



CJ-24-554
FILED IN DISTRICT COURT
OKLAHOMA COUNTY
Ogden
JAN 29 2024

IN THE DISTRICT COURT OF OKLAHOMA COUNTY

STATE OF OKLAHOMA

RICK WARREN
COURT CLERK
41 _____

KHARIS BOJORQUEZ,

Plaintiff,

v.

STATE OF OKLAHOMA, OKLAHOMA
STATE DEPARTMENT OF EDUCATION,

-and-

RYAN WALTERS, individually,

Defendant.

CJ 2024-
CJ - 2024 - 554

Jury Trial Demanded

PETITION

COMES NOW THE PLAINTIFF and for her causes of action states as follows:

1. The Plaintiff is Kharis Bojorquez, an adult resident of Osage County, Oklahoma.
2. The Defendants are:
 - A. The State of Oklahoma, Oklahoma State Department of Education, hereafter "OSDE", and
 - B. Ryan Walters, head of the Oklahoma State Department of Education, who is sued individually.
3. Venue is proper in this Court because the OSDE must be sued in Oklahoma County, Oklahoma, and Ryan Walters can be served within Oklahoma County, Oklahoma.
4. On or about October 3, 2023, the Plaintiff signed a contract with the OSDE under the OSDE Teacher Signing Bonus Program (hereafter "Signing Bonus Program") and was paid a Fifty Thousand Dollar (\$50,000) bonus.

5. The Defendant OSDE is now seeking repayment of the entire \$50,000 despite having made the determination that the Plaintiff was eligible for such bonus. Such demand was by letter dated January 13, 2024. The demand for repayment seeks such repayment by February, 2024.
6. In connection with such demand, Defendant Walters claimed that the Plaintiff had lied on her application for the program which is a false and defamatory statement.
7. As a result of such actions, Plaintiff has been damaged and brings the following actions:

I. - BREACH OF CONTRACT

This count goes only to the OSDE.

8. Plaintiff entered into a contract with the Department as is affixed hereto as Exhibit 1.
9. Pursuant to such contract, the Department has declared:

That the terms and conditions of the Program are as determined within the sole discretion of OSDE.
10. Having determined Plaintiff's qualifications for the Signing Bonus Program, that decision is final and not subject to review.
11. The OSDE has breached the contract by attempting to recapture the bonus paid, when the contract does not provide for such action based on the OSDE's own, claimed error.
12. Such action of the OSDE also constitutes a breach of the implied covenants of good faith and fair dealing which are incorporated in every contract in the State of Oklahoma.

WHEREFORE, judgment should be entered against the OSDE holding that it is in anticipatory breach of contract and in breach of its covenants of good faith and fair dealing and is therefore barred from seeking reimbursement of the bonus it paid.

II. - ESTOPPEL AND CLEAN HANDS

This count goes only to the OSDE. Further, Plaintiff incorporates the prior allegations and states as follows:

13. Plaintiff relied on OSDE's representations that she qualified for the Signing Bonus Program and accepted both the bonus and the teaching obligation of the contract in good faith.
14. Plaintiff's reliance was to her detriment as she in good faith spent the money from the bonus to support her family and dependents and also allowed over Twenty Thousand (\$20,000) dollars to be withheld for taxes. It would be financially impossible for the Plaintiff to repay the signing bonus, particularly by February, 2025.
15. OSDE's action of demanding repayment of the bonus after it had reviewed and approved Plaintiff's application is taken in bad faith as it seeks to punish the Plaintiff for the OSDE's own alleged negligence or malfeasance in giving such approval.

WHEREFORE, judgment should be entered against the OSDE holding that it is barred by the doctrine of estoppel and unclean hands from seeking reimbursement of the bonus it paid.

III. - DEFAMATION

This count goes only to Defendant Walters. Plaintiff incorporates the prior allegations and states as follows:

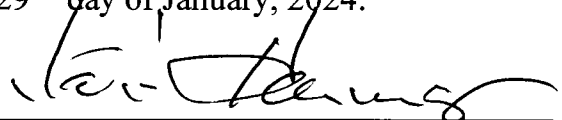
16. Defendant Walters has publicly, in statements made through the broadcast media, accused the Plaintiff of lying on her application to the OSDE for the signing bonus.
17. Defendant Walter's accusation is false.
18. Defendant Walter knew that his accusation was false at the time that he made it.
19. Defendant Walters acted with malice in that he knew that this false accusation would injure the Plaintiff in her professional and personal relationships.
20. Defendant Walters intended, by making such statement as part of a press conference, that his false statement would be communicated to hundreds of thousands of persons in the State of Oklahoma.
21. Plaintiff has been damaged in that such statement has defamed her in her professional reputation and cause her great personal distress and embarrassment.
22. To remedy the damage caused by Walters' defamation will cost the Plaintiff an amount of money which cannot be determined to a certainty at this time but which is expected to be in the tens of thousands of dollars.
23. The damages arising from Plaintiff's emotional distress cannot be remedied, but Plaintiff is entitled to compensation for that harm by monetary damages.
24. Because the actions of Walters were intentional and malicious, Plaintiff prays that she be awarded punitive damages in the maximum amount allowable under Oklahoma law.

PRAYER

WHEREFORE, the Plaintiff prays that judgment be entered against each Defendant

and that Plaintiff be granted the relief of determining that she is not liable for repayment of the bonus, and that she is entitled to an award of damages against Mr. Walters in an amount likely to exceed Seventy Five Thousand Dollars (\$75,000) exclusive of fees and costs.

RESPECTFULLY SUBMITTED THIS 29TH day of January, 2024.



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OKLAHOMA STATE
DEPARTMENT of EDUCATION

Oklahoma State Department of Education
2023-2024 Teacher Signing Bonus Agreement

This Agreement sets out the duties and responsibilities of Kharis (Kay) Bojorguez ("Teacher") for participation in the 2023-2024 OSDE Teacher Signing Bonus Program ("Program"). Teacher will be employed at Epic Charter Schools (school site) in Oklahoma (district) as a SPED Educator / Teacher (Teaching Assignment).

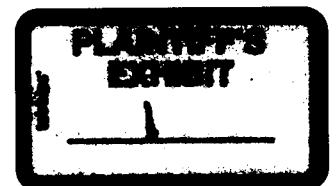
1. **General Conditions**

- A. That the Program generally provides a one-time monetary payment from OSDE to a certified teacher who signs a contract to teach for the 2023-2024 school year at an Oklahoma public school district in a critical shortage area.
- B. That the Program generally requires the teacher to commit to teaching for five years at an Oklahoma public school district.
- C. That the terms and conditions of the Program are as determined within the sole discretion of OSDE.

2. **Acknowledgments**

Teacher affirms and acknowledges as follows:

- A. That Teacher's participation in the Program is voluntary.
- B. That Teacher is eligible to receive a bonus payment according to the terms and conditions of the Program.
- C. That all of the information provided by the Teacher as part of the bonus application process is true and correct.
- D. That in consideration of the bonus payment, Teacher commits to teaching in an Oklahoma public school district for five years beginning with the 2023-2024 school year, in a teaching position that qualifies for the bonus payment per the terms of the Program.
- E. That if Teacher completes five full school years in a teaching position that qualifies for the bonus payment per the terms of the Program, Teacher will have no obligation to repay any portion of the bonus payment. If Teacher fails to complete five full school years in a qualified teaching position, Teacher will be



obligated to repay a prorated amount of the bonus payment. Each completed full school year in a qualified teaching position will reduce the repayment obligation by twenty percent (20%). OSDE may, in its discretion, consider extraordinary circumstances that prevent Teacher from continuing to teach. The amount of any repayment will be determined solely by OSDE.

- F. That the amount of the bonus Teacher will receive is within the sole discretion of OSDE according to the terms and conditions of the Program.
- G. That in the event Teacher for any reason fails to qualify for participation in the Program prior to completion of five full school years of teaching in a qualified position, Teacher will be responsible to repay the prorated amount remaining of the bonus payment.
- H. That Teacher is responsible for any federal or state taxes on the bonus payment.
- I. That Teacher will promptly notify OSDE if there is a change in employment status at the Teacher's current school district, or if the Teacher accepts employment with a different school district.
- J. That the bonus payment will not be included in compensation Teacher receives for purposes of determining a benefit from the Oklahoma Teachers' Retirement System.

3. **Bonus Payment**

In consideration of Teacher's affirmation and acknowledgments set out herein, OSDE has determined that Teacher will receive a bonus payment of \$50,000.00 pursuant to the Program.

4. **Other**

Teacher agrees that any material misrepresentation in the bonus application process, or any failure to comply with the Program may, at the discretion of OSDE, entitle OSDE to repayment of all or part of the bonus payment.

Kharis (Kay) Bojorquez
Name of Teacher

10/3/23
Date

Kay Bojorquez
Signature