



IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

SEP - 4 2015

JUDY SOOS, Guardian of KYLE A. )  
RANDALL, an incapacitated adult; )

TIM RHODES  
COURT CLERK

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Plaintiff, )

Case No.: CJ-2014-5550

v. )

Judge Barbara G. Swinton

DEVON ENERGY CORPORATION, a )  
Foreign for Profit Business Corporation, )  
et al., )

Defendants. )

**FIRST AMENDED ANSWERS OF DEFENDANTS**  
**(1) TRUE ENERGY SERVICES, L.L.C,**  
**(2) TRUE ENERGY PARTNERS, L.L.C. d/b/a RICK'S TANK TRUCK**  
**SERVICES, L.L.C. AND (3) RICK'S TANK TRUCK SERVICES, L.L.C.**  
**TO PLAINTIFF'S AMENDED PETITION**

Defendants, True Energy Services, L.L.C., True Energy Partners, L.L.C. d/b/a Rick's Tank Truck Services, L.L.C., and Rick's Tank Truck Services, L.L.C (collectively referred to herein as the "Defendants"), and submit their First Amended Answers to Plaintiff's Amended Petition. Unless expressly admitted below, each and every allegation contained in Plaintiff's Amended Petition is denied. As to each numbered paragraph of the Amended Petition, Defendants answer as follows:

**PARTIES, JURISDICTION AND VENUE**

1. With respect to paragraph No. 1 of Plaintiff's Amended Petition, Defendants are without sufficient information to form a belief as to the truth of the allegations, and upon that basis deny the same.
2. With respect to paragraph No. 2 of Plaintiff's Amended Petition, upon information and belief the allegations are admitted.

3. To the extent the allegations in paragraph No. 3 of Plaintiff's Amended Petition are directed toward Defendants, the same are denied. To the extent the allegations refer to other defendants, no response is required, and if a response is required, the Defendants deny the same.
4. To the extent the allegations in paragraph No. 4 of Plaintiff's Amended Petition are directed toward Defendants, the same are denied. To the extent the allegations refer to other defendants, no response is required, and if a response is required, the Defendants deny the same.
5. To the extent the allegations in paragraph No. 5 of Plaintiff's Amended Petition are directed toward Defendants, the same are denied. To the extent the allegations refer to other defendants, no response is required, and if a response is required, the Defendants deny the same.
6. With respect to paragraph No. 6 of Plaintiff's Amended Petition, Defendants are without sufficient information to form a belief as to the truth of the allegations, and upon that basis deny the same.
7. With respect to paragraph No. 7 of Plaintiff's Amended Petition, Defendants are without sufficient information to form a belief as to the truth of the allegations, and upon that basis deny the same.
8. With respect to paragraph No. 8 of Plaintiff's Amended Petition, Defendants are without sufficient information to form a belief as to the truth of the allegations, and upon that basis deny the same.
9. With respect to paragraph No. 9 of Plaintiff's Amended Petition, Defendants are without sufficient information to form a belief as to the truth of the allegations, and upon that basis deny the same.

10. With respect to paragraph No. 10 of Plaintiff's Amended Petition, Defendants admit only True Energy Services, LLC is a domestic limited liability company doing business in the State of Oklahoma. The remaining allegations in paragraph No. 10 of Plaintiff's Amended Petition are denied.
11. With respect to paragraph No. 11 of Plaintiff's Amended Petition, Defendants admit only True Energy Partners, LLC is a domestic limited liability company doing business in the State of Oklahoma. The remaining allegations in paragraph No. 11 of Plaintiff's Amended Petition are denied.
12. With respect to paragraph No. 12 of Plaintiff's Amended Petition, Defendants admit only Rick's Tank Truck Service, LLC is a domestic limited liability company doing business in the State of Oklahoma. The remaining allegations in paragraph No. 12 of Plaintiff's Amended Petition are denied.
13. Paragraph No. 13 of Plaintiff's Amended Petition is incomplete and not a short and plain statement or averment required pursuant to the Oklahoma Pleading Code, and, therefore a response is not required or warranted. To the extent Plaintiff submits a response is required or warranted, Defendant denies the allegations in paragraph No. 13 of Plaintiff's Amended Petition.
14. Defendants deny the allegations contained in paragraph No. 14 of Plaintiff's Amended Petition.

#### **FACTUAL ALLEGATIONS**

15. In response to paragraph No. 15 of Plaintiff's Amended Petition, Defendants incorporate their responses to paragraphs 1 through 14.
16. Defendants admit the allegations contained in paragraph No. 16 of Plaintiff's Amended Petition.

17. With respect to paragraph No. 17 of Plaintiff's Amended Petition, Defendants admit only on or about July 2, 2013, Mr. Griffin, Jr. negligently operated a commercial semi-trailer truck and caused a collision with a vehicle operated by Mr. Randall. Any and all remaining allegations are denied.
18. With respect to paragraph No. 18 of Plaintiff's Amended Petition, Defendants admit only on or about July 2, 2013, Mr. Griffin, Jr. negligently operated a commercial semi-trailer truck and caused a collision with a vehicle operated by Mr. Randall. Defendants specifically deny any act or omission was reckless and further denies the alleged nature and scope of Plaintiff's injuries and alleged damages. Any and all remaining allegations are denied.
19. With respect to paragraph No. 19 of Plaintiff's Amended Petition, Defendants admit only on or about July 2, 2013, Mr. Griffin, Jr. negligently operated a commercial semi-trailer truck and caused a collision with a vehicle operated by Mr. Randall. Defendants specifically deny the alleged nature and scope of Plaintiff's injuries and alleged damages. Any and all remaining allegations are denied.
20. With respect to paragraph No. 20 of Plaintiff's Amended Petition, Defendants are without sufficient information to form a belief as to the truth of the allegations, and upon that basis deny the same.
21. Paragraph No. 21 of Plaintiff's Amended Petition is not a short and plain statement or averment required pursuant to the Oklahoma Pleading Code, and, therefore a response is not required or warranted. To the extent Plaintiff submits a response is required or warranted, Defendant denies the allegations in

- paragraph No. 21 of Plaintiff's Amended Petition. Defendants specifically deny the alleged nature and scope of Plaintiff's injuries and alleged damages.
22. Paragraph No. 22 of Plaintiff's Amended Petition is not a short and plain statement or averment required pursuant to the Oklahoma Pleading Code, and, therefore a response is not required or warranted. To the extent Plaintiff submits a response is required or warranted, Defendant denies the allegations in paragraph No. 22 of Plaintiff's Amended Petition.
23. With respect to paragraph No. 23 of Plaintiff's Amended Petition, Defendants are without sufficient information to form a belief as to the truth of the allegations, and upon that basis deny the same. The allegations are also not a short and plain statement or averment required pursuant to the Oklahoma Pleading Code, and, for that further reason, a response is not required or warranted.
24. Defendants deny the allegations contained in paragraph No. 24 of Plaintiff's Amended Petition.
25. With respect to paragraph No. 25 of Plaintiff's Amended Petition, Defendants admit only James Griffin was operating his tractor and trailer within the course and scope of his employment with Rick's Tank Truck Service, LLC on or about the date of the accident. Any and all remaining allegations are denied.
26. With respect to paragraph No. 26 of Plaintiff's Amended Petition, Defendants admit only Rick's Tank Truck Service, LLC was engaged in hauling produced water transportation and disposal services. Any and all remaining allegations are denied.
27. With respect to paragraph No. 27 of Plaintiff's Amended Petition, Defendants admit only on or about July 2, 2013, Mr. Griffin, Jr. negligently operated a

commercial semi-trailer truck and caused a collision with a vehicle operated by Mr. Randall. Defendants specifically deny the alleged nature and scope of Plaintiff's injuries and alleged damages. Any and all remaining allegations are denied.

28. With respect to paragraph No. 28 of Plaintiff's Amended Petition, Defendants admit only on or about July 2, 2013, Mr. Griffin, Jr. negligently operated a commercial semi-trailer truck and caused a collision with a vehicle operated by Mr. Randall. Defendants specifically deny the alleged nature and scope of Plaintiff's injuries and alleged damages. Any and all remaining allegations are denied.

29. Paragraph Nos. 29 through 31 of Plaintiff's Amended Petition are not short and plain statements or averments required pursuant to the Oklahoma Pleading Code, and, therefore responses are not required or warranted. To the extent Plaintiff submits responses are required or warranted, Defendant denies the allegations in paragraph Nos. 29 through 31 of Plaintiff's Amended Petition.

30. Defendants deny the allegations contained in paragraph No. 32 of Plaintiff's Amended Petition.

31. Paragraph Nos. 33 through 34 of Plaintiff's Amended Petition are not short and plain statements or averments required pursuant to the Oklahoma Pleading Code, and, therefore responses are not required or warranted. To the extent Plaintiff submits responses are required or warranted, Defendant denies the allegations in paragraph Nos. 33 through 34 of Plaintiff's Amended Petition.

32. Defendants deny the allegations contained in paragraph No. 35 of Plaintiff's Amended Petition.

33. With respect to paragraph No. 36 of Plaintiff's Amended Petition, Defendants admit only that a Master Service and Supply Agreement was entered into with Rick's Tank Truck Services, Inc. and dated November 6, 2008. Defendants further state the terms of the agreement speak for themselves.
34. With respect to paragraph No. 37 of Plaintiff's Amended Petition, Defendants admit only that a Master Service and Supply Agreement was entered into with Rick's Tank Truck Services, Inc. and dated November 6, 2008.
35. Defendants admit paragraph No. 38 of Plaintiff's Amended Petition.
36. With respect to paragraph No. 39 of Plaintiff's Amended Petition, Defendants admit only Mr. Griffin had recently left a lease location operated by Devon Energy Production Company, L.P., and that Griffin was en route to deliver salt water.
37. Paragraph Nos. 40 through 48 of Plaintiff's Amended Petition are incomplete statements and not short and plain statements or averments required pursuant to the Oklahoma Pleading Code, and, therefore responses are not required or warranted. To the extent Plaintiff submits responses are required or warranted, Defendants deny the allegations in paragraph Nos. 40 through 48 of Plaintiff's Amended Petition. Further, no agreement referenced in these paragraphs was attached to Plaintiff's Amended Petition and the terms of any contract speak for themselves and any allegations that differ from the actual content thereof are denied.
38. Defendants deny the allegations contained in paragraph No. 49 of Plaintiff's Amended Petition.

### **CAUSES OF ACTION**

#### **I. As to the True Energy Defendants**

### **A. Negligence/Negligence *per se***

39. In response to paragraph No. 50 of Plaintiff's Amended Petition, Defendants incorporate by reference their responses to paragraphs Nos. 1 through 49.
40. With respect to paragraph No. 51 of Plaintiff's Amended Petition, Defendants admit only on or about July 2, 2013, Mr. Griffin, Jr. negligently operated a commercial semi-trailer truck and caused a collision with a vehicle operated by Mr. Randall. Defendants specifically deny the alleged nature and scope of Plaintiff's injuries and alleged damages. Any and all remaining allegations are denied.
41. Defendants deny the allegations contained in paragraph No. 52 of Plaintiff's Amended Petition.
42. With respect to paragraph No. 53 of Plaintiff's Amended Petition, Defendants admit only on or about July 2, 2013, Mr. Griffin, Jr. negligently operated a commercial semi-trailer truck and caused a collision with a vehicle operated by Mr. Randall. Defendants specifically deny the alleged nature and scope of Plaintiff's injuries and alleged damages. Any and all remaining allegations are denied.
43. Defendants deny the allegations contained in paragraph No. 54 of Plaintiff's Amended Petition.
44. With respect to paragraph No. 55 of Plaintiff's Amended Petition, Defendants admit only Mr. Griffin was operating his tractor and trailer within the course and scope of his employment with Rick's Tank Truck Service, LLC on or about the date of the accident. Defendants also admit on or about July 2, 2013, Mr. Griffin, Jr. negligently operated a commercial semi-trailer truck and caused a collision



with a vehicle operated by Mr. Randall. Defendants specifically deny the alleged nature and scope of Plaintiff's injuries and alleged damages. Any and all remaining allegations are denied.

45. With respect to paragraph No. 56 of Plaintiff's Amended Petition, Defendants admit only Rick's Tank Truck Service, LLC was the owner of the tractor and trailer that were being operated by Mr. Griffin at the time of the accident. Any and all remaining allegations are denied.

46. With respect to paragraph No. 57 of Plaintiff's Amended Petition, Defendants admit only Rick's Tank Truck Service, LLC was the owner of the tractor and trailer that were being operated by Mr. Griffin at the time of the accident. Any and all remaining allegations are denied.

47. Defendants deny the allegations contained in paragraph No. 58 of Plaintiff's Amended Petition.

48. Defendants deny the allegations contained in paragraph No. 59 of Plaintiff's Amended Petition.

49. Paragraph No. 60 of Plaintiff's Amended Petition is not a short and plain statement or averment required pursuant to the Oklahoma Pleading Code, and, therefore a response is not required or warranted. To the extent Plaintiff submits a response is required or warranted, Defendants admit only on or about July 2, 2013, Mr. Griffin, Jr. negligently operated a commercial semi-trailer truck and caused a collision with a vehicle operated by Mr. Randall. Defendants specifically deny the alleged nature and scope of Plaintiff's injuries and alleged damages. Any and all remaining allegations are denied.

50. With respect to paragraph No. 61 of Plaintiff's Amended Petition, Defendants admit only on or about July 2, 2013, Mr. Griffin, Jr. negligently operated a commercial semi-trailer truck and caused a collision with a vehicle operated by Mr. Randall. Defendants specifically deny the alleged nature and scope of Plaintiff's injuries and alleged damages. Any and all remaining allegations are denied.

51. With respect to paragraph Nos. 62 through 64 of Plaintiff's Amended Petition, Defendants admit only on or about July 2, 2013, Mr. Griffin, Jr. negligently operated a commercial semi-trailer truck and caused a collision with a vehicle operated by Mr. Randall. Defendants specifically deny the alleged nature and scope of Plaintiff's injuries and alleged damages. Any and all remaining allegations are denied and further deny Plaintiff is entitled to the relief sought.

**B. Negligent Hiring, Supervision, Retention and Maintenance.**

52. In response to paragraph No. 65 of Plaintiff's Amended Petition, Defendants incorporate by reference their responses to paragraphs Nos. 1 through 64.

53. Paragraph No. 66 of Plaintiff's Amended Petition is not a short and plain statement or averment required pursuant to the Oklahoma Pleading Code, and, therefore a response is not required or warranted. To the extent Plaintiff submits a response is required or warranted, Defendants deny the allegations in paragraph No. 66 of Plaintiff's Amended Petition.

54. Defendants deny the allegations contained in paragraph No. 67 of Plaintiff's Amended Petition.

55. Defendants deny the allegations contained in paragraph No. 68 of Plaintiff's Amended Petition.

56. Defendants deny the allegations contained in paragraph No. 69 of Plaintiff's Amended Petition.

57. Defendants deny the allegations contained in paragraph No. 70 of Plaintiff's Amended Petition and further deny Plaintiff is entitled to the relief sought.

### **C. Negligent Entrustment.**

58. In response to paragraph No. 71 of Plaintiff's Amended Petition, Defendants incorporate by reference their responses to paragraphs Nos. 1 through 70.

59. With respect to paragraph No. 72 of Plaintiff's Amended Petition, Defendants admit only Rick's Tank Truck Service, LLC was the owner of the tractor and trailer that were being operated by Mr. Griffin at the time of the accident. Any and all remaining allegations are denied.

60. Defendants deny the allegations contained in paragraph No. 73 of Plaintiff's Amended Petition and further deny Plaintiff is entitled to the relief sought.

61. Defendants deny the allegations contained in paragraph No. 74 of Plaintiff's Amended Petition and further deny Plaintiff is entitled to the relief sought.

62. Defendants deny the allegations contained in paragraph No. 75 of Plaintiff's Amended Petition and further deny Plaintiff is entitled to the relief sought.

63. Defendants deny the allegations contained in paragraph No. 76 of Plaintiff's Amended Petition and further deny Plaintiff is entitled to the relief sought.

## **II. As to the Devon Defendants.**

### **A. Negligence/Negligence *per se* Shared Liability**

64. Paragraphs Nos. 77 and 78 relate only to the Devon Defendants and require no responses from Defendants. To the extent Plaintiff submits responses are

required or warranted, Defendants deny the allegations in paragraph Nos. 77 and 78 of Plaintiff's Amended Petition.

65. Defendants deny the allegations contained in paragraph No. 79 of Plaintiff's Amended Petition and further deny Plaintiff is entitled to the relief sought.

66. Paragraphs Nos. 80 through 83 relate only to the Devon Defendants and require no responses from Defendants. To the extent Plaintiff submits responses are required or warranted, Defendants deny the allegations in paragraph Nos. 80 through 83 of Plaintiff's Amended Petition.

**B. Negligence Hiring, Supervision, Retention and Maintenance.**

67. Paragraphs Nos. 84 through 87 relate only to the Devon Defendants and require no responses from Defendants. To the extent Plaintiff submits response are required or warranted, Defendants deny the allegations in paragraph Nos. 84 through 87 of Plaintiff's Amended Petition.

68. Defendants deny the allegations directed toward them contained in paragraph No. 88 of Plaintiff's Amended Petition. With respect to the allegations contained therein which relate only to the Devon Defendants, no response is required. To the extent Plaintiff submits a response is required or warranted to the remaining allegations, Defendants deny the allegations in paragraph No. 88 of Plaintiff's Amended Petition.

69. With respect to paragraph No. 89 of Plaintiff's Amended Petition, to the extent "aforementioned breaches" refers to the Defendants, the same are denied. To the extent "aforementioned breaches" and the remaining allegations of this paragraph refer to other Defendants, no response is required, and if a response is required, the Defendants deny the same.

70. Paragraph No. 90 relate only to the Devon Defendants and requires no response from Defendants. To the extent Plaintiff submits a response is required or warranted, Defendants deny the allegations in paragraph No. 90 of Plaintiff's Amended Petition. Defendants specifically deny Plaintiff is entitled to the relief sought.

### **III. As to All Defendants**

#### **Punitive Damages**

71. In response to paragraph No. 91 of Plaintiff's Amended Petition, Defendants incorporate by reference their responses to paragraphs Nos. 1 through 90.

72. Defendants deny the allegations contained in paragraph No. 92 of Plaintiff's Amended Petition.

73. Defendants deny the allegations contained in paragraph No. 93 of Plaintiff's Amended Petition and further deny Plaintiff is entitled to the relief sought

74. To the extent the allegations in the WHEREFORE clause are directed toward Defendants, the same are denied. To the extent the allegations refer to other Defendants, no response is required, and if a response is required, Defendants deny the same.

#### **AFFIRMATIVE DEFENSES**

1. Plaintiff's medical conditions were not proximately caused by this accident.
2. Defendants contend that Plaintiff suffered from pre-existing medical conditions.
3. Defendants contend that Plaintiff's medical treatment was not reasonable or necessary.

4. Plaintiff's claimed damages did not result, directly or indirectly, from any act or omission of the Defendants, but such damages, if any, resulted from the acts or omissions of persons other than the Defendants, for which acts or omissions the Defendants are in no way liable, and the Plaintiff, therefore, is not entitled to recover from the Defendants.

5. The Amended Petition fails to set forth a claim for punitive damages upon which relief may be granted.

6. Any challenged actions were lawful, or privileged or justified, were not done for the purpose of causing injury, and were not motivated by malice, ill will, or malice of law.

7. All challenged actions were made in good faith.

8. Punitive damages are improper under the circumstances of this case. The Defendants affirmatively plead the following in regard to punitive damages:

A. An award of punitive damages in this civil action would amount to a deprivation of property without due process of law in violation of the Fifth and Fourteenth Amendments to the United States Constitution and the corresponding provisions of the Constitution of the State of Oklahoma.

B. The criteria used for determining whether and in what amount punitive damages may be awarded are impermissible, vague, imprecise, and inconsistent and, therefore, violate the due process provisions of the Fifth and Fourteenth Amendments to the United States Constitution and the corresponding provisions of the Constitution of the State of Oklahoma.

C. An award of punitive damages in this civil action would amount to an excessive fine in violation of the Eighth Amendment to the United States Constitution and the corresponding provisions of the Constitution of the State of Oklahoma;

D. Plaintiff's claims for punitive damages are barred by the "double jeopardy" clause of the Fifth Amendment to the United States Constitution, as applied to the states through the Fourteenth Amendment; and

E. Any award of punitive damages based upon any standard of proof less than "clear and convincing evidence" would violate the Due Process clause of the 14<sup>th</sup> Amendment of the United States Constitution.

9. The actions of the Defendants do not warrant the imposition of compensatory or punitive damages

10. The undisputed evidence in this case fails to establish any facts sufficient to establish claims for negligent entrustment, hiring, supervision, retention and maintenance. In fact, based upon Defendant Rick's Tank Truck Service, LLC's admission of liability, any other theory for imposing liability on the employer unnecessary and superfluous. *Jordan v. Cates*, 1997 OK 9, 935 P.2d 289, 293.

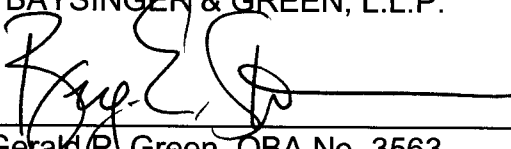
11. The actions of the Defendants do not warrant the imposition of attorneys' fees, costs, interest, and other such and further relief.

12. Defendants reserve the right to identify additional affirmative defenses as discovery may warrant.

WHEREFORE, having fully answered the Amended Petition, Defendants, True Energy Services, L.L.C., True Energy Partners, L.L.C. d/b/a Rick's Tank Truck Services, L.L.C., and Rick's Tank Truck Services, L.L.C pray that the claims against them be dismissed, for an award of costs and expenses incurred herein, and for such other and further relief this Court deems just and proper.

Respectfully submitted:

PIERCE COUCH HENDRICKSON  
BAYSINGER & GREEN, L.L.P.



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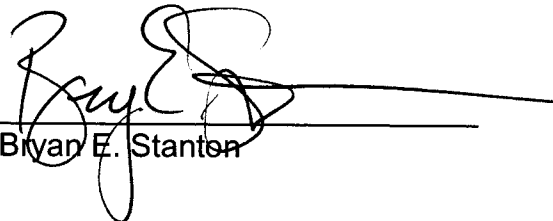
*Attorneys for Defendants, True Energy Services, L.L.C., True Energy Partners, L.L.C. d/b/a Rick's Tank Truck Services, L.L.C.; and Rick's Tank Truck Services, L.L.C.*

### **CERTIFICATE OF SERVICE**

This is to certify that on this 4th day of September, 2015, I caused to be delivered a true, correct and exact copy of the above and foregoing instrument to the following:

Daniel E. Smolen, OBA #19943  
Donald E. Smolen, II, OBA #19944  
Oleg Roytman, OBA #20321  
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