

ANTIGUA AND BARBUDA

IN THE INDUSTRIAL COURT

REFERENCE NO. 12 OF 2015

BETWEEN:

LINROY HENRY

Employee

And

MITCHELL A. MICHAEL'S 1st CHOICE FOODS LTD. t/a FIRST CHOICE
SUPERMARKET

Employer

Before:

The Hon. Dr. Hayden Thomas
The Hon. Samuel R. Aymer
The Hon. Judith Dublin

Chairman
Member
Member

Appearances:

Mr. Anderson E. Carty of Antigua & Barbuda Tradesmen & United Workers'
Federation for the Employee
Ms. C. Kamilah Roberts of Roberts & Co., Attorneys-at-Law for the Employer

2016: November 2
2019: May 08

JUDGMENT

THOMAS, C:

Background

1. The Employee, Linroy Henry of Jennings Village, was employed by the Employer on August 10, 2009 as Procurement Officer. On January 25, 2010 he accepted a position of Quality Assurance Assistant with a detailed Job



description shown in Exhibit AM 4. It is summarized in Paragraph 5 below. Receipt of the job description by Mr. Henry was shown by his initials L.H. on the document. His employment was terminated on July 6, 2011 at which time he was earning EC\$14.78 per hour, equivalent to an average salary of \$650.00 per week.

2. The Employer, 1st Choice Supermarket situate at Anchorage Road, St. John's, sells various perishable and non-perishable items.
3. The Employee filed a Reference with the Court on March 23, 2015 stating that the following issues were in dispute:
 - (i) Suspension
 - (ii) Unfair Dismissal

The Employee's Case

4. The Employee filed a Memorandum with the Court on May 22, 2015. The following is a summary:

He was initially employed by the Employer as a Procurement Clerk on August 10, 2009. About December, 2009, he was offered and he accepted the position of Quality Assurance Assistant with reporting responsibility to Assistant Store Managers.

5. The Employee's core function in his post of Quality Assurance Assistant was "to ensure that all perishable and non-perishable items in the supermarket (on shelves and in multiple coolers/freezers) are suitable for sale and customer consumption, within the shelf life requirement and to ensure that there is strict compliance with the FIFO [First in, First out] stock rotation procedure in the supermarket".
6. The Employee stated that he repeatedly complained to management that the tasks assigned to him were too onerous to enable him to complete them on a daily basis and that he needed additional manpower in order to do the job in an effective and efficient manner.
7. He was blamed by management for being inefficient and consequently was invited to a meeting with the Deputy General Manager (Ms. Anya Michael) on February 26, 2010. Two Assistant Managers were also present at the meeting.

8. The Employee was subsequently issued a letter by the Deputy General Manager dated March 8, 2010 which was said to be a follow up to the meeting. This letter addressed *inter alia* the subject of job expectations, in particular management of price reductions, time management and checking off of containers. However, he said that no notes were made of his "complaints, objections and/or responses to the allegations of shortcomings that were made against him by the Employer."
9. This led him to seek advice from his Union (the Antigua Trades and Labour Union). He contends that because of his constant complaints and objections over what he considered to be unfair treatment by management, certain disciplinary actions were pursued against him. He regarded these as "acts of undue harassment and subtle victimization". He mentioned, as an example, the fact that he was issued a warning letter dated June 14, 2010 when he broke company rules by wearing a freezer jacket on the second floor of the premises. He challenged this through his Union representative.
10. Several letters were exchanged and meetings held between management and the Employee pertaining, on the one hand, to the need expressed by the Employer for the Employee's increased work output and on the other hand, the need expressed persistently by the Employee for management to provide him with more assistance.
11. The Employee was suspended on May 24, 2011 purportedly for "underperformance and insubordination". This, he viewed, as an act of victimization. Warning letters were issued by the Employer and the Employee's employment was terminated by letter dated July 6, 2011. He regarded this as unfair dismissal.

Employer's Case

12. The Employer submitted its Memorandum to the Court on June 15, 2015. It clarified that the Employee's change in position from Procurement Clerk to Quality Assurance Assistant took place in January 2010 and not December, 2009 as stated by him (See paragraph 4. above). The Employer stated that the

December, 2009 wage increase was a general increase not related to the change in the Employee's position.

13. The Employee's functions and duties were set out by the Employer in a job letter dated January 22, 2010. He was also given a Job description. These are as outlined in Paragraph 5 above except that the job description was later amended by "removal of the responsibility for the monitoring of non-perishable items from the Employee's portfolio in November, 2010."
14. The Employer stated that from the onset it was dissatisfied with the Employee's job performance and received complaints from the Duty Managers that the Employee was not completing his tasks in a timely and efficient manner. The Employee said that he lacked clarity pertaining to his daily functions and in this regard requested a meeting with the Deputy General Manager. A Meeting consisting of the Deputy General Manager, two Assistant Store Managers and the Employee was, therefore, held on February 26, 2010 and on March 8, 2010 a letter was issued which summarized the Employer's "job expectations".
15. The Employer indicated that during the following months it continued to experience difficulties with the Employee and in particular, he exhibited poor time management skills. He "failed to utilize efficient systems for the carrying out of his duties with the result that he repeatedly failed to execute his duties within the required timelines and generally failed to adequately monitor the shelf life dates of goods in the supermarket."
16. The Employer committed itself to putting systems in place to assist the Employee particularly with respect to the collecting and recording of dates of perishable items received in weekly chilled containers.
17. The appropriate procedure for seeking of permission for the Employee to work overtime was also a subject for discussion.
18. The Employer reported that on May 19, 2011 a further meeting was held with the Employee to discuss his job performance and that he "conducted himself in a disrespectful and insubordinate manner" towards Management. This led on May 24, 2011 to a three day suspension of the Employee without pay. The Employer denied that this was an act of harassment or victimization.

19. The Employer also emphasized its opinion that the Employee should have been able to perform better was confirmed by the fact that whenever, for example, others had to substitute for him while he was away on sick leave or on vacation, their work output was much greater.
20. The Employer felt that the deadlines set were reasonable and that the failure by the Employee to complete tasks in a timely manner was due to his slow pace and his inefficient methods. He was given warnings prior to the termination of his employment in keeping with section C 59 (3) of the Antigua and Barbuda Labour Code.

The Main Issues

21. The following are the main issues to be determined:
 - (a) Did the warning letters and termination letter issued by the Employer to the Employee satisfy the statutory requirements of Section C59 of the Antigua and Barbuda Labour Code?
 - (b) Was the Employee unfairly dismissed in contravention of the Antigua and Barbuda Labour Code?
 - (c) If the Employee was deemed to have been unfairly dismissed, what is the level of compensation to which he is entitled?

The Legal Framework

22. Section C 56 of the Antigua and Barbuda Labour Code establishes an employee's statutory right not to be unfairly dismissed. It states:

"Every employee whose probationary period with an employer has ended shall have the right not to be unfairly dismissed by his employer; and no employer shall dismiss any such employee without just cause".

23. Section C 58 (1) of the Labour code outlines what constitutes a good cause for dismissal thus:

"C58 (1) A dismissal shall not be unfair if the reason assigned by the employer therefor

(a)

(b) Relates to the capability or qualifications of the employee to perform work of the kind he was employed to do within the limitations of section C 59 (5);

(c)

(d)

(e)

Provided, however, that there is a factual basis for the assigned reason."

24. C 58(2) of the Code states:

"The test, generally, for deciding whether or not, a dismissal was unfair, is whether or not, under the circumstances, the employer acted unreasonably or reasonably but even though he acted reasonably, if he is mistaken as to the factual basis for the dismissal, the reasonableness of the dismissal shall be no defence, and the test shall be whether the actual circumstances which existed, if known to the employer, would have reasonably led to the employee's dismissal."

25. Section C 59 makes provision for termination for misconduct or failure to perform duties in a satisfactory manner. C 59 (1) states:

"An employer may terminate the employment of an employee where the employee has been guilty of misconduct in or in relation to his employment so serious that the employer cannot reasonably be expected to take any course other than termination. Such misconduct includes, but is not limited to situations in which the employee has

(a) Conducted himself in such a manner as to clearly demonstrate that the employment relationship cannot reasonably be expected to continue;

(b)

(c)"

(2) "Where an employee is guilty of misconduct in or in relation to his employment that is not sufficiently serious to permit his employer to terminate his employment under subsection (1) but is such that the employer cannot reasonably be expected to tolerate a repetition, the employer may give the employee a written warning which shall describe the misconduct in respect of which the warning is given and state the action the employee intends to take in the event of

(a) a repetition of the misconduct; or

(b) the commission of another misconduct which is as serious as the one in respect of which the written warning was given."

(3) "The action to be taken under subsection (2) may include suspension without pay for such period as may be specified in the written warning."

(4) "Where within six months of the receipt of the written warning under subsection (2), the employee is guilty of the same misconduct or is guilty of another misconduct in relation to his work which is as serious as the one in respect of which the written warning was given, the employer may terminate the employment of the employee or take such other action as may have been specified in the written warning."

(5) "Where an employee is no longer performing his duties in a satisfactory manner, the employer may give the employee a written warning which shall describe the unsatisfactory employment in respect of which the written warning is given and state the action the employer intends to take in the event of repetition; and, thereafter, if the employee does not, during the period of three months following the receipt of the written warning, demonstrate that he is able to perform and has performed his duties in a satisfactory manner, the employer may terminate the employment of said employee."

The First Issue

Did the warning letters and termination letter issued by the Employer to the Employee satisfy the statutory requirements of Section C 59 of the Antigua and Barbuda Labour Code?

26. Several letters were exchanged between Management and the Employee during the period of his employment. We will now examine some of these, in particular

the warning letters and the dismissal letter itself issued by the Employer to the Employee.

27. The first written warning letter was issued to the Employee on November 6, 2010 (Exhibit AM 8) by Mr. Hartley Williams, the Assistant Store Manager. In the letter, he reminded Mr. Henry that as Quality Assurance Assistant his major job functions involved ensuring the proper shelf life of all items in the supermarket and informing Management daily of items that might be approaching their expiry dates.

28. Mr. Williams further stated:

"On Wednesday 13th October, [2010] I made some preliminary checks for items that are notorious for being short dated and/or slow moving. I then met you on the shop floor and asked you whether you had a schedule for checking the Store for short dated products. You indicated to me that you did not have such a schedule. I then asked you "when was the last time you had checked the Grocery aisles". You did not give me a specific date but indicated not recently. I told you that I wanted you to dedicate at least two hours daily to check the Grocery aisles for close dated items, to which you agreed...."

29. Mr. Williams also mentioned in his warning letter that on Friday 15th October Mr. Henry said that he first had to check the dates on the dairy products before checking the Grocery aisles, so that if there were any close dated items, reduced prices could be applied to them. He was then asked to provide all information about the short dated or expired products. Although he was reminded about the need for the information, the reports were not provided to date to any of the Assistant Store Managers.

30. Various expired items were said to have been removed from the shelves during the period October 11 to 17, 2010. These included granola bars, cereals, coffee, cake mixes and juices among other items. Mr. Williams said that the expiry dates for some of these dated as far back as July, 2010 and that the total value of the items was considerable, resulting in substantial loss to the Company. He said, "Further, the fact that many of these items expired three months before, is an indication of the lack of attention paid to the grocery aisles".

31. He went on:

“Consequent to receiving your job description dated January 22nd, 2010 a meeting to address your job expectations was held..... As a follow up to the meeting, you were presented with a letter stating what was discussed in this meeting. It was noted in this letter that there was need for you to manage your time more efficiently and that your reporting of short dated items needed to occur at a faster pace.”

32. “Based on your performance over the past few months Management is not satisfied that your time management is up to standard or has improved. Expired items are continuously being pulled off the shelves by Assistant Store Managers, resulting in excessive sunk costs and lost revenue.”

33. “You are therefore issued your first written warning regarding your failure to ensure proper shelf life of all shelved items and providing Management with daily reports of items that may be approaching expiration dates. If you have not made significant improvement by January 6th, 2011 a second written warning will be issued.

Please be guided accordingly.”

34. A meeting was subsequently held on November 16, 2010 between the Employee, Mr. Potter his Trade Union representative, and three Assistant Store Managers including Mr. Hartley Williams, the Human Resources Administrator and Ms. Michael the Deputy General Manager. The Employee’s complaints pertaining to work load was discussed at the meeting and the Employer stressed that the problem was not excessive workload but rather the Employee’s poor time management and his failure to utilize efficient methods.

35. The Employer reported that the meeting arrived at an amicable decision whereby the Employer would put certain systems in place to assist the Employee with respect to the collecting and recording of dates of perishable items received in the weekly chilled containers. It was agreed that once there was proper management and an efficient system of entering the dates at the time when the goods were received, the monitoring of expiry dates would be made easier as the checking of

dates would require a review of the source documents as opposed to a manual review of the supermarket floor.

36. The Employer also reported that after the meeting it varied the Employee's job description by removing the responsibility for non-perishable goods from the Employee's portfolio and transferring that role to another Employee. Mr. Henry was then asked to focus on the dairy, frozen foods and smoked meats sections of the supermarket. This, it said, represented a marked reduction in his duties and responsibilities.
37. At a meeting held on January 22, 2011 the Employee's alleged continued poor job performance and his failure to adequately monitor the shelf life of items were again discussed. Mr. Herbe Williams, the Dairy/Frozen Foods Supervisor reported on the results of his monitoring of frozen goods in freezers on the shop floor on January 19, 2011. He reported on short dated items found as follows:

- i. 1 item which expired in July, 2010
- ii. 1 item which expired in September, 2010
- iii. 13 items which expired in November, 2010
- iv. 125 items which expired in December, 2010."

38. In another warning letter dated February 5, 2011 sent to the Employee Mr. Henry from Ms. Anya Michael the Deputy General Manager, the poor work performance of the Employee was again highlighted. The letter concludes:

"Mr. Henry, the evidence of your poor time management is exhaustive. The Supervisor, who has worked most closely with you, as well as all members of Management, have witnessed this over several months. It is interesting for us all to be aware of the fact that when you were on vacation from 13th to 28th September, 2010, Mr. Herbe Williams was able to monitor the dates in the Chilled Section on his own and to make all the necessary reductions in a timely manner. He was able to complete this over the 16-day period, in addition to all of his supervisory duties of ordering goods, clearing goods, preparing schedules etc.

This is the third letter on your file, which speaks to your poor time management, and the second and final warning letters on the subject. You will be given two (2) months from the date of this letter to follow Management's instructions as to the manner in which you should manage

your work. If by the end of this two month period, you have been unable to meet all deadlines and to keep on top of dates in the entire Chilled Section (from milk and cream, down to smoked meats) and the entire Frozen Section (to include both standing and shallow freezers), Management will have no choice but to terminate your employment, as the financial loss to the business as a result of your low level of productivity, is no longer sustainable.

This is also your final warning with regard to the disrespectful manner in which you have addressed Management. The sort of tone and language used by you on 1st February would have warranted summary dismissal. It will not be tolerated again.

Management looks forward to your co-operation."

39. Reference must also be made to another letter dated 24th May, 2011 sent by Ms. Michael to Mr. Henry. It was captioned "Re: Suspension Letter regarding underperformance & Insubordination". Details were given of alleged poor work performance, in particular his failure to comply with deadlines set for particular tasks.

40. The final paragraphs of this letter stated:

"For your dereliction of duties and for your insubordination and disrespect towards Management, you are hereby suspended for three (3) days without pay, with immediate effect. You are kindly asked to return to work on Saturday, 28th May, 2011 at 8:00 a.m."

This action was evidently taken pursuant to Section C. 59 (3) of the Labour Code.

41. "Given that you have been warned on several occasions regarding such infractions, any future failure to complete a set task by the required deadline, or failure to adhere to a direct instruction, or insubordination will result in your immediate termination without notice."

42. The Employee's employment was terminated by way of a letter dated 6th July, 2011 sent to him by Mrs. Jocelyn Matthew-Williams the Human Resources Manager. This letter (Exhibit AM21) highlighted the reasons for the termination as being

slow pace of work and inefficient methods which resulted in his failure to complete his tasks in a timely manner as discussed earlier.

43. The Employee had consistently argued that his workload had been too heavy hence the reason for his inability to complete his daily tasks. He submitted a list of things he was expected to do on a typical work day. They included the following:

- (a) Select items with close dates i.e. those which expire on the particular day and the following two days, then do a print out (on the computer).
- (b) Thoroughly check the shop floor shelves for items with those expiry dates and record the quantity in stock.
- (c) Record the retail price of each item and if the price of the item is already marked down, this must also be recorded to enable the Manager to decide whether any further mark down will be required.
- (d) Provide the Store Manager or the Assistant Store Manager with a report with the information pertaining to item brand, item description, quantity of each item still in stock, retail price, present mark down price if the item was already marked down and expiry dates.
- (e) Use a price gun to label each item that was marked down.
- (f) If the discounted item is not moving fast enough, bring this to the attention of the Manager so that a decision could be made as to whether to mark the item down further.
- (g) Remove the marked down items that expire before they could be sold from the shelves.

44. The Employee continued thus:

"The remainder of the shift is spent combing the shop floor freezer shelves for items with close dates. The workload involved [in] checking the shelves for close dates, preparing report, labeling items, and so determine the amount of time that could be spent combing the freezer for close dates. The reality was that the process required a sizable chunk of my time. I was instructed by Herbe Williams, the Dairy and Frozen Supervisor, to continue to comb the shop floor freezers on a daily basis until we were confident that all the frozen items were in the system."

45. On 29th October, 2010 Mr. Ralph Potter, Industrial Relations Officer of the Antigua Trades and Labour Union wrote to Ms. Michael re "Employment terms and condition of Mr. Linroy Henry". The letter stated that the Union was approached by Mr. Henry in relation to certain aspects of his employment which he believed to be unreasonable in terms of the workload. He said that specifically he was concerned that the wide scope of responsibility he had to monitor the entire operation for goods approaching expiry dates was too strenuous for one person to effectively perform, with the required timeliness and efficiency given the nature of the business. A meeting was requested to discuss the matter.
46. Mr. Henry again wrote to Ms. Michael on January 27, 2011 and copied the letter to the Union and the Labour Commissioner. He complained that the share quantum of the work made it impossible as one man with a very tight constraint to complete his work. He continued:
- "Because of the short shelf life of certain chilled goods and frozen products and the relative weak demand for the said products plus the unrealistic pattern of ordering I am constantly left with a backlog of these products. To compound the problem and aggravate the situation the support that I get from my immediate supervisors and managers is frankly of little practical, if any, worth... Even when management has agreed with the union to provide me with much needed tactical support it has not been forthcoming up to the present time."*
47. Ms. Michael rebutted the various arguments in a letter to Mr. Henry dated 5th February, 2011 (Exhibit LH 10) by stating that poor time management had been a factor affecting Mr. Henry's work. This was also reported to Mr. Potter in a meeting and he was offered by Mr. Norde, Assistant Store Manager, to be shown around in order to become more familiar with the Company's operations. They then discussed the matter at a meeting following which a report as to the way forward was awaited.
48. Ms Michael mentioned that according to Mr. Norde, Mr. Potter stated in summary that he was satisfied that the procedures recommended by Management from the inception of Mr. Henry's employment in his new role were sufficient for him to get his work done in a forty-four work week.

49. Procedures were also said to have been laid down for request of overtime work by Mr. Henry but it was reported that he attempted to bypass these procedures. Mr. Henry subsequently argued that no way could the tasks have been accomplished without overtime.

50. It is worthy of note that in her letter of 5th February, 2011, Ms. Michael pointed out that on 17th November, 2010, another member of staff was assigned to take responsibility for monitoring dates for the entire grocery department. This was evidently an attempt to reduce Mr. Henry's workload. She felt that although he had been given advice as to how he could better manage his time, he did not cooperate. He said that the task given was unreasonable.

51. In summarizing the situation Ms. Michael said :

"Mr. Henry, the evidence of your poor time management is exhaustive. The Supervisor who has worked most closely with you, as well as all members of Management, have witnessed this over several months. It is interesting for us all to be aware of the fact that when you were on vacation from 13th to 28th September, 2010, Mr. Herbe Williams was able to monitor the dates in the Chilled Section on his own and to make all the necessary reductions in a timely manner. He was able to complete this over the 16-day period, in addition to all of his supervisory duties of ordering goods, clearing goods, preparing schedules etc."

52. In concluding paragraphs of a letter of reply dated March 2, 2011, Mr. Henry lamented:

"My experiences in recent weeks have led me to the conclusion that I am being targeted for humiliation and eventual termination simply because I brought certain matters concerning my situation at First Choice Foods to the attention of my union the AT&LU which subsequently led to my union's intervention on more than one occasion.

I am expecting that my right, as a worker and a human being, to be treated with due regard and respect would be upheld by management."

53. It is now necessary for us to determine whether or not the action taken by the Employer in terminating the employment of the Employee was reasonable in the

circumstances of this case. In this regard, Counsel for the Employer in his final written submission, cited the case of *Jewellers Warehouse v Cecile Norde* [2006] ECSCJ No. 12 for our consideration. It should be noted, however that the Employee's Representative had also promised to make final written submissions but failed to do so up to the time of writing this judgment.

54. The case cited above was an appeal case tried in the Eastern Caribbean Court of Appeal by Rawlins, J.A., Barrow, J.A. and Gordon, J.A. Paragraph 34 in the judgment delivered by Rawlins, J.A. in referring to the test that should be applied stated:
55. "Because employers should not be unreasonably impeded in the efficient management of their business, courts have consistently held that the question whether an employee is capably performing his or her duties is to be determined on a subjective test. That test was succinctly stated in *David Lashley & Partners Inc. v Bayley* as follows:
56. "If an employee is dismissed because of his incapability, the correct test to apply is whether the employer honestly and reasonably held the belief that the employee was not competent, and whether there are reasonable grounds for that belief. It is not necessary for the employer to prove that the employer was incompetent.....In other words, the test....is a subjective one....It is sufficient if the employer honestly believes on reasonable grounds that the employee is incompetent." In the instant case, numerous examples have been provided in the evidence both written and oral by the Employer showing the incapability of the Employee to complete tasks assigned in a timely manner. This was so even after the workload was reduced. The Employer tried to assist the Employee by advising of things that could be done to improve his completion of the tasks but he was apparently unable or unwilling to take corrective measures. Undoubtedly this problem had led to substantial financial losses which no one could reasonably expect the Employer to continually bear.
57. Unfortunately, the Employee did not or could not produce any witness or witnesses during the trial to refute the allegation made by the Employer. It would, for example, have been helpful to have the Trade Union representative as a Witness. The Employee attempted to indicate that reasons for the Employer's

action were due to the complaints he made to his union but this was not proven. In fact the union agreed that there was need for improvement.

58. Taking everything into consideration we are of the view that termination of the Employee's employment met the conditions laid down in Section C59 (5) of the Labour Code as cited in Paragraph 25 above.

The Second Issue

59. Was the Employee unfairly dismissed in contravention of the Antigua and Barbuda Labour Code?

- i. The uncontroverted evidence given by three witnesses of the Employer is that the Employee failed to carry out the work in an efficient and timely manner which the Employer assigned to him. This was so despite being given suggestions of ways that could be used to speed up the operations. The Employee did not deny the shortcomings but always contended that the problem was due to work over load. The fact is, however that during his absence others were able to complete the tasks and even more within a given time frame.
- ii. The slow work pace meant that expiry dates on various food items were often not detected on time and so could not be sold. This led to much financial loss.
- iii. The Employers acted within the parameters of the law.

60. The Employee had alleged victimisation by the Employer but these were not substantiated. When, for example, he was suspended without pay from May 24, 2011 to May 26, 2011, for dereliction of duties during the period May 3 to May 14, 2011 and for insubordination and disrespect towards management, he claimed that he was victimized because he was on sick leave which had affected completion of his duties. It was, however, proved as shown by the sick leave certificate that his actual sick leave period was from May 19, 2011 to May 23, 2011 which was outside of the period during which failure to complete tasks in a timely manner was claimed.

We are of the view that the Employee's suspension for 3 days without pay was not unreasonable.

61. There was another incident when a warning letter was given to Mr. Henry for not complying with rules for not wearing freezer jackets on the second floor of the premises. He claimed that others also violated the rules and were not penalized. It was, however, proved by copy of a letter from the Employer that others were similarly warned and so debunked the notion that he was picked upon.

62. Taking all factors into consideration, the Court hereby dismisses the Employee's claim for unfair dismissal.

The Third Issue

63. If the Employee was deemed to have been unfairly dismissed, what is the level of compensation to which he is entitled?

Since the Employee was deemed not to have been unfairly dismissed then it follows that under normal circumstances he is not entitled to compensation. It should be noted, however, that the Employee should have been given at least one week's pay in lieu of notice in keeping with Section C 9 3 (b) of the Labour Code. This amounts to six hundred and fifty dollars \$650.00

64. The amount of \$650.00 should be paid by the Employer to the Employee on or before May 31, 2019.

65. There is no order made with respect to costs.

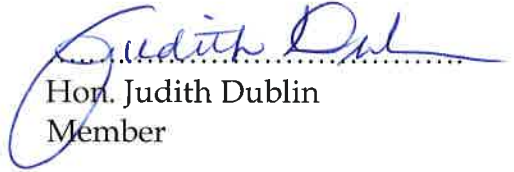
Dated the ¹⁴ day of May, 2019.



Dr. Hayden Thomas
Chairman



Hon. Samuel R. Aymer
Member



Hon. Judith Dublin
Member

