

# American International Underwriter 70 Pine Street, New York NY 10270 Cable Address "AMINTERSUR"

UNITED STATES DEPARTMENT OF LABOR OFFICE OF WORKERS' COMPENSATION PROGRAMS

Claimant Name: Ali A. Deshar Al Kanaan

OWCP No.: 02-149682

٧,

Employer Name: L3-Titan Corporation

and

<u>Insurance Carrier Name</u>: The Insurance Company of the State of Pennsylvania.

#### STIPULATION OF SETTLEMENT

The parties hereto agree to settle this case under Section 8(i) of the Longshore and Harbor Workers' Compensation Act (the "LHWCA" or the "Act") as follows:

## FACTUAL SUMMARY

#### Procedural Background

This case involves a claim for compensation benefits and medical benefits under the exclusive jurisdiction of the Defense Base Act extension of the LHWCA brought by Ali A.

Deshar Al Kanaan (the "claimant") and L-3

Titan Corporation (the "employer").

وزارة العمل في الولايات المتحدة الاميركية مكتب برامج تعويض العمال

اسم المدعى : على عادل دشر الكنعان

رقم مكتب برامج تعويض العمال: ٢-١٤٩٦٨٢ - ٢٠

اسم صاحب العمل: 1.3 تايتن كوربورشن

و

اسم شركة التامين: شركة التامين لولاية بنسيلفانيا

### <u>نص التسوية</u>

يوافق الأطراف بموجبه على تسوية هذه المنازعة بموجب الفقرة ٨ (i) من قانون تعويض عمال التفريغ والميناء ("القانون") كالآتى:

#### خلاصة الخلفية الاجرائية

تتعلق هذه المنازعة بالمطالبة بفوائد تعويض وفوائد طبية بموجب السلطة القضائية الحصرية لقانون الأساس الدفاعي تمديد القانون المقامة من علي عادل دشر الكنعان ("المدعي") و 3-1 تايتن كورپورشن ("صاحب العمل").

The carrier for the employer in this case is The Insurance Company of the State of Pennsylvania (the "carrier"), and the claim is being administered on behalf of the insured by the representative Underwriters Adjustment Company.

## The Claimant's July 24<sup>th</sup>, 2006 injury and its <u>Aftermath</u>

The claimant worked for the employer as a Linguist in the country of Irag. On July 24th, 2006 while Ali was performing his duty in the Baghdadi Combat Outpost (COP), a suicide vehicle borne improvised expolsive device (SVBIED) was able to breach the front entrance of the COP and detonated. He soon afterwards was suffering from 35% partial and full thickness burns to his face, bilateral upper limbs and bilateral lower limbs. The claimant was initially treated in Iraq then he underwent a course of treatment and rehabilitation in Jordan which started on 8 August, 2006 where he was started on broad spectrum anti-biotics and frequent dressing was done to all burned areas. On Aug 30, 2006 the claimant underwent SSG (Split-thickness Skin Graft) to both feet and right forearm with fixation of the grafts by staples. He then underwent dressing under GA which showed excellent take of the grafts. On Sep 16, 2006, Ali underwent removal of six glass pieces of shrapnel from the scalp and face followed by removal of 3 glass pieces of shrapnel from the lateral side of the nose and right lower lid and a large piece of glass from the right forearm. The injured continued physiotherapy and rehabilitation while he was hospitalized. He was then discharged

شركة التامين لصاحب العمل في هذه القضية هي شركة التامين الولاية بنسيلفائيا ("شركة التأمين")، وقد تم تولي التعويض بالنيابة عن المؤمن (صاحب العمل) ممثلوا شركة التأمين الضامنين للتسوية.

## اصابة المدعى بتاريخ ٢٤ تموز ٢٠٠٦ وتأثيرها

يعمل المدعى لدى صاحب العمل بصفة مترجم في العراق في تاريخ ٢٤ تموز ٢٠٠٦ و عندما كان على يمارس عمله داخل الموقع، تمكنت سيارة مفخخة من الدخول الى الموقع والفجرت. بعد ذلك، عانى على من ٣٥% حروق جزنية و كليه للوجه و الاطراف ابسفلية العلوية من جسمه. تلقى على علاجه الأولى في العراق بعدها خضع طالب التعويض (المدعى) لبرنامج علاج مكثف و اعادة تأهيل في الأرين ابتداء من ٨ ايلول ٢٠٠١ حيث وضع تحت برنامج مضادات حيوية و تنظيف و تضميد الحروق بصورة مستمرة. في ٣٠ اب ٢٠٠٦ اجريت له عملية ترقيع الجلد للقدمين و الذراع الايمن مع تثبيت الجلد بواسطة الدبابيس. بعدها خضع لعملية تنظيف مناطق زرع الجلد تحت التخدير العام و كانت النتائج جيدة. في ١٦ ايلول ٢٠٠٦، خضع على لعملية ازالة ٦ قطع من الشظايا الزجاجية من فروة الرأس و الوجه بعدها تم ازالة ٣ قطع من الشطايا الزجاجية من منطقة الانف و جفن العين اليمني و تم رفع قطعة كبيرة من الزجاج في الساعد الايمن. استمر بعدها على بتلقى العلاج الطبيعي و النقاهة الصحية في المستشفى. خرج على بعد ذلك من المستشفى بتاريخ ١ تشرين الاول ٢٠٠٦ و استمر بمراجعة العيادة الخارجية لتلقى العلاج الطبيعي و تضميد الحروق.

في ١٥ تشرين الاول ٢٠٠٦ دخل علي المستشفى مرة ثانية لاجراء عملية اخرى لترقيع الاذن الاذن اليمنى. و

#### TERMS OF THE SETTLEMENT

The parties propose to settle this case under Section 8(i) of the Act in order to fully and finally dispose of any and all existing or potential case issues relating to the claim underlying the July 24, 2006 injury. Under the terms of this settlement, the carrier will pay the claimant a lump-sum in the amount of Sixty Two Thousand and Five Hundred US Dollar \$62,500.00 upon the issuance of a compensation order approving the parties' settlement. Of this amount, Twelve Thousand Two hundred and Sixty Three US Dollars (\$12,263.00) will be attributable to any and all future disability compensation benefits and Fifty Thousand Two Hundred and Thirty Seven US Dollars (\$50,237.00) will be attributable to any and all future medical benefits.

In consideration of the payments that will be made to, for or on behalf of the claimant under this settlement agreement, the employer and the carrier shall be fully and unconditionally discharged from any and all past, present and future liability for disability compensation benefits, medical benefits, any other benefits that might be available under the LHWCA, vocational retraining, travel and other incidental expenses and attorney fees and disbursements relating to the underlying claim.

#### شروط التسوية

يقترح الأطراف تسوية هذه القضية بموجب الفقرة ممن القانون بغية التخالص نهائيا وبالكامل من أي وكافة المسائل القائمة أو المحتملة المتعلقة بالشكوى الناتجة عن الحادث بتاريخ ٢٤ تموز ٢٠٠١. بموجب شروط هذه التسوية، سوف تدفع شركة التامين الى المدعي مبلغ مقطوع يبلغ قدره ائتان و ستون ألف و خمس مائة دولار امريكي (٢٠٠٠،٠٠٠) عند اصدار أمر التعويض الملائم لتسوية النزاع بعد موافقة الأطراف ، سوف تنسب قيمة اثنتا عشر الف و مائتان و وثلاث و ستون دولار امريكي (٢٠٠،٠٠٠) تعويضا عن أي ستون دولار امريكي (مطالبة قد طالب بها المدعي في الوقت الحالي أو المستقبل، وتنسب قيمة خمسون الف و

مائتان و سبع و ثلاثون دولار امريكي

(۲۳۷,۰۰ ، ۱۵) الى أي وكافة فواند طبية مستقبلية.

فيما يتعلق بالدفعات التي ستدفع الى المدعي بموجب اتفاقية هذه التسوية ، سوف يتم تبرئة ذمة صاحب العمل وشركة التأمين بالكامل وبشكل غير مشروط من أي وكافة مسؤولية ماضية، حاضرة ومستقبلية عن فوائد تعويض عجز و فوائد طبية وأي فوائد أخرى يمكن أن تكون متوفرة بموجب القانون و اعادة التدريب المهني و السفر وغيرها من المصاريف الطارئة واتعاب المحامين وأي نفقات متعلقة بالشكوى الاساسية.

BACKGROUND OF THE CLAIMANT

The claimant was born in 1986 in the country

of Irag.

#### **FUTURE MEDICAL BENEFITS**

The medical expenses of the claimant for the past years are set forth as follows:

2006 - (\$67,780.62)

2007 - (23,784.55)

Total - (\$91,565.17)

The parties submit that the amount of (\$50,237.00) that is allocated to medical benefits under this settlement adequately covers the cost of any necessary future medical treatment. In that regard, the claimant does not have a collateral source for future medical expenses.

#### ADEQUACY OF SETTLEMENT

The parties submit that the proposed settlement is adequate in light of the uncertainty that the claimant will prevail in this case on a claim for permanent total disability compensation benefits.

The claimant acknowledges that he has read this stipulation of settlement (or that he has otherwise had it read to him) and that he understands it fully.

Furthermore, the claimant acknowledges that he enters into this stipulation upon his own free will and that he has not in any way been coerced, pressured or placed under duress to enter into this stipulation.

لمحة عن المدعي ولد المدعي بتاريخ ١٩٨٦ في العراق.

#### فوائد طبية مستقبلية

ان مصاريف المدعي الطبية عن السنوات الماضية هي كالآتي: ٢٠٠٦ ــ (٢٠٠٢ ، (٣٢،٧٨٤,٥)

المجموع (١٧,٥٢٥،١٧)

يقر الأطراف بأن مبلغ (٥٠،٢٣٧,٠٠\$) المخصص للفوائد الطبية بموجب هذه التسوية يغطي على نحو ملائم كلفة أي علاج طبي ضروري مستقبلي. في هذا الخصوص، ليس للمدعي مصدر اضافي لمصاريف طبية مستقبلية.

## كفاية التسوية

يقر الأطراف بأن التسوية المقترحة هي ملائمة في ضوء أي شك بأن المدعي سوف يفوز بشكوى فوائد تعويض العجز الكامل الدائم هذه.

يقر المدعي بانه قرأ نص التسوية (أو بطريقة أخرى قرأت له من قبل أحدهم) وبانه فهمها بالكامل. اضافة الى ذلك، يقر المدعي بانه أبرم هذا النص طوعا وبكامل ارادته وبانه لم يتم اجباره او الضغط عليه أو اكراهه لابرام هذا النص.

#### SUMMARY OF SETTLEMENT PAYMENT **TERMS**

Claimant's future disability compensation benefits

(\$5.,237.00)

(\$12,263.00)

Claimant' future medical benefits

\$61,500.00

To be paid to the claimant in a lump-sum upon the issuance of a compensation order approving the parties' settlement.

#### CONCLUSION

In view of the foregoing, the parties respectfully request the issuance of a formal compensation order approving this settlement. The claimant specifically directs and authorizes the carrier to send the total amount covering the compensation that will become due to the claimant under such a compensation order to his bank account (

## خلاصة دفع التسوية الشروط

SIYITT

فوائد تعويض عجز المدعي

\$0., 444, ...

فواند المدعى الطبية المستقبلية.

تدفع للمدعى بشكل مبلغ مقطوع عند ٢٢،٥٠٠,٠٠ اصدار أمر التعويض بالتوافق مع تسوية الفرقاء.

#### خاتمة

على ضوء ما سبق نكره، يطلب الأطراف رجاء اصدار أمر تعويض رسمي يتوافق مع التسوية.

يامر المدعى بالتحديد و يجيز لشركة التامين تحويل المبلغ الأجمالي الذي يغطى التعويض المستحق للمدعى بموجب أمر تعويض على حسابه المصرفي (

).

)

The claimant acknowledges that the carrier will be deemed to have satisfied its payment obligations under Section 14(f) of the LHWCA by sending the claimant's compensation to his bank account.	يقر المدعي بأن شركة التامين تعتبر انها سددت موجبات الدفع بموجب الفقرة ١٤ (ف) من القانون بارسال
Dated: Amman, Jordan, 2007	تعویض المدعي الی حسابه المصرفي. مرتمم ح۲۷۳۵ المبنل / رحلي الدري خرنج ۱م ۱ د سنه التاریخ:عمان، الا
Claimant Name:	اسم المدعي: <u>ع</u>
Address:	العنوان: ١٥٠
Telephone No.:	رقم الهاتف:
Signed:	   التوقيح:
Witness:	الشاهد: ( •
Dated:, 2007	اساهد:
AIG Claim Adjuster:	التاريخ:
Attorney:	مسؤول التعويض
	المحامي:



مستشفى القلب والاختصاصات ال AL KHALIDI MEDICAL CENTER A Heart & Comprehensive Specialty Hospital

## Final Medical Report

Name: Ali Adel Deshar Kanaan

Age: 20 year

Profile no: 301505

Ali was injured in a VBIED blast with vehicle fire that occurred in Iraq on July.24.2006. He sustained 35% partial and full thickness burns to face, bilateral upper limbs, and bilateral lower limbs. Treated initially in Iraq and underwent STSG to both hands, and left thigh and leg.

He was evacuated from Iraq by air ambulance, on August 8, 2006 and admitted to Al-Khalidi Medical Center on Aug.8th, 2006, complaining of:

- Generalized weakness.
- Severe pain involving the face, upper and lower limbs.
- Fever, decrease level of consciousness (Septicemia).
- Decreased hearing more in right side.
- Malnutrition

#### Physical Examination:

- Febril, otherwise stable vital signs.
- Malnutrition.
- Diffuse 2nd and 3rd degree burns involving the face, upper and lower limbs. STSG taken on both hands.

H. & N.

: Ruptured right tympanic membrane.

Chest

: within normal limits.

Heart

: regular heart sounds.

Abdomen : soft and lax.

## Investigation:

- Hb = 9.7 grm dl
- WBC= 21.000
- Total protein = 5.0 grm dl
- Serum Albumin = 1.9 grm\dl
- Normal LFT and K.F.T
- Negative HBs Ag, HCB and HIN
- Normal chest X-ray.



website: www.kmc.jo

### Procedures:

He was given 2 units of blood, started on high protein diet, as well as I.V. human Albumin, and broad spectrum anti-biotics. Frequent dressing were done every other day on all burned areas. He showed good clinical response, his vital sings were normal, he started to walk around and his serum albumin came back to normal.

On Aug.30 .2006, he underwent SSG to both feet and right forearm with fixation of the grafts by staplers.

On Sep.4 .2006, he underwent dressing under G.A, which showed excellent take of the grafts. So staplers were removed.

On Aug.16 .2006, he underwent removal of six glass shrapnel's from the scalp and face.

On Aug.30.2006, three glass shrapnel's was removed from the lateral side of the nose and right lower lid, with removal of large piece of glass from right forearm.

Physiotherapy and rehabilitation was started during his hospitalization. He was discharged on Oct.1 .2006, to continue dressing and physiotherapy on out patient basis

He was admitted again on Oct.15 .2006, and underwent right Tympanoplasty for his ruptured tympanic membrane, and discharged the next day.

He was admitted on Nov.2.2006, and underwent removal of large piece of glass from the neck.

On Dec. 13, 2006, he underwent removal of large shrapnel from right leg. Also, he underwent surgical extraction and sockets suturing of the following teeth:

- 6th, 7th, and 8th upper left.
- 8th upper right
- 8th lower left
- 8th lower right

مستشفى القلب والاختصاصات الشاملة **AL KHALIDI MEDICAL CENTER** A Heart & Comprehensive Specialty Hospital

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#### **UNITED STATES MARINE CORPS**

WEAPONS COMPANYI, 3D BATTALION, 3D MARINES REGIMENTAL COMBAT TEAM-7 BAGHDADI FIRM BASE, IRAQ

> 1000 1STSGT 24 Jul 06

From: Company First Sergeant

To: S-2, 3d Battalion, 3d Marines

Subj: CIRCUMSTANCES OF INJURIES SUSTAINED ICO ALI ADEEL DISHER

1. At approximately 0735, 24 July 2006 a suicide vehicle borne improvised explosive device (SVBIED) septic tank truck laden with 400-500 pounds of propellant and an unknown number of artillery shells detonated at the Baghdadi Combat Outpost (COP). The SVBIED was able to breach the front entrance to the COP and detonated approximately 10-15 seconds after it came to a halt.

- 2. It is assumed that Mr. Disher was in the front of the building when the blast occurred. He was seen in the vicinity of the front entrance just minutes before the blast. At approximately 0737, a casualty collection point (CCP) was established in the rear of the COP. At 0740, Cpl Hillermann saw Mr. Disher attempting to walk on his own towards the rear of the building. Cpl Hillermann then escorted him to the on-scene corpsman, HM2 Wright.
- 3. HM2 Wright assessed and treated Mr. Disher for his injuries until the MEDEVAC helicopter arrived at 0815.
- 4. The point of contact at this command is 1stSgt John Krumholz.

J. A. KRUMHOLZ



### 10<sup>th</sup> Combat Support Hospital 772<sup>nd</sup> Forward Surgical Team Ibn Sina Hospital Baghdad, Iraq



HOSPITAL TEL. (914) 360-3477 chris.white@.iraq.centcom.mil

**DATE OF DICTATION: 8 August 2006** 

#### **Discharge Summary**

NAME:

Ali, Nema

SSN: DOB:

DOR:

STATUS: SERVICE/COUNTRY:

Iraq

UNIT/EMPLOYER:

Date of Admission:

24 JULY 2006 8 AUGUST 2006

Date of Discharge/Transfer:

#### NARRATIVE SUMMARY OF HISTORY OF PRESENT ILLNESS & HOSPITAL COURSE

Iraqi interpreter with US Marines was passenger in a vehicle s/p VBIED blast with vehicle fire. Sustained 35% partial and full thickness burns to face, bilateral upper extremities and bilateral lower extremities. CT scan of the Head, neck, chest, abdomen and pelvis revealed no obvious injury. He has undergone STSG to both hands, and Left thigh and leg w/ good take. The remainder of his burn wounds are partial thickness and appear healing. He is being dressed in 5% soaks to healing burn wounds and bacitracin to grafted regions and face; we are applying Sulfamylon cream to eras. Of note, he has had growth of Klebsiella pneumonia from blood and will need 7 more days of imipenam. Otherwise he is afebrile and taking a regular diet.

#### DISCHARGE DIAGNOSES

35% TBSA to bi upper extremities, bi feet, L leg/thigh and face

#### PROCEDURES DURING ADMISSION

E/G of burn wounds

#### FINDINGS/LABS/RADIOLOGY

As above

#### MEDICATIONS ON TRANSFER/DISCHARGE

- 1) Percocet 1 or 2 po q 4-6hrs PRN
- 2) Imipenam 500mg q 6hrs

#### **CONDITION:**

Improved

#### PLAN / RECCOMENDATIONS:

- 1) Air-evac to Jordan
- 2) Please contact me w/ questions



## 10<sup>th</sup> Combat Support Hospital 772<sup>nd</sup> Forward Surgical Team Ibn Sina Hospital Baghdad, Iraq



HOSPITAL TEL. (914) 360-3477 chris.white@.iraq.centcom.mil

Christopher White, MAJ, MC Surgeon chris.white@iraq.centcom.mil Ibn Sina Hospital, Baghdad, Iraq



#### **UNITED STATES MARINE CORPS**

WEAPONS COMPANYI, 3D BATTALION, 3D MARINES REGIMENTAL COMBAT IEAM-7 BAGHDADI FIRM BASE, IRAQ

> IN REPLY REFER TO: 1000 1STSGT 24 Jul 06

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J. A. KRUMHOLZ





Ali Adeli Disher Al-Kanan Badge # S-8301 Translator Expires 31 DECEMBER 2006

**DO: 2**5



## L-3 Titan Corporation Operational Analysis and Training Group

Consultant ID number:S_830 \	
· ·	
THIS AGREEMENT, made and entered into as of the Oct. 10, 2005, by and between L-3 Titan Corporation Operational Analysis and Training Group (COMPANY), which has its principal place of business at 1900 Campus Commons Dr., Suite 500, Reston, VA 20191,	\$

#### ARTICLE I - SCOPE OF WORK

The CONSULTANT will provide linguist services in support of the COMPANY'S technical operations. These services will be provided under the terms of this agreement. The CONSULTANT will attend and participate in conferences and meetings at the offices of the COMPANY and at such other locations as the COMPANY shall request. The CONSULTANT shall perform work as directed by the Titan Site Manager or his designate in accordance with the terms and conditions of this AGREEMENT.

#### **ARTICLE II - PERIOD OF PERFORMANCE**

#### **ARTICLE III - COMPENSATION**

As consideration for the CONSULTANTS satisfactory performance (please see paragraph 7 below) of linguist services and compliance with the other terms of this AGREEMENT, the COMPANY shall make payment to the CONSULTANT as follows:

(1) Professional Services – Regular Compensation shall be made in accordance with the following fixed rates (\$300 per month while in Linguist Pool or \$600 per month while based with units) for professional services/work provided. Compensation may be subject to changes at the CCOMPANY'S discretion.

- (2) Payments Regular compensation for services less than one month duration will be prorated by dividing multiplying the monthly daily rate (\$10 per day while in Linguist Pool or \$20 per day while based with units) of by the number of days the linguist worked in that month. Payment will be made at thise daily rates for days of services/work provided.
- (3) CONSULTANTS living with their units may qualify for incentive pay compensation of additional \$5, \$10 or \$15 per day \$150 per month.

The criterion for the additional compensation is as follows:

- a. Extra \$5 per day for total \$25 per day or \$750 per month. Must meet "ONE" of the following conditions:
- 1. Linguist must work 26 days of the month and live with unit for a minimum of 20 days a month during the same period. **OR**:
- 2. Linguist must work 26 days of the month in a hazardous duty location as determined by Force Protection Manager.
- b. Extra \$10 per day for total \$30 per day or \$900 per month. Must meet "BOTH" of the following conditions:
- 1. Linguist must work 26 days of the month and live with the unit a minimum of 20 days of a month during the same period. **AND**:
- 2. Linguist must work 26 days of the month in a hazardous duty location as determined by Force Protection Manager.
- c. Extra \$5 "Patrol pay" per day added to any of the above rates, if a linguist is assigned to a unit or element with a primary mission of conducting military operations outside the confines of a military or government controlled FOB, installation, or compound.
- (4) Incentive pay compensation for services less than one month (for new or transferring linguists only) duration will be prorated by dividing the monthly incentive pay multiplying the daily rate of \$15 \$25, \$30 or \$35 by the number of days in that month. Incentive payment compensation will be made at these daily rates for days of services/work provided.

#### ARTICLE IV - INVOICES AND PAYMENT

(1) Payment will be made in cash with receipt of a properly prepared and approved invoice.

#### ARTICLE V - COMPLIANCE WITH LAWS

CONSULTANT shall observe and abide by all local laws, rules and regulations applicable to the work performed hereunder.

#### ARTICLE IX - PUBLICITY

No information relative to this AGREEMENT or the services provided for herein shall be released by the CONSULTANT for any reason.

#### <u>ARTICLE X - APPLICATION</u>

**CONSULTANT** 

Notwithstanding the expiration of the term of this AGREEMENT or its termination for any reason whatsoever, the CONSULTANT and the COMPANY mutually agree that the respective rights and obligations set forth in ARTICLE VIII inclusive of this AGREEMENT (excepting where such rights and obligations are expressly limited to the period of the AGREEMENT) shall continue in full force and effect until they have been completely exercised or fulfilled, as the case may be.

#### **ARTICLE XI - ENTIRETY OF AGREEMENT**

This constitutes the entire AGREEMENT between the parties hereto and may not be changed except by an instrument in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first indicated above.

L-3 TITAN CORPORATION

	Operational Analysis and Training Group
Al; Adell Disher AL-Kanan	Desiver andiet
CONSULTANT Name Printed	Titan Representative Print Name
CONSULTANT Signature	Titan Representative—Signature
(Date)19/10/2006	(Date)
Address:	Relationship:
Phone:	Phone #:



## L-3 Titan Corporation Operational Analysis and Training Group

THIS AGREEMENT, made and entered into as of the Oct. 19, 2005, by and between L-3 Titan Corporation Operational Analysis and Training Group (COMPANY), which has its principal place of business at 1900 Campus Commons Dr., Suite 500, Reston, VA 20191,	Consultant name:	Adell Dist	ner AL	Kanans
L-3 Titan Corporation Operational Analysis and Training Group (COMPANY), which has its principal place of business at 1900 Campus Commons Dr., Suite 500, Reston, VA 20191,	Consultant ID number:	<u> </u>	103	
	L-3 Titan Corporation Opera principal place of business a	ntional Analysis and Tra t 1900 Campus Commo	uning Group (COM ons Dr., Suite 500, I	IPANY), which has its Reston, VA 20191,

#### ARTICLE I - SCOPE OF WORK

The CONSULTANT will provide linguist services in support of the COMPANY'S technical operations. These services will be provided under the terms of this agreement. The CONSULTANT will attend and participate in conferences and meetings at the offices of the COMPANY and at such other locations as the COMPANY shall request. The CONSULTANT shall perform work as directed by the Titan Site Manager or his designate in accordance with the terms and conditions of this AGREEMENT.

#### ARTICLE II - PERIOD OF PERFORMANCE

The term of this AGREEMENT shall be for the period commencing  $(\frac{1}{2}, \frac{1}{2}, \frac{1}{2}, \frac{1}{2})$ , 2005 and ending 12 months later. Upon conclusion of its initial term, this AGREEMENT shall be deemed renewable at the Titan's option for additional periods subject to written modification of this agreement by the parties hereto.

#### ARTICLE III - COMPENSATION

As consideration for the CONSULTANTS satisfactory performance (please see paragraph 7 below) of linguist services and compliance with the other terms of this AGREEMENT, the COMPANY shall make payment to the CONSULTANT as follows:

(1) Professional Services – Regular Compensation shall be made in accordance with the following fixed rates (\$300 per month while in Linguist Pool or \$600 per month while based with units) for professional services/work provided. Compensation may be subject to changes at the CCOMPANY'S discretion.

- (2) Payments Regular compensation for services less than one month duration will be prorated by dividing multiplying the monthly daily rate (\$10 per day while in Linguist Pool or \$20 per day while based with units) of by the number of days the linguist worked in that month. Payment will be made at thise daily rates for days of services/work provided.
- (3) CONSULTANTS living with their units may qualify for incentive pay compensation of additional \$5, \$10 or \$15 per day \$150 per month.

The criterion for the additional compensation is as follows:

- a. Extra \$5 per day for total \$25 per day or \$750 per month. Must meet "ONE" of the following conditions:
- 1. Linguist must work 26 days of the month and live with unit for a minimum of 20 days a month during the same period. **OR**:
- 2. Linguist must work 26 days of the month in a hazardous duty location as determined by Force Protection Manager.
- b. Extra \$10 per day for total \$30 per day or \$900 per month. Must meet "BOTH" of the following conditions:
- 1. Linguist must work 26 days of the month and live with the unit a minimum of 20 days of a month during the same period. **AND**:
- 2. Linguist must work 26 days of the month in a hazardous duty location as determined by Force Protection Manager.
- c. Extra \$5 "Patrol pay" per day added to any of the above rates, if a linguist is assigned to a unit or element with a primary mission of conducting military operations outside the confines of a military or government controlled FOB, installation, or compound.
- (4) Incentive pay compensation for services less than one month (for new or transferring linguists only) duration will be prorated by dividing the monthly incentive pay multiplying the daily rate of \$15 \$25, \$30 or \$35 by the number of days in that month. Incentive payment compensation will be made at these daily rates for days of services/work provided.

#### ARTICLE IV - INVOICES AND PAYMENT

 Payment will be made in cash with receipt of a properly prepared and approved invoice.

#### ARTICLE V - COMPLIANCE WITH LAWS

CONSULTANT shall observe and abide by all local laws, rules and regulations applicable to the work performed hereunder.

#### **ARTICLE VI - TERMINATION**

The COMPANY may, at its discretion and for any reason, terminate the work under this AGREEMENT at any time. COMPANY shall pay the compensation provided for in this AGREEMENT that has been earned through the date of termination. Termination of this AGREEMENT shall not entitle CONSULTANT to payment of any costs or fees, actual or anticipated which are in addition to the provisions of ARTICLE IV. In the event of such termination or at the conclusion of the agreement, any and all material produced by CONSULTANT shall become the property of the COMPANY.

#### **ARTICLE VII - INDEMNIFICATION**

CONSULTANT hereby agrees to indemnify and save the COMPANY from and against all liability for injury or death to persons and damages to property sustained by any person or corporation whatsoever in any manner arising out of or resulting from or caused by or in connection with any work performed hereunder or any work authorized by the COMPANY but nothing herein shall be construed as making the CONSULTANT liable for any injuries, death or damages caused by the sole negligence of the COMPANY.

#### ARTICLE VIII - CONFIDENTIAL INFORMATION AND NO CONFLICT OF INTEREST

The CONSULTANT agrees that all information and data of whatsoever kind or nature furnished or made available to CONSULTANT by the COMPANY or its representatives or customers, shall be treated as confidential and shall not be disclosed to anyone, in any manner whatsoever, either in whole or in part, except upon written authorization by the COMPANY. CONSULTANT agrees that information obtained during the course of this AGREEMENT may not be utilized by CONSULTANT to compete directly or indirectly against the COMPANY, the Company's primes, nor the Company's other Consultants or subcontractors for three (3) years after the termination of this AGREEMENT.

CONSULTANT recognizes that the COMPANY is engaged in the performance of contracts with the United States Government and that under such contracts the COMPANY is required to meet various requirements as to the safeguarding and nondisclosure of information. The CONSULTANT agrees, therefore, that services provided will be in accordance with and conform to all applicable rules, regulations, and requirements of such Government and of the COMPANY with regard to such matters. The CONSULTANT further understands that any failure to safeguard information relating to the National Defense may subject the CONSULTANT to criminal liability under the laws of the United States

#### ARTICLE IX - PUBLICITY

No information relative to this AGREEMENT or the services provided for herein shall be released by the CONSULTANT for any reason.

#### **ARTICLE X - APPLICATION**

CONSULTANT

Notwithstanding the expiration of the term of this AGREEMENT or its termination for any reason whatsoever, the CONSULTANT and the COMPANY mutually agree that the respective rights and obligations set forth in ARTICLE VIII inclusive of this AGREEMENT (excepting where such rights and obligations are expressly limited to the period of the AGREEMENT) shall continue in full force and effect until they have been completely exercised or fulfilled, as the case may be.

#### **ARTICLE XI - ENTIRETY OF AGREEMENT**

This constitutes the entire AGREEMENT between the parties hereto and may not be changed except by an instrument in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first indicated above.

L-3 TITAN CORPORATION

		Operational Analysis and
		Training Group
Α\;	Adell Disher AL-Konan	Desired andist
	CONSULTANT Name Printed	Titan Representative Print Name
	CONSULTANT Signature	Titan Representative—Signature
	(Date) 10/10/200 B	(Date)
	Address:	Beneficiary:
		Relationship:
		Phone #:
	Phone:	Address:



National Security Solutions

#### TECHNICAL & OPERATIONAL SUPPORT GROUP

## AUSTERE ~ HARDSHIP ASSIGNMENT ~ FIELD DUTY FOUR MONTH (120 Days) BONUS PROGRAM

This is an Addendum to your contract. For the sum of \$600 additional dollars to your base salary, you are assuming employment and assignment to a very "austere hardship" work environment requiring exceptional personal and mental stamina. The facilities and logistics support provided to you are considered expeditionary, minimal, and requiring you to live in field duty conditions for the majority of your assignment. You will not be leaving your assignment until completion of 120 consecutive days from day of hire to completion of this assignment.

The basic terms and conditions of this contract remain in effect during the four month period (120 consecutive days) of duty that you have obligated yourself to complete. You are eligible to receive a total Bonus of \$600 for this austere hardship service in the field. You must remain at your duty assignment with NO VACATION until completion of the assignment. Your failure to complete the agreed to period of time (120 consecutive days) will result in severance from employment and transportation at the convenience of the government back to your initial hiring L-3/Titan Office for out-processing.

Your voluntary departure from your duty assignment will result in payment for services rendered to your last day of duty. Bonus money will be factored upon the successful completion of the month served as identified below in the monthly Bonus break down table. It is to be made clear that you are accepting employment with the full understanding that you will remain with your assigned unit and location for a minimum of four consecutive months with NO VACATION.

Upon completion of the four months you will be eligible for a duty assignment or preference of your choice (based upon availability) and the opportunity to exercise earned vacation (cumulative, maximum of 16 days) time prior to commencement of a new assignment.

By signing this Document you agree to the terms and conditions regarding this BONUS Program. Your failure to satisfactorily complete this obligation will result in your termination from employment.

L-3/Titan. POC for this Addendum is Naiel Mere CAT I Program Manager.

#### \$ 600 US DOLLAR BONUS BREAK DOWN

- 1. Base Salary (\$1,050)
- 2. \$100 Sign-on Bonus due upon first month service
- 3. \$100 Bonus @ 30 days
- 4. \$125 Bonus @ 60 days
- 5. \$125 Bonus @ 90 days
- 6. \$150 Bonus @ 120 days
- 7. Option for reassignment after 120 days and choice of available assignments

Linguist Name Ali Adell Dishe Badge Number	er_S_8301
Linguist Signature	Date: ( of . 19, 2005.
Program Manager Name J Kunkendall	

1900 Campus Commons Drive, Suite 600, Reston, VA 20191-1535 • Tel: 703.390,7600 • Fax: 703.390.7690 • www.litan.com