

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
TEXAS, SHERMAN DIVISION

Sunil Unnikrishnan and Jason Bradlee v. IoT.nxt USA, Inc.

Unnikrishnan · No. 4:22-cv-870 · Decided February 3, 2026

SUMMARY

The United States District Court for the Eastern District of Texas considered the defendant’s Rule 12(b)(6) motion to dismiss and motion to strike exhibits in an employment dispute involving alleged unpaid compensation and equity interests. The court held that the plaintiffs plausibly stated claims for breach of contract, fraud, promissory estoppel, and declaratory relief, and that authentication of attached exhibits was not required at the pleading stage. The motion to dismiss was denied, while the plaintiffs’ motions for leave to file a fourth amended complaint and a surrejoinder were denied as moot.

CASE DETAILS

COURT	United States District Court for the Eastern District of Texas, Sherman Division
WRITING FOR THE COURT	Amos L. Mazzant
JURISDICTION	United States District Court for the Eastern District of Texas, Sherman Division
DECIDED	February 3, 2026
DOCKET	4:22-cv-870
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss the Third Amended Complaint and moved to strike its attached exhibits. Plaintiffs moved for leave to file a Fourth Amended Complaint and a surrejoinder.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the Court accepts well-pleaded facts as true, views them in the light most favorable to the plaintiff, disregards conclusory allegations, and determines whether the complaint states a facially plausible claim for relief. Rule 9(b) requires fraud to be pleaded with particularity, including the who, what, when, where, and how. At the pleading stage, exhibits attached to the complaint need not be authenticated in the same manner required on summary judgment.

PRECEDENTIAL VALUE	Unknown
PARTIES	Sunil Unnikrishnan, Jason Bradlee v. IoT.nxt USA, Inc.

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QUESTIONS PRESENTED

1. Whether Plaintiffs' Third Amended Complaint stated plausible claims for breach of contract, fraud, promissory estoppel, and declaratory judgment under Rule 12(b)(6).
2. Whether Plaintiffs pleaded their fraud claims with the particularity required by Rule 9(b).
3. Whether the exhibits attached to the complaint should be stricken for lack of authentication under Federal Rule of Evidence 901(a).
4. Whether Plaintiffs' proposed Fourth Amended Complaint and surrejoinder should be allowed after the existing complaint survived dismissal.

HOLDINGS

1. The Third Amended Complaint stated plausible claims for relief, so dismissal under Rule 12(b)(6) was unwarranted.
2. Plaintiffs' fraud claims satisfied Rule 9(b)'s heightened pleading standard at this stage.
3. The exhibits attached to the complaint did not need to be authenticated at the pleading stage and should not be stricken on that basis.
4. A plaintiff may assert alternative theories without using the specific words "in the alternative."

KEY QUOTATIONS

"A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." (Legal Standard I)

"Thus, '[t]o survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.''" (Analysis I)

"Thus, the Court finds the exhibits attached to Plaintiffs complaint need not be authenticated and should not be stricken from the record or disregarded as Defendant requests." (Analysis I)

FACTUAL BACKGROUND

The case concerns allegedly unpaid compensation and equity interests arising from Plaintiffs' employment-related allegations. Plaintiffs asserted breach-of-contract, fraud, promissory-estoppel, and declaratory-judgment

claims against IoT.nxt USA, Inc. They attached documents to their Third Amended Complaint, including an unsigned employment offer letter, and later proposed substituting a signed copy and adding declarations authenticating the exhibits.

PROCEDURAL HISTORY

Plaintiffs filed suit asserting breach-of-contract, fraud, promissory-estoppel, and declaratory-judgment claims. They amended their complaint three times, and the Court dismissed some originally named entities. After Defendant moved to dismiss the Third Amended Complaint and strike its exhibits, Plaintiffs sought leave to file a Fourth Amended Complaint and a surrejoinder. The Court denied the motion to dismiss and motion to strike, and denied the two motions for leave as moot.

DISPOSITION

other

CASES CITED

- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555, 570 (2007)
- Bowlby v. City of Aberdeen, 681 F.3d 215, 219 (5th Cir. 2012)
- Lone Star Fund V (U.S.), L.P. v. Barclays Bank PLC, 594 F.3d 383, 387 (5th Cir. 2010)
- Ashcroft v. Iqbal, 556 U.S. 662, 664, 678-79 (2009)
- In re S. Scrap Material Co., LLC, 541 F.3d 584, 587 (5th Cir. 2008)
- U.S. ex rel. Williams v. Bell Helicopter Textron Inc., 417 F.3d 450, 453 (5th Cir. 2005)
- Herrmann Holdings Ltd. v. Lucent Techs. Inc., 302 F.3d 552, 564-65 (5th Cir. 2002)
- U.S. ex rel. Grubbs v. Kanneganti, 565 F.3d 180, 186, 190 (5th Cir. 2009)
- Melder v. Morris, 27 F.3d 1097, 1100 (5th Cir. 1994)
- Williams v. WMX Techs., Inc., 112 F.3d 175, 178 (5th Cir. 1997)
- Frith v. Guardian Life Ins. Co. of Am., 9 F. Supp. 2d 734, 742 (S.D. Tex. 1998)
- Berry v. Indianapolis Life Ins. Co., No. 3:08-CV-0248-B, 2010 WL 3422873, at *14 (N.D. Tex. Aug. 26, 2010)
- U.S. ex rel. Williams v. McKesson Corp., No. 3:12-CV-0371-B, 2014 WL 3353247, at *3 (N.D. Tex. July 9, 2014)
- Lovelace v. Software Spectrum Inc., 78 F.3d 1015, 1017 (5th Cir. 1996)
- Campos v. Steve & Sons, Inc., 10 F.4th 515, 522-23 (5th Cir. 2021)
- Fulcrum Credit Partners LLC v. Chipmos Techs. Inc., No. A-10-CA-060-SS, 2010 WL 11444280, at *8 (W.D. Tex. Mar. 30, 2010)