

CAUSE NO. DC-21-05382SYBRID 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

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

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.

Seagate Portable		Seagate Portable, P1		Case Root		Seagate Portable	
Partition 1		2		1 and subdirectories		Outlook PST Mailboxes (Deleted from drive)	
Existence	Path	Existence	Name	Size	Created	Modified	
X	\Path unknown\Directory with ID 14553\Outlook Files		ROB-Wallace.pst	64.7 MB	06/15/2020, 12:51:11	01/31/2018, 15:27:58	
X	\Path unknown\Directory with ID 14553\Outlook Files		Outlook Data File - WML.pst	265 KB	06/15/2020, 12:51:11	11/02/2019, 11:15:59	
X	\Path unknown\Directory with ID 14553\Outlook Files		StephenMartinez-MSoHail.pst	259 MB	06/15/2020, 12:51:13	06/29/2017, 10:26:25	
X	\Path unknown\Directory with ID 14553\Outlook Files		M-Sohail-Wallace.pst	153 MB	06/15/2020, 12:51:05	01/31/2018, 15:11:07	
X	\Path unknown\Directory with ID 14553\Outlook Files		m-sohail-PMC-Calendar.pst	58.9 MB	06/15/2020, 12:51:09	05/09/2018, 13:22:12	
X	\Path unknown\Directory with ID 14895\NDAs		Mutual NDA-Wiseman-IHS.pdf	434 KB	06/15/2020, 12:50:53	04/28/2017, 15:04:21	
X	\Path unknown\Directory with ID 14895\NDAs\Ram		NDA Wiseman Gennem.pdf	241 KB	06/15/2020, 12:50:53	10/24/2018, 13:04:35	

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

Computer Forensics View of Sohail's Hard Drive

Dates in blue are directories that were created, modified, changed and/or accessed in June and July, 2020.

Seagate Portable		Seagate Portable, P1		File count		Size	Created	Modified	Record changed	Accessed
Partition 1		✓		20,854		116 MB	08/03/2012, 04:31:33	07/22/2020, 14:22:40	07/22/2020, 14:22:40	07/29/2020, 13:36:15
✓		✓		4		0.1 MB	08/12/2012, 01:09:07	08/12/2012, 01:11:25	07/29/2020, 14:41:03	07/29/2020, 14:41:03
X		X		0		0 B	04/10/2013, 09:50:32	07/29/2020, 13:28:14	07/29/2020, 13:28:14	07/29/2020, 13:28:14
X		X		0		0 B	04/10/2013, 09:50:32	07/29/2020, 13:28:14	07/29/2020, 13:28:14	07/29/2020, 13:28:14
X		X		29		6.1 GB	08/10/2012, 12:09:19	07/29/2020, 13:28:16	07/29/2020, 13:28:16	07/29/2020, 13:28:16
X		X		0		0 B	07/22/2020, 14:22:40	07/29/2020, 13:28:32	07/29/2020, 13:28:32	07/29/2020, 13:35:14
X		X		0		0 B	08/03/2012, 04:26:22	07/29/2020, 13:28:33	07/29/2020, 13:35:15	07/29/2020, 13:35:14
X		X		0		0 B	08/12/2012, 00:51:43	07/29/2020, 13:28:38	07/29/2020, 13:35:15	07/29/2020, 13:35:14
X		X		0		0 B	08/12/2012, 00:52:07	07/29/2020, 13:28:41	07/29/2020, 13:28:41	07/29/2020, 13:28:41
X		X		0		0 B	08/10/2012, 10:49:05	07/29/2020, 13:28:42	07/29/2020, 13:28:42	07/29/2020, 13:28:42
X		X		0		0 B	08/10/2012, 10:49:05	07/29/2020, 13:28:42	07/29/2020, 13:28:42	07/29/2020, 13:28:42
X		X		0		0 B	08/03/2012, 03:01:24	07/29/2020, 13:29:06	07/29/2020, 13:35:15	07/29/2020, 13:35:14
X		X		0		0 B	06/15/2020, 13:01:00	10/31/2019, 21:11:14	06/15/2020, 15:53:21	07/29/2020, 13:27:40
X		X		0		0 B	07/28/2020, 19:36:01	07/28/2020, 19:36:01	07/28/2020, 19:36:01	07/29/2020, 13:36:01
X		X		0		0 B	08/10/2012, 13:58:44	07/29/2020, 13:29:08	07/29/2020, 13:29:08	07/29/2020, 13:29:08
X		X		13,412		64.7 GB	06/15/2020, 13:01:05	07/29/2020, 13:29:51	07/29/2020, 13:29:51	07/29/2020, 13:29:51
X		X		0		0 B	08/10/2012, 14:06:05	07/29/2020, 13:29:52	07/29/2020, 13:35:40	07/29/2020, 13:35:40
X		X		0		0 B	08/10/2012, 14:06:54	07/29/2020, 13:29:55	07/29/2020, 13:35:15	07/29/2020, 13:35:14
X		X		1,190		1.3 GB	06/15/2020, 12:51:20	07/29/2020, 13:30:01	07/29/2020, 13:30:01	07/29/2020, 13:30:01
X		X		0		0 B	06/15/2020, 13:36:50	07/29/2020, 13:30:02	07/29/2020, 13:35:40	07/29/2020, 13:35:40
X		X		0		0 B	06/15/2020, 12:35:28	07/29/2020, 13:30:02	07/29/2020, 13:30:02	07/29/2020, 13:35:14
X		X		10		104 MB	04/10/2012, 20:57:46	07/29/2020, 13:30:02	07/29/2020, 13:30:02	07/29/2020, 13:30:02
X		X		10		449 KB	04/10/2012, 20:57:33	07/28/2020, 12:52:15	07/28/2020, 12:52:15	07/29/2020, 14:36:46
X		X		0		0 B	04/10/2012, 20:57:47	07/29/2020, 13:30:03	07/29/2020, 13:30:03	07/29/2020, 13:30:03
X		X		0		0 B	06/15/2020, 12:52:18	07/29/2020, 13:30:06	07/29/2020, 13:30:06	07/29/2020, 13:35:14
X		X		0		0 B	06/15/2020, 12:52:18	07/29/2020, 13:30:06	07/29/2020, 13:30:06	07/29/2020, 13:35:14
X		X		88.7 MB		88.7 MB	07/22/2020, 17:12:14	04/03/2017, 13:56:55	07/28/2020, 12:52:56	07/29/2020, 13:27:08
X		X		22.0 KB		22.0 KB	04/10/2012, 20:57:47	03/04/2009, 09:51:02	07/29/2020, 14:38:27	07/29/2020, 14:38:27

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

rates, Premier strategy information, patient information, physician contact information, history on payment amounts, and lists of ACO participants.

- 70. The property was personal property.
- 71. Sohail wrongfully exercised dominion or control over the property.
- 72. Premier suffered injury.

VII. APPLICATION FOR TEMPORARY RESTRAINING ORDER, TEMPORARY INJUNCTION, AND PERMANENT INJUNCTION

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

74. As the foregoing facts demonstrate, Plaintiff is entitled to emergency relief in the form of a temporary restraining order prohibiting Sohail from using or disclosing Premier's confidential and proprietary information and/or trade secrets, unfairly and improperly competing against Premier, and interfering with Premier's existing and contractual relationships with its physicians. The only adequate, effective, and complete relief to Plaintiff is to immediately enjoin and restrain Sohail and all of his agents, employees, and any persons acting on Sohail's behalf from engaging in the proscribed activities set forth below. Accordingly, pursuant to TEX. R. CIV. P. 680-684, TEX. CIV. PRAC. & REM. CODE 65.011, and TEX. BUS. ORGS. CODE 15.51(a), in order to preserve the status quo, Plaintiff requests the Court to enter a temporary restraining order immediately to enjoin and restrain Sohail and his respective agents, servants, employees, and all others acting in concert with each who receive actual notice of the order by personal service or otherwise, from:

- (a) using, misappropriating, or otherwise disclosing, either directly or indirectly, the confidential information, proprietary information, and/or trade secrets of Premier as described in the CIO Agreement or UA Agreement;

- (b) erasing, deleting, or destroying any data of computers, hard drives, jump drives, or portable drives in Sohail's possession until it can be determined the extent of Sohail's continued possession of Premier data;
- (c) destroying any computers, hard drives, jump drives, or portable storage devices in his possession, custody, or control until a forensic analysis can be performed on each device likely to contain Premier confidential information;
- (d) interfering with Premier's business relationships with its customers and physicians; and
- (e) using, revealing, disclosing, destroying, altering, deleting, or disposing of any PHI.

75. Plaintiff further requests that the Court (1) order Sohail to turn over for analysis, all Devices which contain or through which the following have been accessed: PHI, trade secrets, confidential information or related information concerning the business of Premier and (2) order Sohail to provide access to all email accounts controlled by Sohail by which he accessed or to which he sent PHI, trade secrets, confidential information or related information concerning the business of Premier.

76. Plaintiff's application for a temporary restraining order is authorized by the Texas Civil Practice and Remedies Code: "A writ of injunction may be granted if a party performs or is about to perform . . . an act relating to the subject of pending litigation, in violation of the rights of the applicant, and the act would tend to render the judgment in that litigation ineffectual." TEX. CIV. PRAC. & REM. CODE § 65.011(2); see also id. § 65.011(1), (3), (5).

77. "A temporary injunction's purpose is to preserve the status quo of the litigation's subject matter pending a trial on the merits." *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002). To obtain temporary injunctive relief as a matter of equity, Plaintiff must show: (1) a cause of action against the defendant; (2) a probable right to the relief sought; (3) a probable, imminent, and irreparable injury in the interim; and (4) the absence of an adequate remedy at law. Id.; see Town of Palm Valley v. Johnson, 87 S.W.3d 110, 111 (Tex. 2001) (per curiam). "An injury

is irreparable if the injured party cannot be adequately compensated in damages or if the damages cannot be measured by any certain pecuniary standard.” *Butnaru*, 84 S.W.3d at 204.

78. To obtain injunctive relief, Plaintiff is not required to prove that they are entitled to judgment. Rather they must simply plead at least one valid cause of action. *See Butnaru*, 84 S.W.3d at 204. Based on the foregoing facts, Plaintiff has alleged valid causes of action against Defendant for (1) breach of contract, (2) misappropriation of trade secrets; (3) common law misappropriation of trade secrets; (4) tortious interference; and (5) conversion.

79. In the instant case, Plaintiff seeks to preserve the status quo to prevent Sohail from causing imminent, irreparable harm to Plaintiff.

80. Plaintiff has a probable right to relief on the merits as set forth above, as supported by the verified facts and evidence submitted herewith.

81. Absent injunctive relief, Plaintiff will suffer probable, imminent, and irreparable injury without adequate legal remedy. Indeed, Sohail has already acknowledged that the violation of the provisions in his Agreement regarding the retention and use of confidential information and trade secrets would result in irreparable injury to the Company and its Affiliates. *See* Exhibit A, §2; Exhibit B, §2.8 (g); Plaintiff’s confidential information, trade secrets, reputation and goodwill are critical business assets whose loss will unquestionably be undermined and will result in the destruction of its competitive role in the healthcare market.

82. Furthermore, because the confidential information includes PHI of several hundreds of patients, Premier has an *immediate* obligation under the Health Insurance Portability and Accountability Act of 199 to determine the extent of whether such information has been compromised, having only 60 days to gather as much information as possible before a notice must be sent to the appropriate governing bodies and individuals.

83. Moreover, Sohail's interference with Premier's business relations and physicians is imminently likely to result in the termination of further business relationships or cause prospective relationships to be lost. *Miller v. Talley Dunn Gallery, LLC*, 05-15-00444-CV, 2016 WL 836775, at *6 (Tex. App.—Dallas Mar. 3, 2016, no pet.) ("The interruption of business relations and the disclosure of trade secrets can constitute irreparable harm that entitles the applicant to injunctive relief.").

84. Furthermore, such harm would be irreparable to Plaintiff as no amount of monetary damages can restore the secrecy of Plaintiff's confidential information or trade secrets or Premier's reputation and good will with its physicians and future opportunities.

85. Moreover, by becoming the managing member of two brand new healthcare related companies, Soba Systems, LLC and My Health Intel, LLC, it is highly likely that or at least reasonable to believe that Sohail will disclose, use, or rely on Premier's ACO health-care confidential information in connection with these new companies. *FMC Corp. v. Varco Int'l, Inc.*, 677 F.2d 500, 504–05 (5th Cir. 1982) (holding former employee hired by competitor to make duplicate engineering technology would have difficulty preventing disclosure of former employee's technology); *Baker Petrolite Corp. v. Spicer*, No. 06–1749, 2006 WL 1751786, at *9–10 (S.D. Tex. June 20, 2006) (allowing former employee to continue working with competitor but granting limited injunction with regard to disclosure of confidential or trade secret information because employee was in position where he could reasonably be expected to reveal, base judgments upon, or otherwise disclose such information); *Conley v. DSC Communications Corp.*, No. 05–98–01051–CV, 1999 WL 89955, at *8 (Tex. App.—Dallas Feb. 24, 1999, no pet.) (mem. op., not designated for publication) (not recognizing doctrine of inevitable disclosure but finding injunction appropriate when it was probable that former employee would use confidential

information for his benefit or to detriment of former employer); *Rugen v. Interactive Bus. Sys., Inc.*, 864 S.W.2d 548, 552 (Tex. App.–Dallas 1993, no writ) (finding disclosure probable where former employee possessed confidential information and operated at firm in direct competition with former employer); *Weed Eater, Inc. v. Dowling*, 562 S.W.2d 898, 902 (Tex. Civ. App.–Houston [1st Dist.] 1978, writ ref'd n.r.e.) (enjoining former employee from working for competitor to create specialized assembly line and finding that employee could “hardly prevent” disclosure of former employer's confidential information regarding similar assembly line).

86. There is already some indication that Sohail is already using the confidential information and trade secrets against Premier as he has deposed two of Premier’s doctors and engaged in extensive questioning about Premier’s shared savings program, which he retained several documents about.

87. For the foregoing reasons, pursuant to Texas Rule of Civil Procedure 680-689 and Texas Civil Practice and Remedies Code § 65.011, and to preserve the status quo during the pendency of this action, Plaintiff respectfully requests a Temporary Restraining Order enjoining Sohail, including any of his agents, representatives, and all other persons in active concert or participation with him who receive actual notice of the order by personal service or otherwise from disclosing or using any confidential information or trade secrets of Premier.

VIII. REQUEST FOR TEMPORARY INJUNCTION HEARING

88. Premier incorporates herein by reference the allegations set forth in the preceding paragraphs.

89. Premier asks the Court to set its application for temporary injunction for hearing and after the hearing, issue a temporary injunction against Defendant on the same terms and conditions set forth above.

90. Premier has joined all indispensable parties under Texas Rule of Civil Procedure 39. *See* TEX. R. CIV. P. 39.

IX. ATTORNEY'S FEES

91. Plaintiff seeks its reasonable and necessary attorney's fees, expenses, and court costs it has and will incur in this suit in enforcing its rights and remedies against Defendant pursuant to Sections 38.001(8) and 134A.005 of the Texas Civil Practice and Remedies Code. *See* TEX. CIV. PRAC. & REM. CODE §§ 38.001; 134A.005.

X. EXEMPLARY DAMAGES

92. Plaintiff's injuries resulted from the malic or wanton disregard of Plaintiff's rights by Sohail, which entitles Plaintiff to exemplary damages.

XI. TRIAL BY JURY

93. Plaintiff hereby requests a trial by jury and will submit the appropriate jury fee.

XII. CONDITIONS PRECEDENT

94. All conditions precedent, if any, to Plaintiff's right of recovery have been performed, have occurred, or have been waived.

XIII. PRAYER

WHEREFORE, THE PREMISES CONSIDERED, Plaintiff respectfully prays and requests that Defendant be cited to appear and answer herein and that the Court issue a Temporary Restraining Order against Defendant as attached here as Exhibit D; that the Court, upon evidentiary hearing, enter a Temporary Injunction, thereafter to be made permanent; and that the Court award Plaintiff judgment against Defendant for damages, including without limitation actual damages,

exemplary damages, as well as attorney's fees, costs of Court, and pre- and post-judgment interest. Plaintiff respectfully request the Court grant all other relief to which Plaintiff is justly entitled.

Dated: April 30, 2021

Respectfully submitted,

/s/ Jervonne D. Newsome

Michael K. Hurst

Texas Bar No. 10316310

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Jervonne D. Newsome

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Facsimile: (214) 981-3839

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF COMPLIANCE

The undersign certifies that, to the best of counsel's knowledge, this case is not subject to transfer pursuant to Dallas County Local Rule 1.06.

/s/ Jervonne D. Newsome

Jervonne D. Newsome

CAUSE NO. _____

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

Plaintiff,

v.

MOHAMMAD SOHAIL

Defendant.

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IN THE DISTRICT COURT

____ **JUDICIAL DISTRICT**

DALLAS COUNTY, TEXAS

VERIFICATION BY DECLARATION

My name is Anwar Kazi. I am employed as Chief Executive Officer of Sybrid Health, LLC dba Premier Management Company ("Premier") the Plaintiff in this matter. I have read the foregoing allegations in Plaintiff's Verified Petition and Application for Temporary Restraining Order and Injunctive Relief and know the factual contents to be true from my own knowledge.

1. 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. 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.
2. Sohail entered two agreements as a part of his employment with Premier: the CIO Agreement and Sybrid Health Management, LLC Unit Award Agreement ("UA Agreement"), both of which are attached hereto as Exhibits A-1 and A-2, respectively. Premier is an affiliate of Sybrid Health management, LLC and a third-party beneficiary of the UA Agreement.
3. In those agreements, Sohail agreed to return all confidential information belonging to Premier once his employment ceased with the company. Sohail further agreed that the failure to do so would amount to irreparable harm to Premier.
4. It has been revealed to me through a forensic report that Sohail had access to and possession of sensitive confidential information and trade secrets of Premier for at least a year after his resignation as CIO of Premier on September 27, 2019. And based on the report, it appears that Sohail may still be in possession of Premier's confidential information and trade secrets.
5. The following is information that was presented to me regarding a forensic report performed in conjunction with a separate legal proceeding. As a manager and member of

Wiseman Innovations, LLC and a party to the proceeding in Cause No. DC-20-09713 in the 101st Judicial District, I was eventually made privy to the findings in the forensic report.

6. On or about April 12, 2021, Premier received a letter from Wiseman informing Premier, that Premier's data, PHI, 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 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, including Premier including pricing, physician rosters, investor and customer decks, 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). 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.
7. The forensic report specifically revealed the following related to Sohail's possession of Premier confidential information, 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.

Existence	Path	Name	Size	Created	Modified
X	\Path unknown\Directory with ID 14553\Outlook Files	ROB-Wallace.pst	64.7 MB	06/15/2020, 12:51:11	01/31/2018, 15:27:58
X	\Path unknown\Directory with ID 14553\Outlook Files	Outlook Data File - WML.pst	265 KB	06/15/2020, 12:51:11	11/02/2019, 11:15:59
X	\Path unknown\Directory with ID 14553\Outlook Files	StephenMartinez-MsOhail.pst	259 MB	06/15/2020, 12:51:13	06/20/2017, 10:26:25
X	\Path unknown\Directory with ID 14553\Outlook Files	M-Sohail-Wallace.pst	153 MB	06/15/2020, 12:51:05	01/31/2018, 15:11:07
X	\Path unknown\Directory with ID 14553\Outlook Files	m.sohail-PMC-Calendar.pst	58.9 MB	06/15/2020, 12:51:09	05/09/2018, 13:22:12
X	\Path unknown\Directory with ID 14895\NDAs	Mutual NDA-Wiseman-IHS.pdf	434 KB	06/15/2020, 12:50:53	04/28/2017, 15:04:21
X	\Path unknown\Directory with ID 14895\NDAs\Ram	NDA Wiseman Gennem.pdf	241 KB	06/15/2020, 12:50:53	10/24/2018, 13:04:35

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


Computer Forensics View of Sohail's Hard Drive
 Dates in blue are directories that were created, modified, changed and/or accessed in June and July, 2020.

Existence	Name	File count	Size	Created	Modified	Record changed	Accessed
✓	\$RECYCLE.BIN	20,854	16 GB	08/03/2012, 04:31:33	07/22/2020, 14:22:40	07/22/2020, 14:22:40	07/29/2020, 13:36:15
✓	4b42b9d7faf95514c6b1c11	4	8.1 MB	08/12/2012, 01:09:07	08/12/2012, 01:11:25	07/29/2020, 14:41:03	07/29/2020, 14:41:03
X	9	0	0 B	04/10/2013, 09:50:32	07/29/2020, 13:28:14	07/29/2020, 13:28:14	07/29/2020, 13:28:14
X	9	0	0 B	04/10/2013, 09:50:32	07/29/2020, 13:28:14	07/29/2020, 13:28:14	07/29/2020, 13:28:14
X	abbu's	29	6.1 GB	08/10/2012, 12:03:19	07/29/2020, 13:28:16	07/29/2020, 13:28:16	07/29/2020, 13:28:16
X	Backup of Wiseman's older laptop personal data	0	0 B	07/22/2020, 14:22:40	07/29/2020, 13:28:32	07/29/2020, 13:28:32	07/29/2020, 13:35:14
X	documents	0	0 B	08/03/2012, 04:26:22	07/29/2020, 13:28:33	07/29/2020, 13:35:15	07/29/2020, 13:35:14
X	home laptop pics	0	0 B	08/12/2012, 00:51:43	07/29/2020, 13:28:38	07/29/2020, 13:35:15	07/29/2020, 13:35:14
X	home laptop vids	0	0 B	08/12/2012, 00:52:07	07/29/2020, 13:28:41	07/29/2020, 13:28:41	07/29/2020, 13:28:41
X	home pc pics	0	0 B	08/10/2012, 10:49:05	07/29/2020, 13:28:42	07/29/2020, 13:28:42	07/29/2020, 13:28:42
X	home pc pics	0	0 B	08/10/2012, 10:49:05	07/29/2020, 13:28:42	07/29/2020, 13:28:42	07/29/2020, 13:28:42
X	laptop library pics	0	0 B	08/03/2012, 03:01:24	07/29/2020, 13:29:06	07/29/2020, 13:35:15	07/29/2020, 13:35:14
X	MJ	0	0 B	06/15/2020, 13:01:00	10/31/2019, 21:11:14	06/15/2020, 15:53:21	07/29/2020, 13:27:40
X	MSIcd390.tmp	0	0 B	07/28/2020, 19:36:01	07/28/2020, 19:36:01	07/28/2020, 19:36:01	07/28/2020, 19:36:01
X	music	0	0 B	08/10/2012, 13:58:44	07/29/2020, 13:29:08	07/29/2020, 13:29:08	07/29/2020, 13:29:08
X	my Pictures	13,412	64.7 GB	06/15/2020, 13:01:05	07/29/2020, 13:29:51	07/29/2020, 13:29:51	07/29/2020, 13:29:51
X	My Videos	0	0 B	08/10/2012, 14:06:05	07/29/2020, 13:29:52	07/29/2020, 13:35:40	07/29/2020, 13:35:40
X	old laptop pics	0	0 B	08/10/2012, 14:06:54	07/29/2020, 13:29:55	07/29/2020, 13:35:15	07/29/2020, 13:35:14
X	personal	1,190	1.3 GB	06/15/2020, 12:51:20	07/29/2020, 13:30:01	07/29/2020, 13:30:01	07/29/2020, 13:30:01
X	Pictures	0	0 B	06/15/2020, 13:36:50	07/29/2020, 13:30:02	07/29/2020, 13:35:40	07/29/2020, 13:35:40
X	private	0	0 B	06/15/2020, 12:35:28	07/29/2020, 13:30:02	07/29/2020, 13:30:02	07/29/2020, 13:35:14
X	Seagate	10	108.5 KB	04/10/2012, 20:57:47	07/29/2020, 13:30:02	07/29/2020, 13:30:02	07/29/2020, 13:30:02
✓	System Volume Information	10	443 KB	04/10/2012, 20:57:47	07/28/2020, 12:52:15	07/28/2020, 12:52:15	07/29/2020, 14:36:46
X	UserGuides	0	0 B	04/10/2012, 20:57:47	07/29/2020, 13:30:03	07/29/2020, 13:30:03	07/29/2020, 13:30:03
X	Zoom	0	0 B	06/15/2020, 12:52:18	07/29/2020, 13:30:06	07/29/2020, 13:30:06	07/29/2020, 13:35:14
X	Zoom	0	0 B	06/15/2020, 12:52:18	07/29/2020, 13:30:06	07/29/2020, 13:30:06	07/29/2020, 13:35:14
X	MSmp4	88.7 MB	07/22/2020, 17:12:14	04/03/2017, 13:56:55	07/28/2020, 12:52:56	07/29/2020, 13:27:08	07/29/2020, 13:27:08
✓	SeagatePortable.ico	22.0 KB	04/10/2012, 20:57:47	03/04/2009, 09:51:02	07/29/2020, 14:38:27	07/29/2020, 14:38:27	07/29/2020, 14:38:27

8. 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 dating from 2014 to 2018. Attached hereto as Exhibit A-3 is a true and correct copy of a portion of the list of Premier confidential documents found on Sohail's personal hard drive thus far and images from Sohail's hard drive. The forensic report also revealed that Sohail connected at least three personal computers to his hard drive prior to handing over this hard disk for forensic analysis. Further analysis is being conducted that will likely reveal additional documents that were in Sohail's possession after his resignation.
9. As CEO of Premier, I have the responsibility to make sure that the company's confidential information is protected and that it will not be used or disclosed in a harmful or competitive way. I also have an obligation to urgently report and possible PHI breaches to the covered entities and relevant authorities as per HIPPA guidelines.
10. I am aware that Sohail has recently created two companies or helps to manage two companies that have dealings in the healthcare industry like Premier and I believe that given his position with these new companies, there is a strong risk that he will use, disclose, or rely on Premier confidential information still in his possession in a way that adversely affects Premier. A true and correct copy of the certificate of formation documents for Soba Systems, LLC and My Health Intel, LLC are attached hereto as Exhibits A-4 and A-5, respectively.
11. 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.

12. 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.
13. Upon information and belief, Sohail has engaged in action whereby he has discussed Premier's confidential information with one of Premier's vendor/subcontractor, Encompass Home Health, LLC ("Encompass Health").
14. Encompass Health is a Premier vendor/subcontractor with whom Wiseman Innovations works under the directives from Premier.
15. 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 business relationship with Encompass Health.
16. Once Encompass Health learned of Sohail's competitive proposal that would interfere with its business relationship with Premier, Encompass Health ceased all further discussions with Sohail.

My date of birth is October 12, 1970. and my business address is 2340 Trinity Mills Road #250, Carrollton TX 75006. I am over 18 years of age, of sound mind, and capable of making this declaration. I have never been convicted of a felony or any crime involving moral turpitude. I declare under penalty of perjury that the foregoing is true and correct. Executed on this 29th day of April, 2021 in Dallas County, Texas.

DocuSigned by:

4E2406AC7F554DE...
Anwar Kazi
CEO, Sybrid Health, LLC



August 1, 2016

Mohammad Sohail
1201 BIG FALLS DR
Flower Mound, TX 75028

RE: EMPLOYMENT OFFER

Dear Sohail:

This Employment Offer ("Offer"), including the attached Confidentiality and Non-Solicitation Agreement, constitutes the entire, complete and exclusive agreement between Sybrid Health, LLC ("Company") and you (the "Employee" or "you") pertaining to the subject matter hereof. This Employment Offer expressly supersedes any and all prior written or oral employment offers, agreements or understandings between Company and Employee with respect to the subject matter hereof, including, but not limited to, the original employment offer to you dated March of 2014, which referenced your Start Date March 1, 2014 ("Start Date").

We are pleased to offer you the position of **Chief Information Officer** reporting to Anwar Kazi, Chief Executive Officer, commencing on August 1, 2016 ("Effective Date"). This letter summarizes and confirms the details of our offer to you. This letter summarizes and confirms the details of our offer to you.

If you accept this Offer in accordance with the terms of this Offer, you are eligible to receive the following compensation and benefits commencing on the Effective Date:

Base Compensation: Your compensation will be **\$15,000.00** per pay period (**\$180,000.00** as computed on an annualized basis), less payroll deductions and all required withholdings, and will be paid to you once a month.

Bonus: You will be eligible to receive an annual, discretionary bonus of up to **15%**, less payroll deductions and all required withholdings, ("Annual Bonus") based upon your individual job performance and the Company's financial and other performance. Whether you receive any Annual Bonus will be determined in the Company's sole discretion.

Units: You will be eligible to receive restricted units, subject to vesting and other restrictions and terms and conditions in accordance with the following schedule and the terms and conditions of an agreement governing and concerning these restricted units that you will be required to sign before any restricted units are awarded to you:

1. 1000 restricted units, which may vest on or after the first anniversary of your Start Date
2. 1500 restricted units, which may vest on or after the second anniversary of your Start Date
3. 2500 restricted units, which may vest on or after the third anniversary of your Start Date

Benefits: Company offers benefits programs for all eligible employees and their qualified dependents as described in the Sybrid Health Employee Handbook and the applicable plan documents, which plans and portions of the Employee Handbook may be amended or cancelled from time to time. As of the Effective Date, you will be eligible to participate in these benefits programs, subject to the terms and conditions of the applicable plan documents and the applicable portions of the Employee Handbook. To the extent there is a conflict between the applicable portions of the Employee Handbook and the plan documents, the plan documents control.

As of the Effective Date, you will be eligible for Paid Time Off ("PTO") to be used for vacation, sickness and other personal time away from work. You will accrue 13.33 hours of PTO per month of full-time employment. PTO is accrued on a pro-rata basis throughout the year and is subject to the terms and conditions of the Company's policies concerning PTO, as they may be amended from time to time.

Pre-Employment Screening: This Offer is contingent upon the satisfactory completion of pre-employment screening, background check and drug testing and the Company's receipt of such results that are acceptable to the Company's business operations. Company requires you to take this drug-screening test within seven (7) business days of receiving the information with instructions relating to this drug-screening test. Failure to take the test within this timeframe may result in Company withdrawing this Offer.

Documentation: As a condition of your employment, you will need to provide acceptable documentation and to complete a Form I-9 within three (3) days of starting work to establish that you are legally authorized to work in the United States. Based on that documentation, Company may submit your information through a government-run system, E-Verify, which is jointly administered by the Social Security Administration and Department of Homeland Security. In order for Company to continue to employ you once your information is submitted, Company will need to obtain confirmation through E-Verify that you are authorized to work in the United States within the government-prescribed time frames.

Company Policies: As a Company employee, you are expected to understand and are required to comply with all Company policies, as amended from time to time.

You will be asked to acknowledge in writing that you have read, understand and will comply with all Company's policies to include, but not limited to, Company's Code of Business Conduct and Ethics, Employee Confidentiality Agreement, Sexual Harassment Policy and Employee Dress Code. Enclosed is a copy of the Company Employee Handbook, which describes the Company's policies and procedures that will govern certain aspects of your employment. Please be sure to review the Company Employee Handbook and sign and return the acknowledgement of receipt page for all applicable Company policies.

At-Will Employment: You or the Company may terminate your employment at any time, for any reason or for no reason. As such, your employment with the Company is at-will. Nothing contained in this Offer shall be construed as guaranteeing employment or any benefits for a specific period of time or future employment, and neither this letter nor any other oral or written representations may be considered a contract for employment or the provision of benefits for any specific period of time. Notwithstanding this, you are requested to provide Company 30 days' advance notice prior to terminating your employment with Company.

Acceptance of Employment Offer: If you wish to accept this Offer from Company under the terms described above, you must sign and date this Offer letter where indicated below and return a signed copy of the Confidentiality and Non-Solicitation Agreement by close of business on August 1, 2016 ("Return Date").

Please make sure to complete and sign all necessary new hire paperwork enclosed with this Offer. Failure to provide these documents may postpone the Effective Date or cause delay in processing your payroll in accordance with Company's normal payroll practices and cycles.

By signing below that you are accepting this position, you represent to Company that you are under no legal impediment, contractual or otherwise, from performing the duties for which you are being hired. Please send all of the signed and dated documents back to Company on or the Return Date.

We at Sybrid Health, LLC hope that you will accept this Offer, and we look forward to welcoming you aboard.

If you have any questions, please feel free to call me at 972-417-8937 EXT. 305

Sincerely,

Zameer Sachedina
Vice President, Sybrid Health, LLC

Enclosure

By signing and dating this letter below, I _____ (print your name) accept this Employment Offer.

Signature: _____

Date: _____

CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

This Confidentiality and Non-Solicitation Agreement (the “**Agreement**”), dated as of August 1, 2016 (the “**Effective Date**”) is by and between Sybrid Health, LLC (the “**Company**”) and Mohammad Sohail (the “**Employee**”). In consideration of the premises and mutual covenants herein and for other good and valuable consideration and intending to be legally bound hereby, the Employee and the Company (collectively the “**Parties**” and each individually a “**Party**”) agree as follows:

1. **Confidential Information and Employee’s Non-Disclosure Agreement.** During the Employee’s employment with Company, the Company agrees to provide Employee with Confidential Information (defined below) to which Employee has not previously had access. For purposes of this 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. Employee understands and agrees that Company is not required to provide Employee with all of the types of Confidential Information listed in the preceding sentence, but that Company will provide the Employee with reasonable access to some of these types of Confidential Information in a manner and at a time in Company’s sole discretion in order for Employee to perform applicable job duties. In 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, except as: (a) required in the ordinary course of the Company’s business directly related to the Employee’s job duties for the benefit of the Company; or (b) required by law. Employee represents that, except as disclosed in writing to the Company, Employee is not bound by the terms of any agreement with any third party to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. Employee further represents that Employee’s performance of Employee’s job duties do not, and will not, breach any agreement to keep in confidence proprietary information acquired by Employee prior to Employee’s employment with Company, and Employee will not and acknowledges that Company has specifically instructed Employee not to disclose to the Company, use, or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others. Employee also will not use any third party’s confidential or proprietary information in the performance of the Employee’s job duties, except as expressly authorized by such third party in writing. Additionally, during Employee’s employment with Company, the Company may receive from third parties their confidential information, including without limitation nonpublic personal and financial information, including, but not limited to, credit and/or debit card information. Employee agrees to hold all such confidential information in the strictest confidence and not to take, use, publish, exploit or disclose it to any person or organization except as necessary in the course of the performance of the Employee’s job duties and in accordance with any use agreement between the Company and such third party. Furthermore, 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. Employee further agrees 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.

2. Non-Competition, Non-Solicitation, and Non-Recruitment Covenants. Employee recognizes and agrees that: (i) prior to Employee’s employment with Company, Employee had no business or other relationships with any prior, current or prospective clients or vendors of Company; (ii) the Company has devoted a considerable amount of time, effort, and expense to develop its Confidential Information and business goodwill; (iii) the Confidential Information and the Company’s business goodwill are valuable assets to the Company and give the Company a competitive advantage over others who do not have this information; and (iv) any unauthorized use or disclosure of the Company’s Confidential Information and/or damage to the Company’s business goodwill would cause irreparable harm to the Company for which there is no adequate remedy at law. For these reasons, Employee agrees that to protect the Company’s Confidential Information and business goodwill, it is necessary to enter into the following restrictive covenants. During the Non-Competition Period (defined below), Employee, either individually or as a principal, director, officer, partner, manager, Employee, employee, lender, investor, volunteer or in any other manner or capacity whatsoever, shall not, directly or indirectly:

(a) Solicit business from, attempt to transact business with, or transact business with, except on behalf of the Company during Employee’s employment with Company, any current or prospective client, investor or business partner of the Company with whom the Company transacted business or solicited within the twenty-four (24) months preceding any solicitation, attempt to transact business with or transacting of business with such client, investor or business partner and which either: (i) Employee contacted, called on, serviced, did business with or had contact with during Employee’s employment; or (ii) Employee learned of or obtained the Company’s Confidential Information about during Employee’s employment with Company. This restriction applies only to soliciting, attempting to transact business, or transacting business for a Competing Business. Additionally, Employee agrees that, among other actions, any notification, update or other communication to any such current or prospective client, investor or business partner of Employee no longer being an employee with the Company or Employee’s relationship or status with any Competing Business – whether such notification or update is through LinkedIn, Facebook, any other social media outlet, email, letter or by any other method – constitutes a solicitation of business and an attempt to transact business with such current or prospective client, investor or business partner; and/or

(b) Hire, solicit for employment, induce or encourage to leave the employment of, or other relationship with, the Company, on behalf of Employee or any other person or entity, any employee or independent contractor of the Company or any former contractor or employee of the Company, unless such former contractor or former employee’s relationship with the Company has been terminated for at least twelve (12) months prior to any such hiring, solicitation, inducement or encouragement.

(c) **“Non-Competition Period”** means during Employee’s employment with Company and for a period of one year after the Employee’s employment with Company ends for whatever reason.

“Competing Business” means any individual, entity or business that provides the same or similar services and products as Company, which includes, without limitation, the provision of healthcare-related administrative management services and any other goods or services that are the same or substantially the same as the goods and/or services provided by Company, and any other line of business in which Company becomes involved or takes steps to become involved during Employee’s employment with Company, provided that Employee has knowledge of Company becoming involved in such other line of business or any steps taken by Company to become involved in such other line of business, and includes, without limitation, accountable care organizations, accountable care organization participants and providers that remain active with Company or who have any current agreements with Company during the Non-Competition Period, and Premier Patient Healthcare, LLC and any of its related entities and affiliates. **“Restricted Area”** for purposes of this Agreement is any county of any State in which the Employee performed any of the Employee’s job duties or concerning which the Employee received the Company’s Confidential Information regarding the Company’s business during Employee’s employment with Company (e.g. Company provided Employee with information about Company’s plan to expand into such geographic area, Company provided Employee with confidential data about relevant market within the geographic area, etc.) and all counties located immediately contiguous with such counties.

(d) Employee acknowledges that the restrictions contained in Sections 1 and 2, in view of the nature of the Company’s business and the Company’s Confidential Information and business goodwill, are reasonable and necessary to protect the Company’s legitimate business interests and goodwill. Therefore, Employee agrees that the Company shall be entitled to a temporary restraining order and injunctive relief, without the posting of bond, restraining Employee from the commission of any breach of Sections 1 and/or 2 and to recover the Company’s attorneys’ fees, costs and expenses related to any breach or threatened breach of this Agreement or any other claim or proceeding related to this Agreement. Nothing contained in this Agreement shall be construed as prohibiting the Company from pursuing any other remedies available to it for any breach or threatened breach, including, without limitation, the recovery of money damages. The existence of any claim or cause of action by Employee against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of Sections 1 and/or 2 of this Agreement. If Employee violates any of the restrictions contained in Section 2, the Non-Competition Period will be suspended and will not run in favor of Employee until such time that Employee cures the violation to the satisfaction of the Company. If Employee, in the future, seeks or is offered employment, or any other position or capacity with a Competing Business, Employee agrees to inform the Competing Business, before accepting employment or any other position, of the existence of the restrictions in Sections 1 and 2. Further, before taking any employment or other position with any Competing Business during the Non-Competition Period, Employee agrees to give prior written notice to the Company of the name of such Competing Business. The Company shall be entitled to advise such Competing Business of the provisions of Sections 1 and 2 and to otherwise deal with such Competing Business to ensure that the provisions of Sections 1 and 2 are enforced and duly discharged. If any of the provisions contained in this Section 2 shall for any reason be held to be excessively broad as to duration, scope, activity or subject, then such provision shall be construed by limiting and reducing it, so as to be valid and enforceable to the maximum extent compatible with the applicable law or the determination by a court of competent jurisdiction.

3. Independence, Severability and Non-Exclusivity. Each of the rights and remedies set forth in this Agreement shall be independent of the others and shall be severally enforceable and all such rights and remedies shall be in addition to and not in lieu of any other rights and remedies available to the

Company or any of its subsidiaries under the law or in equity. Subject to the provisions of Section 2, if any of the provisions contained in this Agreement, including without limitation, the rights and remedies enumerated herein, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of the covenant or covenants, or rights or remedies, which shall be given full effect without regard to the invalid portions.

4. **Governing Law and Exclusive Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its or any other state's or jurisdiction's conflicts of law doctrine, the application of which conflicts of law doctrine the Parties specifically waive. Subject to any mandatory venue provisions of the State of Texas, the Parties agree that any disputes between them may be heard only in the state or federal courts located in Dallas County, Texas, and the Parties hereby consent to venue and jurisdiction in those courts.

5. **Entire Agreement/Amendments.** This Agreement, together with Employment Offer provided with this Agreement, contain the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement or the Employment Offer, including, but not limited to, the including, but not limited to, the employment offer to you in March of 2014, which the Parties agree is superseded by the Employment Offer and this Agreement. Employee represents and acknowledges that, in executing this Agreement and the Employment Offer, Employee did not rely, and has not relied, on any representation(s) by Company or any of its officers, directors, employees or representatives, except as expressly contained in this Agreement or the Employment Offer. Rather, Employee relief on Employee's own judgment. This Agreement may not be altered, modified, or amended except by written instrument signed by the Parties hereto.

6. **No Waiver.** The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such Party's rights or deprive such Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

7. **Assignment and Successors.** This Agreement shall not be assignable by the Employee. This Agreement may be assigned by the Company, in whole or in part, to a company which is a successor in interest to substantially all of the business operations of the Company or any of its subsidiaries. This Agreement shall inure to the benefit of and be binding upon the Parties and the permitted successors of the Parties.

8. **Survival.** The Parties acknowledge and agree that the provisions of Sections 1, 2, 3, 4, 5, 6, 7, and 8 of this Agreement shall survive the termination of Employee's employment with the Company, no matter the reason for termination.

9. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

[EMPLOYEE NAME]

Sybrid Health, LLC

By:

Name: Zameer Sachedina

Title: VP, Org. Development

SYBRID HEALTH MANAGEMENT, LLC

UNIT AWARD AGREEMENT

THIS UNIT AWARD AGREEMENT (the "*Agreement*") is made and entered into on April 14, 2016, by and between Sybrid Health Management, LLC, a Texas limited liability company (the "*Company*"), and Mohammad Sohail, an individual ("*Executive*").

WITNESSETH:

WHEREAS, the Company has provided an incentive for Executive to enter into employment with the Company and its Affiliates by issuing to Executive Five Thousand (5,000) Units in accordance with the Company Agreement of Sybrid Health Management, LLC, dated April 14, 2016, as may be amended from time to time (the "*Company Agreement*"), designated as a "profits interest" for U.S. federal income tax purposes, as an equity award, pursuant to the terms of this Agreement. All capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Company Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants and the considerations as set forth herein, the parties do hereby agree as follows:

ARTICLE 1

1.1 Defined Terms. Capitalized Terms used herein have the following meanings, except where the context otherwise indicates:

- (a) "*Agreement*" means this Unit Award Agreement.
- (b) "*Company Agreement*" means the Company Agreement of Sybrid Health Management, LLC, dated April 14, 2016, as may be amended from time to time hereafter.
- (c) "*Competing Business*" means any business, individual, partnership, firm, corporation or other entity that operates as an accountable care organization or provides management or administrative services to an accountable care organization.
- (d) "*Confidential Information*" has the meaning set forth in Section 2.8(a).
- (e) "*Date of Grant*" has the meaning set forth in Section 2.1(a).
- (f) "*Employee*" means any person determined by the Board of Managers to be an Employee of the Company or any of its Affiliates.
- (g) "*Executive*" means Mohammad Sohail.
- (h) "*Granted Interest*" has the meaning set forth in Section 2.1(a).
- (i) "*Legal Counsel*" has the meaning set forth in Section 3.6.
- (j) "*Legal Matter*" has the meaning set forth in Section 3.6.
- (k) "*Non-Vested Granted Interest*" means any Granted Interest that has not vested pursuant to the terms of Section 2.3.

Exhibit

A-2

exhibitsticker.com

(l) “*Restricted Area*” means, given the scope of the Company and its Affiliates’ business and the Executive’s scope of responsibility, the states of Texas and Oklahoma.

(m) “*Vested Granted Units*” means any Granted Interest that has vested pursuant to the terms of Section 2.3.

(n) “*Vesting Date*” has the meaning set forth in Section 2.3.

ARTICLE 2

AWARD OF UNITS

2.1 Issuance.

(a) The Company, for and in consideration of services to be rendered by Executive to the Company and its Affiliates and other valuable consideration, agrees to grant and issue, and does hereby grant and issue, to Executive, and Executive agrees to accept, and does hereby accept, from the Company, effective as of the effective date of this Agreement (the “*Date of Grant*”), an equity award consisting of Five Thousand (5,000) Units, designated as a “profits interest” for U.S. federal income tax purposes, as of the Date of Grant (the “*Granted Interest*”), pursuant to the terms and conditions, and subject to the restrictions, set forth in this Agreement. Executive understands and agrees that the Company would not otherwise agree to grant and issue Executive the Granted Interest but for Executive’s agreement to the terms, conditions and restrictions set forth in this Agreement.

(b) The Hurdle Amount for the Granted Interest is \$0.

2.2 Granted Interest Subject to the Company Agreement. The Granted Interest shall be subject to all the terms and conditions of the Company Agreement. Simultaneously with the execution of this Agreement, Executive shall execute a joinder to the Company Agreement substantially in the form attached as Exhibit A. In the event there is any conflict between this Agreement and the Company Agreement, the terms of this Agreement shall control.

2.3 Vesting. For so long as Executive remains an Employee, the Granted Interest shall vest over a three (3)-year period, beginning on [3 | 1 | 2014]. On [3 | 1 | 2014] (the “*Vesting Date*”), and on each anniversary of the Vesting Date thereafter, the Granted Interest shall vest as follows: (i) One Thousand (1,000) Units on the Vesting Date; (ii) Fifteen Hundred (1,500) Units on the second anniversary of the Vesting Date; and (iii) Twenty-Five Hundred (2,500) Units on the third anniversary of the Vesting Date, assuming Executive is an Employee on that applicable anniversary date. Any portion of the Granted Interest that has not vested under this Section 2.3 shall be referred to as a “*Non-Vested Granted Interest*,” and any portion of the Granted Interest that has vested under this Section 2.3 shall be referred to as the “*Vested Granted Interest*.”

2.4 Forfeiture. Immediately upon the occurrence of a Trigger Event, Executive’s Non-Vested Granted Interest shall be forfeited to the Company for no consideration and without further action by the Executive.

2.5 Non-Transferability. The Granted Interest may not be Transferred or otherwise disposed of in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process until that Granted Interest has fully vested pursuant to Section 2.3 and is no longer subject to forfeiture pursuant to the terms of this Agreement. Thereafter, the provisions of the Company Agreement shall apply to any such Transfers. Any attempt to Transfer or otherwise dispose of any right or privilege related thereto shall be null and void.

2.6 Repurchase of Granted Interest. The Vested Granted Interest shall be subject to the call option granted to the Company further described in Section 3.5 of the Company Agreement.

2.7 Investment Representations. Notwithstanding anything herein to the contrary, Executive hereby represents and warrants to the Company, that:

(a) The Granted Interest of Executive is acquired for investment purposes only for his own account and not with a view to or in connection with any distribution, re-offer, resale or other disposition not in compliance with the Securities Act and applicable state securities laws;

(b) Executive, alone or together with his representatives, possesses such expertise, knowledge and sophistication in financial and business matters generally, and in the type of transactions in which the Company proposes to engage in particular, that he is capable of evaluating the merits and economic risks of acquiring and holding his Granted Interest;

(c) Executive has had access to all of the information with respect to his Granted Interest that he deems necessary to make a complete evaluation thereof, and has had the opportunity to question the Company concerning the Granted Interest;

(d) The decision of Executive to acquire his Granted Interest for investment has been based solely upon the evaluation made by him;

(e) Executive is aware that he must bear the economic risk of his investment in the Company for an indefinite period of time because the Granted Interest has not been registered under the Securities Act or under the securities laws of various states, and therefore, cannot be sold unless that Granted Interest is subsequently registered under the Securities Act and any applicable state securities laws or an exemption from registration is available;

(f) Executive is aware that only the Company can take action to register the Granted Interest and the Company is under no such obligation and does not propose to attempt to do so;

(g) Executive is aware that the Company Agreement provides restrictions on the ability of Executive to sell, transfer, assign, mortgage, hypothecate, or otherwise encumber his Granted Interest; and

(h) Executive is an "accredited investor," as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

2.8 Restrictive Covenants

(a) The Company and/or its Affiliates will provide the Executive access to certain confidential information, proprietary information and/or trade secrets relating to the Company and its Affiliates and related entities, including but not limited to financial information and data; proprietary data regarding products, processes, and ideas; developmental or experimental work, improvements, discoveries, research, plans for research or future products and services business plans and strategies; marketing plans and strategies; client lists and information; vendor and supplier lists and information; business records and reports; and other business information disclosed to the Executive by the Company or its Affiliates, either directly or indirectly, in writing, orally, or by drawings or observation (collectively, "**Confidential Information**"). The Executive agrees that all Confidential Information is the Company or its Affiliates' property. The Executive shall not disclose any portion of the Confidential Information to any others except for the benefit of the Company or its Affiliates. The Executive shall not 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. The Executive shall not, whether directly or

indirectly, use any Confidential Information or information regarding the names, contact information, skills and compensation of employees and contractors of the Company or its Affiliates to: (i) call upon, solicit business from, attempt to conduct business with, conduct business with, interfere with or divert business away from any customer, client, vendor or supplier of the Company or its Affiliates with whom or which the Company or its Affiliates conducted business within the prior eighteen (18) months or (ii) recruit, solicit, hire or attempt to recruit, solicit, or hire, directly or by assisting others, any persons employed by or associated with the Company or its Affiliates. The Executive shall use Executive's best efforts to safeguard the Confidential Information against disclosure to others. If the Executive ceases 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.

(b) During the period of time that Executive is employed with the Company or its Affiliates and for a period of twelve (12) months thereafter, Executive, either individually or as principal, owner, partner, stockholder, manager, agent, consultant, contractor, employee, lender, investor, volunteer, or as director or officer of any corporation or association, or in any other manner or capacity whatsoever, shall not, whether directly or indirectly, without the express prior written consent of the Managers, become employed by, establish, prepare to establish, invest in, consult for, manage, finance, advise, endorse, perform services, engage, prepare to engage, or assist others in engaging, in any Competing Business in the Restricted Area.

(c) During the period of time that Executive is employed with the Company or its Affiliates and for a period of twelve (12) months thereafter, Executive, whether directly or indirectly, shall not (and shall not assist others) without the express prior written consent of the Managers, call upon, solicit business from, attempt to conduct business with, conduct business with, interfere with or divert business away from any customer, client, vendor or supplier of the Company or its Affiliates with whom or which the Company or its Affiliates conducted business within the prior eighteen (18) months, and (i) who or which the Executive contacted, called on, serviced, or conducted business with, (ii) who or which the Executive learned of as a result of the Executive's employment or participation in the Company or its Affiliates, or (iii) about who or which the Executive received Confidential Information. The Executive understands and agree that all efforts expended in soliciting and servicing the Company and its Affiliates' customers and clients shall be for the exclusive benefit of the Company or its Affiliates; that the Company and its Affiliates secures and retains a proprietary interest in all such customers and clients; and that during the Executive's employment with the Company or its Affiliates or participation in the Company or its Affiliates, the Executive shall not undertake any action that would in any way disturb the Company or its Affiliates' relationships with its customers and clients.

(d) During the period of time that Executive is employed with the Company or its Affiliates and for a period of twelve (12) months thereafter, Executive shall not, in any capacity whatsoever (whether as a proprietor, partner, investor, shareholder, director, officer, employer, employee, consultant, advisor, independent contractor, co-venturer, financier, agent, representative, or otherwise), whether directly or indirectly, solicit, attempt to solicit, or otherwise encourage, counsel, or induce any employee to leave the employ of the Company or its Affiliates, or solicit for employment, hire, employ, or engage the services of any Employee, or assist any person, company, or entity to engage in any such conduct.

(e) Executive shall refrain, both during and after Executive's employment terminates, from making or publishing any oral or written statements about the Company, its Affiliates, its or their business, or any of their directors, officers, managers, employees, consultants, agents or representatives or the Company's or its Affiliates' business, operations, plans or prospects or their business reputation that (i) are disparaging, slanderous, libelous or defamatory or which would likely have an adverse effect on the Company or its Affiliates; or (ii) place the Company or its Affiliates or any of

their owners, principals, directors, managers, officers, employees, consultants, agents or representatives in a false light before the public.

(f) During the period of the Executive's employment with, or arrangement to provide services to, the Company or its Affiliates and thereafter, the Executive shall not make any disclosure, issue any public statements or otherwise cause to be disclosed any information which is designed, intended or might reasonably be anticipated to discourage suppliers, customers or employees of the Company or its Affiliates' business or otherwise have a negative impact or adverse effect on the Company's business. The Executive will provide assistance reasonably requested by the Company in connection with matters arising from events while the Executive was employed by or provided services to the Company or its Affiliates, including but not limited to assistance in connection with any lawsuits or other claims against the Company or its Affiliates arising from events during the period of the Executive's employment with, or arrangement to provide services to, the Company or its Affiliates.

(g) Executive acknowledges that the restrictions contained in this Section 2.8, in view of the nature of the Company and its Affiliates' business, are reasonable and necessary to protect the Company and its Affiliates' legitimate business interests and business goodwill and that any violation of this Section 2.8 would result in irreparable injury to the Company and its Affiliates. In the event of a breach by the Executive of any provision of this Section 2.8 or if Executive challenges, the Company or its Affiliates shall, in addition to any other legal remedies available, be entitled to:

(i) From the earlier to occur of the date of breach by the Executive of any provision in Section 2.8 or the date any provision in Section 2.8 is held or found invalid or unenforceable for any reason whatsoever by a court or other constituted legal authority of competent jurisdiction in an action between Executive and the Company or its Affiliates, the Executive's Granted Interest shall automatically lapse and be forfeited and shall revert to the Company for no consideration and without further action by the Executive. The Company shall have no further obligation to the Executive under this Agreement, and shall be entitled to terminate any payments payable on any promissory note issued in connection with Section 2.6(c) without further action. In addition, Executive hereby agrees to remit to the Company within thirty (30) days after demand by the Company any and all monies previously received from the Company for Executive's Granted Interest, including any money paid to Executive to repurchase any Granted Interest.

(ii) A temporary restraining order and injunctive relief restraining Executive from the commission of any breach of this Section 2.8, and to recover the Company or its Affiliates' attorneys' fees, costs and expenses related to the breach. The existence of any claim or cause of action by Executive against the Company or its Affiliates, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company or its Affiliates of the restrictive covenants contained in this Section 2.8 or to injunctive relief.

(h) Executive and the Company and its Affiliates agree that all of the covenants contained in this Section 2.8 shall survive the termination or expiration of this Agreement, and agree further that in the event any of the covenants contained in this Section 2.8 shall be held by any court to be effective in any particular area or jurisdiction only if said covenant is modified to limit its duration or scope, then the court shall have such authority to so reform the covenant and the parties hereto shall consider such covenant(s) and/or other provisions of this Section 2.8 to be amended and modified with respect to that particular area or jurisdiction so as to comply with the order of any such court and, as to all other provisions, the covenants contained herein shall remain in full force and effect as originally written.

(i) If Executive violates any of the restrictions contained in Section 2.8, the time period shall be suspended and shall not run in favor of the Executive from the time of the commencement of any violation until the time when the Executive cures the violation to the satisfaction of the Company

or its Affiliates; the period of time in which the Executive is in breach shall be added to the restricted period.

ARTICLE 3

GENERAL PROVISIONS

3.1 Taxation. Executive shall be solely responsible for determining the tax consequences of any issuance of a Granted Interest under this Agreement to it, including, without limitation, (i) the advisability, availability, method, and timing for filing an election to include income arising from such issuance into Executive's gross income under Code Section 83(b), the tax consequences of such election, and the provision of written notice to the Company of such election in accordance with the regulations promulgated under Code Section 83(b) and (ii) the safe harbor provisions regarding transfer limitations of property interest during the first two (2) years of ownership, as discussed in Rev. Proc. 93-27, 1993-C.B. 343. As further provided in Section 3.6, the Company urges the Executive to seek legal counsel with respect to the matters discussed in this Section 3.1.

3.2 Employment. Neither the grant nor issuance of awarded Granted Interest pursuant to this Agreement nor any term or provision of this Agreement shall constitute or be evidence of any understanding, express or implied, on the part of the Company or any Affiliate to employ the Executive for any period.

3.3 Notice. Any notice required, permitted or desired to be given pursuant to any of the provisions of this Agreement shall be deemed to have been sufficiently given or served for all purposes when telecopied, when delivered by hand or received by registered or certified mail, postage prepaid, or by nationally reorganized overnight courier service addressed to the party to receive such notice at the following address or any other address substituted therefor by notice pursuant to these provisions:

If to the Company, at: Sybrid Health Management, LLC
2340 East Trinity Mills Road, Suite 250
Carrollton, Texas 75006

If to the Executive, at:

1201 Big Falls Dr
Flower Mound TX 75022

3.4 Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

3.5 Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any material respect, such provision shall be replaced with a provision that is as close as possible in effect to such invalid, illegal or unenforceable provision, and still be valid, legal and enforceable, and the validity, legality and enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

3.6 Acknowledgment. Executive hereby agrees and acknowledges that (i) Haynes and Boone, LLP ("**Legal Counsel**") has been retained by the Company or its Affiliates to represent the Company and its Affiliates, and in such capacity has provided legal services to the Company; (ii) Legal Counsel has not represented, nor will it represent, Executive in connection with this Agreement or any dispute that may arise between Executive or the Company or its Affiliates (each a "**Legal Matter**"); and (iii) Executive will, if he wishes counsel on a Legal Matter, retain his own independent counsel with respect thereto and will pay all fees and expenses of such independent counsel.

3.7 Amendment. This Agreement may be amended only upon the written consent of the Company and the Executive.

3.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original by the party executing the same but all of which together will constitute one and the same instrument.

3.9 WAIVER OF JURY TRIAL. THE PARTIES HERETO AGREE THAT NEITHER PARTY SHALL SEEK OR BE ENTITLED TO A JURY TRIAL IN ANY DISPUTE ARISING FROM OR RELATING TO THIS AGREEMENT. THE PARTIES HEREBY WAIVE THEIR RIGHTS THEY WOULD OTHERWISE HAVE TO A JURY TRIAL.

3.10 Entire Agreement. This Agreement together with the Company Agreement constitutes the entire agreement between the parties, and fully supersedes any and all prior agreements, understanding or representations between the parties pertaining to or concerning the subject matter of this Agreement, except for any agreements that may exist between the parties containing any non-disclosure, non-disparagement, non-competition, or non-solicitation provisions. The parties have voluntarily agreed to define their rights, liabilities and obligations relating to or arising out of this Agreement and the Company Agreement pursuant to their express terms and provisions. Executive expressly disclaims that the Executive is owed any duties, including the duty of good faith and fair dealing, not expressly set forth in this Agreement or the Company Agreement. No oral statements or prior written material not specifically incorporated in this Agreement or the Company Agreement shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized, unless incorporated in this Agreement by written amendment, such amendment to become effective on the date stipulated in it. Any amendment to this Agreement must be signed by all parties to this Agreement.

3.11 Disclaimer of Reliance. Except for the specific representations expressly made by the Company in this Agreement and the Company Agreement, the Executive specifically disclaims that the Executive is relying upon or has relied upon on any communications, promises, statements, inducements, or representation(s) that may have been made, oral or written, regarding the subject matter of this Agreement and the Company Agreement. The Executive represents that the Executive relied solely and only on the Executive's own judgment in making the decision to enter into this Agreement.

3.12 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles.

3.13 Jurisdiction; Venue. The parties hereby irrevocably submit to the exclusive jurisdiction of any federal or state court located within Dallas County, Texas over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action or proceeding related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 3.3.


3.15 Third Party Beneficiaries. The parties acknowledge and agree that the Affiliates of the Company are third party beneficiaries under this agreement for purposes of Section 2.8.

*Remainder of Page Intentionally Left Blank.
Signature Page(s) To Follow.*

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first set forth above.

COMPANY:

SYBRID HEALTH MANAGEMENT, LLC,
a Texas limited liability company

By: 
Name: R. HARRIS NASEEM
Title: President / Manager

EXECUTIVE:


MOHAMMAD SOHAIL

EXHIBIT A

JOINDER TO COMPANY AGREEMENT

The undersigned hereby agrees to become a party in the capacity of an Employee Member to that certain Company Agreement of Sybrid Health Management, LLC, dated as of April 14, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Company Agreement*"), and to be bound by the terms and conditions thereof in such capacity effective as of the date thereof. The undersigned hereby authorizes this Joinder to be attached as a counterpart signature page to the Company Agreement and hereby designates the address below as the undersigned's notice address under the Company Agreement.


Name: MOHAMMAD SOHAIL

Effective Date of Signature: 4/14/2016

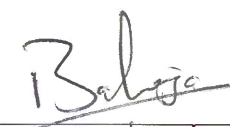
Address for Notice Purposes:

1201 Big Falls Dr.
Flower Mound Tx 75028

SPOUSAL CONSENT AND PROXY

The undersigned, being the spouse of Mohammad Sohail, party as an Employee Member to that certain Company Agreement of Sybrid Health Management, LLC, dated as of April 14, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Company Agreement*"), hereby executes this Spousal Consent and Proxy for the purpose of consenting to the foregoing Company Agreement and binding any community property interest or marital property interest that he or she may have in any of the Units. By execution hereof, the undersigned represents and warrants that he or she has read the foregoing Agreement and consents to its terms.

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Company Agreement.


Name: Baheerja Sohail

Effective Date of Signature: 4/14/16

\\Premier Litigation 2021\Files with PHI Shared Savings Information\Files with Attachments

File Name	Date	Confidential Information	Confidential Reasons
360 Bug	5/23/2014	History information on payment amounts	\$\$ to Physicians
360 Error	9/26/2014	Practice and patient information	Client Name / PHI
360 Physician Assignments	9/15/2014	Practice information	Client info
ACO Participant List	10/5/2014	Long list of ACO Participants	Customer list
ACO Removals Extended Deadline OCT. 2014		Customer list	Customer List
ACO Report Template	Mar-14	Customer list	Customer list
Meeting Minutes (8/25/14)	8/26/2014	customer info	Customer list
Assignment of PCPs	7/27/2014	ACO Customer lists	Customer list
Assistance Needed in Setting Up Calls	10/12/2014	Physician contact information	Customer list
Response File	4/29/2014		
Call Template	8/5/2014	Customer lists	Customer lists
Care Management Meeting Notes	7/10/2014	potential patient info	phi
CCLF 3-4 (claim and claim line feed file data)	7/21/2014	Phi, Claim Data	phi, claim data
CCLF 4-5	7/21/2014	Phi, Claim Data	phi, claim data
CCLF 5-10	4/24/2014	Phi, Claim Data	phi, claim data
CCLF 6-7	7/21/2014	Phi, Claim Data	phi, claim data
CCLF 8-9	7/21/2014	Phi, Claim Data	phi, claim data
CCLF File 2		Phi, Claim Data	phi, claim data
CCLF File 5		Phi, Claim Data	phi, claim data
CCLF Files (62)		Phi, Claim Data	phi, claim data
CCLF Files 0-1		Phi, Claim Data	phi, claim data
CCLF Files 0-2		Phi, Claim Data	phi, claim data
CCLF Files 0-4		Phi, Claim Data	phi, claim data
CCLF Files 1		Phi, Claim Data	phi, claim data
CCLF Files 2		Phi, Claim Data	phi, claim data
CCLF Files 3		Phi, Claim Data	phi, claim data
CCLF Files 3-4		Phi, Claim Data	phi, claim data
CCLF Files 6-7		Phi, Claim Data	phi, claim data
CCLF Files 8-9		Phi, Claim Data	phi, claim data

CEO Call Follow Up Notes [REDACTED]	7/20/2014	patient info	phi
CEO Call Notes - [REDACTED]	7/20/2014	patient info and practice info	phi
CEO Calls - Recommended Physicians Not To Call	10/12/2014	Customer information	customer lists
[REDACTED] New Patients	7/16/2014	Customer information	customer lists
ClaimAmounts_Disabled_v_Agent		Claim data	phi/trade secrets
Claims Files 1	6/22/2014	Claim data	phi
Claims Files 2	6/22/2014	Claim data	phi
Claims Files 3	6/22/2014	Claim data	phi
Claims Files 4	6/22/2014	Claim data	phi
Claims Files 5	6/22/2014	Claim data	phi
Claims Files 6	6/22/2014	Claim data	phi
CMS User IDs	10/7/2014	CMS User IDs	phi
CM Benchmarks	3/26/2014	Restricted data from CMS	access to restricted data
Data Reports	3/27/2014	Claim information and phi	access to restricted data
Data Request Response File	7/31/2014		PHI and Claim informatio
Data Request Response	7/3/2014		
[REDACTED]	9/10/2014	Customer information and performance	Customer Lists
Deassigned Beneficiaries Practice Summary		Customer information and PHI	Customer Lists and pHl
[REDACTED] - Follow Up Notes	7/16/2014	Customer data	Customer Lists
[REDACTED] - Call Minutes (8/20/14)	8/21/2014	Customer lists and performance data	Customer Lists
[REDACTED] Patien	7/20/2014	Customer Data	Customer Lists
[REDACTED] Call Minutes (08/20/14)	8/21/2014	Customer Data	Customer lists
[REDACTED] Reports	7/19/2014	Customer Data	Customer Lists
[REDACTED] Follow Up Notes	7/18/2014	Customer Data	Customer Lists
[REDACTED] - Call Minutes (8/21/14)	8/21/2014	Customer Data	Customer Lists
[REDACTED]		Practice and Performance information	Customer Lists
EFTP	4/22/2014	CMS login information	Restricted
Example 2	5/13/2014	Customer Data	Customer Lists
Examples	5/13/2014	Customer Data	Customer Lists
Expenditure Rate White Paper	7/8/2014	ACO Calculation rates	Trade Secrets
File	4/12/2014	Strategy information	Trade Secrets
FW: high risk patient list	8/27/2014	Customer Information and potential PHI	Customer Lists and pHl
FW: Link	3/25/2014	CMS access links	Potential password and l

FW: Patient List

FW: [REDACTED] login

FW: User has questions about the response file, Ticket

Status INQ356485

[REDACTED]_091014

[REDACTED] Call

NewBeneficiaries_Addresses

New Patients - Wills Family Clinic

PART_A

PART_A_Data_Review

ParticipantLIST_Denials

Patients

PCP_Assignment_Tiers

PCP_Assignment_Tiers v6

Physician Letters - Draft

Physicians_Caremanagement

Provider Logins

[REDACTED]

P.A2067.aco

RE: 360 Physician Assignments

RE: A2067 CCLF Question to the Shared Saving Mailbo:

RE [REDACTED]

RE [REDACTED] Pricing Example

RE: Addin [REDACTED]

RE [REDACTED] call 7/16

Re [REDACTED]

RE [REDACTED] meeting tuesday

RE [REDACTED] (sp?)

Weekly report

6/30/2014 PHI

4/21/2014 Customer data

6/3/2014 PHI

9/10/2014 Customer Info and Performance data

7/17/2014 Customer Information

6/12/2014 3849 pieces of PHI

8/8/2014 PHI

4/1/2014 123 doctor /practice data

3/26/2014 Extensive practice information

10/5/2014 Customer Lists

8/8/2014 Customer lists and phi

7/31/2014 107 Customers

7/31/2014 107 customers

4/13/2014 Customer lists and phi

9/24/2014 Customer lists and performance data

5/13/2014 Customer lists and login info

8/25/2014 Customer performance data

2143 phi data

9/15/2014 Customer information

6/3/2014 Customer performance data and phi

10/3/2014 Customer information

6/3/2014 pricing structure and information

8/1/2014 Customer information and performance

7/16/2014 Customer information

9/5/2014 Customer information

8/26/2014 loads of customer data

8/21/2014 Customer information and performance

6/2/2014 Customer information and performance

PHI

Customer Lists

PHI

Customer Lists and Trade

Customer Lists

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Customer Lists and Trade

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Customer Lists and Trade

Customer lists and Restr

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Customer lists

Trade Secrets

Customer Lists and Trade

Customer lists

customer lists

Customer Lists and Trade

Customer lists

Customer lists

Seagate Portable, P1

Outlook PST Mailboxes (Deleted from drive)

Name	Size	Created	Modified
Outlook Data File - [redacted].pst	64.7 MB	06/15/2020, 12:51:11	01/31/2018, 15:27:58
Outlook Data File - [redacted].pst	295 KB	06/15/2020, 12:51:11	11/02/2017, 11:15:59
Outlook Data File - [redacted].pst	299 MB	06/15/2020, 12:51:13	06/29/2017, 10:26:25
Outlook Data File - [redacted].pst	158 MB	06/15/2020, 12:51:05	01/31/2018, 15:11:07
Outlook Data File - [redacted].pst	58.9 MB	06/15/2020, 12:51:09	05/09/2018, 13:22:12
Outlook Data File - [redacted].pst	434 KB	06/15/2020, 12:50:53	04/28/2017, 15:04:21
Outlook Data File - [redacted].pst	241 KB	06/15/2020, 12:50:53	10/24/2018, 13:04:35

Notable Dates: June 15, 2020

(date of [redacted] resignation)

1) [redacted] 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

Computer Forensics View of [redacted] Hard Drive

Dates in blue are directories that were created, modified, changed and/or accessed in June and July, 2020.

Seagate Portable, P1

Existence	Name	File count	Size	Created	Modified	Record changed	Accessed
✓	SRECYCLE.BIN	20,854	116 GB	08/03/2012, 04:31:33	07/29/2020, 14:22:40	07/29/2020, 14:22:40	07/29/2020, 13:36:15
✓	4b42b9d7aff95514c6b1c11	4	8.1 MB	08/12/2012, 01:09:07	08/12/2012, 01:11:25	07/29/2020, 14:41:03	07/29/2020, 14:41:03
X	[redacted]	0	0 B	04/10/2013, 09:50:32	07/29/2020, 13:28:14	07/29/2020, 13:28:14	07/29/2020, 13:28:14
X	[redacted]	0	0 B	04/10/2013, 09:50:32	07/29/2020, 13:28:14	07/29/2020, 13:28:14	07/29/2020, 13:28:14
X	[redacted]	29	6.1 GB	08/10/2012, 12:03:19	07/29/2020, 13:28:16	07/29/2020, 13:28:16	07/29/2020, 13:28:16
X	Backup of [redacted] older laptop personal data	0	0 B	07/22/2020, 14:22:40	07/29/2020, 13:28:32	07/29/2020, 13:28:32	07/29/2020, 13:28:32
X	[redacted] documents	0	0 B	08/03/2012, 06:28:22	07/29/2020, 13:28:33	07/29/2020, 13:28:33	07/29/2020, 13:28:33
X	[redacted] home laptop pics	0	0 B	08/12/2012, 00:51:43	07/29/2020, 13:28:38	07/29/2020, 13:28:38	07/29/2020, 13:28:38
X	[redacted] home laptop vids	0	0 B	08/12/2012, 00:52:07	07/29/2020, 13:28:41	07/29/2020, 13:28:41	07/29/2020, 13:28:41
X	[redacted] home pc pics	0	0 B	08/10/2012, 10:48:05	07/29/2020, 13:28:42	07/29/2020, 13:28:42	07/29/2020, 13:28:42
X	[redacted] home pc pics	0	0 B	08/10/2012, 10:48:05	07/29/2020, 13:28:42	07/29/2020, 13:28:42	07/29/2020, 13:28:42
X	[redacted] laptop library pics	0	0 B	08/03/2012, 03:01:24	07/29/2020, 13:29:06	07/29/2020, 13:29:06	07/29/2020, 13:29:06
X	[redacted] MJ	0	0 B	06/15/2020, 13:01:00	10/31/2019, 21:11:14	06/15/2020, 15:53:21	07/29/2020, 13:27:40
X	[redacted] MSKd390.tmp	0	0 B	07/28/2020, 19:36:01	07/28/2020, 19:36:01	07/28/2020, 19:36:01	07/28/2020, 19:36:01
X	[redacted] music	0	0 B	08/10/2012, 13:56:44	07/29/2020, 13:29:08	07/29/2020, 13:29:08	07/29/2020, 13:29:08
X	[redacted] my Pictures	13,412	64.7 GB	06/15/2020, 13:01:05	07/29/2020, 13:29:51	07/29/2020, 13:29:51	07/29/2020, 13:29:51
X	[redacted] My Videos	0	0 B	08/10/2012, 14:08:05	07/29/2020, 13:29:52	07/29/2020, 13:29:52	07/29/2020, 13:29:52
X	[redacted] old laptop pics	0	0 B	08/10/2012, 14:08:54	07/29/2020, 13:29:55	07/29/2020, 13:29:55	07/29/2020, 13:29:55
X	[redacted] personal	1,190	1.3 GB	06/15/2020, 12:51:20	07/29/2020, 13:30:01	07/29/2020, 13:30:01	07/29/2020, 13:30:01
X	[redacted] Pictures	0	0 B	06/15/2020, 13:36:50	07/29/2020, 13:30:02	07/29/2020, 13:30:02	07/29/2020, 13:30:02
X	[redacted] private	0	0 B	06/15/2020, 12:51:28	07/29/2020, 13:30:02	07/29/2020, 13:30:02	07/29/2020, 13:30:02
✓	Seagate	10	104 MB	04/10/2012, 20:57:46	07/29/2020, 13:30:06	07/29/2020, 13:30:06	07/29/2020, 13:30:06
✓	System Volume Information	10	449 KB	04/10/2012, 20:57:33	07/29/2020, 13:30:15	07/29/2020, 13:30:15	07/29/2020, 13:30:15
X	[redacted] UserGuides	0	0 B	04/10/2012, 20:57:47	07/29/2020, 13:30:03	07/29/2020, 13:30:03	07/29/2020, 13:30:03
X	[redacted] Zoom	0	0 B	06/15/2020, 12:52:18	07/29/2020, 13:30:06	07/29/2020, 13:30:06	07/29/2020, 13:30:06
X	[redacted] Zoom	0	0 B	06/15/2020, 12:52:18	07/29/2020, 13:30:06	07/29/2020, 13:30:06	07/29/2020, 13:30:06
X	[redacted] MS.mp4	88.7 MB	07/22/2020, 17:12:14	04/03/2017, 13:56:55	07/28/2020, 12:52:56	07/29/2020, 13:27:08	07/29/2020, 13:27:08
✓	SeagatePortable.lco	22.0 KB	04/10/2012, 20:57:47	03/04/2009, 09:51:02	07/29/2020, 14:38:27	07/29/2020, 14:38:27	07/29/2020, 14:38:27

Name	Date modified	Type	Size	Folder
Profile - [REDACTED]	4/24/2019 10:44 AM	Adobe Acrobat D...	98 KB	Loose Files (CA\Us...
Profile - [REDACTED]	4/24/2019 10:44 AM	Microsoft Word D...	16 KB	Loose Files (CA\Us...
[REDACTED] Cap table	3/29/2019 10:29 AM	Adobe Acrobat D...	51 KB	Loose Files (CA\Us...
[REDACTED] Cap Table Amber's version	3/29/2019 10:16 AM	Microsoft Excel W...	21 KB	Loose Files (CA\Us...
[REDACTED] Sep 2018 Strategic Model 3.28	3/28/2019 7:24 PM	Microsoft Excel W...	254 KB	Loose Files (CA\Us...
[REDACTED] Sep 2018 Strategic Model v4	1/8/2019 3:10 PM	Microsoft Excel W...	124 KB	Loose Files (CA\Us...
[REDACTED] Weekly meeting Jan 7	1/7/2019 1:38 PM	Microsoft Word D...	15 KB	Loose Files (CA\Us...
[REDACTED]	1/2/2019 7:00 PM	Microsoft Excel W...	593 KB	Loose Files (CA\Us...
[REDACTED] CS	1/2/2019 7:00 PM	Adobe Acrobat D...	541 KB	Loose Files (CA\Us...
[REDACTED] Sep 2018 Strategic Model v3.2	11/13/2018 1:16 PM	Microsoft Excel W...	124 KB	Loose Files (CA\Us...
[REDACTED] Sep 2018 Strategic Model v3.3	10/17/2018 1:50 PM	Microsoft Excel W...	124 KB	Loose Files (CA\Us...
[REDACTED] Strategic Model v3.2	10/2/2018 5:28 PM	Microsoft Excel W...	124 KB	Loose Files (CA\Us...
[REDACTED] Sep 2018 Strategic Model v3.1	10/2/2018 1:29 PM	Microsoft Excel W...	124 KB	Loose Files (CA\Us...
[REDACTED] Sep 2018 Strategic Model v3	10/2/2018 12:03 PM	Microsoft Excel W...	130 KB	Loose Files (CA\Us...
[REDACTED] Sep 2018 Strategic Model 9-25	9/25/2018 10:17 PM	Microsoft Excel W...	130 KB	Loose Files (CA\Us...
[REDACTED] Sep 2018 Strategic Model v1	9/25/2018 9:34 AM	Microsoft Excel W...	127 KB	Loose Files (CA\Us...
[REDACTED] Analysis 2018 July data	7/27/2018 7:22 AM	Microsoft Excel W...	135,828 KB	Loose Files (CA\Us...
[REDACTED] Strategic Model v2	5/21/2018 2:59 PM	Microsoft Excel W...	126 KB	Loose Files (CA\Us...
[REDACTED] PPHC	3/9/2018 2:25 PM	Microsoft Excel W...	57 KB	Loose Files (CA\Us...
[REDACTED] PCC	3/9/2018 2:25 PM	Microsoft Excel W...	54 KB	Loose Files (CA\Us...
[REDACTED] BCDS	3/9/2018 2:25 PM	Microsoft Excel W...	32 KB	Loose Files (CA\Us...
[REDACTED] narrative	2/1/2018 5:44 PM	Microsoft Word D...	17 KB	Loose Files (CA\Us...
[REDACTED] and OS ver 2	11/6/2017 2:12 PM	Microsoft Word D...	16 KB	Loose Files (CA\Us...
[REDACTED] and OS	11/6/2017 1:22 PM	Microsoft Word D...	17 KB	Loose Files (CA\Us...
[REDACTED] 2018 Analysis rev5	8/11/2017 3:03 PM	Microsoft Excel W...	98,106 KB	Loose Files (CA\Us...
[REDACTED] 2018 Analysis rev2	8/5/2017 12:45 PM	Microsoft Excel W...	79,951 KB	Loose Files (CA\Us...
[REDACTED] task items	5/24/2017 1:16 PM	Microsoft Excel W...	16 KB	Loose Files (CA\Us...
[REDACTED] UserList 2017-03-16 roles and access levels	3/16/2017 9:18 AM	Microsoft Excel W...	267 KB	Loose Files (CA\Us...
[REDACTED] Practice-PCP List	11/1/2016 11:07 AM	Microsoft Excel W...	38 KB	Loose Files (CA\Us...
[REDACTED] Premier 360 population healthcare management suite introduction	10/8/2016 2:53 PM	Adobe Acrobat D...	823 KB	Loose Files (CA\Us...
[REDACTED] Premier 360 population healthcare management suite introduction	10/8/2016 2:53 PM	Microsoft Word D...	366 KB	Loose Files (CA\Us...
[REDACTED] surgical procedures	9/12/2016 11:54 AM	Microsoft Excel W...	46 KB	Loose Files (CA\Us...
[REDACTED] Radiology Visits stats by Practice last 12 months	8/17/2016 11:58 AM	Microsoft Excel W...	19 KB	Loose Files (CA\Us...
[REDACTED] Referrals Report Part B 2015	8/17/2016 11:18 AM	Microsoft Excel W...	36,119 KB	Loose Files (CA\Us...
[REDACTED] Practices Bucketing Report	8/3/2016 5:59 AM	Microsoft Excel W...	29 KB	Loose Files (CA\Us...
[REDACTED] Membership_1-12-16 Revised	5/27/2016 8:42 AM	Microsoft Excel W...	195 KB	Loose Files (CA\Us...
[REDACTED] practice wise issues	2/11/2016 6:45 PM	Microsoft Excel W...	21 KB	Loose Files (CA\Us...
[REDACTED] Quality final push	11/9/2015 12:47 PM	Microsoft PowerP...	1,179 KB	Loose Files (CA\Us...
[REDACTED] quality planning all practices	11/6/2015 3:11 PM	Microsoft Excel Bi...	28 KB	Loose Files (CA\Us...
[REDACTED] MSSP 2014 Application (000000003)	8/26/2015 5:57 PM	Microsoft Word D...	43 KB	Loose Files (CA\Us...
[REDACTED] SharePoint Site Basic Structure	8/25/2015 9:32 AM	Microsoft Word D...	54 KB	Loose Files (CA\Us...
[REDACTED] Strategy final_041214_ver 4	8/4/2015 11:15 AM	Microsoft Excel 97...	21,374 KB	Loose Files (CA\Us...
[REDACTED] Public Reporting and Transparency Policy - [REDACTED]	7/27/2015 3:30 PM	Microsoft Word D...	33 KB	Loose Files (CA\Us...

File Home Share View Search					
Search Results in Loose Files					
Name	Date modified	Type	Size	Folder	
Financials	10/16/2019 12:38 PM	Microsoft Excel W...	19 KB	Loose Files (C:\Us...	
Financials ver 725	7/24/2019 4:38 PM	Microsoft Excel W...	13 KB	Loose Files (C:\Us...	
2019 - BAs Assessment	6/27/2019 5:13 PM	Microsoft Excel W...	37 KB	Loose Files (C:\Us...	
Financials[81353]	6/12/2019 9:37 PM	Microsoft Excel W...	18 KB	Loose Files (C:\Us...	
Cap Table Amber's version	3/29/2019 10:16 AM	Microsoft Excel W...	21 KB	Loose Files (C:\Us...	
Sep 2018 Strategic Model 3.28	3/28/2019 7:24 PM	Microsoft Excel W...	254 KB	Loose Files (C:\Us...	
Presentation	3/14/2019 1:36 PM	Adobe Acrobat D...	454 KB	Loose Files (C:\Us...	
Presentation	3/14/2019 1:33 PM	Microsoft PowerP...	548 KB	Loose Files (C:\Us...	
Sep 2018 Strategic Model v4	1/8/2019 3:10 PM	Microsoft Excel W...	124 KB	Loose Files (C:\Us...	
	1/2/2019 7:00 PM	Microsoft Excel W...	15 KB	Loose Files (C:\Us...	
	1/2/2019 7:00 PM	Microsoft Excel 97...	55 KB	Loose Files (C:\Us...	
	1/2/2019 7:00 PM	Microsoft Excel W...	593 KB	Loose Files (C:\Us...	
Ramp Model (Name) v2.4.x	1/2/2019 7:00 PM	Microsoft Excel W...	1,263 KB	Loose Files (C:\Us...	
Financials	1/2/2019 6:59 PM	Microsoft Excel 97...	265 KB	Loose Files (C:\Us...	
SWOT	1/2/2019 6:59 PM	Microsoft Excel W...	65 KB	Loose Files (C:\Us...	
Specific states_mms_geographies_state_201701_109412_1528752532	1/2/2019 6:59 PM	Microsoft Excel W...	72 KB	Loose Files (C:\Us...	
(September 30, 2017)	1/2/2019 6:59 PM	Microsoft Excel 97...	124 KB	Loose Files (C:\Us...	
Sep 2018 Strategic Model v3.2	11/13/2018 1:16 PM	Microsoft Excel W...	124 KB	Loose Files (C:\Us...	
Quality measures 2018	10/19/2018 11:09 AM	Microsoft Excel W...	56 KB	Loose Files (C:\Us...	
Sep 2018 Strategic Model v3.3	10/17/2018 1:50 PM	Microsoft Excel W...	124 KB	Loose Files (C:\Us...	
Strategic Model v3.2	10/2/2018 5:28 PM	Microsoft Excel W...	124 KB	Loose Files (C:\Us...	
table for presentation	10/2/2018 4:02 PM	Microsoft Excel W...	10 KB	Loose Files (C:\Us...	
Sep 2018 Strategic Model v3.1	10/2/2018 1:29 PM	Microsoft Excel W...	124 KB	Loose Files (C:\Us...	
Sep 2018 Strategic Model v3	10/2/2018 12:03 PM	Microsoft Excel W...	130 KB	Loose Files (C:\Us...	
TARGETPAYER QUEST ADDED	9/30/2018 9:50 AM	Microsoft Excel W...	45 KB	Loose Files (C:\Us...	
POC HCC Module for Detailed Data	9/28/2018 12:33 PM	Microsoft Excel W...	12 KB	Loose Files (C:\Us...	
Sep 2018 Strategic Model 9-25	9/25/2018 10:17 PM	Microsoft Excel W...	130 KB	Loose Files (C:\Us...	
Sep 2018 Strategic Model v1	9/25/2018 9:34 AM	Microsoft Excel W...	127 KB	Loose Files (C:\Us...	
Projection of lives	9/23/2018 5:31 PM	Microsoft Excel W...	12 KB	Loose Files (C:\Us...	
Performance Management - Self Assessment	8/25/2018 1:54 AM	Microsoft Excel W...	33 KB	Loose Files (C:\Us...	
pphc analysis 2018 july data	7/27/2018 7:22 AM	Microsoft Excel W...	135,828 KB	Loose Files (C:\Us...	
Products-Roadmap-for-Presentation	7/15/2018 8:20 PM	Microsoft Excel W...	11 KB	Loose Files (C:\Us...	
Strategic Model v2	5/21/2018 2:59 PM	Microsoft Excel W...	126 KB	Loose Files (C:\Us...	
Financial Model Summary	5/14/2018 7:07 PM	Microsoft Excel W...	14 KB	Loose Files (C:\Us...	
RM IT Change Request List v4	4/15/2018 7:47 AM	Microsoft Excel W...	20 KB	Loose Files (C:\Us...	
PAC IT Change Request List v4	4/15/2018 7:47 AM	Microsoft Excel W...	20 KB	Loose Files (C:\Us...	
CM IT Change Request List v4	4/15/2018 7:47 AM	Microsoft Excel W...	20 KB	Loose Files (C:\Us...	
RM IT Change Request List v4 (002)	4/9/2018 7:54 AM	Microsoft Excel W...	20 KB	Loose Files (C:\Us...	
PPHC	3/9/2018 2:25 PM	Microsoft Excel W...	57 KB	Loose Files (C:\Us...	
PCC	3/9/2018 2:25 PM	Microsoft Excel W...	54 KB	Loose Files (C:\Us...	
BCBS	3/9/2018 2:25 PM	Microsoft Excel W...	32 KB	Loose Files (C:\Us...	
Clients Products[9236]	3/5/2018 1:23 PM	Microsoft Excel W...	34 KB	Loose Files (C:\Us...	
Network Managment App Data fields (004)	2/13/2018 9:52 AM	Microsoft Excel W...	12 KB	Loose Files (C:\Us...	

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 803695063 07/23/2020
Document #: 984947270002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

SOBAH SYSTEMS LLC

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

MOHAMMAD SOHAIL

C. The business address of the registered agent and the registered office address is:

Street Address:

1201 BIG FALLS DR FLOWER MOUND TX 75028

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☐ A. The limited liability company is to be managed by managers.

OR

☒ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **MOHAMMAD SOHAIL**

Title: **Managing Member**

Address: **1201 BIG FALLS DR FLOWER MOUND TX, USA 75028**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Exhibit

A-4

exhibitsticker.com

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

MOHAMMAD SOHAIL 1201 BIG FALLS DR, FLOWER MOUND, TX 75028

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

MOHAMMAD SOHAIL

Signature of Organizer

FILING OFFICE COPY

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 803912899 01/26/2021
Document #: 1023190590012
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

MY HEALTH INTEL, LLC

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

MOHAMMAD SOHAIL

C. The business address of the registered agent and the registered office address is:

Street Address:

700 CENTRAL EXPRESSWAY SOUTH, SUITE 400 ALLEN TX 75013

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☐ A. The limited liability company is to be managed by managers.

OR

☒ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **MOHAMMAD SOHAIL**

Title: **Managing Member**

Address: **700 CENTRAL EXPRESSWAY SOUTH, SUITE 400 ALLEN TX, USA 75013**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Exhibit

A-5

exhibitmaker.com

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

NADIA HIPOLITA 15442 VENTURA BLVD STE 101, SHERMAN OAKS, CA 91403

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

NADIA HIPOLITA

Signature of Organizer

FILING OFFICE COPY