



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

DISTRICT COURT
FILED

DEC 14 2021

DON NEWBERRY Court Clerk
STATE OF OKLAHOMA TULSA COUNTY

RYAN McKENNA,)
)
Plaintiff,)

VS.)

CASE NO.

ECO ALLIANCE GROUP, LLC., An Oklahoma)
Limited Liability Company,)

CJ-2021-03556

PPFMKT, LLC, An Oklahoma Limited)
Liability Company,)

Felecia Froe, an Individual,)

James R. Bloom, a/k/a Jim Bloom,)
an Individual,)

William James, an Individual,)

Aaron Johnson, an Individual,)

Ross Shively, an Individual, and)

Richa Patel, an Individual,)

Defendants.)

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PETITION FOR DAMAGES

COMES NOW Ryan McKenna, by and through their attorney of record, Roger W. Holder, of Nichols and Holder, PLLC, and submit his *Petition for Damages* herein against **Eco Alliance Group, LLC**, an Oklahoma Limited Liability Company, **PPFMKT, LLC**, an Oklahoma Limited Liability Company, **Felecia Froe**, an individual, **James R. Bloom**, a/k/a Jim Bloom, an individual, **William James**, an individual, **Aaron Johnson**, an individual, **Ross Shively**, an individual, and **Richa Patel**, an individual. In support of said *Petition for Damages*, the Plaintiff state as follows, to wit:

1. Plaintiff, Ryan McKenna, has been a resident of the State of Oklahoma for six months and a resident of Tulsa County for thirty days next preceding the filing of his *Petition for Damages* herein.
2. Eco Alliance Group, LLC, is an Oklahoma limited liability company duly registered with the Oklahoma Secretary of State to lawfully conduct business in the State of Oklahoma.
3. Eco Alliance Group, LLC, has its principal place of business in Tulsa County, state of Oklahoma, and has actively conducted business within Tulsa County and has ongoing operations in Tulsa County.
4. PPFMKT, LLC, is an Oklahoma limited liability company duly registered with the Oklahoma Secretary of State to lawfully conduct business in the State of Oklahoma.
5. PPFMKT, LLC, has its principal place of business in Tulsa County, state of Oklahoma, and has actively conducted business within Tulsa County and has ongoing operations in Tulsa County.
6. Felecia Froe is Member of Eco Alliance Group, LLC, and PPFMKT, LLC, and has actively participated in the operation of both entities in Tulsa County.
7. James R. Bloom, a/k/a Jim Bloom is Member of Eco Alliance Group, LLC, and PPFMKT, LLC, and has actively participated in the operation of both entities in Tulsa County.
8. William James is Member of Eco Alliance Group, LLC, and PPFMKT, LLC, and has actively participated in the operation of both entities in Tulsa County.

9. Aaron Jones is Member of Eco Alliance Group, LLC, and PPFMKT, LLC, and has actively participated in the operation of both entities in Tulsa County.
10. Ross Shively is Member of Eco Alliance Group, LLC, and PPFMKT, LLC, and has actively participated in the operation of both entities in Tulsa County.
11. Felicia Froe is Member of Eco Alliance Group, LLC, and PPFMKT, LLC, and has actively participated in the operation of both entities in Tulsa County.
12. Richa Patel is Member of Eco Alliance Group, LLC, and PPFMKT, LLC, and has actively participated in the operation of both entities in Tulsa County.
13. Jurisdiction and Venue are proper with this Court as the Plaintiff and the Defendants have engaged in business operations in Tulsa County with a principal place of business therein subjecting themselves to the jurisdiction of this Court.
14. Plaintiff, Ryan McKenna, is an active Member of Eco Alliance Group, LLC, and has been a member thereof since the formation of said company and as such has contributed money and/or resources for use of the company. As such, he is entitled to all rights, titles, benefits and payments provided to other similarly situated members.
15. Plaintiff, Ryan McKenna, is an active Member of PPFMKT, LLC, and has been a member thereof since the formation of said company. and as such has contributed money and/or resources for use of the company. As such, he is entitled to all rights, titles, benefits and payments provided to other similarly situated members.

16. Both Eco Alliance Group, LLC and PPFMKT, LLC, are active, ongoing business entities and neither has been dissolved, filed bankruptcy, placed in receivership or wound up pursuant to respective applicable statute.
17. Eco Alliance Group, LLC, and PPFMKT, LLC, are comprised of the same Members with the same or substantially similar respective ownership interest in which resources are shared and comingled.
18. On or about the 28th day of June, 2020, Defendant Felecia Froe executed a *Payment Plan Agreement* on behalf of Eco Alliance Group, LLC, as Managing Member thereof. Said agreement was a repayment plan to reimburse member Ryan McKenna for funds he loaned or disbursed to Eco Alliance Group, LLC, to pay expenses. Said agreement was for the repayment of the acknowledged amount owed to Ryan McKenna of \$78,855.25 in twelve (12) equal monthly installments with the first payment being due less than thirty days after execution of said agreement. (See Attachment A hereto for reference.)
19. Said Agreement further states that if any payment is not made within ten (10) days of the respective due date, Eco Alliance Group, LLC, shall be in default and the entire amount remaining unpaid shall become immediately due and owing.
20. Eco Alliance Group, LLC, did not make any payment in any amount pursuant to the agreement including the first payment due less than thirty days after the signing of said agreement.
21. Plaintiff is entitled to a Judgment for the balance of the Agreement together with any and all related fees.

22. By information and belief, Eco Alliance Group, LLC, never intended to pay any payments pursuant to the agreement as evidence by its refusal to pay any payment including the payment due less than thirty (30) days immediately after the execution thereof.
23. By information and belief, Defendant Felecia Froe committed fraud in the inducement wherein she induced the Plaintiff to enter into said agreement with no intent to act in good faith thereunder.
24. Member Ryan McKenna has not received any notice as to any actions or business dealings of Eco Alliance Group, LLC or PPFMKT, LLC, since the promissory note was executed and/or default occurred.
25. By information and belief, all other Members of both Eco Alliance Group, LLC and PPFMKT, LLC have received notices and communications regarding ongoing business dealings of Eco Alliance Group, LLC, and PPFMKT, LLC, respectively.
26. Member Ryan McKenna has not received any distribution under the terms of the respective operating agreements of Eco Alliance Group, LLC, and PPFMKT, LLC since the promissory note was executed and/or default occurred.
27. By information and belief, all other Members of both Eco Alliance Group, LLC, and PPFMKT, LLC may have received distributions pursuant to the operating agreement.
28. Defendant James R. Bloom succeeded Felicia Froe as Managing Member of Eco Alliance Group, LLC and, by information and belief, of PPFMKT, LLC.

29. Defendant James R. Bloom has breached his fiduciary duties as Managing Member and/or Member of both Eco Alliance Group, LLC, and PPFMKT, LLC by intentionally and deliberately acting contrary to the respective operating agreements. In part, Defendant James Bloom has deliberately excluded Member Ryan McKenna from all business activity, notices of business activity, notices of meetings, and distributions from both Eco Alliance Group, LLC and PPFMKT, LLC. Said conduct is and has been intentional, malicious and in bad faith.
30. Defendants Felecia Froe, William James, Aaron Johnson, Ross Shively and Richa Patel, have knowingly and maliciously participated in the exclusion of Ryan McKenna from his rights to participate in Eco Alliance Group, LLC and PPFMKT, LLC, in breach of their fiduciary duties as Members thereof. Said conduct is contrary to the basic business judgment rule as applied to directors and officers of a corporation.
31. Member Ryan McKenna provided funds to Eco Alliance Group, LLC and to PPFMKT, LLC, to pay for expenses of both entities. Defendants Eco Alliance Group, LLC and PPFMKT have breached the "Payment Plan Agreement" entered into on the 28th day of June, 2020 and the Plaintiff herein is entitled to a judgment against both Defendants, Eco Alliance Group, LLC and PPFMKT, LLC along with any other business entity in which said funds were comingled controlled by the same or similar Members.
32. Defendants Felecia Froe, James R. Bloom, William James, Aaron Johnson, Ross Shively and Richa Patel have violated the provisions of the Oklahoma

Limited Liability Company Act, 18 O.S. 2000, et seq. As such, Each Defendant should be individually and jointly liable for the subject promissory note and the breach thereof.

33. Defendants Felecia Froe, James R. Bloom, William James, Aaron Johnson, Ross Shively and Richa Patel, through their actions or inactions, have acted outside the scope of their duties as Members and/or Managing Members of Eco Alliance Group, LLC and PPFMKT, LLC and, therefore, are individually liable for their actions and actions or inactions and should not be afforded the protections of a limited liability company for actions of Members and/or Managers acting within the scope of their roles as Members. As such, Each Defendant should be individually and jointly liable for the subject promissory note and the breach thereof.

34. Defendants Felecia Froe, James R. Bloom, William James, Aaron Johnson, Ross Shively and Richa Patel, through their deliberate and malicious actions or inactions toward Member Ryan McKenna, have intentionally inflicted emotional distress upon Member Ryan McKenna. Member Ryan McKenna is entitled to a judgment against each Member, individually, for his/her intentional tortious conduct.

35. The Defendants reserve the right to add additional parties as discovery reveals actions and identities of additional parties that participated with the Defendants in the alleged improper conduct.

36. The actions of the Defendants, as Members and Individually, described herein were unfair, deceptive and contrary to the public policy of the State of Oklahoma.

37. The Plaintiff herein sustained damages including loss of property, loss of income, impairment to daily living, emotional distress, mental anguish, sleeplessness, inconvenience, frustration, worry, humiliation, anger, distress of being lied to and cheated.
38. Without limiting the available theories of relief, Defendants' acts and omissions constitute negligence, fraud, deceit, conversion, and intentional infliction of emotional distress.
39. The actions of the Defendants, jointly and individually, rise to the level set forth in 23 O.S. 9.1 entitling the Plaintiff to an award of punitive damages.

WHEREFORE, Plaintiff respectfully pray for judgment against Defendants, in the amount of the subject note in the amount of **\$78,855.25** plus damages in excess of **\$75,000** including:

- A. Actual damages;
- B. Punitive damages;
- C. Attorneys' fees;
- D. Interest and costs; and,
- E. All other relief as may be proper and just.

Respectfully submitted,



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Rule 4(C) VERIFICATION

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)


The undersigned being of lawful age and having been first duly sworn, deposes and states pursuant to Rule 4c of the Rules for the District Courts of Oklahoma, that he is attorney for the party above named, and that the statements and averments above contained are consistent with and will be supported by the evidence at the time of trial.



Roger W. Holder, OBA #15625

SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, this
14th day of December 2021.

[SEAL]



Notary Public