

From: David Rodolfo Rivero on 05/30/2006 09:46 AM
LEGAD

To: Karen Alexandra Hudes/Person/World Bank@WorldBank
cc: David Freestone/Person/World Bank@WorldBank, Elizabeth O. Adu/Person/World Bank@WorldBank,
Pauline B. Ramprasad/Person/World Bank@WorldBank

bcc:
Subject: Re: Settlement

Karen

Thank you for your note, attached below.

I have discussed with the Front Office your concerns and request for arbitration. The view remains as outlined in Deborah Laufer's email of May 19, 2006, to you in which she explains that Legal Management continues to believe that the MOU is a binding agreement and that the Management team has fulfilled its obligations.

Regards,

David

David R. Rivero, Chief Counsel
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Karen Alexandra Hudes

Karen Alexandra Hudes

05/24/2006 05:55 PM
81622 LEGKM

To: David Rodolfo Rivero
cc
Subject: Settlement

Dear David,

This is in response to Deborah Laufer's email of May 19, 2006, attached below, informing me that the Legal VPU does not agree to mediate issues that have arisen in the January 26 th settlement of my case. The MOU was signed two days before a hearing that was scheduled in the Appeals Committee. The Appeals Committee had denied my request for a continuance, and had replaced the Staff Association representative on the Panel at the last minute. The MOU reflected clearly the Bank's advantageous bargaining power. Although the MOU provided that the disputed OPE's were to be placed in the limited access section of my career file, Scott White and David Freestone were asked to concur with the assessments of my performance.

Each time that the MOU was breached, I informed the Legal VPU that it had not performed as specified in the MOU. On May 18, 2006 I finally informed Deborah Laufer that I was exercising my right to cancel the MOU and that it was no longer in force. I do not agree with Deborah Laufer's opinion that I had no legal right to cancel the MOU, and that enforceability of the MOU can only be determined after an Appeal or from other fact-finding venues within the Bank. This position is incorrect as a matter of contract law, which provides that non-breaching parties are entitled to cancel when the other party fails to perform in accordance with the terms of the agreement.

MOU, and has responded with alacrity to attend to your concerns; and

- That as a result of these above affirmations, that LEGAL would not be willing to participate in a mediation.

In summary, MEF is not the appropriate forum for your concerns because of (1) the nature of the issues you raise; and (2) the lack of identification of parties to participate.

I appreciate your discussions with me as these were the appropriate way to start a conversation on your concerns. As you know, when MEF cannot be of assistance, there are many other venues for redress within the Bank.

Wishing you all the best,
Deborah