

1-CIT ES

Marissa Pittman

**Cause No.** \_\_\_\_\_ DC-17-13751

<b>BAYYINAH LLC</b>	<b>§</b>	<b>IN THE DISTRICT COURT</b>
	<b>§</b>	
<b>v.</b>	<b>§</b>	<b>_____ JUDICIAL DISTRICT</b>
	<b>§</b>	
<b>OMAR SULEIMAN</b>	<b>§</b>	<b>DALLAS COUNTY, TEXAS</b>

**ORIGINAL PETITION AND REQUEST FOR DISCLOSURE**

Bayyinah, LLC (“Bayyinah”) brings this action complaining of Omar Suleiman (“Sulemian”) seeking a temporary restraining order, temporary injunction, permanent injunction and requesting damages.

**I. CLAIM FOR RELIEF**

1. Bayyinah affirmatively pleads that it seeks monetary relief aggregating \$100,000.00 or more, including damages of any kind, penalties, costs, expenses, prejudgment interest, and attorney’s fees, and non-monetary relief, so that this action is not subject to the expedited actions process of Civil Procedure Rule 169 and discovery should therefore be conducted under Level 3 of Texas Rule of Civil Procedure 190.4.

2. Plaintiff seeks monetary relief over \$200,000 but not more than \$1,000,000 and nonmonetary relief and permanent injunctions. Tex. R. Civ. P. 47. Pursuant to Rule 47, Bayyinah states that the damages sought are within the jurisdictional limits of this Court, but the maximum amount of damages sought is unknown at this time.

**II. PARTIES**

3. Bayyinah, LLC is a Texas limited liability company which at the times pertinent to this Petition did business in Irving, Texas.

4. Suleiman is a Texas resident who may be served with process at Suleiman's usual place of abode at 7943 S. Fort Bend, Irving, Texas 75063, or wherever Suleiman may be found.

### **III. JURISDICTION AND VENUE**

5. The Court has jurisdiction over this action by virtue of the relief sought herein and because the amount in controversy exceeds the minimum jurisdictional requirements of this Court. The Court has jurisdiction over Omar Suleiman because he resides and is a citizen of Texas.

6. Venue is proper in Dallas County, Texas pursuant to Tex. Civ. Prac. & Rem. Code § 15.002(a)(1), because substantially all of the events giving rise to the claims described herein occurred in Dallas County.

### **IV. FACTS**

8. Bayyinah was formed in 2005 to teach the fundamentals of classic Arabic. Bayyinah has expanded its operations from that time.

9. In 2007, Bayyinah moved to Dallas, Texas.

10. In 2008, Bayyinah launched its podcast lectures. In 2012, Bayyinah's podcast programs were downloaded on a daily basis.

11. In 2011, Bayyinah opened its Bayyinah Dream program. The Bayyinah Dream aims to provide a comprehensive Arabic education which inspires reflection on and study of the Qúran in order to reinvigorate hearts and minds.

12. In 2012, Bayyinah held its first conference at the Irving Convention Center.

13. Bayyinah has a television application to more widely distribute its teaching efforts.

14. Bayyinah has a video on demand service delivered via a web application and mobile applications that reaches a worldwide audience.

15. Bayyinah has operations to permit persons to participate in live courses focused on Qur'an and Arabic instruction over the internet.

16. Bayyinah acted to establish the Bayyinah Foundation, which is a nonprofit organization the purpose of which is to spread an awareness and appreciation of the Qur'an and its language worldwide.

17. Suleiman is a teacher of Islamic Studies. On or about February 28, 2014, Suleiman became an employee and contractor of Bayyinah. Bayyinah executed the Memorandum of Understanding but Suleiman did not execute the Memorandum of Understanding. The Memorandum of Understanding governed the relationship between Suleiman and Bayyinah. Suleiman resigned in February 2017.

18. After Suleiman joined Bayyinah as a teacher and, later, as the head of Early Islamic History and Research, he was recording programs for Bayyinah's subscription based online service called Bayyinah TV and for various social media platforms. Prior to joining Bayyinah, Suleiman did not have nearly the exposure that his employment at Bayyinah provided him.

19. Throughout his employment he continuously asked that his recordings be published on Nouman Ali Khan's facebook page which had a significantly larger following to help promote his name and teaching efforts.

20. Suleiman served as the head of history and research at Bayyinah and, as such, was given access to Bayyinah's trade secrets and confidential information including expert techniques in marketing, social media reach, production quality, content enhancement and advertising.

21. Through his exposure to Bayyinah's operations and his full access to Bayyinah's trade secrets, including knowledge of key business contacts from around the world, Suleiman obtained the knowledge necessary to compete with Bayyinah's public media efforts through using expertise, confidential information and trade secrets he obtained from Bayyinah.

22. Suleiman's actions violated his legal obligations to Bayyinah. Suleiman's actions violated his fiduciary obligations to Bayyinah.

23. In 2012, Suleiman moved to Dallas where he established the Islamic Learning Foundation of Texas and dedicated himself to teaching, including at the Bayyinah Institute in Irving, Texas.

24. While employed by Bayyinah, Suleiman was paid a salary.

25. As a contractor, Suleiman was to produce a series of 3 hour long live, even special programs branded as story night. This contract stipulated that he would receive 85% of net profits from every Story Night conducted anywhere in the world and for only 2 such events every year, Bayyinah would be entitled to 100% of the proceeds. Suleiman was provided the advertising, marketing, branding and complete logistical support for the programs. Bayyinah bore all expenses for each Story Night program.

26. Omar Suleiman was at the same time a full time employee of Bayyinah. His primary job description was to come up with program ideas highlighting the pre and early Islamic history including Seerah (the biography of the prophet Muhammad) and biographies of other historical prophets and biographical accounts of the close companions of the prophet Muhammad. Coming up with these ideas, developing a curriculum and finally presenting this content was all part of his fundamental job role. In that capacity, Suleiman proposed the idea of presenting the account of the life and

marriage of two of the prophet's companions, Ali and Fatimah. Though this idea was developed as part of his paid job role, he later took this idea after leaving Bayyinah and conducted live seminars revolving around exactly the same content outside of Bayyinah as an independent venture.

27. As an independent venture, Bayyinah is aware of Suleiman conducting the Ali and Fatimah program in Malaysia and Columbo on May 14th and 15th of 2016 respectively. Bayyinah is not aware of the compensation amount he or any other party he worked with received.

28. When Suleiman left Bayyinah's employ in February 2016, he converted his group health insurance to private insurance and, by means as yet unknown to Bayyinah, caused Bayyinah to pay for Suleiman's personal health insurance. This continued until August 2017 when it was discovered and ended by Bayyinah.

29. While an employee of Bayyinah, Suleiman and Bayyinah agreed to jointly produce a film in Mecca, Saudi Arabia to be called The Onsite Seerah Project. The film was to be released on Bayyinah's social media outlets. A research assistant was hired specifically for the purpose of assisting Suleiman in this project both for recording and research by the name of Hasib Noor. Bayyinah paid its share for the production of the film, \$166,446.00 to a production company in Jordan pursuant to a written agreement.

30. By means unknown to Bayyinah, Suleiman convinced the Jordanian company to refuse to deliver the film to Bayyinah as agreed and to refuse to return the \$166,446.00 paid by Bayyinah. At the least, Bayyinah has been damaged by the sum of \$166,446.00 and, more likely, has been damaged by the sum of money it would have earned from the film and an additional sum for damages incurred by injury in the marketplace by promoting a film which was not permitted to market as agreed.

31. In February 2016, Suleiman quit his employment with Bayyinah and assumed ownership of the Jordan video.

32. In August 2012, Suleiman created the website “Ilmflix.com”

33. In June 2016, Suleiman founded the Yaqeen Research Institute, Inc.

34. In August 2015, Suleiman created with others the video entitled “Inspiration Series.”

35. In the course of his relationship with Bayyinah, Suleiman received access to the assets of Bayyinah and in that position he was granted use and control of Bayyinah’s trade secrets, and confidential information.

36. During the time that he was an employee of Bayyinah began competing with Bayyinah using personal and intellectual property belonging to Bayyinah and using Bayyinah’s confidential information that Bayyinah uses in the conduct of its business. This property, including the confidential information, gives Bayyinah a competitive advantage.

37. Use of Bayyinah’s personal and intellectual property belonging and using Bayyinah’s confidential information that Bayyinah uses in the conduct of its business gave Suleiman a competitive advantage and enabled Suleiman to compete with Bayyinah without incurring the expenses and the time normally required to set up such a business.

38. Such competition from Suleiman constituted by Suleiman constituted theft of Bayyinah confidential information and of Bayyinah’s business opportunities of which Suleiman would not have been aware or able to satisfy without his access to the assets, including trade secrets and confidential information that belongs to Bayyinah. Such trade secrets and confidential information includes business methods, knowledge

of specific projects in which Bayyinah was engaged and planned at the time Suleiman was an employee of Bayyinah, customers and supplier names and lists, know-how, process and procedures, and pricing data.

39. After the termination of his employment, Suleiman has used Bayyinah's trade secrets and confidential information to create and operate the several businesses he has created, all to the disadvantage of Bayyinah.

40. Moreover, since the time of his termination of his employment by Bayyinah, Suleiman has engaged in a course of conduct which includes business disparagement designed to destroy Bayyinah or, at the least, to reduce Bayyinah's position of a competitor of Suleiman.

41. Based on information and belief, Suleiman has contacted numerous mosques with which or through which Bayyinah has done business or has held strategically advantageous relationships and advised them to disassociate themselves from Bayyinah and Nouman Ali Khan.

42. Suleiman has published false disparaging words about Bayyinah's business interests with malice, without privilege and such publication caused Bayyinah special damages by reducing Bayyinah's income from activities in which Suleiman is a competitor.

43. Suleiman conspired with a former employee at Bayyinah and secretly maintained his corporate Bayyinah email address, omar@bayyinah.com, after his employment had come to an end. He used this email address to respond to speaking requests and business proposals that were meant directly for Bayyinah and used them to further his personal interests.

#### **IV. CAUSES OF ACTION**

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

44. Suleiman breached his contractual obligations to Bayyinah by failing to provide Bayyinah the services required by his position and by using Bayyinah's assets to compete with Bayyinah when an employee of Bayyinah.

45. Suleiman breached his contractual obligations to Bayyinah by using Bayyinah's assets to prepare to compete with Bayyinah after he terminated his employment relationship with Bayyinah.

46. Suleiman breached his contractual obligations to Bayyinah by failing to provide the services he agreed to provide in return for Bayyinah's agreement to pay Suleiman a percentage for the income generating services provided by Suleiman to Bayyinah.

47. Such breaches damaged Bayyinah.

48. Bayyinah sue for its actual damages and attorney's fees.

##### **B. Breach of Fiduciary Duties**

49. Suleiman had fiduciary obligations to Bayyinah as an employee, manager and independent contractor who agreed to provide specific services to Bayyinah.

50. As alleged above, Suleiman breached his fiduciary duties to Bayyinah.

51. Such breaches caused Bayyinah to suffer special damages and Bayyinah sues for such damages.

##### **C. Theft of Trade Secrets**

52. Suleiman's actions as alleged above constitute theft by Suleiman of Bayyinah's property giving Bayyinah a cause of action against Suleiman under the provisions of Section 134.001 et seq., Texas Civil Practices and Remedies Code.

53. Such violations injured Bayyinah.

54. Bayyinah sues for its actual damages, additional damages in undetermined amount and attorney's fees.

***D. Business Disparagement***

55. Suleiman knowingly has made and threatens to make false, defamatory statements about Bayyinah which Suleiman knows will damage Bayyinah.

56. Bayyinah seeks to recover their actual damages for business disparagement.

57. Suleiman has threatened Bayyinah that he would publish and cause to be published libelous and slanderous statements about Bayyinah that Suleiman knows would destroy Bayyinah's ability to conduct business.

58. Suleiman's conduct caused and continues to cause Bayyinah substantial and irreparable harm for which there exists no adequate remedy at law. Suleiman's conduct has also caused Bayyinah to sustain special damages, including the loss of \$166,446.00 paid in connection with the Onsite Seerah Project.

59. Because the conduct complained of herein was intentional and malicious, Bayyinah seeks exemplary damages against Suleiman for his intentional and malicious conduct in amounts to be determined by the trier of fact.

***E. Tortious Interference with Contract and Business Relations***

60. Bayyinah had contractual relations with its employees and Suleiman willfully and intentionally interfered with such contracts.

61. Bayyinah had contractual relationships with the Jordanian production company for the production of the film to be named Seerah. Due to the interference by Suleiman, the production company refused to give Bayyinah the film produced with its

money or to return the moneys paid it by Bayyinah, Bayyinah had contractual relations with others in the Muslim community, including mosques, and Suleiman willfully and intentionally interfered with such contracts. Bayyinah had a reasonable probability that it would have entered into a business relationship with others in the Muslim community, including mosques, and Suleiman willfully and intentionally interfered with those relationships by committing acts of business disparagement against Bayyinah. Such interference proximately caused Bayyinah injury.

62. Such interference caused Bayyinah injury and Bayyinah incurred actual damages or loss as a result of such interference. Bayyinah sues for such damages.

63. For each cause of action alleged herein, all conditions precedent have been performed by Bayyinah or have occurred.

## **V. DAMAGES**

Bayyinah sues for its damages including, but not limited to the following:

- a. Reimbursement of moneys paid for Suleiman's education paid by Bayyinah,
- b. Reimbursement of moneys paid for Suleiman's health insurance as his termination as an employee of Bayyinah,
- c. Reimbursement of moneys and assets belonging to Bayyinah used by Suleiman used to promote his businesses while employed by Bayyinah and after he terminated his employment by Bayyinah,
- d. Moneys received by Suleiman for the film Seerah,
- e. \$166,446 paid by Bayyinah to a Jordanian production company which refused to return such funds to Bayyinah due to the insistence of Suleiman,

- f. The value of the file Seerah,
- g. The return or the value of property belonging to Bayyinah and taken by Suleiman in violation of the Texas Theft Act,
- h. Moneys to compensate Bayyinah for Suleiman's breaches of fiduciary duty, including, but not limited to all moneys and assets received by Suleiman from his breaches of fiduciary duty and all compensation wrongfully received by Suleiman from Bayyinah during the period he was breaching his fiduciary duties to Bayyinah.
- i. Moneys not received by Bayyinah from persons who had a contract with Bayyinah but did not continue in the contractual relationship due to the interference of Suleiman, and
- j. Moneys not received by Bayyinah from persons who would have entered into contractual relations with Bayyinah but did not due to the interference of Suleiman.

## **VI. PUNITIVE DAMAGES**

In accordance with the laws of the State of Texas, Bayyinah seeks to recover exemplary damages from Suleiman to penalize his for his outrageous, malicious and otherwise morally culpable and tortious conduct and to deter such conduct in the future.

## **VII. ATTORNEY FEES**

Bayyinah sues for breach of contract and violations of the Texas Theft Act. Bayyinah seeks to recover its reasonable attorneys' fees for such causes of action. The Agreement provides for reasonable attorney's fees and expenses to the prevailing party.

It was necessary for Bayyinah to secure the services of BRUCE E. TURNER, a licensed attorney, to prepare and prosecute this suit. For services rendered, judgment

for attorney's fees and expenses should be granted against Suleiman and in favor of Bayyinah for the use and benefit of Bayyinah's attorney; or, in the alternative, s requests that reasonable attorney's fees and expenses be taxed as costs and be ordered paid directly to Bayyinah's attorney, who may enforce the order for fees in the attorney's own name.

Bayyinah requests post-judgment interest as allowed by law.

### **VIII. REQUEST FOR DISCLOSURE**

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Bayyinah requests that Omar Suleiman disclose, within 50 days of the service of this request, the information or material described in Rule 194.2.

### **IX. PRAYER**

WHEREFORE, premises considered, plaintiff Bayyinah, LLC requests that judgment be entered in its favor against Omar Suleiman and that it be granted the following relief (a) Damages as pled herein, (b) exemplary damages, (c) attorney's fees, (d) prejudgment and postjudgment interest as allowed by law and (e) Such other and further relief as requested herein, or to which it may be entitled.

Respectfully submitted,

BENNETT, WESTON, LAJONE & TURNER, P.C.

/s/ Bruce E. Turner

BRUCE TURNER

SBN: 20310500

bturner@bennettweston.com

1603 LBJ Freeway, Suite 280

Dallas, Texas 75234

972-862-2332 - Telephone

214-373-2570 – Facsimile

**ATTORNEYS FOR PLAINTIFF**