

EXHIBIT A

Michael Arrington
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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
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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.)

Deposition of MICHAEL ARRINGTON, taken
on behalf of Defendant at Quinn,
Emanuel, Urquhart, Oliver & Hedges,
LLP, 555 Twin Dolphin Drive, Suite
560, Redwood Shores, California 94065,
beginning at 10:08 a.m. and ending at
7:15 p.m., on Tuesday, April 20, 2010,
before Jay W. Harbidge, CSR No. 4090.

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1 were CrunchPad, TechCrunch and Fusion Garage; is
2 that correct?

3 A. Yeah. It might have been more informal,
4 or me and Chandra, for example, but yes.

5 Q. Well, was the agreement between Michael
6 Arrington individually and Chandra Rathakrishnan
7 individually or was it between --

8 A. No.

9 Q. I'm sorry?

10 A. No.

11 Q. It wasn't an individual agreement
12 between individuals, correct?

13 A. Correct.

14 Q. It was an agreement between entities,
15 and those were CrunchPad and TechCrunch on the one
16 hand and Fusion Garage on the other; is that
17 correct?

18 A. Yes.

19 Q. Okay. So this was not an agreement only
20 between CrunchPad and Fusion Garage, correct?

21 A. Correct.

22 Q. Okay. And can you tell me the date that
23 the parties reached this agreement?

24 MR. BRIDGES: Objection, vague and
25 ambiguous, may call for a legal conclusion.

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1 **THE WITNESS:** The first meeting I had
2 with Chandra was, I believe, in -- I believe in
3 October, although there's some email evidence to
4 nail the date down. At that meeting, we, Chandra
5 and I, agreed that the only way to work together was
6 a merger of the entities.

7 In particular, I was concerned -- excuse
8 me -- I was concerned that -- Fusion Garage had a
9 different product that they were in the middle of
10 creating and that our partner needed to be
11 completely focused on the CrunchPad project. And he
12 agreed that that was a concern.

13 And so at that meeting we agreed that we
14 needed to combine these entities to make sure that
15 we were all working towards one goal and the same
16 goal. That arrangement, that agreement, never
17 changed until November of 2009.

18 BY MR. STERN:

19 Q. Okay. Move to strike. That was not my
20 question.

21 My question was, the specific agreement
22 referred to in the last sentence of paragraph 31 on
23 page 6 where, again, you say that the parties
24 agreed, quote, "that each would bear its own losses
25 of time, energy and money if the project was not

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1 successful, and to share the profits if it was,"
2 close quote, when was that agreement reached? And
3 I'm looking for a date.

4 MR. BRIDGES: Objection, vague and
5 ambiguous, asked and answered.

6 THE WITNESS: The problem was that
7 Fusion Garage had a messy cap table, and that was
8 the primary reason why we didn't combine the
9 companies, the assets, right from the start.

10 In the meantime, while Chandra was
11 working to clean up his cap table, we had a general
12 working relationship where he would continue to pay
13 in particular payroll for the Fusion Garage
14 employees and many of the expenses that went to
15 third parties. We would cover some of them in
16 particular when they needed the money.

17 That was an ongoing relationship that we
18 operated under the entire time while working towards
19 merging the entities.

20 BY MR. STERN:

21 Q. Okay. But my question was -- again,
22 moving to strike what you just said, my question
23 was -- I'm looking for a date -- can you tell me the
24 date that you and anybody on behalf of Fusion Garage
25 reached an agreement where each of the parties,

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1 same number that two months later, if you look at
2 Exhibit 8, Exhibit 8 --

3 A. Yes.

4 Q. -- if you look at the cap table for
5 Exhibit 8, it talks about \$2 million being invested.

6 Do you see that?

7 A. Yes.

8 Q. Are you with me on that?

9 A. Yes.

10 Q. And it's also on October 26th, Exhibit
11 11.

12 A. Yes.

13 Q. Do you have it there?

14 A. Probably.

15 Q. Yes. Exhibit 11, if you look at the cap
16 table, it also talks about raising \$2 million,
17 right?

18 A. Yes.

19 Q. So I've showed you three pieces of paper
20 that span from June 2009 to November of 2009. All
21 those pieces of paper show it raising capital of \$2
22 million, right?

23 A. Yes.

24 Q. So I just want to make sure. It was
25 your understanding repeatedly to these various

1 different documents and communications with all
2 sorts of different people that \$2 million was the
3 amount of cash that you needed to -- and I want to
4 use your language -- to be able to do production of
5 the CrunchPad device up to 1,000 units. Is that
6 what you said?

7 MR. BRIDGES: Objection, misstates
8 testimony.

9 THE WITNESS: \$2 million seemed to be
10 roughly the amount needed to get to the point where
11 we could start producing CrunchPads.

12 BY MR. STERN:

13 Q. Okay, all right. Now, you testified
14 that you understand that my client has raised how
15 much money?

16 A. This is based on what I'm reading in the
17 press.

18 Q. Yes.

19 A. That he said he had raised a couple of
20 million dollars.

21 Q. Did you also read in the press that in
22 addition to the couple of million dollars he's
23 already raised, there's also additional funding
24 that's coming in?

25 A. I read something about him saying there

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1 was a substantial amount of funding coming at some
2 point this year.

3 Q. Can you please tell me what facts you're
4 aware of that suggest that with a couple million
5 dollars, my client, Fusion Garage, can't do what you
6 believed CrunchPad could do between June and
7 November of 2009, namely, bring to market a web
8 tablet?

9 MR. BRIDGES: Objection, vague and
10 ambiguous, assumes facts not in evidence.

11 THE WITNESS: There were a number of
12 factors involved in us getting the CrunchPad to
13 market. A key relationship was going to be Best
14 Buy. Getting a device through FCC clearance,
15 getting the tooling done, getting the basic stuff
16 made, that's going to cost a certain amount of
17 money. We estimated that at \$1.1 and \$1.2 million,
18 something like that.

19 Actually getting devices product is
20 expensive. You're looking at a BOM, a bill of
21 materials, of \$300, around there. You also need to
22 think about shipping costs. And you also need to
23 think about cash flow. When we talked to Best Buy,
24 we were talking about placing orders of thousands of
25 units at a time. That simply puts the company out

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1 Q. In general, no. So let me just make
2 sure we're clear about this. Can you tell me -- I
3 keep asking, but can you identify -- well, let me
4 change the question.

5 Please identify every contribution that
6 someone from TechCrunch or CrunchPad but not Fusion
7 Garage made to the hardware/software design or other
8 aspects of the CrunchPad.

9 MR. BRIDGES: Objection, it's asked and
10 answered earlier today, compound, vague and
11 ambiguous.

12 BY MR. STERN:

13 Q. You testified about some things this
14 morning. The high-level things.

15 A. It's virtually impossible to answer the
16 question because it was a collaborative process. We
17 were all working together.

18 Q. And that's the best you can give me; is
19 that fair?

20 MR. BRIDGES: Objection, the question
21 earlier was asked and answered. It's now -- we're
22 now six hours into the deposition. He's answering
23 questions you've asked him before. I'm going to
24 object on the grounds of argumentative, vague and
25 ambiguous.

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1 BY MR. STERN:

2 Q. You can answer the question. Is that
3 the best you can give me, that it's virtually
4 impossible to answer it?

5 A. That's my answer, yes.

6 Q. Okay. Can you tell me what
7 contributions anyone from TechCrunch or CrunchPad
8 but not Fusion Garage made to the source code that
9 existed at any point in time for either the
10 CrunchPad or the JooJoo?

11 MR. BRIDGES: Objection, compound, lacks
12 foundation with respect to the JooJoo, vague and
13 ambiguous, and also to a certain extent asked and
14 answered.

15 But go ahead.

16 THE WITNESS: One part of that I can
17 answer directly easily is the first prototype of the
18 CrunchPad was designed entirely by Nik on the
19 software side -- hardware with a little bit of help.
20 But, you know, that was the -- I believe a mostly
21 commercial installation of Linux with some
22 customizing. That was entirely, though, Nik.

23 I believe with prototype B where Louis
24 was involved as well, that's when we moved to mostly
25 Fusion Garage software. At that point they were

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1 taking over. The actual coding was done by Fusion
2 Garage employees.

3 BY MR. STERN:

4 Q. Can you tell me any architectural
5 feature of the JooJoo software product that was
6 contributed by anybody associated with TechCrunch or
7 CrunchPad but not Fusion Garage?

8 MR. BRIDGES: Objection, vague and
9 ambiguous, lacks foundation.

10 THE WITNESS: I'm not sure what you mean
11 by "architectural." Do you mean design? Do you
12 mean --

13 BY MR. STERN:

14 Q. Yes, yes.

15 A. Again, I point back to my original post
16 which talked about booting immediately to the
17 browser. But things like single buttons; camera
18 facing the front. When you turn the device, it
19 flips the aspect, so you can turn it this way, turn
20 it that way and see differently. The fact that when
21 you're outside of typing a URL or something else,
22 you don't see the chrome of the browser was
23 something earlier on that we had together agreed was
24 a really good idea.

25 There are examples like that, again, we

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1 MR. BRIDGES: Objection, asked and
2 answered, argumentative, vague and ambiguous.

3 THE WITNESS: It never occurred to me,
4 which in hindsight, I wish it had. It would have
5 complicated the situation. You can imagine that
6 we're working towards a merger and we think we're
7 good to go on the merger. If you start talking
8 about some other agreement that you're signing and
9 entering into which requires possibly shareholder
10 approval, etcetera, it's just common: "Why are we
11 doing this? I though we were working on a merger."

12 I always thought that a merger was just
13 around the corner and we were going to get it done;
14 I really did -- I really did. I always thought it
15 was just around the corner. So no, I didn't.

16 MR. BRIDGES: Let's take a break.

17 MR. STERN: That's fine.

18 THE VIDEOGRAPHER: We are off the record
19 at 5:59 p.m.

20 (Brief recess.)

21 THE VIDEOGRAPHER: We're back on the
22 record at 6:17 p.m.

23 BY MR. STERN:

24 Q. Can you please tell me everything you
25 know about loans that have been extended by third

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1 parties to Fusion Garage.

2 A. At a high level, I know about Chandra
3 talking about constantly raising small amounts of
4 money mostly to make payroll and some vendor third-
5 party costs. It's limited to what I know is
6 basically in the emails, and that's really all I
7 know about it.

8 Q. Do you know anything else other than
9 what you just told me? Is there any other
10 information you have about the details of loans that
11 have been made to Fusion Garage?

12 A. Offhand, no. I would have to refer back
13 to the emails. In general, it was just there were a
14 lot of people that had loaned money, according to
15 Chandra, and, you know, some of them were happy
16 converting, some of them weren't, so they needed to
17 be paid back. So our request was that he just get
18 it cleaned up.

19 Q. Do you know what the status of those
20 loans are today?

21 A. No.

22 Q. Do you know many of the loans are
23 outstanding?

24 A. I don't know.

25 Q. Do you know how many of the loans have

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1 MR. BRIDGES: Objection. That's
2 entirely hypothetical, speculative, assumes facts
3 not in evidence, calls for a legal conclusion.

4 THE WITNESS: Yes, I don't know the
5 answer to that because I don't know much about the
6 JooJoo. But I wish that were the case.

7 BY MR. STERN:

8 Q. You wish that it was the case that you
9 would be responsible for a patent infringement claim
10 that was received by my client; is that right?

11 A. I wish it was the case that we were a
12 single team working on the project trying to change
13 the world as we originally talked about and worked
14 on for almost a year, yes, and that means sharing
15 the good times and the bad.

16 Q. So just so that we're clear, it's your
17 understanding that under the partnership arrangement
18 you had with my client, you would also be liable for
19 patent infringement; is that correct?

20 MR. BRIDGES: Objection, calls for
21 speculation, it's hypothetical, speculative, assumes
22 facts not in evidence, vague and ambiguous,
23 argumentative.

24 THE WITNESS: That's a big stretch. Our
25 assumption would be that we merged the entities by

EXHIBIT B

From: 'Heather Harde' <heather@techcrunch.com>
To: Chandrasekar Rathakrishnan <chandra@fusiongarage.com>
CC: Michael Arrington <editor@techcrunch.com>
Sent: 12/18/2008 12:09:24 AM
Attachments: FG_LOI_121708.doc
Subject: LOI

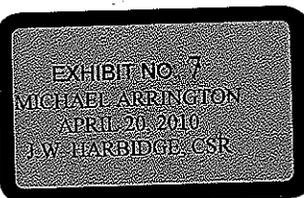
Chandra,

Thanks so much for your patience this past week. Your family has been in my thoughts.

Attached for your review is our letter of intent to acquire Fusion Garage. Please take the necessary time to review our proposal and let us know when you're ready to schedule a follow-up conversation. We remain extremely enthusiastic about combining forces to create a revolutionary new product for mass distribution, and we look forward to moving the discussion forward at an aggressive pace. Best regards,

Heather

310.871.4351 cell / heather@techcrunch.com



Confidential

FG00001044

December 17, 2008.

Fusion Garage
120 Lower Delta Road
#01-16 Cendex Building
Singapore 169208
Attn: Chandrasekar Rathakrishnan, Founder & Chief Executive Officer

Dear Chandra:

This letter (this "Letter of Intent") will confirm the mutual intentions of CrunchPad Inc. ("Purchaser") and Fusion Garage ("Target") regarding the acquisition by Purchaser of the outstanding shares of Target. It is understood that this Letter of Intent is intended to set forth the fundamentals of the proposed transaction, but that certain aspects of such transaction may be revised and new issues presented upon further investigation.

1. **Form of Transaction.** Purchaser proposes to acquire all of the business assets and liabilities of Target by acquiring all of the outstanding shares of capital stock of Target. The transaction would be structured as a direct purchase by Purchaser from the stockholders of Target ("Selling Stockholders") *provided that*, in the event that Purchaser, in its sole discretion, determines that the transaction would be more efficiently effected by a merger or an asset sale, Purchaser shall have the right to re-structure the transaction as a merger or an asset sale.

2. **Consideration.** In consideration of all the outstanding shares of capital stock (including approximately 115,000 options for shares that have yet to be granted to current employees and contractors through the Closing Date) of Target, Purchaser proposes to pay the Selling Stockholders an aggregate purchase price equal to eight (8%) percent of CrunchPad Inc. common stock and to assume the cash balance and up to S\$260,000 (Singapore dollars) in third-party indebtedness of Target (the "Purchase Price"). The portion of the purchase price paid to investors of Target shall be vested in full. The portion of the Purchase price paid to the founder and employees of Target shall be subject to vesting as set forth in section 4 of this letter below. The Purchase Price shall be payable by Purchaser on the closing date to be agreed upon by the parties (the "Closing Date.") The Purchase Price is based upon preliminary due diligence conducted by Purchaser on Target and its business and is subject to adjustment downward, to the extent reasonably agreed upon by Purchaser and Target, in the event that (a) issues discovered in the course of Purchaser's due diligence effort lead to a materially lower valuation of Target's business than the valuation determined based upon Purchaser's due diligence prior to the date hereof, or (b) there is a material adverse change in Target's business, assets, financial condition or prospects following the date hereof (or occurring prior to the date hereof but not disclosed to Purchaser as of the date hereof) (a "Material Adverse Change") or (c) the indebtedness or cash balance of Target changes by more than the historic three-month average burn rate of Target. Purchaser will make good-faith efforts to repay a S\$160,000 (Singapore dollars) third-party loan of Target upon the closing a round of financing in excess of \$1 million.

3. **Definitive Agreement.** The terms and conditions governing the acquisition are, subject to the proviso in Section 1 of this Letter of Intent, to be contained in a stock purchase agreement (the "Stock Purchase Agreement") that shall be subject, in all respects, to the approval of both parties and their respective professional and financial advisors. The Stock Purchase Agreement shall include, among others, the following terms and conditions:

(a) Customary representations and warranties made by parties to a stock purchase transaction, including without limitation a representation that Target owns all intellectual property necessary or desirable to develop, manufacture, market and sell its products and services and customary investment representations by the Selling Stockholders;

(b) Customary conditions to be satisfied before the parties are obligated to close the transaction, including without limitation (i) the approval of the transaction by the boards of directors of both Purchaser and Target; (ii) the approval of the transaction by the stockholders of Target as provided by law; (iii) receipt of all approvals, authorizations and clearances needed from any governmental or regulatory authority or any other person required for consummation of the transaction; (iv) completion of a due diligence investigation of Target by Purchaser and its advisors, to Purchaser's sole satisfaction; (v) delivery of appropriate legal opinions from counsel to Target; (vi) the absence of injunctions and similar restraints; (vii) the accuracy of representations and warranties and performance of covenants; (viii) there shall not have occurred a Material Adverse Change; (ix) each of the warrants, options and other rights to ownership interest or profit participation in Target shall be cancelled or waived, other than the shares of Target being purchased by Purchaser; and (x) the execution of the employment agreements and non-compete agreements referenced herein.

4. **Key Employees.** The option grants extended to employees and consultants of Target will be subject to four-year vesting with a one-year initial cliff. Chandrasekar Rathakrishnan will be offered a role as VP Software & Co-Founder and will report initially to Louis Monier, the Chief Product Officer. Employees and contractors of Target will report to Rathakrishnan. Operating and reporting responsibilities will be subject to change to reflect the ongoing businesses needs of Purchaser.

5. **Due Diligence.** As soon as practicable after execution of this Letter of Intent, Purchaser, its agents and employees shall be permitted to make a full and complete due diligence review of Target's business and affairs. Target shall cooperate fully with such review, including providing access to its premises and making available all of Target's documents, employees and agents necessary for Purchaser's due diligence review.

6. **Indemnification; Setoff.** Target and the Selling Stockholders shall indemnify Purchaser for any loss, liability or claim, and all costs thereof, incurred in respect of (a) any breach by Target of its representations, warranties or covenants; (b) any failure of Target to perform any of its obligations under the Stock Purchase Agreement; and (c) any claims brought by employees or consultants of Target who were or are terminated prior to the Closing Date. Purchaser shall be entitled to set off any and all amounts under a promissory note to satisfy claims for breaches of representations, warranties and covenants and/or for payment of any other

amounts owed hereunder for a period of twenty four (24) months following the Closing Date, subject to certain agreed upon exceptions.

7. **No-Shop Provision.** In consideration of the mutual covenants set forth herein and the willingness of Purchaser to continue its due diligence and consideration of the proposed transaction, Target and the stockholders of Target party hereto agree that, from the date of this letter until the close of business on 60 days from the date hereof (the "No-Shop Period"), they will negotiate a sale of Target exclusively with Purchaser and that neither Target nor any director, officer, employee, stockholder, representative or agent of Target or its subsidiaries (collectively, "representatives") will, directly or indirectly, solicit, initiate, entertain or encourage any proposals or offers from any third party relating to any merger or consolidation of Target or its subsidiaries, the dissolution of Target or its subsidiaries or the acquisition of all or a material portion of Target's or any of its subsidiaries' capital stock or assets or any similar transaction, or participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, any such transaction. Upon execution of this Letter of Intent, Target shall, and shall cause its representatives to, terminate all discussions and negotiations with all third parties relating to any such transaction.

8. **Confidentiality; Public Announcements.** Neither party shall, without the prior written consent of the other party, disclose to any third party the existence of this Letter of Intent, the identity of Purchaser or Target or the transactions contemplated by this Letter of Intent.

9. **Expenses.** Each party shall be responsible for its own legal, accounting and other fees and expenses related to the transactions contemplated by this Letter of Intent. Each party shall indemnify and hold harmless the other party from any claim for broker's or finder's fees arising from the transactions contemplated by this Letter of Intent by any person claiming to have been engaged by such party.

10. **Termination of Letter of Intent.** The parties will negotiate in good faith to enter into the Stock Purchase Agreement on or before 60 days from the date hereof. Following the 60 day period, the parties intend this exclusivity provision to continue in full force and effect until such time as either party determines that the parties, after negotiating in good faith, are unable to reach agreement on all material business terms and accordingly wish to terminate this agreement. If the parties fail to enter into the Stock Purchase Agreement on or before such date, the understandings contained in this Letter of Intent shall terminate and be of no further force or effect, except for paragraphs 9, 10 to 12, which shall survive any termination of this Letter of Intent.

11. **Governing Law.** This Letter of Intent shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of laws provisions thereof.

12. **Binding Effect.** Except for the provisions of paragraphs 5, 7 to 15, inclusive, each of which shall be deemed to be an agreement and binding upon the parties, it is understood that this Letter of Intent does not constitute nor give rise to any legally binding commitment.

13. **Assignability.** None of the rights of either party hereunder may be assigned, nor may any of the obligations of either party hereunder be delegated, without the prior written consent of the other party; *provided, however,* that Purchaser may assign its rights or delegate its obligations hereunder to any of its affiliates without the prior written consent of Target. This Letter of Intent shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties hereto to the same extent that it is binding on the parties hereto.

14. **Amendment; Waiver.** No amendment, modification or discharge of this Letter of Intent, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought. No delay or failure at any time on the part of either party in exercising any right, power or privilege under this Letter of Intent, or in enforcing any provision of this Letter of Intent, shall impair any such right, power or privilege, or be construed as a waiver of such provision, or be construed as a waiver of any default or as any acquiescence therein, or shall affect the right of such party thereafter to enforce each and every provision of this Letter of Intent in accordance with its terms.

15. **Counterparts.** This Letter of Intent may be executed in one or more counterparts, each of which when so executed and delivered will be deemed an original but all of which will constitute one and the same agreement.

Please indicate your acceptance and approval of the foregoing statement of our mutual intentions, which intentions are subject in all respects to the execution and delivery of the Stock Purchase Agreement (except for the provisions of paragraphs 5, 7 to 15, inclusive, which shall be binding on both parties).

Sincerely,

CrunchPad Inc.

By: _____
Name: J. Michael Arrington
Title: CEO

Accepted and Approved
as of the date first above written:

Fusion Garage

By: _____
Name: Chandrasekar Rathakrishnan
Title: CEO

EXHIBIT C

From: 'Chandrasekar Rathakrishnan' <chandra@fusiongarage.com>
To: Louis Monier <louis.monier@gmail.com>
Sent: 11/13/2008 8:21:53 PM
Subject: Re: Trip

hi louis,

i appreciate your transparency and follow-ups. Tech crunch was the primary agenda for the trip. Given developments, i can push back on the rest of the meetings as well and make my trip in early Dec instead.

I agree that the business discussions and options should be discussed prior via call to move things along and to facilitate closure. Who do you think I should be having those conversations with ? Heather/Mike/yourself or a combination of all 3 of you ?

We can progress product discussions as well via skype next week.

On another note just for my information, which stage is the funding process currently at and how close is it to finalization ? The information will help in my own planning :)

Cheers,
c

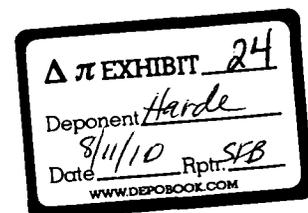
On Fri, Nov 14, 2008 at 10:23 AM, Louis Monier <louis.monier@gmail.com> wrote:
Chandra, to re-iterate what Heather and Mike said. **We can't formalize something with you (as in signed papers) until we close the round of funding.** The pressure is on to make it happen now, and Mike and I have to fly to finalize some of the funding things next week (but we don't have dates yet). So, if you plan to come to the Bay Area only to talk to us, you should delay by (hopefully) a couple of weeks (Thanksgiving...). I suggest having all the business discussions ahead of time by phone. Ditto for product discussions, we could make progress next week with a few Skype sessions.

As Heather said, none of this is due to a lack of interest, on the contrary, I want you guys to be part of this, but we need to make things happen in the right order.

Call me if you have any question.

Cheers,
--

--Louis



CONFIDENTIAL

FG0021636

EXHIBIT D

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

--o0o--

INTERSERVE, INC., dba)
TECHCRUNCH, a Delaware)
corporation, and CRUNCHPAD,)
INC., a Delaware)
corporation,)
)
Plaintiffs,)
)
vs.) No. C 09-cv-5812 RS
) (PVT)
FUSION GARAGE PTE. LTD., a)
Singapore company,)
)
Defendants.)
_____)

VIDEOTAPED DEPOSITION OF
CHANDRASEKAR RATHAKRISHNAN

Thursday, April 22, 2010

CONFIDENTIAL portions bound separately: Pages 44-49, 94-105,
110-158, and 281-334

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY portions bound
separately: Pages 50-56, 65-66, 106-109, and 159-258

REPORTED BY: DEBRA ALLUSTIARTI CSR 10929 JOB 427851

17:22:33 1 (Nonconfidential testimony resumed.)

17:22:35 2 MR. BRIDGES: Q. What was the next step
17:22:41 3 of the due diligence process?

17:22:45 4 A. So this led up to end February 2009, and
17:22:47 5 during which time, I'd got no response back for the
17:22:54 6 counteroffer that we had for the letter of intent
17:22:57 7 that they provided; except for suggesting that they
17:23:00 8 were reviewing it, and they would revert soon.

17:23:03 9 MR. DOOLITTLE: They would what soon?

17:23:08 10 THE WITNESS: They would revert soon;
17:23:12 11 something to that effect.

17:23:14 12 MR. BRIDGES: Q. What was the next step
17:23:19 13 of the due diligence process?

17:23:23 14 A. There wasn't a next step because Louis
17:23:27 15 Monier suggested that raising money for this would
17:23:28 16 be difficult and the project had no legs to
17:23:31 17 continue.

17:23:32 18 Q. You say there was no next step in the
17:23:34 19 due diligence process?

17:23:39 20 A. At that point in time. Because they
17:23:41 21 came back and said that they were not -- that they
17:23:45 22 were not able to raise the money required for the
17:23:48 23 project, and in his opinion, the project had no
24 legs to continue. He specifically said this after
25 a meeting with Google Ventures.

17:23:58 1 MR. DOOLITTLE: Can I just ask you to
17:24:01 2 clarify? Do you mean there was no more due
17:24:03 3 diligence in this early 2009 time frame?
17:24:04 4 THE WITNESS: There was a date ended in
17:24:05 5 February.
17:24:07 6 MR. BRIDGES: Actually, I -- I
17:24:11 7 understand, but I think I need to let you ask
17:24:16 8 questions when I'm through.
17:24:17 9 Q. So when did Louis Monier make this
17:24:38 10 suggestion you just referred to?
17:24:42 11 A. Somewhere late February 2009.
17:24:45 12 Q. In what context did he say that?
17:24:47 13 A. Don't understand.
17:24:47 14 Q. Did he say it to you directly?
17:24:48 15 A. Yes.
17:24:53 16 Q. Where?
17:24:54 17 A. Via an e-mail first and then through a
17:24:58 18 phone call.
17:25:01 19 Q. Was anybody else included in the e-mail?
17:25:03 20 A. Not that I remember.
17:25:03 21 Q. Was anybody else on the phone call?
17:25:12 22 A. No.
17:25:15 23 Q. What was your reaction to his statement?
24 A. I thought the prototype that was created
25 by them did not quite live up to expectation.

17:25:24 1 Q. In what respects?

17:25:25 2 A. There's no way the product could be
17:25:28 3 commercialized.

17:25:34 4 Q. Why not?

17:25:43 5 A. It was a product put together by
17:25:45 6 off-shelf parts, and one that did not reflect
17:25:46 7 consumer device, whether in design or in function.

17:25:48 8 MR. BRIDGES: I'm sorry. Can you repeat
17:26:22 9 his answer for me?

17:26:26 10 (Record read.)

17:26:29 11 MR. BRIDGES: Q. What were the
17:26:34 12 customer's desired requirements in design or
17:26:35 13 function that prototype -- that the prototype did
17:26:37 14 not reflect?

17:26:39 15 MR. DOOLITTLE: Calls for speculation.

17:26:43 16 THE WITNESS: And to clarify what I
17:26:45 17 meant was, it did not reflect a consumer product.

17:26:47 18 MR. BRIDGES: Q. And this was
17:26:48 19 Mr. Monier's opinion?

17:26:49 20 MR. DOOLITTLE: Objection, misstates
17:26:50 21 testimony.

17:26:52 22 THE WITNESS: This was my opinion.

17:26:57 23 MR. BRIDGES: Q. This was your opinion.
24 So please tell me how -- by the way, which
25 prototype were you referring to at that time?

EXHIBIT E

 Watch TechCrunch Disrupt Live! »

About Those New CrunchPad Pictures

Michael Arrington

Apr 10, 2009

A little background for those of you who haven't heard of the CrunchPad: [This is the post](#) that kicked off the project. I wanted something I couldn't buy, and found people who said it could be built for a lot less than I imagined. The goal – a very thin and light touch screen computer, sans physical keyboard, that has no hard drive and boots directly to a browser to surf the web. The operating system exists solely to handle the hardware drivers and run the browser and associated applications. That's it.

The key uses: Internet consumption. The virtual keyboard will make data entry a pain other than for entering credentials, quick searches and maybe light emails. This machine isn't for data entry. But it is for reading emails and the news, watching videos on Hulu, YouTube, etc., listening to streaming music on MySpace Music and imeem, and doing video chat via tokbox. The hardware would consist of netbook appropriate chipsets (Intel Atom or Via Nano), at least a 12 inch screen, a camera for photos and video, speakers and a microphone. Add a single USB port, power in and sound out, and you're done. If you want more features, this ain't for you.

Price? it can be built for less than \$250, including packaging. Add in fixed costs and other stuff you have to deal with (like returns), and you can sell it for \$300 and probably not go out of business. Physical design is important, and the software is the key to winning.

We stumbled through an [initial prototype](#) that barely booted, but we finished it in a month. [Prototype B](#) was much more impressive and usable. That effort was led by [Louis Monier](#), with software developed by Singapore-based [Fusion Garage](#) and industrial design work by by David Yarnell and Greg Lalier from [Dynaccept](#).

Anyway, we've continued to tinker with the project, which is referred to as Mike's Science Project internally (or, "that thing"). But we certainly aren't ready to talk about anything more at this point. But we did meet with Fusion Garage again today to test out the most recent prototype (B.5?). This is a significant step forward from Prototype B because the software stack is now entirely customized. The last version had a full install of Ubuntu Linux with a custom Webkit browser. This version has a bottom-up linux operating system and a new version of the browser. We also switched from Via to the Intel Atom chip. The total software footprint is around 100 MB total, which is a solid achievement. Also, this time the ID and hardware work was driven by Fusion Garage out of Singapore.

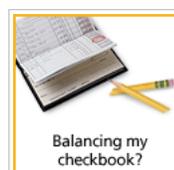
In fact, all the credit should go to Fusion Garage. But frankly we weren't planning on talking about it at all, it just isn't the right time yet. But, to make a long story short, someone accidentally published some photos we took to the web, they were seen and [shortly were everywhere](#) (see [lots lots lots lots lots more](#)). Even our own [CrunchGear couldn't resist](#).

Ok, so now that what's done is done, where do things stand? Well, I'm not ready to say yet. But one thing I've learned about hardware in the last year is that you need partners to actually make things happen, [and the credit for what we saw today goes entirely to the Fusion Garage team](#). Those guys are rock stars.

Here's are pictures of the various prototypes in chronological order if you're interested. The first was our initial conceptual drawing.



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TechCrunch Disrupt LIVE Webcast, Day One (TCTV)

The List Of Startups Launching At TechCrunch Disrupt

The Panel That Was Definitely, Maybe Not About AngelGate

Windows Live Outsources Blogging, Migrating 30 Million Users To WordPress.com

AngelGate: Chris Sacca Responds To Ron Conway

Bing Gordon: "Zynga Is Four Disruptions In One"

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EXHIBIT F

From: Michael Arrington
Sent: Friday, August 14, 2009 12:42 PM
To: Heather Harde
Subject: Re: tech crunch connection

crunchpad is dead.

On Aug 14, 2009, at 12:36 PM, Heather Harde wrote:

> Frances. Would love to meet and give you an update on the CrunchPad.
> Please let me know your availability for next week and will see if
> Michael Arrington can join as well. Are you available to meet in Palo
> Alto (we're at 255 Lytton Ave.) Thank you,
> Heather
> [REDACTED] heather@techcrunch.com

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

> From: Frances Cairns [mailto:frances@thecairngroup.com]
> Sent: Friday, August 14, 2009 12:15 PM
> To: Heather Harde
> Cc: Dave Morin
> Subject: Re: tech crunch connection

> Thank you Dave!

> Hi Heather, Nice to meet you virtually! Disney is a client of mine
> and they are interested in knowing more about the crunch pad. I work
> with the publishing division and they would like to explore a possible
> partnership regarding their content. Let me know if you have time to
> meet in the next week or so and I could provide an overview of their
> content and demo their new product. Frances

> Frances Cairns
> CEO The Cairn Group

> On Aug 14, 2009, at 9:42 AM, Dave Morin wrote:

>> Frances,
>> Please meet the CEO of TechCrunch, Heather Harde. She is absolutely
>> wonderful.
>> Heather,
>> Frances is also wonderful and gave me my first job in Silicon Valley
>> at Apple. She now does neat things with content and the publishers of
>> the world and getting them to think differently about the future.
>> She's brilliant and a visionary.
>> Hope you guys can connect.

>> Dave

>> On 8/14/09, Frances Cairns <frances@thecairngroup.com> wrote:
>>> Hi Dave--- My client Disney is launching a new digital product and
>>> they want to talk to the guys at tech crunch who are launching their
>>> reader product. Do you have any contacts at a high enough level
>>> that
>>> I could get a segue? F

>>>
>> --
>> ---
>> <http://davemorin.com>

EXHIBIT G

From: 'Chandrasekar Rathakrishnan' <chandra@fusiongarage.com>
To: Michael Arrington <editor@techcrunch.com>
Sent: 8/3/2009 7:10:48 AM
Subject: Re:

Mike,

Am available to chat on the phone today pst. Will 530 pm PST work for you ? else, will make myself available at 5 pm. pls let me know.

I sincerely hope that you do not shut the project down. I did not expect the ST article to have such reach within US. again, i am sorry for what happened.

am too far down the road to make a U-turn right now on this project. if you do want to move forward and shut project down, then I have a proposal which could hopefully lead to a

compromise.

let's chat later and figure. thanks, chandra.

On Mon, Aug 3, 2009 at 4:08 PM, Michael Arrington <editor@techcrunch.com> wrote:
we need to talk on the phone tomorrow afternoon PST time. I plan to shut the project down. I want to discuss the post before it goes live, and how we are unwinding the relationship.

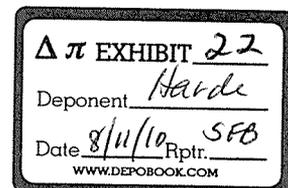
Are you free at 4 or 5 pm Calif time?

Mike

EXHIBIT H

From: Michael Arrington
Sent: Wednesday, October 22, 2008 03:32 PM
To: Steve Pearman
CC: Heather Harde
Subject: hawaii!
Attachments: FG_CrunchPad.pdf; confidential- status of crunchpad oct 08.ppt

I hear you are here at the conference. See attached status update (see powerpoint first). let's discuss in person.



CrunchPad Update

October 2008

confidential

Current BOM

- Current bill of materials estimates per unit costs (all in) of around \$292. We believe we can reduce this by \$50.
- See associated BOM.

Software Status

- In addition to internal team, we're working with a Singapore startup that has developed a kick ass working prototype - linux kernel, webkit based browser.
 - 10 second boot time to browser
 - 24 MB software footprint
- We will either acquire the startup (or hire the team), or outsource and own IP.

Additions To Team

- In addition to Heather Harde and Michael Arrington, we have two full time, senior assets:

Louis Monier is best known as the founder, CTO, product guru and spokesperson for AltaVista. Launched in 1995 AltaVista was the first truly modern Internet search engine. Louis was born and educated in France where he got his Ph.D. in 1980. He then spent the early part of his career doing research at Carnegie-Mellon University, XEROX P.A.R.C. and Digital Western Research Laboratory, working mostly on early VLSI design and CAD tools. After AltaVista he was CTO and VP of engineering for BigVine, a Kleiner-Perkins backed start up in the barter space. He then rebuilt the search back-end of eBay, providing users with real-time updates while saving literally billions of dollars in operating costs. Louis then spent two years at Google, building a widely-used internal search engine, and recently served as VP of Products for Cuiil.



Kahmin Teh- Prior to this role, Kahmin Teh was Product Marketing Director at Daedalus Systems, LLC, a company he co-founded with other veteran Silicon Valley professionals. He specializes in systems integration of engineering solutions, and providing OEM turnkey systems in support of product launch and customer enablement. Kahmin brings with him almost 20 years of experience in the high technology industry with over 16 years in processor and networking companies such as AMD and AMCC. He had held various engineering, marketing and management positions including responsibilities for multi-location and cross-functional teams. Kahmin has a BSEE from Southern Illinois University and completed his MSEE coursework at the University of California at Davis.



EXHIBIT I

From: Michael Arrington
Sent: Tuesday, December 09, 2008 10:29 AM
To: Heather Harde; louis monier
Subject: new OS for netbooks

<http://www.techcrunch.com/2008/12/09/netvibes-founder-building-iphone-like-operating-system-for-netbooks/>

Tariq pitched me on using it for the tablet. It doesn't work for what we're doing, but it's a cool UI and if FG give us any crap about terms we should suggest they are our alternative.

EXHIBIT J

From: 'Nik Cubrilovic' <nik@techcrunch.com>
Sender: nik@devtap.com
To: Michael Arrington <editor@techcrunch.com>
Sent: 8/18/2009 8:44:49 PM
Subject: Re: Quick Update On Chandra/FG situation

quick update on the rest of my day yesterday and this morning so far:

- * I met a guy called James Chan who works for a local VC firm (Walden)
- * told me that Chandra's reputation is horrible
- * I was getting advice from him, going through the diff scenarios
- * his conclusion/advice was to setup local sing co. and hire Chandra's guys
- * said that gov help would be very easy with *everything*
- * spoke for hours, he is an excellent local contact to have as he knows everyone as well and can help us route around
- * Met with NUS which is the university, and their program for investing in startups
- * again conclusion here is that grants etc. are readily available, we just have to tell them what we want
- * they are an incubator, so take office space there with other startups etc. etc.
- * while I was there I met with 4 startups in quick succession. ill need to get these guys into a further update when i get bcaak in bcause 1 in potential TC 50, another can build a TC iphone app with our content on it for free (and solve all our mobile stuff, including custom ads etc.)
- * met with the Bansea angel investors network - 7 guys in Singapore who are mostly foreigners. very very easy sell on the crunchpad to the point where he almost wet himself. apparently he emailde us asking to invest a while ago. getting back to me today on debt, but said that the first tranche of debt from the government was 'easy'
- * about to run to meet another local government guy. he is like a biz dev guy for Singapore and is going to take me through the setting up a local co. etc.
- * overall, im starting to see what this could look like post-FG and have the foundations setup for what we do enxt

On Wed, Aug 19, 2009 at 2:28 AM, Michael Arrington<editor@techcrunch.com> wrote:
> if you're around lets discuss this.

>
> On Aug 17, 2009, at 9:02 AM, Nik Cubrilovic wrote:

>
>> Have you spoken to Chandra in the past few days? Just want to know
>> what he does doesn't know so far. If you let me run with this, ill
>> meet with him tomorrow and between his recently-found frankness, my
>> new contacts in the sing government and the local VC's/investors I
>> have met I am sure I can get this all back on track. I can get
>> everything here in Sing to the point where it is all prepped so we are
>> ready to pull the trigger, come back there meet with you guys, work
>> out what we are going to do and then decide if we either do nothing or
>> proceed under a new form with:
>>
>> * new sing company crunchpad with a parent co. in the USA
>> * debt raised from Gov / local investors
>> * FG team under that co. new and trimmed up
>> * shop the hardware spec around
>> * find a role for chandra
>>
>> option two is we kill the project and fusion garage also dies (his
>> talk about raising money to do it himself i think is highly unlikely)
>>
>> option three is we just poach his guys, run it ourselves
>>
>> there is no way we can continue the way things have been. i really
>> think option 1 with integrating everything into new co's, having the
>> sing gov put money in (the \$250k initial grant they do is apparently a
>> formality, and we could get that in a matter of days with just the

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EXHIBIT NO. 9
MICHAEL ARRINGTON
APRIL 20, 2010
J.W. HARBIDGE, CSR

TC00000476

```
>> paperwork sorted).
>>
>> if i was making decisions based on crunchpad being mine alone, i would
>> run with option 1 and would do it asap so that the timeline doesn't
>> slip further
>
>
<?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>date-sent</key>
<real>1250653489</real>
<key>flags</key>
<integer>8590196097</integer>
<key>original-mailbox</key>

<string>imap://editor%40techcrunch.com@imap.emailsrvr.com/INBOX/Folders/TechCrunch/crunchpad</string>
<key>remote-id</key>
<string>767</string>
<key>subject</key>
<string>Re: Quick Update On Chandra/FG situation</string>
</dict>
</plist>
```

EXHIBIT K

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

1 Andrew P. Bridges (SBN: 122761)
abridges@winston.com
2 David S. Bloch (SBN: 184530)
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3 Matthew A. Scherb (SBN: 237461)
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4 WINSTON & STRAWN LLP
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5 San Francisco, CA 94111-5802
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6 Facsimile: (415) 591-1400

7 Attorneys for Plaintiffs
INTERSERVE, INC., dba TECHCRUNCH,
8 and CRUNCHPAD, INC.

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

13 INTERSERVE, INC., dba TECHCRUNCH,)
a Delaware corporation, and CRUNCHPAD,)
14 INC., a Delaware corporation,)
15 Plaintiffs,)
16 vs.)
17 FUSION GARAGE PTE. LTD., a Singapore)
company,)
18 Defendant.)
19

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

PLAINTIFFS' SUPPLEMENTAL
RESPONSE TO FUSION GARAGE PTE.
LTD.'S INTERROGATORIES, SET TWO

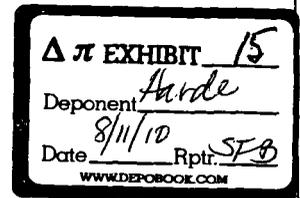
[Supplementing Responses to
Interrogatories Nos. 12, 13, and 15]

20
21 Interserve, Inc. dba TechCrunch ("TechCrunch"), and CrunchPad, Inc. (collectively
22 "Plaintiffs") respond to Fusion Garage Pte. Ltd.'s Interrogatories, Set Two, as follows:

23 GENERAL OBJECTIONS

24 Plaintiffs make the following general objections, whether or not separately set forth in
25 response to each and every instruction, definition and interrogatory:

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



1 deemed a waiver of the attorney-client privilege, the attorney work product doctrine, or any other
2 applicable privilege or immunity recognized by statute or case law.

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

5 3. Plaintiffs object to each interrogatory to the extent that it seeks information not
6 reasonably related to the claims or defenses in this matter.

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

10 5. Plaintiffs respond to the interrogatories with information of which they are now aware
11 and reserve the right to modify or amend their responses if and when they become aware of
12 information not reflected in their responses.

13 6. Plaintiffs object to the defined terms YOU or YOUR as vague and ambiguous, and as
14 purporting to request information protected by the attorney-client privilege or the work product
15 doctrine.

16 **RESPONSE TO INTERROGATORIES**

17 **INTERROGATORY NO. 12:**

18 Describe with particularity each term of the alleged partnership or joint venture between
19 YOU and FUSION GARAGE, including IDENTIFYING all DOCUMENTS that reflect such term,
20 the date upon which such term was allegedly entered or created and all witnesses with knowledge of
21 the facts and DOCUMENTS IDENTIFIED in response to this Interrogatory.

22 **RESPONSE TO INTERROGATORY NO. 12:**

23 *Plaintiffs object that this interrogatory is compound and contains discrete sub-parts.*
24 *Plaintiffs object to the extent that this interrogatory is overbroad and unduly burdensome and seeks*
25 *information outside the scope of permissible discovery because it seeks information not relevant to*
26 *the subject matter of this action, and because it is not reasonably calculated to lead to the discovery*
27 *of admissible evidence. Plaintiffs object to this interrogatory as vague and ambiguous. Plaintiffs*
28 *object that this interrogatory seeks information protected by the attorney-client privilege or the work*

1 product doctrine. Plaintiffs further object to this interrogatory to the extent it is unreasonably
2 cumulative and duplicative, and is redundant with interrogatories Fusion Garage has previously
3 served on Plaintiffs, and Plaintiffs have responded to, in this action.

4 Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs respond
5 as follows:

6 TechCrunch and Fusion Garage collaborated in a joint venture to develop and bring to
7 market the CrunchPad web tablet. The joint venture had these terms:

8 1. Each party would contribute its labor, money, talents, and connections towards the
9 shared goal of developing and bringing to market the CrunchPad web tablet.

10 2. Each party would profit if the joint venture were successful. Mr. Rathakrishnan
11 wrote to Mr. Arrington on April 21, 2009 about how working with other companies "could get
12 revenue for us as well" and "boost our initial numbers." (TC00000548.) One way in which the
13 parties acted on their agreement to each derive profit was to discuss various apportionments of
14 ownership in CrunchPad, Inc., a corporate entity that the parties considered for running their joint
15 venture. On January 6, 2009, Mr. Rathakrishnan anticipated Fusion Garage would own between
16 8% and 15% of CrunchPad, Inc. (TC0000542-47.) Over the six months that followed, negotiations
17 continued. The parties eventually settled on a 35% ownership interest for Fusion Garage. On June
18 27, 2009, Mr. Rathakrishnan confirmed this, writing "I will do the deal even if it stays 35%."
19 (TC00000469 (emphasis in original).) Although the parties considered other terms, none were ever
20 more favorable to Fusion Garage than 35%.

21 3. Each party would, in general, bear its own losses of time, energy and money if the
22 project was not successful. The parties' conduct, however, shows that TechCrunch paid Fusion
23 Garage's expenses as needed when Fusion Garage was strapped for cash. (See TC00009666.)

24 CrunchPad, Inc., in addition to being the potential vessel for TechCrunch's acquisition of
25 Fusion Garage, was also a corporate vehicle to pursue the CrunchPad project with Fusion Garage
26 so long as the merger remained unconsummated. The merger never occurred. At relevant times,
27 Fusion Garage could identify its personnel as CrunchPad, Inc. personnel. (E.g., TC00002177.) It
28

1 proffered agreements in the name of CrunchPad, Inc. in connection with its operations.

2 (FG0000024-36.)

3 Michael Arrington, Heather Harde, Stuart Tan, and Chandra Rathakrishnan have knowledge
4 of the facts and documents identified in this response.

5 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 12:**

6 Plaintiffs object that this interrogatory is compound and contains discrete sub-parts.
7 Plaintiffs object to the extent that this interrogatory is overbroad and unduly burdensome and seeks
8 information outside the scope of permissible discovery because it seeks information not relevant to
9 the subject matter of this action, and because it is not reasonably calculated to lead to the discovery
10 of admissible evidence. Plaintiffs object to this interrogatory as vague and ambiguous. Plaintiffs
11 object that this interrogatory seeks information protected by the attorney-client privilege or the work
12 product doctrine. Plaintiffs further object to this interrogatory to the extent it is unreasonably
13 cumulative and duplicative, and is redundant with interrogatories Fusion Garage has previously
14 served on Plaintiffs, and Plaintiffs have responded to, in this action.

15 Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs respond
16 as follows:

17 TechCrunch and Fusion Garage collaborated in a joint venture to develop and bring to
18 market the CrunchPad web tablet. The joint venture had these terms:

19 1. Each party would contribute its labor, money, talents, and connections towards the
20 shared goal of developing and bringing to market a web tablet they intended to call the
21 "CrunchPad." The conduct of the parties throughout the joint venture evidences the existence of this
22 term. All documents produced in this case that relate to the joint venture reflect the parties' course
23 of conduct and reflect a contribution of some size to the venture. The documents Plaintiffs identified
24 in response to Defendant's interrogatory no. 3 show Plaintiffs' contribution of business ideas, and
25 therefore contributions of labor and talent. Also, the documents Plaintiffs identified in response to
26 Defendant's interrogatory no. 13 show Plaintiffs' contribution of money. Other documents show
27 Plaintiffs' contributions of connections, reputation, business and technology contacts, and what
28 Fusion Garage considered to be an "astounding" reach: TC00006443, TC00002093, TC00005787,

1 TC00009453, RC00000153, RC00000369, TC00013440, TC00013336, and FG00008409 (noting
2 that “Mike’s reach is astounding”).

3 2. Each party would profit if the joint venture were successful. Mr. Rathakrishnan
4 wrote to Mr. Arrington on April 21, 2009 about how working with other companies “could get
5 revenue for us as well” and “boost our initial numbers.” (TC00000548.) One way in which the
6 parties acted on their agreement to each derive profit was to discuss various apportionments of
7 ownership in CrunchPad, Inc., a corporate entity that the parties considered for running their joint
8 venture. On January 6, 2009, Mr. Rathakrishnan anticipated Fusion Garage would own between 8%
9 and 15% of CrunchPad, Inc. (TC0000542-47.) Over the six months that followed, negotiations
10 continued. The parties eventually settled on a 35% ownership interest for Fusion Garage. On June
11 27, 2009, Mr. Rathakrishnan confirmed this, writing “I will do the deal even if it stays 35%.”
12 (TC00000469 (emphasis in original).) Although the parties considered other terms, none were ever
13 more favorable to Fusion Garage than 35%.

14 3. Each party would, in general, bear its own losses of time, energy and money if the
15 project was not successful. The parties hired and paid their own personnel separately (e.g.,
16 TC00004193, TC00005573; documents in Exhibits A and B); and otherwise paid their own expenses
17 (e.g., TC00001806). Fusion Garage saw this as a way to “keep it clean” between the parties.
18 (TC00009666.) The parties’ conduct, however, shows that TechCrunch paid Fusion Garage’s
19 expenses as needed when Fusion Garage was strapped for cash. (See TC00009666.)

20 CrunchPad, Inc., in addition to being the potential vessel for TechCrunch’s acquisition of
21 Fusion Garage, was also a corporate vehicle to pursue the CrunchPad project with Fusion Garage so
22 long as the merger remained unconsummated. The merger never occurred. At relevant times,
23 Fusion Garage could identify its personnel as CrunchPad, Inc. personnel. (E.g., TC00002177.) It
24 proffered agreements in the name of CrunchPad, Inc. in connection with its operations.
25 (FG0000024-36.)

26 Michael Arrington, Heather Harde, Stuart Tan, and Chandra Rathakrishnan have knowledge
27 of the facts and documents identified in this response.
28

1 VERIFICATION

2 I, Michael Arrington, founder of Interserve, Inc. and CrunchPad, Inc., am informed and
3 believe that the foregoing interrogatory responses are true and correct and on that basis verify under
4 penalty of perjury that they are true and correct.

5 Executed on July 23, 2010, at San Francisco, California.

6
7 /s/
Michael Arrington

8
9 SF:286517.4

10
11
12
13
14
15
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Winston & Strawn LLP
101 California Street
San Francisco, CA 94111-5802

EXHIBIT L

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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 videotaped deposition of Brian
Kindle, taken on behalf of Defendant Fusion Garage
PTE, LTD, at 555 Twin Dolphin Drive, 5th Floor,
Redwood Shores, California, beginning at 9:12 a.m.
and ending at 5:55 p.m., on Thursday, August 19,
2010, before SUZANNE F. BOSCHETTI, Certified
Shorthand Reporter No. 5111.

10:29:38 1 interviewed to come in and run, be the head of -- act
10:29:44 2 as the head of the department for hardware
10:29:46 3 engineering and manufacturing operations for
10:29:48 4 CrunchPad --

10:29:49 5 BY MR. STERN:

10:29:49 6 Q. Did --

10:29:50 7 A. -- the CrunchPad tablet specifically.

10:29:52 8 Q. And let me be actually clear. Prior to July
10:29:55 9 8th, 2009, did you contribute any ideas of any kind
10:30:00 10 toward the CrunchPad device?

10:30:04 11 MR. BRIDGES: Objection. Vague.

10:30:06 12 THE WITNESS: No, I don't believe so.

10:30:06 13 BY MR. STERN:

10:30:08 14 Q. I want to be absolutely certain about this.
10:30:11 15 Prior to July 8th, 2009, did you participate in the
10:30:14 16 development of CrunchPad in any way, shape or form?

10:30:17 17 MR. BRIDGES: Objection. Vague and
10:30:20 18 ambiguous.

10:30:20 19 THE WITNESS: In the interview there were
10:30:23 20 some questions asked about the CrunchPad, but I don't
10:30:31 21 believe there were any development type questions
10:30:33 22 that were asked.

10:30:35 23 BY MR. STERN:

10:30:35 24 Q. Okay. And do you understand that Mr.
10:30:42 25 Rathakrishnan was the head of Fusion Garage?

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11:35:37 16
11:35:44 17
11:35:47 18
11:35:49 19
11:35:49 20
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11:35:57 23
11:36:01 24
11:36:06 25

total number.

BY MR. STERN:

Q. Can you tell me that the total number of prototypes between the orange prototype and the time that you left was closer to three prototypes than 15 prototypes?

MR. BRIDGES: Same objection.

THE WITNESS: I'm -- I'm not sure.

BY MR. STERN:

Q. Well, since you can't remember the number of prototypes, I take it you are incapable of -- well, let me ask you, can you in your own mind identify the differences between any of the prototypes that existed after the orange prototype and the time that you left?

MR. BRIDGES: Same objection.

THE WITNESS: If I'm -- I'm truly not under-
-- I -- I don't understand the question.

BY MR. STERN:

Q. The question is: Can you tell me the differences between the various prototypes that you saw at CrunchPad between July 2009 and the time you left in December 2009?

MR. BRIDGES: Same objection.

THE WITNESS: No.

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11:48:22 5
11:48:23 6
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11:48:52 25

Q. So you can't recall whether the final form factor was plastic or metal, is that right?

MR. BRIDGES: Objection. Misstates testimony. Vague and ambiguous. Lacks foundation.

THE WITNESS: I don't recall.

BY MR. STERN:

Q. And did Mr. Arrington -- well, let's talk about the plastic. Describe the plastic to me. What was the description of the plastic that was used?

MR. BRIDGES: Objection.

MR. STERN: Withdraw.

BY MR. STERN:

Q. Do you have the specifications of the plastic?

MR. BRIDGES: Objection. Vague and ambiguous.

THE WITNESS: I don't recall the specifications of the plastic.

BY MR. STERN:

Q. Do you recall the specifications of the metal?

MR. BRIDGES: Same objection.

THE WITNESS: No, I don't recall the specifications of the metal.

BY MR. STERN:

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11:49:37 25

Q. Do you recall the specifications of the glass?

MR. BRIDGES: Same objection.

THE WITNESS: No, I don't recall the specifications.

Q. Just so we're clear, do you recall the specifications of any of the shell plastic for any of the prototypes that followed the orange prototype?

MR. BRIDGES: Same objection. Vague and ambiguous.

THE WITNESS: No.

BY MR. STERN:

Q. Do you recall the specifications of any of the shells that were metal for any of the prototypes that followed the orange prototype?

MR. BRIDGES: Same objection.

THE WITNESS: No.

BY MR. STERN:

Q. Do you know who was the person or persons who specified what sort of plastic or metal should be used for the shell for any prototype?

MR. BRIDGES: Vague and ambiguous.

THE WITNESS: No.

BY MR. STERN:

Q. Did you?

EXHIBIT M

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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.

Highly Confidential, Videotaped Deposition of
HEATHER A. HARDE, taken on behalf of Defendant Fusion
Garage PTE, LTD, at 555 Twin Dolphin Drive, 5th
Floor, Redwood Shores, California, beginning at 9:22
a.m. and ending at 6:12 p.m., on Wednesday, August
11, 2010, before SUZANNE F. BOSCHETTI, Certified
Shorthand Reporter No. 5111.

1 it?

2 A. Not well.

3 Q. Okay. Were you in a position to be able to
4 compare any features that were in the JooJoo that
5 were in any other previous prototypes?

6 A. Yes.

7 Q. Okay. Why don't you tell me from your --
8 from your operation of JooJoo and the previous
9 prototypes, what features of the JooJoo were
10 contained in the previous prototypes?

11 MR. BRIDGES: Objection. Lacks foundation
12 and argumentative. And vague and ambiguous.

13 THE WITNESS: You haven't asked me about
14 what I know about the previous prototypes.

15 BY MR. STERN:

16 Q. I haven't.

17 A. You just want me to --

18 Q. Jump in right to the end.

19 A. Okay.

20 Q. So you've -- you've testified that you've
21 held and operated the JooJoo, correct?

22 A. Yes.

23 Q. And when did you do that for the first time?

24 A. On Monday.

25 Q. Okay. And prior to that you had familiarity

1 with Prototypes A, B and C, correct?

2 A. Yes, but it was limited.

3 Q. That's fine. I'm -- I'm not suggesting
4 otherwise.

5 A. Mm-hmm.

6 Q. In all events, can you tell me from your
7 having operated the JooJoo and having familiarity
8 with prototypes A B and C, what features of the
9 prototypes you found in the JooJoo?

10 A. Mm-hmm.

11 MR. BRIDGES: Again, I want to make an
12 objection of argumentative, lacks foundation, vague
13 and ambiguous.

14 THE WITNESS: There was a resistive screen.
15 There was a single button. There -- you booted
16 directly to the web. The featured sites, which were
17 displayed as icons, were substantially similar to the
18 companies we had been highlighting in previous
19 prototypes. The -- the chrome, meaning the
20 navigation for the web browser, was very minimalist
21 in its design, and it disappeared once you navigated
22 to a specific web page. There was an accelerometer.
23 There were four major gestures, other minor gestures.

24 BY MR. STERN:

25 Q. You said other minor gestures?

1 BY MR. STERN:

2 Q. First let me tell you -- let me ask you,
3 can you please tell the jury exactly what familiarity
4 you have with any source code or other code written
5 by my client, Fusion Garage?

6 MR. BRIDGES: Objection. I move to strike
7 the question to the extent it's having the witness
8 tell the jury. There is no jury here. She can --
9 she can tell -- she can testify at a deposition and
10 that's what's happening right now. What happens to
11 this deposition later is something else. But it's
12 overbearing to ask the witness to be talking to the
13 jury.

14 BY MR. STERN:

15 Q. You can answer the question.

16 MR. BRIDGES: And I also object on the basis
17 of foundation. Vague and ambiguous and competence.

18 THE WITNESS: Yeah, I'm not in a position to
19 talk at a source code level about any of the
20 prototypes.

21 BY MR. STERN:

22 Q. I wasn't asking about the prototypes. I
23 asked about -- can you tell the jury exactly what
24 your familiarity is with any code that was written by
25 my client?

EXHIBIT N

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7 Attorneys for Plaintiffs
INTERSERVE, INC., dba TECHCRUNCH
8 and CRUNCHPAD, INC.

9
10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA

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

15 Plaintiffs,)

16 vs.)

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

18 Defendant.)
19
20

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

**STATEMENT OF MISAPPROPRIATED
BUSINESS IDEAS**

[Pursuant to Court Order of April 9, 2010, Dkt.
No. 62]

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CONFIDENTIAL

STMT. OF MISAPPROPRIATED BUSINESS IDEAS
SF:279376.5

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

1 The Court's April 9, 2010, Order [Dkt. No. 62] requires Interserve, Inc., and CrunchPad, Inc.
2 (collectively "TechCrunch"), for case management purposes, to provide a statement of
3 misappropriated business ideas along the lines set forth in California Code of Civil Procedure §
4 2019.210. TechCrunch alleges that it provided the following "business ideas" to the collaborative
5 effort to develop the CrunchPad (now "JooJoo") tablet computer product during the course of
6 TechCrunch's collaboration with Fusion Garage from September 2008 to November 17, 2009.
7 TechCrunch does not claim that any of these ideas are its trade secrets. The development of the
8 CrunchPad was a truly collaborative and iterative process involving a large volume of daily
9 communications across a variety of media. TechCrunch provided detailed answers to questions,
10 feedback, and suggestions through interactions with Fusion Garage.

11 **I. Conceptual direction**

12 1. TechCrunch supplied the concept of a fully browser-based operating system, where
13 the device would boot directly and rapidly to a Web browser. This implied the absence of a
14 traditional Windows or Mac style "desktop." Instead, the product would go from power-up to a
15 web-browser in a matter of seconds; users would essentially instantaneously be able to surf the
16 Internet. The user environment would use a soft keyboard and an icon-based feature set for
17 navigating the Internet. The product would be magazine-sized, touch-screen-based, portable, and
18 ideally priced at \$200 or less. TechCrunch designed the CrunchPad's form factor and dimensions
19 before beginning its collaboration with Fusion Garage. Every technological and design choice on
20 the CrunchPad project was made at the direction of TechCrunch; no changes were made without
21 TechCrunch's express approval.

22 2. TechCrunch created the hardware, software, and user interface for CrunchPad
23 Prototype A (announced on techcrunch.com August 30, 2008) entirely in-house or with TechCrunch-
24 affiliated contractors other than Fusion Garage. TechCrunch created the hardware and user interface
25 for CrunchPad Prototype B (announced on techcrunch.com January 19, 2009) entirely in-house or
26 with TechCrunch-affiliated contractors other than Fusion Garage, and collaborated with Fusion
27 Garage on Prototype B's software based on Prototype A's software. TechCrunch sent to Fusion
28

1 Garage a detailed “product draft” of software components as a starting point for Fusion Garage’s
2 software development for Prototype B. TechCrunch hereby incorporates the “product draft”
3 document by reference and attaches it to this document as an addendum. The development of
4 CrunchPad Prototype C (announced on techcrunch.com on April 9, 2009) and the Launch Prototype
5 (announced on techcrunch.com on June 3, 2009) was an iterative process; Fusion Garage’s work on
6 CrunchPad Prototype C and the Launch Prototype was not a reboot from scratch but instead
7 explicitly based on TechCrunch’s CrunchPad Prototypes A and B.

8 **II. Hardware**

9 3. TechCrunch created the CrunchPad Prototype A and its hardware configuration.

10 4. TechCrunch created the CrunchPad Prototype B and its hardware configuration,
11 which was designed and built by TechCrunch, David Gallatin from Semiphoresis, and David Yarnell
12 and Greg Lalier from Dynacept, working at TechCrunch’s direction.

13 5. TechCrunch insisted that the product be capacitive (rather than resistive) touch-screen
14 based, with no integrated “hard” keyboard. TechCrunch concluded that a capacitive touch-screen
15 would be more attractive to consumers. Brian Kindle and Erikka Arone communicated with a
16 variety of vendors in 2008 and 2009 regarding the particular design and production of the capacitive
17 touch-screens to be used in the CrunchPad.

18 6. Louis Monier, on behalf of TechCrunch, indicated that the original “soft” keyboard’s
19 delay time was too long and that keys needed to change color when pressed. Mr. Monier
20 specifically suggested 10 mm spacing with no dead space between keys, and also keeping the keys
21 above the bottom edge by 50 pixels.

22 7. TechCrunch directed that the CrunchPad product would lack a hard drive other than
23 for a software footprint (that is, Flash storage for the OS and browser software); storage would take
24 place primarily “in the cloud” rather than on the tablet computer’s Flash-based memory.

25 8. TechCrunch insisted that the product include an integrated camera, understanding the
26 critical importance of photo-sharing and image capture for the tablet computer market.

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1 9. TechCrunch also insisted that the product include peripheral USB, USB 2.0, and
2 FireWire ports for plugging in other devices.

3 10. TechCrunch had significant input into the question of the product's proper viewing
4 angle. In order to support the product in an upright position (so it did not need constantly to be held
5 by the user), TechCrunch suggested a leg, like a picture frame base, that pops out from the back to
6 support the tablet. Mr. Monier's explicit instructions to Fusion Garage were: the tablet "is NOT
7 usable when flat on a table. Not one bit. ... It needs a stand. ... must have a stand to hold it at a 60-
8 degree angle."

9 11. TechCrunch dictated the core CPU and what platform the CrunchPad would operate
10 on. It contacted various chip vendors to identify the optimal chipset configuration. There was
11 significant disagreement as to whether to use ARM or X86 chips in the CrunchPad. ARM chips use
12 less power (meaning less heat and longer battery life), but do not work well with Flash. Without the
13 ability to use Flash technology for games, video, and music streaming, the product would have been
14 far less appealing to consumers. Based on TechCrunch's research, TechCrunch concluded that the
15 CrunchPad device should use a particular X86 Intel Atom processor. Fusion Garage continues to
16 use the X86 Atom Processor in the "JooJoo" device.

17 12. Mr. Monier instructed Fusion Garage to use a single physical button for all features: a
18 single button "can be overloaded to do everything: power on, wake up, bring up the chrome. It just
19 needs to be placed so that it's really convenient to use over and over."

20 **III. Software and Features**

21 13. CrunchPad Prototype A's source code, designed primarily by Mr. Cubrilovic.

22 14. CrunchPad Prototype B's source code, a collaborative effort between Fusion Garage
23 and Mr. Monier, based on work initially performed by Mr. Cubrilovic and the "product draft" from
24 Louis Monier.

25 15. TechCrunch focused from the start on the need for robust video playback capability.
26 Considering the CrunchPad's small memory size, this was potentially problematic. So TechCrunch
27 suggested the expedient of proxying video directly to the device so that video could be played

28

1 without the use of a flash player. This enabled the CrunchPad to run videos from YouTube but not
2 Hulu. TechCrunch later supplied a new flash codec to enable the CrunchPad to run Hulu videos, as
3 well.

4 16. TechCrunch also supplied the idea and know how for empowering the device to play
5 video output to a resolution of 1080p--full high definition. TechCrunch insisted on using 1080p even
6 though the CrunchPad's screen is only 754p so that the product could provide output to 1080p for
7 external HD television monitors.

8 17. TechCrunch designed the CrunchPad's application programming interface, or API,
9 with a browser for custom applications. TechCrunch also conceived the idea of using a custom
10 applications API on top of the browser that would eventually use HTML 5.

11 18. Boot time was a critical issue for TechCrunch, though Fusion Garage initially was
12 indifferent to it. TechCrunch insisted on shorter boot times and, indeed, boot time was the primary
13 metric used by TechCrunch to evaluate the development of the CrunchPad's operating system.
14 TechCrunch set a boot time goal of 10 seconds or less. The "JooJoo" device allegedly boots in 9
15 seconds.

16 19. Mr. Monier instructed Fusion Garage to fix the touch-click interface, noting "When I
17 use my finger clicks fail too often. I suspect it's because the centroid of my fingertip moves ever so
18 slightly between click and lift, and these clicks are interpreted as a tiny scroll." He instructed that
19 "the amount of pressure required by this type of touchscreen is too much."

20 20. Mr. Monier instructed Fusion Garage to fix the password protection features because
21 the collaborators needed "to make the tablet simple enough for Mike [Arrington] to use," noting that
22 "the Wi-Fi manager asks for passwords and doesn't remember the keys (keyring issues)."

23 21. Mr. Monier identified specific hang-up problems with the Linux source code and
24 instructed Fusion Garage to troubleshoot and repair them.

25 22. Mr. Monier instructed Fusion Garage to fix a "long title bug" that was preventing all
26 icons from appearing on the screen at the same time. He insisted that all icons be visible on the
27 opening screen. He stated: "Truncating the title length that you display would fix the issue."

28

1 **IV. Interface**

2 23. CrunchPad Prototype A's user interface, designed primarily by Mr. Cubrilovic.

3 24. CrunchPad Prototype B's user interface, designed primarily by Mr. Cubrilovic and
4 Mr. Monier in collaboration with Fusion Garage.

5 25. TechCrunch provided the idea of arranging icons on the homescreen and using larger
6 icons (suitable for finger-tapping) as opposed to smaller ones (suitable instead for mouse-clicks).
7 TechCrunch's idea was that the use of large "favorite" icons would allow users to quickly navigate
8 to their favorite web pages.

9 26. Fusion Garage initially proposed using a black background for the user interface.
10 TechCrunch insisted that a black background would be harder to see and therefore harder to use. It
11 pushed strongly--and ultimately successfully--for the use of a white background, instead.

12 27. TechCrunch insisted that users be able to use any combination of a pen or stylus, a
13 "soft" keyboard, and finger or hand gestures, to navigate the Internet or use the CrunchPad's other
14 features. Mr. Monier suggested that the interface be multi-touch rather than 2-point touch, and
15 instructed Fusion Garage to avoid pinching and other gestures that might be proprietary to Apple.

16 28. TechCrunch suggested a "browser chrome" feature that can be toggled on and off to
17 give a good user feel to the device's browser software and allow for a full-screen Internet
18 experience. (The browser's "chrome" is the border of a web browser's window.) TechCrunch
19 instructed that Fusion Garage needed to strip the browser to just the chrome in order to get the OS to
20 work. Mr. Monier required: "The chrome will be up by default, with a button to make it disappear,
21 and then either a gesture (touch top-left corner, say) or a tiny permanent element to click onto bring
22 it back. The soft keyboard will appear only when text entry is needed, independent of the chrome."

23 29. Mr. Monier instructed Fusion Garage to reverse the direction of the "scrolling"
24 feature, stating that "[i]mplementing the iPhone scroll is the best first step," but eventually
25 suggesting a system where "If I lift my finger, motion stops. If I stay in one place after moving, it's
26 interpreted as 'keep doing what you were doing last,' so it keeps scrolling like it does today, using
27 the vector defined by the motion in the last half-second or so." They key was to develop an intuitive

1 scrolling system. The scroll needs to start immediately, rather than requiring an initial tap or click
2 prior to scrolling. Fusion Garage originally had configured the scrolling to work in exactly the
3 opposite direction of what Mr. Monier instructed, but changed it at his direction.

4 30. Mr. Monier instructed Fusion Garage: "The browser should have minimal
5 functionality: a 'close' button ..., navigation, back/reload/stop, home, basic plug-ins (Flash a must),
6 scroll. The chrome should appear/disappear somehow, maybe some tiny fixed element for now, or a
7 corner, gesture later."

8 **V. Marketing**

9 31. TechCrunch was responsible for making confidential introductions to a variety of
10 Silicon Valley investment luminaries. TechCrunch's Keith Teare introduced Mr. Rathakrishnan to
11 multiple potential investors in the CrunchPad project: Intel, Dell, HP, NVidia, The New York Times,
12 LG, Merus Capital, Atlas Ventures, Ron Conway, and First Round Capital. Through TechCrunch,
13 Fusion Garage was introduced to Pegatron as the ODM for the CrunchPad.

14 32. TechCrunch, as a major technology blog, had significant insights into how best to
15 market the CrunchPad, and shared those ideas with Fusion Garage. TechCrunch specifically
16 identified November 2009 as an optimal launch window, a window Fusion Garage subsequently
17 exploited; it mapped out a plan to promote the CrunchPad via the techcrunch.com blog and
18 implemented that plan in late 2008 and throughout 2009 by selective disclosures of the
19 collaboration's progress and by leveraging Mr. Arrington's technology-industry contacts in support
20 of the enterprise; and it used the name CrunchPad (which is still regularly mentioned in connection
21 with the "JooJoo") as a way to benefit from TechCrunch's overwhelming name recognition in the
22 technology and new media markets.

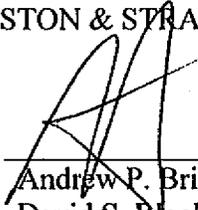
23 33. Access to, and expertise of, Michael Arrington, Heather Harde, Louis Monier, Brian
24 Kindle, and Nik Cubrilovic, and other TechCrunch personnel.

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1 Dated: April 23, 2010

WINSTON & STRAWN LLP

2
3
4 By:



Andrew P. Bridges
David S. Bloch
Matthew A. Scherb

5
6 Attorneys for Plaintiffs
7 INTERSERVE, INC. dba TECHCRUNCH
8 and CRUNCHPAD, INC.
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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 ===

CONFIDENTIAL

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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 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

PROOF OF SERVICE

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

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Winston & Strawn LLP, 101 California Street, San Francisco, CA 94111-5894. On April 23, 2010, I served the within document:

STATEMENT OF MISAPPROPRIATED BUSINESS IDEAS

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

Patrick C. Doolittle
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50 California Street, 22nd Floor
San Francisco, CA 94111
Phone: (415) 875-6600
Facsimile: (415) 875-6700

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

Executed on April 23, 2010, at San Francisco, California.

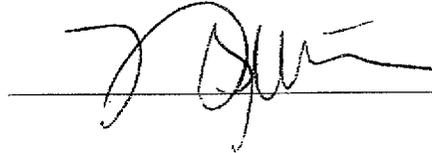


EXHIBIT O

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8

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,)

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

14 Plaintiffs,)

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

15 vs.)

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

[Supplementing Responses to Interrogatory
Nos. 1, 3, 4, and 9]

17 Defendant.)
18

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

22 **GENERAL OBJECTIONS**

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

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

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

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

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

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

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

12 **RESPONSE TO SPECIAL INTERROGATORIES**

13 **SPECIAL INTERROGATORY NO. 1**

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

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

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

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

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

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

3 Here’s The Plan

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

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

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

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

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

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

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

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

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

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

26 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 1**

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

1 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the
2 discovery of admissible evidence. TechCrunch further objects to this interrogatory as vague and
3 ambiguous. TechCrunch also objects to the extent this interrogatory seeks information protected by
4 the attorney-client privilege or the work product doctrine.

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

7 TechCrunch incorporates the entirety of its previous response to this interrogatory and,
8 pursuant to Fed. R. Civ. P. 33(d), further incorporates its most recent Statement of Misappropriated
9 Business Ideas [Pursuant to Court Order of April 9, 2010, Dkt. No. 62].

10 In addition, during April 2009, Mr. Teare, Ms. Harde, and other TechCrunch personnel made
11 numerous contributions to presentations to promote the CrunchPad. TechCrunch originated the
12 marketing concept "the Internet is everything" and originated ideas embodied in text, graphics,
13 screenshots, and charts which Fusion Garage used to promote the JooJoo in March 2010.

14 **SPECIAL INTERROGATORY NO. 2**

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

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 2**

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

28

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1 Plaintiffs may specify additional documents as discovery progresses and as it prepares its
2 exhibits list for trial.

3 **SPECIAL INTERROGATORY NO. 4**

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

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

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

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

16 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 4**

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

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

25 TechCrunch contributed all those things included in its response to Interrogatory No. 1,
26 which sets forth TechCrunch's contributions of business ideas, and which TechCrunch incorporates
27 here by reference.

28

1 In addition, TechCrunch contributed time and expertise of its employees and other personnel.
2 TechCrunch contributed approximately \$400,000 USD in cash for payment of the venture's
3 expenses; use of office space; leadership; vision; and potential financing documents.

4 **SPECIAL INTERROGATORY NO. 5**

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

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

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

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

17 **SPECIAL INTERROGATORY NO. 6**

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

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

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

27
28

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VERIFICATION

I, Michael Arrington, founder of Interserve, Inc. and CrunchPad, Inc., am informed and believe that the foregoing interrogatory responses are true and correct and on that basis verify under penalty of perjury that they are true and correct.

Executed on July 19, 2010, at San Francisco, California.

/s/
Michael Arrington

SF:284538.6

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EXHIBIT P



e27 Discovering Web Innovation in Asia



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[The Joojoo is dead, but Fusion Garage plans new products](#)

by [Wong Joon Ian](#)



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Fusion Garage told us yesterday that its [Joojoo](#) tablet is at “its end of life” and that it is working on several new devices to be released next year. The new devices will have new hardware and will run on a new Android-based operating system developed by Fusion Garage.

“With the new platform, the current Joojoo will be at its end of life. What we mean by that is we will not have backward compatibility. [The new devices] will only be supported with new hardware moving forward, the hardware architecture is completely different. And as we said we’re going to have multiple devices,” Fusion Garage founder Chandrasekar Rathakrishnan said.

The Joojoo, of course, is the device that Fusion Garage was supposed to have developed with TechCrunch. TechCrunch founder Michael Arrington has filed suit against Fusion Garage, and legal proceedings are ongoing. A preliminary hearing in August, however, struck out most of TechCrunch’s claims — [here’s a good backgrounder](#).

Chandra said that the Joojoo, a tablet designed to run only web applications, had failed to meet the company’s sales targets since it was launched last Dec because the market didn’t want a web-only platform.

“I think it’s very obvious with the advance of the iPad that while web remains probably the number one thing that we do with our devices, the lack of end-to-end connectivity means that there’s a need to have a hybrid, to have both a web and non-web experience. And that’s where we fell short with our product,” he said.

But Chandra refused to be drawn on the number of Joojoos sold so far. He would only say that while its launch in US “didn’t get a great reception”, its Europe and Asia launches fared better. He also made a dig at critics who speculated the Joojoo wouldn’t sell in significant numbers.

“We have not done as well as projected as far as the numbers are concerned, but it is certainly not what you have read on the internet,” he said.

Chandra said transportation companies, hospitals and advertising agencies were interested in a customized version of the Joojoo. He said Fusion Garage would adapt the Joojoo’s hardware and software for specialized use by these companies. These customized devices would not carry the Joojoo brand. However, Fusion Garage will continue to support existing Joojoo owners.

Despite the Joojoo’s poor sales, Chandra said he has raised US\$5 million in new funds, taking total funding to more than US\$8 million. He would only say that the funds came from “Asian investors” from Singapore, Malaysia and Hong Kong. Fusion Garage’s earlier investors include [Malaysian handset-maker CSL Group](#) and [Singaporean angel investor, Bruce Lee](#).

Fusion Garage has increased its headcount from 14 employees to 40, and opened development offices in Nanjing, China and Bangalore, India. It moved into a new 700 sq. meter office in a light industrial area two months ago with plenty of space to spare. When I was there, Chandra showed me part of his product design team, gesturing at about five people working on Macs, in one corner of the room. Four clusters of about four people each worked on software in another part of the room. A large glass-walled conference room, where we did our interview, and two smaller meeting rooms made up the rest of the office.

Fusion Garage certainly seems to be gearing up for a busy 2011. Chandra said Fusion Garage is developing multiple devices running its new Android-based operating system, with a release expected in the first half of next year. He refused to say what form factor the devices would use, or whether they would be handsets or tablets. He said, however, that all the devices would have 3G and that they would “talk” to each other in a unique way. The new devices would be sold through big-box retailers and telcos worldwide, unlike the Joojoo, which was only sold through the Fusion Garage website.

Below are some images of the Fusion Garage office

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End of life? Look let's be honest here, it never had a life to begin with.

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Chandra, have you considered flying to Vegas and putting that whole 8 million on red? Would give you a much better chance to pay back your investors. investors.

EXHIBIT Q

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A catch phrase will go here soon.

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Hello, my name is Jason. Welcome to my blog on the interwebs. You can reach me on twitter [@jason](#) and by email at jason@calacanis.com. My Skype is [jasoncalacanis](#), and my mobile phone is 310-456-4900.

I only pick up numbers I recognize, and in terms of emailing me, the best strategy is to write short, blunt and to the point requests. I can quickly respond to short messages, and many times I simply don't have the time to read five page pitches. In terms of taking meetings, I only do that after reviewing an actual product (not a business plan). So, the best time to ping me is when you have mockups or an alpha site. I don't read business plans, and I've never written one.

Other twitter accounts you can follow: [Video Games](#), [Open Angel Forum](#), and [LAUNCH Conference & Newsletter](#)

Gowalla Checkins

Farmer's Market
2:10 am August 17, 2011

LAS McCarran International
9:23 pm August 14, 2011

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2:10 am August 17, 2011

LAS McCarran International
9:23 pm August 14, 2011

The Great Greek
5:29 am July 31, 2011

Chabuya
1:53 am July 26, 2011

LAS McCarran International
9:23 pm August 14, 2011

The Great Greek
5:29 am July 31, 2011

Chabuya
1:53 am July 26, 2011

Lemonade
12:03 am July 18, 2011

Why I'm suing Mike Arrington

11/15/2010

Note: I just sent this to the JasonNation.com email list (which you can sign up for on the top right of this blog, or at www.jasonnation.com. I'm reposting it here since I'm getting a lot of press calls. If anyone wants to interview me on this issue I will be at the Web 2.0 conference later today at the Palace Hotel and more than happy to discuss.

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Friends,

As many of you know, I have filed a law suit against Mike Arrington, my former partner on the hugely successful, but now defunct, TechCrunch50 conference. This was a difficult decision for me, as I've never had to take legal action against anyone.

Until now.

I created the idea for the TechCrunch50 conference, and pitched Mike to do it. Mike and I created an LLC that TechCrunch and I each owned half of, and for three years we produced the conference together. AOL purchased the conference as part of their deal for Techcrunch, but I never got paid for my half.

The conference took a lot of time. I poured my heart into helping the 140 companies prepare to launch on stage (and many more in the Demo Pit--I didn't forget you!). And I'm glad I did, it was one of the most rewarding experiences in my life.

Now, things can change, and a business partnership isn't a lifetime vow. So when things unraveled with Mike I figured we'd work it out like partners, and walk away as friends.

Ending up in court for the first time after over fifteen years as a CEO and founder? When there's so many ways to part amicably?

It sucks.

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Mike took TechCrunch50 and re-branded it as TechCrunch Disrupt, and a valuable property I created and owned half of became part of a sale to AOL. When I work on a business and create lots of value, it's just simple fairness that I would be recognized when it is sold.

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After suggesting a bunch of compromises to Mike, and using mutual friends to try and settle this privately, I've realized I was left with only one choice.

The worst part of all of this, beyond my friendship with Mike imploding, is that I haven't been able to host my beloved conference in over a year. That's dozens and dozens of companies that I could be working with to launch on stage, before they go on to change the world like Mint, Powerset, FitBit, Yammer and countless other startups did at TechCrunch50.

Part of being an entrepreneur is being a relentless, and delusional, optimist, so even now I'm still hoping we can resolve this fairly, amicably, and in private, and go back to creating great companies.

Jason Calacanis
Jason

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I've made some mistakes, and I've learned some lessons through this process and I thought I'd share them with you.

Now, I'm not going to get into the details of "the case," as there is little upside in a public discussion of a legal matter. I'm also not going to get into a mud-slinging match with Mike. Frankly I cringe at some of the shots I took at him when I was frustrated about the conference being stolen. That was kids stuff, and I regret it and would take them all back if I could. You live and learn. I'm sure Mike will regret the unfair slams he took at me recently on TechCrunch.

As for the lessons, there are many I plan to share, but for this email I'll just focus on one: Insist upon a detailed contract.

For over a year I tried to get Mike to do a contract for the TechCrunch50 conference, but other than forming the LLC he would never take the time to do this. As such, we had a bona-fide legal relationship as partners but we didn't have an agreement that spelled out all the details of what happened if we broke up.

Mike told me over dinner that he didn't like to sign contracts, and didn't do so with his Crunchpad partners or me, because it gave him an advantage since a) nothing was documented and b) he's a lawyer. I should have known better — but I guess that's why it's a "lesson."

While Mike and I sort out our issues legally, I plan on focusing on the two things I do best: innovating and executing.

Introducing LAUNCH
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Introducing LAUNCH
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As many of you have heard, I'm in the process of planning out a bigger, better and more start-up-centric "LAUNCH conference," which will take place in the same venue as TechCrunch50 in San Francisco on February 23rd and 24th next year.

Here are the innovative aspects of the competition, which will feature around 50 startups:

1. Dramatically lower ticket prices

LAUNCH will be the most affordable, high-end technology event in the world. Bootstrapped startups (i.e. ones with less than \$1M in investment and less than 10 staff) will be able to attend LAUNCH for only \$400 (essentially our cost). Everyone else (lawyers, VC, angels, more- Here are the innovative aspects of the competition, which will feature around 50 startups:

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Compare that to the \$4-7,000 price tags of the excellent, but certainly elite, conferences like TED, The D Conference (by the Wall Street Journal) and Web 2.0.

When I was starting out I couldn't afford to attend any conferences, but everyone can afford \$400 for two days. SXSW Interactive has proven it by charging \$450-750 (depending on when you buy), with stunning results. Thousands of internet folks, from designers to coders to founders, attend and contribute because price isn't an issue.

The \$400 tickets mean folks might be on their own for lunch, and we may not have fancy gift bags, but we will have a much more accessible show with more people who do actual work at startups. (And who knows, some hero companies might just step up and sponsor the two lunches!)

I want to keep leveling the playing field, and fighting for the little guy.

In fact, that was my original motivation for creating TC50: to stop the payola virus where startups paid \$18,500 to get on stage. Open Angel Forum is another effort to empower the entrepreneur, and with eight cities and 17 events in year one—and 30% of companies getting funded—I think we're off to a great start!

2. LAUNCH 1.0 and LAUNCH 2.0 competitions

I noticed at other demo and launch-style conferences, that founders at existing companies were frustrated because they couldn't participate.

So, as I move forward with LAUNCH we will have two competitions occurring on the same stage: 1.0 for new companies and 2.0 for existing companies with epic new products. This means folks like Twitter, Mint or Zynqa could launch something new (i.e. the new version of Twitter, a new

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3. The Angel Grand Jury

So, as I move forward with LAUNCH we will have two competitions occurring on the same stage: 1.0 for new companies and 2.0 for existing companies with epic new products. This means folks like Twitter, Mint or Zynga could launch something new (i.e. the new version of Twitter, a new game from Zynga), but they won't take away from the generally less-funded startups competing in the 1.0 competition.

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We're inviting 12 high-profile angel investors to form the \$1M angel grand jury. This jury will mentor and coach the companies before and after the event, and potentially invest in the companies presenting at the end of each day—live on stage!

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Each angel will commit on the spot (pending due diligence and negotiating deal terms) to investing between \$50-250k in the companies they love most at LAUNCH.

At the end of each day, the Jury will host a round table where they talk about the companies that presented that day, and which ones they were most interested in investing in—and why. This 75 minute session at the end of each day will set the stage for these great companies to not only launch, but close their next round of funding!

Think about how revolutionary this will be for a moment: not only do companies not have to pay to get on stage, and not only will they get free mentoring, but they might also get funded ON THE

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4. All Profits to the Startups

Instead of raking the proceeds from the event, I've decided that I will personally invest profits from the event into the startups. Of course, those startups don't have to take the money, but I'm long on the startups we've chosen and mentored in the past, and I'd love to see my angel portfolio grow by a dozen or two LAUNCH startups each year.

My entire motivation is to help founders grow their business, their skills and, ultimately, kick ass and take names. I'm in it for the long term, not to make a quick buck from the conference.

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- c) From the hundreds of investors in the audience

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Or worse yet, manufactured stories like "angel gate" sucking all air out of the room (how tacky).

Which story do you think the press will write about: angel gate, the CEO of public company or a three person startup? Exactly, they're going for the story that will get picked up the most, and that's the one with the ticker symbol or the supposed Justice Department and FBI investigation.

I've always take myself, and my company, out of the conversation when running events. The event is dedicated to the company's that are launching. 100% of the attention should be focused on them, not the conference host.

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6. Rolling Admissions

Our team will start meeting with people who want to premier at LAUNCH immediately, and with a very light application process. This means if your product is more developed and you deserve to get accepted early we can do that.

If your product is new, but no one has seen it and it has no press and you want to show it to me now, well, you know how to do that: jason@calacanis.com. I will actually take the time to meet with you, look at your product and give you founder-to-founder feedback.

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My goal is to give you honest and blunt advice in as much time as I can space—please use me!

In Summary

I've gone from seriously bummed about the demise of TC50, to infuriated (and a little hot headed, which I regret) and now inspired. I'm stoked about preparing for the first LAUNCH event over the next 100 days, and I'm hoping you guys can all make it!

Conference details can be found at www.launch.is, and if you signup this week with the code JasonNation you'll get 10% off any ticket.

It is your giri to be at the event, and it is mine to make sure it is an amazing—perhaps even life changing—experience for you.

What we do in life echos in eternity!

Best regards,

Jason



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