May 30, 2008

KBR, Inc.
601 Jefferson St., Ste. 3400
Houston, TX 77002

Dear Sir or Madam:

Sometime in the next few weeks, the Project On Government Oversight (POGO) will update its Federal Contractor Misconduct Database (http://www.contractormisconduct.org/), a compilation of information from public resources regarding government contractors, including KBR. On August 16, 2005, December 2, 2005 and November 14, 2006, we sent Halliburton/KBR information regarding findings in POGO’s database. As of today, we have not received a response from you. I have enclosed the findings relevant to your company, and I am seeking verification of this data.

Any response would be greatly appreciated, as the accuracy of this information is in the best interest of all parties. Out of fairness to KBR, please be assured that any response received by POGO will be posted on the website along with the data.

The biggest change we will be making to the database is the inclusion of more federal contractors (the top 100). We are also adding new instances that we have found in recent months and updating instances already in the database with new information. Please note that the database also includes pending instances, but these are kept separate from resolved instances and are not included in the totals.

If you have any questions, I can be reached at (202) 347-1122. Thank you for your time and consideration.

Sincerely,

Neil Gordon
Investigator

Enclosure
**Instances**

   - **Date:** 04/12/2002 (Date of Verdict)
   - **Misconduct Type:** Intellectual Property
   - **Enforcement Agency:** Non-Governmental
   - **Contracting Party:** Non-Governmental
   - **Court Type:** Civil
   - **Amount:** $101,100,000
   - **Disposition:** Judgment Against Defendant
   - **Synopsis:** The jury found that Halliburton Energy Services, Inc. infringed BJ's patent on its Vistar fracturing fluid and awarded BJ approximately $98.1 million in damages and approximately $3 million in prejudgment interest. The court also indicated that it would issue an injunction preventing Halliburton from further use of its Phoenix fracturing fluid that was determined by the jury to infringe the BJ patent.

   - **Date:** 08/03/2004 (Date of Settlement)
   - **Misconduct Type:** Securities
   - **Enforcement Agency:** SEC
   - **Contracting Party:** None
   - **Court Type:** Civil
   - **Amount:** $7,500,000
   - **Disposition:** Settlement
   - **Synopsis:** In response to Halliburton's failure to disclose a 1998 change to its accounting practice, the Securities and Exchange Commission began enforcement proceedings. As a result of that undisclosed change, Halliburton's public statements regarding its income in 1998 and 1999 were materially misleading. Halliburton agreed to settle the enforcement actions by consenting to a Commission order to cease and desist from committing or causing future securities law violations. Additionally, Halliburton and its former controller, Robert C. Muchmore, Jr., agreed to pay penalties of $7.5 million and $50,000, respectively.

3. **Overcharging the Government**
   - **Date:** 02/08/2002 (Date of Settlement)
   - **Misconduct Type:** Government Contract Fraud
   - **Enforcement Agency:** Defense – Army
   - **Contracting Party:** Defense - Army
   - **Court Type:** Civil
   - **Amount:** $2,000,000
   - **Disposition:** Settlement
   - **Synopsis:** “Brown & Root Services, now operating as Kellogg Brown & Root, has been a defendant in civil litigation pending in federal court in Sacramento, California. The lawsuit alleges that Brown & Root Services violated provisions of the False Claims Act while performing work for the United States Army at Fort Ord in California. This lawsuit was filed by a former employee in 1997. On February 8, 2002, this lawsuit and a related grand jury investigation were settled. Kellogg Brown & Root made a $2 million payment to the United
States government and paid the former employee’s legal expenses. Kellogg Brown & Root denied wrongdoing and did not admit liability. The United States agreed to suspend further investigation and forgo any further sanctions with regard to the Ft. Ord contract. Kellogg Brown & Root’s ability to perform further work for the United States government has not been impaired.”

4. Unauthorized Exports and Reexports  
Date: 07/25/1995 (Date of Penalty Order)  
Misconduct Type: Import/Export  
Enforcement Agency: Commerce  
Contracting Party: None  
Court Type: Civil  
Amount: $2,610,000  
Disposition: Fine  
Synopsis: “On July 25, 1995, Assistant Secretary for Export Enforcement John Despres signed an order assessing a civil penalty of $2,610,000 against the Halliburton Company of Texas. The civil penalty was the largest fine imposed by the Department [of Commerce] for export violations, and was part of a global settlement related to unauthorized exports and reexports of oil field equipment made to Libya by two Halliburton subsidiaries, Halliburton Logging Services (HLS) and Halliburton Geophysical Services (HGS).” See related Halliburton misconduct instance "Unauthorized Exports and Reexports."

5. Criminal Unauthorized Exports and Reexports  
Date: 07/25/1995 (Date of Plea)  
Misconduct Type: Import/Export  
Enforcement Agency: Commerce  
Contracting Party: None  
Court Type: Criminal  
Amount: $1,200,000  
Disposition: Plead Guilty  
Synopsis: In connection with a civil suit concerning “unauthorized exports and reexports of oil field equipment made to Libya by two Halliburton subsidiaries, Halliburton Logging Services (HLS) and Halliburton Geophysical Services (HGS),” Halliburton pled guilty to additional criminal charges and accepted “a criminal penalty of $1,200,000 for three violations of the International Emergency Economic Powers Act in connection with the export of the pulse neutron generators to Libya.” See related Halliburton misconduct instance "Unauthorized Exports and Reexports."

6. Violation of Anti-Kickback Act  
Date: 06/09/2004 (Date of Testimony)  
Misconduct Type: Ethics  
Enforcement Agency: Defense – General  
Contracting Party: Defense - General  
Court Type: Administrative  
Amount: $6,300,000  
Disposition: Settlement
Synopsis: “KBR has voluntarily disclosed a possible violation of the Anti-Kickback Act 18 USC §874 et. seq. by two of its employees. KBR has already reimbursed the Government for the estimated impact of $6.3 million, but has failed to provide data necessary for DCAA to verify the accuracy of that amount.”

7. Excessive Subcontract Costs
Date: 06/09/2004 (Date of Testimony)
Misconduct Type: Government Contract Fraud
Enforcement Agency: Defense – Army
Contracting Party: Defense - Army
Court Type: Administrative
Amount: $55,000,000
Disposition: Administrative Agreement
Synopsis: The DCAA (Defense Contract Audit Agency) “has identified issues related to the reasonableness of negotiated subcontract costs for DFACs (Dining Facilities). KBR has been unable to support the reasonableness of subcontract prices or the appropriate billing methodology intended in its subcontracts.” Billed headcount numbers [at these facilities] exceeded the actual meals served by at least 19 percent according to KBR’s own studies and could be as high as 36 percent based on on-going DCAA analysis. Initially, DCAA and KBR agreed on a withholding of $176.5 million until additional supporting data could be provided by KBR…[however] the DCAA has currently increased its suspended DFAC costs to $186 million.” As reported in its 2005 10-K, the government eventually agreed to withhold $55 million.

8. Fraud and Accepting Kickbacks
Date: 08/19/2005 (Date of Guilty Plea)
Misconduct Type: Government Contract Fraud
Enforcement Agency: Defense – Army
Contracting Party: Defense - Army
Court Type: Criminal
Amount: $91,174
Disposition: Suspend/Debar - Employee
Synopsis: On August 19, 2005, Glenn Allen Powell, 40, of Texas, a former employee of Kellogg, Brown & Root (KBR), entered a plea of guilty to charges he defrauded the United States and accepted kickbacks of more than $100,000 from an Iraqi subcontractor. Powell admitted accepting approximately $110,300 in kickbacks related to the award of a subcontract to an Iraqi company for renovation of buildings in Iraq. From October 2003 to January 6, 2005, Powell, a U.S. citizen, was employed by KBR as a subcontracts administrator in Iraq. On November 18, 2005, Powell was sentenced to 15 months in prison and was made to pay $90,974 in restitution and a $200 assessment. According to the Excluded Parties List System, he was debarred on February 16, 2006.

9. KBR Employee Sentenced for Accepting Kickbacks
Date: 12/01/2006 (Date of Sentence)
Misconduct Type: Ethics
Enforcement Agency: Defense – Army
Contracting Party: Defense - Army
Court Type: Administrative
Amount: $380,330
Disposition: Suspend/Debar - Employee
Synopsis: Former KBR employee, Stephen Lowell Seamans, was sentenced to 12 months in prison for his role in a kickback scheme with Tamimi Global Company, a Saudi Arabian company. Seamans was also ordered to pay $380,130 in restitution and a $200 assessment. The scheme resulted in Mohammad Shabbir Khan, a Tamimi executive, paying $133,000 in kickbacks to Seamans who was responsible for negotiation, execution and administration of subcontracts on KBR's behalf under the U.S. Army's prime contract known as LOGCAP III. Khan paid Seamans the kickbacks to secure two subcontracts for Tamimi Global Company for military dining facilities: a $14.4 million dollar subcontract at Camp Arifjan, Kuwait, and a subcontract of $7.4 million dollars at a palace in Baghdad, Iraq. According to the Excluded Parties List System, Seamans was debarred on June 27, 2007.

10. Exposing Troops to Hazardous Water Conditions
Date: 03/07/2008 (Date of IG Report)
Misconduct Type: Health
Enforcement Agency: Defense – General
Contracting Party: Defense - Army
Court Type: N/A
Amount: $0
Disposition: Investigative Finding
Synopsis: In April 2006, the Senate Democratic Policy Committee held a hearing on allegations that Halliburton and its former subsidiary, KBR, knowingly exposed thousands of U.S. troops in Iraq to hazardous levels of unhealthy non-drinking water from the Euphrates River. This water was mainly used by the troops to shower, wash their hands and faces, brush their teeth, wash their clothes, and sometimes to make coffee. The allegations were made by current and former Halliburton/KBR water quality maintenance employees who claimed they alerted the company, but it took no action. The matter was referred to the Department of Defense Office of Inspector General, which, in March 2008, released a report that found U.S. soldiers at Camp Q-West, located about 180 miles north of Baghdad, were provided with treated but untested wastewater for nearly two years by KBR and may have suffered health problems as a result. The report also found that at several other bases, both KBR and the military failed to perform required water-quality checks, thereby exposing troops to potentially unsafe water for washing, bathing, shaving and cleaning. KBR provides water to U.S. bases in Iraq under its LOGCAP contract.

11. Overpricing Fuel
Date: 12/11/2003 (Date of DCAA Report)
Misconduct Type: Cost/Labor Mischarge
Enforcement Agency: Defense – Army
Contracting Party: Defense - Army
Court Type: Administrative
Amount: $10,100,000
Disposition: Settlement
Synopsis: In December 2003, the Defense Contract Audit Agency (DCAA) announced that Halliburton's Kellogg, Brown and Root subsidiary may have overpriced fuel imported to Iraq
from Kuwait by as much as $61 million. Defense Department officials, however, granted Halliburton a waiver eliminating their responsibility to provide any cost and pricing data from its Kuwaiti subcontractor and declared the gasoline prices “fair and reasonable.” By early 2006, the DCAA had found $279 million in questioned or unsupported costs under the Restore Iraqi Oil (RIO) contract, but, according to news accounts at that time, the Army chose to reimburse Halliburton for all but $10.1 million of those contested costs.

Date: 02/10/2005 (Date of Dismissal)
Misconduct Type: Non-governmental Contract Fraud
Enforcement Agency: Non-Governmental
Contracting Party: International
Court Type: Civil
Amount: Undisclosed
Disposition: Settlement
Synopsis: The Kuwait Company for Process Plan Construction & Contracting and the Morris Corporation accused Halliburton subsidiary Kellogg, Brown & Root of breaching an agreement to pay for food service operations provided near Tikrit, Iraq in 2003. In February 2005, the parties reached an undisclosed settlement and agreed to dismiss the case.

13. Overcharging and Other Procurement Irregularities (Balkans)
Date: 11/29/2006
Misconduct Type: Cost/Labor Mischarge
Enforcement Agency: Defense – Army
Contracting Party: Defense - Army
Court Type: Civil
Amount: $8,000,000
Disposition: Settlement
Synopsis: Kellogg Brown and Root (KBR) agreed to pay $8 million to settle allegations of overcharging and other procurement irregularities in its Army logistical support (LOGCAP) contract in the Balkans during 1999 and 2000.

14. LOGCAP Task Order 130 Audit (June 2007)
Date: 06/22/2007 (Date of Audit Report)
Misconduct Type: Poor Contract Performance
Enforcement Agency: Defense – Army
Contracting Party: Defense - Army
Court Type: N/A
Amount: $0
Disposition: Investigative Finding
Synopsis: In June 2007, the Office of the Special Inspector General for Iraq Reconstruction released the results of its audit of the Army’s Logistics Civil Augmentation Program (LOGCAP) Task Order 130, which was awarded to Kellogg, Brown & Root Services (KBR) in April 2006 to provide various services in Iraq. The special inspector general found significant flaws in KBR’s
fuel receiving and distributing processes, waste in KBR’s provision of food and billeting services, and flaws in the government’s oversight of the LOGCAP contract.

15. Guilty Plea in Iraq Kickback Scheme
Date: 07/13/2007 (Date of Plea)
Misconduct Type: Ethics
Enforcement Agency: Defense – Army
Contracting Party: Defense - Army
Court Type: Criminal
Amount: $0
Disposition: Pleaded Guilty
Synopsis: Anthony J. Martin, an American who worked for Halliburton’s former subsidiary Kellogg Brown & Root, pleaded guilty to violating the Anti-Kickback Act in awarding nearly $13 million in contracts to a Kuwaiti company in 2003 to supply the American military with semi-tractors and trailers in Iraq and Kuwait. Martin, whose duties included soliciting and awarding subcontracts on KBR’s behalf under its LOGCAP III (Logistics Civil Augmentation Program) contract, pleaded guilty in federal court in Illinois to awarding two contracts in exchange for what would have totaled over $200,000 in kickbacks. Sentencing has been scheduled for June 2008.

16. Hazardous Waste Dumping
Date: 11/01/2007 (Date of Verdict)
Misconduct Type: Environment
Enforcement Agency: Non-Governmental
Contracting Party: None
Court Type: Civil
Amount: $54,000,000
Disposition: Judgment Against Defendant
Synopsis: A federal jury in Alabama ordered Bredero Price Company, Bredero Shaw LLC, ShawCor Ltd. and Halliburton Energy Services Inc., to pay $108 million in damages to a Mobile-based landfill operator for dumping hazardous waste in its landfill. Halliburton and ShawCor, through the joint venture Bredero Price (later acquired by Bredero Shaw), owned a facility that chemically treated oil and natural gas pipes. The landfill operator, Dirt Inc., alleged that the defendants were responsible for depositing solid waste containing mercury in the landfill, which Dirt Inc. was ordered to clean up. According to a ShawCor statement, it and Halliburton are each responsible for half of the total award.

17. Conspiracy to Defraud the Government While Overseeing Fuel Deliveries in Afghanistan
Date: 12/12/2007 (Date of Indictment)
Misconduct Type: Government Contract Fraud
Enforcement Agency: Defense – Army
Contracting Party: Defense - Army
Court Type: Criminal
Amount: $891,000
Disposition: Pleaded Guilty
Synopsis: A federal grand jury in Virginia indicted James N. Sellman and Wallace A. Ward, former Kellogg Brown and Root, Inc. (KBR) Fuel Section employees, charging them with conspiracy, making a false writing, bribery, and making a false claim to the Department of Defense. Sellman and Ward were assigned to oversee fuel deliveries to Bagram Airfield in Afghanistan under the Logistics Civil Augmentation Program ("LOGCAP") support contract. The indictment alleges that, between May and September 2006, Sellman and Ward conspired to accept bribes from truck drivers employed by British company Red Star Enterprises Limited in return for falsifying government documents indicating receipt of the fuel and then diverting fuel for sale outside the airfield. According to the indictment, the conspiracy involved over 784,000 gallons of fuel worth more than $2.1 million. On January 25, 2008, Ward pleaded guilty to conspiracy to receive bribes, making false statements and filing false claims. He admitted to joining the conspiracy in August 2006 and receiving bribes from several drivers. In April 2008, Ward was sentenced to 26 months in prison and three years of supervised release. Ward was also ordered to pay $216,000 in restitution to the Defense Energy Support Center headquartered at Fort Belvoir. In May 2008, Sellman was sentenced to 26 months in prison, three years of supervised released, and was ordered to pay $675,000 in restitution to the Defense Energy Support Center.

18. Barker v. KBR (Sexual Harassment and Retaliation)
Date: 08/16/2007 (Date of Determination)
Misconduct Type: Labor
Enforcement Agency: EEOC
Contracting Party: None
Court Type: Administrative
Amount: $0
Disposition: Investigative Finding
Synopsis: Tracy Barker worked for Halliburton’s former subsidiary Kellogg Brown & Root (KBR) in Iraq from July 2004 to September 2005. She claims that while working there she was harassed, sexually harassed and assaulted, and retaliated against when she voiced complaints about her treatment. In August 2007, the Equal Employment Opportunity Commission determined that Barker had been forced to endure a sexually hostile work environment and that KBR retaliated against her in violation of Title VII of the Civil Rights Act of 1964. See related Halliburton/KBR pending instance, “Sexual Harassment and Rape.”

Pending Instances

United States v. Mazon, et. al. (Fraud)
Date: 03/17/2005 (Date of Indictment)
Misconduct Type: Government Contract Fraud
Enforcement Agency: Defense – Army
Contracting Party: Defense - Army
Court Type: Criminal
Amount: $0
Disposition: Pending
Synopsis: On March 17, 2005, Jeff Alex Mazon, a former employee of Kellogg, Brown & Root (KBR), and Ali Hijazi, the managing partner of Kuwaiti company LaNouvelle General Trading and Contracting Company, were indicted on charges of devising a scheme to defraud the United States of more than $3.5 million related to the awarding of a subcontract to LaNouvelle to supply fuel tankers for military operations in Kuwait. The indictment alleges that on or about February 2, 2003, Mazon, a negotiator for subcontractors, solicited bids by e-mail from potential subcontractors. The cost of the subcontract was estimated by KBR at $685,080. The indictment alleges Mazon inflated the bid he received from Hijazi to ensure that LaNouvelle would be overpaid.

Bribery to Win International Government Contracts
Date: 06/11/2004 (Date SEC Investigation Opened)
Misconduct Type: Ethics
Enforcement Agency: Multiple Agencies
Contracting Party: International
Court Type: Administrative
Amount: $0
Disposition: Pending
Synopsis: The Securities and Exchange Commission and Department of Justice are investigating whether former Halliburton subsidiary KBR was among several companies that paid $180 million in bribes to win a contract to build a natural gas liquefaction plant in Nigeria in the 1990s. The investigation is focusing on the activity of a joint venture that includes KBR and three other companies.

Violations of Iranian Transaction Regulations
Date: 07/19/2004 (Date of Subpoena)
Misconduct Type: Import/Export
Enforcement Agency: Treasury
Contracting Party: None
Court Type: Criminal
Amount: $0
Disposition: Pending
Synopsis: On July 19, 2004 Halliburton received a subpoena from a grand jury investigating its business interactions with Iran. “The U.S. Treasury Department's Office of Foreign Assets Control (OFAC) has been investigating Halliburton since 2001 to determine whether it violated the ban on U.S. companies doing business with Iran. The OFAC referred the case to the Justice Department in early July 2004, prompting the subpoena from the Assistant U.S. Attorney for the Southern District of Texas. The subpoena requests Halliburton provide company documents pertaining to its business relationship with Iran.” Halliburton’s international subsidiaries have legally sold products to Iran in recent years.

Johnson, et al. v. Halliburton
Date: 03/29/2005 (Date of Complaint)
Misconduct Type: Labor
Enforcement Agency: Non-Governmental
Contracting Party: Defense - General
Synopsis: April Johnson, the daughter of a truck driver who died when his fuel delivery convoy was ambushed in Iraq, brought suit against Halliburton, its subsidiary Kellogg Brown & Root and Service Employees International Inc. She accuses them of knowingly and intentionally deploying her father's convoy as a decoy in a hostile area in order to ensure the safe passage of another convoy traveling to Baghdad International Airport. The complaint alleges fraud, wrongful death, violations of civil rights, violations of the Racketeer Influenced and Corrupt Organizations Act (RICO) and conspiracy to commit racketeering. Her suit was subsequently joined with two other pending cases. The cases were dismissed in 2006 for lack of jurisdiction, but in May 2008, the Fifth U.S. Circuit Court of Appeals reversed that ruling and sent the cases back to the lower court for further proceedings.

Menendez v. Halliburton (Accounting Irregularities)
Date: 12/18/2006 (Date of Filing)
Misconduct Type: Securities
Enforcement Agency: Multiple Agencies
Contracting Party: None
Court Type: Administrative
Amount: $0
Disposition: Pending
Synopsis: Anthony Menendez, formerly Halliburton’s director of technical accounting research and training, filed a complaint with a Department of Labor administrative law judge in Louisiana accusing the company of using improper accounting practices to distort its financial statements and mislead investors. Menendez also claims Halliburton retaliated against him in violation of the whistleblower provisions of the Sarbanes-Oxley Act after he reported his concerns to the Securities and Exchange Commission and Halliburton’s audit committee. Menendez’s complaint is posted at http://tpm.muckraker.talkingpointsmemo.com/archives/003500.php

Back v. Halliburton Energy Services (Chemical Contamination)
Date: 05/01/2007 (Date of Filing - approximate)
Misconduct Type: Health
Enforcement Agency: Non-Governmental
Contracting Party: None
Court Type: Civil
Amount: $0
Disposition: Pending
Synopsis: Silt, Colorado resident Carol Back is suing Halliburton Energy Services and its local contractor, Sanders Trucking, in Garfield County court. Back claims the defendants' mishandling of Barite dust, a carcinogenic compound used in natural gas drilling, contaminated her home and other properties and left her with respiratory problems. Back is seeking unspecified damages.

Sexual Harassment and Rape
Date: 05/16/2007 (Date of Filing)
Misconduct Type: Labor
Synopsis: Several women who worked for Halliburton’s former subsidiary Kellogg Brown & Root (or, in one case, for Halliburton subsidiary Service Employees International, Inc.) filed federal lawsuits against the companies, claiming they were raped and/or sexually harassed while working in Iraq in 2004 and 2005. In at least four different legal actions filed in Texas (Tracy K. Barker; Jamie Leigh Jones), North Carolina, Florida and Oklahoma in 2007, female ex-employees claim they were subjected to a sexually hostile work environment where women were routinely demeaned and solicited for sex while supervisors ignored their complaints. Each plaintiff is seeking unspecified damages. In February 2008, the court dismissed Tracy Barker’s case, upholding a stipulation in her employment contract that requires her case to go to arbitration. See related Halliburton/KBR instance, “Barker v. KBR (Sexual Harassment and Retaliation).”

Attempted Monopolization (Drilling Fluid System)
Date: 07/09/2007 (Date of Removal and Transfer of Case)
Misconduct Type: Antitrust
Enforcement Agency: Non-Governmental
Contracting Party: None
Court Type: Civil
Amount: $0
Disposition: Pending
Synopsis: In July 2007, the case of M-I, LLC vs. Halliburton Energy Services Inc. was removed from a California federal court and transferred to a federal court in Texas. M-I claims Halliburton committed violations of the Sherman Antitrust Act, the Clayton Act, the Lanham Act, and the California Business and Professions Code. The suit stems from previous litigation between the two companies. M-I claims Halliburton attempted to monopolize the drilling market by illegally obtaining a patent for a drilling fluid system through the U.S. Patent and Trademark Office, then immediately suing M-I for patent infringement. M-I spent millions battling Halliburton’s suit, which a federal judge dismissed in October 2006.

McBride v. Halliburton (False Claims Act)
Date: 04/26/2005 (Date of Filing)
Misconduct Type: Government Contract Fraud
Enforcement Agency: Non-Governmental
Contracting Party: Defense - Army
Court Type: Civil
Amount: $0
Disposition: Pending
Synopsis: Julie McBride, who worked in Iraq for Kellogg, Brown & Root (KBR), alleges in a False Claims Act lawsuit that KBR overcharged the government by deliberately inflating the number of soldiers using a Morale, Welfare and Recreation (“MWR”) facility in Fallujah. In a July 2007 order, the court denied McBride’s attempt to expand her lawsuit by adding more
plaintiff-relators and misconduct claims. The federal government declined to intervene in the lawsuit; therefore, McBride will proceed on behalf of the government on her own.

Webster v. Halliburton (Wrongful Death)
Date: 09/21/2005 (Date of Filing)
Misconduct Type: Other
Enforcement Agency: Non-Governmental
Contracting Party: Defense - Army
Court Type: Civil
Amount: $0
Disposition: Pending
Synopsis: The families of James West and Dana Wilson, soldiers in the 1st Armored Division who were killed in Iraq in July 2004, sued Halliburton and its former subsidiary KBR for their alleged role in their deaths. West and Wilson were killed while conducting a convoy along the road known as Main Supply Route Tampa, when an Iraqi man driving a tractor-trailer for Halliburton/KBR in the opposite direction lost control of his vehicle and collided with the Humvee in which West and Wilson were traveling.