

PARTIES, JURISDICTION, AND VENUE

2.

Plaintiff TRG is a Georgia domestic limited liability company with its principal office in Fulton County, Georgia. Plaintiff submits itself to the jurisdiction of this Court.

3.

Defendant Peach Radiology, LLC is a Georgia domestic limited liability company, with its principal office in Cobb County at 3010 Eglantine Court, Marietta, Georgia 30062. Peach may be served through its registered agent, United States Corporation Agents Inc, 11175 Cicero Drive, Suite 100, Alpharetta, GA 30022, and is subject to this Court's jurisdiction based on its domicile in Georgia.

4.

Defendant Pushpesh Bhargava is an individual residing at 237 Webney Drive, Marietta, Cobb County, Georgia, 30068, where he may be served with a summons and this Complaint. He is subject to this Court's jurisdiction by reason of his domicile in Cobb County, Georgia.

5.

Defendant Vikas Verma is an individual residing at 115 Wilderbluff Court, Sandy Springs, Fulton County, Georgia, 30328, where he may be served with a summons and this Complaint. He is subject to this Court's jurisdiction by reason of his domicile in Fulton County, Georgia.

6.

Defendant Jayant Bhandari is a citizen of India. He may be served with process, pursuant to the terms of the Hague Convention of 15 November 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, at his place of business,

Univabs, Suite no 4 & 5, PNP Block New Software Tech Parks of India Nehru Nagar(East), TI Mall road Bhilai, CG - 490020. He is subject to this Court's jurisdiction pursuant to O.C.G.A. § 9-10-91 and other applicable law, by reason of having committed tortious acts, caused tortious injuries, or transacted business in the state, or some combination thereof, all as alleged in more detail herein.

7.

Defendant Rahul Bhandari is a citizen of India. He may be served with process, pursuant to the terms of the Hague Convention of 15 November 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, at his place of business, Univabs, Suite no 4 & 5, PNP Block New Software Tech Parks of India Nehru Nagar(East), TI Mall road Bhilai, CG - 490020. He is subject to this Court's jurisdiction pursuant to O.C.G.A. § 9-10-91 and other applicable law, by reason of having committed tortious acts, caused tortious injuries, or transacted business in the state, or some combination thereof, all as alleged in more detail herein.

8.

Defendant William Zinn is an individual residing at 3740 South Ocean Boulevard, #504, Highland Beach, Florida 33487, where he may be served with a summons and this Complaint. He is subject to this Court's jurisdiction pursuant to O.C.G.A. § 9-10-91 and other applicable law, by reason of having committed tortious acts, caused tortious injuries, and/or transacted business in the state, or some combination thereof, all as alleged in more detail herein.

9.

Venue is proper in this Court pursuant to Ga. Const. Art. 6, § 2, ¶¶ IV & VI, O.C.G.A. § 9-10-93, and other applicable law, because Defendants Bhargava and Peach Radiology both reside in Cobb County, and the remaining defendants are all either joint tortfeasors or otherwise subject to venue in this Court.

FACTUAL BACKGROUND

The Parties and Their Prior Relationships

10.

Plaintiff TRG is a privately-held, Atlanta-based teleradiology provider that delivers diagnostic imaging services to medical facilities.

11.

The current principals of TRG are Drs. Anand Lalaji and Tejal Lalaji, who are a married couple. They are residents of Fulton County, Georgia.

12.

From November 1, 2011 to November 30, 2020, Defendant Verma was also an owner of TRG. Mr. Verma held ownership interests through a business entity, V.R.P. Investments LLC, and acted through that time as the company's Manager. As Manager, Mr. Verma owed fiduciary duties to TRG.

13.

On or about November 30, 2020, Verma and V.R.P Investments LLC entered into a Purchase and Release Agreement, a copy of which is attached as **Exhibit A** (the "Purchase and Release Agreement"). Under the terms of the Purchase and Release Agreement, V.R.P. Investments LLC sold all of its membership interests in TRG to Dr. A Lalaji and Dr. T

Lalaji, ceasing to be an owner or Member of TRG, and Verma's position as Manager of TRG terminated.

14.

Under Section 2.7 of the Agreement, Defendant Verma (as a "Principal" of a Seller, as those terms were defined therein) agreed not to compete with TRG, whether directly or indirectly, by either investing in a radiology firm or practice similar to TRG or having an interest in any entity that engaged in such business, anywhere in the United States, for a period of five years (the "Verma Non-Compete"):

2.7 Agreement Not to Compete. For a period of sixty (60) months commencing with the Closing Date (the "Restricted Period"), each Seller and Principal agrees (severally and not jointly) that he or it shall not, and shall not permit any of its affiliates to, directly or indirectly: (i) invest in a radiology firm or practice similar to the business of The Radiology Group, LLC ("Restricted Business") in the United States or the United Kingdom ("Territory"), but specifically excluding Univabs; or (ii) have an interest in any entity that engages, directly or indirectly, in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee, consultant or similar capacity;. Notwithstanding the foregoing, (i) each Seller or Principal may own, directly or indirectly, solely as an investment, equity securities of any entity traded on any national securities exchange if such Seller or Principal is not a controlling person of, or a member of a group which controls, such entity and does not, directly or indirectly own 3% or more of any class of equity securities of such entity.

15.

Defendant Bhargava is a former employee of TRG, having become employed there in or about 2016 as WIG Manager and later receiving promotions to Director of Compliance and then Senior Director BIM, in which position he served until his resignation on or about April 24, 2023.

16.

Defendant Bhargava is a citizen of India and not a United States citizen. During his employment with TRG, TRG sponsored his immigration under an H-1B visa. He resided in the greater Atlanta, Georgia metropolitan area throughout that time.

17.

When Defendant Bhargava resigned his employment with TRG, he went to work for Defendant Verma through a business entity that Verma owns and manages, V&S Holdings, LLC, a Georgia limited liability company formed in 2008 (“V&S Holdings”).

18.

Just over one month after he resigned from TRG, Defendant Bhargava officially formed Defendant Peach Radiology by filing the Articles of Organization of Peach Radiology with the Georgia Secretary of State on May 26, 2023.

19.

At the time he filed the Articles of Organization of Peach Radiology as its Organizer, Defendant Bhargava was working for Defendant Verma through V&S Holdings.

20.

Defendant Verma is also an owner of a company based in India called Univabs Solutions Pvt. Ltd. (“Univabs”). Univabs is a teleradiology service provider, much like TRG, but in addition to providing direct teleradiology services, Univabs also provides technology services for other radiology companies, specifically a PACS (Picture Archiving and Communication System), which is a digital system designed for storing, retrieving, and distributing medical images, reports, and related data.

21.

Verma’s association and work with Univabs were expressly excepted from the Verma Non-Compete entered into in relation to the sale of his interest in TRG. That was the only such exception.

22.

Univabs provided teleradiology support services to TRG for many years, including pre-reading and templating.

23.

Defendants Jayant Bahndari and Rahul Bahndari are brothers, the nephews of Defendant Verma, and partners, with Verma, in Univabs.

24.

Univabs presently provides teleradiology support services to Peach Radiology and, on information and belief, has done so since Peach Radiology began its operations.

25.

Defendant Zinn is a radiologist who previously provided radiology services through TRG pursuant to the terms of an Independent Contractor Agreement for Services entered into on July 25, 2015, a copy of which is attached as **Exhibit B** (the “Zinn Contractor Agreement”). Defendant Zinn provided contract radiology services to TRG from the time he entered into the Zinn Contractor Agreement in 2015 until he terminated it in or about early 2025.

26.

Defendant Zinn agreed, under the Zinn Contractor Agreement, that for two years after that agreement’s termination, he would not interfere with TRG’s business any manner (the “Zinn Non-Interference Provision”):

11. Non-solicitation

For a period of twenty-four (24) months immediately following termination (voluntary or otherwise) of this Agreement, Contractor shall not interfere with the business of TRG in any manner, including, without limitation, (i) by inducing an employee or associate to leave TRG, or (ii) by inducing a client, customer, patient, consultant, vendor, supplier, or other independent contractor to sever that person's relationship with TRG, or (iii) disrupting TRG's relationships with its patients, clients, consultants, agents, representatives or vendors or otherwise, or (iv) by assuming a position as an employee or consultant of any current or active prospective client of TRG to provide the same services as Contractor provided for TRG.

27.

Defendant Zinn presently provides teleradiology services for Peach Radiology and, on information and belief, presently serves as its Medical Director. As of September 2025, Defendant Zinn represented that he began working with Peach Radiology ten years ago.

Defendant Bhargava's Position of Trust and Confidence with TRG

28.

As a Director of Compliance and, later, Senior Director BIM, Defendant Bhargava held a position of trust and confidence with TRG.

29.

Bhargava's primary duties included ensuring that the company was in compliance with all applicable laws, rules and regulations, including but not limited to evaluating and approving radiologists both in the U.S. and in India, approving templates, updating and disseminating employee policies, and ensuring ongoing compliance throughout the company.

30.

TRG entrusted Bhargava with its business affairs and confidential information.

31.

Bhargava was responsible and had oversight for all aspects of TRG's critical compliance efforts and initiatives. As a medical practice subject to exacting and specific regulations, Bhargava held a position of high importance and TRG empowered him to ensure that compliance measures were appropriate and that all personnel were aware of and in compliance with them.

32.

Bhargava had authority to enter into binding agreements with third parties on behalf of TRG, such as sales contracts.

33.

Bhargava was responsible for updating and disseminating to all employees the TRG Employee Handbook, which included its policies restricting use and disclosure of the Company's confidential information.

34.

The confidentiality policy contained in the Employee Handbook that Bhargava had responsibility for developing and disseminating to all employees in January 2021 very clearly prohibited use and disclosure of the Company's confidential information outside of the Company's business and operations:

Confidentiality

During the course of your employment, you may have access to information of a highly sensitive and confidential nature, including, of course, medical records and information.

Confidential information comes in many forms, including but not limited to company records; trade secrets; business secrets; client files and information (including personal information about clients); medical information and records; computer files; vendor/supplier information; development plans; business information about products, concepts, processes, services, drawings, and know-how; client lists (written and unwritten); secret inventions; discoveries; technological data; estimating procedures; proprietary software; results of research and development; marketing research; accounting records or reports, cost figures, client fees or payments, and pricing information; business plans and strategies; pending projects and proposals; and other types of related company information.

You may not disclose, duplicate, or use confidential information, except as required in the performance of your duties with The Radiology Group.

**The foundation of any
relationship is trust.**

If you come into contact with confidential information (relating to employees,* clients, patients, the company, or others), you hold a special position of trust and confidence toward this data. This includes managers and employees with access to internal business records (including payroll and personnel records) pertaining to other employees. Failure to maintain the confidentiality of information is a serious violation of company policy and, in some cases, of HIPAA laws. Unauthorized use or disclosure, even if inadvertent, compromises both you and our company and can seriously erode the public confidence we work hard to maintain. For this reason, a breach of confidentiality can lead to disciplinary action, up to and including termination and/or possible legal action. **Point is: This is serious business.**

You are required to abide by this policy at all times while working for The Radiology Group and after separation.

35.

All employees were required to sign an acknowledgement of the Employee Handbook, which acknowledgement stated:

5. I have read the handbook or have had it read to me, and I agree to abide by each and every policy and requirement. If a hard copy was provided to me, I agree to keep it for future reference. If the handbook has been posted electronically, I have access to it.

36.

Bhargava was not simply a regular employee subject to the Confidentiality Policy; instead, he was responsible for ensuring everyone complied with it and that all employees returned a signed acknowledgement. Bhargava signed a handbook acknowledgement as part of that process.

37.

Bhargava therefore agreed to abide by the terms of the Handbook's Confidentiality policy in consideration for his ongoing employment. TRG therefore entrusted Bhargava with its confidential information and documents.

38.

Because of its high level of trust and confidence in its confidential relationship with Bhargava, TRG sponsored Bhargava for an H-1B visa.

39.

As a condition of its sponsorship of Bhargava, TRG expected him to be loyal to TRG during the term of the sponsorship, consistent with the applicable immigration laws.

40.

As explained in more detail below, Bhargava was disloyal to TRG during his employment and violated its trust by, among other things, sharing confidential information outside of the company with those in a position to harm TRG's interests and engaging in direct competition through the initial establishment of Peach Radiology.

41.

An H-1B visa holder is required to comply with the strict requirements under which the visa was issued, which includes working in the capacity and position represented on the application.

42.

Engaging in acts of disloyalty to an H-1B visa sponsor, such as by working in a different capacity for a different employer and/or otherwise in competition with the sponsor, is considered a violation of an H-1B visa and grounds for deportation proceedings.

43.

On information and belief, Bhargava was working for and/or on the business that eventually became Peach Radiology, either independently or under the guidance and direction of Defendants Verma (such as through V&S Holdings), J. Bhandari and/or R. Bhandari, during the time that he was employed by TRG and under its sponsorship. In so doing, his work was contrary to TRG's interests and competitive with TRG, which not only constitutes a breach of his fiduciary duties but also a violation of the terms of his visa.

44.

Bhargava engaged in unauthorized employment by performing services for or on behalf of the company that eventually became Peach Radiology while employed by TRG, which is an H-1B visa violation and subjects him to possible deportation through Immigration and Customs Enforcement proceedings.

45.

On information and belief, Bhargava's violations of immigration laws are not limited to his disloyalty and breaches of fiduciary duties as outlined above, but he also may have knowingly made false statements, concealed facts, and/or used fraudulent documents in relation to his immigration application(s). Bhargava's conduct as alleged herein is in violation of applicable laws including but not limited to 18 U.S.C. § 1324c, 1546, and 1001, and 20 C.F.R. § 655.805, with possible penalties to include fines depending on the infraction but up to \$59,028, imprisonment for up to 5 or 10-25 years, disbarment from H-1B petitions for a period of time, and/or deportation.

46.

On information and belief, Bhargava did not have any significant investments or other sources of capital at the time he left TRG. He therefore had to have outside sources of funding in relation to his establishment of Peach Radiology. On information and belief, that source is Verma.

Defendants' Unlawful Actions in Conceiving, Organizing, and Operating Peach Radiology, a TRG Competitor

47.

All of the individual Defendants – Verma, Bhargava, J. Bhandari, R. Bhandari, and Zinn – are involved in some way in the operation of Peach Radiology.

48.

Some or all of the Defendants initiated a plan to open a teleradiology business competitive with TRG that dates back at least several years.

49.

In April 2022, Verma, J. Bhandari and R. Bhandari exchanged a detailed email discussing the fact that TRG was Univabs' only client at that time and plotting ideas that might lead to opening a new teleradiology business. Any such new teleradiology business based in the US would be competitive with TRG.

50.

In their 2022 email exchange, the Bhandaris and Verma specifically discussed involving Bhargava in a future business proposition.

51.

In their 2022 email exchange, the Bhandaris and Verma also specifically discussed the potential of hiring another physician who was already affiliated with TRG, Dr. Amit Sanghi.

52.

On information and belief, following that email exchange, Verma and the Bhandaris continued discussions about starting a new teleradiology company based in the United States. They did so knowing and despite the fact that doing so would be a violation of the Verma Non-Compete.

53.

Verma and/or one or both of the Bhandaris identified Bhargava as a person who could help them start a new teleradiology company based in the United States.

54.

Verma had previously worked with Bhargava at TRG and remained in contact with Bhargava after Verma sold his interest in and ceased being a Manager of TRG.

55.

On information and belief, following that email exchange, Verma approached Bhargava about his plan to start a US-based teleradiology company and invited Bhargava to be the face of it. The purpose of involving Bhargava was to provide cover for Verma's involvement in an attempt to work around the obligations of the Verma Non-Compete.

56.

Bhargava became and is the face of what is now Peach Radiology.

57.

Before resigning his employment with TRG, Bhargava emailed certain TRG documents and information to himself, including lists of radiologists who provide services for TRG, commissions calculation formulas and spreadsheets, templates for contracts, and other documents used in its operations. Much or all of that information was confidential.

58.

Bhargava took TRG information so that he could use it to start Peach Radiology.

59.

Bhargava could not have started Peach Radiology without a source of capital.

60.

Despite being asked to do so under oath in other litigation, Bhargava has not identified who the owners of Peach Radiology are. He also has not disclosed the source of any funds used to start the business and fund its operations.

61.

On information and belief, a primary source of capital behind Peach Radiology is Defendant Verma or an entity controlled by him, and Bhargava's refusal to disclose the ownership of Peach Radiology or its sources of funding is a deliberate attempt to cover for Verma's involvement and his breaches of the Verma Non-Compete.

62.

Defendant Verma has provided financial support to Bhargava in other ways, and as a result, Bhargava is beholden to Verma and believes it is his duty to do Verma's bidding, no matter whether he believes it is a good or the right thing to do or not.

63.

Bhargava's sense of obligation to Verma is heightened because, in their Indian culture, more junior people are expected to support and obey their elders.

64.

At the time Bhargava resigned his employment with TRG, he knew that he was going to start Peach Radiology as a competitor of TRG's. His plan to do so involved and/or was at the direction of Verma.

65.

Bhargava abused his position of trust and confidence with TRG by stealing TRG's confidential information with intent to use it to open a competing teleradiology business.

66.

Bhargava shared the confidential information that he stole from TRG with Verma and the Bhandaris in relation to their joint plan to start a competing teleradiology business.

67.

In the months prior to his resignation from TRG, Verma made Bhargava a written offer of employment to work for V&S Holdings that included a base salary of \$110,000 plus a \$20,000 bonus and potential for additional profit sharing in the future.

68.

On April 15, 2023, just nine days prior to Bhargava's submission of his notice of resignation from TRG, Mr. Jay Bhandari sent Bhargava a text message asking Bhargava to save a number of TRG documents "on a pen drive or something similar" a copy of which is attached as **Exhibit C**. The documents J. Bhandari requested included records of approval of invoices by Dr. A. Lalaji for a stated time period and multiple agreements between TRG and other companies. J. Bhandari further stated "If you feel that downloading is too risky you can take a pic from your phone camera" or that he could "note down the salient features of the contract."

69.

Bhargava was not authorized to take the information that he took from TRG prior to his departure.

70.

J. Bhandari knew, at the time he requested that Bhargava take copies of the documents referenced in his April 15, 2023 text message, that Bhargava was not authorized to take that information, as evidenced by his statement that downloading may be “too risky.”

71.

Bhargava responded questioning why the information J. Bhandari was needed relative to their “long term goals.” He further stated, “These guys are watching everything like a hawk eye and I can not risk starting another litigation.”

72.

In response, J. Bhandari told Bhargava that they should discuss the matter further (“let’s talk”).

73.

On April 23, 2023, Bhargava informed J. Bhandari that he was “[o]fficially starting with you guys tomorrow.”

74.

In fact, Bhargava submitted a notice of resignation on April 24, 2023, stating that would be his last day.

75.

Bhargava immediately became employed by Verma, through V&S Holdings, after he left TRG.

76.

Bhargava worked for V&S Holdings for approximately one year.

77.

Within the first month of Bhargava's one-year employment with V&S Holdings, he filed the Articles of Organization of Peach Radiology.

78.

Bhargava was employed by V&S Holdings for the purposes of developing business, with a job title Chief Growth Officer.

79.

Verma, Bhargava, and the Bhandaris used Bhargava's employment with V&S Holdings as a cover for the startup of Peach Radiology.

80.

Bhargava worked on starting Peach Radiology while on the V&S Holdings payroll so that he would have an income until the business could officially open.

81.

Bhargava has testified under oath that his work for V&S was not particularly successful.

82.

Peach Radiology opened for business in or about 2024. At around that same time, Bhargava separated from employment with V&S Holdings.

83.

On information and belief, Verma is an investor in and/or owner of Peach Radiology or otherwise has some financial stake in it.

84.

On information and belief each of J. Bhandari and R. Bhandari is an investor in and/or owner of Peach Radiology or otherwise has some financial stake in it.

85.

Peach Radiology purchases teleradiology services from Univabs.

86.

Upon beginning operations, Peach Radiology hired multiple radiologists who were at some point affiliated with TRG. Peach Radiology has also hired other people who were formerly associated with TRG, as employees or contractors.

87.

Peach Radiology hired Defendant Zinn to provide radiology services. Defendant Zinn at some point became Peach Radiology's Medical Director.

88.

Peach Radiology has taken multiple customers from TRG. These include but are not limited Pinnacle Radiology Associates of Arizona, among others.

89.

Peach Radiology used TRG confidential information to launch its operations much more quickly than it could have done so from scratch.

90.

Zinn's service for Peach Radiology constitutes interference with TRG's business and is therefore a breach of contract under the Zinn Non-Interference Provision of the Zinn Contractor Agreement.

COUNT I
BREACH OF FIDUCIARY DUTY/DUTY OF LOYALTY
(Against Defendant Pushpesh Bhargava)

91.

Plaintiff incorporates and re-alleges the above allegations as if fully set forth herein.

92.

Defendant Bhargava was entrusted with significant authority and confidence while employed by Plaintiff and was provided access to Plaintiff's sensitive information and documents.

93.

The sensitive information and documents to which Bhargava had access as a result of his position of confidence include but are not limited to proprietary business processes, confidential customer lists and contacts, confidential provider lists and contacts, financial information, and information about contracts with customers and vendors, among other things.

94.

As an employee in a position of trust, confidence, and responsibility, Bhargava owed Plaintiff fiduciary duties, including duties of loyalty, confidentiality, and good faith.

95.

Bhargava breached these duties when, without Plaintiff's authority or consent, he took Plaintiff's confidential documents and information and disclosed them to third parties with intent to compete with and harm TRG's business.

96.

Bhargava also breached his fiduciary duties to Plaintiff when, without Plaintiff's authority or consent, he began competing with TRG while still employed, by, among other things,

establishing a competing company, Peach Radiology, in concert with multiple co-defendants, including Verma and both of the Bhandaris.

97.

Plaintiff has suffered harm and incurred damages as a direct and proximate cause of Bhargava's breaches and is entitled to all remedies under applicable law including compensatory damages, lost profits, and the value of the property taken.

98.

Bhargava's conduct in breaching his fiduciary duties to TRG was willful, malicious and fraudulent, thereby entitling Plaintiff to exemplary and/or punitive damages to be proven at trial.

COUNT II
VIOLATION OF THE GEORGIA COMPUTER SYSTEMS PROTECTION ACT
(Against Defendant Pushpesh Bhargava)

99.

Plaintiff incorporates and re-alleges the above allegations as if fully set forth herein.

100.

During his employment with TRG, Bhargava accessed TRG information and documents and sent them outside of the TRG network without authorization. This included sending documents and information to himself at his personal email address as well as, on information and belief, to third parties.

101.

Bhargava used a TRG computer or computer network with knowledge that such use was without authority and with the intention of (a) taking or appropriating TRG's property, (b) obtaining TRG's property by any deceitful means or artful practice, and/or (c) converting TRG's property to his use in violation of his obligations to keep TRG's proprietary business information confidential, and is therefore guilty of computer theft under the GCSPA.

102.

Bhargava's computer theft includes his conduct in obtaining and sharing certain physician lists, customer lists and information, templates, and other proprietary documents from TRG's systems and sending them to himself at his personal email in the weeks and months leading up to his resignation.

103.

On information and belief, Bhargava also stole data from TRG's financial systems and copies of certain of its contracts with third parties, among other things, all so that they could be used to the detriment of TRG, including to start a competing teleradiology company or otherwise against TRG's interests.

104.

Bhargava engaged in the computer theft described herein with the intent and plan to benefit a competing teleradiology business and/or to harm TRG's interests.

105.

Bhargava engaged in the computer theft described herein in concert with Defendants Verma, J. Bhandari, and/or R. Bhandari.

106.

On information and belief, Bhargava committed other acts of computer theft beyond those set forth in this Complaint, to be identified through discovery.

107.

Bhargava's acts of computer theft damaged TRG, with the monetary value of those damages to be determined at trial.

108.

Under the GCSPA, TRG is entitled to recover from Bhargava its damages stemming from his computer theft, along with the costs of the suit.

109.

TRG did not discover Bhargava's computer theft as alleged herein until in or about early 2025, when it obtained certain information in discovery in an arbitration proceeding to which it was a party.

110.

TRG believes that the computer theft discovered so far is just the tip of the iceberg.

COUNT III
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS
(Against Verma, J. Bhandari, R. Bhandari, and Peach Radiology)

111.

Plaintiff incorporates and re-alleges the above allegations as if fully set forth herein.

112.

Defendants Verma, J. Bhandari, R. Bhandari and Peach Radiology, each individually and acting in concert, acted improperly and without privilege, purposely and with intent to injure, when they induced third parties not to enter into or continue business relationships with TRG.

113.

Defendants Verma, J. Bhandari and R. Bhandari induced Bhargava to take, disclose to them, and use TRG's confidential and proprietary information and processes, and for him not to continue his business relationship with TRG, with the specific purpose of starting a competing teleradiology business in the United States, to wit, Peach Radiology.

114.

Defendant Peach Radiology, as well as, on information and belief, Verma, J. Bhandari and R. Bhandari, induced one or more customers of TRG to discontinue doing business with TRG.

115.

Defendant Peach Radiology, as well as, on information and belief, Verma, J. Bhandari and R. Bhandari, induced one or more employees and/or contractors of TRG to discontinue their relationships with TRG or to reduce their availability to TRG, including but not limited to Dr. Zinn, Dr. Amit Sanghi, Dr. Nathaniel Hagler, and Kaitlin Butcher, among others.

116.

Defendants Peach Radiology, as well as, on information and belief, Verma, J. Bhandari and R. Bhandari, used TRG's confidential information, wrongfully disclosed to them in violation of TRG's confidentiality policies and in conjunction with their tortious interference with Bhargava's relationship with TRG, to recruit and solicit TRG's employees and contractors and to solicit TRG's customers to terminate or reduce their relationships with TRG.

117.

As a direct and proximate result of the Defendants' tortious interference with business relations as set forth hereinabove, TRG has suffered and continues to suffer damages, including but not limited to financial injury.

118.

The Defendants' tortious interference with business relations as set forth hereinabove was willful and malicious, and undertaken with intent to injure TRG.

COUNT IV
BREACH OF CONTRACT
(Against Vikas Verma)

119.

Plaintiff incorporates and re-alleges the above allegations as if fully set forth herein.

120.

Mr. Verma entered into a contract with TRG containing the Verma Non-Compete, which prohibited him from directly or indirectly investing in a radiology firm or practice similar to TRG anywhere in the US or UK or having any interest in an entity that engages, directly or indirectly, in teleradiology practice in that Territory, for a period five years. (*See Exhibit A.*)

121.

Verma has breached the Verma Non-Compete by investing or having an interest in Peach Radiology, which is a firm that engages in a similar business to TRG.

122.

Verma's breaches of the Verma Non-Compete are ongoing as of the date of filing of this Complaint.

123.

Plaintiff TRG has suffered harm and incurred damages as a direct and proximate cause of Verma's breach.

124.

TRG is experiencing irreparable harm as a result of Verma's breach of the Verma Non-Compete and is entitled to injunctive relief.

125.

Plaintiff is entitled to all available remedies stemming from Verma's breach of the Verma Non-Compete, including but not limited to actual and compensatory damages and injunctive relief compelling compliance.

COUNT V
BREACH OF CONTRACT
(Against William Zinn)

126.

Plaintiff incorporates and re-alleges the above allegations as if fully set forth herein.

127.

Dr. Zinn entered into a contract with TRG on or about July 25, 2015, *i.e.* the Zinn Contractor Agreement. (*See* Exhibit B.)

128.

The Zinn Contractor Agreement is a valid and binding contract between Dr. Zinn and TRG.

129.

Dr. Zinn terminated the Zinn Contractor Agreement in the first half of 2025, when he refused to perform any further services for TRG.

130.

On August 23, 2025, Dr. A. Lalaji, on behalf of TRG, stated in an email that TRG assumed he would not be working with TRG anymore and reminded him of his ongoing obligations to the Company, as reflected in the Zinn Non-Interference Provision of the Zinn Contractor Agreement.

131.

The Zinn Non-Interference Provision prohibits Dr. Zinn from interfering with TRG's business in any manner, including "(i) by inducing an employee or associate to leave TRG or (ii) by inducing a client, customer, patient, consultant, vendor, supplier, or other independent contractor to sever that person's relationship with TRG, or (iii) disrupting TRG's relationships with its patients, clients, consultants, agents, representatives or vendors or otherwise, or (iv) by assuming a position as an employee or consultant of any current or active prospective client of TRG to provide the same services as [he] provided for TRG." (Exh. B at p. 4, ¶ 11.)

132.

Dr. Zinn has breached and is continuing to breach the terms of the Zinn Non-Interference Provision by, among other things, inducing one or more employees or associates to leave TRG, inducing one or more clients or other independent contractors to sever that person's relationship with TRG, and/or otherwise disrupting TRG's relationships with its clients, agents, representatives or vendors.

133.

Dr. Zinn's breaches of the Zinn Contractor Agreement are ongoing as of the date of filing of this Complaint.

134.

Plaintiff TRG has suffered harm and incurred damages as a direct and proximate cause of Dr. Zinn's breach.

135.

TRG is experiencing irreparable harm as a result of Dr. Zinn's breach of the Zinn Non-Interference Provision of the Zinn Contractor Agreement and is entitled to injunctive relief.

136.

Plaintiff is entitled to all available remedies stemming from Dr. Zinn's breach of contract, including but not limited to actual and compensatory damages and injunctive relief compelling compliance.

COUNT VI
AIDING AND ABETTING A BREACH OF FIDUCIARY DUTIES
(Against Bhargava, Verma, J. Bhandari and R. Bhandari)

137.

Plaintiff incorporates and re-alleges the above allegations as if fully set forth herein.

138.

Verma, J. Bhandari and R. Bhandari had knowledge of Bhargava's confidential relationship with TRG and the fiduciary duties he owed to TRG.

139.

Verma, J. Bhandari, and R. Bhandari acted through improper action or wrongful conduct and without privilege to procure a breach of Bhargava's fiduciary duty to TRG.

140.

Verma, J. Bhandari and R. Bhandari acted with knowledge that Bhargava owed TRG a fiduciary duty, and did so purposely, with malice, and with the intent to injure.

141.

The conduct of the Defendants as alleged herein procured a breach of Bhargava's fiduciary duty to Plaintiff.

142.

Bhargava, Verma, J. Bhandari and/or R. Bhandari, through their aiding and abetting as described herein, caused TRG damage, in an amount to be determined at trial.

COUNT VII
CONSPIRACY TO COMMIT COMPUTER THEFT IN VIOLATION OF GCSPA
(Against Bhargava, Verma, J. Bhandari and R. Bhandari)

143.

Plaintiff incorporates and re-alleges the above allegations as if fully set forth herein.

144.

Bhargava, Verma, J. Bhandari and/or R. Bhandari had a common design to take information and documents from TRG's computers or computer networks, which constitutes a computer theft under the GCSPA.

145.

Bhargava, Verma, J. Bhandari, and/or R. Bhandari arrived at a mutual understanding, either expressly or implicitly, to commit computer theft as alleged in Count II and otherwise.

146.

Bhargava, Verma, J. Bhandari and/or R. Bhandari acted in concert and engaged in conduct that constitutes a tort, *i.e.* computer theft under the GCSPA.

147.

Bhargava, Verma, J. Bhandari and/or R. Bhandari caused TRG damage as a result of their conspiracy to commit computer theft, in an amount to be determined at trial.

COUNT VIII
CONSPIRACY TO TORTIOUSLY INTERFERE WITH TRG'S BUSINESS
RELATIONS
(Against All Defendants)

148.

Plaintiff incorporates and re-alleges the above allegations as if fully set forth herein.

149.

All of the Defendants named herein had a common design to tortiously interfere with TRG's business relationships, as alleged herein and otherwise.

150.

All of the Defendants arrived at a mutual understanding, either expressly or implicitly, to tortiously interfere with TRG's business relations as alleged herein and otherwise.

151.

The Defendants acted in concert and engaged in conduct that constitutes a tort, *i.e.* tortious interference with TRG's business relations.

152.

The co-conspirators as alleged herein caused TRG damage, in an amount to be determined at trial.

COUNT IX
**TORTIOUS INTERFERENCE WITH CONTRACT – THE VERMA NON-
COMPETE**
(Against All Defendants Except Verma)

153.

Plaintiff incorporates and re-alleges the above allegations as if fully set forth herein.

154.

Defendants Peach Radiology, Bhargava, J. Bhandari, R. Bhandari and Zinn, each individually and acting in concert, acted improperly and without privilege, purposely and with intent to injure, when they conspired with Verma to breach his contract with TRG.

155.

Defendants, as alleged herein, had knowledge of Verma's obligations not to compete with TRG as specified in the Verma Non-Compete, and they acted tortiously in concert with Verma to breach that contract, with the specific purpose of starting a competing teleradiology business in the United States, to wit, Peach Radiology.

156.

As a direct and proximate result of the Defendants' tortious interference with contract as set forth hereinabove, TRG has suffered and continues to suffer damages, including but not limited to financial injury.

157.

The Defendants' tortious interference with business relations as set forth hereinabove was willful and malicious, and undertaken with intent to injure TRG.

COUNT X
TORTIOUS INTERFERENCE WITH CONTRACT – THE ZINN CONTRACTOR
AGREEMENT
(Against All Defendants Except Zinn)

158.

Plaintiff incorporates and re-alleges the above allegations as if fully set forth herein.

159.

Defendants Peach Radiology, Bhargava, J. Bhandari, R. Bhandari and Verma, each individually and acting in concert, acted improperly and without privilege, purposely and with intent to injure, when they induced Zinn to terminate his contract with TRG and breach the Non-Interference Provision therein.

160.

Defendants, as alleged herein, had knowledge of Zinn's obligations not to interfere with TRG's business as specified in the Zinn Non-Interference Provision, and they acted tortiously to induce Zinn to breach that contract, with the specific purpose of retaining him to serve as Medical Director of a competing teleradiology business in the United States, to wit, Peach Radiology.

161.

As a direct and proximate result of the Defendants' tortious interference with contract as set forth hereinabove, TRG has suffered and continues to suffer damages, including but not limited to financial injury.

162.

The Defendants' tortious interference with business relations as set forth hereinabove was willful and malicious, and undertaken with intent to injure TRG.

PRAYER FOR RELIEF

WHEREFORE, TRG demands a TRIAL BY JURY and requests the following relief:

- a) An award of actual and compensatory damages in an amount to be proven at trial;
- b) An award of exemplary and punitive damages to be proven at trial;
- c) A permanent injunction restraining Defendants from any further unlawful use or disclosure of TRG's confidential information, restraining each of Zinn and Verma from any further breach of their respective contracts with TRG, and restraining each or all of the Defendants from continuing to engage in other unlawful acts as alleged herein;
- d) Disgorgement of amounts paid to Bhargava when he was in breach of his fiduciary duties;
- e) Pre-judgment and post-judgment interest;
- f) An award of reasonable attorneys' fees and costs incurred in this action; and
- g) Such other relief as is just and proper.

Respectfully submitted this 27th day of October, 2025.

/s/ Lisa D. Taylor
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