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**THIS NOTICE IS NOT AN ADVERTISEMENT FROM A LAWYER. THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA HAS AUTHORIZED THIS NOTICE. AS SET FORTH IN THE NOTICE, THE COURT HAS NOT MADE ANY DECISION REGARDING THE MERITS OF ANY CLAIMS OR DEFENSES IN THIS ACTION. INSTEAD, THE NOTICE IS TO ADVISE YOU OF CERTAIN RIGHTS YOU MAY HAVE, INCLUDING THE RIGHT TO PARTICIPATE IN A PROPOSED SETTLEMENT REGARDING OVERTIME PAY FROM KINDER MORGAN ENERGY PARTNERS, LP.**

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**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

**To:** <<FullName>>

**Re:** **Your Right to Overtime Pay from a Settlement with Kinder Morgan Energy Partners, LP**

**NOTICE OF COLLECTIVE ACTION SETTLEMENT AND YOUR OPT-IN RIGHTS**

TO: <<EmployeeName>>  
<<Address1>> <<Address2>>  
<<City>>, <<State>> <<Zip>>

**PLEASE READ THIS NOTICE CAREFULLY.**

This Notice tells you about the proposed settlement of a Fair Labor Standards Act (“FLSA”) collective action lawsuit from which you are eligible to receive a payment should you choose to participate. You received this Notice because you have been identified as a current or former Inspector who was provided to work on Kinder Morgan projects by one or more of the Vendor Companies listed below and allegedly paid a day rate while working on Kinder Morgan’s projects. This Notice is intended to provide you with information in connection with the current settlement of the above-captioned Lawsuit against Kinder Morgan Energy Partners, LP (“Kinder Morgan”).

Vendor Companies include: (i) 3B Inspection, LLC; (ii) International Inspecting, Inc. d/b/a 3I; (iii) FIS Operations, LLC d/b/a Frontier Integrity Solutions; (iv) Table Rock Survey, LLC d/b/a Integrated Consulting & Inspection LLC; (v) Natural Energy Field Services, LLC; (vi) NV5, LLC; (vii) Onshore Quality Control Specialists, LLC; (viii) Platte River Inspection Services; and (ix) Kestrel Field Services, Inc.

This Notice is intended to advise you of how your rights under the FLSA may be affected by this Lawsuit and describe how to join this FLSA collective action and participate in this settlement if you want to.

**BECAUSE YOU FIT THE CLASS DEFINITION, YOU ARE ELIGIBLE TO JOIN THIS FLSA COLLECTIVE ACTION AND RECEIVE MONEY FROM THE SETTLEMENT IN THIS CASE, AS DESCRIBED BELOW, IN THE SUM OF <<EstAmnt>>. IF YOU WISH TO PARTICIPATE IN THIS COLLECTIVE ACTION AND SETTLEMENT, YOU MUST RETURN THE ATTACHED CONSENT TO JOIN, CLAIM FORM, AND SUBSTITUTE W-9 BY APRIL 22, 2024.**

**1. Why Should You Read This Notice?**

This Notice explains the Lawsuit, how to participate in this FLSA collective action, the key settlement terms, your right to share in the monetary proceeds of this settlement, and your right to disagree with the settlement. The United States District Court for the Western District of Oklahoma has preliminarily approved the settlement as fair and reasonable, but it is not an expression of any opinion by the Court as to the merits of the claims or defenses asserted by the Parties.

**2. What Is the Lawsuit About and Why Was this Notice Sent?**

The FLSA is a federal law that provides remedies for minimum wage and overtime violations. The FLSA allows a single employee to bring claims against an employer on behalf of himself and other similarly situated employees. This is referred to as a collective action.

A former Inspector who performed services for Kinder Morgan filed this Lawsuit on behalf of himself and other Inspectors who worked on Kinder Morgan projects who were allegedly paid a day rate with no overtime. Plaintiff alleges that Kinder Morgan violated the FLSA because it was his employer under the FLSA and did not pay him or other Inspectors the proper amount of overtime for all hours worked over forty hours each week. In addition to unpaid overtime, Plaintiff through the Lawsuit is seeking liquidated (double) damages equal to his unpaid overtime, attorneys’ fees, and costs.

Kinder Morgan denies Plaintiff’s allegations and has asserted various defenses. Kinder Morgan denies all liability but believes this settlement is a business solution to this dispute. The Court has not made any decision as to which side is right.

The Parties investigated the facts and have made a thorough study of the legal principles applicable to the claims asserted in the litigation. Based upon their investigation, legal evaluation, and taking into account the contested legal and factual issues involved, including the assessment of the uncertainties of litigation and the relative benefits conferred upon the Plaintiff and the putative class pursuant to the attached Settlement Agreement, the Parties concluded that the settlement on the terms set forth in the attached Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Plaintiff and the putative class.

The Court preliminarily approved this Settlement and authorized this Notice be sent to you and other eligible workers to inform you of your rights related to this lawsuit and your ability to join this collective action lawsuit and, by joining, participate in the Settlement. After the deadline to consent to join this collective action lawsuit and to participate in the Settlement expires, the Court will decide whether to give final approval to the proposed Settlement.

**3. What are the Terms of the Settlement and How Much Can I Expect to Receive if I Opt-In to this Collective Action Lawsuit and Agree to be Bound by the Settlement?**

If the Settlement receives final approval, Kinder Morgan will pay a gross settlement amount of \$3,556,286.00 to settle this lawsuit. After subtracting the Settlement Administration costs (an amount not to exceed \$30,000.00), attorney’s fees and out-of-pocket expenses for the attorneys representing Plaintiff and the Settlement Class Members who elect to participate in the Settlement (an amount not to exceed \$1,274,700.10), and a Service Award to the Plaintiff (an amount not to exceed \$7,500.00), the remaining settlement fund (also known as the Net Settlement Amount) will be allocated among the Settlement Class Members on a pro rata basis. Any unclaimed Settlement Awards will revert back to Kinder Morgan.

All Settlement Class Members are eligible to receive a *pro rata* share of the Net Settlement Amount. Your share of the Settlement (“Settlement Award”) has been calculated to be <<EstAmnt>>. Your Settlement Award was calculated using your Vendor Company’s payroll and time records, to the extent available, for the Class Period covered by the Settlement, which is three years plus an additional 87 days that preceded the earlier of (a) the date you filed or otherwise opted-in to the lawsuit, or (b) May 31, 2021. Your Settlement Award is based on the number of overtime weeks you worked during the Class Period multiplied by a fixed work week value of **\$54.52**, which was determined by dividing the Net Settlement Amount by the total overtime weeks all eligible Settlement Class Members worked during the Class Period.

Should you choose to opt-in to this collective action lawsuit and participate in the Settlement, any Settlement Award will consist of two checks. One check represents the portion of the Settlement Award allocated to claims of unpaid overtime and other claims for unpaid wages and will be subject to authorized or required deductions, including employee-paid payroll tax withholdings required by law, garnishments, and tax liens. The check will represent payment of liquidated damages, interest, and other non-wage recovery and will not be subject to any payroll or income tax withholding or deductions. You will receive an IRS Form W-2 and the other check represents the portion of the Settlement Award allocated to the payment of liquidated damages, interest, and other non-wage recovery and will not be subject to any payroll or income tax withholding or deductions. You will receive an IRS from 1099 for this amount.

If you submit a Consent to Join, Claim Form, and Confidential W-9 by **April 22, 2024**, and agree to participate in the Settlement, you will receive a Settlement Award so long as the Settlement receives final approval. You will have 90 days to cash your checks that will be sent to you by the Settlement Administrator. If at the conclusion of the 90-day check void period, there are any uncashed checks, the monies will be returned to Kinder Morgan.

By submitting your Consent to Join and Claim Form and agreeing to participate in the Settlement, you will be agreeing to release the following 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 Entities through one or more of the Vendor Companies during the Class Period wherein you were paid an alleged 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 Entities’ projects on behalf of a vendor other than the Vendor Companies as defined herein. Kinder Morgan Entities, and all of their past, present, and future officers, owners, directors, principals, agents, employees, representatives, parents, shareholders, partners, subsidiaries, holding companies, affiliates, predecessors, successors, assigns, insurers, joint venture parties, and related companies, in their individual and corporate capacities that could be regarded, alleged or determined to be a joint employer for the services provided on behalf of the Vendor Companies during the Class Period. Releasees expressly excludes the Vendor Companies (as defined herein). “Kinder Morgan Entities” means Kinder Morgan Contracting Services, LLC, Gulf Coast Express Pipeline LLC, Kinder Morgan CO2 Company, L.P., Kinder Morgan CO2 Construction Inspection Services, Natural Gas Pipeline Company of America, LLC, KMGP Contracting Services LLC, EPBGP Contracting Services LLC, El Paso Energy Service Company, LLC, Kinder Morgan Inc. and Permian Highway Pipeline LLC.

**If you elect to join this FLSA collective action and to participate in the Settlement, you will only be releasing Kinder Morgan from liability. You will not be releasing any of the Vendor Companies from liability for unpaid overtime wages. This means that you might be able to pursue any remaining wage and hour claims for additional compensation due to you against any of the Vendor Companies in a separate proceeding subject to any offset for settlement funds that you received from Kinder Morgan in this lawsuit.**

**It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement Award. If you fail to keep your address current, you may not receive your Settlement Award.**

If the Court does not finally approve the Parties’ proposed Settlement, or if the Parties terminate the Settlement due to material modification of its terms by the Court or due to the occurrence of conditions authorizing the Parties to terminate the Settlement, no payments will be made under the Settlement. The rights and duties of the Parties will revert to their status prior to the execution of the Settlement, you will not be deemed to have joined this lawsuit for any other purpose, and the Settlement Class Members will have no rights to a Settlement Award pursuant to the Settlement.

**4. What Are My Options?**

- Participate in this collective action lawsuit and, by so joining, participate in the Settlement and receive a Settlement Award by returning a fully executed Consent to Join and Claim Form and Confidential W-9 by **April 22, 2024**, via mail, fax, or email to:

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)

- If you decide to participate in this collective action lawsuit, you may disagree with the Settlement or some part of it by sending 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 decide to send a letter disagreeing with the Settlement, you should not submit the attached Consent to Join and Claim Form to the Settlement Administrator.
- Do nothing and not be deemed to be a part of this collective action lawsuit and you will not be permitted to participate in the Settlement or receive payment of any Settlement Award.
- Pursue an independent action against Kinder Morgan if you choose not to participate in this collective action lawsuit. Pursuit of an individual action is available only if you do not opt into the collective action.
- Even if you opt in, you have a right to not accept any settlement offer. If you opt into the collective action lawsuit, but do not agree to be bound by the Settlement advocated by Plaintiff, you will not be eligible to receive the Settlement Award described

above and must independently pursue your claims against Kinder Morgan either *pro se* or using separate counsel. To do so, 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 by **March 18, 2024**. If you decide to opt-in to the lawsuit but not be bound by the Settlement Award described above, you should not submit the attached Consent to Join and Claim Form to the Settlement Administrator.

- Although not required, you may attend an in-person fairness hearing regarding the final disposition of this Settlement. The hearing will be held on **June 25, 2024, at 10:00 a.m.**

**5. Can Kinder Morgan Retaliate Against Me for Participating in this Lawsuit?**

No. Your decision as to whether or not to participate in this FLSA collective action and Settlement will in no way affect your ability to perform work for Kinder Morgan.

**6. Who Are the Attorneys Representing Plaintiff and the Settlement Class?**

The following attorneys represent Plaintiff and the Settlement Class (“Class Counsel”):

Michael Josephson  
 Lindsay Itkin Reimer  
 Josephson Dunlap, LLP  
 11 Greenway Plaza  
 Suite 3050  
 Houston Texas 77046  
 Phone: 1-888-992-2990  
 Email: Info@mybackwages.com

Rex Burch  
 Bruckner Burch, P.L.L.C.  
 11 Greenway Plaza  
 Suite 3025  
 Houston, Texas 77046  
 Phone: 713-877-8788  
 Email: frontdesk@brucknerburch.com

You also have the right to proceed with independent counsel or *pro se*.

**7. How Will the Attorneys for the Settlement Class Be Paid?**

Kinder Morgan has agreed to pay the fees and costs of Class Counsel’s attorneys identified above. You will not have to pay Class Counsel any money for their attorneys’ fees or costs directly. This amount is being paid to Class Counsel as a part of the settlement approved by the Court.

**8. Additional Information**

If you need more information or have any questions about the Settlement, or would like to review the Settlement Agreement, you may contact the Class Counsel at the telephone number or email listed in the preceding section. Please refer to the Kinder Morgan Settlement. This Notice only summarizes the Lawsuit, the Settlement, and related matters.

**THIS SETTLEMENT NOTICE IS AUTHORIZED BY UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA. PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**