

1 QUINN EMANUEL URQUHART & SULLIVAN, LLP  
 Claude M. Stern (Bar No. 96737)  
 2 claudestern@quinnemanuel.com  
 Evette D. Pennypacker (Bar No. 203515)  
 3 evettepennypacker@quinnemanuel.com  
 Thomas R. Watson (Bar No. 227264)  
 4 tomwatson@quinnemanuel.com  
 555 Twin Dolphin Dr., 5<sup>th</sup> floor  
 5 Redwood Shores, CA 94065  
 Telephone: (650) 801-5000  
 6 Facsimile: (650) 801-5100

7 Patrick C. Doolittle (Bar No. 203659)  
 patrickdoolittle@quinnemanuel.com  
 8 Joshua L. Sohn (Bar No. 250105)  
 joshuasohn@quinnemanuel.com  
 9 Sam S. Stake (Bar No. 257916)  
 samstake@quinnemanuel.com 50 California Street, 22nd Floor  
 10 San Francisco, California 94111  
 Telephone: (415) 875-6600  
 11 Facsimile: (415) 875-6700

12 Attorneys for Defendant Fusion Garage PTE Ltd.

14 UNITED STATES DISTRICT COURT  
 15 NORTHERN DISTRICT OF CALIFORNIA  
 16 SAN FRANCISCO DIVISION  
 17

18 TECHCRUNCH, INC., a Delaware  
 19 corporation, and CRUNCHPAD, INC., a  
 Delaware corporation,  
 20 Plaintiffs,  
 21 vs.  
 22 FUSION GARAGE PTE. LTD., a Singapore  
 23 company,  
 24 Defendant.

CASE NO. C 09-cv-5812 RS (PSG)

**DECLARATION OF CLAUDE M. STERN  
 IN SUPPORT OF QUINN EMANUEL  
 URQUHART & SULLIVAN LLP'S  
 MOTION TO WITHDRAW AS COUNSEL  
 OF RECORD FOR DEFENDANT FUSION  
 GARAGE PTE LTD**

Date: January 19, 2012  
 Time: 1:30 p.m.  
 Judge: Hon. Richard Seeborg  
 Location: San Francisco, Courtroom 3 - 17th  
 Floor

26  
 27  
 28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DECLARATION OF CLAUDE M. STERN

I, Claude M. Stern, declare as follows:

1. I am a member of the bar of the State of California and a member of Quinn Emanuel Urquhart & Sullivan LLP, attorneys for Defendant Fusion Garage PTE. Ltd. I make this declaration of personal, firsthand knowledge, and if called and sworn as a witness, I could and would testify competently thereto.

2. Quinn Emanuel seeks leave to withdraw as counsel of record for Defendant Fusion Garage PTE. Ltd. (“Fusion Garage”) because Fusion Garage’s non-payment of attorneys’ fees and associated costs and a breakdown of the attorney-client relationship have made it unreasonably difficult, if not impossible, for Quinn Emanuel to continue to adequately and properly represent Fusion Garage in this matter.

3. Fusion Garage has not paid Quinn Emanuel for services rendered and the costs associated with those services for several months. During that time, Quinn Emanuel has acted on behalf of Fusion Garage by seeking discovery from Plaintiffs, responding to written discovery propounded by Plaintiffs, conducting third party discovery (including a deposition of Keith Teare), engaging in lengthy and protracted settlement negotiations, and preparing a motion to compel that is scheduled to be heard on January 3, 2012, among other tasks that cannot be disclosed on grounds of privilege and work product.

4. Fusion Garage and Quinn Emanuel have had a breakdown in communication that Quinn Emanuel can more fully explain to the Court *in camera* if requested by the Court. The circumstances have placed Quinn Emanuel in a position where it can no longer provide effective representation to Fusion Garage.

5. On numerous occasions (at least on November 25, 2011, December 1, 2011, December 2, 2011, December 8, 2011, and December 12, 2011), I informed Fusion Garage either orally or in writing that Quinn Emanuel would resign as counsel for Fusion Garage and would seek leave of court to withdraw from this case, and that Fusion Garage needed to retain new counsel.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

I declare under penalty of perjury under the laws of the United States of America  
that the foregoing is true and correct.

Executed December 13, 2011, at Redwood Shores, California.

/s/Claude M. Stern  
Claude M. Stern