

DEFENDANTS' ADDRESSES:

PR Newswire Association LLC
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New York, New York 10014

Shoeb Ansari
c/o PR Newswire Association LLC
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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

MARKETWIRE L.P. and MARKETWIRE, INC.,

Plaintiffs,

-against-

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

Defendants.

Index No. _____

VERIFIED COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs Marketwire L.P. and Marketwire, Inc. (collectively, “Marketwire” or “Plaintiff”), as and for their verified complaint against defendants PR Newswire Association LLC (“PR Newswire”), Shoeb Ansari (“Ansari”), David Mariai (“Mariai”), Darren Tarachan (“Tarachan”), and Vinh Ngo (“Ngo”) respectfully allege as follows:

NATURE OF THE ACTION

1. This action arises out of PR Newswire’s campaign, spearheaded by Ansari, to induce critical Marketwire employees to breach their employment contracts and transfer to PR Newswire the confidential, and proprietary business information and trade secrets of Marketwire. The conduct of PR Newswire, Ansari, and the departing employees, Mariai, Tarachan, and Ngo (together with Ansari, the “Former Employees”) has already caused, and will continue to cause, irreparable harm to Marketwire.

2. PR Newswire and Marketwire are direct competitors in the market for communications services. PR Newswire recently hired the Former Employees away from Marketwire. By enticing the Former Employees from Marketwire and inducing them to divulge

Marketwire's proprietary information, PR Newswire is trying to steal Marketwire's valuable confidential information and trade secrets.

3. An important component of Marketwire's (and, presumably, PR Newswire's) business is the protection of the proprietary information of its customers, and PR Newswire's actions display a willful disregard for the confidential nature of such proprietary information.

THE PARTIES

4. Plaintiff Marketwire L.P. is a Manitoba limited partnership with its principal place of business in the city of Toronto in the province of Ontario, Canada.

5. Plaintiff Marketwire, Inc. is a wholly-owned subsidiary of Marketwire L.P., and a California corporation with its principal place of business in Los Angeles, California.

6. Upon information and belief, defendant PR Newswire is a Delaware corporation with its principal place of business at 350 Hudson Street, Suite 300, New York, New York 10014. PR Newswire also maintains a presence in Ontario through its subsidiary, Canada Newswire, Ltd. (The CNW Group).

7. Upon information and belief, defendant Ansari is a U.S. citizen and a resident of the state of New York. Upon information and belief, Ansari currently holds the position of Chief Information Officer at PR Newswire in New York.

8. Upon information and belief, defendant Mariai is a Canadian citizen and a resident of the province of Ontario, Canada.

9. Upon information and belief, defendant Tarachan is a Canadian citizen and a resident of the province of Ontario, Canada.

10. Upon information and belief, defendant Ngo is a Canadian citizen and a resident of the province of Ontario, Canada.

JURISDICTION AND VENUE

11. Jurisdiction over defendants PR Newswire and Ansari, both residents of the state of New York, is proper under CPLR § 301.

12. Jurisdiction over defendants Mariai, Tarachan, and Ngo is proper under CPLR § 302(a)(1) and/or CPLR § 302(a)(2). Upon information and belief, Mariai, Tarachan, and Ngo have deliberately engaged in significant business activities within New York and have created continuing obligations between themselves and residents of New York by, inter alia, negotiating and accepting employment with a corporation with its principal place of business in New York, and frequent contact with New York to conduct business and/or maintain crucial business relationships. Upon information and belief, in the course of obtaining an offer of employment in New York with PR Newswire, Mariai, Tarachan, and Ngo negotiated and executed employment contracts with PR Newswire in New York. Moreover, upon information and belief, Mariai, Tarachan, and Ngo have committed, or imminently will commit, the tort of misappropriation of trade secrets in New York.

13. Venue is proper in this county pursuant to CPLR § 503(a), based upon defendant PR Newswire's residence in New York County.

FACTS COMMON TO ALL CAUSES OF ACTION

A. Marketwire Is A Market-Leading Communications Services Company, In Large Part Due To Its Proprietary Technology

14. Marketwire provides a market-leading array of communications services, including dissemination of press releases and corporate disclosure statements, monitoring of public relations performance, monitoring and analysis of social media activity, search engine optimization, and corporate regulatory filing services.

15. In particular, Marketwire is a market leader in providing communications and press release services that integrate seamlessly with social media and other internet-based news media.

16. Among Marketwire's most valuable assets are its multiple proprietary information technology systems that it uses for its communications services. Marketwire's proprietary Global Distribution System ("GDS") enables it to distribute press releases for its clients quickly and seamlessly, and deliver them simultaneously to the market. GDS is the backbone of Marketwire's business and is a significant competitive asset. Marketwire developed GDS over the course of two years, considers information regarding the development and implementation of GDS to be extremely sensitive, and treats such information accordingly. Tarachan was the Marketwire employee primarily responsible for the design and development of GDS.

17. Another example of Marketwire's valuable proprietary technology is Marketwire's proprietary "Release Editor" program, which is an innovative web-based collaboration and work flow tool. Release Editor streamlines communication between Marketwire's editors and its customers, allowing Marketwire's editorial staff to perform their day-to-day interactions with Marketwire's numerous customers.

18. None of Marketwire's competitors has technology similar to Release Editor; the program therefore provides Marketwire a significant competitive advantage. Marketwire considers information about Release Editor's structure and capabilities extremely sensitive and proprietary information, and treats such information accordingly.

19. Release Editor has been developed by a team of seven professionals over the course of three years. Marketwire currently uses version 1.5 of Release Editor, but version 2.0 is under development and is set to launch in early 2012. The new version of Release Editor is

expected to generate significant revenue for Marketwire once launched. Mariai was the Marketwire employee primarily responsible for the research and development and oversight of all versions of Release Editor.

20. As with its continued upgrades of Release Editor, Marketwire continues to create new technology that permits it to retain its technological edge over its competitors. For example, Marketwire is currently developing a new system called "Go! Agency." This product will include industry-leading features, including features targeted at public relations agencies. Go! Agency will allow Marketwire to leap ahead of its competitors in providing certain communications services. Marketwire considers information regarding the development and implementation of Go! Agency to be extremely sensitive, and treats such information accordingly. Ngo was leading the team of Marketwire developers who are creating the Go! Agency system.

21. Another proprietary system that provides Marketwire with a competitive edge is "Operations Desk," Marketwire's internal production processing system. The business intelligence within Operations Desk has been developed and refined over the course of approximately thirty years and its structure and operation constitutes extremely sensitive and competitive information regarding Marketwire's workflow and processes. Marketwire considers information regarding Operations Desk to be extremely sensitive and confidential and treats such information accordingly.

22. Because Marketwire is conscious of the value of these proprietary systems, it has implemented significant security measures to prevent unauthorized access to information about the structure, use, and development of these systems.

23. In particular, Marketwire employs significant levels of computer security, including, but not limited to encryption, password protection, and significant firewalls to prevent unauthorized access to, or copying of, its proprietary intellectual property.

24. Marketwire also maintains significant levels of physical security over information related to its proprietary systems. For example, Marketwire has controlled access to its work spaces, maintains physical files related to its proprietary systems in locked file cabinets, and permits only those employees who work on the proprietary system to access information about those systems, or other employees only on a need-to-know basis.

25. Marketwire also communicates to its employees that it considers information about its proprietary systems, including Release Editor, GDS, Go! Agency, and Operations Desk, to be confidential, proprietary business information and/or trade secrets, and has taken steps to discourage and prevent its employees from revealing information about those systems.

26. In particular, Marketwire instructs new employees about the confidentiality of information about its proprietary systems and about the consequences of revealing such information, includes non-disclosure, non-solicitation and non-compete clauses in its employment agreements and separation agreements as a consistent business practice, and maintains policies relating to the use, security, and dissemination of confidential information in its Employee Handbook, and requires each employee to sign a statement that he or she has read and understood such policies. Marketwire enforces such policies, when necessary, through litigation and/or disciplinary action.

27. The disclosure to a competitor of confidential, proprietary information about Marketwire's trade secrets, such as GDS, Release Editor, Go! Agency, and Operations Desk, would result in irreparable injury to Marketwire. In particular, such disclosure could, and likely

would, result in a sustained loss of market share, the loss of customers, the loss of goodwill, and the loss of Marketwire's reputation as an industry leader.

B. Marketwire And PR Newswire Are Competitors
In The Market For Communication Services

28. PR Newswire is also engaged in the provision of communications services, and provides many of the same type of services as Marketwire, such as press release and corporate disclosure dissemination, the monitoring of public relations performance, and services related to corporate regulatory filings.

29. PR Newswire is headquartered in New York, but operates in Canada through a Canadian subsidiary, Canada Newswire, Ltd., also known as The CNW Group ("Canada Newswire"), which is also a direct competitor of Marketwire in Canada.

30. Due to the global nature of business, markets, and the internet, actions that PR Newswire undertakes in its New York headquarters, in particular actions regarding business plans and information technology, have significant impacts in Ontario, where Marketwire is headquartered. Those impacts arise not only through the operation of PR Newswire's Canadian subsidiary, but also through the very nature of the global market for corporate and business communications and information dissemination.

31. PR Newswire does not have the same information technology capabilities as Marketwire. For example, Marketwire owns proprietary, market-leading technology for the monitoring and analysis of activity on social media networks. The integration of this capability into Marketwire's workflow platform constitutes a significant competitive advantage and Marketwire believes that PR Newswire lags behind Marketwire in the area of seamless integration with social networking.

32. PR Newswire's lack of integration with modern social media and its limited familiarity with Marketwire's capabilities and plans in the workflow management area evidently led it to covet the technology and know-how to pursue Marketwire's more modern, streamlined approach to information dissemination and integration with social media.

C. Ansari Leaves Marketwire, Joins PR Newswire, And Begins To Aggressively Solicit Key Marketwire Employees to Come Work At PR Newswire

33. Ansari joined Marketwire as its Chief Technology Officer ("CTO") on or about July 3, 2008.

34. As CTO, Ansari was responsible for technology direction, product/service development, testing, delivery, operational infrastructure, and quality assurance. In addition, the CTO had the specific responsibility for assessing current talent, and retaining and building that talent pool in a high growth company.

35. In early 2009, Ansari was also given responsibility for new product development, and from that time was directly responsible for the oversight of Marketwire's entire current product portfolio and future development initiatives and direction. In this capacity, he worked closely with Marketwire's CEO on planning new products and new market initiatives until March 2010, when Marketwire hired a new vice president for products and strategy.

36. Through his duties as CTO, Ansari had access to all of Marketwire's confidential and proprietary business information and many of its trade secrets. For example, during his tenure as Marketwire's CTO, Ansari oversaw the design and development of GDS, the original versions of Release Editor and the preliminary design and development of Operations Desk.

37. Ansari was terminated from his position as CTO on or about June 14, 2010. On or about that date, Ansari signed a letter agreement (the "Ansari Separation Agreement") that set

forth the conditions of his separation from Marketwire, including provisions relating to non-competition, non-solicitation, and the non-disclosure of Marketwire's confidential information.

38. In the Ansari Separation Agreement, Ansari agreed to protect and not to disclose Marketwire's confidential and proprietary business information and trade secrets. The non-disclosure provision states:

"You will at all times maintain in confidence and will not, without Marketwire's prior written consent, use, except by court order, disclose or give to others any Confidential Information The terms of this Section 4 are in addition to, and not in lieu of, any statutory or other contractual or legal obligation that you may have relating to the protection of the Company's Confidential Information. The terms of this Section 4 will survive indefinitely any termination of your provision of services to the Company for any reason or for no reason." (Ansari Separation Agreement § 4.)

39. The Ansari Separation Agreement defined "Confidential Information" and trade secrets as:

"For purposes of this Agreement, 'Confidential Information' means confidential and proprietary information of Marketwire, whether in written, oral, electronic or other form, including but not limited to, information and facts concerning business plans, customers, future customers, suppliers, licensors, licensees, partners, investors, affiliates or others, training methods and materials, financial information, sales prospects, client lists, inventions, or any other scientific, technical or trade secrets of Marketwire or of any third party provided to you or Marketwire under a condition of confidentiality The term 'trade secrets,' as used in this Agreement, will be given its broadest possible interpretation under the law of Texas and will include, without limitation, anything tangible or intangible or electronically kept or stored, which constitutes, represents, evidences or records or any secret scientific, technical, merchandising, production or management information, or any design, process, procedure, formula, invention, improvement or other confidential or proprietary information or documents." (Ansari Separation Agreement § 3.)

40. The Ansari Separation Agreement also requires that Ansari provide a copy of certain portions of the Ansari Separation Agreement to his future employers:

"You agree that you shall provide . . . a copy of the covenants contained in Sections 3, 4 and 5 of this Agreement to any business or enterprise which you may directly or indirectly own, manage, operate, finance, join, control or in which you may participate in the ownership, management, operation, financing, or

control, or with which you may be connected as an officer, director, employee, partner, principal, agent, representative, consultant or otherwise.” (Ansari Separation Agreement § 6.)

41. In consideration for Ansari’s compliance with the terms of the Ansari Separation Agreement, Marketwire provided Ansari with severance pay in the amount of \$230,000, outplacement services, and health insurance coverage.

42. In the event that Ansari breaches the Ansari Separation Agreement, Marketwire is entitled thereunder to recover the amount of severance that it had provided Ansari:

“You hereby expressly acknowledge and agree that if you breach any of the terms and/or conditions set forth in Sections 3, 4, or 5 of this Agreement, then . . . the Company shall be entitled to recover, and you shall be obligated to repay to the Company, any Severance Pay and the cost of Benefits provided to you prior to the date of your breach of this Agreement.” (Ansari Separation Agreement § 9(b).)

The parties also agreed that injunctive relief would be appropriate if Ansari breached the Ansari Separation Agreement:

“You hereby expressly acknowledge that any breach or threatened breach of any of the terms and/or conditions set forth in Sections 3, 4 or 5 of this Agreement will result in substantial, continuing and irreparable injury to the Company. Therefore, you acknowledge and agree that in addition to any other remedy that may be available to the Company, the Company will be entitled to injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach of the terms of Section 3, 4 or 5 of this Agreement, and to recover the reasonable attorneys fees and suit costs incurred by the Company in enforcing this Agreement.” (Ansari Separation Agreement § 9(a).)

43. Upon information and belief, Ansari recently joined PR Newswire, and currently serves as its Chief Information Officer in New York.

44. Upon information and belief, PR Newswire hired Ansari as part of its continuing campaign to gain access to Marketwire’s confidential, proprietary business information and trade secrets relating to its information technology systems.

45. Upon information and belief, during the period between July 2011 and October 2011, Ansari has solicited, on behalf of PR Newswire, numerous Marketwire employees who worked directly or indirectly under him when he was the CTO at Marketwire.

46. Specifically, in addition to soliciting Mariai, Tarachan, and Ngo, as described more fully below, Ansari has approached, upon information and belief, six other Marketwire employees in Toronto, and Marketwire's entire development staff in Dallas, Texas, and solicited each of these employees to leave Marketwire and come work for him at PR Newswire. The employees that Ansari has solicited collectively represent approximately half of the development resources at Marketwire.

47. In addition to Mariai, Tarachan, and Ngo, Marketwire employee Bhavesh Shah ("Shah") resigned from his employment with Marketwire to work for Ansari at PR Newswire.

48. Shah was a Vice President and Technology Architect at Marketwire and was based in Marketwire's Dallas, Texas office. Marketwire's agreement with Shah regarding non-disclosure of confidential information contains a forum selection clause selecting California as the exclusive venue for disputes under the agreement and Shah is, therefore, not named as a defendant herein.

49. Shah was responsible for the overall operation of GDS, in particular the design of the current version of GDS. Shah also played an integral role in the design and development of the current version of Operations Desk.

D. Mariai, Tarachan, And Ngo, Who Formerly Reported To Ansari, Resigned From Employment With Marketwire To Join PR Newswire In October 2011

i. Mariai

50. Marketwire hired Mariai as a Lead Architect on or about October 21, 2008 and he began his employment on or about November 3, 2008. Mariai had worked for Marketwire as a

consultant prior to joining the company on a permanent basis, starting in or around April 2008. Mariai was based in Marketwire's Toronto office, but he worked on programs that serve Marketwire's clients in New York and around the globe. Marketwire maintains a significant presence in New York City, and several of its vital servers that service the New York financial markets are located here.

51. As part of Mariai's employment agreement with Marketwire (the "Mariai Employment Agreement"), Mariai agreed to a non-disclosure provision to protect any of Marketwire's proprietary, confidential business information and trade secrets to which he became privy during his employment at Marketwire:

"You agree to keep confidential and not disclose or communicate any and all material information that is proprietary to the company, including its clients and client list, financial data, pricing information, software and hardware, methodology, suppliers and product costs, services, the company's business and systems, and you further agree not to use any such confidential material and information for any purpose, including any personal use, other than to benefit the company. You agree that this undertaking is fair and reasonable and shall extend for a period of two years following the end of your employment with the company, or affiliated companies." (Mariai Employment Agreement.)

52. The Mariai Employment Agreement also contains language prohibiting him from copying any Marketwire materials for his own use or for the use of another entity:

"As an employee of Marketwire, you may have access to a variety of information that is strictly for your use on the job. Such information may include computer software programs (both purchased off the shelf and designed for Marketwire); it may also include details on clients, other employees, corporate strategic marketing information, etc. In accepting to work as a Marketwire employee, you understand and agree that you have an obligation not to copy any Marketwire materials for your own use or for that of anyone outside Marketwire and not to make your own copies available at any time to outsiders. You also agree to return all such information and material intact to Marketwire upon termination of your employment." (Mariai Employment Agreement.)

53. The Mariai Employment Agreement also contains a non-compete clause, requiring Mariai not to provide services to any of Marketwire's direct competitors for a period of six months after the termination of his employment with Marketwire:

"You agree that upon termination of employment with Marketwire for whatever reason, you will not accept work from any direct competitor within the provinces of Ontario, Nova Scotia, Quebec, Alberta and British Columbia of Marketwire within six (6) months of your final employment day, unless the President or CEO of Marketwire grants express written consent. This includes working directly, as a contract employee, consultant, or in any other capacity. The Direct Competitors of Marketwire are: **Canada Newswire Ltd., (The CNW Group)**, Infolink Technologies Inc., Filing Services Canada Inc. formerly operating as News Link Network Ltd., Cision formerly Bowdens Media Monitoring Limited, BusinessWire, PrimeNewswire Inc.,] **PRNewswire** and Canadian Press." (Mariai Employment Agreement (emphasis added).)

54. Ansari countersigned the Mariai Employment Agreement on behalf of Marketwire.

55. Marketwire eventually promoted Mariai to the position of Development Manager.

56. As a Development Manager, Mariai was responsible for the design and development of Release Editor. Mariai led the development of the next generation Release Editor, which will include new strategic capabilities and is scheduled for release in early 2012. Mariai was responsible for many innovative technology integrations in Release Editor, particularly the performance and ease of use of those integrations. As noted above, Release Editor is vital to Marketwire's competitive advantage in the marketplace.

57. Until Ansari was terminated from his employment with Marketwire in June 2010, Mariai reported to Ansari.

58. Mariai resigned from his employment with Marketwire on or about October 19, 2011.

59. Upon information and belief, Mariai had accepted an offer of employment with PR Newswire before he resigned from his employment with Marketwire. When Mariai

announced to Marketwire his intent to work for PR Newswire, Mariai stated that he is moving to New York to be employed by PR Newswire here.

60. Upon information and belief, Mariai's offer of employment with PR Newswire has been extended from PR Newswire's New York headquarters, but Mariai will also be providing services for PR Newswire in Ontario, because the very nature of the functions that Mariai intends to perform for PR Newswire will result in him providing services, directly or indirectly, to Canada Newswire in Ontario.

61. Upon information and belief, Mariai will also begin providing services to PR Newswire in New York from Ontario before he moves to New York, as Mariai will need to obtain a work visa or other appropriate immigration documentation before moving to New York. Mariai also has significant personal ties to Ontario, including having recently purchased a condominium in downtown Toronto. In fact, Mariai indicated to a Marketwire employee that he has not yet obtained the necessary documentation to work in New York. Moreover, the nature of Mariai's skills is such that he could easily provide services to PR Newswire in New York by working remotely from Toronto.

62. Marketwire is currently investigating whether, before he left Marketwire, Mariai misappropriated files containing proprietary information and Marketwire materials, including details about the structure of Release Editor, and information regarding key business plans or suppliers.

63. Upon information and belief, Mariai will inevitably disclose Marketwire's confidential, proprietary business information and trade secrets to PR Newswire when he begins his employment with that company. In particular, Mariai has a deep knowledge of Marketwire's proprietary Release Editor system, which he will inevitably bring to bear in the course of his

duties at PR Newswire. Upon information and belief, Mariai's start date at PR Newswire is imminent.

64. Upon information and belief, through all of the actions listed above, Mariai has breached the Mariai Employment Agreement, and will imminently breach additional provisions of the Mariai Employment Agreement if not enjoined from starting employment with PR Newswire.

65. Upon information and belief, PR Newswire hired Mariai not because of his technical skills, but rather for the very purpose of misappropriating the confidential, proprietary business information and trade secrets to which Mariai had access at Marketwire, in particular his knowledge of the Release Editor program.

66. Upon information and belief, it was Ansari who identified hiring Mariai as an opportunity for PR Newswire to gain a competitive advantage over Marketwire through the receipt of confidential, proprietary business information and trade secrets.

67. Upon information and belief, PR Newswire and Ansari had full knowledge of the Mariai Employment Agreement and its non-disclosure and non-compete provisions through Ansari's prior work at Marketwire, and because Ansari countersigned the Mariai Employment Agreement, but nevertheless solicited Mariai to accept employment at PR Newswire, resulting in Mariai violating that agreement.

68. Upon information and belief, PR Newswire induced Mariai to breach the Mariai Employment Agreement without any justification, and for the malicious purpose of obtaining Marketwire's confidential, proprietary business information and information about Marketwire's trade secrets to which Mariai was privy, specifically information about Release Editor.

ii. Tarachan

69. Marketwire hired Tarachan as a Technical Lead on or about May 28, 2009 and he began work on or about June 29, 2009. Tarachan was based in Marketwire's Toronto office, but his responsibilities included frequent work on programs hosted by vital Marketwire servers located in New York City and liaising with several of Marketwire's key business relationships in New York, particularly relationships with Dow Jones, Bloomberg, and Reuters.

70. As part of Tarachan's employment agreement with Marketwire (the "Tarachan Employment Agreement"), Tarachan agreed to a non-disclosure provision to protect any of Marketwire's proprietary, confidential business information and trade secrets to which he became privy during his employment at Marketwire:

"You agree to keep confidential and not disclose or communicate any and all information that is proprietary to the company, including its clients and client list, financial data, pricing information, software and hardware, methodology, suppliers and product costs, services, the company's business and systems, and you further agree not to use any such confidential material and information for any purpose, including any personal use, other than to benefit the company. You agree that this undertaking is fair and reasonable and shall bind you during and after your employment with Marketwire ends." (Tarachan Employment Agreement.)

71. The Tarachan Employment Agreement also contains language prohibiting him from copying any Marketwire materials for his own use or for the use of another entity:

"As an employee of Marketwire, you may have access to a variety of information that is strictly for your use on the job. Such information may include computer software programs (both purchased off the shelf and designed for Marketwire); it may also include details on clients, other employees, corporate strategic marketing information, etc. In accepting to work as a Marketwire employee, you understand and agree that you have an obligation not to copy any Marketwire materials for your own use or for that of anyone outside Marketwire and not to make your own copies available at any time to outsiders. You also agree to return all such information and material intact to Marketwire upon termination of your employment." (Tarachan Employment Agreement.)

72. The Tarachan Employment Agreement also contains a non-compete clause, requiring Tarachan not to provide services to any of Marketwire's direct competitors for a period of six months after the termination of his employment with Marketwire:

"You agree that upon termination of employment with Marketwire for whatever reason, you will not provide services to any Direct Competitor, as defined below, in any province in which you were employed by Marketwire for a period of six (6) months of the end of your employment with Marketwire, for any reason unless the President or CEO of Marketwire grants express written consent. This includes providing services directly or indirectly as an employee, or as a consultant, or in any other capacity. For the purposes of this Agreement a Direct Competitor is: **Canada Newswire Ltd., (The CNW Group), Infolink Technologies Inc., Filing Services Canada Inc. formerly operating as News Link Network Ltd., Cision formerly Bowdens Media Monitoring Limited, BusinessWire, PrimeNewswire Inc., PRNewswire and Canadian Press.**" (Tarachan Employment Agreement (emphasis added).)

73. The Tarachan Employment Agreement states that it was signed by Vinod Krishman "for Shoeb Ansari" on behalf of Marketwire.

74. Marketwire eventually promoted Tarachan to the position of Senior Developer. As a Senior Developer, Tarachan was responsible for the design and development of GDS. He led a team of three developers to enhance the distribution platform and provide production support. In addition, Tarachan individually provided Marketwire with innovative threading designs and performance enhancements that permitted GDS to scale to Marketwire's current and future business needs. Other key parts of Tarachan's responsibility were load testing of the GDS and failover testing and resiliency design.

75. As part of his work with GDS, Tarachan played a significant role in maintaining Marketwire's relationship with critical market participants in New York City, including relationships with Dow Jones, Bloomberg, and Reuters. In that capacity, Tarachan frequently communicated with these and other parties in New York. In addition, Tarachan's responsibilities related to GDS required him to frequently undertake activities to monitor and correct the

performance of that system's interaction with vital servers and other equipment in New York City that service the New York financial markets.

76. Until Ansari was terminated from his employment with Marketwire in June 2010, Tarachan reported to Ansari.

77. Tarachan resigned from his employment with Marketwire on or about October 19, 2011. When Tarachan announced to Marketwire his intent to work for PR Newswire, Tarachan stated that he is moving to New York to be employed by PR Newswire here.

78. Upon information and belief, Tarachan's offer of employment with PR Newswire has been extended from PR Newswire's New York headquarters, and Tarachan has admitted that he will eventually move to New York to perform services for PR Newswire here, where he has performed services for Marketwire in the past in the form of liaising with key business relationships and monitoring the performance of GDS on Marketwire's vital servers in New York City.

79. Upon information and belief, Tarachan will also be providing services for PR Newswire in Ontario, because the very nature of the functions that Tarachan intends to perform for PR Newswire will result in him providing services, directly or indirectly, to Canada Newswire in Ontario.

80. Upon information and belief, Tarachan will also begin providing services to PR Newswire in New York from Ontario before he moves to New York, as Tarachan will need to obtain a work visa or other appropriate immigration documentation before moving to New York, and Tarachan also has significant personal ties to Ontario, including having purchased a house in

Toronto just this year. Moreover, the nature of Tarachan's skills is such that he could easily provide services to PR Newswire in New York by working remotely from Toronto.

81. Marketwire is currently investigating whether, before he left Marketwire, Tarachan misappropriated files containing proprietary information and Marketwire materials, including details about the structure of GDS, and information regarding key business plans, market participants, or suppliers.

82. Upon information and belief, Tarachan will inevitably disclose Marketwire's confidential, proprietary business information and trade secrets to PR Newswire when he begins his employment with that company. In particular, Tarachan will inevitably draw on his knowledge of and experience with GDS at Marketwire in the course of his duties for PR Newswire. Upon information and belief, Tarachan's start date at PR Newswire is imminent.

83. Upon information and belief, through all of the actions listed above, Tarachan has breached the Tarachan Employment Agreement, and will imminently breach additional provisions of the Tarachan Employment Agreement if not enjoined from starting employment with PR Newswire.

84. Upon information and belief, PR Newswire hired Tarachan not because of his technical skills, but rather for the very purpose of misappropriating the confidential, proprietary business information and trade secrets to which Tarachan had access at Marketwire, in particular his knowledge of GDS.

85. Upon information and belief, it was Ansari who identified hiring Tarachan as an opportunity for PR Newswire to gain a competitive advantage over Marketwire through the receipt of confidential, proprietary business information and trade secrets.

86. Upon information and belief, PR Newswire and Ansari had full knowledge of the Tarachan Employment Agreement and its non-disclosure and non-compete provisions through Ansari's prior work at Marketwire, but nevertheless solicited Tarachan to accept employment at PR Newswire, causing Tarachan to violate that agreement.

87. Upon information and belief, PR Newswire induced Tarachan to breach the Tarachan Employment Agreement without any justification, and for the malicious purpose of obtaining Marketwire's confidential, proprietary business information and information about Marketwire's trade secrets to which Tarachan was privy, specifically information about GDS.

iii. Ngo

88. Marketwire hired Ngo as a Technical Lead on or about May 25, 2009 and his employment began on or about June 8, 2009. Ngo was based in Marketwire's Toronto office, but Ngo worked on key programs that serve Marketwire's clients in New York and around the globe. Marketwire maintains a significant presence in New York City, and several of its vital servers that service the New York financial markets are located here.

89. As part of Ngo's employment agreement with Marketwire (the "Ngo Employment Agreement"), Ngo agreed to a non-disclosure provision to protect any of Marketwire's proprietary, confidential business information and trade secrets to which he became privy during his employment at Marketwire:

"You agree to keep confidential and not disclose or communicate any and all information that is proprietary to the company, including its clients and client list, financial data, pricing information, software and hardware, methodology, suppliers and product costs, services, the company's business and systems, and you further agree not to use any such confidential material and information for any purpose, including any personal use, other than to benefit the company. You agree that this undertaking is fair and reasonable and shall bind you during and after your employment with Marketwire ends." (Ngo Employment Agreement.)

90. The Ngo Employment Agreement also contains language prohibiting him from copying any Marketwire materials for his own use or for the use of another entity:

“As an employee of Marketwire, you may have access to a variety of information that is strictly for your use on the job. Such information may include computer software programs (both purchased off the shelf and designed for Marketwire); it may also include details on clients, other employees, corporate strategic marketing information, etc. In accepting to work as a Marketwire employee, you understand and agree that you have an obligation not to copy any Marketwire materials for your own use or for that of anyone outside Marketwire and not to make your own copies available at any time to outsiders. You also agree to return all such information and material intact to Marketwire upon termination of your employment.” (Ngo Employment Agreement.)

91. The Ngo Employment Agreement also contains a non-compete clause, requiring Ngo not to provide services to any of Marketwire’s direct competitors for a period of six months after the termination of his employment with Marketwire:

“You agree that upon termination of employment with Marketwire for whatever reason, you will not provide services to any Direct Competitor, as defined below, in any province in which you were employed by Marketwire for a period of six (6) months of the end of your employment with Marketwire, for any reason unless the President or CEO of Marketwire grants express written consent. This includes providing services directly or indirectly as an employee, or as a consultant, or in any other capacity. For the purposes of this Agreement a Direct Competitor is: **Canada Newswire Ltd., (The CNW Group), Infolink Technologies Inc., Filing Services Canada Inc. formerly operating as News Link Network Ltd., Cision formerly Bowdens Media Monitoring Limited, BusinessWire, PrimeNewswire Inc.[,] PRNewswire and Canadian Press.**” (Ngo Employment Agreement (emphasis added).)

92. Ansari countersigned the Ngo Employment Agreement on behalf of Marketwire.

93. Marketwire eventually promoted Ngo to the position of Development Manager.

94. As Development Manager, Ngo was responsible for the development of Go! Agency, and the account and user administration modules of the entire Go! platform. Those modules manage the access rights of Marketwire’s clients to the new system, which is a vital process. In fact, Ngo was recently promoted to manager to assume the management and execution of the team developing Go! Agency. In this capacity, Ngo oversaw code progression

from development to production. The new Go! Agency platform will allow Marketwire to leap ahead of its competitors in supporting new innovative service capabilities.

95. Until Ansari was terminated from his employment with Marketwire in June 2010, Ngo reported to Ansari.

96. Ngo resigned from his employment with Marketwire on or about October 19, 2011. When Ngo announced to Marketwire his intent to work for PR Newswire, Ngo stated that he is moving to New York to be employed by PR Newswire here.

97. Upon information and belief, Ngo's offer of employment with PR Newswire has been extended from PR Newswire's New York headquarters, and Ngo has admitted that he will eventually move to New York to perform services for PR Newswire here, where he has done work for Marketwire in the past in the form of working on programs that serve Marketwire's clients in New York.

98. Upon information and belief, Ngo will also be providing services for PR Newswire in Ontario, because the very nature of the functions that Ngo intends to perform for PR Newswire will result in him providing services, directly or indirectly, to Canada Newswire in Ontario.

99. Upon information and belief, Ngo will also begin providing services to PR Newswire in New York from Ontario before he moves to New York, as Ngo will need to obtain a work visa or other appropriate immigration documentation before moving to New York, and Ngo also has significant personal ties to Ontario. Moreover, the nature of Ngo's skills is such that he could easily provide services to PR Newswire in New York by working remotely from Toronto.

100. Marketwire is currently investigating whether, before he left Marketwire, Ngo misappropriated files containing proprietary information and Marketwire materials, including details about the structure of Go! Agency, and information regarding key business plans or suppliers.

101. Upon information and belief, Ngo will inevitably disclose Marketwire's confidential, proprietary business information and trade secrets to PR Newswire when he begins his employment with that company. In particular, Ngo will inevitably draw on his experience and knowledge overseeing the research and development on Marketwire's innovative new Go! Agency platform in the course of his work at PR Newswire. Upon information and belief, Ngo's start date at PR Newswire is imminent.

102. Upon information and belief, through all of the actions listed above, Ngo has breached the Ngo Employment Agreement, and will imminently breach additional provisions of the Ngo Employment Agreement if not enjoined from starting employment with PR Newswire.

103. Upon information and belief, PR Newswire hired Ngo not because of his technical skills, but rather for the very purpose of misappropriating the confidential, proprietary business information and trade secrets to which Ngo had access at Marketwire, in particular his knowledge of Go! Agency.

104. Upon information and belief, it was Ansari who identified hiring Ngo as an opportunity for PR Newswire to gain a competitive advantage over Marketwire through the receipt of confidential, proprietary business information and trade secrets.

105. Upon information and belief, PR Newswire and Ansari had full knowledge of the Ngo Employment Agreement and its non-disclosure and non-compete provisions through Ansari's prior work at Marketwire, and because Ansari countersigned the Ngo Employment

Agreement, but nevertheless solicited Ngo to accept employment at PR Newswire, causing Ngo to violate that agreement.

106. Upon information and belief, PR Newswire induced Ngo to breach the Ngo Employment Agreement without any justification, and for the malicious purpose of obtaining Marketwire's confidential, proprietary business information and information about Marketwire's trade secrets to which Ngo was privy, specifically information about Go! Agency.

AS AND FOR THE FIRST CAUSE OF ACTION
(Breach Of Contract Against Ansari)

107. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 106 above as if fully set forth herein.

108. The Ansari Separation Agreement constitutes a valid and binding contract between Marketwire and Ansari.

109. Marketwire fully performed its obligations under the Ansari Separation Agreement by providing Ansari with \$248,000 in severance pay, outplacement services, and insurance benefits.

110. As set forth more fully above, Ansari materially breached the Ansari Separation Agreement by providing PR Newswire with confidential and proprietary business information and trade secrets belonging to Marketwire.

111. In particular, as set forth more fully above, Ansari, upon information and belief, identified Mariai, Tarachan, Ngo, and Shah as key employees who could provide PR Newswire with more technically detailed confidential, proprietary business information and trade secrets that would allow PR Newswire to copy Marketwire's information technology systems. In particular, upon information and belief, Ansari identified Mariai as a person with key knowledge about Release Editor, which gives Marketwire a significant competitive advantage over PR

Newswire. Upon information and belief, Ansari identified Tarachan and Shah as persons with key knowledge of GDS, which is the backbone of Marketwire's business and permits it to have a competitive edge over competitors such as PR Newswire, and Shah as a person with key knowledge of Operations Desk. Upon information and belief, Ansari also identified Ngo as a person leading the team developing the new Go! Agency platform at Marketwire, which has not yet been rolled out, but is expected to permit Marketwire to leap ahead of PR Newswire and its other competitors once fully operational.

112. Upon information and belief, in the course of identifying Mariai, Tarachan, Ngo, and Shah as key employees with knowledge of proprietary Marketwire information technology systems, Ansari revealed to PR Newswire, or used for PR Newswire's benefit, confidential, proprietary information about Release Editor, GDS, Go! Agency, and Operations Desk.

113. In addition, by identifying Mariai, Tarachan, Ngo, and Shah as key employees working on systems that Marketwire intends to use to maintain and hone its competitive edge, Ansari has, upon information and belief, revealed to PR Newswire, or used for PR Newswire's benefit, confidential information about Marketwire's business plans, suppliers, and inventions.

114. The information that Ansari has shared with PR Newswire, or used for PR Newswire's benefit, falls under the definition of confidential information and/or trade secrets contained in the Ansari Separation Agreement.

115. As a consequence of the foregoing, Marketwire has been damaged in an amount to be determined at trial, but not less than \$1,000,000.

116. As set forth more fully above, pursuant to the terms of the Ansari Separation Agreement, Ansari's breach has also caused Marketwire irreparable harm, requiring an order

permanently enjoining Ansari from further use or disclosure of Marketwire's confidential, proprietary business information or trade secrets.

AS AND FOR THE SECOND CAUSE OF ACTION
(Misappropriation Of Trade Secrets Against All Defendants)

117. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 116 above as if fully set forth herein.

118. As set forth more fully above, Marketwire is the rightful owner of a number of trade secrets that give it an opportunity to gain a competitive advantage over competitors who do not know the information comprising those trade secrets, particularly design and function information about the Release Editor program, GDS, the Go! Agency Program, and Operations Desk.

119. Marketwire's trade secrets are not capable of being copied easily by others without using improper means. As set forth more fully above, Marketwire takes significant measures to protect the confidentiality of its trade secrets. Specifically, Marketwire uses significant computer and office security, confidentiality clauses and non-compete clauses in its employment agreements and other measures to identify and prevent employees from sharing information regarding its trade secrets, or using such information for others' benefit.

120. As set forth more fully above, the Former Employees had access to those trade secrets in the course of their employment with Marketwire.

121. As set forth more fully above, Ansari has, in the course of his employment with PR Newswire, revealed information about Release Editor, GDS, Go! Agency, and Operations Desk to PR Newswire, or used such information for PR Newswire's benefit.

122. As set forth more fully above, Mariai, Tarachan, Ngo, and Shah will inevitably disclose information about Release Editor, GDS, Go! Agency, and Operations Desk to PR

News wire, or will use such information for PR News wire's benefit, in the course of the employment that they have, upon information and belief, already accepted with PR News wire, and which they will imminently begin.

123. More specifically, the nature of the employment that Mariai, Tarachan, Ngo, and Shah have accepted with PR News wire is such that it will be impossible for them to perform the duties they intend to perform for PR News wire without using information that they have gained about Marketwire's trade secrets through their employment with Marketwire.

124. As a consequence of the foregoing, Marketwire has been damaged in an amount to be determined at trial, but not less than \$25,000,000.

125. As a consequence of the foregoing, Marketwire has been irreparably damaged by the improper disclosure of information regarding its trade secrets and will imminently be damaged by further inevitable disclosure of its trade secrets. As such, Defendants should be enjoined from all use or disclosure of Marketwire's trade secrets, particularly information relating to Release Editor, GDS, Go! Agency, and Operations Desk.

AS AND FOR THE THIRD CAUSE OF ACTION
(Breach Of Contract Against Mariai)

126. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 125 above as if fully set forth herein.

127. The Mariai Employment Agreement constitutes a valid and binding contract between Marketwire and Mariai.

128. Marketwire fully performed its obligations under the Mariai Employment Agreement.

129. As set forth more fully above, Mariai materially breached the Mariai Employment Agreement by accepting employment with PR News wire before his resignation from his position

with Marketwire, in violation of the Mariai Employment Agreement's non-compete clause, which requires Mariai to wait for a period of six months before accepting employment with a direct competitor of Marketwire.

130. As set forth more fully above, if Mariai begins working at PR Newswire, he will inevitably further breach the Mariai Employment Agreement by providing PR Newswire with, or using for PR Newswire's benefit, Marketwire's confidential, proprietary business information and trade secrets -- in particular, information about Release Editor -- in violation of the non-disclosure provisions of the Mariai Employment Agreement.

131. As a consequence of the foregoing, Mariai has caused damage to Marketwire in an amount to be determined at trial, but not less than \$1,000,000.

132. Mariai's breach has also caused irreparable harm to Marketwire, requiring an order permanently enjoining Mariai from use or disclosure of Marketwire's confidential, proprietary business information and trade secrets, in particular information about Release Editor, and enjoining Mariai from starting or continuing employment at PR Newswire until April 19, 2012.

AS AND FOR THE FOURTH CAUSE OF ACTION
(Breach Of Contract Against Tarachan)

133. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 132 above as if fully set forth herein.

134. The Tarachan Employment Agreement constitutes a valid and binding contract between Marketwire and Tarachan.

135. Marketwire fully performed its obligations under the Tarachan Employment Agreement.

136. As set forth more fully above, Tarachan materially breached the Tarachan Employment Agreement by accepting employment with PR Newswire before his resignation from his position with Marketwire, in violation of the Tarachan Employment Agreement's non-compete clause, which requires Tarachan to wait for a period of six months before accepting employment with a direct competitor of Marketwire.

137. As set forth more fully above, if Tarachan begins working at PR Newswire, he will inevitably further breach the Tarachan Employment Agreement by providing PR Newswire with, or using for PR Newswire's benefit, Marketwire's confidential, proprietary business information and trade secrets -- in particular, information about GDS -- in violation of the non-disclosure provisions of the Tarachan Employment Agreement.

138. As a consequence of the foregoing, Tarachan has caused damage to Marketwire in an amount to be determined at trial, but not less than \$1,000,000.

139. Tarachan's breach has also caused irreparable harm to Marketwire, requiring an order permanently enjoining Tarachan from use or disclosure of Marketwire's confidential, proprietary business information and trade secrets, in particular GDS, and enjoining Tarachan from starting or continuing employment at PR Newswire until April 19, 2012.

AS AND FOR THE FIFTH CAUSE OF ACTION
(Breach Of Contract Against Ngo)

140. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 139 above as if fully set forth herein.

141. The Ngo Employment Agreement constitutes a valid and binding contract between Marketwire and Ngo.

142. Marketwire fully performed its obligations under the Ngo Employment Agreement.

143. As set forth more fully above, Ngo materially breached the Ngo Employment Agreement by accepting employment with PR Newswire before his resignation from his position with Marketwire, in violation of the Ngo Employment Agreement's non-compete clause, which requires Ngo to wait for a period of six months before accepting employment with a direct competitor of Marketwire.

144. As set forth more fully above, if Ngo begins working at PR Newswire, he will inevitably further breach the Ngo Employment Agreement by providing PR Newswire with, or using for PR Newswire's benefit, Marketwire's confidential, proprietary business information and trade secrets -- in particular, information about Go! Agency -- in violation of the non-disclosure provisions of the Ngo Employment Agreement.

145. As a consequence of the foregoing, Ngo has caused damage to Marketwire in an amount to be determined at trial, but not less than \$1,000,000.

146. Ngo's breach has also caused irreparable harm to Marketwire, requiring an order permanently enjoining Ngo from use or disclosure of Marketwire's confidential, proprietary business information and trade secrets, in particular Go! Agency, and enjoining Ngo from starting or continuing employment at PR Newswire until April 19, 2012.

AS AND FOR THE SIXTH CAUSE OF ACTION
(Tortious Interference With Contract Against Ansari And PR Newswire)

147. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 146 above as if fully set forth herein.

148. As set forth more fully above, Mariai, Tarachan, and Ngo had valid and binding contracts with Marketwire.

149. As set forth more fully above, Mariai, Tarachan, and Ngo all reported directly or indirectly to Ansari while he worked at Marketwire. Moreover, Ansari, or someone acting on his

behalf, signed each of Mariai's, Tarachan's, and Ngo's employment agreements. As such, Ansari had direct knowledge of the existence and contents of Mariai's, Tarachan's, and Ngo's contracts with Marketwire.

150. As set forth more fully above, Ansari is currently an officer of PR Newswire. PR Newswire therefore had knowledge of Mariai's, Tarachan's, and Ngo's contracts with Marketwire through its officer Ansari.

151. As set forth more fully above, in or around October 2011, Mariai, Tarachan, and Ngo all materially breached their employment agreements with Marketwire by accepting employment with PR Newswire, a direct competitor of Marketwire, before they resigned from their positions at Marketwire.

152. As set forth more fully above, PR Newswire and its officer Ansari intentionally induced Mariai's, Tarachan's, and Ngo's breaches of contract to gain access to Marketwire's confidential, proprietary business information and trade secrets, in particular to information about Release Editor, GDS, and Go! Agency.

153. As set forth more fully above, PR Newswire and Ansari's inducement of Mariai's, Tarachan's, and Ngo's breaches of their employment agreements was entirely without justification, but rather for the malicious and improper purpose of gaining access to the confidential, proprietary business information and trade secrets to which Mariai, Tarachan, and Ngo were privy through their employment at Marketwire.

154. As a consequence of the foregoing, Marketwire has been damaged in an amount to be determined at trial, but not less than \$25,000,000, by PR Newswire and Ansari inducing Mariai, Tarachan, and Ngo to breach their respective employment agreements, thereby inevitably

gaining access to Marketwire's confidential, proprietary business information and its trade secrets, in particular information about Release Editor, GDS, and Go! Agency.

155. As set forth more fully above, as a consequence of the foregoing, Marketwire has been, or imminently will be, irreparably harmed by Mariai's, Tarachan's, and Ngo's breaches of their respective employment agreements, requiring an order enjoining PR Newswire from employing, or further soliciting for employment, Mariai, Tarachan, Ngo and any other Marketwire employees, in violation of their employment contracts.

AS AND FOR THE SEVENTH CAUSE OF ACTION
(Unjust Enrichment against PR Newswire)

156. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 155 above as if fully set forth herein.

157. As set forth more fully above, PR Newswire has received and intends to continue to receive confidential, proprietary business information and trade secrets belonging to Marketwire, including but not limited to information about Release Editor, GDS, Go! Agency, and Operations Desk.

158. As set forth more fully above, PR Newswire has received this information, and will inevitably continue to receive this information, through tortious means and/or through breach of contracts between Marketwire and each of the Former Employees.

159. PR Newswire's receipt of this confidential, proprietary business information and trade secrets has conferred an unearned and undeserved benefit on PR Newswire, allowing PR Newswire to enrich itself unjustly at the expense of Marketwire. It is against equity and good conscience to permit PR Newswire to retain this benefit.

160. As a consequence of the foregoing, Marketwire has been damaged in an amount to be determined at trial, but not less than \$25,000,000.

WHEREFORE, Plaintiffs respectfully demand judgment in their favor as follows:

i. On the First Cause of Action, damages in an amount to be determined at trial, but not less than \$1,000,000, and an order permanently enjoining Ansari from further use or disclosure of Marketwire's confidential, proprietary business information or trade secrets.

ii. On the Second Cause of Action, damages in an amount to be determined at trial, but not less than \$25,000,000, and an order permanently enjoining Defendants from further use or disclosure of Marketwire's trade secrets.

iii. On the Third Cause of Action, damages in an amount to be determined at trial, but not less than \$1,000,000, and an order permanently enjoining Mariai from use or disclosure of Marketwire's confidential, proprietary business information and trade secrets, and enjoining Mariai from starting or continuing employment at PR Newswire until April 19, 2012.

iv. On the Fourth Cause of Action, damages in an amount to be determined at trial, but not less than \$1,000,000, and an order permanently enjoining Tarachan from use or disclosure of Marketwire's confidential, proprietary business information and trade secrets, and enjoining Tarachan from starting or continuing employment at PR Newswire until April 19, 2012.

v. On the Fifth Cause of Action, damages in an amount to be determined at trial, but not less than \$1,000,000, and an order permanently enjoining Ngo from use or disclosure of Marketwire's confidential, proprietary business information and trade secrets, and enjoining Ngo from starting or continuing employment at PR Newswire until April 19, 2012.

