

EXHIBIT D

1 QUINN EMANUEL URQUHART OLIVER & HEDGES, LLP
2 Claude M. Stern (Bar No. 96737)
3 claudestern@quinnemanuel.com
4 Patrick Doolittle (Bar No. 203659)
5 patrickdoolittle@quinnemanuel.com
6 50 California Street, 22nd Floor
7 San Francisco, California 94111
8 Telephone: (415) 875-6600
9 Facsimile: (415) 875-6700

10 Attorneys for Defendant Fusion Garage PTE. Ltd

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UNITED STATES DISTRICT COURT

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NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

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15 INTERSERVE, INC. dba TECHCRUNCH, a
16 Delaware corporation, and CRUNCHPAD,
17 INC., a Delaware corporation,

CASE NO. 09-cv-5812 JW

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Plaintiffs,

**FUSION GARAGE PTE. LTD'S SPECIAL
INTERROGATORIES, SET ONE, TO
CRUNCHPAD, INC.**

19

vs.

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FUSION GARAGE PTE. LTD, a Singapore
company,

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Defendant.

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PROPOUNDING PARTY: DEFENDANT FUSION GARAGE PTE. LTD

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RESPONDING PARTY: PLAINTIFF CRUNCHPAD, INC.

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SET NO.: ONE

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Pursuant to Fed. R. Civ. P. 33, Defendant Fusion Garage PTE. Ltd. hereby requests that

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Plaintiff CrunchPad, Inc. respond, under oath, to the following interrogatories within 30 days from
the service of these interrogatories.

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I. DEFINITIONS

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1. "YOU", "YOUR", or "PLAINTIFF" means Plaintiff CrunchPad, Inc., and any

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person acting under its direction or on its behalf, including its employees, agents, and attorneys.

1 2. “FUSION GARAGE” or “DEFENDANT” means Defendant Fusion Garage PTE.
2 Ltd., and any person acting under its direction or on its behalf, including its employees, agents,
3 and attorneys.

4 3. “DOCUMENT” shall include, without limitation, all written, graphic or otherwise
5 recorded material, including without limitation, microfilms or other film records or impressions,
6 tape recordings or computer cards, floppy disks or printouts, any and all papers, photographs,
7 films, recordings, memoranda, books, records, accounts, communications, letters, telegrams,
8 correspondence, notes of meetings, notes of conversations, notes of telephone calls, inter-office
9 memoranda or written communications of any nature, recordings of conversations either in
10 writings or upon any mechanical or electrical recording devices, including e-mail, notes, papers,
11 reports, analyses, invoices, canceled checks or check stubs, receipts, minutes of meetings, time
12 sheets, diaries, desk calendars, ledgers, schedules, licenses, financial statements, telephone bills,
13 logs, and any differing versions of any of the foregoing, whether so denominated, formal, informal
14 or otherwise, as well as copies of the foregoing which differ in any way, including by the addition
15 of handwritten notations or other written or printed matter of any nature, from the original. The
16 foregoing specifically includes information stored in a computer database and capable of being
17 generated in documentary form, such as electronic mail.

18 4. “IDENTIFY” with respect to a DOCUMENT means to give a full, complete, and
19 particularized description of the DOCUMENT, including the DOCUMENT’s date, title, author,
20 recipient(s), type (e.g., letter, memorandum, etc.), custodian, and a description of the contents with
21 sufficient specificity to be the basis for discovery.

22 5. “IDENTIFY” with respect to a person means to provide the person’s full name,
23 present or last known business and residence address, present or last known telephone numbers,
24 and present or last known employment position or business affiliation.

25 **II. INSTRUCTIONS**

26 1. Each answer must be as complete and straightforward as the information
27 reasonably available to YOU, including the information possessed by YOUR attorneys or agents,
28 permits. If an interrogatory cannot be answered completely, answer it to the extent possible.

1 2. If YOU are asserting a privilege or making an objection to an interrogatory, YOU
2 must specifically assert the privilege or state the objection in your written response.

3 **III. INTERROGATORIES**

4 **INTERROGATORY NO. 1:**

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

7 **INTERROGATORY NO. 2:**

8 For each “business idea” that YOU identified in response to Interrogatory. No. 1, state all
9 facts that support YOUR contention that such alleged business idea is protectable as intellectual
10 property or otherwise.

11 **INTERROGATORY NO. 3:**

12 IDENTIFY all DOCUMENTS that contain or memorialize every allegedly protectable
13 business idea that YOU identified in response to Interrogatory No. 1.

14 **INTERROGATORY NO. 4:**

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

18 **INTERROGATORY NO. 5:**

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

21 **INTERROGATORY NO. 6:**

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

24 **INTERROGATORY NO. 7:**

25 Describe with particularity every alleged item of intellectual property, including, but not
26 limited to, trade secrets, copyrights, trademarks, patents, or any applications thereof, that YOU
27 contend DEFENDANT misappropriated.

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1 INTERROGATORY NO. 8:

2 Describe with particularity all facts supporting YOUR contention that PLAINTIFF and
3 DEFENDANT entered into a partnership or joint venture.

4 INTERROGATORY NO. 9:

5 IDENTIFY all DOCUMENTS supporting YOUR contention that PLAINTIFF and
6 DEFENDANT entered into a partnership or joint venture.

7 INTERROGATORY NO. 10:

8 IDENTIFY all persons affiliated with YOU who provided any allegedly protectable
9 business ideas, trade secrets, or intellectual property to DEFENDANT.

10 INTERROGATORY NO. 11:

11 Describe with particularity all alleged promises DEFENDANT made to YOU that
12 DEFENDANT did not fulfill.

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14 DATED: January 8, 2010

QUINN EMANUEL URQUHART OLIVER &
HEDGES, LLP

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By 

Patrick Doolittle
Attorney for Defendant
FUSION GARAGE PTE. LTD

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