

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

<b>DR. JIM SISNEY, an individual,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>vs.</b>	)	<b>Case Number: CJ-2008-06173</b>
	)	<b>Judge: Daman Cantrell</b>
<b>MIKE RAMPEY, an individual;</b>	)	
<b>DOUGLAS J. HUDKINS, an individual;</b>	)	
<b>MARYANNE FLIPPO, an individual;</b>	)	
<b>SHARI WILKINS, an individual;</b>	)	
<b>SHARON WHELPLEY, an individual,</b>	)	
	)	
<b>Defendants.</b>	)	

**PLAINTIFF'S MOTION TO AMEND PETITION**

COMES NOW Plaintiff, Jim D. Sisney (hereinafter "Plaintiff"), and hereby moves to amend his Petition to include Proper Party Defendants, Independent School District No.3 and Air Assurance Co., as well as claims for breach of contract, constructive termination and breach of the implied covenant of good faith and fair dealing. In support of this Motion, Plaintiff offers the following:

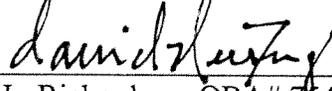
1. During the course of this litigation, Plaintiff has discovered that Independent School District No.3 and Air Assurance Co. are Proper Party Defendants to this lawsuit. Therefore, Plaintiff seeks to file an Amended Petition, including those parties as Defendants.
2. During the course of this litigation, Plaintiff has discovered that claims for breach of contract, constructive termination and breach of the implied covenant of good faith and fair dealing exist. Therefore, Plaintiff seeks to file an Amended Petition, including those claims (Attached hereto as Exhibit "A").
3. Pursuant to O.S. 12 § 2015, the Court may grant leave to amend as justice so

requires. Pursuant to O.S. 12 § 2021, the Court may add or drop parties as justice requires. Parties may be added by order of the court on a motion by any party or on the Court's own initiative at any stage of the action.

4. This request is sought in good faith, will not unfairly prejudice any party nor will it create substantial delay. This case is in the early stages of discovery and *no depositions have yet taken place*.
5. Plaintiff was previously unable to request amendment while Plaintiff's Application for Order of Dismissal without Prejudice was pending in the Northern District of Oklahoma, Case No. 4:09-cv-00253-CVE-PJC, which included the Defendant Independent School District No. 3. Filed on October 7, 2009, Plaintiff's Application for Order of Dismissal Without Prejudice was granted February 3, 2010.
6. Counsel for Plaintiff has contacted Counsel for all Defendants and Counsel for all Defendants object to this Motion.

**WHEREFORE**, Plaintiff respectfully requests this Court grant his leave to amend the Petition so that he may properly assert relevant claims against Proper Party Defendants Independent School District No. 3 and Air Assurance Co. Plaintiff requests all other relief this Court deems just and equitable.

Respectfully submitted,  
**RICHARDSON RICHARDSON BOUDREAU**



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Charles L. Richardson, OBA# 13388  
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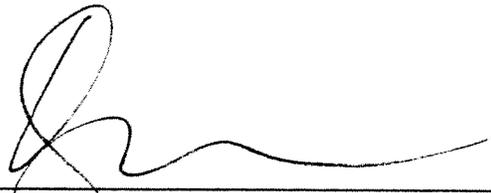
**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 5<sup>th</sup> day of March, 2010, a true and correct copy of the foregoing instrument was mailed with proper postage prepaid thereon to:

Graydon Dean Luthey, Jr.  
**HALL, STILL, HARDWICK, GABLE,  
GOLDEN & NELSON, P.C.**  
320 South Boston Avenue, Suite 200  
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**WALTA & WALTA**  
120 East Oklahoma  
Hennessy, Oklahoma 73742

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**FOR THE FIRM**

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

**DR. JIM SISNEY, an individual,** )  
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 **Plaintiff,** )

vs. )

**Case Number: CJ-2008-06173**  
**Judge: Daman Cantrell**

**MIKE RAMPEY, an individual;** )  
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**MARYANNE FLIPPO, an individual;** )  
**SHARI WILKINS, an individual;** )  
**SHARON WHELPLEY, an individual;** )  
**INDEPENDENT SCHOOL DISTRICT** )  
**NO. 3 OF TULSA COUNTY, a Political** )  
**Subdivision; and AIR ASSURANCE CO.,)**  
**a Domestic For Profit Business** )  
**Corporation,** )  
 **Defendants.** )

**SECOND AMENDED PETITION**

COMES NOW the Plaintiff, Dr. Jim Sisney, individually, by and through his Attorneys of record, Gary L. Richardson, Charles L. Richardson, David R. Keesling and Denise P. James of Richardson Richardson and Boudreaux, and for his Second Amended Petition against the Defendants, Mike Rampey, Douglas J. Hudkins, Maryanne Flippo, Shari Wilkins, Sharon Whelpley, Independent School District No. 3 of Tulsa County and Air Assurance Co., alleges and states as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. At all times mentioned herein, the Plaintiff, Dr. Jim Sisney, was and is an individual residing in the County of Tulsa, State of Oklahoma.
2. Based upon information and belief, at all times mentioned herein, Mike Rampey was and is an individual residing in the County of Tulsa, State of Oklahoma. Based upon information and belief,



and belief, Mike Rampey is a co-owner and the President of Air Assurance, a heating and air company in the County of Tulsa, State of Oklahoma.

3. Based upon information and belief, at all times mentioned herein, Douglas J. Hudkins, O.D., was and is an individual residing in the County of Tulsa, State of Oklahoma. Based upon information and belief, Douglas J. Hudkins, O.D. is an Optometrist doing business in the Sequoyah Professional Building in Tulsa County, State of Oklahoma.

4. Based upon information and belief, at all times mentioned herein, Maryanne Flippo was and is a member of the Broken Arrow School Board and an individual residing in the County of Tulsa, State of Oklahoma.

5. Based upon information and belief, at all times mentioned herein, Shari Wilkins was and is a member of the Broken Arrow School Board and an individual residing in the County of Tulsa, State of Oklahoma.

6. Based upon information and belief, at all times mentioned herein, Sharon Whelpley was and is a member of the Broken Arrow School Board and an individual residing in the County of Wagoner, State of Oklahoma.

7. Based upon information and belief, at all times mentioned herein, Defendant Independent School District No. 3 of Tulsa County (“Broken Arrow School District” or “BASD”), was and is a political subdivision and an educational institution located in the State of Oklahoma. At all relevant times mentioned herein, the District was the employer of Plaintiff Jim Sisney.

8. Based upon information and belief, at all times mentioned herein, Defendant Air Assurance Co., was and is a Domestic For Profit Business Corporation, located in the State of Oklahoma. At all relevant times mentioned herein, Defendant Mike Rampey was a co-owner and

the President of Air Assurance Co.

9. Jurisdiction is proper in the Tulsa County District Court since the amount in controversy exceeds \$10,000.00, the Defendants are residents of or have done business in Tulsa County, Oklahoma and the cause of action and the damages claimed by the Plaintiff, in whole or in part, arose in Tulsa County, Oklahoma.

10. Pursuant to Okla. Stat. Tit. 12, §141, venue is proper in the Tulsa County District Court.

### STATEMENT OF THE FACTS

11. Plaintiff incorporates paragraphs 1 through 10 herein as if set forth verbatim.

12. Dr. Sisney entered into a contract for employment with the Broken Arrow School District (hereinafter "BASD") in the Spring of 2003.

13. On or about April 1, 2008, BASD Procurement Director, Mark Bilby, informed the Plaintiff, Dr. Jim Sisney, that \$77,000.00 worth of work had been done by vendor Air Assurance (hereinafter "AA") and no money had been encumbered for such work.

14. AA is an HVAC company in Broken Arrow, Oklahoma. AA is owned and managed by Mike and Narissa Rampey (hereinafter the "Rampeys"). AA has for several years engaged in a scheme, in association with some employees of BASD, in violation of the Competitive Bidding Laws

15. Because it is the policy of the BASD, and is statutorily required, for monies to be encumbered prior to any work being performed, Dr. Sisney found this alarming and subsequently informed the School Board (hereinafter the "Board") of the discovery.

16. Through investigation and inquiry, Dr. Sisney discovered that the relationship with AA and the Rampeys, was one in which the Competitive Bidding Act was avoided for some time,

by use of a blanket purchase order. In addition, any maintenance or work allegedly performed by AA 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. Due to the backwards nature of the process, the \$77,0000 that was flagged and brought to the attention of Jim Sisney, had been inadvertently left off the work order and therefore not encumbered, which allowed for the discrepancy to come to light.

17. At the time, Bill Miller, the Director of Maintenance, and Gary Gerber, the Assistant Superintendent of Operations, were charged with “oversight” of AA, but it became increasingly clear that a Secretary in Bill Miller’s office was the only employee to account for and correspond with the company. Bill Miller personally stated in the presence of Dr. Sisney and Mark Bilby that he “gave no oversight,” and further stated, “you have to trust somebody”.

18. On April 14, 2008, in an executive session of the Board, Dr. Sisney advised the Board Members that due to the discrepancy, he would be making infrastructure changes, the main purpose of which was to place the handling of the money and the purchase power with the same person, Mark Bilby, for more monitored reporting and appropriate bidding processes. The encumbrance requests for AA were, at that time, being “handled” separately by Gary Gerber, the Assistant Superintendent of Operations and Bill Miller, the Director of Maintenance.

19. On May 6, 2008, Dr. Sisney was informed that Board Member Shari Wilkins had business relations outside the BASD with the Rampeys and AA, by way of a personal business for which she was creating a new benefits package for AA.

20. On May 8, 2008, at 3:16 P.M., Dr. Sisney received an e-mail from Rampey, President of AA, detailing what he felt to be fifteen years of quality service and absolutely, without warning,

terminating any future service to the BASD, effective immediately.

21. On May 8, 2008 at 3:20 P.M., School Board Member Sharon Whelpley received an e-mail from Rampey stating,

“This is the letter that I sent to Bill Miller, Dr. Sisney and Mark Bilby. When you have time, I would love to show you our new place and discuss this with you if you would like. You are a very valued and respected board member and are the only one I am sharing this with. Thank you, Mike Rampey, President, Air Assurance Co.” (Copy of previous e-mail attached).

22. A relationship existed between Mike and Narissa Rampey and Sharon Whelpley at the time of that e-mail, based upon a January 19, 2007 campaign contribution made by the Rampeys to Whelpley, as reported on Whelpley’s Campaign Contributions and Expenditures Report.

23. Between May 5, 2008, and May 10, 2008, Mike Rampey made several attempts to set up a meeting with Dr. Sisney.

24. On or around May 10, 2008, pressure on Jim Sisney began to increase from specific School Board members Maryanne Flippo, Shari Wilkins and Sharon Whelpley, regarding the BASD relationship with AA and the Rampeys. Dr. Sisney was told repeatedly that the Rampeys were “politically important” and that a continued relationship with them would be beneficial.

25. On or around May 13, 2008, Mark Bilby reported to Jim Sisney that AA and the Rampeys had been given unauthorized Master Keys and security codes to Broken Arrow Public Schools buildings, all of which had not been returned.

26. On May 20, 2008, in response to a request, Dr. Sisney received an e-mail from the BASD Director of Accounting detailing specific inquiries in regards to work done by AA and/or paid for by BASD.

27. On May 20, 2008, an invoice was forwarded to Dr. Sisney that showed repairs and

labor were done by AA at the office of Rampey friend Douglas J. Hudkins, O.D., a local Optometrist, not affiliated with the BASD. The invoice was approved for payment and signed by Bill Miller, Director of Maintenance, on behalf of BASD.

28. On May 22, 2008, a meeting was held in regards to the issues discussed above. Rampey, Jim Sisney, Board Member Shari Wilkins and Board Member Stephanie Updike were in attendance. Dr. Sisney discussed his concerns, the specific inquiries and issues he had discovered, as well as informed them that serious errors, audit exceptions and statutory violations had taken place in regards to the Rampeys and AA. Rampey said he would look into the issues and discrepancies and said he was cutting service with the BASD mostly because AA was “losing money with the District”.

29. As of the date of that meeting, as reported for the last Fiscal Year of July 1, 2008, through June 30, 2008, AA and the Rampeys, as owners, had been paid \$613,000.00 by the BASD. In total, from July, 2002 to present, AA and the Rampeys have been paid \$3,100,000.00 by the BASD, without being held accountable to oversight by the BASD. Dr. Sisney only came upon this knowledge due to an error that was brought to his attention in the Spring of 2008.

30. On May 22, 2008, following the meeting, Rampey sent e-mails to Dr. Sisney, Ms. Updike and Ms. Wilkins stating that he could explain all of the discrepancies that were brought to light and inquiries that remained unanswered. Dr. Sisney forwarded the e-mail to the remaining Board Members.

31. On May 27, 2008, Dr. Sisney responded to Rampey’s e-mail letting him know that the BASD’s “fiduciary duty to the taxpayer is paramount” and that he would address the issues again with the Rampeys and AA once he had a complete picture of the issues, rather than addressing

them at this early stage one-by-one.

32. At some time between May 27, 2008, and June 27, 2008, the School Board Members privately met with the Rampeys and AA in a surreptitious manner. To avoid quorum (three members present out of five), they met with the Rampeys two, by two, by one (2/2/1), in three (3) separate meetings. Rampey tells Board President Terry Stover, regarding Dr. Jim Sisney, "I want him gone." Stover reports the statement to Dr. Sisney.

33. Throughout this time, Dr. Sisney felt increasing and consistent pressure from specific Board Members Maryanne Flippo, Shari Wilkins and Sharon Whelpley, regarding the BASD relationship with the Rampeys.

34. On June 27, 2008, the Rampeys sent a letter on AA letterhead to all Board Members and Dr. Sisney attempting to address the discrepancies that were voiced by Dr. Sisney and accusing Dr. Sisney of going on a "witch hunt". The letter demanded redaction of the inquiries into their business dealings with the BASD, as well as a personal apology from Dr. Sisney regarding the same. In the same letter, the Rampeys contend that they presented their explanations to all the Board Members of the BASD, in individual meetings, to their "unquestionable approval".

35. At or around the end of June, 2008, Dr. Sisney made the decision to eliminate the positions of Mr. Miller, Director of Maintenance, and Mr. Gerber, Assistant Superintendent of Operations, due to the questions surrounding the handling of AA, budget reductions and the BASD's desire to move in a different direction on the reporting infrastructure of the BASD. Both retired without incident once presented with a comprehensive picture of the inconsistencies and questions that had been raised by Dr. Sisney.

36. Dr. Sisney felt increasing and consistent pressure from specific Board Members

Maryanne Flippo, Shari Wilkins and Sharon Whelpley, regarding the BASD relationship with the Rampeys. He received numerous telephone calls and messages regarding the same, most inquiring as to the status of rebuilding a relationship with AA and the Rampeys. Shari Wilkins continually insisted that an “apology” be given to the Rampeys for inquiring into their business practices.

37. On July 14, 2008, under constant pressure from specific Board Members Maryanne Flippo, Shari Wilkins and Sharon Whelpley, regarding the relationship with the Rampeys and AA, Dr. Sisney wrote a detailed letter to the Board regarding the same. Attached hereto as Exhibit “B”.

38. On July 15, 2008, a Board meeting was held to discuss the letter sent to the Board by AA and the Rampeys. Again Dr. Sisney presents specific talking points to the Board regarding his concerns and a letter to the President of the Broken Arrow School System to investigate the appearance of a conflict of interest between the Board Members and the handling of the AA issues.

39. At some point close in time to the meeting, City Council Member and friend of the Rampeys, Mike Lester, contacted MaryAnn Flippo, School Board Member, and tells her that Dr. Sisney has not been attending meetings of the Economic Development Corporation (hereinafter “EDC”), an entity that was created by Dr. Sisney and meetings of which he is not required to attend. Board Member Flippo contacted all other Board Members and informed them of the same.

40. The negative campaign commencing against him added to the pressure Dr. Sisney felt from the Board Members regarding the BASD’s relationship with AA and the Rampeys.

41. Subsequently, three (3) executive School Board sessions were held in relation to Dr. Sisney’s yearly evaluation and contract with the BASD. The final session was attended by the Rampeys and lasted six (6) hours. Although Dr. Sisney received a good evaluation and/or review and has received a raise and a contract extension every year of his service to the BASD, he received

no contract extension.

42. On August 12, 2008, the School Board held a special Board meeting regarding the hiring of an attorney, without consulting Superintendent Sisney, which is a violation of BASD Policy 15.1.

43. Dr. Sisney was later informed that on more than one occasion, Douglas J. Hudkins, previously identified as friend to the Rampeys and recipient of AA heating and air service paid for by BASD, has been openly making accusations that Dr. Sisney was “stealing from the schools and trying to blame it on the Rampeys” and that Dr. Sisney should be fired. Mr. Hudkins has also stated that this information came directly from Rampey himself.

44. On August 14, 2008, and August 19, 2008, Dr. Sisney is informed via e-mail that Dr. Kyle Wood, Superintendent of Bixby Public Schools had been approached by a Board Member inquiring as to his interest in Dr. Sisney’s position as Superintendent of BASD.

45. Since that date, attorney Douglas Mann was hired to represent the interests of the School Board, as a whole, however attorney Mann has failed to fulfill his legal obligations to the Board as a whole and has consistently and overtly represented only the interests of three specific board members, Maryanne Flippo, Shari Wilkins and Sharon Whelpley.

46. Throughout attorney Mann’s “representation” he has advised Flippo, Wilkins and Whelpley to the detriment of the entire Board, the Broken Arrow School District and the Superintendent of Schools.

47. Attorney Mann has refused, even at the written request of Dr. Sisney, to meet with the Superintendent regarding issues which the Superintendent feels need to be addressed, because the resolution of said issues would be contrary to the course of which Mann, Flippo, Wilkins and

Whelpley are trying to establish.

48. The actions of Defendants Flipppo, Wilkins, Whelpley and Mann, both individually and in concert are violative of the rights of Dr. Sisney, as well as contrary to the laws of the State of Oklahoma and the rules governing the Broken Arrow School Board and School District.

49. As a result of the aforementioned conduct, Jim Sisney has suffered and continues to suffer injuries in an amount greater than \$10,000.00.

### DEFAMATION

50. Plaintiff incorporates paragraphs 1 through 49 herein as if set forth verbatim.

51. Defendants did make false and malicious statements that Jim Sisney, as Superintendent of Schools, did knowingly and intentionally “steal” monies from the Broken Arrow School District.

52. Defendants did make false and malicious statements that Jim Sisney was “stealing”, deeming him a thief. Such statements potentially constitute slander per se.

53. Defendants did knowingly and recklessly make false allegations regarding professional impropriety and misconduct against Jim Sisney.

54. Upon reasonable information and belief, Defendants disseminated the defamatory statements described above to third parties. At the time such injurious statements were published and disseminated, Defendants knew they were false.

55. The malicious and untruthful comments, statements and information regarding the alleged conduct of Dr. Sisney were designed and calculated to injure, or otherwise leave an impression upon the listener that Dr. Sisney was guilty of some type of fraudulent, criminal or other egregious behavior. The false information Defendants published to third parties as described in this

Petition is slanderous in that, as reasonably interpreted, the information harmed the character, personal and professional reputation of Dr. Sisney so as to lower him in the opinion and estimation of the community and particularly his profession. In addition, these defamatory statements clearly fall outside any absolute or conditional privilege exceptions regarding liability for such defamatory statements.

56. As a result of Defendants' defamatory statements and actions, Dr. Sisney has sustained damages in an amount in excess of \$10,000.00.

57. Further, Defendants' defamatory actions were carried out with reckless and wanton disregard for the rights and well being of Dr. Sisney. As such, Dr. Sisney also seeks an additional award of exemplary damages in amount commensurate with Defendants' financial standing and net worth and which shall punish Defendants and serve as a deterrent against similar conduct in the future.

### **BREACH OF CONTRACT**

58. Plaintiff incorporates paragraphs 1 through 57 herein as if set forth verbatim.

59. Defendant ISD #3 breached its employment agreement with Dr. Sisney, by failing to perform all the contractual obligations associated with the contract, specifically by the constructive termination of Dr. Sisney and choosing to engage in the previously described egregious conduct.

60. As a direct and proximate result of Defendant ISD #3's aforementioned breach of contract, Dr. Sisney has sustained damages in an amount in excess of \$10,000.00.

### **CONSTRUCTIVE DISCHARGE**

61. Plaintiff incorporates paragraphs 1 through 60 herein as if set forth verbatim.

to engage the egregious coarse of conduct set forth above.

64. Defendant, Independent School District Number 3, allowed the Plaintiff's working conditions to become entirely unworkable and intolerable to the degree that Plaintiff reasonably believed that his employment had been effectively terminated.

65. Plaintiff's constructive discharge was in violation of the contract laws of the State of Oklahoma, as well as Oklahoma's public policy goal of promoting the public interest and welfare by discouraging the coarse of conduct in which Defendant, Independent School District Number 3, participated herein.

#### **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

66. Plaintiff incorporates paragraphs 1 through 65 herein as if set forth verbatim.

67. Defendant, Independent School District Number 3, breached its employment agreement with Dr. Sisney, by failing to perform all the contractual obligations associated with the contract, specifically by the constructive termination of Dr. Sisney, and the choice to engage in the previously described egregious conduct.

68. Defendant, Independent School District Number 3, acted with the intent to wrongfully deprive Dr. Sisney of the fruits of his contract by allowing employees and BASD representatives to engage the egregious coarse of conduct set forth above, ultimately culminating in the constructive termination of Dr. Sisney in violation of Oklahoma law and public policy.

69. Therefore, Defendant Independent School District Number 3 stands in breach of the implied covenant of good faith and fair dealing in relation to the employment contract entered into with Dr. Sisney.

70. The breach by Defendant, Independent School District Number 3, resulted in the direct and

in the constructive termination of Dr. Sisney in violation of Oklahoma law and public policy.

69. Therefore, Defendant Independent School District Number 3 stands in breach of the implied covenant of good faith and fair dealing in relation to the employment contract entered into with Dr. Sisney.

70. The breach by Defendant, Independent School District Number 3, resulted in the direct and proximate damages sustained by Dr. Sisney, in an amount in excess of \$10,000.00.

#### **TORTIOUS INTERFERENCE WITH A BUSINESS CONTRACT**

71. Plaintiff incorporates paragraphs 1 through 70 herein as if set forth verbatim.

72. The Defendants intentionally and improperly interfered with the contract of employment between Jim Sisney and Independent School District Number 3.

73. The Defendants enticed and induced the Broken Arrow School Board not to perform, and thereby breach, their obligations under the employment contract at issue.

74. As a result of the Defendants' interference with and actions concerning the employment contract between Jim Sisney and Independent School District Number 3, Dr. Sisney has sustained damages in an amount in excess of \$10,000.00.

#### **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

75. Plaintiff incorporates paragraphs 1 through 74 herein as if set forth verbatim.

76. The Defendants' actions constitute an intentional, wanton and reckless disregard for the safety, health and well being of Dr. Sisney.

77. The Defendants' actions were so extreme and outrageous as to go beyond all possible bounds of decency and would be considered atrocious and utterly intolerable in a civilized society. As such, the Defendants intentionally or recklessly caused severe emotional distress to Dr. Sisney

beyond that which a reasonable person should be expected to endure. As a direct result of the Defendants' actions, Dr. Sisney has suffered emotional distress damages in an amount in excess of \$10,000.00.

**PUNITIVE AND EXEMPLARY DAMAGES**

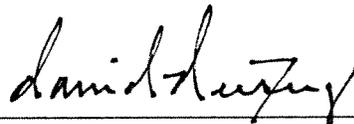
78. Plaintiff incorporates paragraphs 1 through 77 herein as if set forth verbatim.

79. Defendants' individual acts and omissions, as set forth in the preceding paragraphs, were oppressive and in wanton and/or reckless disregard of Jim Sisney's rights.

80. As a direct result of the Defendants' oppression and wanton and/or reckless disregard, Dr. Sisney is entitled to exemplary and punitive damages in an amount to determined by a jury commensurate with the financial resources available to the Defendants and sufficient to deter others similarly situated from like behavior.

**WHEREFORE**, Plaintiff Dr. Jim Sisney prays that this Court grant judgment against the Defendants IN EXCESS of Ten Thousand Dollars and no/100 dollars (\$10,000.00), as well as attorney fees, costs, accruing interest and any other such relief this Court deems just and proper.

Respectfully submitted,  
**RICHARDSON RICHARDSON BOUDREAUX**



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Gary L. Richardson, OBA# 7547  
Charles L. Richardson, OBA# 13388  
David R. Keesling, OBA# 17881  
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*Attorneys for Plaintiff*

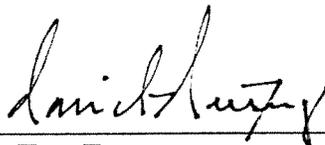
**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 3<sup>rd</sup> day of March, 2010, a true and correct copy of the foregoing instrument was mailed with proper postage prepaid thereon to:

Graydon Dean Luthey, Jr.  
**HALL, STILL, HARDWICK, GABLE,  
GOLDEN & NELSON, P.C.**  
320 South Boston Avenue, Suite 200  
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Phyllis L. Walta  
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Hennessy, Oklahoma 73742



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FOR THE FIRM