

## **NOTICE**

**To: Former Wackenhut Firefighters**

**From: Arbitrator Curtis E. von Kann**

**Re: Current Status of Arbitration Concerning  
Wackenhut Pay Disputes  
And Rules for Contacting Former Firefighters**

### **I. Purpose of this Notice**

It has recently come to my attention that some of you have raised questions about what is happening in the Washington, DC arbitration regarding pay allegedly owed to individuals who were previously employed by Wackenhut as firefighters in Iraq. (An arbitration is similar to a lawsuit except that it is conducted outside of a courthouse under rules less formal than those of a court trial and is presided over by an arbitrator chosen by the parties instead of a judge.) As the person selected by both sides to serve as the arbitrator in that matter, I thought it would be helpful if I provided this Notice to answer those questions.

### **II. Current Status of the Arbitration**

The current phase of this arbitration concerns the final set of pay claims made against Wackenhut, namely, claims for additional pay allegedly owed under employment agreements executed on or after February 1, 2009. These claims are of two types: (1) "On-Call Claims" in which firefighters assert that, under the terms of the particular employment agreements they executed, they are entitled to be paid for all of their on-call time, not just the on-call time spent in bunkers or responding to emergencies; and (2) "Acting Officer Claims" in which some firefighters assert that, during certain periods of their Iraq service, Wackenhut directed them to perform the functions of a higher grade than that for which they were being paid and they are thus entitled to receive the differential amount between the pay grade at which they were functioning and the pay grade for which they were paid. Both sets of claims are expected to go to a hearing in the autumn of 2016, either as a class action or as a series of individual claims by those who are or become parties to the arbitration.

### **III. How to Respond to Inquiries of Former Firefighters**

In order to gather evidence for the coming hearing (particularly concerning the terms of employment agreements executed on or after

February 1, 2009 and the details of any Acting Officer service claimed under those agreements), both sides are now conducting factual investigations, including inquiries of former Wackenhut firefighters by letter, email or telephone calls. It is possible that you may be contacted by Claimants' Attorneys (Scott Bloch, Michael Trevelline, John Vinci) or by Wackenhut's attorneys (Todd Bromberg, Stephen Obermeier, Rebecca Saitta) or by former firefighters enlisted by one side or the other to gather evidence. Conducting such investigations is a perfectly normal and proper thing for parties to an arbitration to do. However, some firefighters have apparently been uncertain about what they should do in response to these investigations. Here are my answers:

First, please preserve any documents you may have concerning your firefighting service in Iraq, particularly copies of any employment agreements you signed and any documents that reflect Acting Officer service. These documents could serve as important evidence in the hearing. Destroying or concealing them could constitute obstruction of justice and could cause your claim to be denied.

Second, please do not instruct any firefighters not to speak with representatives of either side. Each firefighter has a right to decide for himself or herself whether to speak with either or both sides about this matter. Unless subpoenaed to testify at the hearing, no firefighter is obligated to answer questions from either side, but each firefighter has a right to do so if he or she wishes.

Third, if you are contacted by either or both sides and choose to speak with them, you should, of course, answer their questions truthfully.

#### **IV. Rules for Those Who Telephone Firefighters**

To insure that firefighters are not misled or confused by any party representatives who may call them, I have established the following rules for such calls:

(1) At the beginning of each call, callers must read the Opening Statement I have written (Appendix B to Order 34) so that all persons contacted will receive the same orientation.

(2) If the firefighter states that he is represented by an attorney, the caller must immediately terminate the call unless the caller is that attorney.

(3) If the firefighter indicates that, although not currently represented by an attorney, he has spoken with an attorney about the possibility of such representation, the caller must not inquire about

anything said between the firefighter and the attorney but may ask about factual matters pertinent to the arbitration.

(4) Callers must not make any false or misleading statements, nor misrepresent their role, when speaking with firefighters.

(5) Callers must not advise firefighters not to speak with attorneys or investigators of the other side, unless the caller is the attorney for that firefighter.

(6) Callers must not say anything that could be reasonably understood by firefighters to suggest that they destroy or “lose” any documents in their possession relating to their firefighter employment with Wackenhut.

(7) Callers must not impugn the motives of those making calls on behalf of the other side by saying things like “the Wackenhut callers are only interested in finding evidence that would defeat the legitimate claims of firefighters” or “Claimants’ callers are only interested in signing you up as clients so Claimants’ counsel can get a larger award of attorneys’ fees” or other derogatory statements of that sort.

(8) If at any point a firefighter states that he or she does not wish to speak (or continue speaking) with the caller, the caller must terminate the call.