

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

UNITED STATES SECURITIES §
AND EXCHANGE COMMISSION, §
Plaintiff, §
v. §
THE HEARTLAND GROUP VENTURES, LLC; §
HEARTLAND PRODUCTION AND RECOVERY LLC; §
HEARTLAND PRODUCTION AND RECOVERY §
FUND LLC; HEARTLAND PRODUCTION AND §
RECOVERY FUND II LLC; THE HEARTLAND §
GROUP FUND III, LLC; HEARTLAND DRILLING §
FUND I, LP; CARSON OIL FIELD DEVELOPMENT §
FUND II, LP; ALTERNATIVE OFFICE SOLUTIONS, §
LLC; ARCOOIL CORP.; BARRON PETROLEUM §
LLC; JAMES IKEY; JOHN MURATORE; THOMAS §
BRAD PEARSEY; MANJIT SINGH (AKA ROGER) §
SAHOTA; and RUSTIN BRUNSON, §
Defendants, §
and §
DODSON PRAIRIE OIL & GAS LLC; PANTHER §
CITY ENERGY LLC; MURATORE FINANCIAL §
SERVICES, INC.; BRIDY IKEY; ENCYIPHER §
BASTION, LLC; IGROUP ENTERPRISES LLC; §
HARPRIT SAHOTA; MONROSE SAHOTA; §
SUNNY SAHOTA; BARRON ENERGY §
CORPORATION; DALLAS RESOURCES INC.; §
LEADING EDGE ENERGY, LLC; SAHOTA CAPITAL §
LLC; and 1178137 B.C. LTD., §
Relief Defendant §

No. 4-21CV-1310-O

MOVANT JOHN ROGERS' BRIEF IN SUPPORT OF MOVANT MOTION TO LIFT STAY

TO THE HONORABLE UNITED STATES DISTRICT JUDGE REED O'CONNOR:

COMES NOW John Rogers, Movant in the above-captioned matter, and files this Movant John Rogers' Brief in Support of Movant Motion to Lift Stay, and shows the Court as follows:

The controlling test to lift the stay in a receivership proceeding is found in the *Superior Motels v. Gould*, 622 F.2d at 1373, as described by the United States Court of Appeals, Ninth Circuit.¹ In *S.E.C. v. Wencke*, 622 F.2d 1363, 1365 (9th Cir. 1980), ("*Wencke I*"), the Court of Appeals considered the district court's power to issue a stay against nonparties in a securities fraud action brought by the Securities and Exchange Commission in which a receiver was appointed by the district court.² That same court later ruled on an appeal from nonparties creditors' allegations of fraud, inadequate and unlawful consideration, and breach of fiduciary duty against the receivership ("*Wencke II*").³ In reversing the district court's refusal to lift its stay in *Wencke II*, the court explained the *Superior Motels* test, and shed light on the test factors that the district court should consider in deciding whether to except applicants from a blank stay;

In *Superior Motels v. Gould*, 622 F.2d at 1373, this court set forth three factors to consider in deciding whether to except applicants from a blanket stay: (1) whether refusing to lift the stay genuinely preserves the status quo or whether the moving party will suffer substantial injury if not permitted to proceed; (2) the time in the course of the receivership at which the motion for relief from the stay is made; and (3) the merit of the moving party's underlying claim.⁴

The court further explained how the test should consider the time and merit factors. The timing factor of the test is to consider the time needed for the receiver to organize, and the court stated the following;

[W]here the motion for relief from the stay is made soon after the receiver has assumed control over the estate, the receiver's need to organize and

¹ *S.E.C. v. Wencke*, 742 F.2d 1230, 1231 (9th Cir. 1984).

² *S.E.C. v. Wencke*, 622 F.2d 1363, 1365 (9th Cir. 1980).

³ *Wencke II*, 742 F.2d 1230, at 1231.

⁴ *Wencke II*, 742 F.2d 1230, at 1231.

understand the entities under his control may weigh more heavily than the merits of the party's claim. **As the receivership progresses, however, it may become less plausible for the receiver to contend that he needs more time to explore the affairs of the entities. The merits of the moving party's claim may then loom larger in the balance.**⁵

In *Wencke II*, the court considered that the time factor weighed in favor of the movant because the receiver was ready to distribute the assets, and no new material facts had been discovered in the last few years.⁶ The court decided that lifting the stay was "crucial" for the movant "because the receiver will soon disturb the status quo."⁷ Furthermore, the court considered that the district court's refusal to lift the stay would be "tantamount to a permanent stay."⁸

The third part of the test, the merit factor considers the merit of moving party's underlying claim, in order to determine the likelihood of that party prevailing;

The merit of the moving party's claim is also a relevant consideration where the claim is unlikely to succeed, there may be less reason to require the receiver to defend the action now rather than defer its resolution. On the other had, where the likelihood that the receiver will prevail is small, when the receiver position is considered realistically and not in the abstract, there is less reason to permit the receiver to avoid resolving the claim; **a blanket stay should not be used to prejudice the rights which innocent and legitimate creditors may have against the receivership entities(...)**⁹

Any argument that the *Superior Motel* test factors of status quo versus injury would not favor either party has been specifically rejected by the *Wencke II* court.¹⁰

⁵ *Id.* at 1231-32. (my emphasis).

⁶ *Id.* at 1232.

⁷ *Id.*

⁸ *Id.*

⁹ *Wencke*, 622 F.2d 1363, at 1373. (my emphasis).

¹⁰ *Id.*

Recently, the United States Court of Appeals, Fifth Circuit, distinguished the *Wencke* case on an unrelated case, *Sec. & Exch. Comm'n v. Stanford Int'l Bank, Ltd.*, where the court decided the *in rem* jurisdiction and the court's and receiver's equitable power.¹¹ The court disagreed with the receiver's argument "the district court might enjoin the claims of non-consenting third parties based on general statements about ancillary powers" clarifying that, among other things that the "*in rem* jurisdiction over the receivership estate imbues the district court **with broad discretion to shape equitable remedies** necessary to protect the estate."¹²

MOVANT'S RIGHT TO LIQUIDATE TORT CLAIM

In the present case, Movant is entitled to liquidate his tort claim in state court, for the *Superior Motels* test weighs in favor of Movant.

1. Refusing to lift the stay will cause the moving party to suffer substantial injury.

"Courts have regarded the opportunity to litigate the issue of liability as a significant right which cannot be easily set aside, even where pre-petition causes of action are involved."¹³ In the present case, Movant's state court tort claim has been stayed for over a year, and the stay impaired and impairs Movant's opportunity to litigate the issue of liability and damages, aging evidence, and precluding any form of medical assistance to Movant. Debtor employers did not have any form of insurance and did not provide any type of assistance to Movant after his injury. Due to the nature of the injury Movant sustained and the treatment required, Movant could seek treatment only through a letter of protection that was suspended when the treating physician was notified of the stay

¹¹ *Sec. & Exch. Comm'n v. Stanford Int'l Bank, Ltd.*, 927 F.3d 830, 843 (5th Cir. 2019).

¹² *Id.* at 843. (my emphasis).

¹³ *In re Todd Shipyards Corp.*, 92 B.R. 600, 603 (Bankr. D.N.J. 1988).

order that was in place. Movant is in desperate need of medical care and dire need of economic assistance.

For the reasons stated above, if the stay is not lifted it will cause the moving party to suffer substantial and irreparable injury.

2. The time in the course of the receivership at which the motion for relief from the stay is made should weigh in favor of the merits of the moving party's claim

The receivership has secured the debtors' assets and is already working on "reconciliation of investor, vendor, and other creditor claims against the receivership Parties in order to propose a claims and disbursement process for Court approval".¹⁴ The progress the receivership has made in this case is notorious, and there seem to be no allegations that the receiver would need more time to explore the affairs of the entities at this time. Thus, as the court worded it, "[t]he merits of the moving party's claim may then loom larger in the balance."¹⁵

In order to liquidate de state court tort case, and with the advancements Movant has already made in that case prior to the stay, Movant's discovery process is basically completed and the case is ready for mediation and trial, which would not cause delay or any significant expenses in this case.

For the reasons stated above, the second factor of the *Superior Motels* test should weight in Movants' favor.

3. The merit of the moving party's underlying claim is readily accessible and with a great likelihood that Movant's claim will prevail based on discovery already conducted on that case.

¹⁴ Receiver's Objection to Movant, John Rogers's Motion to Lift Stay, at 5.

¹⁵ *Id.* at 1231-32. (my emphasis).

Movant was an employee of a debtor's company named Arcooil Corp and was performing physical work at the drilling site of one another debtor company Barron Petroleum LLC, when he slept and fell out of a wet and muddy catwalk sustaining injuries. The debtor companies named on Movant's petition did not have any type of insurance, was a nonsubscriber employer, and did not provide any medical or financial assistance for their injured employee. Movant could never go back to work, and has been waiting to have his back surgery since the time of the accident.

In the case of a nonsubscriber employer, such as the debtor's employers in the state court tort case in question, liability is clear as there is not much of a defense to the debtor employers, for they cannot assert any contributory negligence on the part of the employee.¹⁶ Texas Supreme Court explained that:

Labor Code § 406.033, which is part of the Workers' Compensation Act, governs an employee's personal-injury action against his or her employer, when the employer is a nonsubscriber under the Act. To encourage employers to obtain workers' compensation insurance, section 406.033 penalizes nonsubscribers by precluding them from asserting certain common-law defenses in their employees' personal-injury actions: (a) In an action against an employer who does not have workers' compensation insurance coverage to recover damages for personal injuries or death sustained by an employee in the course and scope of the employment, it is not a defense that: (1) the employee was guilty of contributory negligence; (2) the employee assumed the risk of injury or death; or (3) the injury or death was caused by the negligence of a fellow employee. TEX. LAB.CODE § 406.033(a).¹⁷

In the underlying state court tort case Movant has obtained and produced in discovery the recorded statement of an eyewitness who was Movant's coworker on the day of the accident, and she said that there was no safety equipment or personal protective equipment (ppe) at the jobsite,

¹⁶ *Kroger Co. v. Keng*, 23 S.W.3d 347 (Tex. 2000)

¹⁷ *Id.* at 349.

the catwalk did not have any slip pad or rig flooring safety matting, or guardrails or any railing to make the jobsite safe, and that she herself fell twice that same day before having Movant, a 65-year-old worker at the time, to perform the work that she was performing when he fell.¹⁸ Movant intends to call that witness live at trial. Thus, defense counsel would not only be precluded from their ability to raise any contributory negligence but also any other form of defense, and would have the jury access damages only.

With the only issue left being damages, Movant is already in a position to have this case mediated and tried, which would rebut any argument that fashioning an equitable remedy in this case to allow such state court litigation to proceed would result in an expensive and lengthy litigation process. Indeed, any argument as implied by the receiver that litigation expenses or the cost of defending the debtors in the state court tort claim should be considered by the court has been rejected and is not the law.¹⁹ The same analysis should apply to the receiver's allegations of "wasteful of Estates resources."²⁰

For the reasons described above, the merit of the moving party's underlying claim is readily accessible, and with a great likelihood that Movant's claim will prevail. Moreover, the case is ready for mediation and trial and would not cause the receiver to spend money with a lengthy trial or discovery. Based on counsel for Movant's trial experience and the number of witnesses in this case, trial should last no more than four days.

¹⁸ Exhibit A, at 6 (Transcribed recorded statement of Emily Crowder).

¹⁹ *In re Todd Shipyards Corp*, at 603 (explaining that in considering the balancing of hardships, claims by a debtor that litigation expenses constitute an injury sufficient to justify the enjoining of litigation against a debtor has been rejected).

²⁰ Receiver's Objection to Movant, John Rogers's Motion to Lift Stay, at 5.

EQUITABLE POWERS OF THE FEDERAL COURTS

It is important to observe that “[t]he Supreme Court has repeatedly emphasized the broad equitable powers of the federal courts to shape equitable remedies to the necessities of particular cases, especially where a federal agency seeks enforcement in the public interest.”²¹ In shaping equitable remedies the courts should not ignore third-parties rights, as it would “contravene a basic notion of fairness.”²² As already mentioned above, the “[c]ourts have regarded the opportunity to litigate the issue of liability as a significant right which cannot be easily set aside”²³

It is known that automatic stay was never intended to preclude a determination of tort liability and damages. It was merely intended to prevent a prejudicial dissipation of the debtor's assets.²⁴

Additionally, in similar stay proceedings, relief from the stay has been allowed pursuant 11 U.S.C. section 362, as modification of stay would be limited to allow proceedings only to extent of liquidating Movant’s state court’s tort claim.²⁵ And, “there is sufficient “cause” pursuant to 11 U.S.C. § 362(d)(1) to grant relief from stay, primarily because the claims are “personal injury tort” claims within the meaning of 28 U.S.C. § 157(b)(5).”²⁶

²¹ *S.E.C. v. Wencke*, 622 F.2d 1363, 1371 (9th Cir. 1980).

²² *Matter of Zale Corp.*, 62 F.3d 746, 754 (5th Cir. 1995) (citing *In re AWECO, Inc.*, 725 F.2d at 298; *F.D.I.C. v. Jones (In re Jones)*, 966 F.2d 169, 173 (5th Cir.1992); and *Cullen v. Riley (In re Masters Mates & Pilots Pension Plan)*, 957 F.2d 1020, 1026, 1031 (2d Cir.1992)

²³ *In re Todd Shipyards Corp.*, 92 B.R. 600, 603 (Bankr. D.N.J. 1988).

²⁴ *Id.* (citing *In re Bock Laundry Mach. Co.*, 37 B.R. 564, 567 (Bankr. N.D. Ohio 1984)).

²⁵ *Id.*

²⁶ *In re Mason*, 514 B.R. 852, 855 (Bankr. E.D. Ky. 2014).

CONCLUSION

For the reasons stated herein, the scale in the instant case balances in favor of Movant. Any prejudice to the debtors and the Receivership estate by a finding of liability in Movant's state court tort claim may be obviated by this court's limiting relief from stay for the sole purpose of obtaining a finding of liability and liquidation of damages. Alternatively, to deny modification of the stay would be to deny Movant the ability to recovery for the negligent acts of the debtor that caused Movant to suffer severe permanent injuries.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been forwarded to all known counsel of record on this the 17th day of February, 2023.

/s/ Fabiana Baum

FABIANA BAUM

Exhibit A

STATEMENT OF: Emily Crowder

Taken By: Darla Harrington

On: May 28, 2020

Client: Rogers, John (64804-1)

Attorney: Fabiana Baum

DH: Ms. Crowder. Ms. Crowder, my name is Darla Harrington. I'm an investigator with Provost★Umpfrey Law Firm in Beaumont and we represent a gentleman who was um...involved in...in an accident, uh...while he was working for, I believe it was Arco Oil Corporation. Um...it's my understanding that you have some knowledge about this accident, and I'd like to ask you some questions about it, if I may.

EC: Um-hm.

DH: Okay. May I have your permission to record this conversation?

EC: Yes.

DH: Alright, I'm taking this statement uh...May 28, 2020, approximately 1:47 P.M. Ms. Crowder, would you state your name, address, and phone number for me?

EC: Emily Crowder. 915 N. Dunbar Street, Electra, TX 76360. And uh...my phone number is (940) 414-3094.

DH: Okay. What is the name of the town you said?

EC: Electra.

DH: Electra. I have never heard of that; where is that?

EC: It's a "blink of an eye" town, 30 miles north Wichita.

DH: Okay. Okay. So, um this accident uh...our client is John Rogers. Now, do you know Mr. Rogers?

EC: I do.

DH: Okay, did you work with him?

EC: He worked for me and is a personal friend of mine...over four years, 3 years.

DH: Okay. In what capacity did he work and you work?

EC: Blasting (?)

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DH: I'm sorry?

EC: Define that, please.

DH: Um, in what capacity...what was his job?

EC: He was a floor hand, or a chain-hand of mine, I was the derrickman...that works under me and the driller, or the driller and I.

DH: Okay and this was on an oil rig, correct?

EC: Correct.

DH: Okay. So, um...the company that...that...the both of you were working for at the time, what was the name of the company?

EC: It was formally Arco Oil...uh...Corporation and it is now Petroleum, I'm sorry, Barron Petroleum.

DH: Okay. So Arc...is it ARCO, like A-R-C-O and then Oil, O-I-L; is it two words?

EC: Yes.

DH: Okay. Arco Oil. Okay. So, the accident happened in February uh...of this year, or...I have two dates, December of last year and then February...I don't know if one of these dates, I guess, is when he talked to them. Um...was the accident in December?

EC: I couldn't tell you for sure, to...to be honest, it was very close to that time, I know that it was...extremely cold.

DH: Okay. So when Mr. um...Rogers fell, um...he slipped, uh...the area where he was was muddy and there were no placemats or uh...I'm sorry, um...there were no mats.

EC: Called...it's called a catwalk and where he fell on, was the end of the catwalk, that's where we put up pipes to um...get them ready to either trip out trip in the hole...they put the...they put the pipes up on the catwalk, where the cap was, and it's a rope and a couple hooks, he was down there uh...with me, putting...putting another piece of pipe up in there. It's supposed to be what's called runners, on either side of the catwalk, for those pipes...

DH: Um-hm.

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Attorney: Fabiana Baum

EC: ...uh...Arco Oil does not, does not believe in doing that, apparently, but um...once...once he was back on the catwalk to get ready to give me another pipe, I had to run up to the uh...where the cat line is on top of the rig, to get it around the po...around the pipe to get ready to go...go in the hole with it, and about that time, our driller was trying to pull up on the cat line to get the pipe up where we needed it, and uh...it was very very cold, very wet, very slippery, um...there was all kinds of mud up on it and...um...oil where uh...what we call paraffin...

DH: Um-hm.

EC: ...paraffin is very slick, very...everybody has um...steeltoes on for shoes and some put boots on, but the um...the uh...sand or dirt, or um...pecan chips that we use to make it not slick, wasn't available to us at the time.

DH: Okay...

EC: And so, he was one of...he was one out of all of us that had fallen on there, I...I myself have fallen off there, I don't know how many times, and uh...I have pictures of my arm being crushed um...my...there's...there's uh...I damn near broke my hip, but I'm in a...little bit better shape than Mr. Rogers is. You know it would be easier for me to bounce back from it than he was, and...the way he fell off the end of it, was uh...I imagine looked like it broke something, probably a tailbone or a hip.

DH: Yeah. I'm not...I'm not sure of his injuries, um...I do...I did know he was injured, um...as the investigator, I...you know, I haven't...spoken with him personally, um...that my...my job is to talk to the witnesses and get their...you know, um...their statements about...about what happened. So let's get back to the runners, you said, um...these are supposed to be at the end of the catwalk?

EC: On either side.

DH: On either side. And so, and this is where...

EC: A pipe goes in between them.

DH: But...but...runners were not put there that day?

EC: No, on one side it was not.

DH: Oh it wasn't?

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EC: But that doesn't...that doesn't keep you from falling. What keeps you from falling is, for one, everybody's got to be in coordination with each other, and two, you're supposed to have safety lines, and anybody on the end of the catwalk, could be hooked up to a safety line, those were not available to us either.

DH: Oh, who makes those available to you?

EC: A company that supplies Arco Oil.

DH: Okay, is it Arco's Oils responsibility to have those for you?

EC: It's Arco's...Arco Oils responsibility to have everything up to OSHA's standards or HIPAA laws too, um...make it safe for us...

DH: Um-hm.

EC: ...but there...every...like, the whole rig you could probably and say it was held up by a bolt, I mean, it's...it's bad.

DH: So it...so, in your opinion, Arco Oil is...was not um adhering to OSHA standards?

EC: Not at all.

DH: Okay. (inaudible)

EC: There's no hard hats out there, there's nobody telling us what we need, there's...supposed to be a foreman out there, um...foremens aren't available. There's no safety guys to go over anything. Uh...before you go to work, normally they meet up, everybody has a meeting, a safety meeting before you head out there, because it's one of the most dangerous jobs that you could be on.

DH: Um-hm.

EC: It's working on an oil rig.

DH: And they had no safety guys out there?

EC: No. No safety guys. No hard hats. No...not that I'm sure...I'm sure they might have some laying around, but...it isn't a requirement for us to go out there and work. And it's nothing for the owner of the company to show up, knowing um...that none of the safety protocols are in place and he shows up anyway, to tell us, you know, what we need to do and he sees that

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nobody's out there with safety lines. Nobody's out there with hard hats. Nobody's out there with what they need.

DH: So there was nobody um...whose job it was to enforce these safety measures?

EC: Which is the safety man or a foreman, yes.

DH: Okay. Okay. And you said the owner would come on to the site um...

EC: And see everything and not do anything about it, yes, absolutely. It's still going on to this day, and a driller while uh...one of the drillers that was my driller, he's still out there working for 'em and I quit awhile back.

DH: How...how long did you work for them?

EC: Off and on for three years.

DH: For three years. And during this time, did you see um...these lack of safety measures throughout that whole three years?

EC: No safety measures? Correct.

DH: Okay. Okay. And...and so you said you quit...how long have you been gone from there?

EC: Uh...almost a year, probably.

DH: Okay. Okay.

EC: Or less.

DH: Okay. Um...

EC: After f...I got tired of...telling everybody if I may or may not come home.

DH: You got tired of...telling everybody what now? I'm sorry.

EC: And I've said, "you may or may not come home with all this stuff that happens". I've had my hand crushed out there. I've had my leg crushed. My arm crushed. It's...I...don't care for it.

DH: Wow. So...when you...since you have personally sustained injuries, working for this company.

EC: Yeah.

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Attorney: Fabiana Baum

DH: And was it...were these accidents similar to the accident that Mr. Rogers had?

EC: Oh yeah, he's fallen off the same catwalk I did. I've probably fell off, right before him, that same day, uh...at least twice. Maybe we had switched places, cause he couldn't get...he wasn't able to get the pipe up where we needed it and I...we were training at that time.

DH: So you had actually fallen at the ver...as the exact same place, that Mr. Rogers did, that same day.

EC: At least twice previously.

DH: Okay. And...and...did anybody...with the company, take any kind of measures to keep that from happening?

EC: No.

DH: Were they...were they made aware of it or was there anybody even out there that you could make aware of it?

EC: Uh...not that would care.

DH: Okay. Uh...was the owner out there that day? Do you know?

EC: Who? The...owner?

DH: Uh-huh. That you were talking...the one that you were talking about that...came on to the rig.

EC: The owner had showed up uh...later on that day, but we work nights. We worked nights at the time.

DH: Okay. So what do they do when somebody falls and has...has an injury? I mean, what is protocol out there when it happens?

EC: Uh...for a bigger company...it would...they would make sure that you're okay and they would take precautions to let it not happen again or train you correctly. But when you're on with a company like that, it's more of a rinky-dink type...you know, if you fall and get hurt, you get replaced or something like that, you know. If...if you can't make it, which is the whole reason that I...I jumped up, right after I fell off, you know, I don't...didn't want somebody to have to

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replace me if I wasn't able to make it back, so it's something like that. If you can't do the job, or you can't handle it, then...somebody else takes your place.

DH: Wow...and that...

EC: So we...we replaced Mr. Rogers that next day.

DH: Okay. Wow. And...and so...and you worked out there for three years.

EC: Off and on.

DH: Okay.

EC: It wasn't straight through.

DH: Okay. Um...where were thos...so this was an oil rig...do they name the oil rigs? Is that...

EC: No, not particularly. The would...they would say like, 'Conway location' or something like that, which is where we were, it was at the Conway lease.

DH: Conway location. Okay.

EC: That we're...yeah. And the...at...out of Palo Pinto.

DH: Out of where now?

EC: Palo Pinto County.

DH: Okay.

EC: Maybe six miles NE of Palo Pinto.

DH: Okay. Alright, and you'll have to forgive me, I don't know anything about...about this so I'm kind of blinded.

EC: It's okay. But when...when you're...when you're working for an oil field company that...that's not an easy job. They let you know that, you know. And if you can't handle it, you don't need to be out there, especially if you have no experience or anything like that.

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DH: Um-hm. Well, let me ask you this. You had mentioned something about sand or um...uh...some kind of chips or something...I...I forgot what that...

EC: Oh, like...it's...uh...it's kind of like pecan hulls.

DH: Okay. Okay.

EC: We...we...there's specific um...cleaning products and chemicals that you can use to brush those catwalks off and at the time that we were working, we were coming out of a hole and that's a non-stop, all night, job.

DH: Um-hm.

EC: It's a...it's a constant thing when you're out on...a rig itself, you can't...you can't just shutdown in the middle of drilling.

DH: Um-hm.

EC: It doesn't stop that way, it's (INAUDIBLE) you can't...just quit what you're doing, you know...

DH: Okay.

EC: ...and move on. But um...uh...there's all kinds of stuff that you can put on those catwalks to make it non-slick.

DH: Um-hm.

EC: And whether we have them at the time or not, is...depen...and it's hard for us to just stop to clean it off or...you know, something like that, so we would use um...it's part of a mixture to go in the hole with, but uh...we would use some of it to...to sprinkle on there to gain...gain traction.

DH: Okay. So at the time that you fell, the day you fell twice, and...and the day that Mr. um...Mr. Rogers fell, um...

EC: I can't tell you how many times...w...any of us have fallen off of there.

DH: So several people have, would you say?

EC: Oh yeah. Oh yeah.

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Attorney: Fabiana Baum

DH: Okay. And...and it's...the company...do you know of any time that they've...have done anything about it or...I mean...

EC: Not that I'm aware of. Like I said, it's not something that you can just stop and make a phone call for, and you...you gotta keep going...

DH: Um-hm.

EC: ...on coming out of a hole especially.

DH: Um-hm. Who is the owner that...that you were talking about, what is his name?

EC: uh...Roger Sahota. His name...his...he's got a weird name, it's middle eastern, but his American name is Roger. He goes by Roger.

DH: Okay. Do you know how to spell his last name?

EC: Sahota...uh...exactly how it sounds. S-A-H-O-T-A

DH: Okay. Okay. And he...w...he would come out to the rig um..

EC: To just check on things...see what...what kind of production we have, or where production is, um...see how far down in hole we are...stuff like that.

DH: Did he...uh...was that like a...a weekly thing or a daily thing or...

EC: It all varied. Every other day was the...the um...the normal.

DH: The normal...okay. And did he ever make mention of anybody getting hurt? Whether be it Mr. Rogers or anybody else?

EC: Well, we would...we would tell him and he would ask if you would be okay, and if you are, then...you keep going, and it's no big deal, re...if you're not, then...they'll...he'll send you home, and uh...you'll more than likely be replaced that day.

DH: So...so did you ever see any of th...

EC: When you...when you were on my rid you did.

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DH: Did you ever witness him send somebody home because he had been injured?

EC: Uh...he had sent me home before, actually.

DH: Wow. And...and it's...

EC: Leave it alone.

DH: So what does he tell you? Just...you know...come back on a better day or...

EC: Go home for the day.

DH: Go home for the day.

EC: Yep and uh...if you can't make it out the next day or something like that, then he'll go find somebody else.

DH: Okay. Okay. Okay, Ms. Crowder, is there anything about um...Mr. Rogers' accident or the environment um...on the oil rig maybe we haven't covered?

EC: Uh...not that I can think of as far as...it's just...I don't...I'm not surprised that he went off the side. I'm surprised that he did go off only once...but...once is all it took for him to get hurt.

DH: Yeah.

EC: You know.

DH: Yeah.

EC: Now somebody my age and my build, it's not...maybe takes three times to get hurt, you know what I mean?

DH: Wow. Okay. So...

EC: It's not surprising that...that somebody...went off the sides.

DH: Uh-huh. So that day, you went off the side twice, and it's the exact same place that he did...

EC: Uh yeah, and whenever you do talk to Mr. Rogers, he'll tell you the same thing, he'll tell you what a big bruise I had on my hip and...

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DH: Um-hm.

EC: ...all kinds of stuff. I've went off a pipe driller before and the pipes themselves, my arm got caught in between 'em, um...cause we don't have licensed operators or something like that, you know.

DH: Wow.

EC: That company needs to be shut down, in my opinion.

DH: Um-hm. So they were bought out by um...Baron Petroleum, is that what you told me?

EC: Yes and since they were bought out by Baron, I haven't been over there.

DH: Okay. Have you ever worked for any...at...on any other oil rigs?

EC: Uh...I've worked for Wayline Drilling not very long ago.

DH: Okay. So um...the job...how long did you do the job you did?

EC: For which one?

DH: Let me...let me get back, before we get...go to that, let me um...get back to...you fell twice, um...in the same spot that Mr. Rogers did. He fell once, did anybody else fall after him?

EC: No. There was just a few of us out there and the ones...me, uh...uh...Mr. Rogers and I were the ones on the floor, at that time...

DH: Okay.

EC: ...we were short-handed.

DH: So if you were short-handed, how many typically work...how many did you need to do the job?

EC: On a super single I would say four.

DH: Okay, and...

EC: Four is comfortable. There you have two floor hands, you have derrick hand, and a driller. I was the derrick hand. He was my floor hand.

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DH: So you really needed two more people?

EC: Um, at the time, I needed one more person.

DH: One more...okay. So, it was just you and Mr. Rogers, nobody else was uh...

EC: It was me, him, and the driller on that day, and the day before, we had another floor hand that couldn't...wasn't cut out for it, so he got sent home early.

DH: Okay.

EC: And then Mr...well, I take that back, my floor hand was there that day. There was four of us out there that day. And then I had switched positions and the other chain hand was up there with the driller on the rig itself. Him and I were down there getting pipes.

DH: Okay. So for that job to be safe, you would have needed more people?

EC: Not necessarily that day, there was four of us.

DH: Oh okay.

EC: But there's been several times...there's been several times that it was just us three, and I've fallen off, or something will happen, you know.

DH: Okay. Did the other two people see Mr. Rogers fall?

EC: I'm sure Trey did, but the driller isn't within sight of him.

DH: Okay. Okay. Um...okay, Ms. Crowder, is there anything else maybe that we haven't covered that um...um...that you think would be relevant to this?

EC: Well...well that safety man, and the foreman, is supposed to be out there in case accidents like that do happen, uh...they were not present. The person that took him to the doctor, or back into town, was uh...our production crew, that has nothing to do with what we're doing. They...they stay in a trailer and, look at rocks, they're geographical people. We...they were nice enough to take him into town because we can't shutdown the rig to do so.

DH: So the safety man and/or the foreman, um...they were not there but...but...um...I understood that you said that they don't...they don't have them. Is that...so what am...am I...

EC: They don't have them read...readily available to us as they should.

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DH: Uh-huh.

EC: They just go out there long enough to check on things, and they go on a roustabout route to fix other things, because they...they can't afford to have that many people, the required amount of people, aren't uh...like...like a big company.

DH: Okay.

EC: They're a hole in the wall company.

DH: Yeah.

EC: As I would put it.

DH: Alright, Ms. Crowder, I want to um...tell you I appreciate you talking to me. Um...and before I close, I just want to make sure that...um...I did have your permission to record this conversation?

EC: You do.

DH: Okay, and you're...were aware...you were aware that I was recording?

EC: Yes ma'am.

DH: Alright, Ms. Crowder, well listen, thank you so much.

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