

## Appendix A

	<i>Trooien II</i>	<i>Trooien III</i>	<i>Trooien IV</i>
<b>Allegations re: Sproqit revenue projections</b>			
Mansour repeatedly told Trooien that the revenue projections received were “arbitrary and capricious,” “made with fraudulent intent,” and “false and flawed”	Dismissed		“Such a general allegation does not satisfy the requirements of Rule 9(b)”
“significant amounts were going to be obtained”	Dismissed		“Properly dismissed by the district court” since not a false statement of past or existing fact nor pled with sufficient particularity.
Mansour told Trooien it was an “absolute fact” that Microsoft would acquire Sproqit	Not dismissed	SJ granted to Mansour	“Trooien has failed to present any statements or omissions of material fact to support his assertion that Mansour fraudulently represented that Sproqit would be acquired by Microsoft. Nor does the record support a conclusion that Mansour provided Trooien with false information as required for a negligent misrepresentation claim under Minnesota law.”
Mansour told Trooien there were “contracts in place” with Bell Mobility	Not dismissed	SJ granted to Mansour	“That the contract [with Bell Mobility] did not produce as hoped is not an actionable claim for fraudulent misrepresentation. Nor is it sufficient to support a claim of negligent misrepresentation.”
<b>Allegations re: Microsoft’s Possible Acquisition of Sproqit</b>			
Mansour told Trooien Microsoft had given the “green light” to acquire Sproqit	Dismissed		“Trooien pled no particularized facts showing that Mansour supplied ‘false information’ when he stated that a particular Microsoft agent had given ‘the green light’ concerning the possible acquisition of Sproqit.”
Mansour told Trooien he was “very good at maneuvering within Microsoft”	Dismissed		“Such a statement is merely an opinion, and is too ‘general and indefinite’ to be a representation of fact.”

<b>Allegations re: Archos</b>			
Mansour wrote to Trooien, “I refuse to let this thing die before I ship with Archos”	Dismissed		“cannot be characterized as an untrue statement of ‘past or existing fact’”
Mansour told Trooien “we have to fulfill the Archos contract”	Dismissed		Trooien did not sufficiently plead facts to show that this was “false information”
2005 e-mail from Archos to Mansour: “We have not a clear idea of whether we will need Sproqit.”	Dismissed		“demonstrates that Archos was at that time still considering using Sproqit products, which would have required Sproqit to fulfill its contract”
<b>Claims against Roitblat</b>	Dismissed		“We agree that the claims against Roitblat fail to satisfy Rule 9(b). . . . It is not sufficient to attribute alleged false statements to ‘defendants’ generally.”