

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

MARKETWIRE L.P. AND MARKETWIRE, INC.,

Index No. 652938/2011

Plaintiff,

- against -

PR NEWSWIRE ASSOCIATION LLC, SHOEB  
ANSARI, DAVID MARIAM, DARREN  
TARACHAN, and VINH NGO,

Defendants.

**AFFIDAVIT OF SHOEB ANSARI  
IN OPPOSITION TO PLAINTIFFS'  
APPLICATION FOR A  
TEMPORARY RESTRAINING  
ORDER**

STATE OF NEW YORK            )  
  ): ss  
COUNTY OF NEW YORK        )

**SHOEB ANSARI**, being duly sworn, deposes and says:

1. I am currently employed as PR Newswire Association LLC's ("PR Newswire") Chief Information Officer ("CIO"). I submit this affidavit in opposition to Marketwire L.P. ("Marketwire Canada") and Marketwire, Inc.'s ("Marketwire U.S.") (together, "Marketwire" or "Plaintiffs") application for a temporary restraining order. I am fully familiar with the facts set forth herein.

**PR Newswire**

2. PR Newswire is a global leader in news and information distribution services that is hired primarily by corporations, public relations firms, investor relations firms, and non-governmental organizations to deliver news and multimedia content. Recipients include media outlets, consumers and investors who access the news and content via the Web, RSS, e-mail, satellite, equities terminals (such as Bloomberg and Reuters) and direct feeds into newsroom editorial systems. PR Newswire operates through several different brands and has agreements

with global news agencies to send information directly to newsrooms worldwide. PR Newswire is both larger and, in my estimation, more sophisticated than Marketwire in terms of its technological capabilities and product offerings.

3. PR Newswire is a U.S.-based company that conducts virtually all of its business outside of Canada. CNW Group Ltd (formerly known as Canada Newswire, Ltd.) (“CNW”) is a joint venture between PR Newswire and the PA Group Ltd (formerly known as The Press Association), a United Kingdom-based entity. Within Canada, CNW provides similar services to those provided by PR Newswire in the United States and elsewhere. Although PR Newswire has an ownership interest in the Canadian joint venture, PR Newswire and CNW have separate operations and management. Marketwire Canada operates principally in Canada. CNW is a competitor of Marketwire Canada; PR Newswire is not.

#### **Compliance With Restrictive Covenants**

4. From July 2008 to June 2010, I was a Marketwire employee. In June 2010, Marketwire terminated my employment. In connection with my termination, I entered into a Separation Agreement with Marketwire U.S. (the “Separation Agreement”). (A copy of the Separation Agreement is attached as Exhibit A to the Affidavit of Cindy Usprech in Support of Order to Show Cause for Temporary Restraining Order and Preliminary Injunction.) The Separation Agreement provided, among other things, that for one year after my termination, I could not: (a) work for certain of Marketwire U.S.’s competitors anywhere in the world (the “Non-Compete Restriction”); or (b) solicit Marketwire U.S. employees (the “Non-Solicitation Restriction”). Both the Non-Compete Restriction and the Non-Solicitation Restriction expired on June 14, 2011.

5. I fully complied with the Non-Compete Restriction and the Non-Solicitation Restriction. In fact, while these restrictions were in effect, I did not work for any of the specified competitors of Marketwire or solicit any employee of Marketwire U.S. or Marketwire Canada. In addition, I have never misappropriated or improperly disclosed any proprietary information or trade secrets belonging to Marketwire. As discussed below, neither PR Newswire nor I have any use or need for any proprietary information or trade secrets Marketwire may possess.

**PR Newswire Hires Mariai, Tarachan and Ngo**

6. On or about July 11, 2011 – after the Non-Compete Restriction and the Non-Solicitation Restriction expired – I commenced employment with PR Newswire as its CIO. As such, I am responsible for leading PR Newswire’s information technology department. The department has recently lost several valuable employees to other companies and, to fill vacancies and improve the department, I have been working with senior management to identify and hire talented individuals to join my staff. In this regard, there are several talented professionals with whom I used to work at Marketwire that I believe would be a good fit at PR Newswire. Accordingly, I worked with senior management in connection with hiring of several such employees or consultants, including David Mariai, Darren Tarachan and Vinh Ngo. Mr. Mariai, Mr. Tarachan and Mr. Ngo will all be working for PR Newswire – not CNW – just as I have been.

7. Marketwire claims that I wanted PR Newswire to hire Mr. Mariai, Mr. Tarachan and Mr. Ngo in order to obtain access to Marketwire’s confidential information and trade secrets. But that is not the case. Based on my prior experience working with these individuals, I believe that they are skilled, talented, hard-working professionals who would be assets to the company. I had no interest then, and I have no interest now, in any proprietary information or trade secrets of Marketwire that they may possess.

8. Moreover, I did not “induce” any of these individuals to leave Marketwire to become employed or engaged by PR Newswire. While I did speak with these individuals about employment at PR Newswire and my positive experience there, they each decided on their own, and for their own reasons, to leave Marketwire to join PR Newswire. In fact, I know that each of these individuals had expressed dissatisfaction with Marketwire and a desire to obtain work opportunities elsewhere.

**I Have Not And Will Not Disclose Or Use Any Marketwire Confidential Information Or Trade Secrets**

9. Marketwire incorrectly claims that I breached my non-disclosure obligations, including in the context of my identifying and discussing Mr. Mariai, Mr. Tarachan and Mr. Ngo with PR Newswire management. In fact, I have strictly adhered at all times to my obligation not to disclose or otherwise use any confidential information or trade secrets belonging to Marketwire on behalf of PR Newswire, and I will continue to do so for as long as I remain with PR Newswire.

10. My discussions with senior management at PR Newswire about Marketwire employees with whom I had worked did not involve disclosure of confidential information or trade secrets. Rather, those discussions related to the skills these individuals possess, and my personal experiences working with each of them.

11. In addition, as stated, I have performed and will continue to perform my duties at PR Newswire without disclosing or otherwise using any of Marketwire’s confidential information or trade secrets. When my employment with Marketwire ended, I either returned any Marketwire confidential information that I possessed or destroyed it as directed by Marketwire. Furthermore, PR Newswire explicitly informed me when I was hired that I was not to bring any Marketwire confidential information or trade secrets to my employment with PR Newswire, and that I was not to disclose or otherwise use any Marketwire confidential information or trade

secrets as part of my employment with PR Newswire. I have complied with those directives, and I intend to continue doing so.

12. Moreover, Marketwire claims I have revealed confidential information about its information technology systems, such as its internal system for managing workflow and its tools for content creation and distribution. But I have not revealed any such information, nor would I have any reason to do so. PR Newswire has developed and maintains its own proprietary systems and solutions for managing workflow, building and editing content, and disseminating information to its clients. These systems were already in place before I arrived at PR Newswire.

13. For example, one of the systems about which Marketwire accuses me of disclosing confidential information is its “Operations Desk” platform, its internal production processing system. But PR Newswire has built and deployed its own editorial operations platform, known as “USES.” The USES platform was built before PR Newswire hired me, using different tools than those used by Marketwire, and PR Newswire and I believe that USES is the best platform the industry has to offer. I have no knowledge of any market-leading features or functionality that Marketwire possesses in its Operations Desk. Therefore, neither I nor anyone else at PR Newswire is interested in learning, disclosing or using Marketwire’s trade secrets concerning Operations Desk. We will continue to develop USES based on our own organic design needs and experience with a much larger base of customers, and using our own tools.

**Mr. Mariai, Mr. Tarachan and Mr. Ngo Will Not “Inevitably Disclose” Any Marketwire Confidential Information Or Trade Secrets**

14. I understand that Marketwire claims that Mr. Mariai, Mr. Tarachan and Mr. Ngo will “inevitably” disclose Marketwire’s confidential information and trade secrets as part of their employment with PR Newswire. That is entirely untrue. PR Newswire has its own proprietary platform for internal production and processing, and its own tools for creation and

distribution of news releases and media. PR Newswire therefore has no use for any knowledge Messrs. Mariai, Tarachan and Ngo may possess concerning Marketwire's platform or tools.

15. For example, Marketwire complains that Mr. Mariai possesses trade secret information concerning Marketwire's Release Editor. As the name suggests, this type of program is used to create and edit content for news releases. PR Newswire already has its own software solution for this function, developed long before I joined the company. PR Newswire's USES satisfies the company's needs for preparing and editing content for news releases. To the extent that Marketwire may have trade secrets in its Release Editor, I have no need to know about, or ability to use, such information at PR Newswire. Accordingly, PR Newswire and I have no need or desire to know any trade secrets Marketwire may possess in this area in which Mr. Mariai worked. We are interested only in Mr. Mariai's technical skills, work ethic and ability to work with all levels of the organization.

16. Marketwire also claims that Mr. Ngo possesses trade secret information concerning Marketwire's "Go! Agency" product. Marketwire does not describe what this product actually does, other than to mention that it will "include industry-leading features, including features targeted at public relations agencies" and will give Marketwire an edge in "providing certain communications services." I have no knowledge of Go! Agency or what it is intended to do. Regardless, PR Newswire has already built and deployed the OMC (Online Members Center), its own comprehensive portal for customers – including public relations agencies – to submit their orders to PR Newswire for distribution of content of all kinds. PR Newswire and I therefore have no need or desire to know any trade secrets Mr. Ngo may have acquired in working on Go! Agency. As with Mr. Mariai, we are interested only in Mr. Ngo's technical skills, work ethic and ability to work with all levels of the organization.

17. Marketwire further claims that Mr. Tarachan possesses trade secret information concerning Marketwire's "GDS" distribution system. A distribution system's primary function is to move files from one destination to many others rapidly, simultaneously and reliably. Again, PR Newswire uses a custom proprietary system – "WiSE" – for distribution of news releases. PR Newswire and I therefore have no need or desire to know any trade secrets Mr. Tarachan may have acquired in working on GDS. As with Mr. Mariai and Mr. Ngo, we are only interested in Mr. Tarachan's technical skills, work ethic and ability to work with all levels of the organization.

18. Regardless, even if Messrs. Mariai, Ngo and Tarachan have any trade secret information that could be of any interest or use to PR Newswire – which they do not – each of these individuals will be performing functions at PR Newswire that are different from and unrelated to those they performed at Marketwire. Therefore, they will not "inevitably disclose" any information they may possess.

19. For the next several months – and potentially much longer than that – Messrs. Tarachan and Ngo will be working on building a master data management ("MDM") infrastructure, along with a process to keep PR Newswire's data synchronized between all of the company's systems. This project is very intensive, and will consume most of their time over this period. This is an entirely different function than either of them performed at Marketwire, and thus there will be no need or occasion for them to disclose any confidential information they may have learned at Marketwire.

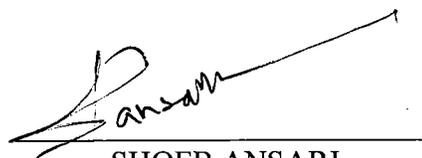
20. For the foreseeable future, Mr. Mariai will be evaluating projects for MultiVu, a subsidiary of PR Newswire that specializes in production and distribution of video news releases and other multimedia content and related broadcast services, such as satellite media tours. Mr. Mariai will be ensuring that those projects are designed to meet MultiVu's needs. He will also be

investigating, planning and executing projects to integrate numerous processes that are currently performed manually into an operational workflow. Once again, this is an entirely different function than he previously performed, at Marketwire or elsewhere. There will be no need or occasion for him to disclose any confidential information he may have learned at Marketwire.

21. PR Newswire's and my interest in hiring Mr. Mariai, Mr. Tarachan and Mr. Ngo is based entirely on their technical skills, their ability to communicate effectively with all levels of an organization, and the strong sense of urgency that they apply to their work. My previous working relationship with these individuals was strong, and they each demonstrated the ability to take directions from me quickly and without the need for more detailed explanations. These qualities allowed them to deliver results rapidly and efficiently, and it is for these reasons – and not any trade secret or confidential information – that PR Newswire and I hired them.

**Conclusion**

22. In sum, Marketwire's claims of unlawful conduct by me, Mr. Mariai, Mr. Tarachan and Mr. Ngo are meritless. I have conducted myself with the utmost professionalism since Marketwire terminated me last June, and I have strictly adhered to my legal obligations. Mr. Mariai, Mr. Tarachan, Mr. Ngo and I have each simply decided that we would like to continue our careers together at PR Newswire.



SHOEB ANSARI

Sworn to before me this  
28<sup>th</sup> day of October 2011



Notary Public

**LAUREN J. SLOANE**  
Notary Public  
New York County, New York  
Valid 6/28/2010 thru 6/28/2014  
Registration #: 02SL6141534