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CASE NO: A-20-813060-C
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18 TAHA ABBASI AND NICHELL LOGUE

19 **DISTRICT COURT**
20 **CLARK COUNTY, NEVADA**

21 TAHA ABBASI and NICHELL LOGUE,
22
23 Plaintiffs,

24 v.

25 TRYP TECHNOLOGIES, INC., a Wyoming
26 corporation dba TRYP RIDES with a principle
27 place of business in Nevada, and DOES 1-20,
28 inclusive,

Defendants.

CASE NO.:

DEPT. NO.:

**PLAINTIFFS TAHA ABBASI AND
NICHELL LOGUE'S COMPLAINT FOR:**

1. DEFAMATION (TAHA ABBASI)
2. FALSE LIGHT (TAHA ABBASI)
3. DEFAMATION (NICHELL LOGUE)
4. FALSE LIGHT (NICHELL LOGUE)
5. FAILURE TO PAY WAGES
6. FAILURE TO PAY TIMELY WAGES
UPON TERMINATION
7. BREACH OF CONTRACT
8. CONSTRUCTIVE DISCHARGE
9. DECLARATORY RELIEF

**ARBITRATION EXEMPTION
(Equitable Relief and Amount in Dispute)**

1 Plaintiffs Taha Abbasi (“Abbasi”) and Nichell Logue (“Logue” and collectively,
2 “Plaintiffs”) complain and allege against Defendants Tryp Technologies, Inc., a Wyoming
3 corporation doing business as “Tryp Rides” (“Tryp”), and Does 1 through 20, inclusive (“Doe
4 Defendants,” and collectively, “Defendants”) as follows:

5 INTRODUCTION

6 1. This action arises out of Defendants’ retaliation against Abbasi’s forced resignation
7 as Tryp’s Chief Technology Officer (“CTO”). During his term with Tryp, Abbasi sacrificed
8 endless nights, weekends, and his own money to keep Tryp afloat and to help launch Tryp’s
9 rideshare app. Despite Abbasi’s efforts, however, Tryp’s lack of financing resulted in Tryp’s
10 failure to pay its vendors for their services and its employees, including Abbasi, their wages.

11 2. In an attempt to derail Tryp’s downward spiral which Abbasi was witnessing in real
12 time, Abbasi notified Tryp’s management about Tryp’s financial and technological issues and
13 pitfalls. Instead of addressing Abbasi’s valid concerns, Robert McNulty (“McNulty”), founder,
14 CEO, and owner of Tryp, threatened to ruin Abbasi’s career by disclosing negative information
15 about Abbasi “in the public domain.” In light of Tryp’s lack of funding which prevented Abbasi
16 from hiring the necessary team to scale the rideshare app, and McNulty’s threat, Abbasi was left
17 with no choice but to resign as Tryp’s CTO. Less than a week after Abbasi’s resignation,
18 McNulty’s threats came to fruition when three websites were launched which purport to warn
19 viewers about Abbasi. The websites defame Abbasi and his business reputation by falsely stating
20 that he is a criminal, a scammer, a fraudster and an extortionist. In addition, the websites accuse
21 Plaintiffs of “funnel[ing] millions of dollars to Pakistan” and suggest Plaintiffs are funding
22 terrorism.

23 3. As a result of Tryp’s failure to pay wages and Defendants’ defamatory conduct,
24 Plaintiffs seeks monetary and punitive damages, as well as injunctive relief.

25 PARTIES

26 4. At all relevant times herein mentioned, Abbasi and Logue have been, and remain,
27 residents of and domiciled in the Smyrna, Delaware, which is located in the Kent county Delaware.
28

1 5. Plaintiffs are informed and believe, and based thereon allege, that, at all relevant
2 times herein mentioned, Tryp has been (i) a Wyoming corporation with its principal place of
3 business located at 10161 Park Run Drive, Suite 150, Las Vegas, Nevada, 89145, (ii) a closely-held
4 and/or closed corporation that McNulty owns, and (iii) currently doing business as “Tryp Rides.”¹

5 6. Plaintiffs are informed and believe, and based thereon allege that, at all relevant
6 times herein mentioned, Defendants have engaged in, joined in, and/or conspired with each of the
7 other Defendants in carrying out the tortious and unlawful activities herein described. Each
8 defendant is legally responsible for the acts and omissions herein alleged, and each of the
9 Defendants proximately caused the damages that Plaintiffs seek in this action.

10 7. At all relevant times, each Defendant was the agent, representative, and/or
11 employee of each of the other Defendants. In engaging in the conduct herein alleged, Defendants,
12 and each of them, were acting within the course and scope of that alternative personality, capacity,
13 identity, agency, representation, and/or employment and were within the scope of their authority,
14 whether actual or apparent. At all relevant times, each Defendant was the partner, servant, joint
15 venturer, shareholder, contractor, and/or employee of each and every other Defendant. Defendants’
16 acts and omissions herein alleged were done by them through such capacity and within the scope of
17 their authority, and with the permission and consent of each and every other Defendant.
18 Defendants’ acts and omissions herein alleged were ratified by each and every other Defendant, and
19 each of them is jointly and severally liable to Plaintiff.

20 8. Plaintiffs are ignorant of the true names and capacities, whether individual,
21 corporate, associate or otherwise, of Defendants named herein as Does 1 through 20 inclusive, and
22 therefore sue these Doe Defendants by such fictitious names. Plaintiffs will amend this Complaint
23 to allege their true names and capacities when the same have been ascertained. Plaintiffs are
24 informed and believes and thereon alleges that each of the fictitiously-named Doe Defendants are
25 indebted to Plaintiffs as hereinafter alleged, and that Plaintiffs’ rights against such fictitiously-
26 named Doe Defendants arise from such indebtedness.

27 _____
28 ¹ Plaintiffs are informed and believe that Tryp Rides may be in the process of changing its name to Trip
Rides.

1 9. Plaintiffs are informed and believe, and thereon allege, that at all relevant times
2 Defendant Tryp acted as an agent, servant, and alter ego of Does 1 through 20 inclusive and in
3 doing the things alleged herein acted with the course and scope of such agency and alter-ego.
4 Similarly, Defendants 1 through 20 inclusive, acted as an agent, servant, and alter ego of Defendant
5 Tryp. Each of Defendants' acts alleged herein was done with the permission and consent of each of
6 the other Defendants.

7 10. At all times relevant hereto, Defendant Tryp was the alter ego of Does 1 through 20
8 inclusive, and there exists, and at all times herein mentioned has existed, a unity of interest and
9 ownership between Defendants such that any separateness between them has ceased to exist in that
10 Defendant Tryp was completely controlled, dominated, managed, and operated by the other
11 Defendants to suit their convenience and/or personal interests.

12 11. Specifically, at all times relevant hereto, Does 1 through 20 (1) controlled the
13 business and affairs of Tryp, including any and all of their affiliates; (2) comingled the funds and
14 assets of the corporate entity and diverted corporate funds and assets for their own personal use; (3)
15 disregarded legal formalities and failed to maintain arm's length relationships with the corporate
16 entity; (4) inadequately capitalized Tryp; (5) held themselves out as personally liable for the debts
17 of the corporate entity; (7) used the corporate entity to shield against personal obligations as alleged
18 in this Complaint.

19 12. At all times relevant herein, Does 1 through 20 not only influenced and governed
20 Defendant Tryp, but there was such a unity of interest and ownership that the individuality, or
21 separateness of Tryp and Does 1 through 20 has ceased, and the facts are such that an adherence to
22 the fiction of the separate existence of these entities would, under the particular circumstances,
23 sanction a fraud or promote injustice.

VENUE

24 13. This Court has jurisdiction over this action because the amount in controversy
25 exceeds the Court's jurisdictional amount.
26

27 14. Venue is proper in this County in accordance with Nevada Revised Statute, sections
28 13.010 and 13.040, because Tryp's principle place of business is located in the County of Las

1 Vegas at 10161 Park Run Drive - Suite 150, Las Vegas, Nevada, 89145. Additionally, Abbasi's
2 employment agreement with Tryp, as alleged herein, was to be performed in the County of Las
3 Vegas at its principal place of business.

4 **FACTUAL BACKGROUND**

5 15. Abbasi is a skilled and respected entrepreneur and technology engineer. Abbasi
6 serves in advisory and leadership capacities with various technology companies, including serving
7 as a technology advisor for Simustream, a video and virtual reality software company, and
8 ReCreate, a data logging company, and director for Web N App, a software development company.

9 16. Abbasi and his wife, Logue, have been married since June 2019. Logue is a Team
10 Leader at CSC Digital Brand Services and has been with CSC Digital Brand Services since 2009.

11 17. Tryp is a Software as a Service (SaaS) provider² for a rideshare technology
12 platform. Tryp's primary technology is a rideshare app where the drivers pay a monthly
13 subscription fee and keep the entire drive fare and tips from passengers.

14 18. In early 2019, Abbasi met with Tryp's CEO, McNulty, to discuss Abbasi's potential
15 employment by Tryp as its Chief Technology Officer. During their meeting, McNulty represented
16 to Abbasi that McNulty had invested \$3 million of his personal funds in Tryp for the 2019 year and
17 \$1 million of that investment would be allocated towards technology. McNulty represented that
18 Tryp was well-funded such that Abbasi would have the financial means to employ and, as
19 necessary, outsource an engineering team to assist with development of Tryp's rideshare app.

20 19. On or about February 23, 2019, Abbasi and Tryp entered into a written employment
21 agreement (the "Employment Agreement") whereby Abbasi would serve as Tryp's CTO for three
22 years. The Employment Agreement provided the following terms, among others:

23 a. "Specifically, as compensation in consideration of the services to be performed by
24 Employee hereunder, Employee will receive the compensation set forth in the attached Addendum.
25 The amount and frequency of compensation agreed to be paid by Employer to Employee is fixed
26 and my not be renegotiated by Employee during the pendency of any project on which Employee is
27 working. Unless otherwise established by Employer, each compensation period ends at the end of

28 ² Software as a Service is a software licensing and delivery model in which software is licensed on
a subscription basis and is centrally hosted.

1 the week including the 15th of the month if the 15th falls on Wednesday or thereafter, and
2 otherwise the compensation period ends at the end of the week ending before the 15th of the
3 month.” (Employment Agreement at Section 2(a).)

4 b. Defendants were to reimburse Abbasi for “all reasonable business expenses
5 incurred by Employee in connection with the performance of Employee’s duties on behalf of
6 Employer.” (Employment Agreement at Section 2(c).)

7 c. “Employee’s expense report and, if Employee is a non-exempt employee,
8 Employee’s time sheet for the week (ending on Friday) is required to be no later than the following
9 Monday by 5:00 p.m. Nevada time.” (Employment Agreement at Section 3(b).

10 d. “Employee shall receive an annual base salary of \$150,000.00 plus Employer
11 approved reimbursable expenses.” (Employment Agreement, Addendum to Employment
12 Agreement [“Addendum”] at Section 1.1.)

13 e. “Employee shall receive a signing bonus of \$15,000.00 which shall be paid as
14 follows: (i) Employer shall pay Employee \$5,000.00 on the first day of the fourth month of
15 employment from the Effective Date; (ii) Employer shall pay Employee \$5,000.00 on the first day
16 of the fifth month of employment from the Effective Date; and (iii) Employer shall pay Employee
17 \$5,000.00 on the first day of the sixth month of employment from the Effective Date.” (Addendum
18 at Section 1.2.)

19 f. “Employee shall receive a bonus of up to thirty percent (30%) of the annual base
20 salary upon achieving such milestones to be set forth by the Employer's Board of Directors.”
21 (Addendum at Section 2.)

22 g. “Employer shall reimburse Employee’s documented moving expenses not to exceed
23 \$12,000.00. Employee shall submit written estimates for such moving expenses in advance to
24 Employer for approval.” (Addendum at Section 4.)

25 h. “Employee’s duties shall include building, leading and managing a world-class
26 development team. Employee shall report directly to the Employer’s CEO.” (Addendum at Section
27 5.)

28 20. Abbasi worked for Defendants for eleven months, from March 2019 through

1 January 2020. His job, as Chief Technology Officer, included building, maintaining, and scaling the
2 technology which would run Defendants' rideshare app.

3 21. Shortly after taking on his role as CTO, Abbasi conducted an audit of Tryp's
4 systems and refined the requirements to launch Tryp's rideshare app. Abbasi presented his findings
5 and recommendations to McNulty and Tryp's board members and executive team. Upon review,
6 discussion, and approval, Abbasi began implementing the necessary steps to develop the rideshare
7 app. Abbasi and his team invested long hours, including weekends, and sacrificed personal goals in
8 an effort to keep Tryp afloat and launch the app as soon as possible. Indeed, Abbasi, and
9 collaterally Logue, sacrificed and delayed taking a honeymoon after their wedding in June 2019 and
10 having children because the state of affairs at Tryp required Abbasi's immediate and full attention.

11 22. Abbasi's efforts, however, were constantly halted and frustrated because of Tryp's
12 lack of funding, mismanagement of finances, and poor management. For example, although Tryp
13 contracted with Web N App to build certain aspects of Tryp's rideshare app, Tryp failed to pay
14 Web N App for all services rendered. Abbasi is informed and believes, and based thereon alleges,
15 that as of January 2020, Tryp's past due balance to Web N App exceeds \$210,000.

16 23. Abbasi is informed and believes, and based thereon alleges, that Tryp failed to pay
17 employees, including Abbasi, for two pay periods in April 2019 and for pay periods in September
18 and October 2019. Abbasi is further informed and believes, and based thereon alleges, that Tryp's
19 financing is completely drained and, as of December 2019 to date, Tryp has not issued payroll.
20 Abbasi is further informed and believes that during this time, Tryp also had no financing to pay for
21 driver insurance, app development work, or other operating costs of the business.

22 24. As of the date of his resignation, Abbasi's unpaid wages were \$20,192.31.

23 25. Additionally, Mr. Abbasi was not paid his signing bonus of \$15,000. Abbasi made
24 several attempts to keep Tryp afloat by making payments to vendors, contractors, and employees, in
25 addition to expenses for his own travel and other work-related expenses. Abbasi was entitled to
26 reimbursement and Defendants were aware of the costs that Mr. Abbasi incurred, and instructed
27 him to expense the payments for reimbursement. He did so, and requests reimbursement multiple
28 times via Expensify. Occasionally, Defendants would reassure Mr. Abbasi that he would be

1 reimbursed, even saying on one occasion that “money [was] coming tomorrow,” but Defendants
2 never reimbursed him. As of the time of filing the instant Complaint, Abbasi’s out-of-pocket
3 expenses in making these payments total at least \$42,337.17.

4 26. As of the day of Abbasi’s resignation, Tryp owed Abbasi at least \$77,529.48.

5 27. Abbasi is informed and believes, and based thereon alleges, that as of
6 approximately January 2020, Tryp’s unpaid balances due to vendors, employees, and other
7 contracts exceed \$410,000.

8 28. Abbasi made several attempts to warn Tryp’s management about the financial and
9 technological issues and pitfalls. However, his efforts to fulfill his responsibilities as CTO fell on
10 deaf ears. For example, as a result of Tryp’s failure to pay OneByte, a division of Web N App and
11 contracted vendor to Tryp, OneByte turned off the servers to Tryp’s rideshare app. McNulty falsely
12 believed that Abbasi caused OneByte to do so and, on or around January 24, 2020, McNulty called
13 Abbasi and left a voicemail message threatening Abbasi’s career, family, and livelihood.

14 Specifically, McNulty stated:

15 You’re so worried about your career path, **how about if this gets in**
16 **the public domain, which it probably will be now**, guess where
17 you’re going to be at programming, getting deals done, people hiring
18 you. ... You might think you’re on the right side on an ethical issue;
19 you’re not my man, you’re not. **And you’re going to lose big time.**
20 So, you have a choice. You have until 9 o’clock, until I go to the
21 FBI and get everything straightened out. Or, if not, I’m going to the
22 FBI at 9:01 and take the rug out. ... **And if you love your wife,**
23 **[Logue], like you say; you’re going to destroy her life, my man.**
24 That’s all I got to say.

25 29. On or around January 26, 2020, based on, among other reasons, Tryp’s failure to
26 pay Abbasi’s wages, Abbasi had no choice but to resign from his position as Tryp’s CTO.

27 30. Abbasi is informed and believes, and based thereon alleges, that shortly after
28 Abbasi resigned as Tryp’s CTO, McNulty, and Crosby contacted Abbasi’s former colleagues in an
unsuccessful attempt to obtain negative information about Abbasi.

31. On or about January 28, 2020, Crosby posted a statement on Tryp’s telegram group
called Tryp Rides Leaders Group (“Tryp Telegram Group”) and the “Tryp Rides – Official Group”

1 on Facebook (“Tryp FB Group”), stating:

2 Our CTO Taha Abbasi has resigned from Tryp Rides after all
3 management and employees lost confidence in his ability to deliver.
4 Rest assured, more than ever, we are moving forward ‘full speed
5 ahead’ toward delivering the best rideshare app in the industry.

6 32. On or about January 28, 2020, in response to a user’s post in the Tryp FB Group
7 stating “Optimism-time-patience,” David Track, an agent of Tryp, wrote:

8 I can’t say too much at this moment, as Bob will soon address this in
9 a call to everyone. What I can add is this... [. . .] Ever wonder why
10 we’ve been unable to launch in NYC when we have enough riders
11 and drivers, and all they needed to do was to do basic integration?
12 What about when [Abbasi] promised everyone that he would have a
13 tracker that showed all of the tasks needed to be accomplished, and
14 each item that his team was knocking out in real time... in the
15 interest of transparency? Never happened.

16 33. On or around January 31, 2020, the following three websites were launched
17 containing false and defamatory statements about Plaintiffs: (1) <https://tahaabbasiscam.law.blog/>
18 (the “First Website”); (2) <https://tahaabbasi.tech.blog/> (the “Second Website”); and (3)
19 <https://tahaabbasiscams.com/f/this-is-my-honest-review-of-taha-abbasi-cto-scammer/> (the “Third
20 Website”); and (4) <https://tahaabbasiscams.com/> (the “Fourth Website”) and collectively, the
21 “Websites”).

22 34. The First Website is entitled “Taha Abbasi Scam” and purports to “warn” others
23 from being “scammed by this fraudster.” The First Website includes a large photograph of Abbasi,
24 under which reads “TAHA Abbasi – Scammer.” The First Website discloses Abbasi’s personal
25 address, and states that Abbasi is a criminal, a fraud and makes false statements affecting his
26 business reputation. More specifically, the First Website includes the following false and
27 defamatory statements:

- 28 a. “[Abbasi] looks the part and talks the part, but he is a fraud.”
- b. “He’s a fraud about his background in tech, and his ability to program (he doesn’t
 know how beyond the facade).”
- c. “I worked with him in a past business, and he single-handedly destroyed our
 company, because he couldn’t perform... even after his receiving hundreds of thousands of

1 dollars.”

2 d. “[Abbasi] is a sociopath with no concern for his colleagues... he just kills
3 companies because of his greed.”

4 e. “[H]e’s a real criminal!”

5 f. “[H]e was holding their software and source-code for which they paid hundreds of
6 thousands of dollars hostage.”

7 g. “What he does is through lies and deception, earns the position of CTO at your
8 company. He bills you for the work through his defunct company WebnApp [sic], but
9 never delivers a working product. He makes up fictitious names of employees, and creates
10 the illusion that 30+ people are hard at work on your technology. Once he either taps you
11 out of monies, or gets called out for his incompetence, he holds your source-code hostage
12 for more money before he will release it.”

13 35. A true and correct copy of a printout of the First Website is attached hereto as

14 Exhibit 1.

15 36. The Second Website displays a large photograph of Abbasi and Logue, under which
16 reads “BEWARE OF TAHA ABBASI.” In large text across the website it reads, “Abbasi is a scam
17 artist who takes advantage of companies in need of a CTO.” The Second Website includes the
18 following additional false and defamatory statements:

19 a. “Abbasi held [Evelar’s] source code hostage, after being paid millions of dollars to
20 build their technology, and then tried to extort more money from the company owners.
21 [U]ltimately putting them out of business.

22 b. “‘It turns out that Abbasi can’t actually build tech and has no proven track record,
23 other than a wake of failed businesses that he’s connected to as a CTO. He’s a fraud and
24 failure, with mal intent.”

25 c. “[I]t appears that appear [sic] Abbasi is at it again with a rideshare startup company
26 called Tryp Rides. From what I’ve been told, like always, he slyly talked his way into the
27 position of CTO, while simultaneously working for other companies as their ‘Exclusive
28 CTO’ and then systematically attempted to sabotage their company from within by holding

1 their software hostage. Once again, his nefarious pattern of extortion and criminal intent
2 has been put into play.”

3 d. “There’s a long list of people he’s defrauded over his short life.”

4 e. “[Abbasi], his wife [Logue], and sister Tuba Abbasi rip off multiple companies at
5 the same time, never actually delivering a product.”

6 f. “[Abbasi] lives in a \$300,000 home in Delaware with his mom, sister and wife,
7 drives an old beat up car, and funnels millions of dollars to Pakistan for who knows what
8 reasons.”

9 g. “He’s just an expert at scamming people and companies.”

10 37. A true and correct copy of a printout of the Second Website is attached hereto as

11 Exhibit 2.

12 38. The Third Website repeats the defamatory statements made in the Second Website,
13 and also includes false and defamatory statements about Plaintiffs’ family members, including
14 Abbasi’s sister and brother-in-law. Specifically, the Third Website states, “This is a family affair!
15 Taha, his wife Nichelle Logue, mother Nuzhat Usmani Abbasi, sister Tuba Abbasi & her
16 husband/cousin Haris Usmani, rip off multiple companies at the same time, never actually
17 delivering a product. Haris goes undercover with the alias Muneeb Ali. Taha, Nichelle & Tuba
18 Abbasi are a team of deception.” A true and correct copy of a printout of the Third Website is
19 attached hereto as Exhibit 3.

20 39. The Fourth Website links to the Third Website. The Fourth Website also displays
21 photographs of Plaintiffs and their family and refers to them as the “Taha Abbasi Industry Crime
22 Family.” A true and correct copy of a printout of the Fourth Website is attached hereto as Exhibit
23 4.

24 40. On February 7, 2020, Abbasi received a letter from Tryp. Tellingly, Tryp’s letter
25 referenced the First and Second Websites, despite the fact that the Websites were launched only
26 seven days earlier and not readily discoverable with a Google search. In other words, there would
27 be no way for Tryp to know about the First and Second Websites. Tryp and its insiders were
28 responsible for the websites.

1 41. On February 13, 2020, Crosby and Motta held a live video webinar on the Tryp FB
2 Group. Through the Facebook live features, the webinar is recorded and thereafter published on the
3 Tryp FB Group. Any one of the 9,000 Tryp FB Group members can download the recording, as
4 well as recordings of Tryp’s other live webinars dating back to February 2019. During the live
5 video webinar, Motta and Crosby repeatedly criticized Abbasi’s services that he provided to Tryp
6 as its CTO and implied that Abbasi failed to deliver as a result of his professional capabilities. For
7 example, Motta and Crosby stated the following:

8 a. Motta stated that upon Abbasi’s departure, that “there [was] quite a few mess [sic]
9 they [Tryp’s new technology team] have to sort out, because when the old team left, it wasn’t a nice
10 handoff – there wasn’t a lot of documentation. They are having to go through line-by-line the
11 code.” Crosby reiterates and states there was “not a lot of documentation” of Abbasi’s work
12 product.

13 b. Crosby stated that Abbasi “dropped a big pile of shit” on Tryp upon his departure
14 and that Tryp was left with “something that [Tryp has] to dig through, and it’s messy, and there’s
15 no gloves.”

16 c. In response to an attendee of the video call who stated, Tryp “didn’t have a control
17 mechanism in place,” Crosby responded in relevant part, “... Nothing can be deleted, nothing can
18 be changed, it was definitely a tough lesson, and we were left by somebody who left by deleting a
19 whole bunch of stuff, there’s no other way to put it.”

20 d. Crosby stated that Tryp “had over 100 support tickets that were sitting there,
21 because our previous tech company [*i.e.*, Abbasi] did not do anything with them.”

22 42. As a result of the aforementioned defamatory conduct, Plaintiffs suffered emotional
23 distress and Abbasi has suffered economic losses arising from the decline to his personal and
24 professional reputation.

25 **EQUITABLE AND INJUNCTIVE RELIEF IS NECESSARY**

26 43. Plaintiffs are presently and continuously harmed by Doe Defendants’ false and
27 defamatory statements published on the Websites. If Doe Defendants are not enjoined by this
28 Court, Plaintiffs will suffer irreparable harm as a result of the damage to Plaintiffs’ respective

1 businesses and personal and professional reputation. Because the Websites contain clearly false
2 and defamatory statements, Plaintiffs enjoy a reasonable likelihood of success on the merits on the
3 First and Third causes of action. Because of the nature of the injury to the Plaintiffs, monetary
4 damages cannot be adequately measured and would not fully redress the harm that Plaintiffs have
5 suffered and will continue to suffer. There is no adequate, plain, or speedy remedy at law to protect
6 the Plaintiffs, except to enjoin Doe Defendants' continued publication of the Websites in their
7 current form containing the false and defamatory statements and to order Defendants to turn over
8 control of the Websites, including the domain names, to Plaintiff to stop Defendants from
9 recirculating or repurposing the false and defamatory content.

10 **FIRST CAUSE OF ACTION**

11 **DEFAMATION**

12 **(Plaintiff Abbasi Against Doe Defendants 1 through 20)**

13 44. Plaintiffs reallege and incorporate herein by this reference each allegation contained
14 in this Complaint inclusive, as though fully set forth herein.

15 45. Doe Defendants have made numerous false and defamatory statements about
16 Abbasi to the general public, as alleged in the paragraphs above and as seen in Exhibits 1 through 4.
17 These false and defamatory statements involve (i) statements that injured Abbasi's trade and
18 business in technology and (ii) statements that Abbasi has committed a crime.

19 46. The aforementioned defamatory statements are false.

20 47. Doe Defendants published the aforementioned defamatory statements to the general
21 public. The defamatory statements were published via the Websites.

22 48. Doe Defendants' statements were made in bad faith and with knowledge of the
23 falsity of such statements or in reckless disregard for the truth when those statements were made.
24 Doe Defendants were reckless in making the false statements because they were made without
25 consideration of the truth or investigation of the underlying circumstances.

26 49. As a direct and proximate result of Doe Defendants' conduct, Abbasi has suffered
27 and continues to sustain damages in an amount in excess of \$50,000, the full extent of damages to
28 be proven at trial.

1 57. Abbasi is informed and believes and thereon alleges that Defendants' actions were
2 malicious, oppressive, and willful, and engaged in with conscious disregard for Abbasi, thus
3 justifying an award of punitive and exemplary damages.

4 THIRD CAUSE OF ACTION

5 DEFAMATION

6 **(Plaintiff Logue against Doe Defendants 1 through 20)**

7 58. Plaintiffs reallege and incorporate herein by this reference each allegation contained
8 in this Complaint, inclusive, as though fully set forth herein.

9 59. Doe Defendants have made false and defamatory statements about Logue, as
10 alleged in this Complaint and as seen in Exhibits 2 through 4, specifically stating that (i) “[Abbasi],
11 his wife [Logue], and sister Tuba Abbasi rip off multiple companies at the same time, never
12 actually delivering a product”; and (ii) “[Abbasi] lives in a \$300,000 home in Delaware with his
13 mom, sister and wife, drives an old beat up car, and funnels millions of dollars to Pakistan for who
14 knows what reasons.” These false and defamatory statements declare that Logue has defrauded
15 companies and imply that she funneled millions of dollars to Pakistan to fund terrorism.

16 60. The aforementioned defamatory statements are false.

17 61. Doe Defendants published the aforementioned defamatory statements on the
18 Second and Third Websites, which are available to the general public.

19 62. Doe Defendants' statements were made in bad faith and were made with knowledge
20 of the falsity of such statements or in reckless disregard for the truth when those statements were
21 made. Doe Defendants were reckless in making the statements because they were made without
22 consideration of the truth or investigation of the underlying circumstances.

23 63. As a direct and proximate result of Doe Defendants' conduct, Logue has suffered
24 and continues to sustain damages in an amount in excess of \$50,000, the full extent of damages to
25 be proven at trial.

26 64. Logue is informed and believes and thereon alleges that Doe Defendants' actions
27 were malicious, oppressive, and willful, and engaged in with conscious disregard for Logue, thus
28 justifying an award of punitive and exemplary damages.

1 65. If the Websites remain published and available to the public, Logue will continue to
2 suffer irrevocable and irreparable harm to her business and reputation. Thus, Logue seeks
3 injunctive relief to enjoin Doe Defendants’ publication of the false and defamatory statements on
4 the Websites.

5 **FOURTH CAUSE OF ACTION**

6 **FALSE LIGHT**

7 **(Plaintiff Logue against Doe Defendants 1 through 20)**

8 66. Plaintiffs reallege and incorporate herein by this reference each allegation contained
9 in this Complaint inclusive, as though fully set forth herein.

10 67. As alleged herein, Doe Defendants publicized false and defamatory statements
11 about Logue on the Second and Third Websites, which are available to the general public.

12 68. Doe Defendants’ false and defamatory statements placed Logue in a false light that
13 was highly offensive because Doe Defendants made statements to third parties in which they
14 alleged that Logue defrauded companies and implied that she funneled millions to Pakistan for
15 criminal purposes.

16 69. Doe Defendants’ statements were made in bad faith and were made with knowledge
17 of the falsity of such statements or in reckless disregard for the truth when those statements were
18 made and the false light in which Logue would be, and was ultimately, placed. Doe Defendants
19 were reckless in making the statements because they were made without consideration of the truth
20 or investigation of the underlying circumstances.

21 70. As a direct and proximate result of Doe Defendants’ conduct, Logue has suffered
22 mental and emotional distress and has suffered and continues to sustain damages in an amount in
23 excess of \$50,000, the full extent of damages to be proven at trial.

24 71. Logue is informed and believes and thereon alleges that Doe Defendants’ actions
25 were malicious, oppressive, and willful, and engaged in with conscious disregard for Logue, thus
26 justifying an award of punitive and exemplary damages.

27 **FIFTH CAUSE OF ACTION**

28 **FAILURE TO PAY WAGES**

(Plaintiff Abbasi against all Defendants)

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2 72. Abbasi realleges and incorporates herein by this reference each allegation contained
3 in this Complaint inclusive, as through fully set forth herein.

4 73. Abbasi worked for Defendants for eleven months, from March 2019 through
5 January 2020, and was promised a base salary of \$150,000 per year in addition to other
6 compensation. Abbasi was not paid at all for four pay periods: December 9, 2019 to December 22,
7 2019, December 23, 2019 to January 05, 2020, January 6, 2020 to January 19, 2020, and January
8 20, 2020 to January 27, 2020. Abbasi is owed \$5,769.23, for each of the first three pay periods, and
9 \$2,884.62, for the final pay period. As of the date of his resignation, Abbasi's unpaid wages totaled
10 at least \$20,192.31.

11 74. Abbasi was promised, in addition to his salary, an annual bonus of 30% of his
12 annual salary, plus a signing bonus of \$15,000. Abbasi has not, to date, received his signing bonus

13 75. Pursuant to NRS Section 608.060, an employer must pay wages semi-monthly. All
14 wages or compensation earned and unpaid before the first day of any month is due not later than
15 8:00 a.m. on the fifteenth of the month following the time in which the wages or compensation is
16 earned. All wages or compensation earned and unpaid before the sixteenth day of any month is due
17 not later than 8 a.m. on the last day of the same month.

18 76. Pursuant to NRS Section 608.080, an employer must establish and maintain regular
19 paydays. The employer must post and maintain posted notices, printed in plain type or written in
20 plain script, in at least two conspicuous places where such notices can be seen by the employees,
21 setting forth the regular paydays

22 77. Further, pursuant to NRS Section 608.195, any person who violates any provision
23 of NRS Section 608.005 or any regulation adopted pursuant thereto, is guilty of a misdemeanor. In
24 addition to any other remedy or penalty, the Labor Commissioner may impose against the person an
25 administrative penalty of not more than \$5,000 for each such violation.

26 78. During the relevant time period, Defendants, in violation of statutory law, failed to
27 pay Abbasi the salary wages he earned for work performed. Abbasi seeks recovery of the past due
28 wages owed, in addition to available penalties and interest. Abbasi also seeks recovery of all

1 attorneys' fees and costs incurred in seeking to enforce his rights through this Complaint, as
2 permitted and authorized by statute.

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO PAY TIMELY WAGES UPON TERMINATION**

5 **(Plaintiff Abbasi against all Defendants)**

6 79. Abbasi realleges and incorporates herein by this reference each allegation contained
7 in this Complaint inclusive, as through fully set forth herein.

8 80. Plaintiff Abbasi resigned his position at Tryp on January 27, 2020, more than thirty
9 days before he filed the instant lawsuit. To date, Abbasi has not received the wages Defendants
10 owe him for work performed.

11 81. Pursuant to NRS Section 608.030, if an employee quits or resigns, the employer
12 must pay the employee all wages and compensation earned and unpaid at the time of the
13 employee's resignation no later than either the next regular payroll date or seven days after the
14 employee resigns or quits, whichever is earlier.

15 82. Additionally, pursuant to NRS Section 608.040, if an employer fails to pay wages
16 and compensation owed to a quitting employee by the statutory deadline, the wages and
17 compensation continues to accrue at the same rate from the day the employee resigned until paid, or
18 for 30 days, whichever is less.

19 83. Abbasi thus seeks recovery of at least \$17,307.69 in statutory damages and
20 penalties available under the law due to Defendants' failure to pay timely wages upon his
21 resignation.

22 **SEVENTH CAUSE OF ACTION**

23 **BREACH OF CONTRACT**

24 **(Plaintiff Abbasi against all Defendants)**

25 84. Abbasi realleges and incorporates herein by this reference each allegation contained
26 in this Complaint inclusive, as through fully set forth herein.

27 85. Abbasi's Employment Agreement with Tryp provided that the company was to
28 reimburse him for all reasonable business expenses he incurred. Specifically, the Employment

1 Agreement at Section 2(c) provides that Defendants shall reimburse Abbasi for “all reasonable
2 business expenses incurred by Employee [Abbasi] in connection with the performance of
3 Employee’s duties on behalf of Employer.”

4 86. Throughout his employment, Defendants instructed Abbasi to incur expenses in
5 connection with his role as Tryp’s CTO. Defendants advised Abbasi to submit his expense reports
6 and confirmed they would reimburse him for the costs incurred.

7 87. In reliance on Defendants’ promises and the representations in his Employment
8 Agreement, Abbasi incurred numerous expenses in connection with carrying out his job duties and
9 responsibilities as Tryp’s CTO.

10 88. Abbasi relied on Defendants’ representations and promises, including as set forth in
11 the Employment Agreement, regarding expense reimbursements before incurring such expenses.
12 Pursuant to their agreement, Abbasi also submitted reimbursement requests to Tryp and followed
13 up on those requests by email, text, and in person.

14 89. For example, on December 26, Abbasi texted with Jeff Aaronson (“Aaronson”) and
15 informed him that he had submitted an expense report for reimbursement. Aaronson told Abbasi
16 that he would be reimbursed “as soon as [Defendants] receive wire.” Abbasi then reminded
17 Aaronson that Defendants owed him approximately \$28,249.72 (as of that date), including \$13,000
18 for payments made to service providers. Aaronson informed Abbasi that Defendants would “start
19 knocking that back” – meaning Defendants would start paying out the money that was owed.

20 90. On December 28, 2020, Abbasi informed Aaronson again that he had to pay two of
21 Tryp’s outstanding bills to a service provider, MongoDB, and needed to update the expense report
22 to reflect this. Aaronson responded that “Bob spoke to an investor on Friday. He was given verbal
23 assurance that money would be on its way to us Monday. If we get it early enough for us to turn it
24 around we will reimburse you on Monday. If it comes in after deadlines we will reimburse you next
25 day.”

26 91. Defendants repeatedly told Abbasi that money would be coming soon, and that he
27 would be reimbursed.

28

1 92. Additionally, Abbasi's Employment Agreement with Defendants provided for a
2 signing bonus and regular payments of his annual salary on established pay dates as alleged herein
3 above. Here again, Defendants breached their contractual obligation by failing to pay Abbasi's
4 salary compensation and signing bonus as the Employment Agreement required.

5 93. Abbasi performed all terms, conditions, covenants, and promises required under the
6 Employment Agreement. Abbasi submitted reimbursement requests, as required by Defendants,
7 and Defendants were aware of the reimbursement owed to Abbasi. Abbasi also performed the work
8 required to earn his salary compensation and also earned the signing bonus.

9 94. Defendants, and each of them, have failed and refused, and continue to fail and
10 refuse, to pay Abbasi's full salary wages due, to pay Abbasi's signing bonus due, and to reimburse
11 Abbasi for business expenses incurred in connection with performing of his duties on Defendants'
12 behalf.

13 95. As a result of Defendants' breach of the Employment Agreement and related verbal
14 agreements, Abbasi suffered losses of at least \$77,529.48, plus interest at the legal rate, in a sum
15 according to proof at trial. As a further result of Defendants' breach of the Employment
16 Agreement, Abbasi incurred attorneys' fees and costs to pursue legal remedies through this action.
17 Abbasi is entitled to recover all damages, reasonable attorneys' fees, and costs incurred, including
18 interest thereon, as a result of Defendants' breach of the Employment Agreement.

19 **EIGHTH CAUSE OF ACTION**

20 **CONSTRUCTIVE DISCHARGE**

21 **(Plaintiff Abbasi against all Defendants)**

22 96. Abbasi realleges and incorporates herein by this reference each allegation contained
23 in this Complaint inclusive, as through fully set forth herein.

24 97. During January 2020, Abbasi resigned his position as CTO of Tryp. Abbasi's
25 resignation was induced by Defendants' actions and working conditions at Tryp that were so
26 intolerable they amounted to a termination. Among other things, Defendants retaliated against
27 Abbasi for his complaining about Tryp's financial and technological issues and pitfalls, including
28 actions that Abbasi believed violated ethical, fiduciary, and legal obligations. Defendants

1 threatened Abbasi, refused to pay him wages due, and refused to pay vendors who worked with
2 Defendants due to Abbasi's reputation and recommendation. Defendants' actions and failure to
3 take action created an intolerable work environment.

4 98. A reasonable employee forced to work in Abbasi's position, would objectively find
5 the circumstances difficult and work conditions so unpleasant that the employee would feel
6 compelled to resign. Abbasi felt so compelled and in fact resigned after experiencing these
7 intolerable work conditions.

8 99. Defendants had actual or constructive knowledge that their actions and failures to
9 act created an intolerable work environment and the impact such environment had on Abbasi.
10 Defendants could have remedied the work environment yet failed to do so.

11 100. As a direct and proximate result of Defendants' constructive discharge of Abbasi's
12 employment, Abbasi sustained damages including but not limited to past and future lost wages,
13 bonuses, and work/income opportunities. Abbasi has further incurred attorneys' fees and costs in
14 pursuing this Complaint to seek remedial measures.

15 101. As a further direct and proximate result of Defendants' constructive discharge of
16 Abbasi's employment, Abbasi also suffered stress, emotional distress, anxiety, frustration, and
17 inconvenience as a result of the unlawful constructive discharge of his employment. Abbasi is
18 therefore entitled to past and future special and general damages, reasonable attorneys' fees, and
19 costs.

20 102. Abbasi is informed and believes and thereon alleges that Defendants' actions
21 were malicious, oppressive, and willful, and engaged in with conscious disregard for Abbasi, thus
22 justifying an award of punitive and exemplary damages.

23 **NINTH CAUSE OF ACTION**

24 **DECLARATORY RELIEF**

25 **(Plaintiffs Abbasi Against All Defendants)**

26 103. Plaintiffs reallege and incorporate herein by this reference, each allegation
27 contained in this Complaint inclusive, as through fully set forth herein.
28

1 104. A justifiable controversy exists between Abbasi and Defendants regarding their
2 respective rights and obligations, under the law as well as under the Employment Agreement.

3 105. Throughout the Complaint, Plaintiffs asserts claims of legally protectable rights.

4 106. All issues arising from this Complaint's allegations are ripe for judicial
5 determination. Accordingly, Abbasi respectfully requests the Court declare the following:

- 6 a. that Defendants breached the contractual obligations owed to Abbasi;
- 7 b. that Defendants are required to pay the full amount of salary wages, signing
8 bonus, and expense reimbursements owed to Abbasi under the Employment
9 Agreement's terms;
- 10 c. that Defendants caused Abbasi to work in an intolerable work environment
11 that a reasonable employee would not be expected to tolerate;
- 12 d. that Defendants constructively terminated Abbasi from his employment with
13 Tryp;
- 14 e. that Abbasi is entitled to his attorneys' fees and costs as a result of bringing
15 the instant action.

16
17 107. As a direct and foreseeable result of Defendants' actions as alleged herein, Plaintiffs
18 have been forced to retain the services of legal counsel to prosecute this action and accordingly,
19 sustained economic damages.

20
21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs Abbasi and Logue each pray for judgment against Defendants, and each
23 of them, as follows:


- 24 1. For general, special, and compensatory damages in an amount in excess of \$50,000
25 according to proof;
- 26 2. For declaratory and injunctive relief as described herein;
- 27 3. For general damages in an amount in excess of \$50,000 according to proof;
- 28 4. For all penalties available under the law;

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- 5. For punitive and exemplary damages in an amount according to proof;
- 6. For reasonable attorneys' fees and costs incurred herein;
- 7. For pre-judgment and post-judgment interest;
- 8. For a preliminary and permanent injunction enjoining the continued publication of the Websites;
- 9. For Defendants to turn over control of the Websites, including the domain names, to Plaintiff to stop Defendants from recirculating or repurposing the false and defamatory content.; and
- 10. For such other relief and further relief as the Court deems just and proper.

Dated: March 31, 2020

KAEDIAN, LLP

By: 
NANNINA L. ANGIONI, ESQ.
Nevada Bar No. 11041
*Attorneys for Plaintiffs,
Taha Abbasi and Nichelle Logue*