

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

PARAMEDICA POLSKA SP. Z O.O. SP.K.  
UL. ŻOŁNY 11  
02-815 WARSZAWA  
POLAND

CASE NO.

Plaintiff,

JUDGE

vs.

FareTec, Inc.  
1610 West Jackson Street #6  
Painesville, OH 44077  
c/o Statutory Agent: Tod Sackett  
124 Industrial Parkway  
Chardon, OH 44024

**COMPLAINT**

**[JURY DEMAND ENDORSED HEREON]**

and

Responder Products Inc.  
c/o Statutory Agent  
Tod C. Sackett  
1610 West Jackson Street, Unit 6  
Painesville, OH 44077

and

Todd C. Sackett, individually and as owner of  
Defendants FareTec, Inc. and Responder  
Products, Inc.  
7850 Mountain Ash Dr.  
Mentor, OH 44060

and

Constance Sackett a.k.a. Connie Sackett,  
individually and as Vice President of  
Defendant FareTec, Inc.  
7850 Mountain Ash Dr.  
Mentor, OH 44060

and

Lee Sackett, individually and as Sales  
Manager of Defendant FareTec, Inc.  
3037 Circle Ct.  
Cleveland, OH 44113

Defendants.

NOW COMES Plaintiff, Paramedica Polska Sp. Z o.o. Sp.k. (“Paramedica”), by and through undersigned counsel, and for its Complaint against Defendants, FareTec, Inc. (“FareTec”), Responder Products Inc., Todd Sackett, Connie Sackett, and Lee Sackett (jointly referred to as “Defendants”), alleges as follows:

### **NATURE OF THE ACTION**

1. This is an action for damages incurred by Paramedica as a result of Defendants’ breach of contract, breach of warranty, promissory estoppel, fraudulent inducement, fraud, negligent misrepresentation, conspiracy, unjust enrichment, and other wrongful and illegal acts surrounding the purchase of personal protective equipment (“PPE”) during this critical time of the COVID-19 pandemic. Defendants engaged in PPE fraud and caused damages to the foreign-based Paramedica, then ignored Paramedica’s repeated demands for refund of funds, eventually ignoring all communication from Paramedica. In their dealings with Paramedica, Defendants demonstrated bad faith, malice, conscious disregard, and reckless indifference to the consequences of their actions, causing damages to Paramedica, which continue to accrue.

### **PARTIES**

2. Paramedica is a foreign limited liability company, with its principal place of business in Warsaw, Poland, European Union. Among others, Paramedica is involved in the business of supplying medical equipment to first responders, hospitals, and other providers in Poland. Paramedica also supplies its customers with PPE, as further discussed herein.

3. Defendant FareTec is an Ohio Corporation, with its principal place of business in Painesville, Lake County, Ohio. FareTec advertises itself as a Medical device manufacturer, specializing in devices for pre-hospital care both in the civilian and military markets, domestically and abroad.

4. Defendant Responder Products is an Ohio Corporation, with its principal place of business in Painesville, Lake County, Ohio. Responder Products represents itself as FareTec's sister company, with a focus on export sales, and as a manufacturer's agent on specialty products to Europe, the Mid East, and Austral-Asia countries.

5. Defendants FareTec and Responder Products conduct business jointly, use the same business website, email addresses, and staff, have the same principal place of business, and at all times relevant to this Complaint, have represented themselves to Paramedica as a single entity. FareTec and Responder Products' control over each other is such that there is no corporate separateness between the two entities from a legal perspective. For the purpose of this Complaint FareTec and Responder Products are sometimes referred to jointly as the "Corporate Defendants."

6. Upon information and belief, Defendant Todd Sackett is an owner of the Corporate Defendants and controls all operations of the Corporate Defendants, and is a resident of Mentor, Lake County, Ohio.

7. Upon information and belief, Defendant Constance Sackett a.k.a. Connie Sackett, is a Vice President of Defendant FareTec and/or Responder Products, who is responsible for International Sales & Export, and is a resident of Mentor, Lake County, Ohio.

8. Upon information and belief, Defendant Lee Sackett is a Sales Manager for Defendant FareTec and/or Responder Products, and is a resident of Cleveland, Cuyahoga County, Ohio.

9. Defendants Todd Sackett, Connie Sackett, and Lee Sackett are jointly referred to as the “Individual Defendants.”

10. The Individual Defendants direct and control all purchasing, sales, and business decisions of the Corporate Defendants, including without limitation, in relation to the marketing, negotiating, and purchase order between the Corporate Defendants and Paramedica. The Individual Defendants have controlled and directed entirely the fraudulent actions, conspiracy, and other illegal actions of the Corporate Defendants against Paramedica that are further described in this Complaint. The Individual Defendants exercised control over the Corporate Defendants so completely that the Corporate Defendants had no separate mind, will, or existence of their own.

#### **JURISDICTION & VENUE**

11. Jurisdiction is conferred to this Court pursuant to 28 U.S.C. § 1332. Paramedica is a citizen of a foreign state. Defendants are all citizens of the State of Ohio, with the Corporate Defendants being corporate citizens of the state of Ohio and having their principal place of business located in Ohio, and the Individual Defendants being residents of the state of Ohio. The matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs.

12. Venue is appropriate in this District pursuant to 28 U.S.C. § 1391(b)(1), as all Defendants reside in this District.

#### **FACTUAL BACKGROUND**

13. On April 15, 2020, Paramedica, through its agent and representative, inquired with Defendants about their offer to provide PPE products to Paramedica. The PPE products at issue consisted of suit-and-boots sets, which for the purpose of this Complaint are jointly referred to as “TTK brand PPE suits.”

14. In its initial inquiry and through further discussions, Paramedica expressed that it is only interested in PPE products that comply with the European Union (“EU”) norms.

15. On April 15, 2020, Defendant Lee Sackett, represented to Paramedica that TTK brand PPE suits offered by Defendants, were in compliance with the EU standard EN14126:2003. (See email dated April 15, 2020, at 8:37 AM, attached to this Complaint as **Exhibit A**.<sup>1</sup>)

16. In reliance on Lee Sackett’s material representations, Paramedica placed an order for 10,000 units of TTK brand PPE suits and prepaid full price for the products and shipping, in the total amount of \$280,000.00. (See **Exhibits B** and **C**.)

17. As Paramedica made clear in its initial inquiry and through further discussions, the requirement that the offered PPE products comply with the EU norms was a crucial requirement and a material term of the contract for purchase of PPE. (See **Exhibit A** at p. 2 (email dated Apr. 15, 2020 at 4:35 AM), and at p. 1 (email dated Apr. 15, 2020 at 8:13 AM).) PPE products that do not comply with EU norms are not allowed to enter any EU country.

18. After Defendants received the prepayment, they began claiming delays in shipment, failed to respond to, or were repeatedly delayed in responding to, Paramedica’s inquiries regarding shipment and failed to provide proper documentation of claimed compliance with the EU standard EN14126:2003.

19. Eventually, it became apparent that the April 15, 2020 representations that TTK brand PPE suits complied with EN 14126:2003 and thus, met the EU standard for protection against COVID-19, could not have been true. In order to claim compliance with this regulation,

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<sup>1</sup> Due to the time zone differences, the attached email exhibits display timestamps inconsistently, sometimes showing Poland’s time zone (GMT+2), other times displaying the US Eastern Standard Time zone (GMT-4). (Compare exhibit B (Apr. 16, 2020 email from Connie Sackett at 1:07 PM) with Exhibit C at the bottom of p. 1 (displaying the same email from Connie Sackett, with a timestamp of 7:07 PM).) This inconsistency does not create ambiguity and the actual times of communications can be easily determined, as there is a six-hour difference between the two countries.

PPE equipment has to undergo required testing by an accredited Notified Body. An accredited Notified Body is the only proper authority that can certify that the product complies with the EN 14126:2003 classification. Certifications of compliance made by anyone other than an accredited Notified Body are fraudulent. Likewise, claims of compliance without the required testing and certification by an accredited Notified Body are fraudulent. As was later revealed, TTK brand PPE suits offered by the Corporate Defendants did not undergo testing by an accredited Notified Body and did not have the proper certification of compliance with the EN 14126:2003 classification when Lee Sackett made his April 15, 2020 representations to Paramedica.

20. Despite Defendants' knowledge that TTK brand PPE suits failed to comply with EU standard EN14126:2003, they shipped the nonconforming goods to Poland, for receipt by Paramedica.

21. Due to Defendants' products' failure to comply and document compliance with the EN 14126:2003 classification standards, the goods could not enter Poland when they reached its borders on or about May 11, 2020. The goods were stopped at the Polish border and placed in a holding facility, where they remain to this day, incurring storage charges and other costs for which the Polish authorities hold Paramedica responsible.

22. Following the discovery by Paramedica of the initial misrepresentations regarding TTK brand PPE suits noncompliance with EU standard EN14126:2003, Defendants continued their fraudulent acts and attempted to conceal the initial misrepresentations, by among others:

A. Knowingly providing various false and/or incorrect and/or draft documents to Paramedica, some of which purported to be the required certifications and declarations of conformity with EU regulations, which nevertheless

were not issued by an accredited Notified Body (*see, e.g., Exhibits D, E, F, G, H, I, J*);

- B. Representing that other European authorities accepted the noncomplying TTK brand PPE suits and suggesting that Paramedica engage in various improper actions to pressure the Polish authorities to accept the noncomplying goods despite their lack of documented compliance (**Exhibit I and J**).

23. By June 22, 2020, Paramedica discovered multiple deficiencies in the claimed testing and certificates of the TTK brand PPE suits provided by Defendants and demanded that Defendants provide proper evidence of the claimed compliance. (*See, e.g., Exhibit K.*)

24. In his June 24, 2020 email, Lee Sackett admitted that testing for this classification standard *was still pending*. (*See Exhibit L.*) By making this admission *over two months after the order date*, Lee Sackett not only admitted that the PPE products sold to Paramedica did not have the promised classification and did not satisfy the EU standard EN14126:2003 at the time when the April 15, 2020 representations were made; he admitted that Defendants authorized shipment to the EU country, all-the-while they knew, or had a reason to know that the documentation necessary for the goods to enter Poland was not available. By doing so, Defendants intentionally, and/or recklessly, and/or negligently subjected Paramedica to additional fees and costs for dealing with Polish customs authorities, including storage fees for the holding facility at the Polish border.

25. As of the date of this Complaint, the PPE products ordered by Paramedica on April 17, 2020, and fully prepaid, have not entered Poland, and are still being held by the customs authorities, incurring storage fees and causing additional damages to Paramedica.

26. Paramedica's attempts to communicate with Defendants, demands for refund, demands for acceptance of the return of the goods to Defendants, demands for mutual resolution, and other attempts to resolve the conflict remain unanswered.

**COUNT ONE—BREACH OF CONTRACT**

27. Paramedica restates and incorporates each of the preceding paragraphs as if fully set forth herein.

28. The Defendants' series of emails on April 15, 2020, and April 16, 2020, together with the attached Pro-Forma (**Exhibits A and B**) constitute an Offer for sale of 10,000 TTK brand PPE suits that comply with EU standard EN14126:2003, with a ship date of April 25, 2020. The offer was made on behalf of Corporate Defendants, by and through their agents.

29. Paramedica accepted the Corporate Defendants' Offer through its April 17, 2020 Purchase Order made in reliance on this Offer, with a contracted-for ship date of April 25, 2020, and delivery date of April 30, 2020 (*see Exhibit C*).

30. The Corporate Defendants' Offer together with Paramedica's Purchase Order (**Exhibits A through C**), constitute a binding and enforceable contract between Paramedica and the Corporate Defendants, the express and implied terms of which required the Corporate Defendants to, among others:

- A. Ship 10,000 TTK brand PPE suits that comply with EU standard EN14126:2003 to Paramedica;
- B. Ship the goods on April 25, 2020;
- C. Deliver the goods by April 30, 2020;

- D. Provide proper documentation of compliance with EU standard EN14126:2003 to Paramedica and/or include the documentation with the goods so that they can be custom cleared in an EU country;
- E. Provide goods that are merchantable in Europe in compliance with EU standard EN14126:2003;
- F. Provide PPE suits that would be fit for the particular purpose of being used as PPE equipment against COVID-19 in Europe; and
- G. Deal in good faith and fair dealing in the contract's performance and enforcement.

31. Paramedica has fully performed all of its obligations under the contract, including without limitation, by making a payment of \$280,000 to the Corporate Defendants for the goods and shipment of the 10,000 TTK brand PPE suits. (**Exhibit C**).

32. The Corporate Defendants have breached the contract by, among others:

- A. Failing to ship 10,000 TTK brand PPE suits that comply with EU standard EN14126:2003;
- B. Failing to ship the goods on April 25, 2020, and/or to timely communicate about the delays in shipment;
- C. Failing to deliver the goods to Paramedica by April 30, 2020, and/or to timely communicate about the delays in delivery;
- D. Failing to provide proper documentation of compliance with EU standard EN14126:2003 to Paramedica;
- E. Failing to provide goods that are merchantable in Europe in compliance with EU standard EN14126:2003;

- F. Failing to provide PPE suits that would be fit for the particular purpose of being used as PPE equipment against COVID-19 in Europe;
- G. Failing to cure the deficiency within a reasonable time;
- H. Failing to act in accordance with good faith and fair dealing to remedy the breaches and ignoring Paramedica's communications regarding the same;
- I. Failing to assist in mitigation of damages;
- J. Refusing, without justification, to refund prepayment upon request and to accept the return of nonconforming goods; and
- K. Otherwise failing to deal in good faith and fair dealing in the contract's performance and enforcement.

33. As a direct and proximate result of the Corporate Defendants' breach of contract described above, Paramedica has been damaged in an amount to be proven at trial. This amount includes, but is not limited to \$280,000.00 in funds transferred to the Corporate Defendants for goods that were never delivered; charges to keep the nonconforming goods in a bonded warehouse; loss of profit that Paramedica expected to make on the sale of EU-compliant PPE suits; business interruption; lost income from the lack of cash flow/loss-of-use damages; attorney fees, costs, and additional expense incurred while attempting to resolve the issues and remedy the Corporate Defendants' breaches. These damages continue to increase, as charges for continued storage or eventual destruction of the product are added to Paramedica's damages.

34. The Individual Defendants are liable for the Corporate Defendants' breaches by virtue of their actions as alter-egos of the Corporate Defendants.

**COUNT TWO—BREACH OF EXPRESS WARRANTY**  
**U.C.C. § 2-313 (R.C. § 1302.26)**

35. Paramedica restates and incorporates each of the preceding paragraphs as if fully set forth herein.

36. Corporate Defendants are merchants, as defined by U.C.C. § 2-104, and as codified by R.C. § 1302.01(A)(5).

37. Paramedica is a buyer and customer of the Corporate Defendants, and the beneficiary of the warranties and other contractual terms supplied by the Corporate Defendants.

38. The parties entered into a binding and enforceable contract for the sale and purchase of goods, as defined by U.C.C. § 2-105, and as codified by R.C. § 1302.01(A).

39. Paramedica has substantially performed any and all obligations under the contract for the sale of goods.

40. As part of the contract for the sale of goods, Corporate Defendants made express warranties that the goods, namely the TTK brand PPE suits would be merchantable, free from defects, suitable for the purposes intended, and would conform to Paramedica's specifications.

41. Corporate Defendants materially breached their express warranties by supplying and/or delivering and/or selling goods, namely the TTK brand PPE suits, which were not merchantable or free from defects, were not suitable for the purposes intended, did not conform to Paramedica's specifications and/or did not comply with EU standard EN14126:2003, as specified in the Purchase Order (**Exhibit C**).

42. Corporate Defendants also breached their express warranties by failing to reimburse Paramedica for all damages incurred as a result of Corporate Defendants' supply and/or delivery and/or sale of goods, namely TTK brand PPE suits, that were not merchantable or free from defects, not suitable for the purposes intended, and/or non-conforming to the specifications,

including without limitation, \$280,000.00 in funds transferred to the Corporate Defendants; charges to keep the nonconforming goods in a bonded warehouse; lost revenues, lost profits, and alternate product supply.

43. The Corporate Defendants' wrongful breaches of their express warranties were material, and directly and proximately caused Paramedica to incur significant damages as described above.

44. As a direct and proximate result of Corporate Defendants' breaches of their express warranties, Paramedica is entitled to recover all of its damages, including consequential and incidental damages, lost profits, costs, and reasonable attorneys' fees, in an amount to be proven at trial, but in excess of \$75,000.00.

45. The Individual Defendants are liable for the Corporate Defendants' breaches by virtue of their actions as alter-egos of the Corporate Defendants.

**COUNT THREE—BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**(U.C.C. § 2-314 (R.C. § 1302.27))**

46. Paramedica restates and incorporates each of the preceding paragraphs as if fully set forth herein.

47. As part of the contract for the sale of goods, an implied warranty was made by Corporate Defendants that the goods would be merchantable, as defined by U.C.C. § 2-104(2)(a)-(f), and as codified by R.C. § 1302.27(B)(1)-(6).

48. Paramedica has substantially performed any and all obligations under the contract for the sale of goods.

49. Corporate Defendants materially breached the implied warranty of merchantability by supplying and/or delivering and/or selling goods, namely the TTK brand PPE suits that: (a) were not merchantable and would not pass without objection in the trade; (b) were not fit for the

ordinary purposes for which the goods are used; and/or (c) did not run within the variations permitted by the contract for the sale of goods; and/or (d) were not adequately contained, packaged, and labeled as the contract required; and/or did not conform to the promises or affirmations of fact made on the container or label provided. Specifically, the TTK brand PPE suits did not comply with EU standard EN14126:2003, as specified in the Purchase Order (**Exhibit C**), and that could not be used in an EU country as PPE equipment.

50. Corporate Defendants' wrongful breaches of the implied warranty of merchantability were material, and directly and proximately caused Paramedica to incur significant damages as described above.

51. As a direct and proximate result of the Corporate Defendants' wrongful breaches of the implied warranty of merchantability, Paramedica is entitled to recover all of its damages, including consequential and incidental damages, lost profits, costs, and reasonable attorneys' fees, in an amount to be proven at trial, but in excess of \$75,000.00.

52. The Individual Defendants are liable for the Corporate Defendants' breaches by virtue of their actions as alter-egos of the Corporate Defendants.

**COUNT FOUR—BREACH OF IMPLIED WARRANTY  
FITNESS FOR PARTICULAR PURPOSE—U.C.C. § 2-315 (R.C. § 1302.28);**

53. Paramedica restates and incorporates each of the preceding paragraphs as if fully set forth herein.

54. As part of the contract for the sale of goods, an implied warranty was made by Corporate Defendants that the goods would be fit for the particular purpose intended, as defined by U.C.C. § 2-315, and as codified by R.C. § 1302.28.

55. At the time of contracting, the Corporate Defendants knew or had reason to know of Paramedica's particular purpose for which the goods, namely the TTK Brand PPE suits, were required.

56. Paramedica has substantially performed any and all obligations under the contract for the sale of goods.

57. Paramedica relied on the Corporate Defendants' skill or judgment to select or furnish suitable goods, namely TTK Brand PPE suits that comply with EU standard EN14126:2003, as specified in the Purchase Order (**Exhibit C**).

58. Corporate Defendants materially breached the implied warranty of merchantability by supplying and/or delivering and/or selling goods, namely the TTK brand PPE suits that were not fit for the ordinary purposes for which the goods are used. Specifically, the TTK brand PPE suits did not comply with EU standard EN14126:2003, as specified in the Purchase Order (**Exhibit C**) and that could not be used in an EU country as PPE equipment.

59. Corporate Defendants' wrongful breaches of the implied warranty of fitness for particular purpose were material, and directly and proximately caused Paramedica to incur significant damages as described above.

60. As a direct and proximate result of the Corporate Defendants' wrongful breaches of the implied warranty of fitness for particular purpose, Paramedica is entitled to recover all of its damages, including consequential and incidental damages, lost profits, costs, and reasonable attorneys' fees, in an amount to be proven at trial, but in excess of \$75,000.00.

61. The Individual Defendants are liable for the Corporate Defendants' breaches by virtue of their actions as alter-egos of the Corporate Defendants.

**COUNT FIVE—PROMISSORY ESTOPPEL**

62. Paramedica restates and incorporates each of the preceding paragraphs as if fully set forth herein.

63. Defendants made clear and unambiguous promises as follows:

- A. That they would deliver 10,000 TTK brand PPE suits that comply with EU standard EN14126:2003 to Paramedica;
- B. That the goods would be shipped on April 25, 2020, for delivery by April 30, 2020.

64. Defendants knew that Paramedica would rely on the promises because of the express statements on behalf of Paramedica that compliance with the EU standard EN14126:2003 was a condition of Paramedica placing an order for the purchase of TTK brand PPE suits. Defendants further knew that time was of the essence because of the global pandemic, which necessitated urgent need for PPE suits in the world. Paramedica's reliance on the express promises by Defendants was thus foreseeable and reasonable.

65. Paramedica relied on Defendants' promises when it submitted its purchase order and made a pre-payment of \$280,000.00 to Defendants.

66. Paramedica was injured as a result of its reliance on Defendants' promises when Defendants failed to ship the goods in a timely manner and when the goods eventually shipped by Defendants failed to comply with the promises made by them.

67. As a direct and proximate result of the reliance on Defendants' promises, Paramedica has been damaged in an amount to be proven at trial. This amount includes, but is not limited to \$280,000.00 in funds transferred to FareTec for goods in compliance with EU standard EN14126:2003 that were never delivered; charges to keep the nonconforming goods in a bonded

warehouse; loss of profit that Paramedica expected to make on the sale of EU-compliant PPE suits; business interruption; lost income from the lack of cash flow/loss-of-use damages; attorney fees, costs, and additional expense incurred while attempting to resolve the issues and remedy Defendants' breaches and wrongdoings.. These damages continue to increase, as charges for continued storage or eventual destruction of the product are added to Paramedica's damages.

### **COUNT SIX—FRAUDULENT INDUCEMENT**

68. Paramedica restates and incorporates each of the preceding paragraphs as if fully set forth herein.

69. On April 15, 2020 at 1:59 PM and at 8:37 AM, and on April 16, 2020 at 11:55 AM, in a series of email communications to Paramedica, Lee Sackett, acting individually or on behalf of the Corporate Defendants and in concert with the remaining Individual Defendants, represented to Paramedica that TTK brand PPE suits complied with EU standard EN14126:2003. Copies of these emails are attached to this Complaint as **Exhibits A and B**.

70. Lee Sackett and/or all Defendants knew that compliance with EU standard EN14126:2003 was material to the transaction because Paramedica expressed in its April 15, 2020 emails that such compliance was a condition of placing the order.

71. Lee Sackett and/or all Defendants knew that the representations of compliance were false at the time they were made because in order to claim compliance with this regulation, PPE suits had to undergo required testing by an accredited Notified Body. An accredited Notified Body is the only proper authority that can certify that the product complies with the EN 14126:2003 classification. Claims of compliance without the required testing and certification by an accredited Notified Body are fraudulent. Likewise, certifications of compliance made by anyone other than an accredited Notified Body are fraudulent. Accordingly, Lee Sackett made these representations with knowledge of their falsity or with such utter disregard and recklessness as to whether they

were true that knowledge may be inferred and without the exercise of reasonable care in obtaining and communicating the information.

72. As was later revealed, TTK brand PPE suits offered by Defendants did not undergo testing by an accredited Notified Body and did not have the certification of compliance with the EN 14126:2003 classification when Lee Sackett made his April 15, 2020 representations to Paramedica. Indeed, in his June 24, 2020 email, Lee Sackett admitted that testing for this classification *was still pending*. (See **Exhibit L**.)

73. Upon information and belief, as of the date of this Complaint, the TTK brand PPE suits still do not have the required certification by an Accredited Notified Body.

74. Lee Sackett and/or all Defendants' representations of compliance with EU standard EN14126:2003 were made with the intent of misleading Paramedica into relying on them and with the intent of inducing Paramedica into placing an order for 10,000 TTK brand PPE suits and prepaying for the costs of the product and shipment.

75. In making the representations described above, Lee Sackett and/or all Defendants' acted maliciously, intentionally, and/or recklessly.

76. Paramedica reasonably relied on the misrepresentations described above when it placed an order for 10,000 TTK brand PPE suits and prepaid for the costs of the product and shipment.

77. Paramedica was injured as a result of its reliance on the misrepresentations described above when it submitted its purchase order and made a payment of \$280,000.00 to Defendants, and when it never received the goods that complied with the representations made by Lee Sackett and/or all Defendants. Paramedica's damages include, but are not limited to, \$280,000.00 in funds transferred to FareTec for goods in compliance with EU standard

EN14126:2003 that were never delivered; charges to keep the nonconforming goods in a bonded warehouse; loss of profit that Paramedica expected to make on the sale of EU-compliant PPE suits; business interruption; lost income from the lack of cash flow/loss-of-use damages; attorney fees, costs, and additional expense incurred while attempting to resolve the issues and remedy Defendants' breaches and wrongdoings. These damages continue to increase, as charges for continued storage or eventual destruction of the product are added to Paramedica's damages.

**COUNT SEVEN—FRAUD AND/OR NEGLIGENT MISREPRESENTATION**

78. Paramedica restates and incorporates each of the preceding paragraphs as if fully set forth herein.

79. Following the initial misrepresentations regarding TTK brand PPE suits being in compliance with EU standard EN14126:2003, and after the initial breach of contract and its warranties by failure to deliver the conforming goods on time, Defendants continued their fraudulent and/or negligent misrepresentations and attempted to conceal their initial misrepresentations, by among others, knowingly and intentionally, recklessly, and/or negligently providing various false and/or incorrect documents to Paramedica, some of which purported to be the required certifications and declarations of conformity with EU regulations, which nevertheless were not issued by an accredited Notified Body, and by continuing to represent that the goods shipped to Poland were in compliance with EU standard EN14126:2003.

80. Defendants' continued misrepresentations described above, were made in multiple email communications by Lee Sackett, Connie Sackett, and Todd Sackett, including:

- A. Email from Connie Sackett on May 2, 2020, at 12:52 PM, indicating that the goods have proper documentation and that despite the initial delay,

Paramedica would receive the complying goods, also attaching a false declaration of conformity (*see Exhibit D*);

- B. Email from Lee Sackett on May 4, 2020 at 11:01 AM, attaching a false declaration of conformity (*see Exhibit E*);
- C. Email from Lee Sackett on May 5, 2020 at 11:51 AM, attaching a false declaration of conformity (*see Exhibit F*);
- D. Email from Todd Sackett on May 6, 2020 at 10:31 AM, attaching a false declaration of conformity and representing that Defendants verified compliance and certification of compliance with the proper Notified Body (*see Exhibit G*);
- E. Emails from Lee Sackett on May 26, 2020 at 5:27 PM and on June 1, 2020, at 4:00 PM, making additional representations that the goods comply with the required EU norms and encouraging Paramedica to submit fraudulent certificates to the Polish authorities (*see Exhibit H*);
- F. Email from Lee Sackett on June 8, 2020 at 9:06 AM, attaching false and misleading certification documents and claiming compliance (*see Exhibit I*);
- G. Email from Lee Sackett on June 17, 2020 at 10:52 AM, attaching false and misleading certification documents (*see Exhibit J*).

81. Throughout all this time, Defendants continued to conceal that the required testing by an accredited Notified Body had not been conducted and represented to Paramedica that they were just working on obtaining proper documentation in accordance with already-conducted testing and existing classifications.

82. As was later revealed, TTK brand PPE suits offered by Defendants had not undergone testing by an accredited Notified Body when the representations were made and did not have the certification of compliance with the EN 14126:2003 classification when Defendants made the misrepresentations described above. Indeed, in his June 24, 2020 email, Lee Sackett admitted that testing for this classification *was still pending*. (See **Exhibit L**.)

83. Therefore, Defendants' repeated representations in May and June were made falsely and with knowledge of their falsity or with such utter disregard and recklessness as to whether they were true that knowledge may be inferred, or they were made without the exercise of reasonable care in obtaining and communicating the information.

84. Defendants' misrepresentations and concealments described above were made with the intent to induce Paramedica to accept the nonconforming goods when they reached the Polish borders, and to refrain from immediately rejecting the nonconforming goods upon their arrival at the Polish border.

85. In making the representations described above, Defendants' acted maliciously, intentionally, and/or recklessly.

86. Paramedica justifiably relied on Defendants' misrepresentations when it directed the Polish authorities to place the goods in a bonded warehouse and continued to wait for the promised certificates of conformity, which Defendants claimed existed, and which Defendants promised to deliver.

87. As a result of the additional misrepresentations and concealments described above, Paramedica incurred damages, including but not limited to \$280,000.00 in funds transferred to FareTec for goods in compliance with EU standard EN14126:2003 that were never delivered; charges to keep the nonconforming goods in a bonded warehouse; business interruption; lost

income from the lack of cash flow/loss-of-use damages; attorney fees, costs, and additional expense incurred while attempting to resolve the issues and remedy Defendants' breaches and wrongdoings. These damages continue to increase, as charges for continued storage or eventual destruction of the product are added to Paramedica's damages.

**COUNT EIGHT—CIVIL CONSPIRACY**

88. Paramedica restates and incorporates each of the preceding paragraphs as if fully set forth herein.

89. The Individual Defendants acted in concert with one another, and with the Corporate Defendants, in their individual capacities, and/or in their capacities as employees of the Corporate Defendants, and/or in their capacities as corporate representatives, when they made multiple representations and supported each other's misrepresentations, as described above, to induce Paramedica to order goods from the Corporate Defendants and to later conceal their wrongdoing to avoid both corporate and individual liability.

90. Defendants authorized shipment to the EU country, all-the-while they knew, or had a reason to know that the classification required to enter Poland was not available. By doing so, Defendants intentionally or recklessly subjected Paramedica to additional fees and costs for dealing with Polish customs authorities, including storage fees for the holding facility at the Polish border.

91. In addition to the breaches and misrepresentations described above, other examples of Defendants' wrongful actions during the last 12 months, as documented in the email communications between the parties, include:

- A. Making last-minute changes in price (*see* April 16, 2020 1:11 PM email from Lee Sackett included on page 3 of **Exhibit B**);

- B. Demanding full payment up-front (*see Exhibit B*);
- C. Requesting that the buyer wire non-refundable funds before shipment and send the seller proof of payment (*see Exhibit B*);
- D. Failure to communicate with the buyer by not returning telephone calls or emails (*see Exhibit M* (evidencing multiple instances of attempts of contact and follow up to unanswered emails, in which Paramedica attempted to resolve and remedy Defendants' failure to deliver goods in accordance with the contract)).

92. These actions have been recognized by US authorities as typical examples of actions undertaken by companies engaging in PPE fraud during the COVID-19 pandemic.

93. The full scope of Defendants' wrongdoing is still being investigated and Paramedica has a reason to believe that it involves international wire fraud and additional international violations related to sending fraudulent CE Certificates and Declarations of Conformity to Poland and other EU countries.

94. Moreover, Defendants' admissions that they sent false documents and non-complying products to other European Union countries, give reason to believe that Defendants (acting in concert with TTK and other organizations) violated the Racketeering Influenced and Corrupt Organizations Act ("RICO"), which imposes liability on persons "engaged in . . . a pattern of racketeering activity." 18 U.S.C. Section 1962(d) of the Act extends liability to individuals who conspire to violate RICO, entitling Paramedica to threefold damages and attorney fees under 18 U.S.C.A. § 1964(c).

95. Defendants' actions caused significant damages to Paramedica, and their refusal to remedy the wrongs, or help in mitigating Paramedica's losses, not only evidences bad faith but

raises a presumption that Defendants' actions were intentional and malicious and, a pattern of large-scale fraudulent activity recognized in the US as PPE fraud.

96. As a result of the conspiracy and wrongful actions described above, Paramedica incurred damages, including but not limited to \$280,000.00 in funds transferred to FareTec for goods in compliance with EU standard EN14126:2003 that were never delivered; charges to keep the nonconforming goods in a bonded warehouse; business interruption; lost income from the lack of cash flow/loss-of-use damages; attorney fees, costs, and additional expense incurred while attempting to resolve the issues and remedy Defendants' breaches and wrongdoings. These damages continue to increase, as charges for continued storage or eventual destruction of the product are added to Paramedica's damages.

**COUNT NINE—UNJUST ENRICHMENT/QUANTUM MERUIT**

97. Paramedica restates and incorporates each of the preceding paragraphs as if fully set forth herein.

98. Paramedica conferred a benefit on Defendants when it conveyed the payment of \$280,000.00 for the promised delivery of 10,000 TTK brand PPE suits that comply with EU standard EN14126:2003.

99. As a result of receiving the payment and retaining the funds without providing conforming goods to Paramedica Defendants have been unjustly enriched.

100. It would be unjust to permit Defendants to retain the funds paid by Paramedica after Defendants engaged in fraudulent, wrongful, and illegal acts as described in this Complaint.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, Paramedica Polska Sp. Z o.o. Sp.k. (“Paramedica”), demands judgment against Defendants, FareTec, Inc., Responder Products Inc., Todd Sackett, Constance (Connie) Sackett, and Lee Sackett, jointly and severally, as follows:

- A. That Paramedica be awarded actual and compensatory damages in an amount to be determined at trial and in excess of \$280,000.00, exclusive of interest and costs for funds transferred to FareTec for goods in compliance with EU standard EN14126:2003 that were never delivered; charges to keep the nonconforming goods in a bonded warehouse; business interruption; lost income from the lack of cash flow/loss-of-use damages, and for continued storage or eventual destruction of the nonconforming products;
- B. That Paramedica be awarded punitive damages based on Defendants’ willful, intentional, malicious, and/or reckless acts;
- C. That Paramedica be awarded attorneys’ fees and costs incurred in bringing this action;
- D. That Paramedica be awarded pre- and post-judgment interest at the highest statutory rate; and
- E. That Paramedica be awarded such further relief against Defendants, as the law may require or allow.

Respectfully submitted,

/s/ Lidia B. Ebersole

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*Attorney for Plaintiff Paramedica Polska Sp.  
Z. o.o. Sp. k.*

**JURY DEMAND**

Pursuant to Fed.R.Civ.P. 38, Plaintiff Paramedica Polska Sp. Z. o.o. Sp. K. hereby demands  
a trial by jury on all issues so triable.

*/s/ Lidia B. Ebersole*

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Lidia B. Ebersole (90509)