 + 9 = 16 weeks (4 months)

Browser

Browser features:

- Preferences
1 week; 1 person; Webkit Logic
- History
1 week; 1 person; Webkit Logic
- Bookmarks

3 days; 1 person; Webkit Logic

- Cookies

1 week; 1 person; Webkit Logic

- Toolbars

1 week; 1 person; Webkit Logic

- One process per Tab

3 weeks; 1 person; Webkit Logic

- Plug-in framework, so we can re-use existing Linux (and hopefully Mac) plug-ins. The plug-ins need to believe that our browser is Safari.

3 weeks; 1 person; Webkit Logic

- Google API for spam/malware

need investigation

- Icognito mode

3 days; 1 person; Webkit Logic

- Credentials; multiple users

1 week; 1 person; Webkit Logic

- HTTPS and certificates

1 week; 1 person; Webkit Logic

- Google Gears

1 month; 1 person; Filesystem/App logic

- GreaseMonkey

need investigation

Long list of plug-ins, mostly for new media types. We are limited to Linux (and possibly Mac) plug-ins.

- VLC for music/video
- Acrobat for PDF
- Web service (Google Docs, Zoho...) for documents (.doc, .xls, .ppt...).
- Specialized viewers if available (ABC, Netflix...).

3 months; 1 person; Webkit Logic

Total number of weeks : 29

2 person working on it will bring it down to 15 weeks

Assuming 2 man team on browser : Total time required would be 15 weeks (4 months)

UI

Ongoing work on UI:

- Finalize general look (product personality), icons / size / placement

2 weeks ; 1 person;

- More pages
 - Home page: icons, links, gadgets? Heavy personalization (how? Copy iGoogle?).
 - Control of WiFi, battery, volume, GPS, accelerometer, screen brightness, date/time/location
 - File browser
 - Login, switch user, new user
 - Preferences, history, bookmarks, cookies, zoom (explicit Safari model, not iPhone model), font size
 - Security (malware, certificates)
 - Pop-up blocking/white list...
 - Various error pages
 - Sleep, off, ...

2 1/2 months; 1 person;

- Software updater

1 week; 1 person;

- Swype

2 weeks; 1 person;

- Gestures

2 months ; 1 person

Total number of weeks : 23

2 person working on it will bring it down to 12 weeks

Assuming 2 man team on browser : Total time required would be 12 weeks (3 months)

Services

- Cloud storage.
- Saving and restoring personal data to the cloud.
- Mining traffic and query data.

1 - 2 months ; 2 person; Services/Backend

Total number of weeks : 6

Total required : 2 pple

With this ; The team has 5 developers and 2 UI designers as of now
Need to hire at least 2. Ideally 3.

Phase 3:

Move to the actual hardware as agreed to with the ODM. Mostly work on drivers if needed, and bootloader. Possibly more tuning of kernel.

Timing: can happen any time during phase 2. Will depend on when we sign with the ODM and their timing.

Saved for version 2:

- Printing support.
- Skype.

[Louis] I would add:

- For every component, the skills required (so we can map to a set of people in the team), and how many people (unless it's always one)
- What it will take to get to a version we can run on the prototype, and what it will include.
- What could be left out of a version 1 (say, printing...), and how it will affect resources/timing
- Then the full picture.

System

- Bootloader
- - Optimize start-up time.

- - ODM will provide basic bootloader
- - We will have to optimise it
- - Job of bootloader is to initialize key hardware components and to start kernel
- - For prototype, the device guys should be providing bootloader and we need not optimise it as it that hardware is not final selection
- - Expected to be a month's effort eventually
-
- Fast boot, instant wake-up.
- - This will involve tuning the bootloader and kernel
- - Elaborate process for which kernel optimisation can begin without hardware initially
- - Examples of consideration includes, layout of hardware, method of hardware of initialisation, kernel startup modules realignment etc
- Drivers
- - Specifically hardware component dependent
- - Involve at basis level writing driver for kernel and fine tuning
- - Examples of drivers required includes wireless, video, sound, accelerometer etc
- - Each driver could take about 10 days to 2 weeks depending on complexity and availability of notes. Smart hardware selection is important consideration here.
-
- Version of Linux: DSL (to confirm shortly), 2.6.
- - Likely to go with the basic 2.6 kernel instead of a distribution such as DSL or mobilin
- - Reasons are that, unlike an Intel project, where support for a variety of hardware manufacturers are required , in the case of Crunchpad we control hardware and minimal hardware variety type. Given that, going with the 2.6 kernel gives us the best flexibility in terms of reducing footprint, boot time and support issues.
- - We will start the ball rolling for the above, by using the prototype
- - Kernel work includes optimisation, tie back of file system and storage mechanisms , general support for hardware components etc.
- - Expected to be an on-going effort, with initial effort tied to hardware etc to take 2 months. Most work will be in the area of optimisation and filesystems etc.
-
- Network / WiFi management.
- - Work required includes, driver enablement, tieback with kernel initialisation, application initialisation with UI and user selections
- - UI work is required here
- - Time required likely to be 2 weeks.
-
- Battery management.

- Similar to above, optimisation, app tieback, UI feedback for battery from app tieback etc.

- UI work is required here
- Time required likely to be 2 weeks

- Graphic libraries, maybe. What if we allow other apps, like Skype? (do we go browsing engine as the rendering environment or gtk or hildon framework)
- - There are few things here. We need to decide between direct html rendering or using a graphic library like GTK or hildon and browsing being on top of that
- - Likely would be for flexibility, speed and any future support for other applications, we go with a framework like GTK with browsing rendering being on top of the framework
- - We will do a directFB enablement for either way above, allowing for direct rendering via hardware graphic module. This will lead to speed and performance optimisation
- - Likely time required is about a month.

- File system
 - local storage: USB/SD, local network.
 - cloud: ours built on S3/Google? Others? How transparent?
- - Once a decision is made on the above, we need to map this to the filesystem and to the kernel on top of enabling a basic application logic.
- - There is UI work associated with this module as well
- - Likely to take about a month and half. Choice determines time. So got to make decision first to have an accurate estimate.
- Access to local printers.
- - Got to decide a mechanism for this. There are many printer models out there. We need a basic framework for this. Got to allow user to install drivers. How is installation done
- and mapped etc.
- - Cant access time as yet, but gut is about a month as this requires an extensive printer framework and tieback to different vendors etc.

- Multiple users (need to worry about the credentials; mac style ?)

- Got to work filesystem tieback. Swap space etc
- Have UI work associated with it from a user input and notification perspective

Utilities

- Software updater.
- - Kernal and core system related
- - UI work required for it
- - Probably 2 weeks.

- How to deal with a bricked tablet? Reinstall from scratch.
 - - Mechanism and software for reload
 - - USB thumbdrive restoration ?
 - - Basic UI
 - - Probably 2 weeks.
- Swype.
 - - UI level integration
 - - Internal App protocol communication
 - - Probably 2 weeks

Browser

- Webkit. Go through all modules and chose/customize.
- One process per tab.
 - Being worked on.
- Finish plug-in framework.
 - - This will allow others to write plug-ins for us ; for example an abc "viewer"
- Assemble a list of plug-ins, test them and pre-install them.
 - Mostly new media types. Flash, JS, VLC.
 - - Got to write VLC to tieback to browser ; UI presentation etc
 - GreaseMonkey?
 - Special viewers for ABC,...?
- Preferences.
 - - Got to write
- Bookmarks.
 - - Got to write
- Cookies.
 - - Got to write
- Toolbars?
 - - Got to write
- Https and certificates.
- Use Google API for spam/malware.
- Incognito mode?
 - - Got to write

UI

- Chrome (mostly navigation).
- - Got to write; UI related

- Gestures.
- - Got to write; Large chunk of logic and UI code. Given its a single touch screen, this will be a major portion of the work.
- - Could take a month to 2.

- Home page: links, icons, gadgets?

- Login process
- - (Same as multiple user above)

- Wifi manager
- - (Same as multiple user above)

Services

- Cloud storage?
- Saving personal data remotely.
- Mining browsing data, in aggregate, or for personalization/ad targeting.
- - Difficult to estimate as scope not defined but effort could take anything from 2 weeks to 2 months depending on what needs to be done

Other applications

- Skype.

Team requirements : Looking at the above, initial estimates as basic needs is that we need 2 guys on webkit, 2 guys on kernel/drivers, 1 guy on backend & services , 2 guys on UI implementation, and 2 guys on UI design including gestures.

Even with the above, I do see the guys above multi-tasking and working on cross-functions.

Given the above, more immediate need is to hire the kernel guy. the 2nd kernel/driver guy can be hired over the course of next 2 months as we evolve the work.

To get the basic prototype working with prototype software in 2 weeks should not be an issue.

Shipping in 6 months is tight but achievable. This takes into consideration that we would

need time for testing, stabilisation, act on feedback etc prior to shipping.

Team:

Chandra	
Bok	Most Versatile. Kernel, App, Svcs, Webkit
Deepak	Kernel, Webkit, App
Arul	UI implementation, Webkit, App
Jaya	Webkit//App (Bangalore)
Victor	Svcs, Server, App
Giles	UI Design/ ID/ Branding / All design related disciplines (part-time)
Sandy	UI Design/ ID/ All design related disciplines

Exhibit E

From: 'Louis Monier' <louis.monier@gmail.com>
To: Chandrasekar Rathakrishnan <chandra@fusiongarage.com>
Sent: 10/11/2008 10:12:27 PM
Subject: My notes

Chandra, I had promised you some sort of product draft, it's actually more like one big list to consolidate all of my notes. Mostly I am going through all the components I can think of on the software side (mostly user-visible) and I have just started thinking about how to group and display them. So no new idea yet, and very much stream of consciousness.

Please keep it to yourself, it will evolve quite a bit, but I would appreciate your feedback.

Cheers,

CrunchPad

Vision: we want to build an Internet-only device, the physical manifestation of a browser. It's a small (10-12" screen) device, connected to the Internet (WiFi), with no keyboard (soft keyboard on touchscreen). It boots directly into a full-page browser, all controls appear when needed. It has no hard drive and all personal data can be backed up in the cloud.

Selling points: simplicity of use (browser metaphor, no OS, no virus, no local data to manage), low price (~\$300), software will be upgraded regularly for free, elegant design (just one physical button, sexy case).

High-level goals

- Intended use: consuming media through the Web, not a replacement for a laptop or a phone. But it might fulfill all the needs of users who have made the switch to using exclusively Web service and storage, and don't need to run specific desktop apps.
 - The tablet must be small enough to carry around the house, in the car, or throw in a bag or purse. Not small enough for a pocket. Sturdy enough for everyday use.
 - It must have a long battery life. With normal usage, no need to charge it more than once a day. We don't want the problems of the iPhone 3G.
 - The browser is full-screen, the controls have to be invoked explicitly by pressing the physical button. Shortcuts are available (touching the edge of the screen) to bring up parts of the chrome (navigation, tabs...).
 - No particular demographic in mind. Should appeal to:
 - early adopters who want one more gadget.
 - teens who are only on the Internet and will convince parents to buy something at 1/3rd the cost of a laptop.
 - people who will leave one near the couch to check email while watching tv, one in the kitchen to look up recipes and check email, one in the bathroom...
 - seniors and not-so-tech-savvy people who will enjoy the simplicity (nothing to break!).
 - The tablet functions in portrait and landscape views, set by the accelerometer.
- The tablet should boot in ~10 seconds, and give feedback that it's booting very quickly (2 seconds or less). It should wake up from sleep instantly.

=== SYSTEM ===

BIOS

- Do we need to contract for this, or is this something Chandra's team can do?

Kernel

- DSL (Damn Small Linux), managed by Chandra's team.

Drivers

- Via offered to provide many drivers for Linux, depending on devices, of course.

Reinstalling the software from scratch

- Issue: dead machine, SSD got corrupted, nothing can be trusted (BIOS ok?)
- Fix: connect through USB to a computer, go to our site, download something, click heels three times, wait.
 - Hardware must accept this hard reset no matter what. We don't want users to have to return bricked tablets.

Authentication

- Interesting problem since a tablet sits between a completely personal device (phone) and a home computer shared by family members.
- We assume that people might get confused (bookmarking while logged in as someone else), but not malicious.
- For times of paranoia (trip, house guest) save to cloud and nuke data.

New user: for the first time the machine is turned on, or when requesting a "new account".

- Ask for a user name.
 - A first name should be ok, it'll be used to greet the user and confirm who is logged in if multiple users have access to the tablet.
 - Ask to take a snapshot.
- Ask for an email address if the user intends to save their data to the cloud.
 - Data saved will be account info, bookmarks, cookies, history, preferences...
 - Option to put a password. And yes, ask to repeat the password.
 - This password can be used every time the machine
 - [] boots up
 - [] wakes up from sleep
 - [] saves data to the cloud.
 - this can be done on demand, and as a preference when putting machine to sleep or logging out.
 - when saving explicitly, option to nuke all personal data (with enough "are you sure?").
 - let's make sure to use enough encryption: https, data is encrypted with user password when stored in the cloud.
 - User must choose among the options, but explain clearly the implications.
 - Guidelines on a good password; don't reuse the one matching your email address.
 - If no password, can't save to the cloud.
- Other preferences?
 - Choose network printers (TBD).

Login

- Power up
 - If multiple users, must select an account, then single user.
 - If single user: if needs password, ask for it, otherwise go right in.
 - Cute animation for wrong password.
 - Wake up from sleep
 - Assume same account, request password if required.
 - Briefly display the user name and photo, just to confirm.
- Put to sleep
- Preference to save data to cloud.
 - Power off
 - Explicit save to cloud, in addition to preference.
- Switching user: brings you to the "power up" state, plus a "new user" option.
 - Local credentials are checked locally.
- When saving to the cloud, credentials are checked online, on our site.
 - Do we have a separate incognito mode?
 - No new cookies, no trace in history or cache... Like what Google is doing with Chrome.
 - Separate user? Tab option? Mode (everything I do from now on...)?
- Need some visual feedback.

Network access - all on one page.

- List available networks. For each display name, signal strength, locked or not.
 - Use can select a network, enter credential.
- Is there any use for "remember new network", "delete old network"?
- We can simply remember all networks that have been used, with their password.

Software update

- Check automatically once a day, silent download, install at next boot with permission.
- Any user can grant permission, we don't want to get into multiple levels, administrator account...
 - Enough authentication (sign the package) that some bozo can't get in the middle and push a bogus update.
- Display version number for the software in a menu somewhere. (TBD)

=== BROWSER ===

The full chrome: can be brought up from hardware button. Partially transparent? (we'll see with the designer)

- Thought: some of the "control pages" (WiFi, passwords...) could be treated as pages, fixed tabs with an icon.
- Status bar.
 - Navigation bar (includes back/forward/home, unibox, bookmark this page).
- Find in page, opens a text box, next/prev/kill.
- Tabs bar.
 - Save page as... (where?)

- Print.
- Customize
 - History: search, nuke.
 - About.
 - Help.
 - Options.
 - Import bookmarks from a list on the Web. Think.
- Cut/copy/paste? Better in contextual menu.
- Encoding.
- Technical matters
 - View source.
 - Debug JS.
 - JS console.
 - Task manager.
- Bookmarks
 - Bookmarks can be grouped, we can propose a few categories to start, plus the bar.
 - Access to bookmarks using thumbnails?
- Preferences.
- Set up a new account for this tablet. Can also import a user info from the cloud, existing on this tablet or new.
 - Save personal data to the cloud.

Status bar

- User name and picture.
- Date and time (sync'ed over the Web).
- WiFi status and access to WiFi management page.
- Battery status.
- Volume level / control.
- Text size as ^ A A.
- Sleep (now or in 30 mins, 60 mins... to watch movie then fall asleep), Power off (now), Switch user.
 - Options to save data to cloud, option to nuke all data.

Navigation bar

- Shortcut: touch neat top edge and go off edge of screen.
- Nav will appear for a couple of seconds, stay if clicked on.
- Back/forward/home buttons.
 - Displays unibox with go/kill/reload.
 - Similar to Google, possibly better with query suggestions and popular sites.
 - See if we can leverage some of Google APIs.
- Multiple providers? Easier if we pick Google and get money.
 - Bookmark this page, and menu to put bookmark in the right folder or bookmark bar.
 - Optional bookmark bar.
 -

Tabs

- Shortcut: touch near bottom edge and go off edge of screen.
- Tabs will appear for a couple of seconds, stay if clicked on.

- Unclear how tabs should appear: just text tabs? Thumbnails?
- New tab. Name is title of page

Preferences: also available at the point of use.

- Change information for this account: password, email, when to require password, save to cloud...
- Power management: turn off screen after X minutes; anything else?
- -- needs work --
- Enable Java/JS (?), font size, language (where?), default encoding.
- History duration.
- Accept cookies, only accept from, keep until, nuke now.
- Size of cache (meh!).
 - Encryption, certificates.

Screen navigation

- Scrolling: drag with finger but show scroll bars when scrolling to give position of window in page (like iPhone).
 - Text
 - Click => cursor on location.
 - Double click =>select word.
 - Click (single or double) and drag: extend selection by char or word.
 - Select and hold brings up a menu: cut, copy, paste, search in page, search on the Web, search in Wikipedia,
 - Link
 - Click => follow this link.
- Click and hold brings up a menu: open in new tab, save link as (?)...
- Image
- Click and hold brings up a menu: save as, copy URL, copy image...
 - Going to top/bottom of page?
 - Scroll up in top left corner, or down in a bottom right corner?
- Just scroll, scroll, scroll?

Homepage

- Clock, date, location (use GPS, zooming view),
 - Sync up the clock from the Web, use the GPS for timezone.
- WiFi network and strength, battery status.
 - Use Google Gadgets as much as possible. Ours? Populate a few other ones, like weather, calculator...
 - Let people add stuff from the chrome: bookmarks, ...
 - Set of services selected from a big list. Paid inclusion as well. All customizable.
- Folder for cloud storage (think!).

Keyboard

- Comes up when selecting a text entry area.
- Stretchable by the user. If rotated, scales to fit.
- Not too large, not too small. Present in both landscape and portrait mode.

- Experiment with Swype.
- Spell checking?

Camera

- Take picture, upload to the cloud (our storage?) or one of the services (Flickr...).
- Used for video conferencing.
- Uploading video: seesmic, YouTube...

Voice

- Voice memo.
- Speech-to-text for text entry?
- Accessibility? See T.V. Raman (blind friend). Keyboard will be a major drag.
 - Use it to control browsing,... (say "back"...) ? Look at Yap. Doubtful.

Web site

- Drive the updater.
- App to restore tablet.
- Save / restore user personal info (bookmarks, cookies...).
- Pseudo local storage, like iDrive?
 - Gathering traffic data (?)
- Server to check for spam/malware, unless we can rely on Google's API.
- Server to drive the unibox if we can't use Google? Look into BOSS.
 - Selling accessories, feedback...
- Community?

Big bag of open technical questions

- Import bookmarks from the Web?
- Block pop-ups, by default, then people can allow one, or from this site, or for this session.
 - How to kill a tab that went nuts? One process per tab makes it easier.
 - Gears: implications?
 - GreaseMonkey? Not for WebKit, FireFox only.
 - Can users install new plug-ins or update a pre-installed one? Yes.
 - Remote access to another machine? Already available through a browser?
- Store passwords for sites.
- Auto-fill for forms?
 - How to use cloud storage as if it was a local hard drive?
 - Downloading an attachment to, or uploading a picture from?
- RSS reader?
- Skype?
- Capture URL stream, anonymized, opt-in.
- Gestures?

- VLC plug-in? Who pays for the transcoding?
 - External drives: USB drive, local network drive, cloud storage (our service, Google...)
 - Can user save to an external drive?
 - Play media from an external drive?
- Upload from external drive to a site (Flickr, Google Docs...)?
 - Printing? Accessing a remote printer?
 - Phrasing: find new terms that are neither Mac nor Windows (e.g. options/preferences => customize).
- Videos on Web site to explain usage?
- Attachments in emails: docs, media, zip,...?
- Tips. Contextual.
- Allow for removable storage (SD slot)?

--

--Louis

Exhibit F

From: 'Chandrasekar Rathakrishnan' <chandra@fusiongarage.com>
To: giles saunders <giles@fusiongarage.com>; arulprasad <arulprasad@fusiongarage.com>
Sent: 5/14/2009 8:13:19 PM
Subject: Fwd: first set to get u going,,,next one coming after this

next set of slides....

arul shld tell story of how we got to tc50....

tc50 story..... (maybe can use this pic as cover for tat,, here we come SF.... dsc0391

dsc0023

then dsc 0088, dsc 0123,, dsc 0248 , dsc0242

effects from not sleeping for days..... dsc0171

mobilize (arul shld talk abt the mobilize story)

slides will be with following photos....

dsc0766, dsc 0801, dsc 0821

then arul shld focus on collaboration with techcrunch..... (slide shld say.....the meeting with the man itself... n here arul can talk abt how we met mike and how the collaboration came abt) , dsc 1398

then taiwn idf...(shld talk abt how we got there etc...) photo wld be dsc 1944

then shld have a slide that tlks thru the evolution of the collaboration with techcrunch....prototype b then prototype c.... (show photos of crunchpad here)

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

From: Chandrasekar Rathakrishnan <chandra@fusiongarage.com>

Date: Fri, May 15, 2009 at 10:56 AM

Subject: first set to get u going,,,next one coming after this

To: giles saunders <giles@fusiongarage.com>, arulprasad <arulprasad@fusiongarage.com>

Presentation

1st part....

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FG0010049

the first 3 slides on fg getting techcrunched...

4th slide should say "Journey of Fusion Garage" bottom tagline shld say how a singapore startup went global...

5th slide onwards.... shld be the "the beginning days"

photos used wld be as follows :

BK Thinktank : P1190153.JPG, p1190163.

outside storytelling: p1190141.jpg

first days: p1190219

shopping at ikea p1190221

setting up: p1190222

new office :p1190702, p1190700

product discussions: p1190463

after a hard day's work..... p1190838.jpg

(arul will say this after the above... as u can see ..., we have worked very hard..... how hard ?s... its time to bring on my co-speaker, bok, looking at him, this is how hard we have worked....bok then n now... with bok on stage...bok will remain on stage.... while arul continues his presentation....)

Exhibit G

From: 'Chandrasekar Rathakrishnan' <chandra@fusiongarage.com>
To: Hedirman Supian <hedirman@mediacorp.com.sg>
Sent: 4/13/2009 9:57:32 PM
Subject: Re: Articles and Update

Kinda of :) in the midst of finalising some stuff...still confidential but will keep u posted.

cheers

On Tue, Apr 14, 2009 at 12:12 PM, Hedirman Supian <hedirman@mediacorp.com.sg> wrote:
Thanks Chandra, I saw these updates as well. So now you guys are handling the product design as well?

Hedirman

From: Chandrasekar Rathakrishnan [mailto:chandra@fusiongarage.com]
Sent: 14 April 2009 11:57
To: Hedirman Supian

Subject: Fwd: Articles and Update

Hi Hedirman ,

Hope this mail finds you well. Just a quick update on things....we had articles written on us a couple of days back...

fyi and reference.... pls let me know if you have any questions.....

The article from mike ..

<http://www.techcrunch.com/2009/04/10/about-those-new-crunchpad-pictures/>

the first few articles documenting the leak! & some others

<http://www.crunchgear.com/2009/04/09/crunchtablet-hits-the-net-a-little-early/>
<http://www.businessinsider.com/crunchpad-2009-4>
<http://www.engadget.com/2009/04/09/leaked-pics-of-the-crunchpad-make-it-look-dangerously-close-to-a/>
<http://www.kojakfull.com/techcrunch-tablet-is-totally-awesome.html>
<http://spamflet.posterous.com/crunchpad-the-next-big-must-have-gadget>
<http://www.seanpercival.com/blog/2009/04/10/crunchpad-tilf/>
<http://blog.dustincurtis.com/could-arrington-have-pulled-off-the-crunchpad>
<http://blog.wired.com/gadgets/2009/04/leaked-photos-w.html>
<http://blogs.courierpostonline.com/gogogadget/2009/04/10/if-apple-wont-build-a-touchscreen-tablet-techcrunch-will/>
<http://presata.com/wp/software/crunchpad-photos-of-techcrunchs-delicious-burgaswebcom-tablet-techcrunch-8/>
<http://mobilitysite.com/2009/04/the-crunchpad-leaks-engadget-breaks-the-story/>
<http://smartech.blogtetry.com/2009/04/12/first-crunchpad-tablet-pc-images-go-live/>
<http://arabcrunch.com/2009/04/crunchpad-shipping-soon.html>

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<http://www.ehomeupgrade.com/2009/04/09/near-finalized-crunchpad-photos-inadvertently-hit-the-net/>
<http://www.gottabemobile.com/2009/04/09/techcrunchs-crunchpad-makes-a-showing-pretty-sexy/>
<http://www.lorenheiny.com/2009/04/09/12-crunchpad-to-support-capacitive-touch/>

Summaries (after a day of news...good read)

<http://www.engadget.com/2009/04/10/michael-arrington-drops-science-on-crunchpad-still-wont-sell-u/>
<http://www.lockergnome.com/forian/2009/04/12/crunchpad-leak-roundup/>
<http://i.gizmodo.com/5207334/all-about-the-crunchpad-web-tablet#viewcomments>

"With immediate effect, we have changed our email domain to mediacorp.com.sg"

IMPORTANT: This message is intended for the recipient named above. It may contain confidential or privileged information. If you are not the intended recipient, please notify the sender immediately by replying to this message and then delete it from your system. Any form of unauthorized use or dissemination is prohibited. Risks are inherent in all internet communication. Each recipient is responsible for protecting its system from viruses and/or other harmful code and/or device. The sender is not responsible, and hereby disclaims all liabilities arising from or in relation to any viruses and/or other harmful code and/or device.

Exhibit H

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.)

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

Michael Arrington
Highly Confidential - Attorneys' Eyes Only

1 Fusion Garage or anybody associated with Fusion
2 Garage appropriated or took from TechCrunch or
3 CrunchPad?

4 MR. BRIDGES: Objection, vague and
5 ambiguous, calls for a legal conclusion, foundation
6 competence.

7 THE WITNESS: I'm not comfortable making
8 legal conclusions.

9 BY MR. STERN:

10 Q. Can you tell me any feature of the
11 JooJoo that was contributed to in whole or in part
12 by either TechCrunch or CrunchPad?

13 MR. BRIDGES: Objection, foundation,
14 competence in part, and vague and ambiguous.

15 But you may answer.

16 THE WITNESS: We -- obviously the
17 project, CrunchPad project began before Fusion
18 Garage entered the picture. It began with our
19 initial post in July with progress from there
20 through the various prototypes.

21 Once Fusion Garage did enter the picture
22 and started working with us, we worked
23 collaboratively as a team. There was no difference
24 between what we were doing and what they were doing.
25 They were in our office working with us directly,

Michael Arrington
Highly Confidential - Attorneys' Eyes Only

1 mixing and mingling with my employees.

2 It was a purely -- an awesome
3 collaborative project where we were working together
4 constantly. Decisions were made at high levels,
5 passed through me; low-level suggestions were made,
6 passed right back up, and it was kind of how the
7 product was developed.

8 BY MR. STERN:

9 Q. Can you tell me the high-level
10 suggestions that were made by anybody at TechCrunch
11 or CrunchPad to anybody at Fusion Garage? No, let
12 me change that question.

13 Can you please list for me all the
14 high-level suggestions that were made by anybody at
15 TechCrunch or CrunchPad to anybody at Fusion Garage
16 where those high-level suggestions were proprietary
17 rights of TechCrunch or CrunchPad?

18 MR. BRIDGES: Objection, calls for a
19 legal conclusion.

20 THE WITNESS: Yes, I'm uncomfortable
21 forming legal conclusions.

22 BY MR. STERN:

23 Q. Can you tell me the high-level
24 suggestions that were made by anybody at TechCrunch
25 or CrunchPad to anybody at Fusion Garage?

Exhibit I

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

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

Plaintiffs,

vs.

No. CV-09-5812 RS (PVT)

FUSION GARAGE PTE, LTD., a
Singapore company,

Defendant.

CONFIDENTIAL - ATTORNEYS' EYES ONLY
VIDEOTAPED DEPOSITION OF BRIAN KINDLE
Redwood Shores, California
Thursday, August 19, 2010

Reported by:
SUZANNE F. BOSCHETTI
CSR No. 5111

Job No. 141048

09:21:41 1 Q. You were working for CrunchPad for a certain
09:21:46 2 period of time, correct?

09:21:48 3 A. Yes.

09:21:49 4 Q. During what period of time?

09:21:56 5 A. June -- I believe I started in June of 2009.

09:22:01 6 Q. And when did you complete working for
09:22:03 7 CrunchPad?

09:22:07 8 MR. BRIDGES: Objection. Vague and
09:22:10 9 ambiguous.

09:22:10 10 THE WITNESS: The -- I believe December of
09:22:13 11 2009 was the -- was when I completed my time with
09:22:18 12 them.

09:22:19 13 BY MR. STERN:

09:22:19 14 Q. And while you worked at CrunchPad, did you
09:22:21 15 have a job title?

09:22:25 16 A. I was a consultant.

09:22:28 17 Q. And while you were a consultant to
09:22:30 18 CrunchPad, was there a particular focus of the work
09:22:33 19 that you were working for -- working on?

09:22:38 20 MR. BRIDGES: Objection. Vague and
09:22:41 21 ambiguous.

09:22:41 22 THE WITNESS: Hardware, hardware design.

09:22:44 23 BY MR. STERN:

09:22:45 24 Q. Anything other than hardware design?

09:22:49 25 A. Manufacturing.

09:22:51 1 Q. Anything other than hardware design and
09:22:53 2 manufacturing?
09:22:56 3 A. No.
09:22:56 4 Q. And were you working on the hardware design
09:22:59 5 and manufacturing of any particular product?
09:23:05 6 A. CrunchPad.
09:23:06 7 Q. And was CrunchPad an anticipated Web Tablet?
09:23:16 8 A. Yes.
09:23:16 9 Q. While you were at CrunchPad, did you provide
09:23:23 10 any programming, that's software programming, that
09:23:26 11 went into the CrunchPad?
09:23:29 12 A. No.
09:23:33 13 Q. Have you ever reviewed the source code
09:23:36 14 associated with the CrunchPad?
09:23:39 15 A. No.
09:23:39 16 Q. Do you have the ability or expertise in
09:23:41 17 reviewing software source code?
09:23:47 18 MR. BRIDGES: Objection. Sorry, objection.
09:23:49 19 Vague and ambiguous.
09:23:49 20 BY MR. STERN:
09:23:51 21 Q. You can answer.
09:23:52 22 A. No.
09:23:56 23 Q. Prior to joining CrunchPad, had you ever
09:23:59 24 worked on the development of a Web Tablet?
09:24:03 25 A. No.

10:26:08 1 Q. When did he begin referring to them as a
10:26:14 2 partner?

10:26:14 3 A. I don't recall when he first brought up
10:26:17 4 Fusion, with the date that he brought up the Fusion
10:26:20 5 Garage for the first time.

10:26:20 6 Q. Well, you said he mostly referred as to
10:26:23 7 partner you just testified under oath and the jury
10:26:25 8 will hear that you said that Mr. Arrington told you
10:26:27 9 that he was wanting you to come in and take over or
10:26:30 10 head up that department to see through it to its
10:26:35 11 conclusion. Now, when you just testified under oath,
10:26:38 12 was that accurate?

10:26:41 13 A. I believe those were my words, and I don't
10:26:45 14 really recall the exact words that he used when we
10:26:47 15 had the conversation.

10:26:48 16 Q. Do you recall any of the exact words he
10:26:50 17 used?

10:26:52 18 A. Not exactly, no.

10:26:53 19 Q. Okay. But you got the impression that you
10:26:58 20 were supposed to come in and take over or head up
10:27:01 21 some sort of effort, correct?

10:27:05 22 A. Based on a conversation that -- so I went
10:27:10 23 through an interview process there with -- with
10:27:13 24 Mr. Arrington and Chandra from Fusion Garage and I
10:27:18 25 believe Heather. And that was more about them

10:27:25 1 getting comfortable with me. It was more like an
10:27:27 2 interview process. And I -- I believe there was some
10:27:31 3 discussion of job duties in that meeting, but I don't
10:27:33 4 recall the exact words.

10:27:34 5 Q. Well, you said -- now we -- so I asked you
10:27:38 6 about Mr. Arrington giving you instructions. Now you
10:27:42 7 said there was an interview where you were
10:27:43 8 interviewed by Mr. Arrington, Ms. Harde and Mr.
10:27:48 9 Rathakrishnan; is that right?

10:27:51 10 A. Yes, there was -- there was an interview,
10:27:53 11 yes.

10:27:53 12 Q. Okay. And you weren't hired before the
10:27:55 13 interview?

10:27:58 14 A. No, I don't believe so.

10:28:00 15 Q. The interview -- the interview took place
10:28:03 16 before July 8th, 2009?

10:28:04 17 MR. BRIDGES: Please testify as to what you
10:28:06 18 specifically recall.

10:28:09 19 THE WITNESS: I think so, but I'm not --
10:28:11 20 yes, I believe so.

10:28:12 21 BY MR. STERN:

10:28:12 22 Q. Well, were -- were the three people I just
10:28:14 23 mentioned, Mr. Arrington, Ms. Harde and Mr.
10:28:17 24 Rathakrishnan, were they all in the same room
10:28:20 25 together?

Exhibit J

From: <bk@duzzit.com>
To: Chandrasekar Rathakrishnan <chandra@fusiongarage.com>
CC Recipients: bk@duzzit.com <bk@duzzit.com>; Michael Arrington <editor@techcrunch.com>
Sent: 7/11/2009 2:55:42 AM
Subject: Re: Thermals

Chandra, The missing component spec data has nothing to do with when simulation was done, and should have gated PCB component placement, ID and mechanical design efforts. In my experience, thermal simulations should be no more than 1/2 degree off of actual measurements for the most aggressive designs. If actual measurements show anything more, then this exercise was a waste of time, energy and \$\$\$. They need to add the component dissipation specs, which should be readily available, to the simulated temp numbers.

Heat sinks are not heat spreaders. They will get isolated hot spots under control but will not be effective at trying to spread energy around the entire available real estate.

I truly hope that their initial simulations are completely broken for the sake of the project and that actual measurements will be more positive. SW power control over power management versus performance will help.

I trust there are digital temp sensors in the design that will be utilized to triangulate the closed loop thermal control algorithm. The Block diagram and component list would be most helpful.

Looking forward to the additional data and docs per our last discussion.
Thx, BK

> Brian,
>
> The report is an initial report that was done before project started .
> It's also just a simulation n not exact tests on physical unit!
>
> Physical units will be available with dvt stage which are due to be
> ready this mth.
>
> They have been using several techniques to spread heat including heat
> sinks. We will have a variety of techniques tested with physical units
> during dvt. Dvt will include fully cased up units to run a series of
> tests. Yes software is working on power management. More docs as
> discussed coming ur way. Thanks, chandra
>
> On 7/11/09, bk@duzzit.com <bk@duzzit.com> wrote:
>> Chandra,
>>
>> The report is missing data... The maximum operating temperatures for
>> each
>> of the critical components. It shows the simulation results for fan
>> versus no fan and seems to indicate that with fan PKG temps remain in
>> the
>> black while without all move into the red. The max case temps are
>> needed
>> to draw conclusions on margin.
>>
>> Based on this report, an MTBF calculation report is mandatory with
>> either
>> scenario! Also, is Peg working on provisions for spreading/piping heat
>> to
>> more evenly distribute the dissipation throughout the enclosure? The
>> hot
>> spots in both scenarios is beyond comfort.
>>
>> One additional questions, is it safe assume your team is working on
>> power

>> stepping algorithms to lower the average power appropriately?
>>
>> Thx,
>> BK
>>
>>
>>> Brian,
>>>
>>> Thanks for the notes. Am getting some of the updated information and
>>> will
>>> send you the docs a little later into your evening today.
>>>
>>> To get the ball rolling while waiting for updated docs, here is the
>>> thermal
>>> simulation report attached.
>>>
>>> thanks,
>>> chandra
>>
>>
>>
>

```
<?xml version="1.0" encoding="UTF-8"?>
<!DOCTYPE plist PUBLIC "-//Apple//DTD PLIST 1.0//EN"
"http://www.apple.com/DTDs/PropertyList-1.0.dtd">
<plist version="1.0">
<dict>
<key>flags</key>
<integer>8590195713</integer>
<key>original-mailbox</key>

<string>imap://editor%40techcrunch.com@imap.emailsrvr.com/INBOX/Folders/TechCrunch/crunchpad</string>
<key>remote-id</key>
<string>679</string>
</dict>
</plist>
```

Exhibit K

From: <bk@duzzit.com>
To: Chandrasekar Rathakrishnan <chandra@fusiongarage.com>
CC Recipients: editor@techcrunch.com <editor@techcrunch.com>; bk@duzzit.com <bk@duzzit.com>
Sent: 7/18/2009 2:14:14 AM
Subject: Re: [Fwd: Quick Note]

Chandra, Sorry to keep bugging you for this stuff, but it continues to be getting white hot on this side and you are still in the gate keeper role for information. Michael is scheduled to be on the Charlie Rose Show and will be taped Monday night. I need to get this data from you ASAP to make sure he is prepared to speak from and solid foundation.

We are continuously getting asked questions on dates and cost and are flying uncomfortably close to the sun with no navigation controls in place. It is becoming crystal clear that this thing has tremendous potential with the marketing power of Techcrunch, and it will be completely on us if we cannot deliver on it. Please let me know. Brian

> Here is the latest update from Chandra. Looks like we will not get the
> dates until the weekend.
>
> Spent some time chatting with Intel today. From what I've gathered from
> Chandra and Keith, Desmond gave a \$45 price quote for the chipset being
> targeted, however, a written quote was not obtained. Intel quoted Peg
> \$65, and Desmond mentioned that they will not re-quote until after the
> Tech50 as he wants there to be some press before he goes back to the
> finance team to re-quote.
>
> Desmond claims that he was very clear that the \$45 in the price range that
> he gave was for the lowest, 1.1Ghz, chipset. Although he thinks that they
> "might" be able to get the 1.33Ghz chip to this price. He set very clear
> expectations that that the 1.6Ghz device we are targeting will not get
> better than \$55-\$59 if all goes well on the marketing push and uptake on
> the 1K pre-sales units. He said that the 1.6Ghz chip could get down to
> \$45 at around the 1M unit volume stage.
>
> So either Desmond communicated a range that was not understood, Intel is
> performing a classic bait and switch, or someone has their hand in the
> cookie jar! Regardless, this is \$20 BOM swing in the wrong direction.
>
> On a positive note, Intel wants to get a unit in hand for an analysts
> conference. They would like to show the latest unit, even if it is not
> functional.
>
> Chandra, I need an answer from you on availability of a non-functional
> unit in packaging for July 27, 2 days in advance of the show.

> ----- Original Message -----

> Brian,
>
>
> Just a quick note. Am in all day meetings today and need to fly out to
> china
> to take a look at some samples.
>
> So will be out of circulation. I finish my meetings and get back to
> singapore over the wknd my time
>
> By which time , will have most requested information such as revised
> schedule etc.

> Just wanted to update you that will send these information to you as soon
> as
> I made sense of everything and have it with me.
>
> The information should be with u sometime late ur wknd.
>
> We can then perhaps touch base late ur wknd or early Monday ur time.
>
> Thanks,
> Chandra
>
>
>
>
>
>
>
>
>
>
>
>

```
<?xml version="1.0" encoding="UTF-8"?>  
<!DOCTYPE plist PUBLIC "-//Apple//DTD PLIST 1.0//EN"  
"http://www.apple.com/DTDs/PropertyList-1.0.dtd">  
<plist version="1.0">  
<dict>  
<key>flags</key>  
<integer>8590195713</integer>  
<key>original-mailbox</key>  
  
<string>imap://editor%40techcrunch.com@imap.emailsrvr.com/INBOX/Folders/TechCrunch/crunchpad</string>  
<key>remote-id</key>  
<string>711</string>  
</dict>  
</plist>
```

From: <bk@duzzit.com>
To: Chandrasekar Rathakrishnan <chandra@fusiongarage.com>
CC Recipients: Heather Harde <heather@techcrunch.com>; Michael Arrington <editor@techcrunch.com>;
bk@duzzit.com <bk@duzzit.com>
Sent: 7/24/2009 12:33:19 PM
Subject: Re: Brian/Chandra

Chandra,

I am still awaiting feedback and closure on all but 1, 2, 5b, and 6d below sent on 7/09. The most important at the moment is 3, but we need to get these all closed. If you provide the details for 3 it will put me in a position to offload you more on the HW side and hopefully allow you to ease the schedule pressure on the SW side. I will follow up with an execution map that we can use to manage ourselves to more efficiently on a daily basis.

Thanks,
Brian

> Chandra, in advance of our call please forward as much of the following information in detail for review as possible. If it does not exist, please indicate so. If more time is needed, let's discuss each item during our call to map it out. Information needed is:

- >
- > 1. program budget - I believe you showed this to me on your computer in our 1st meeting.
- >
- > 2. program schedule with milestones - please indicate where we are at with respect to the schedule, milestones, and budget
- >
- > 3. complete list of all external partners being utilized to get the product out and what function they are performing for us - include contact names, emails, phone numbers
- >
- > 4. all contracts/agreements with all entities
- > a. I also need a high level synopsis of who owns what for product. For example, does CPI own the design or does Peg own it. I assume Peg owns it until we pay them. I need to drill down on this.
- >
- > 5. design/mfg materials
- > a. block diagram
- > b. Costed BOM - Indented showing vendor and PN information in addition to the cost info. Cost info should include individual component pricing, sub assy pricing, and a break down of all MFG costs to produce the finished product.
- > c. assembly dwg showing how unit is put together
- > d. packaging assy dwgs showing packout details including proposed palletization studies for both air and sea freight
- > e. complete list of all tooling requirements with costing for each
- >
- > 6. verification
- > a. DVT test plan - Timing, power, Battery life & charge, etc... b. thermal simulation modeling results
- > c. MTBF calculations
- > d. thermal test/verification plan & results
- > e. transportation test plan & results
- >
- > 7. distribution & support
- > a. what has been discussed plan of record for distribution of the initial 1K units.

> b. any discussion about plan beyond initial 1K units
>
> My goal is to get up to speed as quickly as possible without derailing
the
> schedule at all and end up with the most reliable product possible.
Also
> need to achieve a vision for cost down potential over time. I look
forward to working closely with you and the team.
>
> Best,
> Brian
>
>
>> Chandra, mobile is 408-420-1082. Please send me a text in advance of
> the
>> call. Looking forward to it.
>>> Mike, sure. I am in Sydney right now and flying to brisbane tmr to
meet
> some
>>> pple. Will be able to chat with Brian sometime in the early evening or so
>>> PST tmr.
>>> Am finalising hardware schedule but shld have a clear indication by
the
> time
>>> I chat with Brian tomorrow.
>>> Brian, Can u pass me your mobile number and I will call you sometime
around
>>> early evening PST tmr if that works for you as well. Pls let me know.
> Thanks.
>>> On Thu, Jul 9, 2009 at 2:28 PM, Michael Arrington
>>> <editor@techcrunch.com>wrote:
>>>> Chandra, I sent a message earlier that Brian has joined us. He is
digging
>>>> in starting now, and needs to chat with you asap this week. We're
meeting
>>>> with Marc Andreessen on Monday, so it's important we nail down a few
> things
>>>> around costs and schedule on hardware.
>
>
>
>
>

```
<?xml version="1.0" encoding="UTF-8"?>
<!DOCTYPE plist PUBLIC "-//Apple//DTD PLIST 1.0//EN"
"http://www.apple.com/DTDs/PropertyList-1.0.dtd">
<plist version="1.0">
<dict>
<key>flags</key>
<integer>8590195713</integer>
<key>original-mailbox</key>

<string>imap://editor%40techcrunch.com@imap.emailsrvr.com/INBOX/Folders/TechCrunch/crunchpad</string>
<key>remote-id</key>
<string>865</string>
</dict>
</plist>
```