

# EXHIBIT A

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

6 Attorneys for Defendant Fusion Garage PTE. Ltd

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

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

13 Plaintiffs,

14 vs.

15 FUSION GARAGE PTE. LTD, a Singapore  
company,

16 Defendant.  
17

CASE NO. 09-cv-5812 JW

**FUSION GARAGE PTE. LTD'S  
REQUEST FOR PRODUCTION OF  
DOCUMENTS (SET ONE)**

18  
19  
20 PROPOUNDING PARTY: DEFENDANT FUSION GARAGE PTE. LTD

21 RESPONDING PARTY: PLAINTIFFS INTERSERVE, INC., TECHCRUNCH AND  
CRUNCHPAD, INC.

22 SET NO.: ONE  
23

24 Pursuant to Fed. R. Civ. P. 34, Defendant Fusion Garage PTE. Ltd. respectfully requests  
25 that, within thirty (30) days after service of these Requests, Plaintiffs Interserve, Inc., d/b/a  
26 TechCrunch, and CrunchPad, Inc. serve a written response to, and produce at the offices of  
27 Defendant's counsel, Quinn Emanuel Urquhart Oliver & Hedges, LLP, 50 California Street, 22nd  
28

1 Floor, San Francisco, CA 94111, the following documents and tangible things in accordance with  
2 the following Definitions and Instructions:

3 **I. DEFINITIONS**

4 A. "YOU", "YOUR", or "PLAINTIFFS" mean Plaintiffs Interserve, Inc., d/b/a  
5 TechCrunch, and CrunchPad, Inc., and any person acting under their direction or on their behalf,  
6 including their employees, agents, and attorneys.

7 B. "FUSION GARAGE" or "DEFENDANT" mean defendant Fusion Garage PTE.  
8 Ltd., and any person acting under its direction or on its behalf, including its employees, agents,  
9 and attorneys.

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

24 D. "RELATE TO" or "REFER TO" or any variants thereof, means mentions,  
25 discusses, describes, comments on, refers, or pertains to the subject matter of the request, directly  
26 or indirectly, in whole or in part.

27 E. "ANY" includes "any," "all," "each," and "every."  
28

1 **II. INSTRUCTIONS**

2 A. Each document and thing produced in response hereto shall either be produced as it  
3 is kept in the usual course of business or shall be organized and labeled to correspond with the  
4 categories of the request in response to which it is being produced.

5 B. A representation of inability to comply with a particular request shall affirm that a  
6 diligent search and a reasonable inquiry have been made. The statement shall also specify whether  
7 inability to comply is because the item has never existed; has been destroyed; has been lost,  
8 misplaced or stolen; or has never been, or no longer is, in your possession, custody, or control. If  
9 the item is not in your possession, custody or control, the statement shall specify the name and  
10 address of any natural person or organization believed to have such possession, custody or control.

11 C. In the event that any document called for is withheld from production under a claim  
12 of privilege or other claimed immunity from discovery, such document shall be identified in  
13 writing by stating (a) its author; (b) each addressee; (c) each person who has received a copy of the  
14 document; (d) the document's date, general subject matter, number of pages, attachments or  
15 appendices; (e) the present custodian of the document; and (f) the nature of the privilege or  
16 immunity asserted. If the document is withheld on attorney-client privilege grounds, the name of  
17 the attorney, name of the client, and basis for the claim of privilege shall also be identified.

18 D. If you object to the production of any document on the grounds that it is protected  
19 from disclosure by the attorney-client privilege, work-product doctrine, or any other privilege, you  
20 are requested to identify each document for which the privilege is claimed and give all information  
21 required by applicable case law, including but not limited to the following:

- 22 1. the name of the writer, sender, or initiator of each copy of the document;
- 23 2. the name of the recipient, addressee, or party to whom any copy of the  
24 document was sent;
- 25 3. the date of each copy of the document, if any, or an estimate of its date;
- 26 4. a statement of the basis for the claim of privilege; and
- 27 5. a description of the document sufficient for the Court to rule on the  
28 applicability and appropriateness of the claimed privilege.

1 E. To the extent that you object to any part of the following requests (or definitions  
2 and instructions applicable thereto), produce the documents responsive to that part of the request  
3 to which you do not object, and state specifically each ground upon which objection is made.

4 F. In the event that any document requested herein has been lost, discarded, destroyed  
5 or transferred beyond your control, identify such document by providing as much of the following  
6 information as is possible: the type of document; the date of the document; the approximate date it  
7 was lost, discarded, destroyed or transferred; the reason or reasons for disposing of the document;  
8 the identity of all persons authorizing or having knowledge of the circumstances surrounding the  
9 disposal of the document; the identity of the person(s) who lost, discarded, destroyed or  
10 transferred the document; and the identity of all persons who have knowledge of the document's  
11 contents.

12 G. It is your obligation to provide all responsive documents in your possession,  
13 custody or control. This includes documents in the possession of your attorneys, agents,  
14 representatives, other outside service providers and persons employed by you or your attorneys.

15 H. The request for production of documents herein shall be deemed continuous up to  
16 and following the date of your production such that any document requested herein which is either  
17 discovered by you or comes within your possession, custody, or control subsequent to your initial  
18 production but prior to the final conclusion of this case should be produced immediately upon its  
19 discovery or receipt.

20 **III. DOCUMENTS REQUESTED**

21 **REQUEST FOR PRODUCTION NO. 1:**

22 All DOCUMENTS disclosing or describing each alleged "business idea" that YOU  
23 contend DEFENDANT misappropriated.

24 **REQUEST FOR PRODUCTION NO. 2:**

25 All DOCUMENTS disclosing or describing each alleged trade secret that YOU contend  
26 DEFENDANT misappropriated.

27 **REQUEST FOR PRODUCTION NO. 3:**

28 All DOCUMENTS disclosing or describing each alleged item of intellectual property,

1 including, but not limited to, copyrights, trademarks, patents, or any applications thereof, that  
2 YOU contend DEFENDANT misappropriated or infringed.

3 **REQUEST FOR PRODUCTION NO. 4:**

4 All DOCUMENTS supporting YOUR contention that PLAINTIFFS and DEFENDANT  
5 entered into a partnership or joint venture.

6 **REQUEST FOR PRODUCTION NO. 5:**

7 All DOCUMENTS reflecting communications amongst YOUR employees or agents  
8 relating to YOUR alleged collaboration with DEFENDANT to develop the CrunchPad web tablet  
9 or any of its prototypes.

10 **REQUEST FOR PRODUCTION NO. 6:**

11 All DOCUMENTS reflecting communications between YOUR employees or agents and  
12 DEFENDANT'S employees or agents relating to YOUR alleged collaboration with  
13 DEFENDANT to develop the CrunchPad web tablet or any of its prototypes.

14 **REQUEST FOR PRODUCTION NO. 7:**

15 All DOCUMENTS reflecting communications between YOUR employees or agents and  
16 any third party relating to YOUR alleged collaboration with DEFENDANT to develop the  
17 CrunchPad web tablet or any of its prototypes.

18 **REQUEST FOR PRODUCTION NO. 8:**

19 All DOCUMENTS concerning DEFENDANT or any of its personnel.

20 **REQUEST FOR PRODUCTION NO. 9:**

21 All DOCUMENTS relating to YOUR projected revenues, expenses, or profits from any  
22 projected sales of the CrunchPad web tablet.

23 **REQUEST FOR PRODUCTION NO. 10:**

24 All DOCUMENTS created or drafted by YOU relating to the marketing or promotion of  
25 the CrunchPad web tablet or any of its prototypes.

26 **REQUEST FOR PRODUCTION NO. 11:**

27 All DOCUMENTS created or drafted by YOU relating to the design, technical  
28 specifications, computer code, software architecture, or hardware architecture of the CrunchPad

1 web tablet or any of its prototypes.

2 **REQUEST FOR PRODUCTION NO. 12:**

3 All DOCUMENTS containing statements made by DEFENDANT that YOU contend were  
4 false and misleading under the Lanham Act and/or the California Business and Professions Code.

5 **REQUEST FOR PRODUCTION NO. 13:**

6 All DOCUMENTS reflecting or containing alleged promises from DEFENDANT to YOU  
7 that YOU contend DEFENDANT did not fulfill.

8 **REQUEST FOR PRODUCTION NO. 14:**

9 All DOCUMENTS that YOU referenced or relied upon in responding to DEFENDANT'S  
10 Special Interrogatories, Set One, served concurrently herewith on PLAINTIFFS.

11 **REQUEST FOR PRODUCTION NO. 15:**

12 All DOCUMENTS reflecting blog posts or other internet postings that REFER TO the  
13 CrunchPad web tablet or any of its prototypes.

14 **REQUEST FOR PRODUCTION NO. 16:**

15 All DOCUMENTS reflecting blog posts or other internet postings that REFER TO the  
16 JooJoo device.

17 **REQUEST FOR PRODUCTION NO. 17:**

18 All DOCUMENTS reflecting blog posts or other internet postings that REFER TO this  
19 litigation.

20 **REQUEST FOR PRODUCTION NO. 18:**

21 All DOCUMENTS reflecting communications between YOUR employees or agents and  
22 any third party that RELATE TO this litigation.

23 **REQUEST FOR PRODUCTION NO. 19:**

24 All DOCUMENTS reflecting Non-Disclosure Agreements that RELATE TO YOUR  
25 alleged collaboration with DEFENDANT to develop the CrunchPad web tablet or any of its  
26 prototypes.

27

28

1 **REQUEST FOR PRODUCTION NO. 20:**

2 All DOCUMENTS reflecting development agreements, partnership agreements, joint  
3 venture agreements, or other written agreements that RELATE TO YOUR alleged collaboration  
4 with DEFENDANT to develop the CrunchPad web tablet or any of its prototypes, including all  
5 drafts of such agreements.

6 **REQUEST FOR PRODUCTION NO. 21:**


7 All DOCUMENTS reflecting communications between Michael Arrington and Heather  
8 Harde that RELATE TO this litigation.

9 **REQUEST FOR PRODUCTION NO. 22:**

10 All DOCUMENTS reflecting communications between Michael Arrington and Heather  
11 Harde that RELATE TO DEFENDANT.

12  
13 DATED: January 8, 2010

QUINN EMANUEL URQUHART OLIVER &  
HEDGES, LLP

14  
15  
16 By   
17 Patrick Doolittle  
18 Attorney for Defendant FUSION GARAGE PTE.  
19 LTD  
20  
21  
22  
23  
24  
25  
26  
27  
28



# **EXHIBIT B**

WRITER'S DIRECT DIAL NO.  
**(415) 875-6430**

WRITER'S INTERNET ADDRESS  
**patrickdoolittle@quinnemanuel.com**

March 10, 2010

David S. Bloch, Esq.  
Winston & Strawn, LLP  
101 California Street  
San Francisco, CA 94111-5802

Re: Interserve, Inc. et al. v. Fusion Garage PTE Ltd., No. 09-5812: Meet-and-Confer  
Regarding Plaintiffs' Objections to Fusion Garage's Discovery Requests

Dear David:

I write regarding plaintiffs' objections and responses to Fusion Garage's First Set of Interrogatories and First Set of Requests for Production, as well as plaintiffs' repeated failure to present witnesses for deposition. Given that plaintiffs have recently filed a motion for a preliminary injunction, it is critically important for Fusion Garage to obtain full and complete discovery so that it can fairly oppose the preliminary injunction motion. However, plaintiffs have objected to a number of wholly proper discovery requests that seek information going to the heart of this case.

### **Depositions**

Fusion Garage noticed the deposition of third-party Ron Conway, who we understand was a potential investor in CrunchPad, Inc. Plaintiffs served objections to this deposition notice on February 15, 2010, informed us that your firm would be representing Mr. Conway, and refused to present Mr. Conway for deposition.

Fusion Garage also served a 30(b)(6) deposition notice on TechCrunch and set the deposition for March 9, 2010. On Friday, March 5, 2010 at approximately 6:00 p.m., I received an email from your colleague, Matthew Scherb, informing me that plaintiffs objected to the deposition notice and would not be presenting a 30(b)(6) deponent on March 9, 2010.

**quinn emanuel urquhart oliver & hedges, llp**

LOS ANGELES | 865 South Figueroa Street, 10th Floor, Los Angeles, California 90017-2543 | TEL (213) 443-3000 FAX (213) 443-3100

NEW YORK | 51 Madison Avenue, 22nd Floor, New York, New York 10010-1601 | TEL (212) 849-7000 FAX (212) 849-7100

SILICON VALLEY | 555 Twin Dolphin Drive, Suite 560, Redwood Shores, California 94065-2139 | TEL: (650) 801-5000 FAX: (650) 801-5100

CHICAGO | 250 South Wacker Drive, Suite 230, Chicago, Illinois 60606-6301 | TEL (312) 463-2961 FAX (312) 463-2962

LONDON | 16 Old Bailey, London EC4M 7EG, United Kingdom | TEL +44(0) 20 7653 2000 FAX +44(0) 20 7653 2100

TOKYO | Akasaka Twin Tower Main Bldg., 6th Fl., 17-22 Akasaka 2-Chome, Minato-ku, Tokyo 107-0052, Japan | TEL +81 3 5561-1711 FAX +81 3 5561-1712

The primary objection that plaintiffs lodged with respect to both depositions is that Fusion Garage did not clear convenient dates for the depositions. However, given that plaintiffs have filed a motion for a preliminary injunction, time is of the essence. Plaintiffs have not provided alternative dates, either. Please provide us with some proposed convenient dates for these depositions.

### **Verifications**

Plaintiffs have not provided verifications to their interrogatory responses. Please provide them by Monday, March 15, 2010.

### **Written Discovery**

Plaintiffs have also objected to providing information and documents in response to discovery requests that seek directly relevant information. Specifically, plaintiffs have objected to the following categories of discovery requests, each of which is wholly proper and central to the claims and defenses in this case:

Requests Relating to the Alleged Partnership/Joint Venture: Plaintiffs have refused to provide documents or substantive interrogatory responses relating to the alleged partnership or joint venture that forms the heart of plaintiffs' claim for breach of fiduciary duty. For instance, Plaintiffs have refused to provide any documents responsive to Request for Production No. 4, which asked for "all documents supporting your contention that Plaintiffs and Defendant entered into a partnership or joint venture." Likewise, plaintiffs refused to respond to Interrogatory Nos. 8 and 9, which asked plaintiffs to identify all facts and documents supporting their contention that the parties entered into a partnership or joint venture. Remarkably, plaintiffs assert that such information and documents are irrelevant and privileged. Such objections are misguided given plaintiffs' contention that the parties entered into a partnership or joint venture that gave to fiduciary duties. This refusal to provide facts or documents relating to the alleged partnership or joint venture is improper and highly prejudicial to Fusion Garage. Plaintiffs cannot contend that Fusion Garage breached its fiduciary duty to plaintiffs while refusing to provide any information on the alleged relationship that supposedly gave rise to that fiduciary duty. Please supplement plaintiffs' responses and produce documents in support of plaintiffs' joint venture/partnership allegations.

Requests Relating to "Misappropriation of Business Ideas": Plaintiffs have also refused to respond to certain requests relating to plaintiffs' claim for "misappropriation of business ideas," and have provided inadequate responses to other requests on this topic. For instance, Interrogatory No. 3 asked plaintiffs to identify all documents that contain every allegedly protectable business idea that Fusion Garage allegedly misappropriated. Plaintiffs refused to respond to this interrogatory.

On a related note, Interrogatory No. 1 asked plaintiffs to "describe with particularity each and every 'business idea' that you contend Defendant misappropriated." Plaintiffs provided a response to this interrogatory, but the response did not describe any business ideas "with particularity." Rather, plaintiffs appears to have restated the allegations from their complaint. Plaintiffs' response sketched out the alleged collaboration between the parties and then stated, in

general terms, that plaintiffs' contributions to the collaboration are the "business ideas" that Fusion Garage misappropriated. For instance, plaintiffs wrote: "the TechCrunch and Fusion Garage employees worked together on almost every component of the project. Particular objects of attention included screen visibility issues, touch screen performance issues, user interface issues, issues relating to 'gestures' used for commands, and keyboard page design issues. *All these contributions constitute business ideas that Fusion Garage misappropriated for its private benefit.*" (emphasis added). Simply listing the broad categories of "issues" that the parties worked on does not "describe with particularity" the business ideas that Fusion Garage allegedly misappropriated. For instance, it cannot be said that the phrase "screen visibility issues" or "user interface issues" sufficiently describes a business idea or gives notice to Fusion Garage about what was allegedly misappropriated.

Rather than sketching out the alleged collaboration and making reference to broad categories of "issues" that the parties worked on, plaintiffs must provide a specific, unambiguous *list* of the business ideas that Fusion Garage allegedly misappropriated. Only then would Fusion Garage have adequate notice of exactly what was allegedly misappropriated. Please supplement this response.

Interrogatory No. 2 asked plaintiffs to state all facts to support their contention that their alleged business ideas were protectable as intellectual property. Interrogatory No. 4 asked plaintiffs to describe every alleged contribution that they made to the supposed collaboration relating to the CrunchPad web tablet. In response to both interrogatories, plaintiffs simply referred back to their deficient response to Interrogatory No. 1. Please supplement plaintiffs' responses.

Plaintiffs have also frustrated Fusion Garage's ability to identify witnesses (and take depositions) related to the alleged "business ideas" by refusing to respond to Interrogatory No. 10, which asks plaintiffs to "identify all persons affiliated with you who provided any allegedly protectable business ideas . . . to Defendant." This refusal is improper. Plaintiffs cannot frustrate Fusion Garage's ability to identify proper deponents by refusing to even name the individuals who allegedly provided these "business ideas" to Fusion Garage.

Requests Regarding Trade Secrets and Intellectual Property. Interrogatory Nos. 5 and 6 asked plaintiffs to describe their trade secrets with particularity and identify all documents containing or memorializing all of their trade secrets. Plaintiffs responded that they do "not assert a cause of action for misappropriation of trade secrets." As you know, Fusion Garage has a motion for a protective order pending in which it notes that plaintiffs have filed claims that are a subterfuge for a trade secrets claim. For the reasons articulated in that motion, plaintiffs should provide substantive responses to these discovery requests. We note that, to date, plaintiffs have refused to commit to not adding a trade secrets claim in the future.<sup>1</sup>

---

<sup>1</sup> Request for Production No. 2 seeks all documents containing the trade secrets that plaintiffs allege Fusion Garage misappropriated. Plaintiffs responded that "[n]o documents are responsive to this request."

Interrogatory No. 7 asked plaintiffs to describe with particularity every alleged item of intellectual property that that they contend Fusion Garage misappropriated. Plaintiffs responded that they are not asserting causes of action for misappropriation of trade secrets, copyrights, trademarks, patents or applications thereof. Plaintiffs do not describe any supposed “business ideas,” so we assume that that plaintiffs do not contend that business ideas are intellectual property. Moreover, plaintiffs provide a vague response that Fusion Garage “may” be engaging in trademark infringement. Please supplement this response to provide substantive information.

Similarly, Request for Production No. 3 seeks all documents disclosing or describing each alleged item of intellectual property that plaintiffs contend Fusion Garage misappropriated. Plaintiffs responded that they will produce the CrunchPad trademark application but that no other documents exist. We assume by this response that, aside from a trademark application, plaintiffs claim no intellectual property in a web tablet.

Requests Relating to the Lanham Act and fraud claims: Finally, plaintiffs have refused to provide documents relating to the Lanham Act and fraud claims in this case. For instance, Request for Production No. 12 asked for “all documents containing statements made by Defendant that you contend were false and misleading under the Lanham Act.” Request for Production No. 13 asked for “all documents reflecting alleged promises from Defendant to you that you contend Defendant did not fulfill,” and Fusion Garage’s alleged broken promises are central to the fraud claim in this case. Plaintiffs objected to both these requests on the ground that they seek “information concerning counsel’s assessment of and contentions concerning the facts and evidence in this case,” but these requests seek nothing of the sort. Fusion Garage has not asked for any documents written by counsel or otherwise disclosing counsel’s work product. Fusion Garage simply has asked for documents reflecting the statements that form the basis for plaintiffs’ Lanham Act claim and the promises that form the basis for plaintiffs’ fraud claim. Plaintiffs cannot allege false statements and promises by Fusion Garage while refusing to provide any discovery regarding the very statements and promises.

### **Documents**

Plaintiffs agreed to produce documents in response to many of Fusion Garage’s document requests. To date, we have received no documents. Please confirm that you will begin producing documents by March 15, 2010. Production on a rolling basis is sufficient so long as we receive all responsive documents shortly thereafter.

///

///

### **Conclusion**

As mentioned above, it is important that Fusion Garage receive full and complete responses to its discovery requests as soon as possible so that it has sufficient information to fully and fairly oppose plaintiffs' already-filed preliminary injunction motion. To that end, we request that plaintiffs commit to provide supplemental responses and produce documents by Monday, March 15, 2010. In any event, please respond to this letter by Friday, March 12, 2010 to inform us if plaintiffs will be supplementing their responses and producing documents by early next week.

Very truly yours,

*/s/ Patrick C. Doolittle*

*Patrick C. Doolittle*

# **EXHIBIT C**

# WINSTON & STRAWN LLP

SUITE 718, CHINA WORLD OFFICE 1  
1 JIANGUOMENWAI AVENUE  
BEIJING 100004, CHINA

214 NORTH TRYON STREET  
CHARLOTTE, NORTH CAROLINA 28202-1078

35 WEST WACKER DRIVE  
CHICAGO, ILLINOIS 60601-9703

43 RUE DU RHÔNE  
1204 GENEVA, SWITZERLAND

THE GLOUCESTER TOWER  
11TH FLOOR  
THE LANDMARK  
15 QUEEN'S ROAD CENTRAL  
HONG KONG, CHINA

99 GRESHAM STREET  
LONDON, EC2V 7NG, UK

101 CALIFORNIA STREET  
SAN FRANCISCO, CALIFORNIA 94111-5802

+1 (415) 591-1000

FACSIMILE +1 (415) 591-1400

www.winston.com

33 SOUTH GRAND AVENUE  
LOS ANGELES, CALIFORNIA 90071-1543

SUITE A350, 4 STASOVOY STREET  
MOSCOW, 119071, RUSSIAN FEDERATION

200 PARK AVENUE  
NEW YORK, NEW YORK 10166-4193

ONE RIVERFRONT PLAZA, SUITE 730  
NEWARK, NEW JERSEY 07102-5401

25 AVENUE MARCEAU, CS 31621  
75773 PARIS CEDEX 16, FRANCE

UNIT 806, SHANGHAI KERRY CENTRE  
1515 NANJING ROAD WEST  
JINGAN, SHANGHAI 200040, CHINA

1700 K STREET, N.W.  
WASHINGTON, D.C. 20006-3817

WRITER'S DIRECT DIAL NUMBER  
(415) 591-1451  
mscherb@winston.com

March 12, 2010

## **VIA EMAIL AND U.S. MAIL**

Patrick Doolittle (patrickdoolittle@quinnemanuel.com)  
QUINN EMANUEL URQUHART OLIVER & HEDGES, LLP  
50 California Street, 22<sup>nd</sup> Floor  
San Francisco, CA 94111

**Re:** *Interserve, Inc. v. Fusion Garage Pte. Ltd.*, No. 09-5812 (N.D. Cal.)  
Fusion Garage's Responses to Plaintiffs' First Sets of Interrogatories and  
Requests for Production

Dear Patrick:

I write in response to your letter of March 10, 2010.

### **Depositions**

It was Fusion Garage's failure to confer with TechCrunch over deposition dates, as the Local Civil Rules require, that has prevented the depositions from going forward. Local Civil Rule 30-1 states:

For the convenience of witnesses, counsel and parties, before noticing a deposition of a party or witness affiliated with a party, the noticing party must confer about the scheduling of the deposition with opposing counsel or, if the party is pro se, the party. A party noticing a deposition of a witness who is not a party or affiliated with a party must also meet and confer about scheduling, but may do so after serving the nonparty witness with a subpoena.



The conference must take place face-to-face or telephonically. *See* Local Civ. R. 1-5(n). TechCrunch noted Fusion Garage's failure to confer in its objections to the deposition notices and, as you note, in a separate email dated March 5, 2010.

In any event, we discussed deposition scheduling during yesterday's Rule 26(f) conference, and specifically discussed late March/early April as a likely timeframe. We have been in touch with our clients and will get back to you as soon as possible with proposed dates.

### **Verifications**

We will provide appropriate verifications for TechCrunch's responses to Fusion Garage's First Sets of Interrogatories.

### **Responses to Written Discovery**

#### **Requests Relating to the Partnership / Joint Venture.**

Interrogatories Nos. 8 and 9 and Request for Production of Documents No. 4 are early contention discovery served even before the Rule 26 conference in this case. Responding to them implicates concerns about disclosing privileged and work product materials. Meanwhile, TechCrunch has offered substantive responses to Interrogatories Nos. 1 and 11, and has offered to produce documents response to Requests for Production of Documents Nos. 5-7 and 19-20, which all bear somewhat on the topic of the parties' collaboration. Nevertheless, given the current procedural posture of the case, TechCrunch will, as a courtesy, supplement its responses to Interrogatories Nos. 8 and 9 and Request for Production of Documents No. 4. Again, it is very early in the case, and TechCrunch reserves its rights to amend these responses as the discovery and the case unfold.

#### **Requests Relating to Misappropriation of Business Ideas**

TechCrunch provided a detailed, three-and-a-half page response to Interrogatory No. 1. To the extent that Fusion Garage is able to identify concrete concerns about the particularity of certain business ideas referenced in TechCrunch's response, we can discuss those. Otherwise, we must simply disagree with your characterization of the response as lacking particularity.

Fusion Garage's Interrogatory No. 2 seeks legal arguments and conclusions as to the protectability of TechCrunch's business ideas. As such, it is essentially an attempt to inquire into information protected by the attorney client privilege and the work product doctrine. Insofar as Interrogatory No. 2 relates to the nature of the business ideas themselves, it recapitulates Interrogatory No. 1. Accordingly, it was appropriate for TechCrunch to reiterate its detailed response to Interrogatory No. 1. Similarly, the narrative response to Interrogatory No. 1

adequately answers Interrogatory No. 4, which seeks a description of TechCrunch's "contributions" to the CrunchPad project.

Interrogatory No. 10 likewise impermissibly seeks information relating to TechCrunch's contentions and legal conclusions as to the legal status of its business ideas, as well as, potentially, other sensitive or otherwise protected business, technical, and other information. Furthermore, it is not at all clear what Fusion Garage means by the phrase "allegedly protectable business ideas, trade secrets, or intellectual property," especially since this case contains no trade secret claims. However, TechCrunch will supplement its response to Interrogatory No. 10 to provide the names of TechCrunch employees who provided Fusion Garage with the business ideas identified in response to Interrogatory No. 1.

#### Requests Relating to Trade Secrets.

Fusion Garage's Interrogatories Nos. 5 and 6 and its Request for Production of Documents No. 2. seek information and documents about any trade secret that TechCrunch contends Fusion Garage misappropriated. There is no trade secret claim in this case and the interrogatories are irrelevant, overbroad, and unduly burdensome. TechCrunch's written responses to this effect are adequate.

Finally, Fusion Garage's repeated demand that TechCrunch "commit to not adding a trade secrets claim in the future" is improper. TechCrunch is not sitting on a trade secret claim and has no present intention to bring one in this case. But neither TechCrunch nor Fusion Garage can make meaningful commitments about what it will do in the future if new information were to emerge. Meanwhile, the parties must litigate only the claims actually present in the case, not other hypothetical and imaginary ones.

#### Requests Relating to Intellectual Property

With respect to Interrogatory No. 7, TechCrunch's response is both clear and responsive. The Interrogatory ask TechCrunch to describe every "item of intellectual property" including "trade secrets, copyrights, trademarks, patents" that TechCrunch contends Fusion Garage misappropriated. TechCrunch does not assert causes of action for misappropriation of trade secrets, copyrights, trademarks, or patents. The interrogatory is irrelevant. To the extent the Interrogatory asks about intellectual property other than trade secrets, copyrights, trademarks, and patents, the Interrogatory is too vague for a response. However, please note that to the extent that Fusion Garage purports to classify TechCrunch's business ideas as "intellectual property," this request appears to be merely duplicative of Interrogatory No. 1, which TechCrunch has answered.

As to possible infringing use of the CRUNCHPAD mark, TechCrunch has nothing additional to add as this time, and notes that most information regarding infringement, if any, would be uniquely within the knowledge, possession and control of Fusion Garage.

Patrick Doolittle  
March 12, 2010  
Page 4

Fusion Garage's Request for Production of Documents No. 3, which seeks "documents disclosing or describing" all "intellectual property" has the same issues as Interrogatory No. 7 and TechCrunch's response is adequate.

Requests Relating to the Lanham Act and Fraud Claims

TechCrunch will supplement its responses to Fusion Garage's Document Requests Nos. 12 and 13

**TechCrunch Will Produce Documents Responsive to Fusion Garage's Request for Production.**

TechCrunch will begin producing responsive documents on Monday, March 15, 2010 as Fusion Garage requested. We understand from yesterday's Rule 26 conference that Fusion Garage will also produce documents next week to supplement the 13 pages it has produced to date.

Best regards,

/s/ Matthew A. Scherb

# **EXHIBIT D**

1 Andrew P. Bridges (SBN: 122761)  
Abridges@winston.com  
2 David S. Bloch (SBN: 184530)  
DBloch@winston.com  
3 Matthew A. Scherb (SBN: 237461)  
MScherb@winston.com  
4 WINSTON & STRAWN LLP  
101 California Street  
5 San Francisco, CA 94111-5802  
Telephone: (415) 591-1000  
6 Facsimile: (415) 591-1400

7 Attorneys for Plaintiffs

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

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

14 Plaintiffs,

15 vs.

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

17 Defendant.

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

**PLAINTIFFS' SUPPLEMENTAL  
RESPONSE TO FUSION GARAGE PTE.  
LTD.'S REQUEST FOR PRODUCTION OF  
DOCUMENTS (SET ONE)**

[Supplementing Responses to Request Nos. 4,  
12, and 13]

19  
20 Plaintiffs Interserve, Inc. d/b/a TechCrunch and CrunchPad, Inc. hereby respond to Fusion  
21 Garage Pte. Ltd.'s Request for Production of Documents (Set One) as follows:

22 **GENERAL OBJECTIONS**

23 Plaintiffs makes the following general objections, whether or not separately set forth in  
24 response to each and every instruction, definition and request for production:

25 1. Plaintiffs object to each request to the extent that it seeks information that is protected  
26 by the attorney-client privilege, the work product privilege and/or any other applicable privilege.  
27 Such information will not be disclosed. Any inadvertent disclosure of such information shall not be  
28

1 deemed a waiver of the attorney-client privilege, the attorney work product doctrine, or any other  
2 applicable privilege or immunity recognized by statute or case law.

3 2. Plaintiffs object to each request to the extent that it seeks information protected by a  
4 constitutional right of privacy or applicable privacy law.

5 3. Plaintiffs object to each request to the extent that it seeks information not reasonably  
6 related to the claims or defenses in this matter.

7 4. Plaintiffs object to each request, and the instructions contained therein, to the extent  
8 they purport to impose any requirement or discovery obligation on Plaintiffs other than those set  
9 forth in the Federal Rules of Civil Procedure and the applicable rules of this Court.

10 5. Plaintiffs respond to the requests with information of which they are now aware and  
11 reserve the right to modify or amend their responses if and when they become aware of information  
12 not reflected in these responses.

13 **RESPONSE TO REQUESTS FOR PRODUCTION**

14 **REQUEST NO. 1**

15 All DOCUMENTS disclosing or describing each alleged "business idea" that YOU contend  
16 DEFENDANT misappropriated.

17 **RESPONSE TO REQUEST NO. 1**

18 Plaintiffs object to this request as vague and ambiguous as to the meaning of "alleged  
19 'business idea.'" Plaintiffs also object to the extent this requests seeks information protected by the  
20 attorney-client privilege or the work product doctrine.

21 Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs will  
22 produce non-privileged responsive documents, if any, within Plaintiffs' possession, custody, or  
23 control that Plaintiffs locate after a reasonable and diligent search.

24 **REQUEST NO. 2**

25 All DOCUMENTS disclosing or describing each alleged trade secret that YOU contend  
26 DEFENDANT misappropriated.

**RESPONSE TO REQUEST NO. 2**

Plaintiffs do not allege misappropriation of trade secrets in their Complaint. No documents are responsive to this request.

**REQUEST NO. 3**

All DOCUMENTS disclosing or describing each alleged item of intellectual property, including, but not limited to, copyrights, trademarks, patents, or any applications thereof that YOU contend DEFENDANT misappropriated or infringed.

**RESPONSE TO REQUEST NO. 3**

Plaintiffs do not allege misappropriation of copyrights, trademarks, patents, or any applications thereof in their Complaint. Subject to this objection, Plaintiffs will produce the CRUNCHPAD trademark application. There are no other documents responsive to this request.

**REQUEST NO. 4**

All DOCUMENTS supporting YOUR contention that PLAINTIFFS and DEFENDANT entered into a partnership or joint venture.

**RESPONSE TO REQUEST NO. 4**

Plaintiffs object that this request is overbroad and unduly burdensome and seeks information outside the scope of permissible discovery because it seeks information that is not relevant to the subject matter of this action and because it is not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs further object to this request as vague and ambiguous. Plaintiffs also object to the extent this requests seeks information protected by the attorney-client privilege or the work product doctrine, especially to the extent it seeks to discover information concerning counsel's legal conclusions regarding the partnership or joint venture between Plaintiffs and Defendant.

**SUPPLEMENTAL RESPONSE TO REQUEST NO. 4**

Plaintiffs object that this request is overbroad and unduly burdensome and seeks information outside the scope of permissible discovery because it seeks information that is not relevant to the subject matter of this action and because it is not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs further object to this request as vague and ambiguous. Plaintiffs also object to the extent this requests seeks information protected by the attorney-client privilege or the

1 work product doctrine, especially to the extent it seeks to discover information concerning counsel's  
2 legal conclusions regarding the partnership or joint venture between Plaintiffs and Defendant.

3 Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs will  
4 produce non-privileged responsive documents, if any, within Plaintiffs' possession, custody, or  
5 control that Plaintiffs locate after a reasonable and diligent search.

6 **REQUEST NO. 5**

7 All DOCUMENTS reflecting communications amongst YOUR employees or agents relating  
8 to YOUR alleged collaboration with DEFENDANT to develop the CrunchPad web tablet or any of  
9 its prototypes.

10 **RESPONSE TO REQUEST NO. 5**

11 Plaintiffs object to this request as vague and ambiguous as to the phrase "your alleged  
12 collaboration." Plaintiffs also object to the extent this requests information protected by the  
13 attorney-client privilege or the work product doctrine.

14 Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs will  
15 produce non-privileged responsive documents, if any, within Plaintiffs' possession, custody, or  
16 control that Plaintiffs locate after a reasonable and diligent search.

17 **REQUEST NO. 6**

18 All DOCUMENTS reflecting communications between YOUR employees or agents and  
19 DEFENDANT'S employees or agents relating to YOUR alleged collaboration with DEFENDANT  
20 to develop the CrunchPad web tablet or any of its prototypes.

21 **RESPONSE TO REQUEST NO. 6**

22 Plaintiffs object to this request as vague and ambiguous with respect to the phrase "your  
23 alleged collaboration." Plaintiffs also object to the extent this requests information protected by the  
24 attorney-client privilege or the work product doctrine.

25 Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs will  
26 produce non-privileged responsive documents, if any, within Plaintiffs' possession, custody, or  
27 control that Plaintiffs locate after a reasonable and diligent search.  
28



1 **REQUEST NO. 7**

2 All DOCUMENTS reflecting communications between YOUR employees or agents and any  
3 third party relating to YOUR alleged collaboration with DEFENDANT to develop the CrunchPad  
4 web tablet or any of its prototypes.

5 **RESPONSE TO REQUEST NO. 7**

6 Plaintiffs object to this request as vague and ambiguous with respect to the phrase “your  
7 alleged collaboration.” Plaintiffs also object to the extent this requests information protected by the  
8 attorney-client privilege or the work product doctrine.

9 Without waiving and subject to Plaintiffs’ general and specific objections, Plaintiffs will  
10 produce non-privileged responsive documents, if any, within Plaintiffs’ possession, custody, or  
11 control that Plaintiffs locate after a reasonable and diligent search.

12 **REQUEST NO. 8**

13 All DOCUMENTS concerning DEFENDANT or any of its personnel.

14 **RESPONSE TO REQUEST NO. 8**

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

21 Without waiving and subject to Plaintiffs’ general and specific objections, Plaintiffs will  
22 produce non-privileged responsive documents, if any, within Plaintiffs’ possession, custody, or  
23 control that Plaintiffs locate after a reasonable and diligent search.

24 **REQUEST NO. 9**

25 All DOCUMENTS relating to YOUR projected revenues, expenses, or profits from any  
26 projected sales of the CrunchPad web tablet.

1 **RESPONSE TO REQUEST NO. 9**

2 Plaintiffs object to this request as vague and ambiguous with respect to “projected ...  
3 expenses” and “projected sales”. Plaintiffs also object to the extent this requests information  
4 protected by the attorney-client privilege or the work product doctrine, and also to the extent that it  
5 prematurely seeks expert testimony or reports.

6 Without waiving and subject to Plaintiffs’ general and specific objections, Plaintiffs will  
7 produce non-privileged responsive documents, if any, within Plaintiffs’ possession, custody, or  
8 control that Plaintiffs locate after a reasonable and diligent search.

9 **REQUEST NO. 10**

10 All DOCUMENTS created or drafted by YOU relating to the marketing or promotion of the  
11 CrunchPad web tablet or any of its prototypes.

12 **RESPONSE TO REQUEST NO. 10**

13 Plaintiffs also object to the extent this requests information protected by the attorney-client  
14 privilege or the work product doctrine.

15 Without waiving and subject to Plaintiffs’ general and specific objections, Plaintiffs will  
16 produce non-privileged responsive documents, if any, within Plaintiffs’ possession, custody, or  
17 control that Plaintiffs locate after a reasonable and diligent search.

18 **REQUEST NO. 11**

19 All DOCUMENTS created or drafted by YOU relating to the design, technical specifications,  
20 computer code, software architecture, or hardware architecture of the CrunchPad web tablet or any  
21 of its prototypes.

22 **RESPONSE TO REQUEST NO. 11**

23 Plaintiffs object that this request is overbroad and unduly burdensome and seeks information  
24 outside the scope of permissible discovery because it seeks information that is not relevant to the  
25 subject matter of this action and because it is not reasonably calculated to lead to the discovery of  
26 admissible evidence. Plaintiffs also object to the extent this requests information protected by the  
27 attorney-client privilege or the work product doctrine.  
28

1 Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs will  
2 produce non-privileged responsive documents, if any, within Plaintiffs' possession, custody, or  
3 control that Plaintiffs locate after a reasonable and diligent search.

4 **REQUEST NO. 12**

5 All DOCUMENTS containing statements made by DEFENDANT that YOU contend were  
6 false and misleading under the Lanham Act and/or the California Business and Professions Code.

7 **RESPONSE TO REQUEST NO. 12**

8 Plaintiffs object to this request as vague and ambiguous. Plaintiffs also object to the extent  
9 this requests information protected by the attorney-client privilege or the work product doctrine, in  
10 that it seeks information concerning counsel's assessment of and contentions concerning the facts  
11 and evidence in this case.

12 **SUPPLEMENTAL RESPONSE TO REQUEST NO. 12**

13 Plaintiffs object to this request as vague and ambiguous. Plaintiffs also object to the extent  
14 this requests information protected by the attorney-client privilege or the work product doctrine, in  
15 that it seeks information concerning counsel's assessment of and contentions concerning the facts  
16 and evidence in this case.

17 Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs will  
18 produce non-privileged responsive documents, if any, within Plaintiffs' possession, custody, or  
19 control that Plaintiffs locate after a reasonable and diligent search.

20 **REQUEST NO. 13**

21 All DOCUMENTS reflecting or containing alleged promises from DEFENDANT to YOU  
22 that YOU contend DEFENDANT did not fulfill.

23 **RESPONSE TO REQUEST NO. 13**

24 Plaintiffs object that this request is overbroad and unduly burdensome and seeks information  
25 outside the scope of permissible discovery because it seeks information that is not relevant to the  
26 subject matter of this action and because it is not reasonably calculated to lead to the discovery of  
27 admissible evidence. Plaintiffs further object to this request as vague and ambiguous with respect to  
28 the phrase "reflecting or containing alleged promises." Plaintiffs also object to the extent this

1 requests information protected by the attorney-client privilege or the work product doctrine, in that it  
2 seeks information concerning counsel's assessment of and contentions concerning the facts and  
3 evidence in this case.

4 **SUPPLEMENTAL RESPONSE TO REQUEST NO. 13**

5 Plaintiffs object that this request is overbroad and unduly burdensome and seeks information  
6 outside the scope of permissible discovery because it seeks information that is not relevant to the  
7 subject matter of this action and because it is not reasonably calculated to lead to the discovery of  
8 admissible evidence. Plaintiffs further object to this request as vague and ambiguous with respect to  
9 the phrase "reflecting or containing alleged promises." Plaintiffs also object to the extent this  
10 requests information protected by the attorney-client privilege or the work product doctrine, in that it  
11 seeks information concerning counsel's assessment of and contentions concerning the facts and  
12 evidence in this case.

13 Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs will  
14 produce non-privileged responsive documents, if any, within Plaintiffs' possession, custody, or  
15 control that Plaintiffs locate after a reasonable and diligent search.

16 **REQUEST NO. 14**

17 All DOCUMENTS that YOU referenced or relied upon in responding to DEFENDANT'S  
18 Special Interrogatories, Set One, served concurrently herewith on PLAINTIFFS.

19 **RESPONSE TO REQUEST NO. 14**

20 Plaintiffs object that this request is overbroad and unduly burdensome and seeks information  
21 outside the scope of permissible discovery because it seeks information that is not relevant to the  
22 subject matter of this action and because it is not reasonably calculated to lead to the discovery of  
23 admissible evidence. Plaintiffs further object to this request as vague and ambiguous. Plaintiffs also  
24 object to the extent this requests information protected by the attorney-client privilege or the work  
25 product doctrine, in that it seeks information concerning documents counsel consulted or considered  
26 important in responding to Fusion Garage's interrogatories.  
27  
28

1 **REQUEST NO. 15**

2 All DOCUMENTS reflecting blog posts or other internet postings that REFER TO the  
3 CrunchPad web tablet or any of its prototypes.

4 **RESPONSE TO REQUEST NO. 15**

5 To the extent that this request seeks information posted on Plaintiffs' blog, Plaintiffs object  
6 that this information is equally available to Defendant. To the extent this request seeks information  
7 posted on blogs other than Plaintiffs' blog, Plaintiffs object to the extent this request seeks  
8 documents that are not in Plaintiffs' possession, custody, or control.

9 Plaintiffs object that this request is overbroad and unduly burdensome and seeks information  
10 outside the scope of permissible discovery because it seeks information that is not relevant to the  
11 subject matter of this action and because it is not reasonably calculated to lead to the discovery of  
12 admissible evidence. Plaintiffs further object to this request as vague and ambiguous. Plaintiffs also  
13 object to the extent this requests information protected by the attorney-client privilege or the work  
14 product doctrine.

15 Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs will  
16 produce non-privileged responsive documents, if any, within Plaintiffs' possession, custody, or  
17 control that Plaintiffs locate after a reasonable and diligent search.

18 **REQUEST NO. 16**

19 All DOCUMENTS reflecting blog posts or other internet postings that REFER TO the  
20 JooJoo device.

21 **RESPONSE TO REQUEST NO. 16**

22 To the extent that this request seeks information posted on Plaintiffs' blog, Plaintiffs object  
23 that this information is equally available to Defendant. To the extent this request seeks information  
24 posted on blogs other than Plaintiffs' blog, Plaintiffs object to the extent this request seeks  
25 documents that are not in Plaintiffs' possession, custody, or control.

26 Plaintiffs object that this request is overbroad and unduly burdensome and seeks information  
27 outside the scope of permissible discovery because it seeks information that is not relevant to the  
28 subject matter of this action and because it is not reasonably calculated to lead to the discovery of

1 admissible evidence. Plaintiffs further object to this request as vague and ambiguous. Plaintiffs also  
2 object to the extent this requests information protected by the attorney-client privilege or the work  
3 product doctrine.

4 Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs will  
5 produce non-privileged responsive documents, if any, within Plaintiffs' possession, custody, or  
6 control that Plaintiffs locate after a reasonable and diligent search.

7 **REQUEST NO. 17**

8 All DOCUMENTS reflecting blog posts or other internet postings that REFER TO this  
9 litigation.

10 **RESPONSE TO REQUEST NO. 17**

11 To the extent that this request seeks information posted on Plaintiffs' blog, Plaintiffs object  
12 that this information is equally available to Defendant. To the extent this request seeks information  
13 posted on blogs other than Plaintiffs' blog, Plaintiffs object to the extent this request seeks  
14 documents that are not in Plaintiffs' possession, custody, or control.

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

21 Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs will  
22 produce non-privileged responsive documents, if any, within Plaintiffs' possession, custody, or  
23 control that Plaintiffs locate after a reasonable and diligent search.

24 **REQUEST NO. 18**

25 All DOCUMENTS reflecting communications between YOUR employees or agents and any  
26 third party that RELATE TO this litigation.  
27  
28

1 **RESPONSE TO REQUEST NO. 18**

2 Plaintiffs object that this request is overbroad and unduly burdensome and seeks information  
3 outside the scope of permissible discovery because it seeks information that is not relevant to the  
4 subject matter of this action and because it is not reasonably calculated to lead to the discovery of  
5 admissible evidence. Plaintiffs further object to this request as vague and ambiguous. Plaintiffs also  
6 object to the extent this requests information protected by the attorney-client privilege or the work  
7 product doctrine.

8 Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs will  
9 produce non-privileged responsive documents, if any, within Plaintiffs' possession, custody, or  
10 control that Plaintiffs locate after a reasonable and diligent search.

11 **REQUEST NO. 19**

12 All DOCUMENTS reflecting Non-Disclosure Agreements that RELATE TO YOUR alleged  
13 collaboration with DEFENDANT to develop the CrunchPad web tablet or any of its prototypes.

14 **RESPONSE TO REQUEST NO. 19**

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

21 Plaintiffs are not aware of any non disclosure agreements between Fusion Garage and the  
22 Plaintiffs. Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs will  
23 produce non-privileged responsive documents, if any, within Plaintiffs' possession, custody, or  
24 control that Plaintiffs locate after a reasonable and diligent search.

25 **REQUEST NO. 20**

26 All DOCUMENTS reflecting development agreements, partnership agreements, joint venture  
27 agreements, or other written agreements that RELATE TO YOUR alleged collaboration with  
28

1 DEFENDANT to develop the CrunchPad web tablet or any of its prototypes, including all drafts of  
2 such agreements.

3 **RESPONSE TO REQUEST NO. 20**

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

10 Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs will  
11 produce non-privileged responsive documents, if any, within Plaintiffs' possession, custody, or  
12 control that Plaintiffs locate after a reasonable and diligent search.

13 **REQUEST NO. 21**

14 All DOCUMENTS reflecting communications between Michael Arrington and Heather  
15 Harde that RELATE TO this litigation.

16 **RESPONSE TO REQUEST NO. 21**

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

23 Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs will  
24 produce non-privileged responsive documents, if any, within Plaintiffs' possession, custody, or  
25 control that Plaintiffs locate after a reasonable and diligent search.

26 **REQUEST NO. 22**

27 All DOCUMENTS reflecting communications between Michael Arrington and Heather  
28 Harde that RELATE TO DEFENDANT.



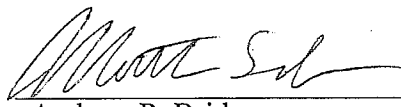
1 **RESPONSE TO REQUEST NO. 22**

2 Plaintiffs object that this request is overbroad and unduly burdensome and seeks information  
3 outside the scope of permissible discovery because it seeks information that is not relevant to the  
4 subject matter of this action and because it is not reasonably calculated to lead to the discovery of  
5 admissible evidence. Plaintiffs further object to this request as vague and ambiguous. Plaintiffs also  
6 object to the extent this requests information protected by the attorney-client privilege or the work  
7 product doctrine.

8 Without waiving and subject to Plaintiffs' general and specific objections, Plaintiffs will  
9 produce non-privileged responsive documents, if any, within Plaintiffs' possession, custody, or  
10 control that Plaintiffs locate after a reasonable and diligent search.

11  
12 Dated: March 19, 2010

WINSTON & STRAWN LLP

13  
14 By:   
15 Andrew P. Bridges  
16 David S. Bloch  
Matthew A. Scherb

17 Attorneys for Plaintiffs

18 SF:276927.1  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PROOF OF SERVICE**

**Case Name:** *Interserve, Inc. dba TechCrunch and Crunchpad v. Fusion Garage Pte. Ltd.*  
**Court:** U.S. District Court, Northern District of California  
**Case No.:** C 09-cv-5812 JW (PVT)

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Winston & Strawn LLP, 101 California Street, San Francisco, CA 94111-5894. On March 19, 2010 I served the within document:

**PLAINTIFFS' SUPPLEMENTAL RESPONSE TO FUSION GARAGE PTD. LTD'S  
REQUEST FOR PRODUCTION OF DOCUMENTS (SET ONE)**

By placing the document listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, addressed as set forth below.

Patrick C. Doolittle  
Claude M. Stern  
Joshua Sohn  
QUINN EMANUEL URQUHART OLIVER & HEDGES  
[patrickdoolittle@quinnemanuel.com](mailto:patrickdoolittle@quinnemanuel.com)  
[claudestern@quinnemanuel.com](mailto:claudestern@quinnemanuel.com)  
[joshuasohn@quinnemanuel.com](mailto:joshuasohn@quinnemanuel.com)  
50 California Street, 22<sup>nd</sup> Floor  
San Francisco, CA 94111  
Phone: (415) 875-6600  
Facsimile: (415) 875-6700

I declare that I am employed in the office of a member of the bar of this court whose direction the service was made.

Executed on March 19, 2010 at San Francisco, California.

  
Linda Smith

# **EXHIBIT E**

## Joshua Sohn

---

**From:** Bloch, David S. [DBloch@winston.com]  
**Sent:** Tuesday, March 30, 2010 3:55 PM  
**To:** Patrick Doolittle; Joshua Sohn; Scherb, Matthew A.  
**Subject:** RE: Interserve, Inc. v. Fusion Garage PTE Ltd.: Letter from Doolittle to Bloch and Scherb

Hi, Patrick:

We're glad to move the hearing by a week, as you requested yesterday. I assume you can draft the papers?

Given that shift in dates, you can review Mr. Arrington's documents prior to his deposition next week (any day but Friday) to avoid the purported prejudice raised by your letter of earlier today.

As to Mr. Rathakrishnan's deposition, if he won't be in the United States in April, we'll depose him in Singapore. But we do expect that deposition to proceed a suitable time before our reply brief is due. Please let us know soonest when he's available.

As to Fusion Garage's tardy production, suffice it to say that we disagree that this is a "different issue." A protective order is now in place and we still have not received documents relevant to the pending motion and to which TechCrunch is entitled, including the McGrath Powers production. Are additional documents forthcoming? Please advise. Thanks much.

Best--DSB

**David S. Bloch**  
Partner

Winston & Strawn LLP  
101 California Street  
San Francisco, CA 94111-5894  
T: +1 (415) 591-1452  
F: +1 (415) 591-1400

[bio](#) | [vcard](#) | [email](#) | [www.winston.com](#)

WINSTON  
& STRAWN  
LLP

---

**From:** Patrick Doolittle [mailto:patrickdoolittle@quinnemanuel.com]  
**Sent:** Tuesday, March 30, 2010 2:44 PM  
**To:** Bloch, David S.; Joshua Sohn; Scherb, Matthew A.  
**Subject:** RE: Interserve, Inc. v. Fusion Garage PTE Ltd.: Letter from Doolittle to Bloch and Scherb

We plan to proceed with the deposition on April 2, 2010. We can't move it in light of the scheduled hearing date on the Preliminary Injunction motion. Fusion Garage's document production is a different issue than Plaintiffs' document production – plaintiffs are moving parties on a motion for a preliminary injunction and have already filed the motion.

---

**From:** Bloch, David S. [mailto:DBloch@winston.com]  
**Sent:** Tuesday, March 30, 2010 1:52 PM  
**To:** Joshua Sohn; Scherb, Matthew A.

**Cc:** Patrick Doolittle

**Subject:** RE: Interserve, Inc. v. Fusion Garage PTE Ltd.: Letter from Doolittle to Bloch and Scherb

Hi, all:

In response to Patrick's letter, below, we should be producing the balance of Mr. Arrington's documents by the end of the week, with other documents to follow next week. Fusion Garage has produced a total of 50 pages of material to date despite having been served with discovery first and in the face of a court order that specifically contemplated an early request for preliminary injunctive relief, so is in no position to complain about the pace of production.

We are glad to push the Arrington deposition into next week to allow Fusion Garage to review the rest of his documents in advance of his deposition. Please advise what dates (other than April 9) you would prefer. But we decline your request to withdraw the motion to impose a constructive trust on Fusion Garage's JooJoo-related revenues.

Best--DSB

**David S. Bloch**  
Partner

Winston & Strawn LLP  
101 California Street  
San Francisco, CA 94111-5894  
T: +1 (415) 591-1452  
F: +1 (415) 591-1400

bio | vcard | email | [www.winston.com](http://www.winston.com)

WINSTON  
& STRAWN  
LLP

---

**From:** Joshua Sohn [mailto:Joshuasohn@quinnemanuel.com]  
**Sent:** Tuesday, March 30, 2010 11:22 AM  
**To:** Bloch, David S.; Scherb, Matthew A.  
**Cc:** Patrick Doolittle  
**Subject:** Interserve, Inc. v. Fusion Garage PTE Ltd.: Letter from Doolittle to Bloch and Scherb

Dear counsel,

Please see the attached letter from Patrick Doolittle.

**Joshua Sohn**  
*Associate,*  
Quinn Emanuel Urquhart & Sullivan, LLP

50 California Street, 22nd Floor  
San Francisco, CA 94111  
415-875-6415 Direct  
415.875.6600 Main Office Number  
415.875.6700 FAX  
Joshuasohn@quinnemanuel.com  
[www.quinnemanuel.com](http://www.quinnemanuel.com)

NOTICE: The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. This message may be an attorney-client communication and/or work product and as such is privileged and confidential. If the reader of this message is not the intended recipient or agent responsible for delivering it to the intended recipient, you are hereby notified that you

have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.

The contents of this message may be privileged and confidential. Therefore, if this message has been received in error, please delete it without reading it. Your receipt of this message is not intended to waive any applicable privilege. Please do not disseminate this message without the permission of the author.

\*\*\*\*\*

Any tax advice contained in this email was not intended to be used, and cannot be used, by you (or any other taxpayer) to avoid penalties under the Internal Revenue Code of 1986, as amended.

The contents of this message may be privileged and confidential. Therefore, if this message has been received in error, please delete it without reading it. Your receipt of this message is not intended to waive any applicable privilege. Please do not disseminate this message without the permission of the author.

\*\*\*\*\*

Any tax advice contained in this email was not intended to be used, and cannot be used, by you (or any other taxpayer) to avoid penalties under the Internal Revenue Code of 1986, as amended.

# **EXHIBIT F**

**quinn emanuel trial lawyers | san francisco**

50 California Street, 22nd Floor, San Francisco, California 94111-4788 | TEL: (415) 875-6600 FAX: (415) 875-6700

WRITER'S DIRECT DIAL NO.  
**(415) 875-6430**

WRITER'S INTERNET ADDRESS  
**patrickdoolittle@quinnemanuel.com**

March 31, 2010

David S. Bloch, Esq.  
Matthew Scherb, Esq.  
Winston & Strawn, LLP  
101 California Street  
San Francisco, CA 94111-5802

Re: Interserve, Inc. et al. v. Fusion Garage PTE Ltd., No. 09-5812: Plaintiffs' Discovery Responses

Dear David and Matt:

We write regarding Plaintiffs' supplemental responses to Fusion Garage's Interrogatories and Plaintiffs' document production, both of which remain insufficient in several respects. Given that Fusion Garage will soon be taking the 30(b)(6) deposition of Plaintiff TechCrunch, as well as filing its opposition brief to Plaintiffs' motion for preliminary injunction, it is critical that Fusion Garage receive full and complete discovery responses as soon as possible. Specifically, Fusion Garage requests that Plaintiffs supplement their interrogatory responses and/or document production in the following areas:

Plaintiffs' response to Interrogatory No. 1 states that "Mr. Rathakrishnan was hosted by TechCrunch's Keith Teare and, through Mr. Teare, introduced to multiple potential investors in the CrunchPad product. Potential investors contacted by TechCrunch during this period included Intel, Dell, HP, NVidia, The New York Times, LG, Merus Capital, Atlas Ventures, Ron Conway, and First Round Capital." Please ensure Plaintiffs' document production includes all communications between TechCrunch and these potential investors during the time of the alleged collaboration. We note that such communications are responsive to Fusion Garage's Request for Production No. 7, which asks for: "[a]ll documents reflecting communications between your employees and agents and any third party relating to your alleged collaboration with Defendant to develop the CrunchPad web tablet or any of its prototypes."

**quinn emanuel urquhart & sullivan, llp**

LOS ANGELES | 865 South Figueroa Street, 10th Floor, Los Angeles, California 90017-2543 | TEL (213) 443-3000 FAX (213) 443-3100  
NEW YORK | 51 Madison Avenue, 22nd Floor, New York, New York 10010-1601 | TEL (212) 849-7000 FAX (212) 849-7100  
SILICON VALLEY | 555 Twin Dolphin Drive, 5th Floor, Redwood Shores, California 94065-2139 | TEL (650) 801-5000 FAX (650) 801-5100  
CHICAGO | 500 W. Madison Street, Suite 2450, Chicago, Illinois 60661-2510 | TEL (312) 463-2961 FAX (312) 463-2962  
LONDON | 16 Old Bailey, London EC4M 7EG, United Kingdom | TEL +44(0) 20 7653 2000 FAX +44(0) 20 7653 2100  
TOKYO | Akasaka Twin Tower Main Bldg., 6th Floor, 17-22 Akasaka 2-Chome, Minato-ku, Tokyo 107-0052, Japan | TEL +81 3 5561-1711 FAX +81 3 5561-1712  
MANNHEIM | Erzbergerstraße 5, 68165 Mannheim, Germany | TEL +49(0) 621 43298 6000 FAX +49(0) 621 43298 6100



Plaintiffs' response to Interrogatory No. 1 also quotes a blog post from Michael Arrington stating that "there is now a team working on the project, and an incredible group of people and companies have reached out to us to help." Please identify all members of the "team working on the project" and identify all persons and companies who comprise the "incredible group" that Arrington referenced. In addition, please ensure that Plaintiffs' document production includes all communications amongst the "team" and with the "incredible group." We note that such communications are relevant to Fusion Garage's Request for Production No. 7 as well as Request for Production No. 5, which asks for "[a]ll documents reflecting communications amongst your employees or agents relating to your alleged collaboration with Defendant to develop the CrunchPad web tablet or any of its prototypes."

Plaintiffs' response to Interrogatory No. 1 also refers to "the contributions of Mr. Monier and the other CrunchPad-affiliated individuals referenced in this Fusion Garage blog post." However, the Fusion Garage blog post referenced in this response does not identify any individuals besides Mr. Monier. Please identify "the other CrunchPad-affiliated individuals" referred to in this interrogatory response, and please ensure that Plaintiffs' document production includes all communications between or among these "CrunchPad-affiliated individuals." We note that such communications are relevant to Fusion Garage's Requests for Production No. 5 and 7.

Plaintiffs' response to Interrogatory No. 1 also quotes a Fusion Garage blog post stating that "[w]e continue to work with Louis Monier on the feature set and user experience." Given that Interrogatory No. 1 asks Plaintiffs to identify the business ideas that Fusion Garage allegedly misappropriated, please clarify whether you contend that the "user experience" is a business idea that Fusion Garage misappropriated and how that could be the case.

Plaintiffs' response to Interrogatory No. 1 also states that:

the CrunchPad's design and specifications, performance characteristics (including boot speed that Defendant prominently features in the advertising and promotion of its JooJoo product), software architecture, hardware platform design and component sourcing, hardware form factor and other designs, driver integration, application programming interface, user interface, and documentation all constitute business ideas conceived and developed by CrunchPad Inc. and misappropriated by Fusion Garage for its own private benefit.

This response is overly general and in many respects merely restates the allegations in the Complaint. For instance, *every* electronic device contains "software architecture" and a "hardware platform design." In order to describe the alleged business ideas at issue here, Plaintiffs must specify the *type* of hardware and software that Fusion Garage allegedly misappropriated. The same goes for all the other "business ideas" recited in Plaintiffs' response to Interrogatory No. 1 – Plaintiffs must provide much more specificity about what these "business ideas" comprised. Additionally, Plaintiffs must ensure that their document production includes documents embodying each of the "business ideas" in their Interrogatory Response. This includes the "business ideas" listed in the above paragraph as well as the other "business ideas" listed in Plaintiffs' response, including: (a) screen visibility issues; (b) touch screen performance issues; (c) user interface issues; (d) issues relating to 'gestures' used for commands;

(e) keyboard design issues; (f) the use of a large-screen touch-screen device; (g) the function of booting extremely rapidly and straight to a browser; (h) the lack of a desktop; (i) no hard drive other than for the software footprint; (j) the use of a white instead of a black background to better display web pages; (k) the use of large icons on the home screen so that users can quickly navigate to their favorite web pages; (l) the use of video proxied directly to the device so that video can be played without the use of a flash player; (m) the application programming interface, or API, with the browser for custom applications; and (n) the idea and know how for empowering the device to play video output to a resolution of 1080p, also known as full high definition.

Plaintiffs have refused to provide any substantive response to Interrogatory No. 2, which asks Plaintiffs to state all facts supporting their contention that each alleged business idea is protectable as intellectual property or otherwise. The only “response” Plaintiffs have provided to this Interrogatory is to say that “[a] business idea need not be protectable as intellectual property to be protected against misappropriation.” This general statement does not answer the Interrogatory. Please supplement this response so as to disclose the facts supporting Plaintiffs’ contention that each of their alleged business ideas is protectable.

Plaintiffs have refused to provide any response to Interrogatory No. 3, which asks Plaintiffs to “identify all documents that contain or memorialize every allegedly protectable business idea that you identified in response to Interrogatory No. 1.” This refusal is improper. Having brought a supposed claim for misappropriation of business ideas, Plaintiffs have an obligation to both identify and produce the documents containing the alleged business ideas at issue. Moreover, this interrogatory does not seek communications with Plaintiffs’ counsel or documents created by counsel, so Plaintiffs’ privilege and work product objections are unfounded.

Plaintiffs have not properly responded to Interrogatory No. 5, which asks Plaintiffs to “describe with particularity the entire content of every alleged trade secret the you contend Defendant misappropriated.” Plaintiffs sought to avoid answering this interrogatory by stating that they “do[] not assert a cause of action for misappropriation of trade secrets.” That doesn't answer the question. If this is meant to be an admission that Fusion Garage has not misappropriated any trade secrets, then Plaintiffs should expressly say so. Otherwise, Plaintiffs should specifically identify whatever trade secrets Fusion Garage *has* allegedly misappropriated.

Interrogatory No. 7 asks Plaintiffs to “describe with particularity every alleged item of intellectual property, including, but not limited to trade secrets, copyrights, trademarks, patents, or any applications thereof, that you contend Defendant misappropriated.” Plaintiffs’ response asserts that they “do[] not assert causes of action for misappropriation of trade secrets, copyrights, trademarks, patents, or applications thereof in [their] Complaint.” Again, this does not answer the question. If Plaintiffs mean to say that Fusion Garage has not misappropriated any intellectual property, then Plaintiffs should expressly say so. Otherwise, Plaintiffs should specifically identify whatever intellectual property Fusion Garage *has* allegedly misappropriated. Simply stating that Plaintiffs are not asserting an intellectual property cause of action does not answer this interrogatory, and Plaintiffs therefore must supplement their response. Furthermore, Interrogatory No. 7 expressly encompasses *all* items of intellectual property and is not limited to trade secrets, copyrights, trademarks, patents, or applications thereof. Thus, Plaintiffs should not

limit their response to any specific classes of intellectual property (or causes of action related thereto), but should instead describe *any* alleged item of intellectual property that they contend Fusion Garage misappropriated.

Interrogatory No. 9 asks Plaintiffs to “identify all documents supporting your contention that Plaintiff and Defendant entered into a partnership or joint venture.” In response, each Plaintiff purported to identify “all documents it has produced to date in this case” as well as “the documents produced by Fusion Garage to date.” This “identification” is meaningless, since it gives Fusion Garage no information as to which specific documents support Plaintiffs’ partnership and joint venture allegations. Please supplement this response to specifically identify those documents that support Plaintiffs’ partnership and joint venture allegations.

Plaintiffs’ response to Interrogatory No. 11 states that “TechCrunch and CrunchPad were approached by multiple software and hardware developers with offers to assist it in developing the CrunchPad.” Please supplement this response to specifically identify the software and hardware developers that approached Plaintiffs during this period, and please produce all documents reflecting communications with such developers. We note that such communications are responsive to Fusion Garage’s Request for Production No. 7.

Thus far, Plaintiffs have produced only 330 pages of documents. Furthermore, Plaintiffs have produced these 330 pages as naked TIFF files without metadata, which means that Fusion Garage cannot ascertain the custodians of the documents or, in many cases, their authors. Many of the documents are also redacted. We understand that Plaintiffs intend to provide Fusion Garage with an additional batch of documents late this week and complete its production early next week. Please confirm that Plaintiffs will provide these additional documents in a format that preserves the metadata for each document, so that Fusion Garage can ascertain each document’s custodian and/or author.

As noted above, Fusion Garage requires full and complete discovery as soon as possible so that it can fully and fairly oppose Plaintiffs’ Motion for Preliminary Injunction. Accordingly, please confirm by the morning of Friday, April 2, 2010 that Plaintiffs will be supplementing their responses by close of business on April 2, 2010. If you wish, we are free to discuss these matters the morning of Friday, April 2, 2010. Should Fusion Garage not receive full and complete discovery by that date, we will be forced to file a motion to compel.

Thank you in advance for your attention to this matter.

Very truly yours,

/s/ Patrick C. Doolittle

Patrick C. Doolittle

# **EXHIBIT G**

## Joshua Sohn

---

**From:** Patrick Doolittle  
**Sent:** Friday, April 02, 2010 5:23 PM  
**To:** Joshua Sohn  
**Subject:** FW: TechCrunch v. Fusion Garage - depos and documents

-----Original Message-----

From: Patrick Doolittle  
Sent: Thursday, April 01, 2010 3:34 PM  
To: 'Bloch, David S.'  
Cc: Scherb, Matthew A.  
Subject: RE: TechCrunch v. Fusion Garage - depos and documents

David: Scheduling Mr. Arrington's deposition depends on when we receive documents from your side. We still don't know when you are producing them and what the volume will be. During a meet and confer call we had a couple of weeks ago, we were told we'd receive most of the relevant documents by the end of that week and that didn't happen. You recently told us we would have TechCrunch's documents later this week/early next. I haven't seen any documents come in and it's Thursday.

I need a date certain for when we will receive the full production and what the volume will be.

Regards, Patrick

-----Original Message-----

From: Bloch, David S. [mailto:DBloch@winston.com]  
Sent: Thursday, April 01, 2010 3:28 PM  
To: Patrick Doolittle  
Cc: Scherb, Matthew A.  
Subject: RE: TechCrunch v. Fusion Garage - depos and documents

Hi, Patrick:

I haven't heard back from you re: the below. Just to confirm, especially in light of today's Court order rescheduling the hearings on the parties motions, we are not producing Mr. Arrington tomorrow, but rather will produce him next week or at another mutually agreeable time.

Also, we still need a date for Mr. Rathakrishnan's deposition--preferably in the Bay Area, but in Singapore if necessary.

Thanks much.

Best--DSB

David S. Bloch  
Partner

Winston & Strawn LLP  
101 California Street  
San Francisco, CA 94111-5894

T: +1 (415) 591-1452  
F: +1 (415) 591-1400

bio | vcard | email | [www.winston.com](http://www.winston.com)

-----Original Message-----

From: Bloch, David S.  
Sent: Thursday, April 01, 2010 10:27 AM  
To: 'Patrick Doolittle'  
Subject: RE: TechCrunch v. Fusion Garage - depos and documents

Hi, Patrick:

As discussed yesterday, I enclose a redrafted CMC statement based on Judge Seeborg's order. It's due tomorrow, so please send your revisions soonest.

We will be opposing Fusion Garage's revised administrative motion but remain willing to push the hearing a week as you originally requested.

Lastly, let me know what dates work for you with respect to the rescheduled Arrington deposition. Thanks much.

Best--DSB

David S. Bloch  
Partner

Winston & Strawn LLP  
101 California Street  
San Francisco, CA 94111-5894  
T: +1 (415) 591-1452  
F: +1 (415) 591-1400

bio | vcard | email | [www.winston.com](http://www.winston.com)

-----Original Message-----

From: Patrick Doolittle [mailto:[patrickdoolittle@quinnemanuel.com](mailto:patrickdoolittle@quinnemanuel.com)]  
Sent: Wednesday, March 31, 2010 8:22 PM  
To: Bloch, David S.  
Subject: RE: TechCrunch v. Fusion Garage - depos and documents

David: We do not and cannot agree to any such "sequestration of revenues" remedy even provisionally because Plaintiffs have no right to such a remedy and there is no authority to hold hostage a company's revenues pending a trial on the merits. As I said on the phone, our suggestion that the parties move the hearing a month was a simple scheduling issue on the PI Motion before Judge Seeborg, as we need to obtain and review the documents Plaintiffs have promised to produce in advance of the 30(b)(6) deposition related to that PI motion.

Regards, Patrick

-----Original Message-----

From: Bloch, David S. [mailto:DBloch@winston.com]  
Sent: Wednesday, March 31, 2010 4:57 PM  
To: Patrick Doolittle  
Subject: TechCrunch v. Fusion Garage - depos and documents

Hi, Patrick:

Sorry I missed your call. The 9th is the one day next week that doesn't work. Monday-Thursday are fine, as is the week following. I'm good with calling the Court and saying that we've agreed to push the hearing at least a week and can be on that call tomorrow if you'd like.

Any word re: creative ways to hold the JooJoo revenues until the hearing date? Like I said, we're flexible as long as that point can be addressed. FG has \$3M in new investment money, so it seems like there must be some way to sequester the \$50-75K in question for a few weeks. Let me know what you think.

Best--DSB

David S. Bloch  
Winston & Strawn LLP  
Sent remotely.

The contents of this message may be privileged and confidential. Therefore, if this message has been received in error, please delete it without reading it. Your receipt of this message is not intended to waive any applicable privilege. Please do not disseminate this message without the permission of the author.

\*\*\*\*\*

Any tax advice contained in this email was not intended to be used, and cannot be used, by you (or any other taxpayer) to avoid penalties under the Internal Revenue Code of 1986, as amended.

The contents of this message may be privileged and confidential. Therefore, if this message has been received in error, please delete it without reading it. Your receipt of this message is not intended to waive any applicable privilege. Please do not disseminate this message without the permission of the author.

\*\*\*\*\*

Any tax advice contained in this email was not intended to be used, and cannot be used, by you (or any other taxpayer) to avoid penalties under the Internal Revenue Code of 1986, as amended.

# **EXHIBIT H**



# WINSTON & STRAWN LLP

SUITE 718, CHINA WORLD OFFICE 1  
1 JIANGUOMENWAI AVENUE  
BEIJING 100004, CHINA

214 NORTH TRYON STREET  
CHARLOTTE, NORTH CAROLINA 28202-1078

35 WEST WACKER DRIVE  
CHICAGO, ILLINOIS 60601-9703

43 RUE DU RHÔNE  
1204 GENEVA, SWITZERLAND

THE GLOUCESTER TOWER  
11TH FLOOR  
THE LANDMARK  
15 QUEEN'S ROAD CENTRAL  
HONG KONG, CHINA

99 GRESHAM STREET  
LONDON, EC2V 7NG, UK

101 CALIFORNIA STREET  
SAN FRANCISCO, CALIFORNIA 94111-5802

+1 (415) 591-1000

FACSIMILE +1 (415) 591-1400

www.winston.com

33 SOUTH GRAND AVENUE  
LOS ANGELES, CALIFORNIA 90071-1543

SUITE A350, 4 STASOVOY STREET  
MOSCOW, 119071, RUSSIAN FEDERATION

200 PARK AVENUE  
NEW YORK, NEW YORK 10166-4193

ONE RIVERFRONT PLAZA, SUITE 730  
NEWARK, NEW JERSEY 07102-5401

25 AVENUE MARCEAU, CS 31621  
75773 PARIS CEDEX 16, FRANCE

UNIT 806, SHANGHAI KERRY CENTRE  
1515 NANJING ROAD WEST  
JINGAN, SHANGHAI 200040, CHINA

1700 K STREET, N.W.  
WASHINGTON, D.C. 20006-3817

WRITER'S DIRECT DIAL NUMBER  
(415) 591-1451  
mscherb@winston.com

April 2, 2010

## VIA EMAIL

Patrick Doolittle (patrickdoolittle@quinnemanuel.com)  
Joshua Sohn (joshuasohn@quinnemanuel.com)  
QUINN EMANUEL URQUHART OLIVER & HEDGES, LLP  
50 California Street, 22<sup>nd</sup> Floor  
San Francisco, CA 94111

**Re:** *Interserve, Inc. v. Fusion Garage Pte. Ltd.*, No. 09-5812 (N.D. Cal.)

Dear Patrick and Joshua:

### **1. Status of Document Productions**

Your March 30 and March 31, 2010, letters criticize TechCrunch for expeditiously producing over 300 pages of highly-relevant documents just days after the parties' Rule 26(f) conference and entry of the stipulated protective order. TechCrunch produced these documents as an accommodation in light of the pending preliminary injunction motion. TechCrunch has continued to collect and review additional documents and, as you note in your letters, will be producing them shortly.

Your letters do not apply the same level of scrutiny to Fusion Garage's own production. Fusion Garage has produced only 50 pages of documents. Although the Court has not yet ruled on Fusion Garage's "trade secret" protective order motion, there are numerous categories of documents that Fusion Garage has agreed to produce that do not implicate any of Fusion Garage's alleged trade secrets, and Fusion Garage should produce these without further delay. Fusion Garage also is still sitting on the McGrath Powers production, which must be produced at once now that a protective order has been entered. Please provide a date certain by which we can expect Fusion Garage's production.

Further, we still do not have a date for Mr. Rathakrishnan's deposition--in the United States or in Singapore--despite multiple requests. We insist that he be deposed before our respective responsive pleadings are due. If TechCrunch does not have Fusion Garage's documents within a reasonable time before Mr. Rathakrishnan's to-be-scheduled April deposition, TechCrunch will demand to depose him a second time after Fusion Garage has complied with its discovery obligations.

While we understand Fusion Garage's desire to have the maximal number of documents to aid its response to TechCrunch's preliminary injunction motion – and while we similarly would prefer to have access to all of Fusion Garage's documents – this case is in its early stages and preliminary injunction motions are just that: preliminary. They are not decided after a full-blown trial on the merits and do not require access to every document possessed by the parties.

## **2. Unresolved Issues with Over-Designation**

When we spoke on March 23, Fusion Garage agreed to de-designate FG0000026-28 and downgrade to "CONFIDENTIAL" FG0000019-23, 33-36, and 38-39. Fusion Garage said it could "probably" de-designate FG0000040-50, documents apparently sent to Louis Monier, a TechCrunch affiliate. Please confirm that Fusion Garage has de-designated FG0000040-50.

In addition, we did not satisfactorily resolve that status of FG0000016-18, 24-25, 29-31, and 32. We need to be able to share these emails with our client and renew our request that Fusion Garage downgrade their designation to "CONFIDENTIAL." Please confirm Fusion Garage's position on these designation issues by the end of Tuesday, April 5, 2010. If Fusion Garage will not agree, we will seek the Court's intervention.

## **3. Unresolved Issues with Fusion Garage's Written Discovery Responses**

When we discussed Fusion Garage's responses to TechCrunch's first set of document requests and interrogatory responses on March 18 and again on March 23, Fusion Garage was not prepared to provide its position on a number of requests, including production requests 28, 40, and 48-49 and interrogatories 6, and 10-12. We need Fusion Garage's position on these requests by the end of Tuesday, April 5, 2010.

Also, during those discussions in March, Fusion Garage agreed to supplement a number of its responses. Although we had been willing to wait a short while in the hope that the Court would rule on Fusion Garage's protective order motion, the delay has become too great. We need Fusion Garage to provide supplemental responses to all requests it has agreed to supplement by the end of Tuesday, April 5, 2010.

#### **4. Fusion Garage's Concerns About TechCrunch's Interrogatory Responses**

As we explained in our first letter to you about Interrogatory No. 1, TechCrunch provided a detailed, three-and-a-half page response. We simply disagree with your characterization of the response as lacking particularity.

The subject matter of Fusion Garage's Interrogatory No. 2 overlaps with Interrogatory No. 1, so TechCrunch's response to Interrogatory No. 2 appropriately points Fusion Garage to the narrative response to Interrogatory No. 1. It is not clear what further information Fusion Garage believes it is entitled to in response to Interrogatory No. 2. To the extent the interrogatory seeks attorneys' conclusions about why certain business ideas are protectable, as opposed to facts about those business ideas, it seeks privileged information. As already made clear, TechCrunch does not assert "intellectual property" rights in this case.

Interrogatory No. 3 sought identification of all "DOCUMENTS that contain or memorialize every allegedly protectable business idea that YOU identified in response to Interrogatory No. 1." TechCrunch can agree to revisit its response to this interrogatory after the parties have made their document productions. At this point, supplementation is inappropriate.

As for Interrogatory No. 5, which seeks information about allegedly misappropriated trade secrets, we already explained to you in a previous letter that: "There is no trade secret claim in this case and the interrogatories are irrelevant, overbroad, and unduly burdensome." TechCrunch's written response to this effect remain adequate. The same goes for Interrogatory No. 7. There is no allegation of misappropriation or infringement of any intellectual property in this case. Both interrogatories ask about TechCrunch's contentions, and TechCrunch's responses provide answers that make TechCrunch's contentions clear.

TechCrunch's supplemental response to Interrogatory No. 9 is more than sufficient. First, the evidence of a joint relationship consists, at least, of all interactions between Fusion Garage and TechCrunch and all documents related to the collaboration. Pointing Fusion Garage to the document production is appropriate in this case. Second, as made clear in the supplemental response, it is early in this case for such a contention interrogatory. TechCrunch may supplement the response again at a future date, but it is unnecessary for TechCrunch to further supplement now.

Interrogatory No. 11 does not ask for the identities of developers who approached TechCrunch about the CrunchPad. It asks TechCrunch to "Describe with particularity all alleged promises DEFENDANT made to YOU that DEFENDANT did not fulfill." TechCrunch has fully responded to this request.

If you still wish to confer about these issues, please let us know and propose a time. We are not available on Friday morning, but can be available on Monday. Given that we have yet to confer, as the Local Rules require, a motion to compel would be premature.

Patrick Doolittle  
April 2, 2010  
Page 4

Best regards,

/s/ Matthew Scherb

# **EXHIBIT I**

**quinn emanuel trial lawyers | san francisco**

50 California Street, 22nd Floor, San Francisco, California 94111-4788 | TEL: (415) 875-6600 FAX: (415) 875-6700

WRITER'S DIRECT DIAL NO.  
**(415) 875-6430**

WRITER'S INTERNET ADDRESS  
**patrickdoolittle@quinnemanuel.com**

April 2, 2010

Matthew Scherb, Esq.  
Winston & Strawn, LLP  
101 California Street  
San Francisco, CA 94111-5802

Re: Interserve, Inc. et al. v. Fusion Garage PTE Ltd., No. 09-5812: Response to April 2 letter from Plaintiffs

Dear Matt:

We have received your letter this morning regarding various discovery issues. We will respond to the points in your letter as soon as possible. However, we note that your letter still does not answer the key question we have been posing for weeks – namely, *when* will we be receiving the remainder of Plaintiffs' document production? Plaintiffs have repeatedly promised that we would receive these documents in short order, but thus far you have neither provided these documents nor given us a definite date when we can expect to receive them. We assume that we will be receiving these documents immediately (i.e., today) – please confirm that that is the case.

On another note, we propose taking the deposition of TechCrunch's 30(b)(6) representative on Saturday, April 10, 2010 at 9:30 a.m. at Quinn Emanuel's Silicon Valley Office. Please confirm that this date works.

Very truly yours,

Patrick C. Doolittle

Patrick C. Doolittle

**quinn emanuel urquhart & sullivan, llp**

LOS ANGELES | 865 South Figueroa Street, 10th Floor, Los Angeles, California 90017-2543 | TEL (213) 443-3000 FAX (213) 443-3100  
NEW YORK | 51 Madison Avenue, 22nd Floor, New York, New York 10010-1601 | TEL (212) 849-7000 FAX (212) 849-7100  
SILICON VALLEY | 555 Twin Dolphin Drive, 5th Floor, Redwood Shores, California 94065-2139 | TEL (650) 801-5000 FAX (650) 801-5100  
CHICAGO | 500 W. Madison Street, Suite 2450, Chicago, Illinois 60661-2510 | TEL (312) 463-2961 FAX (312) 463-2962  
LONDON | 16 Old Bailey, London EC4M 7EG, United Kingdom | TEL +44(0) 20 7653 2000 FAX +44(0) 20 7653 2100  
TOKYO | Akasaka Twin Tower Main Bldg., 6th Floor, 17-22 Akasaka 2-Chome, Minato-ku, Tokyo 107-0052, Japan | TEL +81 3 5561-1711 FAX +81 3 5561-1712  
MANNHEIM | Erzbischofsstraße 5, 68165 Mannheim, Germany | TEL +49(0) 621 43298 6000 FAX +49(0) 621 43298 6100