

## **ADDENDUM TO SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

This ADDENDUM ("Addendum") to the SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS entered into as part of the mediation held on March 31, 2023, is made and entered into between Plaintiff Oklahoma State Department of Health ("Plaintiff") and Defendant PPE Supplies, LLC ("PPE Supplies"), Brett Baker ("Baker"), BGB Ventures, LLC ("BGB Ventures"), Defendant Casey Bradford ("Bradford"), and Michael Velasquez.

The above-named entities and persons are collectively referred to as the "Parties," and each individually as a "Party."

### **RECITALS**

A. WHEREAS, Plaintiff, PPE Supplies, Baker, BGB Ventures, Bradford, and Velasquez entered into a SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS as a result of a mediation on March 31, 2023;

B. WHEREAS, PPE Supplies and its Members previously paid the first half (\$300,000.00) of the total Settlement Payment of \$600,000.00;

C. WHEREAS, the Parties mutually desire to extend the April 1, 2024 deadline for payment of the second half of the Settlement Payment.

### **AGREEMENTS**

In consideration of the above recitals and the mutual promises and agreements contained herein, and for valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree that the SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS is supplemented as follows:

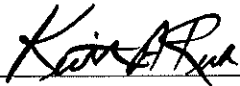
#### **1. Payment.**

PPE Supplies and its Members shall issue payment to Plaintiff of \$93,000.00 on April 1, 2024, and Bradford shall issue the remaining \$207,000.00 of the second half of the Settlement Payment on or before October 1, 2024. Bradford shall pay 6% simple interest on any portion of the Settlement Payment left unpaid between April 1, 2024, and October 1, 2024. All other provisions of the prior SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS remain in full force and effect.

*-Signatures to follow on subsequent page-*

IN WITNESS WHEREOF, the undersigned have executed this Confidential Settlement Agreement and Release of Claims on the date affixed by their signatures.

DATED: April 2, 2024

  
\_\_\_\_\_

**Oklahoma State Department of Health**

By: Keith Reed

Title: Commissioner of Health

DATED: \_\_\_\_\_

\_\_\_\_\_

**PPE Supplies, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_

**Brett Baker**

**IN WITNESS WHEREOF**, the undersigned have executed this Confidential Settlement Agreement and Release of Claims on the date affixed by their signatures.

DATED: \_\_\_\_\_

\_\_\_\_\_  
**Oklahoma State Department of Health**

By: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: 04/02/24

  
\_\_\_\_\_  
**PPE Supplies, LLC**


By: Casey Bradford

Title: Co-Owner

DATED: 4/1/24

  
\_\_\_\_\_  
**Brett Baker**

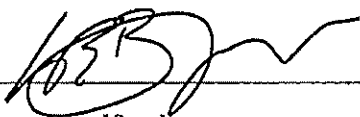
DATED: 4/1/23

  
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BGB Ventures, LLC

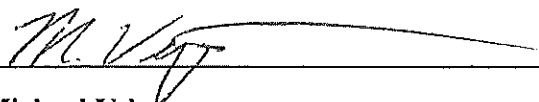
By: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: 04/02/24

  
\_\_\_\_\_  
Casey Bradford

DATED: 04/02/24

  
\_\_\_\_\_  
Michael Velasquez

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS**

This SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS ("Agreement") is made and entered into by and between Plaintiff Oklahoma State Department of Health ("Plaintiff") and Defendant PPE Supplies, LLC ("PPE Supplies"), Brett Baker ("Baker"), BGB Ventures, LLC ("BGB Ventures"), Defendant Casey Bradford ("Bradford"), and Michael Velasquez ("Velasquez").

The above-named entities and persons are collectively referred to as the "Parties," and each individually as a "Party."

**RECITALS**

A. WHEREAS, Bradford, Velasquez, and BGB Ventures were Members of PPE Supplies. In March of 2020, Plaintiff entered into a series of contracts with PPE Supplies for the purchase of personal protective equipment (the "Purchase Orders"). On or about January 26, 2021, Plaintiff filed a lawsuit captioned as *Oklahoma State Department of Health v. PPE Supplies, LLC, and Casey Bradford*, Case No. CJ-2021-366, in which Plaintiff asserted a claim against PPE Supplies for breach of the Purchase Orders and a claim for fraud against Bradford (the "PPE Supplies Lawsuit"):

B. WHEREAS, without conceding any of their respective claims, defenses, or general positions, it is the intent of the Parties to finally resolve all of the claims between and among them concerning the Purchase Orders and the PPE Supplies Lawsuit, as well as any and all past, present, or future claims, demands, actions, causes of action, and liability of whatever kind and nature, whether known or unknown, suspected or claimed, between and among them, relating to same.

**AGREEMENTS**

In consideration of the above recitals and the mutual promises and agreements contained herein, and for valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Payment.**

Following Plaintiff's execution of this Agreement, PPE Supplies and its Members shall issue payment to Plaintiff in the total amount of \$600,000.00, as follows:

- (1) within 30 days of the Parties' mediation on March 31, 2023, PPE Supplies and its Members shall pay Plaintiff \$300,000.00; and
- (2) before April 1, 2024, PPE Supplies and its Members shall pay Plaintiff an additional \$300,000.00

(collectively, the "Settlement Payment").

**2. Mutual Release and Dismissal.**

Plaintiff, on behalf of itself, its subdivisions, employees, administrators, agents, trusts, heirs, executors, representatives, affiliates, successors, and assigns, does hereby fully and finally settle, waive, release, acquit, forever discharge, and covenant not to sue PPE Supplies, Baker, BGB Ventures, Bradford, and Velasquez, and/or their spouses, children, heirs, successors, assigns, principals, agents, attorneys, officers, directors, employees, shareholders, managers, consultants, insurers, servants, representatives, members, partners, subsidiaries, affiliated companies, predecessors, successors-in-interest, joint venturers, heirs, and assigns, as to the Purchase Orders and the PPE Supplies Lawsuit, and any claims arising therefrom, which are the current subject of and/or relate in any way to the PPE Supplies Lawsuit and any and all claims and allegations which were or could have been asserted therein.

Likewise, PPE Supplies, Baker, BGB Ventures, Bradford, and Velasquez and their spouses, children, employees, administrators, agents, trusts, heirs, executors, representatives, affiliates, successors, and assigns, do hereby fully and finally settle, waive, release, acquit, forever discharge, and covenant not to sue Plaintiff and its principals, agents, attorneys, officers, directors, employees, managers, consultants, insurers, servants, representatives, members, partners, subsidiaries, affiliated agencies, predecessors, successors-in-interest, joint venturers, heirs, successors, and assigns, as to the Purchase Orders and the PPE Supplies Lawsuit, and any claims arising therefrom, which are the current subject of and/or relate in any way to the PPE Supplies Lawsuit and any and all claims and allegations which were or could have been asserted therein.

The Parties agree that the PPE Supplies Lawsuit shall be dismissed with prejudice as against PPE Supplies and Bradford, with each Party to bear their own attorneys' fees, expert fees, and costs. This Agreement may be pled as a full and complete defense to any such action or other proceeding, as well as a basis for abatement of, or injunction against, such action or other proceeding as provided herein. Furthermore, the Parties agree that there is no prevailing party for the purposes of settlement and dismissal, and specifically that neither will seek fees of any kind, costs, or other expenses from each other.

Plaintiff shall file a Dismissal with Prejudice, in the form attached hereto as Exhibit A, within seven days of receipt of the final Settlement Payment. PPE Supplies, Baker, BGB Ventures, Bradford, and Velasquez retain the right to pursue their claims against third parties in state and federal court and to retain any proceeds derived from those claims.

**3. No Admission of Liability.**

In entering into the Agreement, no Party herein is admitting the accuracy or sufficiency of any claims, allegations, assertions, contentions, or positions of any other Party, or the accuracy or sufficiency of the defense to any such claims, allegations, assertions, contentions or positions. This Agreement is executed by the Parties for the sole purpose of compromising and settling the claims, as well as all past, present or potential future claims relating to the PPE Supplies Lawsuit and the Purchase Orders, and it is expressly understood and agreed, as a condition hereof, that this Agreement and its terms, whether this instrument becomes effective or

not, shall not constitute or be constituted to be an admission by any Party as to the accuracy or sufficiency of any claims or causes of action asserted by any other Party to this Agreement.

4. Governing Law.

This Agreement shall be construed in accordance with, and be governed by, the laws of the State of Oklahoma, and venue shall be in Oklahoma County District Court.

5. Entire Agreement.

No representation or promise not expressly contained in this Agreement has been made, and the Parties to this Agreement further acknowledge they are not entering into this Agreement on the basis of any promise or representation, expressed or implied, which is not expressly contained in this Agreement. This Agreement supersedes any prior agreement with respect to those subjects embraced within the Agreement. This Agreement contains the entire agreement of the Parties on the matters covered within the Agreement. The terms of this Agreement may not be changed except by an agreement in writing signed by all Parties to this Agreement.

This Agreement was jointly drafted and prepared by the Parties and, therefore, none of the presumptions applied to the drafter of contracts shall be deemed in force and this Agreement will not be construed against any Party as a result of such presumptions.

6. Successors and Assigns.

The provisions of this Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, agents, trusts, representatives, successors, and assigns.

7. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Severability.

Any provision in this Agreement that is held to be inoperative, unenforceable, or invalid as to any Party or in any jurisdiction shall, as to that Party or jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions of this Agreement or the operation, enforcement, or validity of that provision as to any other Party or in any other jurisdiction.

9. Advice of Counsel.

Each Party to this Agreement acknowledges and represents (i) they have consulted with legal counsel of their choosing, or have had the opportunity to consult with legal counsel of their choosing, before executing this Agreement, (ii) they understand the meaning of this Agreement, and (iii) they expressly consent that this Agreement shall be given full force and effect according

to each and all of its express terms and provisions, including, without limitation, those relating to the release of unknown and unsuspected claims, demands, and causes of action.

**10. Additional Documents and Action.**

Each Party to this Agreement agrees to execute, or cause their respective counsel to execute on their behalf, any additional documents and to take any further action that may reasonably be required to consummate this Agreement or otherwise fulfill the obligations of the Parties under this Agreement. Each Party is to bear their own respective costs and attorneys' fees resulting from any such additional action.

**11. Authority to Sign.**

Each person executing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement on behalf of all parties he or she represents as identified by his or her signature line, and that this Agreement is binding in accordance with its terms. All agreeing Parties warrant that they are true holders of all rights and remedies which they purport to release, and that they have not assigned or transferred any of these rights or remedies to any other individuals and/or entities, and no further approvals are required to be obtained from any persons or entities.

**12. Effective Date.**

This Agreement shall be deemed in effect upon the date of the last Party to execute the Agreement ("Effective Date").

**13. Paragraph Headings.**

Paragraph headings are for reference only and shall not affect the interpretation of any paragraph hereto.

*-Signatures to follow on subsequent page-*



IN WITNESS WHEREOF, the undersigned have executed this Confidential Settlement Agreement and Release of Claims on the date affixed by their signatures.


DATED: 4-18-2023

  
Oklahoma State Department of Health

By: Keith Reed

Title: Commissioner of Health

DATED: 4/21/23

  
PPB Supplies, LLC

By: BRETT BAKER

Title: MANAGER

DATED: 4/21/23

  
Brett Baker

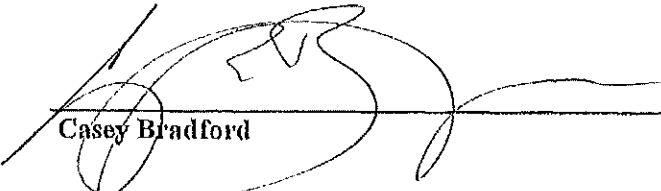
DATED: 4/21/23

  
BGB Ventures, LLC

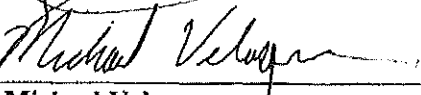
By: BRETT BAKER

Title: MANAGER

DATED: 04/25/23

  
Casey Bradford

DATED: 04-20-2023

  
Michael Velasquez