

SOHN EXHIBIT 1

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December 21, 2010

Matthew Scherb, Esq.
Winston & Strawn LLP
101 California Street
San Francisco, CA 94111

Re: *TechCrunch, Inc. et al. v. Fusion Garage PTE. Ltd.*, No. 09-5812: Summary of Meet-and-Confer

Dear Matt:

I write to memorialize the telephonic meet-and-confer that we had this morning.

Regarding Request Nos. 97-100, 102, and 103 from Fusion Garage's Third Set of Requests from Production – which involve the alleged partnership and litigation between TechCrunch and Jason Calacanis – you stated that Plaintiffs are unwilling to produce documents responsive to these requests. Plaintiffs' position is that TechCrunch's course of dealing with Mr. Calacanis is not relevant to proving the terms of its alleged relationship with Fusion Garage. As set forth in Tom Watson's letter of December 1, 2010, Fusion Garage disagrees. Rather, Fusion Garage believes that TechCrunch's custom and practice with alleged "partners" such as Mr. Calacanis is relevant to determining whether TechCrunch intended to form, or in fact formed, a partnership or joint venture with Fusion Garage. Thus, the parties are at an impasse about whether Plaintiffs must produce documents in response to Request Nos. 97-100, 102, and 103.

Request No. 93 seeks all documents and communications relating to AOL's acquisition of TechCrunch. In response to your position that this request is overly broad and unduly burdensome, I inquired whether Plaintiffs would at least agree to produce all final, signed agreements relating to AOL's acquisition of TechCrunch, so that we could determine whether AOL can or must be joined as a party under the Federal Rules. You stated that you would liaise with your client and let us know whether Plaintiffs agree to produce this narrower subset of documents.

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Regarding Request Nos. 94-96, 101, and 104 – for which Plaintiffs have already agreed to produce documents – I asked whether Plaintiffs could provide a date certain by which these documents will be produced. You stated that you could not currently provide such a date but will liaise with your client and then get back to me with a date certain for the production of these documents.

With respect to the confidentiality designations from the depositions of Heather Harde and Brian Kindle, you stated that Plaintiffs will de-designate all deposition material with the exception of the testimony and exhibits that discuss Plaintiffs' relationship with Flextronics. You stated that Plaintiffs have a contractual duty to keep their relationship with Flextronics confidential. However, you stated that you are willing to de-designate this Flextronics material if you receive Flextronics' permission to do so. Thus, you will liaise with your client to seek its permission for you to contact Flextronics directly about de-designating the aforementioned information from the Harde and Kindle depositions.

You agreed that you would get back to us by January 7, 2011 regarding: (a) a date certain when Plaintiffs will produce documents in response to Request Nos. 94-96, 101, and 104; (b) whether Plaintiffs agree to produce the aforementioned agreements between TechCrunch and AOL; and (c) whether you will seek Flextronics' consent to de-designate the remaining material from the Harde and Kindle depositions.

Please let me know if any of the statements in this letter are inconsistent with your recollection of the meet-and-confer. Otherwise, have a great holiday season, and I look forward to hearing from you on or before January 7.

Very truly yours,

Joshua L. Sohn

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