

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

DR. JIM SISNEY, )  
)  
)  
Plaintiff, )  
)  
vs. )  
)  
MIKE RAMPEY, an individual; )  
DOUGLAS J. HUDKINS, an individual; )  
MARYANNE FLIPPO, an individual; )  
INDEPENDENT SCHOOL DISTRICT )  
NO. 3 of TULSA COUNTY, a Political )  
Subdivision; and AIR ASSURANCE CO, )  
a Domestic for Profit Business Corporation, )  
)  
Defendants. )

Case No. CJ-2008-6173  
Judge Daman Cantrell

DISTRICT COURT  
**FILED**

NOV 17 2010

BALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

**NON-PARTY SHERRI M. COMBS' MOTION TO QUASH THE AMENDED NOTICE  
OF DEPOSITION OF INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA  
COUNTY, AND REQUEST FOR EXPEDITED HEARING**

COMES NOW, Sherri M. Combs, a non-party to the instant litigation, and hereby submits this Motion to Quash the Amended Notice of Deposition of Independent School District No. 3 of Tulsa County, and combined Request for Expedited Hearing.

**I. STATEMENT OF THE CASE**

1. On October 14, 2010, Sherri Combs was served with a Subpoena Duces Tecum and a Deposition Subpoena in the instant lawsuit. *See, Exhibit 1, Subpoena Duces Tecum and Deposition Subpoena.*
2. The Deposition Subpoena commanded Sherri Combs to present to the law library in the Cherokee County Courthouse, 3<sup>rd</sup> Floor, 213 W. Delaware St., Tahlequah, OK, on October 22, 2010, at 10:00 a.m. for her deposition. *See, Exhibit 1.*

3. Further, the Subpoena Duces Tecum commanded Sherri Combs to produce and permit inspection and copying of various documents and things on October 22, 2010. *See, Exhibit 1.*
4. The documents and things commanded to be produced related almost exclusively to the Investigative Audit of the Broken Arrow School District, performed by the State Auditor and Inspector. *See, Exhibit 1.*
5. Sherri Combs is a forensic auditor with the State Auditor and Inspector's Office who was assigned to the Investigative Audit of the Broken Arrow School District.
6. Sherri Combs contacted the State Auditor's Office advising of the Subpoenas and formally requested that the Attorney General's Office represent her in the Deposition Subpoena and Subpoena Duces Tecum in the instant litigation. *See, Exhibit 2, November 17, 2010, Correspondence from Sue Noland to Ben Reed.*
7. On October 20, 2010, Sherri Combs had still not heard from the Attorney General's Office whether or not they would be representing her.
8. The law firm of Best & Sharp is Mrs. Combs' personal counsel in an unrelated matter, and has, on her behalf, sought a continuance of the scheduled deposition as a result of the fact that she was on medical leave and did not know whether the Attorney General's Office would be representing her.
9. On October 20, 2010, the undersigned sent a letter to counsel for the School Board advising that the law firm of Best & Sharp had been retained to represent Sherri and requesting a continuance of the deposition. *See, Exhibit 3, October 20, 2010, Correspondence from Ben Reed to Bo Rainey.* The letter stated, in pertinent part:

Please be advised that Mrs. Combs is currently on medical leave from her job and is not able to attend the deposition or produce documents at the scheduled date and time specified in the subpoena.

In an effort to resolve this matter without the intervention of the Court, we would request that you withdraw the subpoena or agree to a continuance until such time as Mrs. Combs is no longer on medical leave. We believe this request to be reasonable and necessary given the duties imposed by 12 O.S. § 2004.1(C)(1). Further, given the subject matter of the requested documents, and the pending investigative audit of Broken Arrow Public Schools, it is likely that one or more State Agencies may have standing to object pursuant to 12 O.S. § 2004.1(C)(2)(b) and (D)(2).

*See, Exhibit 3.*

10. On October 20, 2010, the undersigned and Bo Rainey had a telephone conference wherein Mr. Rainey indicated that he would agree to postpone the deposition until such time as Sherri Combs was no longer on medical leave. Sherri Combs' Doctors note stated that she may return to work after her appointment scheduled for November 8, 2010. *See, Exhibit 4, October 14, 2010, Doctor's Note.*
11. On October 21, 2010, the undersigned sent a confirmation letter to Bo Rainey confirming his agreement to postpone the deposition of Sherri Combs until such time as she was no longer on medical leave. *See, Exhibit 5, October 21, 2010, Correspondence from Ben Reed to Bo Rainey.* The letter stated, in pertinent part:

This letter is to follow up on our telephone conversation yesterday wherein you agreed to cancel the deposition and document production of Mrs. Sherri Combs scheduled to take place on Friday, October 22, 2010, until such time as Mrs. Combs is no longer on medical leave. If this is not your understanding of our agreement, please advise so that we may come to a mutual understanding.

*See, Exhibit 5.* The letter also advised of tentative dates to reschedule the deposition for

November 16, 17, or 18, 2010. *Id.*

12. On October 21, 2010, Bo Rainey sent the undersigned a letter indicating that he would agree to postpone the deposition. *See, Exhibit 6, October 21, 2010, Correspondence from Bo Rainey to Ben Reed.* The letter also stated:

I have also received a phone call from Sue Noland at the Attorney General's office regarding that Office's possible representation of Ms. Combs in connection with her deposition subpoena and the subpoena duces tecum.

*See, Exhibit 6.*

13. On October 21, 2010, at 04:26 P.M., Bo Rainey sent the undersigned an email correspondence that stated:

I have checked with all counsel and everyone is available for Ms. Combs' video deposition on November 18, 2010. I suggest the deposition begin at 9:00 a.m.

Please confirm the date and time. Also, I would like the responsive documents in advance of the deposition - no later than the close of business on Monday, November 15. Please indicate if this will be a problem.

*See, Exhibit 7, October 22, 2010, Email Correspondence from Bo Rainey to Ben Reed.*

14. The undersigned did not confirm the date and time and did not otherwise respond to Mr. Rainey's requested deposition time and date as he was out of the office for the week.
15. On October 22, 2010, at 04:54 p.m., the undersigned was served via email correspondence of the School District's Amended Notice of Deposition. *See, Exhibit 8, October 22, 2010 Email Correspondence; See, Exhibit 9, Amended Notice of Deposition.*
16. On October 25, 2010, the undersigned received correspondence, dated October 22, 2010, from Sue Noland indicating that the Attorney General's office would determine whether it would represent Sherri Combs in the requested deposition.

17. Sherri Combs requested the Attorney General's Office to represent her in the deposition subpoena and subpoena *duces tecum*.
18. The undersigned contacted Sue Noland on October 25, 2010, to advise that the law firm of Best and Sharp had been hired by Sherri Combs to obtain a continuance of the deposition subpoena and subpoena *duces tecum* as the deposition date approached and she had not heard from the Attorney General's office. The undersigned advised Ms. Noland that our role in Sherri Combs' representation would be conditioned upon the decision of the Attorney General's Office.
19. The undersigned further advised Ms. Noland that an Amended Notice of Deposition had been issued by Bo Rainey, setting Sherri Combs' deposition for Thursday, November 18, 2010. Ms. Noland advised that she anticipated that the Attorney General's office would have a determination as to whether they would represent Sherri Combs prior to that date. Relying upon Ms. Noland's representation, the undersigned did nothing further with regard to Sherri Combs' representation.
20. On Friday, November 12, 2010, the undersigned contacted Sue Noland regarding the decision of the Attorney General's Office. Ms. Noland advised that she anticipated having a decision by Monday afternoon. The undersigned again advised Ms. Noland that a deposition was set for November 18, 2010.
21. On Monday, November 15, 2010, the undersigned contacted Sue Noland regarding the decision of the Attorney General's Office. Ms. Noland advised that while she did not yet have a decision, she hoped to have one by the following day.
22. On Tuesday, November 16, 2010, the undersigned again contacted Sue Noland regarding the

decision of the Attorney General's Office. Ms. Noland advised that she did not have a decision, but anticipated that the Attorney General's office would have a decision sometime the following week. The undersigned asked Ms. Noland if she would consider the undersigned's attempt to continue the deposition of Sherri Combs as conduct inconsistent with the Attorney General's possible representation of Sherri Combs. She indicated that it would not, and advised the undersigned to have Bo Rainey contact her if he had any questions.

23. On Tuesday, November 16, 2010, the undersigned contacted Bo Rainey to request a continuance of the deposition as a result of the Attorney General's office not having made their determination as to whether they would represent Sherri Combs in the deposition, and further advising Mr. Rainey that I had learned that Sherri Combs was on medical leave until December 2, 2010. Mr. Rainey advised that he would contact Sue Noland and get back with me sometime that afternoon. Mr. Rainey did not contact the undersigned on Tuesday, November 16, 2010.
24. On Wednesday, November 17, 2010, the undersigned contacted Mr. Rainey via telephone regarding his decision as to whether he would agree to postpone the deposition of Sherri Combs. Mr. Rainey advised that he needed to speak to a couple more people and would get back with me by 10:00 a.m. to permit adequate time to file a Motion to Quash with the Court.
25. On Wednesday, November 17, 2010, at 11:41 a.m., Mr. Rainey sent the undersigned an email, attaching a letter dated Wednesday, November 17, 2010, advising the undersigned that he would not voluntarily continue the deposition of Sherri Combs. *See*, Exhibit 10,

*November 17, 2010, email correspondence from Bo Rainey to Ben Reed; see Exhibit 11, November 17, 2010, Correspondence from Bo Rainey to Ben Reed.*

26. On Wednesday, November 17, 2010, the undersigned received correspondence from Sue Noland advising of the Attorney General's investigation and determination as to whether they will represent Sherri Combs and advising that she anticipates the Attorney General's Office will have a decision no later than Monday, November 22, 2010. *See, Exhibit 2.*
27. Upon receipt of Sue Noland's November 17, 2010, correspondence, the undersigned sent an email to Mr. Rainey attaching the letter and requesting that Mr. Rainey reconsider his decision not to continue the deposition of Sherri Combs. *See, Exhibit 12, November 17, 2010, Email Correspondence from Ben Reed to Bo Rainey.*
28. Mr. Rainey responded via email advising that he would not reconsider his position. *See, Exhibit 13, November 17, 2010, Email Correspondence from Bo Rainey to Ben Reed.*

## **II. ARGUMENTS AND AUTHORITIES**

Title 12 Section 2004.1(C)(1) provides a very clear and unambiguous obligation on the part of the attorney issuing a subpoena:

A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney, or both, in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney fee.

As the attorney who issued the subpoena to Sherri Combs, Mr. Rainey was required to comply with the requirements set forth in the above-referenced statutory provision. Sherri Combs is a non-party to the instant litigation. She is an employee of the State of Oklahoma, employed as an investigative

auditor in the State Auditor and Inspector's Office who was assigned the Investigative Audit of the Broken Arrow School Board. As a State employee, she was entitled to request representation from the Attorney General's office, which she did. The State of Oklahoma has a significant interest in the requested deposition and requested documents as there is currently on an ongoing criminal investigative audit of the Broken Arrow School District. Mr. Rainey knows that the Attorney General's Office has yet to make its final determination as to whether it will represent Sherri Combs. Moreover, the determination is anticipated to occur prior to the end of November 2010.

In addition to the Attorney General's pending determination, Mr. Rainey has further been advised that Sherri Combs is on medical leave until December 2, 2010. Despite all of this, Mr. Rainey has utterly refused to continue the deposition in order to avoid imposing undue burden or expense on Sherri Combs. Pursuant to 12 O.S. § 2004.1(C)(3)(a), "[o]n timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it: . . . (4) subjects a person to undue burden." For all the reasons set forth herein, the Court should quash the deposition subpoena of Sherri Combs.

**WHEREFORE**, premises considered, non-party Sherri Combs requests the Court grant her Motion to Quash the Amended Notice of Deposition of Independent School District No. 3 of Tulsa County, enter an Order quashing same or in the alternative set and Expedited Hearing on the Motion to Quash, and for her attorney fees and costs incurred in filing this Motion, and for all other relief as is deemed just and equitable.



Respectfully submitted,

**BEST & SHARP**

A handwritten signature in black ink, appearing to read 'B. Reed', written over a horizontal line.

Benjamin D. Reed, OBA #22696  
One West Third Street, Suite 900  
Tulsa, Oklahoma 74103-4225  
TEL: (918) 582-1234  
FAX: (918) 585-9447

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of November, 2010, a true, correct and exact copy of the foregoing instrument was mailed with proper postage thereon fully paid to:

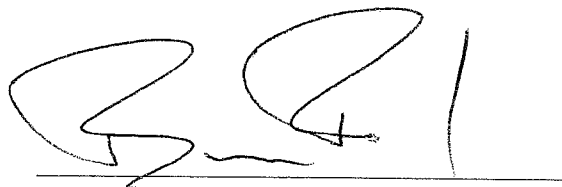
David Keesling  
RICHARDSON RICHARDSON BOUDREAUX  
6450 S. Lewis Ave., Suite 300  
Tulsa, Oklahoma 74136  
*Attorney for Plaintiff*

Phyllis A. Walta  
Monika Turek  
120 East Oklahoma  
P.O. Box 398  
Hennessey, OK 73742  
*Attorneys for Defendants Maryanne Flippo, Sharon Whelpey and Sheri Wilkins*

Graydon Dean Luthey, Jr.  
Hall, Estill, Hardwick, Gable, Golden & Nelson, P.C.  
320 South Boston Ave, Suite 200  
Tulsa, OK 74103  
*Attorney for Mike Rampey and Air Assurance Co.*

Clark Brewster  
Mark Jennings  
Marvin Lizama  
Brewster & DeAngelis, P.L.L.C.  
2617 East 21<sup>st</sup> Street  
Tulsa, OK 74114  
*Attorneys for Defendant Douglas Hudkins*

Meredith Lindeman  
1500 PARKCENTRE  
525 S. Main  
Tulsa, OK 74103  
*Attorney for Defendant Douglas Hudkins*

A handwritten signature in black ink, appearing to be 'M. Lindeman', written over a horizontal line.

IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA

DR. JIM SISNEY,

Plaintiff,

vs.

Case No. CJ-2008-6173

Judge Daman Cantrell

MIKE RAMPEY, an individual;  
DOUGLAS J. HUDKINS, an individual;  
MARYANNE FLIPPO, an individual;  
SHARI WILKINS, an individual;  
INDEPENDENT SCHOOL DISTRICT NO. 3  
of TULSA COUNTY, a Political Subdivision;  
and AIR ASSURANCE CO., a Domestic for  
Profit Business Corporation,

Defendants.

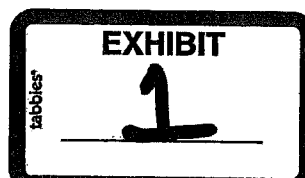
SUBPOENA – DEPOSITION  
SUBPOENA – DUCES TECUM

THE STATE OF OKLAHOMA TO:

Sherri M. Combs  
26489 S. 520 Road  
Park Hill, OK 74451

GREETINGS:

You are hereby commanded to appear at the Law Library in the Cherokee County Courthouse, 3<sup>rd</sup> floor, 213 W. Delaware Street, Tahlequah, OK, in the County of Cherokee, State of Oklahoma, on the 22<sup>nd</sup> day of October, 2010, at 10:00 a.m. to testify by deposition as a witness at the request of the defendant, Independent School District No. 3 of Tulsa County, a Political Subdivision, in the above-captioned action. Your testimony will be recorded



audio-visually and stenographically.

You are further commanded to produce and permit inspection and copying of, on October 22, 2010 at 10:00 a.m. at the Law Library in the Cherokee County Courthouse, 3<sup>rd</sup> floor, 213 W. Delaware Street, Tahlequah, OK, the following designated books, documents or tangible things in your possession, custody or control or which you have access to:

1. Any and all records related to the audit of the Broken Arrow School District initiated by the State Auditors and Inspector's Office pursuant to an engagement letter dated March 31, 2009 with the Broken Arrow School District (a copy of which is attached as Exhibit 1);
2. Any and all recordings of conversations or meetings related to the audit of the Broken Arrow School District initiated by the State Auditors and Inspector's Office pursuant to an engagement letter dated March 31, 2009 with the Broken Arrow School District (a copy of which is attached as Exhibit 1) which were made by you or were otherwise obtained by you;
3. Any and all correspondence and communications sent or received by you related to the audit of the Broken Arrow School District initiated by the State Auditors and Inspector's Office pursuant to an engagement letter dated March 31, 2009 with the Broken Arrow School District (a copy of which is attached as Exhibit 1);
4. Any and all e-mail communications and attachments sent or received by you related to the audit of the Broken Arrow School District initiated by the State Auditors and Inspector's Office pursuant to an engagement letter dated March 31, 2009 with the Broken Arrow School District (a copy of which is attached as Exhibit 1);
5. Any and all communications between you and any member of any media organization, whether you authored or received the communication, related to the Broken Arrow School District initiated by the State Auditors and Inspector's Office pursuant to an engagement letter dated March 31, 2009 with the Broken Arrow School District (a copy of which is attached as Exhibit 1);
6. Any and all notes of meetings or conversations authored by you, received by you or otherwise obtained by you, related to the Broken Arrow School District initiated by the State Auditors and Inspector's

Office pursuant to an engagement letter dated March 31, 2009 with the Broken Arrow School District (a copy of which is attached as Exhibit 1);

7. Any and all written or recorded communications between you and Gary Jones, and/or anyone acting on Mr. Jones' behalf, whether made or authored by you, received by you or otherwise obtained by you related in any way to the Broken Arrow School District initiated by the State Auditors and Inspector's Office pursuant to an engagement letter dated March 31, 2009 with the Broken Arrow School District (a copy of which is attached as Exhibit 1)
8. Any and all written or recorded communications between you and any attorney representing plaintiff Jim Sisney or anyone acting on such attorneys' behalf, whether made or authored by you, received by you or otherwise obtained by you;
9. Any and all written or recorded communications between you and Lee Sisney or anyone acting on such attorneys' behalf, whether made or authored by you, received by you or otherwise obtained by you;
10. Any and all written or recorded communications between you and Thurman Lee Sisney or anyone acting on his behalf, whether made or authored by you, received by you or otherwise obtained by you;
11. Any and all written or recorded communications between you and Mike Reynolds or anyone acting on such individual's behalf, whether made or authored by you, received by you or otherwise obtained by you and/or related in any way to the Broken Arrow School District initiated by the State Auditors and Inspector's Office pursuant to an engagement letter dated March 31, 2009 with the Broken Arrow School District (a copy of which is attached as Exhibit 1);
12. Any and all written or recorded communications between you and Mike Ritze or anyone acting on such individual's behalf, whether made or authored by you, received by you or otherwise obtained by you and/or related in any way to the Broken Arrow School District initiated by the State Auditors and Inspector's Office pursuant to an engagement letter dated March 31, 2009 with the Broken Arrow School District (a copy of which is attached as Exhibit 1);
13. Any and all written or recorded communications between you and any attorney for Mike Reynolds and/or Mike Ritze or anyone acting on such individual's behalf, whether made or authored by you, received by you or otherwise obtained by you and/or related in any way to the

Broken Arrow School District initiated by the State Auditors and Inspector's Office pursuant to an engagement letter dated March 31, 2009 with the Broken Arrow School District (a copy of which is attached as Exhibit 1);

14. Any and all written or recorded communications between you and Stephanie Updike or anyone acting on Stephanie Updike's behalf, whether made or authored by you, received by you or otherwise obtained by you;
15. Any and all written or recorded communications between you and Terry Stover or anyone acting on Terry Stover's behalf, whether made or authored by you, received by you or otherwise obtained by you;
16. Any and all written or recorded communications between you and Beth Snellgrove or anyone acting on Beth Snellgrove's behalf, whether made or authored by you, received by you or otherwise obtained by you;
17. Any and all written or recorded communications between you and Chris Tharp or anyone acting on Chris Tharp's behalf, whether made or authored by you, received by you or otherwise obtained by you;
18. Any and all written or recorded communications between you and any past or present employee of Broken Arrow Public Schools or any past or present member of the Board of Education of Broken Arrow Public Schools or anyone acting on such individual's behalf, whether made or authored by you, received by you or otherwise obtained by you;
19. Any and all written or recorded communications between you and anyone regarding an audit related to the Broken Arrow School District initiated by the State Auditors and Inspector's Office pursuant to an engagement letter dated March 31, 2009 with the Broken Arrow School District (a copy of which is attached as Exhibit 1)
20. Any and all other documents, notes, correspondence, memoranda, records, recordings or other tangible things created by you, received by you or otherwise obtained by you in your possession, custody or control related to the 2010 Broken Arrow School audit, excluding the official records of the Oklahoma State Auditor's office.

**You should not fail to appear unless excused by the Court under penalty of law.**

**Failure to obey this subpoena may be punishable as provided for by law.**



---

Tulsa County Court Clerk or  
Attorney Issuing Subpoena

Issued by:

Kent B. Rainey OBA No. 14619  
ROSENSTEIN, FIST & RINGOLD  
525 S. Main, Suite 700  
Tulsa, OK 74103  
(918) 585-9211  
[borainey@rflaw.com](mailto:borainey@rflaw.com)  
Attorneys for the Broken Arrow School District

# STATE AUDITOR AND INSPECTOR

STEVE BURRAGE, CPA  
State Auditor

MICHELLE R. DAY, ESQ.  
Chief Deputy



Shepherd Mall Branch Office 2401 N.W. 23rd Street, Suite 39 Oklahoma City, OK 73107-0001 Phone (405) 522-6400 www.saiok.gov

March 31, 2009

Dr. Gary Gerber, Superintendent  
Broken Arrow Public School District No. 721003  
601 South Main Street  
Broken Arrow, Oklahoma 74012-4334

Dear Dr. Gerber:

In accordance with the Board's request and the requirements of 74 O.S. 2001, § 227.8, the State Auditor and Inspector will conduct a special audit of the Broken Arrow Public School District No. 721003 for the period July 1, 2008 through March 31, 2009. The objectives of our special audit will be, but not limited to, "all of the allegations contained in the taxpayer notice letter."

Because the above procedures do not constitute an audit in accordance with generally accepted auditing standards, we will not express an opinion on any account balances or financial statements of the Broken Arrow Public School District No. 721003. Further, due to the test nature and other inherent limitations of a special audit, together with the inherent limitations of any internal control structure, there is an unavoidable risk that even some material misstatement may remain undiscovered.

We understand that you will provide us with the basic information required for us to perform our special audit procedures and that you are responsible for the accuracy and completeness of that information. At the conclusion of our special audit, we will discuss our findings with management to insure that all pertinent documentation was available for our review. We will issue a special audit report on the results obtained after applying the above procedures.

The provisions of 74 O.S. 2001, § 227.8, state in pertinent part:

"[A]ny ... city or town ... may enter into agreements with the State Auditor and Inspector to perform audits, investigative or consultant services and the entity shall pay the State Auditor and Inspector for the services."

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your special audit.

EXHIBIT

tabbles

1



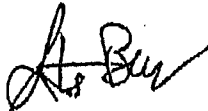
The estimated cost of our special audit will range from \$40,000.00 to \$47,000.00. Our invoices for these fees will be rendered each month as work progresses and are payable upon receipt.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the special audit. We will endeavor to minimize costs, but if unexpected circumstances arise beyond our control, it may require us to request that you encumber additional funds.

Our engagement fees do not include any time for post-engagement consultation with your personnel or third parties, consent letters and related procedures for the use of our reports in offering documents, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

We believe this letter accurately summarizes the significant terms of our special audit and shall serve as a contract between us. Should you have any questions, please let us know. Please sign below and return one copy to our office.

Sincerely,

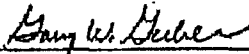


STEVE BURRAGE, CPA  
State Auditor and Inspector

SB:sn

□ □ □ □ □ □

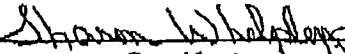
This letter correctly sets forth the understanding of the Broken Arrow Public School District No. 721003.



Dr. Gary Gerber, Superintendent  
Broken Arrow Public School District No. 721003

4/20/09

Date



President, Board of Education  
Broken Arrow Public School District No. 721003

4/20/09

Date

CPS Inc.  
Terry L. Laflin  
P.O. Box 690322 - Tulsa, Ok. 74169-0322

CJ-2008-6173

**PROOF OF SERVICE**

Documents served: I, being duly sworn, certify that on 10/14/10 I, received the forgoing, to wit:

<input type="checkbox"/> Summons w/ Petition	<input type="checkbox"/> Request for Production	<input type="checkbox"/> Affidavit
<input type="checkbox"/> Summons w/ Complaint	<input type="checkbox"/> Request for Admissions	<input type="checkbox"/> Forcible Entry & Detainer
<input type="checkbox"/> Temporary Order	<input type="checkbox"/> Notice:	<input type="checkbox"/> Hearing on Assets
<input type="checkbox"/> Temp. Restraining Order	<input type="checkbox"/> Motion:	<input type="checkbox"/> Contempt Citation
<input type="checkbox"/> Order:	<input type="checkbox"/> Subpoena w/ Fees	<input type="checkbox"/> Garnishment Affidavit
<input type="checkbox"/> Interrogatories	<input checked="" type="checkbox"/> Subpoena Duces Tecum	<input checked="" type="checkbox"/> Deposition Subpoena/fees
<input type="checkbox"/> Other:		

**METHOD OF SERVICE:** Answered the same according to law in the following manner, to wit:

**PERSONAL SERVICE:**

By delivering a true copy of said process personally to: Sherri Combs  
at: 26489 S. 520 Rd, Park Hill, Ok. Date: 10/14/10 Time: 6pm

**USUAL PLACE OF RESIDENCE:**

- By leaving a copy of said process for \_\_\_\_\_ with: \_\_\_\_\_  
a resident/family member, fifteen years of age or older, at \_\_\_\_\_  
which is his/her usual place of residence. Date: \_\_\_\_\_ Time: \_\_\_\_\_
- By leaving a copy of said process for \_\_\_\_\_ with \_\_\_\_\_  
a resident/family member, fifteen years of age or older, at \_\_\_\_\_  
which is his/her usual place of residence. Date: \_\_\_\_\_ Time: \_\_\_\_\_

**CORPORATION/PARTNERSHIP:**

By delivering a true copy of said process to \_\_\_\_\_ he/she being the  
Service Agent, Agent in Charge, an Officer or Partner of said Entity, to wit: \_\_\_\_\_  
at \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**POSTED SERVICE:**

By affixing a true copy of said process to the premises located at \_\_\_\_\_  
which is in possession of the defendant, to wit: \_\_\_\_\_ Date: \_\_\_\_\_

**NOT FOUND:**

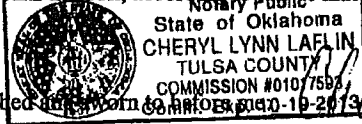
Said process was not served on the following named for the reasons stated: \_\_\_\_\_  
\_\_\_\_\_

**OTHER INFORMATION:**

\_\_\_\_\_

**AFFIDAVIT**

I, Terry L. Laflin, the undersigned, do under oath, say that I served this summons and made return thereon, according to law, and that I am duly authorized to make this affidavit, so help me God.



Subscribed and sworn to before me on \_\_\_\_\_ at \_\_\_\_\_ Process Server - Terry L. Laflin License # PS9-10-10

On this 14th Day of October, 2010 Notary Public



ATTORNEY GENERAL'S OFFICE  
FACSIMILE TRANSMITTAL COVER SHEET

Litigation Division  
313 N.E. 21<sup>st</sup> Street, Oklahoma City, OK 73105  
(405) 521-3921 Fax (405) 521-4518

Date: 11/17/10

To: Benjamin Reed Fax Number: 918/585-9447

From: Sue Toland

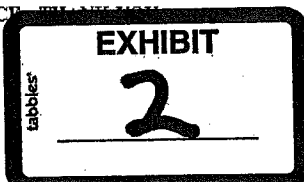
Subject: Sixney v. Ranney, et al

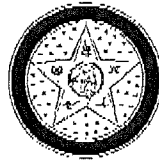
Number of Pages (Including cover sheet) 3

Message/Comments:  Urgent  For Review  Please Reply

IF FACSIMILE TRANSMISSION IS NOT CLEAR OR DOES NOT TRANSMIT COMPLETELY, PLEASE CALL (405) 521-3921

THIS FACSIMILE CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THE FACSIMILE IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE.





OFFICE OF ATTORNEY GENERAL  
STATE OF OKLAHOMA

November 17, 2010

VIA E-MAIL

Benjamin D. Reed  
Best & Sharp  
Williams Center Tower 1  
One W Third St, Suite 900  
Tulsa, OK 74103

Re: *Sisney v Rampey, et al.*  
Tulsa County Case No. CJ-2008-6173

Dear Mr. Reed;

This is to advise you that the investigation into whether this office can represent Ms. Combs at the deposition scheduled for November 18, 2010, is not complete. Sherri Combs, a State employee for the State Auditor's office received a subpoena directing her to appear for deposition on October 22, 2010. Ms. Combs made a request to the Office of the Attorney General for representation on October 20, 2010.

In order to make a determination if Ms. Combs is entitled to representation by this office, an investigation must be conducted. Once the investigation is complete, a report with the investigator's finding must be presented to the Attorney General. General Edmondson will then determine whether Ms. Combs is entitled to representation by this office.

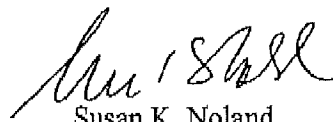
Due to our inability to complete the investigation and make a determination as to representation by October 22, 2010, it is my understanding that Ms. Combs hired your law firm to obtain a continuance in the deposition. It is also my understanding that the deposition was continued to November 18, 2010.

The Litigation Section of the Attorney General's office has in excess of 600 open cases. Currently, we have five vacancies which we have been unable to fill due to budget constraints, and we only have one investigator for the division. Due to the many other cases we have pending, we have been unable to complete the investigation. I anticipate the investigation will be completed by

Benjamin D. Reed  
November 17, 2010  
Page 2

the end of this week and the findings presented to General Edmondson no later than Monday, November 22, 2010. Ms. Combs will be advised immediately thereafter.

Sincerely,



Susan K. Noland,  
Assistant Attorney General  
Chief, Litigation Section

SKN/jk

cc: Sherri Combs

# BEST & SHARP

A PROFESSIONAL CORPORATION

JOSEPH M. BEST \*  
JOSEPH A. SHARP +  
TIMOTHY G. BEST  
AMY E. KEMPFERT  
THOMAS A. LEBLANC  
SEAN H. MCKEE  
MATTHEW B. FREE  
DAN W. ERNST  
STEVEN W. SIMCOE  
JOHN J. BOWLING

WILLIAMS CENTER TOWER 1  
ONE WEST THIRD STREET, SUITE 900  
TULSA, OKLAHOMA 74103  
TELEPHONE: (918) 582-1234  
TELECOPIER: (918) 585-9447

[www.bestsharp.com](http://www.bestsharp.com)

BOB D. JAMES  
JEFFREY A. HENSLEY  
ZACHARIAH O. LINDSEY  
BENJAMIN D. REED  
SHANNON E. BICKHAM  
BRETT A. RUTHERFORD

Of Counsel  
WILLIAM E. PATTEN  
\* Retired  
+ 1921 - 2009

October 20, 2010

**VIA FACSIMILE:** 918.583.5617  
**VIA E-MAIL:** [borainey@rfrlaw.com](mailto:borainey@rfrlaw.com)  
Kent B. Rainey, Esq.  
ROSENSTEIN, FIST & RINGOLD  
525 S. Main, Suite 700  
Tulsa, OK 74103

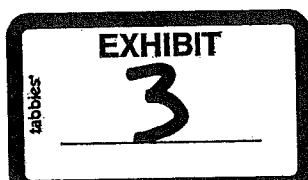
RE: *Sisney v. Rampey, et al.*  
Tulsa County Case No. CJ-2008-6173

Dear Counsel:


The purpose of this letter is to advise you that our firm has been retained to represent Sherri Combs in the above-styled matter as it relates to the deposition subpoena and subpoena duces tecum issued by your firm to Mrs. Combs scheduled to take place on Friday, October 22, 2010. Please be advised that Mrs. Combs is currently on medical leave from her job and is not able to attend the deposition or produce documents at the scheduled date and time specified in the subpoena.

In an effort to resolve this matter without the intervention of the Court, we would request that you withdraw the subpoena or agree to a continuance until such time as Mrs. Combs is no longer on medical leave. We believe this request to be reasonable and necessary given the duties imposed by 12 O.S. § 2004.1(C)(1). Further, given the subject matter of the requested documents, and the pending investigative audit of Broken Arrow Public Schools, it is likely that one or more State Agencies may have standing to object pursuant to 12 O.S. § 2004.1(C)(2)(b) and (D)(2).

Please advise as to whether an agreement can be reached regarding this matter or whether Court intervention will be necessary. Should you have any questions, please do not hesitate to contact the undersigned.



Sincerely,



Benjamin D. Reed

BDR

cc: Gary Richardson, Charles Richardson, David Keesling, and Heidi Shadid  
Graydon Dean Luthey, Jr.  
Clark Brewster and Mark Jennings  
Phyllis Walta

