

IN THE DISTRICT COURT OF PITTSBURG COUNTY
STATE OF OKLAHOMA

RECEIVED AND FILED
IN DISTRICT COURT
PITTSBURG COUNTY, OKLA

APR 24 2018

BY CINDY LEUFORD CS
DEPUTY

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

Plaintiffs,

v.

RED MOUNTAIN ENERGY, LLC.;
RED MOUNTAIN OPERATING, LLC.;
CRESCENT CONSULTING, LLC.;
JIM BRODY BLAGG;
NATIONAL OILWELL VARCO, L.P.;
PATTERSON-UTI DRILLING COMPANY LLC;
AND PATTERSON-UTI ENERGY, INC.

Defendants

CASE NO.:

CJ-18-91

PLAINTIFFS' ORIGINAL PETITION

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

I. PARTIES

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

1.2 Defendant, Red Mountain Energy, LLC (hereinafter referred to as "Red Mountain"), is a domestic limited liability company, doing business, engaging in business, and transacting business in the State of Oklahoma, and may be served with process by serving its Oklahoma registered agent for service, Len Cason, 201 Robert S. Kerr Ave., Oklahoma City, OK 73102.

1.3 Defendant, Red Mountain Operating LLC (hereinafter referred to as "Red Mountain"), is a domestic limited liability company, doing business, engaging in business, and transacting business in the State of Oklahoma, and may be served with process by serving its Oklahoma registered agent for service, Koray Bakir, 5637 N. Classen Blvd., Oklahoma City, OK 73118.

1.4 Crescent Consulting, L.L.C., (hereinafter referred to as "CRESCENT"), is a domestic limited liability company, doing business, engaging in business, and transacting business in the State of Oklahoma, and may be served with process by serving its Oklahoma registered agent for service, Corporation Service Company, 10300 Greenbriar Place, Oklahoma City, OK 73159.

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

1.6 National Oilwell Varco, L.P., (hereinafter referred to as "NOV"), is a foreign limited partnership, doing business, engaging in business, and transacting Business in the State of Oklahoma, and may be served with process by serving its Oklahoma registered agent for service, The Corporation Company, 1833 S Morgan Rd., Oklahoma City, OK 73128.

1.7 Patterson-UTI Drilling Company LLC (hereinafter referred to as "Patterson"), is a foreign limited liability company, doing business, engaging in business, and transacting business in the State of Oklahoma, and having no registered agent for service in Oklahoma, may be served with process by serving its Texas registered agent for service, Capitol Corporate Services, Inc., 206 E 9th Street, Suite 1300, Austin, Texas 78701.

1.8 Patterson-UTI Energy, Inc. (hereinafter referred to as "Patterson"), is a foreign corporation, doing business, engaging in business, and transacting business in the State of Oklahoma, and having no registered agent for service in Oklahoma, may be served with process by serving its Texas registered agent for service, Capitol Corporate Services, Inc., 206 E 9th Street, Suite 1300, Austin, Texas 78701.

II. JURISDICTION AND VENUE

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

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

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

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

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

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

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

2.8 This is a wrongful death action resulting from the death of Josh Ray, pursuant to 12 O.S. §§ 1053-54. The explosion that took Mr. Ray's life occurred in Pittsburg County, Oklahoma, which falls within the jurisdiction of the District Court of Pittsburg County for the State of Oklahoma. As such venue is proper in this county pursuant to 12 O.S. § 134.

2.9 The amount in controversy exceeds Seventy-Five Thousand Dollars (\$75,000.00).

III. BACKGROUND FACTS

3.1 This suit arises out of yet another tragic preventable incident caused by irresponsible companies working in the oilfield who place money and profit over safety and human life. The owner/operator of Pryor Trust 0718 1H-9 Well was Red Mountain. As the owner/operator of the Well site in question, Red Mountain had the ultimate responsibility over all operations that relate in any way to carrying out their Well plan. With the sole intent of carrying out Red Mountain's Well plan, Red Mountain voluntarily entered into a Day Work contract with Patterson to drill the Well in question. Rather than transferring responsibility and control over the drilling operations to Patterson under a Turn Key contract, Red Mountain mandated the Well be drilled under a Day Work basis so that they would have complete control over ALL drilling operations. As such, Red Mountain entered into a drilling contract that expressly provided that the Well in question will be drilled under the direction, supervision and control of Red Mountain by and through its company men. Indeed, Red Mountain, further acknowledging its sole responsibility over directing, controlling and supervising all drilling operations, voluntarily agreed to be "solely responsible and assume liability for ALL consequences of operations by both parties." Accordingly,

despite Patterson's less than stellar safety record, Red Mountain was solely responsible for and, voluntarily, agreed to assume all liability for the drilling operations that resulted in the loss of 5 lives.

3.2 On January 22, 2018, Josh Ray was working on the Pryor Trust 0718 1H-9 Well, which was owned and operated by Red Mountain. As the owner and operator of this Well site location, Red Mountain was solely responsible for this Well's design and Drilling Program. Following the detailed instructions provided by Red Mountain and its company men, Patterson drilled to a depth of approximately 13,500 feet when it was instructed by Red Mountain and its company men to remove or pull ("Trip-Out") the entire assembly of pipe, its bottom-hole assembly ("BHA") and the Rock Bit ("Drill String") out of the Well. During the "Tripping-Out" operations, an uncontrolled release of gas occurred from the Well under substantial pressure. When the Well began to flow in an uncontrolled manner, and the natural gas was released from the Well, it mixed with oxygen in the atmosphere which then ignited causing an explosion and fire. Incredibly, the men who were at the location in charge of supervising and directing all drilling operations, Red Mountain's company men, were holding expired Well Control Certificates. Like their expired Well Control Certificates, Red Mountain failed to take necessary steps to control the Well. When the explosion occurred and the fire ensued, Mr. Ray was trapped in the Doghouse, a building located on the Rig Floor, unable to get out, he burned to death.

IV. CAUSES OF ACTION AGAINST RED MOUNTAIN

4.1 At the time of the incident in question, Red Mountain was the owner/operator of the Well in Pittsburg County, Oklahoma where the incident

occurred and had the right of control over all drilling activities. Red Mountain maintained and/or allowed a dangerous condition to exist on the premises. This dangerous condition posed an unreasonable risk of harm to Mr. Ray and the entire Patterson Drilling crew. Red Mountain knew or should have known of the danger and Red Mountain failed to exercise ordinary care to protect Mr. Ray from the danger by either warning Mr. Ray of the condition or by making the condition reasonably safe. Red Mountain failed to use ordinary care with respect to its conduct. Red Mountain failed to use that degree of care, which should be used by an owner or operator of ordinary prudence under the same or similar circumstances. Red Mountain was also negligent for failing to properly inspect and maintain its premises in a reasonably safe condition and for failing to properly train, instruct, and supervise its employees and/or agents. The negligence of Red Mountain, as described above, was a proximate cause of Mr. Ray's injuries and death.

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

4.3 The work being conducted on the Well site location was hazardous. In allowing work to be performed on the Well site without proper supervision, rules,

safety policies and procedures, Red Mountain breached its duty to provide rules and regulations for a worker's safety when the business is complex or hazardous or when the dangers incident to the work are not obvious. Further, the work being conducted was extremely hazardous and fraught with danger, therefore, constituted an ultra-hazardous activity. As such, Red Mountain is strictly liable for the injuries and death of Mr. Ray.

A. NEGLIGENCE, NEGLIGENCE PER SE AND GROSS NEGLIGENCE

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

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

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

B. PREMISE LIABILITY

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

make the condition reasonably safe. Red Mountain's breach of duty of ordinary care proximately caused the injuries and death of Mr. Ray, the physical pain and mental anguish he suffered, and the damages suffered by Plaintiffs.

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

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

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

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

E. RED MOUNTAIN FAILED TO SUPERVISE THE DRILLING OPERATIONS

4.8 Red Mountain was responsible for directing, supervising and controlling the drilling operations on the Well site in question. Despite this responsibility, Red Mountain failed to have any employees at the Well site location to supervise the drilling

operation. Red Mountain should have had properly trained employees on the location to properly supervise, direct and control drilling operations. Had Red Mountain abided by their contractual duty to supervise the drilling operations, they should have recognized the dangerous condition that existed on the drilling rig location.

F. RED MOUNTAIN FAILED TO PROVIDE RULES AND REGULATIONS

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

G. RED MOUNTAIN FAILED TO FURNISH SAFE INSTRUMENTALITIES

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

H. STRICT LIABILITY FOR ULTRAHAZARDOUS ACTIVITIES

4.11 The work being conducted at the Well site location was extremely hazardous and fraught with danger; and therefore, constituted an ultrahazardous activity under Oklahoma law. As such, Red Mountain is strictly liable for the injuries to Mr. Ray, the physical pain and mental anguish he suffered, his death and the damages suffered by Plaintiffs.

I. RED MOUNTAIN BREACHED THE SERVICE CONTRACT

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

J. RED MOUNTAIN IS NEGLIGENT FOR THE CONDUCT OF THE "COMPANY MEN"

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

V. CAUSES OF ACTION AGAINST CRESCENT CONSULTING, LLC

5.1 Crescent Consulting, LLC was negligent by and through their agent, servant, ostensible agent, agent by estoppel, or borrowed employee, Company Men, David Silcott, Andy Frey and Jim Brody Blagg who were acting within the course, scope, and authority of such agency relationship and who were acting on behalf of and for the benefit of Crescent Consulting. Thus, Crescent Consulting is vicariously responsible for the negligence of the Company Men, David Silcott, Andy Frey and Jim Brody Blagg based on the theory of *respondeat superior*.

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

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

A. NEGLIGENCE, NEGLIGENCE PER SE AND GROSS NEGLIGENCE

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

- Failing to ensure that the drilling operation was conducted in a safe and prudent manner;
- Failing to provide a safe work place;
- Failing to properly supervise the work being done at the time of the incident;
- Failing to ensure that the equipment being used in the drilling operation was working, was well maintained, in good working order, not defective and used properly;
- Allowing hazardous conditions to exist at the time of the incident;
- Failing to prepare a reasonably safe Well plan;
- Failing to ensure that all workers were properly trained;
- Failing to warn of a dangerous condition on the Well site;
- Failing to properly train its company men to supervise;
- Failing to ensure that its company men, who they placed in a position to control, direct and supervise the drilling operations, were properly trained and certified in Well control;
- Negligently hiring of contractors, employees, and companies to work on their Well site in question;

- Negligently allowing company men with no valid Well control certification to supervise, control and direct drilling operations;
- Failure to develop safety policies and procedures to be implemented on its Well site for the work to be performed;
- Failing to properly supervise the work being performed on the Well site in question;
- Failing to ensure that each company working on its site had a safety program, properly trained employees; and
- Failing to exercise appropriate stop work authority.

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

VI. CAUSES OF ACTION AGAINST JIM BRODY BLAGG

6.1 Defendant, Jim Brody Blagg, was the company man at the site on the date of the incident in question. As the company man, he was the eyes and ears of Red Mountain and would have the ultimate control and ultimate right to direct the day-to-day operations on the site. Jim Brody Blagg never exercised his stop work authority that would have prevented the incident in question. Further, Jim Brody Blagg never ensured that the work was being performed in accordance with industry standards or in accordance with Red Mountain's policies and procedures.

6.2 As a result of the above mentioned conduct and because of the items mentioned below, Jim Brody Blagg committed acts of omission and commission, which collectively and severally, constituted negligence, negligence per se, gross negligence, and recklessness which negligence, negligence per se, gross negligence and recklessness were a proximate cause of the injuries to Mr. Ray, the physical pain and mental anguish he suffered, his death, and the damages suffered by Plaintiffs.

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

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

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

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

A. NEGLIGENCE OF PATTERSON-UTI ENERGY, INC

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

8.2 UTI undertook to perform services that it knew or should have known were necessary for the protection of Well site activities. Such services include, but were not limited to (1) providing policies and procedures to protect the health and safety of all individuals affected by any activities engaged in by UTI; (2) drafting, implementing and enforcing proper JSAs for each activity that took place during the drilling operations; (3) providing adequate training to its own employees; (4) providing rules and regulations for a worker's safety when the business is complex or hazardous or when the dangers incident to the work are not obvious; and (5) directing, supervising and controlling the rental of tools and equipment and the operation of the other

contractors. UTI's negligence was a proximate cause of the injuries to Mr. Ray, the physical pain, mental anguish he suffered, his death, and the damages suffered by Plaintiffs.

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

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

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

8.5 In sharp contrast to what would become the Patterson-UTI 24/7 Safety Culture, Cloyce Talbott described Patterson-UTI's true core values in interviews given

to the Wall Street Journal in 2002 and 2005. Rather than safety, Mr. Talbott admitted that Patterson-UTI's actual core value was money:

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

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

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

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

A. JOSH RAY

9.1 Josh Ray was killed in the event in question. He also suffered severe and excruciating mental anguish and terror associated with the knowledge of his impending death and the devastation of leaving his wife a widow and his child without a father. These damage amounts exceed \$10,000.00 for which his estate is entitled to recover.

B. SURVIVING SPOUSE AND CHILDREN

9.2 As a result of the injuries to and death of Josh Ray, Sarah Ray, his

surviving spouse, has suffered all elements of damages in amounts which exceed \$10,000.00.

9.3 As a result of the injuries to and wrongful death of Josh Ray, his surviving minor child, A.R., has suffered all elements of damages in amounts which exceed \$10,000.00.

X. PRE-JUDGMENT AND POST-JUDGMENT INTEREST

10.1 Plaintiffs seek pre-judgment and post-judgment interest as allowed by law.

XI. JURY DEMAND

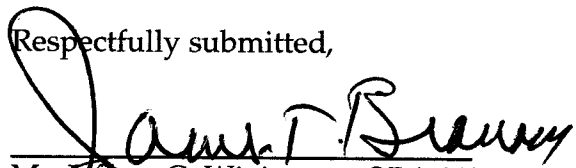
11.1 Plaintiffs request a trial by jury.

XII. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that Defendants be cited to appear and answer herein, that this cause be set for trial before a jury, that Plaintiffs recover judgment of and from the Defendants for their actual damages in such amount as the evidence may show and the jury may determine to be proper, together with pre-judgment interest, post-judgment interest, costs of suit, and such other and further relief to which they may show themselves to be justly entitled.

Respectfully submitted,

By:



Mr. Jeffrey G. Wigington, OBA 20579

jwigington@wigrum.com

Mr. David L. Rumley, (PHV pending)

Texas Bar No. 00791581

drumley@wigrum.com

WIGINGTON RUMLEY DUNN & BLAIR, L.L.P.

123 N. Carrizo Street

Corpus Christi, TX 78401

Telephone: (361) 885-7500

Facsimile: (361) 885-0487

Mr. John Halepaska
Colorado State Bar No. 28653
john@halepaskalaw.com
The Law Offices of John Halepaska
113 Ardmore Street
Castle Rock, CO 80104
Telephone: (720) 499-9291
Facsimile: (303) 496-0194

AND

Mr. James T. Branam, OBA 1063
jtbranam@hotmail.com
Law Office of James T. Branam, PLLC
115 West Main Street – Post Office Box 39
Antlers, Oklahoma 74523
Telephone: (580) 298-5082
Facsimile: (580) 298-2605

ATTORNEYS FOR PLAINTIFFS

**ATTORNEYS' LIEN CLAIMED
JURY TRIAL DEMANDED**