

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

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In re: : Chapter 11  
: :  
SUPERIOR ENERGY SERVICES, INC., *et al.*,<sup>1</sup> : Case No. 20-35812 (DRJ)  
: :  
Reorganized Debtors. : (Jointly Administered)  
: :  
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**REORGANIZED DEBTORS' MOTION TO ESTIMATE  
PROOF OF CLAIM NO. 468 (BRAZIEL LAW OFFICES, P.C.)**

**If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this motion was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.**

The above-captioned reorganized debtors (collectively, the “**Debtors**” or “**Reorganized Debtors**,” as applicable) respectfully state the following in support of this motion to estimate certain claims (this “**Motion**”):

**RELIEF REQUESTED**

1. By this Motion, the Reorganized Debtors seek entry of an order (the “**Order**”) estimating Proof of Claim No. 468 (the “**Braziel Law Claim**”) filed by Braziel Law Offices, P.C.

<sup>1</sup> The Reorganized Debtors in these cases, along with the last four digits of each Reorganized Debtor’s federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), and Workstrings International, L.L.C. (0390). The Reorganized Debtors’ address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.



(the “**Braziel Law Firm**”) in the amount of \$0.00 for purposes of allowance and distribution under the Plan. A copy of the Braziel Law Claim is attached here as **Exhibit A**. The Braziel Law Claim is contingent, and failure to estimate this claim will unduly delay administration of this proceeding because, absent estimation, distributions under the Plan cannot be finalized and made to creditors of Superior Energy Services, Inc. (the “**Parent**”). Further, while filed only against the Parent, Reorganized Debtor Warrior Energy Services Corporation (“**Warrior**”) is jointly liable with the Parent on the Braziel Law Claim. As a result, estimation of the Braziel Law Claim will not prejudice the Braziel Law Firm because claims against Reorganized Debtors other than the Parent are unimpaired under the Plan.

#### **JURISDICTION AND VENUE**

2. The United States Bankruptcy Court for the Southern District of Texas (the “**Court**”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157, and this Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are sections 105(a) and 502(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”), rule 3007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), rule 3007-1(b) of the Bankruptcy Local Rules for the Southern District of Texas, and the Procedures for Complex Cases in the Southern District of Texas.

#### **BACKGROUND**

4. On December 7, 2020 (the “**Petition Date**”), the Debtors filed voluntary petitions for relief in this Court commencing cases (the “**Chapter 11 Cases**”) under chapter 11 of the Bankruptcy Code. The factual background regarding the Debtors, including their business

operations, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases, is set forth in detail in the *Declaration of Westervelt T. Ballard, Jr., Chief Financial Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 8] (the “**First Day Declaration**”), filed on the Petition Date.

5. On January 15, 2021, the Debtors filed their *First Amended Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 263] (as may be amended, modified, or supplemented, the “**Plan**”).<sup>2</sup> On January 19, 2021, the Court entered the *Order (I) Approving Disclosure Statement and (II) Confirming First Amended Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 289] (the “**Confirmation Order**”). The Plan provides that the Reorganized Debtors are authorized to object to scheduled claims and proofs of claim and interests.<sup>3</sup> On February 2, 2021, the Plan was substantially consummated, and the Effective Date (as defined in the Plan) occurred.<sup>4</sup>

6. On the Petition Date, Debtor Superior Energy Services, Inc. (the “**Parent**”) filed its schedules of assets and liabilities (“**Schedules**”) and statements of financial affairs, pursuant to Bankruptcy Rule 1007.<sup>5</sup>

7. On December 8, 2020, the Court issued the *Order (I) Establishing (A) Bar Dates and (B) Related Procedures for Filing Proofs of Claim Against Superior Energy Services, Inc. and*

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<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the Plan.

<sup>3</sup> Plan Article VIII.

<sup>4</sup> See *Notice of Effective Date and Entry of Order Approving the Disclosure Statement and Confirming the First Amended Joint Prepackaged Plan of Reorganization for Superior Energy Services, Inc. and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 317].

<sup>5</sup> See Docket Nos. 24 & 25.

(II) *Approving the Form and Manner of Notice Thereof* [Docket No. 88] (the “**Bar Date Order**”) pursuant to which the Court, among other things, established January 7, 2021 at 5:00 p.m. (Prevailing Central Time) (the “**Parent Bar Date**”), as the deadline for all non-governmental entities<sup>6</sup> holding or wishing to assert a “claim” (as defined in section 101(5) of the Bankruptcy Code).

8. As set forth in the Bar Date Order and the Plan, a proof of claim was only required to be filed for claims against the Parent. All general unsecured claims against Reorganized Debtors other than the Parent are unimpaired under the Plan. The Plan provides that “[t]he legal, equitable, and contractual rights of the holders” of such claims were unaltered by the Plan.<sup>7</sup> The Plan further provides that all Holders of Claims (other than Holders of Claims against the Parent) “shall not be required to File a proof of Claim, and no such parties should File a proof of Claim.”<sup>8</sup>

#### **THE BRAZIEL LAW CLAIM**

9. The Braziel Law Claim asserts a claim against the Parent based on a settlement agreement among the Parent, Warrior, and certain clients of the Braziel Law Firm in litigation captioned *Valdez et al. v. Superior Energy Services, Inc.*, Case No. 2:15-cv-0144, in the United States District Court for the Southern District of Texas (the “**Braziel Litigation**”). The Braziel Law Claim seeks \$1,047,237 on account of attorneys’ fees owed to the Braziel Law Firm under the settlement agreement.

10. While the Reorganized Debtors do not dispute the amount of the Braziel Law Claim, the district court in the Braziel Litigation declined to approve the attorneys’ fees portion of

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<sup>6</sup> The deadline for all governmental units asserting a “claim” (as defined in section 101(5) of the Bankruptcy Code) against the Parent that arose on or prior to the Petition Date to file written proof of such claim was June 7, 2021 at 5:00 p.m. (prevailing Central Time) (together with the Parent Bar Date, the “**Bar Dates**”).

<sup>7</sup> Plan Art. III.B.8

<sup>8</sup> *Id.* Art. VIII.A.4.

the settlement. As a result, the Braziel Law Firm appealed that decision to the United States Court of Appeals for the Fifth Circuit. That appeal is currently pending under Case No. 20-40182. The appeal is fully briefed and oral argument was held on June 15, 2021. However, it is unclear when a decision will be issued by the court.

11. By this Motion, the Reorganized Debtors request that the Braziel Law Claim be estimated at the amount of \$0.00 (the “**Estimated Amount**”) for purposes of allowance and distribution under the Plan. The Reorganized Debtors request that the Estimated Amount be the amount used to determine the Braziel Law Firm’s distribution on account of its Class 6 General Unsecured Claims Against Parent.

12. The Reorganized Debtors further request that the Braziel Law Claim be estimated in the Estimated Amount without enlarging or otherwise altering any parties’ rights in the Braziel Litigation and without any evidentiary, precedential, estoppel, or other impact in such litigation. Except as explicitly set forth herein, nothing herein shall constitute admissions regarding liability on, or the validity of, the Braziel Law Claim, or recognitions of actual amounts owed. The Estimated Amount is proposed solely to complete the claims administration and to facilitate distributions to unsecured creditors in, and the closing of, these chapter 11 cases. Thus, the Estimated Amount does not represent, and should not be construed as, an estimate regarding amounts of potential liability on account of the Braziel Law Claim.

13. For the avoidance of doubt, the relief sought herein is without prejudice to the Braziel Law Firm’s rights to pursue the Braziel Law Claim against any Reorganized Debtor other than the Parent, including Warrior. The Estimated Amount shall apply solely to the Braziel Law Claim asserted against the Parent in these bankruptcy cases.

14. Accordingly, the Reorganized Debtors request that the Court enter the Order estimating the Braziel Law Claim in the Estimated Amount. As noted above, claims against Reorganized Debtors other than the Parent are unimpaired under the Plan. Estimation of the Braziel Law Claim will therefore not prejudice the Braziel Law Firm or otherwise prevent it from pursuing its claim against Warrior in the event the Fifth Circuit rules in its favor in the appeal.

#### **BASIS FOR RELIEF**

15. Section 502(c) of the Bankruptcy Code provides for the estimation of “any contingent or unliquidated claim, the fixing or liquidation of which, as the case may be, would unduly delay the administration of the case.”<sup>9</sup> This section is “is designed to avoid the need to await the resolution of outside lawsuits to determine issues of liability or amount owed” and “promote a fair distribution to creditors through a realistic assessment of uncertain claims.”<sup>10</sup> Courts have considerable discretion to estimate the amount of a claim consistent with the Bankruptcy Code and applicable law.<sup>11</sup>

16. Here, estimation of the Braziel Law Claim is appropriate because allowance of the Braziel Law Claim is contingent upon a ruling from the Fifth Circuit, and it may take several months before such ruling is issued. As result, failure to estimate this contingent claim would unduly delay administration of this case.

17. The Braziel Law Claim is one of the few remaining claims left to be reconciled before the Parent can make the final distributions to unsecured creditors and close its case. Under the terms of the Plan, Class 6 General Unsecured Claims Against Parent are entitled to their pro

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<sup>9</sup> 11 U.S.C. § 502(c)(1).

<sup>10</sup> *First City Beaumont v. Durkay (In re Ford)*, 967 F.2d 1047, 1053 (5th Cir. 1992).

<sup>11</sup> *Addison v. Langston (In re Brints Cotton Mktg., Inc.)*, 737 F.2d 1338, 1341 (5th Cir. 1984); *In re Armstrong World Indus., Inc.*, 348 B.R. 111, 123 (D. Del. 2006).

rata share of the Parent GUC Recovery Cash Pool. Before the Parent can make those distributions, all contingent claims, including the Braziel Law Claim, must first be resolved.

18. The Reorganized Debtors have been diligently working to reconcile and liquidate all the Class 6 claims. Before the Braziel Law Claim can be allowed, however, the Reorganized Debtors must wait for a ruling from the Fifth Circuit. To facilitate the claims resolution process, the Reorganized Debtors have attempted to resolve the Braziel Law Claim with the Braziel Law Firm. Unfortunately, those efforts were unsuccessful. Absent estimation of the Braziel Law Claim, the Reorganized Debtors will be forced to wait until the Fifth Circuit issues its decision before knowing whether the Braziel Law Claim will be allowed. In the meantime, the Parent will be unable to make distributions to holders of allowed claims and will continue to incur the costs of administration of its estate.

19. The Estimated Amount is appropriate in this case because Warrior is jointly liable with the Parent on the Braziel Law Claim, and claims against Warrior are unimpaired under the Plan. If and when the Fifth Circuit issues its ruling approving the attorneys' fees portion of the settlement in the Braziel Litigation, Warrior will be able to fully satisfy the Braziel Law Claim. As a claimant is only entitled to a single satisfaction in bankruptcy,<sup>12</sup> the Braziel Law Firm will not be prejudiced by estimation of its claim against the Parent in the Estimated Amount.

#### **RESERVATION OF RIGHTS**

20. This Motion is without prejudice to the rights of the Reorganized Debtors or any other party in interest to object to the Braziel Law Claim on any grounds whatsoever, and the Reorganized Debtors expressly reserve all substantive or procedural objections they may have.

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<sup>12</sup> See *Ivanhoe Building & Loan Assn. v. Orr*, 295 U.S. 243 (1935).

**WHEREFORE**, the Reorganized Debtors respectfully request that the Court enter the proposed Order, granting the relief requested herein and such other and further relief as may be just and proper.

Signed: October 28, 2021  
Houston, Texas

Respectfully Submitted,

/s/ Timothy A. ("Tad") Davidson II

Timothy A. ("Tad") Davidson II (TX Bar No. 24012503)

Ashley L. Harper (TX Bar No. 24065272)

Philip M. Guffy (TX Bar No. 24113705)

**HUNTON ANDREWS KURTH LLP**

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Houston, Texas 77002

Tel: 713-220-4200

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Email: taddavidson@HuntonAK.com

ashleyharper@HuntonAK.com

pguffy@HuntonAK.com

*Counsel for the Reorganized Debtors*

**CERTIFICATE OF SERVICE**

I certify that on October 28, 2021, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Timothy A. ("Tad") Davidson II

Timothy A. ("Tad") Davidson II



**Exhibit A**

**Brazier Law Claim**

**Fill in this information to identify the case:**

Debtor Superior Energy Services, Inc.

United States Bankruptcy Court for the: Southern District of Texas  
 (State)

Case number 20-35812

## Official Form 410 Proof of Claim

04/19

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>Braziel Law Offices, P.C.</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b> Braziel Law Offices, P.C. J. Derek Braziel 1910 Pacific Avenue Ste. 12000; Box 220 Dallas, TX 75201, United States  Contact phone <u>2147632077</u> Contact email <u>jdbraziel@l-b-law.com</u>	<b>Where should payments to the creditor be sent? (if different)</b>   Contact phone _____ Contact email _____  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6.	<b>Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____
7.	<b>How much is the claim?</b> \$ <u>1,047,237</u>	<b>Does this amount include interest or other charges?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	<b>What is the basis of the claim?</b> Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <u>Settlement Agreement in Valdez v. Superior Energy Services, Inc</u>	
9.	<b>Is all or part of the claim secured?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.  <b>Nature or property:</b> <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10.	<b>Is this claim based on a lease?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b>	\$ _____
11.	<b>Is this claim subject to a right of setoff?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	



## 12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No☐ Yes. Check all that apply:☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$13,650\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

## 13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

## Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.☒ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/08/2021  
MM / DD / YYYY

/s/J. Derek Braziel  
Signature

Print the name of the person who is completing and signing this claim:

Name J. Derek Braziel  
First name Middle name Last name

Title Shareholder

Company Braziel Law Offices, P.C.

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1910 Pacific Avenue, Ste. 12000; Box 220, Dallas, TX, 75201, United States

Contact phone 2147632077

Email jdbraziel@l-b-law.com



Case 20-35812 Document 511-1 Filed in TXSB on 10/28/21 Page 5 of 11  
KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 802-7207 | International (781) 575-2107

<b>Debtor:</b> 20-35812 - Superior Energy Services, Inc. <b>District:</b> Southern District of Texas, Houston Division		
<b>Creditor:</b> Braziel Law Offices, P.C. J. Derek Braziel 1910 Pacific Avenue Ste. 12000; Box 220 Dallas, TX, 75201 United States <b>Phone:</b> 2147632077 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> jdbraziel@l-b-law.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor Authorized agent	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Settlement Agreement in Valdez v. Superior Energy Services, Inc	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 1,047,237	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> J. Derek Braziel on 08-Jan-2021 12:30:03 a.m. Eastern Time <b>Title:</b> Shareholder <b>Company:</b> Braziel Law Offices, P.C.		
<b>Optional Signature Address:</b> J. Derek Braziel 1910 Pacific Avenue Ste. 12000; Box 220 Dallas, TX, 75201 United States <b>Telephone Number:</b> 2147632077 <b>Email:</b> jdbraziel@l-b-law.com		

## CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This is a Confidential Settlement Agreement ("Agreement") by and between Adan Valdez, Individually and on behalf of all others similarly situated ("Plaintiffs") and Superior Energy Services, Inc., and Warrior Energy Services Corporation d/b/a SPC Rentals ("Company"). Plaintiff and Company collectively are referred to herein as the "Parties" or singularly as a "Party."

WHEREAS, Plaintiff filed a lawsuit styled and numbered *Adan Valdez, Individually and on Behalf of All Others Similarly Situated v. Superior Energy Services, Inc., d/b/a SPC Rentals and Warrior Energy Services, Corp.*, Civil Action No. 2:15-CV-00144 in the United States District Court for the Southern District of Texas (the "Lawsuit");

WHEREAS, Company steadfastly denies any and all liability for the claims, demands, allegations, assertions, causes of action, disputes, and differences asserted, claimed, alleged, and made by Plaintiffs against Company in the Lawsuit; and

WHEREAS, there is a bona fide dispute between the parties concerning the hours they may have worked and the pay or overtime pay to which they may be entitled; and

WHEREAS, the Parties have decided to resolve any and all disputes or differences alleged in the Lawsuit, with the distinct understanding between the Parties that the settlement of such claims, demands, allegations, assertions, causes of action, disputes, and differences alleged in the Lawsuit: (a) does not constitute an admission of liability on the part of Company; (b) is made in compromise and settlement of disputed claims; and (c) is being made to avoid the expense and uncertainty of litigation.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, including the recitals set forth above and the Settlement Payment described in Paragraph 1 below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Payment. Company agrees to pay Plaintiffs the total gross settlement amount of \$2.6 Million Dollars (the "Settlement Payment") as follows:

a. \$1,537,763.00 of the Settlement Payment will be made to the individual Plaintiffs. Two checks shall be made payable to each individual Plaintiff in the amount identified on the Individual Plaintiff Payment List, which Plaintiffs' attorney will provide to Defendant prior to the execution of this Agreement. One-half of the payment to the Individual Plaintiffs represents settlement of that individual Plaintiff's claimed lost wages alleged in the Lawsuit and from which appropriate taxes will be withheld and for which Company will issue a form W-2; the other one-half represents settlement of all other claims by Plaintiff for damages and for which Company will issue Plaintiff a form 1099. The Company will pay its portion of all payroll taxes on the W-2, lost wage claims and such will not be deducted from the Settlement Payment.

b. Defendant will issue an additional check to Adan Valdez in the amount of \$15,000, as a service payment, reported on a Form 1099.

c. Additionally, to the extent that Defendant has been placed on notice that any of the individual Plaintiffs have outstanding child support or similar orders, such sums will be withheld from any amounts due to be paid to Plaintiffs pursuant to this Agreement. Plaintiffs will inform Defendant whether they have knowledge of any such outstanding orders.

d. One check shall be made payable to "Brazier Law Offices, PC" in the amount of \$1,047,237.00, which represents settlement of Plaintiffs' claim for attorneys' fees and costs and for which Company will issue a Form 1099.

e. Timing of Payments: Defendant will deliver all settlement checks to Plaintiff within 10 days of the execution of the Agreement, or 21 days after approval by the Court of the settlement, if required, whichever is later. Plaintiffs' attorney will retain these checks in his safe. Plaintiffs' attorney will release the checks to the individual Plaintiffs only upon the individual Plaintiffs providing (1) the signed Acknowledgment to Plaintiffs' attorney, (2) a signed W-4 form, and (3) a signed W-9 Form. Defendant does not have to issue a settlement check to any Plaintiff who does not provide current W-9 and W-4 forms to Defendant or who has not signed an Acknowledgment.

2. Dismissal. Plaintiffs agree to dismiss Plaintiffs' claims in the Lawsuit with prejudice to Plaintiffs' right to ever refile same, by filing an agreed motion or stipulation and corresponding order of dismissal with prejudice in the Lawsuit within three (3) business days of the delivery of the Settlement Payment, or to the extent required by the Court, the parties filing an appropriate Motion to Approve Settlement and seek such approval and dismissal of Plaintiffs' claims with prejudice, with due diligence.

3. Release of Claims. In consideration of the Settlement Payment, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Adan Valdez, on behalf of himself Individually and on behalf of all similarly situated individuals and all Plaintiffs, hereby knowingly, voluntarily, fully, finally, and completely SETTLES, RELEASES, AND FOREVER DISCHARGES Company, as well as its employees, attorneys, partners, agents, assigns, representatives, designees, insurers, plan administrators, parent companies, subsidiaries, affiliates, and other related persons or entities, including their predecessors, successors, and equity and asset purchasers, together with their respective officers, directors, members, managers, shareholders, partners (general and limited), agents, owners, legal representatives, servants, and employees, and the assigns, heirs, privies, predecessors, successors, and insurers of each such person or entity in their Plaintiff, corporate, or official capacities, (collectively, the "Company Releasees") from each and every grievance, administrative claim or proceeding, dispute, claim, demand, arbitration, controversy, action, or cause of action, of whatever kind, character, or nature, known or unknown, arising from, relating to, or connected with acts or omissions occurring at any time prior to and including the date Plaintiff executes this Agreement that in any way arise from, relate to, all wage and hour related claims, demands or suits, known or unknown, fixed or contingent, liquidated or unliquidated, whether asserted or not asserted in the Lawsuit, as of the date of this Agreement. This Agreement includes any and all wage and hour claims under New Mexico law. Additionally, Plaintiff Adan Valdez releases all claims which he may have against the Company arising prior to the date of execution of this Agreement.

a. Prior to having any settlement funds released to them, each individual Plaintiff will sign an agreed upon Acknowledgment which sets forth the amount of consideration being received by each individual Plaintiff, acknowledging the individual is subject to this Agreement, including its confidentiality obligations, and releasing their wage and hour claims against Defendant as set forth herein.

4. **Confidentiality.** a. Plaintiffs and Plaintiffs' attorneys and agents agree that all matters related to the settlement negotiations and this Agreement, including without limitation the terms and amount paid in settlement, are to remain strictly confidential and shall not be disclosed unless required by law or the judicial process, as explained below. The only statement that may be made by Plaintiffs or Plaintiffs' attorneys or agents with regard to the monetary consideration paid, the other terms of this Agreement, or the settlement negotiations surrounding this matter is, "The matter has been resolved," or words to that effect. Notwithstanding the foregoing restrictions, individual Plaintiffs may disclose the terms of the settlement to their spouse, tax and financial advisors, and attorneys, so long as such persons agree to be bound by the confidentiality terms of this Agreement, and to the IRS in response to an inquiry. If any Party sues to enforce the terms of this Agreement, that Party must file it under seal. If Plaintiff is served with a court order, subpoena, or other legal process that calls for disclosure of this Agreement, its terms, or Plaintiffs knowledge or purported knowledge of Company's employment practices, Plaintiff shall immediately provide Company with written notice thereof, sent to Larry Smith, Attorney for Company, Ogletree Deakins, 112 East Pecan Street, Suite 2700, San Antonio, TX 78205, 210-277-3620, larry.smith@ogletree.com, along with a copy of the order, subpoena, or other legal process. The breach of this paragraph shall not affect the continuing validity or enforceability of this Agreement.

b. Notwithstanding the foregoing, nothing in this Agreement or the release contained herein is intended to limit or impair Plaintiffs' right to file a charge with, or participate in an investigation or proceeding conducted by the EEOC, NLRB, or any other state, federal, or local administrative agency, or to receive from any such agency any amounts not related to Plaintiffs' wage-related claims that were related to this Lawsuit. Nothing herein is intended to be or will be construed to prevent, impede, or interfere with Plaintiffs' right to respond accurately and fully to any question, inquiry, or request for information regarding the Company or his or her employment with the Company when required by legal process, or from initiating communications directly with, or responding to any inquiry from, or providing truthful testimony and information to, any Federal, State, or other regulatory authority in the course of an investigation or proceeding authorized by law and carried out by such agency. Plaintiffs are not required to contact the Company regarding the subject matter of any such communications before they engage in such communications.

5. **Non-Disparagement.** Plaintiffs shall not make any disparaging remarks, verbally or in writing, including without limitation on the internet, or otherwise take any action that could reasonably be anticipated to cause damage to the reputation, goodwill, or business of any of the Company Releasees, or otherwise make remarks that may reflect negatively upon any of the Company Releasees. Notwithstanding the foregoing provision, Plaintiffs may testify truthfully. The breach of this paragraph shall not affect the continuing validity or enforceability of this Agreement.



6. Medical and Attorneys' Fees and Costs. Except as provided for in this Agreement, it is agreed and understood by the Parties that they shall be fully and solely responsible for paying directly, or otherwise satisfying, their own attorneys' fees, medical expenses, counseling or therapy expenses, costs (including court costs), and other expenses that have been incurred as a result of any and all claims, controversies, or causes of action arising out of or related to the Lawsuit or related proceedings.

7. Indemnification.

a. Plaintiffs agree to hold the Company Releasees harmless from and against, all further claims, cross-claims, third-party claims, demands, costs, complaints, obligations, causes of action, damages, judgments, liability, contribution, or indemnity related in any way to the allegations that were or could have been made by Plaintiff with respect to the claims and causes of action released as part of this Agreement.

b. Plaintiffs warrant that Plaintiffs are not relying on the judgment or advice of any of the Company Releasees, their counsel, or Plaintiffs' counsel concerning the tax consequences, if any, of this Agreement. Plaintiffs acknowledge that they are responsible for all taxes incurred as a result of the settlement payments they receive. Plaintiffs agree to indemnify Defendant to the extent any taxing authority requests or requires Defendant to pay any portion of any taxes Plaintiffs may owe for the settlement payments they receive.

8. No Admissions. This Agreement is not and shall not in any way be construed as an admission by any of the Company Releasees of any acts of liability or fault whatsoever with respect to Plaintiffs or any other person, or that Company violated any federal, state, or local law, or that Company's actions were unwarranted, discriminatory, retaliatory, or otherwise unlawful, and instead constitutes the good faith settlement of disputed and unresolved claims. Company specifically denies and disclaims any liability to Plaintiffs or any other person or entity and contends Plaintiffs' allegations are wholly without merit.

9. Non-Waiver. Any failure of Company to enforce its rights and privileges under this Agreement shall not be deemed to constitute waiver of any rights and privileges contained herein.

10. Entire Agreement. This Agreement supersedes any and all prior agreements, arrangements, or understandings between the Parties regarding the subject matter herein. The Parties acknowledge and agree that there have been no representations, promises, understandings, or agreements made by either Party as an inducement for the other Party to enter into this Agreement other than what are expressly set forth and contained in the terms of this Agreement. The Parties further agree that no evidence of prior promises, commitments, agreements, arrangements, or understandings, nor any oral statements of any kind, can be used to attempt to alter, amend, modify, or in any way change the written terms of this Agreement. Furthermore, the Parties cannot agree orally to alter, amend, modify, or in any way change the terms of this Agreement, and can make such alterations, amendments, modifications, or changes only in a written document that references this Agreement specifically and is signed by an authorized representative of each Party.

11. **No Assignment/Indemnity.** Plaintiffs hereby represent and warrant that they have not assigned, pledged, placed a lien upon, or otherwise in any manner sold or transferred, or purported to assign or transfer, either by instrument in writing or otherwise, any interest in any claim, demand, action, and/or cause of action Plaintiffs have or may have against any of the Company Releasees, and Plaintiffs agree to defend, indemnify, and hold harmless the Company Releasees against and from any and all injuries, harm, damages, costs, losses, expenses, and/or liability, including reasonable attorneys' fees and court costs, incurred as a result of any claims or demands that may hereafter be asserted against any of the Company Releasees by, through, or by virtue of an assignment or other transfer by Plaintiffs, including, without limitation, any lien on the proceeds of this settlement or any subrogation claim. Plaintiffs represent and warrant that they have made no assignment for the benefit of creditors and that Plaintiffs have not filed any bankruptcy proceeding.

12. **Governing Law: Jurisdiction and Venue.** This Agreement is made and entered into in the State of Texas and shall be construed and enforced under the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Texas. The normal rule of construction that ambiguities shall be construed against the drafter shall not be employed in the interpretation of this Agreement. The Parties agree that the sole and exclusive jurisdiction and venue for any disputes arising out of or related to this Agreement among any of the Parties, the Company Releasees, or any other person released hereby shall be in the state or federal courts sitting in Dallas County, Texas.

13. **Severability.** The Parties agree that the provisions of this Agreement are severable and that, if any clause or clauses are found to be unenforceable, the entire Agreement shall not fail, but shall be construed or enforced without any severed clauses in accordance with the terms of this Agreement.

14. **Counterparts.** This Agreement can be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument for the same effect as if all Parties hereto had signed the same signature page. A facsimile or e-mail copy of any Party's signature shall be deemed as legally binding as the original signature.

15. **Representations and Warranties.** The Parties represent and warrant that: (a) they have consulted with the respective counsel of their own choosing prior to executing this Agreement and are relying upon their own and their attorney's judgment, belief, and knowledge with respect to the terms and effect of this Agreement; (b) none of the Parties are relying on another Party, or another Party's attorneys, for any advice or counsel, whether same is legal, tax, or other advice; (c) the Parties have not been induced to enter this Agreement by a statement, action, or representation of any kind or character made by the persons or entities released under this Agreement, or any person or persons representing them, other than those expressly made in this Agreement; (d) the Parties are legally competent to execute this Agreement; (e) they have carefully read and understand this Agreement, and have executed it freely, voluntarily, and without duress; (f) they are fully and completely informed of the facts relating to the subject matter of this Agreement, the claims being compromised are disputed, and all enter into this Agreement voluntarily after having given careful and mature consideration of the making of this Agreement; (g) they fully understand and intend this Agreement to be a full, final, and complete resolution of all matters described herein; and (h) they have actual authority to execute this Agreement.

16. **Unclaimed Checks.** Plaintiffs' attorney will retain all unclaimed checks. If the unclaimed checks become stale and Plaintiffs' attorneys notify Defendant within 5 years of issuance of the checks that they have been claimed, Defendant will reissue such checks.

\_\_\_\_\_  
Adan Valdez, Individually and on behalf of  
All others similarly situated and all Plaintiffs

Date: \_\_\_\_\_

\_\_\_\_\_  
Company

By: Blaine D. Edwards

Its: Assistant General Counsel

Date: 5/23/2018

APPROVED AS TO FORM AND AS TO SUBSTANCE WHERE APPLICABLE:

\_\_\_\_\_  
J. Derek Brazier  
Attorney for Plaintiffs

\_\_\_\_\_  
Larry Smith  
Attorney for Company

Date: \_\_\_\_\_

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030979.000015

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

	X	
In re:	:	Chapter 11
	:	
SUPERIOR ENERGY SERVICES, INC., <i>et al.</i> , <sup>1</sup>	:	Case No. 20-35812 (DRJ)
	:	
Reorganized Debtors.	:	(Jointly Administered)
	:	
	X	

**ORDER GRANTING REORGANIZED DEBTORS' MOTION TO  
ESTIMATE PROOF OF CLAIM NO. 468 (BRAZIEL LAW OFFICES, P.C.)**  
[Relates to Docket No. \_\_]

Upon the motion (the “**Motion**”)<sup>2</sup> of the above-captioned reorganized debtors (collectively, the “**Reorganized Debtors**”) seeking entry of an order (this “**Order**”) estimating the Braziel Law Claim at \$0.00 (the “**Estimated Amount**”), as more fully set forth in the Motion; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that the Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and the Court

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<sup>1</sup> The Reorganized Debtors in these cases, along with the last four digits of each Reorganized Debtor’s federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), and Workstrings International, L.L.C. (0390). The Reorganized Debtors’ address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.

<sup>2</sup> Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Objection.

having reviewed the Motion; and all responses, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Braziel Law Claim is allowed as a Class 6 General Unsecured Claim Against Parent in the Estimated Amount and is otherwise disallowed.

2. The estimation of the Braziel Law Claim is without prejudice to the rights, defenses, and objections of the Reorganized Debtors to the merits of the Braziel Law Claim. The Estimated Amount does not constitute an admission regarding liability or validity of the Braziel Law Claim, or recognition of actual amounts owed. The Estimated Amount is solely to complete the claims administration and to facilitate distribution to unsecured creditors in, and the closing of, these chapter 11 cases. The Estimated Amount does not represent, and shall not be construed as or be deemed to be an estimate regarding amounts of potential liability for the Braziel Law Claim.

3. Nothing herein shall affect any claims held by the Braziel Law Firm against any Reorganized Debtor other than the Parent, including Warrior.

4. The entry of this Order is without prejudice to the Braziel Law Firm's ability to pursue the Braziel Law Claim against the Reorganized Debtors other than the Parent.

5. Kurtzman Carson Consultants LLC, as claims agent, is authorized and directed to update the claims register maintained in these chapter 11 cases to reflect the relief granted in this Order.

6. The Reorganized Debtors and Kurtzman Carson Consultants LLC are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

7. This Court shall retain exclusive jurisdiction to resolve any dispute arising from or related to this Order.

Signed: \_\_\_\_\_, 2021

\_\_\_\_\_  
DAVID R. JONES  
UNITED STATES BANKRUPTCY JUDGE