

Arbitration Matter between:

John Grabowski, et al.

Class Claimants,

v.

Wackenhut Services, LLC, and Wackenhut
Services, Inc.,

Respondents.

JAMS Reference Number: 090806B

CLASS ACTION

(Fifth Amended Demand for Arbitration Before JAMS)

John Grabowski (“Grabowski”), Daryl Ancrum (“Ancrum”), Alan Bender (“Bender”), Justin Bogolo (“Bogolo”), Richard Bucci (“Bucci”), James Clardy (“Clardy”), Daniel Cox (“Cox”), Michael Gerrard (“Gerrard”), George Green (“Green”), John Herpin (“Herpin”), Patrick Jarvis (“Jarvis”), Jeffrey Larrow (“Larrow”), Michael Lynch (“Lynch”), Nicholas Marra (“Marra”), James McPadden (“McPadden”), Roger Gary Parent (“Parent”), Michael Brent Parker (“Parker”), Michael Penn (“Penn”), Donald Peters (“Peters”), Scot Rose (“Rose”), Lawrence Julian Rucker (“Rucker”), David Shinault (“DShinault”), Donald Shinault, Jr. (“ShinaultJr”), Jeff Shults (“Shults”), Art Sobota (“Sobota”), David Struble (“Struble”) and Joshua Taylor (“Taylor”), collectively referred to as “Class Claimants,” on behalf of themselves and all others similarly situated, by and through their counsel, bring this action pursuant to the JAMS Class Action Procedures and Florida Rule of Civil Procedure 1.220 against the Respondents, Wackenhut Services, LLC (“Wackenhut LLC”) and Wackenhut Services, Inc. (“Wackenhut Inc.”). In this action, Class Claimants assert claims for breach of contract and unpaid wages and, in the alternative, *quantum meruit*, against Wackenhut LLC, pursuant to

identical or nearly identical employment agreements between Class Claimants and Wackenhut LLC. A standardized Employment Agreement is attached hereto as Exhibit A. In this action, Class Claimants also assert *quantum meruit* claims against Wackenhut Inc.

General Allegations

1. This is a Class Action for monetary damages and equitable relief, including but not limited to declaratory and injunctive relief.
2. Wackenhut LLC is a limited liability company with its principal place of business in Palm Beach Gardens, Florida.
3. Wackenhut Inc. is Florida Profit Corporation with its principal place of business in Palm Beach Gardens, Florida.
4. During the relevant time period, Wackenhut LLC employed Class Claimants pursuant to Employment Agreements to perform firefighting and other services in Iraq in accordance with Wackenhut LLC's contract(s) with Kellogg, Brown & Root ("KBR"), and in support of KBR's contract(s) with the United States government. Upon information and belief, KBR's contract(s) with the United States government required and/or requires that KBR provide firefighting and other services to the United States military in connection with the war in Iraq.
5. Class Claimant Grabowski was employed by Wackenhut LLC in Iraq from approximately August 24, 2004, through May 9, 2005. Grabowski was based in Tikrit and in Al Taqaddum.
6. Class Claimant Ancrum was employed by Wackenhut LLC in Iraq from approximately January 17, 2005, through May 14, 2005. Ancrum was based at Camp Taji, North of Baghdad.

7. Class Claimant Bender was employed by Wackenhut LLC in Iraq from approximately October 2004 through October 2005. Bender was based at Camp Falcon and Camp Bucca.

8. Class Claimant Bogolo was employed by Wackenhut LLC in Iraq from approximately January 16, 2005, through January 16, 2006. Bogolo was based at Camp Victory, Baghdad.

9. Class Claimant Bucci was employed by Wackenhut LLC in Iraq from approximately September 2004 through September 2005. Bucci was based in Mosul and in Ramadi.

10. Class Claimant Clardy was employed by Wackenhut LLC in Iraq from approximately January 2005 through June 2006. Clardy was based at Camp Victory and at Camp Bucca.

11. Class Claimant Cox was employed by Wackenhut LLC in Iraq from approximately September 2004 through December 2006. Cox was based at Camp Victory, Camp Anaconda and Tel Afar.

12. Class Claimant Gerrard was employed by Wackenhut LLC in Iraq from approximately June 2004 through July 2005. Gerrard was based at Camp Victory and at Camp Anaconda.

13. Class Claimant Green was employed by Wackenhut LLC in Iraq from approximately October 2004 through October 2005. Green was based in Mosul and in Ramadi.

14. Class Claimant Herpin was employed by Wackenhut LLC in Iraq from approximately October 2004 through October 2005. Herpin was based at Camp Speicher.

15. Class Claimant Jarvis was employed by Wackenhut LLC in Iraq from approximately February 2005 through September 2005. Jarvis was based in Al Taqaddum and Kirkuk.

16. Class Claimant Larrow was employed by Wackenhut LLC in Iraq from approximately January 2005 through June 2005. Larrow was based at Camp Anaconda and at Camp Cooke.

17. Class Claimant Lynch was employed by Wackenhut LLC in Iraq from approximately August 2005 through April 2006. Lynch was based in Baghdad and at Camp Speicher.

18. Class Claimant Marra was employed by Wackenhut LLC in Iraq from approximately January 16, 2005 through July 16, 2005. Marra was based in Kirkuk and Tel Afar.

19. Class Claimant McPadden was employed by Wackenhut LLC in Iraq from approximately March 2005 through March 2006. McPadden was based at Camp Victory, Camp Anaconda and Talafar.

20. Class Claimant Parent was employed by Wackenhut LLC in Iraq from approximately October 25, 2004 through October, 2005. Parent was based in Baghdad and Al Taqaddum.

21. Class Claimant Parker was employed by Wackenhut LLC in Iraq from approximately February 2005 through May 2007. Parker was based in Mosul.

22. Class Claimant Penn was employed by Wackenhut LLC in Iraq from approximately August 2004 through September 2005. Penn was based in Baghdad, Kirkuk and at Camp Bucca.

23. Class Claimant Peters was employed by Wackenhut LLC in Iraq from approximately November 2005 to June 2006. Peters was based in Kirkuk.

24. Class Claimant Rose was employed by Wackenhut LLC in Iraq from approximately July 2004 to August 2007. Rose was based in Baghdad, Tikrit, Kirkuk, Ramadi and Rustimaya.

25. Class Claimant Rucker was employed by Wackenhut LLC in Iraq from approximately October 2005 to October 2006. Rucker was based in Camp Fallujah.

26. Class Claimant DShinault was employed by Wackenhut LLC in Iraq from approximately July 2004 to July 2005. DShinault was based in Baghdad, Tikrit, Kirkuk and at Camp Bucca.

27. Class Claimant ShinaultJr was employed by Wackenhut LLC in Iraq from approximately July 26, 2004 to June 3, 2005. ShinaultJr was based in Baghdad, Tikrit, Kirkuk and at Camp Bucca.

28. Class Claimant Shults was employed by Wackenhut LLC in Iraq from approximately April 2005 to October 2006. Shults was based in Baghdad, Tikrit, Camp Cedar II and Kirkuk.

29. Class Claimant Sobota was employed by Wackenhut LLC in Iraq from approximately August 2004 to September 2007. Sobota was based in Camp Anaconda, Al Asad and Mosul.

30. Class Claimant Struble was employed by Wackenhut LLC in Iraq from approximately September 26, 2004, through September 22, 2005. Struble was based in Tikrit and in Al Taqaddum.

31. Class Claimant Taylor was employed by Wackenhut LLC in Iraq from approximately October 2004 through October 2005. Taylor was based in Camp Taji and in Al Taqaddum.

32. Paragraph 27 of the Employment Agreements between Class Claimants and Wackenhut LLC states that all employment-related claims and disputes arising under the agreements “must be submitted to binding arbitration instead of to the court system,” pursuant to the “Wackenhut Dispute Resolution Program” (“DRP”). The DRP is attached hereto as Exhibit B.

33. The acts, occurrences and omissions giving rise to Class Claimants’ claims took place, upon information and belief, in the American jurisdictions of the District of Columbia, Florida, and Texas and in the country of Iraq.

34. Paragraph 26 of the Employment Agreements states that the agreement “is formed in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida.”

Class Representation Allegations

35. Pursuant to the JAMS Class Action Procedures and Florida Rule of Civil Procedure 1.220, Class Claimants bring these claims on behalf of all employees hired by Wackenhut LLC before February 27, 2006, as “firefighters” who were subject to an Employment Agreement to perform firefighting and other services in Iraq.

36. Class Claimants allege that the class is so numerous that joinder of all members is impracticable.

37. Class Claimants allege that there are questions of law or fact common to the class.

38. Class Claimants allege that the claims of the representative parties are typical of the claims of the class.

39. Class Claimants allege that the representative parties and their counsel will fairly and adequately protect the interests of the class.

40. Class Claimants allege that Wackenhut LLC and Wackenhut Inc. have acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

41. Class Claimants allege that questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

COUNT I: BREACH OF CONTRACT/UNPAID WAGES
(Wackenhut LLC)

42. Class Claimants incorporate by reference the allegations set forth in paragraphs 1 through 41 as if fully restated herein.

43. This is a Class Action claim against Wackenhut LLC for damages and equitable relief for breach of contract, including but not limited to declaratory and injunctive relief.

44. Wackenhut LLC entered into Employment Agreements with Class Claimants.

45. Wackenhut LLC breached its Employment Agreements with Class Claimants by failing and refusing to pay Class Claimants compensation it owed to them. Class Claimants are entitled to the contractual rate of pay multiplied by all of the hours they worked for Wackenhut LLC for which they were not compensated.

46. Class Claimants suffered damages as a result of Wackenhut LLC's breach of their Employment Agreements.

47. The amounts owed to Class Claimants are wages subject to Section 448.08, Florida Statutes, and Class Claimants are therefore entitled to recover reasonable attorneys' fees and costs.

WHEREFORE, Class Claimants respectfully request that the Arbitrator award damages to the Class Claimants, reasonable attorneys' fees, the costs of this action, prejudgment and postjudgment interest, equitable relief in the form of a declaration that Wackenhut LLC has breached its Employment Agreements with Class Claimants and an injunction to prevent Wackenhut LLC from continuing to breach the Employment Agreements, and all other relief the Arbitrator deems just and proper.

COUNT II: QUANTUM MERUIT
(Wackenhut LLC)

48. Class Claimants incorporate by reference the allegations set forth in paragraphs 1 through 41 as if fully restated herein.

49. Count II is an alternative Class Action claim against Wackenhut LLC for damages and equitable relief, including but not limited to declaratory and injunctive relief, based on *quantum meruit*.

50. Class Claimants performed firefighting and other services for Wackenhut LLC in Iraq.

51. Wackenhut LLC, Wackenhut Inc., and KBR received the benefit of the services performed by Class Claimants in Iraq.

52. Wackenhut LLC did not pay Class Claimants for all of the firefighting and other services they performed in Iraq, and Class Claimants are owed payment for the reasonable value of the services they performed.

53. The amounts owed to Class Claimants are wages subject to Section 448.08, Florida Statutes, and Class Claimants are therefore entitled to recover reasonable attorneys' fees and costs.

WHEREFORE, Class Claimants request that the Arbitrator award damages in the amount of the contractual rate of pay multiplied by all of the hours they provided services to Wackenhut LLC for which they were not compensated (or such other amount as the Arbitrator deems reasonable for the services Class Claimants performed), reasonable attorneys' fees, the costs of this action, prejudgment and postjudgment interest, equitable relief in the form of a declaration that Wackenhut LLC failed to pay Class Claimants for firefighting and other services they performed and an injunction to prevent Wackenhut LLC from continuing in its failure to pay Class Claimants for all services performed, and all other relief the Arbitrator deems just and proper.

COUNT III: QUANTUM MERUIT
(Wackenhut Inc.)

54. Class Claimants incorporate by reference the allegations set forth in paragraphs 1 through 41 as if fully restated herein.

55. Count III is a Class Action claim against Wackenhut Inc. for damages and equitable relief, including but not limited to declaratory and injunctive relief, based on *quantum meruit*.


56. Class Claimants performed firefighting and other services for Wackenhut LLC in Iraq.

57. Wackenhut LLC, Wackenhut Inc., and KBR received the benefit of the services performed by Class Claimants in Iraq.

58. Wackenhut Inc. did not pay Class Claimants for all of the firefighting and other services they performed in Iraq, and Class Claimants are owed payment for the reasonable value of the services they performed.

WHEREFORE, Class Claimants request that the Arbitrator award damages to compensate them for all of the hours they provided services that benefited Wackenhut Inc. for which they were not compensated, prejudgment and postjudgment interest, equitable relief in the form of a declaration that Wackenhut Inc. failed to pay Class Claimants for firefighting and other services they performed and an injunction to prevent Wackenhut Inc. from continuing in its failure to pay Class Claimants for all services performed, and all other relief the Arbitrator deems just and proper.

Respectfully submitted,



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Attorneys for Class Claimants

CERTIFICATE OF SERVICE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH


I, Cynthia N. Sass, do hereby certify that on August 29, 2008, a true and correct copy of
the foregoing was forwarded as indicated to:

Karen Lucarelli, Case Manager
JAMS Atlanta Office, Suite 640
1110 Peachtree Street NE
Atlanta, GA 30303
By U.S. Mail: Original and 1 copy – one for Arbitrator
E-mail: klucarelli@jamsatlanta.com

Henry Morris, Jr., Esquire
Nancy S. Heermans, Esquire
Arent Fox, PLLC
1050 Connecticut Avenue NW
Washington, DC 20036-5339
By U.S. Mail: 1 copy

Dispute Resolution Program Administrator
Wackenhut Services, LLC
7121 Fairway Drive, Suite 301
Palm Beach Gardens, Florida 33418
By U.S. Mail: One (1) Copy

Wackenhut Services, Incorporated
7121 Fairway Drive, Suite 301
Palm Beach Gardens, Florida 33418
By U.S. Mail: One (1) Copy



Cynthia N. Sass, Esquire

Exhibit A
to proposed Fifth Amended
Demand for Arbitration Before JAMS

Wackenhut Standardized Employment Agreement



EMPLOYMENT AGREEMENT
(Foreign Service – Single Status Assignment)

Employee: _____

Date: _____

Address: _____

This Employment Agreement sets forth the terms and conditions of employment between you and Wackenhut Services, LLC ("Employer") for your employment in support of the U.S. Army's Area of Operation under the KBR Contract 304-3-4-SSUB-MA0004. This Employment Agreement includes the Compensation Data Sheet that is attached. In the event of any conflict between these documents, the terms of the Employment Agreement will control.

will be paid in accordance with the Specific Terms and Conditions of Capture and Detention. In an emergency, Employer may, at its discretion, elect to evacuate you to some secure location. Your sole recourse for any injury, illness, or death arising out of or in the course of your employment under this Agreement shall be as determined under the provisions of the Defense Base Act.

GENERAL TERMS AND CONDITIONS

1. You agree to perform services of the job classifications shown on the Data Sheet and other services within your capability as requested by Employer. You may terminate your employment at any time, subject to loss of compensation, if any, as specified herein, and Employer may likewise terminate your employment at any time, for any reason, including for its sole convenience. Earned but unpaid compensation will be paid if Employer terminates your employment for its convenience or for any other reason.

Your compensation is identified on the attached Data Sheet. Each pay period, you will be paid by applying the amount earned, after deducting mandatory tax withholdings, your authorized employee benefit charges, and any advances, reserves, or other obligations to Employer. Your pay will be sent to the location you designate on the Direct Deposit Disposition form.

5. Payments shall be made on a bi-weekly basis. Wage payments shall be subject to deductions required by law, deductions provided for in this Agreement and such deductions as you from time to time may authorize in writing.

2. This Agreement and the attached Data Sheet show specific terms and conditions of your initial employment assignment, the location of the compensation that will be your Employer, the position for which you are initially assigned/hired and location of the project, your rate of pay and other applicable benefit programs. In addition, you are responsible for compliance with the Wackenhut Services Code of Business Conduct, Corporate Policies and Wackenhut Services Business Practices.

6. Employer will pay your travel expenses from Houston, Texas or other designated point of mobilization to the Assignment Location and your return, at the completion of your one year contract, to your Point of Origin at the most economical and practical airfare available. No other relocation or repatriation expenses will be provided.

3. Except for insurance, Employer shall have no liability in damages whatsoever to you for injuries, disabilities, detention, death or other losses arising out of, or in connection with terrorism, war (declared or undeclared), rebellion, labor strike or unrest, civil strife or acts of the civil authority or armed forces of any nation; provided, however, in the event of capture, you

7. Since your employment is terminable at any time by either party, Employer assumes no responsibility for any loss related to your decision to dispose of real or personal property or to resign from other employment or business arrangements. Any such arrangements that you make are made at your risk, on your own best judgment.

8. You understand and agree that the employment relationship is at will and that there is no guarantee of

continued employment or any commitment on the part of Employer, either express or implied, to renew this Employment Agreement for any additional term or period.

9. Employer ceases to be liable for fulfillment of any and all obligations stated in this Agreement upon the termination of employment.

Upon termination due to lack of available work, Employer shall pay you all accrued, earned and unpaid Interim Leave and demobilization travel back to your Point of Origin.

If you are terminated for cause at any time or resign prior to the completion of your one-year contract, you will forfeit any unpaid Interim Leave except where you were prohibited from taking Interim Leave by project management. In such cases, you will be paid for your accrued Interim Leave days only. You will be charged for your return flight from assigned location to your point of origin. After your date of termination for cause or resignation, you will not be paid any wages, demobilization or standby pay during your return from point of assignment to your point of origin. Cost of your return flight will be deducted from your final paycheck.

10. You agree to comply with all laws and regulations, both civil and U.S. military (including U.S. Army Command Directives), applicable at the Assignment Location or the Job Site, and while on authorized travel status, and such other rules, regulations, and policies as the Employer may establish from time to time. You understand that the Job Site may be under the supervision of military authorities, and agree that compliance by Employer with any order, directive or regulation promulgated by military authorities, which results in a breach or default by Employer with the terms of this Agreement shall excuse Employer from any breach or default.

SPECIFIC TERMS AND CONDITIONS

1. Assignment Location

The duration of your assignment is anticipated to be approximately 12 months. There is no minimum guaranteed duration of employment. This Agreement shall remain in full force and effect for the duration of the assignment, including any extensions.

Your assignment will be in the U.S. Army's Central Command Area of Operation. Your Assignment

Location may be changed at any time within the Area of Operations, at the sole discretion of Employer.

You are aware that the Assignment Location may be a potentially hazardous environment. Although the U.S. Government is responsible for providing security for Employer's operations, your acceptance of this assignment constitutes acceptance and acknowledgment of the risks and the willingness to stay in the Assignment Location until directed by the Employer to evacuate.

2. Compensation

You will receive compensation on the attached Compensation Data Sheet based upon your individual job classification. In-Country Project Manager and the Project General Manager must approve any job classification or rate adjustment(s) in writing, and any changes in job classification or salary are only effective on the date indicated on the normal Personnel Action Notice. No rate increase will be awarded unless there is adequate justification to support it.

Base Salary:

Your regular pay will be based on a minimum 40-hour workweek. There is no guarantee of more than 40 hours of work per week. Foreign Service Bonus, Work Area Differential and Hazard Pay, if appropriate, apply only to the first 40 hours worked each week. All hours worked over 40 hours per week will be paid at the straight time rate. The payroll period is every two weeks with the pay schedule on Friday, 26 times per year. All rate adjustments will be effective at the beginning of a pay week.

While on standby status, you will be paid Base Salary on the basis of 8 hours per day, not to exceed 40 hours per week. Foreign Differential Pay continues to apply during the standby period while in Country. If you are placed on standby status while physically located in a work location which has an identified Work Area Differential and/or Hazard Pay, the Work Area Differential and/or Hazard Pay will continue to apply during the standby period.

(a) Capture and Detention

In the event you are taken and held prisoner, hostage or otherwise detained by a hostile force or the force of any power not allied with the United States while on foreign assignment, Employer will continue to pay your Base

Salary at the straight time rate per hour being paid on the date of capture and/or detention. The number of hours per day you will be paid will be the average number of hours worked per day over the past two months immediately preceding detention. Foreign Service Bonus and Work Area Differential uplifts that you are eligible for immediately preceding detention will continue for the duration of detention during the first 40 hours of each workweek. You will also be paid Hazard Pay for the first 40 hours of each week for the duration of your detention, regardless of whether you were receiving a Hazard Pay differential immediately preceding detention. Compensation benefits will continue for the period of detention or interment and will be paid to your authorized party. Additionally, Employer is authorized to continue to process your contribution for insurance as established by you prior to the period of detention or interment. Such contribution will be deducted from your compensation benefits prior to payment of the compensation benefits to your authorized party. This will ensure insurance coverage remains in full force and effect throughout the period of your detention or interment.

(b) Foreign Tax/Social Insurance Protection

Foreign Tax/Social Insurance Protection approximates the additional cost incurred by you due to your assignment in a foreign country.

It is currently anticipated that the Client will obtain an exemption or waiver of foreign taxes and social insurance obligations on your behalf. Consequently, no adjustment has been included in the Work Area Differential for these potential obligations. Should the Client fail to achieve the exemption or waiver, Employer will pay the foreign taxes and/or other host country statutory obligations on your behalf and seek reimbursement from the U.S. Government in accordance with Federal Regulation 31.205-6(e). You will be responsible for completing and/or signing all necessary paperwork associated with the foreign taxes and/or other host country statutory obligations.

(c) Hazard Pay

Hazard Pay, if and when authorized by the Federal Government, is based on Assignment Location. If applicable, Hazard Pay applies to Base Salary only. Hazard Pay may be reviewed and adjusted at any time by Employer, without notice or a specific amendment to this Employment Agreement. The Hazard Pay in effect at

the Date of Hire is identified in the Compensation Data Sheet.

3. Taxes

You will be personally responsible for compliance with applicable home country laws and regulations, including but not limited to the payment of income taxes (Federal, State and Local) and FICA.

4. Sick Leave

You will accrue 8 hours of sick leave for each full month of service, beginning with the first full month of your Foreign Service employment. Partial months will not be prorated. The maximum allowable accumulation is 96 hours within any 12-month period. Approval of sick leave requires documentation from a certified medical professional. Sick leave benefits will be paid at 8 hours straight time per day. No payment will be made for unused sick leave, nor may sick leave accruals be used retroactively.

5. Holidays

Holidays shall be paid at 8 hours straight time for authorized holidays observed and not worked.

Approved holidays that are worked shall be paid at the appropriate rate.

WSLLC employees must be at assignment location to observe the holiday to be eligible for payment.

6. Mobilization and Demobilization

You will be mobilized and demobilized from Houston. You will be paid for mobilization travel time not to exceed two 8-hour days at Base Salary plus Foreign Service Bonus, and Work Area Differential. During demobilization, at the completion of your one year contract, you will be paid travel time not to exceed two 8-hour days at Base Salary plus Foreign Service Bonus.

7. Local Housing and Transportation

You will be furnished transportation, housing and food at your Assignment Location.

8. Expenses

Travel

(a) Point of Origin

Your established Point of Origin will be the closest major commercial airport facility to the address listed on the first page of this Agreement. This is the location from and to which your travel will be payable. Point of Origin may not change during the term of employment under this Agreement.

(b) Airfare Expenses

Your airfare expenses from the Point of Origin to the Assignment Location and return will be paid by Employer on an economy fare basis during mobilization and demobilization as defined in Item 6.

(c) Other Expenses

Travel expenses other than air transportation will be reviewed on a case by case basis by the Project Manager. Shipment of excess baggage of personal items is a personal expense and will not be reimbursed.

Interim Leaves shall be paid at 80 hours straight time with no uplifts over a minimum of 10 days leave.

Interim Leave starts the date of departure from the Assignment Location and includes travel time from and to the Assignment Location

Transportation to/from a designated leave departure point within the Assignment Location will be provided by WSLLC

Interim Leaves will not be accrued and therefore, shall either be observed or forfeited. In the event Interim Leave cannot be observed as a result of operational requirements, WSLLC employee shall be paid for Interim Leave denied due to operational requirements upon eligibility for Interim Leave.

For Interim Leave #1 and #2, WSLLC shall pay for actual cost of airfare not to exceed \$860.

Upon completion of 365 days, subcontractor employee shall be eligible for Interim Leave #3 and shall be provided the return portion of their mobilization ticket to the point of departure.

In the event a WSLLC employee elects to return to the Assignment after completion of R&R #3, upon mutual written agreement between KBRSI and WSLLC, WSLLC employee shall report to the Central Out-Processing Center in Houston, Texas for return deployment.

Labor:

R&Rs will be every 4 months for a total of three R&Rs per year. All R&Rs will be paid a total of 80 hours at straight time (no uplifts) over a minimum of 10 days leave. The R&Rs will not be accrued; therefore, they will either be observed or forfeited.

Airfare:

For R&Rs 1 and 2 (4 and 8 months), WSLLC will pay up to \$860 for airfare. For airfare over \$860, the delta will be payroll deducted from the employee. For tickets under the \$860 amount, the employee will not receive the difference. For R&R 3, the employee will be provided the return portion of their mobilization ticket to their point of origin. If the employee is eligible to sign a new contract and return after R&R #3, a new round-trip ticket will be purchased by WSLLC to the site.

9. Interim Leave

Interim Leave is time away from the project during the assignment period due to hardships, lack of amenities and cultural disorientation in the Assignment Location. Interim Leave is expected to be taken but is subject to project schedules and requires approval from your supervisor and the in-Country Project Manager. Interim Leave will not be approved unless the job assignment is expected to last for a period of at least 30 days beyond the qualification date. (This reference is not mentioned in the Task Order)

The following Interim Leave schedule will apply:

Interim Leave (R&R) is subject to project schedules. WSLLC shall obtain KBRSI written approval prior to scheduling/taking interim leave.

- 10 consecutive days upon completion of 120 days of assignment
- 10 consecutive days upon completion of 240 days of assignment
- 10 consecutive days upon completion of 365 days of assignment

The purpose of Interim leave is to provide rest and relaxation from work environment, thus maintaining operational effectiveness and optimum performance. Therefore, you are expected to adhere to the Interim Leave Schedule.

If you voluntarily decline to take Interim Leave before your next scheduled Interim Leave or Vacation, your Interim Leave is forfeited. You may not save Interim Leave to use in conjunction with another Interim Leave or annual Vacation entitlement.

Where Interim Leave cannot be taken as a result of a management decision to cover operational requirements, when you become eligible for your next Interim Leave, you will be paid for the untaken Interim Leave. On an exceptional basis, Interim Leave that is postponed due to operational requirements may be taken at a later time with the express written approval of the In Country Manager.

If granted, Interim Leave starts the date you depart the Assignment Location and includes travel time from and return to the Assignment Location. Transportation will be provided to and from a designated leave departure point within the Assignment Location. You will not be paid for unused Interim Leave. Payment for Interim Leave will only be made for days actually taken. Payment will occur only after the Interim Leave is completed.

While you are on an approved Interim Leave or Business Travel, Foreign Service Bonus and Work Area Differential if applicable will continue to apply to your Base Salary. Hazard pay will not be paid during the Interim Leave.

If you are required to travel to another location on business, that location will be paid during the first 40 hours of the workweek.

Standby time associated with an Interim Leave is allowed only at an approved point of departure and only if the approved departure point is distant and/or difficult to reach due to weather conditions or other unforeseen circumstances. Standby time must be authorized by the In-Country Project Manager and must not exceed 8 hours per day. If you are required to travel to another location on business, you will be paid for all hours worked at the standby location.

Employer will pay your airfare expenses for a scheduled Interim Leave or Business Travel. All Business Travel must be coordinated and paid for by the local project management office. Exceptions for payment of Business Travel by other than the local project management office require written approval.

10. Vacation Eligibility

Upon successful completion of 12 months of continuous service at the Assignment Location, WSLLC employees shall be awarded 7 calendar days vacation or 40 hours vacation pay. Vacation pay is not accrued but is awarded to the employee upon the completion of the one-year contract.

Vacations at locations eligible for hazard pay are prohibited unless approved in writing by WSLLC.

11. Emergency Leave

Emergency leave may be granted in the event of a serious health condition or death in your immediate family or your spouse's immediate family. For purposes of emergency leave, immediate family is defined as spouse, child, parent, grandparent, brother or sister (family members identified herein can include step relations).

Emergency leave must be authorized by the In-Country Project Manager, and the Human Resources Manager will coordinate such leave arrangements. The maximum you will be paid during any period of approved emergency leave is 40 hours straight time at the Base Salary rate only. The In-Country Project Manager may authorize additional leave days without pay, not to exceed 30 days.

In the event of an emergency, your family members should notify the nearest Red Cross agency, and request the Red Cross agency to notify the Wackenhut Services office in Washington, DC who, in turn, will notify the Human Resources Director.

Employer will provide you with a roundtrip airline ticket to the commercial airport closest to the point of the emergency or Point of Origin.

Proper documentation, such as a copy of a death certificate or a physician's statement, is required for reimbursement of authorized travel expenses and emergency leave with pay.

Emergency leave in excess of 7 consecutive days shall not be reimbursable.

12. **Leave Without Pay**

The In-Country Project Manager may approve leave without pay in the event of a non-life-threatening situation involving a family member or for other personal reasons requiring your absence from the Assignment Location for a limited period of time, not to exceed 30 days. All expenses will be at your cost. You will be paid only for actual hours worked on day of your departure and day of return to the Assignment Location.

13. **Physical Examination**

You represent that you are physically capable of performing the work for which you are employed at the Assignment Location.

During the term of employment, you agree, when and if required by Employer, to submit to a physical examination by a representative designated by Employer and at Employer's expense. At Employer's direction, you agree to submit to a post assignment physical at the completion of your assignment. The physical examination may include a substance abuse test. You expressly authorize the examining representative to furnish those findings to Employer.

Your employment is contingent upon your passing the pre-deployment physical and health examinations (including, but not limited to, tests for controlled substances), and obtaining immunizations required by Employer. In the event any such physical examination causes Employer to determine, in good faith, that you are not able to satisfactorily perform the job for which you are hired or that medical facilities at the Assignment Location are inadequate to provide you with the necessary medical care, Employer may, at its option, terminate this Agreement.

During the assignment period, you agree to cooperate in random or post-accident substance abuse testing and/or other testing for drugs or alcohol as requested by Employer.

You agree to submit to such vaccinations and immunizations as may be required by Employer, to be administered at such time, places and by such qualified medical practitioners as determined by Employer.

14. **Sickness, Injury, or Accident**

Should your health become impaired by reason of injuries or illness, through no fault of yours, and it results in your termination of employment, you will be returned to the Point of Origin at Employer's expense. In that event, all further obligations of Employer shall cease, except with respect to the payment of insurance, if applicable, and any earned but unpaid compensation and Interim Leave.

Should you become impaired as the result of injuries or illness resulting, in whole or in part, from your negligence, Employer may terminate your employment for cause.

During the term of employment, you will be entitled to medical care at U.S. medical treatment facilities at the Assignment Location or elsewhere within the Area of Operations as authorized by the U.S. Army's Central Command.

15. Employee Inventions

Patent Rights, Inventions, Modifications, Improvements

(a) You agree to assign to Employer or its designees the following:

(i) Title to all inventions, developments or improvements, whether patentable or not, made, developed or conceived or first actually reduced to practice by you, alone or jointly with others, in the scope of your employment;

(ii) The right to file and prosecute patent applications on such inventions, developments or improvements in any and all countries; and

(iii) The patent applications filed and patents issuing thereon.

(b) You agree to disclose promptly and fully all such inventions to Employer and to assist Employer in every proper way (entirely at its own expense) to obtain and protect patents thereon in any or all countries. Such inventions shall be the property of Employer whether patented or not.

(c) You agree to cooperate and provide full and complete assistance to enable Employer to obtain any patent under conditions set forth herein, including execution of such papers or documents which Employer or those deriving right therefrom, may reasonably require.

(d) You represent that the inventions, if any, described in the accompanying papers comprise all the unpatented inventions, developments or improvements which were made or conceived or prior to your Date of Hire. You must list all such items which you wish to be excluded as follows:

(i) Number of inventions, developments or improvements to be excluded _____. (If there are no unpatented inventions, developments or improvements write "none.")

(ii) Number of pages of description and drawings and/or reproductions attached _____. (Description of invention(s) shall include title, purpose of invention, mode of operation, drawings, if any, and/or such other information as may be necessary to identify the excluded invention, developments, or improvements.)

Copyrights

In consideration of employment with Employer, you agree to provide a royalty-free, non-exclusive and irrevocable license to sell, reproduce, translate, publish, use and dispose of all copyrighted or copyrightable material produced or composed during your term of employment, conceived by you, alone or jointly with others, which was produced or originated:

(a) At the specific request of Employer;

(b) As a result of your employment and/or duties;

(b) With use of time and material furnished by Employer.

16. Special Obligations of Employee

(a) Security

You must comply with all security requirements of Employer and the U.S. Government. If U.S. Government or other personnel provide you access to any classified or sensitive information in error, you will report such occurrence to the In Country Security Manager immediately and cooperate in any investigation arising out of such occurrence. You must keep confidential all information, materials, documents and data furnished by Employer or U.S. Government.

(b) Searches and Inspections

Employer reserves the right, with or without notice, to conduct searches or inspections of your personal belongings, living quarters, vehicle(s) or work area.

(c) Responsibility for Property

Employer assumes no responsibility for loss of or damage to your personal belongings.

(d) Direct Deposit

As a condition of employment, you agree to establish and maintain an automated direct deposit capability with a banking institution for direct deposit of monies earned.

(e) Data and Documents

You agree to furnish any data and documents required by Employer for purposes of verification of statistics, national security, health, immigration or otherwise

necessary or convenient with respect to any matter connected with your employment.

17. Standards of Conduct

You must observe the standards of conduct and other requirements of the WSI Code of Business Conduct in effect at your Date of Hire and as updated periodically, whether or not the law also imposes these standards and requirements.

In addition, the following standards for personal conduct are conditions of employment. Employer also requires compliance with regulations placed upon it from time to time by the U.S. Government, foreign government, and State and Local authorities. Accordingly, Employer may amend these standards of conduct, or may establish additional standards of conduct in the future. You are also required to comply with all Corporate Policies including all Project or Work Location Policies.

Actions that may require discipline or discharge include, but are not limited to, the following:

(a) Insubordination

Failure or unreasonable delays in carrying out instructions given by superiors or managers; disrespect for those persons in positions of authority.

(b) Misconduct

Fighting, threatening or inflicting bodily harm on another person; gambling; committing immoral acts or using abusive language; displaying or distributing lewd or obscene pictures or other materials; unauthorized possession or movement of Employer or Client property; engaging in any activity which conflicts with the interest of Employer or Client or in a manner which brings discredit or embarrassment on the Employer or Client.

(c) Violations Involving Alcohol or Controlled Substances

Unauthorized possession or use, or being under the influence of a controlled substance (including narcotics and marijuana) while on duty or while on Employer or Client premises at any time; consumption or unauthorized possession of alcohol while on duty or on the work site, or having a detectable level of controlled substances, including alcohol, in the body while on duty or at the work site; refusing to submit to a drug or alcohol test if requested to do so; being at work under the influence of alcohol, resulting in the inability to

perform work in a safe, productive, or professional manner; being in a physical condition which creates a risk of impairment to your professional judgment or to the safety and well being of yourself or others, to the Client, or to Employer or Client property; being drunk or under the influence of alcohol and/or drugs and behaving in such a manner off the job where Employer's reputation could be damaged.

Alcoholic beverages may never be kept or consumed on any military camp or facility unless authorized in writing by the senior military commander.

(d) Theft or Pilfering

Taking, possessing or tampering with Employer or Client property or records without proper authority.

(e) Fraud, Dishonesty, or Abuse of Employer

Misuse or abuse of Employer policies such as excused absences, leaves of absence or sick leave; falsification of time card or Employer expense report, failing to give complete or accurate information for personnel and/or security records; intentionally making false statements, either oral or written, about yourself, Employer, Client, other employees, supervisors, or work situations; falsely claiming personal injury/illness as work-related in order to obtain worker's compensation or other employment benefits; misuse of Employer or Client-controlled funds.

(f) Misuse of Time

Neglect of duty; failure to perform work at an acceptable standard; interfering with the work of other employees; sleeping or deliberate acts of inattention on duty; failure to return to duty promptly at the end of specified or established break periods; unauthorized sale of articles or services, unauthorized distribution or posting of literature, canvassing, polling or petitioning; conducting personal business on Employer time.

(g) Malicious or Negligent Destruction of Property

Willful, malicious or negligent destruction of or damage to Employer or Client property, or destruction of or damage to property resulting from your failure to use proper procedures and/or equipment.

(h) Health/Safety Violations

Failure to observe required health and safety practices and regulations; endangering the health and safety of yourself or other employees; committing unsafe acts such as loitering in or around aircraft/missiles or other heavy equipment during fueling or servicing; smoking in smoke restricted areas.

(i) Security Matters

Loss or mishandling, deliberately or otherwise, of classified, proprietary or trade secret documents or confidential information; discussion of classified or sensitive matters with unauthorized persons or in public places; misuse of Employer or other official identification including automobile decals or Employee Identification badges; unauthorized possession and/or use of weapons, ammunition, explosives, unexploded ordinance/ residue; cameras or film; entering or assisting others to enter restricted or closed areas without proper authorization; denial, suspension or revocation of a security clearance; failure to report the occurrence of any unusual incidents which could adversely affect Employer or Client; wearing of Employer identification badges outside work locations requiring such identification, except while commuting directly between work location or between residence and work location; using the badge for reasons other than in connection with work assignment or as otherwise authorized by Employer; failure or refusal to comply with Security instruction/direction during Lockdown and/or security situation; failure or refusal to properly display employee identification and/or present identification upon request by an Employer or Client Security Officer and/or other Employer representatives acting in their official capacity.

(j) Absenteeism

Unauthorized absence from work or failure to return to work promptly upon expiration of leave or vacation.

(k) Tardiness

Excessive failure to be present at the scheduled report time for the start of a work shift or when work assignments are being issued.

(l) Leaving Assigned Work Area

Leaving the assigned work area (except in cases of emergency) without prior supervisory approval.

(m) Illegal Actions

Violation of a public law or regulation or commission of a criminal offense (to include Host Nation Laws), including, but not limited to, any violation committed while operating an Employer or Client motor vehicle while not possessing a valid operator's license; unauthorized operation of Government or Contractor Acquired/Government Owned (CAGO) vehicle for personal reasons; trafficking in narcotics, drugs, marijuana or other controlled substances; trafficking in black market goods, currency, and/or services; payment or acceptance of gratuities, kick-backs or bribes.

(n) Sexual Harassment

Sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that is unwelcome or that creates an intimidating, hostile, or offensive work environment. Sexual harassment also occurs if submission to the conduct is either an explicit or implied condition of employment or if submission to or rejection of the conduct is used as the basis for employment decisions.

(o) Discrimination

Unlawful discrimination, harassment, or other disparaging activity, such as slurs or gestures, based on race, religion, age, sex, sexual orientation, national origin, disability or veteran's status.

(p) Prohibited Personal Relationships

Being involved in a sexual or romantic relationship with another employee who is within the chain of command or sphere of influence or with an employee of a client, customer, subcontractor, or vendor when that employee has the capacity to directly influence the business relationship.

(q) Other Violations

Any other acts or failure to act in a responsible, reasonable manner which reflects upon your fitness for the job and/or which adversely affects Employer's reputation or conflicts with the interests of Employer or Client, including such things as drinking intoxicants in public while wearing Employer provided or prescribed

uniform; untidy or improper appearance; failure to wear Employer uniforms when required; involvement in preventable accidents involving Client or Employer owned or leased vehicles or equipment; failure to report an accident and/or damage to property or injury to other individuals; obstructing or delaying a properly authorized inquiry or investigation conducted by representatives of Employer or Client; or refusal to perform any and all requirements of the assigned job.

18. Settlement of Personal Affairs

Should you depart from the Assignment Location without settling your affairs, or should you become so physically or mentally disabled as to be incapable of handling your personal affairs, you hereby authorize Employer to settle your affairs to the extent Employer deems necessary and/or appropriate under the circumstances. You further authorize Employer to payroll deduct such expenses from any sums due.

In the event of your death while outside your country of citizenship during the term of this Agreement, Employer is authorized to make appropriate disposition of your body and personal effects in accordance with your wishes, or instructions from next of kin and/or family members. Costs associated with disposition and transportation of remains to point of interment will be borne by Employer. It is understood Employer will make every reasonable effort to follow instructions of your next of kin if possible.

19. Assignment of This Agreement

Employer may, in its sole and absolute discretion, assign all rights and obligations of Employer to any parent, subsidiary, affiliate or joint venture of Employer engaged in the same or similar work contemplated under this Agreement.

20. Personal Goods

Your personal goods transported during travel are restricted to weight and size limitations as defined by the authorized carrier. Unless authorized in writing by Employer, any additional charges for transport of your goods will be your responsibility. Employer assumes no responsibility for loss of or damage to your personal belongings. Where excess baggage is required to be transported by employee in connection with the assignment, Employer will pay excess baggage charges.

21. Representations

You represent that you have familiarized yourself with conditions existing at the Assignment Location, including those pertaining to health, economics, legal, political and religious condition, and that this Agreement is entered into with full knowledge of such conditions. You agree to become familiar with the rules, regulations, laws, policies, customs and traditions at the Assignment Location and acknowledge their applicability to your employment. Employer will, however, make available to you information it has available on working conditions and other matters of interest.

Employer undertakes no responsibility for providing housing, transportation or medical care to you other than as set forth herein.

You represent and warrant to Employer that: (a) all information provided by you with respect to your obtain employment is true and accurate to the best of your knowledge; (b) you are fully qualified by virtue of your education and experience to perform all duties of your assignment; (c) you will perform such duties to the best of your ability; and (d) you have read this Agreement and agree to comply with all the provisions, terms and conditions contained herein. You further represent and warrant that neither the execution of this Agreement nor the performance of the services contemplated hereunder will violate the terms of any understanding, agreement or order between you and any other party or create or appear to create a conflict of interest between you and any other party.

You agree that unless you have prior written consent from Employer, you will not disclose or use at any time, either during or subsequent to your employment, any secret, proprietary or confidential information, whether patentable or not, of Employer or the Client, of which you become informed during employment, whether or not developed by you, except as required in your duties for Employer or the Client.

Upon termination of your employment, you agree to deliver promptly to Employer all company property issued to perform work, all records, films, tapes, discs, drawings, blueprints, manuals, letters, notes, notebooks, documents, reports, electronic data and copies thereof, and all materials of a secret, confidential, proprietary or trade secret nature relating to Employer's business and which are in your possession or under your control. You agree to maintain the confidentiality of such materials thereafter.

22. Employer Required Documents

Before departure from your Point of Origin, you will, at Employer's expense, obtain necessary permits and clearances required for work in the Assignment Location. Fees for obtaining the necessary documents will be paid by Employer, or you will be reimbursed for these expenses upon presentation of written evidence of payment, as required by Employer. To the extent possible, Employer will assist you in obtaining the documents; however, it remains your sole responsibility to obtain the necessary documents.

23. Qualifications, Reclassification

You represent that you are technically and/or professionally qualified without further training or experience to perform the duties and responsibilities applicable to the work classification for which you have been employed as stated herein; that you have such licenses, certificates and credentials as are required or customary for performance of the job for which you are assigned/hired; and that you will accept work assignments at any location within the Area of Operations as may be assigned by Employer, at the time and on such shifts as designated by Employer. In the event that Employer requires you to render services in a job classification other than that for which you were assigned/hired, you agree to perform such work in such classification to the best of your ability at the rate specified in this Agreement.

24. Date of Hire

The date of assignment for the purposes of this Agreement shall be the date that you or your agent depart for this assignment.

25. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

26. Governing Law

This Agreement is formed in the State of Florida, and shall be governed by and construed in accordance with the laws of the State of Florida; except that with respect to all matters or disputes related to the validity or enforceability of provision 28, below, all issues shall be governed by and construed in accordance with the Federal Arbitration Act.

27. Claims/Disputes

In consideration of your employment, you agree that your assignment, job or compensation can be terminated with or without cause, with or without notice at any time at your option or at Employer's option. You also agree that you will be bound by and accept as a condition of your employment the terms of the Wackenhut Dispute Resolution Program which are herein incorporated by reference. You understand that the Dispute Resolution Program requires, as its last step, that any and all claims that you might have against Employer related to your employment, including your termination, and any and all personal injury claim arising in the workplace, you have against other parent or affiliate of Employer, must be submitted to binding arbitration instead of to the court system.

It is expressly understood that, in the case of any controversy described above, all parent, subsidiary and affiliate or associated corporations of Employer, and of their officers, directors, employees, insurers and agents are third party beneficiaries to this provision and are entitled to invoke, enforce and participate in arbitration pursuant to this provision.

Should any party refuse to arbitrate or refuse to cooperate in arbitration, the remaining party or parties may proceed with arbitration in the absence of the party so refusing. Notices in respect to arbitration may be transmitted by any reasonable means calculated to convey actual knowledge of the unresolved matter or dispute. With respect to Employer and any affiliated companies, notice by registered mail shall be deemed reasonable and sufficient when mailed to:

Dispute Resolution Program Administrator
Wackenhut Services, LLC
7121 Fairway Drive, Suite 301
Tampa, FL 33618

Employee's Initials _____

28. Group Insurance and Other Benefits

You acknowledge that you have been briefed and understand the available group insurance plans and the terms and conditions of other benefit programs available from the Employer.

You understand that if you are assigned to certain overseas projects, you may be required to enroll yourself

and eligible family members in appropriate group insurance plans offered by Employer.

Employee's Initials _____

29. Agreement and Release:

You agree that any baggage, personal effects that are left on the premises or in the care and/or custody of Employer after your termination of employment shall be deemed abandoned 30 days from the date of such termination, unless you specifically advise Employer to the contrary, in writing, within such period. Should you fail to remove personal property within 30 days of termination or within 30 days after giving such notice, you authorize Employer to sell the same as agent and remit the proceeds to the last known address, less the cost and/or expense incidental to the storage and sale.

Employee's Initials _____

30. Termination

If for any reason, your employment is terminated, you agree to complete the required out-processing procedure that includes the signing of exit documents and the return of all badges, vehicle stickers, employee identification cards, tools, books, supplies, money, and any other property issued to you.

Employee's Initials _____

31. Conformance with Code of Business Conduct

You specifically acknowledge and agree that you have been provided a copy of the WSLLC Code of Business Conduct, and that you are responsible for reading it in its entirety and complying with the provisions contained therein and any future updates to the Code of Business Conduct, copies of which will be provided by the local Human Resources Department. Furthermore, you acknowledge that you have been specifically briefed and understand the Employer's policy on equal employment opportunity, including the prohibition against sexual harassment and discrimination or harassment based on race, sex or sexual orientation, national origin, age, disability or veteran status.

Employee's Initials _____

32. Repayment

You agree that you may be discharged without notice. You agree that if the cause for your discharge involves monetary or material loss to Employer, or the serious potential for such loss, Employer may withhold all compensation due you, to the fullest extent permitted by law, until restitution has been made.

Employee's Initials _____

33. Modification in Writing

No modifications to this Agreement are effective unless in writing, signed by you and the Project General Manager or his designee. This Agreement supersedes any and all prior understandings, promises, or agreements of any kind, whether oral or written, except special commitments and/or agreements approved by management as stated below.

34. Special Provisions

35. Additional Employment Year (s)

(a) Additional Employment Year Requirements

The employee must adhere to _____ of the employment agreement as well as meeting the following requirements.

Your employment for an additional year is contingent upon your _____ deployment physical, and health examinations (including, but not limited to, tests for controlled substances), _____ as well as a physical agility test given by a designated WSI employee. You will also have to attend an _____ NBC Training refresher course and must possess a government ID badge and hold a valid US passport for the entire new contract year.

(b) Additional Year Qualifications

Continued employment will be offered upon evaluation of your job performance (as defined by performance criteria included in the WSI Employee Handbook) and disciplinary record for the prior contract year. You must volunteer for the additional year by submitting your name for consideration to the WSI HR Director in Iraq prior to the completion of your current contract. You must possess approved DOD (Department of Defense) firefighting certifications to be eligible for continued employment after the _____ contract year. You will only be eligible for the positions to which you hold DOD firefighting certifications.

(c) Additional Employment Year Benefits

You will be eligible to receive all benefits as stated by this employment agreement with the following additions.

You will be offered _____ to thirty days LWOP between the end of the current contract year and deployment for the new contract year. The maximum of thirty days LWOP will be added to your 3rd R&R (10 days) and 40 hours of vacation time awarded at the completion of the current contract year for a total of forty-seven (47) days. Time between contracts cannot exceed forty-seven days to be considered as continued employment. All payroll assignments, including but not limited to child support, _____ paid through the WSI payroll department will be the responsibility of the employee during the 30 days LWOP. Insurance coverage will continue uninterrupted and the additional cost recouped from the employee's pay.

Prior to the start of the new contract year, your certifications and performance record will be evaluated and considered for promotional opportunities.

Unless limited by operational requirements, you will also have the opportunity to obtain two additional certifications at the expense of the Employer. These courses must be approved by the Program Manager's office and offered through the WSI Training Program.

Your pay will begin upon your first day of In-Processing in Houston, Texas. You will be paid 8 hours a day at your base salary rate for a maximum total of 40 hours.

35. Understanding of Terms

You acknowledge that you have read this Employment Agreement, and fully understand, agree, and consent to the terms and conditions of this Agreement.

Executed at _____, this _____ day of _____, and effective as of _____.

ACCEPTED

Employee: _____

Social Security Number: _____

Date: _____

Wackenhut Services, LLC

By _____

For

Title **Director, Human Resources**

Date:

SAMPLE

Exhibit B
to proposed Fifth Amended
Demand for Arbitration Before JAMS

Wackenhut Dispute Resolution Program

What happens if I file a lawsuit against KBR?

If you're covered by the DRP and you file a lawsuit, KBR attorneys will go before the judge, tell the judge about the DRP, and ask that the case be dismissed and sent back to the program. Filing a lawsuit only delays the resolution that could be reached more quickly through one of the DRP roads to resolution.

What can I do to seek relief if I believe my legally protected rights have been violated?

Your first step should be to call the DRP Hotline to discuss all your options with an ombudsman. If the issue can't be resolved internally, you may request mediation or arbitration, or you may request a legal consultation through the Legal Assistance Plan, using any attorney you choose. You will need to pay a \$50 fee to start the mediation or arbitration process.

Will I still be able to go to the Equal Employment Opportunity Commission (EEOC) or the National Labor Relations Board (NLRB)?

Yes. The DRP applies to relief you may seek personally through the courts for a workplace dispute. You are still free to consult the appropriate state Human Rights Commission, the EEOC, the NLRB or any other government regulatory agency regarding your workplace problem. Of course, we hope you'll feel the DRP is so effective you won't need to go anywhere else.

Who Is Covered

Most of the people working for KBR companies are covered by the DRP.

The only employees not covered are:

- Those working outside the United States and not governed by U.S. laws; and
- Those who are covered by a collective bargaining agreement that does not include the DRP.

Unless the specific exceptions noted above apply to you, you're automatically covered (No signature is required.) if you:

- Accept employment with KBR;
- Continue your current employment after the effective date of the DRP's adoption by your business group; or
- Have been covered under a previous version of the DRP.

To Start Down The Road to Resolution,

Contact the Dispute Resolution Program:

- CONFIDENTIAL HOTLINE: 800.947.7658 or 713.753.5383.
- Email: FHODRRP - KBR Dispute Resolution or resource.hou.FHODRRP@Halliburton.com. Please note that there is no guarantee of confidentiality with email.
- Confidential fax: 713.753.3384.

If an employee accepts or continues employment with any Halliburton company, the employee and Halliburton thereby agree to all provisions of the Dispute Resolution Program. This includes the requirement that any legal dispute not resolved through options 1, 2 or 3 be submitted to final and binding arbitration rather than through the courts or to a jury. This agreement covers any workplace dispute including claims of discrimination based on race, national origin, gender, religion, age or disability under any federal or state civil rights statute.

Una version en español de este folleto está a su disposición si la solicita. Póngase en contacto con el oficial del Dispute Resolution Program o marque la línea abierta al 1.800.947.7658.

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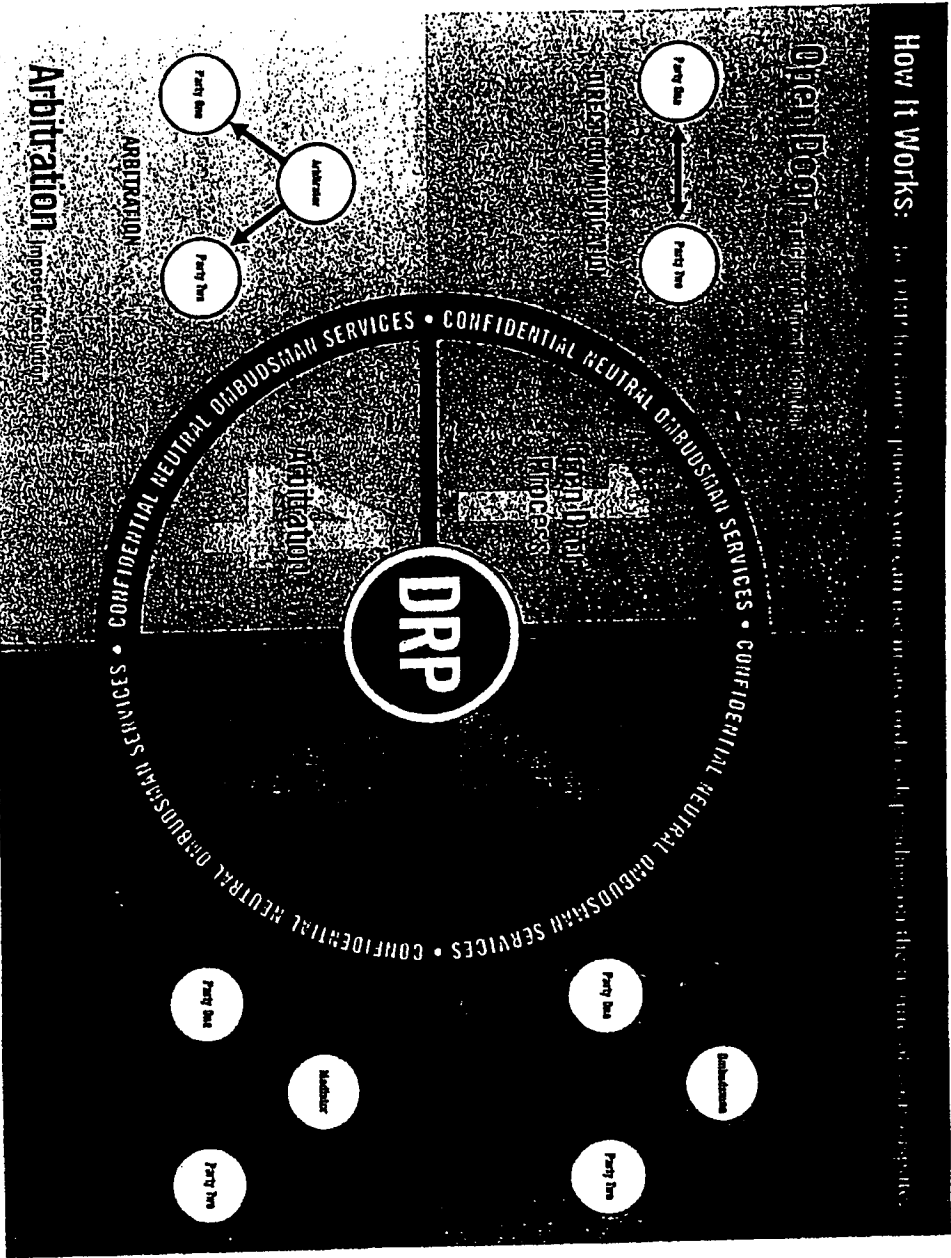
the road to resolution

OPTIONS FOR RESOLUTION

If you have a work-related problem you can't resolve on your own, or if you're responsible for handling or responding to employee concerns and would like assistance, KBR has a program that can put you on the road to resolution. It's called the Dispute Resolution Program (DRP). Its purpose is to give you flexible options for airing and settling almost every kind of workplace conflict - from minor everyday misunderstandings to violations of legally protected rights. The goal of the DRP is to resolve disputes as quickly as possible and at the lowest possible level of the organization.

How It Works:

Employees can use the Open Door process to resolve workplace disputes. You can refer to our website for more information on the Open Door process.



Questions and Answers

Who uses the *DRP* and for what kinds of problems?

All levels of employees can and do use the *DRP*. You can resolve concerns about termination, conflicts with a coworker, retaliation for raising a concern or complaint, disciplinary or supervisory issues, safety concerns, discrimination, racial or sexual harassment, unfair treatment and morale on the job, to name just a few.

What's the *DRP* Hotline?

The *DRP* Hotline is a dedicated phone line that puts you directly in touch with a trained ombudsman. You can get free, expert and confidential advice. You can call the *DRP* Hotline at 800.947.7658 or 713.753.5383. You don't need to give your name to get help. You may remain anonymous and just ask questions, or, you may wish to give your name, discuss all the details of your situation and be coached through the Open Door process. If, and how, you use the *DRP* Hotline is entirely up to you.

What's an *Ombudsman*?

An ombudsman is a trained professional who operates under a professional code of ethics designed to ensure independence, confidentiality and neutrality. Ombudsmen can answer your questions, act as go-betweens, review your options, get the facts, help you "open doors," refer you to other resources and help you help yourself.

What if my supervisor makes work difficult for me after I bring my dispute to the *DRP*?

The Company forbids retaliation for using the *DRP*. If you feel someone is retaliating against you for using any of the options of the Program, contact a higher level of supervision, the *DRP* Hotline or an ombudsman for independent and confidential advice.

OPEN DOOR (1)

We encourage people to use this option first, because it provides immediate access to all levels of management. You may also call the *DRP* Hotline for assistance from an ombudsman, or contact your Human Resources or Employee Relations Department for advice or to request an investigation.

INTERNAL CONFERENCE (2)

Provides a setting for you to discuss your concerns with an ombudsman and a Company representative. You might resolve the issue at this level, Door or decide you want a neutral person to help you find a mutually agreeable solution through an internal mediation process. However, you can still go directly outside to mediation or arbitration if your dispute concerns your legally protected rights.

MEDIATION (3)

This gives you the opportunity to resolve your problem with assistance from a trained, independent mediator from outside the Company. The mediator makes suggestions for resolutions, but doesn't decide how you'll resolve the dispute... that's up to you and the Company.

ARBITRATION (4)

A process in which you and the Company present your dispute to a neutral third party, an arbitrator, for a final and binding decision. The arbitrator makes a decision after both sides present their arguments. The arbitrator can award any remedy you might receive in a court of law. The *DRP* uses three outside organizations that provide professional mediators and arbitrators.