

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

JAMES HART, <i>et al.</i> ,)	
)	
)	
Plaintiffs,	)	CIVIL ACTION
	)	CASE NO. 14-178-R
)	
v.)	
)	
SANDRIDGE ENERGY, INC.,)	
SANDRIDGE OPERATING COMPANY,)	
AND LARIAT SERVICES, INC.;)	
)	
)	
Defendants.)	
)	

SECOND AMENDED COMPLAINT

COME NOW the Plaintiffs, Peter Babb, Norman Brown, Aaron Butler, Joshua Casey, Johnny Garrison, James Hart, Cooper Haynes, Raymond Head, Timothy Herrera, Jeff Ingles, Daniel Kochin, Eric Laforce, Benny Martinez, Joe Miller, Francisco Rosales, Ronald Ross, Michael Walters and Eric Weinstein (collectively, “Plaintiffs”) and the employees they seek to represent (“Putative Class Members”), by and through their counsel of record, hereby submit their Second Amended Complaint as follows:

I. INTRODUCTORY STATEMENT

1. Defendants knowingly and deliberately failed to compensate Plaintiffs and Putative Class Members based on the time-and-a-half overtime formula in the Fair Labor Standards Act (“FLSA”) by not including bonus payments and additional wage payments in the calculation of the overtime rate of pay, and by not paying Plaintiffs for all overtime hours worked.

2. Consequently, Defendants’ compensation policy violates the FLSA mandate that

non-exempt employees, such as Plaintiffs and Putative Class Members, be compensated at one and one-half times their regular rate of pay for each hour worked beyond forty (40) each week and that they be paid for all overtime hours worked.

3. Plaintiffs seek to recover, on behalf of themselves and the Putative Class Members, all unpaid overtime and other damages owed under the FLSA as a collective action pursuant to 29 U.S.C. § 216(b).

II. PARTIES

4. Plaintiffs and the employees they seek to represent (“Putative Class Members”) are current and former non-exempt employees of SandRidge Energy, Inc., SandRidge Operating Company, and Lariat Services, Inc. (collectively, “Defendants”) who worked/work as oilfield workers, under the positions of “Floor Hand,” “Derrick Hand,” “Motor Hand,” or “Driller” during the three (3) year period immediately preceding the filing of the original Complaint in this matter.

5. Plaintiff Peter Babb was hired as an employee of Lariat Services, Inc. Lariat is a wholly-owned subsidiary of SandRidge Energy. Plaintiff Babb is an individual residing in Oklahoma City, Oklahoma. Plaintiff Babb was employed as a “Floor Hand” and “Derrick Hand” during his employment with Defendants. The employee handbook given to Plaintiff Babb, labeled, “SandRidge Energy Employee Policy Guide,” set forth the employer’s policies which govern his employment and to which, at all times, he was required to adhere. Said handbook defined “**Company**” to mean, “**Sandridge Energy, Inc. and/or any of its subsidiaries.**” (emphasis added). According to the “SandRidge Energy Employee Policy Guide” and Plaintiff’s supervisors, if, or when, Plaintiff Babb was required to submit to a drug test and/or alcohol test, the results of such tests were submitted to SandRidge Energy. The handbook states,

“Compliance with this policy, including consent to searches and drug and alcohol tests, is a condition of employment with SandRidge.” According to the *Policy Statement* located in the “SandRidge Energy Employee Policy Guide,” ***“the term employee includes any individual that is performing work for which they are compensated on the payroll of SandRidge or any of its subsidiaries.”***(emphasis added). Plaintiff Babb’s immediate supervisors whom he reported to were identified as “Tool Pusher” and “Drill Supervisor.” The “Tool Pusher” was responsible for recording the hours Plaintiff Babb worked and submitting said hours for approval. The “Drill Supervisor” was responsible for verifying the time sheets submitted by the “Tool Pusher.” The “Drill Supervisor” would submit Plaintiff Babb’s time sheets to SandRidge Operating Company. Plaintiff Babb’s paychecks were issued directly from SandRidge Operating Company. The “SandRidge Energy Employee Policy Guide” set forth rules of conduct, which Plaintiff Babb was required to comply with while on “Company Premises.” The term “Company Premises” as defined in the Policy Guide, ***“includes all Company-owned and/or leased property, facilities, equipment, machinery, vehicles, as well as Company-provided housing.”*** (emphasis added). For these reasons, Plaintiff Babb believed himself to be an employee of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc.

6. Plaintiff Norman Brown was hired as an employee of Lariat Services, Inc. Lariat is a wholly-owned subsidiary of SandRidge Energy. Plaintiff Brown is an individual residing in Cherokee, Oklahoma. Plaintiff Brown was employed as a “Driller” during his employment with Defendants. The employee handbook given to Plaintiff Brown, labeled, “SandRidge Energy Employee Policy Guide,” set forth the employer’s policies which govern his employment and to which, at all times, he was required to adhere. Said handbook defined “Company” to mean, “Sandridge Energy, Inc. and/or any of its subsidiaries.” According to the “SandRidge Energy

Employee Policy Guide” and Plaintiff’s supervisors, if, or when, Plaintiff Brown was required to submit to a drug test and/or alcohol test, the results of such tests were submitted to SandRidge Energy. The handbook states, “Compliance with this policy, including consent to searches and drug and alcohol tests, is a condition of employment with SandRidge.” According to the *Policy Statement* located in the “SandRidge Energy Employee Policy Guide,” “the term employee includes any individual that is performing work for which they are compensated on the payroll of SandRidge or any of its subsidiaries.” Plaintiff Brown’s immediate supervisors whom he reported to were identified as “Tool Pusher” and “Drill Supervisor.” The “Tool Pusher” was responsible for recording the hours Plaintiff Brown worked and submitting said hours for approval. The “Drill Supervisor” was responsible for verifying the time sheets submitted by the “Tool Pusher.” The “Drill Supervisor” would submit Plaintiff Brown’s time sheets to SandRidge Operating Company. Plaintiff Brown’s paychecks were issued directly from SandRidge Operating Company. The “SandRidge Energy Employee Policy Guide” set forth rules of conduct, which Plaintiff Brown was required to comply with while on “Company Premises.” The term “Company Premises” as defined in the Policy Guide, “includes all Company-owned and/or leased property, facilities, equipment, machinery, vehicles, as well as Company-provided housing.” For these reasons, Plaintiff Norman Brown believed himself to be an employee of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc.

7. Plaintiff Aaron Butler was hired as an employee of Lariat Services, Inc. Lariat is a wholly-owned subsidiary of SandRidge Energy. Plaintiff Butler is an individual residing in Kingfisher, Oklahoma. Plaintiff Butler was employed as a “Floor Hand” and “Motor Hand” during his employment with Defendants. The employee handbook given to Plaintiff Butler, labeled, “SandRidge Energy Employee Policy Guide,” set forth the employer’s policies which

govern his employment and to which, at all times, he was required to adhere. Said handbook defined “Company” to mean, “Sandridge Energy, Inc. and/or any of its subsidiaries.” According to the “SandRidge Energy Employee Policy Guide” and Plaintiff’s supervisors, if, or when, Plaintiff Butler was required to submit to a drug test and/or alcohol test, the results of such tests were submitted to SandRidge Energy. The handbook states, “Compliance with this policy, including consent to searches and drug and alcohol tests, is a condition of employment with SandRidge.” According to the *Policy Statement* located in the “SandRidge Energy Employee Policy Guide,” “the term employee includes any individual that is performing work for which they are compensated on the payroll of SandRidge or any of its subsidiaries.” Plaintiff Butler’s immediate supervisors whom he reported to were identified as “Tool Pusher” and “Drill Supervisor.” The “Tool Pusher” was responsible for recording the hours Plaintiff Butler worked and submitting said hours for approval. The “Drill Supervisor” was responsible for verifying the time sheets submitted by the “Tool Pusher.” The “Drill Supervisor” would submit Plaintiff Butler’s time sheets to SandRidge Operating Company. Plaintiff Butler’s paychecks were issued directly from SandRidge Operating Company. The “SandRidge Energy Employee Policy Guide” set forth rules of conduct, which Plaintiff Butler was required to comply with while on “Company Premises.” The term “Company Premises” as defined in the Policy Guide, “includes all Company-owned and/or leased property, facilities, equipment, machinery, vehicles, as well as Company-provided housing.” For these reasons, Plaintiff Butler believed himself to be an employee of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc.

8. Plaintiff John Casey was hired as an employee of Lariat Services, Inc. Lariat is a wholly-owned subsidiary of SandRidge Energy. Plaintiff Casey is an individual residing in Whitehouse, Texas. Plaintiff Casey was employed as a “Floor Hand” during his employment

with Defendants. The employee handbook given to Plaintiff Casey, labeled, "SandRidge Energy Employee Policy Guide," set forth the employer's policies which govern his employment and to which, at all times, he was required to adhere. Said handbook defined "Company" to mean, "Sandridge Energy, Inc. and/or any of its subsidiaries." According to the "SandRidge Energy Employee Policy Guide" and Plaintiff's supervisors, if, or when, Plaintiff Casey was required to submit to a drug test and/or alcohol test, the results of such tests were submitted to SandRidge Energy. The handbook states, "Compliance with this policy, including consent to searches and drug and alcohol tests, is a condition of employment with SandRidge." According to the *Policy Statement* located in the "SandRidge Energy Employee Policy Guide," "the term employee includes any individual that is performing work for which they are compensated on the payroll of SandRidge or any of its subsidiaries." Plaintiff Casey's immediate supervisors whom he reported to were identified as "Tool Pusher" and "Drill Supervisor." The "Tool Pusher" was responsible for recording the hours Plaintiff Casey worked and submitting said hours for approval. The "Drill Supervisor" was responsible for verifying the time sheets submitted by the "Tool Pusher." The "Drill Supervisor" would submit Plaintiff Casey's time sheets to SandRidge Operating Company. Plaintiff Casey's paychecks were issued directly from SandRidge Operating Company. The "SandRidge Energy Employee Policy Guide" set forth rules of conduct, which Plaintiff Casey was required to comply with while on "Company Premises." The term "Company Premises" as defined in the Policy Guide, "includes all Company-owned and/or leased property, facilities, equipment, machinery, vehicles, as well as Company-provided housing." For these reasons, Plaintiff Casey believed himself to be an employee of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc.

9. Plaintiff Johnny Garrison was hired as an employee of Lariat Services, Inc. Lariat is a wholly-owned subsidiary of SandRidge Energy. Plaintiff Garrison is an individual residing in Enid, Oklahoma. Plaintiff Garrison was employed as a “Driller” during his employment with Defendants. The employee handbook given to Plaintiff Garrison, labeled, “SandRidge Energy Employee Policy Guide,” set forth the employer’s policies which govern his employment and to which, at all times, he was required to adhere. Said handbook defined “Company” to mean, “Sandridge Energy, Inc. and/or any of its subsidiaries.” According to the “SandRidge Energy Employee Policy Guide” and Plaintiff’s supervisors, if, or when, Plaintiff Garrison was required to submit to a drug test and/or alcohol test, the results of such tests were submitted to SandRidge Energy. The handbook states, “Compliance with this policy, including consent to searches and drug and alcohol tests, is a condition of employment with SandRidge.” According to the *Policy Statement* located in the “SandRidge Energy Employee Policy Guide,” “the term employee includes any individual that is performing work for which they are compensated on the payroll of SandRidge or any of its subsidiaries.” Plaintiff Garrison’s immediate supervisors whom he reported to were identified as “Tool Pusher” and “Drill Supervisor.” The “Tool Pusher” was responsible for recording the hours Plaintiff Garrison worked and submitting said hours for approval. The “Drill Supervisor” was responsible for verifying the time sheets submitted by the “Tool Pusher.” The “Drill Supervisor” would submit Plaintiff Garrison’s time sheets to SandRidge Operating Company. Plaintiff Garrison’s paychecks were issued directly from SandRidge Operating Company. The “SandRidge Energy Employee Policy Guide” set forth rules of conduct, which Plaintiff Garrison was required to comply with while on “Company Premises.” The term “Company Premises” as defined in the Policy Guide, “includes all Company-owned and/or leased property, facilities, equipment, machinery, vehicles, as well as

Company-provided housing.” For these reasons, Plaintiff Garrison believed himself to be an employee of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc.

10. Plaintiff James Hart was hired as an employee of Lariat Services, Inc. Lariat is a wholly-owned subsidiary of SandRidge Energy. Plaintiff Hart is an individual residing in Coldwater, Kansas. Plaintiff Hart was employed as a “Driller” during his employment with Defendants. The employee handbook given to Plaintiff Hart, labeled, “SandRidge Energy Employee Policy Guide,” set forth the employer’s policies which govern his employment and to which, at all times, he was required to adhere. Said handbook defined “Company” to mean, “Sandridge Energy, Inc. and/or any of its subsidiaries.” According to the “SandRidge Energy Employee Policy Guide” and Plaintiff’s supervisors, if, or when, Plaintiff Hart was required to submit to a drug test and/or alcohol test, the results of such tests were submitted to SandRidge Energy. The handbook states, “Compliance with this policy, including consent to searches and drug and alcohol tests, is a condition of employment with SandRidge.” According to the *Policy Statement* located in the “SandRidge Energy Employee Policy Guide,” “the term employee includes any individual that is performing work for which they are compensated on the payroll of SandRidge or any of its subsidiaries.” Plaintiff Hart’s immediate supervisors whom he reported to were identified as “Tool Pusher” and “Drill Supervisor.” The “Tool Pusher” was responsible for recording the hours Plaintiff Hart worked and submitting said hours for approval. The “Drill Supervisor” was responsible for verifying the time sheets submitted by the “Tool Pusher.” The “Drill Supervisor” would submit Plaintiff Hart’s time sheets to SandRidge Operating Company. Plaintiff Hart’s paychecks were issued directly from SandRidge Operating Company. The “SandRidge Energy Employee Policy Guide” set forth rules of conduct, which Plaintiff Hart was required to comply with while on “Company Premises.” The term “Company Premises” as

defined in the Policy Guide, “includes all Company-owned and/or leased property, facilities, equipment, machinery, vehicles, as well as Company-provided housing.” For these reasons, Plaintiff Hart believed himself to be an employee of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc.

11. Plaintiff Cooper Haynes was hired as an employee of Lariat Services, Inc. Lariat is a wholly-owned subsidiary of SandRidge Energy. Plaintiff Haynes is an individual residing in Poteau, Oklahoma. Plaintiff Haynes was employed as a “Floor Hand” during his employment with Defendants. The employee handbook given to Plaintiff Haynes, labeled, “SandRidge Energy Employee Policy Guide,” set forth the employer’s policies which govern his employment and to which, at all times, he was required to adhere. Said handbook defined “Company” to mean, “Sandridge Energy, Inc. and/or any of its subsidiaries.” According to the “SandRidge Energy Employee Policy Guide” and Plaintiff’s supervisors, if, or when, Plaintiff Haynes was required to submit to a drug test and/or alcohol test, the results of such tests were submitted to SandRidge Energy. The handbook states, “Compliance with this policy, including consent to searches and drug and alcohol tests, is a condition of employment with SandRidge.” According to the *Policy Statement* located in the “SandRidge Energy Employee Policy Guide,” “the term employee includes any individual that is performing work for which they are compensated on the payroll of SandRidge or any of its subsidiaries.” Plaintiff Haynes’s immediate supervisors whom he reported to were identified as “Tool Pusher” and “Drill Supervisor.” The “Tool Pusher” was responsible for recording the hours Plaintiff Haynes worked and submitting said hours for approval. The “Drill Supervisor” was responsible for verifying the time sheets submitted by the “Tool Pusher.” The “Drill Supervisor” would submit Plaintiff Haynes’s time sheets to SandRidge Operating Company. Plaintiff Haynes’s paychecks were issued directly from

SandRidge Operating Company. The “SandRidge Energy Employee Policy Guide” set forth rules of conduct, which Plaintiff Haynes was required to comply with while on “Company Premises.” The term “Company Premises” as defined in the Policy Guide, “includes all Company-owned and/or leased property, facilities, equipment, machinery, vehicles, as well as Company-provided housing.” For these reasons, Plaintiff Haynes believed himself to be an employee of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc.

12. Plaintiff Raymond Head was hired as an employee of Lariat Services, Inc. Lariat is a wholly-owned subsidiary of SandRidge Energy. Plaintiff Head is an individual residing in Cassville, Missouri. Plaintiff Head was employed as a “Floor Hand” during his employment with Defendants. The employee handbook given to Plaintiff Head, labeled, “SandRidge Energy Employee Policy Guide,” set forth the employer’s policies which govern his employment and to which, at all times, he was required to adhere. Said handbook defined “Company” to mean, “Sandridge Energy, Inc. and/or any of its subsidiaries.” According to the “SandRidge Energy Employee Policy Guide” and Plaintiff’s supervisors, if, or when, Plaintiff Head was required to submit to a drug test and/or alcohol test, the results of such tests were submitted to SandRidge Energy. The handbook states, “Compliance with this policy, including consent to searches and drug and alcohol tests, is a condition of employment with SandRidge.” According to the *Policy Statement* located in the “SandRidge Energy Employee Policy Guide,” “the term employee includes any individual that is performing work for which they are compensated on the payroll of SandRidge or any of its subsidiaries.” Plaintiff Head’s immediate supervisors whom he reported to were identified as “Tool Pusher” and “Drill Supervisor.” The “Tool Pusher” was responsible for recording the hours Plaintiff Head worked and submitting said hours for approval. The “Drill Supervisor” was responsible for verifying the time sheets submitted by the “Tool Pusher.” The

“Drill Supervisor” would submit Plaintiff Head’s time sheets to SandRidge Operating Company. Plaintiff Head’s paychecks were issued directly from SandRidge Operating Company. The “SandRidge Energy Employee Policy Guide” set forth rules of conduct, which Plaintiff Head was required to comply with while on “Company Premises.” The term “Company Premises” as defined in the Policy Guide, “includes all Company-owned and/or leased property, facilities, equipment, machinery, vehicles, as well as Company-provided housing.” For these reasons, Plaintiff Head believed himself to be an employee of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc.

13. Plaintiff Timothy Herrera was hired as an employee of Lariat Services, Inc. Lariat is a wholly-owned subsidiary of SandRidge Energy. Plaintiff Herrera is an individual residing in Booneville, Arkansas. Plaintiff Herrera was employed as a “Floor Hand” during his employment with Defendants. The employee handbook given to Plaintiff Herrera, labeled, “SandRidge Energy Employee Policy Guide,” set forth the employer’s policies which govern his employment and to which, at all times, he was required to adhere. Said handbook defined “Company” to mean, “Sandridge Energy, Inc. and/or any of its subsidiaries.” According to the “SandRidge Energy Employee Policy Guide” and Plaintiff’s supervisors, if, or when, Plaintiff Herrera was required to submit to a drug test and/or alcohol test, the results of such tests were submitted to SandRidge Energy. The handbook states, “Compliance with this policy, including consent to searches and drug and alcohol tests, is a condition of employment with SandRidge.” According to the *Policy Statement* located in the “SandRidge Energy Employee Policy Guide,” “the term employee includes any individual that is performing work for which they are compensated on the payroll of SandRidge or any of its subsidiaries.” Plaintiff Herrera’s immediate supervisors whom he reported to were identified as “Tool Pusher” and “Drill Supervisor.” The “Tool Pusher”

was responsible for recording the hours Plaintiff Herrera worked and submitting said hours for approval. The “Drill Supervisor” was responsible for verifying the time sheets submitted by the “Tool Pusher.” The “Drill Supervisor” would submit Plaintiff Herrera’s time sheets to SandRidge Operating Company. Plaintiff Herrera’s paychecks were issued directly from SandRidge Operating Company. The “SandRidge Energy Employee Policy Guide” set forth rules of conduct, which Plaintiff Herrera was required to comply with while on “Company Premises.” The term “Company Premises” as defined in the Policy Guide, “includes all Company-owned and/or leased property, facilities, equipment, machinery, vehicles, as well as Company-provided housing.” For these reasons, Plaintiff Herrera believed himself to be an employee of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc.

14. Plaintiff Jeff Ingle was hired as an employee of Lariat Services, Inc. Lariat is a wholly-owned subsidiary of SandRidge Energy. Plaintiff Ingle is an individual residing in Mountainburg, Arkansas. Plaintiff Ingle was employed as a “Floor Hand” and “Motor Hand” during his employment with Defendants. The employee handbook given to Plaintiff Ingle, labeled, “SandRidge Energy Employee Policy Guide,” set forth the employer’s policies which govern his employment and to which, at all times, he was required to adhere. Said handbook defined “Company” to mean, “Sandridge Energy, Inc. and/or any of its subsidiaries.” According to the “SandRidge Energy Employee Policy Guide” and Plaintiff’s supervisors, if, or when, Plaintiff Ingle was required to submit to a drug test and/or alcohol test, the results of such tests were submitted to SandRidge Energy. The handbook states, “Compliance with this policy, including consent to searches and drug and alcohol tests, is a condition of employment with SandRidge.” According to the *Policy Statement* located in the “SandRidge Energy Employee Policy Guide,” “the term employee includes any individual that is performing work for which

they are compensated on the payroll of SandRidge or any of its subsidiaries.” Plaintiff Ingle’s immediate supervisors whom he reported to were identified as “Tool Pusher” and “Drill Supervisor.” The “Tool Pusher” was responsible for recording the hours Plaintiff Ingle worked and submitting said hours for approval. The “Drill Supervisor” was responsible for verifying the time sheets submitted by the “Tool Pusher.” The “Drill Supervisor” would submit Plaintiff Ingle’s time sheets to SandRidge Operating Company. Plaintiff Ingle’s paychecks were issued directly from SandRidge Operating Company. The “SandRidge Energy Employee Policy Guide” set forth rules of conduct, which Plaintiff Ingle was required to comply with while on “Company Premises.” The term “Company Premises” as defined in the Policy Guide, “includes all Company-owned and/or leased property, facilities, equipment, machinery, vehicles, as well as Company-provided housing.” For these reasons, Plaintiff Ingle believed himself to be an employee of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc.

15. Plaintiff Daniel Kochin was hired as an employee of Lariat Services, Inc. Lariat is a wholly-owned subsidiary of SandRidge Energy. Plaintiff Kochin is an individual residing in Tyler, Texas. Plaintiff Kochin was employed as a “Derrick Hand” and as a “Driller” during his employment with Defendants. The employee handbook given to Plaintiff Kochin, labeled, “SandRidge Energy Employee Policy Guide,” set forth the employer’s policies which govern his employment and to which, at all times, he was required to adhere. Said handbook defined “Company” to mean, “Sandridge Energy, Inc. and/or any of its subsidiaries.” According to the “SandRidge Energy Employee Policy Guide” and Plaintiff’s supervisors, if, or when, Plaintiff Kochin was required to submit to a drug test and/or alcohol test, the results of such tests were submitted to SandRidge Energy. The handbook states, “Compliance with this policy, including consent to searches and drug and alcohol tests, is a condition of employment with SandRidge.”

According to the *Policy Statement* located in the “SandRidge Energy Employee Policy Guide,” “the term employee includes any individual that is performing work for which they are compensated on the payroll of SandRidge or any of its subsidiaries.” Plaintiff Kochin’s immediate supervisors whom he reported to were identified as “Tool Pusher” and “Drill Supervisor.” The “Tool Pusher” was responsible for recording the hours Plaintiff Kochin worked and submitting said hours for approval. The “Drill Supervisor” was responsible for verifying the time sheets submitted by the “Tool Pusher.” The “Drill Supervisor” would submit Plaintiff Kochin’s time sheets to SandRidge Operating Company. Plaintiff Kochin’s paychecks were issued directly from SandRidge Operating Company. The “SandRidge Energy Employee Policy Guide” set forth rules of conduct, which Plaintiff Kochin was required to comply with while on “Company Premises.” The term “Company Premises” as defined in the Policy Guide, “includes all Company-owned and/or leased property, facilities, equipment, machinery, vehicles, as well as Company-provided housing.” For these reasons, Plaintiff Kochin believed himself to be an employee of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc.

16. Plaintiff Eric Laforce was hired as an employee of Lariat Services, Inc. Lariat is a wholly-owned subsidiary of SandRidge Energy. Plaintiff Laforce is an individual residing in Valliant, Oklahoma. Plaintiff Laforce was employed as a “Floor Hand” during his employment with Defendants. The employee handbook given to Plaintiff Laforce, labeled, “SandRidge Energy Employee Policy Guide,” set forth the employer’s policies which govern his employment and to which, at all times, he was required to adhere. Said handbook defined “Company” to mean, “Sandridge Energy, Inc. and/or any of its subsidiaries.” According to the “SandRidge Energy Employee Policy Guide” and Plaintiff’s supervisors, if, or when, Plaintiff Laforce was

required to submit to a drug test and/or alcohol test, the results of such tests were submitted to SandRidge Energy. The handbook states, “Compliance with this policy, including consent to searches and drug and alcohol tests, is a condition of employment with SandRidge.” According to the *Policy Statement* located in the “SandRidge Energy Employee Policy Guide,” “the term employee includes any individual that is performing work for which they are compensated on the payroll of SandRidge or any of its subsidiaries.” Plaintiff Laforce’s immediate supervisors whom he reported to were identified as “Tool Pusher” and “Drill Supervisor.” The “Tool Pusher” was responsible for recording the hours Plaintiff Laforce worked and submitting said hours for approval. The “Drill Supervisor” was responsible for verifying the time sheets submitted by the “Tool Pusher.” The “Drill Supervisor” would submit Plaintiff Laforce’s time sheets to SandRidge Operating Company. Plaintiff Laforce’s paychecks were issued directly from SandRidge Operating Company. The “SandRidge Energy Employee Policy Guide” set forth rules of conduct, which Plaintiff Laforce was required to comply with while on “Company Premises.” The term “Company Premises” as defined in the Policy Guide, “includes all Company-owned and/or leased property, facilities, equipment, machinery, vehicles, as well as Company-provided housing.” For these reasons, Plaintiff Laforce believed himself to be an employee of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc.

17. Plaintiff Benny Martinez was hired as an employee of Lariat Services, Inc. Lariat is a wholly-owned subsidiary of SandRidge Energy. Plaintiff Martinez is an individual residing in Lubbock, Texas. Plaintiff Martinez was employed as a “Floor Hand” during his employment with Defendants. The employee handbook given to Plaintiff Martinez, labeled, “SandRidge Energy Employee Policy Guide,” set forth the employer’s policies which govern his employment and to which, at all times, he was required to adhere. Said handbook defined “Company” to

mean, “Sandridge Energy, Inc. and/or any of its subsidiaries.” According to the “SandRidge Energy Employee Policy Guide” and Plaintiff’s supervisors, if, or when, Plaintiff Martinez was required to submit to a drug test and/or alcohol test, the results of such tests were submitted to SandRidge Energy. The handbook states, “Compliance with this policy, including consent to searches and drug and alcohol tests, is a condition of employment with SandRidge.” According to the *Policy Statement* located in the “SandRidge Energy Employee Policy Guide,” “the term employee includes any individual that is performing work for which they are compensated on the payroll of SandRidge or any of its subsidiaries.” Plaintiff Martinez’s immediate supervisors whom he reported to were identified as “Tool Pusher” and “Drill Supervisor.” The “Tool Pusher” was responsible for recording the hours Plaintiff Martinez worked and submitting said hours for approval. The “Drill Supervisor” was responsible for verifying the time sheets submitted by the “Tool Pusher.” The “Drill Supervisor” would submit Plaintiff Martinez’s time sheets to SandRidge Operating Company. Plaintiff Martinez’s paychecks were issued directly from SandRidge Operating Company. The “SandRidge Energy Employee Policy Guide” set forth rules of conduct, which Plaintiff Martinez was required to comply with while on “Company Premises.” The term “Company Premises” as defined in the Policy Guide, “includes all Company-owned and/or leased property, facilities, equipment, machinery, vehicles, as well as Company-provided housing.” For these reasons, Plaintiff Martinez believed himself to be an employee of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc.

18. Plaintiff Joe Miller was hired as an employee of Lariat Services, Inc. Lariat is a wholly-owned subsidiary of SandRidge Energy. Plaintiff Miller is an individual residing in Brunswick, Missouri. Plaintiff Miller was employed as a “Floor Hand” during his employment with Defendants. The employee handbook given to Plaintiff Miller, labeled, “SandRidge Energy

Employee Policy Guide,” set forth the employer’s policies which govern his employment and to which, at all times, he was required to adhere. Said handbook defined “Company” to mean, “Sandridge Energy, Inc. and/or any of its subsidiaries.” According to the “SandRidge Energy Employee Policy Guide” and Plaintiff’s supervisors, if, or when, Plaintiff Miller was required to submit to a drug test and/or alcohol test, the results of such tests were submitted to SandRidge Energy. The handbook states, “Compliance with this policy, including consent to searches and drug and alcohol tests, is a condition of employment with SandRidge.” According to the *Policy Statement* located in the “SandRidge Energy Employee Policy Guide,” “the term employee includes any individual that is performing work for which they are compensated on the payroll of SandRidge or any of its subsidiaries.” Plaintiff Miller’s immediate supervisors whom he reported to were identified as “Tool Pusher” and “Drill Supervisor.” The “Tool Pusher” was responsible for recording the hours Plaintiff Miller worked and submitting said hours for approval. The “Drill Supervisor” was responsible for verifying the time sheets submitted by the “Tool Pusher.” The “Drill Supervisor” would submit Plaintiff Miller’s time sheets to SandRidge Operating Company. Plaintiff Miller’s paychecks were issued directly from SandRidge Operating Company. The “SandRidge Energy Employee Policy Guide” set forth rules of conduct, which Plaintiff Miller was required to comply with while on “Company Premises.” The term “Company Premises” as defined in the Policy Guide, “includes all Company-owned and/or leased property, facilities, equipment, machinery, vehicles, as well as Company-provided housing.” For these reasons, Plaintiff Miller believed himself to be an employee of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc.

19. Plaintiff Francisco Rosales was hired as an employee of Lariat Services, Inc. Lariat is a wholly-owned subsidiary of SandRidge Energy. Plaintiff Rosales is an individual

residing in Wichita, Kansas. Plaintiff Rosales was employed as a “Floor Hand” during his employment with Defendants. The employee handbook given to Plaintiff Rosales, labeled, “SandRidge Energy Employee Policy Guide,” set forth the employer’s policies which govern his employment and to which, at all times, he was required to adhere. Said handbook defined “Company” to mean, “Sandridge Energy, Inc. and/or any of its subsidiaries.” According to the “SandRidge Energy Employee Policy Guide” and Plaintiff’s supervisors, if, or when, Plaintiff Rosales was required to submit to a drug test and/or alcohol test, the results of such tests were submitted to SandRidge Energy. The handbook states, “Compliance with this policy, including consent to searches and drug and alcohol tests, is a condition of employment with SandRidge.” According to the *Policy Statement* located in the “SandRidge Energy Employee Policy Guide,” “the term employee includes any individual that is performing work for which they are compensated on the payroll of SandRidge or any of its subsidiaries.” Plaintiff Rosales’s immediate supervisors whom he reported to were identified as “Tool Pusher” and “Drill Supervisor.” The “Tool Pusher” was responsible for recording the hours Plaintiff Rosales worked and submitting said hours for approval. The “Drill Supervisor” was responsible for verifying the time sheets submitted by the “Tool Pusher.” The “Drill Supervisor” would submit Plaintiff Rosales’s time sheets to SandRidge Operating Company. Plaintiff Rosales’s paychecks were issued directly from SandRidge Operating Company. The “SandRidge Energy Employee Policy Guide” set forth rules of conduct, which Plaintiff Rosales was required to comply with while on “Company Premises.” The term “Company Premises” as defined in the Policy Guide, “includes all Company-owned and/or leased property, facilities, equipment, machinery, vehicles, as well as Company-provided housing.” For these reasons, Plaintiff Rosales believed himself to

be an employee of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc.

20. Plaintiff Ronald Ross was hired as an employee of Lariat Services, Inc. Lariat is a wholly-owned subsidiary of SandRidge Energy. Plaintiff Ross is an individual residing in Booneville, Arkansas. Plaintiff Ross was employed as a “Derrick Hand” and “Driller” during his employment with Defendants. The employee handbook given to Plaintiff Ross, labeled, “SandRidge Energy Employee Policy Guide,” set forth the employer’s policies which govern his employment and to which, at all times, he was required to adhere. Said handbook defined “Company” to mean, “Sandridge Energy, Inc. and/or any of its subsidiaries.” According to the “SandRidge Energy Employee Policy Guide” and Plaintiff’s supervisors, if, or when, Plaintiff Ross was required to submit to a drug test and/or alcohol test, the results of such tests were submitted to SandRidge Energy. The handbook states, “Compliance with this policy, including consent to searches and drug and alcohol tests, is a condition of employment with SandRidge.” According to the *Policy Statement* located in the “SandRidge Energy Employee Policy Guide,” “the term employee includes any individual that is performing work for which they are compensated on the payroll of SandRidge or any of its subsidiaries.” Plaintiff Ross’s immediate supervisors whom he reported to were identified as “Tool Pusher” and “Drill Supervisor.” The “Tool Pusher” was responsible for recording the hours Plaintiff Ross worked and submitting said hours for approval. The “Drill Supervisor” was responsible for verifying the time sheets submitted by the “Tool Pusher.” The “Drill Supervisor” would submit Plaintiff Ross’s time sheets to SandRidge Operating Company. Plaintiff Ross’s paychecks were issued directly from SandRidge Operating Company. The “SandRidge Energy Employee Policy Guide” set forth rules of conduct, which Plaintiff Ross was required to comply with while on “Company

Premises.” The term “Company Premises” as defined in the Policy Guide, “includes all Company-owned and/or leased property, facilities, equipment, machinery, vehicles, as well as Company-provided housing.” For these reasons, Plaintiff Ross believed himself to be an employee of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc.

21. Plaintiff Michael Walters was hired as an employee of Lariat Services, Inc. Lariat is a wholly-owned subsidiary of SandRidge Energy. Plaintiff Walters is an individual residing in Hinton, Oklahoma. Plaintiff Walters was employed as a “Derrick Hand” and “Driller” during his employment with Defendants. The employee handbook given to Plaintiff Walters, labeled, “SandRidge Energy Employee Policy Guide,” set forth the employer’s policies which govern his employment and to which, at all times, he was required to adhere. Said handbook defined “Company” to mean, “Sandridge Energy, Inc. and/or any of its subsidiaries.” According to the “SandRidge Energy Employee Policy Guide” and Plaintiff’s supervisors, if, or when, Plaintiff Walters was required to submit to a drug test and/or alcohol test, the results of such tests were submitted to SandRidge Energy. The handbook states, “Compliance with this policy, including consent to searches and drug and alcohol tests, is a condition of employment with SandRidge.” According to the *Policy Statement* located in the “SandRidge Energy Employee Policy Guide,” “the term employee includes any individual that is performing work for which they are compensated on the payroll of SandRidge or any of its subsidiaries.” Plaintiff Walters’s immediate supervisors whom he reported to were identified as “Tool Pusher” and “Drill Supervisor.” The “Tool Pusher” was responsible for recording the hours Plaintiff Walters worked and submitting said hours for approval. The “Drill Supervisor” was responsible for verifying the time sheets submitted by the “Tool Pusher.” The “Drill Supervisor” would submit Plaintiff Walters’s time sheets to SandRidge Operating Company. Plaintiff Walters’s paychecks

were issued directly from SandRidge Operating Company. The “SandRidge Energy Employee Policy Guide” set forth rules of conduct, which Plaintiff Walters was required to comply with while on “Company Premises.” The term “Company Premises” as defined in the Policy Guide, “includes all Company-owned and/or leased property, facilities, equipment, machinery, vehicles, as well as Company-provided housing.” For these reasons, Plaintiff Walters believed himself to be an employee of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc.

22. Plaintiff Eric Weinstein was hired as an employee of Lariat Services, Inc. Lariat is a wholly-owned subsidiary of SandRidge Energy. Plaintiff Weinstein is an individual residing in Texarkana, Texas. Plaintiff Weinstein was employed as a “Derrick Hand” and “Driller” during his employment with Defendants. The employee handbook given to Plaintiff Weinstein, labeled, “SandRidge Energy Employee Policy Guide,” set forth the employer’s policies which govern his employment and to which, at all times, he was required to adhere. Said handbook defined “Company” to mean, “Sandridge Energy, Inc. and/or any of its subsidiaries.” According to the “SandRidge Energy Employee Policy Guide” and Plaintiff’s supervisors, if, or when, Plaintiff Weinstein was required to submit to a drug test and/or alcohol test, the results of such tests were submitted to SandRidge Energy. The handbook states, “Compliance with this policy, including consent to searches and drug and alcohol tests, is a condition of employment with SandRidge.” According to the *Policy Statement* located in the “SandRidge Energy Employee Policy Guide,” “the term employee includes any individual that is performing work for which they are compensated on the payroll of SandRidge or any of its subsidiaries.” Plaintiff Weinstein’s immediate supervisors whom he reported to were identified as “Tool Pusher” and “Drill Supervisor.” The “Tool Pusher” was responsible for recording the hours Plaintiff Weinstein

worked and submitting said hours for approval. The “Drill Supervisor” was responsible for verifying the time sheets submitted by the “Tool Pusher.” The “Drill Supervisor” would submit Plaintiff Weinstein’s time sheets to SandRidge Operating Company. Plaintiff Weinstein’s paychecks were issued directly from SandRidge Operating Company. The “SandRidge Energy Employee Policy Guide” set forth rules of conduct, which Plaintiff Weinstein was required to comply with while on “Company Premises.” The term “Company Premises” as defined in the Policy Guide, “includes all Company-owned and/or leased property, facilities, equipment, machinery, vehicles, as well as Company-provided housing.” For these reasons, Plaintiff Weinstein believed himself to be an employee of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc.

23. The foregoing Plaintiffs, have previously filed their respective forms of consent to join this lawsuit or have executed the consent filed herein. [Consent forms attached as Exhibit A]. Additionally, Plaintiffs’ Norman Brown, Aaron Butler, Johnny Garrison, James Hart, Raymond Head, Daniel Kochin, Ronald Ross and Michael Walters have executed Declarations filed herein. [Declarations attached as Exhibit B].

24. Plaintiffs and Putative Class Members are all current and former oil field workers employed by Defendants for the three (3) years before the filing of the Complaint who were paid bonuses that were not included in the calculation of the overtime rate of pay, and/or were not paid for all overtime hours worked.

25. Defendant SandRidge Energy, Inc. is a Delaware corporation with its headquarters located at 123 Robert S. Kerr Avenue, Oklahoma City, OK 73102-6406. SandRidge Energy, Inc. may be served through its registered agent, The Corporation Company, located at 1833 S. Morgan Road, Oklahoma City, Oklahoma 73128. Defendant SandRidge

Energy, Inc., is an oil and natural gas exploration company, which engages in exploration and production activities in shallow, conventional, domestic on-shore oil basins, primarily in the Mississippian Oil Play of northern Oklahoma and southern Kansas as well as the West Texas Permian Basin.

26. Defendant SandRidge Operating Company is a Texas corporation with its headquarters located at 123 Robert S. Kerr Avenue, Oklahoma City, OK 73102-6406. SandRidge Operating Company may be served through its registered agent, The Corporation Company, located at 1833 S. Morgan Road, Oklahoma City, Oklahoma 73128. Defendant SandRidge Operating Company is responsible for issuing paychecks to SandRidge Energy, Inc. employees as well as employees of SandRidge Energy, Inc.'s subsidiaries, such as Lariat Services, Inc.

27. Defendant Lariat Services, Inc. is a Texas corporation and a wholly-owned subsidiary of SandRidge Energy, Inc. Lariat Services, Inc. may be served through its registered agent, The Corporation Company, located at 1833 S. Morgan Road, Oklahoma City, Oklahoma 73128. Lariat Services, Inc., specializes in drilling, workover and completion rigs, location and road construction, roustabouts, water hauling trucks, heavy haul and flatbed trucking and equipment rentals

III. JURISDICTION AND VENUE

28. Plaintiffs and Putative Class Members incorporate paragraphs 1-27 herein by reference.

29. Jurisdiction over Plaintiffs' FLSA Claims is based on 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

30. Subject Matter Jurisdiction is also conferred on this Court by 28 U.S.C. §1337

and over Plaintiffs' federal law claims pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 201, *et seq.*

31. Venue is properly laid in this judicial district pursuant to 28 U.S.C. §§ 1391(b)(1) and by 29 U.S.C. § 216(b), because Defendants reside in and/or conduct business in this judicial district and because a substantial part of the acts and/or omissions giving rise to the claims set forth herein occurred in this judicial district.

32. This Court also has jurisdiction over Plaintiffs' claims for violations of the Oklahoma Protection Labor Act pursuant to 28 U.S.C. § 1367 (for those employees working in the State of Oklahoma) because the State Claims are so related to the FLSA claims that they form part of the same case or controversy under Article III of the United States Constitution.

IV. FLSA COVERAGE

33. Plaintiffs and Putative Class Members incorporate paragraphs 1-32 herein by reference.

34. As described *supra*, at all material times, Defendants have been employers within the meaning of the FLSA. *See* 29 U.S.C. § 203(d).

35. As described *supra*, at all material times, Defendants have been an enterprise in commerce or in the production of goods for commerce within the meaning of the FLSA. *See* 29 U.S.C. § 203(s)(1).

36. As described *supra*, at all material times, Defendants have been an enterprise in commerce or in the production of goods for commerce within the meaning of 3(s)(1) of the FLSA because Defendants have had and continue to have employees engaged in commerce. *See* 29 U.S.C. § 203(s)(1).

37. Furthermore, Defendants have had, and continue to have, an annual gross business volume in excess of the statutory standard of \$500,000.

38. As described *supra*, at all material times, Plaintiffs and Putative Class Members were employees who engaged in commerce or in the production of goods for commerce as required by 29 U.S.C. §§ 206-207.

39. As described *supra*, at all times relevant to this action, Defendant Lariat Services, Inc., Defendant Sandridge Energy, Inc., and Defendant SandRidge Operating Company either directly or indirectly had the authority to: (a) hire and fire employees of their facilities; (b) determine the work schedules for the employees; and (c) control the finances and operations of facilities.

40. As described *supra*, Defendants formed a joint employment relationship with respect to Plaintiffs and Putative Class Members.

41. As described *supra*, Defendants had an interrelation of operations between the companies, centralized control of labor relations, common control, and a common business purpose, including without limitation, by directly or indirectly controlling the terms of employment of Plaintiffs and Putative Class Members.

42. Defendants either directly or indirectly controlled the hours worked by Plaintiffs and Putative Class Members.

43. Defendants either directly or indirectly provided training to Plaintiffs and Putative Class Members.

44. Defendants directed the work of Plaintiffs and Putative Class Members.

45. Defendants both directly or indirectly maintained communication with Plaintiffs and Putative Class Members and received updates as to the status of their work.

46. Defendants provided guidance on how each assigned task was to be performed by Plaintiffs and Putative Class Members.

47. Defendants had a common business purpose to perform oil and gas drilling and related services.

48. Defendants' operations were unified and Defendants either directly or indirectly shared control over the work of the Plaintiffs and Putative Class Members.

49. Defendant Lariat Services, Inc., is an employer in that it is not completely disassociated from SandRidge Energy, Inc., or SandRidge Operating Company, with respect to the terms of compensation and employment of Plaintiffs and Putative Class members

50. Thus, Defendants are each directly liable for the violations in this case.

V. FACTUAL ALLEGATIONS

51. Plaintiffs and Putative Class Members incorporate paragraphs 1-50 herein by reference.

52. Defendants engage in the exploration, development, and production of oil and gas properties in the United States, primarily in the Mississippian Oil Play of northern Oklahoma and southern Kansas, as well as western Texas, the Gulf Coast and the Gulf of Mexico.

53. Upon information and belief, as described herein, because of their interrelation of operations, common management, centralized control of labor relations, common ownership, common financial controls, and other factors, Defendants are sufficiently interrelated and integrated in their activities, labor relations, ownership, and management that they may be treated as a single employer for purposes of the instant action.

54. Defendants employed Plaintiffs as oil field workers in Kansas, Oklahoma and Texas during the three (3) year period before the filing of this Complaint. As set forth above, Plaintiffs worked in various capacities, including "Driller," "Derrick Hand," "Motor Hand," and "Floor Hand." At all times during their respective employments, Plaintiffs were non-exempt

employees who performed manual labor-related tasks as their primary job duties.

55. During Plaintiffs' employment, Defendants maintained bonus programs for hourly-paid oil field employees, including Plaintiffs and Putative Class Members.

56. Defendants failed to include payments to Plaintiffs pursuant to these bonus programs as part of their regular rate of pay in order to determine the proper overtime rate of pay.

57. Defendants also instructed, required, and/or knowingly permitted Plaintiffs to perform work for Defendants' benefit "off-the-clock," (i.e., without compensation).

58. Defendants required Plaintiffs to report to work at a location where personal safety equipment was stored ("Reporting Location") on Defendants' premises.

59. At the Reporting Location, Plaintiffs were forced to "gear up" with the personal protective equipment, including a hard hat, coveralls, boots, gloves, etc. ("PPE").

60. Changing into the "PPE" is an integral and indispensable part of Plaintiffs' employment that fall within the "continuous workday." The "PPE" do not constitute everyday items of clothing.

61. The "PPE" which Plaintiffs must wear, and for which they are not paid for donning (i.e., putting on) and doffing (i.e., taking off), are required by Defendants and/or by government regulation. (i.e., OSHA).

62. The "donning and doffing" of mandatory "PPE" constitutes work for which Plaintiffs have not been compensated. Plaintiffs' jobs involve serious health risks, and the circumstances of Plaintiffs' jobs include vital considerations of health that requires them to wear "PPE."

63. Plaintiffs were also forced to attend daily safety meetings that began thirty (30) minutes before the beginning of the scheduled work shift. Plaintiffs were likewise not

compensated for attendance at the mandatory, daily meetings.

64. Defendants' only tracked Plaintiffs' and Putative Class Members' attendance at the mandatory, daily meetings through sign in sheets. This differed from Defendants' normal practice of recording work time through a computer system. The time recorded on the manual sign in sheets was never added to Plaintiffs' and Putative Class Members' work hours.

65. To illustrate the importance that Defendants placed on the meetings, some Plaintiffs and Putative Class Members were the subject of disciplinary action for showing up late to and/or missing the unpaid meetings. The uncompensated work time for work duties, including but not limited to, (1) changing into and out of the required "PPE;" and (2) the time spent attending the mandatory, daily training meetings, as set forth above, consists of time worked in excess of 40 hours per workweek.

66. The "donning and doffing", and mandatory attendance at daily safety training meetings occur during the "continuous workday" and results in significant uncompensated overtime hours worked by Plaintiffs and Putative Class Members.

67. Defendants have violated the FLSA by failing to pay their workers for all of their time worked, including overtime. In the course of perpetrating these unlawful practices, Defendants have also willfully failed to keep accurate records of all hours worked by employees.

68. Defendants' violation of Plaintiffs' and Putative Class Members' rights under the FLSA was willful in that Defendants knew and/or showed reckless disregard for the matter of whether Defendants' conduct was prohibited by the FLSA.

69. Particularly, Defendants ignored specific warnings and/or complaints made by various Plaintiffs and Putative Class Members regarding Defendants' conduct, including, inter alia: (a) requiring employees to attend daily safety meetings without receiving compensation; (b)

requiring their employees to don and doff prior to, and after, their scheduled shifts without compensation for the time spent donning and doffing; and (c) failing to include payments to its employees pursuant to bonus programs as part of their regular rate of pay in order to determine the proper overtime rate of pay.

70. Defendants' willfulness is exemplified by their treatment of Plaintiff Michael Walters. Plaintiff Walters was employed by Defendants from approximately April 2012 through April 21, 2013 when he was wrongfully discharged for exercising his rights afforded to him by the FLSA. Plaintiff Walters complained to supervisors and the SandRidge Energy human resources department that his wages were being unlawfully withheld and that Defendants were unlawfully calculating his compensation under the FLSA. Specifically, Plaintiff Walters complained to supervisors and human resources department personnel regarding mandatory safety training meetings prior to his shifts, which his supervisors required him to attend without receiving any compensation. In addition, Plaintiff Walters complained that his earned bonuses were being withheld. In response, Plaintiff Walters was demoted from "Driller" to "Floor Hand," had his hourly rate of \$26/hr., reduced to \$23/hr., and was transferred out of State to a rig site in Coldwater, Kansas. Following his demotion and transfer, Plaintiff Walters discovered, after consulting with his attorney regarding the legality of not receiving compensation for the required safety training meetings and withheld bonuses, that Defendants were unlawfully disregarding his bonuses when calculating his overtime rate in violation of the FLSA. Plaintiff Walters subsequently complained to his immediate supervisors and Defendants' HR department regarding his wages and demanded compensation. In response, Plaintiff Walters was terminated from his employment with Defendants on or about April 21, 2013.

71. In addition to ignoring specific complaints by Plaintiffs and Putative Class

Members and demoting and/or terminating employees who complained about the FLSA violations, Defendants willfully intimidated Putative Class Members from participating in this lawsuit. When Defendants had a reason to believe that the filing of this lawsuit was imminent, and in order to discourage and deter Plaintiffs and potential Putative Class Members from participating with this lawsuit, Defendants explicitly stated to Plaintiffs and Putative Class Members that anyone caught speaking to an attorney and/or who consents to be a party of this lawsuit would be terminated. Moreover, Defendants would openly encourage Plaintiffs and Putative Class Members to alert Defendants if they knew of anyone who was involved with, or was thinking about involving themselves with this lawsuit.

72. As a result of Defendants' threats and acts of intimidation, Defendants dissuaded a considerable number of Putative Class Members from speaking to Plaintiffs' attorneys in fear of retaliation.

73. One salient example is Defendants' treatment of Plaintiff Cooper Haynes. Plaintiff Haynes was employed by Defendants from October 2012 through July 15, 2013 when he was retaliated against for exercising his rights afforded to him by the FLSA. During Plaintiff Haynes' employment he became aware of the aforementioned FLSA violations perpetrated by Defendants and decided to consent to be a party to this lawsuit. Subsequently, Defendants' conduct towards Plaintiff became hostile, often times subjecting Plaintiff Haynes to harassment. On or about July 2, 2013, Plaintiff Haynes was given a random drug test. Several days later, Plaintiff Haynes received a telephone call from one of Defendants' agents/representatives, alleging that Plaintiff Haynes failed his drug test. Plaintiff Haynes disputed the positive test and immediately requested a retest as permitted under SandRidge policy. Per corporate policy, Defendants scheduled the requested retest for July 15, 2013. In addition to the request for a

retest, Plaintiff Haynes demanded a copy of the drug test sample. It is stated explicitly in “SandRidge Energy Employee Policy Guide” that anyone who “requests a retest of a sample in order to challenge results of a drug or alcohol test shall pay for all costs of the retest, unless the retest reverses the findings of the challenged test.” On July 15, 2013, the date that the retest was scheduled, Plaintiffs filed the Amended Complaint in this matter wherein Haynes was named as one of the Plaintiffs. Also on July 15, 2013, while Plaintiff Hayes was en route to the retest center, Plaintiff Haynes received a phone call from Defendants’ agent/representative, who informed Plaintiff Haynes that he would not be permitted to take a retest and that his employment with Defendants was immediately terminated. When Plaintiff Haynes demanded an explanation as to why Defendants were not permitting him a retest, Defendants agent/representative stated, “It is against company policy to allow its employees to take a drug retest.” Moreover, Defendants never would provide Plaintiff Haynes a copy of his drug test sample. The temporal proximity between Plaintiff Haynes’ consent to be a party to this lawsuit, along with the filing of the collective action lawsuit, and the termination of Plaintiff Haynes is circumstantial evidence of Defendants’ retaliation and willful disregard of their obligations under the FLSA.

74. At the very least Defendants disregarded the very possibility that they were violating the FLSA, which is tantamount to willfulness.

COLLECTIVE AND CLASS ACTION ALLEGATIONS

75. Plaintiffs and Putative Class Members incorporate paragraphs 1-74 herein by reference.

76. Plaintiffs have actual knowledge that Putative Class Members have also been denied proper overtime pay for hours worked over forty hours per workweek. That is, Plaintiffs

worked with other employees of Defendants who were denied overtime at the rate mandated under the FLSA.

77. Other employees similarly situated to Plaintiffs work or have worked for Defendants, but were not paid overtime at the rate of one and one-half times their regular rate when those hours exceeded forty hours per workweek.

78. Although Defendants permitted and/or required the Putative Class Members to work in excess of forty hours per workweek, Defendants have denied them full compensation for their hours worked over forty per workweek.

79. Putative Class Members perform or have performed the same or similar work as Plaintiffs.

80. Putative Class Members regularly work or have worked in excess of forty hours during a workweek.

81. Putative Class Members are not exempt from receiving overtime at the federally mandated wage rate under the FLSA.

82. As such, Putative Class Members are similar to Plaintiff in terms of job duties, pay structure, and/or the denial of proper overtime wages.

83. Defendants' failure to pay overtime compensation at the wage rate required by the FLSA results from generally applicable policies or practices, and does not depend on the personal circumstances of the Putative Class Members.

84. The experiences of Plaintiffs, with respect to their pay, are typical of the experiences of the Putative Class Members.

85. The specific job titles or precise job responsibilities of each Putative Class Member does not prevent collective treatment.

86. All Putative Class Members, irrespective of their particular job requirements, are entitled to overtime compensation for hours worked in excess of forty during a workweek.

87. Defendants utilized the same pay structure regardless of the location of employment of a particular Putative Class Member.

88. Although the exact amount of damages may vary among Putative Class Members, the damages for the Putative Class Members can be calculated by a formula. The claims of all Putative Class Members arise from a common nucleus of facts. Liability is based on a systematic course of wrongful conduct by the Defendants that caused harm to all Putative Class Members.

89. As such, there are three subclasses of similarly situated Putative Class Members, which are properly defined as follows:

- a. All of Defendants' current and former employees who worked at any time during the three (3) years before the filing of the original Complaint to the present who were paid a bonus that was not included in the calculation of the overtime rate.
- b. All of Defendants' current and former employees who worked at any time during the three (3) years before the filing of the original Complaint to the present who attended "off the clock" safety meetings.
- c. All of Defendants' current and former employees who worked at any time during the three (3) years before the filing of this Complaint to the present who were required to don and doff personal protective equipment at Defendants' job site while "off the clock."

90. Defendants are jointly and severally liable for the unlawful actions alleged herein of their owners, officers, managers, employees, agents, representatives, subsidiaries,

predecessors, successors, and/or other persons and/or entities for whom they are legally responsible.

91. Plaintiffs' claims satisfy the numerosity, commonality, typicality, adequacy, and superiority requirements of a class action.

92. The Class satisfies the numerosity standards. The class is believed to number in the hundreds if not thousands. As a result, joinder of all members is impracticable.

93. There are questions of law or fact common to the Class that predominate over any questions affecting only individual members. The questions of law and fact common to the class arising from Defendants' actions include, without limitation, the following:

- a. Whether Plaintiffs are compensated for all time spent related to mandatory, daily safety meetings;
- b. Whether Plaintiffs' were paid for certain earned bonuses Defendants were obligated to pay;
- c. Whether Plaintiffs are compensated for all time spent related to mandatory, on-site donning and doffing of certain Personal Protective Equipment ("PPE");
- d. Whether the donning and doffing of certain "PPE" constitutes an integral and indispensable activity;
- e. Whether the donning and doffing of certain "PPE" begins and/or ends, respectively, during the continuous workday;
- f. Whether Defendants failed to keep accurate records of the actual time workers spent performing compensable activities;
- g. Whether Defendants' pay policies and practices compensate workers for all the time they spend during continuous workday;

- h. Whether Defendants' pay policies and practices account for the time Plaintiffs are actually working; and
- i. Whether Defendants' compensation policies and practices are illegal.

94. The questions set forth above predominate over any questions affecting only individual persons, and a class action is superior with respect to considerations of consistency, economy, efficiency, fairness and equity, to other available methods for the fair and efficient adjudication of the state law claims.

95. The Class Representatives' claims are typical of those of the Class in that Class members have been employed by Defendants as non-exempt hourly workers in the oil field positions and were subject to the same or similar unlawful donning and doffing practices and/or uncompensated mandatory attendance of daily safety meetings practices and/or failed to have bonuses paid to them which they had earned, as the Class Representative.

96. A class action is the appropriate method for the fair and efficient adjudication of this controversy. Defendants have acted or refused to act on grounds generally applicable to the class. The presentation of separate actions by individual class members could create a risk of inconsistent and varying adjudications, establish incompatible standards of conduct for Defendants, and/or substantially impair or impede the ability of class members to protect their interests.

97. The Class Representatives are adequate representatives of the class because they are members of the class and their interests do not conflict with the interests of the members of the class they seek to represent. The Class Representatives and their undersigned counsel, who have experience prosecuting complex wage and hour, employment, and/or other complex civil litigation, will fairly and adequately protect the interests of the members of the class.

98. Maintenance of this action as a class action is a fair and efficient method for the adjudication of this controversy. It would be impracticable and undesirable for each member of the class who suffered harm to bring a separate action. In addition, the maintenance of separate actions would place a substantial and unnecessary burden on the courts and could result in inconsistent adjudications, while a single class action can determine, with judicial economy, the rights of all class members.

CAUSES OF ACTION

**COUNT I.A: FAIR LABOR STANDARDS ACT – FAILURE TO PROPERLY
CALCULATE OVERTIME RATE**

99. Plaintiffs and Putative Class Members incorporate paragraphs 1-98 herein by reference.

100. Defendants are engaged in commerce and are employers covered by and subject to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*

101. Plaintiffs and Putative Class Members are subject to the minimum wage and overtime provisions of the FLSA.

102. The FLSA requires Defendants to provide overtime pay to Plaintiffs and Putative Class Members, at a rate not less than one and one-half times the regular hourly rate at which they are employed, for all time worked in excess of 40 hours in a workweek.

103. The FLSA requires Defendants to include in the regular hourly rate all payments made to Plaintiffs and Putative Class Members pursuant to Defendants’ bonus plans.

104. Defendants failed to include incentive bonus payments to Plaintiffs and Putative Class Members in their regular rates of pay. As a result, Defendants failed to properly calculate the overtime rate of pay to Plaintiffs and Putative Class Members for time worked in excess of 40 hours in a workweek.

105. These bonuses were not discretionary.

106. These bonuses were meant to encourage and motivate Plaintiffs and Putative Class Members to work harder and to reward them for their hard work.

107. The bonuses were based upon a pre-determined formula.

108. Specifically, Defendants at the outset established standards and specific criteria that must be met by Plaintiffs and Putative Class Members in order to receive the bonuses.

109. When Plaintiffs and Putative Class Members met the criteria, they were entitled to receive the bonuses.

110. Plaintiffs and Putative Class Members enjoyed a contractual right to receive these bonuses.

111. Plaintiffs and Putative Class Members had an expectation to receive the bonuses if they met the criteria.

112. Defendants' failure to include the bonus payments to Plaintiffs in the regular hourly rate, and consequently the overtime hourly rate, was willful and not based on a good faith and reasonable belief that its conduct complied with the FLSA.

113. Defendants' failure to properly calculate the overtime hourly rate resulted in Defendants failing to pay all overtime compensation due to Plaintiffs and Putative Class Members, and therefore, violated the provisions of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and renders Defendants jointly and severally liable to Plaintiffs and Putative Class Members, for unpaid overtime, liquidated damages, interest, expenses, attorneys' fees, and costs.

**COUNT I.B: FAIR LABOR STANDARDS ACT— FAILURE TO PAY
OVERTIME ON ALL HOURS WORKED**

114. Plaintiffs and Putative Class Members incorporate paragraphs 1-113 herein by reference.

115. Plaintiffs and Putative Class Members worked more than 40 hours in each of various workweeks, but were not compensated with overtime pay at a rate of not less than one and one-half times their respective regular rates for all time worked in excess of 40 hours in a workweek.

116. Defendants knew or should have known the actual hours Plaintiffs and Putative Class Members worked each week, but failed to properly pay them for all hours worked.

117. Defendants knew or should have known that Plaintiffs and Putative Class Members were entitled to compensation for all time worked, and to overtime compensation for all time worked in excess of 40 hours in a workweek at the rate of one and one-half times their respective regular hourly rates.

118. Defendants willfully refused to provide Plaintiffs and Putative Class Members with compensation for all time worked, and with additional compensation for the overtime hours worked. In the course of perpetrating these unlawful practices, Defendants have also willfully failed to keep accurate records of all hours worked by Plaintiffs and Putative Class Members.

119. Defendants' failure to pay all compensation due, including overtime compensation for time worked in excess of 40 hours in a workweek, violates the provisions of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and renders Defendants jointly and severally liable to Plaintiffs and Putative Class Members, for unpaid overtime, liquidated damages, interest, expenses, attorneys' fees, and costs.

**COUNT II: OKLAHOMA PROTECTION OF LABOR ACT—FAILURE TO PAY
UNPAID WAGES IN VIOLATION OF 40 O.S. § 161, *et seq.***
(All Oklahoma Class Members)

120. Plaintiffs and Putative Class Members incorporate paragraphs 1-119 herein by reference.

121. Defendants are employers covered by and subject to the Oklahoma Protection of Labor Act, 40 O.S. § 161, *et seq.*

122. Defendants had a statutory duty under Oklahoma law to compensate Plaintiffs their regular hourly wage for all hours Plaintiffs and Putative Class Members worked, as well as all earned bonus payments, which they were entitled to receive.

123. Not only did Defendants fail to include payments to Plaintiffs pursuant to bonus programs as part of their regular rate of pay in order to determine the proper overtime rate of pay, but Defendants withheld compensation for bonuses that Plaintiffs and Putative Class Members earned.

124. Defendants' failure to compensate Plaintiffs and Putative Class Members for all of their regular hours worked was in direct violation of Oklahoma Wage Law. Plaintiffs and Putative Class Members who performed work for Defendants in Oklahoma are entitled to payment of wages for all time worked, in accordance with the Oklahoma Protection of Labor Act.

125. Plaintiffs and Putative Class Members were not paid earned wages at the agreed rate for all work performed for Defendants.

126. Defendants' failure to pay all wages due to Plaintiffs and Putative Class Members was willful. More specifically, Defendant's wrongful acts, or lack thereof, violate 40 O.S. § 165.3 (B).¹

127. Defendants' willful failure to pay all wages due to Plaintiffs and Putative Class Members, in violation of the provisions 40 O.S. § 165.3 permits Plaintiffs and Putative Class

¹ B. "If an employer fails to pay an employee wages as required under subsection A of this section, such employer shall be additionally liable to the employee for liquidated damages in the amount of two percent (2%) of the unpaid wages for each day upon which such failure shall continue after the day the wages were earned and due if the employer willfully withheld wages over which there was no bona fide disagreement; or in an amount equal to the unpaid wages, whichever is smaller...."

Members, who worked for Defendants in Oklahoma, to recover liquidated damages in addition to their unpaid wages, penalties, interest, expenses, reasonable attorney fees and costs.

COUNT III: BREACH OF CONTRACT

128. Plaintiffs and Putative Class Members incorporate paragraphs 1-127 herein by reference.

129. Defendants entered into employment agreements with Plaintiffs and Putative Class Members, through which Defendants agreed to pay Plaintiffs and Putative Class Members specified wages for all time worked for Defendants, as well as an overtime premium in accordance with applicable law.

130. The employment agreement was supported by consideration.

131. Plaintiffs and Putative Class Members performed work for Defendants in compliance with the agreement.

132. Defendants breached the agreement by not paying Plaintiffs and Putative Class Members at the agreed upon rate for all the time they worked for Defendants, and by not paying Plaintiffs and Putative Class Members overtime wages in accordance with applicable law.

133. Defendants' breaches caused damages to Plaintiffs and Putative Class Members.

134. Defendants' breach of contract renders Defendants jointly and severally liable to Plaintiffs and Putative Class Members for all contractual damages.

PRAYER FOR RELIEF

Plaintiffs and Putative Class Members request relief and pray for judgment against Defendants, jointly and severally, in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00), for the following:

- A. Unpaid wages;
- B. Unpaid overtime;
- C. Liquidated damages in an amount equal to the unpaid wages and overtime;
- D. Statutory penalties;
- E. Economic damages;
- F. Compensatory damages;
- G. Punitive damages;
- H. All costs, expenses, and attorneys' fees;
- I. Pre-judgment interest, calculated at the maximum rate allowed by law;
- J. Post-judgment interest at the legal rate from the date of the judgment until paid in full; and
- K. Such other and further relief as the Court may deem just and appropriate.

Plaintiffs and Putative Class Members reserve the right to amend their demand for judgment as new information is discovered during the course of this case.

Respectfully submitted,
SMOLEN, SMOLEN & ROYTMAN, PLLC.

By: \s\Daniel E. Smolen
Daniel E. Smolen, OBA #19943
Donald E. Smolen, II, OBA #19944
Oleg Roytman, OBA #20321
David A. Warta, OBA #20361
Daniel Roytman, OBA #31209
701 S. Cincinnati Ave.
Tulsa, OK 74119
(918) 585-2667
Fax (918) 585-2669
Attorneys for Plaintiffs

EXHIBIT

A

CONSENT TO BECOME A PARTY PLAINTIFF
Wage Litigation Against SandRidge Energy, Inc., et al.

Name: Peter Babb

1. I consent and agree to pursue my claims of unpaid overtime and/or minimum wage through the lawsuit filed against my employer.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act. I hereby consent, agree and opt-in to become a plaintiff herein and be bound by any judgment by the Court or any settlement of this action.
3. I intend to pursue my claim individually, unless and until the court certifies this case as a collective or class action. I agree to serve as the class representative if the court approves. If someone else serves as the class representative, then I designate the class representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with the plaintiffs' counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit.
4. In the event the case is certified and then decertified, I authorize Plaintiffs' counsel to use this Consent Form to re-file my claims in a separate or related action against my employer.

(Signature) Peter Babb

(Date Signed) 5-7-2013

CONSENT TO BECOME A PARTY PLAINTIFF
Wage Litigation Against SandRidge Energy, Inc., et al.

Name: Norman Brown

1. I consent and agree to pursue my claims of unpaid overtime and/or minimum wage through the lawsuit filed against my employer.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act. I hereby consent, agree and opt-in to become a plaintiff herein and be bound by any judgment by the Court or any settlement of this action.
3. I intend to pursue my claim individually, unless and until the court certifies this case as a collective or class action. I agree to serve as the class representative if the court approves. If someone else serves as the class representative, then I designate the class representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with the plaintiffs' counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit.
4. In the event the case is certified and then decertified, I authorize Plaintiffs' counsel to use this Consent Form to re-file my claims in a separate or related action against my employer.

(Signature) Norman Brown (Date Signed) 5-21-13

CONSENT TO BECOME A PARTY PLAINTIFF
Wage Litigation Against SandRidge Energy, Inc., et al.

Name: Joshua Casey

1. I consent and agree to pursue my claims of unpaid overtime and/or minimum wage through the lawsuit filed against my employer.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act. I hereby consent, agree and opt-in to become a plaintiff herein and be bound by any judgment by the Court or any settlement of this action:
3. I intend to pursue my claim individually, unless and until the court certifies this case as a collective or class action. I agree to serve as the class representative if the court approves. If someone else serves as the class representative, then I designate the class representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with the plaintiffs' counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit.
4. In the event the case is certified and then decertified, I authorize Plaintiffs' counsel to use this Consent Form to re-file my claims in a separate or related action against my employer.

(Signature)



(Date Signed)

5-21-13

CONSENT TO BECOME A PARTY PLAINTIFF
Wage Litigation Against SandRidge Energy, Inc., et al.

Name: Johnny Garrison

1. I consent and agree to pursue my claims of unpaid overtime and/or minimum wage through the lawsuit filed against my employer.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act. I hereby consent, agree and opt-in to become a plaintiff herein and be bound by any judgment by the Court or any settlement of this action.
3. I intend to pursue my claim individually, unless and until the court certifies this case as a collective or class action. I agree to serve as the class representative if the court approves. If someone else serves as the class representative, then I designate the class representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with the plaintiffs' counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit.
4. In the event the case is certified and then decertified, I authorize Plaintiffs' counsel to use this Consent Form to re-file my claims in a separate or related action against my employer.

(Signature) Johnny Garrison

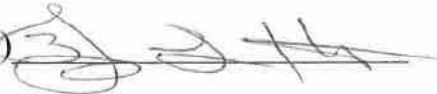
(Date Signed) 5-2-13

CONSENT TO BECOME A PARTY PLAINTIFF
Wage Litigation Against SandRidge Energy, Inc., et al.

Name: JAMES S. HART

1. I consent and agree to pursue my claims of unpaid overtime and/or minimum wage through the lawsuit filed against my employer.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act. I hereby consent, agree and opt-in to become a plaintiff herein and be bound by any judgment by the Court or any settlement of this action.
3. I intend to pursue my claim individually, unless and until the court certifies this case as a collective or class action. I agree to serve as the class representative if the court approves. If someone else serves as the class representative, then I designate the class representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with the plaintiffs' counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit.
4. In the event the case is certified and then decertified, I authorize Plaintiffs' counsel to use this Consent Form to re-file my claims in a separate or related action against my employer.

(Signature)



(Date Signed)

4/30/13

CONSENT TO BECOME A PARTY PLAINTIFF
Wage Litigation Against SandRidge Energy, Inc., et al.

Name: Cooper Hagnes

1. I consent and agree to pursue my claims of unpaid overtime and/or minimum wage through the lawsuit filed against my employer.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act. I hereby consent, agree and opt-in to become a plaintiff herein and be bound by any judgment by the Court or any settlement of this action.
3. I intend to pursue my claim individually, unless and until the court certifies this case as a collective or class action. I agree to serve as the class representative if the court approves. If someone else serves as the class representative, then I designate the class representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with the plaintiffs' counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit.
4. In the event the case is certified and then decertified, I authorize Plaintiffs' counsel to use this Consent Form to re-file my claims in a separate or related action against my employer.

(Signature) 

(Date Signed) 5-27-13

CONSENT TO BECOME A PARTY PLAINTIFF
Wage Litigation Against SandRidge Energy, Inc., et al.

Name: Raymond Head

1. I consent and agree to pursue my claims of unpaid overtime and/or minimum wage through the lawsuit filed against my employer.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act. I hereby consent, agree and opt-in to become a plaintiff herein and be bound by any judgment by the Court or any settlement of this action.
3. I intend to pursue my claim individually, unless and until the court certifies this case as a collective or class action. I agree to serve as the class representative if the court approves. If someone else serves as the class representative, then I designate the class representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with the plaintiffs' counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit.
4. In the event the case is certified and then decertified, I authorize Plaintiffs' counsel to use this Consent Form to re-file my claims in a separate or related action against my employer.

(Signature) Raymond Head (Date Signed) 5-3-13

CONSENT TO BECOME A PARTY PLAINTIFF
Wage Litigation Against SandRidge Energy, Inc., et al.

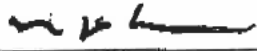
Name: TIMOTHY HERRERG

1. I consent and agree to pursue my claims of unpaid overtime and/or minimum wage through the lawsuit filed against my employer.

2. I understand that this lawsuit is brought under the Fair Labor Standards Act. I hereby consent, agree and opt-in to become a plaintiff herein and be bound by any judgment by the Court or any settlement of this action.

3. I intend to pursue my claim individually, unless and until the court certifies this case as a collective or class action. I agree to serve as the class representative if the court approves. If someone else serves as the class representative, then I designate the class representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with the plaintiffs' counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit.

4. In the event the case is certified and then decertified, I authorize Plaintiffs' counsel to use this Consent Form to re-file my claims in a separate or related action against my employer.

(Signature) 

(Date Signed) 5-1-18

CONSENT TO BECOME A PARTY PLAINTIFF
Wage Litigation Against SandRidge Energy, Inc., et al.

Name: JEFF Ingle

1. I consent and agree to pursue my claims of unpaid overtime and/or minimum wage through the lawsuit filed against my employer.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act. I hereby consent, agree and opt-in to become a plaintiff herein and be bound by any judgment by the Court or any settlement of this action.
3. I intend to pursue my claim individually, unless and until the court certifies this case as a collective or class action. I agree to serve as the class representative if the court approves. If someone else serves as the class representative, then I designate the class representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with the plaintiffs' counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit.
4. In the event the case is certified and then decertified, I authorize Plaintiffs' counsel to use this Consent Form to re-file my claims in a separate or related action against my employer.

(Signature) Jeff Ingle

(Date Signed) 8-19-13

CONSENT TO BECOME A PARTY PLAINTIFF
Wage Litigation Against SandRidge Energy, Inc., et al.

Name: Daniel Kochin

1. I consent and agree to pursue my claims of unpaid overtime and/or minimum wage through the lawsuit filed against my employer.

2. I understand that this lawsuit is brought under the Fair Labor Standards Act. I hereby consent, agree and opt-in to become a plaintiff herein and be bound by any judgment by the Court or any settlement of this action.

3. I intend to pursue my claim individually, unless and until the court certifies this case as a collective or class action. I agree to serve as the class representative if the court approves. If someone else serves as the class representative, then I designate the class representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an ~~agreement with the plaintiffs' counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit.~~

4. In the event the case is certified and then decertified, I authorize Plaintiffs' counsel to use this Consent Form to re-file my claims in a separate or related action against my employer.

(Signature) Daniel Kochin (Date Signed) 5-1-2013

CONSENT TO BECOME A PARTY PLAINTIFF
Wage Litigation Against SandRidge Energy, Inc., et al.

Name: Eric LaForce

1. I consent and agree to pursue my claims of unpaid overtime and/or minimum wage through the lawsuit filed against my employer.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act. I hereby consent, agree and opt-in to become a plaintiff herein and be bound by any judgment by the Court or any settlement of this action.
3. I intend to pursue my claim individually, unless and until the court certifies this case as a collective or class action. I agree to serve as the class representative if the court approves. If someone else serves as the class representative, then I designate the class representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with the plaintiffs' counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit.
4. In the event the case is certified and then decertified, I authorize Plaintiffs' counsel to use this Consent Form to re-file my claims in a separate or related action against my employer.

(Signature) 

(Date Signed) 5/13/13

CONSENT TO BECOME A PARTY PLAINTIFF
Wage Litigation Against SandRidge Energy, Inc., et al.

Name: Benny Martinez

1. I consent and agree to pursue my claims of unpaid overtime and/or minimum wage through the lawsuit filed against my employer.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act. I hereby consent, agree and opt-in to become a plaintiff herein and be bound by any judgment by the Court or any settlement of this action.
3. I intend to pursue my claim individually, unless and until the court certifies this case as a collective or class action. I agree to serve as the class representative if the court approves. If someone else serves as the class representative, then I designate the class representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with the plaintiffs' counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit.
4. In the event the case is certified and then decertified, I authorize Plaintiffs' counsel to use this Consent Form to re-file my claims in a separate or related action against my employer.

(Signature) 

(Date Signed) 5/24/13

CONSENT TO BECOME A PARTY PLAINTIFF
Wage Litigation Against SandRidge Energy, Inc., et al.

Name: Joe Miller

1. I consent and agree to pursue my claims of unpaid overtime and/or minimum wage through the lawsuit filed against my employer.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act. I hereby consent, agree and opt-in to become a plaintiff herein and be bound by any judgment by the Court or any settlement of this action.
3. I intend to pursue my claim individually, unless and until the court certifies this case as a collective or class action. I agree to serve as the class representative if the court approves. If someone else serves as the class representative, then I designate the class representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with the plaintiffs' counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit.
4. In the event the case is certified and then decertified, I authorize Plaintiffs' counsel to use this Consent Form to re-file my claims in a separate or related action against my employer.

(Signature) Joe Miller

(Date Signed) 6-12-13

CONSENT TO BECOME A PARTY PLAINTIFF
Wage Litigation Against SandRidge Energy, Inc., et al.

Name: Francisco Rosales

1. I consent and agree to pursue my claims of unpaid overtime and/or minimum wage through the lawsuit filed against my employer.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act. I hereby consent, agree and opt-in to become a plaintiff herein and be bound by any judgment by the Court or any settlement of this action.
3. I intend to pursue my claim individually, unless and until the court certifies this case as a collective or class action. I agree to serve as the class representative if the court approves. If someone else serves as the class representative, then I designate the class representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with the plaintiffs' counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit.
4. In the event the case is certified and then decertified, I authorize Plaintiffs' counsel to use this Consent Form to re-file my claims in a separate or related action against my employer.

(Signature) Francisco Rosales (Date Signed) 06-18-2013

CONSENT TO BECOME A PARTY PLAINTIFF
Wage Litigation Against SandRidge Energy, Inc., et al.

Name: Ronald Low

1. I consent and agree to pursue my claims of unpaid overtime and/or minimum wage through the lawsuit filed against my employer.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act. I hereby consent, agree and opt-in to become a plaintiff herein and be bound by any judgment by the Court or any settlement of this action.
3. I intend to pursue my claim individually, unless and until the court certifies this case as a collective or class action. I agree to serve as the class representative if the court approves. If someone else serves as the class representative, then I designate the class representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with the plaintiffs' counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit.
4. In the event the case is certified and then decertified, I authorize Plaintiffs' counsel to use this Consent Form to re-file my claims in a separate or related action against my employer.

(Signature) Ronald Low (Date Signed) 05-1-13

CONSENT TO BECOME A PARTY PLAINTIFF
Wage Litigation Against SandRidge Energy, Inc., et al.

Name: Michael Lee Williams

1. I consent and agree to pursue my claims of unpaid overtime and/or minimum wage through the lawsuit filed against my employer.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act. I hereby consent, agree and opt-in to become a plaintiff herein and be bound by any judgment by the Court or any settlement of this action.
3. I intend to pursue my claim individually, unless and until the court certifies this case as a collective or class action. I agree to serve as the class representative if the court approves. If someone else serves as the class representative, then I designate the class representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with the plaintiffs' counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit.
4. In the event the case is certified and then decertified, I authorize Plaintiffs' counsel to use this Consent Form to re-file my claims in a separate or related action against my employer.

(Signature)  (Date Signed) 5-3-13

CONSENT TO BECOME A PARTY PLAINTIFF
Wage Litigation Against SandRidge Energy, Inc., et al.

Name: Christopher Weinstein

1. I consent and agree to pursue my claims of unpaid overtime and/or minimum wage through the lawsuit filed against my employer.
2. I understand that this lawsuit is brought under the Fair Labor Standards Act. I hereby consent, agree and opt-in to become a plaintiff herein and be bound by any judgment by the Court or any settlement of this action.
3. I intend to pursue my claim individually, unless and until the court certifies this case as a collective or class action. I agree to serve as the class representative if the court approves. If someone else serves as the class representative, then I designate the class representatives as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, the entering of an agreement with the plaintiffs' counsel concerning attorney's fees and costs, and all other matters pertaining to this lawsuit.
4. In the event the case is certified and then decertified, I authorize Plaintiffs' counsel to use this Consent Form to re-file my claims in a separate or related action against my employer.

(Signature) C. Weinstein (Date Signed) August 1st 2013

EXHIBIT

B

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

JAMES HART, <i>et al.</i>)	
)	
Plaintiff(s),	)	CIVIL ACTION
	)	CASE NO. 13-1185-JTM-DJW
)	
v.)	
)	
SANDRIGDE ENERGY, INC.,)	
SANDRIDGE OPERATING COMPANY,)	
SANDRIDGE EXPLORATION AND)	
PRODUCTION, LLC, SANDRIDGE)	
MIDSTREAM, INC., AND LARIAT)	
SERVICES, INC.;)	
)	
Defendant(s).)	

DECLARATION OF NORMAN BROWN

I, Norman Brown, hereby submit this Declaration and state as follows:

1. I was employed by Defendants during the three year period that precedes the filing of the original Complaint. My primary job responsibility was the performance of manual labor oilfield work for Defendants at the following facilities: From approximately April 10, 2011 through June 20, 2012, I worked at various Defendant facilities in Oklahoma. From approximately June 20, 2012 through April 8, 2013, I worked at Defendants facility in Coldwater, Kansas.
2. During my employment with Defendants, I was not paid for all of the time I worked.
3. During my employment with Defendants, I regularly worked in excess of forty (40) hours per work week ("Overtime Hours").

4. To my knowledge, my co-employees that performed similar duties also regularly worked Overtime Hours.
5. I was required to arrive at the company premises daily, prior to the beginning of my shift, to attend mandatory safety training meetings and to put on protective gear and safety equipment.
6. At the end of my shift, I was required to take off my protective gear and safety equipment on site. I was not compensated for the time required to change out of my protective gear and safety equipment.
7. I did not receive compensation for the significant amount of time spent attending the safety meetings or the time required to put on and take off protective gear and safety equipment.
8. I received non-discretionary, performance-based bonuses that were not factored into my regular rate of pay or my overtime rate of pay during the period I earned such bonuses.
9. My co-workers were also required to attend mandatory safety training meetings, and to my knowledge, they were/are not compensated for those hours.
10. My co-workers were also required to spend a significant amount of time putting on and taking off their protective gear and safety equipment, and to my knowledge, they were/are not compensated for all of that time.
11. My co-workers also earned non-discretionary, performance-based bonuses that were not factored into their regular rate of pay and overtime rate of pay for those periods.

12. I was generally paid according to the amount of time that was written down on my schedule, regardless of the actual amount of time I spent working per shift. To my knowledge, my co-employees were/are paid in the same manner.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct. Executed on this 10 day of July, 2013.



NORMAN BROWN

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

JAMES HART, <i>et al.</i>)	
)	
Plaintiff(s),	)	CIVIL ACTION
	)	CASE NO. 13-1185-JTM-DJW
)	
v.)	
)	
SANDRIGDE ENERGY, INC.,)	
SANDRIDGE OPERATING COMPANY,)	
SANDRIDGE EXPLORATION AND)	
PRODUCTION, LLC, SANDRIDGE)	
MIDSTREAM, INC., AND LARIAT)	
SERVICES, INC.;)	
)	
Defendant(s).)	

DECLARATION OF AARON BUTLER

I, Aaron Butler, hereby submit this Declaration and state as follows:

1. I was employed by Defendants during the three year period that precedes the filing of the original Complaint. My primary job responsibility was the performance of manual labor oilfield work for Defendants from approximately March 2010 through April 2011, at the following facilities: Medford, Oklahoma; Manchester, Oklahoma.
2. During my employment with Defendants, I was not paid for all of the time I worked.
3. During my employment with Defendants, I regularly worked in excess of forty (40) hours per work week ("Overtime Hours").
4. To my knowledge, my co-employees that performed similar duties also regularly worked Overtime Hours.

5. I was required to arrive at the company premises daily, prior to the beginning of my shift, to attend mandatory safety training meetings and to put on protective gear and safety equipment.
6. At the end of my shift, I was required to take off my protective gear and safety equipment on site. I was not compensated for the time required to change out of my protective gear and safety equipment.
7. I did not receive compensation for the significant amount of time spent attending the safety meetings or the time required to put on and take off protective gear and safety equipment.
8. I received non-discretionary, performance-based bonuses that were not factored into my regular rate of pay or my overtime rate of pay during the period I earned such bonuses.
9. My co-workers were also required to attend mandatory safety training meetings, and to my knowledge, they were/are not compensated for those hours.
10. My co-workers were also required to spend a significant amount of time putting on and taking off their protective gear and safety equipment, and to my knowledge, they were/are not compensated for all of that time.
11. My co-workers also earned non-discretionary, performance-based bonuses that were not factored into their regular rate of pay and overtime rate of pay for those periods.
12. I was generally paid according to the amount of time that was written down on my schedule, regardless of the actual amount of time I spent working per shift. To my knowledge, my co-employees were/are paid in the same manner.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct. Executed on this 15 day of July, 2013.

Aaron Butler
AARON BUTLER

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

JAMES HART, <i>et al.</i>)	
)	
Plaintiff(s),	)	CIVIL ACTION
	)	CASE NO. 13-1185-JTM-DJW
)	
v.)	
)	
SANDRIGDE ENERGY, INC.,)	
SANDRIDGE OPERATING COMPANY,)	
SANDRIDGE EXPLORATION AND)	
PRODUCTION, LLC, SANDRIDGE)	
MIDSTREAM, INC., AND LARIAT)	
SERVICES, INC.;)	
)	
Defendant(s).)	


DECLARATION OF JOHNNY GARRISON

I, Johnny R. Garrison hereby submit this Declaration and state as follows

1. I was employed by Defendants during the three year period that precedes the filing of the original Complaint, from approximately 2007 through December 18, 2012. My primary job responsibility was the performance of manual labor oilfield work for Defendants at the following facilities: Medford, Oklahoma; Coldwater, Kansas; Odessa, Texas; Stockton, Texas.
2. During my employment with Defendants, I was not paid for all of the time I worked.
3. During my employment with Defendants, I regularly worked in excess of forty (40) hours per work week ("Overtime Hours").
4. To my knowledge, my co-employees that performed similar duties also regularly worked Overtime Hours.

5. I was required to arrive at the company premises daily, prior to the beginning of my shift, to attend mandatory safety training meetings and to put on protective gear and safety equipment.
6. At the end of my shift, I was required to take off my protective gear and safety equipment on site. I was not compensated for the time required to change out of my protective gear and safety equipment.
7. I did not receive compensation for the significant amount of time spent attending the safety meetings or the time required to put on and take off protective gear and safety equipment.
8. I received non-discretionary, performance-based bonuses that were not factored into my regular rate of pay or my overtime rate of pay during the period I earned such bonuses.
9. My co-workers were also required to attend mandatory safety training meetings, and to my knowledge, they were/are not compensated for those hours.
10. My co-workers were also required to spend a significant amount of time putting on and taking off their protective gear and safety equipment, and to my knowledge, they were/are not compensated for all of that time.
11. My co-workers also earned non-discretionary, performance-based bonuses that were not factored into their regular rate of pay and overtime rate of pay for those periods.
12. I was generally paid according to the amount of time that was written down on my schedule, regardless of the actual amount of time I spent working per shift. To my knowledge, my co-employees were/are paid in the same manner.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct. Executed on this 12 day of July, 2013.



JOHNNY GARRISON

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

JAMES HART, <i>et al.</i>)	
)	
Plaintiff(s),	)	CIVIL ACTION
	)	CASE NO. 13-1185-JTM-DJW
)	
v.)	
)	
SANDRIGDE ENERGY, INC.,)	
SANDRIDGE OPERATING COMPANY,)	
SANDRIDGE EXPLORATION AND)	
PRODUCTION, LLC, SANDRIDGE)	
MIDSTREAM, INC., AND LARIAT)	
SERVICES, INC.;)	
)	
Defendant(s).)	

DECLARATION OF JAMES HART

I, ~~JAMES STEPHENS~~ hereby submit this Declaration and state as follows:

1. I was employed by Defendants during the three year period that precedes the filing of the original Complaint. My primary job responsibility was the performance of manual labor oilfield work for Defendants at the following facilities: Cherokee, Oklahoma; Alva, Oklahoma; Medford, Oklahoma; Coldwater, Kansas; Ness City, Kansas.
2. During my employment with Defendants, I was not paid for all of the time I worked.
3. During my employment with Defendants, I regularly worked in excess of forty (40) hours per work week ("Overtime Hours").
4. To my knowledge, my co-employees that performed similar duties also regularly worked Overtime Hours.

5. I was required to arrive at the company premises daily, prior to the beginning of my shift, to attend mandatory safety training meetings and to put on protective gear and safety equipment.
6. At the end of my shift, I was required to take off my protective gear and safety equipment on site. I was not compensated for the time required to change out of my protective gear and safety equipment.
7. I did not receive compensation for the significant amount of time spent attending the safety meetings or the time required to put on and take off protective gear and safety equipment.
8. I received non-discretionary, performance-based bonuses that were not factored into my regular rate of pay or my overtime rate of pay during the period I earned such bonuses.
9. My co-workers were also required to attend mandatory safety training meetings, and to my knowledge, they were/are not compensated for those hours.
10. My co-workers were also required to spend a significant amount of time putting on and taking off their protective gear and safety equipment, and to my knowledge, they were/are not compensated for all of that time.
11. My co-workers also earned non-discretionary, performance-based bonuses that were not factored into their regular rate of pay and overtime rate of pay for those periods.
12. I was generally paid according to the amount of time that was written down on my schedule, regardless of the actual amount of time I spent working per shift. To my knowledge, my co-employees were/are paid in the same manner.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct. Executed on this 12 day of 7, 2013.



JAMES HART

4. To my knowledge, my co-employees that performed similar duties also regularly work Overtime Hours.
5. Up until recently, I was required to arrive at the company premises daily, prior to the beginning of my shift, to attend mandatory safety training meetings and to put on protective gear and safety equipment.
6. At the end of my shifts, I am required to take off my protective gear and safety equipment on site. I have not been compensated for the time required to change out of my protective gear and safety equipment.
7. I have not received compensation for the significant amount of time spent attending the safety meetings or the time required to put on and take off protective gear and safety equipment.
8. I receive non-discretionary, performance-based bonuses that have not been factored into my regular rate of pay or my overtime rate of pay during the period I earned such bonuses.
9. Up until recently, my co-workers were also required to attend mandatory safety training meetings, and to my knowledge, they were not compensated for those hours.
10. My co-workers were/are also required to spend a significant amount of time putting on and taking off their protective gear and safety equipment, and to my knowledge, they were/are not compensated for all of that time.
11. My co-workers also earned/earn non-discretionary, performance-based bonuses that were not factored into their regular rate of pay and overtime rate of pay for those periods.

12. I am generally paid according to the amount of time that was written down on my schedule, regardless of the actual amount of time I spend working per shift. To my knowledge, my co-employees were/are paid in the same manner.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct. Executed on this 17th day of July, 2013.


RAYMOND HEAD

4. To my knowledge, my co-employees that performed similar duties also regularly worked Overtime Hours.
5. I was required to arrive at the company premises daily, prior to the beginning of my shift, to attend mandatory safety training meetings and to put on protective gear and safety equipment.
6. At the end of my shift, I was required to take off my protective gear and safety equipment on site. I was not compensated for the time required to change out of my protective gear and safety equipment.
7. I did not receive compensation for the significant amount of time spent attending the safety meetings or the time required to put on and take off protective gear and safety equipment.
8. I received non-discretionary, performance-based bonuses that were not factored into my regular rate of pay or my overtime rate of pay during the period I earned such bonuses.
9. My co-workers were also required to attend mandatory safety training meetings, and to my knowledge, they were/are not compensated for those hours.
10. My co-workers were also required to spend a significant amount of time putting on and taking off their protective gear and safety equipment, and to my knowledge, they were/are not compensated for all of that time.
11. My co-workers also earned non-discretionary, performance-based bonuses that were not factored into their regular rate of pay and overtime rate of pay for those periods.

12. I was generally paid according to the amount of time that was written down on my schedule, regardless of the actual amount of time I spent working per shift. To my knowledge, my co-employees were/are paid in the same manner.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct. Executed on this 11 day of July, 2013.



DANIEL KOCHIN

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

JAMES HART, <i>et al.</i>)	
)	
Plaintiff(s),	)	CIVIL ACTION
	)	CASE NO. 13-1185-JTM-DJW
)	
v.)	
)	
SANDRIGDE ENERGY, INC.,)	
SANDRIDGE OPERATING COMPANY,)	
SANDRIDGE EXPLORATION AND)	
PRODUCTION, LLC, SANDRIDGE)	
MIDSTREAM, INC., AND LARIAT)	
SERVICES, INC.;)	
)	
Defendant(s).)	

DECLARATION OF RONALD ROSS

I, Ronald Ross hereby submit this Declaration and state as follows:

1. I was employed by Defendants during the three year period that precedes the filing of the original Complaint. My primary job responsibility was the performance of manual labor oilfield work for Defendants from approximately March 4, 2011 through April 29, 2013 at the following facility: Cherokee, Oklahoma.
2. During my employment with Defendants, I was not paid for all of the time I worked.
3. During my employment with Defendants, I regularly worked in excess of forty (40) hours per work week ("Overtime Hours").
4. To my knowledge, my co-employees that performed similar duties also regularly worked Overtime Hours.

5. I was required to arrive at the company premises daily, prior to the beginning of my shift, to attend mandatory safety training meetings and to put on protective gear and safety equipment.
6. At the end of my shift, I was required to take off my protective gear and safety equipment on site. I was not compensated for the time required to change out of my protective gear and safety equipment.
7. I did not receive compensation for the significant amount of time spent attending the safety meetings or the time required to put on and take off protective gear and safety equipment.
8. I received non-discretionary, performance-based bonuses that were not factored into my regular rate of pay or my overtime rate of pay during the period I earned such bonuses.
9. My co-workers were also required to attend mandatory safety training meetings, and to my knowledge, they were/are not compensated for those hours.
10. My co-workers were also required to spend a significant amount of time putting on and taking off their protective gear and safety equipment, and to my knowledge, they were/are not compensated for all of that time.
11. My co-workers also earned non-discretionary, performance-based bonuses that were not factored into their regular rate of pay and overtime rate of pay for those periods.
12. I was generally paid according to the amount of time that was written down on my schedule, regardless of the actual amount of time I spent working per shift. To my knowledge, my co-employees were/are paid in the same manner.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct, Executed on this 25 day of July, 2013.



RONALD ROSS

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS**

JAMES HART, et al.)
)
) **Plaintiff(s),**) **CIVIL ACTION**
) **CASE NO. 13-1185-JTM-DJW**
)
v.)
)
SANDRIGDE ENERGY, INC.,)
SANDRIDGE OPERATING COMPANY,)
SANDRIDGE EXPLORATION AND)
PRODUCTION, LLC, SANDRIDGE)
MIDSTREAM, INC., AND LARIAT)
SERVICES, INC.;)
)
) **Defendant(s).**)

DECLARATION OF MICHAEL WALTERS

- I, Michael Walters, hereby submit this Declaration and state as follows:
1. I was employed by Defendants during the three year period that precedes the filing of the original Complaint from approximately April of 2012 through April, 29, 2013. My primary job responsibility was the performance of manual labor oilfield work for Defendants at the following facilities: Medford, Oklahoma; Cherokee, Oklahoma; Coldwater, Kansas.
 2. During my employment with Defendants, I was not paid for all of the time I worked.
 3. During my employment with Defendants, I regularly worked in excess of forty (40) hours per work week ("Overtime Hours").
 4. To my knowledge, my co-employees that performed similar duties also regularly

schedule, regardless of the actual amount of time I spent working per shift. To my knowledge, my co-employees were/are paid in the same manner.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct. Executed on this 16 day of July, 2013.


MICHAEL WALTERS