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

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

22 Plaintiffs,

23 vs.

24 FUSION GARAGE PTE. LTD.,

25 Defendant.

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

**FURTHER JOINT CASE MANAGEMENT  
 STATEMENT**

Case Management Conference Set for:

Date: December 8, 2011

Time: 10:00 A.M.

Place: Courtroom 3, 17th Floor

26  
 27 Pursuant to the Court's March 31 and November 21, 2011, Orders—and in conformance with  
 28 Local Civil Rule 16-10(d) and the Standing Order for All Judges of the Northern District of

1 California—TechCrunch, Inc., CrunchPad, Inc., and Fusion Garage Pte. Ltd., now submit this  
2 Updated Joint Case Management Statement. This Statement supplements the Joint Case  
3 Management Statement the parties filed on March 24, 2011 (Docket No. 198).

4 **1. Facts**

5 **A. Plaintiffs' Statement**

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

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

24 In a communication to its public relations firm, McGrath Powers, Fusion Garage  
25 acknowledged having "strung along" Plaintiffs, confided that it was getting harder to "play along,"  
26 and predicted "a massive blowup" upon Plaintiffs' receipt of its November 17, 2009 cancellation  
27 email. Later, Fusion Garage dismissed concerns of its public relations firm about legal action by  
28 explaining "everything [had] been verbal" and nothing "shared via email etc."

1 Fusion Garage’s misconduct became public after it abruptly “divorced” TechCrunch and  
2 CrunchPad and tried to launch the JooJoo on its own. Rather than being released as a category-  
3 defining and wholly novel (if imperfect) tablet computer more than six months *before* Apple’s iPad  
4 and with the enthusiastic support of the most influential and widely read tech blog in Silicon Valley,  
5 the JooJoo launched into the toxic environment created by Fusion Garage’s egregious misconduct.  
6 Fusion Garage’s missteps after its secret divorce caused the once-promising project to fail, and it  
7 discontinued JooJoo sales a year after launch, in November 2010. Fusion Garage then withdrew  
8 from the public eye, engaged in a six-month “guerilla marketing” campaign as “TabCo,” and then  
9 relaunched a new version of the CrunchPad/JooJoo as the “Grid10” in 2011.

10 Whether the product was called the CrunchPad, the JooJoo, or the Grid10, Fusion Garage  
11 and Plaintiffs were joint venturers from 2008 to November 2009. Fusion Garage breached its  
12 fiduciary duty to Plaintiffs with malice, “stringing along” Plaintiffs with fraudulent promises and  
13 deceitful conduct so it could usurp the CrunchPad business for itself—and it did so only to drive the  
14 project’s value into the ground with its post-rupture ineptitude. Plaintiffs bring this suit to seek  
15 redress for Fusion Garage’s malicious misconduct. They seek substantial damages including a  
16 proportion of the value of the joint venture *when Fusion Garage usurped it* and thus before Fusion  
17 Garage dissipated that substantial value with its subsequent misfires.

18 **B. Defendant’s Statement**

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

26 Plaintiffs’ 24-page Amended Complaint contains misstatements and offers a false account of  
27 the parties’ dealings with each other. As Plaintiffs have already been forced to admit in this case  
28 under oath, both Plaintiffs and Fusion Garage recognized from the outset that the only possible way

1 Plaintiffs and Fusion Garage could work together would be through a merger of their corporate  
2 entities: “The first meeting I [Michael Arrington] had with Chandra was, I believe, in – I believe in  
3 October . . . At that meeting, we, Chandra and I, agreed that the only way to work together was a  
4 merger of the entities.”

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

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

19 In an effort to soften the blow and avoid confrontation, Fusion Garage wrote to Plaintiffs on  
20 November 17 that Fusion Garage’s investors were unwilling to go through with the merger and that  
21 he had no choice but to follow their directives. Plaintiffs attempt to distort Fusion Garage’s  
22 communications during this time period fails to account for Plaintiffs’ history of using the  
23 TechCrunch blog as a weapon against those whom Arrington dislikes or those who disagree with  
24 him. For instance, when faced with a balky screen vendor for one of his early CrunchPad  
25 prototypes, Arrington had expressed his frustration to his colleagues as follows: “fuck that, bulldoze  
26 around this problem. find out who their investors are . . . i may just trash them on techcrunch.  
27 dicks.” When Fusion Garage’s proposed part supplier refused to budge on the NRE charge,  
28 Arrington had one of his associates tell Pegatron that he would drop a “hail storm of negative press”

1 on Pegatron and otherwise use the bad press against Pegatron as “negative guns”—and to put them  
2 in his “cross-hairs”—if it did not capitulate to Arrington’s desires. Fusion Garage had no desire to  
3 be likewise “trashed” on the widely-read TechCrunch blog simply for voicing its growing doubts  
4 that the merger would go through or that Arrington’s fundraising efforts would improve.

5 Fusion Garage formally launched its device under the “JooJoo” brand two weeks later, on  
6 December 7, 2009. Arrington thereafter went on a coordinated campaign to disparage Fusion  
7 Garage and its CEO on his blog and in private to ensure that the JooJoo would fail. Indeed, Fusion  
8 Garage made no profit from the JooJoo, which was discontinued in late 2010.

9 Plaintiffs now claim that they are not only entitled to the fruits – which do not exist – of the  
10 trivial JooJoo sales, but also the fruits of the entirely different Fusion Garage product called the  
11 Grid10, launched almost 2 years after the end of the alleged joint venture between TechCrunch and  
12 Fusion Garage. This fails for a variety of reasons, both legal and factual. Grid 10 has nothing to do  
13 with the alleged joint venture. Nevertheless, Plaintiffs continue to grasp at straws, seeking profits  
14 where none exist. If an accounting were done today between TechCrunch and Fusion Garage,  
15 TechCrunch would owe Fusion Garage, not the other way around.

16 Finally, Plaintiffs fail to note that they have lost all their witnesses. Arrington was fired from  
17 AOL, and Heather Harde – TechCrunch’s CEO – has reportedly tendered her resignation and AOL  
18 is in deep negotiations to persuade her to stay.<sup>1</sup> Despite the fact that Plaintiffs case is in a shambles,  
19 they continue to seek a pot of gold where there is none. This lawsuit should end.

## 20 **2. Legal Issues**

21 The legal issues include, without limitation:

- 22 1. On Plaintiffs’ first claim for relief, whether Fusion Garage has breached its  
23 fiduciary duty to Plaintiffs;
- 24 2. On Plaintiffs’ second claim for relief, whether Fusion Garage engaged in  
25 fraud or deceit by making misrepresentations and false promises to Plaintiffs concerning the  
26 CrunchPad project;

27 <sup>1</sup> Plaintiffs state that this characterization is Fusion Garage’s, not AOL’s. Rumors notwithstanding,  
28 TechCrunch and CrunchPad confirm that Ms. Harde remains employed by TechCrunch as of today’s  
date. Nor is her testimony, or that of Mr. Arrington, likely to change regardless of where they are  
employed.

1                   3.       On Plaintiffs' third claim for relief, whether Fusion Garage engaged in  
2 unlawful, unfair, or fraudulent business practices under Cal. Bus. & Prof. C. §§ 17200 *et seq.*

3       **3.       Motions**

4       Prior and pending motions include:

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| 5       Plaintiffs' Motion for Expedited Discovery filed on<br>6       December 28,2009 (Dkt. 11)   | Granted in part and denied<br>in part on January 7, 2010<br>(Dkt. 19)  |
| 7       Defendant's Motion to Dismiss filed on January 28,<br>8       2010 (Dkt. 20)  | Granted in part and denied<br>in part on August 24, 2010<br>(Dkt. 162) |
| 9       Defendant's Motion for Protective Order filed on<br>10       February 5, 2010 (Dkt. 23)   | Granted on April 9, 2010<br>(Dkt. 62)                                  |
| 11       Plaintiffs' Motion for Preliminary Injunction filed<br>12       on February 22, 2010 (Dkt. 26)   | Granted in part and denied<br>in part on August 24, 2010<br>(Dkt. 162) |
| 13       Plaintiff's Motion to Shorten Time on Preliminary<br>14       Injunction Motion filed on February 22, 2010 (Dkt.<br>15       27)                   | Denied on March 9, 2010<br>(Dkt. 33).                                  |
| 16       Defendant's Motion to Reset Preliminary<br>17       Injunction Hearing to May 6, 2010 filed on March<br>18       30, 2010 (Dkt. 40)                | Granted on April 1, 2010<br>(Dkt. 45)                                  |
| 19       Defendant's Amended Motion to Reset the<br>20       Preliminary Injunction Hearing to May 27, 2010<br>21       filed on April 1, 2010 (Dkt. 42)    | Denied on April 1, 2010<br>(Dkt. 45)                                   |
| 22       Defendant's First Motion to Compel Documents<br>23       filed on April 2, 2010 (Dkt. 47)  | Granted in part and denied<br>in part on April 9, 2010<br>(Dkt. 61)    |
| 24       Defendant's Motion to Shorten Time on Motion to<br>25       Compel filed on April 2, 2010 (Dkt. 49)  | Granted on April 6, 2010<br>(Dkt. 55)                                  |
| 26       Plaintiff's First Motion to Compel and to Enforce<br>27       McGrath/Power Public Relations Subpoena filed on<br>28       April 5, 2010 (Dkt. 53) | Granted on April 30, 2010<br>(Dkt. 90)                                 |
| Plaintiff's Cross Motion to Shorten Time and<br>Response to Defendant's Motion to Shorten Time<br>filed on April 5, 2010 (Dkt. 54)                          | Granted in part and denied<br>in part on April 7, 2010<br>(Dkt. 57)    |
| Defendant's Motion to Unseal Document from<br>Transcript of TechCrunch 30(B)(6) Deposition<br>filed on April 23, 2010 (Dkt. 66)                             | Granted on May 27, 2010<br>(Dkt. 147)                                  |

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| Defendant's Motion to Seal filed on April 23, 2010 (Dkt. 69)  | Granted on April 26, 2010 (Dkt. 74)  |
| Defendant's Motion to Shorten Time on its Motion to Remove Confidentiality Designation filed on April 23, 2010 (Dkt. 70)  | Order to Show Cause, finding as moot entered on April 28, 2010 (Dkt. 88)<br><br>Order Dissolving April 28, 2010 Order to Show Cause entered on April 30, 2010 (Dkt. 100) |
| Defendant's Motion to Seal Document filed on April 26, 2010 (Dkt. 76)   | Resolved by Stipulation filed on September 13, 2010 (Dkt. 166)   |
| Plaintiff's Motion to Seal re Plaintiff's Opposition to Defendant's Motion to Dismiss filed on April 26, 2010 (Dkt. 82)   | Resolved by Stipulation filed on September 13, 2010 (Dkt. 166)   |
| Plaintiff's Motion to Seal re Reply in Support of Motion to Enforce Subpoena filed on April 26, 2010 (Dkt. 84)  | Granted on April 27, 2010 (Dkt. 86)  |
| Defendant's Renewed Motion for Protective Order filed on April 30, 2010 (Dkt. 93)   | Granted in Part, Denied in Part on October 6, 2010 (Dkt. 184)  |
| Defendant's Motion to Seal Document filed on April 30, 2010 (Dkt. 95)   | Granted on April 30, 2010 (Dkt. 99)  |
| Defendant's Motion to Strike Plaintiff's Extrinsic Speaking Evidence Submitted in Support of Their Opposition to Dismiss filed on May 3, 2010 (Dkt. 103)                                  | Granted in part and denied in part on August 24, 2010 (Dkt. 162)   |
| Defendant's Motion to Seal Document filed on May 3, 2010 (Dkt. 104)   | Resolved by Stipulation filed on September 13, 2010 (Dkt. 166)   |
| Plaintiff's Motion for Leave to File Excess Pages re Reply in Support of Preliminary Injunction Motion filed on May 3, 2010 (Dkt. 108)  | Granted on May 6, 2010 (Dkt. 112)  |
| Plaintiff's Motion for Leave to File Supplemental Declarations in Further Support of Plaintiff's Motion for Preliminary Injunction filed on May 11, 2010 (Dkt. 117)                       | Granted on September 13, 2010 (Dkt. 165)   |
| Defendant's Motion to File Under Seal its Notice of Further Challenges to Confidentiality Designations from Transcript of TechCrunch 30(B)(6) Deposition filed on May 12, 2010 (Dkt. 124) | Granted on May 18, 2010 (Dkt. 140)   |

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| 1  | Plaintiff's Motion to File Under Seal re Plaintiff's Motion to Compel De-Designation of Documents filed on May 13, 2010 (Dkt. 132) | Granted on December 27, 2010 (Dkt. 193)                       |
| 2  |  |   |
| 3  | Defendant's Motion to File Under Seal filed on June 3, 2010 (Dkt. 153)   | Granted on December 22, 2010 (Dkt. 192)                       |
| 4  |  |   |
| 5  | Plaintiff's Motion to Compel Withheld Information and Documents filed on September 7, 2010 (Dkt. 164)                              | Granted in Part, Denied in Part on October 6, 2010 (Dkt. 184) |
| 6  |  |   |
| 7  | Defendant's Motion to Dismiss Amended Complaint filed on September 27, 2010 (Dkt. 181)   | Denied on February 9, 2011 (Dkt. 194)                         |
| 8  |  |   |
| 9  | Plaintiffs' Motion to Dismiss and Strike Portions of Fusion Garage's Answer and Counterclaim filed on March 25, 2011 (Dkt. 203)    | Granted on March 28, 2011 (Dkt. 204)                          |
| 10 | Plaintiffs' Motion to Strike Amended Answer filed on April 29, 2011 (Dkt. 208)   | Denied on May 2, 2011 (Dkt. 209)                              |
| 11 | Defendant's Motion to Compel filed on September 9, 2011 (Dkt. 212)   | Hearing set for Jan. 3, 2012 (Dkt. 224)                       |

12 The parties anticipate filing further dispositive motions.

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

14 **4. Amendment of Pleadings**

15 Fusion Garage intends to amend its Answer to seek an accounting if a joint venture is found  
16 by the jury.

17 **5. Disclosures**

18 The parties exchanged initial disclosures in March 2010.

19 **6. Discovery**

20 **A. Status of Discovery**

21 To date, Plaintiffs have served four sets of interrogatories, and eight sets of requests for  
22 production of documents. Plaintiffs have also served subpoenas upon third parties PayPal, Inc.,  
23 McGrath Power, and Fusion Garage, Inc. Plaintiffs have deposed Fusion Garage CEO Chandra  
24 Rathakrishnan for one day, although the parties have agreed that Mr. Rathakrishnan will sit for an  
25 additional day of deposition. Plaintiffs have produced over 26,000 pages of documents in response  
26 to Defendant's document requests. Additional third-party discovery and most of the deposition  
27 planning in the case has been stayed pending settlement discussions.



1 Defendant has also served interrogatories, requests for production, and third party subpoenas.  
2 It has deposed Plaintiffs' Rule 30(b)(6) designee, Michael Arrington, as well as Heather Harde,  
3 Brian Kindle, and Keith Teare. Fusion Garage anticipates several more depositions of third party  
4 witnesses, including without limitation Nik Cubrilovic, Louis Monier, Ron Conway, First Round  
5 Capital, SoftTech VC, and AOL. It also anticipates seeking to depose Michael Arrington, who is no  
6 longer employed by TechCrunch or CrunchPad.

7 The prior expert discovery cutoff date of December 1, 2011 has been suspended by the  
8 Court's Order of November 21, 2011 (Docket No. 222). That same Order also directed that all other  
9 scheduling issues are to be re-visited at the December 8, 2011 Case Management Conference.

10 **B. Scope of Anticipated Discovery**

11 Together, the parties anticipate the further depositions of:

- 12 • Michael Arrington
- 13 • First Round Capital
- 14 • SoftTech VC
- 15 • Ron Conway
- 16 • Louis Monier
- 17 • Nik Cubrilovic
- 18 • AOL 30(b)(6)
- 19 • Fusion Garage
- 20 • McGrath Power
- 21 • Chandrasekar Rathakrishnan

22 In addition, both Plaintiffs and Fusion Garage anticipate that further discovery will need to  
23 include, at a minimum, a supplemental production of relevant documents by both parties, and  
24 discovery related to damages. Plaintiffs will also seek to depose and obtain documents from Fusion  
25 Garage's foreign investors in Singapore and elsewhere.<sup>2</sup>

26 Topics of discovery include, without limitation (Fusion Garage denies that all these topics are  
27 relevant and reserves its right to object accordingly at the proper time):

28 <sup>2</sup> Fusion Garage does not agree that such discovery is relevant or appropriate. Fusion Garage also reserves objections to additional depositions, if any, sought by Plaintiff.

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

- 1           ○ Fusion Garage’s relationship to other companies with respect to the CrunchPad,
- 2                     JooJoo, Grid 10, and any other work or projects related to the CrunchPad, JooJoo,
- 3                     and Grid 10;
- 4           ○ Fusion Garage’s breach of fiduciary duty, fraud, and unfair competition;
- 5           ○ Fusion Garage’s design, development, manufacture, sales, and marketing of the
- 6                     JooJoo;
- 7           ○ Plaintiffs’ involvement, or lack thereof, in the design, development, manufacture,
- 8                     sales, and marketing of the JooJoo;
- 9           ○ Whether the parties’ relationship was a failed merger versus a joint venture;
- 10           ○ Whether Fusion Garage engaged in fraud or unfair business practices; and
- 11           ○ If liability is found, whether Plaintiffs suffered damages.

12           Fusion Garage states that Plaintiffs’ proposed discovery into current and/or future product  
13 offerings, suppliers, and investors—particularly with respect to the Grid10—is irrelevant to any  
14 claim or defense raised in the Amended Complaint for past products, conduct and/or damages.

15           **7. Relief**

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

20           Plaintiffs will argue that TechCrunch is entitled to damages including:

- 21           ▪ 65% of the value of the parties’ CrunchPad joint venture at the time that Fusion
- 22                     Garage terminated the venture, which corresponds to the valuation of Fusion Garage
- 23                     at the time (given that Fusion Garage was then entirely devoted to the joint venture),
- 24                     which Mr. Rathakrishnan has estimated at \$40 to \$50 million;
- 25           ▪ the amount of money, approximately \$400,000, that TechCrunch spent in furtherance
- 26                     of the parties’ CrunchPad project;
- 27           ▪ 65% of profits related to the sale of Fusion Garage’s tablet computers;

- 1           ▪ punitive damages, in an amount that a jury will determine, based on Fusion Garage's
- 2           malicious and fraudulent conduct alleged in this case;
- 3           ▪ the lost value of other opportunities missed because of collaboration with Fusion
- 4           Garage;
- 5           ▪ the value of Fusion Garage's unjust enrichment; and
- 6           ▪ the value of the benefits Fusion Garage received from TechCrunch in conjunction
- 7           with the CrunchPad project and in conjunction with the JooJoo and the Grid10.

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

9           Fusion Garage denies that Plaintiffs are entitled to any damages even if liability is found,  
 10 particularly because: (1) Fusion Garage made no profit from the sale of the JooJoo; (2) Plaintiffs  
 11 would owe money to Fusion Garage after an accounting; and (3) there is no foundation for the  
 12 alleged joint venture's purported valuation at the time of the alleged dissolution.

13           **8. Settlement and ADR**

14           The parties engaged in lengthy settlement discussions and reached a settlement in principle  
 15 that was not ultimately consummated.

16           **9. Narrowing of Issues**

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

21           **10. Scheduling**

22           The parties propose the following case schedule:

| <b><u>Event</u></b>   | <b><u>Original Date</u></b> | <b><u>Proposed New Date</u></b> |
|---|-----------------------------|---------------------------------|
| Plaintiffs' Responses To Defendant's Requests for Production (Set 4), Interrogatories (Set 3), and Requests for Admission (Set 1)<br><br>Defendant's Responses To | Various                     | December 16, 2011               |



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Attorneys for Plaintiffs  
TECHCRUNCH, INC. and  
CRUNCHPAD, INC.

Dated: December 1, 2011

QUINN EMANUEL URQUHART &  
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By: /s/  
Claude M. Stern  
Evette C. Pennypacker  
Thomas R. Watson

Attorneys for Defendant  
FUSION GARAGE PTE. LTD.

**CONCURRENCE IN FILING**

David S. Bloch has consented to the filing of this pleading and gave me consent to electronically sign it on his behalf.

Dated: December 1, 2011

/s/  
Evette D. Pennypacker