

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF OKLAHOMA**

DAVID M. OATES, Individually and on  
Behalf of Others Similarly Situated,

v.

KINDER MORGAN ENERGY PARTNERS,  
L.P.

Case No.: 5:19-CV-01171-SLP

Jury Trial Demanded

**OFFICIAL UNPAID OVERTIME CONSENT TO JOIN FLSA COLLECTIVE ACTION AND CLAIM  
FORM, AND CONFIDENTIAL W-9 APPROVED BY THE COURT**

**In order to join this FLSA collective action and be eligible to receive a Settlement Award, you must provide all of the information requested on this Consent to Join and Claim Form, AND the Substitute W-9, sign and date them, and return them to the Settlement Administrator postmarked on or before April 22, 2024. Any Consent to Join and Claim Form, and Substitute W-9 postmarked or received without a postmark after April 22, 2024, will not be valid. You should mail, fax, or email these forms to the Settlement Administrator at the following address:**

Oates v. Kinder Morgan Energy Partners, L.P.  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Fax: (949) 419-3446  
1-(888) 602-3304  
Email: [OatesKMSettlement@cptgroup.com](mailto:OatesKMSettlement@cptgroup.com)

Unless you indicate otherwise as specified below, by completing and signing this Consent to Join and Claim Form and in exchange for <<EstAmnt>>, you hereby consent and agree to join this lawsuit and, by so joining, to participate in the Settlement entered into by Plaintiff and Kinder Morgan, subject to final approval by the Court. You also consent and agree to be bound by any adjudication of this action by the Court. I hereby designate Michael A. Josephson and Lindsay Itkin Reimer of Josephson Dunlap LLP and Richard J. Burch, of Bruckner Burch PLLC, to represent me in this action.

You understand that by joining this FLSA collective action and, by so joining, accepting this settlement, you are agreeing to the following release of claims:

Any and all state, local or federal claims, obligations, demands, actions, rights, causes of action and liabilities against Releasees (as defined below) for alleged unpaid wages, liquidated or other damages, unpaid costs, penalties (including late payment penalties), premium pay, interest, attorneys' fees, litigation costs, restitution or any other compensation and relief arising under the FLSA and any other state or local wage-related law applicable to the work performed for Kinder Morgan through one or more of the Vendor Companies during the Class Period wherein you were paid a day-rate without overtime for hours worked over 40 in a week. Released Claims expressly do not include any claims that you may have related to work performed on Kinder Morgan's projects on behalf of a vendor other than the Vendor Companies as defined herein. "Releasees" means Kinder Morgan Energy Partners, LP, and its past, present, and future officers, owners, directors, principals, parents, subsidiaries, and predecessors, in their individual and corporate capacities. Releasees expressly excludes the Vendor Companies.

<<EmployeeName>>

CPT ID: <<ID>>

CPT PASSCODE: <<PASSCODE>>

If you would rather participate in this collective action lawsuit, but you **disagree** with the Settlement or some part of it, you should not return this Consent to Join and Claim Form. Instead, you must send a letter via first class U.S. Mail to the Settlement Administrator identifying the specific reasons for your disagreement by **March 18, 2024**. If you do so, you may represent yourself *pro se*, or use your own separate attorney to assist you with your objection.

If you would rather participate in this collective action lawsuit but you do not want to be bound by the Settlement advocated by Plaintiff, you may independently pursue claims yourself *pro se*, or use your own separate attorney to assist you with your own independent prosecution of a claim against Kinder Morgan. If you want to do so, you should not return this Consent to Join and Claim Form. Instead, you must inform the Settlement Administrator by U.S. mail and independently file a consent form in the United States District Court Western District of Oklahoma for this collective action within **March 18, 2024**.

I further represent and warrant that nothing that would otherwise be released by signing this Consent to Join and Claim Form has been assigned, transferred, or hypothecated or purportedly assigned, transferred, or hypothecated to any person or entity, including, but not limited to, any interest in the Lawsuit or any related action.

I understand that **ONLY** the Settlement Administrator will use the personal information supplied on my Consent to Join and Claim Form to make settlement payments from the settlement of the Lawsuit and that it may verify the accuracy of certain facts represented on my Claim Form with information provided by the Parties in the Lawsuit.

I understand that I must keep the Settlement Administrator informed of my current home address and of any change in my address. If I do not do so, I understand that I may not receive the settlement payment that I might otherwise be entitled to receive.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City, State

**Print Clearly or Type:**

Name

\_\_\_\_\_  
First

\_\_\_\_\_  
Middle

\_\_\_\_\_  
Last

\_\_\_\_\_  
Other Names (if any) Used While Working for Kinder Morgan

\_\_\_\_\_  
Current Residential Street Address

City

State

ZIP Code

\_\_\_\_\_  
Email

\_\_\_\_\_  
Telephone Numbers

\_\_\_\_\_  
Home

\_\_\_\_\_  
Cell