

# **EXHIBIT F**

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)  
DBloch@winston.com  
3 WINSTON & STRAWN LLP  
101 California Street  
4 San Francisco, CA 94111-5802  
Telephone: (415) 591-1000  
5 Facsimile: (415) 591-1400

6 Attorneys for Plaintiffs

7  
8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN JOSE DIVISION**

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

13 Plaintiffs,

14 vs.

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

16 Defendant.

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

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

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19 CrunchPad Inc. hereby responds to Fusion Garage's Pte. Ltd.'s Interrogatories, Set One, to  
20 CrunchPad, Inc. as follows:

21 **GENERAL OBJECTIONS**

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

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

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

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

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

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

11 **RESPONSE TO SPECIAL INTERROGATORIES**

12 **SPECIAL INTERROGATORY NO. 1**

13 Describe with particularity each and every "business idea" that YOU contend DEFENDANT  
14 misappropriated.

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

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

22 Without waiving and subject to CrunchPad's general and specific objections, CrunchPad  
23 respond as follows:

24 Fusion Garage has appropriated for its own benefit the joint collaborative effort between  
25 CrunchPad Inc. and Fusion Garage to develop the so-called "CrunchPad." The CrunchPad was  
26 conceived by CrunchPad Inc.'s principal, Mr. Arrington, no later than July 2008, before CrunchPad  
27 Inc. came into existence. On July 21, 2008, Mr. Arrington described his business idea as "a dead  
28 simple web tablet for \$200." He elaborated:

1           Here's The Plan

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

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

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

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

22          In September 2008 TechCrunch and CrunchPad recruited Louis Monier to lead the project to  
23          build the CrunchPad. Mr. Monier was the founder and former CTO of AltaVista and had held  
24          positions at eBay, Google, and other high-performance Web- or technology-focused companies. As  
25          Fusion Garage publicly acknowledged, it "worked closely with Louis Monier in getting the software  
26          in shape for the hardware prototype B. We continue to work with [CrunchPad and TechCrunch] in  
27          getting the software in shape to make crunchpad a easy to use device." All of the contributions of  
28          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  
                Louis Monier on the feature set and the user experience. We are thrilled with this progress and  
                would like to take the opportunity to thank Michael and Louis for giving us the opportunity to work

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

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

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

1 The overall conception, blueprint, guidance, and senior level support for the project  
2 emanated substantially from TechCrunch. Specifically, the CrunchPad's design and specifications,  
3 performance characteristics (including boot speed, something Fusion Garage prominently features in  
4 the advertising and promotion of the JooJoo product), software architecture, hardware platform  
5 design and component sourcing, hardware form factor and other designs, driver integration,  
6 application programming interface, user interface, and documentation all constitute business ideas  
7 conceived and developed by CrunchPad Inc. and misappropriated by Fusion Garage for its private  
8 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 and CrunchPad furnished to the joint project many of  
13 the CrunchPad/JooJoo's design characteristics. The entire concept of the product derived from  
14 Michael Arrington at TechCrunch, including the use of a large-screen touch-screen device; the  
15 function of booting extremely rapidly and straight to a browser, the lack of a desktop, no hard drive  
16 other than 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 proxying video 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. CrunchPad also believes,  
24 and therefore alleges, that Defendant's ersatz JooJoo product incorporates other, less visible, ideas  
25 that CrunchPad furnished to Defendant in the course of their joint project as set forth above.

1 **SPECIAL INTERROGATORY NO. 2**

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

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

6 CrunchPad objects that this interrogatory is overbroad and unduly burdensome and seeks  
7 information outside the scope of permissible discovery because it seeks information that is not  
8 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the  
9 discovery of admissible evidence. CrunchPad further objects to this interrogatory as vague and  
10 ambiguous. CrunchPad also objects to the extent this interrogatory seeks information protected by  
11 the attorney-client privilege or the work product doctrine, especially to the extent it calls for  
12 counsel's contentions and legal conclusions as to what business ideas are "protectable as intellectual  
13 property." A business idea need not be protectable as intellectual property to be protected against  
14 misappropriation.

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

17 **SPECIAL INTERROGATORY NO. 3**

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

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 3**

21 CrunchPad 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. CrunchPad further objects to this interrogatory as vague and  
25 ambiguous. CrunchPad also objects to the extent this interrogatory seeks information protected by  
26 the attorney-client privilege or the work product doctrine, especially to the extent it calls for  
27 counsel's contentions and legal conclusions as to what documents "contain or memorialize every  
28 allegedly protectable business idea" identified in Response Interrogatory No. 1.

1 **SPECIAL INTERROGATORY NO. 4**

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

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

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

12 Without waiving and subject to CrunchPad's general and specific objections, CrunchPad  
13 incorporates by reference its response to Interrogatory No. 1.

14 **SPECIAL INTERROGATORY NO. 5**

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

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

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

24 Without waiving and subject to CrunchPad's general and specific objections, CrunchPad  
25 responds as follows: CrunchPad does not assert a cause of action for misappropriation of trade  
26 secrets in its Complaint.

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1 **SPECIAL INTERROGATORY NO. 6**

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

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

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

11 Without waiving and subject to CrunchPad's general and specific objections, CrunchPad  
12 responds as follows: Because there are no trade secrets identified in response to Interrogatory No. 5,  
13 this Interrogatory does not call for any further response.

14 **SPECIAL INTERROGATORY NO. 7**

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

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

19 CrunchPad 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. CrunchPad further objects to this interrogatory as vague and  
23 ambiguous as to the term "item of intellectual property." CrunchPad also objects to the extent this  
24 interrogatory seeks information protected by the attorney-client privilege or the work product  
25 doctrine.

26 Without waiving and subject to CrunchPad's general and specific objections, CrunchPad  
27 responds as follows: CrunchPad does not assert causes of action for misappropriation of trade  
28 secrets, copyrights, trademarks, patents, or applications thereof in its Complaint. To the extent that

1 Fusion Garage has or is continuing to inform the public that the JooJoo is a rebranded version of the  
2 CrunchPad, however, Fusion Garage's conduct may give rise to trademark infringement liability.

3 **SPECIAL INTERROGATORY NO. 8**

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

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 8**

7 CrunchPad objects that this interrogatory is overbroad and unduly burdensome and seeks  
8 information outside the scope of permissible discovery because it seeks information that is not  
9 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the  
10 discovery of admissible evidence. CrunchPad further objects to this interrogatory as vague and  
11 ambiguous. CrunchPad also objects that this interrogatory seeks information protected by the  
12 attorney-client privilege or the work product doctrine, in that it calls for counsel's contentions  
13 concerning the "partnership or joint venture" entered into between Fusion Garage, Interserve, and  
14 CrunchPad.

15 **SPECIAL INTERROGATORY NO. 9**

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

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 9**

19 CrunchPad 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. CrunchPad further objects to this interrogatory as vague and  
23 ambiguous. CrunchPad also objects that this interrogatory seeks information protected by the  
24 attorney-client privilege or the work product doctrine, in that it calls for counsel's contentions  
25 concerning the "partnership or joint venture" entered into between Fusion Garage, TechCrunch, and  
26 CrunchPad.

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1 **SPECIAL INTERROGATORY NO. 10**

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

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 10**

5 CrunchPad objects that this interrogatory is overbroad and unduly burdensome and seeks  
6 information outside the scope of permissible discovery because it seeks information that is not  
7 relevant to the subject matter of this action and because it is not reasonably calculated to lead to the  
8 discovery of admissible evidence. CrunchPad objects to this interrogatory as vague and ambiguous  
9 with respect to the phrase "allegedly protectable business ideas, trade secrets, or intellectual  
10 property." CrunchPad also objects to the extent this interrogatory seeks information protected by the  
11 attorney-client privilege or the work product doctrine, in that it calls for a legal conclusion and for  
12 counsel's contentions concerning the legal status of information provided by CrunchPad or persons  
13 associated or affiliated with CrunchPad to Fusion Garage.

14 **SPECIAL INTERROGATORY NO. 11**

15 Describe with particularity all alleged promises DEFENDANT made to YOU that  
16 DEFENDANT did not fulfill.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 11**

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

24 Without waiving and subject to CrunchPad's general and specific objections, CrunchPad  
25 respond as follows: Fusion Garage promised to work with CrunchPad and TechCrunch to jointly  
26 develop and market the CrunchPad. It did not fulfill that promise. Fusion Garage promised  
27 CrunchPad and TechCrunch that it would collaborate with Tech Crunch in a joint effort to develop  
28 and bring the CrunchPad to market. It did not fulfill that promise.

1 Starting as early as January 2009, Fusion Garage represented to CrunchPad and TechCrunch  
2 that it was devoting substantially all of its resources to the CrunchPad project. This was false. Upon  
3 a visit to Singapore in August 2009, TechCrunch learned that Defendant did not start significant  
4 development efforts until many months later.

5 TechCrunch and CrunchPad were approached by multiple software and hardware developers  
6 with offers to assist it in developing the CrunchPad. Based on Fusion Garage's misrepresentations,  
7 TechCrunch selected Fusion Garage over these other prospective partners, and thus relied upon  
8 Fusion Garage's misrepresentations to its detriment.

9 Fusion Garage promised to repay CrunchPad and TechCrunch for amounts they paid to  
10 vendors on Fusion Garage's behalf. It did not fulfill that promise.

11 On or before June 27, 2009, Fusion Garage agreed to the material terms of a merger in which  
12 CrunchPad would acquire Fusion Garage in exchange for 35% of the merged company's stock.  
13 Fusion Garage specifically promised that its investors and creditors had agreed to this arrangement.  
14 On or after November 17, 2009, Fusion Garage reneged on this agreement, in the process revealing  
15 that its investors had never approved it despite Fusion Garage's unequivocal statements to the  
16 contrary just a few months before.

17 Fusion Garage assured CrunchPad and TechCrunch that it could and would deal with  
18 problems that had emerged with Pegatron. It did not fulfill that promise. In August, when  
19 TechCrunch executives visited the Taiwan headquarters of Pegatron, the company preparing to  
20 manufacture the CrunchPad, TechCrunch learned that Defendant had been falsely representing to  
21 TechCrunch the costs of the product's components as \$20-\$30 per unit higher than the actual costs  
22 indicated by Pegatron. Fusion Garage's contract with Pegatron was terminated shortly thereafter,  
23 unbeknownst to CrunchPad and TechCrunch.

24 Fusion Garage promised CrunchPad and TechCrunch that they would jointly market the  
25 collaborative project under the name "CrunchPad." It did not fulfill that promise. Fusion Garage  
26 promised CrunchPad and TechCrunch that a launch prototype of the CrunchPad would be ready for  
27 a public debut on November 20, 2009. It did not fulfill that promise.

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

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Dated: February 8, 2010

WINSTON & STRAWN LLP

By: \_\_\_\_\_

Andrew P. Bridges  
David S. Bloch  
Nicholas Short  
Attorneys for Plaintiff  
INTERSERVE, INC., dba  
TECHCRUNCH

SF:271241.1