

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

JIM SISNEY, an individual,)
)
 Plaintiff,)
)
vs.)
)
INDEPENDENT SCHOOL DISTRICT)
NO. 3 OF TULSA COUNTY, a Political)
Subdivision; and the BROKEN ARROW)
SCHOOL BOARD,)
)
)
)
Defendants.)

Case Number: 09-CV-253-TCK-PJC

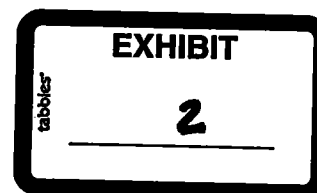
**PLAINTIFF'S ANSWERS TO DEFENDANT'S
FIRST SET OF INTERROGATORIES, REQUESTS FOR PRODUCTION AND
REQUESTS FOR ADMISSIONS**

COMES NOW Plaintiff, by and through his Attorneys of record, Gary L. Richardson, Charles L. Richardson and David R. Keesling of Richardson Richardson and Boudreaux, and for his Responses to Defendant's First Discovery Requests, alleges and states as follows:

GENERAL OBJECTIONS

Plaintiff makes the following general objections to the Discovery Requests of Defendant. Each of the following objections is applicable, to the extent appropriate, to all and each one of the Interrogatories. These general objections are in addition to, and not in lieu of, any specific objections that may additionally be made to any specific discovery request.

1. Plaintiff objects to discovery request that are not relevant to the subject matter of the pending action and those that are not reasonably calculated to lead to the discovery of admissible evidence.



2. Plaintiff objects to discovery request that call for disclosure of information subject to the attorney-client privilege. To the extent the Interrogatories inquire, in whole or in part, into the communications between attorneys and clients (or between or among clients or clients' representatives and their lawyers' representatives) made in confidence for the purpose of facilitating the rendition of professional legal services, all of such communications are protected from discovery by the attorney-client privilege.

3. Plaintiff objects to the disclosure of any information that was prepared in anticipation of litigation for trial by and for Plaintiff or any of its representatives that is otherwise beyond the scope of discovery admitted by court rule.

4. Plaintiff objects to the definitions and instructions contained in Defendant's discovery request to the extent those definitions and instructions might purport to impose duties or obligations in addition to, or inconsistent with, or different from the requirements of the statutes.

5. Plaintiff objects to Defendant's discovery request to the extent Defendant purports to require Plaintiff to identify or produce information or documents that are not within Plaintiff's custody and control. Plaintiff will identify or produce non-privileged information or documents that are presently in the custody and control of Plaintiff.

6. Plaintiff objects to Defendant's instructions concerning the supplementation of Plaintiff's answers to the extent that those instructions might purport to impose duties or obligations in addition, or inconsistent with, or different from the requirements of the Oklahoma statutes.

7. Plaintiff objects to Defendant's instructions to the extent Defendant purports to require Plaintiff to identify and give detailed information concerning privileged documents, communications or information in which such identification is not required by Oklahoma statute.

8. Plaintiff does not concede the relevancy of any discovery request nor the relevancy nor admissibility of any information provided or documents produced in answer thereto. The fact that information is provided for documents produced in answer to a particular discovery request does not mean that it is probative of any particular issue in this matter.

9. If any work product or privileged document or information is inadvertently produced in answer to these or other requests, Plaintiff reserves this privilege with respect to the document or information, their right to object to inspection and copying the document or information, their right to demand the return of the document or information, and their right to object to the admissibility of the document or information.

10. Plaintiff reserves the right to supplement these responses in accordance with the Discovery Code until discovery is complete by final order of this Court.

11. Objection is made to discovery request that inquire about “every” and “all” documents, statements, knowledge and require Plaintiff to produce “fully”, to the extent that such requests reach, or would require Plaintiff to invade or reveal communications and things that are exempt. Plaintiff further objects to such indiscriminately inclusive discovery request as an improper attempt to limit its trial presentation at the pretrial stages of discovery.

12. To the extent that a discovery request requires a answer which impliedly adopts the supposition of the request that Plaintiff have acted or omitted to act in the manner described, and answer to such requests does not constitute admission or denial of such assumed facts.

13. To the extent the discovery requests inquire, in whole or in part, into the mental impressions, conclusions, opinions, or legal theories of Plaintiff attorneys working to assist trial preparation or in anticipation of litigation, such is protected from discovery by the work product

privilege.

INTERROGATORIES

INTERROGATORY NO. 1: Identify all persons and companies to whom you have submitted any inquiry or application for employment since September 1, 2008.

ANSWER NO. 1: Objection. This Interrogatory is overly broad and unduly burdensome. However, without waving said objection, I have communicated with various districts, explored alternative career options, spoke to someone in Rockwall, Texas regarding an Assistant Superintendent position, received one offer for Interim appointment with Sperry Public Schools, which has since become permanent.

INTERROGATORY NO. 2: Identify all persons and companies from whom you have been extended an offer of employment since September 1, 2008, whether accepted by you or not.

ANSWER NO. 2: I received and accepted one offer for Interim appointment with Sperry Public Schools, which has since become permanent.

INTERROGATORY NO. 3: Identify all employment contracts that you have entered into with any employer since September 1, 2008.

ANSWER NO. 3: Sperry Public Schools.

INTERROGATORY NO. 4: Identify all employment opportunities that you assert were not available to you as a result of your dismissal from the Broken Arrow School District on October 23, 2008.

ANSWER NO. 4: Objection. This Interrogatory is premature as this case remains in the early stages of discovery. Further, this Interrogatory calls for speculation. However, without waving said objection, Plaintiff is unaware, at this time of any/all employment opportunities that were

unavailable to him as a result of his dismissal from BASD.

INTERROGATORY NO. 5: Identify all opportunities to earn money as a result of employment, grant, award, stipend, or otherwise, that you assert were not available to you as a result of your dismissal from the Broken Arrow School District on October 23, 2008.

ANSWER NO. 5: Objection. This Interrogatory is premature as this case remains in the early stages of discovery. However, without waiving said objection, Dr. Sisney was selected as a finalist for the Broad Foundation Superintendent's Academy, based upon his success in the Superintendent position for Broken Arrow Public Schools, prior to his termination, which termination disqualified him.

INTERROGATORY NO. 6: Identify all persons who you may call at the time of trial to offer opinion testimony as to the amount of damages you claim to have suffered as a result of the acts complained of in your Complaint.

ANSWER NO. 6: Objection. This Interrogatory is premature as this case remains in the early stages of discovery. However, without waiving said objection, at this time Plaintiff intends to call Sandra Henderson.

INTERROGATORY NO. 7: With respect to any assertion by you that a member of the Broken Arrow School District Board of Education was biased against your employment with the Broken Arrow School District, identify all persons who you assert has personal knowledge of each such board member's bias.

ANSWER NO. 7: Objection. This Interrogatory is premature as this case remains in the early stages of discovery. However, without waiving said objection, Plaintiff refers Defendant to Plaintiff's Initial Disclosures for a list of persons with personal knowledge.

INTERROGATORY NO. 8: Identify all persons who have paid you any money in excess of

\$100.00 for any services, professional or otherwise, rendered by you from October 23, 2008 to date.

ANSWER NO. 8: No individual persons have paid any money in excess of \$100.00 for any services, professional or otherwise, rendered by you from October 23, 2008 to date. However, Sperry Public Schools has paid for my employment.

INTERROGATORY NO. 9: In paragraph 15 of your Complaint, you allege that three members of the Broken Arrow School District Board of Education “began a concerted pattern of retaliation against Sisney, ultimately leading to his dismissal.” With respect to these three board members, identify the date, time and place of each act(s) that you assert constituted a concerted pattern of retaliation.

ANSWER NO. 9: Objection. This Interrogatory is premature as this case remains in the early stages of discovery. However, without waiving said objection, Plaintiff lists the meeting boycott, communications with the PTA, Doug Mann’s directives to specific Board members and open records issues as a non-exhaustive list of acts.

INTERROGATORY NO. 10: State all material facts upon which you base your conclusion that “[t]he three members of the Board...wanted Dr. Sisney gone as part of a continuation of the criminal scheme.”

ANSWER NO. 10: Objection. This Interrogatory is premature as this case remains in the early stages of discovery. However, without waiving said objection, Plaintiff refers Defendant to Plaintiff’s Complaint for material facts relevant to this Interrogatory.

INTERROGATORY NO. 11: Identify all persons who you believe have made threats against the life and yourself and the lives of your family members.

ANSWER NO. 11: Objection. This Interrogatory is premature as this case remains in the early

stages of discovery. However, without waiving said objection, Plaintiff asserts that the identities of these people are unknown at this time as the people who have committed these acts do not generally announce themselves as the perpetrators.

INTERROGATORY NO. 12: Identify all persons, including mental health professionals, with whom you have sought any type and form of physical or mental health treatment or counseling as a result of the incidents alleged in your Complaint and for which you seek to hold the Broken Arrow School District responsible.

ANSWER NO. 12: My Minister, Rob Brust, at North Side Christian Church in Broken Arrow, Oklahoma; and my General Practitioner, Dr. Patrick Sharp, in Broken Arrow, Oklahoma.

INTERROGATORY NO. 13: Identify all material facts that support your claim that you were “not afforded the opportunity, upon termination, to receive a ‘meaningful’ hearing to clear his name[,]” as alleged in paragraph 27 of your Complaint.

ANSWER NO. 13: Objection. This Interrogatory is premature as this case remains in the early stages of discovery. However, without waiving said objection, Plaintiff refers Defendant to Plaintiff’s Complaint for material facts relevant to this Interrogatory.

INTERROGATORY NO. 14: Identify all of the ways by which you assert the Broken Arrow District breached your employment contract.

ANSWER NO. 14: Objection. This Interrogatory is premature as this case remains in the early stages of discovery. However, without waiving said objection, Plaintiff refers Defendant to Plaintiff’s Complaint for material facts relevant to this Interrogatory.

INTERROGATORY NO. 15: Identify all opinions (legal or otherwise) in your custody, possession or control that support your claim that - with respect to Air Assurance - the Broken Arrow School

District violated Oklahoma's Competitive Bidding Laws from 2005 to date.

ANSWER NO. 15: Objection. This Interrogatory is premature as this case is in the early stages of discovery. In addition, this Interrogatory calls for legal conclusions and is protected by the attorney-client privilege as well as considered attorney work product.

INTERROGATORY NO. 16: Identify all elected officials who you asked to intervene on your behalf between April 1, 2008 and December 31, 2008, with regard to your continued employment at the Broken Arrow School District.

ANSWER NO. 16: None.

INTERROGATORY NO. 17: Identify all recorded communications, written communications and documents between you and any former or current employees and board members of the Broken Arrow School District that refer to or are related to any of your claims contained in your Complaint.

ANSWER NO. 17: Objection. This Interrogatory is overly broad, cumulative in nature and unduly burdensome.

INTERROGATORY NO. 18: Identify all recorded communications, written communications and documents exchanged between you and any individual(s) that refer to or are related to any of your claims contained in your Complaint between the dates of April 1, 2008 and December 31, 2008.

ANSWER NO. 18: Objection. Objection. This Interrogatory is overly broad, cumulative in nature and unduly burdensome. Further, this Interrogatory is protected by the attorney-client privilege as well as attorney work product.

INTERROGATORY NO. 19: If your answer to Request for Admission No. 1 is other than an unqualified admission, state all material facts upon which you assert the Broken Arrow School District has not paid all amounts owed to you under your employment contract with the Broken

Arrow School District for the 2008-2009 fiscal year.

ANSWER NO. 19: Objection. The presentation of this Request for Admission is ambiguous in that it can be construed to incorporate actual as well as exemplary damages, and as such, is denied.

REQUESTS FOR PRODUCTION

REQUEST NO. 1: Produce all existing medical and mental health records (including, but not limited to hospital medical charts, x-rays, admission sheets, admitting physical and history reports, doctor's order sheets, lab sheets, nurses' notes, emergency room reports, physical therapy reports, clinic notes, pathology reports, operative reports, post-operative reports, billing statements, and prescription drug logs) that relate to any of the plaintiff's personal injuries alleged in his Complaint.

RESPONSE NO. 1: Plaintiff submits herewith those documents that Plaintiff has in his possession. Defendant can obtain medical records and documents by way of a duly executed Authorization for Release of Protected Health Information, which was not attached to Defendant's discovery requests.

REQUEST NO. 2: Produce all recordings and documents identified by you in your response to the School District's First Set of Interrogatories.

RESPONSE NO. 2: Documents identified, submitted herewith.

REQUEST NO. 3: Produce your state and federal tax returns for the tax years 2006, 2007, 2008 & 2009.

RESPONSE NO. 3: Defendant can obtain tax records and documents by way of a duly executed Authorization for Release of Tax Records, which was not attached to Defendant's discovery requests.

REQUEST NO. 4: Produce all documents that support the amount and source of all income in excess of \$100.00 you have received since January 1, 2009 to date.

RESPONSE NO. 4: These documents are not within the possession of the Plaintiff, therefore, Plaintiff will supplement this Response.

REQUEST NO. 5: Produce all documents and recordings identified in your initial disclosures, as supplemented.

RESPONSE NO. 5: Objection. This request is overly broad and seeks information that is protected by attorney client privilege and/or attorney work product. However, without waiving said objection, Plaintiff will make the responsive documents available at a time and place that is mutually agreeable.

REQUEST NO. 6: Produce all documents in your custody, possession and control that support any claim made by you that any member of the Broken Arrow School District Board of Education was biased against your employment with the Broken Arrow School District in October 2008.

RESPONSE NO. 6: Objection. This Interrogatory is premature as this case remains in the early stages of discovery.

REQUEST NO. 7: Produce all documents that you submitted to any person or company identified by you in your answer to Interrogatory No. 1.

RESPONSE NO. 7: None in my possession.

REQUEST NO. 8: Produce all documents related to any offer of employment received by you from any person or company identified by you in your answer to Interrogatory No. 2.

RESPONSE NO. 8: None in my possession.

REQUEST NO. 9: Produce all documents identified in your answer to Interrogatory No. 3.

RESPONSE NO. 9: Submitted herewith.

REQUEST NO. 10: Produce all documents related to the employment opportunities that you assert were not available to you as a result of your dismissal from the Broken Arrow School District on

October 23, 2008 and identified in your answer to Interrogatory No. 4.

RESPONSE NO. 10: None in my possession.

REQUEST NO. 11: Produce all documents related to opportunities to earn money that you assert were not available to you and identified by you in your answer to Interrogatory No. 5.

RESPONSE NO. 11: None in my possession.

REQUEST NO. 12: Produce all documents that relate to your claim for damages as contained in your Complaint.

RESPONSE NO. 12: Objection. This Interrogatory is premature as this case remains in the early stages of discovery. However, without waiving said objection, the documents submitted herewith relate to my claim for damages as contained in my Complaint.

REQUEST NO. 13: Produce all documents that support your claim that any member of the Broken Arrow Board of Education was biased against your employment with the Broken Arrow School District between the dates of October 1, 2008 and October 30, 2008.

RESPONSE NO. 13: Objection. This Interrogatory is premature as this case remains in the early stages of discovery and is repetitive in nature.

REQUEST NO. 14: Produce all documents that reflect any money in excess of \$100.00 paid to you for any services, professional or otherwise, rendered by you from October 23, 2008 to date.

RESPONSE NO. 14: Defendant can obtain tax records and documents by way of a duly executed Authorization for Release of Tax Records, which was not attached to Defendant's discovery requests.

REQUEST NO. 15: Produce all documents that you claim support your assertion that three members of the Broken Arrow School District Board of Education "began a concerted pattern of

retaliation against Sisney, ultimately leading to his dismissal, as alleged in paragraph 15 of your Complaint.

RESPONSE NO. 15: Objection. This Interrogatory is premature as this case remains in the early stages of discovery.

REQUEST NO. 16: Produce all documents that you claim support your assertion that three members of the Broken Arrow School District Board of Education wanted you terminated from your employment with the Broken Arrow School District as part of a continuation of a criminal scheme.

RESPONSE NO. 16: Objection. This Interrogatory is premature as this case remains in the early stages of discovery.

REQUEST NO. 17: Produce all opinions (legal or otherwise) in your custody, possession or control that support your claim that - with respect to Air Assurance - the Broken Arrow School District violated Oklahoma's Competitive Bidding Laws from 2005 to date.

RESPONSE NO. 17: Objection. This Interrogatory is premature as this case is in the early stages of discovery. In addition, this Interrogatory calls for legal conclusions and is protected by the attorney-client privilege as well as considered attorney work product.

REQUEST NO. 18: Produce all documents forwarded by you or on your behalf to any elected official who you asked to intervene on your behalf between April 1, 2008 and December 31, 2008, with regard to your continued employment at the Broken Arrow School District.

RESPONSE NO. 18: None.

REQUEST NO. 19: Produce all documents provided by you or on your behalf to any elected official regarding the alleged criminal scheme you claim existed and which involved employees and board members of the Broken Arrow School District.

RESPONSE NO. 19: None.

REQUEST NO. 20: Produce all records, including but not limited to calendars, diaries, logs, and notes, generated by you, or any other individuals, with respect to the incidents and damages alleged in your Complaint.

RESPONSE NO. 20: Objection. This Interrogatory is protected by the attorney-client privilege as well as considered attorney work product.

REQUEST NO. 21: Produce all documents that you assert support your claim that your employment contract with the Broken Arrow School District was breached.

RESPONSE NO. 21: Submitted herewith.

REQUEST NO. 22: Produce all documents that you assert support your claim that you were denied due process with regard to your employment with the Broken Arrow School District.

RESPONSE NO. 22: Objection. This Request is misdirected at Plaintiff as it seeks information that requires legal analysis.

REQUEST NO. 23: Produce all documents that you assert support your claim that you were denied a meaningful hearing to clear your name before the Broken Arrow School District Board of Education.

RESPONSE NO. 23: Objection. This Request is misdirected at Plaintiff as it seeks information that requires legal analysis.

REQUEST NO. 24: Produce all documents and recordings identified in your answer to Interrogatory No. 17.

RESPONSE NO. 24: Objection. This Request is overly broad, cumulative in nature and unduly burdensome.

REQUEST NO. 25: Produce all documents and recordings identified in your answer to Interrogatory No. 18.

RESPONSE NO. 25: Objection. Objection. This Request is overly broad, cumulative in nature and unduly burdensome. Further, this Request is protected by the attorney-client privilege as well as attorney work product.

REQUEST NO. 26: Produce all written and/or recorded statements given by you with respect to the allegations contained in your Complaint.

RESPONSE NO. 26: None.

REQUEST NO. 27: Produce all documents and recordings that substantiate the plaintiff's claimed damages in the amount of \$2,500,000 as set forth in your supplemental initial disclosures.

RESPONSE NO. 27: Objection. This Request is premature as this case remains in the early stages of discovery.

REQUEST NO. 28: Produce all documents provided to you by any members of the Broken Arrow School District Board of Education that support any of your claims contained in your Complaint.

RESPONSE NO. 28: Objection. Objection. This Request is overly broad, cumulative in nature and unduly burdensome.

REQUEST NO. 29: Produce all documents provided by you or on your behalf by any members of the Broken Arrow School District Board of Education regarding any of your claims contained in your Complaint.

RESPONSE NO. 29: Objection. This request is vague and unintelligible. Further, this Request is overly broad, cumulative in nature and unduly burdensome.

REQUEST NO. 30: If you assert that the Broken Arrow School District has not paid all amounts

owed to you under your employment contract with the Broken Arrow School District for the 2008-2009 fiscal year, produce all documents that you contend support your assertion.

RESPONSE NO. 30: Objection. The presentation of this Request is ambiguous in that it can be construed to incorporate actual as well as exemplary damages, and as such, is denied as premature and overly broad.

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1: Admit that the Broken Arrow School District has paid all amounts owed to you under your employment contract with the Broken Arrow School District for the 2008-2009 fiscal year.

RESPONSE NO. 1: Denied.

Respectfully submitted,

/s/ David R. Keesling

Gary L. Richardson, OBA# 7547

Charles L. Richardson, OBA# 13388

David R. Keesling, OBA#17881

RICHARDSON RICHARDSON BOUDREAUX

6450 S. Lewis, Suite 300

Tulsa, Oklahoma 74136

Tel: 918/492-7674

Fax: 918/493-1925

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 4th day of November, 2009, a true and correct copy of the foregoing instrument was properly transmitted to:

Kent B. Rainey
ROSENSTEIN, FIST & RINGOLD
525 South Main, Suite 700
Tulsa, Oklahoma 74103
Attorneys for Defendants

/s/ David R. Keesling
RICHARDSON RICHARDSON BOUDREAUX