

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY, MISSOURI

**GMT CONSULTING LLC,
Plaintiff,**

Case No.

v.

Division

WISE HEALTH SOLUTIONS LLC,

**Serve: INCORP SERVICES INC.,
Registered Agent
2847 S. Ingram Mill Rd.
Ste A100
Springfield, MO 6565804,**

**Direct Service to:
Sheriff of Greene County, MO
1010 N. Boonville Ave
Springfield, MO 65802,**

**VERACIOUS INVESTIGATIVE & COMPLIANCE
SOLUTIONS INTERNATIONAL LLC,**

**Serve: K.B. Battaglini
Registered Agent
4900 Woodway Dr.
Ste 1200
Houston, TX 77056,**

**Direct Service to:
Constable Ted Heap
Precinct 5
17423 Katy Freeway
Houston, TX 77094,**

and,

OAKSTERDAM UNIVERSITY,

**Serve: Richard Lee, or
Office Manager
Oaksterdam University
1734 Telegraph Ave.
Oakland, CA 94612,**

**Direct service to:
Sheriff of Alameda County
Civil Section
1225 Fallon St.
#104
Oakland, CA 94612,**

Defendants.

PETITION IN TORT

COMES NOW Plaintiff and, in support of its Petition In Tort, states the following:

ALLEGATIONS IN COMMON WITH ALL COUNTS

1. Plaintiff is a Missouri corporation, in good standing, with its principal place of business located in St. Charles, Missouri.
2. Defendant, Wise Health Solutions LLC, (hereinafter referred to as "WISE"), is a Missouri corporation, in good standing, whose registered agent's office

is located in Greene County, Missouri.

3. Defendant, Veracious Investigative & Compliance Solutions International LLC, (hereinafter referred to as “VERACIOUS”), is a Texas corporation whose principal place of business is located in Carson City, NV.
4. Defendant, Oaksterdam University, (hereinafter referred to as “OAKSTERDAM”), is an unaccredited institution of learning whose principal place of business is located in Oakland, California.
5. On November 6, 2018 Missouri voters approved constitutional Amendment # 2.
6. On December 6, 2018, Amendment #2 was codified as Article XIV section 1, of the Missouri Constitution, authorizing the Missouri Department of Health and Senior Services, (hereinafter referred to as “DHSS”), to, *inter alia*, grant licenses for medical marijuana dispensary facilities.
7. The State of Missouri, and DHSS, established a scoring system whereby dispensary facility applications would be subjected to a two-tiered scoring system.
8. Under this scoring system, which is set forth in 19 CSR 30-95.025, initially the names of the applicants were to be removed from the applications and

- then scored by DHSS, or its agents.
9. After this initial round of scoring, the names of the applicants were to be added back to the applications.
 10. Once the names of the applicants were added back to the applications, then DHSS, or its agents, were to award additional points to each application based upon the zip code location of that proposed facility.
 11. On July 18, 2019 WISE was issued a “Certificate of Organization” by the Missouri Secretary of State.
 12. Approximately 3 weeks later, on August 9, 2019, DHSS awarded to WISE a vendor contract whereby WISE was to score and rank all dispensary facility applications.
 13. Thereafter, WISE, VERACIOUS, and OAKSTERDAM entered into a joint venture arrangement whereby the three entities joined together in their efforts to score and rank the applications for dispensary facility licenses.
 14. Under this arrangement, WISE worked with OAKSTERDAM to conduct “boot camp” seminars to instruct its students on how to:
 - a. Prepare their applications prior to submission to DHSS;
 - b. Best answer the questions on the scoring sheets; and,

- c. Create networking opportunities in the medical marijuana field.
15. Under this arrangement, OAKSTERDAM assisted their students in filing their respective applications with WISE.
 16. Under this arrangement, WISE then submitted those OAKSTERDAM “induced” applications to VERACIOUS for scoring and ranking.
 17. Plaintiff did not attend any of the OAKSTERDAM “boot camps”.
 18. On or about, October 31, 2019, Plaintiff, submitted to DHSS and its agents, four separate applications for dispensary facility licenses.
 19. Plaintiff paid DHSS application filing fees totaling \$26,000.00.
 20. Each of these four applications contained identical responses to all questions posed in the scoring sheets provided by DHSS and its agents.
 21. Sometime prior to January 23, 2020, VERACIOUS scored and ranked Plaintiff’s four identical applications.
 22. On or about, January 23, 2020, Plaintiff received notice from DHSS, or its agents, that each of Plaintiff’s applications had been denied licensure due to the results of the scoring and ranking procedures referenced in 19 CSR 30-95.025(4)(C)-(D).
 23. Plaintiff has appealed each of DHSS’ denials of it four applications, and

those administrative appeals are pending before the Missouri Administrative Hearing Commission.

24. None of the Defendants herein are named as parties in Plaintiff's pending AHC Complaints.

COUNT I
TORTIOUS INTERFERENCE WITH A BUSINESS EXPECTANCY

25. Plaintiff incorporates by reference herein, each and every allegation contained in paragraphs 1-23, inclusive.

26. By filing its four applications with DHSS, Plaintiff created a valid business expectancy that its applications would be fairly and thoroughly scored and ranked by WISE and VERACIOUS.

27. Upon receipt of Plaintiff's four applications, WISE and VERACIOUS knew of Plaintiff's valid business expectancy.

28. WISE and VERACIOUS breached Plaintiff's valid business expectancy by intentionally failing to score and rank Plaintiff's applications:

- a. In an objective manner;
- b. In accordance with the scoring system set forth in 19 CSR 30-95.025;
- c. With appropriate, and applicable, zip code employment data; and,

- d. Unfairly, by giving OAKSTERDAM “boot camp” attendees preferential scoring and ranking over Plaintiff’s applications.
29. WISE and VERACIOUS lacked any justification, under the applicable law and regulations, to interfere with Plaintiff’s valid business expectancy.
30. Due to the intentional interference of WISE and VERACIOUS, as aforesaid, Plaintiff suffered economic damages for:
 - a. Loss of its filing fees paid into an unfair, corrupt, and unlawful scoring and ranking system; and,
 - b. Future lost profits from the denial of licensure for its four dispensary facilities.
31. The activities of the three Defendants herein, was predicated upon a scheme which was unlawful and which lacked just cause or legal excuse.
32. The actions of the Defendants herein were wrongful, and the Defendants knew those actions were wrongful when those acts were committed.
33. The wrongful acts committed by the Defendants herein were malicious, intentional, willful, outrageous, and committed with reckless disregard for Plaintiff’s rights.

COUNT TWO
CIVIL CONSPIRACY

34. Plaintiff incorporates by reference herein each allegation set forth in paragraphs 1-33, inclusively.

35. The Defendants herein formed an association for the purpose of awarding dispensary facility licenses to those applicants whom Defendants favored.

36. The Defendants colluded to give an unfair advantage to those applicants Defendants favored.

37. The Defendants agreed to engage in this collusive conduct for the purpose of committing intentional wrongful acts.

38. The collusive conduct of the Defendants, as aforesaid, resulted in the intentional interference with Plaintiff's valid business expectancies, represented by Plaintiff's four applications.

39. As a direct result of the civil conspiracy between the Defendants, Plaintiff suffered economic damages for:

- a. Loss of filing fees paid for the four applications; and,
- b. Future lost profits from the denial of licensure for its four dispensary facilities.

40. The association of the Defendants, as aforesaid, was predicated upon a scheme which was unlawful and which lacked just cause or legal excuse.

41. The actions of the Defendants, as aforesaid, were wrongful, and the Defendants knew those actions were wrongful when those acts were committed.

42. The wrongful acts committed by the Defendants were malicious, intentional, willful, outrageous, and committed with reckless disregard for Plaintiff's rights.

WHEREFORE, Plaintiff prays judgment in its favor, and against WISE, VERACIOUS, and OAKSTERDAM, both jointly and severally, as follows:

- A. For actual damages in the amount of \$26,000.00 as and for the lost value of the filing fees paid at the submission of Plaintiff's four applications;
- B. For future lost profits in an amount exceeding \$100,000.00;
- C. For special damages in amount sufficient to prevent the Defendants, herein, and others in the future, from similar malicious conduct; and,
- D. For such further and other damages as the Court deems just and proper in the premises.

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