

EXHIBIT B

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UNITED STATES DISTRICT COURT

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NORTHERN DISTRICT OF CALIFORNIA

11

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

Case No. C 09 5812 JW (PVT)

14 Plaintiffs,

PLAINTIFF TECHCRUNCH'S' FIRST SET OF INTERROGATORIES

15 vs.

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

18

PROPOUNDING PARTY: PLAINTIFF INTERSERVE, INC. dba TECHCRUNCH

19

RESPONDING PARTY: DEFENDANT FUSION GARAGE PTE. LTD.

20

SET NO.: ONE

21

22 Pursuant to Federal Rule of Procedure 33, Plaintiff Interserve, Inc. d/b/a TechCrunch
 23 requests that Defendant Fusion Garage Pte. Ltd. respond to the Interrogatories below under oath
 24 within twenty (20) days of the date of service.

25

26 For the purpose of these Interrogatories, the following instructions shall apply and the
 27 following terms will have the meaning indicated:

28

INSTRUCTIONS

1) In answering these interrogatories, furnish all information, including but not limited
 to information contained in or on any document, that is known or available to you, including all

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1 information in the possession of your attorneys or other persons acting on your behalf or under your
2 attorney's employment or direction.

3 2) If you cannot answer any interrogatory fully and completely after exercising due
4 diligence to make inquiries and secure information necessary to do so, so state, and answer each
5 such interrogatory to the full extent you deem possible, specify the portion of such interrogatory that
6 you claim you are unable to answer fully and completely; state the facts on which you rely to support
7 your contention that you are unable to answer such interrogatory fully and completely; and state
8 what knowledge, information and belief you have concerning the unanswered portion of each such
9 interrogatory.

10 3) The obligation to respond to these interrogatories continues and requires further
11 answer and amendment from now until the time of hearing or trial, as provided by Federal Rule of
12 Civil Procedure 26(e).

13 **DEFINITIONS**

14 1) The term "Fusion Garage," "Defendant," "you," or "your" refers to Defendant Fusion
15 Garage Pte. Ltd. and includes any persons controlled by or acting on behalf of either of Fusion
16 Garage Pte. Ltd., including without limitation all past and present licensees, agents, attorneys,
17 predecessors, subsidiaries, parent companies, or affiliated companies, and their agents, officers,
18 directors, employees, representatives and attorneys.

19 2) The term "Plaintiffs" or "TechCrunch" shall mean Plaintiffs Interserve, Inc. d/b/a
20 TechCrunch and CrunchPad, Inc.

21 3) The term "person" means any natural person or any business, legal or government
22 entity or association.

23 4) The term "identify" when referring to:

24 (a) a person, means to give to the extent known, the person's full name, present or
25 last known physical address, email address, and telephone number, and with respect to a
26 natural person, the last known place of employment and job title;

27 (b) a document, means to give to the extent known, the date of the document, the
28 title of the document, the author or originator of the document, the persons or entities to

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1 whom the document is addressed, the nature of the document, a brief summary or description
2 of the document's contents, and if the document is not in your possession, the identity of its
3 present or last known custodian and its location;

4 (c) a component, means to identify the component by its generic name, its
5 manufacturer or creator(s), its provider(s) (if other than the manufacturer or creator), and its
6 name and/or identifying number.

7 (d) a financial account, means to identify the person with which you hold the
8 account, the name(s) on the account, the type of account, the account number, and the contact
9 information of your primary contact person(s) for the account.

10 (e) a payment, means to identify the amount (including currency), date, means,
11 location(s), payor(s), payee(s), person(s) transmitting the payment if an intermediary between
12 the payor(s) and payee(s), and the financial account(s) of the payee(s) with respect to the
13 payment.

14 (f) a promise, means to identify the substance of the promise; the specific
15 language of the promise; the means of communication of the promise (including documents
16 if relevant); the persons participating in that communication or witnessing that promise; and
17 the date, time, and location of the promise.

18 (g) a representation, means to identify means to identify the substance of the
19 representation; the specific language of the representation; the means of communication of
20 the representation (including documents if relevant), the persons participating in that
21 communication or witnessing that representation; and the date, time, and location of the
22 representation.

23 (i) an order, pre-order, sale, lease, and delivery, means to identify the person
24 placing an order or pre-order, or to whom the sale, lease, or delivery is made; the quantity
25 and names of the items in the order, pre-order, sale, lease, or delivery; the date of the event;
26 the location of the event; the terms (including price) of the event; and the payment method(s)
27 associated with the event.

28 5) The terms "document" or "documents" shall have the same meaning as in Federal

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1 Rule of Civil Procedure 34 (a) and includes, without limitation, any tangible thing upon which any
2 information has been recorded by any means, including without limitation by writing, printing,
3 typing, transcribing, charting, photographing, photocopying, or by digital, electronic, magnetic, or
4 mechanical recording. The term "documents" includes e-mails and electronic files, audio and video
5 tapes, microfiche, and other electronically stored information. The term "document" also includes
6 non-identical copies or drafts, and all attachments and enclosures.

7 6) The term "concerning" means relating to, referring to, describing, evidencing, or
8 constituting.

9 9) The terms "any" and "all" shall both mean "any and all" as appropriate in order to
10 bring within the scope of these interrogatories information and documents which might otherwise be
11 considered to be beyond their scope.

12 10) The terms "each" and "every" shall both mean "each and every" as appropriate in
13 order to bring within the scope of these interrogatories information and documents which might
14 otherwise be considered to be beyond their scope.

15 11) The term "and" as well as "or" shall be construed either disjunctively or
16 conjunctively as necessary to bring within the scope of these interrogatories information and
17 documents which might otherwise be considered to be beyond their scope.

18 12) The term "CrunchPad" means any version or prototype of the touch-screen based
19 computer developed as a result of work by Plaintiffs, by Defendant in conjunction with Plaintiffs, by
20 Defendant in association with Plaintiffs, or by Defendant in connection with the name "CrunchPad."

21 13) The term "JooJoo" means the touch-screen based computer exhibited or offered by
22 Defendant under the name JooJoo.

23 **INTERROGATORIES**

24 1. Identify all components (hardware and software) in the JooJoo devices that you have
25 exhibited or delivered, or plan to exhibit or deliver, to any person.

26 2. Identify all persons who participate, or have participated in, the design of, or the
27 supply of components for, the JooJoo devices that you have exhibited or delivered or plan to deliver
28 to any persons.

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1 3. Identify all persons whom you have employed or engaged who have communicated
2 with any persons whom Plaintiffs have employed or engaged.

3 4. Identify all persons who participate in the processing of transactions involving
4 preorders, orders, or payments for preorders, orders, sales, or leases of your products, including but
5 not limited to JooJoo devices.

6 5. Identify all financial accounts in which you have an interest.

7 6. Identify all payments by others to you or for your benefit in connection with the
8 development, marketing, preorders, orders, sales, leases, or deliveries of the JooJoo.

9 7. Identify all promises that Plaintiffs, or persons acting on their behalf, made to you
10 that Plaintiffs did not fulfill.

11 8. Identify all representations that Plaintiffs, or persons acting on their behalf, made to
12 you or to your personnel that were false or misleading.

13 9. Identify all persons who participate or have participated in your advertising,
14 promotion, marketing, or publicity regarding your company's commercial activities, including your
15 participation in and termination of the CrunchPad project and your development, advertising,
16 promotion, marketing, offer for sale or lease or order, or sale or lease or order of JooJoo devices.

17 10. Identify all persons who have invested in your equity, debt, or other securities and the
18 amounts each of them have invested.

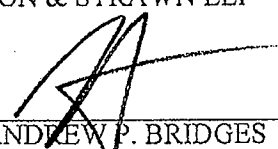
19 11. Identify all orders, pre-orders, sales, leases, and deliveries of the JooJoo devices.

20 12. State the revenues you have received from orders, pre-orders, sales, leases, and
21 deliveries of the JooJoo devices.

22 Dated: December 28, 2009

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23
24 By:



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