

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NORTH CAROLINA  
NORTHERN DIVISION  
No. 2:06-CV-49-F

BLACKWATER SECURITY )  
CONSULTING, LLC and )  
BLACKWATER LODGE AND )  
TRAINING CENTER, INC., )

Petitioners, )

vs. )

AFFIDAVIT OF RICHARD P. NORDAN

RICHARD P. NORDAN, as Ancillary )  
Administrator for the Separate Estates of )  
STEPHEN S. HELVENSTON, MIKE R. )  
TEAGUE, JERKO GERALD ZOVKO, )  
and WESLEY J.K. BATALONA, )

Respondent. )

RICHARD P. NORDAN, after being first duly sworn, deposes and says of his own personal knowledge as follows:

1. I am named as the Respondent in this action.

2. In this proceeding - and in the pending arbitration in the International Centre for Dispute Resolution Division of the American Arbitration Association - I am a party only in my role as Ancillary Administrator for the Separate Estates of Stephen S. Helvenston, Mike R. Teague, Jerko Gerald Zovko, and Wesley J.K. Batalona.

3. I was appointed the Ancillary Administrator in Wake County Superior Court, North Carolina, of the Helvenston Estate on December 6, 2004; of the Teague Estate on December 6, 2004; of the Zovko Estate on December 6, 2004; and of the Batalona Estate on December 7, 2004 (collectively "the Estates").

4. For serving as the Ancillary Administrator for the Separate Estates, I have received only my standard, hourly fee for administrative services rendered to the Ancillary Estates.

5. I have received no further compensation for my participation in any of the above referenced legal actions or in any other action involving Petitioner.

6. I have never agreed to, been asked to, or am party to any agreement which provided that I would receive any type of contingency fee based upon the outcome of a wrongful death suit filed against Petitioner. Further, I do not intend, nor have I ever intended to seek a commission or hourly fee for my role in the administration of the Estates pursuant to N.C.G.S. §§ 28A-23-3 or 28A-23-4.

7. I have not received any benefits as a result of the alleged breach or performance of an Independent Contractor Service Agreement signed by either Stephen S. Helvenston, Mike R. Teague, Jerko Gerald Zovko, or Wesley J.K. Batalona.

8. As Ancillary Administrator for the Separate Estates, I have relied entirely upon the advice of the attorneys for the Estates, who do not represent me in my individual capacity, nor do they represent me with respect to my personal interests.

9. On May 24, 2007, the panel of arbitrators (“the Panel”) in the arbitration initiated by Petitioners before the International Center for Dispute Resolution Division of the American Arbitration Association (hereinafter “the Arbitration”) issued an order (hereinafter “Order 1”) in which it determined that Blackwater’s arbitration demand does not allege a claim against me for personal liability. The ICDR Order No. 1 states, in pertinent part, as follows:

“The Panel has reviewed the Demand in this matter. Such Demand makes no claim against Mr. Nordan for personal liability.”

A true copy of ICDR Order No. 1 is attached hereto as Exhibit 1 to the Notice of Appearance filed by my personal counsel today.

10. On June 13, 2007, relying on ICDR Order 1, this Court dismissed the Declaratory Action that I had filed - 5:07-CV-00175-F - on the grounds that it did not present a live "case or controversy" sufficient to meet the requirements of Article III of the United States Constitution and 28 U.S.C. § 2201 *et seq.*

11. Based upon ICDR Order No. 1, I presumed based on my understanding of the law that my personal assets would be protected from any potential Judgment entered by this Court confirming any Arbitration award with respect to Petitioner's arbitration claims, and that recovery of damages from the claims Blackwater against me in my capacity as Ancillary Administrator for the Estates could only be satisfied through the assets of the Estates.

12. I understand that the arbitration in the ICDR is moving forward expeditiously as I have seen a copy of the ICDR Order No. 3, which was entered by the panel on July 12, 2007, and which allows in part and denies in part Blackwater's motion for injunctive relief. On July 12, 2007, the ICDR panel also determined that the Respondent's May 15, 2007, Demand for Arbitration will be treated as a Counterclaim. On July 25, 2007, I understand that the panel conducted another hearing conference which set forth the guidelines and time table for the next stage of the arbitration.

13. I have not participated, in my individual capacity, in the Arbitration pursuant to the ICDR Orders and the dismissal by this Court of the separate Declaratory Action because I was never a party in my individual capacity to any arbitration agreement with Blackwater, alleged claims of personal liability by Blackwater

must be brought against me in my individual capacity, and I do not wish to waive my personal due process rights and my right to a trial by jury.

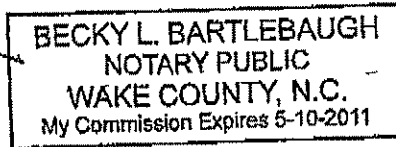
FURTHER AFFIANT SAITH NOT.

This the 30th day of July, 2007.



RICHARD P. NORDAN

Sworn to and subscribed to me  
by Richard P. Nordan appearing  
this the 30th day of July, 2007.

  
NOTARY PUBLIC

My commission expires: 5/10/2011

CERTIFICATE OF SERVICE

I hereby certify that on July 30, 2007, the foregoing was electronically filed with the Clerk of Court using the CM/ECF system. Notification of such filing was given, as indicated below, by the CM/ECF system to those registered, or by mailing a copy of the same by U.S. Mail, postage paid, to parties who are not registered to receive a Notice of Electronic Filing for this case:

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This the 30th day of July, 2007

/s/ David S. Coats  
David S. Coats