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EXHIBIT 1**



SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

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Nov-12-2010 3:36 pm

Case Number: CGC-10-505374

Filing Date: Nov-12-2010 3:32

Juke Box: 001 Image: 03031529

COMPLAINT

ANIS, AN INDIVIDUAL, ON BEHALF OF 20 L VS. INTERSERVE, INC. DBA TECHCRUNCH

001C03031529

Instructions:

Please place this sheet on top of the document to be scanned.

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT: INTERSERVE, INC. d/b/a
(AVISO AL DEMANDADO): TECHCRUNCH, a Delaware
corporation**

**YOU ARE BEING SUED BY PLAINTIFF: JASON CALACANIS, an
(LO ESTÁ DEMANDANDO EL DEMANDANTE): individual, on
behalf of 20, LLC, a California limited liability
company**

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
San Francisco Superior Court

CASE NUMBER: 10-505374
(Número de Caso):

400 McAllister Street
San Francisco, CA 94102

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Frank A. Cialone, Esq. (SBN 172816) (415) 421-6500 (415) 421-2922
Erick C. Howard, Esq. (SBN 214107)
Shartsis Friese LLP

One Maritime Plaza, 18th Floor, San Francisco, CA 94111

DATE: NOV 12 2010
(Fecha) **CLERK OF THE COURT** Clerk, by D. STEPPER Deputy (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

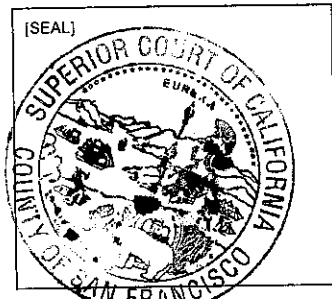
NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

- under: CCP 416.10 (corporation) CCP 416.60 (minor)
- CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
- CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
- other (specify):

4. by personal delivery on (date):



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SUPERIOR COURT
COUNTY OF SAN FRANCISCO

2010 NOV 12 PM 3:40

CLERK OF THE COURT

BY: DEPUTY CLERK
D. STEPPE

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address):
Frank A. Cialone, Esq. (SBN 172816)
Erick C. Howard, Esq. (SBN 214107)
Shartsis Friese LLP
One Maritime Plaza, 18th Floor
San Francisco, CA 94111
TELEPHONE NO.: (415) 421-6500 FAX NO.: (415) 421-2922

ATTORNEY FOR (Name): Plaintiff
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco
STREET ADDRESS:
MAILING ADDRESS: 400 McAllister Street
CITY AND ZIP CODE: San Francisco, CA 94102
BRANCH NAME: Civic Center Courthouse

CASE NAME: Jason Calacanis, individually and on behalf of 20, LLC v. Interserve, Inc. d/b/a Techcrunch

CASE NUMBER: CGC-10-505374
JUDGE:
DEPT:

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)
Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input checked="" type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)	Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. Large number of separately represented parties d. Large number of witnesses
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Two: Breach of Fiduciary Duty and Constructive Fraud
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
Date: November 12, 2010
Erick C. Howard, Esq. (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

SHARTSIS FRIESE LLP
ONE MARITIME PLAZA
EIGHTEENTH FLOOR
SAN FRANCISCO, CA 94111

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SHARTSIS FRIESE LLP
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Email: fcialone@sflaw.com; ehoward@sflaw.com

Attorneys for Plaintiff
JASON CALACANIS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

JASON CALACANIS, an individual, on
behalf of 20, LLC, a California limited
liability company,

Plaintiff,

v.

INTERSERVE, INC. d/b/a
TECHCRUNCH, a Delaware corporation,
and DOES 1-10,

Defendants.

RECEIVED
FILED
SUPERIOR COURT
COUNTY OF SAN FRANCISCO

2010 NOV 12 PM 3:33

CLERK OF THE COURT
CASE MANAGEMENT CONFERENCE SET
DEPUTY CLERK

D. STEPPE

APR 15 2011 9:00 AM

DEPARTMENT 212

CGC-10-505374
Case No.

COMPLAINT FOR BREACH OF
FIDUCIARY DUTY AND
CONSTRUCTIVE FRAUD

1 Plaintiff Jason Calacanis ("Plaintiff" or "Calacanis"), on behalf of 20, LLC, complains
2 against Defendant Interserve, Inc. d/b/a Techcrunch ("Defendant" or "Techcrunch") and hereby
3 alleges as follows:

4 **I. INTRODUCTION**

5 1. Calacanis brings this action in connection with the claims of 20, LLC for damages
6 it has suffered due to the misconduct of Defendant. Calacanis and Defendant were both members
7 of 20, LLC, an entity they formed to conduct conferences to showcase technology industry
8 related start-up companies. 20, LLC was very successful and its conferences became well-known
9 and highly acclaimed for their innovative approach to showcasing start-up companies. In its three
10 years of operation, 20, LLC generated millions of dollars in revenue for itself and its members.
11 However, in late 2009, Defendant advised Calacanis that it desired to terminate the venture.
12 Unbeknownst to Calacanis and 20, LLC, Defendant sought to dissolve 20, LLC so Defendant
13 could enter into a deal whereby AOL, Inc. ("AOL") would acquire Defendant, including valuable
14 intellectual property assets belonging to 20, LLC. Defendant concealed its dealings with AOL
15 from 20, LLC and Calacanis, and shortly after entering into an agreement with Calacanis to
16 dissolve 20, LLC, agreed to sell Defendant to AOL in a deal reportedly worth as much as \$60
17 million. Defendant breached its fiduciary duty owed to 20, LLC by, among other things,
18 concealing its dealings with AOL from 20, LLC and selling the intellectual property of 20, LLC
19 to AOL without 20, LLC's knowledge or consent.

20 **II. PARTIES**

21 1. Plaintiff is a co-founder of 20, LLC, and until its dissolution, its managing
22 member. Plaintiff had a fifty percent (50%) interest in 20, LLC.

23 2. Defendant Interserve, Inc. d/b/a Techcrunch is and at all times herein mention, was
24 a corporation duly organized and existing under the laws of the State of Delaware, and has its
25 principal place of business in San Francisco, California. Techcrunch is an influential internet
26 blog that primarily reports on internet start-up companies and technology related news.
27 Techcrunch was founded by J. Michael Arrington ("Arrington").

28 3. Plaintiff is ignorant of the true names and capacities of the other defendants sued

1 herein as DOES 1 through 10, inclusive, and, therefore, sues these defendants by such fictitious
2 names pursuant to California Code of Civil Procedure Section 474. Plaintiff will seek leave to
3 amend this complaint to allege the true names and capacities of such DOES 1 through 10,
4 inclusive, when ascertained. All references herein to the named Defendant or defendants, or any
5 of them, include the defendants named herein as Does.

6 **III. JURISDICTION AND VENUE**

7 4. Jurisdiction and venue are proper in this Court because Defendant's principal place
8 of business is in San Francisco County.

9 **IV. GENERAL ALLEGATIONS**

10 5. Calacanis is a successful entrepreneur who has founded several technology-related
11 businesses and industry publications. Calacanis also has significant experience conducting
12 industry-related conferences, having held at least 40 conferences and industry events in the last 15
13 years, many of which have earned millions of dollars in revenue.

14 6. On or about December 15, 2006, Calacanis approached his friend, Arrington,
15 regarding the idea of conducting conferences to showcase promising new internet start-up
16 companies to potential investors. Instead of permitting start-up companies to participate only if
17 they could pay a substantial fee, as was the usual practice, Calacanis proposed that start-ups be
18 chosen to participate based on their merit, regardless of their ability to pay a fee. Calacanis
19 believed that basing conference participation on merit would enlarge the number of start-ups
20 showcased and provide greater value to conference sponsors.

21 7. Initially Arrington expressed some reluctance because, as he advised, he had little
22 to no experience in conducting large scale conferences. Arrington agreed to participate if
23 Calacanis would agree to contribute his experience and know-how to the endeavor. Calacanis
24 and Arrington agreed to use a limited liability company through which Calacanis and Arrington's
25 company, Techcrunch, would conduct their conference-related activities together.

26 8. On or about March 1, 2007, Calacanis and Techcrunch entered into an Operating
27 Agreement for 20, LLC (the "Operating Agreement"). Among other things, the Operating
28 Agreement provided that Calacanis and Techcrunch had a 50% membership interest in 20, LLC,

1 and that Calacanis would serve as its manager. The Operating Agreement also provided that the
2 members would not directly or indirectly engage or participate in any business activities directly
3 competitive with any aspect of 20, LLC's business.

4 9. Calacanis devoted significant time and effort to 20, LLC's business and
5 developing its assets, including but not limited to, the format of the conferences, the methods
6 used to evaluate start-up companies for participation, customer lists, sponsorship information and
7 relationships, best practices around conference economics, sales techniques, marketing
8 techniques, and pricing structures.

9 10. 20, LLC conducted its first conference, titled "Techcrunch40" in September 2007.
10 Techcrunch40 was highly successful, with 40 participating start-up companies and sponsorships
11 from a number of well-known, high profile technology-related companies. Techcrunch40
12 generated significant revenue for 20, LLC and received wide acclaim from its participants,
13 sponsors and the media. 20, LLC conducted its second conference, titled "Techcrunch50" in
14 September 2008. Techcrunch50 was even more successful than Techcrunch40, with 50
15 participating start-up companies, more high profile sponsorships and generated more revenue.

16 11. 20, LLC conducted its third conference, again titled "Techcrunch50" in September
17 2009 ("Techcrunch50 '09"). Techcrunch50 '09 also featured 50 participating start-ups and high
18 profile sponsors. As with the previous conferences, Techcrunch50 '09 generated significant
19 revenues and garnered wide acclaim from the participants, sponsors and the media.

20 12. On or about November 11, 2009, Arrington advised Calacanis that Techcrunch did
21 not intend to continue with the 20, LLC venture, but would continue to conduct conferences on its
22 own. Arrington said that Techcrunch would not convert Calacanis' share of 20, LLC into equity,
23 and invited Calacanis to sue if he disagreed. Calacanis, familiar with Arrington's sometimes
24 volatile nature, did not believe Techcrunch actually intended to pull out of the venture and take
25 20, LLC's intellectual property without appropriate compensation. This was confirmed by the
26 fact that Techcrunch made no attempt to immediately wind down the business.

27 13. On or about February 3, 2010, Arrington emailed Calacanis stating that
28 Techcrunch planned to conduct a spring event that Arrington wanted Calacanis to be aware of

1 ahead of time, but gave no further details. Calacanis attempted on several occasions to contact
2 Arrington regarding planning for the next Techcrunch50 conference that would take place later in
3 the year. Arrington did not return Calacanis' messages until February 21, 2010, when he advised
4 Calacanis by email that Techcrunch did not wish to continue the relationship and that they should
5 wind down the business.

6 14. On March 1, 2010, Techcrunch announced it would conduct a conference in May
7 2010 titled "Techcrunch Disrupt," which like the 20, LLC conferences would showcase start-up
8 companies and base participation on merit rather than the ability to pay a fee. In fact, Techcrunch
9 Disrupt used all of the major features developed by and for the three highly successful 20, LLC
10 conferences, including the requirements and evaluation methods necessary for participation, the
11 format, the speakers, and the sponsors. Techcrunch failed to advise Calacanis and 20, LLC prior
12 to March 1, 2010 that Techcrunch intended to conduct its own conference using the 20, LLC
13 model.

14 15. Calacanis is informed and believes and on that basis alleges that prior to
15 Techcrunch's announcement of the Techcrunch Disrupt conference, Techcrunch was either
16 preparing to have, or already in talks with AOL to have AOL acquire Techcrunch. Calacanis is
17 informed and believes and on that basis alleges that as part of the proposed acquisition,
18 Techcrunch planned to offer, or had offered, the valuable asset of 20, LLC's intellectual property,
19 and therefore desired to terminate 20, LLC in a manner that would allow it to continue to use that
20 intellectual property after 20, LLC's dissolution. Techcrunch concealed the extent of its dealings
21 with AOL from Calacanis and 20, LLC.

22 16. Between March and April 2010, Techcrunch convinced Calacanis that they should
23 terminate their business relationship. In doing so, Techcrunch failed to advise Calacanis of its
24 plans with AOL or Techcrunch's intent to offer 20, LLC's intellectual property as part of a
25 transaction with AOL. On or about April 13, 2010, Calacanis and Techcrunch entered into an
26 agreement (to which 20, LLC is not, and never was intended to be, a party) providing for mutual
27 releases by Calacanis and Techcrunch as against one another, and authorizing Techcrunch to use
28 any and all intellectual property of 20, LLC after its dissolution, without liability. Calacanis and

1 Techcrunch likewise executed a mutual consent to dissolve 20, LLC on April 13, 2010 and filed
2 cancellation papers with the Secretary of State on May 5, 2010. Techcrunch, through its
3 concealment and misrepresentations, thereby obtained the means by which to use 20, LLC's
4 intellectual property in connection with its May 2010 Techcrunch Disrupt conference, and include
5 such intellectual property in the AOL acquisition without compensation to 20, LLC.

6 17. In and around September 2010, Techcrunch announced that it had been acquired
7 by AOL. Calacanis is informed and believes on that basis alleges that the acquisition deal is
8 worth between \$35 million to \$60 million.

9 **FIRST CAUSE OF ACTION**
10 **(Derivative Claim For Breach of Fiduciary Duty)**

11 18. Calacanis incorporates all the allegations of Paragraphs 1 through 14 set forth
12 above, and realleges them in this Cause of Action.

13 19. As a member of 20, LLC, Techcrunch had a fiduciary duty to 20, LLC to, among
14 other things, act fairly, honestly, in good faith, and disclose any and all information that could
15 potentially impact 20, LLC. Techcrunch's fiduciary duty to 20, LLC is further evidenced by
16 Techcrunch's obligation pursuant to the Operating Agreement to avoid engaging or participating
17 in any business directly competitive with the business of 20, LLC.

18 20. As set forth above, Techcrunch has grossly violated its fiduciary duties to 20, LLC
19 by, among other things, concealing Techcrunch's plans and dealings with AOL from Calacanis
20 and 20, LLC, terminating the 20, LLC venture in order to abscond with 20, LLC's assets,
21 obtaining authorization to use 20, LLC's assets under false pretenses, and selling such assets to
22 AOL without 20, LLC's knowledge or consent.

23 21. As a proximate result of Techcrunch's breaches of fiduciary duty 20, LLC has
24 been injured in its business and property and has suffered damages in an amount according to
25 proof, plus interest at the legal rate.

26 **SECOND CAUSE OF ACTION**
27 **(Derivative Claim For Constructive Fraud)**

28 22. Calacanis incorporates all the allegations of Paragraphs 1 through 18 set forth

1 above, and realleges them in this Cause of Action.

2 23. As a member of 20, LLC, Techcrunch had a fiduciary duty to 20, LLC to, among
3 other things, act fairly, honestly, in good faith, and disclose any and all information that could
4 potentially impact 20, LLC. As a result of Techcrunch's membership, 20, LLC reposed its trust
5 and confidence in Techcrunch and a confidential relationship existed at all time mentioned herein
6 between Techcrunch and 20, LLC.

7 24. Despite Techcrunch having voluntarily accepted the trust and confidence reposed
8 in it by 20, LLC, and in violation of this relationship of trust and confidence, Techcrunch abused
9 the trust and confidence of 20, LLC by engaging in the conduct alleged herein, including by
10 failing to inform 20, LLC of the true facts regarding the reason Techcrunch sought to end the
11 venture with Calacanis, obtaining an authorization to use 20, LLC's intellectual property under
12 false pretenses, and selling 20, LLC's assets to AOL without its knowledge or consent.

13 25. Techcrunch, as a member of 20, LLC, knew or should have known that the
14 information it possessed concerning its reasons for terminating the venture, its dealings with
15 AOL, and its plan to sell 20, LLC's intellectual property to AOL were material to 20, LLC.

16 26. At the time Techcrunch intentionally failed to disclose the material facts as
17 alleged, 20, LLC and Calacanis were ignorant of the true facts and the failure of Techcrunch to
18 disclose all material facts.

19 27. 20, LLC actually and justifiably relied to its detriment on Techcrunch's
20 representations of material fact and was fraudulently induced to accept the winding down of the
21 venture and Techcrunch's use of its intellectual property after dissolution. Had 20, LLC known
22 the actual facts, 20, LLC would not have accepted Techcrunch's scheme to use the intellectual
23 property for itself, and sell 20, LLC's intellectual property to AOL without proper compensation.

24 28. As a direct and proximate result of Techcrunch's non-disclosure of material facts,
25 20, LLC has been injured in its business and property and has suffered damages in an amount
26 according to proof, plus interest at the legal rate.

27 **PRAYER FOR RELIEF**

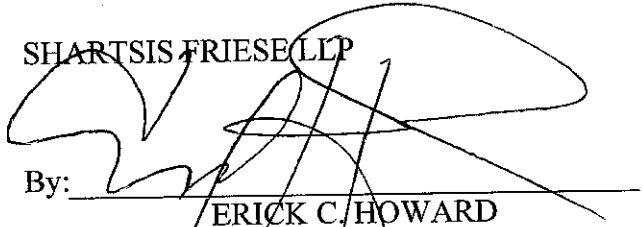
28 Wherefore, Plaintiff, on behalf of 20, LLC, prays for relief as follows:

SHARTSIS FRIESE LLP
ONE MARITIME PLAZA
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SAN FRANCISCO, CA 94111

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1. For compensatory damages in a sum according to proof at trial, together with interest thereon at the legal rate;
2. For exemplary and punitive damages where permitted by law;
3. For attorneys fees and costs of suit.
4. For such other relief as may be deemed proper and necessary by the Court.

DATED: November 12, 2010

SHARTSIS FRIESE LLP

By: _____
ERICK C. HOWARD
Attorneys for Plaintiff
JASON CALACANIS

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