

To: Terry Stover
803 North Elm Place, Suite A
Broken Arrow, Oklahoma 74012-2570

Maryanne Flippo
7209 South Date Avenue
Broken Arrow, Oklahoma 74011-6657

Stephanie Updike
8676 South Murphree Drive
Broken Arrow, Oklahoma 74014-3048

Shari Wilkins
2705 North 14th Street
Broken Arrow, Oklahoma 74012-9479

Sharon Whelpley
10308 South 197th East Avenue
Broken Arrow, Oklahoma 74014-3523

TAXPAYER NOTICE TO BROKEN ARROW SCHOOL BOARD:
TITLE 62, SECTIONS 372 AND 373

This constitutes a Taxpayer Notice to the School Board of Broken Arrow Public Schools pursuant to Title 62, Sections 372 - 373 and submitted to the State of Oklahoma via the District Attorney's Office. The School Board of Broken Arrow Public Schools is hereby placed on notice that the Taxpayers listed herein DEMAND THE BOARD INSTITUTE OR DILIGENTLY PROSECUTE PROPER PROCEEDINGS AT LAW FOR THE RECOVERY OF ANY MONIES BELONGING TO THE SCHOOL DISTRICT, THAT WERE ALLEGEDLY PAID OUT PURSUANT TO ALLEGED UNAUTHORIZED AND UNLAWFUL DEALS, CONTRACTS OR WORKING "AGREEMENTS" MADE BY ANY REPRESENTATIVES THEREOF WITH BROKEN ARROW SCHOOL DISTRICT VENDORS, INCLUDING BUT NOT LIMITED TO AIR ASSURANCE.

Names of Taxpayers:

John M. Lare, individually
JoAnna M. Lare, individually
Jack Kitchens, individually
Eva Kitchens, individually
DeeAnn Masters, individually
Jennifer L. Philbeck, individually
Richard Roberts, individually
Robert W. Henry, individually
~~DeeAnn Masters, individually~~
Ennie Henry, individually

Addresses of Taxpayers

For Purposes of Claim(s):

c/o Chuck L. Richardson, Esq.
Gary L. Richardson, Esq.
Denise P. James, Esq.
The Richardson Law Firm
6450 S. Lewis Avenue, Suite 300
Tulsa, Oklahoma 74136
(918) 492-7674
(918) 493-1925 Fax

Circumstance of Claim(s):

This is an action to recover damages and civil penalties for alleged false or fraudulent claims presented or caused to be presented by Broken Arrow School District employees and all vendors, under contracts/ "arrangements" with Broken Arrow Public Schools (BAPS) for work performed and services rendered under various billings and agreements, and over the course of which vendors were effectively "stonewalled" from participating in bidding for services, a process which was allegedly INTENDED TO CONTINUE THROUGH, AT LEAST, 2014. It is being alleged that BAPS employee(s) were utilized by **VENDORS** to pursue wrongful and illegal conduct. As one example of an improper relationship between BAPS and a vendor, it is being alleged that the BAPS relationship with vendor Air Assurance was one in which the Competitive Bidding Act was avoided, by use of a blanket purchase order and amounts paid out well in excess of the standard. In addition, it is being alleged that any maintenance or work allegedly performed by Air Assurance was being performed and an invoice submitted, off of which a work order was created. This process was the opposite of what was required, that is; work order, money encumbered, approval, labor/work, invoice. It is further alleged that due to the

collusion between BAPS employee(s) and Air Assurance, the scope of work was misstated so that Air Assurance could grossly inflate the charges for both labor and materials. It is alleged that BAPS employee(s) directed that these inflated invoices be sent for approval and payment by the BASD, after discussions with Air Assurance, during which BAPS employee(s) conspired with Air Assurance to generate the work orders that were necessary to cover these additional charges. It is alleged that the work orders were generated with the full knowledge that the services should not have been billed in addition to the original invoices for the project, and all parties were aware of the industry standards for these types of project and services. It is further alleged that BAPS employee(s) made sure that the charges for these invoices were approved for payment and even went so far as to signature approval on an invoice for Air Assurance services performed at the office of Douglas Hudkins, D.O., who had no affiliation to the BAPS. It is alleged that there have been complaints about the overpricing by Air Assurance and the unaccounted for payments made to Air Assurance Services and retaliation has taken place due to these Complaints. Current and active Tulsa County District Court Case No. CJ-2008-06173, *Jim Sisney v. Mike Rampey, et.al.*, arose out of the discovery of these issues. As reported for the last Fiscal Year of July 1, 2008, through June 30, 2008, Air Assurance had been paid \$613,000.00 by the BASD. In total, from July, 2002 to present, Air Assurance has been paid \$3,100,000.00 by the BASD, without being held accountable. It is alleged that in April of 2004, BAPS employees corresponded regarding the appearance of impropriety of the relationship between BAPS and Air Assurance. It is further alleged that BAPS employees colluded to create a mock, or staged "quote" regarding the work that had been performed by Air Assurance and monies that had been paid out to Air Assurance, so as they would have it readily available should the Superintendent of Schools inquire into the relationship. Local vendors of heating and air services have material evidence and information which support the mentioned practices of BAPS employee(s) and Air Assurance. **Taxpayer evidence includes personal and direct knowledge, the testimony of others and documents and things verifying improper and illegal conduct.**

Basis of Claim(s):

Alleged Misappropriated Taxpayer monies with regards to illegal payments and "agreements" with Broken Arrow School District vendors, including but not limited to Air Assurance.

Action Requested:

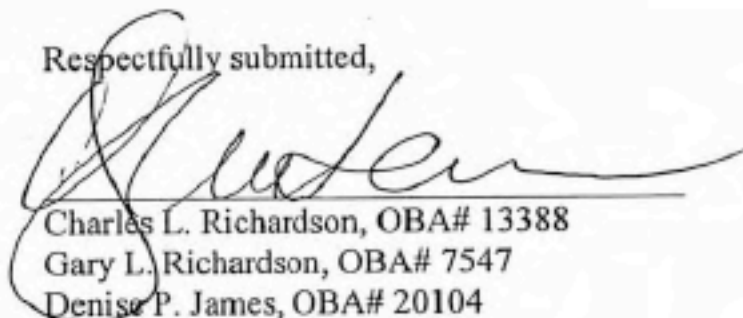
Please submit intention to proceed or refusal to proceed no later than ten (10) business days from the date of this notice.

Attorneys Authorized to Settle Claim(s):

Charles L. Richardson, Esq.
Gary L. Richardson, Esq.
The Richardson Law Firm
6450 S. Lewis Avenue, Suite 300
Tulsa, Oklahoma 74136
(918) 492-7674
(918) 493-1925 Fax

Dated this 7th day of January, 2009.

Respectfully submitted,



Charles L. Richardson, OBA# 13388

Gary L. Richardson, OBA# 7547

Denise P. James, OBA# 20104

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Attorneys for Taxpayers