

IN THE DISTRICT COURT OF PITTSBURG COUNTY
STATE OF OKLAHOMA

RECEIVED AND FILED
IN DISTRICT COURT
PITTSBURG COUNTY, OKLA

OCT 08 2018

BY CINDY LEDFORD
DEPUTY

SARAH RAY, SURVIVING SPOUSE OF)
JOSH RAY, DECEASED AND AS NEXT)
FRIEND OF A.R., MINOR CHILD)

Plaintiffs,)

v.)

RED MOUNTAIN ENERGY, LLC.;)
RED MOUNTAIN OPERATING, LLC.;)
CRESCENT CONSULTING, LLC.;)
NATIONAL OILWELL VARCO, L.P.;)
PATTERSON-UTI DRILLING COMPANY LLC;)
PATTERSON-UTI ENERGY, INC.;)
PATTERSON-UTI MANAGEMENT SERVICES,)
LLC., CVM HOLDINGS, LLC,)
CVM MANAGEMENT, LLC,)
JIM BRODY BLAGG, and B & B DRLG)
CONSULTING, LLC.)

Defendants)

CASE NO.: CJ-18-91

PLAINTIFF'S SECOND AMENDED ORIGINAL PETITION

NOW COMES, Sarah Ray, Surviving Spouse of Josh Ray, Deceased and as Next Friend of A.R., Minor Child, complaining of Red Mountain Energy, LLC., Red Mountain Operating, LLC., Crescent Consulting, LLC., National Oilwell Varco, L.P., Patterson-UTI Drilling Company LLC, Patterson-UTI Energy, Inc., Patterson-UTI Management Services, LLC, CVM Holdings, LLC, CVM Management, LLC, Jim Brody Blagg and B & B DRLG Consulting, LLC Defendants herein, and for their cause of action, would show the Court as follows:

I. PARTIES

1.1 Plaintiff, Sarah Ray is the surviving spouse of Josh Ray, Deceased and as Next Friend of A.R., Minor Child, and is a resident of the State of Texas. Prior to his death, Josh Ray was a resident of the State of Texas.

1.2 Defendant, Red Mountain Energy, LLC (hereinafter referred to as "Red Mountain"), is a domestic limited liability company, doing business, engaging in business, and transacting business in the State of Oklahoma, and has been served and answered herein.

1.3 Defendant, Red Mountain Operating LLC (hereinafter referred to as "Red Mountain"), is a domestic limited liability company, doing business, engaging in business, and transacting business in the State of Oklahoma, and has been served and answered herein.

1.4 Crescent Consulting, L.L.C., (hereinafter referred to as "CRESCENT"), is a domestic limited liability company, doing business, engaging in business, and transacting business in the State of Oklahoma, and has been served and answered herein.

1.5 National Oilwell Varco, L.P., (hereinafter referred to as "NOV"), is a foreign limited partnership, doing business, engaging in business, and transacting Business in the State of Oklahoma, and has been served and answered herein.

1.6 Patterson-UTI Drilling Company LLC (hereinafter referred to as "Patterson"), is a foreign limited liability company, doing business, engaging in business, and transacting business in the State of Oklahoma, and has been served and answered herein.

1.7 Patterson-UTI Energy, Inc. (hereinafter referred to as "Patterson"), is a foreign corporation, doing business, engaging in business, and transacting business in the State of Oklahoma, and has been served and answered herein.

1.8 Patterson-UTI Management Services, LLC (hereinafter referred to as "Patterson"), is a foreign limited liability company, doing business, engaging in

business, and transacting business in the State of Oklahoma, and has been served and answered herein.

1.9 CVM Holdings, LLC, (hereinafter referred to as "CVM HOLDINGS"), is a domestic limited liability company, doing business, engaging in business, and transacting business in the State of Oklahoma, and may be served with process by serving its Attorney of Record, Mr. Monty B. Bottom, Foliart, Huff, Ottaway & Bottom, 201 Robert S. Kerr Avenue, 12th Floor, Oklahoma City, Oklahoma 73102.

1.10 CVM Management, LLC, (hereinafter referred to as "CVM MGMT"), is a domestic limited liability company, doing business, engaging in business, and transacting business in the State of Oklahoma, and may be served with process by serving its Attorney of Record, Mr. Monty B. Bottom, Foliart, Huff, Ottaway & Bottom, 201 Robert S. Kerr Avenue, 12th Floor, Oklahoma City, Oklahoma 73102.

1.11 Jim Brody Blagg, (hereinafter referred to as "BLAGG") is an individual and a citizen of the state of Arkansas, doing business in the state of Oklahoma, and he may be served with process at 32 Belle Cove Lane, Mountain Home, Arkansas 72653.

1.12 B & B DRLG Consulting, LLC, (hereinafter referred to as "BLAGG"), is a foreign limited liability company, doing business, engaging in business, and transacting business in the State of Oklahoma, and having no registered agent for service in Oklahoma, may be served with process by serving its Arkansas registered agent for service, Brody Blagg, 32 Belle Cove Lane, Mountain Home, Arkansas 72653.

II. JURISDICTION AND VENUE

2.1 At all times relevant to this suit, Red Mountain Energy, LLC and Red Mountain Operating, LLC, was a domestic limited liability company, doing business in Oklahoma.

2.2 At all times relevant to this suit, Crescent Consulting, LLC, was a domestic limited liability company, doing business in Oklahoma.

2.3 At all times relevant to this suit, National Oilwell Varco, L.P., was a foreign limited partnership, doing business in Oklahoma.

2.4 At all times relevant to this suit, Patterson-UTI Drilling Company LLC, was a foreign limited liability company, doing business in Oklahoma.

2.5 At all times relevant to this suit, Patterson-UTI Energy, Inc. was a foreign corporation, doing business in Oklahoma.

2.6 At all times relevant to this suit, Patterson-UTI Management Services, LLC, was a foreign limited liability company, doing business in Oklahoma.

2.7 At all times relevant to this suit, CVM Holdings, LLC, was a domestic limited liability company, doing business in Oklahoma.

2.8 At all times relevant to this suit, CVM Management, LLC, was a domestic limited liability company, doing business in Oklahoma.

2.9 At all times relevant to this suit, Jim Brody Blagg, was an individual, doing business in Oklahoma.

2.10 At all times relevant to this suit, B & B DRLG Consulting, LLC, was a foreign limited liability company, doing business in Oklahoma.

2.11 This Court has jurisdiction because Defendants committed tortious acts within the state of Oklahoma, and regularly derive substantial revenue from commerce in Oklahoma, and in Pittsburg County, such that the Court may exercise jurisdiction on any basis consistent with the Constitution of this state and the Constitution of the United States.

2.12 This is a wrongful death action resulting from the death of Josh Ray, pursuant to 12 O.S. §§ 1053-54. The well fire that took Mr. Ray's life occurred in

Pittsburg County, Oklahoma, which falls within the jurisdiction of the District Court of Pittsburg County for the State of Oklahoma. As such venue is proper in this county pursuant to 12 O.S. § 134.

2.13 The amount in controversy is far in excess of Seventy-Five Thousand Dollars (\$75,000.00).

III. BACKGROUND FACTS

3.1 This suit arises out of yet another tragic preventable incident caused by irresponsible companies working in the oilfield who place money and profit over safety and human life. The owner/operator of Pryor Trust 0718 1H-9 Well was Red Mountain. As the owner/operator of the well site in question, Red Mountain had the ultimate responsibility over all operations that relate in any way to carrying out their well plan including the design of the drilling prognosis, the mud program, and directing and supervising all drilling activities. Unlike other E&P companies, Red Mountain does not have the financial ability to drill its own wells. Instead, Red Mountain operates by drilling wells “OPM” or with other people’s money.

3.2 During the summer of 2017, Red Mountain began marketing an Arkoma Basin Opportunity to investors in hopes of raising enough money to be able to acquire mineral interests and to drill a number of wells. They put together a “management team” that included its President, Tony Say, Chief Financial Officer, Koray Bakir, and VP of Engineering Operations, Tim Cummings, and began marketing the economics of the Arkoma Basin Opportunity to various investors.

3.3 Red Mountain’s Arkoma project involved drilling wells into the known and recognized Woodford Formation. Dozens and dozens of wells have been drilled

and completed into the Woodford Formation in Pittsburg County. Not only was Red Mountain aware of these “off-set wells” but relied on those wells to market to investors the proposed Arkoma project. Incredibly, however, Red Mountain chose to ignore the proven and successful drilling programs of those same “off-set wells” when they prepared the drilling program for the Pryor Well in question. Rather than preparing a drilling program with the mud weight proven to be safe and effective in dozens and dozens of other Woodford Wells, Red Mountain chose to use a significantly lighter mud weight that was cheaper and ineffective to control the well. Unconscionably, for the five men who lost their lives, Red Mountain cared more about its investors’ money than the safety of the men who were drilling this well.

3.4 In carrying out the Arkoma Project, Red Mountain hired Crescent, who touted its “over 100 years of combined experience” of providing engineers who “can provide a well plan and execute it throughout every phase of the well by providing experienced consultants to supervise the client’s operations.” Relying on these representations, Red Mountain entered into a contract with Crescent and Crescent assigned Joel Acosta to act as the drilling engineer over the entire project including all engineering services for the well from the design of the drilling program, the well-bore schematic and all engineering decisions made during the actual drilling of the wells. Despite providing all of the engineering advice, consulting and services for the well in question, Mr. Acosta is not a licensed engineer under Oklahoma law and provided engineering services in violation of Oklahoma law.

3.5 Despite not being a licensed engineer, Mr. Acosta began engineering the project during the summer of 2017 and began preparing the drilling prognosis. The drilling prognosis not only provides the engineering details of how the well is to be

drilled but it also specifies the mud weight that is going to be used in drilling the well. In fact, the mud weight is the most important part of the drilling prognosis as the mud weight is the primary and critical barrier to well control. When designing a drilling program, it is paramount that the drilling engineer choose a mud weight that is capable of controlling any influx of pressures into the wellbore to prevent a blowout. In preparing the drilling prognosis, Mr. Acosta reviewed “off-set” well information on numerous other wells drilled into the Woodford Formation in Pittsburg County to determine the proper procedures to safely and effectively drill the wells. Chief among the information found in the “off-set” well is the mud weight that was used.

3.6 Incredibly, Mr. Acosta ignored the heavier mud weight used in successfully and safely drilling dozens and dozens of wells drilled into the Woodford Formation in Pittsburg County. Specifically, the Kim 3-6/7 H Well, Kim 4-6/7 H Well, Kim 5-6/7 H Well, Jody 2-31/30 H Well, Jody 3-31/30 H Well, Roxy 3-20/29 H Well, Roxy 4-20/29 H Well, Roxy 5-20/29 H Well, Pauline 3-24/25 H Well, Pauline 4-24/25 H Well, Emma 2-33/28 H Well, Emma 3-33/28 H Well, Cable 2-13H Well, Cable 3-13H Well, Cable 2-24H Well, Cable 3-24H Well, Carolyn 3-19H Well, Davenport 2-16H Well, Davenport 3-16H Well, Holman 2-29H Well, Jackie 3-18H Well, Kemp 2-18H Well, Kemp 3-18H Well, Krebs 2-17H Well, Larissa 2-26H Well, Lindsy 2-22H Well, Pamela 2-23H Well, Pamela 3-23H Well, Roger 3-21H Well, Shannon 3-27H Well, Stenner 2-15H Well, Thelma 2-19H Well, Thelma 3-19H Well, and Tonya 3-20H Well are all “off-set” wells that were drilled with mud weights much greater than the mud weight chosen by Red Mountain, Crescent and Mr. Acosta. Tragically, the mud weights used to drill all of these off-set wells were ignored by Red Mountain, Crescent and Mr. Acosta.

3.7 In designing a mud program, Red Mountain, Crescent and Mr. Acosta not only reviewed “off-set” well information but they consulted with expert mud companies who employ expert mud engineers trained and qualified to engineer a safe and effective mud program. Specifically, Red Mountain consulted with expert mud companies, Halliburton Energy Services, Newpark Drilling Fluids, Stellar Drilling Fluids, Eagle Drilling Fluids, Anchor Drilling Fluids, M-I Swaco, and NOV and requested that each of these companies based on their expertise in mud to design a mud program for the Pryor Trust 0718 2H-16 Well. Each of these mud companies provided Red Mountain, Crescent and Mr. Acosta with mud programs that called for mud weights well-above the mud weight Red Mountain, Crescent and Mr. Acosta chose to use in drilling the Pryor Trust 0718 2H-16 Well. Incredibly, Red Mountain, Crescent and Mr. Acosta ignored the recommended mud weights provided to them by the expert mud engineers found at Halliburton, Newpark, Stellar, Eagle, Anchor and M-I Swaco. Even more incredible is that Red Mountain, Crescent, and Mr. Acosta ignored the recommended mud weights that were provided by NOV, the mud company who they hired to engineer the mud program.

3.8 Ignoring the mud weights used in dozens and dozens of off-set wells and ignoring the expert mud engineering advice provided by more than a half-a-dozen mud companies, Red Mountain, Crescent and Mr. Acosta chose to drill this well “underbalanced.” They chose to use a mud that was not heavy enough to create a barrier to prevent the influx of pressure into the wellbore. In other words, in ignoring the expert advice and proven safe and effective mud weight used time and time again, they chose a mud weight that would actually allow the well to blow-out.

3.9 Why? Two reasons: (1) save money and (2) marketing. Choosing a mud weight that is lighter saves money. In caring more about their investors, Red Mountain chose a mud weight that is cheaper to use, allows the well to be drilled faster, and would protect their money-maker-Formation. Red Mountain also chose to drill this well underbalanced using an old trick out of the OPM's playbook. When you are drilling with other people's money and relying on those same investors to fund AFEs on this and other wells, imprudent operators will use lighter mud that allows gas to flow into the wellbore thereby causing a flare. They will then video that flare and send it off to investors during the drilling of the well as a marketing bait to get them to "buy in" or spend more of their investment dollars on the well. In fact, the "OPM" on the Pryor Wells had only committed their investment dollars for four of the twelve proposed wells of the Red Mountain Arkoma project. Indeed, Mr. Acosta used drone footage mixed with music to "hype" and market the project. Videos were taken of 40' to 50' flares capturing what they viewed as a "good gas show" versus a giant red flag waiving from an uncontrolled well.

3.10 Once Red Mountain was able to get their "OPM" in place, Mr. Cummings and Mr. Acosta were charged with the responsibility to retain various contractors. One of those was the drilling contractor. With the sole intent of carrying out Red Mountain's well plan, Red Mountain voluntarily entered into a Day Work contract with Patterson to drill the well in question. Rather than transferring responsibility and control over the drilling operations to Patterson under a Turn Key contract, Red Mountain mandated the well be drilled under a Day Work basis so that they would have complete control over ALL drilling operations. As such, Red Mountain entered into a drilling contract that expressly provided that the well in question will be drilled under the direction,

supervision and control of Red Mountain by and through its company men. Indeed, Red Mountain, further acknowledging its sole responsibility over directing, controlling and supervising all drilling operations, voluntarily agreed to be "solely responsible and assume liability for ALL consequences of operations by both parties." Accordingly, despite Patterson's less than stellar safety record, Red Mountain was solely responsible for and, voluntarily, agreed to assume all liability for the drilling operations that resulted in the loss of five lives.

3.11 Another contractor hired by Red Mountain was NOV. NOV was the mud company for the well in question. NOV prepared a mud program for the well in question using off-set well information they had available specifying the mud weights used to drill dozens of other wells into the Woodford Formation. In their mud program, NOV recommended much heavier mud weights than Red Mountain chose to drill with in the well in question. During the drilling of the well, NOV's mud engineers were charged with the responsibility to make certain the mud weights were heavy enough to adequately control the well. Rather than exercising their stop work authority, they allowed Red Mountain to continue drilling with mud weights lighter than what they originally designed. Indeed, the NOV mud engineer made it clear that the mud weight should have never been that light at the point of the well where they were drilling when the blow-out occurred. Had Red Mountain chose to follow NOV's engineered mud program that called for much heavier mud weights, the well would have been under control and no blow-out would have occurred.

3.12 On January 21, 2018, following the detailed instructions provided by Red Mountain and Brody Blagg, Patterson drilled to a depth of approximately 13,500 feet when it was instructed by Red Mountain, Mr. Acosta and Mr. Blagg to remove or pull

("Trip-Out") the entire assembly of pipe, its bottom-hole assembly ("BHA") and the Rock Bit ("Drill String") out of the well. The mud weight at this time was 8.1 to 8.2 ppg, well below the mud weight used of over 9.0 ppg in the off-set wells, well below what the half-a-dozen mud companies recommended (over 9.0 ppg) and well below what NOV, the actual mud company on the well, recommended (8.8 – 9.1 ppg). During the late hours of the 21st and the early hours of the 22nd, the Patterson crew repeatedly requested Mr. Blagg to increase the mud weight. Even as the well was showing signs of a blow out, these continued calls to "mud-up" to Mr. Blagg were ignored. Instead, Red Mountain, Crescent, Mr. Acosta and Mr. Blagg directed the Patterson crew to trip-out of the hole knowing that the well was not under control and failed and refused to increase the mud weight to get the well back under control. In fact, Red Mountain, Crescent, Mr. Acosta and Mr. Blagg ignored the 40 to 50 foot flare that was occurring as signs of a blow-out, ignored NOV telling them to increase the mud weight and, instead, chose to not increase the mud weight and chose not to take any measures to prevent the obvious signs that the well was blowing out. Unconscionably, in the face of continued and repeated calls by the Patterson crew to increase the mud weight because of the signs that the well was flowing, Red Mountain instructed its company men to "keep the mud weight in their back pocket."

3.13 Because the mud weight used was not heavy enough to control the well, the well began to flow in an uncontrolled manner, and the natural gas was released from the well, it mixed with oxygen in the atmosphere which then ignited causing a well fire. Incredibly, not all of the men who were at the location in charge of supervising and directing all drilling operations, Red Mountain's company men, were holding valid Well Control Certificates. Despite actual knowledge of well control

issues, Red Mountain failed to take necessary steps to control the well. When the well fire ensued, Mr. Ray was trapped in the Doghouse, a building located on the Rig Floor, unable to get out, he burned to death.

3.14 Five men tragically lost their lives because Red Mountain, Crescent, Mr. Acosta and Mr. Blagg ignored mud weight data from dozens of off-set wells drilled into the Woodford Formation, ignored engineered mud programs from six other mud companies and ignored the expert advice from NOV, the mud engineer on the well. Instead, Red Mountain chose not only the cheapest mud proposal but the proposal with mud weights far below the mud weights proven to safely and effectively drill dozens and dozens of wells into the Woodford Formation in Pittsburg County. This is a clear example of the inherent problem with an undercapitalized operator who is drilling wells with other people's money. It is clear that Red Mountain was more interested in trying to collect more money from investors than drilling the well safely. In doing so, they viewed 40 and 50 foot flares as ways to attract investors to invest more money than as a red flag to well control issues.

IV. CAUSES OF ACTION AGAINST RED MOUNTAIN

4.1 Plaintiffs incorporate the factual statements contained in paragraphs 3.1 through 3-12 as if set forth in full herein.

4.2 At the time of the incident in question, Red Mountain was the owner/operator of the well in Pittsburg County, Oklahoma where the incident occurred and had the right of control over all drilling activities. Red Mountain maintained and/or allowed a dangerous condition to exist on the premises. This dangerous condition posed an unreasonable risk of harm to Mr. Ray and the entire Patterson

Drilling crew. Red Mountain knew or should have known of the danger and Red Mountain failed to exercise ordinary care to protect Mr. Ray from the danger by either warning Mr. Ray of the condition or by making the condition reasonably safe. Red Mountain failed to use ordinary care with respect to its conduct. Red Mountain failed to use that degree of care, which should be used by an owner or operator of ordinary prudence under the same or similar circumstances. Red Mountain was also negligent for failing to properly inspect and maintain its premises in a reasonably safe condition and for failing to properly train, instruct, and supervise its employees and/or agents. The negligence of Red Mountain, as described above, was a proximate cause of Mr. Ray's injuries and death.

4.3 Red Mountain entered into a contract with Patterson-UTI Drilling Company LLC, to drill the Pryor Trust 0718 1H-9 Well. At the time of the accident, the Patterson crew was working under the daywork provisions of the contract. Under the daywork provision, Red Mountain had sole responsibility and assumed all liabilities for all consequences of operations at the well site. Despite having ultimate responsibility and control, Red Mountain failed to provide any training on safety policies and procedures in regards to the ongoing operations undertaken on the well in question. Had Red Mountain provided proper training to the workers on the well site in question, the incident would have not occurred.

4.4 The work being conducted on the well site location was hazardous. In allowing work to be performed on the well site without proper supervision, rules, safety policies and procedures, Red Mountain breached its duty to provide rules and regulations for a worker's safety when the business is complex or hazardous or when the dangers incident to the work are not obvious. Further, the work being conducted

was extremely hazardous and fraught with danger, therefore, constituted an ultra-hazardous activity. As such, Red Mountain is strictly liable for the injuries and death of Mr. Ray.

A. NEGLIGENCE, NEGLIGENCE PER SE AND GROSS NEGLIGENCE

4.5 As a result of the above mentioned conduct and because of the items mentioned below, Red Mountain by and through its employees, representatives, and company men, David Silcott, Andy Frey, Jim Brody Blagg, and Joel Acosta, committed acts of omission and commission, which collectively and severally, constituted negligence, negligence per se, gross negligence, and recklessness which negligence, negligence per se, gross negligence and recklessness were a proximate cause of the injuries and death of Mr. Ray, the physical pain, mental anguish and damages he suffered. This negligence and gross negligence includes, but is not limited to the following:

- Failing to ensure that the drilling operation was conducted in a safe and prudent manner;
- Failing to provide a safe work place;
- Failing to properly supervise the work being done at the time of the incident;
- Failing to ensure that the equipment being used in the drilling operation was working, was well maintained, in good working order, not defective and used properly;
- Allowing hazardous conditions to exist at the time of the incident;
- Failing to prepare a reasonably safe well plan;
- Failing to ensure that all workers were properly trained;
- Failing to warn of a dangerous condition on the well site;
- Failing to properly train its company men to supervise the drilling

operations;

- Failing to ensure that its company men, who they placed in a position to control, direct and supervise the drilling operations, were properly trained and certified in well control;
- Negligently hiring of contractors, employees, and companies to work on their well site in question;
- Negligently allowing company men with no valid well control certification to supervise, control and direct drilling operations;
- Failure to develop safety policies and procedures to be implemented on its well site for the work to be performed;
- Failing to properly supervise the work being performed on the well site in question;
- Failing to ensure that each company working on its site had a safety program, properly trained employees; and
- Failing to exercise appropriate stop work authority.

B. PREMISE LIABILITY

4.6 On the date of the incident in question, Mr. Ray was on the subject property and well site location for the mutual benefit of both himself and Red Mountain. Red Mountain exercised actual and contractual control over the premises on the date of the incident in question and every day before and since. As such, Red Mountain was not only the owner of the well site in question it was also a possessor of the premises at the time of the injury and damages to Mr. Ray. Mr. Ray, while on the premises, was killed by a defective and dangerous condition that posed an unreasonable risk of harm to him and to others. Red Mountain breached its duty of ordinary care by both failing to adequately warn Mr. Ray of the condition and failing to make the condition reasonably safe. Red Mountain's breach of duty of ordinary care proximately caused the injuries and death of Mr. Ray, the physical pain and mental

anguish he suffered, and the damages suffered by Plaintiffs.

C. RED MOUNTAIN FAILED TO TRAIN ITS EMPLOYEES AND/OR AGENTS

4.7 Red Mountain was responsible for directing, supervising and controlling the drilling operations of Patterson. Despite this responsibility, Red Mountain failed not only to provide any training but failed to train its own employees and/or agents on the proper procedures for the drilling operations undertaken on the well in question. Red Mountain, by virtue of a contract, was obligated to direct, supervise, and control the work of Patterson. Yet, Red Mountain provided no training to any of its employees and/or agents on how to direct, supervise and control the operations of Patterson. Had Red Mountain provided proper training to its employees and/or agents, Red Mountain would have had personnel and equipment at the well site location to properly direct, supervise, and control the drilling operations of the well in question.

D. RED MOUNTAIN FAILED TO TRAIN THE "COMPANY MEN"

4.8 Red Mountain failed to train the "Company Men" on the proper procedures to be used on the well in question. Had Red Mountain properly trained the "Company Men" on the proper procedures to be used in the well in question, the incident would have not occurred.

E. RED MOUNTAIN FAILED TO SUPERVISE THE DRILLING OPERATIONS

4.9 Red Mountain was responsible for directing, supervising and controlling the drilling operations on the well site in question. Despite this responsibility, Red Mountain failed to have any employees at the well site location to supervise the drilling operation. Red Mountain should have had properly trained employees on the location to properly supervise, direct and control drilling operations. Had Red Mountain abided

by their contractual duty to supervise the drilling operations, they should have recognized the dangerous condition that existed on the drilling rig location.

F. RED MOUNTAIN FAILED TO PROVIDE RULES AND REGULATIONS

4.10 The work being conducted on the well site location was hazardous. In allowing work to be performed on the well site location without rules and regulations for workers' safety, Red Mountain breached its duty to provide rules and regulations for a workers' safety when the business is complex or hazardous or when the dangers incident to the work are not obvious or of common knowledge. Red Mountain is in the business of drilling wells. They have far superior knowledge to anyone involved in drilling this well on how to perform drilling operations in a safe manner. Yet, Red Mountain failed to provide any rules or regulations for purposes of well control. The duty that Red Mountain had over control of the well and the wellbore is a nondelegable duty.

G. RED MOUNTAIN FAILED TO FURNISH SAFE INSTRUMENTALITIES

4.11 Red Mountain supplied the contractors, equipment and components used in the drilling of the well in question. Red Mountain failed to use ordinary care in furnishing reasonably safe equipment and components for use on the rig in question. The equipment and/or components in question supplied by Red Mountain were not complete for the job in question. In not supplying the proper equipment and/or components, Red Mountain failed to provide safe instrumentalities for the location in question.

H. STRICT LIABILITY FOR ULTRAHAZARDOUS ACTIVITIES

4.12 The work being conducted at the well site location was extremely

hazardous and fraught with danger; and therefore, constituted an ultrahazardous activity under Oklahoma law. As such, Red Mountain is strictly liable for the injuries to Mr. Ray, the physical pain and mental anguish he suffered, his death and the damages suffered by Plaintiffs.

I. RED MOUNTAIN BREACHED THE SERVICE CONTRACT

4.13 The work being performed on the well in question was being performed under a drilling contract entered into by and between Red Mountain and Patterson. The contract provided obligations and responsibilities that included provisions intended to provide safety measures for the workers involved in all operations. In conducting its drilling operations, Red Mountain breached the contract in question. Such breach of contract resulted in the injuries to Mr. Ray, the physical pain, mental anguish he suffered and his death. As workers under the drilling contract in question, Mr. Ray was an intended beneficiary of the obligations in place in the contract in question.

**J. RED MOUNTAIN IS NEGLIGENT FOR THE CONDUCT OF THE
“COMPANY MEN”**

4.14 Red Mountain was negligent by and through their agent, servant, ostensible agent, agent by estoppel, or borrowed employee, “Company Men” who were acting within the course, scope, and authority of such agency relationship and who was acting on behalf of and for the benefit of Red Mountain. Thus, Red Mountain is vicariously responsible for the negligence of the “Company Men” based on the theory of *respondeat superior*.

**V. CAUSES OF ACTION AGAINST CRESCENT CONSULTING, LLC,
CVM HOLDINGS, LLC AND CVM MANAGEMENT, LLC**

A. NEGLIGENCE OF CRESCENT

5.1 Plaintiffs incorporate the factual statements contained in paragraphs 3.1 through 4.14 as if set forth in full herein.

5.2 Crescent Consulting, LLC, CVM Holdings, LLC and CVM Management (hereinafter referred to as “Crescent”) was negligent by and through their agent, servant, ostensible agent, agent by estoppel, or borrowed employee, Company Men, David Silcott, Andy Frey, Parker Waldridge, Jim Brody Blagg and Joel Acosta, who were acting within the course, scope, and authority of such agency relationship and who were acting on behalf of and for the benefit of Crescent. Thus, Crescent is vicariously responsible for the negligence of the Company Men, David Silcott, Andy Frey, Parker Waldridge, Jim Brody Blagg and Joel Acosta, based on the theory of *respondeat superior*.

5.3 Crescent provided the Company Men, David Silcott, Andy Frey, Parker Waldridge, Jim Brody Blagg and Joel Acosta, at the site on the date of the incident in question. As company men, they were the eyes and ears of Red Mountain and would have the ultimate control and ultimate right to direct the day-to-day operations on the site. David Silcott, Andy Frey, Parker Waldridge, Jim Brody Blagg and Joel Acosta never exercised their stop work authority that would have prevented the incident in question. Further, David Silcott, Andy Frey, Parker Waldridge, Jim Brody Blagg and Joel Acosta never ensured that the work was being performed in accordance with industry standards or in accordance with Red Mountain’s policies and procedures.

5.4 Incredibly, Crescent did not ensure that each company man supplied by Crescent had valid Well Control Certificates. Had the company men who were charged with the sole responsibility to direct, control and supervise the Patterson crew had the proper training, they would have recognized the dangers encountered during drilling operations and would have taken reasonable and prudent actions to prevent the incident from occurring.

A. NEGLIGENCE, NEGLIGENCE PER SE AND GROSS NEGLIGENCE

5.5 As a result of the above mentioned conduct and because of the items mentioned below, Jim Brody Blagg and Joel Acosta committed acts of omission and commission, which collectively and severally, constituted negligence, negligence per se, gross negligence, and recklessness which negligence, negligence per se, gross negligence and recklessness were a proximate cause of the injuries to Mr. Ray, the physical pain and mental anguish he suffered, his death and the damages suffered by Plaintiffs. This negligence and gross negligence includes, but is not limited to the following:

- Failing to ensure that the drilling operation was conducted in a safe and prudent manner;
- Failing to provide a safe work place;
- Failing to properly supervise the work being done at the time of the incident;
- Failing to ensure that the equipment being used in the drilling operation was working, was well maintained, in good working order, not defective and used properly;
- Allowing hazardous conditions to exist at the time of the incident;
- Failing to prepare a reasonably safe well plan;
- Failing to ensure that all workers were properly trained;

- Failing to warn of a dangerous condition on the well site;
- Failing to properly train its company men to supervise;
- Failing to ensure that its company men, who they placed in a position to control, direct and supervise the drilling operations, were properly trained and certified in well control;
- Negligently hiring of contractors, employees, and companies to work on their well site in question;
- Negligently allowing company men with no valid well control certification to supervise, control and direct drilling operations;
- Failure to develop safety policies and procedures to be implemented on its well site for the work to be performed;
- Failing to properly supervise the work being performed on the well site in question;
- Failing to ensure that each company working on its site had a safety program, properly trained employees; and
- Failing to exercise appropriate stop work authority.

5.6 These acts and omissions, singularly and collectively, when viewed objectively involve an extreme degree of risk, considering the probability and magnitude of the potential harm to others, itself, and by and through its vice principals, officers and employees, had actual subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, and welfare of others. Accordingly, Defendant has committed gross negligence and should be held accountable as such.

VI. CAUSES OF ACTION AGAINST JIM BRODY BLAGG AND B & B DRLG CONSULTING, LLC.

A. NEGLIGENCE OF JIM BRODY BLAGG AND B & B DRLG CONSULTING, LLC.

6.1 Plaintiffs incorporate the factual statements contained in paragraphs 3.1

through 5.6 as if set forth in full herein.

6.2 Defendant, Jim Brody Blagg, also known as, B & B DRLG Consulting, LLC was the company man at the site on the date of the incident in question. As the company man, he was the eyes and ears of Red Mountain and would have the ultimate control and ultimate right to direct the day-to-day operations on the site. Jim Brody Blagg never exercised his stop work authority that would have prevented the incident in question. Further, Jim Brody Blagg never ensured that the work was being performed in accordance with industry standards or in accordance with Red Mountain's policies and procedures. In fact, he directed the Patterson crew to trip-out of the hole when he knew the well was flowing.

6.3 As a result of the above mentioned conduct and because of the items mentioned below, Jim Brody Blagg committed acts of omission and commission, which collectively and severally, constituted negligence, negligence per se, gross negligence, and recklessness which negligence, negligence per se, gross negligence and recklessness were a proximate cause of the injuries to Mr. Ray, the physical pain and mental anguish he suffered, his death, and the damages suffered by Plaintiffs. This negligence and gross negligence includes, but is not limited to the following:

- Failing to ensure that the drilling operation was conducted in a safe and prudent manner;
- Failing to provide a safe work place;
- Failing to properly supervise the work being done at the time of the incident;
- Failing to ensure that the equipment being used in the drilling operation was working, was well maintained, in good working order, not defective and used properly;

- Allowing hazardous conditions to exist at the time of the incident;
- Failing to prepare a reasonably safe well plan;
- Failing to ensure that all workers were properly trained;
- Failing to warn of a dangerous condition on the well site;
- Failing to properly train its company men to supervise;
- Failing to ensure that its company men, who they placed in a position to control, direct and supervise the drilling operations, were properly trained and certified in well control;
- Negligently hiring of contractors, employees, and companies to work on their well site in question;
- Negligently allowing company men with no valid well control certification to supervise, control and direct drilling operations;
- Failure to develop safety policies and procedures to be implemented on its well site for the work to be performed;
- Failing to properly supervise the work being performed on the well site in question;
- Failing to ensure that each company working on its site had a safety program, properly trained employees; and
- Failing to exercise appropriate stop work authority.

6.4 These acts and omissions, singularly and collectively, when viewed objectively involve an extreme degree of risk, considering the probability and magnitude of the potential harm to others, itself, and by and through its vice principals, officers and employees, had actual subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, and welfare of others. Accordingly, Defendant has committed gross negligence and should be held accountable as such.

6.5 Plaintiffs further allege that the corporate veil should be pierced with respect to Blagg's company. B & B DRLG Consulting, LLC is a sham company designed to perpetuate a fraud. Plaintiffs allege that the company is owned and operated by Mr. Blagg, has no other employees and provides no service or work other than work and services provided by Mr. Blagg himself. Accordingly, the corporate protections of the LLC should be disregarded.

VII. CAUSES OF ACTION AGAINST NATIONAL OILWELL VARCO, L.P. (NOV)

7.1 Plaintiffs incorporate the factual statements contained in paragraphs 3.1 through 6.5 as if set forth in full herein.

7.2 Defendant, NOV supplied the mud/drilling fluids and technicians to administer/monitor the mud program at the well on the date of the incident in question. The mud program supplied, administered and monitored was not adequate to prevent the incident in question. NOV had a responsibility to ensure that its mud program was adequate and they failed not only to make certain the mud program was adequate but to make sure that the mud program was being carried out in a reasonably safe manner.

7.3 As a result of the above-mentioned conduct and because of the items mentioned below, Defendant, NOV, by and through its employees, and representatives, committed acts of omission and commission, which collectively and severally, constituted negligence, negligence per se, gross negligence, and recklessness which negligence, negligence per se, gross negligence and recklessness were a proximate cause of the injuries to Mr. Ray, the physical pain, mental anguish he suffered, and his death.

**VIII. CAUSES OF ACTION AGAINST PATTERSON-UTI ENERGY, INC.,
PATTERSON-UTI MANAGEMENT SERVICES, LLC AND
PATTERSON-UTI DRILLING COMPANY LLC**

**A. NEGLIGENCE OF PATTERSON-UTI ENERGY, INC. AND
PATTERSON-UTI MANAGEMENT SERVICES, LLC.**

8.1 Plaintiffs incorporate the factual statements contained in paragraphs 3.1 through 7.3 as if set forth in full herein.

8.2 Patterson-UTI Energy, Inc. (hereinafter referred to as "UTI") and Patterson-UTI Management Services, LLC. (hereinafter referred to as "MGT") committed acts of omission and commission, which collectively and severally, constituted gross negligence, which gross negligence was a proximate cause of the injuries to Mr. Ray, the physical pain and mental anguish he suffered, his death and the damages suffered by Plaintiffs. At the time of the incident in question, Mr. Ray was not an employee of UTI or MGT, and UTI and MGT did not employ any of the crew who were working on the well site at the time of the incident in question. Despite not being the employer, UTI and MGT undertook to train all employees of Patterson-UTI Drilling Company LLC, (hereinafter referred to as "Drilling") which included the Patterson crew. In undertaking the duty to train workers, they had a duty to do so in a reasonable and prudent manner. They failed to properly train the crew in recognizing hazards associated with the dangers caused or created by Red Mountain, its company men, and NOV.

8.3 UTI and MGT undertook to perform services that it knew or should have known were necessary for the protection of well site activities. Such services include, but were not limited to (1) providing policies and procedures to protect the health and safety of all individuals affected by any activities engaged in by UTI and MGT; (2)

drafting, implementing and enforcing proper JSAs for each activity that took place during the drilling operations; (3) providing adequate training to its own employees; (4) providing rules and regulations for a worker's safety when the business is complex or hazardous or when the dangers incident to the work are not obvious; and (5) directing, supervising and controlling the rental of tools and equipment and the operation of the other contractors. UTI's and MGT's negligence was a proximate cause of the injuries to Mr. Ray, the physical pain, mental anguish he suffered, his death, and the damages suffered by Plaintiffs.

8.4 UTI and MGT conduct operations in Oklahoma that include drilling operations such as the well in question. In fact, the drilling contract that governed the drilling of the well in question expressly identified responsibilities and obligations of UTI and MGT over the operations taking place. In addition to the day to day operations, UTI and MGT have responsibility over the safety program of Drilling. Although UTI and MGT are separate, independent, and distinct companies, UTI and MGT assumed responsibility over safety. In fact, UTI recently testified that UTI is obligated to ensure that Drilling operates in a safe manner and is obligated to ensure that Drilling's operations are performed in a prudent fashion. Indeed, as punishment to the top executives at UTI for their failure to prevent the incident that killed five workers, UTI's top executives' bonuses were slashed when the safety portion of their bonus was eliminated. Presumably, the hope of the Board of Directors is that if they take away money from UTI's top executives that that may finally make them take safety of the company seriously.

**B. GROSS NEGLIGENCE OF PATTERSON-UTI ENERGY, INC.
PATTERSON-UTI DRILLING COMPANY LLC, AND
PATTERSON-UTI MANAGEMENT SERVICES, LLC.**

8.5 UTI, MGT and Drilling's history of work-related injuries and deaths can only be described as extraordinary. Its abhorrent safety record in Oklahoma goes as far back as August 2004 where then Secretary of Labor Elaine Chao denounced Patterson's safety record after a worker was killed at a Patterson location in Chickasha, Oklahoma. Patterson's complete disregard for safety led Senator Edward M. Kennedy to conduct a special investigation wherein a report was authored: Discounting Death: OSHA's Failure to Punish Safety Violations that Kill Workers, United States Senate, Health, Education, Labor and Pensions Committee report, Edward M. Kennedy, Chairman, April 29, 2008. Senator Kenney's investigation documented 38 deaths from 1999 to 2010.

8.6 In response to Senator Kennedy's investigation and then placement in the OSHA EEP Program, UTI then adopted a "Behavior Based Safety" Program whereby every employee including management would buy into a strong safety culture where safety is elevated to be a core value of the company. The 24/7 Safety Program was purportedly signed off on by the top level persons of the company including, Cloyce Talbott, CEO of UTI, Mike Holcomb, Senior VP over Operations/Safety, and Mark Cullifer, VP over Safety, etc.

8.7 In sharp contrast to what would become the Patterson-UTI 24/7 Safety Culture, Cloyce Talbott described Patterson-UTI's true core values in interviews given to the Wall Street Journal in 2002 and 2005. Rather than safety, Mr. Talbott admitted that Patterson-UTI's actual core value was money:

- a. Patterson-UTI's top value is money and more money: "...we both [Patterson and UTI] have the same **philosophy. Stockholder appreciation** is what we want and **shareholder value** is at the **top of list all the time...**" *Emphasis added.*
- b. Patterson valued growth and more growth. Talbott explained that Patterson "...managed to grow from 302 rigs to 396 rigs...and our strategy is going to be to keep trying to grow..." Talbott went on to state that Patterson's growth created dominant capture of market share and thereby, phenomenal leverage.

8.8 Talbott went on to explain that this emphasis on "shareholder value" was really putting money in the pockets of the management team, including himself, to wit: "when management are large shareholders, I think it is good for the shareholder."

8.9 Rather than focusing on safety, Patterson put into place an "Incident Task Force" that was put into place as a "control point" to institute "damage control" when incidents like this tragic incident occur. In fact, Patterson-UTI own documents tout this "task force" as a program designed to escape responsibility rather than determining the root cause.

8.10 As evidence of the complete disregard for safety, Patterson was just named to OSHA's Dirty Dozen List with more than 110 citations for serious safety violations in the past decade.

8.11 As the employer, Drilling is liable to the Plaintiffs for its intentional conduct in bringing about the death of Josh Ray.

- a. Drilling is liable for intentionally ignoring a long history of deaths and serious injuries caused by the deplorable workplace safety history of Drilling. Clearly, Drilling was aware that workplace death and serious injury was likely to occur due to its long history of failing to train, failing to implement safety policies, and

complete lack of supervision. By intentionally ignoring safe practices in the workplace, it is substantially certain that deaths will occur.

b. Drilling is liable for intentionally requiring the Patterson workers to work with equipment that was not safe, not functionable and not working. Specifically, the Patterson workers were made to work with an old, non-functioning, and broken accumulator. Drilling management had received numerous complaints about the accumulator before the incident and failed to take any action to get it fixed. Drilling was aware of the importance of the accumulator in a well-control situation. In fact, Drilling was aware that an accumulator that is not functioning properly is substantially certain to cause death or serious injury from a well-control situation.

c. Drilling is liable for intentionally providing a doghouse that was dangerous and defective. The Patterson crew are trained that in any emergency event that one safe place is the doghouse. It's a place that is supposed to be fire-proof, has a purge system that prevents gasses from entering and has a safe way to exit in an emergency scenario. The doghouse provided by Drilling for its workers failed on all accounts. Drilling provided a doghouse with a purge system that was not operational. As a result, when the men fled to the doghouse for safety the purge system failed to keep the gasses out of the doghouse, and instead, allowed them to enter the doghouse, catching fire, and burning them to death. Incredibly, Drilling was aware that the purge system was not functioning before this tragic event occurred and, failed to take any action to make sure it was functioning. The doghouse did not have a functional exit. The Drilling supplied doghouse had two points of ingress/egress – the front door and the back door. The front door is not intended to be an emergency exit because it opens directly to the rig floor. The back door, however, is designed with a

ladder to the ground, as the exit point for any emergency exit from the doghouse. At the time of the well fire, the backdoor, or emergency exit door was not operational. Incredible, Drilling was aware that the door was not operational before the incident and failed to take any efforts of fixing it. As a result the bodies of at least three of the men were found piled up at the base of the non-functioning emergency exit door.

d. Drilling is liable for requiring the crew to drill “underbalanced” with absolutely no training in how to properly drill a well underbalanced and no training on the various equipment necessary to drill underbalanced. Drilling should have known that two accumulators were necessary to safely drill a well in an underbalanced state; yet supplied only one, that was not functioning properly. Drilling should have known that an orbit valve was going to be used to control the pressures while drilling underbalanced and provided training to the Patterson crew. Yet, Drilling provided no training on the orbit valve. Further, Drilling knew that by intentionally requiring the untrained crew to drill underbalanced with equipment that they had no training to operate that death or serious injury was likely to result.

8.12 Drilling is liable for these and other workplace failures because it acted with the knowledge that the death of Josh Ray was substantially certain as a result of its conduct.

IX. WRONGFUL DEATH (12 O.S. § 1053) DAMAGES

A. JOSH RAY

9.1 Josh Ray was only 35 years old when he was killed. He suffered thermal burn over 100% of his body and smoke inhalation that ultimately led to his death. Mr. Ray’s estate brings this suit to recover damages for the excruciating conscious pain and

suffering caused by these burns and smoke inhalation, and for the horror, mental anguish and terror associated with the knowledge of his impending death and the devastation of leaving his wife a widow and his child without a father. Mr. Ray's estate is entitled to recover for his conscious pain and suffering, mental anguish, physical pain, and necessary funeral bills and expenses, for which recovery is sought herein in an amount far in excess of the minimal jurisdictional limits of this Court.

B. SARAH RAY (SURVIVING SPOUSE)

9.2 Decedent, Josh Ray, was 35 years of age at the time of his death. He was in good health with a reasonable life expectancy based on the life expectancy tables of 43.22 years. During his lifetime, the decedent was a good, caring husband who gave comfort and companionship to his family. In all reasonable probability, he would have continued to do so for the remainder of his natural life.

9.3 As a result of the death of Josh Ray, his surviving wife, Sarah Ray, has suffered damages in the past and in the future, including pecuniary damages, mental anguish, loss of companionship, loss consortium, loss of society and loss of inheritance, for which damages are sought in an amount far in excess of the minimal jurisdictional limits of this Court. At the time of Josh's death, Sarah was 33 years old. Based upon the life expectancy of Josh, these Defendants took away 43.22 years of time Sarah would have had with her husband. Sarah is entitled to recover an amount for each of these years in an amount that is far in excess of the minimal jurisdictional limits of this Court.

C. A.R., MINOR CHILD

9.4 Decedent, Josh Ray was 35 years of age at the time of his death. He was in good health with a life expectancy based on the life expectancy tables of 43.22 years. During his lifetime, the decedent was a good, caring father who gave comfort and

companionship to his family. In all reasonable probability, he would have continued to do so for the remainder of his natural life.

9.5 As a result of the death of Josh Ray, his surviving biological daughter, A.R., Minor Child, has suffered damages in the past and in the future, including pecuniary damages, mental anguish, loss of companionship, loss of consortium, and loss of inheritance, for which damages are sought in an amount far in excess of the minimal jurisdictional limits of this Court. At the time of Josh's death, A.R. was 11 years old. Based upon the life expectancy of Josh, these Defendants took away 43.22 years of time A.R. would have had with her father. A.R. is entitled to recover an amount for each of these years that is far in excess of the minimal jurisdictional limits of this Court.

E. EXEMPLARY DAMAGES

9.6 As a result of Defendants' gross neglect and malice, Plaintiffs seek exemplary damages against these Defendants in an amount equal to 25% of Defendants', Red Mountain, Crescent Consulting, and National Oilwell Varco, and Patterson's net worth.

X. PRE-JUDGMENT AND POST-JUDGMENT INTEREST

10.1 Plaintiff seeks pre-judgment and post-judgment interest as allowed by law.

XI. JURY DEMAND

11.1 Plaintiff requests a trial by jury.

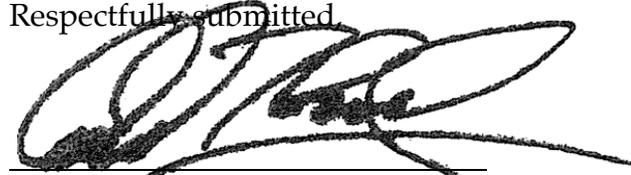
XII. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendants be cited to appear and answer herein, that this cause be set for trial before a jury, that

Plaintiff recover judgment of and from the Defendants for their actual damages in such amount as the evidence may show and the jury may determine to be proper, together with pre-judgment interest, post-judgment interest, costs of suit, and such other and further relief to which they may show themselves to be justly entitled.

Respectfully submitted,

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**ATTORNEYS' LIEN CLAIMED
JURY TRIAL DEMANDED**

CERTIFICATE OF SERVICE

The undersigned attorney does hereby certify that a true and correct copy of the foregoing instrument was forwarded to all counsel of record as listed below via mail, on this the 8th day October, 2018.

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