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 14 and CRUNCHPAD, INC.

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 17 **UNITED STATES DISTRICT COURT**
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 19 **NORTHERN DISTRICT OF CALIFORNIA**

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

13 **INTERSERVE, INC., dba TECHCRUNCH,)**
 14 **a Delaware corporation, and CRUNCHPAD,)**
 15 **INC., a Delaware corporation,)**
 16 **Plaintiffs,)**
 17 **vs.)**
 18 **FUSION GARAGE PTE. LTD., a Singapore)**
 19 **company,)**
 20 **Defendant.)**

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

**DECLARATION OF DAVID S. BLOCH IN
 SUPPORT OF
 PLAINTIFFS' MOTION TO COMPEL
 DEFENDANT'S PRODUCTION AND TO
 ENFORCE SUBPOENA TO MCGRATH
 POWER**

Date: May 11, 2010
 Time: 10:00 A.M.
 Place: Courtroom 5, 4th Floor, San Jose
 (motion to shorten time pending)

1 I, David S. Bloch, declare as follows:

2 1. I am an attorney at law duly licensed to practice before all the Courts of the State of
3 California, and a member in good standing of the Bar of the United States District Court for the
4 Northern District of California. I am a partner with the law firm of Winston & Strawn LLP, counsel
5 of record in this action for Plaintiffs. I have personal knowledge of the facts set forth herein, and if
6 called to testify could and would competently testify thereto.

7 2. Fusion Garage agreed to produce documents responsive to several requests for
8 production in its written responses that it served on February 5, 2010. Exhibit A to this declaration
9 is a true and correct copy of Fusion Garage's written responses to Plaintiffs' first set of requests for
10 production. Fusion Garage also agreed to supplement its written responses to agree to produce
11 documents responsive to the following requests during conferences of counsel on March 18 and
12 March 23, 2010: RFPs 2-3, 7-8, 21-22 (for now, public marketing materials, pending ruling on
13 "trade secret" protective order motion), 25 (pending ruling, documents constituting or concerning
14 communications with Pegatron not containing trade secrets) 26-27, 29, 30-31, 34, 36, 39, and 41.
15 Despite the Court's order granting expedited discovery, Fusion Garage has produced a grand total of
16 50 pages of documents to date.

17 3. Third-party PR agency McGrath Power--also represented by Fusion Garage's
18 counsel--has failed to produce *any* documents despite TechCrunch's service of a Rule 45 subpoena
19 for documents on January 7, 2010, almost three months ago, and despite an express promise to
20 produce documents once a protective order was entered. A stipulated protective order was duly
21 entered on March 11, Dkt. No. 35, yet McGrath Power still has produced nothing. Exhibit B to this
22 declaration is a true and correct copy of McGrath Power's objections and responses to TechCrunch's
23 subpoena. Exhibit C to this Declaration is an email from counsel for McGrath Power stating that
24 "McGrath will be making a production. But we should meet and confer about the objections.
25 Among other things, it doesn't want to produce anything without a protective order."

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4. TechCrunch has noticed the deposition of Mr. Rathakrishnan for April 14, 2010.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 5th day of April, 2010.

/s/
David S. Bloch

CONCURRENCE IN FILING

David S. Bloch concurs in the filing of this pleading.

Dated: April 5, 2010 By: /s/ - Matthew A. Scherb
Matthew A. Scherb

EXHIBIT A

DECLARATION OF DAVID S. BLOCH IN SUPPORT OF
PLAINTIFFS' MOTION TO COMPEL DEFENDANT'S
PRODUCTION AND TO ENFORCE SUBPOENA TO
MCGRATH POWER

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

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

Plaintiffs,

vs.

FUSION GARAGE PTE. LTD, a Singapore
company,

Defendant.

CASE NO. 09-cv-5812 JW

**RESPONSES TO REQUESTS FOR
PRODUCTION OF DOCUMENTS
SERVED ON DEFENDANT FUSION
GARAGE PTE. LTD.**

Pursuant to Rules 26 and 34(b) of the Federal Rules of Civil Procedure, and Section
2019.210 of the California Code of Civil Procedure, Defendant Fusion Garage PTE. Ltd. hereby
submits the following objections and responses to Plaintiffs Interserve, Inc., TechCrunch and
CrunchPad, Inc.'s Requests For Production Of Documents And Things.

GENERAL OBJECTIONS

Fusion Garage generally objects to these Requests For Production Of Documents
("requests") on each and every one of the following grounds, which are incorporated into and
made a part of Fusion Garage's response to each and every individual request:

1 1. Fusion Garage objects to each request, definition, and instruction to the extent it
2 seeks to impose obligations upon Fusion Garage not contained in or permitted by the Federal
3 Rules of Civil Procedure.

4 2. Fusion Garage objects to each request to the extent that Plaintiffs are seeking
5 discovery of Defendant's trade secrets and/or proprietary information prior to Plaintiffs'
6 identification of the alleged trade secrets or proprietary information that Defendant allegedly
7 misappropriated. As discussed in Defendant's Motion to Dismiss, Motion to Strike, and Motion
8 for a More Definite Statement (Dkt. 20), Plaintiff's complaint is essentially a trade secret
9 complaint under different labeling, and the requirements of Section 2019.210 therefore apply to
10 this complaint and any discovery relating thereto.

11 3. Fusion Garage objects to each request to the extent it seeks information regarding
12 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that
13 Fusion Garage agrees to produce in response to these requests shall not be deemed an admission
14 as to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to,
15 the alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use these
16 requests to elicit a response or objection that a Fusion Garage product is, or is related to, the
17 CrunchPad.

18 4. Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as
19 it purports to encompass Fusion Garage's products, including the JooJoo.

20 5. Fusion Garage objects to each request to the extent that it calls for production or
21 disclosure of confidential, business sensitive and/or proprietary information. Such documents will
22 be produced only upon the condition of, and in reliance upon, the entry of an appropriate
23 protective order by the Court and after Plaintiffs identify their alleged trade secrets with
24 particularity.

25 6. Fusion Garage objects to each request to the extent that it is vague, ambiguous,
26 unduly burdensome, harassing and/or seeking information which is neither relevant nor reasonably
27 calculated to lead to the discovery of admissible evidence. Fusion Garage objects to the
28 definitions that purport to the frame the requests as vague, ambiguous and overbroad.

1 7. Fusion Garage objects to each request to the extent that it is overbroad.

2 8. Fusion Garage objects to each request to the extent that it calls for the disclosure of
3 information subject to the attorney-client privilege, the work-product doctrine, or any other
4 applicable privileges. Any such documents will not be provided in response to the request and any
5 inadvertent production of any such document shall not be deemed a waiver of any privilege
6 applicable to the document or of the work-product doctrine as applied thereto.

7 9. Fusion Garage objects to each request to the extent that it seeks the production of
8 documents that are available from another source, in particular Plaintiffs. An objection on this
9 ground does not constitute a representation or admission that such information does in fact exist.

10 10. Fusion Garage objects to each request to the extent that it seeks responses which
11 involve the disclosure of information and/or documents that would invade the privacy rights of
12 third persons. Fusion Garage is not authorized to and cannot waive these third persons' privacy
13 rights.

14 11. Each of the following responses are expressly made subject to the above General
15 Objections, all of which are incorporated in each of the following objections to specific requests.

16 **OBJECTIONS TO SPECIFIC REQUESTS**

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

18 All documents constituting or concerning any communications with Michael Arrington,
19 Heather Harde, Louis Monier, Nik Cubrilovic, Brian Kindle, or TechCrunch:

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

21 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

22 Fusion Garage objects to this request on the ground that it is vague and ambiguous, as it
23 does not specify the other party to the requested communications. Without specifying the other
24 party, Fusion Garage cannot determine which communications are being requested.

25 Fusion Garage further objects to this request on the ground that it seeks confidential,
26 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place
27 in this action.

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1 Fusion Garage further objects to this request to the extent that it seeks information that is
2 in the custody or control of Plaintiffs and/or equally available from Plaintiffs.

3 Fusion Garage further objects to this request on the ground that it is unduly burdensome
4 and overbroad with respect to scope and time.

5 Subject to the foregoing general and specific objections, Fusion Garage will produce any
6 non-privileged responsive documents within its possession, custody, or control, upon entry of a
7 protective order.

8
9 REQUEST FOR PRODUCTION NO. 2:

10 All documents constituting or concerning communications relating to Michael Arrington,
11 Heather Harde, Louis Monier, Nik Cubrilovic, Brian Kindle, or TechCrunch.

12 RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

13 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

14 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
15 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
16 action.

17 Fusion Garage further objects to this request on the ground that it seeks information
18 protected by the attorney-client privilege, the work-product doctrine, and other applicable
19 privileges.

20 Fusion Garage further objects to this request to the extent that it seeks information that is
21 in the custody or control of Plaintiffs and/or equally available from Plaintiffs.

22 Fusion Garage further objects to this request on the ground that it is unduly burdensome
23 and overbroad with respect to scope and time.

24 Fusion Garage further objects to this request on the ground that it is vague and ambiguous
25 as to the term "concerning communications."

26 Subject to the foregoing general and specific objections, Fusion Garage will produce any
27 non-privileged documents within its possession, custody, or control that are responsive to Request
28 for Production No. 1.

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REQUEST FOR PRODUCTION NO. 3:

All documents concerning TechCrunch personnel, including but not limited to Michael Arrington, Heather Harde, Louis Monier, Nik Cubrilovic, and Brian Kindle.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

Fusion Garage incorporates each of its General Objections as expressly set forth therein.

Fusion Garage objects to this request on the ground that no protective order is in place in this action.

Fusion Garage further objects to this request on the ground that it seeks information protected by the attorney-client privilege, the work-product doctrine, and other applicable privileges.

Fusion Garage further objects to this request to the extent that it seeks information that is in the custody or control of Plaintiffs and/or equally available from Plaintiffs.

Fusion Garage further objects to this request on the ground that it is unduly burdensome, harassing, and overbroad with respect to scope.

Fusion Garage further objects to this request on the ground that it seeks information the disclosure of which would violate the privacy rights of individuals who are not parties to this action.

Subject to the foregoing general and specific objections, Fusion Garage will produce any non-privileged documents within its possession, custody, or control that are responsive to Request for Production No. 1.

REQUEST FOR PRODUCTION NO. 4:

All documents concerning work by you or on your behalf to develop a tablet computer before September 10, 2008.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

Fusion Garage incorporates each of its General Objections as expressly set forth therein.

1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
2 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
3 action.

4 Fusion Garage objects that this request seeks trade secret and/or proprietary information of
5 Fusion Garage but Plaintiffs have failed to comply with California Code of Civil Procedure §
6 2019.210, or otherwise identify the trade secrets or proprietary information they contend
7 Defendant misappropriated. That code section provides that "before commencing discovery
8 relating to the trade secret, the party alleging the misappropriation shall identify the trade secret
9 with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ., Inc. v.*
10 *Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale behind §
11 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required particularity
12 (or at all).

13 Fusion Garage further objects to this request on the ground that it is unduly burdensome,
14 harassing, and overbroad with respect to scope.

15 Fusion Garage further objects to this request on the ground that it seeks information
16 protected by the attorney-client privilege, the work-product doctrine, and other applicable
17 privileges.

18 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.

19
20 REQUEST FOR PRODUCTION NO. 5:

21 All documents concerning work by you or on your behalf to develop a tablet computer
22 separately from TechCrunch or Michael Arrington.

23 RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

24 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

25 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
26 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
27 action.

28

1 Fusion Garage further objects that this request seeks trade secret and/or proprietary
2 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil
3 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they
4 contend Defendant misappropriated. That code section provides that "before commencing
5 discovery relating to the trade secret, the party alleging the misappropriation shall identify the
6 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*
7 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale
8 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required
9 particularity (or at all).

10 Fusion Garage further objects to this request on the ground that it is unduly burdensome,
11 harassing, and overbroad with respect to scope.

12 Fusion Garage further objects to this request on the ground that it seeks information
13 protected by the attorney-client privilege, the work-product doctrine, and other applicable
14 privileges.

15 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.
16

17 REQUEST FOR PRODUCTION NO. 6:

18 Documents sufficient to identify all past and present Fusion Garage personnel, including
19 officers, directors, employees, advisors (including investors who have offered advice), and
20 independent contractors.

21 RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

22 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

23 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
24 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
25 action.

26 Fusion Garage further objects to this request on the ground that it seeks information the
27 disclosure of which would violate the privacy rights of individuals who are not parties to this
28 action.

1 Fusion Garage further objects to this request on the ground that it is vague and ambiguous
2 as to the term "advisors."

3 Fusion Garage further objects to this request on the grounds that it seeks information
4 which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

5 Subject to the foregoing general and specific objections, Fusion Garage will produce non-
6 privileged documents within its possession, custody, or control that are sufficient to identify
7 Fusion Garage's employees, officers, and directors.

8
9 REQUEST FOR PRODUCTION NO. 7:

10 Documents sufficient to identify all persons who have participated in the development,
11 design, manufacturing, documentation, marketing, advertising and promotion of the CrunchPad, or
12 in the planning for any of those activities.

13 RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

14 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

15 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it
16 purports to encompass Fusion Garage's products, including the JooJoo.

17 Fusion Garage further objects to this request to the extent it seeks information regarding
18 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that
19 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as
20 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the
21 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to
22 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

23 Fusion Garage further objects to this request on the ground that it assumes facts not in
24 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding
25 that there is no such device.

26 Fusion Garage further objects to this request to the extent that it seeks information that is
27 in the custody or control of Plaintiffs and/or equally available from Plaintiffs, as Plaintiffs assert
28 that the CrunchPad is their device.

1 REQUEST FOR PRODUCTION NO. 8:

2 Documents sufficient to identify all persons who have participated in the development,
3 design, manufacturing, documentation, marketing, advertising and promotion of the JooJoo, or in
4 the planning for any of those activities.

5 RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

6 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

7 Fusion Garage objects to this request on the ground that it seeks information which is
8 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

9 Fusion Garage further objects to this request on the ground that it seeks confidential,
10 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place
11 in this action.

12 Fusion Garage further objects that this request seeks trade secret and/or proprietary
13 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil
14 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they
15 contend Defendant misappropriated. That code section provides that "before commencing
16 discovery relating to the trade secret, the party alleging the misappropriation shall identify the
17 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*
18 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale
19 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required
20 particularity (or at all).

21 Fusion Garage objects that this request is vague and ambiguous.

22 REQUEST FOR PRODUCTION NO. 9:

23 All documents constituting or concerning communications in which you indicated that
24 TechCrunch or Michael Arrington was not providing resources, work, contributions, technology,
25 staff, expertise, introductions, money, or benefits that it or he should have provided.

26 RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

27 Fusion Garage incorporates each of its General Objections as expressly set forth therein.
28

1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
2 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
3 action.

4 Fusion Garage further objects to this request on the ground that it seeks information
5 protected by the attorney-client privilege, the work-product doctrine, and other applicable
6 privileges.

7 Fusion Garage further objects to this request on the ground that it is unduly burdensome,
8 harassing, and overbroad with respect to scope.

9 Subject to the foregoing general and specific objections, Fusion Garage will produce any
10 non-privileged responsive documents within its possession, custody, or control upon entry of a
11 protective order.

12

13 REQUEST FOR PRODUCTION NO. 10:

14 All documents constituting or concerning communications in which you indicated that
15 TechCrunch or Michael Arrington failed to fulfill any promises they made.

16 RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

17 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

18 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
19 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
20 action.

21 Fusion Garage further objects to this request on the ground that it seeks information
22 protected by the attorney-client privilege, the work-product doctrine, and other applicable
23 privileges.

24 Subject to the foregoing general and specific objections, Fusion Garage will produce any
25 non-privileged responsive documents within its possession, custody, or control upon entry of a
26 protective order.

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1 REQUEST FOR PRODUCTION NO. 11:

2 All documents constituting or concerning communications regarding promises
3 TechCrunch or Michael Arrington made to you.

4 RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

5 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

6 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
7 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
8 action.

9 Fusion Garage further objects to this request on the ground that it seeks information
10 protected by the attorney-client privilege, the work-product doctrine, and other applicable
11 privileges.

12 Fusion Garage further objects to this request to the extent that it seeks information that is
13 in the custody or control of Plaintiffs and/or equally available from Plaintiffs.

14 Subject to the foregoing general and specific objections, Fusion Garage will produce any
15 non-privileged responsive documents within its possession, custody, or control upon entry of a
16 protective order.

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18 REQUEST FOR PRODUCTION NO. 12:

19 All documents concerning the design, development or writing of software for the
20 CrunchPad.

21 RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

22 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

23 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it
24 purports to encompass Fusion Garage's products, including the JooJoo.

25 Fusion Garage further objects to this request to the extent it seeks information regarding
26 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that
27 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as
28 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the

1 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to
2 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

3 Fusion Garage further objects to this request on the ground that it assumes facts not in
4 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding
5 that there is no such device.

6 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
7 and/or business-sensitive material of Fusion Garage (in light of the definition of "CrunchPad") and
8 no protective order is in place in this action.

9 Fusion Garage further objects that this request seeks trade secret and/or proprietary
10 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil
11 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they
12 contend Defendant misappropriated. That code section provides that "before commencing
13 discovery relating to the trade secret, the party alleging the misappropriation shall identify the
14 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*
15 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale
16 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required
17 particularity (or at all).

18 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.

19 Fusion Garage further objects to this request on the ground that it seeks information which
20 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, as
21 there is no evidence that Plaintiffs contributed any software.

22
23 REQUEST FOR PRODUCTION NO. 13:

24 All documents concerning the design, development or writing of software for the JooJoo.

25 RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

26 Fusion Garage incorporates each of its General Objections as expressly set forth therein.
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1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
2 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
3 action.

4 Fusion Garage further objects that this request seeks trade secret and/or proprietary
5 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil
6 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they
7 contend Defendant misappropriated. That code section provides that "before commencing
8 discovery relating to the trade secret, the party alleging the misappropriation shall identify the
9 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*
10 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale
11 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required
12 particularity (or at all).

13 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.

14 Fusion Garage further objects to this request on the ground that it seeks information which
15 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, as
16 there is no evidence that Plaintiffs contributed any software.

17
18 REQUEST FOR PRODUCTION NO. 14:

19 All documents concerning the design of the CrunchPad, including but not limited to
20 industrial design, hardware, software, feature set, and user interface.

21 RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

22 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

23 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it
24 purports to encompass Fusion Garage's products, including the JooJoo.

25 Fusion Garage further objects to this request to the extent it seeks information regarding
26 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that
27 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as
28 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the

1 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to
2 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

3 Fusion Garage further objects to this request on the ground that it assumes facts not in
4 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding
5 that there is no such device.

6 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
7 and/or business-sensitive material of Fusion Garage (in light of the definition of "CrunchPad") and
8 no protective order is in place in this action.

9 Fusion Garage further objects that this request seeks trade secret and/or proprietary
10 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil
11 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they
12 contend Defendant misappropriated. That code section provides that "before commencing
13 discovery relating to the trade secret, the party alleging the misappropriation shall identify the
14 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*
15 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale
16 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required
17 particularity (or at all).

18 Fusion Garage further objects to this request to the extent that it seeks information that is
19 in the custody or control of Plaintiffs and/or equally available from Plaintiffs, as Plaintiffs assert
20 that the CrunchPad is their device.

21

22 REQUEST FOR PRODUCTION NO. 15:

23 All documents concerning the design of the JooJoo, including but not limited to industrial
24 design, hardware, software, feature set, and user interface.

25 RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

26 Fusion Garage incorporates each of its General Objections as expressly set forth therein.
27
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1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
2 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
3 action.

4 Fusion Garage further objects that this request seeks trade secret and/or proprietary
5 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil
6 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they
7 contend Defendant misappropriated. That code section provides that "before commencing
8 discovery relating to the trade secret, the party alleging the misappropriation shall identify the
9 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*
10 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale
11 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required
12 particularity (or at all).

13 Fusion Garage further objects to this request on the ground that it is unduly burdensome,
14 harassing, and overbroad with respect to scope.

15 Fusion Garage further objects that this request is vague and ambiguous.

16 REQUEST FOR PRODUCTION NO. 16:

17 Documents sufficient to identify all suppliers of any components of the JooJoo device.

18 RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

19 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

20 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
21 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
22 action.

23 Fusion Garage further objects that this request seeks trade secret and/or proprietary
24 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil
25 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they
26 contend Defendant misappropriated. That code section provides that "before commencing
27 discovery relating to the trade secret, the party alleging the misappropriation shall identify the
28 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*

1 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale
2 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required
3 particularity (or at all).

4 Fusion Garage further objects to this request on the ground that it seeks information the
5 disclosure of which would violate the privacy rights of individuals who are not parties to this
6 action.

7 Fusion Garage further objects to this request on the ground that it is unduly burdensome,
8 harassing, and overbroad with respect to scope.

9 Fusion Garage further objects to this request on the ground that it seeks information which
10 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

11
12 REQUEST FOR PRODUCTION NO. 17:

13 All documents concerning user experience testing of the CrunchPad.

14 RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

15 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

16 Fusion Garage objects to the defined term “CrunchPad” as vague and ambiguous as it
17 purports to encompass Fusion Garage’s products, including the JooJoo.

18 Fusion Garage further objects to this request to the extent it seeks information regarding
19 the “CrunchPad,” as Fusion Garage understands that no such device exists. Any documents that
20 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as
21 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the
22 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to
23 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

24 Fusion Garage further objects to this request on the ground that it assumes facts not in
25 evidence; namely, the existence of the “CrunchPad” device. It is Fusion Garage’s understanding
26 that there is no such device.

27 Fusion Garage further objects that this request seeks trade secret and/or proprietary
28 information of Fusion Garage (in light of the definition of “CrunchPad”) but Plaintiffs have failed

1 to comply with California Code of Civil Procedure § 2019.210, or otherwise identify the trade
2 secrets or proprietary information they contend Defendant misappropriated. That code section
3 provides that "before commencing discovery relating to the trade secret, the party alleging the
4 misappropriation shall identify the trade secret with reasonable particularity." Cal. Civ. Proc. §
5 2019.210; *see also Computer Econ., Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D.
6 Cal. 1999) (explaining the rationale behind § 2019.210). Plaintiffs have not identified their
7 alleged trade secret(s) with the required particularity (or at all).

8 Fusion Garage further objects to this request on the ground that it seeks confidential,
9 proprietary, and/or business-sensitive material of Fusion Garage (in light of the definition of
10 "CrunchPad") and no protective order is in place in this action.

11 Fusion Garage further objects to this request to the extent that it seeks information that is
12 in the custody or control of Plaintiffs and/or equally available from Plaintiffs, as Plaintiffs assert
13 that the CrunchPad is their device.

14 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.
15

16 REQUEST FOR PRODUCTION NO. 18:

17 All documents concerning user experience testing of the JooJoo.

18 RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

19 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

20 Fusion Garage objects that this request seeks trade secret and/or proprietary information of
21 Fusion Garage but Plaintiffs have failed to comply with California Code of Civil Procedure §
22 2019.210, or otherwise identify the trade secrets or proprietary information they contend
23 Defendant misappropriated. That code section provides that "before commencing discovery
24 relating to the trade secret, the party alleging the misappropriation shall identify the trade secret
25 with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ., Inc. v.*
26 *Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale behind §
27 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required particularity
28 (or at all).

1 Fusion Garage further objects to this request on the ground that it seeks confidential,
2 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place
3 in this action.

4 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.

5 Fusion Garage further objects to this request on the ground that it is unduly burdensome,
6 harassing, and overbroad with respect to scope.

7
8 REQUEST FOR PRODUCTION NO. 19:

9 All documents concerning user documentation for the CrunchPad.

10 RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

11 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

12 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it
13 purports to encompass Fusion Garage's products, including the JooJoo.

14 Fusion Garage further objects to this request to the extent it seeks information regarding
15 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that
16 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as
17 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the
18 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to
19 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

20 Fusion Garage further objects to this request on the ground that it assumes facts not in
21 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding
22 that there is no such device.

23 Fusion Garage further objects to this request on the ground that it is vague and ambiguous
24 as to the term "user documentation."

25 Fusion Garage further objects that this request seeks trade secret and/or proprietary
26 information of Fusion Garage (in light of the definition of "CrunchPad") but Plaintiffs have failed
27 to comply with California Code of Civil Procedure § 2019.210, or otherwise identify the trade
28 secrets or proprietary information they contend Defendant misappropriated. That code section

1 provides that "before commencing discovery relating to the trade secret, the party alleging the
2 misappropriation shall identify the trade secret with reasonable particularity." Cal. Civ. Proc. §
3 2019.210; *see also Computer Econ., Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D.
4 Cal. 1999) (explaining the rationale behind § 2019.210). Plaintiffs have not identified their
5 alleged trade secret(s) with the required particularity (or at all).

6 Fusion Garage further objects to this request to the extent that it seeks information that is
7 in the custody or control of Plaintiffs and/or equally available from Plaintiffs, as Plaintiffs assert
8 that the CrunchPad is their device.

9

10 REQUEST FOR PRODUCTION NO. 20:

11 All documents concerning user documentation for the JooJoo.

12 RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

13 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

14 Fusion Garage objects to this request on the ground that it is vague and ambiguous as to
15 the term "user documentation."

16 Fusion Garage further objects that this request seeks trade secret and/or proprietary
17 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil
18 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they
19 contend Defendant misappropriated. That code section provides that "before commencing
20 discovery relating to the trade secret, the party alleging the misappropriation shall identify the
21 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*
22 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale
23 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required
24 particularity (or at all).

25 Fusion Garage further objects to this request on the ground that it seeks confidential,
26 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place
27 in this action.

28

1 Fusion Garage further objects to this request on the ground that it is unduly burdensome,
2 harassing, and overbroad with respect to scope.

3
4 REQUEST FOR PRODUCTION NO. 21:

5 All documents concerning marketing of the CrunchPad.

6 RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

7 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

8 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it
9 purports to encompass Fusion Garage's products, including the JooJoo.

10 Fusion Garage further objects to this request to the extent it seeks information regarding
11 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that
12 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as
13 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the
14 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to
15 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

16 Fusion Garage further objects to this request on the ground that it assumes facts not in
17 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding
18 that there is no such device.

19 Fusion Garage further objects that this request seeks trade secret and/or proprietary
20 information of Fusion Garage (in light of the definition of "CrunchPad") but Plaintiffs have failed
21 to comply with California Code of Civil Procedure § 2019.210, or otherwise identify the trade
22 secrets or proprietary information they contend Defendant misappropriated. That code section
23 provides that "before commencing discovery relating to the trade secret, the party alleging the
24 misappropriation shall identify the trade secret with reasonable particularity." Cal. Civ. Proc. §
25 2019.210; *see also Computer Econ., Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D.
26 Cal. 1999) (explaining the rationale behind § 2019.210). Plaintiffs have not identified their
27 alleged trade secret(s) with the required particularity (or at all).

28

1 Fusion Garage further objects to this request on the ground that it assumes facts not in
2 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding
3 that there is no such device.

4 Fusion Garage further objects to this request to the extent that it seeks information that is
5 in the custody or control of Plaintiffs and/or equally available from Plaintiffs, as Plaintiffs assert
6 that the CrunchPad is their device.

7 Fusion Garage further objects to this request on the ground that it seeks information which
8 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.
9

10 REQUEST FOR PRODUCTION NO. 22:

11 All documents concerning marketing of the JooJoo.

12 RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

13 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

14 Fusion Garage objects that this request seeks trade secret and/or proprietary information of
15 Fusion Garage but Plaintiffs have failed to comply with California Code of Civil Procedure §
16 2019.210, or otherwise identify the trade secrets or proprietary information they contend
17 Defendant misappropriated. That code section provides that "before commencing discovery
18 relating to the trade secret, the party alleging the misappropriation shall identify the trade secret
19 with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ., Inc. v.*
20 *Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale behind §
21 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required particularity
22 (or at all).

23 Fusion Garage further objects to this request on the ground that it seeks confidential,
24 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place
25 in this action.

26 Fusion Garage further objects to this request on the ground that it is unduly burdensome,
27 harassing, and overbroad with respect to scope.

28

1 REQUEST FOR PRODUCTION NO. 23:

2 All documents concerning plans for the development, design, manufacturing, marketing,
3 advertising and promotion, and distribution of the CrunchPad.

4 RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

5 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

6 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it
7 purports to encompass Fusion Garage's products, including the JooJoo.

8 Fusion Garage further objects to this request to the extent it seeks information regarding
9 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that
10 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as
11 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the
12 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to
13 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

14 Fusion Garage further objects to this request on the ground that it assumes facts not in
15 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding
16 that there is no such device.

17 Fusion Garage further objects that this request seeks trade secret and/or proprietary
18 information of Fusion Garage (in light of the definition of "CrunchPad") but Plaintiffs have failed
19 to comply with California Code of Civil Procedure § 2019.210, or otherwise identify the trade
20 secrets or proprietary information they contend Defendant misappropriated. That code section
21 provides that "before commencing discovery relating to the trade secret, the party alleging the
22 misappropriation shall identify the trade secret with reasonable particularity." Cal. Civ. Proc. §
23 2019.210; *see also Computer Econ., Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D.
24 Cal. 1999) (explaining the rationale behind § 2019.210). Plaintiffs have not identified their
25 alleged trade secret(s) with the required particularity (or at all).

26 Fusion Garage further objects to this request on the ground that it seeks confidential,
27 proprietary, and/or business-sensitive material of Fusion Garage (in light of the definition of
28 "CrunchPad") and no protective order is in place in this action.

1 Fusion Garage further objects to this request to the extent that it seeks information that is
2 in the custody or control of Plaintiffs and/or equally available from Plaintiffs, as Plaintiffs assert
3 that the CrunchPad is their device.

4 Fusion Garage further objects to this request on the ground that it is unduly burdensome,
5 harassing, and overbroad (in light of the definition of "CrunchPad") with respect to scope.

6
7 REQUEST FOR PRODUCTION NO. 24:

8 All documents concerning plans for the development, design, manufacturing, marketing,
9 advertising and promotion, and distribution of the JooJoo.

10 RESPONSE TO REQUFST FOR PRODUCTION NO. 24:

11 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

12 Fusion Garage objects that this request seeks trade secret and/or proprietary information of
13 Fusion Garage but Plaintiffs have failed to comply with California Code of Civil Procedure §
14 2019.210, or otherwise identify the trade secrets or proprietary information they contend
15 Defendant misappropriated. That code section provides that "before commencing discovery
16 relating to the trade secret, the party alleging the misappropriation shall identify the trade secret
17 with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ., Inc. v.*
18 *Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale behind §
19 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required particularity
20 (or at all).

21 Fusion Garage further objects to this request on the ground that it is unduly burdensome,
22 harassing, and overbroad with respect to scope.

23 Fusion Garage further objects to this request on the ground that it seeks confidential,
24 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place
25 in this action.

26 Fusion Garage further objects to this request on the ground that it is vague and ambiguous
27 as to the term "development, design, [and] manufacturing."
28

1 REQUEST FOR PRODUCTION NO. 25:

2 All documents constituting or concerning communications with Pegatron.

3 RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

4 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

5 Fusion Garage objects to this request on the ground that it is vague and ambiguous, as it
6 does not specify the other party to the requested communications. Without specifying the other
7 party, Fusion Garage cannot determine which communications are being requested.

8 Fusion Garage further objects to this request on the ground that it seeks confidential,
9 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place
10 in this action.

11 Fusion Garage further objects to this request to the extent that it seeks information that is
12 in the custody or control of Plaintiffs and/or equally available from Plaintiffs.

13 Fusion Garage further objects to this request on the ground that it seeks information the
14 disclosure of which would violate the privacy rights of individuals who are not parties to this
15 action.

16 Fusion Garage further objects that this request seeks trade secret and/or proprietary
17 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil
18 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they
19 contend Defendant misappropriated. That code section provides that "before commencing
20 discovery relating to the trade secret, the party alleging the misappropriation shall identify the
21 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*
22 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale
23 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required
24 particularity (or at all).

25
26 REQUEST FOR PRODUCTION NO. 26:

27 All documents concerning plans for or discussions of a merger between you and
28 CrunchPad, Inc.

1 RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

2 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

3 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
4 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
5 action.

6 Fusion Garage further objects to this request to the extent that it seeks information that is
7 in the custody or control of Plaintiffs and/or equally available from Plaintiffs.

8 Fusion Garage further objects to this request on the ground that it seeks information
9 protected by the attorney-client privilege, the work-product doctrine, and other applicable
10 privileges.

11 Subject to the foregoing general and specific objections, Fusion Garage will produce any
12 non-privileged documents within its possession, custody, or control, to the extent that such
13 documents do not disclose Fusion Garage's proprietary information.

14

15 REQUEST FOR PRODUCTION NO. 27:

16 All documents concerning communications concerning a merger between you and
17 CrunchPad, Inc.

18 RESPONSE TO REQUEST FOR PRODUCTION NO. 27:

19 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

20 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
21 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
22 action.

23 Fusion Garage further objects to this request to the extent that it seeks information that is
24 in the custody or control of Plaintiffs and/or equally available from Plaintiffs.

25 Fusion Garage further objects to this request on the ground that it seeks information
26 protected by the attorney-client privilege, the work-product doctrine, and other applicable
27 privileges.

28

1 Subject to the foregoing general and specific objections, Fusion Garage will produce any
2 non-privileged documents within its possession, custody, or control, to the extent that such
3 documents do not disclose Fusion Garage's proprietary information.
4

5 REQUEST FOR PRODUCTION NO. 28:

6 All documents concerning communications with your investors.

7 RESPONSE TO REQUEST FOR PRODUCTION NO. 28:

8 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

9 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
10 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
11 action.

12 Fusion Garage further objects to this request on the ground that it seeks information the
13 disclosure of which would violate the privacy rights of individuals who are not parties to this
14 action.

15 Fusion Garage further objects to this request on the ground that it is unduly burdensome,
16 harassing, and overbroad with respect to scope.

17 Fusion Garage further objects to this request on the ground that it seeks information which
18 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

19 Fusion Garage further objects to this request on the ground that it seeks information
20 protected by the attorney-client privilege, the work-product doctrine, and other applicable
21 privileges.
22

23 REQUEST FOR PRODUCTION NO. 29:

24 All documents concerning communications with your creditors concerning the CrunchPad
25 or the JooJoo.

26 RESPONSE TO REQUEST FOR PRODUCTION NO. 29:

27 Fusion Garage incorporates each of its General Objections as expressly set forth therein.
28

1 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it
2 purports to encompass Fusion Garage's products, including the JooJoo.

3 Fusion Garage further objects to this request to the extent it seeks information regarding
4 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that
5 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as
6 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the
7 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to
8 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

9 Fusion Garage further objects to this request on the ground that it assumes facts not in
10 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding
11 that there is no such device.

12 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
13 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
14 action.

15 Fusion Garage further objects to this request on the ground that it seeks information the
16 disclosure of which would violate the privacy rights of individuals who are not parties to this
17 action.

18 Fusion Garage further objects to this request on the ground that it is unduly burdensome,
19 harassing, and overbroad with respect to scope.

20 Fusion Garage further objects to this request on the ground that is seeks information which
21 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

22 Fusion Garage further objects to this request on the ground that it seeks information
23 protected by the attorney-client privilege, the work-product doctrine, and other applicable
24 privileges.

25
26 REQUEST FOR PRODUCTION NO. 30:

27 All documents evidencing or concerning communications with or of McGrath Power,
28 including but not limited to Derek James.

1 RESPONSE TO REQUEST FOR PRODUCTION NO. 30:

2 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

3 Fusion Garage objects to this request on the ground that it is vague and ambiguous, as it
4 does not specify the other party to the requested communications. Without specifying the other
5 party, Fusion Garage cannot determine which communications are being requested.

6 Fusion Garage further objects to this request on the ground that it seeks confidential,
7 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place
8 in this action.

9 Fusion Garage further objects to this request on the ground that it is unduly burdensome
10 and overbroad with respect to scope.

11 Fusion Garage further objects that this request seeks trade secret and/or proprietary
12 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil
13 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they
14 contend Defendant misappropriated. That code section provides that "before commencing
15 discovery relating to the trade secret, the party alleging the misappropriation shall identify the
16 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*
17 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale
18 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required
19 particularity (or at all).

20 Fusion Garage further objects to this request on the ground that it is unduly burdensome,
21 harassing, and overbroad with respect to scope.

22 Fusion Garage further objects to this request on the ground that it seeks information which
23 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

24

25 REQUEST FOR PRODUCTION NO. 31:

26 All documents evidencing or concerning communications with PayPal.

27 RESPONSE TO REQUEST FOR PRODUCTION NO. 31:

28 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

1 Fusion Garage objects to this request on the ground that it is vague and ambiguous, as it
2 does not specify the other party to the requested communications. Without specifying the other
3 party, Fusion Garage cannot determine which communications are being requested.

4 Fusion Garage further objects to this request on the ground that it seeks confidential,
5 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place
6 in this action.

7 Fusion Garage further objects to this request on the ground that it seeks information the
8 disclosure of which would violate the privacy rights of individuals who are not parties to this
9 action.

10 Fusion Garage further objects to this request on the ground that it is unduly burdensome,
11 harassing, and overbroad with respect to scope.

12 Fusion Garage further objects that this request seeks trade secret and/or proprietary
13 *customer* information of Fusion Garage but Plaintiffs have failed to comply with California Code
14 of Civil Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information
15 they contend Defendant misappropriated. That code section provides that "before commencing
16 discovery relating to the trade secret, the party alleging the misappropriation shall identify the
17 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*
18 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale
19 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required
20 particularity (or at all).

21
22 REQUEST FOR PRODUCTION NO. 32:

23 All documents evidencing or concerning communications concerning intellectual property
24 in the CrunchPad.

25 RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

26 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

27 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it
28 purports to encompass Fusion Garage's products, including the JooJoo.

1 Fusion Garage further objects to this request to the extent it seeks information regarding
2 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that
3 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as
4 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the
5 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to
6 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

7 Fusion Garage further objects to this request on the ground that it assumes facts not in
8 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding
9 that there is no such device.

10 Fusion Garage further objects that this request seeks trade secret and/or proprietary
11 information of Fusion Garage (in light of the definition of "CrunchPad") but Plaintiffs have failed
12 to comply with California Code of Civil Procedure § 2019.210, or otherwise identify the trade
13 secrets or proprietary information they contend Defendant misappropriated. That code section
14 provides that "before commencing discovery relating to the trade secret, the party alleging the
15 misappropriation shall identify the trade secret with reasonable particularity." Cal. Civ. Proc. §
16 2019.210; *see also Computer Econ., Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D.
17 Cal. 1999) (explaining the rationale behind § 2019.210). Plaintiffs have not identified their
18 alleged trade secret(s) with the required particularity (or at all).

19 Fusion Garage further objects to this request on the ground that it seeks confidential,
20 proprietary, and/or business-sensitive material of Fusion Garage (in light of the definition of
21 "CrunchPad") and no protective order is in place in this action.

22 Fusion Garage further objects to this request on the ground that it seeks information
23 protected by the attorney-client privilege, the work-product doctrine, and other applicable
24 privileges.

25 Fusion Garage further objects to this request to the extent that it seeks information that is
26 in the custody or control of Plaintiffs and/or equally available from Plaintiffs, as Plaintiffs assert
27 that the CrunchPad is their device.

28

1 REQUEST FOR PRODUCTION NO. 33:

2 All documents evidencing or concerning communications concerning intellectual property
3 in the JooJoo.

4 RESPONSE TO REQUEST FOR PRODUCTION NO. 33:

5 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

6 Fusion Garage objects that this request seeks trade secret and/or proprietary information of
7 Fusion Garage but Plaintiffs have failed to comply with California Code of Civil Procedure §
8 2019.210, or otherwise identify the trade secrets or proprietary information they contend
9 Defendant misappropriated. That code section provides that "before commencing discovery
10 relating to the trade secret, the party alleging the misappropriation shall identify the trade secret
11 with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ., Inc. v.*
12 *Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale behind §
13 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required particularity
14 (or at all).

15 Fusion Garage further objects to this request on the ground that it seeks confidential,
16 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place
17 in this action.

18 Fusion Garage further objects to this request on the ground that it seeks information
19 protected by the attorney-client privilege, the work-product doctrine, and other applicable
20 privileges.

21 Fusion Garage objects that this request is overbroad, unduly burdensome, and harassing.

22 Fusion Garage objects that this request is vague and ambiguous.

23

24 REQUEST FOR PRODUCTION NO. 34:

25 All documents concerning contracts, agreements or understandings concerning the
26 CrunchPad or the project to develop it.

27 RESPONSE TO REQUEST FOR PRODUCTION NO. 34:

28 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

1 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it
2 purports to encompass Fusion Garage's products, including the JooJoo.

3 Fusion Garage further objects to this request to the extent it seeks information regarding
4 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that
5 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as
6 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the
7 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to
8 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

9 Fusion Garage further objects to this request on the ground that it assumes facts not in
10 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding
11 that there is no such device.

12 Fusion Garage further objects to this request on the ground that it seeks confidential,
13 proprietary, and/or business-sensitive material of Fusion Garage (in light of the definition of
14 "CrunchPad") and no protective order is in place in this action.

15 Fusion Garage further objects to this request on the ground that it seeks information
16 protected by the attorney-client privilege, the work-product doctrine, and other applicable
17 privileges.

18 Fusion Garage further objects to this request on the ground that it is vague and ambiguous
19 as to the term "understandings."

20 Subject to the foregoing general and specific objections, Fusion Garage responds that there
21 are no contracts or agreements between Fusion Garage and Plaintiffs.

22
23 REQUEST FOR PRODUCTION NO. 35:

24 All documents concerning contracts, agreements or other understandings concerning the
25 JooJoo.

26 RESPONSE TO REQUEST FOR PRODUCTION NO. 35:

27 Fusion Garage incorporates each of its General Objections as expressly set forth therein.
28

1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
2 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
3 action.

4 Fusion Garage further objects to this request on the ground that it seeks information
5 protected by the attorney-client privilege, the work-product doctrine, and other applicable
6 privileges.

7 Fusion Garage further objects to this request on the ground that it seeks information the
8 disclosure of which would violate the privacy rights of individuals who are not parties to this
9 action.

10 Fusion Garage further objects to this request on the ground that it is vague and ambiguous
11 as to the term "understandings."

12 Fusion Garage objects that this request seeks trade secret and/or proprietary information of
13 Fusion Garage but Plaintiffs have failed to comply with California Code of Civil Procedure §
14 2019.210, or otherwise identify the trade secrets or proprietary information they contend
15 Defendant misappropriated. That code section provides that "before commencing discovery
16 relating to the trade secret, the party alleging the misappropriation shall identify the trade secret
17 with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ., Inc. v.*
18 *Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale behind §
19 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required particularity
20 (or at all).

21 Fusion Garage further objects to this request on the ground that it seeks confidential,
22 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place
23 in this action.

24 REQUEST FOR PRODUCTION NO. 36:

25 All documents concerning sales, orders, or pre-orders of the JooJoo.

26 RESPONSE TO REQUEST FOR PRODUCTION NO. 36:

27 Fusion Garage incorporates each of its General Objections as expressly set forth therein.
28

1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
2 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
3 action.

4 Fusion Garage further objects to this request on the ground that it seeks information the
5 disclosure of which would violate the privacy rights of individuals who are not parties to this
6 action.

7 Fusion Garage further objects that this request seeks documents that are neither relevant
8 nor reasonably calculated to lead to the discovery of admissible information.

9 Fusion Garage objects that this request seeks trade secret and/or proprietary customer
10 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil
11 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they
12 contend Defendant misappropriated. That code section provides that "before commencing
13 discovery relating to the trade secret, the party alleging the misappropriation shall identify the
14 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*
15 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale
16 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required
17 particularity (or at all).

18 REQUEST FOR PRODUCTION NO. 37:

19 A complete copy of all versions of the source codes, object codes, and executables for the
20 CrunchPad.

21 RESPONSE TO REQUEST FOR PRODUCTION NO. 37:

22 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

23 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it
24 purports to encompass Fusion Garage's products, including the JooJoo.

25 Fusion Garage further objects to this request to the extent it seeks information regarding
26 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that
27 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as
28 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the

1 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to
2 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

3 Fusion Garage further objects to this request on the ground that it assumes facts not in
4 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding
5 that there is no such device.

6 Fusion Garage further objects that this request seeks trade secret and/or proprietary
7 information of Fusion Garage (in light of the definition of "CrunchPad") but Plaintiffs have failed
8 to comply with California Code of Civil Procedure § 2019.210, or otherwise identify the trade
9 secrets or proprietary information they contend Defendant misappropriated. That code section
10 provides that "before commencing discovery relating to the trade secret, the party alleging the
11 misappropriation shall identify the trade secret with reasonable particularity." Cal. Civ. Proc. §
12 2019.210; *see also Computer Econ., Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D.
13 Cal. 1999) (explaining the rationale behind § 2019.210). Plaintiffs have not identified their
14 alleged trade secret(s) with the required particularity (or at all).

15 Fusion Garage further objects to this request on the ground that it seeks confidential,
16 proprietary, and/or business-sensitive material of Fusion Garage (in light of the definition of
17 "CrunchPad") and no protective order is in place in this action.

18 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.

19 Fusion Garage further objects to this request on the ground that it seeks information which
20 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, as
21 there is no evidence that Plaintiffs contributed any source code, object codes, or executables.

22
23 REQUEST FOR PRODUCTION NO. 38:

24 A complete copy of all versions of the source codes, object codes, and executables for the
25 JooJoo.

26 RESPONSE TO REQUEST FOR PRODUCTION NO. 38:

27 Fusion Garage incorporates each of its General Objections as expressly set forth therein.
28

1 Fusion Garage objects that this request seeks trade secret and/or proprietary information of
2 Fusion Garage but Plaintiffs have failed to comply with California Code of Civil Procedure §
3 2019.210, or otherwise identify the trade secrets or proprietary information they contend
4 Defendant misappropriated. That code section provides that "before commencing discovery
5 relating to the trade secret, the party alleging the misappropriation shall identify the trade secret
6 with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ., Inc. v.*
7 *Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale behind §
8 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required particularity
9 (or at all).

10 Fusion Garage further objects to this request on the ground that it seeks confidential,
11 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place
12 in this action.

13 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.

14 Fusion Garage further objects to this request on the ground that it seeks information which
15 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, as
16 there is no evidence that Plaintiffs contributed any source code, object codes, or executables.

17 Fusion Garage further objects that the request is overbroad, unduly burdensome, and
18 harassing.

19 REQUEST FOR PRODUCTION NO. 39:

20 All documents concerning plans for and selection of a brand name for the JooJoo or a
21 related domain name.

22 RESPONSE TO REQUEST FOR PRODUCTION NO. 39:

23 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

24 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
25 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
26 action.

27
28

1 Fusion Garage further objects to this request on the ground that it seeks information
2 protected by the attorney-client privilege, the work-product doctrine, and other applicable
3 privileges.

4 Fusion Garage further objects to this request on the ground that it seeks information which
5 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

6
7 REQUEST FOR PRODUCTION NO. 40:

8 All documents that mention both (a) the JooJoo and (b) the CrunchPad, TechCrunch, or
9 Michael Arrington.

10 RESPONSE TO REQUEST FOR PRODUCTION NO. 40:

11 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

12 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
13 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
14 action.

15 Fusion Garage further objects to this request on the ground that it seeks information
16 protected by the attorney-client privilege, the work-product doctrine, and other applicable
17 privileges.

18 Fusion Garage further objects to this request on the ground that it is unduly burdensome
19 and overbroad with respect to scope.

20 Fusion Garage objects that this request is vague, ambiguous, and incomprehensible,
21 particularly in light of the definitions of the terms this request uses.

22
23 REQUEST FOR PRODUCTION NO. 41:

24 All drafts and internal communications concerning or leading up to your November 17,
25 2009 email to Michael Arrington, contained within Exhibit D to the Complaint.

26 RESPONSE TO REQUEST FOR PRODUCTION NO. 41:

27 Fusion Garage incorporates each of its General Objections as expressly set forth therein.
28

1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
2 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
3 action.

4 Fusion Garage further objects to this request on the ground that it seeks information
5 protected by the attorney-client privilege, the work-product doctrine, and other applicable
6 privileges.

7 Fusion Garage further objects to this request on the ground that it is vague, ambiguous and
8 incomprehensible with respect to those communications "leading up to" the November 17, 2009
9 email.

10
11 REQUEST FOR PRODUCTION NO. 42:

12 The complete contents of Fusion Garage.com, the Fusion Garage blog, and all other
13 blogging and social media comments you have posted.

14 RESPONSE TO REQUEST FOR PRODUCTION NO. 42:

15 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

16 Fusion Garage objects to this request on the ground that it is unduly burdensome,
17 harassing, and overbroad with respect to scope, as it seeks the contents of an entire website.

18 Fusion Garage further objects to this request to the extent that it seeks information that is
19 in the custody or control of Plaintiffs and/or equally available from Plaintiffs or from the Internet.

20 Fusion Garage further objects to this request on the ground that it seeks information which
21 is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

22
23 REQUEST FOR PRODUCTION NO. 43:

24 All documents concerning communications with any vendors, contractors, or suppliers,
25 including but not limited to Pegatron, relating to the JooJoo.

26 RESPONSE TO REQUEST FOR PRODUCTION NO. 43:

27 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

28

1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
2 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
3 action.

4 Fusion Garage further objects that this request seeks trade secret and/or proprietary
5 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil
6 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they
7 contend Defendant misappropriated. That code section provides that "before commencing
8 discovery relating to the trade secret, the party alleging the misappropriation shall identify the
9 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*
10 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale
11 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required
12 particularity (or at all).

13 Fusion Garage objects that this request seeks documents that are neither relevant nor
14 reasonably calculated to lead to the discovery of admissible information.

15 REQUEST FOR PRODUCTION NO. 44:

16 All documents concerning communications with any vendors, contractors, or suppliers,
17 including but not limited to Pegatron, concerning the CrunchPad or the project to develop the
18 CrunchPad.

19 RESPONSE TO REQUEST FOR PRODUCTION NO. 44:

20 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

21 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it
22 purports to encompass Fusion Garage's products, including the JooJoo.

23 Fusion Garage further objects to this request to the extent it seeks information regarding
24 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that
25 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as
26 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the
27 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to
28 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
2 and/or business-sensitive material of Fusion Garage (in light of the definition of "CrunchPad") and
3 no protective order is in place in this action.

4 Fusion Garage further objects to this request to the extent that it seeks information that is
5 in the custody or control of Plaintiffs and/or equally available from Plaintiffs, as Plaintiffs assert
6 that the CrunchPad is their device.

7
8 REQUEST FOR PRODUCTION NO. 45:

9 All design documents, bill of materials, and other technical materials concerning the
10 CrunchPad.

11 RESPONSE TO REQUEST FOR PRODUCTION NO. 45:

12 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

13 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it
14 purports to encompass Fusion Garage's products, including the JooJoo.

15 Fusion Garage further objects to this request to the extent it seeks information regarding
16 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that
17 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as
18 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the
19 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to
20 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

21 Fusion Garage further objects to this request on the ground that it assumes facts not in
22 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding
23 that there is no such device.

24 Fusion Garage further objects that this request seeks trade secret and/or proprietary
25 information of Fusion Garage (in light of the definition of "CrunchPad") but Plaintiffs have failed
26 to comply with California Code of Civil Procedure § 2019.210, or otherwise identify the trade
27 secrets or proprietary information they contend Defendant misappropriated. That code section
28 provides that "before commencing discovery relating to the trade secret, the party alleging the

1 misappropriation shall identify the trade secret with reasonable particularity." Cal. Civ. Proc. §
2 2019.210; *see also Computer Econ., Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D.
3 Cal. 1999) (explaining the rationale behind § 2019.210). Plaintiffs have not identified their
4 alleged trade secret(s) with the required particularity (or at all).

5 Fusion Garage further objects to this request on the ground that it seeks confidential,
6 proprietary, and/or business-sensitive material of Fusion Garage (in light of the definition of
7 "CrunchPad") and no protective order is in place in this action.

8 Fusion Garage further objects to this request to the extent that it seeks information that is
9 in the custody or control of Plaintiffs and/or equally available from Plaintiffs, as Plaintiffs assert
10 that the CrunchPad is their device.

11 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.

12
13 REQUEST FOR PRODUCTION NO. 46:

14 All design documents, bill of materials, and other technical materials concerning the
15 JooJoo.

16 RESPONSE TO REQUEST FOR PRODUCTION NO. 46:

17 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

18 Fusion Garage further objects that this request seeks trade secret and/or proprietary
19 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil
20 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they
21 contend Defendant misappropriated. That code section provides that "before commencing
22 discovery relating to the trade secret, the party alleging the misappropriation shall identify the
23 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*
24 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale
25 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required
26 particularity (or at all).

1 Fusion Garage further objects to this request on the ground that it seeks confidential,
2 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place
3 in this action.

4 Fusion Garage further objects to this request on the ground that it is unduly burdensome,
5 harassing, and overbroad with respect to scope.

6 Fusion Garage further objects to this request on the ground that it is vague and ambiguous.

7
8 REQUEST FOR PRODUCTION NO. 47:

9 Documents sufficient to reveal the daily itineraries of all visits to the United States by you
10 or any person acting on your behalf, including the locations of any work performed during the
11 visits.

12 RESPONSE TO REQUEST FOR PRODUCTION NO. 47:

13 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

14 Fusion Garage objects to this request on the ground that it seeks information which is
15 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

16 Fusion Garage further objects to this request on the ground that it seeks confidential,
17 proprietary, and/or business-sensitive material of Fusion Garage and no protective order is in place
18 in this action.

19 Fusion Garage further objects to this request on the grounds that it seeks information
20 which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

21 Fusion Garage further objects to this request on the ground that it seeks information the
22 disclosure of which would violate the privacy rights of individuals who are not parties to this
23 action.

24 REQUEST FOR PRODUCTION NO. 48:

25 All documents concerning any revenues earned by you, including but not limited to
26 revenues generated or anticipated for pre-orders of the JooJoo.

27 RESPONSE TO REQUEST FOR PRODUCTION NO. 48:

28 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

1 Fusion Garage objects to this request on the ground that it seeks confidential, proprietary,
2 and/or business-sensitive material of Fusion Garage and no protective order is in place in this
3 action.

4 Fusion Garage further objects to this request on the ground that it is unduly burdensome
5 and overbroad with respect to scope, to the extent that it seeks revenues that bear no relation to the
6 JooJoo.

7 Fusion Garage further objects that this request seeks trade secret and/or proprietary
8 information of Fusion Garage but Plaintiffs have failed to comply with California Code of Civil
9 Procedure § 2019.210, or otherwise identify the trade secrets or proprietary information they
10 contend Defendant misappropriated. That code section provides that "before commencing
11 discovery relating to the trade secret, the party alleging the misappropriation shall identify the
12 trade secret with reasonable particularity." Cal. Civ. Proc. § 2019.210; *see also Computer Econ.,*
13 *Inc. v. Gartner Group, Inc.*, 50 F. Supp. 2d 980, 992 (S.D. Cal. 1999) (explaining the rationale
14 behind § 2019.210). Plaintiffs have not identified their alleged trade secret(s) with the required
15 particularity (or at all).

16 Fusion Garage further objects that this request seeks documents that are neither relevant
17 nor reasonably calculated to lead to the discovery of admissible information.

18 REQUEST FOR PRODUCTION NO. 49:

19 All documents concerning government approvals or certifications concerning the JooJoo or
20 the CrunchPad, including but not limited to Federal Communications Commission approval.

21 RESPONSE TO REQUEST FOR PRODUCTION NO. 49:

22 Fusion Garage incorporates each of its General Objections as expressly set forth therein.

23 Fusion Garage objects to the defined term "CrunchPad" as vague and ambiguous as it
24 purports to encompass Fusion Garage's products, including the JooJoo.

25 Fusion Garage further objects to this request to the extent it seeks information regarding
26 the "CrunchPad," as Fusion Garage understands that no such device exists. Any documents that
27 Fusion Garage agrees to produce in response to this request shall not be deemed an admission as
28 to the existence of the CrunchPad or that the JooJoo is related to related to, or a successor to, the

1 alleged CrunchPad. Fusion Garage further objects that Plaintiffs are trying to use this request to
2 elicit a response or objection that a Fusion Garage product is, or is related to, the CrunchPad.

3 Fusion Garage further objects to this request on the ground that it assumes facts not in
4 evidence; namely, the existence of the "CrunchPad" device. It is Fusion Garage's understanding
5 that there is no such device.

6 Fusion Garage further objects to this request on the ground that it seeks information
7 protected by the attorney-client privilege, the work-product doctrine, and other applicable
8 privileges.

9 Fusion Garage further objects to this request to the extent that it seeks information that is
10 in the custody or control of Plaintiffs and/or equally available from Plaintiffs.

11
12
13 DATED: February 5 2010

QUINN EMANUEL URQUHART OLIVER &
HEDGES, LLP

14
15 By 
16 Patrick Doolittle

EXHIBIT B

DECLARATION OF DAVID S. BLOCH IN SUPPORT OF
PLAINTIFFS' MOTION TO COMPEL DEFENDANT'S
PRODUCTION AND TO ENFORCE SUBPOENA TO
MCGRATH POWER

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**Attorneys for Third-Party McGrath/Power
Public Relations**

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

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

Plaintiffs,

vs.

FUSION GARAGE PTE. LTD, a Singapore
company,

Defendant.

CASE NO. 09-cv-5812 JW

**OBJECTIONS TO SUBPOENA AND
REQUESTS FOR PRODUCTION OF
DOCUMENTS SERVED ON NON-PARTY
MCGRATH/POWER PUBLIC
RELATIONS**

Pursuant to Rules 26, 34(b), and 45 of the Federal Rules of Civil Procedure, Non-Party
McGrath/Power Public Relations ("McGrath") hereby submits the following objections to
Plaintiffs Interserve, Inc., TechCrunch and CrunchPad, Inc.'s subpoena and Requests For
Production Of Documents And Things.

1 McGrath further objects to this request on the ground that it seeks information protected by
2 the attorney-client privilege, the attorney work-product doctrine, and other applicable privileges.

3 McGrath further objects to this request on the ground that it seeks information the
4 disclosure of which would violate the privacy rights of individuals who are not parties to this
5 action.

6 REQUEST FOR PRODUCTION NO. 2:

7 All DOCUMENTS concerning Interserve, Inc. dba TechCrunch; CrunchPad, Inc., Michael
8 Arrington, and a project to develop and market a tablet computer known as "CrunchPad."

9 RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

10 McGrath further objects to this request on the ground that it seeks confidential, proprietary,
11 and/or business-sensitive material of McGrath and no protective order is in place in this action.

12 McGrath objects to this request on the ground that it seeks documents that are not relevant
13 to the subject matter of this litigation and not reasonably calculated to lead to the discovery of
14 admissible evidence.

15 McGrath further objects to this request to the extent that it seeks information that is not in
16 McGrath's possession, custody, or control.

17 McGrath objects to this request on the ground that the subpoena fails to allow reasonable
18 time for compliance.

19 McGrath further objects to this request on the ground that it is unduly burdensome and
20 overbroad with respect to both scope and time.

21 McGrath further objects to this request on the ground that it seeks information protected by
22 the attorney-client privilege, the attorney work-product doctrine, and other applicable privileges.

23 McGrath further objects to this request on the ground that it seeks information the
24 disclosure of which would violate the privacy rights of individuals who are not parties to this
25 action.

26
27
28

1 REQUEST FOR PRODUCTION NO. 3:

2 All DOCUMENTS concerning publicity for, marketing for, and communications
3 concerning a tablet computer of Fusion Garage, including but not limited to a tablet computer
4 currently known as the JooJoo.

5 RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

6 McGrath further objects to this request on the ground that it seeks confidential, proprietary,
7 and/or business-sensitive material of McGrath and no protective order is in place in this action.

8 McGrath objects to this request on the ground that it seeks documents that are not relevant
9 to the subject matter of this litigation and not reasonably calculated to lead to the discovery of
10 admissible evidence.

11 McGrath further objects to this request to the extent that it seeks information that is not in
12 McGrath's possession, custody, or control.

13 McGrath objects to this request on the ground that the subpoena fails to allow reasonable
14 time for compliance.

15 McGrath further objects to this request on the ground that it is unduly burdensome and
16 overbroad with respect to both scope and time.

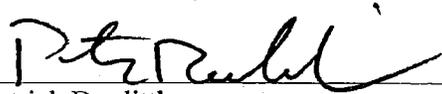
17 McGrath further objects to this request on the ground that the terms "publicity," and
18 "marketing" are vague and ambiguous.

19 McGrath further objects to this request on the ground that it seeks information protected by
20 the attorney-client privilege, the attorney work-product doctrine, and other applicable privileges.

21 McGrath further objects to this request on the ground that it seeks information the
22 disclosure of which would violate the privacy rights of individuals who are not parties to this
23 action.

24 DATED: January 20, 2010

QUINN EMANUEL URQUHART OLIVER &
HEDGES, LLP

25
26 By 
27 Patrick Doolittle

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PROOF OF SERVICE

I, Brandi Cheek, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am employed in the City of San Francisco, County of San Francisco, State of California, in the office of a member of the bar of this court, at whose direction the service was made. I am a resident of the United States, over the age of eighteen (18) years, and not a party to or interested in the within-entitled action. My business address is Quinn Emanuel Urquhart Oliver & Hedges, LLP, at 50 California Street, 22nd Floor, San Francisco, CA 94111.

I caused to be served the following document(s):

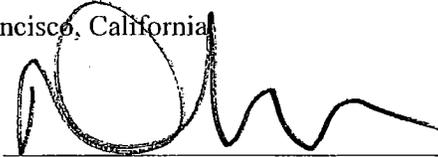
OBJECTIONS TO SUBPOENA AND REQUESTS FOR PRODUCTION OF DOCUMENTS SERVED ON NON-PARTY MCGRATH/POWER PUBLIC RELATIONS

I caused the above documents to be served on each person on the attached list by the following means:

I enclosed true and correct copies of said documents in an envelope, and consigned it for hand delivery via messenger on January 21, 2010.
(Indicated on the attached address list by an [H] next to the address.)

I am readily familiar with my firm's practice for collection and processing of correspondence for delivery in the manner indicated above, to wit, that correspondence will be deposited for collection in the above-described manner this same day in the ordinary course of business.

Executed on January 21, 2010 at San Francisco, California



Brandi Cheek

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SERVICE LIST

Key: [E] Delivery by E-Mail [H] Delivery by Hand Service	[FD] Delivery by Federal Express [E/FD] Delivery by E-Mail and Federal Express	[M] Delivery by Mail [E/M] Delivery by E-Mail and Mail
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[H] David Bloch Winston & Strawn LLP 101 California Street 39th Floor San Francisco, CA 94111-5802	
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EXHIBIT C

DECLARATION OF DAVID S. BLOCH IN SUPPORT OF
PLAINTIFFS' MOTION TO COMPEL DEFENDANT'S
PRODUCTION AND TO ENFORCE SUBPOENA TO
MCGRATH POWER

From: Patrick Doolittle [mailto:patrickdoolittle@quinnemanuel.com]
Sent: Thursday, January 21, 2010 6:00 PM
To: Bloch, David S.
Cc: Bridges, Andrew P.
Subject: RE: TechCrunch v. Fusion Garage - McGrath/Power subpoena response

McGrath will be making a production. But we should meet and confer about the objections. Among other things, it doesn't want to produce anything without a protective order.

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

From: Bloch, David S. [mailto:DBloch@winston.com]
Sent: Thursday, January 21, 2010 4:15 PM
To: Patrick Doolittle
Cc: Bridges, Andrew P.
Subject: TechCrunch v. Fusion Garage - McGrath/Power subpoena response

Hi, Patrick:

This confirms receipt of your objections on behalf of McGrath/Power. Can you please confirm whether McGrath/Power will nevertheless be furnishing documents? Or is it resting on its objections as a complete refusal? Let me know.

Thanks much. 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.