

of Jo Frederiksen's employment with Brown & Root Services, a Division of Kellogg Brown & Root, Inc. (KBR), and subsidiary of Halliburton Company, in Houston, Texas, and with OAS, another subsidiary of Halliburton, while in Baghdad, Iraq. At all times relevant to these allegations, Jo Frederiksen's living and working environment was under the direct control of the Defendant, Halliburton. The individuals which promulgated these wrongful acts which form the basis of this lawsuit were at all times under the employ of Halliburton.

PARTIES

2. Plaintiff, Jo Frederiksen is currently residing in The Woodlands, Texas, and began working for KBR with the Logistics Civil Augmentation Program (LOGCAP III) in Iraq in 2003, and executed her contract of employment with Halliburton in Houston, Texas in July 2003.

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, 350 North Saint Street, Dallas, Texas 75201.

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, 350 North Saint Street, Dallas, Texas 75201.

5. Defendant, Overseas Administrative Services, Ltd., is a Cayman Islands corporation doing business in the State of Texas with Halliburton, which failed to register with the Secretary of State in Texas as a company doing business in Texas. Therefore, service on OAS will be by service on the Secretary of State of the State of Texas, P.O. Box 12887, Austin, Texas 78711-2887. On information and belief, this corporation was set up as an off-shore tax shelter for Halliburton.¹

DISCOVERY CONTROL PLAN LEVEL

6. Plaintiffs request that discovery be conducted under Level III of Rule 190 of the Texas Rule of Civil Procedure.

JURISDICTION, VENUE AND LIMITATIONS

7. The subject matter in controversy is within the jurisdictional limits of this court, and no other court has exclusive jurisdiction over the causes of action asserted herein.

8. This court has jurisdiction over the parties because all parties are Texas residents and/or conduct business and have minimum contacts in Texas.

9. Pursuant to Texas Civil Practice and Remedies Code § 15.001 *et. Seq.*, venue in Harris County is proper in that the Defendants reside and/or do business in Harris County, Texas. The Defendants regularly conduct business and maintain agents for service within Harris County,

¹ See Attachment 1, "Halliburton subsidiaries in offshore tax-havens".
The Kelly Law Firm, P.C.

and the contract of employment executed by Jo at the time of her employment designates Texas as the contractual jurisdiction to be utilized.

PROCEDURAL BACKGROUND

10. Plaintiff has exhausted all administrative remedies required as a prerequisite to filing this civil action. Specifically, Jo timely filed a Charge of Discrimination with the United States Equal Employment Opportunity Commission (“EEOC”) and the Civil Rights Division of the Texas Workforce Commission (“TWC”). The EEOC and TWC issued Jo written notices of her right to sue. Jo filed this civil action within 90 days of receiving notice of her right to sue from the EEOC and within 60 days of receiving her notice of right to sue from the TWC.²

FACTS

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

11. Jo Frederiksen was hired by KBR in July 2003. She signed an employment contract with KBR on July 23, 2003.

12. While Jo was living and working in Baghdad, Iraq, the entire facility was under the direct control and authority of KBR, Halliburton, and its subsidiaries collectively.

13. Shortly after arrival in country, Jo Frederiksen began to experience the sexual harassment that was rampant within the KBR network. Although she reported the harassment and perverse behavior to the appropriate authorities within KBR, no action was ever taken. In fact, many of the people responsible for the reprehensible acts were promoted or simply moved to other sites, never disciplined or demoted or even terminated for their actions. While working in

² See Attachment 2, Jo Frederiksen’s “Right to Sue” Letter
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Iraq, Jo was inappropriately touched, stalked, intimidated and verbally harassed, not only in her work place but also in her KBR living quarters. In turn, she was made to fear for her job and her person on many occasions. Jo voiced her concerns many times regarding the co-ed facilities and lack of safety and privacy relating to her living space. She also made her concerns about the sexually charged and hostile work environment known to KBR management. When Jo attempted to report her concerns to her superiors or KBR investigators, she was seen as a problem and retaliated against by being transferred to a remote, dangerous site, an Iraqi Internment Facility. Jo was forced to resign her position with KBR when she was retaliated against for reporting the abusive behavior she and many other women repeatedly endured.

14. As a result of the aforementioned, tolerated abusive behavior, sexual harassment, and ultimate constructive termination, Jo has suffered significant harm as set forth herein.

LEGAL THEORIES AND CAUSES OF ACTION

15. Defendants, HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR TECHNICAL SERVICES, INC., KBR, OVERSEAS ADMINISTRATIVE SERVICES, LTD., are liable under one or more different, alternative theories of liability recognized under Texas law.

NEGLIGENCE OF DEFENDANTS, HALLIBURTON AND KBR

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

17. Jo pleads and will prove that at all times Jo's conduct was professional and in no way contributed to and/or caused the hostile work environment in which defendants placed her, or

the unwelcomed sexual harassment to her. Jo, as a female employee is protected against sexual harassment under the law. At all times prior to the harassment that Jo endured, Defendants were placed on actual and/or constructive notice of the hostile and sexually charged environment, and of the sexual harassment that Jo would endure. They were, additionally, warned of the foreseeable impending dangers. The harassment, discrimination, and constructive termination have negatively impacted the terms, conditions, and privileges associated with Jo's employment, and continue to do so. Jo has suffered many damages for which Defendants herein are responsible.

18. Pleading further, Jo 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 her.

19. 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 Jo's requests for a safer environment;

(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,

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

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

(i) Failing to warn Jo of the inherent dangers of her working 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 Halliburton/KBR's Iraq premises;

(l) Failing to supervise employees so as to prevent harassment such as Jo suffered;

(m) Retaliating against Jo for reporting illegal and illicit behavior of personnel working for the defendant(s) in managerial positions.

20. Jo would show, in the alternative, without waiving the above, that Defendants, HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR TECHNICAL SERVICES, INC. and KBR were the occupier/general contractor of the premises in question and that as the occupier/general contractor, the Halliburton Defendants owed a duty to Jo to warn of and/or correct hidden dangers. Further, Defendants had actual knowledge of the condition that posed an unreasonable risk of harm to Jo, and other women in her circumstances. 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.

21. Pleading further Jo would show that Defendants HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR TECHNICAL SERVICES, INC., KBR and OVERSEAS ADMINISTRATIVE SERVICES, LTD., were involved in a joint enterprise as that term is defined in law. At all times relevant hereto, the Halliburton 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 OVERSEAS ADMINISTRATIVE SERVICES, LTD. 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, HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR TECHNICAL SERVICES, INC., KBR and OVERSEAS ADMINISTRATIVE SERVICES, LTD. , are jointly and severally responsible for the injuries and damages sustained by Jo Frederiksen.

22. 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.

23. As a direct and proximate result of the allegations contained herein, Jo has suffered the damages set forth more fully herein, all of which are in excess of the jurisdictional limits of this

court.

**NEGLIGENT UNDERTAKING OF
DEFENDANT, HALLIBURTON, KBR AND OAS**

24. Jo would also show that Defendants HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR TECHNICAL SERVICES, INC., KBR AND OVERSEAS ADMINISTRATIVE SERVICES, LTD., 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 Jo 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, Halliburton/KBR and KBR owed a non-delegable duty to Jo to keep her safe from harm and/or injury. Defendants breached their non-delegable duty which it owed to Jo to keep her safe from harm and/or injury by allowing the on-going sexually-charged environment and the sexual harassment which permeated Halliburton/KBR's Iraq premises to continue despite the reporting by the female employees, including Jo Frederiksen, of such behavior.

25. As a proximate result of the negligent acts and omissions described herein,

Defendants, HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR TECHNICAL SERVICES, INC., KBR, AND OVERSEAS ADMINISTRATIVE SERVICES, LTD. breached these duties, resulting in injuries and damages to Jo.

**SEXUAL HARASSMENT AND HOSTILE WORK ENVIRONMENT CREATED BY
DEFENDANT, HALLIBURTON, KBR AND OAS**

26. Pleading in the alternative without waiving the above allegations and while incorporating the factual allegations stated herein above, Jo would show that during her employment in Iraq, she was subject to and the target of sexual harassment by employees, agents and/or ostensible agents or employees of HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR TECHNICAL SERVICES, INC., KBR, AND OVERSEAS ADMINISTRATIVE SERVICES, LTD. The sexual harassment was both verbal and abusive. Jo's conduct was professional and in no way contributed to and/or caused the hostile working environment in which Halliburton/KBR and KBR placed her, or the unwelcomed sexual harassment. Jo, as a female employee is protected against sexual harassment under Texas law. At all times prior to the harassment endured by Jo, Defendants were placed on actual and/or constructive notice of the hostile and sexually charged environment, and the sexual harassment of other female employees. Further, Jo also reported the harassment she endured by James Seton, Daryl Johnson, and Justin Cooper, specifically, and placed Defendants on notice of the hostile and sexually charged environment and the sexual harassment. They were, additionally, warned of the foreseeable impending dangers. The

harassment and sexual discrimination has negatively impacted the terms, conditions, and privileges associated with Jo's employment, and continue to do so. Jo has suffered debilitating, and permanent injuries for which Defendants herein are responsible.

27. Because this environment of harassment was allowed and/or encouraged to exist unchecked, it created an atmosphere physically threatening to the Jo. Defendants conduct (or lack thereof) created and fostered a sense of superiority to male supervisors and others which allowed them to harass and abuse persons such as Jo, in violation of the Civil Rights Act of 1964 §703(a), 42 U.S.C.A. § 2000e-2(a).

RETALIATION
BY DEFENDANT, HALLIBURTON, KBR AND OAS

28. Pleading in the alternative and without waiving the above allegations and while incorporating the factual allegations stated herein above, Jo would show that while she actively pursued a solution to the sexual harassment and hostile work environment she received little or no help. When Jo tried to report the behavior, the project manager at the time, Jeff Uribe, reported Jo's complaints to the perpetrators in advance, breaking the confidentiality that Jo was entitled to and subjecting Jo to an even more hostile environment. Jo was actively intimidated and/or her name slandered by Gabe Andino, Bruce Chirinko, David Stallard, Scott Mount, and Wade Wingate, among others, for reporting the vile behavior and the treatment she endured while just trying to fulfill her job duties.

29. Furthermore, in addition to her own harassment which she reported, Jo became aware of rampant illicit criminal behavior (including prostitution and human trafficking by Halliburton/KBR management personnel). It was known that Bruce Chirinko and many other

male employees often frequented a brothel in Thailand. Oftentimes, this brothel, despite being in direct violation of Federal Acquisition Regulation (FAR) Subpart 22.17, was utilized by many at the direction and encouragement of Defendants' managers. Upon information and belief, the brothel and its adjacent bar is owned, in whole or in part, by John Reddy, another manager for KBR in Iraq. This lack of oversight toward this criminal behavior and the type of behavior, prostitution and human trafficking, only lends credence and support to a morally and ethically corrupt environment – where women are second rate citizens provided for the pleasure of men, not valued employees that deserve the protection of KBR and the respect of their fellow workers. When the managers participate in such behavior, why should other employees worry about their perverse actions toward co-workers?

30. After reporting her concerns regarding this criminal behavior, in addition to her own reports of harassment, Jo was notified of an involuntary transfer to Camp BUCCA, a remote site which was an Iraqi Internment Facility, notoriously known as the worst site in Iraq and certainly a dangerous place for any female employee. She was so notified of the transfer while on a business trip and was not allowed to return to Baghdad to retrieve any of her personal belongings prior to her arrival at this new site. In order to escape this transfer, Jo was forced to resign from her employment.

31. Because of the retaliation on the part of the Defendant, Jo seeks all remedies set forth herein below.

32. Jo would show that HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR TECHNICAL

SERVICES, INC. and KBR exercised significant control over the actions of Jo's employer, OVERSEAS ADMINISTRATIVE SERVICES, LTD., and that Halliburton/KBR and KBR through its employees, including Scott Mount and Wade Wingate, used its influence to retaliate against Jo's reports of harassment and hostile work environment above.

33. Jo would further show that, after she reported the sexual harassment to her supervisors, HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR TECHNICAL SERVICES, INC, KBR, and OVERSEAS ADMINISTRATIVE SERVICES retaliated against her in the following manner:

- a. Involuntarily transferring her to a remote site, which was an Iraqi Internment Facility;
- b. Denying access and collection of her personal belongings prior to the transfer; and
- c. Ultimately forcing her to resign her position due to the continued harassment and retaliation she endured for reporting it.

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

34. HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR TECHNICAL SERVICES, INC., KBR, AND OVERSEAS ADMINISTRATIVE SERVICES, LTD. are vicariously liable for the conduct of their employees, agents and ostensible agents, including James Seton, Daryl Johnson, Gabe Andino, Bruce Chirinko, Scott Mount, Justin Cooper, Wade Wingate , and others, under theories of actual agency, apparent agency, ostensible agency, and agency by estoppel.

35. In the alternative, HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR TECHNICAL SERVICES, INC., KBR, AND OVERSEAS ADMINISTRATIVE SERVICES, LTD., 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*.

36. Defendants' conduct was unreasonable, or negligent, and was a proximate cause of Jo Frederiksen's sexual harassment, sexually hostile work environment, and sexual discrimination. The negligence includes failure 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 retaliatory behavior following a complaint by the victim, negligent misrepresentations, and covering up the allegations by failing to assist with the investigation of same.

37. 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.

BREACH OF CONTRACT

38. HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR TECHNICAL SERVICES, INC., KBR, AND OVERSEAS ADMINISTRATIVE SERVICES, LTD. breached their contract of employment with Jo in each of the following particulars:

- a. The “Employment Agreement” between Service OVERSEAS ADMINISTRATIVE SERVICES, LTD. was updated and backdated in 2006 to July 2003 purports to cover the employment-related matters between the Plaintiff and OAS;
- b. OAS and/or the other defendants named herein 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. OAS and/or the other defendants named herein 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. OAS and/or the other defendants named herein 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. OAS and/or the other defendants named herein 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. OAS and/or the other defendants named herein breached the specific and implied warranties of protection against Illegal Actions as set forth by paragraph 16(m) of the Employment Agreement;

- g. OAS and/or the other defendants named herein breached the specific and implied warranties of protection against Sexual Harassment as set forth by paragraph 16(n) of the Employment Agreement;
- h. OAS and/or the other defendants named herein breached the specific and implied warranties of protection against sexual advances by an employee within the chain of command or sphere of influence of Jo as set forth by paragraph 16(p) of the Employment Agreement.

39. As a direct result of the aforesaid breaches of the Employment Agreement, Jo was enticed to travel into Baghdad, Iraq, and to place her person in a position where she was repeatedly harassed by the very people who were purported to be working on “her side.” Therefore, she was harmed, as set forth herein.

FRAUD IN THE INDUCEMENT TO ENTER THE EMPLOYMENT CONTRACT

40. HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR TECHNICAL SERVICES, INC., KBR, AND OVERSEAS ADMINISTRATIVE SERVICES, LTD. fraudulently induced Jo to enter into the contract of employment with OAS in July 2003, 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, HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR

TECHNICAL SERVICES, INC., KBR, AND OVERSEAS ADMINISTRATIVE SERVICES, LTD. were aware of the repeated sexual attacks, sexual harassment and mistreatment of women in and around Baghdad, 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, Jo;

- b. HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR TECHNICAL SERVICES, INC., KBR, AND OVERSEAS ADMINISTRATIVE SERVICES, LTD. each knew that personal safety was an issue that would have been significant to any applicant for service in Iraq, particularly Jo Frederiksen, and that the concealed knowledge would likely have prevented women in general, and Jo Frederiksen, in particular, from entering into a contract of employment which required her to go to Iraq under those conditions;
- c. HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR TECHNICAL SERVICES, INC., KBR, AND OVERSEAS ADMINISTRATIVE SERVICES, LTD. each 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;

- d. HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR TECHNICAL SERVICES, INC., KBR, AND OVERSEAS ADMINISTRATIVE SERVICES, LTD. each 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 Jo 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 Service OVERSEAS ADMINISTRATIVE SERVICES, LTD. purports to cover the employment-related matters between the Plaintiff and OAS; yet, despite the knowledge of HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR TECHNICAL SERVICES, INC., KBR, AND OVERSEAS ADMINISTRATIVE SERVICES, LTD. that women were being harassed, assaulted and retaliated against by Halliburton 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 Jo, and Jo herself, would be thrust;

- f. Jo Frederiksen 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 of July 2003;
- g. If the true nature of the employment had been made known to Jo, she would not have executed the contract, would not have been sent to Iraq, would not have endured the sexual harassment and retaliation by the Halliburton employees in Baghdad, and would not have suffered the damages enumerated in this complaint.

41. As a direct and proximate result of the allegations contained herein, Jo has suffered the damages set forth more fully herein, all of which are in excess of jurisdictional limits of this court.

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

42. HALLIBURTON COMPANY d/b/a KBR KELLOGG, BROWN & ROOT, KELLOGG, BROWN & ROOT SERVICES, INC., KBR TECHNICAL SERVICES, INC., KBR, AND OVERSEAS ADMINISTRATIVE SERVICES, LTD. 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 Jo.

PROXIMATE CAUSE

43. 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 damages set forth below.

DAMAGES AND REMEDIES

44. As a direct and proximate result of the aforementioned abuse, harassment, discrimination and retaliation on the part of these defendants, jointly and severally, Jo Frederiksen was caused to suffer serious injuries. As a result of same, Jo has suffered the following damages:

- a. Mental anguish in the past;
- b. Mental anguish in the future;
- c. Emotional distress
- d. Inconvenience
- e. Loss of enjoyment of life
- f. Injury to reputation
- g. Back pay
- h. Loss of earnings in the past; and
- i. Loss of earning capacity which will be, in all probability, incurred in the future.

GROSS NEGLIGENCE/EXEMPLARY DAMAGES

45. Without waiving the foregoing, Jo 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, defendants, HALLIBURTON

COMPANY d/b/a KBR KELLOGG BROWN & ROOT (KBR); KELLOGG BROWN & ROOT SERVICES CORPORATION, INC.; KBR TECHNICAL SERVICES, INC.; KBR, OVERSEAS ADMINISTRATIVE SERVICES, LTD completely, recklessly, maliciously, and/or with conscious or reckless indifference, ignored the probability and magnitude of the potential harm to others, including Jo Frederiksen, by creating the hostile, sexually charged work environment for women in Iraq, and for its handling of her complaints. When viewed objectively from the standpoint of HALLIBURTON COMPANY d/b/a KBR KELLOGG BROWN & ROOT (KBR); KELLOGG BROWN & ROOT SERVICES CORPORATION, INC.; KBR TECHNICAL SERVICES, INC.; KBR; OVERSEAS ADMINISTRATIVE SERVICES, LTD. 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 Jo Frederiksen. 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 Jo.

46. As a result of the gross neglect and legal malice of each of the named defendants, Jo seeks an award of exemplary damages under Tex. Lab. Code §408.001(b) and Article 16, Section 26 of the Texas Constitution.

47. Defendants knowingly, and with wanton disregard for the welfare of Jo Frederiksen, ignored her complaints, failed to investigate her reports of misconduct, and instead retaliated against her for having attempted to better her working and living conditions. In doing so, they placed Jo at an extreme degree of risk of continued sexual harassment and sexual discrimination 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.

48. 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 Jo.

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

CONSTITUTIONAL ALLEGATIONS

50. Plaintiff alleges that the provision within Section 41.008(b) of the Texas Civil Practice and Remedies Code limiting the amount of exemplary damages assessed against a Defendant to two times the amount of economic damages plus an amount equal to any noneconomic damages found by the jury, not to exceed SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$750,000.00), or TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00), whichever is greater, is unconstitutional, as it is violative of Section One of the Fourteenth Amendment of the Constitution of the United States, which guarantees due process and equal protection of the laws.

51. Plaintiff alleges that the provision within Section 41.008(b) of the Texas Civil Practice and Remedies Code limiting the amount of exemplary damages assessed against a Defendant to two times the amount of economic damages plus an amount equal to any noneconomic damages found by the jury, not to exceed SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$750,000.00), or TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00), whichever is greater, is unconstitutional, as it is violative of

Article One, Section Three of the Texas Constitution, which guarantees equal protection of the laws.

52. Plaintiff alleges that the provision within Section 41.008(b) of the Texas Civil Practice and Remedies Code limiting the amount of exemplary damages assessed against a Defendant to two times the amount of economic damages plus an amount equal to any noneconomic damages found by the jury, not to exceed SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$750,000.00), or TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00), whichever is greater, is unconstitutional, as it is violative of Article One, Section Thirteen of the Texas Constitution, which guarantees access to open courts for every person for an injury done him, and that each such person shall have remedy by due course of law.

53. Plaintiff alleges that the provision within Section 41.008(b) of the Texas Civil Practice and Remedies Code limiting the amount of exemplary damages assessed against a Defendant to two times the amount of economic damages plus an amount equal to any noneconomic damages found by the jury, not to exceed SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$750,000.00), or TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00), whichever is greater, is unconstitutional, as it is violative of Article One, Section Nineteen of the Texas Constitution, which guarantees due course of the law.

54. Plaintiff alleges that the provision within Section 41.008(b) of the Texas Civil Practice and Remedies Code limiting the amount of exemplary damages assessed against a Defendant to two times the amount of economic damages plus an amount equal to any

noneconomic damages found by the jury, not to exceed SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$750,000.00), or TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00), whichever is greater, is unconstitutional, as it is violative of Article Two, Section One of the Texas Constitution, which prohibits any one of the three branches of government from exercising any power properly attached to either of the others, specifically, prohibiting the legislature from exercising power properly attached to the judiciary.

55. Plaintiff alleges that the provision within Section 41.008(b) of the Texas Civil Practice and Remedies Code limiting the amount of exemplary damages assessed against a Defendant to two times the amount of economic damages plus an amount equal to any noneconomic damages found by the jury, not to exceed SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$750,000.00), or TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00), whichever is greater, is unconstitutional, as it is violative of Article Three, Section Fifty-Six of the Texas Constitution, which prohibits the legislature from passing any local or special law authorizing limitation of civil actions.

56. Plaintiff alleges that the provision within Section 41.008(b) of the Texas Civil Practice and Remedies Code limiting the amount of exemplary damages assessed against a Defendant to two times the amount of economic damages plus an amount equal to any noneconomic damages found by the jury, not to exceed SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$750,000.00), or TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00), whichever is greater, is unconstitutional, as it is violative of Article One, Section Fifteen, and Article Five, Section Ten of the Texas Constitution, which

guarantee the right to a trial by jury in civil cases.

57. Plaintiff is also entitled to recover prejudgment interest and costs of court. Moreover, Plaintiff seeks and is entitled to attorneys' fees.

JURY DEMAND

58. 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, she 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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I, Loren Jackson, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date
Witness my official hand and seal of office
this _____

Certified Document Number: _____

LOREN JACKSON, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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