

Arbitration Matter between:

John Grabowski, et al.

Claimants,

v.

Wackenhut Services, LLC,

Respondent.

JAMS Reference Number: 090806B

CLASS ACTION

(Fourth 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 Penn (“Penn”), Donald Peters (“Peters”), Lawrence Julian Rucker (“Rucker”), David Shinault (“DShinault”), Donald Shinault, Jr. (“ShinaultJr”), Jeff Shults (“Shults”), 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 Respondent, Wackenhut Services, LLC (“Wackenhut”). In this action, Class Claimants assert claims for breach of contract and unpaid wages and, in the alternative, *quantum meruit*, against Wackenhut, pursuant to identical or nearly identical employment agreements between Class Claimants and Wackenhut. The employment agreements of Bender, Cox,

Gerrard, Grabowski, Larrow, Marra, Parent, Penn and Taylor are attached hereto as Exhibits A, B, C, D, E, F, G, H and I, respectively.

General Allegations

1. This is a Class Action for monetary damages and equitable relief, including but not limited to declaratory relief.

2. Wackenhut is a limited liability company with its principal place of business in Palm Beach Gardens, Florida.

3. During the relevant time period, Wackenhut employed Class Claimants pursuant to employment agreements to perform firefighting and other services in Iraq in accordance with Wackenhut'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.

4. Class Claimant Grabowski was employed by Wackenhut in Iraq from approximately August 24, 2004, through May 9, 2005. Grabowski was based in Tikrit and in Al Taqaddum.

5. Class Claimant Ancrum was employed by Wackenhut in Iraq from approximately January 17, 2005, through May 14, 2005. Ancrum was based at Camp Taji, North of Baghdad.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. Paragraph 27 of the employment agreements between Class Claimants and Wackenhut 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 J.

29. 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.

30. 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

31. 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.

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

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

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

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

36. Class Claimants allege that Wackenhut has 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.

37. 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

38. Class Claimants incorporate by reference the allegations set forth in paragraphs 1 through 37 as if fully restated herein.

39. This is a Class Action for damages and equitable relief for breach of contract, including but not limited to declaratory relief.

40. Wackenhut entered into employment agreements with Class Claimants.

41. Wackenhut breached its employment agreements with Class Claimants by failing and refusing to pay Class Claimants compensation it owed to them. The rate of pay applicable to this unpaid compensation is provided in the Class Claimants' employment agreements. Class Claimants are entitled to the contractual rate of pay multiplied by all of the hours they worked for Wackenhut for which they were not compensated.

42. Class Claimants suffered damages as a result of Wackenhut's breach of their employment agreements.

43. 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 has breached its employment agreements with Class Claimants, and all other relief the Arbitrator deems just and proper.

COUNT II: QUANTUM MERUIT

44. Class Claimants incorporate by reference the allegations set forth in paragraphs 1 through 37 as if fully restated herein.

45. Count II is an alternative Class Action for damages and equitable relief, including but not limited to declaratory relief, based on *quantum meruit*.

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

47. Wackenhut and KBR received the benefit of the services performed by Class Claimants in Iraq.

48. Wackenhut 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 for Wackenhut and KBR.

49. 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 worked for Wackenhut 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 failed to pay Class Claimants for firefighting and other services they performed, and all other relief the Arbitrator deems just and proper.

Respectfully submitted,



Cynthia N. Sass, Esquire
Florida Bar No. 0691320
Janet E. Wise, Esquire
Florida Bar No. 0964654
Law Offices of Cynthia N. Sass, P.A.
601 West Dr. Martin Luther King, Jr. Blvd
Tampa, Florida 33603
Telephone: (813) 251-5599
Facsimile: (813) 259-9797
E-mail: CSass@SassLawFirm.com
Attorneys for Claimants


CERTIFICATE OF SERVICE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, Cynthia N. Sass, do hereby certify that on July 27, 2007, a true and correct copy of the foregoing was forwarded by email, facsimile, and Federal Express as indicated to:

Karen Lucarelli, Case Manager
JAMS Atlanta Office, Suite 640
1110 Peachtree Street NE
Atlanta, GA 30303
By email: klucarelli@jamsatlanta.com
By FedEx: Original and 1 copy – one for Arbitrator
By facsimile to (404)974-9827

Henry Morris, Jr., Esquire
Nancy S. Heermans, Esquire
Arent Fox, PLLC
1050 Connecticut Avenue NW
Washington, DC 20036-5339
By email: Morris.Henry@arentfox.com and heermans.nancy@arentfox.com
By U.S. Mail: 1 copy
By facsimile to (202)857-6395



Cynthia N. Sass, Esquire