

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

JAMIE LEIGH JONES

Plaintiff,

vs.

CIVIL ACTION NO. 4:07-CV-02719

HALLIBURTON COMPANY d/b/a
KBR KELLOGG BROWN & ROOT
(KBR); 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, LTD.; ERIC ILER,
CHARLES BOARTZ; and SEVERAL
JOHN DOE RAPISTS

Defendants.

JURY TRIAL DEMANDED

**DEFENDANTS' ANSWER TO
PLAINTIFF'S FOURTH AMENDED COMPLAINT**

Defendants, Halliburton Company, 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., KBR, Inc., KBR Technical Services, Inc., and Overseas Administrative Services, Ltd. ("Defendants") file this answer to Plaintiff's fourth amended complaint as follows.

The above named Defendants acknowledge that Plaintiff has filed suit alleging various causes of action, but deny that any of the claims have merit. Defendants object to the sensationalized and inaccurate description of the facts gratuitously added in the preamble of the

complaint. Defendants deny all the allegations in the third amended complaint which are not specifically admitted below and reserve the right to further amend this answer.

I. Nature of the Case

1. Defendants admit that Plaintiff brought this action asserting the claims described in paragraph 1, and that Jamie Jones was a direct employee of KBR Technical Services, Inc. (KBRTSI) in Houston, Texas, and Overseas Administrative Services, Inc. (OAS) in Iraq, and that Camp Hope was under the jurisdiction of the United States Department of State, but deny the remaining allegations of paragraph 1.

2. Defendants admit that Plaintiff was hired by KBRTSI as an administrative assistant in Houston, Texas on April 15, 2004 and that she signed a written employment agreement with Overseas Administrative Services, Ltd. effective on July 21, 2005. Defendants are without sufficient information to admit or deny the remaining allegations of paragraph 2 and therefore deny same.

3. Defendants admit that Halliburton Company is headquartered in Houston, Harris County, Texas; that Halliburton conducts business in Texas; and that Halliburton may be served with process through its registered agent, CT Corporation System, of Houston, Texas, but deny the remaining allegations of paragraph 3.

4. Defendants admit that KBR, Inc. is the ultimate parent company of Kellogg Brown & Root International, Inc., Kellogg Brown & Root LLC, KBR Technical Services, Inc., and Kellogg Brown & Root, S. de R.L.; that they have their primary place of business in Houston, Harris County, Texas and may be served with process through their registered agent, CT Corporation System. Kellogg Brown & Root, Inc. is no longer an active company. Defendants deny the remaining allegations of paragraph 4.

5. Defendants admit that OAS is incorporated in the Cayman Islands; Defendants deny the remaining allegations of paragraph 5.

6. Defendants admit Mr. Iler was employed by KBR during the relevant time period and was last known to reside in Texas; Defendants deny the remaining allegations of paragraph 6.

7. Defendants admit that Mr. Bortz' last known residence is the address stated in Florida, but deny the remaining allegations of paragraph 7.

8. Defendants are without sufficient knowledge to admit or deny the allegations of paragraph 8 and therefore deny same.

9. Defendants are without sufficient knowledge to admit or deny the allegations of paragraph 9 and therefore deny same.

10. Defendants admit this Court has jurisdiction based on diversity of citizenship and federal question and that the amount in controversy exceeds the minimum jurisdictional level of this court. Defendants further admit that a significant portion of the alleged events giving rise to this lawsuit occurred within the Southern District of Texas. Defendants deny the remaining allegations of paragraph 10.

11. Defendants admit that Plaintiff executed a binding arbitration agreement but violated that agreement to bring this suit. Defendants acknowledge that Plaintiff requests that the Court ignore her agreement to arbitrate, but deny that the request is appropriate or in the interests of justice.

12. Defendant admits that the paragraphs following Paragraph 12 state Plaintiff's allegations in this lawsuit. Defendant denies that Plaintiff is entitled to any of the relief she seeks and denies all remaining allegations.

13. Defendants admit that Plaintiff was employed by KBRTSI as an administrative assistant in Houston on April 15, 2004 and reported to Eric Iler until March 27, 2005. The remaining allegations of paragraph 13 are denied.

14. Paragraph 14 is denied.

15. Defendants admit that Plaintiff worked in another department, for another supervisor other than Mr. Iler prior to her employment with OAS on July 21, 2005 at Camp Hope, Iraq. The remaining allegations of paragraph 15 are denied.

16. Paragraph 16 is denied.

17. Defendants admit that Plaintiff began work at Camp Hope in Baghdad, Iraq on July 25, 2005 and that she was assigned to a co-ed barracks, with bathrooms on the first floor, and that employees were not prohibited from consuming alcohol at Camp Hope. The remaining allegations of paragraph 17 are denied.

18. Paragraph 18 is denied.

19. Defendants admit that Plaintiff reported an alleged sexual assault to Pete Arroyo, that she was immediately transported to the combat area surgical hospital run by the U.S. Army, where a rape kit was administered, and that KBR informed the U.S. State Department of the incident. Defendants are unable to admit or deny the remaining allegations of paragraph 19 and therefore deny same.

20. Paragraph 20 is denied.

21. Defendants admit that Camp Hope was under the jurisdiction of the U.S. Department of State. The remaining allegations of paragraph 21 are denied.

22. Paragraph 22 is denied.

23. Paragraph 23 is denied.

24. Defendants admit that Plaintiff incorporates paragraphs of her complaint into paragraph 24 and respond to those paragraphs as noted above.

25. Defendants admit that Plaintiff was a female employee entitled to the protections of federal law prohibiting sexual harassment but deny the remaining allegations of paragraph 25.

26. Paragraph 26 is denied.

27. Paragraph 27 is denied.

28. Paragraph 28 is denied.

29. Paragraph 29 is denied.

30. Defendants are without sufficient information to admit or deny the allegations of paragraph 30 and therefore deny same.

31. Paragraph 31 is denied.

32. Defendants admit that Plaintiff incorporates paragraphs of her complaint into paragraph 32 and respond to those paragraphs as noted above.

33. Paragraph 33 is denied.

34. Paragraph 34 is denied.

35. Paragraph 35 is denied.

36. Paragraph 36 is denied.

37. Defendants admit that Plaintiff incorporates paragraphs of her complaint into paragraph 37 and respond to those paragraphs as noted above.

38. Defendants are without knowledge to admit or deny the allegations of paragraph 38 with respect to the United States of America and therefore deny same.

39. Defendants admit that Plaintiff was entitled to the protections of federal law prohibiting sexual harassment. The remaining allegations of paragraph 39 are denied.

40. Paragraph 40 is denied.
41. Defendants admit that Plaintiff incorporates paragraphs of her complaint into paragraph 41 and respond to those paragraphs as noted above.
42. Defendants admit that Plaintiff is entitled to the protections of federal law prohibiting sexual harassment but deny the remaining allegations of paragraph 42.
43. Paragraph 43 is denied.
44. Paragraph 44 is denied.
45. Paragraph 45 is denied.
46. Defendants admit that Plaintiff incorporates paragraphs of her complaint into paragraph 46 and respond to those paragraphs as noted above.
47. Paragraph 47 is denied.
48. Paragraph 48 is denied.
49. Paragraph 49 is denied.
50. Paragraph 50 is denied.
51. Defendants admit that Plaintiff incorporates paragraphs of her complaint into paragraph 51 and respond to those paragraphs as noted above.
52. Paragraph 52 is denied.
53. Paragraph 53 is denied.
54. Paragraph 54 is denied.
55. Paragraph 55 is denied.
56. Defendants admit that Plaintiff has pled multiple theories of liability and recovery with no election of remedies.
57. Paragraph 57 is denied.

58. Defendants admit that Plaintiff incorporates paragraphs of her complaint into paragraph 58 and respond to those paragraphs as noted above.

59. Defendants admit that Plaintiff executed an employment agreement with OAS on July 21, 2005 but deny the remaining allegations of paragraph 59.

60. Paragraph 60 is denied.

61. Paragraph 61 is denied.

62. Defendants admit that Plaintiff incorporates paragraphs of her complaint into paragraph 62 and respond to those paragraphs as noted above.

63. Defendants admit that Plaintiff signed an employment agreement with OAS that governed her employment in Iraq but deny the remaining allegations of paragraph 63.

64. Paragraph 64 is denied.

65. Defendants admit that Plaintiff incorporates paragraphs of her complaint into paragraph 65 and respond to those paragraphs as noted above.

66. Defendants admit that Plaintiff agreed to mandatory arbitration of her claims but deny the remaining allegations of paragraph 66.

67. Paragraph 67 is denied.

68. Defendants admit that Plaintiff incorporates paragraphs of her complaint into paragraph 68 and respond to those paragraphs as noted above.

69. Paragraph 69 is denied.

70. Paragraph 70 is denied.

71. Paragraph 71 is denied.

72. Paragraph 72 is denied.

73. Defendants admit that Plaintiff incorporates paragraphs of her complaint into paragraph 73 and respond to those paragraphs as noted above.

74. Paragraph 74 is denied.

75. Paragraph 75 is denied.

76. Defendants admit that Plaintiff incorporates paragraphs of her complaint into paragraph 76 and respond to those paragraphs as noted above.

77. Paragraph 77 is denied.

78. Paragraph 78 is denied.

79. Defendants admit that Plaintiff incorporates paragraphs of her complaint into paragraph 79 and respond to those paragraphs as noted above.

80. Paragraph 80 is denied.

81. Paragraph 81 is denied.

82. Defendants admit that Plaintiff incorporates paragraphs of her complaint into paragraph 82 and respond to those paragraphs as noted above.

83. Defendants admit that Plaintiff seeks damages but deny that she is entitled to any damages.

84. Defendants admit that Plaintiff incorporates paragraphs of her complaint into paragraph 84 and respond to those paragraphs as noted above.

85. Defendants admit that Plaintiff seeks exemplary damages but deny that she is entitled to such damages. Defendants deny the remaining allegations of paragraph 85.

86. Defendants admit that Plaintiff seeks exemplary damages but deny that she is entitled to such damages. Defendants deny the remaining allegations of paragraph 86.

87. Paragraph 87 is denied.

88. Paragraph 88 is denied.

89. Defendants admit that Plaintiff seeks punitive or exemplary damages but deny that she is entitled to such damages.

90. Defendants admit that Plaintiff seeks prejudgment interest and costs of court but deny that she is entitled to such relief.

91. Defendants admit that Plaintiff has made a jury demand. Defendants admit that Plaintiff seeks monetary damages and other relief, but deny that she is entitled to any such relief.

II. Affirmative Defenses

87. Plaintiff's claims are barred by the Defense Base Act, the Longshore Harbor Workers Compensation Act, and the War Hazards Compensation Act.

88. Plaintiff's claims are barred because the alleged injuries to Plaintiff were incurred during combatant activities in time of war involving the United States military and defense contractors, and are therefore barred by 28 U.S.C. § 2680(j).

89. Plaintiff's claims are barred by the government contractor defense pursuant to the discretionary function exception under 28 U.S.C. § 2680(a).

90. Plaintiff's claims are barred because the alleged injuries to Plaintiff occurred on foreign soil as part of work for a defense contractor supporting the United States military, and is therefore barred by 28 U.S.C. § 2680(k).

91. Plaintiff's claims are barred by the government contractor defense.

92. Plaintiff has no right to recover from Defendants because Plaintiff's alleged injuries were the result of the actions of third parties, whose conduct constitutes an intervening and superseding cause.

93. Plaintiff's claims may be barred, in whole or in part, by the doctrine of contributory and/or comparative negligence.

94. Plaintiff's injuries were caused while Plaintiff, Jamie Jones, was intoxicated.

95. Plaintiff's claims, if any, for exemplary damages is limited by Tex. Civ. Prac. & Rem. Code § 41.008.

96. Plaintiff's damages, if any, may be subject to offset for benefits received under the Defense Base Act and/or the War Hazards Compensation Act.

97. Any alleged act of sexual assault by an employee is outside the scope of any such person's duties for Defendants.

98. Plaintiff suffered from various pre-existing conditions, which are a part of the damages being sought in this case.

99. Plaintiff's claims may be barred, in whole or in part, by a failure to mitigate or minimize damages.

100. Plaintiff has waived her right to challenge the arbitrability of her claims by filing a demand for arbitration in February 2006.

101. Defendants' actions and statements with respect to Plaintiff were privileged or with legal justification.

102. Plaintiff has failed to exhaust her administrative remedies.

103. Plaintiff's claims are barred, in part, by limitations.

104. Plaintiff has failed to state a claim upon which relief can be granted.

Defendants respectfully request that Plaintiff's amended complaint be dismissed, and that Defendants have such general relief, at law or in equity, to which they may show themselves justly entitled.

Respectfully submitted,

/s/ Shadow Sloan

SHADOW SLOAN
State Bar No. 18507550
Federal ID No. 11372
V. LORAIN CHRIST
State Bar No. 24050417
Federal ID No. 611166
VINSON & ELKINS L.L.P.
First City Tower
1001 Fannin Street, Suite 2500
Houston, Texas 77002-6760
(713) 758-3822
(713) 615-5933 (fax)

ATTORNEYS FOR DEFENDANTS,
KBR, KELLOGG BROWN & ROOT,
KELLOGG BROWN & ROOT SERVICES,
INC., KELLOGG BROWN & ROOT
INTERNATIONAL, INC., KELLOGG
BROWN & ROOT, LLC, KELLOGG
BROWN & ROOT, INC., KBR
TECHNICAL SERVICES, INC.;
OVERSEAS ADMINISTRATIVE
SERVICES, LTD.; AND KELLOGG
BROWN & ROOT S. de R.L.

CERTIFICATE OF SERVICE

I hereby certify that on March 13, 2008 a true and correct copy of the foregoing document was filed electronically by using the CM/ECF and/or by first-class mail, return receipt requested, on Plaintiff's counsel, addressed as follows:

Paul Waldner
Vickery, Waldner & Mallia, L.L.C.
One Riverway, Suite 1150
Houston, Texas 77056

Michael Mukasey
Attorney General
U.S. Department of Justice
950 Pennsylvania Ave., NW
Washington, DC 20530-0001

/s/ Shadow Sloan
Attorney for Defendants

Houston 3553943v.1