**UNITED STATES DISTRICT COURT**
**SOUTHERN DISTRICT OF NEW YORK**

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| ALFRED H. CAILTEAUX, Individually and On Behalf of All Others Similarly Situated,<br><br>Plaintiff,<br><br>vs.<br><br>ANDREW BROWN, RON MUNKITTRICK DARRYL R. COHEN, MITCHELL COHEN and BDO SEIDMAN LLP,<br><br>Defendants. | ) | **CIVIL ACTION NO.**<br><br>CLASS ACTION COMPLAINT<br><br>**JURY TRIAL DEMANDED** |

## NATURE OF THE ACTION

1. This is a federal class action on behalf of purchasers of the publicly traded securities of Ramp Corporation. ("Ramp" or the "Company") between April 14, 2004, and May 20, 2005 (the "Class Period"), seeking to pursue remedies under the Securities Exchange Act of 1934 (the "Exchange Act").

## JURISDICTION AND VENUE

2. The claims asserted herein arise under and pursuant to Sections 10(b) and 20(a) of the Exchange Act, (15 U.S.C. §§ 78j(b) and 78t(a)), and Rule 10b-5 promulgated thereunder (17 C.F.R. § 240.10b-5).

3. This Court has jurisdiction over the subject matter of this action pursuant to § 27 of the Exchange Act (15 U.S.C. § 78aa) and 28 U.S.C. § 1331.

4. Venue is proper in this Judicial District pursuant to § 27 of the Exchange Act, 15 U.S.C. § 78aa and 28 U.S.C. § 1391(b). Many of the acts and transactions alleged herein, including the preparation and dissemination of materially false and misleading information, occurred in

substantial part in this Judicial District. Additionally, the Company maintains a principal executive office in this Judicial District.

5. In connection with the acts, conduct and other wrongs alleged in this complaint, defendants, directly, or indirectly, used the means and instrumentalities of interstate commerce, including but not limited to, the United States mails, interstate telephone communications, and the facilities of the national securities exchange.

**PARTIES**

6. Plaintiff, Alfred H. Cailteaux, as set forth in the accompanying certification, incorporated by reference herein, purchased Ramp securities at artificially inflated prices during the Class Period and has been damaged thereby.

7. Defendant Andrew Brown was, at all relevant times, the Company's President since the start of the Class Period, and was appointed Chairman of the Board and Chief Executive Officer ("CEO") of Ramp on April 25, 2004.

8. Defendant Ron Munkittrick was, at all relevant times, the Company's Chief Executive Officer.

9. Defendant Darryl R. Cohen, at all relevant times, the Company's director and Chairman of the Board.

10. Defendant Mitchell Cohen, at all relevant times, the Company's Chief Executive Officer.

11. Defendant BDO Seidman LLP ("Seidman") is a large, multi-national accounting firm and was, at all times relevant to this action, one of this country's largest public accounting firms. Seidman has its headquarters in Chicago, IL, and also has an office located at 330 Madison Avenue,

New York, NY 10017.

12. Defendants Brown, Munkittrick, Darryl Cohen, and Mitchell Cohen are collectively referred to hereinafter as the "Individual Defendants."

13. The Individual Defendants, by reason of their management positions and membership and ownership of the Company's stock, were at all relevant times controlling persons of Ramp within the meaning of Section 20(a) of the Exchange Act. The Individual Defendants had the power and influence to cause Ramp to engage in the unlawful acts and conduct alleged herein, and did exercise such power and influence

## PLAINTIFF'S CLASS ACTION ALLEGATIONS

14. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3) on behalf of a Class, consisting of all those who purchased or otherwise acquired the securities of Ramp between April 14, 2004, and May 20, 2005 , inclusive (the "Class Period") and who were damaged thereby. Excluded from the Class are defendants, the officers and directors of the Company, at all relevant times, members of their immediate families and their legal representatives, heirs, successors or assigns and any entity in which defendants have or had a controlling interest.

15. The members of the Class are so numerous that joinder of all members is impracticable. Throughout the Class Period, Ramp's securities were actively traded on the National Association of Securities Dealers Automated Quotations (NASDAQ) market. While the exact number of Class members is unknown to Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiff believes that there are hundreds or thousands of members in the proposed Class. Record owners and other members of the Class may be identified from records

maintained by Ramp or its transfer agent and may be notified of the pendency of this action by mail, using the form of notice similar to that customarily used in securities class actions.

16. Plaintiff's claims are typical of the claims of the members of the Class as all members of the Class are similarly affected by defendants' wrongful conduct in violation of federal law that is complained of herein.

17. Plaintiff will fairly and adequately protect the interests of the members of the Class and has retained counsel competent and experienced in class and securities litigation.

18. Common questions of law and fact exist as to all members of the Class and predominate over any questions solely affecting individual members of the Class. Among the questions of law and fact common to the Class are:

(a) whether the federal securities laws were violated by defendants' acts as alleged herein;

(b) whether statements made by defendants to the investing public during the Class Period misrepresented material facts about the business, operations and management of Ramp; and

(c) to what extent the members of the Class have sustained damages and the proper measure of damages.

19. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable. Furthermore, as the damages suffered by individual Class members may be relatively small, the expense and burden of individual litigation make it impossible for members of the Class to individually redress the wrongs done to them. There will be no difficulty in the management of this action as a class acti

## Background

20. Ramp, formerly known as Medix Resources, Inc.. The Group's principal activity is to develop and market healthcare connectivity software centered on its CarePoint Suite of application service providers ('ASP')-based internet technologies. The Group provides Internet based communication, data integration, and transaction processing designed to provide access to safer and better healthcare. These proprietary technologies provide Internet-based communication, data integration and transaction processing technologies, electronic prescribing of drugs, laboratory orders and results. The Group's products enable communication of healthcare information among physicians' offices, pharmacies, hospitals, pharmacy benefit managers, health management organizations, pharmaceutical companies and health insurance companies. On October 22, 2004, the Group acquired Berdy Medical Systems, Inc.

21. According to the Company's 2004 Form 10-K dated April 4, 2005 (the "2004 10-K"), Ramp through its wholly-owned subsidiary HealthRamp, Inc. ("HealthRamp") is a "leading provider of internet-based, point-of-care healthcare applications and services that increase patient safety, improve medical practice efficiency, and reduce costs....[Its] applications support clinical decision making, improve treatment outcomes, and create significant operational efficiencies."

## SUBSTANTIVE ALLEGATIONS

22. On April 14, 2004, Ramp issued its annual report for the fiscal year ending December 31, 2003 on its 2003 Form 10-K (the "2003 10-K") filed with the SEC that was signed by Defendants Darryl Cohen, Mitchell Cohen, and Brown. Such report included a report to the shareholders of Ramp prepared and signed by Defendant Seidman dated April 8, 2004, which stated that the financial statements incorporated in such report "present fairly, in all material respects, the

financial position of Ramp Corporation and subsidiaries at December 31, 2003...." (2003 10-K mat F-2). Such report also included the consent of Seidman to, *inter alia*, the incorporation of Ramp's audited financial statements that were certified by Seidman into other SEC Filings (2003 10-K Exhibit 23-2). Such audited financial statements stated that Ramp had a net loss applicable to common shareholders of approximately $31.3 million (on revenue of $433,000) for fiscal 2003 and had a net loss per share of $0.35. In addition, in the section of the 2003 10-K discussing controls and procedures, after referring to certain weaknesses in internal controls, it stated, *inter alia*:

> However, BDO Seidman, LLP has advised the Audit Committee that these conditions were considered in determining the nature, timing, and extent of the procedures performed for the audit of our financial statements for the year ended December 31, 2003, and that these conditions did not affect its audit report dated April 8, 2004 with respect to these financial statements ...

23. Included as Exhibit 31.1 to the 2003 10-K was a certification, as required by the Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley", signed by Defendant Darryl Cohen stating, in relevant part that:

> 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
>
> 4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
>
> a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
>
> b. Evaluated the effectiveness of the registrant's disclosure controls and

procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

c. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over the financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

24. Included as Exhibit 31.2 to the 2003 10-K was a Sarbanes-Oxley certification signed by Defendant Mitchell Cohen containing the identical representation about Ramp's financial statements, controls, procedures and financial reporting as the one signed by Defendant Darryl Cohen.

25. Included as Exhibit 32.1 to the 2003 10-K was a certification, as required by Sarbanes-Oxley, signed by Defendants Darryl Cohen and Mitchell Cohen stating that:

Each of the undersigned hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, the Annual Report of Ramp Corporation on Form 10-K for the year ended December 31, 2003, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such Report fairly presents, in all material respects, the financial condition and results of operations of Ramp Corporation for the periods presented.

26. The above statements in the 2003 10-K were false and misleading because the financial results contained therein were unreliable, as subsequent disclosed by Seidman.

27. On April 26, 2004, the Company announced in a press release that Defendant Darryl Cohen resigned his positions with the Company. Ramp announced that Defendant Brown was appointed as the new CEO and Chairman.

28. On or about May 17, 2004, Ramp filed its quarterly report for the fiscal quarter ended March 31, 2004 with the SEC (the "First Quarter 10-Q"). Included in the First Quarter 10-Q were the following exhibits: (a) Exhibit 31.1, which was a certification signed by Defendant Brown identical, in all relevant terms, to the one signed by Defendant Darryl Cohen that was attached as Exhibit 31.1 to the 2003 10-K; (b) Exhibit 31.2, which was a certification signed by Defendant Mitchell Cohen identical, in all relevant terms, to the one he signed that was attached as Exhibit 31.2 to the 2003 10-K; and (c) Exhibit 32, which was a certification signed by Defendants Brown and Mitchell Cohen identical, in all relevant terms, to the one signed by Defendants Darryl Cohen and Mitchell Cohen that was attached as Exhibit 32.1 to the 2003 10-K.

29. In the section of the First Quarter 10-Q discussing controls and procedures, after referring to certain weaknesses in internal controls, it stated, *inter alia*:

> However, BDO Seidman, LLP has advised the Audit Committee that these conditions were considered in determining the nature, liming, and extent of the procedures performed for the audit of our financial statements for the year ended December 31, 2003 and for the SAS 100 review of our financial statements for the quarter ended March 31, 2004, and that these conditions did not affect its audit report dated April 8, 2004 with respect to our financial statements for the year ended December 31, 2003....

30. On or about August 16, 2004, Ramp filed its quarterly report for the fiscal quarter ended June 30, 2004 with the SEC (the "Second Quarter 10-Q"). Included in the Second Quarter

10-Q were the following exhibits: (a) Exhibit 31.1, which was a certification signed by Defendants Brown and Mitchell Cohen identical, in all relevant terms, to the one they signed that was attached as Exhibit 32 to the First Quarter 10-Q; (b) Exhibit 31.2, which was a certification signed by Defendant Mitchell Cohen identical, in all relevant terms, to the one he signed that was attached as Exhibit 31.2 to the First Quarter 10-Q; and (c) Exhibit 32, which was a certification signed by Defendant Brown and Mitchell Cohen identical, in all relevant terms, to the one they signed that was attached as Exhibit 32 to the First Quarter 10-Q.

31. In the section of the Second Quarter 10-Q discussing controls and procedures, after referring to certain weaknesses in internal controls, it stated, *inter alia*:

> However, BDO Seidman, LLP has advised the Audit Committee that these conditions were considered in determining the nature, timing, and extent of the procedures performed for the audit of our financial statements as of and for the year ended December 31, 2003 and the SAS 100 review of our financial statements for the quarterly periods ended March 31, and June 30, 2004, and that these conditions did not affect its audit report dated April 4, 2004 with respect to our financial statements as of and for the year ended December 31, 2003....

32. On or about September 8, 2004, Defendant Mitchell Cohen resigned his positions as CFO, Executive Vice President, and Secretary of Ramp.

33. On or about October 12, 2004, Ramp announced that Defendant Munkittrick was appointed as CFO of the Company. Munkittrick had been a consultant for Ramp since June 2004 on operational and financial initiatives.

34. On or about November 15, 2004, Ramp filed its quarterly report for the fiscal quarter ended September 30, 2004 with the SEC (the "Third Quarter 10-Q). Included in the Third Quarter 10-Q were the following exhibits: (a) Exhibit 31.1, which was a certification signed by Defendant Brown identical, in all relevant terms, to the one he signed that was attached as Exhibit 31.1 to the

Second Quarter 10-Q; (b) Exhibit 31.2, which was a certification signed by Defendant Munkittrick identical, in all relevant terms, to the one signed by Defendant Mitchell Cohen that was attached as Exhibit 31.2 to the Second Quarter 10-Q; and (c) Exhibit 32, which was a certification signed by Defendants Brown and Munkittrick identical, in all relevant terms, to the one signed by Defendants Brown and Mitchell Cohen that was attached as Exhibit 32 to the Second Quarter 10-Q.

35. In the section of the Third Quarter 10-Q discussing controls and procedures, after referring to certain weaknesses in internal controls, it stated, *inter alia*:

> However, BDO Seidman, LLP has advised the Audit Committee that these conditions were considered in determining the nature, timing, and extent of-the procedures performed for the audit of our financial statements as of and for the year ended December 31, 2003 and the SAS 100 review of our financial statements for the quarterly periods ended March 31, June 30 and September 30, 2004, and that these conditions did not affect its audit report dated April 4, 2004 with respect to our financial statements as of and for the year ended December 31, 2003....

36. On or about November 30, 2004, Ramp announced that its shareholders approved a one-for-sixty reverse stock split of the Company's outstanding shares of common stock. The reverse stack split was to be effective on December 1, 2004. Regarding the stock split, Defendant Brown stated: "Completing this reverse split positions us to attract institutional investors, a broader audience of potential shareholders and improves our financial flexibility and strength in the eyes of many of our business partners. Our technology suites, CarePoint and CareGiver, position us for substantial future growth as a company. Today's stockholder action will allow us to continue to gather momentum in bringing our healthcare connectivity solutions to market."

37. On or about December 10, 2004, Ramp announced that its secured convertible note holders agreed to exchange their entire secured debt into restricted Ramp common stock. Because of this action, Ramp's assets, including its intellectual property, would no longer be subject to a

security previously held by the convertible note holders. Removing the debt also eliminated a number of restrictive covenants that impeded Ramp's to fund its operations. The notes were converted into restricted common stock based on Ramp's closing price on December 2, 2004, and the note holders were issued one million warrants with an exercise price of $1.14 per share. Defendant Brown stated: "this debt-to-equity exchange, in concert with our recently completed and successful reverse split, affords us renewed financial and operational flexibility. We are now poised to attract the necessary capital with which to execute our business plan, and its growth opportunities, for the foreseeable future."

38. On or about January 13, 2005, Ramp announced that it entered into an agreement with three institutional investors, led by DKR Soundshore Oasis Holding Fund Ltd. ("DKR") along with Harborview Master Fund, L.P. ("Harborview") and Platinum Partners Value Arbitrage Fund, L.P. ("Platinum"), for the private placement of up to $4 million of convertible redeemable debentures, convertible into common stock at an initial conversion price of $2.40, and warrants to purchase up to one hundred percent of the shares of common stock issuable upon conversion at an initial purchase price of $2.40. These investors already provided $2 million in funding to Ramp and a second closing, whereby Ramp would be provided with an additional $2 million remained subject to certain closing conditions. The convertible redeemable debentures bore interest at the rate of 8% per annum and were to be amortized over a period of time. Principal and interest on the debentures were payable monthly at the option of Ramp in cash or shares of common stock based upon an agreed upon formula.

39. Also on or about January 13, 2005, Ramp announced that it had entered into an agreement for up to $25 million in cash of equity line financing, which, subject to certain closing

conditions, could be drawn down by Ramp at its discretion. After a draw down by the Company, the investor was to receive Ramp shares of common stock based on an 8% discount to the 10-day market price of common stock at the time of each draw price. Defendant Brown stated regarding the private placement and equity financing: "The financing positions us to grow the deployment of our CarePoint and CareGiver technologies in their respective markets, while continuing to aggressively expand their future features. In addition, the equity line will afford us with additional liquidity, through an attractive form of financing, as needed. This two-pronged financing, and the quality institutional investors with whom we have completed it, should provide us with the necessary capital to grow our business towards profitability."

40. During March 2005, the Company announced a number of agreements whereby it used shares of its common stock to compensate vendors in lieu of cash payments, and also used its stock to settle a dispute. In five separate transactions, Ramp agreed to issue more than 1,045,000 shares of its common stock to pay for goods or services, and an additional agreement whereby Ramp agreed to issue warrants to purchase up to 75,000 shares of its common stock to a vendor. In connection with the settlement, Ramp agreed to issue 41,667 restricted shares of its common stock, which could be sold during a 15 business day trading period following registration of such shares.

41. On April 4, 2005, Ramp issued its annual report for the fiscal year ending December 31, 2004 on its 2004 10-K filed with the SEC that was signed by Defendants Brown and Munkittrick. Such report included a report to the shareholders of Ramp prepared and signed by Seidman dated March 16, 2005, which stated that the financial statements incorporated in such report "present fairly, in all material respects, the financial position of Ramp Corporation and subsidiaries at December 31, 2004 and 2003...." (2004 10-K at F-2). Such report also included the

consent of Seidman to, *inter alia*, the incorporation of Ramp's audited financial statements that were certified by Seidman into other SEC filings (2004 10-K Exhibit 23.2). Such audited financial statements stated that Ramp had a net loss applicable to common shareholders of approximately $50.8 million (on revenue of $264,000) for fiscal 2004 and had a net loss per share of $14.73.

42. Included as Exhibit 31.1 to the 2004 10-K was a certification, as required by Sarbanes-Oxley, signed by Defendant Brown that was identical, in all relevant parts, to the Sarbanes-Oxley certification signed by Defendant Darryl Cohen that was included as part of the 2003 10-K, which is quoted above.

43. Included as Exhibit 31.2 to the 2004 10-K was a Sarbanes-Oxley certification signed by Defendant Munkittrick containing the identical representation about Ramp's financial statements, controls, procedures and financial reporting as the one signed by Defendant Brown.

44. Included as Exhibit 32.1 to the 2004 10-K was a certification, as required by Sarbanes-Oxley, signed by Defendants Brown and Munkittrick stating that:

> Each of the undersigned hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, the Annual Report of Ramp Corporation on Form 10-K for the year ended December 31, 2004, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such Report fairly presents, in all material respects, the financial condition and results of operations of Ramp Corporation for the periods presented.

45. The above statements in the 2004 10-K were false and misleading because the financial results contained therein were unreliable, as subsequently disclosed by Seidman.

46. Also reported in the 2004 10-K, on March 31, 2005, the Company entered into a securities purchase agreement with Alpha Capital AG ("Alpha"), Ellis International Ltd. ("Ellis"), and Double U Master Fund LP ("Double U"), each an institutional investor, pursuant to which the

Company agreed to sell, and the investors agreed to purchase, 8% convertible redeemable debentures in the aggregate amount of $2,100,000 and five-year warrants to purchase 840,000 shares of common stock at an exercise price of $1.25. The debentures are convertible into common stock of the Company at an initial conversion price of $1.25. A first closing of $1,050,000 occurred on March 31, 2005. A second closing of $1,050,000 shall occur upon the completion of certain closing conditions set forth in the securities purchase agreement. The Company is obligated to redeem one-fifth of the principal and interest amount on the debentures in cash or, at the option of the Company, shares of common stock, on the first day of each month, commencing on the earlier of (a) July 29, 2005, and (b) the first date following the 20th day after the effective date of the registration statement registering for resale the securities issuable upon conversion of the debentures, and ending upon the full redemption of the debentures.

47. In connection with the transaction described in the preceding paragraph, and in order to obtain the waiver and consent of DKR, Harborview, and Platinum, the Company amended its agreement with those three entities and reduced the initial conversion price from $2.40 to $1.25 and the exercise price of the five-year warrants to purchase up to 1,666,667 shares of common stock was reduced from $2.40 to $1.25. Other conversion and exercise price terms were similarly modified.

**The Truth Begins To Be Revealed**

48. On May 21, 2005, Seidman resigned as the Company's auditor and advised Ramp that the Company's 2003 and 2004 audit reports were unreliable. As a result of such information, Ramp stated that it would not file its quarterly report on Form 10-Q for the quarter ended March 31, 2005 on time, which led to its defaulting on $4 million the Company had received in January 2005 in a private placement from DKR, Harborview, and Platinum, and a $2.1 million private placement

it received in March 2005 from Alpha, Ellis and Double U. The Company was notified on May 31, 2005 by a letter from DKR that it was in default under the debentures and demanding the mandatory prepayment amount thereunder. On May 27, 2005, the Company received a letter from Alpha notifying it that it was in default under the Note and demanding immediate payment of the Note including principal and interest. In addition, because of the Company's failure to file its first quarter 10-Q on time, it will be ineligible for at least one year to register its securities with the SEC under Form S-3, which could potentially result in the Company owing monthly liquidated damages under its securities purchase agreements.

49. On May 22, 2005, Defendant Brown resigned as Chairman and was suspended as president and: CEO of the Company pending the results of an internal investigation by the Company of whether he violated Company policies or any laws in connection with a gift he received in 2003. Brown had informed the board on May 16, 2005 that he received an unsolicited gift in December 2003, when he was president of Ramp, from an advisor to several of the Company's investors. The gift contained an unspecified amount of cash, which Brown claimed he could not return because the person had left the country. Brown reportedly told the board that he knew he should not keep the money and "discarded it within several days after having received it." In a letter to the SEC dated June 3, 2005, Seidman stated that Brown's receipt of the cash gift and his lack of prompt and appropriate action cast doubt over their ability to rely on management's integrity and management's representations, which were integral to their audits. Seidman also indicated that certain allegations were being investigated by the Company's board of directors.

50. On June 2, 2005, the Company filed for reorganization under Chapter 11 of the Bankruptcy laws.

51. On June 10, 2005, the Company announced that AMEX notified it on June 6, 2005 that it was delisting the Company's stock. The Company had previously received a letter from AMEX on May 26, 2005 advising it that because of its failure to file a timely first quarter 10-Q as well as the defective status of the Company's 2003 and 2004 Annual Reports, the Company was in violation of the continued listing standards and that it needed to inform the AMEX by June 2, 2005 about the action it would take to bring the Company in compliance.

52. Upon disclosure of the news that Seidman had resigned and that its financial statements for 2003 and 2004 were unreliable, the Company's stock did not trade for approximately two weeks. When it began trading again, it decreased in price to $0.10 per share.

**SCIENTER ALLEGATIONS**

53. As alleged herein, defendants acted with scienter in that they knew that the public documents and statements issued or disseminated in the name of the Company were materially false and misleading; knew that such statements or documents would be issued or disseminated to the investing public; and knowingly and substantially participated or acquiesced in the issuance or dissemination of such statements or documents as primary violations of the federal securities laws. As set forth elsewhere herein in detail, defendants, by virtue of their receipt of information reflecting the true facts regarding Ramp, their control over, and/or receipt and/or modification of Ramp's allegedly materially misleading misstatements and/or their associations with the Company which made them privy to confidential proprietary information concerning Ramp, participated in the fraudulent scheme alleged herein.

## FIRST CLAIM

### Violation Of Section 10 (b) Of The Exchange Act Against And Rule 10b-5 Promulgated Thereunder Against All Defendants

54. Plaintiff repeats and realleges each and every allegation contained above as if fully set forth herein.

55. During the Class Period, defendants carried out a plan, scheme and course of conduct which was intended to and, throughout the Class Period, did: (i) deceive the investing public, including Plaintiff and other Class members, as alleged herein; and (ii) cause Plaintiff and other members of the Class to purchase Ramp securities at artificially inflated prices. In furtherance of this unlawful scheme, plan and course of conduct, defendants, and each of them, took the actions set forth herein.

56. Defendants (a) employed devices, schemes, and artifices to defraud; (b) made untrue statements of material fact and/or omitted to state material facts necessary to make the statements not misleading; and (c) engaged in acts, practices, and a course of business which operated as a fraud and deceit upon the purchasers of the Company's securities in an effort to maintain artificially high market prices for Ramp securities in violation of Section 10(b) of the Exchange Act and Rule 10b-5. All defendants are sued either as primary participants in the wrongful and illegal conduct charged herein or as controlling persons as alleged below.

57. Defendants, individually and in concert, directly and indirectly, by the use, means or instrumentalities of interstate commerce and/or of the mails, engaged and participated in a continuous course of conduct to conceal adverse material information about the business, operations and future prospects of Ramp as specified herein.

58. These defendants employed devices, schemes and artifices to defraud, while in possession of material adverse non-public information and engaged in acts, practices, and a course of conduct as alleged herein in an effort to assure investors of Ramp value and performance and continued substantial growth, which included the making of, or the participation in the making of, untrue statements of material facts and omitting to state material facts necessary in order to make the statements made about Ramp and its business operations and future prospects in the light of the circumstances under which they were made, not misleading, as set forth more particularly herein, and engaged in transactions, practices and a course of business which operated as a fraud and deceit upon the purchasers of Ramp securities during the Class Period.

59. Each of the Individual Defendants' primary liability, and controlling person liability, arises from the following facts: (i) the Individual Defendants were high-level executives and/or directors at the Company during the Class Period and members of the Company's management team or had control thereof; (ii) each of these defendants, by virtue of his responsibilities and activities as a senior officer and/or director of the Company was privy to and participated in the creation, development and reporting of the Company's internal budgets, plans, projections and/or reports; (iii) each of these defendants enjoyed significant personal contact and familiarity with the other defendants and was advised of and had access to other members of the Company's management team, internal reports and other data and information about the Company's finances, operations, and sales at all relevant times; and (iv) each of these defendants was aware of the Company's dissemination of information to the investing public which they knew or recklessly disregarded was materially false and misleading.

60. The defendants had actual knowledge of the misrepresentations and omissions of

material facts set forth herein, or acted with reckless disregard for the truth in that they failed to ascertain and to disclose such facts, even though such facts were available to them. Such defendants' material misrepresentations and/or omissions were done knowingly or recklessly and for the purpose and effect of concealing Ramp's operating condition and future business prospects from the investing public and supporting the artificially inflated price of its securities. As demonstrated by defendants' overstatements and misstatements of the Company's business, operations and earnings throughout the Class Period, defendants, if they did not have actual knowledge of the misrepresentations and omissions alleged, were reckless in failing to obtain such knowledge by deliberately refraining from taking those steps necessary to discover whether those statements were false or misleading.

61. As a result of the dissemination of the materially false and misleading information and failure to disclose material facts, as set forth above, the market price of Ramp securities was artificially inflated during the Class Period. In ignorance of the fact that market prices of Ramp's publicly-traded securities were artificially inflated, and relying directly or indirectly on the false and misleading statements made by defendants, or upon the integrity of the market in which the securities trades, and/or on the absence of material adverse information that was known to or recklessly disregarded by defendants but not disclosed in public statements by defendants during the Class Period, Plaintiff and the other members of the Class acquired Ramp securities during the Class Period at artificially high prices and were damaged thereby.

62. At the time of said misrepresentations and omissions, Plaintiff and other members of the Class were ignorant of their falsity, and believed them to be true. Had Plaintiff and the other members of the Class and the marketplace known the truth regarding the problems that Ramp was

experiencing, which were not disclosed by defendants, Plaintiff and other members of the Class would not have purchased or otherwise acquired their Ramp securities, or, if they had acquired such securities during the Class Period, they would not have done so at the artificially inflated prices which they paid.

63. By virtue of the foregoing, defendants have violated Section 10(b) of the Exchange Act, and Rule 10b-5 promulgated thereunder.

64. As a direct and proximate result of defendants' wrongful conduct, Plaintiff and the other members of the Class suffered damages in connection with their respective purchases and sales of the Company's securities during the Class Period.

## SECOND CLAIM

### Violation Of Section 20 (a) Of The Exchange Act Against the Individual Defendants

65. Plaintiff repeats and realleges each and every allegation contained above as if fully set forth herein.

66. The Individual Defendants acted as controlling persons of Ramp within the meaning of Section 20(a) of the Exchange Act as alleged herein. By virtue of their high-level positions, and their ownership and contractual rights, participation in and/or awareness of the Company's operations and/or intimate knowledge of the false financial statements filed by the Company with the SEC and disseminated to the investing public, the Individual Defendants had the power to influence and control and did influence and control, directly or indirectly, the decision-making of the Company, including the content and dissemination of the various statements which Plaintiff contend are false and misleading. The Individual Defendants were provided with or had unlimited access to copies of the Company's reports, press releases, public filings and other statements alleged

by Plaintiff to be misleading prior to and/or shortly after these statements were issued and had the ability to prevent the issuance of the statements or cause the statements to be corrected.

67. In particular, each of these defendants had direct and supervisory involvement in the day-to-day operations of the Company and, therefore, is presumed to have had the power to control or influence the particular transactions giving rise to the securities violations as alleged herein, and exercised the same.

68. As set forth above, Ramp and the Individual Defendants each violated Section 10(b) and Rule 10b-5 by their acts and omissions as alleged in this Complaint. By virtue of their positions as controlling persons, the Individual Defendants are liable pursuant to Section 20(a) of the Exchange Act. As a direct and proximate result of defendants' wrongful conduct, Plaintiff and other members of the Class suffered damages in connection with their purchases of the Company's securities during the Class Period.

**WHEREFORE**, Plaintiff prays for relief and judgment, as follows:

(a) Determining that this action is a proper class action, designating Plaintiff as Lead Plaintiff and certifying Plaintiff as a class representative under Rule 23 of the Federal Rules of Civil Procedure and Plaintiff's counsel as Lead Counsel;

(b) Awarding compensatory damages in favor of Plaintiff and the other Class members against all defendants, jointly and severally, for all damages sustained as a result of defendants' wrongdoing, in an amount to be proven at trial, including interest thereon;

(c) Awarding Plaintiff and the Class their reasonable costs and expenses incurred in this action, including counsel fees and expert fees; and

(d) Such other and further relief as the Court may deem just and proper.

**JURY TRIAL DEMANDED**

Plaintiff hereby demands a trial by jury.

Dated: August 1, 2005
New York, New York

**MURRAY, FRANK & SAILER LLP**

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