

# EXHIBIT C

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

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MOHAMMAD ALI MOHYUDDIN,

Index No: 12-013648

*Plaintiff,*

VERIFIED COMPLAINT

-against-

SINA DRUG CORP. d/b/a ONCOMED  
PHARMACEUTICAL SERVICES and KAVESH  
ASKARI,

*Defendants.*

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Plaintiff, MOHAMMAD ALI MOHYUDDIN, by his attorneys, the Law Office of Steven Cohn, P.C., complaining of the Defendants, SINA DRUG CORP. d/b/a ONCOMED PHARMACEUTICAL SERVICES and KAVESH ASKARI, alleges upon information and belief, as follows:

1. At all times hereinafter mentioned, Plaintiff MOHAMMAD ALI MOHYUDDIN was and still is a resident of the County of Nassau and State of New York.
2. Plaintiff MOHAMMAD ALI MOHYUDDIN is a physician and pharmacist licensed to practice under the laws of the state of New York.
3. Upon information and belief, Defendant SINA DRUG CORP. (hereinafter "SINA DRUG") is a closely-held corporation and existing under the laws of the State of New York.
4. Upon information and belief KAVAH ASKARI is an individual residing at 6 Park Avenue, Manhasset, New York 11021.
5. Upon information and belief KAVEH ASKARI is the sole shareholder of Sina Drug.
6. Upon information and belief KAVEH ASKARI is the sole principal and director of Sina Drug.

### BACKGROUND

7. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "6" of the Complaint with the same force and effect as if said paragraphs were set forth fully herein.

8. In or about April, 2003, Plaintiff was hired as an employee of Defendant SINA DRUG by its principal, Defendant KAVEH ASKARI (hereinafter "ASKARI") at a weekly salary agreed upon between the parties.

9. Upon information and belief, Defendant ASKARI was the sole shareholder of SINA DRUG at the time of Plaintiff's hiring to date and continuing.

10. Upon information and belief, at all times relevant hereto, Defendant ASKARI was the sole officer and director of SINA DRUG and controlled its affairs.

11. At the time of Plaintiff's hiring, in addition to his weekly salary, Defendant ASKARI promised Plaintiff an 18% ownership interest in SINA DRUG.

12. Although Plaintiff was promised an 18% ownership interest in SINA DRUG, plaintiff was never made a shareholder of said company or provided an 18% interest in SINA DRUG.

13. Plaintiff was never an officer or director of SINA DRUG and he never took on any fiduciary responsibilities of the company at any time.

14. On more than one occasion during his employment with SINA DRUG, Plaintiff asked Defendant ASKARI to memorialize his ownership interest and to issue shares representing his 18% ownership interest in SINA DRUG. Notwithstanding ASKARI's promise to provide such documentation and issue shares to Plaintiff, he failed and refused to do so.

15. On or about May 2, 2005, Plaintiff's employment with SINA DRUG terminated.
16. Even though he was no longer an employee of SINA DRUG, Plaintiff never received distributions of his proportionate share of the company's net profit.
17. From 2005 until the present, Plaintiff was never paid a salary by SINA DRUG.
18. From 2005 until the present, Plaintiff never shared in the profits of SINA DRUG.
19. From 2005 until the present, Plaintiff never received any form of compensation from SINA DRUG.

AS AND FOR A FIRST CAUSE OF ACTION

20. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "19" of the Complaint with the same force and effect as if said paragraphs were set forth fully herein.

21. On or about August, 2006, SINA DRUG and ASKARI commenced an action against Plaintiff for a variety of allegations. Following several years of litigation, the Defendant in that action, Mohammad Mohyuddin (plaintiff herein), entered into a Settlement Agreement with the Plaintiff in that action Kaveh Askari(defendant herein), by which all claims or counterclaims, including any claim made by Mohyuddin to share in Oncomed, would be settled as Oncomed agreed to pay Mohyuddin Three Million Eight Hundred Thousand (\$3,800,000.00) Dollars in settlement of the counterclaims.

22. Concurrent with the execution of the Settlement Agreement dated May 9, 2011, Oncomed had placed in escrow a share certificate representing 18% of the shares of Oncomed.

23. The shares were thereafter held in escrow pending payment of the settlement in full made by Oncomed to Mohyuddin.



24. Payment in full was thereafter made on July 15, 2011.

25. Following payment in full, the share certificate representing eighteen (18%) percent of Oncomed having been held in escrow became void.

26. At no time did Plaintiff ever receive any shares of Sina Drug, nor was he ever a shareholder of Sina Drug.

27. At no time did Plaintiff ever receive any ownership interest in Sina Drug.

28. Following full payment of the settlement by Defendant ASKARI, said Defendant thereafter amended his 2007, 2008, 2009 and 2010 tax returns. Copies of the Schedule K-1 forms from those returns are annexed hereto.

29. On the 2007 K-1 schedule, SINA DRUG claimed that the Plaintiff received thirty-seven thousand six hundred and thirty-eight (\$37,638.00) dollars in ordinary income based upon 18% share of the company.

30. On the 2008 K-1 schedule, SINA DRUG claimed that the Plaintiff received Three Hundred Ninety Thousand Seven Hundred Twenty-Seven (\$390,727.00) Dollars in ordinary income based upon 18% share of the company.

31. On the 2009 K-1 schedule, SINA DRUG claimed that the Plaintiff received Four Hundred Forty-Three Thousand One Hundred Eight (\$443,108.00) Dollars in ordinary income based upon 18% share of the company.

32. On the 2010 K-1 schedule, SINA DRUG claimed that the Plaintiff received Three Hundred Ninety-Six Thousand Three Hundred Twenty-Five (\$396,325.00) Dollars in ordinary income based upon 18% share of the company.

33. Plaintiff never received thirty-seventy thousand six hundred and thirty(\$37,638.00)Dollars in income from the Defendant in 2007.

34. Plaintiff never received Three Hndred Ninety Thousand and Seven Hundred Twenty-Seven(\$390,727.00) Dollars in income from the Defendant in 2008.

35. Plaintiff never received Four Hundred Forty-Three Thousand One Hundred Eight (\$443,108.00) Dollars in income from the Defendant in 2009.

36. Plaintiff never received Three Hundred Ninety-Six Thousand Three Hundred Twenty-Five (\$396,325.00) Dollars in income from the Defendant in 2010.

37. As a result of the Defendant's improper tax filing, Plaintiff will be required to pay taxes for the years 2007, 2008, 2009 and 2010.

38. Defendants filing of the aforementioned K-1 schedules was improper as Plaintiff was never a shareholder of SINA DRUG.

39. At no time was Plaintiff ever issued any shares of stock of SINA DRUG nor did Defendant permit Plaintiff to enjoy the benefits of any such shareholder interest.

40. At no time did Plaintiff ever receive any shareholder rights or benefits legally flowing therefrom, including, but not limited to distributions of any monthly and annual net profits enjoyed by the company during that time period.

41. Plaintiff was never a shareholder of SINA DRUG.

42. The money received pursuant to the settlement agreement did not represent income to the Plaintiff in 2007, 2008, 2009 and 2010.

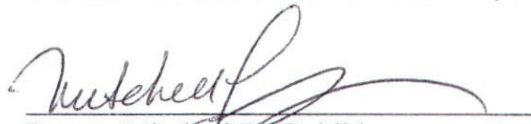
43. As a result of the improper K-1 tax return filings of the Defendant SINA DRUG, Plaintiff has been damaged in a sum to be determined based upon the amount of actual taxes owed

and or paid, plus penalties and interest by defendants improper conduct.

WHEREFORE, Plaintiff MOHAMMAD ALIMOHYUDDIN (i) demands judgment against the Defendants SINA DRUG CORP. d/b/a ONCOMED PHARMACEUTICAL SERVICES and/or KAVESH ASKARI, Individually in the First Cause of Action in the sum to be determined based upon the amount of taxes owed and/or required to be paid, together with the costs and disbursements of this action and for such other and further relief as to this Court may seem just and proper.

Dated: Carle Place, New York  
October 22, 2012


The Law Office of STEVEN COHN, P.C.

A handwritten signature in dark ink, appearing to read "Mitchell R. Goldklang", is written over a horizontal line.

By: Mitchell R. Goldklang  
*Attorneys for Plaintiff*  
One Old Country Road- Suite 420  
Carle Place, New York 11514  
(516) 294-6410

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

I am the Plaintiff in the action herein; I have read the annexed Summons and Verified Complaint, know the contents thereof and the same are true to my knowledge, except those matters which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

  
MOHAMMAD ALI MOHYUDDIN

Sworn to before me on this  
25<sup>th</sup> day of October, 2012.

Notary Public

KATHLEEN M. WARD  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01WA5011115  
Qualified in Suffolk County  
My Commission Expires April 12, 2015