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?**

Baker and Hostetler, LLP
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?**

☑ No
☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Baker and Hostetler, LLP
Attn: Andrew Layden
200 South Orange Avenue, Suite 2300
Orlando, Florida 32801, USA

Contact phone 407-649-4070
Contact email alayden@bakerlaw.com

Where should payments to the creditor be sent? (if different)

Baker and Hostetler, LLP
Attn: Matthew Caligur
811 Main Street, Suite 1100
Houston, Texas 77002, USA

Contact phone 713-646-1355
Contact email mcaligur@bakerlaw.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?**

☑ No
☐ 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?**

☑ No
☐ Yes. Who made the earlier filing?

20358122101070000000000003

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

6. **Do you have any number you use to identify the debtor?**

☐ No

☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 6335

7. **How much is the claim?** $ Unliquidated. **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

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.

See summary page

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

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.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

20358122101070000000000003

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:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ 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 01/07/2021
MM / DD / YYYY

/s/Matthew W. Caligur
Signature

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

Name: Matthew W. Caligur
First name Middle name Last name

Title: Partner

Company: Baker and Hostetler, LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

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

Debtor:
20-35812 - Superior Energy Services, Inc.
District:
Southern District of Texas, Houston Division

Creditor:
Baker and Hostetler, LLP
Attn: Andrew Layden
200 South Orange Avenue, Suite 2300

Orlando, Florida, 32801
USA
Phone:
407-649-4070
Phone 2:
Fax:
Email:
alayden@bakerlaw.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Authorized agent

Disbursement/Notice Parties:
Baker and Hostetler, LLP
Attn: Matthew Caligur
811 Main Street, Suite 1100

Houston, Texas, 77002
USA
Phone:
713-646-1355
Phone 2:
Fax:
E-mail:
mcaligur@bakerlaw.com
DISBURSEMENT ADDRESS

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Amended contingency fee services agreement effective July 21, 2017 - see attachment

Last 4 Digits:
Yes - 6335

Uniform Claim Identifier:

Total Amount of Claim:
Unliquidated

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Matthew W. Caligur on 07-Jan-2021 10:06:24 a.m. Eastern Time
Title:
Partner
Company:
Baker and Hostetler, LLP

VN: 323E0DBB131BFE3FD2B603BE198C6677

ATTACHMENT TO PROOF OF CLAIM

Baker & Hostetler, LLP submits this explanatory statement to the attached proof of claim ("Proof of Claim") against Superior Energy Services, Inc. (the "Debtor") and, in support thereof, states as follows in support:

I. Notice Related to This Claim:

All notices relating to this claim must be served on the following parties:

Baker & Hostetler, LLP
Attn: Andrew Layden, Esq.
200 S. Orange Avenue, Suite 2300
Orlando, Florida 32801

II. Nature of Claims

On September 21, 2017, Superior Energy Services, Inc., Stabil Drill Specialties, L.L.C., SESI, L.L.C (collectively, the "Clients") and the law firms of Baker & Hostetler, LLP ("Baker") and Baker & McKenzie LLP ("BM") executed an Amended Attorney Contingent Fee Services Agreement ("Agreement"). The Agreement contemplated Baker and BM represent the Clients in connection with a lawsuit styled *Superior Energy Services, Inc. et al. v. Christopher J. Russo et al.*, Cause No. 2016-24818, in the 295th Judicial District Court, Harris County, Texas (the "Litigation"). A final judgment was entered in favor of Stabil Drill Specialties, L.L.C. in the amount of $77,196,417.19 (the "Judgment"). A copy of the Judgment is attached as **Exhibit 1.** The Judgment is currently on appeal. This Proof of Claim is being filed as an unliquidated claim for the attorneys' fees owed or to be owed under the Agreement.

III. Reservation of Rights

The filing of this Proof of Claim shall not constitute: (a) a waiver or release by Baker of any rights or remedies it has against the Debtor or any other person or property; (b) a waiver by Baker of the right to contest the jurisdiction of this Court with respect to the subject matter of the

claim asserted in this Proof of Claim, any objection or other proceeding with respect thereto, or any other proceeding commenced in this case against or otherwise involving Baker; (c) a waiver of the right to move to withdraw the jurisdictional reference, or otherwise challenge the jurisdiction of this Court; (d) a waiver of the right to assert a different or enhanced claim, or classification of priority or security with respect to any such claims so asserted; (e) an election of remedies or choice of law; or (f) a waiver of any right to trial by jury that Baker may have in any civil proceeding relating to the facts and circumstances referenced herein. For the avoidance of doubt, Baker reserves any and all rights against parties other than the Debtor.

To the extent Baker has equitable rights, including without limitation, the rights of recoupment, setoff, or subrogation, all such rights are expressly asserted hereby, and Baker reserves all of its rights and preserves all defenses in connection therewith.

Baker reserves the right to amend, modify, or supplement this Proof of Claim and to file proofs of claim for additional claims that may be based on the respective rights and obligations arising under the relationship described herein or related to the events and circumstances referenced herein. Additionally, Baker reserves the right to attach or produce additional documentation supporting its claims and additional documents that may become available after further investigation and discovery.

EXHIBIT 1- JUDGMENT

FILED
Marilyn Burgess
District Clerk
Time: NOV 18 2019
By Harris County, Texas Deputy

CAUSE NO. 2016-24818

SUPERIOR ENERGY SERVICES, INC., STABIL DRILL SPECIALTIES, L.L.C., and SESI, L.L.C. *Plaintiffs*,	§	IN THE DISTRICT COURT
v.	§	OF HARRIS COUNTY, TEXAS
CHRISTOPHER J. RUSSO, MARTIN A. LEBLANC, ET AL., *Defendants*.	§	295th JUDICIAL DISTRICT

f. ole
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SECOND AMENDED FINAL JUDGMENT

The Court previously signed a Final Judgment in this case on April 9, 2019. The Court vacated the Final Judgment on June 21, 2019, and entered its Amended Final Judgment. The Court vacated the Amended Final Judgment on September 3, 2019. The Court hereby enters this Second Amended Final Judgment as follows:

On October 22, 2018, the Court commenced trial in this case. Plaintiffs Superior Energy Services, Inc., Stabil Drill Specialties, LLC ("Stabil Drill"), and SESI, LLC (collectively, "Plaintiffs") and Defendants Christopher J. Russo ("Russo"); Triple RRR Investments, L.L.C.; Gulf Coast Wireline, L.L.C.; Longhorn Bits, L.L.C.; Prime 337, L.L.C.; Russo Energy, L.L.C.; Russo Exploration, L.L.C.; Cole Joseph Russo Trust; Martin A. LeBlanc ("LeBlanc"); Shorty's Outdoor Adventures, L.L.C.; LeBlanc Real Estate Investments, L.L.C.; Perry McGraw appeared in person and/or by attorney of record and announced ready for trial. A jury consisting of twelve qualified jurors, having previously been demanded, was duly impaneled and sworn in by the Court. The case proceeded to trial and the jury heard the evidence and arguments of counsel. On December 5, 2018, the jury returned a unanimous verdict in favor of Stabil Drill on all questions submitted to them.

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RECORDER'S MEMORIANDUM
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The Court previously found that Russo and LeBlanc owed fiduciary duties to Stabil Drill as a matter of law. Having reviewed the verdict, the pleadings, the record, and the evidence at trial, the Court further finds that Russo's and LeBlanc's breaches of fiduciary duty were clear and serious and that disgorgement of net profits is fair, equitable, and just in this case in the amounts found by the jury at trial.

The jury found in its unanimous verdict that Russo and LeBlanc failed to comply with the fiduciary duty that each owed to Stabil Drill, and the jury further found that Stabil Drill incurred damages as a result of their failure to comply with the fiduciary duty that each owed. The jury further found that Russo received net profits of $27,728,000 and that LeBlanc received net profits of $3,470,586 from the transactions for which the jury found they failed to comply with the fiduciary duty each owed. The jury also found that Russo and LeBlanc committed fraud against Stabil Drill by making material misrepresentations and/or by failing to disclose material information when they had a duty to make such disclosure. The jury further found that Stabil Drill suffered injury as a result of such fraud. The jury further found that Russo and LeBlanc conspired to commit fraud against Stabil Drill. The jury also found that Russo was the alter ego of and responsible for the conduct of Triple RRR Investments, L.L.C.; Longhorn Bits, L.L.C.; Gulf Coast Wireline, L.L.C.; Prime 337, L.L.C.; Russo Energy, L.L.C.; and Russo Exploration, L.L.C. The jury further found that LeBlanc was the alter ego of and responsible for the conduct of Shorty's Outdoor, L.L.C. and LeBlanc Real Estate Investments, L.L.C. The jury also found that Russo and LeBlanc misappropriated Stabil Drill's trade secret in the design of the drill string vibrator and further found that such misappropriation caused damages to Stabil Drill. The jury found damages for each of these causes of action in amounts set forth in their verdict.

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The Court received, accepted, filed, and entered of record the jury's unanimous verdict attached hereto as Attachment A. The jury verdict, and all findings therein, is incorporated by reference into this final judgment for all purposes.

The Court has also received the Confession of Judgment of Defendant Perry McGraw filed on December 13, 2018. Having reviewed the Confession of Judgment, the Court finds that it is duly executed in accordance with Texas Rule of Civil Procedure 314 and, therefore, accepts such Confession of Judgment and incorporates the Confession of Judgment herein for all purposes.

The Court has also concluded that there has been no finding of liability against Triple RRR Investments, L.L.C.; Gulf Coast Wireline, L.L.C.; Longhorn Bits, L.L.C.; Prime 337, L.L.C.; Russo Energy, L.L.C.; and Russo Exploration, L.L.C.; and therefore, ORDERS that Stabil Drill take nothing against Triple RRR Investments, L.L.C.; Gulf Coast Wireline, L.L.C.; Longhorn Bits, L.L.C.; Prime 337, L.L.C.; Russo Energy, L.L.C.; and Russo Exploration, L.L.C.

The Court has also concluded that there has been no finding of liability against Shorty's Outdoor Adventures, L.L.C. and LeBlanc Real Estate Investments, L.L.C, and therefore, ORDERS, that Stabil Drill take nothing against Shorty's Outdoor Adventures, L.L.C. and LeBlanc Real Estate Investments, L.L.C.

The Court also previously granted a directed verdict in favor of Defendant Cole Joseph Russo Trust and, therefore, ORDERS that Stabil Drill take nothing against the Cole Joseph Russo Trust.

The Court further RENDERS judgment in favor of Stabil Drill. The Court, therefore, ORDERS, ADJUDGES, DECREES, and DECLARES that Stabil Drill recover as follows:

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a) The sum of $27,728,000 from Christopher J. Russo as disgorgement of net profits; and

b) The sum of $3,470,586 from Martin A. LeBlanc as disgorgement of net profits; and

c) The sum of $23,745,435 as actual damages against Christopher J. Russo; and

d) The sum of $7,092,792 as actual damages against Martin A. LeBlanc; and

e) The sum of $4,457,148.26 as prejudgment interest on actual damages against Christopher J. Russo calculated as simple interest at the rate of 5.25 percent from April 19, 2016, through November 14, 2019, the day before this Second Amended Final Judgment; and

f) The sum of $5,204,697.53 as prejudgment interest on disgorgement of net profits against Christopher J. Russo, calculated as simple interest at the rate of 5.25 percent from April 19, 2016, through November 14, 2019, the day before this Second Amended Final Judgment; and

g) The sum of $1,331,355.92 as prejudgment interest on actual damages against Martin A. LeBlanc calculated as simple interest at the rate of 5.25 percent from April 19, 2016, through November 14, 2019, the day before this Second Amended Final Judgment; and

h) The sum of $651,448.01 as prejudgment interest on disgorgement of net profits against Martin A. LeBlanc, calculated as simple interest at the rate of 5.25 percent from April 19, 2016, through November 14, 2019, the day before this Second Amended Final Judgment; and

i) The sum of $50,000 as damages against Perry McGraw in accordance with his Confession of Judgment; and

j) All costs of Court as provided for by Tex. R. Civ. P. 131, *et seq.* and Texas law against the Defendants; and

k) Postjudgment interest on all of the monetary sums awarded Stabil Drill Specialties, L.L.C. herein at the rate of 5.25 percent, compounded annually, from and after the date of this judgment until it is satisfied.

It is ORDERED that all relief not expressly granted herein is DENIED. It is further ORDERED that this judgment is immediately enforceable and all writs and processes necessary or appropriate for the enforcement or collection of this judgment may issue as necessary.

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This judgment is final, disposes of all claims and all parties, and is appealable.

SIGNED this the 15th day of November, 2019.

Caroline Baker

The Honorable Caroline E. Baker
Presiding Judge

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EXHIBIT A

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FILED
Chris Daniel
District Clerk
DEC 05 2018
Time:
Harris County, Texas
By
Deputy

CAUSE NO. 2016-24818

SUPERIOR ENERGY SERVICES, INC., STABIL DRILL SPECIALTIES, L.L.C., and SESI, L.L.C Plaintiffs,	§	IN THE DISTRICT COURT OF
v.	§	HARRIS COUNTY, TEXAS
CHRISTOPHER J. RUSSO, MARTIN A. LEBLANC, ET AL., Defendants.	§	295TH JUDICIAL DISTRICT

THE CHARGE OF THE COURT TO THE JURY

LADIES AND GENTLEMEN OF THE JURY:

After the closing arguments, you will go to the jury room to decide the case, answer the questions that are attached, and reach a verdict. You may discuss the case with other jurors only when you are all together in the jury room.

Remember my previous instructions: Do not discuss the case with anyone else, either in person or by any other means. Do not do any independent investigation about the case or conduct any research. Do not look up any words in dictionaries or on the Internet. Do not post information about the case on the Internet. Do not share any special knowledge or experiences with the other jurors. Do not use your phone or any other electronic device during your deliberations for any reason. I will give you a number where others may contact you in case of an emergency.

Any notes you have taken are for your own personal use. You may take your notes back into the jury room and consult them during deliberations, but do not show or read your notes to your fellow jurors during your deliberations. Your notes are not evidence. Each of you should rely on your independent recollection of the evidence and not be influenced by the fact that another juror has or has not taken notes.

You must leave your notes with the bailiff when you are not deliberating. The bailiff will give your notes to me promptly after collecting them from you. I will make sure your notes are kept in a safe, secure location and not disclosed to anyone.

RECORDER'S MEMORANDUM
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at the time of imaging

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After you complete your deliberations, the bailiff will collect your notes. When you are released from jury duty, the bailiff will promptly destroy your notes so that nobody can read what you wrote.

Here are the instructions for answering the questions:

1. Do not let bias, prejudice, or sympathy play any part in your decision.

2. Base your answers only on the evidence admitted in court and on the law that is in these instructions and questions. Do not consider or discuss any evidence that was not admitted in the courtroom.

3. You are to make up your own minds about the facts. You are the sole judges of the credibility of the witnesses and the weight to give their testimony. That is, you may believe all, any part, or none of the testimony of any witnesses you have heard in this case. But on matters of law, you must follow all of my instructions.

4. If my instructions use a word in a way that is different from its ordinary meaning, use the meaning I give you, which will be a proper legal definition.

5. All the questions and answers are important. No one should say that any question or answer is not important.

6. Answer "yes" or "no" to all questions unless you are told otherwise. A "yes" answer must be based on a preponderance of the evidence unless you are told otherwise. Whenever a question requires an answer other than "yes" or "no," your answer must be based on a preponderance of the evidence unless you are told otherwise.

   The term "preponderance of the evidence" means the greater weight of credible evidence presented in this case. If you do not find that a preponderance of the evidence supports a "yes" answer, then answer "no." A preponderance of the evidence is not measured by the number of witnesses or by the number of documents admitted in evidence. For a fact to be proved by a preponderance of the evidence, you must find that the fact is more likely true than not true.

   A fact may be established by direct evidence or by circumstantial evidence or both. A fact is established by direct evidence when proved by documentary

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evidence or by witnesses who saw the act done or heard the words spoken. A fact is established by circumstantial evidence when it may be fairly and reasonably inferred from other facts proved.

7. Do not decide who you think should win before you answer the questions and then just answer the questions to match your decision. Answer each question carefully without considering who will win. Do not discuss or consider the effect your answers will have.

8. Do not answer questions by drawing straws or by any method of chance.

9. Some questions might ask you for a dollar amount. Do not agree in advance to decide on a dollar amount by adding up each juror's amount and then figuring the average.

10. Do not trade your answers. For example, do not say, "I will answer this question your way if you answer another question my way."

11. Unless otherwise instructed, the answers to the questions must be based on the decision of at least 10 of the 12 jurors. The same 10 jurors must agree on every answer. Do not agree to be bound by a vote of anything less than 10 jurors, even if it would be a majority.

As I have said before, if you do not follow these instructions, you will be guilty of juror misconduct, and I might have to order a new trial and start this process over again. This would waste your time and the parties' money, and would require the taxpayers of this county to pay for another trial. If a juror breaks any of these rules, tell that person to stop and report it to me immediately.

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ADDITIONAL INSTRUCTIONS:

1. Defendant Chris Russo refused to answer certain questions on the grounds that it may tend to incriminate him. A person has a constitutional right to decline to answer on grounds that it may tend to incriminate him. You may, but are not required to, infer by such refusal that the answers would have been adverse to Chris Russo's interests.

2. You are instructed that Plaintiffs are not seeking recovery from Martin LeBlanc of damages, if any, sustained by Plaintiffs in connection with foreign and domestic steel transactions.

3. You are instructed that Plaintiffs are not seeking recovery from Martin LeBlanc of damages, if any, sustained by Plaintiffs in connection with the Chevron settlement payment.

4. You are instructed that knowledge held by corporate officers or directors may be imputed to the corporation itself. A corporate entity acts through its agents, representatives, and employees acting within the scope of the agency or employment. For purposes of this case, Chris Russo's and Martin LeBlanc's knowledge and acts may not be imputed to Plaintiffs.

5. "Proximate cause" means a cause that was a substantial factor in bringing about an event, and without which cause such event would not have occurred. In order to be a proximate cause, the act or omission complained of must be such that a person using the degree of care required of him would have foreseen that the event, or some similar event, might reasonably result therefrom. There may be more than one proximate cause of an event.

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DEFINITIONS:

For purposes of answering the jury questions, please use the following definitions:

1. "Plaintiffs" mean Superior Energy Services, Inc. and Stabil Drill Specialties, L.L.C.

2. "E&M Group" means E&M Supply Group, LLC; and E and M Specialty Co., Inc.; and Brandon Chestnut.

3. "Bailey Group" means Chad Bailey; Cherie Bailey; Cory Smith; Annie Smith; Tri Eagle NDT Services, LLC; and KB3 Ventures, LLC.

4. "Kerstetter Group" means Scott Kerstetter; Laguna Oil Tools, LLC; Renegade Performance Properties, LLC; Renegade Oil Tools, LLC; Renegade Manufacturing, LLC; Renegade Performance Coatings, LLC; and Renegade Exploration, LLC.

5. "Hart Group" means Chris Hart and SIRCH LLC.

6. "Sheffield Group" means Mike Sheffield, Triton Hardbanding Service, LLC; MSI Inspection Service, LLC; Maverick Rental Tools, LLC; and Quest Holdings LLC.

7. "Stabil Drill" means Stabil Drill Specialties, L.L.C.

8. "Chinese Steel Group" mean Yida Special Steel Group Ltd. Corp; Yunsheng Du; Tiffany Song; Oilfield Services & Supplies Company, Ltd.; Shanxi Yida Special Steel Group Co., Ltd; Tri Wave, LLC; Weig Gong a/k/a David Gong; High Tech Marine & Offshore HK Ltd.; and Drilling Technology, Ltd.

9. "Darnall Sikes" means Darnall, Sikes, Gardes & Frederick.

These definitions are not a comment on who owned or controlled any of the companies defined above or on the relationship among any of the individuals and companies.

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QUESTION 1

Did Chris Russo comply with his fiduciary duty to Stabil Drill?

You are instructed that, as the Chief Operating Officer of Stabil Drill, Chris Russo owed Stabil Drill a fiduciary duty.

To prove he complied with his fiduciary duty, Chris Russo must show:

1. the transactions in question were fair and equitable to Stabil Drill; and

2. Chris Russo made reasonable use of the confidence that Stabil Drill placed in him; and

3. Chris Russo acted in the utmost good faith and exercised the most scrupulous honesty towards Stabil Drill; and

4. Chris Russo placed the interests of Stabil Drill before his own and did not use the advantage of his position to gain any benefit for himself at the expense of Stabil Drill; and

5. Chris Russo fully and fairly disclosed all important information to Stabil Drill concerning the transactions.

Answer "Yes" or "No":

NO

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QUESTION 2

Did Martin LeBlanc comply with his fiduciary duty to Stabil Drill?

You are instructed that, as the Chief Financial Officer of Stabil Drill, Martin LeBlanc owed Stabil Drill a fiduciary duty.

To prove he complied with his fiduciary duty, Martin LeBlanc must show:

1. the transactions in question were fair and equitable to Stabil Drill; and

2. Martin LeBlanc made reasonable use of the confidence that Stabil Drill placed in him; and

3. Martin LeBlanc acted in the utmost good faith and exercised the most scrupulous honesty towards Stabil Drill; and

4. Martin LeBlanc placed the interests of Stabil Drill before his own and did not use the advantage of his position to gain any benefit for himself at the expense of Stabil Drill; and

5. Martin LeBlanc fully and fairly disclosed all important information to Stabil Drill concerning the transactions.

Answer "Yes" or "No":

NO

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If you answered "No" to Question 1 for Chris Russo, then answer the following question. Otherwise, do not answer the following question.

QUESTION 3

Did Plaintiffs waive their right to recover for Chris Russo's failure to comply with his fiduciary duty?

> Waiver is intentional conduct inconsistent with claiming a known right. Waiver can be established by a party's express renunciation of a known right, by its conduct, or by silence or inaction over a period of time long enough to show an intention to yield the known right.

Answer "Yes" or "No."

NO

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If you answered "No" to Question 2 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 4

Did Plaintiffs waive their right to recover for Martin LeBlanc's failure to comply with his fiduciary duty?

> Waiver is intentional conduct inconsistent with claiming a known right. Waiver can be established by a party's express renunciation of a known right, by its conduct, or by silence or inaction over a period of time long enough to show an intention to yield the known right.

Answer "Yes" or "No."

NO

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If you answered "No" to Question 1 for Chris Russo, then answer the following question. Otherwise, do not answer the following question.

QUESTION 5

Do you find that Plaintiffs are estopped from claiming that Chris Russo failed to comply with his fiduciary duty?

> Estoppel occurs if you find that the other party is now taking a position that is inconsistent with a position in which it previously acquiesced, or from which it previously accepted a benefit, and you find that it would be unconscionable to allow him to maintain the new position.

Answer "Yes" or "No."

NO

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If you answered "No" to Question 2 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 6

Do you find that Plaintiffs are estopped from claiming that Martin LeBlanc failed to comply with his fiduciary duty?

> Estoppel occurs if you find that the other party is now taking a position that is inconsistent with a position in which it previously acquiesced, or from which it previously accepted a benefit, and you find that it would be unconscionable to allow him to maintain the new position.

Answer "Yes" or "No."

NO

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If you answered "No" to Question 1 for Chris Russo, then answer the following question. Otherwise, do not answer the following question.

QUESTION 7

Do Plaintiffs have unclean hands in connection with Chris Russo's failure to comply with his fiduciary duty?

> Plaintiffs have "unclean hands" if their own conduct in connection with the same matter or transaction has been unconscientious, unjust, or marked by a want of good faith, or if it has violated the principles of equity and righteous dealing.

Answer "Yes" or "No."

NO

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If you answered "No" to Question 2 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 8

Do Plaintiffs have unclean hands in connection with Martin LeBlanc's failure to comply with his fiduciary duty?

> Plaintiffs have "unclean hands" if their own conduct in connection with the same matter or transaction has been unconscientious, unjust, or marked by a want of good faith, or if it has violated the principles of equity and righteous dealing.

Answer "Yes" or "No."

NO

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If you answered "No" to Question 1 for Chris Russo, then answer the following question. Otherwise, do not answer the following question.

QUESTION 9

What was the amount of Chris Russo's net profits, if any, from the transactions for which you found Chris Russo did not comply with his fiduciary duty in Question 1?

Answer in dollars and cents, if any.

$ 27,728,000

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If you answered "No" to Question 2 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 10

What was the amount of Martin LeBlanc's net profits, if any, from the transactions for which you found Martin LeBlanc did not comply with his fiduciary duty in Question 2?

Answer in dollars and cents, if any.

$ 3,470,586

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If you answered "No" to Question 1 for Chris Russo, then answer the following question. Otherwise, do not answer the following question.

QUESTION 11

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Stabil Drill for its damages, if any, that were proximately caused by Chris Russo's failure to comply with his fiduciary duty?

In answering questions about damages, answer each question separately.

For this question, do not consider any transactions involving Chris Russo's conduct that complied with his fiduciary duties.

Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

Do not include in your answer any amount that you find that Stabil Drill could have avoided by the exercise of reasonable care.

Consider the following elements of damages, if any, and none other.

a. Stabil Drill past economic losses, if any.

Answer in dollars and cents, if any.

Answer: $ 30M

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If you answered "No" to Question 2 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 12

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Stabil Drill for its damages, if any, that were proximately caused by Martin LeBlanc's failure to comply with his fiduciary duty?

In answering questions about damages, answer each question separately.

For this question, do not consider any transactions involving Martin LeBlanc's conduct that complied with his fiduciary duties.

Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

Do not include in your answer any amount that you find that Stabil Drill could have avoided by the exercise of reasonable care.

Consider the following elements of damages, if any, and none other.

a. Stabil Drill past economic losses, if any.

Answer in dollars and cents, if any.

Answer: $ 15,000,000

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If you answered "No" to Question 1 for Chris Russo and/or "No" to Question 2 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 13

Did the negligence, if any, of the Plaintiffs and/or Darnall Sikes proximately cause damage to Stabil Drill in connection with Chris Russo and/or Martin LeBlanc's failure to comply with a fiduciary duty?

"Negligence" means failure to use ordinary care, that is, failing to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

"Ordinary care" means that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

Answer "Yes" or "No" for each.

1. Plaintiffs — Yes
2. Darnall Sikes — Yes

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If you answered "No" to Question 1 for Chris Russo and/or "No" to Question 2 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 14

Did any of the individuals or entities listed below proximately cause damage to Stabil Drill by knowingly participating in Chris Russo and/or Martin LeBlanc's failure to comply with a fiduciary duty?

"Knowingly" means actual awareness, at the time of the conduct, that Chris Russo and/or Martin LeBlanc owed Stabil Drill a fiduciary duty, and that Chris Russo and/or Martin A. LeBlanc failed to comply with that fiduciary duty.

Answer "Yes" or "No" for each.

1. Bailey Group — Yes
2. E&M Group — Yes
3. Kerstetter Group — Yes
4. Hart Group — Yes
5. Sheffield Group — Yes
6. Chinese Steel Group — Yes

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If you have answered "No" to Question 1 for Chris Russo and/or "No" to Question 2 as to Martin LeBlanc, and/or "Yes" for any entity or individual in Question 13 and/or "Yes" for any entity or individual in Question 14, then answer the following question. Also, answer this question if you answered "No" to Questions 1 and 2 for both Chris Russo and Martin LeBlanc. Otherwise, do not answer the following question.

QUESTION 15

For each person or entity you found caused or contributed to cause damage to Stabil Drill in connection with Chris Russo and/or Martin LeBlanc's failure to comply with a fiduciary duty, find the percentage responsibility attributable to each.

Assign percentages of responsibility only to those you found caused or contributed to cause the damage. The percentages you find must total 100 percent. The percentages must be expressed in whole numbers. The percentage of responsibility attributable to any one is not necessarily measured by the number of acts or omissions found.

1. Chris Russo 68 %
2. Martin LeBlanc 20 %
3. Plaintiffs 5 %
4. Bailey Group 3 %
5. E&M Group 1 %
6. Kerstetter Group 1 %
7. Hart Group 1 %
8. Sheffield Group 1 %
9. Chinese Steel Group 0 %

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QUESTION 16

Did Chris Russo commit fraud against Stabil Drill?

Fraud occurs when—

1. a party makes a material misrepresentation; and
2. the misrepresentation is made with knowledge of its falsity or made recklessly without any knowledge of the truth and as a positive assertion; and
3. the misrepresentation is made with the intention that it should be acted on by the other party; and
4. the other party relies on the misrepresentation and thereby suffers injury.

"Misrepresentation" means—

- A false statement of fact; or
- A promise of future performance made with an intent, at the time the promise was made, not to perform as promised; or
- A statement of opinion based on a false statement of fact; or
- A statement of opinion that the maker knows to be false.

Or

Fraud occurs when—

1. a party fails to disclose a material fact within the knowledge of that party; and
2. the party knows that the other party is ignorant of the fact and does not have an equal opportunity to discover the truth; and
3. the party intends to induce the other party to take some action by failing to disclose the fact; and
4. the other party suffers injury as a result of acting without knowledge of the undisclosed fact.

Answer "Yes" or "No":

Yes

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QUESTION 17

Did Martin LeBlanc commit fraud against Stabil Drill?

Fraud occurs when—

1. a party makes a material misrepresentation; and
2. the misrepresentation is made with knowledge of its falsity or made recklessly without any knowledge of the truth and as a positive assertion; and
3. the misrepresentation is made with the intention that it should be acted on by the other party; and
4. the other party relies on the misrepresentation and thereby suffers injury.

"Misrepresentation" means—

- A false statement of fact; or
- A promise of future performance made with an intent, at the time the promise was made, not to perform as promised; or
- A statement of opinion based on a false statement of fact; or
- A statement of opinion that the maker knows to be false.

Or

Fraud occurs when—

1. a party fails to disclose a material fact within the knowledge of that party; and
2. the party knows that the other party is ignorant of the fact and does not have an equal opportunity to discover the truth; and
3. the party intends to induce the other party to take some action by failing to disclose the fact; and
4. the other party suffers injury as a result of acting without knowledge of the undisclosed fact.

Answer "Yes" or "No":

Yes

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If you answered "Yes" to Question 16 for Chris Russo, then answer the following question. Otherwise, do not answer the following question.

QUESTION 18

Did Plaintiffs waive their right to recover for Chris Russo's fraud?

> Waiver is intentional conduct inconsistent with claiming a known right. Waiver can be established by a party's express renunciation of a known right, by its conduct, or by silence or inaction over a period of time long enough to show an intention to yield the known right.

Answer "Yes" or "No."

NO

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If you answered "Yes" to Question 17 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 19

Did Plaintiffs waive their right to recover for Martin LeBlanc's fraud?

> Waiver is intentional conduct inconsistent with claiming a known right. Waiver can be established by a party's express renunciation of a known right, by its conduct, or by silence or inaction over a period of time long enough to show an intention to yield the known right.

Answer "Yes" or "No."

NO

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If you answered "Yes" to Question 16 for Chris Russo, then answer the following question. Otherwise, do not answer the following question.

QUESTION 20

Do you find that Plaintiffs are estopped from claiming that Chris Russo committed fraud?

> Estoppel occurs if you find that the other party is now taking a position that is inconsistent with a position in which it previously acquiesced, or from which it previously accepted a benefit, and you find that it would be unconscionable to allow him to maintain the new position.

Answer "Yes" or "No."

ND

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If you answered "Yes" to Question 17 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 21

Do you find that Plaintiffs are estopped from claiming that Martin LeBlanc committed fraud?

> Estoppel occurs if you find that the other party is now taking a position that is inconsistent with a position in which it previously acquiesced, or from which it previously accepted a benefit, and you find that it would be unconscionable to allow him to maintain the new position.

Answer "Yes" or "No."

NO

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If you answered "Yes" to Question 16 for Chris Russo, then answer the following question. Otherwise, do not answer the following question.

QUESTION 22

Do Plaintiffs have unclean hands in connection with Chris Russo's fraud?

> Plaintiffs have "unclean hands" if their own conduct in connection with the same matter or transaction has been unconscientious, unjust, or marked by a want of good faith, or if it has violated the principles of equity and righteous dealing.

Answer "Yes" or "No."

NO

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If you answered "Yes" to Question 17 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 23

Do Plaintiffs have unclean hands in connection with Martin LeBlanc's fraud?

> Plaintiffs have "unclean hands" if their own conduct in connection with the same matter or transaction has been unconscientious, unjust, or marked by a want of good faith, or if it has violated the principles of equity and righteous dealing.

Answer "Yes" or "No."

NO

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If you answered "Yes" to Question 16 for Chris Russo, then answer the following question. Otherwise, do not answer the following question.

QUESTION 24

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Stabil Drill for its damages, if any, that resulted from Chris Russo's fraud?

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

For this question, do not consider any damages that did not result from Chris Russo's fraud.

Do not include in your answer any amount that you find that Stabil Drill could have avoided by the exercise of reasonable care.

Consider the following elements of damages listed below and none other.

Answer separately in dollars and cents for damages, if any.

a. Stabil Drill past economic losses, if any.

Answer: $ 40 M

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If you answered "Yes" to Question 17 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 25

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Stabil Drill for its damages, if any, that resulted from Martin LeBlanc's fraud?

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

For this question, do not consider any damages that did not result from Martin LeBlanc's fraud.

Do not include in your answer any amount that you find that Stabil Drill could have avoided by the exercise of reasonable care.

Consider the following elements of damages listed below and none other.

Answer separately in dollars and cents for damages, if any.

a. Stabil Drill past economic losses, if any.

Answer: $ 20M

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If you answered "Yes" for Question 16 for Chris Russo and/or Question 17 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 26

Did the negligence, if any, of the Plaintiffs and/or Darnall Sikes proximately cause damage to Stabil Drill in connection with Chris Russo and/or Martin LeBlanc's fraud?

"Negligence" means failure to use ordinary care, that is, failing to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

"Ordinary care" means that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

Answer "Yes" or "No" for each.

1. Plaintiffs NO

2. Darnall Sikes YES

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If you answered "Yes" to Question 16 for Chris Russo and/or Question 17 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 27

Did any of the individuals or entities listed below proximately cause damage to Stabil Drill by participating in a conspiracy with Chris Russo and/or Martin LeBlanc to commit fraud?

You are instructed that to be part of a conspiracy, that individual and another person or persons must have had knowledge of, agreed to, and intended a common objective or course of action that resulted in the damages to Stabil Drill. One or more persons involved in the conspiracy must have performed some act or acts to further the conspiracy.

Answer "Yes" or "No" for each.

1. Bailey Group Yes
2. E&M Group Yes
3. Kerstetter Group Yes
4. Hart Group Yes
5. Sheffield Group Yes
6. Chinese Steel Group Yes

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If you have answered "Yes" to Question 16 for Chris Russo and/or Question 17 for Martin LeBlanc, and/or "Yes" for any entity or individual in Question 26 and/or "Yes" for any entity or individual in Question 27, then answer the following question. Also, answer this question if you answered "Yes" to Questions 16 and 17 for both Chris Russo and Martin LeBlanc. Otherwise, do not answer the following question.

QUESTION 28

For each person or entity you found caused or contributed to cause damage to Plaintiffs in connection with Chris Russo and/or Martin LeBlanc's fraud, find the percentage responsibility attributable to each.

Assign percentages of responsibility only to those you found caused or contributed to cause the damage. The percentages you find must total 100 percent. The percentages must be expressed in whole numbers. The percentage of responsibility attributable to any one is not necessarily measured by the number of acts or omissions found.

1. Chris Russo 70 %
2. Martin LeBlanc 20 %
3. Plaintiffs 0 %
4. Bailey Group 3 %
5. E&M Group 1 %
6. Kerstetter Group 3 %
7. Hart Group 1 %
8. Sheffield Group 1 %
9. Chinese Steel Group 1 %

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QUESTION 29

Did Stabil Drill own a trade secret in the design of the drill string vibrator (DSV)?

"Trade secret" means a design or prototype that—

1. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and

2. is the subject of reasonable measures by the owner under the circumstances to maintain its secrecy.

"Proper means" are discovery by independent development or any other means that is not improper.

"Improper means" include theft; bribery; misrepresentation; breach or inducement of a breach of a duty to maintain secrecy, to limit use, or to prohibit discovery of a trade secret; or espionage through electronic or other means.

Answer "Yes" or "No."

Answer: Yes

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If you answered "Yes" to Question 29, then answer the following question. Otherwise, do not answer the following question.

QUESTION 30

Did Chris Russo misappropriate Stabil Drill's trade secret?

"Misappropriation" means

(A) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or

(B) disclosure or use of a trade secret of another without express consent by a person who:

(1) used improper means to acquire knowledge of the trade secret;

(2) at the time of disclosure or use, knew or had reason to know that the person's knowledge of the trade secret was:

(a) derived from or through a person who had utilized improper means to acquire it; or

(b) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or

(c) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or

(3) before a material change of the person's position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.

Answer "Yes" or "No":

Yes

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If you answered "Yes" to Question 29, then answer the following question. Otherwise, do not answer the following question.

QUESTION 31

Did Martin LeBlanc misappropriate Stabil Drill's trade secret?

"Misappropriation" means

(A) acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or

(B) disclosure or use of a trade secret of another without express consent by a person who:

(1) used improper means to acquire knowledge of the trade secret;

(2) at the time of disclosure or use, knew or had reason to know that the person's knowledge of the trade secret was:

(a) derived from or through a person who had utilized improper means to acquire it; or

(b) acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or

(c) derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or

(3) before a material change of the person's position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.

Answer "Yes" or "No":

Yes

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If you answered "Yes" to Question 30 for Chris Russo, then answer the following question. Otherwise, do not answer the following question.

QUESTION 32

Did Plaintiffs waive their right to recover for Chris Russo's misappropriation?

> Waiver is intentional conduct inconsistent with claiming a known right. Waiver can be established by a party's express renunciation of a known right, by its conduct, or by silence or inaction over a period of time long enough to show an intention to yield the known right.

Answer "Yes" or "No."

NO

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If you answered "Yes" to Question 31 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 33

Did Plaintiffs waive their right to recover for Martin LeBlanc's misappropriation?

> Waiver is intentional conduct inconsistent with claiming a known right. Waiver can be established by a party's express renunciation of a known right, by its conduct, or by silence or inaction over a period of time long enough to show an intention to yield the known right.

Answer "Yes" or "No."

NO

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If you answered "Yes" to Question 30 for Chris Russo, then answer the following question. Otherwise, do not answer the following question.

QUESTION 34

Do you find that Plaintiffs are estopped from recovering as a result of Chris Russo's misappropriation?

> Estoppel occurs if you find that the other party is now taking a position that is inconsistent with a position in which it previously acquiesced, or from which it previously accepted a benefit, and you find that it would be unconscionable to allow it to maintain the new position.

Answer "Yes" or "No."

NO

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If you answered "Yes" to Question 31 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 35

Do you find that Plaintiffs are estopped from recovering as a result of Martin LeBlanc's misappropriation?

> Estoppel occurs if you find that the other party is now taking a position that is inconsistent with a position in which it previously acquiesced, or from which it previously accepted a benefit, and you find that it would be unconscionable to allow it to maintain the new position.

Answer "Yes" or "No."

NO

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If you answered "Yes" to Question 30 for Chris Russo, then answer the following question. Otherwise, do not answer the following question.

QUESTION 36

Do Plaintiffs have unclean hands in connection with Chris Russo's misappropriation?

> Plaintiffs have "unclean hands" if their own conduct in connection with the same matter or transaction has been unconscientious, unjust, or marked by a want of good faith, or if it has violated the principles of equity and righteous dealing.

Answer "Yes" or "No."

NO

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If you answered "Yes" to Question 31 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 37

Do Plaintiffs have unclean hands in connection with Martin LeBlanc's misappropriation?

> Plaintiffs have "unclean hands" if their own conduct in connection with the same matter or transaction has been unconscientious, unjust, or marked by a want of good faith, or if it has violated the principles of equity and righteous dealing.

Answer "Yes" or "No."

ND

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If you answered "Yes" to Question 30 for Chris Russo and/or "Yes" to Question 31 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 38

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Stabil Drill for its damages, if any, that resulted from such use or disclosure of Stabil Drill's trade secret?

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

Do not include in your answer any amount that you find that Stabil Drill could have avoided by the exercise of reasonable care.

Consider the following elements of damages, if any, and none other:

a. Stabil Drill 's past economic losses, if any.

Answer in dollars and cents, if any.

Answer: $ 5.57M

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If you answered "Yes" to Question 30 for Chris Russo and/or "Yes" to Question 31 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 39

Did the negligence, if any, of the Plaintiffs proximately cause damage to Stabil Drill in connection with the misappropriation of the design of the drill string vibrator (DSV)?

"Negligence" means failure to use ordinary care, that is, failing to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstances.

"Ordinary care" means that degree of care that would be used by a person of ordinary prudence under the same or similar circumstances.

Answer "Yes" or "No."

YES

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If you answered "Yes" to Question 30 for Chris Russo and/or "Yes" to Question 31 for Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 40

Did Scott Kerstetter engage in conduct, if any, that proximately caused damage to Stabil Drill by misappropriating or conspiring to misappropriate the design of the drill string vibrator (DSV)?

You are instructed that to be part of a conspiracy, that individual and another person or persons must have had knowledge of, agreed to, and intended a common objective or course of action that resulted in the damages to Stabil Drill. One or more persons involved in the conspiracy must have performed some act or acts to further the conspiracy.

Answer "Yes" or "No."

YES

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If you have answered "Yes" to Question 30 for Chris Russo and/or "Yes" to Question 31 as to Martin LeBlanc, and/or "Yes" for Question 39 and/or "Yes" to Question 40, then answer the following question. Also, answer this question if you answered "Yes" to Question 30 for Chris Russo and "Yes" to Question 31 for Martin LeBlanc. Otherwise, do not answer the following question.

QUESTION 41

For each person or entity you found caused or contributed to cause damage to Stabil Drill in connection with the design of the drill string vibrator (DSV), find the percentage responsibility attributable to each.

Assign percentages of responsibility only to those you found caused or contributed to cause the damage. The percentages you find must total 100 percent. The percentages must be expressed in whole numbers. The percentage of responsibility attributable to any one is not necessarily measured by the number of acts or omissions found.

Chris Russo 40 %

Martin LeBlanc 40 %

Plaintiffs 5 %

Scott Kerstetter 15 %

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QUESTION 42

Is Chris Russo responsible for the conduct of any of the entities listed below?

Chris Russo is responsible for the conduct of an entity listed below if the entity was organized and operated as a mere tool or business conduit of Chris Russo and there was such unity between the entity in question and Chris Russo that the separateness of the entity in question had ceased and holding only the entity in question responsible would result in injustice.

In deciding whether there was such unity between the entity in question and Chris Russo that the separateness of the entity in question had ceased, you are to consider the total dealings of the entity in question and Chris Russo, including—

1. The degree to which the entity in question's property had been kept separate from that of Chris Russo; and
2. The amount of financial interest, ownership, and control Chris Russo maintained over the entity in question; and
3. Whether the entity in question had been used for personal purposes of Chris Russo.

In addition, Russo is responsible for the conduct of an entity listed below if:

1. Chris Russo used the entity as a sham to perpetrate a fraud, and holding only the entity would result in injustice; or
2. Chris Russo used the entity as a means of evading an existing legal obligation, and holding only the entity responsible would result in injustice; or
3. Chris Russo used the entity to protect a crime or to justify a wrong, and holding only the entity responsible would result in injustice.

Answer "Yes" or "No" as to each entity.

Triple RRR Investments, LLC YES

Gulf Coast Wireline, LLC YES

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Longhorn Bits, LLC YES

Prime 337, LLC YES

Russo Energy, LLC YES

Russo Exploration, LLC YES

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QUESTION 43

Is Martin LeBlanc responsible for the conduct of any of the entities listed below?

Martin LeBlanc is responsible for the conduct of an entity listed below if the entity was organized and operated as a mere tool or business conduit of Martin LeBlanc and there was such unity between the entity in question and Martin LeBlanc that the separateness of the entity in question had ceased and holding only the entity in question responsible would result in injustice.

In deciding whether there was such unity between the entity in question and Martin LeBlanc that the separateness of the entity in question had ceased, you are to consider the total dealings of the entity in question and Martin LeBlanc, including—

1. The degree to which the entity in question's property had been kept separate from that of Martin LeBlanc; and

2. The amount of financial interest, ownership, and control Martin LeBlanc maintained over the entity in question; and

3. Whether the entity in question had been used for personal purposes of Martin LeBlanc.

In addition, Martin LeBlanc is responsible for the conduct of an entity listed below if:

1. Martin LeBlanc used the entity as a sham to perpetrate a fraud, and holding only the entity would result in injustice; or

2. Martin LeBlanc used the entity as a means of evading an existing legal obligation, and holding only the entity responsible would result in injustice; or

3. Martin LeBlanc used the entity to protect a crime or to justify a wrong, and holding only the entity responsible would result in injustice.

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Answer "Yes" or "No" as to each entity.

Shorty's Outdoor Adventures, LLC YES

LeBlanc Real Estate Investments, LLC YES

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If you answered "Yes" to Question 16 as to Chris Russo and "Yes" to Question 17 as to Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

If you answered "Yes" for any entity in Question 42 and Question 43, do not answer for any entities below for which you answered "Yes."

QUESTION 44

Were any of the following parties part of a conspiracy to commit fraud that damaged Stabil Drill that you found in Question 16 and Question 17?

To be part of a conspiracy, the designated party and another person or persons must have had knowledge of, agreed to, and intended a common objective or course of action that resulted in the damages to Plaintiffs. One or more persons involved in the conspiracy must have performed some act or acts to further the conspiracy.

For purposes of this question, you may not find that Chris Russo conspired with Gulf Coast Wireline, LLC or Prime 337, LLC.

For purposes of this question, you may not find that Martin LeBlanc conspired with Shorty's Outdoor Adventures, LLC or LeBlanc Real Estate Investments, LLC.

Answer "Yes" or "No" for each of the following:

Martin LeBlanc	YES
Shorty's Outdoor Adventures, LLC	
LeBlanc Real Estate Investments, LLC	
Chris Russo	YES
Gulf Coast Wireline, LLC	
Prime 337, LLC	

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If you answered "Yes" for any entity in Question 44, then answer the following question for that entity. Otherwise, do not answer the following question.

QUESTION 45

What amount of damages, if any, from the amount you awarded in Question 24, if any, do you find were proximately caused by the conspiracy?

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in one answer because of your answer to any other question about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

Do not include in your answer any amount that you find that Stabil Drill could have avoided by the exercise of reasonable care.

For this question, do not consider any transactions involving Martin LeBlanc's conduct for which you found no conspiracy.

You are instructed that Plaintiffs are not seeking recovery from Martin LeBlanc of damages, if any, sustained by Plaintiffs in connection with foreign and domestic steel transactions.

You are instructed that Plaintiffs are not seeking recovery from Martin LeBlanc of damages, if any, sustained by Plaintiffs in connection with the Chevron settlement payment.

Answer in dollars and cents, if any, for each entity.

Shorty's Outdoor Adventures, LLC $_____

LeBlanc Real Estate Investments, LLC $_____

Gulf Coast Wireline, LLC $_____

Prime 337, LLC $_____

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If you answered "No" as to Question 1 and/or "Yes" as to Questions 16 and/or 30 for Chris Russo and/or "No" as to Question 2 and/or "Yes" as to Question 17 and/or 31 as to Marty LeBlanc, then answer the following question for that person. Otherwise, do not answer the following question.

QUESTION 46

Do you find that Chris Russo or Martin LeBlanc knew Stabil Drill was in fact wronged by the conduct you found in Questions 1, and/or 16, and/or 30, or Question 2, and/or 17, and/or 31, concealed that fact to deceive Stabil Drill and Plaintiffs reasonably relied on the deception of Chris Russo and/or Marty LeBlanc?

Answer "Yes" or "No" for each individual below:

Chris Russo YES

Martin LeBlanc YES

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If you answered "No" to Question 1 as to Chris Russo and/or "Yes" to Question 16 as to Chris Russo, and/or "Yes" to Question 30 as to Chris Russo, then answer the following question. Otherwise, do not answer the following question.

QUESTION 47

By what date should Stabil Drill, in the exercise of reasonable diligence, have discovered the wrongful conduct of Chris Russo?

Diligence is required when a claimant has been put on notice of the alleged harm of injury causing action. You are instructed that a company has no duty to inquire into the conduct of its officers. However, when the fact of misconduct becomes apparent it can no longer be ignored, regardless of the nature of the relationship. A person owed a fiduciary duty has some responsibility to ascertain when an injury occurs. Companies cannot neglect precautions or investigations.

Answer with a date (month / day / year) in the blanks below:

Fiduciary Duty (Question 1):
(Answer if you answered "No" to this Question) 7/17/15

Fraud (Question 16):
(Answer if you answered "Yes" to this Question) 2/3/16

Trade Secret (Question 30):
(Answer if you answered "Yes" to this Question) 2/3/16

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If you answered "No" to Question to 2 as to Martin LeBlanc and/or "Yes" to Question 17 as to Martin LeBlanc, and/or "Yes" to Question 31 as to Martin LeBlanc, then answer the following question. Otherwise, do not answer the following question.

QUESTION 48

By what date should Stabil Drill, in the exercise of reasonable diligence, have discovered the wrongful conduct of Martin LeBlanc?

Diligence is required when a claimant has been put on notice of the alleged harm of injury causing action. You are instructed that a company has no duty to inquire into the conduct of its officers. However, when the fact of misconduct becomes apparent it can no longer be ignored, regardless of the nature of the relationship. A person owed a fiduciary duty has some responsibility to ascertain when an injury occurs. Companies cannot neglect precautions or investigations.

Answer with a date (month / day / year) in the blanks below:

Fiduciary Duty (Question 2):
(Answer if you answered "No" to this Question) 7/17/15

Fraud (Question 17):
(Answer if you answered "Yes" to this Question) 2/3/16

Trade Secret (Question 31):
(Answer if you answered "Yes" to this Question) 2/3/16

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Presiding Juror:

1. When you go into the jury room to answer the questions, the first thing you will need to do is choose a presiding juror.

2. The presiding juror has these duties:

   a. have the complete charge read aloud if it will be helpful to your deliberations;

   b. preside over your deliberations, meaning manage the discussions, and see that you follow these instructions;

   c. give written questions or comments to the bailiff who will give them to the judge;

   d. write down the answers you agree on;

   e. get the signatures for the verdict certificate; and

   f. notify the bailiff that you have reached a verdict.

Do you understand the duties of the presiding juror? If you do not, please tell me now.

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Instructions for Signing the Verdict Certificate:

1. Unless otherwise instructed, you may answer the questions on a vote of ten jurors. The same ten jurors must agree on every answer in the charge. This means you may not have one group of ten jurors agree on one answer and a different group of ten jurors agree on another answer.

2. If ten jurors agree on every answer, those ten jurors sign the verdict. If eleven jurors agree on every answer, those eleven jurors sign the verdict. If all twelve of you agree on every answer, you are unanimous and only the presiding juror signs the verdict.

3. All jurors should deliberate on every question. You may end up with all twelve of you agreeing on some answers, while only ten or eleven of you agree on other answers. But when you sign the verdict, only those ten who agree on every answer will sign the verdict.

Do you understand these instructions? If you do not, please tell me now.

Carolyn Baker
JUDGE PRESIDING

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Verdict Certificate

Check one:

____ Our verdict is unanimous. All twelve of us have agreed to each and every answer. The presiding juror has signed the certificate for all twelve of us.

Trina Leach
Signature of Presiding Juror

Trina Leach
Printed Name of Presiding Juror

_____ Our verdict is not unanimous. Eleven of us have agreed to each and every answer and have signed the certificate below.

_____ Our verdict is not unanimous. Ten of us have agreed to each and every answer and have signed the certificate below.

	Signature	Name Printed
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

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7. _____ _____

8. _____ _____

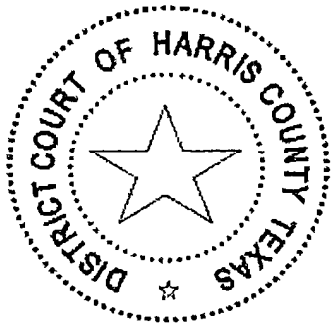
9. _____ _____

10. _____ _____

11. _____ _____

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I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this April 12, 2019

Certified Document Number: 84777629 Total Pages: 64

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this December 2, 2019

Certified Document Number: 88299759 Total Pages: 66

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com