

JAN 26 2021

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

RICK WARREN
COURT CLERK

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OKLAHOMA STATE DEPARTMENT)
OF HEALTH,)
)
Plaintiff,)
v.)
)
PPE SUPPLIES, LLC, and)
CASEY BRADFORD,)
)
Defendants.)

Case No.: CS-2021-366
Judge _____

PETITION

COMES NOW Plaintiff Oklahoma State Department of Health and hereby asserts its causes of action against Defendants PPE Supplies, LLC and Casey Bradford.

1. Plaintiff Oklahoma State Department of Health is an agency of the State of Oklahoma and contracted with Defendant PPE Supplies, LLC for Defendant to supply it with personal protective equipment. Plaintiff is located in Oklahoma County, State of Oklahoma. The contract was executed in Oklahoma County and provides for venue in Oklahoma County.

2. Defendant PPE Supplies, LLC is an Oklahoma limited liability company located in Tulsa County, Oklahoma.

3. Defendant Casey Bradford is an individual residing in Rogers County, State of Oklahoma. Defendant Bradford is a co-manager of PPE Supplies, LLC and upon information and belief is an owner of PPE Supplies, LLC.

4. Venue is proper in Oklahoma County, State of Oklahoma.

5. Prior to March 23, 2020, Casey Bradford solicited the Oklahoma State Department of Health to sell it personal protective equipment.

6. On or about March 23, 2020, PPE Supplies, LLC was formed by the Oklahoma Secretary of State issuing Articles of Organization. Upon information and belief, the co-owners of PPE Supplies, LLC are Casey Bradford, Brett Baker and Michael Velasquez.

7. On or about March 23, 2020, the Oklahoma State Department of Health issued its first purchase order to PPE Supplies, LLC. This purchase order provided for payment of the personal protection equipment upon delivery to the Oklahoma State Department of Health. The purchase order also indicated that the masks would be delivered by March 26, 2020. Plaintiff issued this purchase based upon representations made to it by Casey Bradford about product being available for immediate shipment to it.

8. After the first purchase order was issued, over the course of a few days, Casey Bradford made representations to the Oklahoma State Department of Health about his ability to deliver more personal protective equipment in a short time frame. For instance, he stated that an additional 1,000,000 masks could be secured and delivered in 10 days if a 50% deposit was made. This resulted in a second purchase order being issued on March 24, 2020, a deposit of \$2,125,000.00 being made and a total of 1,200,000 masks being on order.

9. Mr. Bradford continued to make representations after the second purchase order was issued on March 24, 2020, such that another purchase order was issued on March 27, 2020, but no deposit was made.

10. On March 28, 2020, Mr. Bradford advised that a shipment was delayed a few days but 500,000 of the masks should be in Oklahoma City the week of March 30, 2020.

11. On March 31, 2020, the fourth and final purchase issued by Plaintiff to PPE Supplies, LLC was made. This purchase order also did not have a deposit associated with it.

12. As of April 1, 2020, no masks had been received by Plaintiff from PPE Supplies, LLC.

13. On April 3, 2020, Mr. Bradford told Plaintiff that he was going to China to supervise the shipment of masks as he reported that getting them shipped was the problem.

14. Between April 4th and April 8th 2020, Plaintiff discovered that the representations about PPE Supplies already having an on-hand supply of N95 masks in China to fill the purchase orders was false.

15. As of April 27, 2020, Plaintiff had cancelled all four of the purchase orders after giving Defendants an opportunity to deliver masks in a quantity covered by the amount of the deposit. Defendants only delivered less than 10,000 masks even though more than 2,000,000 masks had been ordered.

16. Plaintiff demanded a refund of the deposit made by it. A partial refund of \$300,000.00 was made; however, the remaining funds in the amount of approximately \$1,825,000.00 have not been returned to Plaintiff.

CAUSES OF ACTION AGAINST PPE SUPPLIES, LLC

17. Defendant PPE Supplies, LLC breached its contracts with Plaintiff.

18. Plaintiff properly cancelled the contracts with PPE Supplies, LLC and demanded a refund.

19. PPE Supplies, LLC has refused to repay the money such that Plaintiff has been damaged in an amount greater than \$10,000.00 plus prejudgment and post judgment interest, costs and attorney fees.

20. Plaintiff hereby asserts legal and equitable claims against PPE Supplies, LLC and requests all legal and equitable relief against PPE Supplies, LLC that may be granted.

CAUSES OF ACTION AGAINST CASEY BRADFORD

21. Defendant Casey Bradford intentionally and willfully misrepresented facts to Plaintiff that induced Plaintiff into entering purchasing orders and advancing a deposit.

22. Defendant Casey Bradford has caused Plaintiff actual damages in excess of \$10,000.00.

23. Defendant Casey Bradford should further be punished for his misconduct through an award of punitive damages in favor of Plaintiff.

WHEREFORE Plaintiff Oklahoma State Department of Health prays for judgment Defendant PPE Supplies, LLC and Casey Bradford and for all other relief deemed just and equitable.

Respectfully submitted,



ERIN M. MORE, OBA# 20787
LAUREN RAY, OBA# 22694
Assistant Attorney Generals
Oklahoma Attorney General's Office
Litigation Section
313 NE 21st Street
Oklahoma City, Oklahoma 73105
Telephone: (405) 521-3921
Facsimile: (405) 521-6246
Email: erin.moore@oag.ok.gov
lauren.ray@oag.ok.gov
Attorneys for Plaintiff

JURY TRIAL DEMANDED