

Before JAMS  
Atlanta, Georgia, Resolution Center

Arbitration Matter between:

John Grabowski, et al.,

Claimants,

v.

Wackenhut Services, LLC,

Respondent.

JAMS Reference Number: 090806B

### **NOTICE OF CLASS ARBITRATION**

**To:** All employees hired by Wackenhut Services, LLC before February 27, 2006, as “firefighters” who were subject to an Employment Agreement to perform firefighting and other services in Iraq.

**THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS.  
PLEASE READ THIS ENTIRE NOTICE CAREFULLY.**

**IF YOU DO NOT REQUEST TO BE EXCLUDED FROM THE CLASS,  
AS DESCRIBED BELOW, YOU WILL BE BOUND BY THE  
DECISIONS AND OUTCOME OF THIS ARBITRATION.**

**(1) The Nature of the Action.**

The purpose of this Notice is to inform you of a class action arbitration that is now pending before JAMS. (JAMS is a company that provides arbitration services.) In arbitration, the Arbitrator renders a decision at the end of an arbitration hearing. That decision is final and binding on all parties, including members of a certified class who have not asked to be excluded, subject only to very limited court review. In other words, the Arbitrator will make a final decision regarding who will win this arbitration (instead of a court or a jury deciding who will win). And if the firefighters win, the Arbitrator will also decide how much money or other relief the firefighters will receive.

By decision dated August 16, 2007, the Arbitrator certified this arbitration (the “Action”) to proceed as a class action. The Class certified by the Arbitrator is identified below.

**(2) The Definition of the Class Certified.**

The Class consists of: All employees hired by Wackenhut Services, LLC before February 27, 2006, as “firefighters” who were subject to an Employment Agreement to perform firefighting and other services in Iraq.

**(3) The Class Claims.**

In the Action, the Class Representatives allege that Wackenhut Services, LLC (“Wackenhut, LLC”) failed to pay the firefighters for all hours worked or failed to compensate the firefighters for all firefighting and other services provided to Wackenhut, LLC in Iraq. Wackenhut, LLC denies that it owes any additional compensation to the firefighters. The Arbitrator has not yet decided if the allegations of the Class Representatives have merit or if the firefighters will receive any additional money or other relief from Wackenhut, LLC.

**(4) Your Rights as a Class Member.**

If you were or are an employee hired by Wackenhut, LLC before February 27, 2006, as a firefighter subject to an Employment Agreement to perform firefighting and other services in Iraq, you may participate in this Action or you may exclude yourself from the Class. This is a decision that you must make now.

**IF YOU CHOOSE TO REMAIN A CLASS MEMBER,  
YOU DO NOT NEED TO DO ANYTHING AT THIS TIME.**

**IF YOU DO NOTHING, YOU WILL AUTOMATICALLY BE  
INCLUDED IN THE CLASS.**

**If you choose to remain in the Class:**

- You will be bound by all orders and judgments in this Action, win or lose. You will share in any money or other relief that the Class Representatives obtain by winning or settling this Action. Also, as a Class member, you will be bound by any favorable or unfavorable judgment, award, release, settlement or other ruling in this Action.
- You will not individually have to pay the fees of Counsel for the Class. Counsel for the Class has agreed to represent the Class on a contingent basis, which means Counsel for the Class will be entitled to fees only if the Counsel for the Class succeeds in obtaining money or other relief from Wackenhut, LLC. Any attorneys’ fees will be awarded by the Arbitrator to Counsel for the Class on the basis of any settlement or award Counsel may obtain on behalf of the Class.
- You may participate in the Action through your own attorney, if you so desire.
- You may attend hearings regarding the Action, if you so desire.
- Wackenhut Services, LLC, has stated that it will not retaliate against any employee or former employee for his or her involvement in the class action arbitration.

**If you want to pursue a claim on your own outside of the Class Action:**

- And that claim arises from the facts alleged in this Action, then you must complete and submit a written request for exclusion from the Class, as described below. If you remain in the Class, you will not be allowed to sue for any individual claims that arise from the facts alleged in this Action.

**If you choose to be excluded from the Class:**

- You must submit a written request for exclusion that includes your name and address. In your request for exclusion you should state: “I wish to be excluded from the class,” or similar words. You must sign and date the request for exclusion.

Alternatively, you may fill out and send in the attached form to exclude yourself from the Class. Your mailed request for exclusion must be postmarked no later than March 28, 2008. It must be mailed to:

Grabowski v. Wackenhut Services, LLC Class Action  
c/o Rust Consulting, Inc.  
P.O. Box 28  
Minneapolis, MN 55440-0028

- You will not be part of this Action. You will not be bound by any decisions of the Arbitrator in this Action, and you will not be entitled to share in any money or other relief obtained by the Class Representatives. You will be free to pursue a legal action on your own, at your own expense.

**(5) If You Remain in the Class, Please Keep Your Address Current.**

If you remain in the Class and you change your address, or if this Notice was not mailed to your correct address, you should immediately provide your current address to Class Counsel, as identified below, by letter, fax, or email to ensure that you receive future communications about this Action. If Class Counsel does not have your correct address, you might not receive notice of important developments in this Action.

**(6) Biographical Information.**

Biographical information is attached hereto as Exhibit A regarding the following individuals: Arbitrator Joan Grafstein, the Class Representatives, and Counsel for the Class who have been approved by the Arbitrator to represent the Class.

**(7) Additional Information.**

Class members should retain any documents they possess that reflect their hours worked for and compensation received from Wackenhut, LLC, including, but not limited to, paycheck stubs and personal notes or records.

This Notice gives only a summary of this Action, the claims asserted, and the positions taken by Wackenhut, LLC. For more detailed information, you may review the Demand for Arbitration filed by Counsel for the Class and the written Awards issued by the Arbitrator in this Action by accessing the following website: [www.EmploymentLawTampa.com/about.jsp](http://www.EmploymentLawTampa.com/about.jsp).

If you have any questions or information about the Action or this Notice, you may contact Counsel for the Class:

Law Offices of Cynthia N. Sass, P.A.  
Cynthia N. Sass, Esquire  
Janet E. Wise, Esquire  
601 West Dr. Martin Luther King, Jr. Blvd.  
Tampa, FL 33603  
Toll Free: (866) 599-0529  
Telephone: (813) 251-5599  
Facsimile: (813) 259-9797  
Email: [FFIraq@SassLawFirm.com](mailto:FFIraq@SassLawFirm.com)

**DO NOT WRITE, TELEPHONE OR OTHERWISE CONTACT THE ARBITRATOR  
OR JAMS REGARDING THIS NOTICE.**

Dated: December 28, 2007

Joan C. Grafstein, Esquire  
Arbitrator

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**EXCLUSION FORM**

**I wish to be excluded from the Class certified in *Grabowski v. Wackenhut Services, LLC*. I understand that this request will prevent me from receiving any money from any favorable decision or settlement in the Action.** I also understand that I will not be bound by any unfavorable decision in the Action.

*(Please Print or Type)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**If you wish to be excluded from the Class Action, send form to:**

Grabowski v. Wackenhut Services, LLC Class Action  
c/o Rust Consulting, Inc.  
P.O. Box 28  
Minneapolis, MN 55440-0028

## **EXHIBIT A TO NOTICE OF CLASS ARBITRATION**

### **Arbitrator**

**Joan C. Grafstein, Esq.** is a full-time Alternative Dispute Resolution professional with experience resolving a wide variety of disputes as a mediator and arbitrator. Her 28 years of law practice, most as in-house counsel at Emory University and the University of Georgia, provide her with expertise in employment dispute resolution and significant experience in business, tort, student, faculty, contract, insurance, construction, and intellectual property claims and litigation. At the JAMS Atlanta office, she is the Professional Services Director in addition to serving as a mediator and arbitrator.

### **Class Representatives** (locations and dates of employment not verified by Wackenhut Services, LLC)

- John Grabowski, based at Tikrit & Al Taqaddum, 8/24/04-5/9/05
- Daryl Ancrum, based at Camp Taji, 1/17/05-5/14/05
- Alan Bender, based at Camp Falcon & Camp Bucca, 10/04-10/05
- Justin Bogolo, based at Camp Victory, 1/16/05-1/16/06
- Richard Bucci, based in Mosul & Ramadi, 9/04-9/05
- James Clardy, based at Camp Victory & Camp Bucca, 1/05-6/06
- Daniel Cox, based at Camp Victory, Camp Anaconda & Tal Afar, 9/04-12/06
- Michael Gerrard, based at Camp Victory & Camp Anaconda, 6/04-7/05
- George Green, based in Mosul & Ramadi, 10/04-10/05
- John Herpin, based at Camp Speicher, 10/04-10/05
- Partick Jarvis, based in Al Taqaddum & Kirkuk, 2/05-9/05
- Jeffrey Larrow, based at Camp Anaconda & Camp Cooke, 1/05-6/05
- Michael Lynch, based in Baghdad & Camp Speicher, 8/05-4/06
- Nicholas Marra, based in Kirkuk & Tal Afar, 1/16/05-7/16/05
- James McPadden, based at Camp Victory, Camp Anaconda & Tal Afar, 3/05-3/06
- Roger Gary Parent, based in Baghdad & Al Taqaddum, 10/25/04-10/05
- Michael Penn, based in Baghdad, Kirkuk & Camp Bucca, 8/04-9/05
- Donald Peters, based in Kirkuk, 11/05-6/06
- Lawrence Julian Rucker, based at Camp Fallujah, 10/05-10/06
- David Shinault, based in Baghdad, Tikrit, Kirkuk & Camp Bucca, 7/04-7/05
- Donald Shinault, Jr., based in Baghdad, Tikrit, Kirkuk & Camp Bucca, 7/26/04-6/3/05
- Jeff Shults, based in Baghdad, Tikrit, Camp Cedar II & Kirkuk, 4/05-10/06
- David Struble, based in Tikrit & Al Taqaddum, 9/26/04-9/22/05
- Josh Taylor, based in Baghdad, Camp Taji, & Al Taqaddum, 10/04-10/05

### **Class Counsel**

The Law Offices of Cynthia N. Sass, P.A., is a six-attorney law firm based in Tampa, Florida, that represents employees in class, collective, and individual employment and labor law matters. Cynthia N. Sass and Janet E. Wise are the lead attorneys on the Grabowski v. Wackenhut Services, LLC, matter. Ms. Sass has been practicing law for 20 years, and she has served as Chair of the Labor & Employment Law Section of The Florida Bar and President of the Florida Chapter of the National Employment Lawyers Association. In addition to her various leadership positions, Ms. Sass has also published and spoken extensively on labor and employment law issues. Ms. Sass has been honored many times, including as one of The Best Lawyers in America and as a Florida Super Lawyer. Ms. Wise has been practicing law for 15 years. She has been Board Certified in Labor & Employment Law by The Florida Bar since 2001, and she is the President of the Florida Chapter of the National Employment Lawyers Association for 2007-2008.