

& ROOT, INC.; KELLOGG BROWN & ROOT, S. DE R.L.; KELLOGG BROWN & ROOT (KBR), INC.; KBR TECHNICAL SERVICES, INC.; OVERSEAS ADMINISTRATIVE SERVICES (OAS); BITC (US) LLC; HBR NL HOLDINGS, L.L.C.; KBR GROUP HOLDINGS, L.L.C.; KBR HOLDINGS, L.L.C.; (hereinafter, collectively the “Corporate Defendants”); LARRY MARTIN; WILLIAM RISNER; and several other unknown persons, whose identities are currently only known as “John Doe”, complaining about sexual assault, rape, negligence, physical injury and other personal injuries to Dawn Leamon.

NATURE OF THE CASE

2. This is a Texas diversity, personal injury and negligence case arising out of conduct by employees and agents of the Defendants that occurred while Ms. Leamon was employed by the Defendants and assigned to work in Iraq.

PARTIES

3. Plaintiff, Dawn Leamon, is a resident of Stephenson County, Illinois.

4. Defendants KBR, INC., 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.; OVERSEAS ADMINISTRATIVE SERVICES (OAS); BITC (US) LLC; HBR NL HOLDINGS, L.L.C.; KBR GROUP HOLDINGS, L.L.C.; KBR HOLDINGS, L.L.C. (hereinafter, collectively “KBR”) are Delaware corporations with principle offices in Houston, Harris County, Texas. KBR 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, Capital Corporate Services, Inc., 800 Brazos, Suite 400, Austin, Texas 78701.

5. Defendant SERVICES EMPLOYEES INTERNATIONAL, INC. (“SEII”), is, upon information and belief, a Cayman Islands corporation doing business in the State of Texas with KBR/Halliburton, 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.

6. 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 or 350 N. St. Paul Street, Dallas, Texas 75201.

7. The KBR Defendants, SEII, and Halliburton will hereinafter sometimes be referred to as the “Corporate Defendants.”

8. Defendant WILLIAM RISNER is an individual who, on information and belief, is a resident of the state of Alabama, and whose last known address will be obtained through discovery from the Corporate Defendants.

9. Defendant LARRY MARTIN is an individual who, on information and belief, is a resident of the state of Texas, whose last known address will be obtained through discovery from

the Corporate Defendants.

JURISDICTION, VENUE AND LIMITATIONS

10. Jurisdiction is based on diversity of citizenship. 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. The Defendants regularly conduct business within the district. Therefore, venue is permissible in this District pursuant to 28 U.S.C. §1391.

STATEMENT OF FACTS

11. Dawn Leamon was hired by the Corporate Defendants in July 2007 as a Paramedic/Medic. The Corporate Defendants placed Ms. Leamon in an overseas assignment to the U.S. Army's Central Command Area of Operations in Iraq. Following training at Camp Adder, Ms. Leamon's first assignment in Iraq was as a Paramedic/Medic at Camp Cedar, which is located near the Tallil airbase.

12. On January 26, 2008, Ms. Leamon was transferred from Camp Cedar to Camp Harper, located near Basra.

13. On or about the evening of February 3, 2008, some of Ms. Leamon's civilian colleagues invited her to join them for a drink. Ms. Leamon agreed, and went to the living quarters of one of her colleagues. There were approximately four to five people in the colleague's room. Ms. Leamon was served a drink of vodka and orange juice mixed in a Gatorade bottle. Ms. Leamon drank some of the drink, set it down, then left the room to go to her room to get a pack of cigarettes. She returned a short time later to the colleague's room, where she finished her drink.

14. After finishing her drink, Ms. Leamon began to feel strange. Though her memory

of the remaining events that evening is fuzzy, she recalls moving from the room where the gathering began to the room of Defendant William Risner, who was also employed by one or more of the Corporate Defendants. In Mr. Risner's room, a Special Forces agent later identified by Defendant Larry Martin as "Jason" began kissing Ms. Leamon. She attempted to push him away, but was unsuccessful.

15. Ms. Leamon was then laid flat on her back at the end of a bed. She was holding on to Defendant Risner's hand. She recalls being anally penetrated by Jason, and screaming when this occurred. When she screamed, Mr. Risner quieted Ms. Leamon by putting his penis in her mouth. Ms. Leamon was sexually assaulted. At no time did she consent to the conduct of Defendant Risner or Jason. Defendant Risner and Jason then switched places, and Ms. Leamon recalls someone holding her legs up. This is her last memory of the events of that night.

16. Ms. Leamon does not know the identities of all of the individuals who were in the room with her during the rape, or all of the events that occurred. She was later told by a U.S. Military Criminal Investigations Division investigator that Defendant Larry Martin, who was the Camp Manager, entered the room several times during the rape.

17. Ms. Leamon awoke the following morning in a chair in her room. Jason was unclothed and asleep in her bed. There were blood and feces on Ms. Leamon, and feces in her mouth as well. There were also feces on the carpet and the furniture, and blood and feces on Jason as well. Ms. Leamon immediately cleaned her mouth, showered and attempted to clean the carpet. She attempted to wake Jason, but he would not wake up. Ms. Leamon's work was scheduled to begin with a 7:00 a.m. camp meeting. She went to the meeting, and then attempted to wake Jason again when she returned from the meeting.

18. Later that morning, Ms. Leamon was called into the office of Defendant Martin, the Camp Manager. Mr. Martin informed her that “what went on last night will never happen again.” Ms. Leamon informed Mr. Martin that Jason was still in her room.

19. Shortly after meeting with Mr. Martin, one of the U.S. Special Forces liaison employees, who went by the name of “D.J.”, instructed Ms. Leamon not to discuss the events of the previous evening with anyone.

20. Ms. Leamon complied with D.J.’s request not to discuss these events while at Camp Harper, because she was in fear of her safety. The only other person she discussed the events with while at Camp Harper was Larry Martin. On or around March 1, 2008, when she was transferred to another U.S. military camp in Iraq, Ms. Leamon reported to management at KBR that she had been raped while at Camp Harper.

21. Unbeknownst to Ms. Leamon, the Corporate Defendants were aware of numerous instances of sexual assault by their employees against other employees on premises they maintained and controlled, yet failed to warn Ms. Leamon regarding the dangers, and failed to make those conditions safe. In fact, shortly before the assault on Ms. Leamon, the national television news program 20/20 carried a story about another woman who had been similarly raped while working for the Corporate Defendants in Iraq.

22. Instead of helping Ms. Leamon after the assault, by, *inter alia*, providing her with or allowing her to seek medical and psychological care and removing her from the premises, Defendants, including Larry Martin and William Risner, simply left Ms. Leamon alone, unable to speak with anyone about the assault. Shortly after the assault, Defendant Risner gave Ms. Leamon a photograph showing three KBR employees sitting next to each other in a “hear no

evil, speak no evil, see no evil” pose, a message intended to reinforce that she needed to remain silent about the attack.

23. After Ms. Leamon’s report on March 1, she was subjected to interrogation over long periods of time, required to sign statements that were untrue, and having her company computer confiscated.

24. As a result of Defendant’s conduct, Ms. Leamon has suffered significant harm as set forth herein.

LEGAL THEORIES AND CAUSES OF ACTION

25. Defendants are liable under one or more different, alternative theories of liability recognized under Texas and federal law.

COUNT I NEGLIGENCE OF CORPORATE DEFENDANTS

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

27. At all times prior to the assault, the Corporate Defendants were placed on actual and/or constructive notice of the hostile and sexually charged environment, and of the unsafe living conditions of Ms. Leamon in particular. They were, additionally, warned of the foreseeable impending dangers. As a result, Ms. Leamon has suffered debilitating, and permanent injuries for which Defendants herein are responsible.

28. Defendants, jointly and severally, are responsible for several acts of negligence which were a cause of the incidents, subsequent injuries and damages caused by them.

29. 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 recognize, implement and adhere to applicable rules and regulations pertaining to their employees, servants, agents, officers and representatives and their work environments, including permitting alcoholic beverages on the premises with co-ed barracks, with knowledge of the dangers created by its consumption; the failure to provide separate living quarters for male and female residents, and others;

(e) Failing to provide proper, adequate and sufficient protection to Ms. Leamon at her living quarters in Iraq;

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

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

(h) Failing to warn Ms. Leamon of the inherent dangers of her living environment;

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

(j) 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 abuse which permeated Halliburton/KBR's Iraq premises;

(k) Failing to supervise employees so as to prevent attacks such as Ms. Leamon

suffered.

30. Ms. Leamon would show, in the alternative, without waiving the above, that the Corporate Defendants were the occupier/general contractor of the premises in question and that as the occupier/general contractor, the Corporate Defendants owed a duty to Ms. Leamon to warn of and/or correct hidden dangers. Further, the Corporate Defendants had actual knowledge of the condition that posed an unreasonable risk of harm to Ms. Leamon, and other women in her circumstances. The Corporate Defendants had a duty to take reasonably prudent precautions under the circumstances to reduce or to eliminate the unreasonable risk from that condition and Defendants failed to do so.

31. Pleading further Ms. Leamon would show that the Corporate Defendants were involved in a joint enterprise as that term is defined in law. At all times relevant hereto, the Corporate 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 the employees of SERVICES EMPLOYEES INTERNATIONAL, INC. 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, the Corporate Defendants are jointly and severally responsible for the injuries and damages sustained by Ms. Leamon.

32. 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.

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

COUNT II
NEGLIGENT UNDERTAKING OF
CORPORATE DEFENDANTS, DEFENDANT RISNER,
AND DEFENDANT MARTIN

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

35. Ms. Leamon would also show that the Corporate Defendants, and the employees, servants, agents, officers and representatives of each, 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 Ms. Leamon 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, the Defendants owed a non-delegable duty to Ms. Leamon to keep her safe from harm and/or injury. Defendants breached their non-delegable duty which they owed to Ms. Leamon to keep her safe from harm and/or injury by permitting their employees to possess, maintain, and consume substantial amounts of alcohol and drugs, and by failing to provide adequate security

measures and/or personnel to protect Ms. Leamon.

36. As a proximate result of the negligent acts and omissions described herein, the Corporate Defendants breached these duties, resulting in injuries and damages to Ms. Leamon.

37. The Defendants breached their respective duties owed to Ms. Leamon by allowing, without warning or correction, Ms. Leamon to enter into, work in, and be housed in, an unsafe and hostile area. This breach was a proximate cause of Ms. Leamon's injuries set forth below. Said defendants were negligent in that, *inter alia*:

- a) They failed to properly investigate the history of Ms. Leamon's assailants prior to hiring them when they should have known, or did know, of the assailants' criminal and/or violent propensities;
- b) They failed to properly supervise the assailants in the course and scope of their duties so as to prevent them from unlawfully acting upon those sexual and/or violent propensities;
- c) They failed to properly supervise these assailants so as to prevent them from possessing, storing, and consuming substantial quantities of alcohol and drugs;
- d) They failed to further investigate, reassign, and/or discharge these assailants (including William Risner) when they should have known that they were unfit and unsafe employees;
- e) They permitted these rapists to remain in the barracks in close proximity to, and with easy access to victims such as Ms. Leamon, which resulted in the brutal attack set forth in this complaint.

38. As a direct and proximate result of the allegations contained herein, Ms. Leamon

has suffered the damages set forth more fully herein, all of which are in excess of \$100,000.00.

**COUNT III
FALSE IMPRISONMENT**

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

40. Following her transfer out of Camp Harper, Corporate Defendants willfully detained Ms. Leamon without her consent and without authority of law.

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

**COUNT IV
AGENCY, JOINT VENTURE, JOINT ENTERPRISE,
AND/OR DIRECT CORPORATE LIABILITY**

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

43. The Corporate Defendants are vicariously liable for the conduct of their employees, agents and ostensible agents, including William Risner, Larry Martin, the “John Doe Rapists” and others, under theories of actual agency, apparent agency, ostensible agency, and agency by estoppel.

44. In the alternative, the Corporate Defendants, 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*.

45. Corporate Defendants’ conduct was unreasonable, or negligent, and was a proximate cause of Leamon’s sexual assault. The negligence includes failure to require its

employees, such as Risner and Martin to comply with company policies regarding sexual misconduct, failure to comply with federal law regarding sexual harassment and sexually charged work place, failure to prevent its employees from engaging in retaliatory behavior following a complaint by the victim, negligent misrepresentations, and covering up the allegations by failing to assist with the investigation of same.

46. Corporate Defendants are 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.

47. 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.

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

COUNT V
ASSAULT AND BATTERY:
WILLIAM RISNER AND JOHN DOE RAPISTS

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

50. WILLIAM RISNER AND JOHN DOE RAPIST, conspired to drug Ms. Leamon with the intent of raping her once she became unconscious.

51. WILLIAM RISNER AND JOHN DOE RAPIST raped Ms. Leamon while she was unconscious and incapable of consenting to said forcible acts of sexual intercourse, sodomy, and brutality.

52. Defendants' acts were intentional, outrageous, reckless and with malice.

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

**COUNT VI
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

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

55. Defendants 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 Ms. Leamon.

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

PROXIMATE CAUSE

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

58. Each and every, all and singular of the foregoing acts and omissions, 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.

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

DAMAGES AND REMEDIES

60. Ms. Leamon hereby incorporates all paragraphs of this Complaint into this Count,

as if they were fully alleged herein, and further alleges as follows:

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

- a. Reasonable medical care and expenses in the past. These expenses were incurred by Ms. Leamon 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 in the past;
- h. Physical impairment 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

62. Ms. Leamon re-alleges and incorporates each allegation contained in Paragraphs hereinabove of this Petition as fully set forth herein.

63. Without waiving the foregoing, Ms. Leamon 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, the Corporate Defendants completely, recklessly, maliciously, and/or with conscious or reckless indifference, ignored the probability and magnitude of the potential harm to others, including Dawn Leamon, by creating the hostile, sexually charged work environment and living conditions for women in Iraq, and by its handling of her complaints. When viewed objectively from the standpoint of the Corporate Defendants at the time their acts and omissions involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others, including Dawn Leamon. Furthermore, each defendant named herein had actual, subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety and welfare of others, including Ms. Leamon.

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

65. 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 injuries and damages of Ms. Leamon.

66. If the trier of fact finds the requisite degree of culpability required by Texas law

for an assessment of punitive or exemplary damages, Plaintiff seeks such an award as is right and just.

67. Plaintiff is also entitled to recover prejudgment interest and costs of court.

JURY DEMAND

68. 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,

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s/ Kell A. Simon

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