

IN THE DISTRICT COURT OF THE CHEROKEE NATION

CHEROKEE NATION EDUCATION
CORPORATION, d/b/a CHEROKEE
NATION FOUNDATION,

Plaintiff,

vs.

KIMBERLIE GILLILAND,
Defendant.

Case No. CV-2016-397

Judge T. Luke Barteaux

FILED
FEB 26 2018
CHEROKEE NATION
DISTRICT COURT

**PLAINTIFF'S RESPONSE TO ANDREW SIKORA'S
MOTION TO QUASH OR MODIFY SUBPOENA**

Comes now the plaintiff, who responds to Andrew Sikora's Motion to Quash or Modify Subpoena and would show the Court as follows:

I. This Court Has Adjudicatory Jurisdiction Over Sikora And Cherokee Media.

As a general principle, a Tribe's regulatory jurisdiction over non-Indians sets the aperture of its adjudicatory jurisdiction.¹ In *Montana v. United States*, the Supreme Court established:

A tribe may regulate, through taxation, licensing, or other means, the activities of nonmembers who enter consensual relationships with the tribe or its members, through commercial dealing, contracts, leases, or other arrangements.²

Discovery in this case has confirmed that Sikora/Cherokee Media engaged in multiple consensual relationships with Foundation, which is a tribally-chartered 501(c)(3) non-profit, wholly owned by the Cherokee Tribe and operated by employees, officers and directors who are

¹ *Strate v. A-1 Contractors*, 520 U.S. 438, 453-54 (1997)(finding the tribe's adjudicative jurisdiction over non-members did not exceed its legislative jurisdiction)("We 'can readily agree,' in accord with *Montana* . . . that tribes retain considerable control over nonmember conduct on tribal land.")

² *Montana v. United States*, 450 U.S. 544, 565-566 (1981)

all tribal citizens.³ Sikora/Cherokee Media shared office space at Foundation offices in 2011. Sikora entered into a written contract with Foundation to produce the Cherokee Lullaby CD in 2010 (attached hereto as Exhibit "A"). Sikora/Cherokee Media received over \$6,000.00 in payments from Foundation, allegedly for services performed, but which Foundation asserts were merely a pretext for embezzlement. Sikora also enjoined multiple trips and family vacations which his wife, Kimberly Gilliland, all paid with Foundation funds. Without doubt, Sikora and Cherokee Media entered into multiple consensual relationships with the Foundation. As such, he has availed himself, not only to the regulatory jurisdiction of the tribe, but also the adjudicatory jurisdiction of our courts. This adjudicatory jurisdiction is more than sufficient to support the power of subpoena over Mr. Sikora as an individual and over Cherokee Media, Ltd.

II. This Court Has Personal Jurisdiction Over Sikora And Cherokee Media Sufficient To Support The Power Of Subpoena.

Personal jurisdiction may be general or specific. General jurisdiction exists over the defendant for claims that arise in the forum if the defendant resides in the forum or conducts continuous and systematic business activities there.⁴ Specific jurisdiction exists for the claim alleged in the suit if the defendant "*purposefully avails itself of the privilege of conducting activities within the forum state.*"⁵

At all times relevant to this litigation, Andrew Sikora resided at, and operated his and Gilliland's home-based business, Cherokee Media, Ltd., from their home located at 28177 S. Boat House Lane, Park Hill, OK 74451, situated within the Cherokee Nation. For a time in 2011, Cherokee Media shared office space with Foundation, rent free. Sikora/Cherokee Media

³ The Foundation's advisory board includes the Principal Chief and appointed members of the tribal council.

⁴ Heliopetros Nacionales de Colombia, S.A. v. Hall, 466 U.S. 408, 414-415 (1984).

⁵ World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 297 (1980) (quoting Hanson v. Denckla, 357 U.S. 235, 253 (1958)).

received thousands of dollars in Foundation monies (allegedly for services performed) and enjoyed multiple family vacations at Foundation expense. Clearly, Sikora/Cherokee Media has availed himself/itself of the privilege of conducting business activities with a Cherokee entity within the Cherokee Nation, and by so doing clothed the Court with general and specific personal jurisdiction sufficient to support the Court's subpoena powers over him and Cherokee Media. Moreover, Sikora testified at deposition that Cherokee Media is also co-owned by the defendant, Kimberly Gilliland, who is a tribal citizen:

20	okay. so you and your wife were the only owners of
21	this company; correct?
22	A. Uh-huh.
23	Q. So would it be fair to say that --
24	MR. PROSZEK: Yes or no?
25	A. Yes, yes, yes.

Further, Gilliland's 2010 résumé listed herself as the "President" of Cherokee Media from "2002 - Current" (attached hereto as Exhibit "B"). Thus, Sikora's assertion that Cherokee Media is not subject to this Court's subpoena power is erroneous.

III. The Subpoena Was Properly Served On Sikora's Legal Counsel.

Sikora's proposition II is without merit; the subpoena was properly served on Sikora's legal counsel as he directed, and he is estopped from denying otherwise. Plaintiff engaged the services of RLG Process Service, a process server duly licensed by the Cherokee courts. Andrew Sikora was evasive to personal service on four different occasions and ultimately instructed the process server over a cell phone: " . . . [T]o serve his attorney."⁶ Defendant's

⁶ Exhibit "C" at page 5.

counsel, James Proszek of the Hall Estall firm represented Mr. Sikora at his oral deposition on 9/20/17. Thus, in accordance with Sikora's express directive, counsel served Mr. Proszek with the subpoena by certified mail pursuant to FRCP 5(b)(1), the return of which is attached hereto as Exhibit "C."

IV. Cherokee Media's Tax Returns Are Not Protected By Qualified Privilege.

Cherokee Media is not a named party to this action, but defendant Gilliland is a co-owner and its president. As such, Cherokee Media is a mere alter ego of the defendant's own interest and a pretext used for the embezzlement of Foundation assets. Information sought in Sikora/Cherokee Media's tax returns are directly relevant to the trace monies embezzled by the defendant and funneled to her husband and/or Cherokee Media, a company they share joint ownership of. The tracing of funds are clearly relevant for the purposes of establishing embezzlement of those funds. In addition, plaintiff is seeking punitive damages. Annual income of the defendant, and any companies to which she has an ownership interest in, is relevant and admissible in aiding a jury's assessment of punitive damages.

V. All Documents Requested Are Directly Relevant To Plaintiff's Claims.

Paragraph 3 of the subpoena requests Sikora/Cherokee Media to produce all contracts entered between Cherokee Media and Foundation. The \$988.00 payment to Cherokee Media clearly evidences some type of contractual relationship between Foundation and Media. However, Sikora testified that many other services were rendered by Cherokee Media to Foundation at various times. This request seeks to discover the existence or non-existence of documentation regarding the services allegedly rendered.

Paragraph 4 of the subpoena seeks the production of all invoices sent to Foundation by Sikora or Cherokee Media for any services rendered to document the trail of monies paid from

Foundation to Media, and the level of documentation to support the payments, if any. When questioned at deposition about invoices issued by Cherokee Media Mr. Sikora admitted the requested records might exist.

5 Q. This is a 3-page exhibit. And the first page shows
6 a check from the Foundation, made payable to you, in the
7 amount of \$1,500, dated February 24th of 2012.
8 A. Okay.
9 Q. Is that your signature on the back of the check?
10 A. Yes.
11 Q. All right. And what was this -- well, first, let me
12 ask this: Did either you or Cherokee Media issue any
13 kind of invoice for this check?
14 A. I can't recall right now.
15 Q. Would that be part of your business records that you
16 kept?
17 A. I'll look for it. I cannot -- I just can't recall
18 if it's still there. Yes.
19 Q. But you might have records concerning it?
20 A. I might.

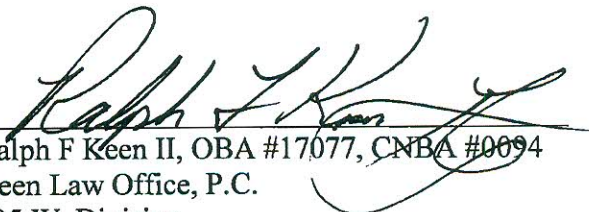
Similarly, paragraph 7 requests Sikora/Cherokee Media to produce all copies of written communications exchanged between Media and any Foundation officers, directors or employees regarding services requested by or performed for Foundation's benefit. These records would better document the services rendered, and monies paid from Foundation to Cherokee Media.

Paragraph 11 requests copies of the Sikora Trust indenture. This is to determine the defendant's beneficial interest in the trust, if any, and whether Gilliland and Sikora have been concealing assets to avoid or frustrate civil collection efforts. It would also identify the settler(s) of the trust, and whether its corpus may be subject to creditor's claims under 60 O.S. § 175.92.

Paragraph 12 requests business records reflecting media equipment owned by Cherokee Media. This is an effort to ascertain the whereabouts of over \$6,000.00 of equipment purchased from the Apple Store in Tulsa by Gilliland and Sikora with Foundation funds, but was never delivered to the Foundation offices. Plaintiff believes this missing equipment has been converted to personal use by the defendant.

Paragraph 13 seeks bank statements from Cherokee Media from 2008 to 2013. Again, an effort to fully document the inflow of monies from Foundation to Sikora/Cherokee Media.

WHEREFORE, plaintiff prays that this Court deny Andrew Sikora's Motion to Quash or Modify Subpoena; and award plaintiff its fees and costs, including a reasonable attorney's fee; and for such other relief the Court deems just and equitable.


Ralph F Keen II, OBA #17077, CNBA #0094
Keen Law Office, P.C.
205 W. Division
Stilwell, OK 74960
Telephone (918) 696-3355
Facsimile (918) 696-3576
keenlaw@windstream.net
Attorney for Foundation

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing *Response to Andrew Sikora's Motion to Quash or Modify Subpoena* was emailed and/or mailed, postage pre-paid, this 26th day of February, 2018, to the following:

James J. Proszek
HALL, ESTILL, HARDWICK, GABLE,
GOLDEN & NELSON, P.C.
320 South Boston Avenue, Suite 200
Tulsa, OK 74103
Attorney for Defendant


Megan Lucas

ORIGINAL

**CHEROKEE NATION EDUCATION CORPORATION
PROFESSIONAL SERVICE AGREEMENT**

This Agreement is made and entered into this 1st day of April, 2010 by and between the Cherokee Nation Education Corporation, 115 E. Delaware, Tahlequah, Oklahoma 74464 (hereinafter referred to as the "CNEC"), and, Andrew Sikora, Federal Identification # [REDACTED] hereinafter referred to as the "CONTRACTOR").

WHEREAS, the CNEC is a tribal chartered corporation of the sovereign Tribal Government of the Cherokee Nation and functions within the framework of a Cherokee Nation Code, and is recognized by the United States Internal Revenue Service as a 501c3 charitable corporation, and

WHEREAS, the CNEC wishes to enter into an agreement with the CONTRACTOR to provide Voice Recording, research and preliminary scoring in English for the Cherokee Lullaby CD (hereinafter referred to as the "Project"), and)

WHEREAS, the CONTRACTOR hereby affirms it is an independent contractor in accordance with the laws of the State of Oklahoma and the Internal Revenue Service, and further maintains it is qualified, willing, and able to perform the services herein described, and

NOW THEREFORE, and in consideration of the mutual covenants, promises, agreements, understandings, and conditions herein contained, the parties hereto mutually promise to the other, agree, and understand as follows, to wit:

TERM: This Agreement shall commence on April 16, 2010, unless extended or cancelled by the parties hereto.

NOTICES: All notices required hereunder shall be sent via U.S. Mail, postage paid as follows:

For CNEC : Cherokee Nation Education Corporation
Attention: Shelley Butler Allen
P.O.Box 948
Tahlequah, OK 74464

With copy to: Cherokee Nation Education Corporation
Attention: Margaret Raymond
115 Delaware
Tahlequah, OK 74464

To the CONTRACTOR: Andrew Sikora
P.O. Box 623
Park Hill OK 74451



PERFORMANCE REQUIREMENTS OF THE CONTRACTOR:

The CONTRACTOR shall furnish all labor, materials, administration, services, supplies, and quality control necessary to provide professional services:

- 1) Research Cherokee Lullabies
- 2) Work with Barbara McAlister and CNEC staff to preliminary score the program
- 3) Work directly with Timothy Long to establish final score and production outline.
- 4) Provide Technical support during pre-recording and recording sessions

CONTRACTOR'S Proposal hereby incorporated as Attachment "A". All work shall be coordinated by the CNEC Executive Director, assigned under this Agreement.

PERFORMANCE REQUIREMENTS OF THE CNEC:

CNEC will be available for consultation on the project and will meet with the CONTRACTOR or other principals on an as-requested basis.

ASSIGNMENT OR NON-ASSIGNMENT PROVISION:

The CNEC and the CONTRACTOR hereby agree the services specified in this Agreement may not be delegated or assigned without the prior written approval of two officers of CNEC or the authorized designee.

TERMINATION OR CANCELLATION CLAUSE:

This Agreement may be terminated or cancelled by either party upon thirty (30) days written notice by certified letter. In the event this Agreement is terminated or canceled by either party, the CNEC shall compensate the CONTRACTOR only for documented completed services up to the point of termination or cancellation.

MODIFICATIONS:

No change or modification of the terms and conditions of this Agreement shall be effective unless approved in writing and executed by the parties hereto. The CNEC Secretary/Treasurer or the authorized designee must approve any change or modification to this Agreement proposed by either party prior to implementation.

STATUS OF THE PARTIES:

The parties hereto stipulate and agree the CONTRACTOR is an independent contractor, and the CNEC is interested only in the results of the CONTRACTOR'S services and shall not control the means and methods by which the CONTRACTOR'S services are rendered. The CONTRACTOR is not eligible for Federal, Social Security, State Workers' Compensation, or Unemployment Insurance Benefits from the CNEC by virtue of payment received and shall be responsible for all federal and state taxes related to payments received from the CNEC under this Agreement.

RESPONSIBILITY FOR WORK:

The CONTRACTOR has had the opportunity to determine the scope of work involved, and assumes full responsibility for the performance of the services in a manner adequate to meet the conditions encountered.

LAWS AND REGULATIONS:

The CONTRACTOR'S performance hereunder shall comply with all applicable laws, ordinances, rules, and regulations of any governmental agency having jurisdiction and shall be responsible for any fine, penalty, loss, damage, or expense resulting from the CONTRACTOR'S failure to comply therewith. The CONTRACTOR shall provide all licenses and permits required to perform its obligations under this Agreement or as requested by the NATION.

CONFIDENTIALITY:

It is understood that any information submitted by the CNEC to the CONTRACTOR in respect of the services hereunder embodies certain proprietary information and is made available to the CONTRACTOR on a confidential basis. Any information acquired at the site or otherwise relating to processes belonging to the CNEC incorporated into the services shall be kept confidential. The CONTRACTOR agrees not to use in any unauthorized manner or communicate to others any such confidential items without the prior written consent of the CNEC and will undertake such measures as are necessary to require its agents, representatives and employees, to maintain complete confidentiality of such information.

GOVERNING LAWS AND CONFLICT OF LAW:

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the United States and where applicable, the laws of the Cherokee Nation. If it should appear that any of the Agreement terms are in conflict with any rule of law or statutory provision of the United States, or, where applicable, with any rule of law or statutory provision of the Cherokee Nation, such conflict shall be deemed inoperative and null and void insofar as it may be in conflict with such law, and shall be deemed modified to conform to such rule of law.

INTEGRATION AND WAIVER:

This Agreement contains the complete expression of the parties' agreement with respect to the subject matter hereof, and shall bind the parties, their successors and assigns. There are no previous or contemporary understandings, representations, or warranties not set forth herein. No subsequent amendment or modification of this Agreement shall be of any force or effect unless in writing and assigned by the parties to be bound hereby. No provision of this Agreement shall be considered waived by the CNEC unless such waiver is in writing and signed by the CNEC. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the provisions of this Agreement unless expressly stipulated in such waiver. The parties' further state to the best of their knowledge, no employee of the CNEC who exercises any functions or responsibilities in connection with the performance hereunder has any personal interest, direct or indirect, in this Agreement. This Agreement shall supersede any and all written or oral statements, agreements and/or representations of the parties made prior to or contemporaneously with the execution hereof. The parties agree their respective performances hereunder shall be governed by an obligation of good faith.

INDEMNIFICATION:

Each party shall be responsible for the acts and/or omissions of their respective employees, agents, and/or representatives and agree to assume the entire responsibility and liability for losses, damages, and claims arising out of injury to their employees, agents, and/or representatives, or damage to their equipment or other property and agree to indemnify, defend, and hold each other harmless against all claims or expenses for such losses, arising out of the performance of this Agreement excluding any liability caused by the negligence of the other party or its respective employees, agents, and/or representatives.

AVAILABILITY OF FUNDS:

The CNEC's obligation for payment under this Agreement is contingent upon the availability of appropriated funds from which payment for services can be made. Funds are available for performance under this Agreement when appropriated or authorized by the Board of Directors of the Cherokee Nation Education Corporation. No legal liability on the part of the CNEC for any payment may arise hereunder until funds are made available by the designated officer of the CNEC for performance and until the CONTRACTOR receives notice of availability from the CNEC's designated officer through issuance of a purchase order.

DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

The CONTRACTOR certifies to the best of its knowledge and belief that neither the CONTRACTOR, nor any of its principals, are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state, local or tribal agency. The CONTRACTOR also certifies to the best of its knowledge and belief that it has not, within a three-year-period preceding this Agreement, been convicted of or had a civil judgment rendered against it for: commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local or tribal) contract or subcontract; violation of federal or state antitrust statutes relating to submission of offers or commissions or embezzlement, theft, forgery, bribery, falsifications or destruction of records, and/or making false statements; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision. The CONTRACTOR certifies it has not within a three-year period preceding this Agreement, had one or more contracts terminated for default by a federal, state, local or tribal agency.

ATTACHMENTS

This Agreement, together with the Attachments and any subsequent amendments, constitute the entire agreement between CONTRACTOR and the CNEC with respect to this project may not be amended except by written agreement signed by the parties hereto.

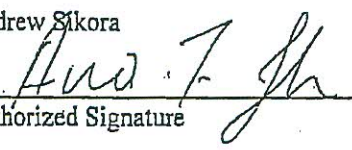
CONSIDERATION OR COMPENSATION:

In consideration for services provided, the CNEC shall compensate the CONTRACTOR in the amount of \$3,000 dollars. Payment will consist of \$1500 payment upon contract initiation. Final payment of \$1500 will be made upon completion of the project. The CONTRACTOR'S original invoice shall include a description of service(s) provided, date(s) of service and amount(s). The CNEC shall process payment within a reasonable time upon receipt and approval of the CONTRACTOR'S original invoice. Original invoice(s) shall be submitted on regular intervals, but not later than thirty

(30) days upon completion of services to the attention of Development Director, Cherokee Nation Education Corporation, 115 E. Delaware, Tahlequah, OK 74464. This Agreement shall not exceed \$3,000 dollars without the prior written consent of the Executive Director of CNEC, or the authorized designee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth herein.

Andrew Sikora


Authorized Signature

4-16-2010
Date

FOR CHEROKEE NATION EDUCATION CORPORATION


Shelley Butler Allen

4-19-10
Date

Andrew Sikora
28177 South Boat House Lane
Park Hill
Oklahoma 74151

Date	09.11.10
Invoice No.	70
P.O. Number	
Terms	
Project	



Invoice

Bill To
CNEC

Item	Description	Quantity	Rate	Amount
Project Manager	CNEC Cherokee Lullaby		1,500.00	1,500.00

Bank of America
ACH R/T 103000017

3628
39-1/1000
805

CHEROKEE NATION EDUCATION CORPORATION
P.O. BOX 948
TAHLEQUAH, OK 74465-0948

9/10/2010

TO THE
ORDER OF Andrew Sikora

\$ **1,500.00

One Thousand Five Hundred and 00/100***** DOLLARS

Andrew Sikora
PO Box 623
Park Hill, OK 74451

MEMO

Songbird Contract

AUTHORIZED SIGNATURE

00036 2811 1000000171 319231



39293

Am 1/1/10

Mail Check to 28177 S Boat House Lane, Park Hill OK 74451

Total

\$1,500.00

Andrew Sikora
P.O. Box 623
Park Hill OK 74451

INVOICE

April 16, 2010

Kimberlie Gilliland
Cherokee Nation Education Corporation
115 E. Delaware
Park Hill OK 74464

Invoice Number : ~~0016477~~

Date	Description	Cost
February -April	Songbird project 50% deposit on contract	\$1500
	Total Due	Total \$1500

CHEROKEE NATION EDUCATION CORPORATION
P.O. BOX 948
TAHLEQUAH, OK 74465-0948

Bank of America
ACH R/T 103000017

3479

35-1/1030 C
8054

4/22/2010

PAY TO THE
ORDER OF

Andrew Sikora

\$ **1,500.00

One Thousand Five Hundred and 00/100***** DOLLARS

Andrew Sikora
PO Box 623
Park Hill, OK 74451

MEMO

Feb-Apr Songbird Contract

AUTHORIZED SIGNATURE

⑈003479⑈ ⑆ 00000017⑆ ⑈003479⑈

111111 111111 111111

30293

Andrew Sikora
P.O. Box 623
Park Hill OK 74451

INVOICE

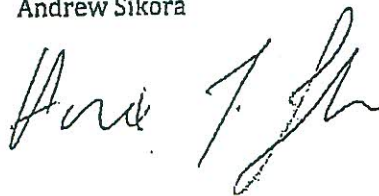
April 16, 2010

Kimberlie Gilliland
Cherokee Nation Education Corporation
115 E. Delaware
Park Hill OK 74464

Invoice Number : ~~0016778~~

Date	Description	Cost
February - April	Songbird project 50% deposit on contract	\$1500
	Total Due	Total \$1500

Andrew Sikora



POSTED
4/22/10
023479

Kim HANO DELIVERED
4-27-10

KIMBERLIE A. GILLILAND

Production Office: 28177 South Boat House Lane • Park Hill • Oklahoma 74451
Phone +1 918 207 6911
E-mail: ka.gilliland@cherokee.tv

SUMMARY OF QUALIFICATIONS

CHEROKEE MEDIA LTD.

Tahlequah USA/ Todi Italy

President (2002 - Current)

Cherokee Media is an international consulting company based in Tahlequah. The company specializes in film and television production, media consulting and virtual education solutions.

- Producer and designer Cherokee Heritage Center website. The site will include a comprehensive database of available records related to the Cherokee Nation until 1907.
- Responsible for operations and finances, the US office and all branch offices
- Executive Producer, on-line version of the Cherokee Nation History Course
- Producer/Director of "Stories of the Cherokees" HD video series- First Cherokee language film to make it's European premier, Cannes Film Festival
- Oversee operations of the Umbrian Garden venture in Italy

ABC CENTRUM EDUKACJI S.A. (Joint stock)

Warsaw Poland

President of the Board (November 2000 - January 2002)

- Responsible for the direction and strategy of the company including the development of local e-learning ABC Centers around Poland and of the University Europa, an on-line Virtual Educational Hub.
- Responsible of implementation of business plan
- Oversaw the financial department
- Responsible for financial structure of the Internet business as well as an active member in the design of the internal and external billing systems.
- Oversaw the hiring , management and of organization of over 60 employees nationally

Other responsibilities included: head of legal team, supervised the companies activities in regards to the Polish commercial, labor and civil codes; responsible for copyright regulation and oversaw all activities and interaction with the Supervisory Board

VIA MEDIA GROUP (limited liability)

Warsaw Poland

Supervisory Member of the Board 2001 Member of the Board (1999-2001) Director of Operations (1998-1999)

- Formatted the overall structure of the multimedia company. Helped the company through difficult growth periods and specialized in crisis management
- Executive producer of BTV business television first and only syndicated business news program in Poland. In a three year period 3000 episodes were distributed and broadcast on: national terrestrial Polsat, TV4 and TV Puls; national TMT, Canal+, cable Porion; video - broadband internet - Chello
- Responsible for set up the BTV projects for both the Internet and television and crucial in development of Via Media Publisher (VMP), a television distribution software which allows transmission via Internet to cable



- Produced first English language business show in Poland
- Developed and implemented the production facilities of *ABCmedia*. Executive producer of *ABC* edu-entertaining series that focuses on entrepreneurial startup, women, entertainment for children and extreme activities
- Responsible for development of set up of network management system for the financial team production and post- production teams
- Developed audio-text project which provided positive increase in revenue
- Managed the spin off of BTV Education

BTV EDUCATION(limited liability) Warsaw Poland
Supervisory Board Member (2001-2002) Member of the Board (1999-2000)

- Oversaw operations and operationally responsible for the implementation of one of Poland's first broadband Internet sites which broadcast news video shows daily
- Operationally and financially responsible for television production
- Key person in development of all educational Internet activities.

CTM Centrum Technik Multimedialnych S.A. (Joint stock) Warsaw Poland
Consultant (Managing Director) (July – November 2000)

- Responsible for setting up and implementing business strategy.
- Integration of production facilities, Internet activities and call center.
- Payroll and setting up accounting procedures.
- Other responsibilities included representing the firm to venture capital firms as well as other potential strategic partners. Payroll and setting up accounting procedures.
- Vice President of the Board.

INTERGEM Madrid Spain/Warsaw Poland/USA
Senior Partner / International Consultant (1994- 1998)

- Corporate development, international sales, head of design team
- Responsible for setting up international procedures for import and export
- Set up international consulting branches in Spain and Poland.

EDUCATION

2006-	Art Institute of California <i>Graphic and multimedia design</i>	on-line <i>Masters track</i>
1992-1994	Gemological Institute of America	New York, NY <i>Certified Gemologist</i>
1989-1992	University of California, <i>Biological science and Chemistry</i>	Berkeley, CA <i>Bachelors of Science</i>

PATENTS AND PUBLICATIONS

- *Imagine 2000* – software that allows for distribution of television over the internet
- Polish translation of WebCT educational software
- *Polish Business News* - English language business publication

ADDITIONAL PROFESSIONAL ACTIVITIES

- Co-host of Poland's first English language television talk show
- Co-host of radio talk show, *After Midnight* (Inforadio, nationwide distr.)
- Professional voice-over - English language Educational CD, *Movie Paradox Lake* (premiered at Sundance Film festival 2002)
- Guest lecturer at the Cracow School of Economics
- Guest lecturer with Pateman Training and Consultants (Stress Management, executive series)

LANGUAGES

- English - native
- Spanish - intermediate
- Polish - intermediate
- Italian - basic to intermediate
- Cherokee-basic

AWARDS

- 2004 - Excellence in Real Estate Los Angeles, CA
- www.umbriangarden.com website Top Local Internet Site Award
- 2007 - Best Cultural Film, International Cherokee Film Festival Tulsa, OK
- "Stories of the Cherokees"
- 2008 - Bronze Telly Award,
- "Stories of the Cherokees"

ADDITIONAL SKILLS

- Proficient with both PC and Mac;
- Microsoft Office, Microsoft Project Management, Visio
- Macromedia Suite: Dreamweaver CS3, Flash CS3; Photoshop CS3 and Corel Paint; Adobe Illustrator CS3; Adobe InDesign CS3,

IN THE DISTRICT COURT OF THE CHEROKEE NATION

CHEROKEE NATION EDUCATION
CORPORATION, d/b/a CHEROKEE
NATION FOUNDATION,
Plaintiff,

vs.

KIMBERLIE GILLILAND,
Defendant.

Case No. CV-2016-397

2018 FEB -2 PM 3:31

CLERK
COURT
ANDREAS BOYEA
COURT CLERK

AFFIDAVIT OF SERVICE

I, Ralph Keen II, attorney for the above plaintiff, being duly sworn, certify that I have prepared the following document and served the same according to law in the following manner, to-wit:

[x] Documentary Subpoena to Andrew Sikora, both individually and as owner and director of Cherokee Media, Ltd.,

Personal Delivery:

1. [x] by mailing a true and correct copy of said process by Certified Mail Receipt No. 7015 1660 0000 3092 9580 on January 26, 2018, to the within named:

James J. Proszek
HALL, ESTILL, HARDWICK, GABLE,
GOLDEN & NELSON, P.C.
320 South Boston Avenue, Suite 200
Tulsa, OK 74103

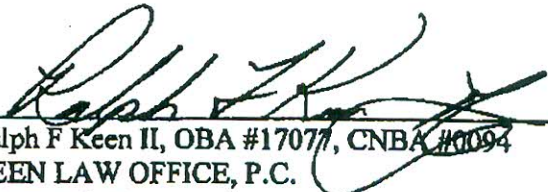
Service accomplished on January 30, 2018, according to Return Receipt No. 7015 1660 0000 3092 9580 attached hereto.

2. [x] by hand-delivery of said process by R. L. G. Process Service to the within named:

Andrew Sikora
1417 East 46th Street
Tulsa, OK 74105

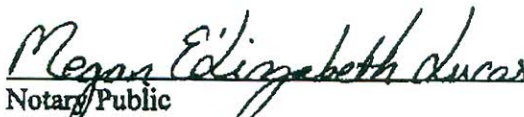
Service accomplished on January 22, 2018, according to the Proof of Service and Service Attempted Log attached hereto.




Ralph F Keen II, OBA #17077, CNBA #0094
KEEN LAW OFFICE, P.C.
205 W. Division
Stilwell, OK 74960
Telephone (918) 696-3355
Facsimile (918) 696-3576
keenlaw@windstream.net
KeenLawOk@gmail.com

Attorney for Foundation

Subscribed and sworn to before me this 2nd day of February, 2018.


Notary Public

My Commission Expires:

Jan 2, 2022



7015 1660 0000 3092 9580

U.S. Postal Service CERTIFIED MAIL RECEIPT <i>Domestic Mail Only</i>	
Pay indicia only at our website or at a business office	
TULSA OFFICIAL USE	
Certified Mail Fee \$3.45	0244 03
Extra Services & Fees (check box, add fee to postage)	Postmark Here
☐ Return Receipt (hardcopy) \$0.00	
☐ Return Receipt (electronic) \$0.00	
☐ Certified Mail Restricted Delivery \$0.00	
☐ Adult Signature Required \$0.00	
☐ Adult Signature Restricted Delivery \$0.00	
Postage \$0.71	01/26/2018
Total Postage and Fees \$6.91	
Sent To <u>Hall, Estill, Hardwick, Gable, Golden & Nelson</u>	
Street and Apt. No., or P.O. Box No. <u>320 S. Boston Ave., Suite 200</u>	
City, State, ZIP+4® <u>Tulsa, OK 74103</u>	

SENDER: COMPLETE THIS SECTION	ADDRESSEE: COMPLETE THIS SECTION
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature <u>Kyle Gossard</u> ☐ Agent ☐ Addressee B. Received by (Printed Name) <u>Kyle Gossard</u> C. Date of Delivery <u>1/30/18</u> D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:
1. Article Addressed to: <u>James S. Proszek, Esq.</u> <u>Hall, Estill, Hardwick, Gable,</u> <u>Golden & Nelson, P.C.</u> <u>320 South Boston Ave.,</u> <u>Suite 200</u> <u>Tulsa, OK 74103</u>	3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
2. Article Number (Transfer from service label)	4. Restricted Delivery? (Extra Fee) ☐ Yes
7015 1660 0000 3092 9580	
PS Form 3841, February 2004 // Domestic Return Receipt 102505-02-M-1540	

PROOF OF SERVICE

Origin / Country _____ State OK Federal CHEERLENDATION Case No. CV-2016-397

DOCUMENTS SERVED: I, being duly sworn, certify that I received the foregoing, to wit on

Suit/arrest for Protection or Complaint	Injunction/Victim Protective Order	Motion to Modify	Interrogation
Amended Petition / Complaint	Guardianship/Lia Petitioner	Motion for Leave/Victim/Heard	Joint Plaintiff / Defendant's
Petition / 3rd Party Defendant	Guardianship Duress/Tortious	Motion/Summary Judgment	Journal Entry/Answer
Small Claims Affidavit / Money Judgment	Sequestration Subpoena	Motion/Deficiency Judgment	Cross/Counter Claim
Small Claims Review	Petition/Subpoena	Request for Admission	Witness/Non-Consent
Hearing on Assets	Motion to Take Deposition	Request for Production	Letter/Notice to Quit
Claim for Contempt	Notice	Review/Notice/Order	Application/Temporary Order
Writs for Fals / Assets	Petition / Guardianship	Restraining Order	Order for Hearing
Other	Forcible Entry & Detainer		

METHOD OF SERVICE: Service made pursuant to: Other

☐ Oklahoma/Title 12 O.S. Section 158.1 ☐ Federal Rule 4 Other

(A) That on JANUARY 22, 2018 at 11:23 AM p.m., I served the above indicated document(s) on the within named ANDREW SIKORA at 1417 EAST 46TH STREET, TULSA OK

(B) Additionally, on _____ at _____ a.m. p.m., I served the document(s) indicated on the within named _____ at _____

MANNER OF SERVICE: And served the same according to law in the following manner, to wit:

PERSONAL SERVICE

 ☐ by delivering a true copy of said process to the above named and informing such person of their contents.

USUAL PLACE OF RESIDENCE

☐ by leaving a copy of said process for the above named with _____ a resident/family member, who is fifteen years of age or older, at the above listed address which is the usual place of abode or dwelling house of the above named, and informing such person of their contents.

CORPORATION / PARTNERSHIP / UNINCORPORATED ASSOCIATION / GOVERNMENT ENTITIES, ETC.

☐ by delivering a copy of said process to _____
he / she being the service agent authorized to accept service, managing agent in charge, and officer, a partner, owner,
or the Attorney of Record for the above named entity/individual, and informing such person of their contents.

POSTED SERVICE

A/H by affixing a copy of said process to the premises at the address indicated, which is in the possession of the above named individual.

NO SERVICE

☐ Said process WAS NOT SERVED on the above named for reason(s) stated: ☐ Evading Service ☐ Not at Home
☐ Bad Address / No Such Address ☐ Service Canceled ☐ Other

OTHER INFORMATION

8102
COMMISSION & 1600713
NORTH CAROLINA
Suzanne
SEAL

Undersigned declares under penalty of perjury
that the foregoing is true and correct.

Notary of Server License # PS 30111

STATEMENT OF FEES

PROCESS SERVICE FEE: \$ 20.00
URGENT / RUSH FEE: \$ 5.00
MILEAGE @ (STEPS) \$ 50.00
HOURLY (TRAVEL + WAIT): \$
ADDITIONAL SERVICE: \$

CELL PHONE
914-680-0001
E-mail
deprocedures@yaho.com



"John 3:16"

BAD ADDRESS / ENDEAVOR: \$ _____
 SKIP / LOCATE / RESEARCH: \$ _____
 COURIER / COURT FILING: \$ _____
 FEES / COST ADVANCED: \$ _____

TOTAL DUE: \$ 10.00

R.L.G. PROCESS SERVICE

P.O. Box 911 • STILWELL, OK 74960 • HOME PHONE 918-696-7442 Fax 918-696-2514

Service Attempt Log

Process Server Stephen Crabtree Client/File # _____

Defendant Andrew Sikora Case # CV-206-397

Summons Address 1417 E 46th St. Tulsa, OK 74105

Date	Time	Outcome
1/19	7:15 pm	NA - 2 cars in drive - light on in kitchen
1/19	9:00 pm	NA - had to drive back by house light in kitchen went off.
1/20	12:01 pm	NA - 1 car gone
1/22	11:23 AM	NA - Asked per Attorney

XX

Skip Trace Information Sources _____

Address (1) _____

Address (2) _____

Date/Time	Outcome
_____	_____
_____	_____
_____	_____

XX

POE: _____

Date/Time	Outcome
_____	_____

XX

Good Service Information: (circle service address above)

Date: _____ Time: _____ Personal Usual _____

Description: Age _____ Sex M/F Race _____ Relation _____

Height _____ Weight _____ Hair Color/Other _____

XX

Additional Information Defendant called & said he was out of town on Saturday. Tried to serve 1/2 was told to post. When I had phone conversation he said that he was out of town and I needed to serve his attorney.