

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Jim Sisney, an Individual

(b) County of Residence of First Listed Plaintiff Tulsa County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Gary Richardson, Richardson Richardson Boudreaux, 6450 S. Lewis Ave., Ste 300, Tulsa OK 74136 918-492-7674

DEFENDANTS

Indendant School District No.3 ofTulsa co., a Political Subdivision; and the Broken Arrow School Board

County of Residence of First Listed Defendant Tulsa County
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES(Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|-----------------------------------------|---------------------------------------|----------------------------|---------------------------------------------------------------|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input checked="" type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 USC 1983

Brief description of cause:
Termination in Violation of Due Process, Breach of Contract

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMANDS In Excess of \$75,000

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

Gary Richardson
DOCKET NUMBER

DATE: 04/30/2009 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

**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*
Judge:

Jury Trial Demanded
Attorney Lien Claimed

COMPLAINT

COMES NOW the Plaintiff, Jim Sisney, individually, by and through his attorneys of record, Gary L. Richardson, Charles L. Richardson and Denise P. James of Richardson, Richardson & Boudreaux, and for his causes of action against the Defendants, alleges and states as follows:

PARTIES, JURISDICTION, AND VENUE

1. At all times mentioned herein, the Plaintiff, 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, Defendant Independent School District No. 3 of Tulsa County (the "District"), 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.
3. Based upon information and belief, at all times mentioned herein, Defendant Broken Arrow School Board (hereinafter "the Board"), was and is the taxpayer elected governing entity

of The District, operating in the Counties of Tulsa and Wagoner, State of Oklahoma.

4. The jurisdiction of This Court is invoked pursuant to Art. 2 7, Okl. Const., and 42 U.S.C. §1983.

5. The unlawful acts alleged herein took place within the Northern District of the State of Oklahoma.

6. At all times mentioned herein, the occurrence and or occurrences giving rise to these causes of action occurred within the Northern District of the State of Oklahoma.

7. This Court, therefore, has jurisdiction over the Parties and Subject Matter. Venue is also appropriate.

STATEMENT OF THE FACTS

8. Plaintiff incorporates paragraphs 1 through 7 herein as if set forth verbatim.

9. At all times mentioned herein, Plaintiff Jim Sisney was the Superintendent of Operations of the District. Dr. Sisney began serving as the Superintendent in the Spring of 2003.

10. In April, 2008, Dr. Sisney was made aware of information that led to the discovery of possible violations of Oklahoma's Competitive Bidding Laws by Air Assurance ("AA"). Dr. Sisney removed or transferred employees who were either knowing participants in the criminal enterprise with AA or consciously "winking" at the theft by deception.

11. AA is an HVAC company in Broken Arrow, Oklahoma. AA is owned and managed by Mike and Narissa Rampey. (collectively, "Air Assurance or AA.") AA has for several years engaged in a criminal scheme, in association with some employees of the Broken Arrow School District in violation of the Competitive Bidding Laws of Oklahoma. The scheme was used to avoid the Competitive Bidding laws of Oklahoma.

12. In furtherance of the criminal scheme, three members of the Board of Education

commandeered the School Board in July and have worked feverishly and against all reason to keep the matter from seeing the light of day. As a part of the ongoing scheme, Superintendent Dr. Jim Sisney was fired in retaliation for threatening to investigate and expose the scheme that had gone on for several years. The ongoing criminal activity damaged other HVAC vendors in the area by eliminating competition.

13. Employees of the School District engaged in an ongoing enterprise with AA to keep AA's competition from competitively bidding work for the Broken Arrow School District. The enterprise's procedure was to wrongfully use a "Blanket Procurement Practice" for the District to avoid competitive bidding on HVAC services and parts. In addition to eliminating fair competition, facts will show that AA, over extended periods of time, padded their invoices to the District— by overcharging, by charging for services not performed, or by providing and charging for unnecessary repairs and parts.

14. Mike Rampey demanded a meeting in May, 2008, and an apology, from Dr. Sisney; he immediately notified the School District he would no longer be providing them services. He soon changed his mind and his tactics, choosing to engage the School Board members and to get Sisney fired.

15. A pattern of retaliatory behavior and pressure from Dr. Sisney's board ensued against him. He was put under pressure to apologize to the "Rampeys" and to make things right with them. Dr. Sisney refused and the pressure intensified with the Board. His refusal infuriated three (3) members of the School Board and they began a concerted pattern of retaliation against Sisney, ultimately leading to his dismissal.

16. On May 27, 2008, Dr. Sisney e-mailed Mike Rampey (AA) that their billing history would be investigated. Within a short time, Mike Rampey arranged meetings and met with every

Board member. By June 19, he had told the Board President, Terry Stover, he wanted Sisney gone/fired. (Dr. Sisney was suspended on October 6, 2008, and fired 10 days later.) The three members of the Board and Mike Rampey wanted Dr. Sisney gone as part of a continuation of the criminal scheme.

17. In addition, Dr. Sisney has reason to believe that his life and possibly the lives of his family members are in danger as he has heard talks of threats of harm asserted against him. The above-mentioned tribulations have caused an enormous strain upon Dr. Sisney and his family emotionally, physically, and financially.

18. The actions discussed herein 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.

19. As a result of the aforementioned conduct, Jim Sisney has suffered and continues to suffer injuries in an amount greater than \$75,000.00.

**TERMINATION IN VIOLATION OF DUE PROCESS PURSUANT TO 42 U.S.C. §1983:
PROPERTY INTEREST**

20. Plaintiff incorporates paragraphs 1 through 19 herein as if set forth verbatim.

21. Defendants, at all times pertinent hereto, were persons “acting under the color of state law” as defined in 42 U.S.C. §1983.

22. Under the terms of the employment Agreement, Dr. Sisney possessed a viable property interest in his continued employment.

23. Defendants knowingly and maliciously deprived Dr. Sisney of his federally protected property right, upon his termination.

24. The activities and actions of Defendants toward Dr. Sisney infringed upon and

affected the terms, conditions, or privileges of his employment in violation of 42 U.S.C. §1983.

**TERMINATION IN VIOLATION OF DUE PROCESS PURSUANT TO 42 U.S.C. §1983:
LIBERTY INTEREST**

25. Plaintiff incorporates paragraphs 1 through 24 herein as if set forth verbatim..

26. Defendants, at all times pertinent hereto, were persons “acting under the color of state law” as defined in 42 U.S.C. §1983.

27. Defendants termination of Dr. Sisney under the auspices of mismanagement and Defendants ’s characterizations of Dr. Sisney as a Superintendent who, if in fact, mishandles and mismanages money creates a significant stigma that forecloses his freedom to take advantage of other similar employment opportunities.

28. Dr. Sisney was not afforded the opportunity, upon termination, to receive a “meaningful” hearing to clear his name, which is compelled by Federal Constitutional Law.

29. The activities and actions of Defendants, toward Dr. Sisney infringed upon his constitutional rights and his employment in violation of 42 U.S.C. §1983.

BREACH OF CONTRACT

30. Plaintiff incorporates paragraphs 1 through 30 herein as if set forth verbatim.

31. The conduct of the Defendants as described herein constitutes a breach of the employment Agreement for which Defendants are liable.

32. As a direct and proximate result of the Defendants’ breach of contract, Jim Sisney has suffered damages in an amount greater than \$75,000.00.

PUNITIVE AND EXEMPLARY DAMAGES

33. Plaintiff incorporates paragraphs 1 through 32 herein as if set forth verbatim.

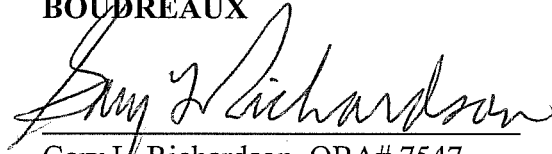
34. Defendants ’s individual acts and omissions, as set forth in the preceding

paragraphs, were oppressive and in wanton and/or reckless disregard of Jim Sisney's rights.

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

WHEREFORE, Plaintiff Jim Sisney prays that this Court grant judgment against Defendants IN EXCESS of Seventy Five Thousand Dollars and no/100 dollars (\$75,000.00), 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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