Fill in this information to identify the case:

Debtor 1 Superior Energy Services, Inc.

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: Southern District of Texas

Case number 20-35812 (DRJ)

☒ Date Stamped Copy Returned
☐ No self addressed stamped envelope
☐ No copy to return

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 of 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?

Barry Lynn Davis
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)

RECEIVED
JAN 07 2021
KURTZMAN CARSON CONSULTANTS

Where should notices to the creditor be sent?

Joseph F. Postnikoff
Name

P.O. Box 1928
Number Street

Fort Worth TX 76101
City State ZIP Code

Contact phone 817.355.9400

Contact email jpostnikoff@postnikofflaw.com

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

Barry Lynn Davis
Name

6500 Stone Creek Trail
Number Street

Fort Worth TX 76137
City State ZIP Code

Contact phone 817.266.4957

Contact email barryl.davis.78@gmail.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? _____

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: ____ ____ ____ ____

7. **How much is the claim?** $ Unknown . **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 Addedum A

9. **Is all or part of the claim secured?**
☑ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal 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 amounts should match the amount in line 7.)

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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: _____

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 one:*

	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.

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 acknowledgment 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 a 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 12 31 2020
MM / DD / YYYY

Barry Lynn Davis
Signature

RECEIVED
JAN 07 2021
KURTZMAN CARSON CONSULTANTS

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

Name: Barry Lynn Davis
First name Middle name Last name

Title:

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

Address: 6500 Stone Creek Trail
Number Street

Fort Worth TX 76137
City State ZIP Code

Contact phone: 817.266.4957 Email: barryl.davis.78@gmail.com

LAW OFFICES OF JOSEPH F. POSTNIKOFF, PLLC

702 Houston Street
Fort Worth, Texas 76102
Main 817.335.9400

Direct Dial 817.347.5261
Mobile 817.291.9822
Email jpostnikoff@postnikofflaw.com

January 6, 2021

Via Federal Express
Superior Claim Processing
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Re: In re Superior Energy Services, Inc., Case No. 20-358112

Greetings:

Transmitted herewith please find the original and one (1) copy of the Proof of Claim of DJ Equipment Rental & Sales, LLC and Barry Lynn Davis.

Please file the each of the Proofs of Claim and return a file marked copy to me in the enclosed self-addressed envelope.

Thank you for your attention on this matter.

Sincerely yours,

Joseph F. Postnikoff

mjb

ADDENDUM A

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

IN RE:	§	
	§	Case No. 20-35812 (DRJ)
SUPERIOR ENERGY SERVICES, INC., *et al.*,	§	
	§	
	§	(Jointly Administered)
Debtors.	§	

ADDENDUM TO PROOF OF CLAIM OF BARRY LYNN DAVIS

1. This Proof of Claim is filed by Barry Lynn Davis ("Claimant") in the Superior Energy Services, Inc. ("Parent") chapter 11 bankruptcy proceeding currently pending under Case No. 20-35812 (DRJ).

2. Claimant is filing this Proof of claim to comply with the bar date established in the Parent chapter 11 bankruptcy proceeding. By filing this Proof of Claim, Claimant does not intend to waive any rights, including rights of ownership.

3. Parent is obligated to Claimant by virtue of claims and causes of action as reflected in that certain Barry Davis's Original Plea in Intervention filed September 6, 2019 (the "Plea in Intervention") in Cause Number 048-295879-17 styled *Superior Energy Services Inc., SESI, L.L.C., and Integrated Production Services, Inc., Plaintiffs, v. Larry C. Davis, et al* (the "State Court Litigation") now pending in the 48th Judicial District Court in and for Tarrant County, Texas (the "State Court"). A true a correct copy of the Plea in Intervention is attached hereto and incorporated herein as Exhibit 1.

4. As reflected in the Plea in Intervention attached hereto, Parent is obligated to Claimant in an undetermined amount, plus reasonable and necessary attorneys' fees and costs of court as permitted at law and in equity, based on claims and causes of action including but not limited to intentional infliction of emotional distress, tortious interference with an existing contract, actual damages and punitive damages.

5. Claimant reserves the right to amend or supplement this Proof of Claim as necessary based on facts and circumstances that may come to light regarding Parent as a result of future discovery, the bankruptcy proceedings, or otherwise, including an increase in the value of the claim or the amount owed.

6. Claimant does not waive any rights to jury trial Claimant may have with respect to any or all claims, causes of action or any right of action which Claimant may have against Parent. Claimant does not waive any objection to bankruptcy court jurisdiction over any portion

or all of Claimant's claim. Claimant does not waive and reserves the right to seek mandatory or permissive withdrawal under 28 U.S.C. §157(d) or otherwise.

7. The filing of this Proof of Claim is not (a) a waiver or release of Claimant's rights, claims or defenses against any person, entity or property; (b) a waiver or release of Claimant's right to have any and all final orders in any and all non-core matters entered only after de novo review by a United States District Court; (c) a consent by Claimant to the jurisdiction of this Court for any purpose other than with respect to this Proof of Claim; (d) an election of remedy; (e) a waiver or release of any rights which Claimant may have to a jury trial; (f) an election pursuant to 11 U.S.C. section 1111(b); or (g) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or any other proceedings which may be commenced in this case against or otherwise involving Claimant, including without limitation, any adversary proceeding that was or may be commenced by any party or committee in this case.

8. Jury Demand: Claimant demands a jury trial of all matters the subject of this Proof of Claim.

9. All notices concerning this Proof of Claim should be sent to:

Joseph F. Postnikoff
Law Offices of Joseph F. Postnikoff, PLLC
P.O. Box 1928
Fort Worth, TX 76101

-and-

Barry Lynn Davis
6500 Stone Creek Trail
Fort Worth, TX 76137

FILED
TARRANT COUNTY
9/6/2019 4:51 PM
THOMAS A. WILDER
DISTRICT CLERK

CAUSE NO. 48-295879-17

SUPERIOR ENERGY SERVICES, INC., SESI, L.L.C, INTEGRATED PRODUCTION SERVICES, INC., N/K/A SPN WELL SERVICES, INC. and WARRIOR ENERGY SERVICES, CORP.,	§	**IN THE DISTRICT COURT OF**
Plaintiffs,	§	
v.	§	
LARRY C. DAVIS, DONNA W. DAVIS, AMY DAVIS-WARNER, CLYDE J. WARNER, DJ EQUIPMENT RENTALS & SALES, LLC, a/k/a JD EQUIPMENT RENTALS & SALES, JULIAN GARCIA, DELILAH SANCHEZ, AMY ELIZABETH DAVIS, d/b/a JTM COMPANY, BARNETT BARNETT CARTEL, L.P., AIR RENAISSANCE, LLC, STAR AND ASSOCIATES, LLC, ARROW EQUIPMENT AND RENTALS, LLC., and LARRY K. GRIGGS,	§	**TARRANT COUNTY, TEXAS**
Defendants.	§	**48TH JUDICIAL DISTRICT**

BARRY DAVIS'S ORIGINAL PLEA IN INTERVENTION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Intervenor Barry Davis ("Intervenor" and/or "Barry") and files this, his Original Plea in Intervention, complaining of Plaintiff/Counter-Defendant Integrated Production Services, Inc. ("IPS") and would respectfully show the Court as follows:

I. Discovery Control Plan

1.1 Plaintiff affirmatively pleads that discovery in this matter should be conducted in accordance with a discovery control plan, Level 3, pursuant to Rule 190.4 of the Texas Rules of Civil Procedure.

II. Parties

2.1 Intervenor is an individual residing in the State of Texas. The last three digits of Plaintiff's Texas driver's license are 178, and the last three digits of his social security are 094. Defendant IPS is a business entity organized under the laws of the State of Delaware and has its principal place of business in Houston, Texas. IPS has already appeared in this lawsuit.

III. Jurisdiction and Venue

3.1 This Court has subject matter jurisdiction over this action because the amount in controversy exceeds the Court's minimum jurisdictional limits.

3.2 This Court has jurisdiction over Counter-Defendant IPS because it is a Texas resident in that it has its principal place of business in Texas, and this suit concerns agreements, acts and/or omissions entered into and/or committed by Defendant in Texas.

3.3 Pursuant to section 15.002(a) of the Texas Civil Practice and Remedies Code, venue is proper in Tarrant County, because it is the county of Intervenor's residence at the time of the accrual of the cause of action and the events and/or omissions giving rise to the claims which form the basis of this suit occurred at least in part within Tarrant County, Texas.

3.4 Pursuant to Rule 47 of the Texas Rules of Civil Procedure, Intervenor seeks monetary relief over $ 100,000 but not more than $ 200,000.

IV. Factual Background

4.1 At all relevant times, Intervenor served as an operations manager for IPS. Other members of Intervenor's family were also employed by IPS. Specifically, Larry Davis, Donna Davis, Amy Davis-Warner, and Ron Warner ("Defendants"). In or around October 2017, Defendants were all terminated from their employment with IPS and IPS along with Superior Energy Services, Inc., and SESI, LLC (collectively, "Plaintiffs") filed suit against Defendants.

Intervenor, however, was not terminated and remained employed by Counter-Defendant.

4.2 Shortly after Defendants were terminated and sued, Intervenor was called into a conference room for a formal meeting, which focused on restructuring and other issues caused by the sudden termination of Intervenor's family members. In attendance during such meeting were Canaan Factor, President; Shauna Clark, Director of Human Resources; Danny Crow, Vice President of Operations; Scott Hermes, Controller; Jeff Willis, Controller; and Ron Warner, all employees of IPS.

4.3 Following the meeting, Intervenor was directed to pull his pants down in front of those executive members by the President of IPS, Canaan Factor. Despite his immediate refusal to comply, Intervenor was overcome by the insistent requests, in addition to the other executives' encouragement of Factor's lewd demand. Other employees of IPS, including Shauna Clark, actively participated in the raucous behavior, by laughing and further encouraging Intervenor to pull his pants down, which Intervenor ultimately did.

4.4 Intervenor's employment with IPS served as the main source of income for Intervenor's family, for which he supports his two children, one of which suffers from the debilitating disorder of cerebral palsy. In addition, Counter-Defendant's actions as described above occurred days after Intervenor's family members were terminated from an entity associated with IPS. Needless to say, Intervenor's desperately relied on the income from his position with IPS, and felt pressured into complying with Counter-Defendant's demands, given the recent occurrences with his family.

4.5 Subsequently, Intervenor resigned from his position at IPS in or around February 2018. Following his resignation from IPS, Intervenor continued to look for work in the oil field industry. Intervenor obtained employment with Oil Patch Group in March 2018 but was summarily dismissed in April 2018. Upon information and belief, Counter-Defendant did and directed its

employees to contact Intervenor's superiors at his new employment and caused Intervenor to be terminated.

4.6 Intervenor then obtained employment with Ranger Energy in or about April 2018. In or around June 2018, Intervenor was confronted by his supervisor who advised Intervenor to resign. Intervenor received information that Counter-Defendant sought out where Intervenor was working and contacted his superiors in an effort to have that business relationship terminated.

V. Causes of Action and Relief Requested

5.1 Alternative Pleadings. To the extent necessary, each of the claims set forth below is pleaded in the alternative. Intervenor references and incorporates Section IV above into each cause of action set forth below as if same had been fully set forth therein.

5.2 Intentional Infliction of Emotional Distress. Counter-Defendants' acts and/or omissions as described above were committed against Plaintiff intentionally and/or recklessly. The emotional distress suffered by Intervenor was severe. The Counter-Defendant's conduct was extreme and outrageous, and proximately caused plaintiff's emotional distress. No alternative cause of action would provide a remedy for the severe emotional distress caused by the Counter-Defendant's conduct. As a direct and proximate result of Counter-Defendant's actions, Intervenor has been damaged in an amount in excess of the minimum jurisdictional limits of this Court, for which he now sues.

5.3 Tortious Interference with an Existing Contract. Intervenor held an at-will employment contract with both Oil Patch Group and Ranger Energy. Counter-Defendant willfully and intentionally sought out those employers and relayed unsolicited information related to Counter-Defendant. As a direct and proximate result of Counter-Defendant's actions, Intervenor has been damaged in an amount in excess of the minimum jurisdictional limits of this Court, for

which he now sues.

5.4 Actual Damages. As a result of the wrongful acts of Counter-Defendant, as alleged above, Intervenor has suffered injuries and actual damages in a sum that is within the jurisdictional limits of this Court. Intervenor seeks to recover all such actual damages from Counter-Defendant occasioned by their wrongful acts and/or omissions.

5.5 Punitive Damages. The acts and omissions of Counter-Defendant, as complained of herein, have been committed intentionally, knowingly and/or maliciously and in complete disregard of the rights and welfare of Intervenor. Moreover, such actions have been taken by Counter-Defendant with the intent to inflict emotional distress onto Intervenor. Accordingly, in addition to any other relief, Intervenor seeks the recovery of punitive or exemplary damages from Counter-Defendant in an amount in excess of the Court's minimum jurisdictional limits as to be determined by the trier of fact in accordance with the applicable provisions of Chapter 41 of the Texas Civil Practice & Remedies Code.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Intervenor respectfully prays that upon final trial hereof, the Court will enter judgment in favor of Intervenor on all of his claims, enter judgment that Counter-Defendant take nothing by, of, or from Intervenor by reason of this suit, and that the Court will award Intervenor his attorneys' fees and costs, and enter such other and further relief in favor of Intervenor, whether general or special, at law or in equity, to which he may show himself to be justly entitled.

Respectfully submitted,

/s/ Frank Hill
Frank Hill 09632000
fhill@hillgilstrap.com
HILL GILSTRAP, P.C.

1400 West Abram Street
Arlington, Texas 76013
Telephone: 817-261-2222
Facsimile: 817-861-4685
ATTORNEY FOR INTERVENOR
BARRY DAVIS

CERTIFICATE OF SERVICE

The undersigned certifies that on the 6th day of September, 2019, a true and correct copy of the foregoing document was served in compliance with the Texas Rules of Civil Procedure, upon all counsel of record.

/s/ Frank Hill
Frank Hill