

**AMERICAN ARBITRATION ASSOCIATION
EMPLOYMENT ARBITRATION TRIBUNAL**

In the Matter of the Arbitration between

Re: Case Number: 01-15-0004-1074

Keith Gilbert

-vs-

Baker Hughes Incorporated

Final Award

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the personnel manual or employment agreement entered into by the above-named parties, and having been duly sworn, and having duly heard the proofs and allegations of the Parties, and having previously rendered an Interim Award dated June 29, 2016, do hereby, AWARD, as follows:

For the reasons outlined in the Interim Award, I find in favor of Claimant Keith Gilbert.

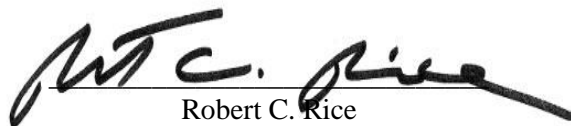
Prior to the final hearing the parties agreed to bifurcate the proceedings, with attorneys' fees to be decided after a decision on the liability issues. The Interim Award set a schedule for the submission of any application for attorneys' fees. Neither party has submitted an application for attorneys' fees. I therefore decline to award attorneys' fees.

Final award

1. I award Mr. Gilbert the sum of \$65,063.17, which shall be paid by Respondent Baker Hughes International.
2. No application for attorneys' fees having been submitted, no attorneys' fees are awarded.
3. The fees of the Association totaling \$1,550.00, and the fees and expenses of the Arbitrator totaling \$15,777.50, shall be borne by Respondent Baker Hughes International. Therefore, Respondent Baker Hughes International shall reimburse Claimant Keith Gilbert the sum of \$9,438.75, representing that portion of said fees and expenses in excess of the apportioned costs previously incurred by Claimant Keith Gilbert.

This is a final award, and is intended to dispose of all claims and defenses. All relief not expressly granted, is denied.

Signed: August 22, 2016


Robert C. Rice
Arbitrator