

BLANK ROME LLP

A Pennsylvania LLP

STEPHEN M. ORLOFSKY

DAVID C. KISTLER

New Jersey Resident Partners

301 Carnegie Center, 3rd Floor

Princeton, NJ 08540

Telephone: (609) 750-2643

Email: orlofsky@blankrome.com

kistler@blankrome.com

RECEIVED

NOV - 3 2015

AT 8:30
WILLIAM T. WALSH
CLERK

DANIEL E. RHYNHART

STEPHEN E. GROSS

DANIEL S. MORRIS

One Logan Square

Philadelphia, PA 19103

Telephone: (215) 569-5500

Email: Rhynhart@blankrome.com

Gross-S@blankrome.com

Morris-d@blankrome.com

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

VortalSoft, Inc.

Plaintiff,

v.

Aspect Software, Inc.

Defendant.

Civil Action No. 15-7855(MAS)

**VERIFIED
COMPLAINT**

Plaintiff VortalSoft, Inc. ("VortalSoft") hereby files this Verified Complaint against Defendant Aspect Software, Inc. ("Aspect"), and alleges as follows:

BACKGROUND

1. VortalSoft seeks to enjoin (i) Aspect's sudden, illegal termination without cause of its franchisee relationship with VortalSoft and (ii) Aspect's campaign of false, disparaging statements about VortalSoft's services.

2. VortalSoft is an information technology solutions firm based in New Jersey that provides general IT consulting services as well as contact center software management solutions.

3. The software and services packages customized by VortalSoft for its customers (the end users) handle contact center routing, workforce management, quality management (such as call recording), analytics, and workforce optimization.

4. For 13 years, VortalSoft has built up its contact center software and software service solutions business as a licensed, authorized channel partner and value added reseller of software and Cloud-based software-as-a-service (SaaS) developed by Aspect, and as an authorized servicer of Aspect software.

5. In fact, all of VortalSoft's contact center customers use Aspect software as part of their contact center management solutions, with VortalSoft selling the Aspect software to them as an authorized reseller.

6. VortalSoft also contracts with these contact center customers to provide related, but separate installation, support, and software development and customization services.

7. Under New Jersey law, VortalSoft—as an authorized, licensed reseller and servicer of Aspect software—is a franchisee of Aspect, and the parties' relationship is governed by the New Jersey Franchise Practices Act, N.J. STAT. § 56:10.

8. The New Jersey Franchise Practices Act forbids a franchisor (here, Aspect) from terminating or not renewing a license agreement with its franchisee (VortalSoft) absent good

cause, meaning a failure to substantially comply with the license terms. The Franchise Practices Act's "good cause" requirement supersedes any conflicting contractual arrangement.

9. In 2014, however, new management at Aspect—knowing that VortalSoft's business was reliant on its reseller licensee relationship with Aspect—leveraged its disparate bargaining power, compelling VortalSoft to accept a new license agreement, called a Partner Agreement, on a take-it-or-leave-it basis that purports to allow Aspect to terminate VortalSoft's license for convenience and no cause. (A copy of the parties' Partner Agreement, executed on January 21, 2015, is attached as **Exhibit A** (hereinafter, the "License Agreement")).

10. And on or about October 21, 2015, Aspect notified VortalSoft that it was terminating its value added reseller relationship with VortalSoft for convenience—*not* for cause or justification—effective either 90 days or 120 days from the date of notice, depending on the product or service. (A true and correct copy of the October 21, 2015 letter is attached as **Exhibit B**).

11. Aspect's motivation for its purported termination of its relationship with VortalSoft is to capture the business and goodwill that VortalSoft has developed over 13 years as a loyal and successful licensed reseller of Aspect products.

12. This is exactly the type of conduct the New Jersey Franchise Practices Act forbids.

13. Within the same or next day as its purported termination notice, Aspect notified each of VortalSoft's customers that it was ending its relationship with VortalSoft and thus to maintain uninterrupted access to the licensed software and services, the customers should contact Aspect directly or channel partners other than VortalSoft (whose contact information was

enclosed). (A true and correct copy of the October 22, 2015 letter from Aspect to VortalSoft customers is attached as **Exhibit C**).

14. Upon information and belief, Aspect has followed up these emails with additional communications to VortalSoft customers wrongly stating that VortalSoft is no longer able to provide the software services that it had contracted to offer.

15. These statements are not true. Even if Aspect can terminate its relationship with VortalSoft without a good faith basis (which it cannot), VortalSoft can continue to provide the same management solutions services and support that it has been providing its customers. These installation, support, development and customization services do not require a license with Aspect.

16. Aspect's unjustified and illegal termination of VortalSoft's reseller license under the New Jersey Franchise Practices Act, N.J. STAT. § 56:10, and Aspect's false and disparaging statements about VortalSoft's services will destroy VortalSoft's business if left unchecked.

17. VortalSoft built its entire contact center management solutions business around its license to act as an authorized seller and servicer of Aspect software. Millions of dollars in pipeline projects are being imminently jeopardized; customers have already ended discussions about deals that were being closed, as VortalSoft is unable to write new business without certainty as to its license. And VortalSoft's customers are likely to move to Aspect's direct sales team or other channel partners, because Aspect is falsely stating that VortalSoft cannot continue to provide the services it is providing.

18. VortalSoft therefore requests that the Court issue a preliminary injunction to prevent the destruction of VortalSoft's business and goodwill by maintaining the pre-termination

notice status quo through an extension of VortalSoft's license, and further enjoining Aspect from making additional false statements about VortalSoft's available services.

THE PARTIES

19. Plaintiff VortalSoft is a corporation organized and existing under the laws of the State of New Jersey with its principal place of business located at 220 Davidson Avenue, Suite 3A, Somerset, NJ 08873.

20. Defendant Aspect is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located at 300 Apollo Drive, Chelmsford, MA 01824.

JURISDICTION AND VENUE

21. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332. This is an action between parties of diverse citizenship with an amount in controversy that exceeds \$75,000.

22. Venue in this Court is proper pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events or omissions giving rise to these claims occurred in this District.

FACTUAL BACKGROUND

23. Aspect is a provider of software and cloud-based consumer engagement, workforce optimization, and back-office solutions.

24. Aspect penetrates the market through its AspectPRO Program, which is comprised of a variety of sales, service, and technology providers that include licensed Cloud Partners and Value Added Resellers, who represent themselves to be authorized Aspect software resellers and service providers.

25. Cloud Partners include both resellers of Aspect-operated platforms or those that deploy Aspect solutions on their own to offer SaaS-based solutions to customers. Value Added Resellers (“VARs”) purchase traditional perpetual software licenses for sale to end users, and often provide related sales, pre-sales, implementation, and support services.

26. Aspect offers a formal contracting process for all licensed partners who will resell Aspect products or services under the Aspect trade name. Under those contracts, the partners are required to provide Aspect with an annual sales commitment and to maintain certain resources to meet other sales and services-related commitments.

27. VortalSoft is a private information technology solutions firm, specializing in solutions to support customers’ business objectives.

28. It offers two primary services. First, it provides contact center software management solutions. As part of this business, it is a VAR for Aspect and complementary software that handles the routing, workforce management, quality management (call recording), analytics, and workforce optimization for contact or call centers. As part of these software solutions, VortalSoft offers support services, including installation, support, and software development and customization options. Second—separate and apart from any Aspect software—VortalSoft offers IT Consulting services.

29. Over the past 13 years, VortalSoft has built its contact center software management solutions business relying on its being a licensed VAR and channel partner of Aspect software.

30. Indeed, VortalSoft has almost exclusively sold Aspect software and complementary software to develop this business, and does not sell software competitive to Aspect.

31. VortalSoft's contact center management solutions business employs approximately 30 employees and generates over \$8.0 million in annual sales per year: \$5 million in product sales and \$3 million in installation, support, development and customization services.

32. Aspect, at all times, has known that VortalSoft almost exclusively sells Aspect and complementary software to VortalSoft's contact center customers.

33. In fact, VortalSoft has been one of the most successful VARs in promoting Aspect's goodwill and fortune, with Aspect giving VortalSoft multiple awards for its partnership success.

34. But, upon information and belief, Aspect's finances have been in decline since it was acquired as part of a private equity transaction.

35. For example, upon information and belief, over the past five or so years, Aspect's annual sales revenue has decreased from approximately \$750 million per year to \$350 million per year.

36. VortalSoft believes that the combination of new management as part of the private equity transaction and Aspect's declining revenue motivated Aspect to try to leverage its superior bargaining position to enable it to take the goodwill and revenue built up by VortalSoft as a loyal licensed VAR over the past 13 years.

37. As part of this scheme, last year, Aspect—knowing that VortalSoft's business is based on and reliant on its license to resell Aspect software—presented VortalSoft with a take-it-or-leave-it contract that purports to allow Aspect to terminate VortalSoft's license(s) to Aspect software for convenience, and without justification. Aspect knew that VortalSoft had no option, but to sign the agreement, if it wished to maintain its business.

I. Prior Efforts by Aspect to Directly Sell to VortalSoft Customers and Interfere with VortalSoft's Customer Agreements and Relationships.

38. Within the past few years, as part of this same scheme to divert VortalSoft's goodwill and customer base, Aspect's direct sales team has contacted numerous VortalSoft customers—without VortalSoft's permission—to attempt to upsell and interfere with VortalSoft's agreements with its customers.

39. For example, the Aspect sales team contacted VortalSoft customers—including Alliance Bernstein, American Credit Acceptance, Remington College, One Nevada, and Valencia College—directly to solicit sales.

40. Aspect has admitted that it should not have contacted and met some of these VortalSoft customers, but this did not stop their conduct.

41. In 2010, Aspect (as it is doing now) took advantage of its disproportionate bargaining power over VortalSoft to strong-arm VortalSoft to back out of a subcontract arrangement with Alcatel-Lucent Technologies for Verizon.

42. Alcatel-Lucent provided technology services to Verizon, and contacted VortalSoft about providing services that were being provided by Aspect, but at a high cost.

43. Alcatel-Lucent had accepted VortalSoft's bid, valuing over \$6 million, and had issued a purchase order to VortalSoft for the first phase of over \$2 million.

44. Aspect, however, sent VortalSoft a disengagement or termination notice to force VortalSoft to back out of the Alcatel-Lucent deal.

45. Aspect also contacted Alcatel-Lucent and falsely stated that VortalSoft does not possess authority to perform services with respect to Aspect products.

46. Once VortalSoft backed out of the Alcatel-Lucent deal, Aspect withdrew its disengagement notice and renewed its license agreement with VortalSoft.

II. Aspect's Efforts to Interfere with VortalSoft's Contracts After Its Purported Notice of Termination.

47. On or about October 22, 2015, VortalSoft received a letter from Aspect regarding a purported notice of termination (disengagement).

48. About twenty minutes later, a VortalSoft customer sent VortalSoft a different letter from Aspect notifying customers of the termination of its relationship with VortalSoft and providing a list of Aspect channel partners or direct sales representatives.

49. Aspect's letter to VortalSoft's customers stated that Aspect was "dissolving its current business partnership with VortalSoft" and "to maintain uninterrupted provision of services, availability of any future product or service needs, and generally ensure your continued satisfaction as an end user of Aspect products, we recommend that you consider an authorized partner from the list below, all of whom are fully-qualified to meet your needs."

50. Aspect's letter to VortalSoft's customers wrongly implies that even if Aspect legally terminated VortalSoft's resale license (which it did not), VortalSoft cannot continue to provide the same services it had been providing. VortalSoft can continue to provide the same installation, support, development and customization services to its customers that it has been providing for 13 years and which it is currently contracted to provide.

51. In addition, upon information and belief, Aspect's Channel Managers, Account Executives, and other Aspect partners have been calling VortalSoft customers to similarly and falsely state that VortalSoft cannot offer the services it has been providing to its customers, because Aspect is purportedly terminating its relationship with VortalSoft.

52. For example, the Vice President of Worldwide Partner and Channel Sales for Aspect, Michael Moors, and an Aspect Channel Manager, Alton Harwood, called VortalSoft's customer Carfinco to discuss VortalSoft. Aspect told them that VortalSoft could not provide any

services regarding Aspect, which is absolutely false—VortalSoft's contractual obligations to its customers to provide installation, support, development and customization services do not require a license from Aspect.

53. Similarly, Aspect Channel Manager, Ron Baxter, called VortalSoft's customer Veros Credit and falsely stated that VortalSoft will no longer be providing its current services, and offered to introduce another Aspect channel partner (Waterfield Technologies) to Veros.

54. Multiple VortalSoft customers have already backed out of hundreds of thousands of dollars in sales that were set to close, stating to VortalSoft that they cannot close these deals for the sale of Aspect software and related services due to the uncertainty created by Aspect's statements that VortalSoft's license to sell Aspect software is being terminated and that VortalSoft will no longer be able to provide supporting services.

**THE IRREPARABLE HARM THAT ASPECT'S ILLEGAL TERMINATION AND
INTERFERENCE WILL CAUSE VORTALSOFT**

55. Aspect's purported termination of VortalSoft's license for convenience, *not* good cause, will unquestionably cause irreparable harm to VortalSoft's goodwill and business. VortalSoft has spent considerable money, time, and efforts over the past 13 years to build its business as a VAR of Aspect around the promotion and use of Aspect software to offer contact center management solutions and services. And VortalSoft's customers have made substantial investments in software solutions based on Aspect software, making the likelihood of VortalSoft being able to keep even a fraction of its customers unlikely, unless Aspect's illegal termination is enjoined.

56. Likewise, Aspect's interference and false statements about VortalSoft's services and capabilities, if left unchecked, will cause irreparable harm to VortalSoft. Aspect's improper contact with VortalSoft's customers will deprive VortalSoft of significant goodwill among

customers who have become accustomed to using the services of VortalSoft. VortalSoft is faced with completely losing those customers, and the entirety of their business. Aspect's misrepresentations and interference create the false impression that VortalSoft's services are deficient and/or that it is leaving the space. Thus, permitting Aspect to engage in this conduct would effectively permit them to steal VortalSoft's goodwill—goodwill generated through 13 years of loyal service to and promotion of Aspect.

57. The injuries described above and further below are not fully compensable by money damages.

COUNT ONE

(Violation of New Jersey's Franchise Practices Act, N.J. STAT. § 56:10)

58. VortalSoft hereby incorporates by reference all preceding paragraphs of this Complaint as though the same were set forth at length herein.

59. VortalSoft and Aspect's relationship is one of a franchisee and franchisor under the New Jersey Franchise Practices Act, N.J. STAT. § 56:10-1, et seq.

60. VortalSoft maintains its principal place of business, and only United States-based physical place of business, in Somerset, New Jersey, from which it makes and/or supervises all its contact center software and related services business and sales, including, among other things, customer visits, sales closings, sales supervision, live demonstrations and supervision of remote demonstrations.

61. VortalSoft and Aspect over the past 13 years have executed a series of license agreements, making VortalSoft an authorized reseller and servicer of Aspect software products.

62. For 13 years, VortalSoft has promoted itself, with Aspect's express license, permission and knowledge, as an authorized and official reseller and servicer of Aspect software products, consistent with the sales and service requirements and conditions imposed by Aspect.

63. And in these 13 years of partnership, VortalSoft—with Aspect’s knowledge—has built a successful contact center software and software service solutions business that heavily invested in and uses Aspect (and complementary) software, and thereby promotes and benefits both VortalSoft’s and Aspect’s goodwill.

64. VortalSoft’s customers also have invested substantial time and money into Aspect’s software, such that it is infeasible for VortalSoft’s customers to consider competitive software during the multi-year life cycle of Aspect’s software.

65. In addition to VortalSoft’s Aspect-specific goodwill investment, VortalSoft has made additional franchise-specific investments, including, among other things, (i) the purchase of Aspect Proprietary DCP (digital communications processor), cards, and demonstration software license, which also required the purchase of Windows Server and OS to run; (ii) 13 years of specialized training in the Aspect software for its employees and customers, as well as the purchase for 12 years of Aspect training line items, including travel costs for onsite-training; (iii) insurance for the Aspect-related business; (iv) web-based, electronic, and trade show promotional materials, booths, cards, letterhead and materials that jointly promote VortalSoft and Aspect Software and their authorized partnership; (v) Aspect-specific inventory and spares; and (vi) the execution of a 5+ year lease for VortalSoft’s New Jersey place of business to support and grow VortalSoft’s Aspect-based contact center solution business, as well as a lease in Canada exclusively for VortalSoft’s engineering team to support this Aspect-based business.

66. Many of these investments were required by VortalSoft’s license agreement with Aspect, and the incorporated AspectPro Policies and Procedures Guide (attached as **Exhibit D**), including: (a) “All advertisements and promotional materials will (1) clearly identify Aspect or its licensors as the owner of the Marks; (2) promote the goodwill of Aspect, (3) conform to

Aspect's then-current trademark and logo guidelines and (4) otherwise comply with any local notice or marking requirement", (Ex. A at p. 6 of 35, ¶9.b; emphasis added.); (b) "Partner shall at all times meet and maintain compliance with the Guide" and "Partner shall comply with the Support Policies and Procedures for Partners and the product specific Support Policies and Procedures", (Ex. A, Part 2 Module, License (Premise) Resale, p. 11 of 35, ¶ 2); (c) "Partner will, at its expense, take reasonable measures to actively promote and advertise the products (and, as applicable, the services) within the designated territory(ies) including, but not limited to, (i) placing Aspect and the Aspect logo on partner's website, (ii) placing the products on partner's website and in catalogs in a prominent manner, (iii) prominently featuring the products (and, as applicable, services) in any applicable trade show that it attends and (iv) contacting existing and potential end users on a regular basis to solicit orders for Aspect products and services, consistent with good business practice", (Ex. D at 14); and (d) Partner will at all times follow Aspect's current branding guidelines, (*id.*).

67. VortalSoft's license agreement further restricts its ability to sell competitive products—which it does not, because it has built its business over 13 years on the sale and promotion of Aspect software—by providing that VortalSoft could offer only the one listed competitive product, if it wished, and requiring that VortalSoft, as Aspect's "Partner", "notify Aspect in writing, in connection with and prior to, Partner beginning to directly or indirectly promote, represent, distribute, install, customize, maintain, support or otherwise market to any End User any customer contact center products or services which (a) directly compete with the Products or Services[.]" (Ex. A at 3 of 35, ¶ 3.g(iii).) Aspect is then free "in its sole discretion" to terminate the Agreement upon such notice, if it believes the sale of competing products would

“compromise or otherwise negatively impact the commercial basis of the relationship previously established between Aspect and Partner [VortalSoft][.]” (*Id.* at ¶ 3.g(iv).)

68. VortalSoft’s license agreement also provides Aspect with an “audit right” to inspect VortalSoft’s business records, computer processors, equipment and facilities during normal working hours to verify its compliance with the Agreement. (*Id.* at 7 of 35, ¶ 11.)

69. During the most recent license agreement negotiations, Aspect used its vastly superior bargaining position to force VortalSoft to execute a license agreement that purports to permit Aspect to terminate VortalSoft’s license without cause and for convenience only.

70. The parties’ license agreement expressly recognizes that VortalSoft is a New Jersey based company with its primary location and place of sales in Somerset, New Jersey. (Ex. A at 1.)

71. VortalSoft has been in substantial compliance with its license agreement with Aspect, and has been recognized for multiple awards by Aspect over the years.

72. The New Jersey Franchise Practices Act, § 56:10-5 provides, “It shall be a violation of this act for a franchisor to terminate, cancel or fail to renew a franchise without good cause.”

73. And the Act’s “good cause” requirement supersedes any contractual arrangement to the contrary.

74. Aspect has admitted in its notice of termination letter of October 21, 2015 that it was terminating the agreement for “convenience” and not for good cause.

75. Aspect’s unlawful termination, if not enjoined, will irreparably harm VortalSoft by interfering with VortalSoft’s ability to maintain its relationships that are based on the sale of Aspect software, jeopardizing VortalSoft’s entire business.

COUNT TWO

(Tortious Interference with Contract)

76. VortalSoft hereby incorporates by reference all preceding paragraphs of this Complaint as though the same were set forth at length herein.

77. Aspect tortiously interfered with VortalSoft's contractual relationships with its customers by directly calling VortalSoft customers to try to usurp VortalSoft's existing agreements, including, but not limited to, Alliance Bernstein, American Credit Acceptance, Remington College, One Nevada, and Valencia College.

78. Aspect also tortiously interfered with VortalSoft's agreement to provide technology services to Verizon via Alcatel-Lucent Technologies by forcing VortalSoft to back out of the relationship by issuing a termination notice of VortalSoft's license that Aspect only withdrew after VortalSoft backed out of its deal with Alcatel-Lucent.

79. Aspect has further tortiously interfered with VortalSoft's customer base through its letter sent on or about October 22, 2015, and its subsequent communications, with VortalSoft's customers, falsely stating that VortalSoft is incapable of continuing to provide the services it has contracted to provide.

80. VortalSoft had and has existing contractual relations with these customers, and Aspect knew about those contractual relationships.

81. Aspect's false statements have caused multiple VortalSoft customers to back out of deals set to close.

82. Throughout all of its tortious conduct, Aspect acted without privilege or justification in interfering with VortalSoft's contractual relationships.

83. Aspect's interference with VortalSoft's contractual relations was willful and wanton and has been carried out with a specific intent to injure VortalSoft, or in reckless disregard for VortalSoft's rights.

84. VortalSoft will be irreparably harmed by Aspect's tortious conduct if Aspect is permitted to continue interfering with VortalSoft's contracts.

COUNT THREE
(Commercial Disparagement)

85. VortalSoft hereby incorporates by reference all preceding paragraphs of this Complaint as though the same were set forth at length herein.

86. Aspect has made false and misleading statements to VortalSoft's customers about VortalSoft's ability to maintain its customer services.

87. On information and belief, the false and/or misleading statements of Aspect have been willfully and maliciously published to customers in commerce to disparage and divert business from VortalSoft.

88. Aspect's statements have and will continue to damage the reputation and value of VortalSoft and its ability to conduct business.

89. VortalSoft will be irreparably harmed by Aspect's disparagement if it is permitted to continue making false and misleading statements about VortalSoft.

COUNT FOUR
(Unfair Competition)

90. VortalSoft hereby incorporates by reference all preceding paragraphs of this Complaint as though the same were set forth at length herein.

91. The conduct of Aspect constitutes unfair competition and has wrongfully deprived VortalSoft of the benefit of its customer relations.

92. Aspect has also intentionally interfered with VortalSoft's customer relationships in an effort to inflict harm upon VortalSoft and take VortalSoft's customer relationships and goodwill.

93. Aspect's conduct is in violation of the accepted practices and procedures of the software channel partner and VAR business, as well as modern business practices.

94. VortalSoft will be irreparably harmed by Aspect's tortious conduct if Aspect is permitted to continue competing unfairly with VortalSoft.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff VortalSoft demands entry of judgment in its favor awarding the following relief:

1. Preliminarily and permanently enjoining Aspect, and all those acting in concert or privity with it, including any of its channel partners, agents, servants, employees, and attorneys, from terminating the VortalSoft's License Agreement without cause, and requiring Aspect to retract its October 22, 2015 letter and subsequent statements to VortalSoft's customers about the termination of VortalSoft's license.
2. Preliminarily and permanently enjoining Aspect, and all those acting in concert or privity with it, including any of its channel partners, agents, servants, employees, and attorneys, from making statements to VortalSoft's customers about VortalSoft's services.
3. Awarding VortalSoft damages in an amount to be proven at trial.
4. Awarding VortalSoft punitive damages against Aspect.
5. Awarding VortalSoft their costs in prosecuting these claims, including its reasonable attorneys' fees.
6. Such other and further relief as the Court may deem appropriate.

JURY DEMAND

VortalSoft requests trial by jury for any issues so triable.

Date: November 3, 2015

Respectfully submitted,

/s/ David C. Kistler

BLANK ROME LLP

A Pennsylvania LLP

STEPHEN M. ORLOFSKY

DAVID C. KISTLER

New Jersey Resident Partners

301 Carnegie Center, 3rd Floor

Princeton, NJ 08540

Telephone: (609) 750-2643

Email: orlofsky@blankrome.com

kistler@blankrome.com

DANIEL E. RHYNHART

STEPHEN E. GROSS

DANIEL S. MORRIS

One Logan Square

Philadelphia, PA 19103

Telephone: (215) 569-5500

Email: Rhynhart@blankrome.com

Gross-S@blankrome.com

Morris-d@blankrome.com

Attorneys for Plaintiff

LOCAL CIVIL RULE 11.2 CERTIFICATION

VortalSoft hereby certifies that, to its knowledge, the matter in controversy in this action is not the subject of any other pending lawsuit, arbitration, or administrative proceeding.

Respectfully submitted,

/s/ David C. Kistler

BLANK ROME LLP

A Pennsylvania LLP

STEPHEN M. ORLOFSKY

DAVID C. KISTLER

New Jersey Resident Partners

301 Carnegie Center, 3rd Floor

Princeton, NJ 08540

Telephone: (609) 750-2643

Email: orlofsky@blankrome.com

kistler@blankrome.com

DANIEL E. RHYNHART

STEPHEN E. GROSS

DANIEL S. MORRIS

One Logan Square

Philadelphia, PA 19103

Telephone: (215) 569-5500

Email: Rhynhart@blankrome.com

Gross-S@blankrome.com

Morris-d@blankrome.com

Attorneys for Plaintiff

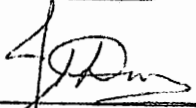
VERIFICATION

Jayesh Dave declares under penalty of perjury:

1. I am employed as Chief Operating Officer for the Plaintiff VortalSoft. I am authorized by VortalSoft to execute this Verification.

2. I have reviewed the foregoing Verified Complaint and hereby verify that the factual allegations contained in it are true. I base this statement on my personal knowledge, and on the business records of VortalSoft.

Executed this 2 day of November 2015 at Summit New Jersey.


Jayesh Dave