

EXHIBIT 1

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December 5, 2008

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Headquarters, Defense Contract Audit Agency
Attn: CMR, FOIA Service Center
8725 John J. Kingman Road, Suite 2135
Fort Belvoir, VA 22060-6219

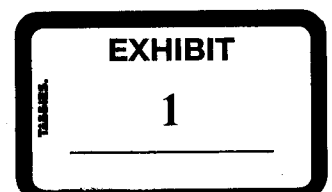
Northeastern Region
Defense Contract Audit Agency
Attn: FOIA Service Center
59 Composite Way
Lowell, MA 01851-5150

RE: Freedom of Information Act Request

Dear Sir/Madam:

Pursuant to the provisions of the Freedom of Information Act ("FOIA") 5 U.S.C. § 552, *et seq.*, as amended, and the Department of Defense and Defense Contract Audit Agency ("DCAA") implementing regulations contained in 32 C.F.R. § 286 *et seq.* and 32 C.F.R. § 290 *et seq.*, respectively, request is hereby made for copies of the documents identified in the numbered paragraphs below. This request is made to the above addressees simultaneously because the requester has no way of knowing, as between the two offices, which is the custodian of the requested documents. This request is made on behalf of Kellogg Brown & Root, Inc ("KBR").

We request that the addressees conduct sufficient communications so as to ensure: (a) the addressee having the most expeditious access to the documents provides them as soon as possible; (b) all requested documents, to the extent they exist, are provided; and (c) documents held by two or more addressees but where one addressee has drafts of such documents or where one addressee's copy of the subject document has annotations by hand or otherwise, all such documents are provided.



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We further request that, pursuant to 5 U.S.C. § 552(a)(3)(B)¹, your agency produce any responsive documents in the native electronic format in which the document was created. To the extent that your agency is unable to produce the responsive documents in the requested format, KBR requests that your agency confirm that the record does not exist in native format and produce the documents in the following format, listed in accordance with KBR's preference: 1) PDF format; or 2) paper copy. These documents should be produced in a mutually agreeable, orderly fashion. While the burden is on the government to produce all documents within the required time period, we are willing to discuss and agree upon the means of production to facilitate government compliance with the law.

The term "document" as used herein shall mean all of the following, without limitation and by way of description: (a) all printed materials of every kind whatsoever; (b) all handwritten materials of every kind whatsoever; (c) all materials in electronic media regardless of the forms of such media; (d) all drafts of subject documents; (e) all documents referenced in subject documents including those noted as exhibits and attachments as well as those referenced in the bodies of subject documents or in footnotes to subject documents; (f) all documents, otherwise identified, but containing marginal or other annotations handwritten or otherwise; (g) all documents in the form of transcripts of meetings and telephone conversations and memoranda of such meetings and telephone conversations whether printed or hand written; (h) to the extent not covered by the definitions in a-g, all materials generated by or received by any government employee, consultant or other person having any relationship to the government; (i) to the extent not covered by the definitions in a-h, all materials generated by any person not in the employ of the government, including but not limited to lawyers, foreign government officials of every level, other interested parties and non-parties to any communications on any relevant subject.

The phrase "Any documents relating to" means "any and all documents discussing, analyzing or containing any information relating to" the subject matter identified in the relevant request.

The term "LOGCAP III Contract" means Contract No. DAAA09-02-D-0007, as awarded and as modified.

¹ 5 U.S.C. § 552(a)(3)(B) provides that: In making any record available to a person under this paragraph, an agency shall provide the record in any form or format requested by the person if the record is readily reproducible by the agency in that form or format. Each agency shall make reasonable efforts to maintain its records in forms or formats that are reproducible for purposes of this section.

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The term "DFAC" means a dining facility in Iraq intended to provide dining services to the United States military and/or the Coalition Provisional Authority and/or coalition forces.

The term "U.S. Army" includes the Office of the Secretary of the Army, all Under and Assistant Secretary offices, all major commands, and, all commands in Iraq.

To the extent that you determine that any subject document will not be disclosed because it meets any of the criteria in the FOIA for nondisclosure, you are requested, as noted in more detail below, to identify such documents in accordance with the requirements of *Vaughn v. Rosen*, 523 F.2d 1136 (D.C. Cir. 1975). To the extent that you determine that any subject document will not be disclosed because it is classified in accordance with document classification procedures, request is hereby made that such document be declassified.

All requests relate to the period January 1, 2002, to the present unless otherwise stated.

1. Any document relating to the number and level (grade) of DCAA employees deployed to Iraq.
2. Any document relating to turnover of DCAA employees deployed to Iraq, including information such as actual or average time in Iraq.
3. Any document relating to the number and level (grade) of the DCAA employees deployed to Iraq at any time who were or are assigned to perform any audit function regarding the LOGCAP III Contract, including subcontract audits.
4. Any document relating to turnover of DCAA employees deployed to Iraq at any time who were or are assigned to perform any audit function regarding the LOGCAP III Contract, including information such as actual or average time deployed in Iraq.
5. Any document relating to the number and type (grade) of the DCAA employees deployed CONUS at any time who were or are assigned to perform any audit function regarding the LOGCAP III Contract, including subcontract audits.
6. Any document relating to the time that DCAA employees deployed CONUS at any time were assigned responsibility to perform any audit function regarding the LOGCAP III Contract, including subcontract audits.

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7. Any document relating to the training and experience of each auditor assigned audit functions regarding the LOGCAP III Contract, whether deployed in Iraq or CONUS.
8. Any document relating to training provided to any DCAA employee deployed to Iraq or Kuwait relating to audit functions.
9. Any document relating to any policy, procedure or guidance relating to auditing contracts performed in Iraq or Kuwait.
10. Any document relating to audit policies, audit guidance, audit memoranda or similar documents regarding pre-award, post award or cost incurred audits of prime contracts awarded to provide services of any type in Iraq.
11. Any document relating to audit policies, audit guidance, audit memoranda or similar documents relating to pre-award, post award or cost incurred audits of the LOGCAP III Contract.
12. Any document relating to audit policies, audit guidance, audit memoranda or similar documents relating to pre-award or post award audits of subcontracts awarded by prime contractors for services of any type in Iraq.
13. Any document relating to pre-award or post award audits of subcontracts for dining facility services awarded under the LOGCAP III Contract.
14. Any document relating to guidance or instruction for auditing contracts or subcontracts performed in a contingency or war-time environment.
15. Any document regarding guidance or instruction relating to the allowability of private contractor security expenses, for either KBR or its subcontractors, under the LOGCAP III Contract.
16. Any document relating to the support that DCAA was to provide to any PCO or ACO having cognizance over the LOGCAP III Contract.
17. Any document relating to any communications between DCAA and the following regarding KBR's performance of the LOGCAP III Contract:
 - a. U.S. Army Material Command;
 - b. U.S. Army Sustainment Command;
 - c. U.S. Army Central Command;

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- d. Office of Secretary of Defense, including offices of any Under or Assistant Secretary Offices;
 - e. Office of Secretary of the Army, including offices of any Under or Assistant Secretary Offices;
 - f. U.S. Army Audit Agency;
 - g. Defense Contract Management Agency;
 - h. Department of Defense Inspector General;
 - i. Government Accountability Office; or
 - j. United States Congress, including but not limited to, either chamber, the committees or subcommittees of the same, the policy committees of the Democratic or Republican parties, and the Congressional Research Service.
18. Any document relating to any DCAA audit of any KBR proposal or rough order of magnitude ("ROM") submitted relating to any of the following:
- a. The LOGCAP III Contract, as awarded;
 - b. TO 59 under the LOGCAP III Contract;
 - c. TO 89 under the LOGCAP III Contract;
 - d. TO 91 under the LOGCAP III Contract;
 - e. TO 139 under the LOGCAP III Contract;
 - f. TO 189 under the LOGCAP III Contract.

Responsive documents are requested to be produced in their entirety, including all attachments, enclosures and exhibits, as previously noted. In the event that it is determined that a document contains material or information which falls within statutory exemptions to mandatory disclosure, it is especially requested that such material or information be reviewed for possible discretionary disclosure. Similarly, in the event that it is determined that a document contains material or information which falls within the statutory exemptions to mandatory disclosure, it is expressly requested that, in accordance with the provisions of 5 U.S.C. § 552(b), any and all reasonably segregable portions of such document be produced.

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When it is determined by either addressee that all documents responsive to any individual request item (or portion thereof) have been furnished or specifically identified and denied under claim of authority pursuant to 5 U.S.C. § 552(b), written confirmation of such fact is specifically requested.

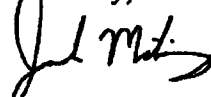
It is further requested that, to the extent possible, documents in logical groupings, determined to be disclosable, be provided in accordance with this request on an incremental basis as soon as they become available.

This request constitutes notice and demand for the production of the above-described documents. If for any reason it is determined that any document or portion thereof will not be made available to the undersigned, or that this request will not, in whole or in part be complied with, prompt notice of any action taken is solicited. In addition, the undersigned requests that notice be given as promptly as possible of any documents which will not be made available, and that they be indexed and identified by stating the title, author, date, nature of such material, and the reason(s) for the determination to withhold disclosure.

This firm and the undersigned will be responsible for the reasonable cost of locating and reproducing the requested documents to the extent required by your regulations. If such cost will exceed \$5,000, please contact us before incurring such cost.

Thank you for your prompt attention to this request.

Sincerely,



Thomas A. Lemmer
Joseph G. Martinez