

CAUSE NO. DC-21-05382

**SYBRID HEALTH, LLC DBA  
PREMIER MANAGEMENT  
COMPANY**

**Plaintiff,**

v.

**MOHAMMAD SOHAIL**

**Defendant.**

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**IN THE DISTRICT COURT**

192nd

**\_\_\_\_\_ JUDICIAL DISTRICT**

**DALLAS COUNTY, TEXAS**

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**PLAINTIFF’S VERIFIED PETITION AND APPLICATION FOR TEMPORARY  
RESTRAINING ORDER AND INJUNCTIVE RELIEF**

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TO THE HONORABLE COURT:

Plaintiff Sybrid Health, LLC DBA Premier Management Company (“Premier” or “Plaintiff”) files this *Verified Petition and Application for Temporary Restraining Order and Injunctive Relief* to prevent Mohammad Sohail (“Sohail” or “Defendant”) from further breaching contractual, fiduciary, common-law, and statutory duties to Plaintiff, including the unauthorized disclosure, use, and misappropriation of Premier’s confidential information and trade secrets, improperly interfering with Premier’s employment relationship with its doctors, and wrongfully competing with Premier:

## **I. NATURE OF THE CASE**

This is a breach of contract and trade secrets case in which the undisputed evidence demonstrates that Sohail, a former employee of Premier, without authorization and in direct violation of his agreements, took possession of and improperly retained confidential information and trade secrets belonging to Premier. The confidential information and trade secrets in Sohail's possession include protected health information ("PHI") of hundreds of patients. An impermissible use or disclosure of PHI is presumed to be a breach unless the covered entity or business associate, as applicable, demonstrates that there is a low probability that the protected health information has been compromised based on a risk assessment. After a forensic analysis of Sohail's personal hard drive, it is highly likely that Sohail transferred PHI to his personal computers and other electronic storage devices. Such transfers trigger certain notice requirements on behalf of Premier and its physicians regarding a possible breach of unsecured protected health information. Indeed, Premier and its physicians have only 60 days to notify the appropriate entities and persons about such breach. Accordingly, Premier filed this petition and application of temporary restraining order to, among other things, prevent any further dissemination and transfer of Premier's information as well as PHI and to determine the extent of which Sohail has disclosed, used, or transferred the same so that Premier can comply with statutory and federal regulations regarding notice.

## **II. DISCOVERY CONTROL PLAN & RULE 47 COMPLIANCE**

1. Pursuant to Texas Rule of Civil Procedure 47, Plaintiff seeks monetary relief over \$1,000,000.00 and non-monetary relief, as well as all other further relief to which Plaintiff may be entitled. *See* TEX. R. CIV. P. 47. Plaintiff reserves the right to supplement or amend its statement of damages.

2. Plaintiff intends that discovery be conducted under Discovery Control Plan – Level 2, Rule 190.4 of the Texas Rules of Civil Procedure, and affirmatively pleads that this suit is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169. *See* TEX. R. CIV. P. 169.

### **III. PARTIES**

3. Plaintiff Sybrid Health, LLC is a Texas limited liability company doing business as Premier management Company (“Premier” or “Plaintiff”) with its principal place of business in Dallas, Texas.

4. Defendant Mohammad Sohail is a Texas resident who can be served at Mohammad Sohail, 1201 Big Falls Drive, Flower Mound, TX 75028 or wherever he may be found.

### **IV. JURISDICTION AND VENUE**

5. This case is within the Court’s subject matter jurisdiction. *See* TEX. GOV’T CODE § 24.008 (district courts are courts of general jurisdiction). Furthermore, the amount in controversy for this matter is within the jurisdictional limits of this Court. TEX. GOV’T CODE § 24.007.

6. The Court possesses personal jurisdiction over Defendant. Defendant Sohail has engaged in systematic contacts with the State of Texas and purposefully availed itself of the opportunity to conduct business in Texas such that it should reasonably expect to be sued in Texas in connection with such contacts. *See* TEX. CIV. PRAC. & REM. CODE § 17.042. Moreover, the contract governing the events giving rise to this suit was entered in Texas.

7. Venue is proper before the Court because all or a substantial part of the actions or omissions giving rise to the claims occurred in Dallas County, Texas. *See* TEX. CIV. PRAC. & REM.

CODE § 15.002. is also proper in Dallas County pursuant to the parties' Section 4 of Sohail's Employment Agreement. Exhibit A, §4.

## **V. FACTUAL BACKGROUND**

### **A. Premier Business Operations.**

8. Premier builds physician-owned, physician-led, and patient-oriented healthcare organizations dedicated to improving care delivery and bringing the primary care physician back to their rightful place at the core of quality, patient-centered care. Through its innovative programs and technologies, Premier is changing the face of healthcare, promoting better quality and efficiency, helping physicians and patients create better health and quality of life.

9. Premier's consolidated and efficient management structure and successful accountable care track record help physicians excel and improves the American Healthcare system by achieving improved clinical outcomes, reduced costs and improved patient satisfaction.

10. Premier is founded upon the principle of helping independent physicians earn more and keep more of what they earn. Premier managed ACO portfolio sits among the top 2.7% of ACOs in the U.S.

11. Premier leverages years of extensive experience in healthcare, physician practice management and ACO formation and operation to drive the success of several CORE Premier businesses within an integrated network environment. Those CORE Premier businesses include creating an organization of health care providers under a "value-based care" umbrella that agrees to be accountable for the quality, cost, and overall care of Medicare beneficiaries who are enrolled in the traditional fee-for-service program and shifted to fee for value model. It has approximately 47,000 patients under its network in Dallas, El Paso and Oklahoma, majority of which are elderly, high needs 65+ years old medicare patients as well as special needs patients.

12. Premier has a proven ACO care model that provides industry-leading tools and resources needed by physicians to nurture healthier patients and profitable practices.

13. Premier's ACO care model is built upon confidential proprietary information, including information about patient care and needs and other private health information—entrusted to Premier in strict confidence—as well as access to Premier's databases that includes protected health information (“PHI”). This confidential information also includes Premier's customer contacts and lists, physicians contacts, their (Tax Identification Numbers) TIN Numbers, as well as financial and strategic planning regarding its shared savings program. This confidential information is either given to or developed by Premier to allow Premier to be an industry-leader with respect to ACOs and its successful shared-savings program.

**B. Premier Hires Sohail as Chief Information Officer.**

14. On or about August 1, 2016, Defendant Sohail began working for Premier as a Chief Information Officer (“CIO”) after he was promoted from his former roles. Exhibit A, Declaration at ¶1. Sohail was hired by Premier on a H1B visa from Pakistan and eventually moved to an employer sponsored Green Card when promoted to the CIO. As CIO, Sohail had control and access over all of Premier's information technology and data records. *Id.*

15. Sohail's employment offer agreement (“CIO Agreement”) included a Confidentiality and Non-Solicitation Agreement which specifically provided that “[i]n exchange for the Company's promise to provide Employee with Confidential Information, Employee shall not, during Employee's employment, or at any time thereafter, take, disclose, publish, use, exploit, or solicit, allow or assist another person to use, take, disclose, publish or exploit any Confidential Information, no matter whether such Confidential Information was disclosed to or obtained by

Employee in the course of Employee's employment with Company before or after the Effective Date]." Exhibit A-1, CIO Agreement.

16. Per the Agreement, confidential information includes "trade secrets or confidential information of Company, including, without limitation: client, referral source, business partner, investor and/or vendor identity, contact, preferences, upcoming needs, lists, databases, and/or other information and/or history; contracts; processes; technical data; policies; pricing, costs, marketing, sales, business, and/or other strategies, plans or practices; designs; testing results; market or pricing studies, analysis and/or strategy; business and/or training manuals; business and/or financial information; audit processes; management methods and/or information; any original works of authorship by Company; or other business information disclosed to the Employee by Company or through Employee's employment with Company, either directly or indirectly, in writing, orally, or by drawings or observation." Exhibit A-1, §1.

17. The CIO Agreement further provides that "upon request by the Company or upon *Employee's termination of employment with Company for any reason, Employee shall immediately return and deliver to the Company any and all Confidential Information and all other Company documents and items – whether in hard or digital form – and all copies thereof which belong to the Company or relate to the Company's business and which are in Employee's possession, custody or control*, whether prepared by Employee or others." Exhibit A-1, §1.

18. Sohail also agreed that "after Employee provides a copy of such information or documents to Company, Employee will immediately delete and write over any information or documents relating to the Company's business from any computer, cellular phone or other digital or electronic device owned by Employee and, upon request by Company, provide such computer, cellular phone or other digital or electronic device to Company or Company's designee for

inspection to confirm that such information and documents have been deleted and written over so the information and documents cannot be retrieved.” Exhibit A-1, §1.

19. In conjunction with the CIO Agreement, Sohail also signed the Sybrid Health Management, LLC Unit Award Agreement (“UA Agreement”) as the Executive on April 14, 2016, agreeing that as an Executive he would have “access to certain confidential information, proprietary information and/or trade secrets relating to the Company and its Affiliates and related entities[.]” Exhibit A-2, UA Agreement §2.8(a). Sohail agreed that all Confidential Information of the Company or its Affiliates property and not to disclose any portion of the Confidential Information to any others except for the benefit of the Company. *Id.* Sohail further agreed not to disclose, use or misappropriate any portion of the Confidential Information for any purpose other than in connection with the Executive’s services for the Company or its affiliates.” *Id.* Finally, Sohail agreed that if he ever ceased “to be an employee for any reason, the Executive shall immediately return to the Company or its Affiliates all Confidential Information and other equipment, property, documents and data that belongs to the Company or its Affiliates or relates to the Company or its Affiliates’ business.” *Id.*

20. Sybrid Health Management, LLC is an Affiliate of Premier and Premier has standing to assert breach of the UA Agreement as a third-party beneficiary. Exhibit A-2, §3.5. As CIO, Sohail had access and control over Premier’s data and technology infrastructure. Indeed, As CIO, Sohail was responsible Premier’s technology and data security and was privy to all of Premier’s database systems and programs.

**C. Sohail Resigns but Fails to Return Premier’s Trade Secrets and Confidential Information.**

21. On or about September 27, 2019, Sohail resigned from his position as CIO of Premier effective as of October 4, 2019 while continuing to maintain his role since January 1, 2017 as CEO of Wiseman Innovations, LLC (“Wiseman”), a technology company offering software solutions for healthcare providers, including a suite of applications with online tools, resources, guidance, and support to help coordinate patient care, achieve better outcomes, and increase revenues.

22. Wiseman is technology service provider for Premier and a managed service IT support vendor for the company. In its role as the technology service provider, Wiseman provides Premier with a suite of software products in the population health analytics, care management and point of care application at physician’s office to provide a 360-view of the patient. In its role as the managed IT services support, Wiseman provides laptop/desktop selection, setup and onboarding, email services setup and encryption, IT security support including setting up end point encryption on all computers to avoid data theft through portable storage drives, internet and firewall support and day-to-day IT operations.

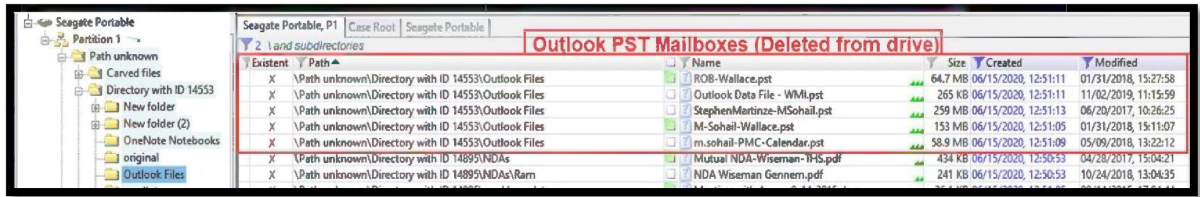
23. While CEO for Wiseman for at least the next 9 to 10 months after his resignation as CIO, Sohail still had access to and possession of Premier’s confidential and proprietary information which Sohail failed to return to Premier upon termination of his employment as required under the CIO Agreement and UA Agreement (“Agreements”). This included a Premier’s officially issued laptop which he returned on July 29, 2020, which is currently undergoing a forensics analysis.

24. On or about April 12, 2021, Premier received a letter from Wiseman informing Premier, that Premier’s data and confidential information may have been compromised. Indeed, as a result of a legal dispute between Wiseman and Sohail, Wiseman conducted a forensic

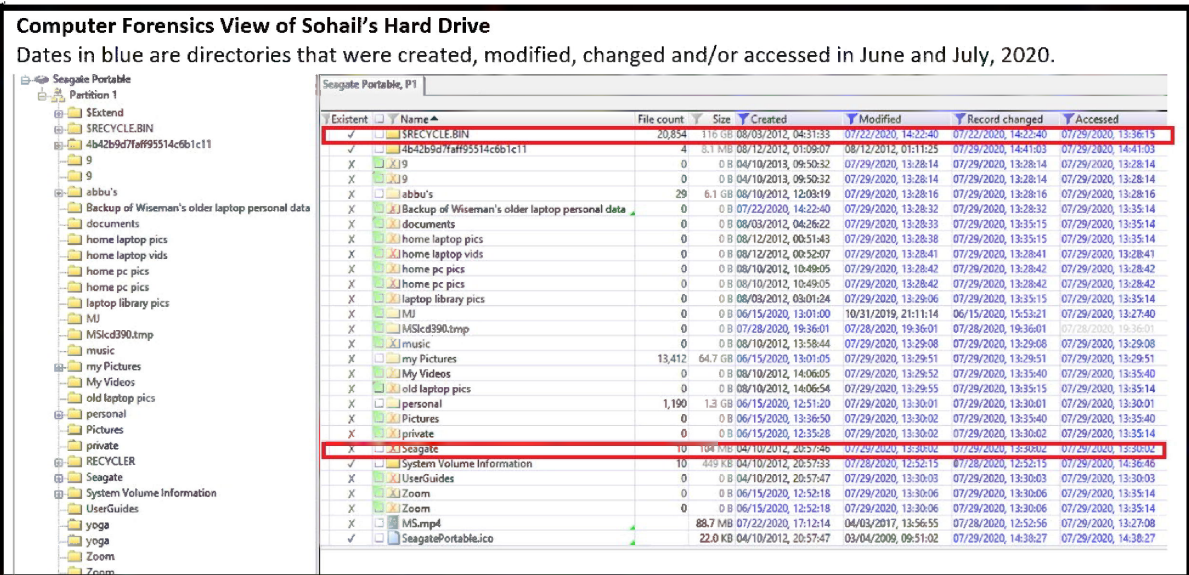


examination of Sohail's company laptop. The examination revealed that Sohail connected his Wiseman-company issued laptop to two personal hard drives, one which he connected for approximately 4 hours on June 15, 2020. Acting in violation of Premier's and Wiseman's IT security policies, Sohail had already obtained the master password from Wiseman's IT Infrastructure Manager, Sajid Fiaz, a resident of Pakistan and a former employee of Wiseman, which allowed him unrestricted access to copying data to and from the company laptops. The forensic report also showed that Sohail retained and accessed .PST files of emails from Premier after September 27, 2019. .PST files are an aggregated archive of all emails sent to and from an email address including all attachments. These emails found in the .PST files had company confidential information for Wiseman and its customer, Premier, which included pricing, physician rosters, investor and customer decks, valuation financials, ACO's (Accountable Care Organizations) and MSO's (Management Services Organizations) shared savings information, product development roadmaps, support desk communications, customer contracts, proposals sent to prospective customers and company financials. These emails also had protected health information (PHI). Exhibit A, at ¶5-8. PHI is any information in a medical record that can be used to identify an individual, and that was created, used, or disclosed in the course of providing a health care service, such as a diagnosis or treatment. PHI is protected under the Health Insurance Portability and Accountability Act of 1996. *See* 45 C.F.R. § 160.103.

25. The forensic report specifically revealed the following Premier documents in Sohail's possession which he accessed as late as **July 29, 2020**, when he deleted more than 262 files and more than 250 GB of data just days prior to turning over his hard drive for inspection by his most recent employer Wiseman Innovations. This was far past the termination of his employment with Premier and in direct violation of his Agreements. Exhibit A, at ¶6-8.



Notable Dates: June 15, 2020 (date of Sohail resignation)	
1) Sohail resignation June 15, 2020 Files with a creation date of June 15, 2020	15,607
2) Date drive was last accessed: July 29, 2020 Approximate number of files altered on July 29, 2020	262



26. So far, the forensic report and second level analysis has revealed over 100 documents containing Premier's confidential information illegally in the possession of Sohail. Exhibit A-3 (Example of Documents). The forensic report further reveals that Sohail connected at least three personal computers to his hard drive prior handing over this hard disk for forensic analysis. Upon information and belief, Sohail transferred Premier information to those computers

before attempting to delete and remove confidential information off his hard drive prior to turning it over to Wiseman Innovations for inspection.

27. Indeed, although Sohail's mere possession of Premier's information on his personal computer systems and hard disks amounts to a breach of his contractual obligations to Premier. Sohail's use and disclosure of Premier's data is highly likely given his extensive involvement in the healthcare technological industry. Interestingly, just days prior to accessing these proprietary files on July 23, 2020, Sohail created a company called Sobah Systems, LLC, a company that assists health professionals in establishing their healthcare businesses. Exhibit A-4. Just months later, Sohail established another company called My Health Intel, LLC. Exhibit A-5. With access to thousands of records containing Premier's confidential information including extensive population health analytics information, Sohail has ample opportunity to use Premier's information with his new companies.

28. Sohail's unfettered access to Premier's confidential data provides him opportunities to interfere with Premier's business, unfairly compete with Premier and solicit its customers, and interfere with Premier's existing and prospective contractual relationships with its doctors.

**D. Premier Has an Obligation to Prevent Further Dissemination and Transfer of PHI and to Notify Its Physicians and Regulatory Authorities Regarding Possible Breach.**

29. It is clear from the forensic report that Sohail in fact took possession of and retained not only Premier's confidential information in violation of his Agreements, but also PHI data for several hundreds of patients. It is also clear that Sohail connected additional computers to his personal hard drive whereby it is likely that this information, including PHI, was transferred to additional devices through cloud storages or emails. Accordingly, pursuant to 45 CFR §§ 164.400-414 of the Health Insurance Portability and Accountability Act, Premier has an

immediate obligation to determine the extent of any breach of data and must use all efforts to mitigate said breach.

30. Importantly, Premier has approximately 60 days to notify the appropriate persons regarding whether a breach of unsecured PHI has occurred. That 60-day time period started when Premier became aware of Sohail's possession of the information and two (2) weeks have already lapsed to carry out preliminary investigations. Accordingly, Premier has only a limited period to determine the extent of data transferred before it is required to proceed with certain notifications.

**E. Sohail Has Likely Used or has Opportunity to Use of Premier's Confidential Information in A Competitive Way and to Interfere with their Business Relationships.**

31. Upon information and belief, Sohail has engaged in action whereby he has discussed or used Premier's confidential information with one of Premier's vendor/sub-contractor for financial enrichment, Encompass Home Health, LLC ("Encompass Health").

32. Premier, Encompass and Wiseman have a three-tiered business relationship. Encompass Health is a vendor/subcontractor for to manage high risk population through Care Management and Care Co-ordination. Premier pays Wiseman for Encompass's use of Wiseman 360 Care Manager software application as well as to provide support services and feature enhancements.

33. Encompass became Premier's vendor/sub-contractor while Sohail was still its CIO. Sohail approached Encompass Health in late October of 2020 with a litany of proposals to carry out work in various population health segments—work similar to that of Wiseman Innovations and could result in interference of Premier's relationship with Encompass Health.

34. Once Encompass Health learned of Sohail's proposals that would interfere with its business relationship with Premier, Encompass Health ceased all further discussions with Sohail. Upon information and belief, Sohail also disparaged Premier, Wiseman and their board/management team.

35. Additionally, upon information and belief, Sohail is using Premier's confidential information to interfere with Premier's employment relationship with its physicians. Indeed, Sohail has already attempted to conduct the depositions of two of Premier's physicians where he asked questions derived from the confidential data he misappropriated from Premier after the termination of his employment. It is no coincidences that the forensic report revealed that Sohail had possession of several files of at least one of the physicians he deposed. Upon information and belief, Sohail is using these files illegally and improperly to mount an insurrection of Premier's physicians, interfere, and ignite chaos to Premier's ACO program, particularly premier's shared savings program.

36. Sohail has weaponized the documents in his possession against Premier to improperly interfere and cause irreparable damage to Premier's reputation, its good will with its physicians, and prospects for future business relationships with them.

37. Moreover, as mentioned above, Sohail is the managing member of two recently established entities involved in healthcare business, which provide Sohail with the opportunity to use, rely on, or disclose Premier's trade secrets and confidential information.

38. Premier has been directly, substantially, and irreparably harmed by Sohail's conduct and seeks intervention by this Court to prevent further harm.

## **VI. CLAIMS**

### **A. Breach of Contract**

39. The facts set forth in the paragraphs above are incorporated herein by reference.

40. Sohail's CIO Agreement is a valid and enforceable contract between Premier and Sohail.

41. Sohail's UA Agreement is a valid and enforceable contract between Premier and Sohail.

42. Premier is a third-party beneficiary of the UA Agreement.

43. Premier is the proper party to bring suit to enforce Sohail's obligations under the Agreements.

44. All conditions precedent to Sohail's performance of his obligations pursuant to the Agreements have been satisfied or have been waived.

45. Premier fully performed under the Agreements.

46. Sohail breached the Agreements by improperly retaining possession of Premier's confidential information after termination of his employment with Premier.

47. Upon information and belief, Sohail breached the Agreements by disclosing and using Premier's confidential information to interfere with and or compete with Premier's business.

48. Premier has been injured by Sohail's breaches of the Agreements.

### **B. Misappropriation of Trade Secrets ("TUSTA")**

49. The facts set forth in the paragraphs above are incorporated herein by reference.

50. Premier's confidential, proprietary, and trade secret information described herein constitutes a protected trade secret under the Texas Uniform Trade Secrets Act ("TUSTA").

Premier derives independent economic value, actual or potential, from such information not

generally known to, and not being readily ascertainable by proper means, by other persons who can obtain economic value from its disclosure.

51. Premier has taken significant measures that are reasonable under the circumstances to maintain the secrecy of such information.

52. Sohail, by virtue of his employment with Premier, obtained access to Premier's trade secrets.

53. Sohail used his access to and knowledge of Premier's trade secrets for his own use and/or the use of his healthcare-related companies.

54. As the CEO of Wiseman and as the former CIO of Premier, Sohail had fiduciary and contractual obligations to Premier to maintain IT security policies, which he actively himself violated by colluding with or co-ercing Wiseman's IT infrastructure manager, Sajid Fiaz, a resident of Pakistan and a former employee of Wiseman, to give him unfettered accesses to the master password for End Point Security that enabled that data theft and misuse through USB drives connected to secure IT systems .

55. Upon information and belief, Sohail disclosed and used Premier's trade secrets without authorization or permission from Premier.

56. By engaging in the actions described above, Sohail has violated TUTSA. TEX. CIV. PRAC. & REM. CODE §§ 134A.001-007. As a result of his unlawful conduct, Premier has suffered and continues to suffer significant and irreparable harm. Premier is entitled to recover damages including both the actual loss caused by the misappropriation and the unjust enrichment caused by the misappropriation.

57. Sohail's actions were willful and malicious, for which an award of exemplary damages and attorney's fees is also appropriate.

**C. Common Law Misappropriation of Trade Secrets**

58. The facts set forth in the paragraphs above are incorporated herein by reference.

59. Premier owns trade secrets. Premier created trade secret information, through extensive time, labor, skill, and money.

60. Sohail has used or disclosed Premier's trade secrets in violation of a confidential and/or contractual relationship with Premier, after retaining the trade secrets by improper means.

61. Sohail has used or disclosed Premier's trade secrets in competition or in an effort to interfere with Premier's business relations and thereby gained a special advantage in that competition or a free ride as Sohail was not burdened with the time, labor, or expensive of creating or developing such trade secrets.

62. Premier has suffered injury as a result of Sohail's misappropriation.

**D. Tortious Interference with Existing Contract**

63. The facts set forth in the paragraphs above are incorporated herein by reference.

64. Premier has valid, existing contracts with its doctors.

65. Upon information and belief, Sohail has willfully and intentionally interfered with these contracts.

66. Sohail's interference proximately caused Premier's injury.

67. Premier has suffered actual damage or loss.

**E. Conversion**

68. The facts set forth in the paragraphs above are incorporated herein by reference.

69. Premier owned, possessed or had the right to the immediate possession of property, namely its customer lists, customer data, practice and performance information, ACO calculation



















































































