

DISTRICT COURT
FILED

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

SEP - 3 2008

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

DR. JIM SISNEY, an individual,)
)
 Plaintiff,)
)
 vs.)
)
 MIKE RAMPEY, an individual;)
 NARISSA RAMPEY, an individual;)
 DOUGLAS J. HUDKINS, an individual;)
 and THREE (3) UNNAMED CO-)
 CONSPIRATORS,)
)
 Defendants.)

Case Number: CJ 2008 06173
Judge: DAMAN CANTRELL

Jury Trial Demanded
Attorney Lien Claimed

PETITION

COMES NOW the Plaintiff, Dr. Jim Sisney, individually, by and through his attorneys of record, Gary L. Richardson, Charles L. Richardson and The Richardson Law Firm, and for his causes of action against the Defendants, Mike Rampey, Narissa Rampey, Douglas J. Hudkins and three (3) unnamed co-conspirators, 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, 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, Narissa Rampey was and is an individual residing in the County of Tulsa, State of Oklahoma. Based upon

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

4. 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.

5. Based upon information and belief, at all times mentioned herein, unnamed co-conspirator 1 was and is an individual residing in the County of Tulsa, State of Oklahoma.

6. Based upon information and belief, at all times mentioned herein, unnamed co-conspirator 2 was and is an individual residing in the County of Tulsa, State of Oklahoma.

7. Based upon information and belief, at all times mentioned herein, unnamed co-conspirator 3 was and is an individual residing in the County of Wagoner, State of Oklahoma.

8. 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.

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

STATEMENT OF THE FACTS

10. Plaintiff incorporates paragraphs 1 through 9 herein as if set forth verbatim.

11. At all times mentioned herein, Plaintiff Jim Sisney was and is the current Superintendent of the Broken Arrow School District. Dr. Sisney began serving as the Superintendent in the Spring of 2003.

12. Since Dr. Sisney's promotion from Assistant Superintendent to Superintendent, there has been exponential growth in the Academic Performance Index ("API") of Broken Arrow Schools due to the academic systems and processes that have been created and implemented by Dr. Sisney. While Superintendent, Dr. Sisney was selected as part of an instructional audit team for school improvement in the Palm Beach County School System this past Spring, due to his success in the Superintendent position for Broken Arrow Public Schools and was appointed to the Governing Board of the Regional Education Laboratory Southwest ("RELS"), one of ten laboratories established by the United States Department of Education to create, disseminate and analyze education research in the United States. Dr. Sisney authored House Bill 2341 which created a time line for school improvement and also the comprehensive local education plan. Dr. Sisney authored language inserted in Senate Bill 982, which allowed education research for all school districts in Oklahoma. Dr. Sisney was influential in the decision to increase the cash flow percentage allowance for common schools in Oklahoma. Dr. Sisney is a successful and well-respected Superintendent, and has been so since his promotion to the position in 2003.

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

14. 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.

15. Through investigation and inquiry, Dr. Sisney discovered that the relationship with Air Assurance and its owners Mike and Narissa Rampey (hereinafter 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 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. 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.

16. At the time, Bill Miller, the Director of Maintenance, and Gary Gerber, the Assistant Superintendent of Operations, were charged with "oversight" of Air Assurance, 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".

17. 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 Air Assurance were, at that time, being "handled" separately by Gary Gerber, the Assistant Superintendent of Operations and Bill Miller, the Director of Maintenance.

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

19. On May 8, 2008, at 3:16 P.M., Dr. Sisney received an e-mail from Rampey, President of Air Assurance, detailing what he felt to be fifteen years of quality service and

absolutely, without warning, terminating any future service to the BASD, effective immediately.

20. 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).

21. 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.

22. Between May 5, 2008, and May 10, 2008, Mike Rampey made several attempts to set up a meeting with Dr. Sisney. Dr. Sisney did not feel it appropriate to meet with the Rampeys while he was still investigating the payment and/or work order procedures between BASD and Air Assurance.

23. On or around May 10, 2008, pressure on Jim Sisney began to increase from specific School Board members regarding the BASD relationship with Air Assurance and the Rampeys. Dr. Sisney was told repeatedly that the Rampeys were “politically important” and that a continued relationship with them would be beneficial.

24. On or around May 13, 2008, Mark Bilby reported to Jim Sisney that Air Assurance 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.

25. 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 Air

Assurance and/or paid for by BASD.

26. On May 20, 2008, an invoice was forwarded to Dr. Sisney that showed repairs and labor were done by Air Assurance 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.

27. 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 Air Assurance. Rampey said he would look into the issues and discrepancies and said he was cutting service with the BASD mostly because Air Assurance was "losing money with the District".

28. As of the date of that meeting, as reported for the last Fiscal Year of July 1, ²⁰⁰⁷2008, through June 30, 2008, Air Assurance and the Rampeys, as owners, had been paid \$613,000.00 by the BASD. In total, from July, 2002 to present, Air Assurance 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.

29. 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.

30. 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 Air Assurance once he had a complete picture of the issues, rather than addressing them at this early stage one-by-one.

31. At some time between May 27, 2008, and June 27, 2008, the School Board Members privately met with the Rampeys and Air Assurance 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.

32. Throughout this time, Dr. Sisney felt increasing and consistent pressure from specific Board Members regarding the BASD relationship with the Rampeys.

33. On June 27, 2008, the Rampeys sent a letter on Air Assurance 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". Attached hereto as Exhibit "A".

34. 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 Air Assurance, 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.

35. Dr. Sisney felt increasing and consistent pressure from specific Board Members 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 Air Assurance and the Rampeys. Shari Wilkins continually insisted that an "apology" be given to the Rampeys for inquiring into their business practices.

36. On July 14, 2008, under constant pressure from specific Board Members regarding the relationship with the Rampeys and Air Assurance, Dr. Sisney wrote a detailed letter to the Board regarding the same. Attached hereto as Exhibit "B".

37. On July 15, 2008, a Board meeting was held to discuss the letter sent to the Board by Air Assurance 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 Air Assurance issues. Attached hereto as Exhibits "C" and "D".

38. 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.

39. The negative campaign commencing against him added to the pressure Dr. Sisney felt from the Board Members regarding the BASD's relationship with Air Assurance and the Rampeys.

40. 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.

41. 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.

42. Dr. Sisney was later informed that on more than one occasion, Douglas J. Hudkins, previously identified as friend to the Rampeys and recipient of Air Assurance 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.

43. 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.

44. 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

45. Plaintiff incorporates paragraphs 1 through 44 herein as if set forth verbatim.

46. 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.

47. Defendants did make false and malicious statements that Jim Sisney was

"stealing", deeming him a thief. Such statements potentially constitute slander per se.

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

49. 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.

50. 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.

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

52. 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.

INJURIOUS FALSEHOOD

53. Plaintiff incorporates paragraphs 1 through 52 herein as if set forth verbatim.

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

55. Defendants did make false and malicious statements that Jim Sisney was "stealing", deeming him a thief. Such statements constitute slander per se.

56. Defendants did knowingly and recklessly make false allegations regarding professional impropriety and misconduct against Dr. Sisney.

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

58. 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 and played a substantial part in inducing others not to deal with Dr. Sisney, so as to lower him in the opinion and estimation of the community and particularly within his profession.

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

INVASION OF PRIVACY- FALSE LIGHT

60. Plaintiff incorporates paragraphs 1 through 59 herein as if set forth verbatim.

61. Defendants gave publicity to a matter placing Jim Sisney before the public in a false light.

62. The false light portrayed by the Defendants would be highly offensive to reasonable persons under the circumstances.

63. Defendants had knowledge of or acted in reckless disregard as to the falsity of the publicized matter and the false light.

64. As a result of the Defendants' actions, Dr. Sisney has sustained damages in an amount in excess of \$10,000.00.

TORTIOUS INTERFERENCE WITH A BUSINESS CONTRACT

65. Plaintiff incorporates paragraphs 1 through 64 herein as if set forth verbatim.

66. The Defendants intentionally and improperly interfered with the contract of employment between Jim Sisney and the Broken Arrow School District.

67. The Defendants enticed and induced the Broken Arrow School Board not to perform the contract.

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

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

69. Plaintiff incorporates paragraphs 1 through 68 herein as if set forth verbatim.

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

71. 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

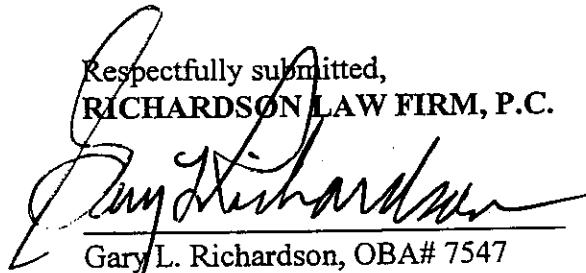
72. Plaintiff incorporates paragraphs 1 through 71 herein as if set forth verbatim.

73. 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.

74. 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 LAW FIRM, P.C.



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Attorneys for Plaintiff

June 27, 2008

JUN 30 2008 AM 9:25

Broken Arrow School Board Members and Dr. Sisney,

This serves as our formal response to various allegations, accusations, and threats directed to Air Assurance Company, its owners and employees, arising out of a supposed investigation concerning Air Assurance and its performance over the past 15 years of exemplary service and contributions to the Broken Arrow Schools.

We have been shocked and disappointed at the accusations and treatment from Dr. Sisney. We do not understand why Dr. Sisney has chosen to address an internal issue at the school system by making unsubstantiated claims about Air Assurance and declaring these unsubstantiated, unverified claims as "fact."

Specifically, Dr. Sisney's recent comments contained a plethora of blanket statements, assumptions, threats, hyperbole, misleading and even incorrect statements. It is apparent Dr. Sisney is ignorant of many of the important and salient details of his own internal processes and operating environment. To have Air Assurance's, its owners' and its employees' integrity and business ethics called into question necessitates this response to these claims.

As the leaders of our company, one of Mike and Narissa Rampey's primary role is to defend Air Assurance's good name should it be brought into question. We will do this as powerfully as we can at all times. In this instance, we have provided all explanation and documentation to the board members for the Broken Arrow Public Schools to their unquestionable approval.

This letter covers many of the points addressed at our individual meetings with the various Board members.

A meeting with Mr. Rampey (owner of Air Assurance Company) and Dr. Sisney (Superintendent of Broken Arrow Schools) was held on May 22nd, 2008. The attendance of others in that meeting was not made known to Mr. Rampey in advance. Others present in that meeting were Stephanie Updike and Shen Wilkins, board members of Broken Arrow Public Schools.

At that meeting, Dr. Sisney made several strong accusations against Air Assurance. These accusations were of the type that calls our company's honesty, ethics and integrity into serious question. Dr. Sisney made these accusations, stating that he "knew for a fact" that his accusations were true. At no time did Dr. Sisney provide any support for these allegations.

In addition to enjoying a long standing reputation of integrity, honesty and the highest standard of business ethics, Air Assurance also maintains excellent business practices that allowed us to verify whether Dr. Sisney's accusations had any basis in truth. None



of these accusations had any shred of truth and had he consulted the School's records, he would have found that his accusations were false.

Presented below is a summary of Dr. Sisney's accusations to date, Air Assurance's response and support for our response:

1. Accusation made: Dr. Sisney "knew for a fact" that we had not been out at Oakcrest School for invoice # 99514

Upon our review of factual documentation gathered in our office from our software and paper files we discovered:

1. Original call was sent in on 3-13-2008, NOTE: phone call rec'vd previous day – shown on service request form sent to AA by BA school maintenance
2. sent by wdazey@ba.k12.ok.us through the Service Requests software program in the maintenance dept.
3. Complaint was "Smells like HVAC unit is hot. Called in yesterday"
4. Electronic time card shows dispatch time 5:00 p.m. on 3-12-08
5. GPS shows dispatch at 505 E. Richmond St. at 5:14 p.m.
6. Written summary of technician's testimony reveals after-hours event with teachers present (no alarm code needed) [can verify if needed the teachers and people that were present when serviceman arrived in building. Air Assurance sees no need to expend wasted time or energy on this discovery.]
7. Motor DOA – on install – ordered new motor (shown on dispatch logs)
8. Motor replaced on 3-18-08 (9:15 a.m.) as shown on hand invoice and GPS & electronic time card.

Fact: Work was requested through proper channels by the School's Maintenance department to Air Assurance. Air Assurance went out to perform work on the building after school hours but was seen by several School employees. Work was performed and invoiced as shown and agreed upon discovery of facts and documentation to support to Board Members in each individual meeting. A simple review of School records would have confirmed what actually occurred.

2. Accusation: Dr. Sisney "knew for a fact" that Air Assurance Company had not been called to perform work for the Educational Service Center Building by anyone in the ESC building, and the work was not authorized.

Facts:

1. Yearly Heat checks are on a P.O. 2008214 issued from Bid submitted
2. Yearly Heat check invoice #97744 (dated 3/19) reveals ESCR11 heat exchanger cracked. Will replace heat exchanger on separate invoice
3. Check list for yearly heat checks was submitted with work performed on specific units.
4. Invoice #99626 was for repairs found during the Yearly heat check
5. BA Schools service Request form was presented as proof of request
6. Technicians hand written invoice was presented as proof of work.
7. Air Assurance Purchase order was presented for part ordered from vendor – with dates and description of location for part ordered.
8. Receiving Report for Air Assurance was presented for part received into Air Assurance Warehouse
9. GPS was presented for hours and location work was performed

A review of Air Assurance's records reveals: Heat checks were authorized by blanket P.O. Repairs were authorized under that PO under MD28007867. Charges were legitimately owed for work authorized and performed under the direction of B.A. School's maintenance. No questions about the authenticity of the facts presented and work authorized were brought by the school board members in meetings of discovery. It was agreed by all that the support documentation represents facts and the work authorized and performed and due as invoiced.

3. **Accusation** of Sequoyah Middle School invoices being duplicated and double billing by Air Assurance charged by Dr. Sisney. Accusation of no PO to do work was authorized.

Facts:

1. Service Request forms presented for discovery on both invoices
2. Service Request forms sent by wdazey@ba.k12.ok.us on 1-14-08 for both units – one on room 105 and one on room 113
3. Service Request form states: Replace bad heat exchanger for unit SEQ-41 found during heat checks. Second request states: Replace bad heat exchanger for unit SEQ-#58 found during heat checks.
4. PO was MD28005885 and MD 28005887 as shown in discovery of facts.
5. Air Assurance wo#s for these jobs were 98287 & 98291
6. Air Assurance internal Purchase Orders from supplier for parts was shown with date of 1/14/08 – with separate internal AA WO#s for each job.
7. AA internal Receiving reports were shown on both parts with different numbers for each receiving report.
8. Electronic time cards were shown for 98287 & 98291 (AA's internal WO#s for both jobs). Work completed on 1/17
9. GPS can be pulled if necessary for this job. (Cost will be incurred for pulling records on GPS this far back.)

Fact: Billing address was correct on billing – due to a typographical error created by new software system service the location shown was incorrect. All other data on invoice was correct and there was no double billing or billing for work not performed.

Work was authorized and approved as shown with facts of documentation to verify (including blanket PO for heat check use and MD #s for repairs). Two separate repairs (of the same nature) were authorized by the school's maintenance department, the work performed on two units and the invoices sent for work performed. No questions about the authenticity of the facts presented and work authorized were brought by the school board members in meetings of discovery. It was agreed by all that the support documentation represents facts and the work authorized and performed and due as invoiced.

All explanations were deemed to be satisfactory by all the board members.

During the meeting with Dr. Sisney, Dr. Sisney made threats to Air Assurance that Air Assurance's activities also violated Oklahoma state statutes. Dr. Sisney did not explain what state statutes were at issue, what those statutes required and how any alleged actions or inactions of Air Assurance constituted a violation. The only information Dr.

Sisney provided to us in these claimed violations was that these unknown state statutes provided the School with a legal remedy for recouping funds from our company for these alleged violations.

Throughout Dr. Sisney's investigation there have been numerous examples of unprofessional, often irresponsible behavior directed toward the current and former employees of Broken Arrow Schools.

Statements made in front of Mr. Rampey by Dr. Sisney, that he was investigating a "cover up" by certain of his employees (who he mentioned by name) were inappropriate and demonstrates a grave lapse and irresponsible behavior on the part of a School Board Superintendent.

When Dr. Sisney, a man with a prominent public position and significant authority, made these very serious accusations and threats to Air Assurance, an appropriate response was necessary.

We have spent considerable personal and company time and money to provide documentation to prove that Dr. Sisney's accusations were completely false. With all of the documentation found by us in each and every case, we do not understand how Dr. Sisney felt justified or honest in making these allegations against Air Assurance.

These accusations need to stop. We question his motivation in making these statements, without care or regard for the financial damage and reputational harm that it can and has caused for us. Dr. Sisney is an educated man, in a position of authority, and regardless of whether he actually realizes the potential harm and impact of these untrue statements, he should know that such statements do harm and that he can be held accountable for his poor judgment and negligence in making accusations that are not true.

Simply put, his actions are both libelous and slanderous.

We have presented complete (and correct) factual documentation on the accusations that have been made about our company. Much time and effort were spent to defend our position of action. These accusations were pursued and have been dispelled as unsubstantiated claims as presented in meetings with board members individually on June 11, 12, & 19, 2008.

Air Assurance offered to provide Dr. Sisney with the requisite information and documentation to respond to each of his wild accusations. Dr. Sisney refused to participate in these disclosures.

Understand that Dr. Sisney's actions went way beyond a good faith question of whether Air Assurance work had been properly authorized, performed and invoiced. Any customer is entitled to receive confirmation about such matters. This is not what happened here. Dr. Sisney chose, for whatever reason, to add Air Assurance to his investigation of alleged improper activities by School employees. In so doing, Dr. Sisney was grossly negligent and acted in bad faith in making accusations against Air Assurance that he had not taken the time to find out whether these accusations were true and then refused to listen to the truth when presented to him.