Fill in this information to identify the case:

Debtor Warrior Energy Services Corporation

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

Case number 20-35816

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?**
   Braziel Law Offices, P.C.
   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?
   Braziel Law Offices, P.C.
   J. Derek Braziel
   1910 Pacific Avenue
   Ste. 12000; Box 220
   Dallas, TX 75201, United States

   Contact phone 2147632077
   Contact email jdbraziel@l-b-law.com

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

   Contact phone
   Contact email

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

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

20358162101080000000000001

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?** $ 1,047,237 . **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: _____

20358162101080000000000001

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 01/08/2021
MM / DD / YYYY

/s/J. Derek Braziel
Signature

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

Name: J. Derek Braziel
First name Middle name Last name

Title: Shareholder

Company: Braziel Law Offices, P.C.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

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

Debtor:
20-35816 - Warrior Energy Services Corporation
District:
Southern District of Texas, Houston Division

Creditor:
Braziel Law Offices, P.C.
J. Derek Braziel
1910 Pacific Avenue
Ste. 12000; Box 220
Dallas, TX, 75201
United States
Phone:
2147632077
Phone 2:
Fax:
Email:
jdbraziel@l-b-law.com

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

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Creditor
Authorized agent

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Settlement Agreement in Valdez v. Superior Energy Services, Inc. and Warrior Energy Corp.

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
1,047,237

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:
J. Derek Braziel on 08-Jan-2021 12:48:45 a.m. Eastern Time
Title:
Shareholder
Company:
Braziel Law Offices, P.C.

VN: 10061AB38B3D83ECBA2339CA0071DD6F

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

Date: _____

Company

By: Blaine D. Edwards

Its: Assistant General Counsel

Date: 8/23/2018

APPROVED AS TO FORM AND AS TO SUBSTANCE WHERE APPLICABLE:

J. Derek Braziel
Attorney for Plaintiffs

-7/30/18

Larry Smith
Attorney for Company

Date: _____

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