

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

MOHAMMAD ALHALABI, individually §
and as the Representative of the Estate of §
Tareq Alhalabi, deceased; §
AYAT ALI AHMED ALHALBIAH; and §
DINA SALAH AHMED IBRAHIM §
PLAINTIFF, §

VS. §

C.A. _____

HART SECURITY, LTD; HART §
SECURITY, INC.; PERINI CORPORATION; §
PERINI MANAGEMENT SERVICES, INC.; §
EASTERN SOLUTIONS, MLL; §
HALLIBURTON CORPORATION; §
KELLOGG BROWN ROOT §
CORPORATION AND WHOLLY OWNED §
SUBSIDIARY OF HALLIBURTON; §
KELLOGG, BROWN & ROOT §
SERVICES, INC., A SUBSIDIARY OF §
KELLOGG BROWN & ROOT; §
DII INDUSTRIES, LLC, THE PARENT §
COMPANY OF KELLOGG BROWN & §
ROOT; KELLOGG BROWN & ROOT §
INTERNATIONAL, INC., THE PARENT §
COMPANY OF SERVICE EMPLOYEES §
INTERNATIONAL, INC., AND §
DOES 1 THROUGH DOES 10 §
DEFENDANTS. §

COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW PLAINTIFFS MOHAMMAD ALHALABI, individually and as the Representative of the Estate of Tareq Alhalabi, deceased; AYAT ALI AHMED ALHALBIAH; and DINA SALAH AHMED IBRAHIM complaining jointly and severally of DEFENDANTS HART SECURITY, LTD; HART SECURITY, INC.; PERINI CORPORATION; PERINI MANAGEMENT SERVICES, INC.; EASTERN SOLUTIONS, MLL; HALLIBURTON CORPORATION;

KELLOGG BROWN ROOT CORPORATION AND WHOLLY OWNED SUBSIDIARY OF HALLIBURTON; KELLOGG, BROWN & ROOT SERVICES, INC., A SUBSIDIARY OF KELLOGG BROWN & ROOT; DII INDUSTRIES, LLC, THE PARENT COMPANY OF KELLOGG BROWN & ROOT; KELLOGG BROWN & ROOT INTERNATIONAL, INC., THE PARENT COMPANY OF SERVICE EMPLOYEES INTERNATIONAL, INC., AND DOES 1 THROUGH DOES 10 hereinafter referred to as Defendants, and for cause of action would show unto this Honorable Court, as follows:

**I.
PARTIES**

PLAINTIFFS

a. PLAINTIFF MOHAMMAD ALHALABI, is the duly appointed, qualified, and acting Representative of the Estate of Tareq M. Alhalabi, deceased, (hereinafter "Tareq") who died in the manner alleged below on October 30, 2006; plaintiff brings this action for the benefit of decedent's estate, under the provisions the Texas Survival Statute.

b. PLAINTIFF MOHAMMAD ALHALABI, is the natural father of Tareq M. Alhalabi, deceased, who died in the manner alleged below on October 30, 2006; Plaintiff, Mohammad Alhalabi brings this action on his own behalf, under the provisions of the Texas Wrongful Death Statute.

c. PLAINTIFF DINA SALAH AHMED IBRAHIM, is the natural mother of Tareq M. Alhalabi, deceased, who died in the manner alleged below on October 30, 2006; Plaintiff, Dina Salah Ahmed Ibrahim brings this action on her own behalf, under the provisions of the Texas Wrongful Death Statute.

d. PLAINTIFF AYAT ALI AHMED ALHALBIAH is widow of Tareq M. Alhalabi,

deceased, who died in the manner alleged below on October 30, 2006; Plaintiff, Ayat Ali Ahmed Alhalbiah brings this action on her own behalf, under the provisions of the Texas Wrongful Death Statute.

DEFENDANTS

a. **HART DEFENDANTS**

1. DEFENDANT HART SECURITY, LTD, is a Limited Liability Company organized under the laws of Cypress, and doing business in the New York City, County of New York, State of New York while maintaining an office at 355 Lexington Ave, 4th Floor, New York, New York, U.S. 10017, and The main office for Hart Security, Ltd is Armenochori - Agios Tychonas, 23 Aesopou Street, Villa Tapia, Limassol, Cypress. Hart Security, Ltd, is not authorized to do business in New York or in Texas, and may be served with process by serving the Texas Secretary of State. The address for forwarding is 355 Lexington Ave, 4th Floor, New York, New York, U.S. 10017, and the main office for Hart Security, Ltd is Armenochori - Agios Tychonas, 23 Aesopou Street, Villa Tapia, Limassol, Cypress.

2. DEFENDANT HART SECURITY, INC., is a foreign corporation not registered to do business in the State of Texas, and may be served with process by certified mail return receipt requested by serving the Texas Secretary of State. The address for Hart Security Inc, is 1750 Tysons Blvd, 4th Floor, McLean, VA 22102.

Hereinafter the Hart Security Inc. and Hart Security, Ltd will be referred to as "Hart".

b. **PERINI DEFENDANTS**

1. DEFENDANT PERINI CORPORATION (hereinafter "Perini"), is a Massachusetts Corporation authorized to do business in Texas, and may be served with process by serving its

registered agent CT Corporation System, 350 N. ST. PAUL STREET, Dallas, TX 75201. Its main address is Perini Corporation, 73 Mount Wayte Avenue, Framingham, Massachusetts 01701.

2. DEFENDANT PERINI MANAGEMENT SERVICES, INC. (hereinafter "Perini Management"), is a Massachusetts Corporation authorized to do business in Texas, but doe not maintain a registered agent in the State of Texas. Pursuant to Tex. Civ. Prac & Rem. Code Ann.§ 17.044 (Vernon 1986) Secretary of State of Texas; Statutory documents Section; Austin, TX 78711, who will serve the non-resident defendant at it's principal place of business by certified mail, return receipt requested as follows: Its main address is Perini Corporation, 73 Mount Wayte Avenue, Framingham, Massachusetts 01701.

Perini Corporation and Perini Management Services, Inc., when referred to together will be referred to as "the Perini Defendants".

c. DEFENDANT EASTERN SOLUTIONS CO, WLL, (hereinafter "Eastern" is a Kuwaiti based company doing business in Iraq as a Perini Management Services, Inc., subcontractor under the authority of Perini's authority under a contract with the Halliburton Defendants with the U.S. Department of Defense. Eastern Solutions Co, WLL is an unauthorized foreign corporation and, process may be served by serving the Secretary of State of Texas. The President of Eastern Solutions Co, WLL, is Bill Baisey, and its mailing address is P.O. Box 6457 Shuwaikh B Kuwait 70455. The main office is located at Sharq Tower - 16th Floor, Al-Sharq, Kuwait.

d. **HALLIBURTON DEFENDANTS**

1. DEFENDANT HALLIBURTON, a Corporation, also known as HALLIBURTON COMPANY, is and was at all times relevant, the parent corporation of all Defendant corporations named herein except Hart, Perini, and Eastern, and is a corporation or other business entity organized

and existing under the laws of the State of Delaware. Its principal place of business is in the State of Texas, and this lawsuit arose out of Defendant's business in this state. This Defendant can be served with process through its registered agent: C T Corporation System, 350 N. St. Paul Street, Dallas, Texas 75201.

As more fully set forth herein, Plaintiff alleges that HALLIBURTON was not the employer of Tareq Alhalabi on or before October 30, 2006 and therefore is not entitled to any rights, protections, or immunities as an employer regarding HALLIBURTON's liability for the alleged negligent, intentional, willful, wanton, and malicious acts and conduct of Defendants, all of which were intended by Defendant to result, and did result, in the personal injury and death of Tareq Alhalabi.

2. DEFENDANT KELLOGG BROWN & ROOT, also known as KELLOGG BROWN & ROOT, INC., ("KBR), is a Corporation and is believed to conduct its operations in Iraq through its division BROWN & ROOT SERVICES, is incorporated in the State of Texas, and maintains its principal place of business at 601 Jefferson Street, Houston, Texas 77002. This Defendant can be served with process through its registered agent: C T Corporation System, 350 N. St. Paul Street, Dallas, Texas 75201.

As more fully set forth herein, Plaintiff alleges that KBR was not the employer of Tareq Alhalabi before and during Tareq's work in Iraq, and therefore is not entitled to any rights, protections, claims, or immunities as an employer regarding KBR's liability for the alleged negligent, intentional, willful, wanton, and malicious acts and conduct of Defendants, all of which were intended by Defendant to result, and did result, in the personal injury and death of Tareq Alhalabi.

3. DEFENDANT KELLOGG BROWN & ROOT SERVICES, INC., ("KBRSI") is a subsidiary of KBR. As more fully alleged herein, Plaintiff alleges that neither KBRSI nor KBR was the employer of Tareq Alhalabi on or before October 30, 2006, and therefore neither Defendant is entitled to any rights, protections, claims, or immunities as an employer regarding KBRSI's or KBR's liability for the alleged negligent, intentional, willful, wanton, and malicious acts and conduct of Defendants, all of which were intended by Defendants to result, and did result, in the personal injury and death of Tareq Alhalabi. This Defendant can be served with process through its registered agent: C T Corporation System, 350 N. St. Paul Street, Dallas, Texas 75201.

4. DEFENDANT DII INDUSTRIES, LLC ("DII") is believed to be a corporation, is the parent company of KBR, and which owns one hundred percent (100%) of Defendant KBR. Plaintiff is informed and believes that DII is incorporated in the state of Texas. As more set forth herein, Plaintiff alleges that neither DII nor KBR was the employer of TAREQ ALHALABI on or before October 30, 2006, and therefore neither Defendant is not entitled to any rights, protections, or immunities as an employer regarding DII's or KBR's liability for the negligent, intentional, willful, wanton, and malicious acts and conduct of Defendants as more fully alleged herein, all of which was intended by Defendants to result, and did result, in the personal injury and death of TAREQ ALHALABI. This Defendant can be served with process through its registered agent: C T Corporation System, 350 N. St. Paul Street, Dallas, Texas 75201.

5. DEFENDANT KELLOGG, BROWN & ROOT INTERNATONAL, INC., ("KBRI") is the parent corporation of Defendant SEII and owns one hundred percent (100%) of SEII. KBRI is an indirect wholly owned subsidiary of HALLIBURTON, and believed to be incorporated in the state of Texas. As more fully set forth in this Complaint, Plaintiff alleges that KBRI was not the

employer of TAREQ ALHALABI, and therefore Defendant is not entitled to any rights, protections, claims, or immunities as an employer regarding KBRI's liability for the alleged negligent, intentional, willful, wanton, and malicious acts and conduct of Defendants, all of which were intended by Defendants to result, and did result, in the personal injury and death of TAREQ ALHALABI. This Defendant can be served with process through its registered agent: C T Corporation System, 350 N. St. Paul Street, Dallas, Texas 75201.

6. DEFENDANT STRATEGIC ECOMM, INC., is believed and alleged to be, a foreign corporation incorporated in the country of Canada with its principal place of business at #5399768-170 Street, Edmonton, Alberta T5T5L4, Canada. During all times relevant to this action, STRATEGIC ECOMM INC. owns, operates, and maintains a job procurement website for the benefit of HALLIBURTON, SEII, KBR, KBRI, KBRSI, and DII, for the purpose of advertising the availability of work in Iraq. The website for STRATEGIC ECOMM, INC. is located at www.oilcareers.com. Service of process may be had on Strategic Ecomm by serving the Texas Security of State under Texas Civil Practice and Remedies Code Sections 17.044 and 17.045 by delivering the Petition and Citation of the Secretary of State and same forwarding such documents to this Defendant's principal office at #539 9768-170 Street, Edmonton, Alberta T5T5L4, Canada. This manner of service is appropriate because the Secretary of State is the agent for service on this non-resident who engaged in business in Texas. This defendant does not maintain a regular place of business in Texas and does not have a designated agent for service of process and this lawsuit arises out of the non-resident's business in Texas. See TEX.CIV.PRAC.&REM.CODE §§ 17.042 and .044.

7. DEFENDANT WEBRECRUITER is believed to be a corporation incorporated in New York with its principal place of business at 20 Exchange Place, New York, New York 10005. During all times relevant to this action, WEB RECRUITER owns, operates, and maintains a job procurement website for the benefit of HALLIBURTON, SEII, KBR, KBRSI, KBRI' and DII for the purpose of advertising the availability of work in Iraq. The web sites for WEBRECRUITER are located at www.webrecruiter.com and www.kbriobs.com. Service of process may be had on Webrecruiter by serving the Texas Secretary of State under Texas Civil Practice and Remedies Code Sections 17.044 and 17.045 by delivering the Petition and Citation of the Secretary of State and same forwarding such documents to this Defendant's principal office at 20 Exchange Place, New York, New York 10005. This manner of service is appropriate because the Secretary of State is the agent for service on this non-resident who engaged in business in Texas. This defendant does not maintain a regular place of business in Texas and does not have a designated agent for service of process and this lawsuit arises out of the non-resident's business in Texas. See TEX.CIV.PRAC.&REM.CODE §§ 17.042 and .044.

f. **DOE DEFENDANTS**

The true names, capacities, and/or relationships, whether individual, corporate, joint venture, partnership, agency, or otherwise, of other Defendants designated as DOES 1 through 10, whose identities are not alleged and are unknown to Plaintiff at the time of filing this Complaint. Upon discovering the identities of any such Defendants or upon ascertaining facts demonstrating a Defendant's liability, Plaintiff will seek leave of court to amend this Complaint. Plaintiff currently allege that all of said currently unknown Defendants were the principals, agents, joint ventures, co-conspirators, employers, employees, and/or partners of each and the other Defendants and as

such, are either joint tortfeasors and/or jointly and severally liable and legally responsible in some manner for the events, injuries, and deaths alleged in this Complaint, and proximately caused the injury of TAREQ ALHALABI.

II. JURISDICTION AND VENUE

This Court has jurisdiction in this matter as there is Alienage Jurisdiction, Diversity of Citizenship Jurisdiction and Federal Question Jurisdiction under the Logistics Civil Augmentation Program ("LOGCAP"). Pursuant to the LOGCAP contract, KBR provided logistical support services to the military forces operating in Iraq. Under LOGCAP, the U.S. Army is authorized to employ "civilian contractors to perform selected services in wartime to augment Army forces." U.S. Army Reg. 700-137, at 1-1 (Dec. 16, 1985). LOGCAP contracts allow the Army to "achieve the maximum combat potential ... by capitalizing on the civilian sector" *Id.* at 2-1(a). Venue is proper as the Halliburton defendants' headquarters and main office is located in the Southern District of Texas.

IV. FACTS

On or before October 30, 2006, Eastern was a subcontractor with the Perini Defendants. The Perini Defendants were subcontractors of the Halliburton Defendants. Eastern contracted with its sister company, Najlaa for Tareq to perform IT support for Eastern, and the Perini Defendants. Perini Management Services, or in the alternative, Perini Corporation contracted with Eastern for Tareq to perform IT support and communications setup for its projects in Iraq. Perini Management Services, or in the alternative, Perini Corporation contracted with Hart for security. All of the defendants knew that the area in which they were taking Tareq was not safe for passage by automobile, armored, or otherwise.

On October 30, 2006, at ASR Topeka in Iraq, while traveling from Tallil AFB to Basrah Palace, Tarq was killed when an improvised explosive device detonated on the left side of the vehicle in which he was traveling. Hart was contracted by Perini to safely transport Tareq, an employee of Najlaa International Catering Services (hereinafter "Najlaa") from Tallil AFB to Basrah Palace. At Basrah, Tareq was to lend Information Technology (hereinafter "IT") support and help set up communications. Najlaa was a subcontractor working for Eastern or in the alternative for the Perini Defendants.

The Hart convoy consisted of three Pajero armored vehicles. Hart placed Tareq in the lead vehicle. As they turned off ASR HEXAGON on to ASR TOPEKA towards Basrah, the lead Hart vehicle carrying Tareq was hit by a IED on the left side forcing the vehicle into the desert. The blast killed all occupants. After the blast the Hart convoy was further engaged by small arms fire from the desert and from rooftops.

The convoy in which TAREQ ALHALABI was injured and killed on October 30, 2006 was under the direct operation and control of HALLIBURTON, KBR, DII, KBRI, and KBR's subsidiary KBRSI, and KBR's division BROWN & ROOT SERVICES, Perini, Hart and Eastern.

Each and every Defendant was an employee, representative, agent, partner, principal, joint venture, parent and/or wholly owned subsidiary corporation, and/or co-conspirator of each and every one of the other Defendants, all of whom or which were acting within the course and scope of such employment, representation, agency, partnership, joint venture, concerted activity, and/or conspiracy and any particular act, conduct, and/or omission alleged in this Complaint to have been committed by a certain Defendant or Defendants, the remaining and each and every other Defendant or Defendants confirmed, condoned, and ratified the acts and omissions of each and every other

Defendant such that each Defendant is jointly and severally, and vicariously liable as principals, partners, employers, agents, co-conspirators, parent and/or wholly owned subsidiary corporations, and/or joint venture with each and all of the other Defendants.

V.

FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

a. LOGISTICS CIVIL AUGMENTATION PROGRAM (LOGCAP) III CONTRACT

1. Plaintiff is informed and believes that in December 2001, the United States government awarded an 80 billion dollar "Logistics Civil Augmentation Program ('LOGCAP') III" government contract to Defendant KBR. Plaintiff is informed by Defendants and believes that in 2003, KBR transferred its duties under the contract to its subsidiary KBSI pursuant to what Defendants have identified as a "Novation Agreement." Pursuant to the LOGCAP contract, KBR was to provide non-combat logistical services and support to and for the United States Army Material Command in the country of Iraq. The LOGCAP is a U.S. Department of Defense initiative for peacetime planning and use of civilian contractors for the purpose of implementing peaceful planning and rebuilding of the infrastructure of Iraq. The LOGCAP contract, known as a "cost-plus" contract, provides for payment by the United States government to KBR for all billed costs as well as bonus payments for deploying delivery truck convoys.

2. Under the specifications of the LOGCAP contract, the contractor receives work directives through "task orders," under which the contractor's civilian workers are to provide non-combat logistical support services to U.S. military forces in Iraq. The specifications under the contract and in particular Task Order 59, defined and specified the particular services to be performed and clearly stated that civilian workers shall serve in a non-combat capacity only and shall not be subjected to or placed into active war zones or active combat engagements.

b. ADVERTISING AND RECRUITING FOR WORK IN IRAQ

1. Upon either KBR's or KBRSI's receipt of Task Order 59, KBR, HALLIBURTON, KBRSI, DII, KBRI, and KBR's division BROWN & ROOT SERVICES, through all of their direct and indirect wholly owned subsidiaries and respective officers, directors, agents, representatives, supervisors, and managers, immediately began a global recruitment campaign and advertised via world wide internet websites disseminated and distributed globally for the purpose of recruiting and hiring civilians from all countries to relocate to Iraq, and assist and engage in the peaceful mission of rebuilding the infrastructure of the country of Iraq. Strategic Ecomm Inc. ran deceptive ads on its website (www.oilcareers.com) on behalf of Defendants HALLIBURTON, KBR, DII, KBRI, and KBR's subsidiary KBRSI, and KBR's division BROWN & ROOT SERVICES, advertising the following: "Work In Rebuilding Iraq and Earn \$60,000 to \$200,000 Per Year Guaranteed!"

2. The statements and misrepresentations made and set forth in all of the recruitment medium and materials, produced and disseminated by HALLIBURTON, KBR, KBRSI, DII, KBRI, Eastern and Perini and its agents, representatives, and managers, and supervisors concealed from the prospective workers the true hazardous war conditions of the location in Iraq to which the workers would be transported and working. Defendants misrepresented and concealed material facts of the true nature and extent of the serious risks of physical harm, injury, and/or death which existed at the location where the workers would be relocated and working, as well as the nature of the work duties which would be required of the civilian IT Support and Communications Support personnel while working in Iraq assured the civilian applicants for work in Iraq, before and after the workers accepted work in Iraq, that "full 24 hour a day US military protection will be in place to insure your safety."

3. Defendants' advertisements for work in Iraq appeared on Strategic Ecomm Inc.'s website and expressly stated and misrepresented to potential and hired workers that "with new heightened security you'll be 100% safe," while working in Iraq and that the "Area of Operations" in which the workers would be performing their duties, was a fully secured location, completely patrolled and protected by trained, skilled, and fully armed United States military personnel, all of whom knew, understood, and agreed that their duties required providing complete protection to unarmed civilian workers, who were working in Iraq specifically to assist in the peaceful mission of rebuilding Iraq and in providing non-combat support to U.S. troops. In recruiting workers, Defendants ran a series of deceptive ads on Internet websites. The ads were deliberately designed to mislead the public and potential workers to believe that Defendants' primary mission in Iraq was to rebuild Iraq, peacefully assist the Iraqi people, and provide non-combat support to the U.S. troops. Examples of some of the misrepresentations made by the agents and representatives of Defendants HALLIBURTON, KBR, KBRSI, DII and KBRI (All further references herein regarding the actions and conduct of Defendants HALLIBURTON and KBR, and their officers, directors, agents, managers, and supervisors shall include the conduct and actions of Defendants DII, KBRSI, and KBRI, and their officers, directors, agents, managers, and supervisors, as either the direct or indirect wholly owned subsidiary or parent company or parent corporation of said Defendants) are set forth, but not limited to, as follows:

a. HALLIBURTON's and KBR's January 16, 2004 press and website release: "Rebuilding Iraq is one of the largest and most complex reconstruction undertakings of the past half century. The people of KBR are proud to continue to play a role in the transformation of Iraq."

b. HALLIBURTON's February 5, 2004 national press and website release states: "Our

employees are doing a great job. We're feeding the soldiers. We're rebuilding Iraq." This release omits any reference to the high risk of death or serious bodily injury associated with Halliburton and KBR's provision of combat support to the United States Military in Iraq.

c. HALLIBURTON's February 23, 2004 national press and website release: "People often think of the 'big' things we do there [Iraq] - rebuilding roads, oilfields, public facilities. We feel the 'small' things we also do, like delivering mail and serving fresh meals to our troops, count just as much." In truth, HALLIBURTON is and was not using its workers exclusively to rebuild roads or public facilities in rebuilding Iraq. Moreover, this press and website release fails to mention, and in fact, conceals the true fact of the high risk and substantial certainty of death or serious bodily injury associated with the work in Iraq.

d. HALLIBURTON's and KBR's March 18, 2004 national press and website release: "Many sign up because they feel they make a difference to U.S. soldiers and the Iraqi people... Every time a soldier thanks us for clean clothes or a hot meal, it feels like a success story." This release only mentions the workers' provisions of safe support services, omitting and concealing any reference to the high and substantially certain risk of physical harm and possible death to the workers whom Defendants knew or should have known would be subjected to combat activity and enemy force attacks while employed with Defendants in Iraq.

e. HALLIBURTON's July 21, 2004 national press and website release through the date of this Complaint, only mentions safe support services, omitting any reference to high risk combat exposure prospective workers face: "The Company's priority is to make certain that the troops have the food, shelter, and tolerable living conditions they need while fighting in Iraq."

f. HALLIBURTON's July 21, 2004 national press and website release through the date of this Complaint continues the same pattern emphasizing rebuilding/safe support services and omitting any reference to workers' high risk combat conditions: "We will make sure that the soldiers get breakfast, lunch and dinner, get their laundry done and receive mail from home. And we will continue to help with the rebuilding in Iraq ... because that is our job."

4. Defendants' advertisements did not inform potential workers that they would be working in active combat war zones, unarmed and without the ability to carry weapons for their own protection. Defendants misrepresented to Tareq Alhalabi, and other potential and hired workers prior to their transport to Iraq, that their work duties would be limited to providing IT support and communications support to the other contractors and that the workers would be engaged only in safe, non-military operations. These representations were made by specific individuals who identified themselves as officers, directors, supervisory and management employees, agents, and/or representatives of each or either of HALLIBURTON, KBR, KBRSI, DII, KBRI, Eastern and Perini.

5. These same persons further stated on behalf of Defendants and misrepresented to Plaintiff and other civilians, both before and after Plaintiff accepted work in Iraq, that the civilian contractors would be transported in sufficiently armor-plated delivery vehicles through safe and secure travel routes and locations, and that trained and armed military personnel would at all times accompany Plaintiff and other civilians, while the contractors provided IT and Communications support to the contractors for the sole purpose of completing the peaceful operations and mission of rebuilding Iraq.

6. The above described misrepresentations and concealment of material facts regarding the true conditions in Iraq where the IT Engineers would be working and the nature of their duties

as IT support, were made to Plaintiff and other civilian contractors, by the officers, directors, agents, representatives, and supervisory and management employees of HALLIBURTON, KBR, KBRSI, DII, KBRI, Eastern and Perini notwithstanding that these persons had actual knowledge that the location in Iraq where Plaintiff and other civilian workers would be ordered to perform their duties as unarmed civilian contractors, was a location of constant, unrelenting combat activity and weapons attacks by anti-American enemy forces. In fact, Defendants concealed the material fact from Plaintiff and others that they would not be "100% safe" and that Defendants' statement that "full 24 hour a day U.S. military protection will be in place to insure [the workers' safety," was false and untrue and that in fact, the civilian contractors, would not be adequately or sufficiently protected by armed and skilled U.S. military forces while working in Iraq.

7. HALLIBURTON's, KBR's, KBRSI's, DII's, Perini's and Eastern's recruitment, and hiring activities were, at all times relevant to this case, directed to civilian contractors with experience in IT and Communications support. Plaintiff possessed skill and experience in IT and Communications Support and was recruited by HALLIBURTON, KBR, Perini and Eastern through Defendants' advertising campaign for work in Iraq. Defendants' representatives, employees, officers, and directors, intentionally concealed and downplayed the nature and extent of the true risks of danger involved in the workers' jobs in Iraq, to quickly move new civilian workers to the theater of operations, and to ensure Defendants would receive a monetary bonus under the LOGCAP contract.

8. Defendants intentionally informed the prospective workers that Defendants were involved in a peaceful "rebuilding" mission and concealed the truth. Defendants' representatives also intentionally misrepresented to the prospective workers that there had been only 2-3 deaths and that those deaths were due to the workers' own mistakes. In fact, however, there were many civilian

worker deaths at the time of the orientation meetings and Defendants' representatives knew their misrepresentations were false at the time they were made.

9. Defendants intentionally informed the prospective workers that the "Area of Operations" in Iraq was safe, and if there were ever a security problem, Defendants had the authority to terminate its operations in Iraq for the protection and safety of the workers.

10. Defendants also intentionally misrepresented to the prospective workers the vehicles transporting the civilian contractors were armor-plated sufficient to withstand attacks.

11. The above described misrepresentations and concealment of material facts were continuously made by the officers, directors, agents, representatives, and supervisory and management employees of HALLIBURTON, KBR, KBRSI, DII, KBR1, Perini and Eastern, before, during, and after the recruitment and during the period the civilian contractors worked in Iraq, all with Defendants' knowledge that Defendants' statements and misrepresentations were false when they were made. All of the statements, misrepresentations, and concealment of material facts were approved, condoned, and ratified by the officers and directors of HALLIBURTON, KBR, KBRSI, DII, KBR1, Perini and Eastern.

12. The misrepresentations and concealment of material facts were made by Defendants' agents, and representatives with complete knowledge of the falsity of Defendants' statements and concealment of material facts, for the specific purpose of employing civilian contractors, including Tareq Alhalabi, to work at locations and travel routes and highways in Iraq that Defendants knew were subject to continuous and unrelenting combat activities and enemy attacks, because HALLIBURTON knew that it and its subsidiaries would receive billions of dollars in compensation, reimbursement, and profits, under its government contract for every person employed with

HALLIBURTON, KBR, KBRSI, DII, KBRI, Perini and Eastern to work in Iraq, and further, that the injury or death of any of civilian workers would in fact financially benefit Defendants, as they would be paid under the contract for any amounts incurred by Defendant HALLIBURTON or any of its subsidiary entities for the injury or death of any of their workers. Further, the agents, representatives, and supervisory and management employees of Perini and Eastern directing and overseeing Hart's activities and operations in Iraq knowingly and intentionally deployed a convoy in which Plaintiff was a passenger. The convoy was sent knowingly into an unsafe area and was improperly equipped to provide a safe workplace for Plaintiff.

13. Defendants' strategic tactics made it substantially certain that the civilian convoy would be attacked by fully armed enemy forces, and would be either critically injured or killed. Defendants' tactics also made it substantially certain and ensured that HALLIBURTON and its subsidiary entities would receive monetary payment and reimbursement under its government contract for the full amount of any salary and benefits Defendants paid to its contractors, whether injured, missing, or killed while in Iraq. HALLIBURTON, KBR, KBRSI, DII, KBRI, Perini and Eastern conceived of this particular strategy for the specific purpose of maximizing its profits and monetary gain at the expense of the lives, safety, and well-being of its workers, and proximately resulted in the attack and injury of Plaintiff who was ordered to drive in the convoy.

14. All Defendants knew and should have known that the conditions on the road to Basra in the southern part of Iraq were engaged in insurgent activities, and subjected to constant enemy attacks and IED attack, that the risk of harm conditions for that route were great, and were known by Defendants, with certainty, to be extremely dangerous. The Hart, Perini and Eastern management employees deployed the convoy on October 30, 2006 although the Defendants' management

employees knew the risk level of the route was in great.

15. Contrary to the misrepresentations, statements, and concealment of material facts by Defendants' officers, directors, agents, management and supervisory employees, and representatives, Tareq Alhalabi was instructed on October 30, 2006, by the supervisors and the management employees of Perini, Eastern, HALLIBURTON, KBR, KBRSI, DII, KBRI and Hart to ride in the convoy from Tallil AFB to Basrah. On this date, the management employees and supervisors who were managing, overseeing, directing, and controlling HALLIBURTON's and KBR's KBRSI's, DII's, KBRI's, Perini's, Eastern's Hart's and Najlaa's employees in Iraq, were fully aware and informed, and knew from reliable intelligence sources and their own personal knowledge, that the highway to be traveled by Tareq Alhalabi, was known to be an area and location which was, on October 30, 2006 and dates immediately prior to October 30, 2006, an explosive insurgent zone, subject to continuous and unrelenting small arms, IED attack, and grenade attacks by anti-American insurgents.

16. Defendants knew, at the time they deployed the convoy, that their actions were unreasonably unsafe, and substantially certain to result in serious physical injury and/or death to Defendants' unarmed civilians. Defendants knew and were in possession of reliable information that the level of risk of harm and attack on the stretch of highway to be traveled by Tareq Alhalabi, was designated by Defendants and the U.S. military to be at what is known as unsafe, an area and location actively under attack by enemy forces. Defendants knew that the area was extremely dangerous and to be completely avoided.

17. Reliable intelligence information, electronic mail communications, and the personal knowledge of Defendants' own management and supervisory employees served to accurately inform and warn Defendants of the substantial certainty that Plaintiff's convoy would be attacked by heavily

armed enemy insurgents.

18. Defendants' management and supervisory employees ignored the unsafe status and in fact took advantage of the status and their knowledge of the substantial certainty that Plaintiff's convoy would be attacked while traveling along said highway and ordered his convoy to embark on October 30, 2006. Defendants' management employees informed Tareq Alhalabi that the highway they would travel was not at high risk of attack and was safe to travel. Defendants, through their management employees, systematically, intentionally, and fraudulently misrepresented to the civilian workers both the true nature of the workers' duties and Defendants' involvement and activities in Iraq. Defendants intentionally and knowingly placed the unarmed civilian workers in harm's way, without the workers' consent, knowledge, or agreement. Defendants' actions were in violation of Defendants' own established and required procedures and protocols intended to ensure the safety and well being of civilian contractors.

19. As a proximate and substantially certain result of Defendants' wrongful, intentional, malicious, and aggravated conduct, Tareq Alhalabi was seriously injured and killed, while Defendants received extraordinary monetary compensation and reimbursement under the government contract for the "services" of the injured contractors. Defendants undertook their conduct because they believed that they would not be obligated to compensate the workers or their families for the injuries or death of the workers, as Defendants believed they were immune from any liability under certain federal worker compensation statutes under which Defendants believed the workers would be compensated at no expense to Defendants. Defendants, through its officers, directors, agents, and management employees, had no concern as to whether Plaintiff would ever safely reach the intended destination nor that the fuel would be delivered, as these results were not required for Defendants

to receive payment for the services of the injured and dead civilian workers.

20. HALLIBURTON and KBR have been investigated by the United States Congress for unlawful accounting and billing practices for the services ostensibly provided by Defendants in Iraq. Inflated billings for its services provided under the government contract were done as part and parcel of Defendants' conduct in deploying unarmed and unprotected civilians into enemy territory. This type of conduct was not a specification under Defendants' government contract.

21. Defendants HALLIBURTON, KBR, KBRSI, DII, KBRI, Perini, Hart and Eastern Were Aware, Knew, Should Have Known, and Intended the Substantial Certainty of Physical Harm and/or Death to Civilian Contractors

a. At all times relevant to this action, the U.S. military forces in Iraq could not provide adequate security and protection to Defendants' civilian workers working in Iraq. This fact was known and/or reasonably knowable by Defendants in 2006 when Defendants, through their officers, directors, agents, representatives, and supervisory and management employees, made the fraudulent misrepresentations and intentionally concealed material facts in recruiting civilians for work in Iraq.

b. This fact was also known and/or reasonably knowable by Defendants HALLIBURTON, KBR, KBRSI, DII, KBRI, Perini, Hart and Eastern from 2003 up to and including October 30, 2006, when Defendants deployed Tareq Alhalabi's convoy. Plaintiffs believe, and thereupon allege, that on and before October 30, 2006, the United States' and British military operations in Iraq were unable to sustain adequate security and protection for Defendants' civilian workers, including Tareq Alhalabi. Defendants knew and were aware, from reliable intelligence information sources, as well as their own personal knowledge of events occurring in Iraq, that the highway upon which Tareq Alhalabi's convoy was ordered by Defendants to travel on October 30,

2006, was extremely dangerous and likely to suffer an enemy attack.

c. Defendants also knew and were aware, from the same information sources, that although civilian workers were never to be placed in combat operations, the deployment of Tareq Alhalabi's convoy on October 30, 2006 constituted placing unarmed civilians into combat operations. Defendants knew, should have known, and were aware that, due to the location and circumstances which existed in Iraq on October 30, 2006, the enemy attack upon, and the injuries suffered by Tareq Alhalabi was substantially certain to occur, and specifically intended the convoy to be in a position to be attacked.

d. Defendants also knew, should have known, and were aware that Defendants' civilian workers had no independent knowledge or awareness of their own, prior to the October 30, 2006 deployment that they were being sent into an active war zone and were being engaged in military operations.

VI. ALTER EGO ALLEGATIONS

1. Plaintiffs allege that all of the corporate forms of the Halliburton Defendant corporations were a sham and should be disregarded because their corporate form was a mere shell, instrumentality, and conduit used as an unfair device to achieve an inequitable result, and adherence to the fiction of the separate existence of the corporations, would sanction a fraud or promote an injustice. The corporate fiction has been utilized and promoted by the Defendant corporations as a sham to perpetrate a fraud for the direct personal benefit of Defendants HALLIBURTON, a corporation, KBR, a corporation, KBRSI, a corporation, DII, a corporation, and KBRI, a corporation. HALLIBURTON, a corporation, organized, operated, and maintained all of its wholly owned subsidiaries as mere shells, instrumentalities, and conduits of the corporate Defendant

HALLIBURTON. There was such unity between the parent HALLIBURTON, and all of the wholly owned subsidiaries that any individuality or separateness of the subsidiaries never existed or ceased to exist because of the unity of the interest and ownership between subsidiaries and HALLIBURTON.

2. Plaintiffs allege and will establish that each of the Halliburton Defendant corporations was owned, managed, and operated as the alter ego of the other and each is the alter ego for the other with respect to the execution and performance of the terms and provisions of the LOGCAP contract, and for the purposes of the civilian truck drivers' work in Iraq, under fraudulent misrepresentations, deceit, and intentional concealment of true material facts and the wrongful deaths and serious injuries of certain drivers, including Plaintiff, who, as a proximate result of Defendants' negligent, wrongful, malicious, and intentional conduct were purposefully and specifically intended by Defendants to be placed by Defendants in harm's way. Any individuality or separateness of any, each, and all of the wholly owned Defendant subsidiary corporations never existed or ceased to exist because of the unity of the interest and ownership between the parent corporations and subsidiary corporations.

3. The following facts regarding the operations of the corporate Defendants support disregard of the corporate fiction: (1) Plaintiff is informed and believes, and thereupon alleges, that corporate formalities for all of the wholly owned subsidiaries were ignored and were not observed; (2) property was not kept separate and apart between the parent corporations and the wholly owned subsidiary corporations; (3) direct deposits were made into bank accounts of the subsidiary corporations, which were controlled by the parent corporation and consolidated into the parent corporation's deposit accounts; (4) the parent corporation at all times maintained 100% financial

interest in all subsidiary corporations and maintained control over the subsidiary corporations on an operational basis both by appointing all officers, directors, and top management and supervisory employees of each subsidiary corporation; (5) the subsidiary corporations are and were used or established for the business purposes of the parent, and are and were the means by which the parent corporation conducted its business; (6) the subsidiary corporations' operations, functions, and facilities were not reasonably capitalized in light of the nature and risk of the ostensible business of the subsidiary corporations; (7) the capital and credit line used to fund and operate the subsidiary corporations' operations, functions, and facilities were solely that of the parent corporation HALLIBURTON; and (8) the payment of salaries and wages to the workers of the subsidiary corporations and operations were made from the bank accounts and funds of the parent corporation HALLIBURTON.

4. Plaintiff further alleges that at all relevant times, the Halliburton Defendant corporations have operated as a single business enterprise to achieve a common business purpose. The Defendant parent corporations and any wholly owned subsidiaries were not operated as separate and individual entities, but rather they integrated and commingled their resources to achieve a common business purpose and conducted their operations such that: (1) the subsidiaries were used or established for the business purposes of the parent, and were the means by which the parent corporation conducted all its business; (2) a single and common board of directors and the same members existed between the parent and subsidiary corporations; (3) the same centralized and consolidated accounting and financial reporting was used by both the parent and subsidiary corporations for both internal and external purposes, such as for filing all required reports with the United States Department of the Treasury and Internal Revenue Service and the preparation and

filing of annual financial reports; (4) the parent corporations paid the wages of all officers, directors, employees, agents, and representatives of the subsidiary corporations; (5) the parent corporations' capital and credit lines are and were used to fund and operate the subsidiary corporations.

5. All of the parent corporation's wholly owned subsidiary corporations were established simply as shells, instrumentalities, and conduits through which the parent corporations conducted their business, and therefore, the corporate fiction must be disregarded to prevent fraud or injustice. Each constituent corporation may be held liable for the obligations incurred by the other component entities and corporations since these Defendants operated as a single business enterprise to achieve a common business purpose.

6. The Defendant parent corporations have intentionally operated all subsidiary corporations in a manner that left the subsidiary corporations without assets sufficient to satisfy the claims of Plaintiff, by taking complete control and possession of the subsidiary corporations' revenues and receivables as soon as they were received or accrued. All monies received as proceeds pursuant to and in performance of the LOGCAP contract by the subsidiary corporations were maintained and received by the Defendant parent corporations to fund their own operations and were not maintained at the subsidiary level.

VII.

FRAUD AND DECEIT, FRAUD IN THE INDUCEMENT, INTENTIONAL CONCEALMENT OF MATERIAL FACTS, AND INTENTIONAL MISREPRESENTATIONS IN RECRUITING FOR WORK IN IRAQ (Against Defendants HALLIBURTON; KELLOGG BROWN & ROOT; KELLOGG BROWN & ROOT SERVICES. INC; DII INDUSTRIES. L.L.C.; KELLOGG. BROWN & ROOT INTERNATIONAL. INC.; KBRSI; KBRI; DII, Eastern and Perini)

1. Plaintiff incorporates by this reference, all preceding and successive paragraphs of this Complaint, in their entirety, as though fully set forth in this cause of action, and further allege

as follows:

2. The statements, representations, and concealment of material facts, made by Defendants' agents, management employees, and representatives, and set forth in all of the recruitment medium and materials generated and produced by HALLIBURTON, KBR, KBRSI, DII, and KBRI, Eastern and Perini, were false at the time Defendants' made such misrepresentations and were known by Defendants to be false at the time the misrepresentations and concealment of facts were made.

3. The misrepresentations and concealment of material facts were made by specific individuals who identified themselves as officers, directors, supervisory and management employees, agents, and/or representatives of each or either of HALLIBURTON, KBR, KBRSI, DII, KBRI, Eastern and/or Perini. The above-described misrepresentations and concealment of material facts were made by the above identified persons on behalf of Defendants for the purpose of inducing Tareq Alhalabi and other applicants' reliance upon the intentional misrepresentations and concealment of material facts in accepting work with Defendants and relocating to Iraq. Contrary to their recruitment advertisements, Defendants knew that the civilian contractors, including Tareq Alhalabi, would not be adequately or sufficiently protected by skillfully trained and armed United States military personnel while working in Iraq.

4. The above described misrepresentations and concealment of true facts were continuously made by Defendants during the process of advertising work in Iraq, before, during, and after the recruitment and orientation meetings held by Defendants and during the civilian contractors' actual work in Iraq, all with Defendants' knowledge that Defendants' statements and misrepresentations were false and inaccurate.

5. The agents, employees, and representatives who made the specific misrepresentations and concealment of material facts to Plaintiff were including, but not limited to, HALLIBURTON's, KBR's, KBR's, DII's, KBRI's, Eastern's and/or Perini's Human Resources Director, and HALLIBURTON's, KBR's, KBR's, DII's, KBRI's, Eastern's and/or Perini's Director of Employment Recruitment. All of the above named agents, employees, and representatives of Defendants were provided with the specific authority and power to speak on behalf of all Defendants by virtue of being employed by Defendants and by virtue of being given their specific titles and positions of authority by Defendants.

6. The misrepresentations and concealment of material facts were fraudulent and induced Tareq Alhalabi to accept work in Iraq. In that Tareq Alhalabi was fraudulently induced to agree to accept work in Iraq, any agreements or terms agreed to by Plaintiff as regards his work in Iraq were fraudulently induced and therefore are void and unenforceable. Defendants' fraudulent misrepresentations and concealment of material facts were made for the specific purpose that HALLIBURTON, KBR, KBR's, DII, KBRI, Eastern and Perini knew that it and its subsidiaries would be paid large sums of money amounting to billions of dollars under the LOGCAP government contract for every civilian worker working in Iraq, and further, that the injury or death of any of Defendants' civilian workers would in fact gain profits for and financially benefit Defendants.

7. Tareq Alhalabi relied to his detriment upon the deceptive descriptions of the conditions under which the workers would be working in Iraq, and Internet recruitment websites advertising work in Iraq. The job descriptions failed to disclose and concealed material facts regarding the true nature and extent of the extreme risk of harm and death involved in working in Iraq, and misrepresented the truth regarding the potential risks and hazards to which Tareq Alhalabi

would be subjected, which included enemy attacks and death. Tareq Alhalabi in relying upon Defendants' misrepresentations and concealment of material facts, were induced to terminate their then current employment and accept work in Iraq.

8. Tareq Alhalabi had no knowledge, and was ignorant, of the falsity of Defendants' misrepresentations and concealment of material facts, and in fact believed Defendants' statements to be true and accurate. Tareq Alhalabi had no information to give them reason to suspect the falsity of Defendants' misrepresentations and concealment of material facts.

9. Tareq Alhalabi had a right to rely, and was reasonable in his reliance, upon Defendants' misrepresentations and concealment of material facts as described in this Complaint, as Defendants placed themselves in a position of superior knowledge and authority over Plaintiff, who was unknowledgeable and unaware of the conditions in Iraq under which they would be required to perform their work duties.

10. Tareq Alhalabi suffered wounds as a proximate and legal result of their reliance upon Defendants' misrepresentations and concealment of material facts in accepting work in Iraq.

VIII.

**NEGLIGENCE AND GROSS NEGLIGENCE (Against Defendants
HALLIBURTON; KELLOGG BROWN & ROOT; KELLOGG, BROWN &
ROOT SERVICES. INC.; DII INDUSTRIES. L.L.C.; KELLOGG. BROWN &
ROOT INTERNATIONAL. INC.; KBRI; KBRSI; DII; Perini; Eastern and Hart)**

As against the Defendants, and each of them, Plaintiffs incorporate by reference all paragraphs of this Complaint, with the same force and effect as though set forth at length in their entirety in this cause of action, and further allege, as follows:

1. Plaintiffs further allege that agents, servants, representatives and employees of Defendants were negligent in one or more of the following respects:

- a. Failing to maintain Tareq Alhalabi's work site in a safe condition such as a reasonable and prudent person would have done under the same or similar circumstances;
- b. Failing to discover hazardous conditions, such as a reasonable and prudent party would do under the same or similar circumstances;
- c. Failing to properly inspect its equipment and work sites on a regular basis as a reasonable and prudent party would have done under the same or similar circumstances;
- d. Failing to correct or remedy the hazardous condition of its work areas as a reasonable and prudent party would have done under the same or similar circumstances;
- e. Failing to provide proper instructions specifically instructing Plaintiff to work in obvious hazardous conditions;
- f. Failing to provide adequate precautionary measures or eliminate or reduce the dangerous condition on the premises;
- g. Failing to promulgate and enforce safety rules and implement such by meetings, communications, inspections and supervision;
- h. Failing to provide adequate and appropriate equipment including but not limited to, adequately armored trucks;
- i. In allowing Tareq Alhalabi to travel in the lead vehicle knowing it is the vehicle most likely to encounter IEDs;
- j. In sending the convoy into extremely dangerous insurgent territory when. Plaintiff would show that Defendants, by and through its agents, servants, representatives and/or employees, were negligent and grossly negligent.

k. As the proximate result of the negligent, willful, wanton, intentional, reckless, and grossly negligent acts, omissions, and conduct of Defendants, and each of them as described in this Complaint, Tareq Alhalabi suffered severe and deadly wounds from an IED explosion.

IX
DAMAGES

1. As a result of the negligence of Defendants, Plaintiffs are entitled to recover the following damages from Defendants pursuant to the Texas Wrongful Death Statute and the Texas Survival Statute:

- a. Conscious pain and mental anguish of Tareq Alhalabi as he faced his impending death;
- b. Funeral and Burial Expenses of Tareq Alhalabi;
- c. Past and future pecuniary loss;
- d. Past and future loss of companionship and society; and
- e. Past and future mental anguish;
- f. Punitive or Exemplary Damages;
- g. Prejudgment interest;
- h. Taxable Court Costs.

WHEREFORE, Plaintiffs MOHAMMAD ALHALABI, individually and as the Representative of the Estate of Tareq Alhalabi, deceased; AYAT ALI AHMED ALHALBIAH; and DINA SALAH AHMED IBRAHIM requests that Defendants DEFENDANTS HART SECURITY, LTD; HART SECURITY, INC.; PERINI CORPORATION; PERINI MANAGEMENT SERVICES, INC.; EASTERN SOLUTIONS, MLL; HALLIBURTON CORPORATION; KELLOGG BROWN ROOT CORPORATION AND WHOLLY OWNED SUBSIDIARY OF HALLIBURTON;

KELLOGG, BROWN & ROOT SERVICES, INC., A SUBSIDIARY OF KELLOGG BROWN & ROOT; DII INDUSTRIES, LLC, THE PARENT COMPANY OF KELLOGG BROWN & ROOT; KELLOGG BROWN & ROOT INTERNATIONAL, INC., THE PARENT COMPANY OF SERVICE EMPLOYEES INTERNATIONAL, INC., AND DOES 1 THROUGH DOES 10 be summoned to appear and answer, and that on final trial, Plaintiff have:

1. Judgment against all Defendants;
2. Post-judgment interest at the legal rate against all Defendants;
3. Costs of suit; and
4. Such other and further relief, both at law and in equity, to which Plaintiffs may be justly entitled.

Respectfully submitted,

SADIN LAW FIRM, P.C.


ARTHUR SADIN, Attorney in Charge
State Bar No. 17508450
PHYLLIS ROGERS
Texas State Bar No. 00795623
121 Magnolia, Ste. 102
Friendswood, Texas 77546
Telephone: 281-648-7711
Facsimile: 281-648-7799
asadin@sadinlawfirm.com

HART LAW FIRM
David Hart
Texas State Bar No. 09136430
1900 Industrial Blvd, Ste. 204
Colleyville, Texas 76034
Telephone: 817-329-7020
Facsimile: 817-329-7021

ATTORNEYS FOR PLAINTIFFS