



prosecuted, and ultimately driven out of business, resulting in the loss of millions of dollars and the shutdown of the Post Oak Poker Club.

### **DISCOVERY CONTROL PLAN**

2. Plaintiffs intend to conduct discovery under Level 3. *See* Tex. R. Civ. P. 190.4(a).

### **STATEMENT OF RELIEF**

3. Plaintiffs seeks damages within the jurisdictional limits of the Court and monetary relief over \$1,000,000.00. *See* Tex. R. Civ. P. 47(b), (c)(5).

### **PARTIES**

4. Plaintiff KHC LLC d/b/a Post Oak Poker Club can be served through its attorney of record.
5. Plaintiff Daniel J. Kebort is a Texas resident and individual who can be served through his attorney of record.
6. Plaintiff William Heuer III is a Texas resident and individual who can be served through his attorney of record.
7. Plaintiff Sergio D. Cabrera is a Texas resident and individual who can be served through his attorney of record.
8. Plaintiff Alan Chodrow is a Texas resident and individual who can be served through his attorney of record.
9. Defendant Harris County District Attorney Kim Ogg may be served with process through its agent, Scott Durfee at 500 Jefferson St., Suite #600, Houston, Texas 77002.
10. Defendant Tim Wilson is a Texas resident who may be served with process at his residential addresses of 5201 Mitchelldale Ste. B4, Houston, Texas 77092 and also at 35657 Mayer Road, Hempstead, Texas 77445.

11. Defendant Amir Mireskandari is a Texas resident and individual who may be served with process at his residence, 331 Pinehaven Drive, Houston, Texas 77024-3722.

12. Defendant Greg Travis is a Texas resident and individual who may be served with process at his residence, in Harris County, wherever he may be found.

13. Defendant Ali Davoudi is a Texas resident and individual who may be served with process at his residence, in Harris County, or wherever he may be found.

### **JURISDICTION**

14. This Court has subject matter jurisdiction over Plaintiffs' claims because the amount in controversy, exclusive of interests and costs, is within the jurisdictional limits of this Court.

15. This Court has personal jurisdiction over Defendants. *See* Tex. Civ. Prac. & Rem. Code § 17.042.

### **VENUE**

16. Venue is proper in Harris County, Texas, because a substantial part of the events or omissions giving rise to the claims herein occurred in this District. *See* Tex. Civ. Prac. & Rem. Code § 15.002(a)(1). Venue in Harris County, Texas, is also proper because certain defendants are natural persons who worked or resided in Harris County, Texas, during the time of the events at issue. *See* Tex. Civ. Prac. & Rem. Code § 15.002(a)(3). Plaintiff, Post Oak Poker Club, a corporation, maintains its principal office in Texas in Harris County. Venue is also proper in Harris County because this suit involves libel and slander and this is the county where Plaintiffs resided when this claim accrued.

## FACTUAL BACKGROUND

17. Formed in August 2017, Post Oak Poker Club (“Post Oak” or the “Club”) was a social venue where members of the public met to play various card games, including poker.

18. Post Oak’s business model was originally developed by Plaintiff Daniel Kebort (“Kebort”). His vision was to open a club where cards were played in a private location; players assumed an equal risk; and the economic benefits flowed to the players and not to the house. To this end, the club would charge entrance fees and seat fees, but would not take any portion of the profits from the games played. Because the Club would not receive fees, profits, or other monetary benefit from the games staged at its venue, it would not be subject to state statutes or codes related to gambling in Texas. Kebort decided to locate just such a club in Houston.

19. Kebort discussed his idea with members of the Houston City Council, including Councilman Greg Travis (“Travis”). In reply, Travis said that he was not opposed to the creation of a poker club, provided that Kebort did not locate his club in Travis’ district.

20. Kebort decided to move forward with his plan, forming Post Oak Poker Club with his partners, Plaintiffs Sergio Cabrera, Alan Chodrow, and Bill Heuer. Each partner brought a different background to the Club: Cabrera was a well-known restaurateur and would develop the culinary aspect of the Club; Chodrow worked in commercial real estate and would focus on finding an initial and permanent location for the Club; and Heuer was experienced in card games and would assist Kebort with daily operations.

21. The Club was originally established in the former location of a well-known and popular high-end restaurant, which happened to be in Travis’ district. Once the location was settled, Kebort contacted Defendant Tim Wilson, Sr. (“Wilson”) to discuss security arrangements for customers at the Club. Somewhat to Kebort’s surprise, Wilson, a purported private investigator

and security consultant, informed Kebort that he was working with the Mayor's Office and the District Attorney to vet potential licensees for a limited number of licenses that would be issued for poker clubs in the City. At that time, poker clubs were unregulated, but Wilson represented to Kebort that the City of Houston had licenses and intended to start regulating poker clubs and a license would be necessary for the Club to operate in the future. Modelled on what was referred to as the "Sweet 16," Wilson said that three to five poker clubs would be granted licenses under the city ordinance. Wilson told Kebort that Post Oak would receive a license if it paid him and his associates a substantial fee.

22. Wilson instructed Kebort to hire the security company owned by his son to provide security at the Club if Kebort wanted to work with Wilson. With respect to the license, Wilson represented that he worked with multiple people and entities, including Amir Mireskandari ("Mireskandari") at the Harris County District Attorney's Office. Wilson told Kebort that the license fee would cover the cost of the license, his services, as well as those of Mireskandari.

23. Wilson told Kebort that the license fee would cost several thousand dollars, but he did not name a specific amount. Kebort agreed to pay an initial fee of \$20,000.00 toward the license. Not long afterward, Wilson called Kebort and told him that he and Mireskandari had met with the Harris County District Attorney's Office. Wilson stated that the District Attorney's Office had agreed to issue a license to Post Oak Poker Club. Only a limited number of licenses would be issued. Wilson implied that the Club could be shut down under the regulatory scheme unless the Club purchased a license. However, Wilson told Kebort that the license fee was now \$250,000.00, with no explanation for the sudden more than tenfold increase.

24. Wilson arranged a meeting to introduce Kebort to Mireskandari. Wilson repeatedly called Kebort, telling him that Post Oak Poker Club needed to pay the entire \$250,000.00 for a

license if it intended to stay in business. But the sudden vast increase in the “fee” made Kebort doubt the validity of the “licenses.” Wilson’s veiled but unmistakable threats and harassment continued for many months, but Post Oak steadfastly refused to pay the money.

25. During this period, Wilson introduced Defendant Ali Davoudi (“Davoudi”) to some of the Post Oak Poker Club Partners. Davoudi was a businessperson who expressed interest in opening a poker club in Midtown Houston in a building owned by a well-known restaurateur, who was known for hosting private poker parties. Wilson told Kebort that Davoudi had paid the \$250,000.00 licensing fee and, as a result, owned a part of Kebort’s share and was now a partner in the Club. Kebort went to Mireskandari to protest, but Mireskandari told him that Davoudi was Kebort’s new partner. Davoudi also told Kebort that he was a partner, implicitly threatening him. Naturally, Kebort objected. In response, Wilson and Davoudi continued to threaten and harass Kebort, and told him that unless Davoudi was Kebort’s partner, the Club would be shut down.

26. Kebort ended the relationship with the security team assembled by the Wilsons, and paid Wilson \$5,000.00 from Kebort’s personal account to stop threatening him and the Club.

27. At the time, Amir Mireskandari also acted as a political booster, and repeatedly solicited political donations from another poker club, Prime Social, for political candidates that he was supporting for election in and around Harris County. Mireskandari requested the donations in cash, telling Prime Social that the contributions were necessary if Prime Social wanted to receive a license. Wilson and Mireskandari also demanded a \$250,000.00 “license fee” from Prime Social—which Prime Social paid.

28. Defendants never delivered a “license” to either Post Oak or Prime Social—because no such licenses existed.

29. After Plaintiffs refused to pay any more than the two payments of \$20,000 and \$5,000. The Houston Police Department raided the Club on May 1, 2019. The District Attorney's Office claimed that the Club was an illegal enterprise and its partners were committing financial crimes, specifically money laundering. The law and the facts do not support this allegation.

30. During the raid, the police walked Post Oak employees out of the Club in handcuffs. They also seized property and cash, harassed and demeaned the Club's customers and employees, and shut down the Club's operations. Police also wrongly arrested the Post Oak partners in distressingly public arrests:

- Daniel Kebort was arrested at his home, in front of his wife and infant child, handcuffed and placed in a police cruiser in front of his neighbors.
- Sergio Cabrera, a prominent businessman, was arrested in front of his employees and customers at one of his Houston restaurants.
- Alan Chodrow was pulled over by the police while traveling to a business meeting. He was held in a police car for over three hours before being taken to the police station. He was never read his Miranda rights and the arresting officers would not tell him the charges against him.
- William Heuer was pulled over in a gas station immediately outside his neighborhood and handcuffed in view of his neighbors. His car was later impounded.

31. That same day, in addition to criminal charges, the State of Texas, through the Harris County Attorney, filed a civil suit against Plaintiffs alleging that the Club constituted a nuisance.

32. The raids and criminal charges against Plaintiffs were malicious. On information and belief, the District Attorney's Office targeted only those persons and entities who refused to pay for a "license." On information and belief, at the time of the raid of Post Oak Poker Club, there were approximately 20 other poker clubs located in or near the City of Houston and Harris County. But only two poker clubs were raided: Post Oak Poker Club and Prime Social.

33. These were also the two Clubs that initially paid, and then refused to continue paying, Wilson, Mireskandari, and Davoudi. Wilson attempted to extort money from both clubs for fake “licenses”; Wilson’s induced both clubs to hire his son’s security company to “assist” in the vetting process for the “licenses” (one club later fired that company for cause); both clubs had been repeatedly threatened and told that they would be prosecuted unless they paid the egregious amounts requested; both were told Mireskandari worked for the District Attorney’s Office and would issue the licenses; and, ultimately both refused to continue paying Wilson and Mireskandari and were subsequently raided.

34. Post Oak Poker Club and Prime Social remain the only two poker clubs that have been raided or criminally charged by the Harris County District Attorney Kim Ogg—the same office where Mireskandari, a key part of the “licensing” scheme, worked for District Attorney Ogg, in what was described as a supervisory or management position. The evidence thus shows a link between Plaintiffs’ refusal to pay exorbitant fees to Mireskandari, Wilson, and Davoudi for fake licenses and the District Attorney’s decision to pursue criminal charges against them. “When you look at it in retrospect, yeah, it looks like it looks,” said District Attorney Ogg, according to a media report.

35. After they were charged, the Post Oak Partners, through their attorneys, disclosed the scheme in court. Caught in a lie, the civil and criminal charges against the Post Oak Poker Club and Post Oak Partners were dropped by the District Attorney.

36. Despite dismissing the civil and criminal charges, District Attorney Ogg continued to make public statements regarding Post Oak Poker Club – and by extension the Post Oak Partners – announcing to the media that the Club was an illegal gambling operation. The District Attorney has never retracted these statements. Defendant Travis, a city councilman, compared the Club to

a sex club in media reports and claimed to have met with the District Attorney's Office to shut down the Club. On information and belief, Travis nursed a vendetta against the Club because it had opened in his district.

37. The Club's lease has since been terminated because of the criminal charges asserted against Plaintiffs. Kebort remains responsible for losses incurred by the building owner. After being shut down, the Club never reopened. The Post Oak Partners have collectively suffered severe emotional distress, lost business, and lost profits – not just from the Club but in their other businesses. They also have been unable to reestablish their Club or business model – a model that they contend is the first of its kind, created by Kebort.

38. Plaintiffs now seek to hold Defendants accountable for these and other damages to the fullest extent under the law.

#### CAUSES OF ACTION

**FIRST COUNT: MALICIOUS PROSECUTION & FALSE ARREST**  
**(Against Defendant Harris County District Attorney Kim Ogg, in her Official Capacity, and Amir Mireskandari, in his Official Capacity)**

39. Plaintiffs reallege and incorporate by reference the allegations and facts set forth in paragraphs 12 through 38 as if set forth in full.

40. Malicious prosecution arises under the Fourth Amendment where: (1) a criminal action was commenced against the plaintiff, (2) the prosecution was caused or aided by the defendant, (3) the action terminated in the plaintiff's favor, (4) the plaintiff was innocent, (5) the defendant acted without probable cause, (6) the defendant acted with malice, (7) and the criminal proceeding damaged the plaintiff.

41. The facts show that criminal actions were commenced against Kebort, Heuer, Cabrera, and Chodrow. The prosecution was caused or aided by District Attorney Ogg and

Mireskandari; the charges were dismissed in the Post Oak Partners' favor; the Post Oak Partners were innocent, as there is no evidence showing the Post Oak Partners' violated a statute or regulation. To the contrary, the business model utilized by the Post Oak Poker Club complied with Texas law. The defendants acted without probable cause, instead relying on pretexts to charge the Post Oak Partners after the Partners refused to pay exorbitant fees for nonexistent licenses promised by the Defendants or in the Defendants' names. Defendants acted with malice, targeting only the Post Oak Partners and another poker club that refused to pay exorbitant fees for fake licenses, while allowing all other poker clubs in Harris County to remain open and free of criminal charges and enforcement. The Plaintiffs have been damaged, in the form of (i) permanent closure of the Club; (ii) personal and business damages of the individual Partners, and (iii) harm suffered by the Post Oak Partners' other businesses because of Defendants' malicious prosecution.

**SECOND COUNT: FRAUDULENT INDUCEMENT**  
**(Against Defendants Tim Wilson, Amir Mireskandari, and Ali Davoudi)**

42. Plaintiffs reallege and incorporate by reference the allegations and facts set forth in paragraphs 12 through 41 as if set forth in full.

43. Defendants Wilson, Mireskandari, and Davoudi committed fraud under Texas law. Each made material misrepresentations regarding false claims for nonexistent licenses and solicited fees from Post Oak Poker Club and Kebort based on these false claims.

44. Defendants knew their representations were false. In fact, Defendants knew that these "fees" were not for municipal licensing because no such licenses existed or were contemplated by municipal authorities at the time.

45. Defendants made these false representations recklessly and with full knowledge that they were not true.

46. Defendants made these representations recklessly and with the intent that Plaintiffs would act on them by entering into an agreement with Defendants to pay fees for a purported license, as well as purchasing additional security services, providing “donations” to political campaigns, and making other payments, thus allowing defendants to unfairly profit from Post Oak’s attempts to launch its business.

47. Defendants had reason to expect that Plaintiffs would rely on their misrepresentations regarding licensing because Post Oak Poker Club was a business operating in the social and poker club industry, and such a license could bring direct legal and economic benefit to the Club. Defendants used their affiliation with the District Attorney’s Office and had inside information about forthcoming regulations with which the Club conceivably would need to comply (if they were true). Plaintiff relied on the office and these representations of authority and knowledge, not merely because they were in the industry.

48. Plaintiffs acted on defendants’ misrepresentations, in part by agreeing to pay bogus fees and hiring Wilson’s son’s security business.

49. As a direct and proximate result of these defendants’ fraud and deceit, Plaintiffs have been damaged in an amount to be proved at trial.

**THIRD COUNT: IMPLICIT FRAUD**  
**(Against Defendants Tim Wilson, Amir Mireskandari, and Ali Davoudi)**

50. Plaintiffs reallege and incorporate by reference the allegations and facts set forth in paragraphs 12 through 49 as if set forth in full.

51. Defendants committed fraud. Defendants concealed the material fact that the licenses they represented as existing did not in fact exist and were not available through the Harris County District Attorney’s Office despite Mireskandari’s employment with that office.

52. Defendants concealed these facts and misrepresented these fees and services with the intent that Plaintiffs pay fees for nonexistent licenses.

53. Plaintiffs, unaware that the licenses did not exist, were duped into entering agreements with defendants, as described above.

54. As a direct and proximate result of Defendants' fraud and deceit, Plaintiffs have been damaged in an amount to be proved at trial.

**FOURTH COUNT: BUSINESS DISPARAGEMENT**  
**(Against Defendants Harris County District Attorney Kim Ogg, in her Official Capacity, and Greg Travis)**

55. Plaintiffs reallege and incorporate by reference the allegations and facts set forth in paragraphs 12 through 54 as if set forth in full.

56. Defendants published written statements about Plaintiffs, contending that Plaintiffs were involved in illegal activities, including illegal gambling, money laundering, and other acts. One of the Defendants, Greg Travis, took part in interviews in which he compared their lawful business to the sex industry.

57. These statements are false. Plaintiffs' business conformed to the legal requirements necessary to operate as a public poker club. Defendants allowed these statements to be published with malice and without privilege. Defendants' false statements caused injury to Plaintiffs, which resulted in special damages including the termination of the Club's lease and resulting contractual obligations, as well as the permanent closing of the Club.

58. Plaintiffs seek damages within the jurisdictional limits of this Court.

59. Exemplary damages. Plaintiffs' injuries resulted from Defendants' malice, which entitles Plaintiffs to exemplary damages under the Texas Civil Practice & Remedies Code Section 41.003(a)(2).

**FIFTH COUNT: DEFAMATION**

**(Against Defendants Harris County District Attorney Kim Ogg, in her Official Capacity,  
and Greg Travis)**

60. Plaintiffs reallege and incorporate by reference the allegations and facts set forth in paragraphs 12 through 59 as if set forth in full.

61. Defendants published statements asserting as fact that Plaintiffs participated in illegal activities and business after Harris County had dismissed civil and criminal charges against Plaintiffs.

62. Defendants' statements were defamatory because they implied that Plaintiffs were involved in illegal activities. Defendants' statements injured Plaintiffs' reputation and exposed Plaintiffs to public contempt and ridicule, as well as financial injury.

63. Defendants' statements were defamatory per se under the common law. Defendants' statements falsely charged Plaintiffs with a crime. The statements were false because all civil and criminal charges against Plaintiffs had been dismissed and Plaintiffs' business conformed with the law of the State of Texas. Defendants were remiss in making such statements after criminal charges were dismissed. Defendants' false statements caused injury to Plaintiffs, which resulted in actual damages.

64. Plaintiffs seek damages within the jurisdictional limits of this Court.

65. Exemplary damages. Plaintiffs' injuries resulted from Defendants' malice, statements, and actions, which entitles Plaintiffs to exemplary damages under Texas Civil Practice & Remedies Code Section 41.003(a)(2).

**SIXTH COUNT: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

**(Against Defendants Tim Wilson, Amir Mireskandari, Ali Davoudi, and Greg Travis)**

66. Plaintiffs reallege and incorporate by reference the allegations and facts set forth in paragraphs 12 through 38 as if set forth in full.

67. Plaintiffs bring suit against Defendants in Plaintiffs' individual capacities. Wilson, Mireskandari, and Davoudi's conduct in threatening Plaintiffs with arrest if they did not pay thousands of dollars in fees or allow Defendants to become partners in the Club – was intentional, reckless, extreme, and dangerous. These Defendants also implicitly threatened the safety of Kebort and his family.

68. Defendant Travis told Kebort that a poker club was a legal business, but that Kebort and Post Oak could not open a poker club in his district. After the Club opened in Travis's district, Travis targeted Post Oak and Kebort, working with the District Attorney's Office to bring false and malicious charges under the pretext of alleged illegal activity solely because Travis did not want a poker club opened by these individuals in his district, without his permission.

69. The Defendants' conduct proximately caused severe emotional distress to Plaintiffs. Plaintiffs' severe emotional distress cannot be remedied by any other cause of action. Defendants' wrongful conduct caused damages to Plaintiffs.

70. Exemplary damages. Plaintiffs' injuries resulted from Defendants' malice, which entitles Plaintiffs to exemplary damages under Texas Civil Practice & Remedies Code section 41.003(a).

**SEVENTH COUNT: CONSPIRACY**  
**(Against Defendants Tim Wilson, Amir Mireskandari, and Ali Davoudi)**

71. Defendants, together as a combination, agreed to fraudulently represent to Plaintiffs that they could purchase a gambling license for \$250,000.00 when no such licenses existed. The purpose of the conspiracy was to unjustly enrich themselves by wrongfully obtaining Plaintiffs' money. Defendants acted with the intent to harm Plaintiffs. To accomplish the object of their agreement, Defendants made multiple false representations to Plaintiffs regarding the existence of gambling licenses, fees, and governmental authority. Defendants threatened Plaintiffs with

prosecution unless they paid these fees for fake licenses. The conspirators' agreement proximately caused injury to plaintiff.

### **CONDITIONS PRECEDENT**

72. All conditions precedent necessary to the maintenance of this lawsuit have been performed or have occurred.

### **DISCOVERY RULE**

73. Plaintiffs contend that none of their claims are barred by a statute of limitations. To the extent that Defendants assert otherwise, Plaintiffs invokes the discovery rule.

### **JURY DEMAND**

61. Plaintiffs demand a jury trial.

### **PRAYER**

For these reasons, Plaintiffs ask the Court to issue a citation for Defendants to appear and answer, and that Plaintiffs be awarded a judgment against Defendants for the following:

- (a) Actual damages;
- (b) Exemplary damages;
- (c) Consequential damages;
- (d) Reasonable and necessary attorneys' fees;
- (e) Costs of court;
- (f) Prejudgment and postjudgment interest; and
- (g) All other relief, in law or equity, to which Plaintiffs are entitled.

Respectfully submitted,

CURTIS, MALLET-PREVOST,  
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**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was filed on April 30, 2020.

/s/ EJC  
Eric J. Cassidy