



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

**FILED IN DISTRICT COURT
OKLAHOMA COUNTY**

MAR 25 2026

**RICK WARREN
COURT CLERK**

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STATE OF OKLAHOMA,)
)
Plaintiff,)
)
vs.)
)
JOSHUA AARON BROCK,)
DAVID LEE CHANEY; and)
BENJAMIN SCOTT HARRIS,)
)
Defendants.)

Case No. CF-2022-2721
Judge Jason Glidewell

DEFENDANT BENJAMIN SCOTT HARRIS' DEMURRER TO THE EVIDENCE

COMES NOW, Benjamin Scott Harris (hereinafter "Mr. Harris"), by and through his undersigned counsel, pursuant to Oklahoma Statute at 22 O.S. §§258, 502, and 502, as well as the Oklahoma Constitution under Article 2, §§2, 7, and 17, and the Fifth Amendment to the United States Constitution, and hereby files this Demurrer to the Evidence presented by the State during the Preliminary Hearing convened in the above-captioned matter. In support hereof, Mr. Harris would show the Court as follows:

INTRODUCTION

Community Strategies, Inc. ("CS") is a not-for-profit corporation that is the parent organization for state's largest virtual charter school system that has been collectively referred to in this case as "Epic Charter Schools" or "Epic." PH Trans., 3/25/2024, at 37:8-12, 85:6-8. Epic Charter Schools is composed of two (2) charter schools: Epic One-on-One and Epic Blended (which opened in 2018). PH Trans., 3/25/2024, at 25:22-25, 36:1-3. Epic One-on-One is the online charter school, and Epic Blended provides a combination of in-classroom and a virtual online school. *Id.* at 36:1-3, 17-20. Both schools are separate school districts and have their own

sponsors. *Id.* at 36:17-20, 37:8-12, 38:6-7, 11-15. Epic One-on-One's sponsor was initially Graham Public Schools and changed in 2014 to Statewide Virtual Charter School Board. *Id.* at 29:1-3, 38:11-15. Epic Blended's sponsor is Rose State College. *Id.* at 38:6-7. Sponsors provide oversight to charter schools. *Id.* at 84:13-15.

Charter schools are legally permitted to enter into contracts with private entities and pay them money. PH Trans., 3/25/2024, at 98:10-13. CS had a contractual arrangement with its sponsors. *Id.* at 98:24-99:1. CS entered into a management contract with Epic Youth Services, LLC (EYS). *Id.* at 31:4-10, 34:13-16, 92:13-16. EYS is a for-profit LLC. *Id.* at 32:6-8. The Agreements entered into between CS and EYS was approved by CS's Board which was independent of EYS. PH Trans., 2/25/2026 at 178:1-17. The agreement was also provided to the Statewide Virtual Charter School, which for purposes of CS, the Statewide Virtual Charter School Board would be analogous to the State Department Board of Education. *Id.* at 176:21-177:6, 17:20. Neither Mr. Harris nor Mr. Chaney had a vote with respect to any action taken by CS's Board, nor did they have any involvement or input with respect to the appointment of any members of the Statewide Virtual Charter School Board. *Id.* at 166:6-1, 177:18-23. CS was represented by and provided legal guidance by its own counsel. *Id.* at 178:3-12. EYS was represented by an attorney named Elizebeth Scott. *Id.* at 180:1-17.

The Agreement entered into provided that EYS would "provide all of the charter school management services...including without limitation the administration and supervision of the personnel, materials, equipment, and facility necessary for the provision of educational services to students, and the management, operation and maintenance" of Epic. *See e.g.*, Def's Ex. 4 at I(B). EYS was paid 10% of CS's annual Revenue. *See Id.* at V(J); *See also* PH Trans., 3/25/2024, at 48:22-24, 49:19-21.

The contract between CS and EYS created the “Learning Fund,” and EYS managed the “Learning Fund” pursuant to the contract between CS and EYS. PH Trans., 3/25/2024, at 93:5-1. The management contracts provided that the amounts designated for the “Learning Fund” were to be transferred to an account established by EYS. *See e.g.*, Def’s Ex. 4 at III(I). The “Learning Fund” is an account that students can utilize to purchase educational materials such as laptops, curriculum, and extra-curricular items. PH Trans., 3/26/2024 at 9:1-5. The “Learning Fund” account is owned by EYS and is listed under EYS’s federal employer identification number. PH Trans., 3/27/2024 at 225:15-24; PH Trans., 3/28/2024 at 255:5-7. It is not legally considered a trust account. PH Trans., 3/27/2024 at 228:1-9.

The establishment of the “Learning Fund” with EYS came about through the advice of several attorneys representing the respective entities. Initially, in CS’s inaugural year, the “Learning Fund” was public money paid out of CS’s accounts. PH Trans., 3/25/2024, at 101:4-11. After the first year, Epic sponsor, Graham Public Schools questioned whether certain expenditures could occur from the “Learning Fund” operated by CS as public funds. *Id.* at 151:18-22. Graham Public School was represented by counsel, Laura Holmes, of The Center for Education Law. *Id.* at 151:18-22. There was concern that the payments from CS would be considered gifts. PH Trans., 3/27/2024 at 173:3-17. Ms. Holmes stated this could not occur. PH Trans., 3/28/2024 at 131:11-132:1. Therefore, the “Learning Fund” was established. *Id.*

CS underwent an annual audit as required by statute with an auditing firm that is recognized and approved by the State Department of Education. PH Trans., 3/26/2024 at 252:15-21, 252:6-9, 13-15; PH Trans., 3/28/2024 at 107:12-16, 108:13-20. The purpose of the audit is to ensure the public funds are being expended according to policy, statute and procedures of the School Board and district. PH Trans., 3/27/2024 at 26:20-27:6. It is a very in-depth audit. *Id.* The State Auditor

receives a copy of CS's audit, and it is posted on the State Auditor's website. PH. Trans., 3/26/2024 at 255:6-15. Both EYS's 10% management fee and funds paid to EYS for the "Learning Fund" were represented in the audit. PH Trans., 3/27/2024 at 10:6-16. The payments were viewed as payment of public funds to a subcontractor. *Id.* Once payment is made to a subcontractor, the money is then private funds. *Id.* at 10:21-11:20. The independent auditors were of the opinion that the "Learning Fund" was private. PH Trans., 3/28/2024 at 114:1-7, 116:2-5. Private companies can dictate rules in regard to the use of their private funds. PH Trans., 3/27/2024 at 228:10-12.

Arledge & Associates, the firm that performed CS's audit in 2020 and 2021, did not include the "Learning Fund" expenditures in the audit because they were considered private funds. PH Trans., 3/27/2024 at 14:2-7. Arledge & Associates performed the audit after the State Auditor's investigation. *Id.* at 14:8-12. That audit was approved by the Board of Education and submitted to the State Auditor's office, which had no questions regarding the audit. *Id.* at 14:13-24. The "Learning Fund" with EYS was audited to ensure it was being operated in compliance with the contract between CS and EYS. *Id.* at 25:5-9, 22-25.

Notably, when submitted to the State Auditor, 70 O.S. §22-109, requires the Auditor to examine all of the opinions and financial statements of the school submitted with the school's annual audit. PH Trans., 3/28/2024 at 110:19-24. If the State Auditor finds that any of the school's independent audits are deficient, then the Auditor must notify the District Board of Education and the auditing firm which submitted the opinions and financial statements. *Id.* at 112:4-12. The State Auditor is required to provide a statement of deficiencies. *Id.* The State Auditor's office never sent CS a statement of deficiencies for any of its annual audits. *Id.* at 114:2-7. Each of those annual audits categorized the "Learning Fund" as private. *Id.* at 114:1-7.

With respect to payment due to EYS, EYS submitted monthly invoices. PH Trans., 3/29/2024 at 96:10-97:19. Mr. Brock and David Harp were in charge of submitting the invoices. *Id.* at 108:10-22. Brock would log in and certify the submissions on Mr. Chaney's behalf. *Id.* at 109:8-13. In 2019, in response to House Bill 1395 which became law, Mr. Harris assisted Mr. Brock in creating a spreadsheet to compute EYS's invoices in an effort to comply with the requirements of House Bill 1395. *Id.* at 107:8-13, 117:16-118:7. Mr. Brock testified he was aware that Mr. Harris and Mr. Chaney had discussions on how to comply with House Bill 1395, and the new requirements, but that he was not involved in those discussions. *Id.* at 119:-120:4.

ARGUMENTS AND AUTHORITIES

APPLICABLE LEGAL STANDARD

“Although the State is not required to present evidence at the preliminary examination which would be sufficient to support a conviction, it must establish that a crime was *in fact* committed and that there is probable cause to believe that the defendant committed the crime.” *State v. Berry*, 1990 OK CR 73, ¶ 8, 799 P.2d 1131, 1133 (Okla. Crim. App. 1990) (internal citation omitted) (emphasis in original).

When considering whether or not a crime has been committed, the State is required to prove each of the elements of the crime The magistrate must consider the proof established by the State in light of the statutory elements of the given offense. If the elements of the crime are not proven, then the fact of the commission of a crime cannot be said to have been established. *A defendant cannot be held to answer for actions which do not amount to a crime* as defined by our statutes.

State v. Bradley, 2018 OK CR 34, ¶ 12, 434 P.3d 5, 9-10 (Okla. Crim. App. 2018) (quoting *Berry*, 799 P.2d at 1133) (emphasis added). In other words, the evidence at the preliminary hearing “must coincide with [the defendant’s] guilt and be *inconsistent with innocence*.” *State v. Heath*, 2011

OK CR 5, ¶ 7, 246 P.3d 723, 725 (Okla. Crim. App. 2011) (emphasis added) (*quoting State v. Davis*, 1991 OK CR 123, ¶ 7, 823 P.2d 367, 369 (Okla. Crim. App. 1991)).

Proposition I: THE STATE'S FAILURE OF PROOF ON COUNT 1, RACKETEERING, 22 O.S. §1403(A).

Count 1 asserts Mr. Harris committed the crime of racketeering under 22 O.S. §1403(A), which provides: "No person employed by or associated with any enterprise shall conduct or participate in, directly or indirectly, the affairs of the enterprise through a pattern of racketeering activity or the collection of an unlawful debt." The allegations in Count 1 for the charge of racketeering are based on and incorporate the allegations set for in Counts 2 to 15. Further, racketeering requires proof of "racketeering," which pursuant to statute, requires the State to demonstrate Mr. Harris engaged in, attempted to engage in, or conspired to engage in a specific felonious act. 22 O.S. §1402(10); OUJI-CR 3-32. Because the State's proof fails to establish any such crime was committed or probable cause to believe that Mr. Harris committed the crime, Mr. Harris relies on and incorporates each of the arguments related to Counts 2-3, 6-15 below.

Proposition II: THE STATE'S FAILURE OF PROOF ON COUNT 2, CONSPIRACY TO DEFRAUD THE STATE, 21 O.S. §424.

The State has charged Mr. Harris with conspiracy to defraud the State under 21 O.S. §424, which provides: "If two or more persons conspire either to commit any offense against the State of Oklahoma...or to defraud the State of Oklahoma...in any manner or for any purpose, and if one or more of such parties do any act to effect the object of the conspiracy, all the parties to such conspiracy shall be guilty of a felony..." This statute was adopted from and has substantively identical language to 18 U.S.C. §371. Conspiracy is a "specific intent crime," which is "an act which is "committed voluntarily and purposefully with the specific intent to do something the law forbids." *United States v. Blair*, 54 F.3d 639, 642 (10th Cir. 1995). Although specific intent does not require that the defendant in question know of the specific law he or she violated, it does

require an agreement to engage in conduct that is prohibited by law. *Id.* at 643. The element of the statute related to defrauding the State does not require proof of an underlying substantive offense, but it does require that the defendant's conduct was "dishonest, deceitful, or fraudulent..." [*United States v. Kearney*, 150 F.4th 1328, 1334 (10th Cir. 2025)] and made with the "intent to defraud." 21 O.S. §110.

The allegations in Count 2 for the charge of conspiracy to defraud the State are that, for the period December 1, 2014 to February 1, 2023, Mr. Harris entered into an agreement to defraud the State of Oklahoma with overt acts in furtherance thereof to include "forming business entities, opening bank accounts, and/or transferring funds, in an effort to divert for the Defendants' own financial benefit money appropriated by the State of Oklahoma" to Epic entities. The overt acts complained of here are, of course, not in and of themselves criminal, dishonest, or fraudulent. Thus, the question is, did the State present sufficient evidence to demonstrate a crime was committed and probable cause exists to believe Mr. Harris acted with the specific intent to defraud the State.

The State's evidence is completely lacking in this regard. For purposes of this argument, Mr. Harris incorporates each of the arguments made below. Here, the State produced no evidence of an intent to defraud the State. Indeed, in addition to the arguments made below and testimony presented in the Introduction above (incorporated by reference hereto), the facts establish that every single entity created by Mr. Harris or affiliated with such entities continually sought the advice of counsel with respect to its contracts, running its businesses, and any other endeavors. PH Trans., 3/27/2024 at 11:17-20; PH Trans., 3/28/2024 at 131:11-132:1; PH Trans., 2/25/2026, at 178:10-12, 180:1-17, 21-181:1, 181:6-8, 14-21, 181:25-182:9, 182:12-183:3, 186:6-22. Nothing

presented by the State demonstrated any crime occurred here. Certainly, it cannot be said that conduct is dishonest, deceitful, or fraudulent when it is done at the advice of counsel.

As a result of the foregoing, the State's evidence wholly failed in regard to Count 2, and it should be dismissed.

Proposition III: THE STATE'S FAILURE OF PROOF ON COUNTS 3, 6-11, EMBEZZLEMENT, 21 O.S. §1451.

The State has brought seven (7) Counts of embezzlement under 21 O.S. §1451 against Mr. Harris. "Embezzlement is the fraudulent appropriation of property of any person or legal entity, legally obtained, to any use or purpose not intended or authorized by its owner ..." 21 O.S. §1451(A).

Generally, the Counts of Embezzlement relate to the following alleged conduct:

- Count 3 – Mr. Harris allegedly diverted money appropriated by the State of Oklahoma to CS for educational purposes by diverting money from the "Learning Fund" to EYS's operating account. (between December 1, 2014 and July 1, 2021).
- Count 6 – Mr. Harris allegedly diverted money appropriated by the State of Oklahoma to CS for educational purposes by failing to return unspent "Learning Fund" money to CS (between December 1, 2014 and February 1, 2023).
- Count 7 – Mr. Harris allegedly diverted money appropriated by the State of Oklahoma to CS for educational purposes by diverting "Learning Fund" money to Next Generation Education, Inc. (between September 1, 2016 and March 1, 2018).
- Count 8 – Mr. Harris allegedly utilized CS employees who were paid from funds appropriate by the State of Oklahoma to CS to perform work on behalf of EYS (between December 1, 2014 and July 1, 2021).

- Count 9 – Mr. Harris allegedly utilized CS employees who were paid from funds appropriate by the State of Oklahoma to CS to perform work on behalf of Next Generation Education, Inc. (between December 1, 2014 and July 1, 2021).
- Count 10 – Mr. Harris allegedly diverted 10% of the money appropriated by the State of Oklahoma to CS for educational purposes and placed it in EYS’s operating account (between July 1, 2016 and July 1, 2021).
- Count 11 – Mr. Harris allegedly diverted \$100,000 of money appropriate by the State of Oklahoma to CS for educational purposes from the “Learning Fund” to Community Strategies-CA, LLC and then to Panola Public Schools (between June 1, 2017 and October 1, 2019).

A. The State Failed to Demonstrate the Crime of Embezzlement As It Was Alleged In the Second Amended Information.

The State filed a Second Amended Information in this case, which included the above Counts for embezzlement under 21 O.S. §1451. Although the State did not specifically identify a subsection in §1451, the facts alleged by the State to support these Counts were all based upon an alleged fraudulent diversion of funds appropriated by the State to CS for educational purposes. The multi-day preliminary hearing in this case has occurred over the course of several years. In March 25, 2024, the State’s lead case agent, Mark Drummond, specifically testified that Mr. Harris had embezzled public funds. PH Trans. 3/25/2024 at 157:13-15. The Affidavit of Probable Cause attached to the original Information made clear that the crimes for which probable cause allegedly existed were “Embezzlement of State Funds.” *See* Affidavit of Probable Cause by Mark Drummon, Special Agent with Oklahoma State Bureau of Investigation. Mr. Harris’ defense has been prepared based on the State’s Information and charge that the Counts for Embezzlement related to the alleged fraudulent diversion of State funds.

On February 25, 2026, however, and after multiple days of testimony for the preliminary hearing had occurred based on this defense, Mr. Harmon objected to Mr. Harris' counsel's line of questioning, stating the following:

Objection; relevance, hearsay. They're not charged with embezzling public funds. That will come as a surprise to counsel, I know, but they're just charged with embezzlement. So there is no requirement of that. I know Mr. White wants to talk about private versus public, but that's not the charge, so it's not relevant.

See PH Trans., 2/25/2026 at 187:6-12. It was, of course, a surprise to Mr. Harris that four (4) years after this case was filed for embezzlement of State funds, and mounting a defense on that basis during the course of the multi-preliminary hearing that the State is now saying that was not, in fact, the charges against him.

The State's changed position mandates dismissal of each of the Counts of Embezzlement for two (2) reasons. First, the Oklahoma Court of Criminal Appeals has made clear that the State "may not substitute one offense for another." *Vahlberg v. State*, 249 P.2d 736, 745 (Okla. Crim. 1952). This is no small variance either. The State's about face days into the preliminary hearing and after much testimony had occurred materially misled Mr. Harris and his counsel in preparing the defense, and these charges must be dismissed. *Id.* at 745.

Second, the State's changed position as to the charges against Mr. Harris as it relates to the seven Counts of embezzlement operates as an admission by the State that it had proffered no evidence by which the Court could find a crime occurred much less probable cause that Mr. Harris committed the crime. While the State has authority to amend its Information, the statute makes clear it cannot do so when the amendment will materially prejudice defendant's rights. 22 O.S. §304. The State's attempt to orally amend its Information related to the Counts for embezzlement near the end of a multi-day preliminary hearing absolutely prejudiced Mr. Harris' rights as his defense was presented on the basis of an alleged embezzlement of public, and not private, funds.

B. The State Failed to Demonstrate Any Crime of Embezzlement.

Though it is uncertain now what specific act the State believes constituted embezzlement given its eleventh-hour change to attempt to salvage Counts of embezzlement which it clearly failed to offer proof of any crime or that Mr. Harris committed said crime, the State's evidence fails to establish embezzlement of any of the Counts.

As it pertains to each Count related to the "Learning Fund" (Counts 3, 6, 7, and 11), the evidence established that those funds were unequivocally private funds owned by EYS once paid. In addition to the facts laid out in the Introduction above (and which is incorporated by reference hereto), the testimony made clear that nothing in EYS's agreement with CS prohibited its use of Learning Funds that were not utilized. PH Trans. 2/25/2026, at 200:5-9. Further, the testimony established that the Learning Funds were treated as payment to a subcontractor or vendor, at which point the funds became private funds placed into an account owned by EYS. *See* Introduction above; *See also* PH Trans., 3/25/2024, at 158:21-4, 159:8-13, 159:20-160:14, 16:19-25. The State produced no evidence whatsoever that EYS was then limited in any manner with respect to those funds that had become private funds belonging to a for-profit entity.¹

As it pertains to Counts 8, 9, and 10 for allegedly using CS employees to work for other businesses, the testimony established that this work was performed via a contractual agreement to perform such work. *See* PH Trans., 3/25/2024, at 40:10-13, 41:2-6, 13-14; PH Trans., 3/27/2024, at 15:9-13, 19-20. PH Trans., 3/28/2024, at 39:1-9, 223:21-24, 224:2-225:5, 225:8-23; PH Trans., 3/29/2024, at 175:15-23, 180:3-9. Further, EYS was permitted to designate which employees were

¹ As it pertains to Count 11, Mr. Brock testified that he mistakenly or accidentally made the transfer of \$100,000 from the Learning Fund. PH Trans., 2/26/2026, at 64:1-17. Upon realizing his mistake, Mr. Brock apologized to Mr. Harris and Mr. Chaney and replaced the funds with a payback from EYS's operating account. *Id.*

employees of EYS or the Board. *See* Def's Ex. 25 at VI(A), Other than information related to these contractual agreements, the State offered no other evidence supporting these Counts. As such, the State wholly failed to establish either that a crime was committed or probable cause that Mr. Harris committed any crime. As such, each of the Counts of embezzlement should be dismissed.

Proposition IV: THE STATE'S FAILURE OF PROOF ON COUNT 12, COMPUTER CRIMES, 21 O.S. §1953(A)(2) AND ON COUNT 13, FALSE CLAIMS, 21 O.S. §358.

The State has alleged that Mr. Harris "committed the crime of...using a computer, computer system, and/or a computer network to generate false invoice with the intent to defraud the State of Oklahoma" under 21 O.S. §1953(A)(2). The statute makes it unlawful to "[u]se a computer, computer system, computer network...for the purpose of devising or executing a scheme or artifice with the intent to defraud, deceive, extort or for the purpose of controlling or obtaining money, property, data, services or other thing of value by means of a false or fraudulent pretense or representation." 21 O.S. §1953(A)(2).

In Count 13, the State has alleged that Mr. Harris presented false claims to the State "by making, presenting, and/or causing to be presented false, fictitious, and/or fraudulent claims for the payment of money to the State of Oklahoma and/or the Oklahoma State Department of Education..." The State alleges this was done through the knowing creation of invoices with "expenses that were false, fictitious, and/or fraudulent..."

Both Counts relate to the time period between June 23, 2019 and December 31, 2021 and are based on the same alleged conduct. These Counts relate to EYS's submission of invoices under its management agreement with CS with a spreadsheet utilizing percentages applied to the operating fee. Before the discussion of the State's lack of evidence on these Counts, some background on the issue raised is useful. Prior to 2019, there were no statutes or rules compelling

virtual charter schools to report the itemized expenditures of their private management organizations by Oklahoma Cost Account System (“OCAS”) category. Although the Oklahoma Charter Schools Act did require the governing board of each charter school to “prepare a statement of actual income and expenditures for the charter school for the fiscal year that ended on the preceding June 30” using OCAS functional codes, it did not require the charter school to *itemize* the expenditures of a management organization. *See* 70 O.S. §3-136(A)(17).

In May 2019, the Oklahoma Legislature adopted H.B. 1395. The bill was codified at 70 O.S. §5-200. Upon the effective date of this bill, virtual charter schools were for the first time required to use the OCAS coding system to itemize and code with specificity the funds expended by their private management organizations. Under this *new* law, a “charter school that contracts with an educational management organization” must now “use the Oklahoma Cost Accounting System (OCAS) to report” *not only* “the total amount paid to an educational management organization,” *but also* “itemized expenditure information for the goods or services provided by the management organization as defined by OCAS expenditure codes...” 70 O.S. § 5-200 (2019).

In an effort to comply with 70 O.S. §5-200, and on the advice of counsel, Mr. Harris assisted Mr. Brock in creating a spreadsheet that assigned percentages to be applied to its contractual operating fee. PH Trans., 3/29/2024 at 107:8-13, 117:16-118:7. Mr. Brock testified he was aware that Mr. Harris and Mr. Chaney had discussions on how to comply with House Bill 1395, and the new requirements, but that he was not involved in those discussions. *Id.* at 119:-120:4. Some of those discussions occurred with counsel, William Hickman, who sent Mr. Harris and Mr. Chaney, along with other counsel, an email suggesting they “develop a percentage to be applied to the operating fee for the various services/technology/etc. provided.” Def’s Ex. 11. This is precisely what Mr. Harris did in assisting Mr. Brock in developing the spreadsheet. Based on

the advice of counsel, the spreadsheet was believed to comply with the requirements of the statute. PH Trans., 2/26/2026 at 133:13-23.

Certainly, this proof completely fails to establish any crime occurred, and does not establish probable cause that Mr. Harris committed any such crime. As such, these Counts should be dismissed.

Proposition V: THE STATE’S FAILURE OF PROOF ON COUNT 13, FALSE CLAIMS, 21 O.S. §358.

In Count 13, the State has alleged that Mr. Harris presented false claims to the State “by making, presenting, and/or causing to be presented false, fictitious, and/or fraudulent claims for the payment of money to the State of Oklahoma and/or the Oklahoma State Department of Education...” The State alleges this was done through the knowing creation of invoices with “expenses that were false, fictitious, and/or fraudulent...”

Proposition VI: THE STATE’S FAILURE OF PROOF ON COUNT 14, ACQUIRING UNLAWFUL PROCEEDS, 21 O.S. §2001(A).

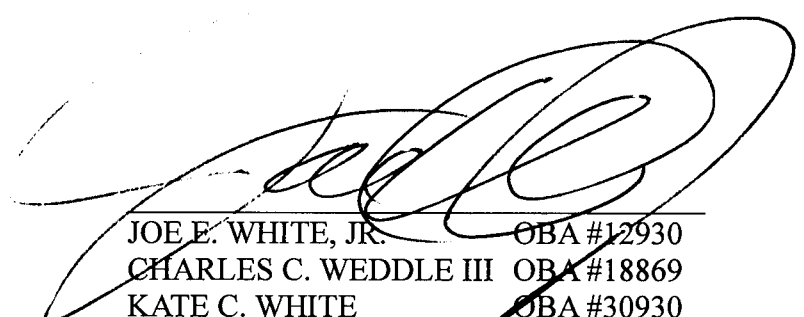
The State has alleged under Count 14 that Mr. Harris violated 21 O.S. §2001(A) by knowingly or intentionally receiving and/or acquiring funds known to be derived from unlawful activity. The unlawful activity alleged in this Count relates to each of the Counts discussed above. Oklahoma Statute Title 21, §2001(A) states: “It is unlawful for any person knowingly or intentionally to receive or acquire proceeds and to conceal such proceeds, or engage in transactions involving such proceeds, known to be derived from a specified unlawful activity...” Unlawful activity under the statute includes an offense or omission that is punishable as a misdemeanor or felony under Oklahoma law. 21 O.S. §2001(F). Thus, the State must have offered proof of a predicate offense under §2001(A).

Proposition VII: The State’s Failure of Proof on Count 15, Money Laundering, 21 O.S. §2001(D).

Under Count 15, the State has alleged Mr. Harris “knowingly or intentionally conduct[ed] financial transactions involving proceeds...derived from unlawful activities.” The specific conduct the State alleges in its Second Amended Information is that Mr. Harris allegedly presented false claims to the State when the financial transactions were designed in whole or in part to conceal or disguise the nature, locations, source, ownership, or control of the proceeds, by forming Edtech, LLC, transferring funds from [EYS] operating account to Edtech, LLC and then transferring those funds from Edtech, LLC” to himself personally. According to the State, this was done “in an effort to falsely justify fraudulent management fee invoices submitted by” EYS to CS and “ultimately to the Oklahoma State Department of Education...”

The State alleges this violates 21 O.S. §2001(D), which makes it “unlawful for any person knowingly or intentionally to conduct a financial transaction involving proceeds derived from a specified unlawful activity...when the transaction is designed in whole or in part to conceal or disguise the nature, location, source, ownership, or control of the proceeds known to be derived from a violation of the Oklahoma Statutes, or to avoid a transaction reporting requirement under state or federal law.” Like subsection (A), subsection (D) requires proof of a predicate crime. 21 O.S. §2001(F). The specific predicate crime the State alleges for purposes of Count 15 is presenting false claims (i.e., Count 13).

Respectfully submitted,



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CERTIFICATE OF SERVICE

On this 25th day of March, 2026, a true and correct copy of the above and foregoing was sent via electronic mail to the following:

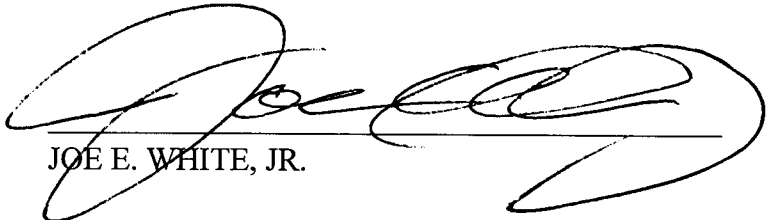
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