



Services (OAS); (Collectively, “KBR”) and her unknown attacker, whose identity is currently only known as “John Doe”, complaining about the assault, battery, negligent security, premises liability, intentional infliction of emotional distress, sexual assault, rape, physical injury and other personal injuries to Anna Mayo.

For clarification, this is not the first time that KBR has had problems with the sexual violence in its workspaces, nor the first time that it has been put on notice of these rampant violent behaviors. Ever since Jamie Leigh Jones went public on national television in December of 2007, regarding her rape and false imprisonment by KBR and Halliburton, many women have come forward to place KBR on notice of the sexually violent environment that it created. Like the attacks before hers, Anna’s attack never would have occurred but for the complacent “boys will be boys” toleration of sexual abuses that continue to permeate the environment that KBR and its then owner, Halliburton, first created, then failed to warn Anna about – an environment that was excused, if not encouraged, and of which KBR had ample prior notice - an environment from which Anna tried to ask for help from – but, like those before her, was ignored.

## **NATURE OF THE CASE**

1. This is a Texas diversity, fraud, personal injury, premises liability, inadequate security, assault, battery, sexual assault, and rape case arising out of the rape of Anna Mayo while she was deployed to Joint Air Base, Balad, Iraq, in support of Operation Iraqi Freedom was all times relevant to these allegations, Joint Air Base, Balad was under the direct control of KBR, who operated and maintained Joint Air Base, Balad. The rapist was an individual working for defendant and under the control of KBR and working (or appearing to work) for the maintenance and/or billeting department.

## **PARTIES**

2. Plaintiff, Anna Mayo (hereinafter, “Anna”), began working for KBR as an Operations Specialist in 2008 at the age of 26 years, and executed her contract of employment with SEII, in Houston, Texas on October 31, 2008, at the age of 26. She currently resides in Cedar Park, Texas.

3. Defendant, Halliburton Company d/b/a KBR Kellogg Brown & Root, (hereinafter, “Halliburton”) is a Texas corporation headquartered in Houston, Harris County, Texas. It contracts for services related to government contracts throughout Texas, the United States, and Worldwide. Halliburton conducts business throughout the State of Texas and is, thus, amenable to jurisdiction in this State. This defendant

may be served with process by service upon its registered agent, CT Corporation System, 1021 Main Street, Suite 1150, Houston, Texas 77002.

4. Defendants, Kellogg Brown & Root Services, Inc., Kellogg Brown & Root International, Inc., Kellogg Brown & Root LLC, Kellogg Brown & Root, Inc., Kellogg Brown & Root, S. de R.L., Kellogg Brown & Root (KBR), Inc., KBR Technical Services, Inc., (hereinafter, collectively “KBR”) is a Texas corporation with principle offices in Houston, Harris County, Texas. It contracts for services related to government contracts throughout Texas, the United States, and Worldwide. KBR conducts business throughout the State of Texas and is, thus, amenable to jurisdiction in this State. This defendant may be served with service of process by service upon its registered agent, CT Corporation System, 1021 Main Street, Suite 1150, Houston, Texas 77002.

5. Defendant, and Plaintiff’s former employer, Services Employees International, Inc., (SEII), is a Cayman Islands corporation doing business in the State of Texas with KBR, which failed to register with the Secretary of State in Texas as a company doing business in Texas. Therefore, service on SEII will be by service on the Secretary of State of the State of Texas, and through the attorney general of the Cayman Islands. On information and belief, this corporation was set up as an off-shore tax shelter for Halliburton. (*previously attached to original petition*)

6. The Rapist is an individual who, on information and belief, was an employee of KBR working in ether billeting or maintenance at the Joint Air Base in Balad, Iraq.

### **JURISDICTION, VENUE AND LIMITATIONS**

7. Jurisdiction is based on diversity of citizenship and federal question. 28 U.S.C. §1332. The amount in controversy is substantially in excess of Seventy-Five Thousand Dollars (\$75,000), exclusive of interest and costs. One or more Defendants regularly conduct business within the Southern District. Therefore, venue is permissible in this District pursuant to 28 U.S.C. §1391.

8. Further, this Court has subject matter jurisdiction in that a) Plaintiff's injuries were not the result of an "accidental injury"; 2) Plaintiff's injuries did not "arise out of and in the course of employment"; and 3) SEII was Plaintiff's only "employer" under the terms of her agreement.

### **FACTS**

9. It has become necessary to file this suit as a result of the following facts.

10. Between 2008 and November 30, 2009, Anna was employed by SEII as an Operations Specialist pursuant to her employment agreement with SEII.

11. At the relevant time period, Anna worked the night shift.

12. On November 27, 2009, Anna was awakened by a knock on her Containerized Housing Unit (CHU) at approximately 10:30 a.m.

13. Anna allowed the man (Rapist) into her living quarters, believing him to be a maintenance department employee.

14. The Rapist claimed to be checking her bathroom, and then left after only a few moments.

15. Anna reported this entry into her living quarters to several co-workers and to the supervisor of the Operations and Maintenance Department.

16. The supervisor informed Anna that “SCW’s” were not supposed to be in her room without an “Expat.”

17. On November 30, 2009, without further warning, and while Anna was sleeping, the Rapist returned, broke into her room, and proceeded to beat her.

18. The door remained open as the Rapist attacked Anna, grabbing and ripping at her face. Anna tried to make it out of the open door, but the Rapist slammed it shut before she could escape. Anna fought with her attacker, which only caused him to fight harder. She tried to bite his hands through his dirty work gloves, which only caused him to bite her in return. She felt as though he was trying to rip her eyeballs out of their sockets and twist her lips off of her face. Eventually, the Rapist placed a rope around Anna’s neck and tightened it until she lost consciousness. She thought she was dying.

19. When Anna awoke, she realized that she was face down in her bed being raped by the man from behind. When he finished, the Rapist walked into the

bathroom, and Anna tried to crawl away. The Rapist caught her and beat her again. This time, he tied her hands behind her back with the rope. Anna begged for her life – begged him “just be my friend!” The Rapist then placed a clothing item over Anna’s face and neck and strangled her again. She could barely breathe through the material, so he placed his fingers in her nose and mouth to prevent her from doing so. Anna again lost consciousness – this time feeling certain that he would not stop until she was dead.

20. She awoke again – to the sounds of the Rapist leaving her room. She put on her shoes and ran into the main row of billeting (Row 51). She saw two men, yelled for help, as the men turned she saw that they wore red lanyards around their necks, indicating that they were KBR employees, then she passed out again.

21. When Anna awoke again, she saw her co-worker, Bill Bass, who did not even recognize her from the beating she had taken. Mr. Bass continuously asked her “Ma’am, can you tell us your name?”



22. Beginning November 1, 2008, Anna lived and worked at Joint Air Base, Balad. She was housed in a living quarters which consisted of a room in a shipping container which had been outfitted as a living facility and placed in a row of similar structures. This facility was under the direct control and supervision of defendants herein. Anna's room was located in a row of containers that had been vacated by other KBR employees, though Anna had not been moved. No other night-shift personnel were housed in the immediate vicinity of her room, and "T" walls separated the billeting rows. These walls were intended to protect from shrapnel from bombardments, but also served to muffle noise – or cries for help. Although more secure locks were available, the locks on the door were flimsy and poorly made.

### **LEGAL THEORIES AND CAUSES OF ACTION**

23. KBR, SEII and the JOHN DOE RAPIST are liable under one or more different, alternative theories of liability recognized under Texas, and federal, law.

### **COUNT I** **NEGLIGENCE OF DEFENDANT, KBR**

24. Anna hereby incorporates all paragraphs of this Complaint into this Count, as if they were fully alleged herein, and further alleges as follows:

25. Anna will plead and will prove that at all times her conduct was professional and in no way contributed to and/or caused the dangerous environment in which defendants placed her, or the physical attacks on her person. At all times prior to the assault, KBR was placed on actual and/or constructive notice of the hostile and

sexually charged environment, and of reports of sexual violence and concerns regarding the unsafe living conditions of Anna, in particular. They were, additionally, warned of the foreseeable impending dangers. The sexual abuse, assault, battery, and sexual assault have negatively impacted the terms, conditions, and privileges associated with Anna's employment, and continue to do so. Anna suffered debilitating, and permanent injuries for which Defendants herein are responsible.

26. Pleading further, Anna will show that Defendants, jointly and severally, are responsible for several acts of negligence which were a cause of the incidents, subsequent injuries and damages suffered by them.

Such acts of negligence include, but are not limited to:

(a) Failing to exercise ordinary or reasonable care in hiring, training, supervising and maintaining their employees, servants, agents, officers and representatives;

(b) Failing to exercise ordinary or reasonable care in providing a safe working environment;

(c) Failing to exercise ordinary or reasonable care in providing a safe living environment;

(d) Failing to exercise ordinary or reasonable care in responding to requests of its residents, employees, servants, agents, officers and representatives, specifically Anna's requests regarding the Rapist being able to enter her room without an escort or

supervisor;

(e) Failing to recognize, implement and adhere to applicable rules and regulations pertaining to their employees, servants, agents, officers and representatives and their work environments, including permitting the keys to Anna's room to be taken from the billeting office, failing to install proper locks on the doors, and others;

(f) Failing to provide proper, adequate and sufficient protection to Anna at her living quarters in Iraq;

(g) Failing to properly supervise the project in question;

(h) Failing to properly supervise the premises in question;

(i) Failing to warn Anna of the inherent dangers of her living environment;

(j) Failing to devise a proper policy or plan for placement of females in their working and/or living environment;

(k) Failing to respond in a timely and appropriate manner, despite actual and/or constructive knowledge of the on-going sexually-charged environment and the sexual harassment which permeated KBR's Iraq premises;

(l) Failing to supervise employees so as to prevent attacks such as Anna suffered.

27. Anna would show, in the alternative, without waiving the above, that KBR was the occupier/general contractor of the premises in question and that as such it owed a duty to warn of and/or correct hidden dangers. Further, Defendants had actual

knowledge of the condition that posed an unreasonable risk of harm to Anna, and other women in her circumstances. KBR had a duty to take reasonably prudent precautions under the circumstances to reduce or to eliminate the unreasonable risk from that condition and it to do so.

28. Pleading further Anna would show that all defendants collectively referred to herein as “KBR” were involved in a joint enterprise as that term is defined at law. At all times relevant hereto, these Defendants had an agreement, either express or implied, with respect to the recruitment, training, placement, construction, employment and policies and procedures that entail work in Iraq for employees such as Anna. Further, they had a common purpose and a common business or pecuniary interest with an equal right to direct and control the enterprise. For the purpose set forth herein, all defendants known collectively as “KBR”, are jointly and severally responsible for the injuries and damages sustained by Anna.

29. Defendants are jointly and severally responsible for the acts and omissions in this co-venture. Furthermore, the Defendants are responsible for the acts and omissions of their employees, servants, agents, officers and representatives including, without limitation, under the doctrine of *respondeat superior*, agency and non-delegable duty.

30. As a direct and proximate result of the allegations contained herein, Anna has suffered the damages set forth more fully herein, all of which are in excess of

\$100,000.00.

**COUNT II**  
**NEGLIGENT UNDERTAKING OF DEFENDANTS KBR & SEII**

31. Anna hereby incorporates all paragraphs of this Complaint into this Count, as if they were fully alleged herein, and further alleges as follows:

32. Anna would also show that KBR and SEII and their employees, servants, agents, officers and representatives, negligently undertook to provide proper training, adequate and sufficient safety precautions, adequate and sufficient policies and procedures in the recruitment, training and placement of personnel in Iraq and therefore, owed a duty to Anna pursuant to common law and § 323 of the Restatement (Second) of Torts. To wit:

One who undertakes, gratuitously, or for consideration, to render services to another which he should recognize as necessary for the protection of the other person or things, is subject to liability to the other for physical harm resulting from this failure to exercise care to perform his undertaking, if:

- a. his failure to exercise such care increases the risk of such harm, or
- b. the harm is suffered because of the other's reliance upon the undertaking.

As such, KBR and SEII each owed a non-delegable duty to Anna to keep her safe from harm and/or injury. Defendant's breached their non-delegable duty which it owed to Anna to keep her safe from harm and/or injury by permitting their employees to possess, maintain, and use keys to enter her sleeping quarters, and by failing to

provide adequate security measures and/or personnel to protect Anna.

33. As a proximate result of the negligent acts and omissions described herein, KBR and SEII breached these duties, resulting in injuries and damages to Anna.

34. KBR and SEII breached its duties owed to Anna by allowing her, without warning or correction, to enter into, work in, and be housed in, an unsafe and hostile area (in this instance, hostile from “friendly”, rather than enemy forces). This breach was a proximate cause of Anna’s injuries set forth below. Said defendants were negligent in that, *inter alia*:

a) KBR and SEII failed to properly investigate the history of Anna’s Rapist prior to hiring him when they should have known, or did know, of the assailant’s criminal and/or violent propensities;

b) KBR and SEII failed to properly supervise the Rapist in the course and scope of his duties so as to prevent him from unlawfully acting upon those sexual and/or violent propensities;

c) KBR and SEII failed to properly supervise the Rapist so as to prevent him from possessing, storing, and using the key to Anna’s sleeping quarters;

d) KBR and SEII failed to investigate, reassign, and/or discharge the Rapist (when they should have known that they were unfit and unsafe employees);

e) KBR and SEII permitted the Rapist to enter the barracks in close

proximity to, and with easy access to victims such as Anna, without supervision, which resulted in the brutal attack set forth in this complaint.

35. As a direct and proximate result of the allegations contained herein, Anna has suffered the damages set forth more fully herein, all of which are in excess of \$100,000.00.

**COUNT III**  
**AGENCY, JOINT VENTURE, JOINT ENTERPRISE, DIRECT**  
**CORPORATE LIABILITY**

36. Anna hereby incorporates all paragraphs of this Complaint into this Count, as if they were fully alleged herein, and further alleges as follows:

37. KBR and SEII are vicariously liable for the conduct of their employees, agents and ostensible agents, including the Rapist and others, under theories of actual agency, apparent agency, ostensible agency, and agency by estoppel.

38. In the alternative, KBR and SEII and their employees, agents and ostensible agents, engaged in joint ventures, joint enterprises, and/or are liable under the direct corporate liability theory, and/or are liable under the theory of *respondeat superior*.

39. KBR and SEII's conduct was unreasonable, or negligent, and was a proximate cause of Anna's brutal sexual assault and battery. The negligence includes failure to comply with company policies regarding escorting maintenance/billeting personnel, failing to respond to Anna's voiced concerns regarding the entry into her

room, and failure to provide proper security measures to prevent such unlawful entry.

40. KBR and SEII are each liable for breach of express and implied warranties, which breach is cognizable, not only under the common law, but also via the Texas Deceptive Trade Practices Act.

41. All theories of liability and recovery are pled cumulatively and alternatively, with no election of remedies until such time as the trier of fact has resolved disputed issues of fact and the Court compels such an election, if, in fact, the Court does so.

42. As a direct and proximate result of the allegations contained herein, Anna has suffered the damages set forth more fully herein, all of which are in excess of \$100,000.00.

**COUNT VII**  
**BREACH OF CONTRACT**

43. Anna hereby incorporates all paragraphs of this Complaint into this Count, as if they were fully alleged herein, and further alleges as follows:

44. SEII breached the contract of employment with Anna in each of the following particulars:

- a. The “Employment Agreement” between Service Employees International, Inc.; and Anna purports to cover the employment-related matters between the Plaintiff and SEII;

- b. SEII breached the specific and implied warranties of security against violations of security rules as set forth by paragraph 15 (a) of the Employment Agreement;
- c. SEII breached the specific and implied warranties of protection against violations of Corporate Policies regarding Standards of Conduct as set forth by paragraph 16 of the Employment Agreement;
- d. SEII breached the specific and implied warranties of protection against violations of Project and/or Work Location Policies regarding Standards of Conduct as set forth by paragraph 16(a) of the Employment Agreement;
- e. SEII breached the specific and implied warranties of protection against misconduct of other employees as set forth by paragraph 16(b) of the Employment Agreement;
- f. SEII breached the specific and implied warranties of protection against Illegal Actions as set forth by paragraph 16(m) of the Employment Agreement;
- g. SEII breached the specific and implied warranties of protection against Sexual Harassment as set forth by paragraph 16(n) of the Employment Agreement;

45. As a direct result of the aforesaid breaches of the Employment Agreement, Anna was enticed to travel into Balad, Iraq, and to place her person in harm's way from the very people who were purported to be working on "her side." Therefore, she was harmed, as set forth herein.

46. As a direct and proximate result of the allegations contained herein, Anna has suffered the damages set forth more fully herein, all of which are in excess of \$100,000.00.

**COUNT VIII**  
**FRAUD IN THE INDUCEMENT TO ENTER THE EMPLOYMENT**  
**CONTRACT**

47. Anna hereby incorporates all paragraphs of this Complaint into this Count, as if they were fully alleged herein, and further alleges as follows:

48. KBR and SEII fraudulently induced Anna to enter into the contract of employment with SEII on October 31, 2008, by misleading her *inter alia* in each of the following particulars:

- a. At all times relevant to the discussion leading up to the execution of the employment contract in this case, and at the time of its execution, KBR and SEII management were aware of the repeated sexual attacks, sexual harassment and mistreatment of women in Iraq, by United States citizens in general, and its own employees, in particular, yet actively concealed this fact from women who

were being asked to serve in that arena, particularly, Anna;

- b. KBR and SEII management knew that personal safety was an issue that would have been significant to any applicant for service in Iraq, particularly Anna, and that the concealed knowledge would likely have prevented women in general, and Anna, in particular, from entering into a contract of employment which required her to go to Iraq under those conditions;
- c. KBR and SEII management actively concealed knowledge of the dangers of sexual harassment, assault, rape, and other related acts from women who were enticed to travel, unprotected and unprepared, into this hostile environment, partly by the use of mandatory, binding, secret, pre-dispute arbitration provisions in the contract;
- d. KBR and SEII participated in presenting a contract of employment, along with a pamphlet for outlining grievance procedures and complaints, in a knowing and active inducement to women in general, and Anna in particular, to execute a contract to accept dangerous employment, while having full knowledge of the dangers from its own employees, and concealing that fact;
- e. The “Employment Agreement” between these parties purports to

cover the employment-related matters between the Plaintiff and SEII; yet, despite the knowledge of KBR and SEII management that women were being raped and assaulted by its employees and/or those of its subsidiaries in Iraq, such acts were specifically omitted from the contract of employment as a known and foreseeable risk, in an active effort to conceal the very nature of the working and living environment into which women such as Anna, and Anna herself, would be thrust;

- f. Anna relied upon the misrepresentations of fact regarding the safety measures for women in Iraq (at least as they pertained to her fellow countrymen in general, and her co-workers, in particular) when she entered into the contract;
- g. If the true nature of the employment had been made known to Anna, she would not have executed the contract, would not have been sent to Iraq, would not have been brutally raped by the KBR employee in Balad, and would not have suffered the injuries enumerated in this complaint.

49. As a direct and proximate result of the allegations contained herein, Anna has suffered the damages set forth more fully herein, all of which are in excess of \$100,000.00.

**COUNT IX**  
**FRAUD IN THE INDUCEMENT TO AGREE TO ARBITRATION**

50. Anna hereby incorporates all paragraphs of this Complaint into this Count, as if they were fully alleged herein, and further alleges as follows:

51. KBR fraudulently induced Anna to agree to a “mandatory arbitration provision”, by misleading her *inter alia* in each of the following particulars:

- a. At all times relevant to the discussion leading up to the execution of the “mandatory arbitration provision” in this case, and at the time of its execution, KBR was aware of the repeated sexual attacks, sexual harassment and mistreatment of women in Iraq and Afghanistan, by United States citizens in general, and its own employees, in particular, yet actively concealed and/or failed to disclose this fact from women who were being asked to serve in that arena, particularly, Anna;
- b. KBR knew that personal safety was an issue that would have been significant to any applicant for service in Iraq, particularly Anna, and that the concealed knowledge would likely have prevented women in general, and Anna, in particular, from agreeing to a “mandatory arbitration provision” under those conditions;
- c. KBR actively concealed knowledge of the dangers of sexual

harassment, assault, rape, and other related acts from women who were enticed to travel, unprotected and unprepared, into this hostile environment, and then agree to a “mandatory arbitration provision” in the event of such events recurrence;

- d. KBR participated in presenting a “mandatory arbitration provision”, along with a pamphlet for outlining grievance procedures and complaints, in a knowing and active inducement to women in general, and Anna in particular, to agree to “mandatory arbitration provision” when only the defendants were aware of the dangerous nature of the employment its own employees, and while concealing that fact;
- e. The “mandatory arbitration provision” purports to cover the “employment-related” matters between the Anna and KBR; yet, despite KBR’s knowledge that women were being raped and assaulted by its employees and/or those of its subsidiaries in Iraq, such acts were specifically omitted from the parameters of the “mandatory arbitration provision” as these known and foreseeable risks regarding the very nature of the working and living environment into which women such as Anna, and Anna herself, would be thrust, were actively concealed;

- f. Anna relied upon the misrepresentations of fact regarding the safety measures for women in Iraq (at least as they pertained to her fellow countrymen in general, and her co-workers, in particular) when she agreed to the “mandatory arbitration provision”;
- g. If the true nature of the risk had been made known to Anna, she would not have executed the “mandatory arbitration provision”, would not have been sent to Iraq, would not have been subjected to the severe and brutal rape by KBR’s employee, acting with impunity from this company as set forth in this complaint.

52. As a direct and proximate result of the allegations contained herein, Anna has suffered the damages set forth more fully herein, all of which are in excess of \$100,000.00.

**COUNT X**  
**SEXUAL ASSAULT AND BATTERY- RAPIST**

53. Anna hereby incorporates all paragraphs of this Complaint into this Count, as if they were fully alleged herein, and further alleges as follows:

54. The Rapist, premeditated his attack, then returned to brutally assault and batter Anna until she was unconscious.

55. The Rapist then raped Anna while she was unconscious and incapable of consenting to said forcible acts of sexual intercourse and brutality.

56. Rapist's acts were intentional, outrageous, reckless and with malice.

57. As a direct and proximate result of the allegations contained herein, Anna suffered the damages set forth more fully herein, all of which are in excess of \$100,000.00.

**COUNT XI**  
**NEGLIGENCE OF KBR AND SEII**

58. Anna hereby incorporates all paragraphs of this Complaint into this Count, as if they were fully alleged herein, and further alleges as follows:

59. As the Camp Manager of Joint Air Base, Balad, KBR and SEII were responsible for the acts of negligence which were a cause of the incidents, subsequent injuries and damages caused by them. Defendants failed to properly respond to Anna's complaints, failed to maintain proper key control, and failed to provide adequate security to Anna's living area.

60. Further, one or more of the Corporate Defendants is responsible for the acts and omissions of the RAPIST including, without limitation, under the doctrine of respondeat superior, agency and non-delegable duty.

61. As a direct and proximate result of the allegations contained herein, Anna has suffered the damages set forth more fully herein, all of which are in excess of \$100,000.00.

**COUNT XII**  
**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

62. Anna hereby incorporates all paragraphs of this Complaint into this Count, as if they were fully alleged herein, and further alleges as follows:

63. KBR, SEII and Rapist each acted (as set forth herein) intentionally and/or recklessly, in a manner which was extreme and outrageous under the circumstances, and which caused severe emotional distress to Anna.

64. As a direct and proximate result of the allegations contained herein, Anna has suffered the damages set forth more fully herein, all of which are in excess of \$100,000.00.

**PROXIMATE CAUSE**

65. Anna hereby incorporates all paragraphs of this Complaint into this Count, as if they were fully alleged herein, and further alleges as follows:

66. Each and every of the foregoing acts and omissions, individually and collectively on the part of Defendants, taken separately and/or collectively, jointly and/or severally, constitute a direct and proximate cause of the injuries and damages set forth below.

67. As a direct and proximate result of the allegations contained herein, Anna has suffered the damages set forth more fully herein, all of which are in excess of \$100,000.00.

## **DAMAGES AND REMEDIES**

68. Anna hereby incorporates all paragraphs of this Complaint into this Count, as if they were fully alleged herein, and further allege as follows:

69. As a direct and proximate result of the aforementioned abuse, harassment and attacks on the part of these defendants, jointly and severally, Anna was caused to suffer serious injuries. As a result of same, she has suffered the following damages:

- a. Reasonable medical care and expenses in the past. These expenses were incurred by Anna for the necessary care and treatment of the injuries resulting from the incident complained of herein, and such charges are reasonable and were usual and customary charges for such services;
- b. Reasonable and necessary medical care and expenses which will, in all reasonable probability, be incurred in the future.
- c. Physical pain and suffering in the past;
- d. Mental anguish in the past;
- e. Physical pain and suffering in the future;
- f. Mental anguish in the future;
- g. Physical impairment and disfigurement in the past;
- h. Physical impairment and disfigurement which, in all reasonable probability, will be suffered in the future.

- i. Loss of earnings in the past;
- j. Loss of earning capacity which will be, in all probability, incurred in the future;
- k. Fear of a future disease condition;
- l. Cost of medical monitoring and prevention in the future.

**GROSS NEGLIGENCE/EXEMPLARY DAMAGES**

70. Anna re-alleges and incorporates each allegation contained in all Paragraphs hereinabove of this Complaint as fully set forth herein.

71. Without waiving the foregoing, Anna seeks exemplary damages pursuant to Texas Civil Practices and Remedies Code §41.003(3) and pursuant to the definition of “Gross Negligence” as provided in §41.001(11)(A) and (B). Specifically, KBR, SEII, and the RAPIST; completely, recklessly, maliciously, and/or with conscious or reckless indifference, ignored the probability and magnitude of the potential harm to others, including Anna, by creating the hostile, sexually charged work and living conditions for women in Iraq, and for its handling of her complaints. When viewed objectively from the standpoint of KBR and SEII, at the time of their acts and omissions involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others, including Anna. Furthermore, each defendant named herein had actual,

subjective awareness of the risk involved, but nevertheless proceeded with conscious indifferences to the rights, safety and welfare of others, including Anna.

72. As a result of the gross neglect and legal malice of each of the named defendants, Anna seeks an award of exemplary damages under TEX. LAB. CODE §408.001(b) and Article 16, Section 26 of the Texas Constitution.

73. Defendants knowingly, and with wanton disregard for the welfare of Anna, ignored her complaints, failed to investigate her reports of misconduct, and instead initiated an investigation of her for having had the audacity to get raped on their premises. In doing so, they placed Anna at an extreme degree of risk of sexual assault and battery in the context of “boys will be boys,” considering the probability and magnitude of the potential harm to her, which, when viewed objectively from the standpoint of the reasonable person was foreseeable at the time they ignored her complaints.

74. Defendants’ negligent acts and/or omissions, individually and jointly, constituted a conscious disregard of an extreme degree of risk, all of which led to the Anna’s injuries and damages.

75. If the trier of fact finds the requisite degree of culpability required by Texas law for an assessment of punitive or exemplary damages, Plaintiffs seek such an award as is right and just.

76. Plaintiffs are also entitled to recover prejudgment interest and costs of court.

**JURY DEMAND**

77. Plaintiff hereby invokes her right to trial by jury.

WHEREFORE, Plaintiff prays that the Defendants be cited to appear and answer herein, and that, after a trial, they receive such monetary damages, both actual and exemplary, and other relief as is sought herein and appropriate under the law and the facts.

Respectfully submitted,

/s/ L. Todd Kelly  
**THE KELLY LAW FIRM, P.C.**  
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**CERTIFICATE OF SERVICE**

I hereby certify that all counsel of record were served with true and correct copies of the attached Complaint by ECF on this \_\_\_\_<sup>th</sup> day of June, 2010:

/s/ L. Todd Kelly