

TULSA COUNTY COURT CLERK

IN THE SUPREME COURT OF THE STATE OF OKLAHOMA

STATE OF OKLAHOMA,)
)
 Plaintiff,)
)
 vs.)
)
 WINDSTREAM CORPORATION, a)
 Delaware Corporation, 4001 Rodney)
 Parham Road, Little Rock, AR 72212)
 Defendant.)

CF-2012-3841
Case No. _____

DISTRICT COURT
FILED

AUG 30 2012

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

INDICTMENT

FOR: Count 1: BRIBERY, 21 O.S., § 381
Count 2: CONSPIRACY AGAINST A SCHOOL DISTRICT, 21 O.S., § 424

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF OKLAHOMA:

By the order of the Supreme Court of Oklahoma, the Thirteenth Multicounty Grand Jury was convened with its principal site to be in Oklahoma City, Oklahoma County, Oklahoma, to serve from February 22, 2011 until August 22, 2012 or until the designated presiding judge determines the Thirteenth Multicounty Grand Jury has reached reasonable completion of its investigations, but in any event, no more than twenty-four (24) months from the commencement of its term. That the said Multicounty Grand Jury of the State of Oklahoma, being composed of good and lawful men and woman, legally drawn and summons according to law and then and there examined, impaneled, sworn and charged according to law to diligently inquire into and true presentment make of all public offenses against the State of Oklahoma committed and triable within the State of Oklahoma, upon their oath and in the name and by the authority of the State of Oklahoma, do present and find that:

COUNT 1: BRIBERY

On an unknown day in March 2007, the Defendant, **WINDSTREAM CORPORATION,**

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a Delaware Corporation, did willfully, intentionally, fraudulently, and corruptly, commit the offense of **Bribery** in Tulsa County, State of Oklahoma. That is to say that upon said date, and within said County and State, James David Sisney was the duly-appointed and -qualified Superintendent of Schools for the Broken Arrow School District, an Independent School District and political subdivision of the State of Oklahoma, and as such was a duly-appointed officer thereof, serving as the executive officer for the Board of Education and administrative head for said school district. Also in said time period, the Defendant, **WINDSTREAM CORPORATION**, a Delaware Corporation doing business in Oklahoma as Windstream Communications, was a supplier of telecommunications services and then and there doing business with the aforesaid Broken Arrow School District. That on or about the aforesaid date and within said County and State, the said Defendant did willfully, intentionally, fraudulently, and corruptly offer and give the aforesaid James David Sisney two (2) all session tickets to the 2007 NCAA Basketball Tournament held in the Atlanta Georgia Dome on March 31 and April 2, 2007, together with the promise of other valuable gratuities paid by the said corporation consisting of free lodging at the Atlanta Grand Hyatt Hotel together with free food, free beverages, free event souvenirs, free ground transportation in Atlanta, Georgia, and other free local entertainment for two (2) persons during the period of March 30, 2007 through and including April 3, 2007, in the City of Atlanta, Georgia; all the aforesaid without the knowledge or approval of the Board of Education of the Broken Arrow School District, and contrary to the express policy of said Board of Education absolutely prohibiting acceptance by School District personnel of gratuities from the School District's vendors and service providers, and given by said corporation with the intention of favorably influencing the aforesaid James David Sisney's judgment in reference to recommending or approving the School District continuing to do business with Windstream Corporation in the future; all of the aforesaid being committed contrary to the

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provisions of Section 381 of Title 21 of the Oklahoma Statutes, and against the Peace and Dignity of the State of Oklahoma.

COUNT 2: CONSPIRACY AGAINST A SCHOOL DISTRICT

During a time period commencing on an unknown date, but including November, 2006, through an unknown date, but including the 3rd day of April, 2007, the crime of **Conspiracy Against a School District** was committed in Tulsa County, Oklahoma, by the defendant, **WINDSTREAM CORPORATION**, a Delaware Corporation, and other natural persons. That is to say that at all times during the entirety of the Conspiracy, James David Sisney, then and there, was the duly-appointed and -qualified Superintendent of Schools for Broken Arrow Public Schools, an Independent School District and political subdivision of the State of Oklahoma, and as such was a duly-appointed officer thereof, serving as the executive officer for the Board of Education and administrative head for said School District. That is to also say that at all times during the entirety of the Conspiracy, D.W., M.W, C.K., M.O., E.B., R.W., and other natural persons were natural persons who at all times during the entirety of the Conspiracy were executive officers or employees for the Defendant, a telecommunications company and internet supplier for the aforesaid Broken Arrow Public School District. The said Defendant, together with the aforesaid others, did then and there willfully, intentionally, fraudulently, and feloniously, conspire and agree to impair, obstruct, or defeat the lawful function and duties of the Board of Education of the Broken Arrow School District by the said Corporation corruptly providing said Defendant with valuable gratuities consisting of free lodging at the Atlanta Grand Hyatt Hotel together with free food, free beverages, free event souvenirs, free ground transportation, and free local entertainment for two (2) persons during the period of March 30, 2007 through and including April 3, 2007, in the City of Atlanta, Georgia, including, but not limited to two (2) all session tickets to the the 2007 NCAA Basketball

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Tournament held in the Atlanta Georgia Dome on March 31 and April 2, 2007 and provided to said James David Sisney in appreciation of the present business provided to said corporation by said School District and with the intention of favorably influencing the aforesaid James David Sisney's judgment in reference to recommending or approving the School District continuing to do business with Windstream Corporation in the future; all of the foregoing being agreed to without the knowledge, approval, or consent of the said Board of Education of said School District, being also contrary to and in violation of an express written policy of the said Board of Education absolutely prohibiting School District officers and employees from receiving gratuities from School District vendors and service providers, and depriving said Board of Education of the aforesaid James David Sisney's complete loyalty and trust as executive officer for the Board of Education and administrative head for said School District, and pursuant to said unlawful agreement, the following overt acts were committed in furtherance of the **Conspiracy**:

A. In approximately November 2006, corporate management of Windstream Corporation decided to hold an event at the 2007 NCAA Basketball Tournament in Atlanta, Georgia, and invite twenty (20) couples from Windstream's top customers to the event in appreciation of the customer's business and directed its executive sales personnel including B.H., C.K. and D.O., to nominate top customers in their sales regions who should be considered for such invitations;

B. These lists of top customers were gathered by D.W. and M.W., and the customers were ranked according to sales volume. Broken Arrow School District was identified as a top customer in this manner.

C. In December 2006, **WINDSTREAM CORPORATION** engaged VIP Sports Marketing, Inc., to make arrangements for the event in Atlanta, Georgia, and provide ground transportation, "welcome" gifts, hotel accommodations, on-site hospitality event including food and drink, event

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souvenirs, printed invitations, choice event seating at the basketball tournament sessions, and double occupancy room reservations for twenty-eight (28) Windstream executives and guests.

D. Thereafter, on an unknown date, but after January 25, 2007 and before March 9, 2007, C.K. and/or E.B. caused the names of James David Sisney and Sisney's brother to be added by M.W. to a list of WINDSTREAM CORPORATION customers to be invited to WINDSTREAM CORPORATION's Final Four Attendee List;

E. Thereafter, on an unknown date in March 2007, C.K. and E.B. caused WINDSTREAM CORPORATION employee R.W. to deliver James David Sisney an envelope containing a written invitation to attend WINDSTREAM CORPORATION's 2007 Final Four Customer Appreciation event in Atlanta, Georgia, and R.W. delivered the same to Sisney's office at the Broken Arrow Public Schools;

F. Thereafter, on an unknown date in late March 2007, R.W. was provided an envelope by M.W. containing NCAA Final Four Tournament basketball tickets to deliver to James David Sisney, and R.W. delivered the same to Sisney's office at the Broken Arrow Public Schools;

G. On or about March 30, 2007, James David Sisney flew by commercial airliner to Atlanta, Georgia, where he met his brother, Lee Sisney, the pair stayed together at the Atlanta Grand Hyatt Hotel in a room paid for by WINDSTREAM CORPORATION, and the pair then attended the events sponsored and paid for by WINDSTREAM CORPORATION.

All of the foregoing being committed in violation of Section 424 of Title 21 of the Oklahoma Statutes and against the Peace and Dignity of the State of Oklahoma.

TRUE BILL (X)

NO BILL ()

W. J. Tucker

FOREMAN

OKLAHOMA MULTICOUNTY GRAND JURY

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Penalties:

Offering a Bribe, 21 O.S. § 381, A fine not to exceed Three Thousand Dollars (\$3,000.00).

Conspiracy Against the State, 21 O.S., § 424: A fine not to exceed Twenty-five Thousand Dollars (\$25,000.00).

WITNESSES (Before the Grand Jury):

Wesley Edens, Office of State Auditor and Inspector, 100 State Capitol, Oklahoma City, OK

Jackie Johnson, OAG Chief Investigator, Attorney General Building, 313 N.E. 21st,
Oklahoma City, OK

Phyllis Walta, Esq., Walta & Walta, 120 East Oklahoma, Hennessey, OK

Louis Wood, 300 West Birmingham Street, Broken Arrow, OK

Joy Plested, Director of Accounting, Broken Arrow Public Schools, 701 South Main Street,
Broken Arrow, OK

Wes Smithwick, Broken Arrow Chamber of Commerce, 210 N. Main Street, Suite C,
Broken Arrow, OK

Dwayne Thompson, Chief Administrative Officer, Broken Arrow Public Schools, 701 South Main
Street, Broken Arrow, OK

Sharon Whelpley, 10308 S. 197th Avenue, Broken Arrow, OK

Stephanie Jean Updike, 8676 S. Murphree Drive, Broken Arrow, OK

Terry Lynn Stover, 4706 S. 199th Avenue, Broken Arrow, OK

Maryanne Flippo, 7209 S. Date Avenue, Broken Arrow, OK

Sharolyn (Shari) Wilkins, 2705 N. 14th Street, Broken Arrow, OK

Gary Gerber, c/o Mark Jennings, Esq., Brewster & DeAngelis, PLLC, 2617 E. 21st Street,
Tulsa, OK

Kristin Rankin, Windstream Communications, 4001 Rodney Parham, Little Rock, AR

Matt Watson, Windstream Communications, 4001 Rodney Parham, Little Rock, AR

Ryan Chevront, VIP Sports Marketing, Inc., 811 W. Evergreen Ave., Suite 305, Chicago, IL

Daniel D. Rice, Windstream Communications, 14206 S. Toledo Avenue, Bixby, OK

Don Wilborne, 5 Noyant Court, Little Rock, AR

Deborah Sovereign, Kellogg & Sovereign Consulting, LLC, 1101 Stadium Drive, Ada, OK

Michael O'Bryan, Windstream Communications, 5506 Walsh Lane, Little Rock, AR

Cheryl Krueger, Windstream Communications, 401 S. 21st Street, Suite 100, Lincoln, NB

Ed Bryson, 83 Front Street, Sekiu, WA

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