

*James Hart, et al., individually and on behalf of all others similarly situated,
v. SandRidge Energy, Inc., et al.,*

Case No. 14-cv-00178-R (W.D. Okla.)

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT, along with all exhibits hereto (collectively, the “Agreement” or “Settlement”), resolves the matter captioned *Hart et al. v. SandRidge Energy, Inc., et al., 14-CV-00178-R* (“the Lawsuit”) and is entered into between Peter Babb, Johnny Garrison, James Hart and Michael Walters (the “Settlement Class Representatives”), on behalf of themselves, their agents, representatives, assigns, heirs, executors, beneficiaries, trustees and the "Settlement Classes" defined below, and (b) SandRidge Energy, Inc., SandRidge Operating Company, and Lariat Services, Inc., and their respective predecessors, successors and assigns, their current and former direct and indirect parents, affiliates, subsidiaries, divisions, and related business entities (collectively “Defendants”).

FACTUAL BACKGROUND AND RECITALS

1. On May 10, 2013, James Hart (“Hart”) filed his Complaint in the United States District Court for the District of Kansas, asserting wage and hour violations of the Fair Labor Standards Act (“FLSA”) and state law claims for non-payment of wages. (D.Kan. Case No. 13-CV-1185-JTM-DJW, Doc. 1.) On July 15, 2013, Peter Babb, Norman Brown, Aaron Butler, Joshua Casey, Johnny Garrison, Cooper Haynes, Raymond Head, Timothy Herrera, Daniel Kochin, Eric Leforce, Benny Martinez, Joe Miller, Francisco Rosales, Ronald Ross and Michael Walters joined Hart (collectively, “Original FLSA Class Plaintiffs”) in filing an Amended Complaint.¹ The Amended Complaint included an FLSA collective action pursuant to 29 U.S.C. § 216(b), consisting of oilfield employees in the positions of floorhand, derrickman, motorman, and/or driller employed by Defendants in the United States who were allegedly denied overtime wages, and state law claims for non-payment of wages. (Doc. 8.) On October 3, 2013, the Original Class Plaintiffs filed their Motion for Conditional Collective Action Certification and for Judicial Notice to Class. (Doc. 36.)

2. On October 3, 2013, Plaintiffs filed a Motion to Toll the Statute of Limitations with respect to putative class members who had yet to receive notice of the pending Lawsuit. (Doc. 37.) On October 11, 2013, Defendants filed a Motion to Dismiss and a Motion to Transfer Case. (Doc. 38, 40.)

¹ The Amended Complaint included two defendants that were subsequently dismissed.

3. After the Parties engaged in extensive briefing regarding the various motions filed in October 2013, the Court granted Defendants' Motion to Transfer the case to the United States District Court for the Western District of Oklahoma on February 25, 2014. (Doc. 57, 58). Once transferred, on April 2, 2014, the Court granted Defendants' Motion to Dismiss without prejudice. *Hart v. SandRidge Energy, Inc., et al.*, W.D. Okla. Case No. 14-CV-00178-R (Doc. 62). On April 16, 2014, Plaintiffs filed their Second Amended Complaint. (Doc. 63.)

4. In the Second Amended Complaint, Plaintiffs alleged three claims for relief: (1) violation of the FLSA for willful failure to pay all required overtime wages; (2) violation of the Oklahoma Protection of Labor Act; (3) and breach of contract under state law for non-payment of wages. By the time the Second Amended Complaint was filed, Jeff Ingle, Joe Miller and Christopher Weinstein (collectively, the "Additional Named Plaintiffs") had filed consents to join the action.

5. The Second Amended Complaint sought to certify an FLSA collective action consisting of all current and former non-exempt oil field employees of Defendants who had worked for Defendants at any time beginning three years before the filing of the Second Amended Complaint until present in the positions of floorhand, derrickman, motorman, and/or driller. The Second Amended Complaint identified three distinct subclasses: (1) oil field employees who had earned non-discretionary bonuses that were not calculated into their regular rate of pay to determine their appropriate overtime rate; (2) oil field employees who were required to don and doff personal protective equipment ("PPE") while off the clock; and (3) oil field employees who were required to attend pre-shift safety meetings while off the clock. The Second Amended Complaint also included state law claims for violation of the Oklahoma Protection of Labor Act and breach of contract relating to allegedly unpaid wages, including breach of contract under Texas law.

6. On July 1, 2014, the Court issued its Order granting Plaintiffs' Motion for Conditional Certification of the FLSA class, and denying Plaintiffs' Motion for Equitable Tolling. (Doc. 76.) The FLSA class conditionally certified by the Court in its July 1, 2014 order is: All current and former non-exempt employees of SandRidge Energy, Inc., SandRidge Operating Company and Lariat Services, Inc. who worked/work as oil field workers under the positions of "Floorhand," "Derrick Hand," "Motor Hand," or "Driller" during the three (3) year period immediately preceding the filing of the original complaint in this action." On July 17, 2014, the Court authorized Plaintiffs to issue opt-in notices and consent forms to all current and former employees of Defendants employed at any time on or after July 15, 2010 in the positions of driller, derrickman, motorman, and/or floorhand. The Court ordered Defendants to provide to Plaintiffs the names and last known addresses for all putative class members to facilitate Plaintiffs sending notice to them of the opportunity to opt in to the collective action. (Doc. 79.)

7. On July 23, 2014, the Parties filed their Joint Motion for Order to Stay. (Doc. 80.) The Motion sought to stay the Court's Order requiring notices and consent forms to be sent to affected employees, as well as to toll the statute of limitations during the stay period. The purpose of the requested stay was to allow the Parties to engage in informal discovery to analyze the theories of liability, potential damages, and to assess the possibility of settlement of the claims, while not prejudicing the rights of potentially affected Class Members who had yet to receive notice of the Lawsuit. On July 24, 2014, the Court granted the Parties' Joint Motion for Order to Stay. (Doc 81.) During the stay, James Elliott, Marcus Holmes, William Hickman, David Moeder, and Heath Slavens (collectively, "Original Opt Ins"), all of whom had previously expressed a desire to join the Lawsuit but had yet to return consent forms, forwarded Class Counsel signed consents to join as FLSA Class Members. (Original FLSA Class Plaintiffs, Additional Named Plaintiffs and Original Opt Ins collectively referred to as "Current FLSA Class Plaintiffs".)

8. During the 15-plus months that the stay has been in place, Defendants produced exhaustive payroll records for Current FLSA Class Members and potential Class Members, from which damages for both the overtime rate miscalculation claim and the off-the-clock work claim could be assessed. This included Defendants producing over five years of payroll documents and electronically stored information ("ESI") for over 2,500 employees. The data provided included the number of total potential Class Members known to the Defendants, their dates of employment, weeks worked in the relevant time period, and itemized compensation data. Plaintiffs retained noted economist, Will Clark, Ph.D., to assist in the review and analysis of the payroll data and associated damages.

9. Due to the extensive data produced and the requisite time to compile and analyze the same, in May 2015 Defendants provided Plaintiffs with additional updated documentation regarding potential Class Members' claims that had accrued since the September 2014 document production, as well as documents and data related to state law claims in Texas from July 2009 – July 2010 that had not previously been produced.

10. In addition to the analysis of compensation data, Plaintiffs' counsel conducted extensive investigative interviews necessary to fully and fairly evaluate the potential Class Members' claims. Defendants conducted similar exercises with current employees to assess the plausibility of Plaintiffs' claims. The Parties then attended mediation in Oklahoma City, Oklahoma on May 27, 2015. John Phillips was selected to mediate the case. Mr. Phillips is a well-respected mediator and arbitrator with extensive experience in litigating, mediating and arbitrating complex wage and hour class and collective actions. Class Representatives Peter Babb and Johnny Garrison attended the mediation with Class Counsel on behalf of the Class. At the conclusion of the nearly 15-hour mediation, the Parties signed a tentative Settlement Term Sheet setting forth the

basic terms of this settlement, which are being effectuated by this formal Agreement. The Settlement addresses settlement payments for the FLSA bonus claims and FLSA and state law safety meeting claims alleged in the Second Amended Complaint. The alleged claims for off-the-clock donning and doffing time under the FLSA and state law were resolved as subsumed in the alleged claims for off-the-clock unpaid time in safety meetings. Due to the complex nature of the settlement, the Parties agreed to research further procedural issues to ensure proper submission to the Court, so that Class Members will be notified and receive the opportunity to participate in the settlement of this case in a timely manner.

11. The Current FLSA Class Plaintiffs, Defendants, and their respective counsel have conducted a comprehensive investigation and evaluation of the facts and law relating to the claims asserted in the Lawsuit. In light of the costs, risks, potential certification issues, and delay of continued litigation balanced against the benefits of settlement to the FLSA Class Members and the proposed Rule 23 Class Members for the state law claims, the Class Representatives and their counsel believe that the settlement as provided in this Agreement is in the best interests of both the FLSA Class Members and the proposed Rule 23 Class Members, and represents a fair, reasonable, and adequate resolution of the claims in the Lawsuit for those who choose to participate.

12. The Parties acknowledge that *bona fide* disputes and controversies exist between them, both as to liability and the amount thereof, if any, and by reason of such disputes and controversies they desire to compromise and settle all claims and causes of action that are the subject of this litigation. The Parties desire to resolve any and all suits, actions, causes of action, claims, or demands for wages based on putative violations of the FLSA as well as any state law claims (both statutory and common law), including all claims under federal or state law for unpaid straight time, unpaid overtime and/or unpaid half time, related or pertaining to hours of work or payment of wages or bonuses, including without limitation all claims that were asserted or could have been asserted, regarding events that occurred or are alleged to have occurred within the applicable statute of limitations period(s) ("Wage and Hour Claims").

13. Defendants deny and continue to deny all of Plaintiffs' allegations in the Lawsuit. Nonetheless, without admitting or conceding any liability or responsibility for damages or any other legal or equitable relief, Defendants have agreed to settle the Lawsuit on the terms and conditions set forth in this Agreement to avoid the burden, expense and uncertainty of continuing litigation.

14. The Settlement intends to achieve the following: (1) entry of an order finally approving the Settlement; (2) entry of stipulated judgment in favor of Plaintiffs against Defendants pursuant to the terms of this Agreement; (3) settlement payments to the Class Members under the terms of this Agreement, in addition to payments for costs and attorneys' fees as ordered by the Court; (4) discharge of Defendants and Released

Parties from liability for any and all Released Claims by FLSA Class Members and any and all Released Claims by Safety Class Members; and (5) and dismissal with prejudice of the Lawsuit.

TERMS OF THE AGREEMENT

In consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions Used in this Agreement:**

A. **“Administrative Costs”** means (a) any fees and costs of the Settlement Claims Administrator paid or incurred for, inter alia, creating and mailing notice packets; creating, hosting, and administering website for Class Members to access documents related to the Lawsuit, including a secure website for electronic auto-signature consent forms; processing Consent to Join Action and Settlement forms; sending reminder postcard notices and placing automated reminder phone calls; translating the Consent to Join Action and Settlement forms; addressing or responding to Class Member inquiries; advising Class Members of deficiencies with executed forms; preparing affidavits to be filed with the Court; preparing reports to counsel for the Parties; calculating individual settlement amounts; preparing and mailing distributions from settlement funds; obtaining current addresses and phone numbers for eligible class members; preparing tax returns, and calculating and paying any taxes associated with payments to Class Members, and Class Representatives, including employee and employer portions of payroll taxes, establishing a Section 468B Qualified Settlement

Fund (“QSF”) for this Settlement, and all other duties of the Settlement Claims Administrator under this Agreement; and (b) any and all other fees, costs and/or expenses determined to be reasonably necessary for the administration of the settlement. The Administrative Costs are included in the allocation for Attorneys’ Fees and Costs under this Agreement.

B. **“Attorneys’ Fees and Costs”** means the amount paid to Class Counsel from the Maximum Gross Settlement Fund pursuant to Paragraph 2(E). Attorneys’ Fees will not exceed thirty percent (30%) of the Maximum Gross Settlement Fund. Attorneys’ Costs will not exceed that which remains from the One Hundred Twenty-Five Thousand and No/100’s Dollars (\$125,000.00) allocation after Service Payments and Settlement Claims Administrator costs have been satisfied, which allocation is included in the Maximum Gross Settlement Fund. The Attorneys’ Fees and Costs are included in the Maximum Gross Settlement Fund.

C. **“Class Counsel” or “Plaintiffs’ Counsel”** means Smolen, Smolen & Roytman, PLLC.

D. **“Class Members”** means, collectively, “FLSA Class Members” and “Eligible Rule 23 Class Members”.

E. **“Class Representatives”** means Peter Babb, Johnny Garrison, James Hart, and Michael Walters.

F. **“Consent Deadline”** means sixty (60) calendar days after the date the Settlement Claims Administrator mails the Notice of Settlement and Consent to Join Action and Settlement form to potential Class Members.

G. **“Current FLSA Class Members”** means the individuals who submitted consent to join forms prior to the execution of this Agreement.

H. **“Defendants”** means all Defendants named as Parties in the Lawsuit, including SandRidge Energy, Inc., SandRidge Operating Company, Lariat Services, Inc., and their respective predecessors, successors and assigns, their current and former direct and indirect parents, affiliates, subsidiaries, divisions, and related business entities.

I. **“Effective Date”** of this Agreement means the date the Court enters an Order of Final Approval of this Agreement and a stipulated Judgment dismissing the Lawsuit with prejudice (in a form substantially similar to Exhibit 1) and the earlier of two events: (1) the time for filing an appeal from the Order of Final Approval of this Agreement and/or the Judgment dismissing the Lawsuit with prejudice has expired without the filing of a notice of appeal; or (2) if a timely appeal is filed, the final resolution of that appeal (including any requests for rehearing and/or petition for certiorari), resulting in the final judicial approval of the Agreement or withdrawal of such appeal.

J. **“Final Approval”** means the Court’s entry of an Order finally approving this Settlement as fair, adequate, reasonable, and binding on all Class Members who have timely and properly opted in as FLSA Class Members and/or who have not timely and properly opted out as Rule 23 Class Members, including approval of this Agreement, Class Counsel, amounts to be paid to Class Members, Class Counsel’s Attorneys’ Fees and Costs, Settlement Claims Administrator costs, Service Payments,

CAFA notice requirements being met, final certification of the FLSA collective action, certification of the Rule 23 Class for settlement purposes, and entry of a stipulated Judgment dismissing the Lawsuit with prejudice.

K. **"FLSA Bonus Fund"** means the maximum gross amount of One Million Six Hundred Three Thousand Two Hundred and No/100's Dollars (\$1,603,200.00), or such other amount that is approved by the Court if the Court denies any portion of Class Counsel's request for Attorneys' Fees and Costs, Service Payments and Administrative Costs and such disapproved amounts are reallocated to the FLSA Bonus Fund (provided that such other Court-approved amount shall not result in Defendants paying more than the Maximum Gross Settlement Amount under this Agreement), from which opt-in FLSA Class Members who are within the FLSA sub-class for bonus claims as defined herein will receive settlement payments related to the purported miscalculation of overtime rate when allegedly non-discretionary bonuses were earned, as more fully described in Paragraph 2(B). The FLSA Bonus Fund is defined as a maximum gross amount. The actual amount Defendants will pay to settle the FLSA bonus claims will be determined by the number of opt-in FLSA Class Members and their respective bonus claims and set forth in the Court's Order of final approval of this Agreement, as more fully described in Paragraphs 2(B) and (C).

L. **"FLSA Class Members"** collectively includes "Current FLSA Class Members", as well as those individuals who worked in at least one Workweek as a driller, derrickman, motorman, and/or floorhand at any time during the Relevant Time Period for the FLSA sub-classes as defined herein and who timely elect to opt-in to the FLSA

collective action and participate in the Settlement pursuant to the time period for opting-in under this Agreement or any order by the Court regarding procedures for individuals to opt-in to the FLSA collective action in the Lawsuit.

M. **“FLSA Class Member Fund”** means the combined amount of the “FLSA Bonus Fund” and the “FLSA Safety Meeting Fund.”

N. **“FLSA Releasing Parties”** means FLSA Class Members who elect to opt-in join and participate in this Settlement.

O. **“FLSA Safety Meeting Fund”** means that portion of the “Safety Meeting Fund” that is not attributed to the “Rule 23 Safety Meeting Fund”, from which FLSA Class Members will receive settlement payments related to purported unpaid safety meetings, as more fully described in Paragraph 2(B).

P. **“Lawsuit”** means *Hart et al. v. SandRidge Energy, Inc., et. al.*, 14-CV-00178-R, pending in the United States Court for the Western District of Oklahoma.

Q. **“Maximum Gross Settlement Fund”** or “Maximum Gross Settlement Amount” is Four Million Nine Hundred Fifty Thousand and No/100’s Dollars (\$4,950,000.00). The Maximum Gross Settlement Fund represents the maximum amount that Defendants will pay pursuant to this Agreement inclusive of the settlement allocations to all Class Members (inclusive of customary employee tax withholdings which shall be withheld from settlement payments to Class Members per the terms of this Agreement), Class Counsel Attorneys’ Fees and Costs, the total amount of Service Payments to certain Plaintiffs, and Administrative Costs, including fees and costs of the Settlement Claims Administrator. The Maximum Gross Settlement Fund is

comprised of the following: the FLSA Bonus Fund of a maximum gross amount of \$1,603,200.00 (see ¶1.K); the Safety Meeting Fund in a gross amount of \$1,736,800.00 (see ¶1.CC); Attorneys' Fees of a maximum of \$1,485,000.00 (see ¶1.B); and an allocation for Service Payments, Settlement Claims Administrator Costs, and Attorneys' Costs of \$125,000.00 (see ¶1.B). Any reallocation of any of the components of the Maximum Gross Settlement Fund or the Maximum Gross Settlement Amount resulting from the Court's preliminary or final approval orders shall not cause Defendants to pay more than the Maximum Gross Settlement Amount under this Agreement. Defendants' maximum total settlement liability shall not exceed \$4,950,000.00; Defendants shall not pay more than \$4,950,000.00 under this Agreement, exclusive of the employer-portion of payroll taxes on the settlement payments attributable to wage hereunder .

R. **"Named Plaintiffs"** collectively refers to the Original FLSA Class Plaintiffs and the Additional Named Plaintiffs, all of whom opted into the Lawsuit before the Court's tolling order dated July 24, 2014.

S. **"Net Settlement Fund"** means the Maximum Gross Settlement Fund less Administrative Costs, Class Counsel Attorneys' Fees and Costs, and the total amount of Service Payments to certain Original FLSA Class Plaintiffs. In any event, the available Net Settlement Fund shall not be less than Three Million, Three Hundred Forty Thousand and No/100's (\$3,340,000.00).

T. **"Original FLSA Class Plaintiffs"** means Peter Babb, Norman Brown, Aaron Butler, Joshua Casey, Johnny Garrison, James Hart, Cooper Haynes, Raymond Head, Timothy Herrera, Daniel Kochin, Eric Leforce, Benny Martinez, Joe

Miller, Francisco Rosales, Ronald Ross and Michael Walters.

U. **“Preliminary Approval”** means the Court’s entry of an Order preliminarily approving this Settlement Agreement, approving Class Counsel, approving the Rule 23 Class for settlement purposes, and authorizing notice to Class Members regarding the parameters of the Settlement and their eligibility to participate in the Settlement.

V. **“Released Claims by FLSA Class Members”** means any and all claims against any of the Released Parties that were alleged in the Second Amended Complaint, or that relate to the claims alleged in the Second Amended Complaint and thus could have been asserted therein, based on alleged violations of any federal law, including without limitation claims under the federal Fair Labor Standards Act, that relate to claims for unpaid straight time, unpaid overtime, unpaid half time or split workweek, hours of work, payment of wages or bonuses, time spent in safety meetings and time spent donning and/or doffing personal protective equipment, based on events that occurred or are alleged to have occurred at any point from July 15, 2009 through September 30, 2014, including all claims or demands for damages, back pay, liquidated damages, losses, attorneys’ fees, costs, penalties, fines, and interest, known or unknown, fixed or contingent, liquidated or unliquidated, and including all Wage and Hour Claims based on or which could have been brought under federal law.

W. **“Released Claims by Rule 23 Class Members”** means any and all claims against any of the Released Parties, that were alleged in the Second Amended Complaint, or that relate to the claims alleged in the Second Amended Complaint and

thus could have been asserted therein, based on alleged violations of any state or local law and that relate to claims for unpaid wages, whether based on statute or common law, including without limitation under the Oklahoma Protection of Labor Act and claims for breach of contract for unpaid wages under any state's law, including all claims for unpaid straight time, unpaid overtime, unpaid half time or split workweek, related or pertaining to hours of work or payment of wages, time spent in safety meetings and time spent donning and/or doffing personal protective equipment, based on events that occurred or are alleged to have occurred at any point from July 15, 2009 through June 10, 2013, including all claims or demands for damages, back pay, liquidated damages, losses, attorneys' fees, costs, penalties, fines, and interest, known or unknown, fixed or contingent, liquidated or unliquidated, and including all Wage and Hour Claims based on or which could have been brought under state or local law.

X. **"Released Parties"** means Defendants, as defined above, and their current and former officers, directors, shareholders, owners, employees, managers, agents, attorneys, insurers, representatives, and any individual or entity which could be held jointly liable with Defendants for the Released Claims by FLSA Class Members and/or the Released Claims by Rule 23 Class Members.

Y. **"Relevant Time Period"** means from July 15, 2009 through September 30, 2014. The Relevant Time Period encompasses the total period of time for which a Class Member may be eligible to receive payment under this Agreement. The specific back pay period applicable to each claim for which payment is allocated under this Agreement is referenced in the allocation formula in Paragraph 2 as follows: FLSA

safety meeting claim time period is July 24, 2011 to June 10, 2013; Rule 23 state law safety meeting claim time period is July 15, 2010 to June 10, 2013; the Texas safety meeting claim period is July 15, 2009 to July 15, 2010; and the FLSA bonus claim time period is July 24, 2011 to September 30, 2014.²

Z. **“Rule 23 Class Members”** means all individuals who worked in at least one Workweek as a driller, derrickman, motorman, and/or floorhand at any time during the Relevant Time Periods for the Rule 23 Class as defined herein and covered by this Agreement who do not opt-out of the Rule 23 settlement as part of the procedure contemplated by this Agreement.

AA. **“Rule 23 Releasing Parties”** means Rule 23 Class Members who do not opt-out of this Settlement.

BB. **“Rule 23 Safety Meeting Fund”** means that portion of the “Safety Meeting Fund” that is not attributed to the “FLSA Safety Meeting Fund”, from which Rule 23 Class Members will receive settlement payments related to purported unpaid safety meetings, as more fully described in Paragraph 2(B).

CC. **“Safety Meeting Fund”** means the gross amount of One Million Seven Hundred Thirty-Six Thousand Eight Hundred and No/100’s (\$1,736,800.00), or such other amount as is approved by the Court if the Court denies any portion of Class Counsel’s request for Attorneys’ Fees and Costs, Service Payments and Administrative Costs and such disapproved amounts are reallocated to the Safety Meeting Fund (provided that such other Court-approved amount shall not result in Defendants paying

² The specific back periods applicable to the Named Plaintiffs appear in footnote 3, *infra*.

more than the Maximum Gross Settlement Amount under this Agreement), from which FLSA Class Members and Rule 23 Class Members will receive settlement payments related to purported unpaid safety meetings.

DD. **“Service Payments”** means the amount that may be approved by the Court for payment to certain Plaintiffs, as provided in this Agreement, in recognition of their efforts on behalf of the Class members in the Lawsuit, in an amount as set forth below in Paragraph 2(D), less applicable taxes and deductions. This amount is included in the allocation of \$125,000.00 for Service Payments, Settlement Claims Administrator’s costs, and Attorneys’ Costs in the Maximum Gross Settlement Fund.

EE. **“Settlement Claims Administrator”** or **“KCC”** means Kurtzman Carson Consultants, which shall be responsible for all duties of the Settlement Claims Administrator referenced in this Agreement, pursuant to the proposal and agreement submitted to Class Counsel by KCC.

FF. **“Spreadsheets”** means electronic spreadsheets in Excel format that include the potential Class Member’s name, Employee ID, social security number, state of employment for the Texas state law safety meeting claim period, last known address, last known phone number, and, for those timeframes applicable to the safety meeting claims, the number of Workweeks worked for Defendants as a driller, derrickman, motorman and/or floorhand during the Relevant Time Period and the most recent regular hourly compensation rate for each Class Member within the safety claim time period in the Relevant Time Period, and for the FLSA bonus claim, the potential Class Member’s name, Employee ID, social security number, last known address, last known phone

number, and the amount of underpayment due to the purported miscalculation.

GG. **“Wage and Hour Claims”** means any and all suits, actions, causes of action, claims, or demands based on putative violations of the FLSA as well as any state law claims (both statutory and common law), including all claims under federal or state law for unpaid straight time, unpaid overtime and/or unpaid half time, related or pertaining to hours of work or payment of wages or bonuses, including all claims for unpaid straight time, unpaid overtime, unpaid half time or split workweek, or under the Oklahoma Protection of Labor Act related or pertaining to hours of work or payment of wages or bonuses, time spent in safety meetings and time spent donning and/or doffing personal protective equipment, including without limitation all claims that were asserted or could have been asserted, regarding events that occurred or are alleged to have occurred within the applicable statute of limitations period(s) for the claims alleged or referenced in the Second Amended Complaint filed in the Lawsuit.

HH. **“Workweek”** means a seven-day payroll period, according to Defendants’ regular payroll practices (Monday through Sunday). Where the Agreement references a specific Class Member’s Workweek, this means a Workweek in which that Class Member worked more than 40 hours.

2. **Class Member Settlement Share Allocation.**

A. **Settlement Fund Allocation.** Each Class Member shall be allocated a share of the Net Settlement Fund. The individual Class Member allocations from the Net Settlement Fund for each Class Member will be calculated pursuant to the formulas set forth below.

B. Allocation Formula

- (i) Each Class Member shall be allocated his or her “Individual FLSA Class Member Share” and “Individual Rule 23 Share” from the Net Settlement Fund.
- (ii) Each “Individual FLSA Class Member Share” and “Individual Rule 23 Share” shall be determined using the following formula:

SAFETY MEETING CLAIMS

1. **Calculate Each FLSA Class Member’s FLSA Safety Meeting Points.** For each FLSA Class Member, multiply the FLSA Class Member’s last hourly regular rate of pay rate during employment up to June 10, 2013 by the FLSA Class Member’s total number of Workweeks during the FLSA Safety Meeting time period (July 24, 2011 – June 10, 2013)³ and then multiply by 0.5. The result is the “FLSA Class Member’s FLSA Safety Meeting Points.” For example, if the FLSA Class Member’s last regular hourly pay rate was \$21.00 and the FLSA Class Member worked 52 Workweeks between July 24, 2011 and June 10, 2013, the calculation of the FLSA Class Member’s FLSA Safety Meeting Points would be: $\$21.00 \times 52 \times 0.5 = 530.5$ [regular hourly rate x number of Workweeks x 0.5 = FLSA Safety Meeting Points].

³ The Named Plaintiffs, all of whom opted into the Lawsuit before the Court’s tolling Order dated July 24, 2014, will receive FLSA Safety Meeting Points for weeks worked during the three-year period preceding the respective date the Named Plaintiff filed his Consent form with the Court. The following Named Plaintiffs filed Consent forms on July 15, 2013, and therefore are entitled to FLSA Safety Meeting Points earned from July 15, 2010 to June 10, 2013: Peter Babb, Norman Brown, Aaron Butler, Joshua Casey, Johnny Garrison, James Hart, Cooper Haynes, Raymond Head, Timothy Herrera, Daniel Kochin, Eric LeForce, Benny Martinez, Joe Miller, Francisco Rosales, Ronald Ross, and Michael Walters. On August 23, 2013, Jeff Ingle and Christopher Weinstein filed their Consent forms. Ingle and Weinstein are therefore entitled to FLSA Safety Meeting Points earned from August 23, 2010 – June 10, 2013. The Named Plaintiffs will likewise be entitled to settlement payments from the FLSA Bonus Fund for the three-year period immediately preceding each’s respective Consent form filing.

2. **Calculate Each Rule 23 Class Member's Rule 23 Safety Meeting Points.** Rule 23 Class Members will be paid an additional amount based upon total number of Workweeks during the Rule 23 Safety Meeting time period (July 15, 2010 – June 10, 2013), using the Rule 23 Class Member's last hourly regular rate of pay rate up to June 10, 2013. For each Workweek during the Rule 23 Safety Meeting time period, the Rule 23 Class Member will receive 1.0 point. Additionally, Rule 23 Class Members employed in Texas at any time between July 15, 2009 – July 15, 2010 will similarly receive 1.0 point for each Workweek worked in Texas during that time period. For each Rule 23 Class Member, multiply the Class Member's last hourly regular rate of pay during employment up to June 10, 2013 by the Rule 23 Class Member's Rule 23 Safety Meeting Workweeks, including Texas Workweeks. The result is the "Rule 23 Class Member's Rule 23 Safety Meeting Points." For example, if the Rule 23 Class Member worked 81 Workweeks during the Rule 23 Safety Meeting time period and 10 Workweeks during the Texas time period, and his last hourly pay rate was \$21.00, the calculation of the Rule 23 Class Member's Rule 23 Safety Meeting Points would be: $\$21.00 \times (81 + 10) \times 1.0 = 1,911$ [regular hourly rate x (number of Rule 23 Safety Meeting Workweeks + number of Texas Workweeks) x 1.0 = Rule 23 Safety Meeting Points].
3. **Calculate "Net Safety Meeting Share Per Point."** The amount to be paid to each Class Member on the safety meeting claims shall be calculated by dividing the numerator, which is the net amount apportioned to settle the Safety Meeting claim, \$1,736,800.00, or such other amount as approved by the Court (provided that such other Court-approved amount shall not result in Defendants paying more than the Maximum Gross Settlement Amount under this Agreement) ("Net Safety Meeting Fund"), by a denominator that is the sum of all Class Members' FLSA Safety Meeting Points and Rule 23 Safety Meeting Points. The resulting quotient will be the amount paid per point for the Safety Meeting claim ("Net Safety Meeting Fund Share Per Point").

4. **Each Class Member's Safety Meeting FLSA Share.**
For each Class Member, multiply the "Class Member's FLSA Safety Meeting Points" by the "Net Safety Meeting Fund Share Per Point" to determine the "FLSA Class Member Safety Meeting Gross Share." Each Class Member's FLSA Class Member Safety Meeting Gross Share shall be rounded to two decimal points.

5. **Each Class Member's Safety Meeting Rule 23 Share.**
For each Class Member, multiply the "Class Member's Rule 23 Safety Meeting Points" by the "Net Safety Meeting Fund Share Per Point" to determine the "Rule 23 Class Member Safety Meeting Gross Share." Each Class Member's Rule 23 Class Member Safety Meeting Gross Share shall be rounded to two decimal points.

6. **Calculate Each Class Member's Payroll Taxes on Settlement Payments for Safety Meeting Claims.** The Settlement Claims Administrator will then make appropriate adjustments to each individual Class Member's FLSA Class Member Safety Meeting Gross Share and Rule 23 Class Member Safety Meeting Gross Share for the payment of all applicable payroll taxes and deductions required by applicable law in connection with the payment of wages to the Class Member, as more fully set out in Paragraph 5, Tax Treatment of Payments. The Settlement Claims Administrator will coordinate the calculations of such taxes and deductions with Defendants to ensure compliance with the requirements of all government taxing authorities and timely remit those sums to the appropriate government taxing authorities. The remaining balance of the FLSA Class Member Safety Meeting Gross Share after such adjustments and deductions are made is the "FLSA Class Member's Safety Meeting Net Share." The remaining balance of the Rule 23 Class Member Safety Meeting Gross Share after such adjustments and deductions are made is the "Rule 23 Class Member's Safety Meeting Net Share."

BONUS CLAIM

7. **Calculate Each FLSA Class Member's Bonus Claim Gross Share.** Add the amount of all purported underpayments to FLSA Class Members in the FLSA bonus sub-class for overtime due to alleged non-discretionary bonus payments earned during the FLSA bonus claim time period (July 24, 2011 - September 30, 2014), as shown on the Spreadsheet for the FLSA bonus claim. Multiply the total underpayment to FLSA Class Members during the FLSA bonus claim time period by 1.19. If the resulting amount is equal to or less than the FLSA Bonus Fund, each such FLSA Class Member shall receive 1.19 times his/her individual purported underpayment during the FLSA bonus claim time period. If the resulting amount is more than the FLSA Bonus Fund, each FLSA Class Member shall receive a proportionately reduced amount. The amounts calculated in this paragraph shall be each "FLSA Class Member's FLSA Bonus Fund Gross Share."

8. **Calculate Each FLSA Class Member's Bonus Claim Payroll Taxes.** The Settlement Claims Administrator will then make appropriate adjustments to the portion of each FLSA Class Member's FLSA Bonus Fund Gross Share for the payment of all applicable payroll taxes and deductions required by applicable law in connection with the payment of wages to the FLSA Class Member, as more fully set out in Paragraph 5, Tax Treatment of Payments. The Settlement Claims Administrator will coordinate the calculations of such taxes and deductions with Defendants to ensure compliance with the requirements of all government taxing authorities and timely remit those sums to the appropriate government taxing authorities. The remaining balance of the FLSA Class Member's Bonus Fund Gross Share after such adjustments and deductions are made is the "FLSA Class Member's Bonus Net Share."

C. FLSA Bonus Fund. If the total to be paid for all FLSA Class Member's FLSA Bonus Fund Gross Shares, as calculated in Paragraph 2.B.7, is less than

the FLSA Bonus Fund (after taking into account any reallocation by the Court of Service Payments and Class Counsel Attorneys' Fees and Costs per Paragraphs 2.D and E), Defendant shall not be required to pay the difference between the FLSA Bonus Fund and the total of all FLSA Class Member's FLSA Bonus Fund Gross Shares to the Settlement Claims Administrator for distribution to FLSA Class Members with bonus claims. Defendants shall only pay the total amount of all FLSA Class Members' FLSA Bonus Fund Gross Shares to the QSF per Paragraph 4.D. The amount to be paid by Defendants of the FLSA Bonus Fund amount shall be determined after the opt-in consent period for FLSA bonus claims and the Court's order on Class Counsel's motion for approval of Attorneys' Fees and Costs, Service Payments and Administrative Costs, and stated in the Court's Order of final approval of this Settlement.

D. Service Payments to Plaintiffs. In order for this Agreement to become subject to presentation to the Court for approval, it must be signed by the Class Representatives. Subject to Court approval and expressly conditioned upon the execution of this Agreement by the Class Representatives prior to its submission to the Court for approval, the Original FLSA Class Plaintiffs who provided declarations and who timely return a Consent to Join Action and Settlement indicating their acceptance of the Settlement Agreement will be eligible to receive a Service Payment in the amount of One Thousand and No/100's Dollars (\$1,000.00). Class Representatives James Hart and Michael Walters, who substantially assisted Class Counsel in the initial investigation and development of the class claims, will receive service payments of Ten Thousand and NO/100's Dollars (\$10,000.00) each, subject to Court approval. Class Representatives

Peter Babb and Johnny Garrison, who, in addition to assisting in the investigation and development of the claims and providing declarations, also travelled to Oklahoma City to prepare for and attend mediation on May 26 and 27, 2015, will receive Service Payments of Ten Thousand and No/100's Dollars (\$10,000.00) each, subject to Court approval. The total amount of all service payments provided by this paragraph shall not exceed Fifty-Two Thousand and No/100's Dollars (\$52,000.00). These Service Payments are being sought by the Class Representatives in recognition of efforts to pursue the claims raised in this Lawsuit on behalf of the Class Members, including providing factual information and otherwise assisting Class Counsel with the prosecution of the Lawsuit. The Service Payments will be made in addition to any payments allocated from the FLSA Bonus Fund, FLSA Safety Meeting Fund and Rule 23 Safety Meeting Fund. Class Counsel will make an application to the Court for approval of the Service Payments at least 30 days prior to the date set for the fairness hearing. Any amounts allocated as Service Payments under this Agreement, but not approved by the Court, shall be added to the Net Settlement Fund, with 52% of any such amount to be allocated to the Safety Meeting Fund and 48% to the FLSA Bonus Fund. Paragraph 5, Tax Treatment of Payments, more fully sets out the tax treatment of Service Payments.

E. Attorneys' Fees and Costs. Class Counsel will make an application to the Court for an award of attorneys' fees in an amount not to exceed thirty percent (30%) of the Maximum Gross Settlement Fund, or up to One Million Four Hundred Eighty-Five Thousand and No/100's Dollars (\$1,485,000.00). Such application shall be filed at least 30 days prior to the date set for the fairness hearing. Defendants will not

object to Class Counsel's Attorneys' Fees and Costs application made in conformance with the terms of this Agreement. Additionally, Class Counsel will make an application to the Court for costs and expenses in an amount that will not exceed what remains after Administrative Costs and Service Payments are deducted from One Hundred Twenty-Five Thousand and No/100's Dollars (\$125,000.00) that has been allocated from the Maximum Gross Settlement Fund to fund such payments. To the extent that Administrative Costs, Service Payments and Attorneys' Costs are less than One Hundred Twenty-Five Thousand and No/100's Dollars (\$125,000.00), any such amount shall be reallocated to the Net Settlement Fund, with 52% of any such amount to be allocated to the Safety Meeting Fund and 48% to the FLSA Bonus Fund. Any amounts allocated as Attorneys' Fees and Costs under this paragraph, but not approved by the Court, shall be added to the Net Settlement Fund, with 52% of any such amount to be allocated to the Safety Meeting Fund and 48% to the FLSA Bonus Fund. The Parties expressly agree that the Court's approval or denial of any request for Attorneys' Fees and Costs is not a material condition to this agreement. Any order or proceeding relating to the application by Class Counsel of an award for Attorneys' Fees and Costs shall not operate to terminate or cancel this Agreement.

F. Release. In accordance with the terms of this Agreement, FLSA Class Members who elect to opt-in and participate in this Settlement (collectively, the "FLSA Releasing Parties"), and Rule 23 Class Members who do not opt-out of this Settlement (collectively, the "Rule 23 Releasing Parties") shall be deemed, on behalf of themselves and their families, heirs, agents, successors, assigns, personal representatives

and any future estates, assigns and beneficiaries, to have irrevocably and unconditionally released and discharged the Released Parties with respect to the Released Claims by FLSA Class Members and the Released Claims by Rule 23 Class Members, as applicable, on the Effective Date of this Agreement.

This release is intended to and shall be effective as a release of, covenant not to sue, and bar as to all the Released Claims by FLSA Class Members and all the Released Claims by Rule 23 Class Members, as applicable based on individual Class Members opting into the FLSA Class and/or not opting out of the Rule 23 Class, including claims that the FLSA Releasing Parties and Rule 23 Releasing Parties know about or suspect, as well as those that the FLSA Releasing Parties and the Rule 23 Releasing Parties do not know about or do not suspect. The FLSA Releasing Parties and the Rule 23 Releasing Parties shall be deemed to understand the significance of this release of unknown and unsuspected claims and their waiver of statutory protection against a release of unknown and/or unsuspected claims. The FLSA Releasing Parties and the Rule 23 Releasing Parties expressly waive all rights afforded by any statute that limits the effect of a release with respect to unknown or unsuspected claims.

The FLSA Releasing Parties and the Rule 23 Releasing Parties shall be deemed to acknowledge, agree, represent and warrant to the Released Parties, and each of them, that at all times relevant to their employment with any of the Released Parties, there is and has at all times been a genuine, reasonable and good faith bona fide dispute between the FLSA Releasing Parties and the Rule 23 Releasing Parties and the Released Parties with respect to whether the FLSA Releasing Parties and the Rule 23 Releasing

Parties have been fully and properly paid all monies owed relating to their employment with Released Parties in accordance with federal, state and local laws through the Relevant Time Period for the claims asserted in the Litigation. When finally approved by the Court, this Agreement will fully effectuate the release provisions herein even if each Class Member does not endorse or negotiate a settlement check.

In the event any payment made under this Agreement becomes subject to the jurisdiction of a bankruptcy court as part of the debtor's estate in a case in which the Defendants, together or singly, are the debtor(s) and such payment is set aside as a preference by a bankruptcy court or ordered returned to the debtor(s), the Class Members in the Lawsuit whose payments satisfy the foregoing conditions, may assert a consolidated proof of claim in the bankruptcy case for all amounts alleged to be owed to such impacted Class Members in the Lawsuit, subject to the right of the debtor-in-possession or the trustee to challenge the claim and/or to object to the amount of the claim.

3. Approval of Settlement.

Court Approval of Settlement. Plaintiffs will seek the Court's approval of the terms of this Agreement, by filing all necessary motions for preliminary and final approval of this Settlement Agreement (which motions may be combined as appropriate), including but not limited to a motion for preliminary approval of the settlement under Rule 23 and the FLSA, a motion to certify Rule 23 class for settlement purposes, a motion for final certification of the FLSA class, a motion for approval of Class Counsel, a motion for approval of proposed class notices of settlement and notice of fairness hearing to

Class Members, motion for approval of Class Counsel Attorneys' Fees and Costs, including Service Payments and Administrative Costs, and a motion for an Order of Final Approval of this Settlement Agreement, which will include proof of Defendants' compliance with the Class Action Fairness Act's ("CAFA") notice requirements, proof of filing with the Court of Notices of Consent to Join Action and Settlement to the Settlement Claims Administrator signed by FLSA Class Members, the amounts to be paid by Defendants for the FLSA Bonus Fund, the FLSA Safety Meeting Fund and the Rule 23 Safety Meeting Fund. The parties also will request in the motion for an Order of Final Approval of this Agreement that the Court enter a stipulated Judgment (in a form substantially similar to Exhibit 1) approving the payments under this Agreement, Class Counsel's Attorneys' Fees and Costs, Service Payments and Administrative Costs, approving the releases in this Agreement and dismissing the Lawsuit with prejudice, and retention of jurisdiction by the Court over the parties and this Agreement should any controversy arise about the terms of the agreement or any party's performance of its obligations under this Agreement. Within five (5) business days of the Court's entry of the Order of Final Approval and stipulated Judgment, Defendants shall have wired all remaining amounts owed pursuant to this Agreement and the Court's Order of Final Approval and the Stipulated Judgment into the QSF established and maintained by the Settlement Claims Administrator for payments under this Agreement. The stipulated Judgment shall provide that the Defendants have five (5) business days to make the payment referenced in the preceding sentence, and that the Lawsuit shall be dismissed with prejudice upon written notice to the Court by the Settlement Claims Administrator of

receipt of Defendants' payment. The Parties agree that the final fairness hearing shall not be set before the expiration of the ninety (90) days after the mailing of the CAFA notice by Defendants. Defendants agree to mail all required notices pursuant to CAFA within ten (10) days of Plaintiffs' filing of the motion for preliminary approval of this Agreement and to provide proof of all mailings to Class Counsel. If the Court approves the Maximum Gross Settlement Amount but determines there should be a reallocation of the Net Settlement Fund due to a reduction of the amount paid to Class Counsel for Attorneys' Fees and/or Costs, and/or a reduction of the amount of Service Payments or Administrative Costs, the Agreement as so modified and approved by the Court shall remain fully binding on the Parties, so long as the Court's reallocation does not result in Defendants being required to pay more than the Maximum Gross Settlement Amount. If the Court denies preliminary approval or final approval of this Agreement, the parties agree to work together to mutually-agree to resolve the issues raised by the Court, and if the parties reach a mutually-agreeable resolution of such issues, the parties agree to re-submit motions for preliminary and/or final approval of the settlement to the Court. If the parties are unable to reach a mutually-agreeable resolution of such issues, this Agreement shall be void and all monies paid by Defendants into the QSF established by the Settlement Claims Administrator shall be returned by the Settlement Claims Administrator to Defendants. The Parties recognize and agree that this Agreement is expressly contingent upon Final Approval by the Court, including any and all fairness or other hearings necessary to effectuate full and complete settlement and release of the FLSA claims and state law claims brought under Rule 23, and as may be required by the

Court, and the occurrence of the Effective Date of this Agreement. The Parties and their respective counsel agree to waive all rights to appeal the Court's Order of Final Approval absent material modification of the Agreement.

A. Entry of the Court's Order of Final Approval of this Settlement, entry of the stipulated Judgment dismissing the Lawsuit with prejudice and occurrence of the Effective Date of this Agreement shall constitute the compromise and release of the claims covered under this Agreement of the Current FLSA Class Plaintiffs, and all FLSA Class Members who opt-in to the FLSA Class and all Rule 23 Class Members who do not opt-out of the Rule 23 Class, as applicable to each Class Member. The Class Representatives, for themselves and on behalf of the FLSA Class Members and the Rule 23 Class Members, agree that this Settlement Agreement resolves all issues covered by this Agreement between them and Defendants as set forth in this Agreement. The Settlement Claims Administrator shall not disburse any payments under this Agreement unless and until the Court enters an Order of Final Approval of this Agreement and stipulated Judgment dismissing the Lawsuit with Prejudice, which Order must include a finding that the requirements of the Class Action Fairness Act ("CAFA") have been satisfied as applicable to this Settlement, and the Effective Date of this Agreement has occurred. If the Effective Date of this Agreement does not occur, all monies paid by Defendants into the QSF established by the Settlement Claims Administrator shall be returned by the Settlement Claims Administrator to Defendants.

B. Class Definitions.

(i) Rule 23 Class for Settlement Purposes. As a part of the motion for preliminary approval of this Agreement, the parties will submit a motion for approval of a Rule 23 class for settlement purposes as follows:

SandRidge/Lariat employees who worked during a Workweek as a driller, derrickman, motorman, and/or floorhand, in Kansas or Oklahoma at any time from July 15, 2010 through June 10, 2013, or in Texas at any time from July 15, 2009 through June 10, 2013, who allege they were unpaid for attendance at pre-shift safety meetings.

The Parties will request that the Notice of Settlement (see ¶4.B.(iii)) to potential class members of the settlement include the foregoing Rule 23 class definition.

(ii) FLSA Sub-Classes. As part of the motion for preliminary approval of this Agreement, the Parties shall submit a motion for approval to include in the notice of settlement (see ¶4.B.(iii)) two sub-classes for the FLSA claims consisting of the alleged bonus claims and the alleged safety meeting claims, as follows:

(1) SandRidge/Lariat employees who worked as a driller, derrickman, motorman, and/or floorhand at any time from July 24, 2011 through September 30, 2014, who earned bonuses that were not calculated into their regular rates of pay to determine their overtime rates; and

(2) SandRidge/Lariat employees who worked during a Workweek as a driller, derrickman, motorman, and/or floorhand at any time from July 24, 2011 through June 10, 2013, who allege they were unpaid for attendance at pre-shift safety meetings.

C. Vacating of Tolling Order. As part of the settlement approval process, the Parties will request that the Court vacate the tolling order originally entered

on July 24, 2014 (Doc. 81), as to any individual who does not participate in the Settlement, effective immediately upon expiration of the deadline for Class Members to submit their consent form to opt-in and participate in the Settlement. In connection with this request, Class Counsel will request that the Court approve language in the opt-in notice to be sent to Class Members advising them that if they do not participate in the Settlement by the Court-approved deadline to submit their Consent to Join Action and Settlement form, they will not be able to claim any tolling of the applicable statute of limitations based on this proceeding in any future FLSA action commenced.

D. Posting of Second Amended Complaint, Consent to Join Action and Settlement, and Approval Order on Settlement Claims Administrator's Webpage.

The Parties will request that the Court order the Settlement Claims Administrator to post copies of the Second Amended Complaint (Doc. 63), the Order Preliminarily Approving Settlement Agreement, and the Consent to Join Action and Settlement form on the Settlement Claims Administrator's webpage, for access by the potential Class Members only. The Settlement Claims Administrator shall obtain a secure website domain name to be mutually agreed upon by Class Counsel and Defendants' counsel that will be set up to facilitate Class Members' access to these documents through password or passcode. The website shall not be accessible by anyone other than potential Class Members, Class Counsel or Defendants' counsel. All other content of such a website shall be subject to the mutual approval and agreement of Class Counsel and Defendants' counsel.

4. Settlement Administration and Payments.

A. Settlement Claims Administrator. The Settlement will be administered by third-party administrator Kurtzman Carson Consultants. Reasonable fees and expenses of the Settlement Claims Administrator, not to exceed Fifty Thousand and No/100's Dollars (\$50,000), shall be deducted from the amount allocated to Attorneys' Costs. The Settlement Claims Administrator shall be required to agree to the foregoing "not to exceed" cap for all fees and expenses for claims administration work. The contract, and any amendments, under which KCC is performing services under this Agreement shall be made available to Defendants, and shall require KCC to comply with Settlement Claims Administrator's obligations under this Agreement. Defendants shall have the right to approve the contract with KCC, which approval shall not be unreasonably withheld. Payment of all invoices from KCC for services performed under this Agreement shall be paid by Class Counsel.

B. Procedure For Sending Notice of Settlement and Consent Forms.

(i) Within five (5) business days of the Court's Order preliminarily approving the Settlement and authorizing notice of the same to Class Members, Defendants will provide all applicable Spreadsheets to the Settlement Claims Administrator. The Settlement Claims Administrator, as well as Class Counsel, agree that the Spreadsheets and the information contained therein are confidential. The Spreadsheets and the information in the Spreadsheets will be used by the Settlement Claims Administrator and Class Counsel only for the purpose of effectuating the terms of this Agreement, and will not be shared with any other person. The Spreadsheets and

the information in the Spreadsheets will be returned to Defendants' counsel and/or destroyed with written confirmation of such destruction upon the completion of this Agreement. The Parties shall provide the Settlement Claims Administrator with all necessary cooperation, including but not limited to forwarding and/or executing all documents reasonably necessary to administer the Settlement. Defendants will provide any other information to the Settlement Claims Administrator reasonably necessary to enable it to perform the calculations described in Paragraphs 2(A)-2(B) and to obtain current contact information for the Class Members.

(ii) Within five (5) business days of receipt of the Spreadsheets and any other information identified in the previous subparagraph, the Settlement Claims Administrator shall calculate the estimated minimum amounts, and, if possible, the estimated maximum amounts, that each potential Class Member will receive for the FLSA Safety Meeting and FLSA Bonus claims, as well as the approximate amount that each potential Class Member will receive for the Rule 23 Safety Meeting claim, if he or she participates in the Settlement pursuant to the formulas provided in Paragraphs 2(A)-2(B) of this Agreement. The Settlement Claims Administrator shall provide the calculations to Class Counsel and Defendants' counsel. Class Counsel and Defendants' counsel will review the calculations for accuracy and cooperate in good faith to identify any calculation errors within five (5) business days and resolve any calculation errors within an additional three (3) business days if any calculation errors are identified.

(iii) Within five (5) business days of receipt of approval of the calculations of the estimated amount of payment for each potential Class Member

described in the paragraph above, the Settlement Claims Administrator shall mail the Notice of Settlement (“Notice”) and the Consent to Join Action and Settlement (“Consent to Join”) as approved by the Court (which shall include a translated Spanish version by a translation service that will provide an affidavit that the translation is true and correct) (in substantially the form reflected in Exhibits 2 and 3, respectively) by first-class United States mail, postage prepaid, to the last known address of each Class Member (after conducting a NCOA (“National Change of Address”) database search). The Settlement Claims Administrator shall also publish the Notice and Consent to Join forms on the Settlement Claims Administrator’s secure website for this Settlement. The Notice shall advise each potential Class Member of the claims asserted in the Lawsuit, the approximate minimum amount the potential Class Member can anticipate receiving if he/she opts-in to participate in the FLSA claims and the approximate minimum amount he/she can anticipate receiving from the Rule 23 claims if he/she does not opt-out of the Rule 23 Class, and the scope of claims they will release by participating in the Settlement. The Released Claims by FLSA Class Members and Released Claims by Rule 23 Class Members shall be printed in bold and underlined in the Notice of Settlement and Consent to Join Action and Settlement. In addition, the Notice of Settlement will advise the potential Class Members that if they do not participate in the settlement within the Court-ordered deadlines, they will not be able to claim any tolling of the applicable statute of limitations pursuant to the Tolling Order. The Notice of Settlement and Consent to Join Action and Settlement also shall advise potential Class Members of their right to opt-out of the Rule 23 Class or to object to the Settlement within the time

period and in the manner specified by the Court. All Notices of Settlement and Consent to Join Action and Settlement shall be mailed to potential Class Members on the same date. The Settlement Claims Administrator shall provide confirmation to Class Counsel and Defendants' Counsel of the date of mailing of the Notice of Settlement and Consent to Join Action and Settlement Forms. The Notice of Settlement and Consent to Join Action and Settlement also shall inform potential Class Members that they may opt-in to the FLSA Class via electronic signature at a secure website maintained by the Settlement Claims Administrator. The Notice of Settlement and Consent to Join Action and Settlement shall provide each individual potential Class Member with a unique password or passcode via which the potential Class Member may opt-in to the FLSA class via electronic signature. The Settlement Claims Administrator shall retain all metadata concerning potential Class Members who opt-in electronically, and the website at which potential Class Members opt-in electronically shall be secure to prevent unauthorized opt-ins.

(iv) With respect to those potential Class Members whose envelopes containing the Notice of Settlement and Consent to Join Action and Settlement form are returned to the Settlement Claims Administrator as undeliverable, the Settlement Claims Administrator shall promptly attempt to obtain a valid mailing address by use of additional reasonable address search methods (using social security numbers as necessary). If another address is identified, the Settlement Claims Administrator shall immediately thereafter send the Notice and Consent to Join form to the new address. The confidentiality provision regarding Spreadsheets applies to any social security numbers

provided to the Settlement Claims Administrator.

(v) The Settlement Claims Administrator shall send one (1) reminder postcard to each potential Class Member who has not submitted a Consent to Join Action and Settlement form fifteen (15) calendar days before the end of the sixty (60)calendar day consent period. These reminder postcards shall be in the form attached to this Agreement as Exhibit 4. The postcards shall be sent to all potential Class Members who have yet to opt-in to the FLSA action. These postcards shall notify potential FLSA Class Members that they have thirty (30) calendar days from the date the postcards are mailed in which to return the Consent to Join Action and Settlement forms. The Current FLSA Class Members and the Defendants agree that this group of potential FLSA Class Members shall have until the end of such thirty (30)calendar day period to return the Consent to Join Action and Settlement forms, or fifteen (15) calendar days in addition to the sixty (60)-calendar day opt-in/opt-out period. The Claims Administrator shall provide Class Counsel and Defendants' counsel a list of the names of the potential Class Members to whom such postcards were mailed. Such postcards shall be sent by first-class United States mail, postage prepaid, to the last known address of each potential Class Member. The Settlement Claims Administrator shall also cause automated phone calls to be placed to potential Class Members who have not submitted a Consent to Join Action and Settlement form. The automated phone calls shall be made thirty (30) calendar days after the initial mailing of the Notice of Settlement and Consent to Join Action and Settlement form to all potential Class Members who have yet to opt-in to the FLSA action.

(vi) For a potential FLSA Class Member to share in disbursements

from the FLSA Class Member Fund, the Consent to Join Action and Settlement form must be signed by the FLSA Class Member (or his/her authorized representative for a potential Class Member who is deceased, incapacitated or deployed in the U.S. military) and post-marked for return to the Settlement Claims Administrator no later than sixty (60) calendar days after the date the Settlement Claims Administrator mails the Notice of Settlement and Consent to Join Action and Settlement form to potential Class Members (the "Consent Deadline"). The Settlement Claims Administrator shall provide a self-addressed, postage-paid envelope to each potential Class Member for this purpose. Alternatively, FLSA Class Members may opt-in to share in the FLSA Class Member Fund electronically through auto-signature of the Consent to Join form on the Settlement Claims Administrator's secure password protected website. The Settlement Claims Administrator shall remove the function or ability to opt-in electronically at midnight on the fifteenth (15) calendar day after the Consent Deadline. FLSA Class Members whose Consent to Join Action and Settlement forms are post-marked or auto-signed after the time frame specified but which are received by the Settlement Claims Administrator within fifteen (15) calendar days of the Consent Deadline shall be deemed to be Class Members and shall be eligible to participate in and receive payments from the FLSA Bonus Fund and/or the FLSA Safety Meeting Fund. FLSA Class Members whose Consent to Join Action and Settlement forms are not received by the Settlement Claims Administrator within fifteen (15) calendar days after the Consent Deadline shall not be eligible to participate in and receive payments from the FLSA Bonus Fund or the FLSA Safety Meeting Fund. Within twenty-five (25) business days after the close of the 60-

day period for Consent to Join Action and Settlement forms to be post-marked or auto-signed, Class Counsel shall file in the Lawsuit each Consent to Join Action and Settlement form that is post-marked or auto-signed electronically within the time frames specified above and received by the Settlement Claims Administrator. Only FLSA Class Members whose Consent to Join Action and Settlement forms are filed in the Lawsuit by the expiration of the twenty-five (25) business day period, or such other deadline established by the Court, are eligible to participate in and receive payments from the FLSA Bonus Fund and/or the FLSA Safety Meeting Fund.

(vii) The Settlement Claims Administrator shall provide Class Counsel and Defendants' Counsel with weekly updates as to the number of Consent to Join Action and Settlement forms it has received from Class Members, as well as any requests to opt-out of the Rule 23 Class, and the names of those Class Members, and a copy in pdf format of each consent or request to opt-out returned by Class Members. Class Counsel shall file all Consent to Join Action and Settlement forms in the Lawsuit. Upon completion of the sixty (60) calendar-day time period, and the fifteen (15) calendar-day period for late consents, in which Class Members can timely submit a Consent to Join Action and Settlement form, the Settlement Claims Administrator shall inform Class Counsel and Defendants' counsel as to the final roster of Class Members who have timely submitted the forms, as well as a list of those who have opted out of the Rule 23 settlement or objected to the Rule 23 settlement and/or FLSA settlement. In the event of any dispute as to whether a Consent to Join Action and Settlement form is validly executed by the correct Class Member and timely post-marked or timely received if

postmarked late and received within the fifteen (15) calendar-day deadline for late postmarked consent forms or as to auto-signature consent forms, and filed in the Litigation, the Settlement Claims Administrator shall make such final determination.

(viii) Within seven (7) calendar days after the fifteen (15) calendar day late receipt deadline, the Settlement Claims Administrator shall calculate and provide to Defendants' Counsel and to Class Counsel a register listing all individual payments to be made to those Class Members whose Consent forms were timely post-marked or auto-signed, or if post-marked or auto-signed late were received within the fifteen (15) calendar day period for late received postmarked or auto-signed consent forms, and filed in the Lawsuit, and/or who did not opt-out of the Rule 23 Class for the state law claims. The register shall state separately the amounts to be paid to FLSA Class Members from the FLSA Safety Meeting Fund and from the FLSA Bonus Fund, and the amounts to be paid to Rule 23 Class Members from the Rule 23 Safety Meeting Fund.

(ix) All costs of preparing and sending the Notice of Settlement and Consent to Join Action and Settlement forms, whether foreseen or not, shall be paid from the Administration Costs, subject to the Settlement Claims Administrator's "not to exceed" agreement for such costs.

C. Payment of Attorneys' Fees and Costs, and Service Payments.

(i) Within five (5) business days after entry of the Court's Order of Final Approval of this Agreement and the Judgment, including an order approving Class Counsel's Attorneys' Fees and Costs, Defendants shall wire the total amount of the Court-approved Attorneys' Fees and Costs to the QSF. Class Counsel and Defendants'

counsel shall notify the Settlement Claims Administrator in writing when the Effective Date of this Agreement occurs. After receipt of such written notice, the Settlement Claims Administrator shall then cause the QSF to distribute the amounts approved by the Court for Class Counsel Attorneys' Fees and Costs by wire to Class Counsel within three (3) business days after the Effective Date of this Agreement. The Settlement Claims Administrator will issue Class Counsel one or more IRS Form 1099s for the Attorneys' Fees and Costs paid under this Agreement consistent with the Court's approval.

(ii) Within five (5) business days after entry of the Court's Order of Final Approval of this Agreement and the Judgment, Defendants shall wire the total amount of the Court-approved Service Payments to the QSF. Class Counsel and Defendants' counsel shall notify the Settlement Claims Administrator in writing when the Effective Date of this Agreement occurs. After receipt of such written notice, the Settlement Claims Administrator shall then cause the QSF to distribute the amounts of the Court-approved Service Payments within three (3) business days to the Class Members for whom the Court has approved such Service Payments and who have timely submitted a Consent to Join Action and Settlement form which have been filed in the Lawsuit. The Settlement Claims Administrator will issue an IRS Form 1099 to all individuals receiving Service Payments.

D. Funding of Settlement and Distribution of Settlement Payments.

(i) Within five (5) business days after the Court's Order of preliminary approval of this Agreement, Defendants shall wire the estimated amount of the Rule 23 Safety Meeting Fund to the QSF, One Million One Hundred Thousand and

No/100's Dollars (\$1,100,000.00).

(ii) Within five (5) business days after the Court's Order of Final Approval of this Agreement and entry of the Judgment, Defendants shall wire the total amounts of the FLSA Class Member Fund, less the difference specified in Paragraph 2.C, and shall wire the remainder of the Rule 23 Safety Meeting Fund, if any, to the QSF. The wire payments by Defendants may be in multiple wires to correspond to the FLSA Bonus Fund, the FLSA Safety Meeting Fund and the Rule 23 Safety Meeting Fund. Class Counsel and Defendants' counsel shall notify the Settlement Claims Administrator in writing when the Effective Date of this Agreement occurs. After receipt of such written notice, the Settlement Claims Administrator shall then cause the QSF to distribute the amounts to the Class Members listed in the register provided to Class Counsel and Defendants' Counsel under Paragraph 4.B within three (3) business days.

(iii) The settlement checks distributed by the Settlement Claims Administrator from the QSF shall contain a release clause typed on the front of each check stating: "Waiver of Claims: This check is a settlement payment for all wage and hour claims released by the Settlement Agreement in Case No. 14-00178-R (W.D. Okla.)."

(iv) The Settlement Claims Administrator, through the QSF, shall have full responsibility for all distributions under this Agreement. Once Defendants have paid all amounts owed pursuant to this Agreement and the Court's Order of Final Approval and Judgment to the QSF and the Effective Date of this Agreement has occurred, Defendants and Released Parties shall not have any further obligation or

liability regarding distributions to any Class Member or to Class Counsel. Any person who does not receive a settlement check from the QSF after Defendants have made the required payments under this Agreement will have no recourse against Defendants or the Released Parties for failure to receive any payment due under this Settlement Agreement. Class Members shall not be entitled to any other monies under the Settlement other than the settlement payments provided for in this Agreement.

(v) After entry of the Judgment and prior to mailing any settlement checks to Class Members, the Settlement Claims Administrator shall notify Defendants of the total amount of the employer-portion of the payroll taxes on the portion of the settlement payments attributable to wages, and Defendant shall have three (3) business days after the Effective Date of this Agreement to wire the amount of the employer-portion of the payroll taxes to an escrow account with the Settlement Claims Administrator. The Settlement Claims Administrator shall remit the employer-portion of the payroll taxes to the appropriate federal taxing authority, and any state taxing authority as applicable.

(vi) The monies in the QSF shall be maintained in a non-interest bearing account.

(vii) If the Effective Date of this Agreement does not occur, all monies in the QSF shall be returned to Defendants.

E. Unclaimed Monies. Checks to Class Members shall remain negotiable for 180 days. Checks shall be re-issued once per Class Member by the

Settlement Claims Administrator through the QSF to those Class Members whose checks were returned to the Settlement Claims Administrator as undeliverable. Each reissued check will be negotiable for 180 days from the date of reissuance. The unclaimed monies from checks that are not negotiated shall be returned to Defendants by the Settlement Claims Administrator within ten (10) business days after the negotiable period for a check expires.

F. Notice and Consent Documents. Upon completion of the administration of the Settlement under this Agreement, the Settlement Claims Administrator shall provide to Class Counsel and Defendants' counsel the following in PDF file format: (a) specimens of all form documents sent to Class Members, including notices of settlement, consent forms, reminder notifications, etc.; (b) the consent forms returned by Class Members; (c) requests to opt-out received from Class Members; and (d) a list of all checks sent to Class Members with a notation as to which checks were negotiated and which were not.

G. Qualified Settlement Fund. The Settlement Claims Administrator shall cause to be established a QSF for this Settlement, and serve as the administrator of the QSF in accordance with the terms of this Agreement. The monies to establish, maintain and fund the QSF will come exclusively from the Maximum Gross Settlement Amount provided for under the terms of this Agreement. The Settlement Claims Administrator will apply for the employer tax identification number required for the QSF and provide that number to Defendants' counsel within seven (7) business days after receiving it. The Claims Administrator will comply with all applicable tax filings,

withholdings, payments and reporting requirements of the QSF, including those required by the Internal Revenue Code and applicable regulations thereunder. The Settlement Claims Administrator shall timely inform Defendants whether Defendants have any federal or state tax payment or filing obligations associated with or arising out of payments made by the QSF. Defendants shall have the right to inspect the records of the QSF, including but not limited to all tax forms. Any issue with any taxing authority over the terms or application of the QSF or the funds paid into or from the QSF shall not affect the validity or enforceability of the terms of this Agreement.

H. Total Payments After Final Approval. The total of all payments by Defendants under ¶4.C.(i) (Attorneys' Fees and Costs, including Settlement Claims Administrator Costs), ¶4.C.(ii) (Service Payments), ¶4.D.(ii) (FLSA Class Member Fund, less the difference in ¶2.C (if any), and the remainder of the Rule 23 Safety Meeting Fund) shall not exceed \$3,850,000.00. These payments shall not be distributed from the QSF until after the Effective Date of this Agreement occurs.

5. Tax Treatment of Payments. For all settlement allocations from the FLSA Bonus Fund and the FLSA Safety Meeting Fund, as set forth in Paragraphs 2(A)-2(B) above, fifty percent (50%) of the amount(s) paid to each Class Member from such funds under this Agreement shall be reported by the Settlement Claims Administrator as wages to the appropriate taxing authorities on a Form W-2 issued to the Class Member with his or her taxpayer identification number, and shall be subject to adjustments and deductions for applicable taxes and withholdings as required by federal, state, and local law. Each Class Member is responsible for paying his or her share of all

applicable taxes and withholdings as required by federal, state and local law. The remaining fifty percent (50%) of the amount(s) paid to each Class Member from the FLSA Bonus Fund and the FLSA Safety Meeting Fund shall be allocated to liquidated damages, interest and/or penalties and reported by the Settlement Claims Administrator as non-wage income to the appropriate taxing authorities on a Form 1099 issued to the Class Member. For all settlement allocations from the Rule 23 Safety Meeting Fund, as set forth in Paragraph 2(A) above, one hundred percent (100%) of the amount paid to each Class Member from such fund under this Agreement shall be reported by the Settlement Claims Administrator as wages to the appropriate taxing authorities on a Form W-2 issued to the Class Member with his or her taxpayer identification number, and shall be subject to adjustments and deductions for applicable taxes and withholdings as required by federal, state, and local law. Each Class Member is responsible for paying his or her share of all applicable taxes and withholdings as required by federal, state and local law. Service payments will be treated as non-wage income and reported by the Settlement Claims Administrator to the appropriate taxing authorities on a Form 1099 issued to the Class Member. The Settlement Claims Administrator will coordinate its adjustments and deductions for applicable taxes and withholdings with Defendants to ensure that they are in compliance with the requirements of taxation agencies. All parties receiving payment under this Agreement agree to provide the Settlement Claims Administrator with and execute any tax forms requested. The Settlement Claims Administrator is responsible for accurately calculating the tax payments, and remitting tax payments and reporting forms to federal, state and/or local governments, as applicable. The Settlement Claims

Administrator shall provide to Defendants copies of all IRS W-2 forms and 1099 forms, or other tax payments, within three (3) business days after submitting tax forms to the appropriate agencies. Payments to Class Members under this Agreement shall be deemed compensation in the year paid. Defendants do not make any representations to Class Members as to the taxability or non-taxability of any payments under this Agreement. Nothing in this Agreement shall be construed as tax advice from Defendants to Class Members. Class Members acknowledge and agree that they are solely responsible for all taxes, interest and penalties, which would otherwise be their responsibility, due with respect to any payment received pursuant to this Agreement. Class Members agree to hold Defendants harmless, and indemnify Defendants from any payments Defendants may be required to make to any taxing authority resulting from the issuance of an IRS tax form 1099 and any Class Member's failure to pay any taxes that any Class Member owes related to said payments. Class Counsel and the Settlement Claims Administrator shall provide Defendants with W-9 tax forms as a condition of payment under this Agreement.

6. **Court Retains Jurisdiction To Enforce Agreement.** The Parties will request that the Court retain jurisdiction with respect to the implementation and enforcement of the terms of the Agreement, to the extent permitted by law, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Agreement. The Parties request that any action to enforce this Agreement shall be commenced and maintained only in this Court.

7. **Cooperation Clause.** The Parties agree to cooperate in good faith to effectuate the Settlement of the Lawsuit, including securing the Court's preliminary and

final approval of the Agreement, assisting with the administration of the Settlement in accordance with the terms of this Agreement, obtaining the Stipulated Judgment, providing all payments to the Settlement Administrator for distribution, and dismissing the Lawsuit with prejudice.

8. **Severability.** If after the Court's Order of Final Approval of this Agreement and Stipulated Judgment is entered and the Effective Date for the Order and Stipulated Judgment reached, should any clause, sentence, provision, paragraph, or part of this Agreement be adjudged by any other court of competent jurisdiction, or be held by any other competent governmental authority having jurisdiction, to be illegal, invalid, or unenforceable, such judgment or holding shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, provision, paragraph, or part of the Agreement directly involved, and the remainder of the Agreement shall remain in full force and effect.

9. **No Additional Benefits.** The settlement payments and/or Service Payments do not entitle Class Members to any additional compensation or benefits from Defendants under any policies, or compensation or benefits plans of the Defendants. The settlement payments and/or Service Payments shall not be claimed or utilized to calculate additional benefits under any benefit plans to which any Class Members may be eligible or may have been eligible, including, but not limited to: profit-sharing plans; bonus plans; 401(k) plans; stock purchase plans; vacation plans; sick leave plans; PTO plans; and any other benefit plan.

10. **No Waiver.** The failure to enforce at any time, or for any period of

time, any one or more of the terms of this Agreement shall not be a waiver of such terms or conditions. Moreover, it shall not be a waiver of such party's right thereafter to enforce each and every term and condition of this Agreement.

11. Public Statements. The Current FLSA Class Plaintiffs shall not make public statements regarding the Lawsuit, provided that after the Court enters an Order preliminarily approving this Agreement, the Current FLSA Class Plaintiffs may then refer to this Agreement in a public manner.

12. Authority. Each signatory on behalf of Plaintiffs and Defendants represents and warrants that such party has full authority and power to make the releases and agreements contained in this Agreement. Each signatory further represents and warrants that such party has not assigned, encumbered, or in any manner transferred all or a portion of the claims covered by the releases and agreements contained herein. As of the close of the period for post-marked or auto-signed consent forms to opt-in to the FLSA Class, and the fifteen (15) business day period for late received consents to be received by the Settlement Claims Administrator, or to opt-out of the Rule 23 Class, Class Members represent and warrant that nothing which would otherwise be released under this Agreement has been assigned, transferred or purportedly assigned or transferred to any person or entity, including any claim or interest, or portion of any claim or interest, in this Lawsuit.


13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement

and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means will constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means will be deemed to be their original signatures for any purpose whatsoever.

The undersigned Parties hereby accept the terms of Settlement as stated herein:

SETTLEMENT CLASS REPRESENTATIVES

Date: 7/18/16

By: 
Printed Name: Peter Babb

Date: _____

By: _____
Printed Name: Johnny Garrison

Date: _____

By: _____
Printed Name: James Hart

Date: _____

By: _____
Printed Name: Michael Walters

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The undersigned Parties hereby accept the terms of Settlement as stated herein:

SETTLEMENT CLASS REPRESENTATIVES

Date: _____

By: _____

Printed Name: Peter Babb

Date: 2-17-16

By: [Signature]

Printed Name: Johnny

Garrison

Date: _____

By: _____

Printed

Name:

James Hart

Date: _____

By: _____

Printed Name:

Michael

Walters

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The undersigned Parties hereby accept the terms of Settlement as stated herein:

SETTLEMENT CLASS REPRESENTATIVES

Date: _____

By: _____

Printed Name: Peter Babb

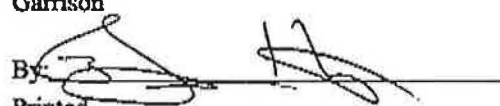
Date: _____

By: _____

Printed Name: Johnny Garrison

Date: 02/22/2016

Date: _____

By:  _____

Printed

Name:

James Hart

Date: _____

By: _____

Printed Name:

Michael

Walters

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SETTLEMENT CLASS REPRESENTATIVES

Date: _____

By: _____

Printed Name: Peter Babb

Date: _____

By: _____

Printed Name: Johnny
Garrison

Date: _____

By: _____

Printed
Name:
James Hart

Date: 2-19-16

By: 

Printed Name:
Michael
Walters

Date: 2/10/16

By: JWO
On behalf of all Defendants

Title: ASSOCIATE GENERAL COUNSEL

Reviewed and approved by counsel:

Smolen Smolen & Roytman, PLLC

By: _____

David A. Warta
Class Counsel

McAfee & Taft A Professional Corporation

By: _____

Tony G. Puckett
Defendants' Lead Counsel