

FILED IN THE DISTRICT COURT
ROGERS COUNTY OKLAHOMA

**IN THE DISTRICT COURT OF ROGERS COUNTY
STATE OF OKLAHOMA**

JUL 08 2025

KEVIN A. EASLEY, SR., an individual)
resident of Oklahoma,)

Plaintiff,)

v.)

OKLAHOMA TURNPIKE AUTHORITY,)
an instrumentality of the State of Oklahoma;)
and OKLAHOMA DEPARTMENT OF)
TRANSPORTATION, an agency of the)
State of Oklahoma, and its governing body,)
the OKLAHOMA TRANSPORTATION)
COMMISSION,)

Defendants.)

CATHI EDWARDS, COURT CLERK

DEPUTY

Case No. CG-2025-357

PETITION

COMES NOW the Plaintiff, Kevin A. Easley, Sr. ("Plaintiff"), for his claims and causes of action against the Defendants, the Oklahoma Turnpike Authority ("OTA"), and the Oklahoma Department of Transportation and its governing body, the Oklahoma Transportation Commission (collectively, "ODOT")(with OTA, collectively, "Defendants"), and alleges and states the following:

I. Introduction

1.01. "In order to avoid the expenditure of funds for the currently planned construction of four lanes parallel to the Will Rogers Turnpike near Claremore, the Oklahoma Transportation Commission shall enter into a lease with the Oklahoma [Turnpike] Authority for the Transportation Commission to lease, on an annual basis, that part of the Will Rogers Turnpike also known as Interstate Highway 44, from its beginning near the interchange with U.S. Highway 412

and State Highway 66 at Catoosa and extending northeast to the current interchange with State Highway 20 south of Claremore.” 69 Okla. Stat. §2004(A) (emphasis added) (“Section 2004(A)).

1.02. Section 2004(A) was included in House Bill No. 2259 (“HB2259”), which was adopted in the House of Representatives by a vote of 99 ayes to 1 nay, and in the Senate by a vote of 45 ayes to 1 nay, and signed into law by then-Governor Frank Keating. Despite the overwhelming and bi-partisan support, OTA and ODOT ignored their statutory obligations, which this Court must now declare and enforce.

1.03. Section 2004(A) commands the Oklahoma Transportation Commission to do two (2) things: (1) “[A]void the expenditure of funds for the [then-]currently planned construction of four lanes parallel to the Will Rogers Turnpike near Claremore;” and (2) “[E]nter into a lease with the Oklahoma Transportation Authority for the Transportation Commission to lease, on an annual basis, that part of the Will Rogers Turnpike also known as Interstate Highway 44, from its beginning near the interchange with U.S. Highway 412 and State Highway 66 at Catoosa and extending northeast to the current interchange with State Highway 20 south of Claremore.”

1.04. The first command of Section 2004(A) was obeyed when the Transportation Commission authorized a \$64 million joint project between OTA and ODOT to build an additional access point and interchange with State Highway 20 on the Will Rogers Turnpike at Flint Road to connect where the previously proposed four-lane road that is the subject of Section 2004(A) would have been located. Rather than build the parallel free four-lane road or do as the statute commanded and remove the tolls, OTA and ODOT thumbed their noses at the motoring public by not giving them a free four-lane road parallel to the Turnpike or removing the tolls, but instead have saddled them with tolls in violation of the statute.

1.05. On March 13, 2025, the additional access point and interchange with State Highway 20 on the Will Rogers Turnpike at Flint Road (the “Flint Road Interchange”) opened to public use with no free four-lane road parallel to the Turnpike, no lease of the turnpike with concomitant elimination of tolls, and no compliance with Section 2004(A).

1.06. The second command of Section 2004(A) is for the OTA to enter into a lease with the Transportation Commission – a lease which would have made the segment of the turnpike a free road; however, no lease was ever executed nor its requirements implemented. Consequently, thousands of Oklahomans have paid and continue to pay to travel on that portion of the Will Rogers Turnpike, even though the law requires otherwise.

II. Parties

A. Plaintiff

2.01. The Plaintiff, Kevin A. Easley, Sr., is a resident of Rogers County, Oklahoma who owns real property in Rogers County, and regularly travels to Tulsa County, Oklahoma via the Will Rogers Turnpike, including the section covered by HB2259.

2.02. The Plaintiff has traveled on, and paid tolls for use of, the Will Rogers Turnpike, also known as Interstate 44 or I-44, between State Highway 20 at Claremore, Oklahoma and the interchange with U.S. Highway 412 and State Highway 66 at Catoosa, Oklahoma, which is the section covered by HB2259.

2.03. The Plaintiff is the real party in interest to make the claims asserted herein.

B. Defendant

2.04. OTA is a body corporate and politic, which is an instrumentality of the State of Oklahoma. *See e.g.*, 69 Okla. Stat. §1703.

2.05. ODOT is an agency in the Executive Branch of the State of Oklahoma, having the Transportation Commission as its governing body, both of which were created by statute. *See e.g.*, 69 Okla. Stat. §4002.

2.06. The Defendants are the real parties in interest to defend the claims asserted herein.

2.07. The Defendants have capacity to be sued. *See e.g.*, 69 Okla. Stat. §1703(A).

III. Jurisdiction and Venue

A. Jurisdiction

3.01. This Court has jurisdiction of the subject matter of this case as a Court of unlimited original jurisdiction. *See e.g.*, Okla. Const., Art. VII §7(a).

3.02. This Court has personal jurisdiction of the Plaintiff. *See e.g.*, 12 Okla. Stat. §2004(F).

3.03. This Court has personal jurisdiction of the Defendants. *Id.*

B. Venue

3.04. The District Court for Rogers County, Oklahoma is the proper venue for this case (i) because it is the county of residence of the Plaintiff, (ii) because it is the county where each cause of action arose, (iii) because the Defendants violated the applicable law in the county, (iv) because the Defendants harmed the Plaintiff in the county, and (v) because both Defendants have property in the county, including a jointly funded and built interchange between the Will Rogers Turnpike and State Highway 20 at Flint Road. *See e.g.*, 69 Okla. Stat. §1705(d); and 12 Okla. Stat. §136.

IV. Statement of Facts Applicable to All Claims and Causes of Action

4.01. Effective July 1, 2000, Section 3 of HB 2259 added Section 2004 to Title 69 of the Oklahoma Statutes (“Section 2004”) – which has not been amended or repealed – provides as follows:

A. In order to avoid the expenditure of funds for the currently planned construction of four lanes parallel to the Will Rogers Turnpike near Claremore, the Oklahoma Transportation Commission shall enter into a lease with the Oklahoma Transportation Authority for the Transportation Commission to lease, on an annual basis, that part of the Will Rogers Turnpike also known as Interstate Highway 44, from its beginning near the interchange with U.S. Highway 412 and State Highway 66 at Catoosa and extending northeast to the current interchange with State Highway 20 south of Claremore.

B. The lease between the Transportation Commission and the Transportation Authority shall be an annual lease renewable by agreement of the parties for a period of fifty (50) years. The annual lease payment shall be based on the net revenue which would have accrued to the Transportation Authority from tolls on the leased portion of the turnpike. No funds available for expenditure pursuant to Section 2001 of Title 69 of the Oklahoma Statutes shall be used for this purpose.

C. The lease payments referred to in this section shall come exclusively from the Oklahoma Department of Transportation monies identified in the existing five-year plan for State Highway 20 running parallel to the Will Rogers Turnpike.

4.02. Neither the OTA nor the Oklahoma Transportation Commission entered into the lease required by Section 2004 (the “Lease”).

4.03. The Defendants have not implemented, nor complied with, the statutory requirements of the Lease.

V. Class Allegations

5.01. The Plaintiff brings this civil action for himself and as a representative of a class pursuant to 12 Okla. Stat. Section 2023.

5.02. The class is defined as follows:

The class is composed of the named plaintiff and all other persons who paid a toll for driving on the portion of the Will Rogers Turnpike which is the subject of the Lease since March 13, 2025 (the “Plaintiff Class”).

5.03. The Plaintiff Class consists of hundreds or thousands of members, and joinder of all members is impractical.

5.04. The averments of fact and questions of law are common to the members of the Plaintiff Class.

5.05. Plaintiff Class members are Oklahoma residents who have driven on the portion of the Will Rogers Turnpike that should have been covered by the Lease.

5.06. The Plaintiff will fairly and adequately protect the interests of the Plaintiff Class.

5.07. The Plaintiff's interests do not conflict with the interests of the Plaintiff Class.

5.08. The Plaintiff is represented by counsel who are experienced in class action litigation.

5.09. The averments of fact and questions of law which are common to the members of the Plaintiff Class predominate over any question affecting only individual members.

5.10. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because:

a. The questions of law and fact are so uniform across the Plaintiff Class that there is no just reason why individual class members would prefer to control the prosecution of their own actions at their own expense;

b. To the Plaintiff's knowledge, there is no pending litigation against either or both Defendants that incorporates the Plaintiff's claims as described herein;

c. The interests of all parties and of the judiciary in resolving these matters in one forum without the need of a multiplicity of actions is great;

d. Any difficulties in managing this class action are slight in relation to the potential benefits to be achieved on behalf of each and every class member, and not just those that can afford to bring their own actions.

VI. First Cause of Action: Declaratory Judgment

6.01. Section 2004 is mandatory.

6.02. Because Section 2004 is mandatory, a controversy exists between the Plaintiff and the Plaintiff Class and the Defendants because the Defendants have unlawfully charged a toll to the Plaintiff and the Plaintiff Class for using the portion of the Will Rogers Turnpike which should have been covered by the Lease.

6.03. Because of the controversy, a declaratory judgment is both necessary and proper in order to set forth and determine the rights, obligations, and liabilities that exist between the Plaintiff and Plaintiff Class and Defendants before the Plaintiff or class members again utilize the portion of the Will Rogers Turnpike, which should have been covered by the Lease, and is forced to pay a toll.

6.04. Plaintiff and Plaintiff Class will suffer immediate damage and harm if this Court does not declare Plaintiff's and Plaintiff Class' right to use the portion of the Will Rogers Turnpike, which should have been covered by the Lease, without a toll.

6.05. A declaratory judgment to establish the rights and obligations of the Plaintiff and the Plaintiff class in relation to the Defendants should be granted.

VII. Second Cause of Action: Peremptory and Alternative Writ of Mandamus

7.01. Because Section 2004 is mandatory, the OTA and the Oklahoma Transportation Commission have the ministerial, non-delegable duty to enter into the Lease having the terms and conditions required by Section 2004.

7.02. Because the OTA and Oklahoma Transportation Commission have not entered into the Lease as required by Section 2004 , the Plaintiff and Plaintiff Class have been required to pay a toll each time the Plaintiff or a class member uses the portion of the Will Rogers Turnpike which should have been covered by the Lease. Because there are currently five (5) vehicle classes and two (2) payment methods, subclasses may be used.

7.03. It would be extremely difficult, costly, and a waste of resources of the parties and of the Court to file suit each time a toll is wrongfully imposed; therefore, the Plaintiff and Plaintiff Class have no adequate remedy at law.

7.04. The Defendant is operating in violation of Section 2004 and should be ordered to enter into the Lease upon receipt of this Petition or show cause why the Defendant should be relieved of that statutory duty.

VIII. Third Cause of Action: Money Had and Received

8.01. The Plaintiff and Plaintiff Class have a statutory right to travel on the portion of the Will Rogers Turnpike covered by the Lease without paying a toll or other charge to OTA.

8.02. By imposing a toll or charge on persons who traveled on the portion of the Will Rogers Turnpike which should have been covered by the Lease, the OTA has received money to which it is not entitled and which OTA must return to the Plaintiff and Plaintiff Class.

8.03. The Plaintiff and Plaintiff Class have suffered, and will continue to suffer, damage in the amount of the toll or other charge unlawfully imposed by OTA for the portion of the Will Rogers Turnpike which should have been covered by the statutorily required lease.

8.04. The Plaintiff and Plaintiff Class are entitled to recover money had and received by OTA's unlawful imposition of the toll or other charges.

IX. Fourth Cause of Action: Damages and/or Restitution

9.01. The Plaintiff and Plaintiff Class have a statutory right to travel on the portion of the Will Rogers Turnpike covered by the Lease without paying a toll or other charge to OTA.

9.02. By imposing a toll or charge on persons who traveled on the portion of the Will Rogers Turnpike which should have been covered by the Lease, the OTA has been unjustly enriched.

9.03. By failing or refusing to enter into the Lease, ODOT has avoided making the payments required under the Lease and, therefore, has been unjustly enriched.

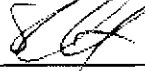
9.04. The Plaintiff and Plaintiff Class have suffered, and will continue to suffer, damage in the amount of the toll or other charge unlawfully imposed by OTA for the portion of the Will Rogers Turnpike which should have been covered by the statutorily required lease.

9.05. The Plaintiff and Plaintiff Class are entitled to recover damages and/or restitution caused by OTA's unlawful imposition of the toll or other charge.

X. Prayer for Relief

WHEREFORE, the Plaintiff, Kevin A. Easley, Sr., demands judgment against the Defendants, the Oklahoma Turnpike Authority and the Oklahoma Department of Transportation and the Oklahoma Transportation Commission, for declaratory relief, for a writ of mandamus, for money damages and/or restitution in excess of Seventy-five Thousand Dollars (\$75,000.00), plus interest, for attorney fees and costs, and for such other and further relief as the Court deems just, on behalf of himself and others similarly situated.

Respectfully submitted,



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and

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VERIFICATION

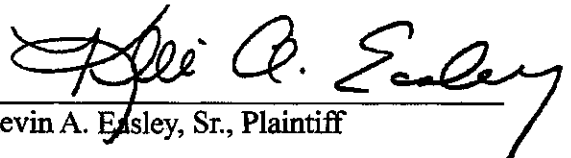
State of Oklahoma)
) ss.
County of Rogers)

Kevin A. Easley, Sr., being first duly sworn, states and deposes:

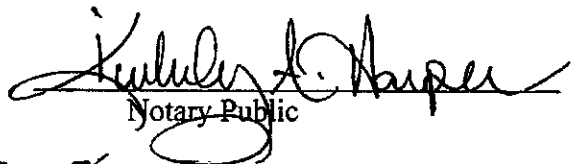
1. I am of legal age;
2. I am the Plaintiff in the foregoing Petition; and

3. I have read the foregoing Petition, and can state from my person knowledge and information that the contents thereof are true and correct. If called upon to testify in open court, I would testify in conformity herewith.

FURTHER AFFIANT SAYETH NOT.


Kevin A. Easley, Sr., Plaintiff

Subscribed and sworn to before me, a Notary Public, on this 2 day of July, 2025, by Kevin A. Easley, Plaintiff.


Notary Public

My Commission Expires: Dec 13/2028

My Commission Number: 04005490

