

CAUSE NO. DC-20-09713

MOHAMMAD SOHAIL,

Plaintiff,

v.

ANWAR KAZI, ZAMEER SACHEDINA,
ROHIT SHARMA, and WISEMAN
INNOVATIONS, LLC

Defendants.

§ IN THE DISTRICT COURT

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101STJUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

ORIGINAL PETITION

TO THE JUDGE OF THIS HONORABLE COURT:

Plaintiff Mohammad Sohail brings this action for fraud, fraudulent inducement and declaratory judgment as a result of a scheme orchestrated by Defendants Anwar Kazi, Zameer Sachedina, Rohit Sharma and Wiseman Innovations, LLC, aimed at cheating him out of his job, his investment and his role at the company he cofounded.

DISCOVERY CONTROL PLAN

1. Discovery shall be conducted under Level 3 in accordance with Texas Rule of Civil Procedure 190.4.

PARTIES

2. Plaintiff Mohammad Sohail is one of Wiseman Innovations, LLC’s founders, a member of the company and, until June 16, 2020, a director and CEO.

3. Defendant Anwar Kazi (“Kazi”) is a director at Wiseman Innovations, LLC, as well as a member of the company. He is a resident of Denton County. He may be served at 3117 Oak

Hollow Drive, Plano, Texas.

4. Defendant Zameer Sachedina (“Sachedina”) is the current CEO of Wiseman Innovations, LLC, as well as a member of the company. He is a resident of Denton County. He may be served at 2522 Merline Drive, Lewisville, Texas.

5. Defendant Rohit Sharma (“Sharma”) is an employee at Wiseman Innovations, LLC, as well as a confidant and “life coach” to Anwar Kazi and Zameer Sachedina. He is a resident of Dallas County. He may be served at 17671 Addison Road, #1205, Dallas, Texas.

6. Wiseman Innovations, LLC (“Wiseman Innovations”) is a closely held Texas limited liability company located in Carrollton. It may be served through its registered agent or any officer at 4100 Midway Road, Suite 2105, Carrollton, Texas.

JURISDICTION & VENUE

7. Jurisdiction is proper in this Court as a court of general jurisdiction, and the relief requested falls within the jurisdictional limits of the Court.

8. Personal jurisdiction is proper over Defendants because each is a resident of Texas.

9. Venue is proper in Dallas County, Texas, pursuant to Chapter 15 of the Texas Civil Practice and Remedies Code because a substantial portion of the events involved in this lawsuit occurred in Dallas County, Texas, and because Defendant Sharma is a Dallas County resident.

10. Pursuant to TEX. R. CIV. P. 47, Plaintiff seeks monetary relief in excess of \$1,000,000.00.

FACTS

11. Founded by Plaintiff, Defendant Kazi and others in 2017, Wiseman Innovations, LLC is a healthcare software vendor that builds and licenses enterprise software for population healthcare management used by accountable care organizations and insurance companies.

12. Plaintiff is the architect of the company's software and, until June 16, 2020, was its leader and chief executive officer.

13. On June 15, 2020, and into the wee hours of the morning on the 16th, Defendants obtained Plaintiff's resignation and persuaded him to sign an agreement (the "Consulting Agreement") that (a) relegated Plaintiff to mere consultant status, (b) imposed onerous exclusivity, non-compete and non-solicit obligations on him, and (c) purported to release all claims he might have against Defendants, known or unknown. Defendants accomplished this by lying to Plaintiff, by threatening him and his family, and by making promises they had no intention of keeping.

14. Specifically, at the direction of Kazi and Sachedina and in concert with them, Sharma made a series of calls to Plaintiff from his Dallas residence between the hours of 12:00 p.m. and 1:00 a.m.

15. Sharma pretended to be Plaintiff's defender and champion although he actually was a willing participant in the scheme to deceive and manipulate him.

16. In these calls, Sharma represented falsely:

- a. That two of the Wiseman Innovations' members—Jim Murray and Dr. Rao Haris Naseem—believed that Plaintiff had embezzled company money or abetted embezzlement and that they planned to report him to the authorities and sue him personally, although Sharma and Kazi could talk them out of doing so;
- b. That Murray and Naseem were also unhappy about other payments Wiseman Innovations had made that they deemed improper and believed that Plaintiff was responsible for;
- c. That these allegations would prevent Plaintiff and his family from obtaining U.S. citizenship, for which they intend to apply and will be eligible this year;
- d. That Sharma and Kazi would talk Murray and Naseem out of taking any action against Plaintiff if Plaintiff would immediately resign from his position and sign the Consulting Agreement because doing so would create an arms-length relationship between him and the company and would therefore give him a clean slate and fresh start;

- e. That resigning and signing the Consulting Agreement would put an end to the accusations and that they would never be raised again or held against him;
- f. That Plaintiff's brother in Pakistan was also accused of embezzlement and would be reported to the authorities there and sued civilly unless Plaintiff resigned and signed the Consulting Agreement;
- g. That the Consulting Agreement included very standard provisions which came from a template that Sharma's former colleagues in Dubai had used to create an arms-length relationship;
- h. That, should Plaintiff fail to resign and sign the Consulting Agreement that very night (having first seen it at 9:30 pm that evening), he would be in jail by morning and no one in healthcare would ever hire him again;
- i. That he should not try to contact Murray because Murray was ready to put him in the electric chair;
- j. That he should not try to contact Naseem because he was sleeping, having just returned from traveling; and
- k. That it was Naseem's lawyer who was insisting on the provisions in the Consulting Agreement to which Plaintiff was objecting.;

17. After these communications with Sharma and as a result of them, Plaintiff followed up by placing a call to Kazi at Kazi's residence around midnight.

18. As he had planned with Sachedina and Sharma, Kazi confirmed Sharma's false representations.

19. Specifically, Kazi represented falsely:

- a. That Plaintiff needed Kazi to protect him from Murray and Naseem, who were extremely upset with him;
- b. That Kazi would be unable to protect him if Plaintiff did not resign and sign the Consulting Agreement that night;
- c. That Plaintiff could trust Kazi and that they could put Kazi's name in the Consulting Agreement as the person who would grant "exceptions" to the exclusivity, non-compete and non-solicit clauses; and
- d. That Kazi promised to give Plaintiff exceptions to those clauses with regard to anything that Wiseman Innovations was not currently and directly involved in.

20. Defendants knew at the time that these representations were all false.

21. Notably, Sharma and Kazi both concealed from Plaintiff that they were lying to him, that they were acting concertedly and with Sachedina in a plot to deceive him and that he could not trust their factual representations. These omissions are significant because they prevented Plaintiff from realizing he also could not trust their representations about their future intentions.

22. Specifically, these omissions induced Plaintiff to believe Sharma's representation that the new consulting position would give Plaintiff a clean slate and a fresh start and that none of the allegations against him would be raised again if he would simply sign the Consulting Agreement.

23. Likewise, the omissions induced Plaintiff to believe Kazi's promises to grant him broad "exceptions" to the exclusivity, non-compete and non-solicitation clauses in the Consulting Agreement.

24. Obviously Plaintiff would not have believed or acted on any of these promises or representations had he known the truth or known of Defendants' efforts to deceive him.

25. Moreover, Defendants' plot succeeded, and Plaintiff relented, signing both his letter of resignation and the Consulting Agreement at approximately 1:00 a.m.

26. In the weeks that followed, Plaintiff has learned the truth.

27. Most significantly, approximately three weeks following the events of June 15th and 16th, Murray and Naseem sought out Plaintiff to inquire as to his sudden resignation in the middle of the night. Both confirmed that they had never planned or discussed any action of any kind against Plaintiff and were shocked at the allegations falsely attributed to them.

CAUSES OF ACTION

First Cause of Action *Against All Defendants* **Fraud**

28. Plaintiff incorporates all prior allegations and factual statements above and realleges them as if fully set forth herein.

29. Defendants made a series of material misrepresentations and omissions that are itemized above.

30. The representations were false.

31. Defendants knew they were false when made. Alternatively, Defendants made the representations recklessly, as a positive assertion, and without knowledge of their truth.

32. Defendants intended Plaintiff to act upon each of the representations.

33. Plaintiff did act in reliance on the representations by resigning his position, giving up contractual rights in connection with his role at Wiseman Innovations, and agreeing to the Consulting Agreement, among other acts.

34. The omissions involved certain material facts that were known to Defendants.

35. Defendants were intentionally silent when they had a duty to share the information known to them regarding these facts.

36. If Defendants had made full and honest disclosure of the material facts, Plaintiff would never have resigned his position or signed the Consulting Agreement.

37. As a result of Defendants' misrepresentations and omissions, Plaintiff has suffered economic injury, including, but not limited to, loss of position and contractual rights in connection with his role at Wiseman Innovations.

38. Plaintiff is thus entitled to rescission, reinstatement, money damages, and

exemplary damages, plus interest and reasonable attorneys' fees.

39. Defendants are liable jointly and severally.

Second Cause of Action
Against All Defendants
Fraudulent Inducement

40. Plaintiff incorporates all prior allegations and factual statements above and realleges them as if fully set forth herein.

41. Defendants' misrepresentations induced Plaintiff to agree to resign his position and sign the Consulting Agreement.

42. The Consulting Agreement's attempt to disclaim reliance is ineffective because the surrounding totality of the circumstances do not support its enforceability: The parties did not specifically discuss the topic of the subsequent dispute; Plaintiff was not represented by counsel and was pressured to sign without the opportunity to retain counsel; the dealings were not arms-length; Plaintiff lacked knowledge and experience with this kind of business matter, and Plaintiff signed the agreement under duress. *Sims v. Jones*, 611 S.W.2d 461, 462 (Tex. Civ. App.—Dallas 1980, no writ) (“It has long been held that threats of criminal prosecution are sufficient to give rise to duress. The modern view is that threats of criminal prosecution may give rise to duress even where the party threatened is actually guilty of an offense.”).

43. Plaintiff is thus entitled to rescission, reinstatement, money damages, and exemplary damages, plus interest and reasonable attorneys' fees.

44. Defendants are liable jointly and severally.

Third Cause of Action
Against All Defendants
Declaratory Judgment

45. Plaintiff incorporates all prior allegations and factual statements above and

realleges them as if fully set forth herein.

46. Plaintiff seeks relief under the Uniform Declaratory Judgments Act in Chapter 37 of the Civil Practices and Remedies Code.

47. Plaintiff requests a judgment declaring and adjudicating that Plaintiff's resignation letter and the Consulting Agreement were signed under duress, were induced by fraud and are null and void.

48. Plaintiff is entitled to reasonable attorneys' fees.

JURY TRIAL DEMAND

49. Plaintiff respectfully requests a trial by jury.

REQUEST FOR DISCLOSURE

50. Under Texas Rule of Civil Procedure 194, Plaintiff requests that Defendants disclose within 50 days of the service of this request the information or material described in Rule 194.2.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that it be granted the following relief:

- (i) An award of actual, compensatory, exemplary, and consequential damages, including pre- and post-judgment interest and equitable restitution or forfeiture, at the highest rate allowed by law;
- (ii) An order requiring the Defendants to reimburse Plaintiff for all out-of-pocket losses, expenses, interest and attorneys' fees as allowed by statute, contract, and/or common law;
- (iii) Rescission of the Consulting Agreement;
- (iv) Declaratory relief declaring the Consulting Agreement null and void and reinstating Plaintiff's contractual rights as they existed before he was induced to execute that agreement and accompanying documents; and

- (v) All such other relief, whether in law or in equity to which Plaintiff may show himself justly entitled.

Dated: July 16, 2020

Respectfully submitted,

SBAITI & COMPANY PLLC

/s/ Mazin A. Sbaiti

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