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18 **UNITED STATES DISTRICT COURT**
 19 **NORTHERN DISTRICT OF CALIFORNIA**
 20 **SAN FRANCISCO DIVISION**

21 TECHCRUNCH, INC. (f/k/a INTERSERVE,
INC.), and CRUNCHPAD, INC.,

22 Plaintiffs,

23 vs.

24 FUSION GARAGE PTE. LTD.,

25 Defendant.

Case No. C 09-cv-5812 RS (PSG)

JOINT CASE MANAGEMENT STATEMENT

Case Management Conference Set for:

Date: March 31, 2011
 Time: 10:00 A.M.
 Place: Courtroom 3, 17th Floor

26
27 AND COUNTERCLAIM

1 Pursuant to the Court’s February 9, 2011 and March 10, 2011 orders—and in conformance
2 with Fed. R. Civ. P. 26(f), Local Civil Rule 16-9, and the Standing Order for All Judges of the
3 Northern District of California—the parties, TechCrunch, Inc., CrunchPad, Inc., and Fusion Garage
4 Pte. Ltd. now submit this Joint Case Management Statement.

5 **1. Jurisdiction and Service**

6 Plaintiffs’ Amended Complaint asserts claims for breach of fiduciary duty, fraud, and unfair
7 competition and Fusion Garage’s counterclaim seeks a declaratory judgment. The Court has original
8 jurisdiction over this action, including Fusion Garage’s counterclaim, under 28 U.S.C. §§ 1332,
9 1367, and 2201. The parties do not contest subject matter jurisdiction, personal jurisdiction, or
10 venue. No parties remain to be served.

11 **2. Facts**

12 **A. Plaintiffs’ Statement**

13 Starting in the fall of 2008, Defendant Fusion Garage Pte. Ltd. and Plaintiffs TechCrunch,
14 Inc. and CrunchPad, Inc. worked together to develop and market a low-cost, touch-screen, web-
15 browsing tablet computer called the CrunchPad. Plaintiffs conceived the CrunchPad device,
16 independently developed its original prototype, and contributed substantial intellectual and financial
17 resources at all stages of the product’s development and preparation for launch. In reliance on the
18 parties’ proclaimed joint venture, Plaintiffs eschewed working with others, invested over \$400,000,
19 fronted costs to Fusion Garage, and even brought Fusion Garage staff to its Silicon Valley offices to
20 move the project forward.

21 Fusion Garage led Plaintiffs to believe that they were collaborators working earnestly on a
22 common joint venture. This turned out to be false. At some point, and certainly by September 2009,
23 Fusion Garage secretly decided to “divorce” itself from Plaintiffs. On November 17, 2009,
24 seemingly “out of the blue,” as it claimed, Fusion Garage unilaterally cancelled the joint venture
25 between itself and Plaintiffs, announcing that it would exploit for its sole benefit the CrunchPad
26 business and all that the parties had done together, thus cutting Plaintiffs out of the project and its
27 rewards. Behind the scenes, Fusion Garage had secretly hired a public relations firm to orchestrate
28 the divorce, engaged alternative manufactures, and developed an alternate product name—JooJoo—

1 and registered thejoojoo.com. All the while, Fusion Garage told Plaintiffs that the joint project was
2 on schedule.

3 In a communication to its public relations firm, Fusion Garage acknowledged having “strung
4 along” Plaintiffs, confided that it was getting harder to “play along,” and predicted “a massive
5 blowup” upon Plaintiffs’ receipt of its November 17, 2009 cancellation email. Later, Fusion Garage
6 dismissed concerns of its public relations firm about legal action by explaining “everything [had]
7 been verbal” and nothing “shared via email etc.”

8 Fusion Garage and Plaintiffs were joint venturers. Fusion Garage breached its fiduciary duty
9 to Plaintiffs with malice, “stringing along” Plaintiffs with fraudulent promises and deceitful conduct
10 so it could usurp the CrunchPad business for itself. Plaintiffs bring this suit to seek redress for
11 Fusion Garage’s malicious misconduct. They seek substantial damages including a proportion of the
12 value of the joint venture when Fusion Garage usurped it.

13 **B. Fusion Garage’s Statement**

14 This lawsuit arises out of a failed merger and the attempt by two Michael Arrington-
15 controlled entities—one of which, CrunchPad, Inc., is a shell that has never done business, has no
16 assets and no capitalization—to salvage Arrington’s reputation after he found out that he was never
17 going to be able to deliver on his promise of a “dead simple web tablet for \$200.” Arrington is using
18 the façade of his alter-egos and this lawsuit to appropriate for himself the fruit of the time,
19 innovation, creativity, know-how and boldness that Fusion Garage and its personnel have shown and
20 put into its web tablet when Plaintiffs themselves did not want to take the risk.

21 Plaintiffs’ 24-page Amended Complaint contains misstatements and offers a false account of
22 the parties’ dealings with each other. As Plaintiffs have already been forced to admit in this case
23 under oath, both Plaintiffs and Fusion Garage recognized from the outset that the only possible way
24 Plaintiffs and Fusion Garage could work together would be through a merger of their corporate
25 entities: “The first meeting I [Michael Arrington] had with Chandra was, I believe, in – I believe in
26 October . . . At that meeting, we, Chandra and I, agreed that the only way to work together was a
27 merger of the entities.”

1 Fusion Garage developed its web tablet, the Joo Joo, on its own while Plaintiffs repeatedly
2 stated that the “CrunchPad” was dead and surreptitiously work to torpedo Fusion Garage’s relations
3 with its part suppliers and Fusion Garage’s own employees. In fact, Plaintiffs desired to “poach”
4 Fusion Garage’s employees and let Fusion Garage “die” as late as August 2009.

5 While Fusion Garage continued to negotiate with Plaintiffs and hold out hope that their own
6 fundraising efforts would improve so that the parties could eventually merge, Fusion Garage began
7 laying the groundwork to sell the its device on its own should the prospective merger with
8 CrunchPad, Inc. fail or never materialize. By mid-November 2009, it became clear to Fusion
9 Garage that the merger was not going to go forward. Plaintiffs’ fundraising efforts had failed
10 miserably and repeatedly, and they no longer wanted to take the great financial risk associated with
11 bringing the web tablet to market. Fusion Garage realized that its web tablet would never see the
12 light of day if Fusion Garage continued to wait to be merged with CrunchPad, Inc. After almost a
13 year of unfruitful merger negotiations, it was time for Fusion Garage to break off negotiations and
14 launch its device on its own.

15 In an effort to soften the blow and avoid confrontation, Fusion Garage wrote to Plaintiffs on
16 November 17 that Fusion Garage’s investors were unwilling to go through with the merger and that
17 he had no choice but to follow their directives. Plaintiffs attempt to distort Fusion Garage’s
18 communications during this time period fails to account for Plaintiffs’ history of using the
19 TechCrunch blog as a weapon against those whom Arrington dislikes or those who disagree with
20 him. For instance, when faced with a balky screen vendor for one of his early CrunchPad
21 prototypes, Arrington had expressed his frustration to his colleagues as follows: “fuck that, bulldoze
22 around this problem. find out who their investors are . . . i may just trash them on techcrunch.
23 dicks.” When Fusion Garage’s proposed part supplier refused to budge on the NRE charge,
24 Arrington had one of his associates tell Pegatron that he would drop a “hail storm of negative press”
25 on Pegatron and otherwise use the bad press against Pegatron as “negative guns”—and to put them
26 in his “cross-hairs”—if it did not capitulate to Arrington’s desires. Fusion Garage had no desire to
27 be likewise “trashed” on the widely-read TechCrunch blog simply for voicing its growing doubts
28 that the merger would go through or that Arrington’s fundraising efforts would improve.

1 Fusion Garage formally launched its device under the “JooJoo” brand two weeks later, on
2 December 7, 2009.

3 **3. Legal Issues**

4 The legal issues include, without limitation:

5 1. On Plaintiffs’ first claim for relief, whether Fusion Garage has breached its
6 fiduciary duty to Plaintiffs;

7 2. On Plaintiffs’ second claim for relief, whether Fusion Garage engaged in
8 fraud or deceit by making misrepresentations and false promises to Plaintiffs concerning the
9 CrunchPad project;

10 3. On Plaintiffs’ third claim for relief, whether Fusion Garage engaged in
11 unlawful, unfair, or fraudulent business practices under Cal. Bus. & Prof. C. §§ 17200.

12 4. On Defendant’s counterclaim, whether Plaintiffs and Counterclaim
13 Defendants own any aspect of the intellectual property related to Fusion Garage’s Joo Joo
14 device, including any copyrights, patents, trademarks, trade secrets, or applications related to
15 any copyrights, patents, or trademarks.

16 **4. Motions**

17 Prior and pending motions include:

18 Plaintiffs’ Motion for Expedited Discovery filed on December 28,2009 (Dkt. 11)	Granted in part and denied in part on January 7, 2010 (Dkt. 19)
19 Defendant’s Motion to Dismiss filed on January 28, 20 2010 (Dkt. 20)	Granted in part and denied in part on August 24, 2010 (Dkt. 162)
21 Defendant’s Motion for Protective Order filed on 22 February 5, 2010 (Dkt. 23)	Granted on April 9, 2010 (Dkt. 62)
23 Plaintiffs’ Motion for Preliminary Injunction filed 24 on February 22, 2010 (Dkt. 26)	Granted in part and denied in part on August 24, 2010 (Dkt. 162)
25 Plaintiff’s Motion to Shorten Time on Preliminary 26 Injunction Motion filed on February 22, 2010 (Dkt. 27 27)	Denied on March 9, 2010 (Dkt. 33).
28 Defendant’s Motion to Reset Preliminary Injunction Hearing to May 6, 2010 filed on March 30, 2010 (Dkt. 40)	Granted on April 1, 2010 (Dkt. 45)

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Defendant's Amended Motion to Reset the Preliminary Injunction Hearing to May 27, 2010 filed on April 1, 2010 (Dkt. 42)	Denied on April 1, 2010 (Dkt. 45)
Defendant's First Motion to Compel Documents filed on April 2, 2010 (Dkt. 47)	Granted in part and denied in part on April 9, 2010 (Dkt. 61)
Defendant's Motion to Shorten Time on Motion to Compel filed on April 2, 2010 (Dkt. 49)	Granted on April 6, 2010 (Dkt. 55)
Plaintiff's First Motion to Compel and to Enforce McGrath/Power Public Relations Subpoena filed on April 5, 2010 (Dkt. 53)	Granted on April 30, 2010 (Dkt. 90)
Plaintiff's Cross Motion to Shorten Time and Response to Defendant's Motion to Shorten Time filed on April 5, 2010 (Dkt. 54)	Granted in part and denied in part on April 7, 2010 (Dkt. 57)
Defendant's Motion to Unseal Document from Transcript of TechCrunch 30(B)(6) Deposition filed on April 23, 2010 (Dkt. 66)	Granted on May 27, 2010 (Dkt. 147)
Defendant's Motion to Seal filed on April 23, 2010 (Dkt. 69)	Granted on April 26, 2010 (Dkt. 74)
Defendant's Motion to Shorten Time on its Motion to Remove Confidentiality Designation filed on April 23, 2010 (Dkt. 70)	Order to Show Cause, finding as moot entered on April 28, 2010 (Dkt. 88) Order Dissolving April 28, 2010 Order to Show Cause entered on April 30, 2010 (Dkt. 100)
Defendant's Motion to Seal Document filed on April 26, 2010 (Dkt. 76)	Resolved by Stipulation filed on September 13, 2010 (Dkt. 166)
Plaintiff's Motion to Seal re Plaintiff's Opposition to Defendant's Motion to Dismiss filed on April 26, 2010 (Dkt. 82)	Resolved by Stipulation filed on September 13, 2010 (Dkt. 166)
Plaintiff's Motion to Seal re Reply in Support of Motion to Enforce Subpoena filed on April 26, 2010 (Dkt. 84)	Granted on April 27, 2010 (Dkt. 86)
Defendant's Renewed Motion for Protective Order filed on April 30, 2010 (Dkt. 93)	Granted in Part, Denied in Part on October 6, 2010 (Dkt. 184)
Defendant's Motion to Seal Document filed on April 30, 2010 (Dkt. 95)	Granted on April 30, 2010 (Dkt. 99)

1	Defendant's Motion to Strike Plaintiff's Extrinsic Speaking Evidence Submitted in Support of Their Opposition to Dismiss filed on May 3, 2010 (Dkt. 103)	Granted in part and denied in part on August 24, 2010 (Dkt. 162)
2		
3	Defendant's Motion to Seal Document filed on May 3, 2010 (Dkt. 104)	Resolved by Stipulation filed on September 13, 2010 (Dkt. 166)
4		
5	Plaintiff's Motion for Leave to File Excess Pages re Reply in Support of Preliminary Injunction Motion filed on May 3, 2010 (Dkt. 108)	Granted on May 6, 2010 (Dkt. 112)
6		
7	Plaintiff's Motion for Leave to File Supplemental Declarations in Further Support of Plaintiff's Motion for Preliminary Injunction filed on May 11, 2010 (Dkt. 117)	Granted on September 13, 2010 (Dkt. 165)
8		
9	Defendant's Motion to File Under Seal its Notice of Further Challenges to Confidentiality Designations from Transcript of TechCrunch 30(B)(6) Deposition filed on May 12, 2010 (Dkt. 124)	Granted on May 18, 2010 (Dkt. 140)
10		
11	Plaintiff's Motion to File Under Seal re Plaintiff's Motion to Compel De-Designation of Documents filed on May 13, 2010 (Dkt. 132)	Granted on December 27, 2010 (Dkt. 193)
12		
13	Defendant's Motion to File Under Seal filed on June 3, 2010 (Dkt. 153)	Granted on December 22, 2010 (Dkt. 192)
14		
15	Plaintiff's Motion to Compel Withheld Information and Documents filed on September 7, 2010 (Dkt. 164)	Granted in Part, Denied in Part on October 6, 2010 (Dkt. 184)
16		
17	Defendant's Motion to Dismiss Amended Complaint filed on September 27, 2010 (Dkt. 181)	Denied on February 9, 2011 (Dkt. 194)
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19		

20 The parties anticipate filing further dispositive motions.

21 Plaintiffs may seek the Court's aid in conducting foreign discovery.

22 **5. Amendment of Pleadings**

23 The parties do not presently foresee amending the pleadings.

24 **6. Evidence Preservation**

25 Each party represents that it has instituted reasonable document retention procedures so as to
 26 maintain any relevant documents, electronic or otherwise, or any other relevant electronically
 27 recorded material, until this dispute is resolved.

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7. Disclosures

The parties exchanged initial disclosures in March 2010.

8. Discovery

A. Status of Discovery

On January 7, 2010, the Court granted Plaintiffs’ motion for expedited discovery.

The parties have exchanged initial disclosures.

To date, Plaintiffs have served one set of interrogatories, and five sets of requests for production of documents. Plaintiffs have also served subpoenas upon third parties PayPal, Inc., McGrath Power, and Fusion Garage, Inc. Plaintiffs have deposed Fusion Garage CEO Chandra Rathakrishnan. Plaintiffs have produced over 26,000 pages of documents in response to Defendant’s document requests. Additional third-party discovery and most of the deposition planning in the case awaited the Court’s recent ruling denying Fusion Garage’s motion to dismiss.

Fusion Garage, has also served interrogatories, requests for production, and third party subpoenas. It has deposed Plaintiffs’ Rule 30(b)(6) designee, Michael Arrington, as well as Heather Harde and Brian Kindle. Fusion Garage anticipates several more depositions of third party witnesses, including without limitation Nik Cubrilovic, Louis Monier, Keith Teare, and Ron Conway.

The Court has not yet held any scheduling conference in this case and there are currently no case-specific limits on discovery or a discovery cutoff.

B. Scope of Anticipated Discovery

Plaintiffs anticipate that further discovery will need to include, at a minimum, obtaining documents and depositions from Fusion Garage’s foreign investors, depositions of Fusion Garage personnel, a supplemental production of relevant documents, and discovery related to damages.

Topics of discovery include, without limitation:

- o The relationship between Plaintiffs and Fusion Garage and the circumstances concerning their falling out;
- o Fusion Garage’s plans for its collaboration with Plaintiffs, including communications with others on that subject;

- 1 ○ Fusion Garage’s plans for ending its collaboration with Plaintiffs, including
- 2 communications with others on that subject;
- 3 ○ Contradictions between statements Fusion Garage made to Plaintiffs and
- 4 statements it made to others, including its actual and prospective investors;
- 5 ○ Contradictions between statements Fusion Garage made to Plaintiffs and facts
- 6 (including intent) that Fusion Garage knew or had reason to be aware of;
- 7 ○ Fusion Garage’s plans for development of the CrunchPad and the Joo Joo;
- 8 ○ The relationship of the Joo Joo to the CrunchPad, including the relationship
- 9 between the respective heritages, conceptions, designs, developments, marketing
- 10 or marketing plans, production or production plans, and sales or sales plans of
- 11 those devices;
- 12 ○ Fusion Garage’s current business activities and product development, and their
- 13 relationship to the CrunchPad project;
- 14 ○ Fusion Garage’s work related to the CrunchPad and Joo Joo, including its
- 15 interactions with third parties;
- 16 ○ Fusion Garage’s business and marketing plans for the CrunchPad and Joo Joo
- 17 ○ Fusion Garage’s sources of investment, representations and agreements respecting
- 18 investment, and valuation, up to the time Fusion Garage usurped the CrunchPad
- 19 joint venture;
- 20 ○ Fusion Garage’s revenues, costs and expenses, profits, cash flow, and transfers of
- 21 funds and other assets;
- 22 ○ Fusion Garage’s relationship to other companies with respect to the CrunchPad,
- 23 the Joo Joo, and any other work or projects related to the CrunchPad or the Joo
- 24 Joo;
- 25 ○ Fusion Garage’s breach of fiduciary duty, fraud, and unfair competition.

26 Fusion Garage states that Plaintiffs’ proposed discovery into current and/or future product
27 offerings, suppliers, and investors is irrelevant to any claim or defense raised in the Amended
28

1 Complaint or Fusion Garage's counterclaims for past products, conduct and/or damages. The only
2 topics of discovery should include:

- 3 o Fusion Garage's design, development, manufacture, sales, and marketing of the
4 Joo Joo;
- 5 o Plaintiffs' involvement, or lack thereof, in the design, development, manufacture,
6 sales, and marketing of the Joo Joo;
- 7 o Whether the parties' relationship was a failed merger versus a joint venture;
- 8 o Whether Fusion engaged in fraud or unfair business practices; and
- 9 o If liability is found, whether Plaintiffs' suffered damages.

10 **C. Limitations or Modifications of the Discovery Rules**

11 The parties do not propose any modifications to the default discovery rules.

12 **D. Discovery Plan Pursuant to Fed. R. Civ. P. 26(f).**

13 *(A) what changes should be made in the timing, form, or requirement for*
14 *disclosures under Rule 26(a), including a statement of when initial disclosures*
 were made or will be made;

15 The parties made initial disclosures in March 2010.

16 *(B) the subjects on which discovery may be needed, when discovery should be*
17 *completed, and whether discovery should be conducted in phases or be limited*
 to or focused on particular issues;

18 For the subjects of discovery, see Part 8.B above. For proposed discovery deadlines, see Part
19 17 below. The parties do not believe discovery should be phased, except that the parties agree that
20 expert discovery should follow fact discovery as set forth in the schedule in Part 17 below.

21 *(C) any issues about disclosure or discovery of electronically stored*
22 *information, including the form or forms in which it should be produced;*

23 The parties have been collecting and producing electronically stored information in discovery
24 and have been producing TIFF images with Concordance load files that contain extracted text and
25 selected metadata. The parties agree that this format of production is workable.

26 *(D) any issues about claims of privilege or of protection as trial-preparation*
27 *materials, including — if the parties agree on a procedure to assert these*
28 *claims after production — whether to ask the court to include their agreement*
 in an order;

1 The parties agree that inadvertent production of privilege material should not constitute a
2 waiver in this litigation or for any other purpose, and that a party that learns of its inadvertent
3 production of privileged material may request return and destruction of that material. The recipient
4 of this material will comply with the request to return or destroy the material, but that does not affect
5 the recipient's right to challenge the privilege claim in court. The parties did not include this type of
6 clawback provision in their Stipulated Protective Order of March 11, 2010, but will ask the Court to
7 enter an order to that effect shortly.

8 *(E) what changes should be made in the limitations on discovery imposed*
9 *under these rules or by local rule, and what other limitations should be*
10 *imposed; and*

11 None. See Part 8.C above.

12 *(F) any other orders that the court should issue under Rule 26(c) or under*
13 *Rule 16(b) and (c).*

14 None.

15 **9. Class Actions**

16 This is not a class action.

17 **10. Related Cases**

18 The parties are not aware of any related cases.

19 **11. Relief**

20 At this time Plaintiffs do not have a complete calculation of damages to which they may be
21 entitled. Plaintiffs' calculation of damages is in part dependent upon information to be obtained
22 from discovery during the course of this action and through consultation with experts. But Plaintiffs
23 are aware of at least the following damages:

24 TechCrunch is entitled to damages including:

25 (a) 65% of the value of the parties' CrunchPad joint venture at the time that Fusion
26 Garage terminated the venture, which corresponds to the valuation of Fusion Garage
27 at the time (given that Fusion Garage was then entirely devoted to the joint venture),
28 which Mr. Rathakrishnan has estimated at \$40 to \$50 million;

(b) the amount of money, approximately \$400,000, that TechCrunch spent in
furtherance of the parties' CrunchPad project;

- 1 (c) 65% of profits related to the sale of Fusion Garage's tablet computer;
2 (d) punitive damages, in an amount that a jury will determine, based on Fusion
3 Garage's malicious and fraudulent conduct alleged in this case;
4 (e) the lost value of other opportunities missed because of collaboration with Fusion
5 Garage;
6 (f) the value of Fusion Garage's unjust enrichment; and
7 (g) the value of the benefits Fusion Garage received from TechCrunch in conjunction
8 with the CrunchPad project and in conjunction with the JooJoo;

9 CrunchPad, Inc. is entitled to damages encompassed under (b) through (f) above.

10 Fusion Garage seeks the dismissal of Plaintiffs' Amended Complaint, a declaration that
11 Plaintiffs do not own any aspect of the intellectual property related to Fusion Garage's web tablet,
12 and any other such relief the Court deems appropriate.

13 **12. Settlement and ADR**

14 The parties have initiated settlement discussions and discussed the categories of interests that
15 a potential settlement must address. The parties have not yet participated in ADR.

16 In Plaintiffs' view, further discovery related to Fusion Garage's financial status, its
17 valuations, and its profits would provide them with information that could assist in determining the
18 appropriate monetary component of an eventual settlement.

19 Fusion Garage states that Plaintiffs currently have information related to Fusion Garage's
20 revenues and profits in connection with the Joo Joo and that ADR should proceed before a private
21 mediator.

22 **13. Consent to Magistrate Judge For All Purposes**

23 The parties do not consent to a magistrate for all further proceedings. This case was
24 previously before Magistrate Judge Spiro. Plaintiffs filed a declination to proceed before a
25 magistrate, after which the clerk assigned this case to Judge Ware. The Court then transferred this
26 case to Judge Seeborg.

27 **14. Other References**

1 This case is not suitable for reference to binding arbitration, a special master, or the Judicial
2 Panel on Multidistrict Litigation.

3 **15. Narrowing of Issues**

4 The parties are not presently in a position to address whether it is feasible or desirable to
5 bifurcate issues for trial, or whether it is possible to reduce the length of trial by stipulation, use of
6 summaries, or other expedited means of presenting issues. The parties do expect to narrow the
7 issues for trial by dispositive motions.

8 **16. Expedited Schedule**

9 The parties believe the issues in this case are not unusually complex, but given the need for
10 foreign discovery, the case may require additional time.

11 **17. Scheduling**

12 The parties propose the following schedule:

<i>Pretrial or Trial Event</i>	<i>Proposal</i>
Exchange Initial Disclosures	Done March 2010
Fact Discovery Closes	September 16, 2011
Disclose Affirmative Experts & Exchange Reports	October 14, 2011
Last Date to Hear Dispositive Motions	November 3, 2011
Disclose Rebuttal Experts & Exchange Reports	November 14, 2011
Expert Discovery Closes	December 9, 2011
Final Pretrial Conference	January 12, 2012
Trial	February __, 2012 (per the Court's calendar)

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20 **18. Trial**

21 Plaintiffs and Defendant requested a jury trial on all claims.

22 The parties expect trial to last eight court days.

23 **19. Disclosure of Non-party Interested Entities or Persons**

24 On March 1, 2010, Plaintiffs filed the following statement: "Pursuant to Civil L.R. 3-16, the
25 undersigned certifies that as of this date, other than the named parties, there is no such interest to
26 report." On October 14, 2011, TechCrunch, Inc. amended its statement to reflect its acquisition by
27 AOL Inc.
28

1 Fusion Garage identifies the following persons, associations of persons, firms, partnerships,
2 corporations (including parent corporations) or other entities (i) have a financial interest in the
3 subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in
4 that subject matter or in a party that could be substantially affected by the outcome of this
5 proceeding: Robert Tan Kah Boon, CSL Group, Dr. Bruce Lee, Raffles Technology, Stamford, and
6 Purple Ray.

7 **20. Other Matters to Facilitate Just, Speedy and Inexpensive Disposition**

8 The parties have no other matters to raise with the Court at this time.

9 Dated: March 24, 2011

WINSTON & STRAWN LLP

11 By: /s/ Matthew A. Scherb
12 Andrew P. Bridges
13 David S. Bloch
14 Matthew A. Scherb

15 Attorneys for Plaintiffs
16 TECHCRUNCH, INC. and
17 CRUNCHPAD, INC.

16 Dated: March 24, 2011

QUINN EMANUEL URQUHART &
SULLIVAN LLP

18 By: /s/ Thomas R. Watson
19 Claude M. Stern
20 Evette C. Pennypacker
21 Thomas R. Watson

22 Attorneys for Defendant
23 FUSION GARAGE PTE. LTD.

23 **CONCURRENCE IN FILING**

24 Thomas R. Watson has consented to the filing of this pleading and gave me consent to
25 electronically sign it on his behalf.

26 Dated: March 24, 2011

/s/ Matthew A. Scherb
Matthew A. Scherb