

# Exhibit 1

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

WYNNMED INC.,

Plaintiff,

-against-

DRE HEALTH CORPORATION,

Defendant.

Index No. \_\_\_\_\_

Date Purchased: \_\_\_\_\_

**SUMMONS**

TO: DRE HEALTH CORPORATION  
1301 Oak Street, Suite 210  
Kansas City, Missouri 64106

Registered Agents Inc.  
117 South Lexington Street Suite 100  
Harrisonville, MO 64701

Registered Agents Inc.  
911 Washington Avenue Suite 501  
St. Louis, MO 63101-1272

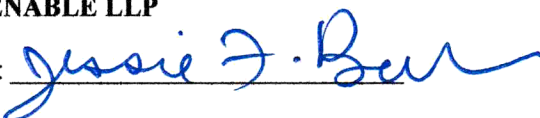
**YOU ARE HEREBY SUMMONED** and required to serve upon the undersigned attorneys for Plaintiff WynnMed, Inc. an answer to the complaint in this action within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York.

**YOU ARE HEREBY NOTIFIED THAT** should you fail to answer, a judgment will be entered against you by default for the relief demanded in the complaint.

Plaintiff designates Kings County as the place of trial. Pursuant to CPLR § 503, venue is proper pursuant because Plaintiff's principal office is located in King's County and a substantial part of the events giving rise to the claim occurred in Kings County.

Dated: New York, New York  
March 25, 2021

**VENABLE LLP**

By: 

Rockefeller Center  
1270 Avenue of the Americas, 24th Floor  
New York, New York 10104  
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Fax: (212) 307-5598  
*Attorneys for Plaintiff WynnMed Inc.*

SUPREME COURT OF THE STATE OF NEW YORK  
KINGS COUNTY

<p>WYNNMED INC.,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">-against-</p> <p>DRE HEALTH CORPORATION,</p> <p style="text-align: right;">Defendant.</p>
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Index No.:

**COMPLAINT**

Plaintiff WynnMed Inc. (“WynnMed,” or “Plaintiff”), by and through its undersigned counsel, Venable LLP, as and for its complaint against defendant DRE Health Corporation (“DRE,” or “Defendant”), alleges as follows:

1. This is an action for conversion, breach of contract and unjust enrichment. DRE is holding on to nearly \$6 million that WynnMed paid in advance for a delivery of personal protective equipment (“PPE”). DRE refuses to return that money, or in the alternative to provide WynnMed with the PPE it purchased and reimbursement for the monetary damages WynnMed has suffered. DRE has no justification for retaining WynnMed’s money, and has left WynnMed with no choice but to file this lawsuit.

**THE PARTIES**

2. Plaintiff WynnMed is a corporation organized and existing under the laws of the State of New York with its principal place of business at 240 52<sup>nd</sup> Street, Brooklyn, New York 11220.

3. Upon information and belief, defendant DRE is a corporation organized and existing under the laws of the State of Missouri, with its principal place of business at 1301 Oak Street, Suite 210, Kansas City, Missouri 64106.

### JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this action pursuant to Section 301 of the New York Civil Practice Law and Rules (“CPLR”).

5. This Court has personal jurisdiction over defendant DRE because, among other things: (a) DRE transacted business within the State of New York with WynnMed, a New York corporation, to sell goods to WynnMed; and (b) DRE committed tortious acts causing injury to WynnMed within the State of New York, and upon information and belief, DRE does and solicits business, engages in other persistent courses of conduct, and derives substantial revenue from goods and services provided in the State of New York, and WynnMed’s causes of action alleged in this Complaint arose from these acts.

6. Venue is proper in this County pursuant to CPLR 503(a) in that WynnMed’s principal office is located in Kings County, and a substantial part of the events giving rise to the claim occurred in Kings County.

### FACTS

7. WynnMed is a medical supply company. Among other things, WynnMed purchases PPE, such as face masks and vinyl gloves, in mass quantities from third party wholesalers, and then resells the PPE to hospitals, clinics and other customers. PPE is a crucial element of the fight against the spread of COVID-19 in the United States and around the world, and time is of the essence in supplying it.

8. On or about January 21, 2021, WynnMed entered into an agreement with DRE for the purchase of over 200 million vinyl gloves for immediate delivery by sea to WynnMed at the Ports of Los Angeles and Long Beach, California (the “Agreement”). A true and correct copy of the Agreement is attached hereto as Exhibit A. A true and correct copy of the purchase order

issued by WynnMed is attached hereto as Exhibit B.

9. The terms of the Agreement were that WynnMed would purchase 60 shipping containers of vinyl gloves from DRE. Each shipping container would contain 3,600 cases of vinyl gloves, and each case would contain 1,000 gloves. WynnMed agreed to buy, and DRE agreed to sell, the 60 shipping containers of vinyl gloves at a price of \$56.77 per case, for a total contract value of \$12,262,320.00. The payment terms were that WynnMed would immediately pay a 30% deposit for all 60 containers (\$3,678,696.00), another 60% of the purchase price when DRE provided WynnMed with the container number of a container, and the remaining 10% on delivery of the product to WynnMed at its warehouse. Time being of the essence, in the Agreement DRE provided a delivery schedule (as shown below) whereby DRE “CONFIRMED” that all of the containers would arrive in the United States by February 28, 2021.

the DRE Health Corporation		DRE +health			
Status	ETA	POD	Container #	FCL QTY	
ARRIVING	1/24	LA	CMAU5118074	1.00	
Sailed	1/31	LA	MATU2690127 FCIU8871940 MATU2698832 TRHU5280222 MATU2266124 MATU2334701 BMOU6451718 APHU6623494 --- NEW --- FCLU9403444 TCLU8010739 TRHU5285543 TCNU3106413 FCIU9009122 MATU2619638	14.00	
CONFIRMED	2/7	LA	TBD	5.00	
CONFIRMED	2/14	LA	TBD	7.00	
CONFIRMED	2/21	LA	TBD	16.00	
CONFIRMED	2/28	LA	TBD	17.00	
DRE + WM/TM TRUST.			<b>TOTAL</b>	<b>60.00</b>	

10. At that time (January of 2021) \$56.77 per case was the approximate wholesale

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