

IN THE INDUSTRIAL COURT

ANTIGUA AND BARBUDA

REFERENCE NO: C11 OF 2024

BETWEEN

IWANDY DANIEL

Employee

and

MARBLE VILLAS COMPANY LIMITED

Employer

Before

The Hon. Samantha May-Francis

President

The Hon. Kari-Anne Reynolds

Member

The Hon. John H.R. Benjamin

Member

Appearances

Mr. Jonathan Marshall of Marshall & Co., Attorneys-at-Law for the Employee

Mr. Kwame' Simon of Simon Rogers Murdoch, Attorneys-at-Law for the Employer

2025: October 8

2026: April 24

JUDGMENT

Was the Employee unfairly dismissed; Whether a genuine redundancy existed; Whether employer acted reasonably in all circumstances; Is the Employer estopped and bound by reason stated in termination letter; Whether the Severance Agreement and Release was obtained or procured under economic duress; Is the Employee entitled to Compensation

INTRODUCTION

1. This is a claim for unfair dismissal arising out of the dismissal of the Employee by the Employer on January 20, 2023. The Employee contends that his dismissal was unfair, that no genuine redundancy existed, and that the severance agreement had been signed by him under duress.



2. The Employer maintains that the redundancy was genuine, that the process was reasonable, and that the Employee voluntarily and knowingly signed a full and final settlement of all claims.

BACKGROUND FACTS

3. The Employee commenced employment with the Employer on February 1, 2016, in the position of Assistant to the Senior Electrician after having been recommended for the position by Mr. Linroy Gardner, his direct Supervisor and Senior Electrician. At the time of his termination, he earned a gross weekly wage of \$750.00.
4. At the date of commencement of his employment, Employer, carried on the business of boutique property management and real estate services and was involved in a major construction, a project that now houses the Cuban Embassy.
5. On or around January 20, 2023, the Employee received a letter dated January 16, 2023, from the Employer advising him that he was being terminated by reason of redundancy, effective 23rd January 2023.
6. Also, on January 20, 2023, the Employee was presented with a Severance Agreement and a General Release document which the Employer required him to execute. The Employee signed both documents on the same day, 20th January 2023, without legal advice and without an opportunity to verify the calculation of his severance.
7. Based on the Severance Agreement payment of EC\$10,800.00 was made to the Employee as full and final payment for his tenure from February 1, 2016 to January 17, 2023. The Release Acknowledgement stated that the Employee 'voluntarily and knowingly' signed the agreement as full and final settlement of all claims against the Employer.
8. Following the execution of the severance agreement the Employee sought legal advice and according to him, he discovered that his severance was incorrectly calculated resulting in a shortfall of \$1,600.00. The Employer subsequently agreed to pay the shortfall and also paid notice pay of \$750.00. These amounts totaling \$2,400.00 were remitted to the Employee's attorneys.
9. The Employee now seeks additional compensation, the Employer having failed to compensate him for loss which usually arises in circumstances where an employee has been unfairly dismissed.
10. The Employer having not agreed to pay any additional compensation, the Employee by Reference filed on March 22, 2024, seeks compensation for unfair dismissal.

ISSUES FOR DETERMINATION

11. The issues for determination are:

- (a) Whether a genuine redundancy existed at the material time;
- (b) If a genuine redundancy existed, whether the Employer acted reasonably in all the circumstances;
- (c) Whether the Employer is estopped from introducing new evidence to justify the termination beyond the reason stated in the termination letter; and
- (d) If the Employee was unfairly dismissed, and is he entitled to compensation?

EVIDENCE

12. Three witnesses gave evidence during the trial, the Employee, the Employer's Property Manager, Ms. Gwendolyn Simon-Evanson; and the Employer's Senior Electrician, Mr. Linroy Gardner.

Iwandy Daniel

13. Mr. Daniel's evidence in chief was that he was shocked to receive the termination letter on January 20, 2023. He had worked throughout the COVID-19 pandemic with no reduction in pay or hours. He was neither aware of any financial difficulty experienced by the Employer, nor had the Employer communicated any concern about a possible downturn or the need to reduce staffing. He had no prior discussions about redundancy. He denied any disciplinary issues that could have contributed to his termination.
14. As to the severance agreement, he testified that he was called into the manager's office on January 20, 2023, handed his termination letter, and presented with the severance agreement simultaneously. He was told he would not receive his severance payment if he did not sign. He signed the document without legal advice and without the opportunity to verify the severance calculation. He later discovered the calculation was incorrect. He testified that he would not have voluntarily left his employment as his mortgage payments were being serviced by salary assignment, of which the Employer was aware.
15. In relation to alleged political motivation for his termination, the Employee testified that days before receiving his termination letter, he appeared in a video on social media showing him with the late Honourable Parliamentarian, Mr. Asot Michael at Caribbean Union Bank on January 12, 2023. He was part of Mr. Michael's election campaign team. A third party visited the Employer's premises and confronted him about the video, informing him that it would be shown to Mr. Andrew Hadeed, the Employer's principal, and that he would be fired. He testified that his participation in Mr. Michael's campaign was always conducted on his personal time and not during working hours. He described the timing of his termination as days after the incident involving the third party as more than coincidental.
16. In cross-examination, Mr. Daniel confirmed that it was Mr. Gardner who had recommended him for the position, that he was good with electricity, and that there were only 2 electricians employed during his tenure. He denied having discussions about performance. He confirmed he was not participating in the electoral campaign

on January 12, 2023 during working hours and that he was at Blue Waters on that day.

17. He confirmed that after his termination he had tried opening a small restaurant and that Mr. Michael had come to patronise and show his support.

Gwendolyn Simon-Evanson

18. Ms. Simon-Evanson, Property Manager of the Employer, was primary decision-maker in relation to the Employee's termination. Her evidence in chief was that the Employer had been experiencing a steady decline in business activity leading up to the COVID-19 pandemic, coupled with major construction projects that did not materialise. From July 2020 onwards, the Employer conducted an ongoing review of its staff complement with the aim of reducing operational costs.
19. In or around July 2020 and continuing through 2022, the Employer began monitoring staff productivity through work order tracking schedules introduced in August 2021. During the period from August 2021 to the Employee's separation in January 2023, the Employee submitted only nine (9) work order reports. The Employer determined that there was no requirement for two full-time electricians given that electrical work was ad hoc and infrequent, and that the Senior Electrician was capable of performing all required electrical work without an assistant.
20. Ms. Simon-Evanson further testified that the Employee had been habitually late or absent from work without explanation, that he had been invited to several meetings and mentoring sessions with her and the Senior Electrician, and that he had received warning letters about his conduct. She stated that the Employer's views were fortified by his poor performance, frequent unaccountability and absence from work, resulting in the Employee's workload being ably managed and subsumed by the Senior Electrician.
21. She maintained that the Employee was, at all material times, aware of the downsizing of the Employer's business operations and of the likelihood that his position as Assistant Electrician would be made redundant, based on his meetings and mentoring sessions.
22. As to the severance process, Ms. Simon-Evanson testified that on January 17, 2023, she met with the Employee and informed him that his position as Assistant Electrician would be made redundant effective January 23, 2023, or that he could accept a position of being laid off until business improved. She stated that on January 20, 2023 the Employee indicated his preference to be made redundant rather than being laid off, and he was then presented with both the redundancy letter and a mutual separation agreement for his consideration. She testified that the Employee left her office with both documents in hand and returned within half an hour ready to sign. She denied that the Employee signed under duress, stating he was aware his position would be made redundant since January 17, 2023.

23. In cross-examination, significant concessions were made by Ms. Simon-Evanson. She acknowledged in her Witness Statement that prior to the Employee, some other workers had also been made redundant and required to sign releases. She accepted that she did give the Employee notice of the possibility of losing his job. She also acknowledged that she had not definitively made the decision to make the Employee redundant when she initially approached him on January 17, 2023, and that the Separation Agreement was put to the Employee for him to decide. Critically, she acknowledged in cross-examination that the effective date of the termination was January 20, 2023, not January 23, 2023, as stated in the termination letter. She also acknowledged that the work tracking schedules were being used to track the issue of possible redundancy and were not primarily a productivity monitoring tool. She acknowledged she had many discussions with the Employee about not submitting work order reports, but these did not result in formal dismissal action being taken against him for that conduct.

Linroy Gardner

24. Mr. Linroy Gardner is the Senior Electrician of the Employer and the Employee's direct supervisor. His evidence in chief was that the Employee had limited knowledge of electrical work when he joined the company, and that he had mentored him over the years. He testified that despite his efforts, the Employee had been involved in disciplinary issues, including misconduct issues, lateness, absence, and failure to account for his whereabouts. He recalled that on one occasion the Employee made a lewd TikTok video while on company property. He testified that given the Employee's disciplinary issues and the fact that electrical work was not constant, he found himself capable of providing electrical services to the company without the need for an assistant. He confirmed that since the Employee's redundancy in January 2023, he had been capably providing electrical services without the need for an assistant. He stated that he was aware the company was trying to cut costs and that a review of staff positions was being conducted.
25. In cross-examination, Mr. Gardner gave evidence that there were only 2 electricians. He confirmed that he had recommended the Employee for the position and that he was good with electricity. He also confirmed that he had no discussions about Employee performance.
26. He stated that work was scarce at times specifically after the Cuban Embassy construction project. He confirmed that he was able to "engage the Employee for a full week of work from time to time, and that work could come or go as at January, 2023". He confirmed that there was not sufficient work but that this depended on several factors. He acknowledged that the Employee was referred to go to work at Hadeel Motors on occasion and that he would sometimes transport the Employee to work.
27. He confirmed that he never had a direct conversation with the Employee informing him that he was going to be made redundant. He also confirmed that the work order schedules covered the period August 2021 until October/November 2021, during which the Employee was doing other work assigned by the Employer.

WAS THE EMPLOYEE DISMISSED?

28. It is not in dispute that the Employee was dismissed. The termination letter of January 16, 2023, received by the Employee on January 20, 2023, constitutes a dismissal. The Employer's argument that the Employee voluntarily separated by signing the mutual separation agreement does not alter this finding. The document itself was presented to the Employee simultaneously with the termination letter on January 20, 2023, and was preceded by the Employer's unilateral decision to make his position redundant. The Employee had no meaningful input into the terms of that agreement. It was drafted without his knowledge or participation and given to him to execute. In these circumstances, the characterisation of the separation as 'mutual' or 'voluntary' does not accord with the substance of what occurred. The Court is satisfied that the Employee was dismissed.

DID A GENUINE REDUNDANCY EXIST?

29. The applicable test for redundancy is derived from the definition in section C3 of the Antigua and Barbuda Labour Code, which provides that a redundancy situation arises where, by virtue of a lack of customers, orders, retrenchment, installation of labour-saving machinery, an employer going out of business, force majeure or any other reason, tasks which a person was last employed to perform have ceased or substantially diminished.

30. The Court has regard to the three-stage test articulated in **Safeway Stores plc v Burrell [1997] ICR 523** and confirmed by the House of Lords in **Murray and another v Foyle Meats Ltd [1999] UKHL 30**. The Court must ask first, was the employee dismissed; second, had the employer's requirements for employees to carry out work of a particular kind ceased or diminished or were they expected to do so; and third, was the dismissal caused wholly or mainly by that state of affairs? The questions at stages two and three are questions of fact, not law, and must be answered on the evidence before the Court.

31. The Employer's case is that the requirement for two full-time electricians had diminished because electrical work became ad hoc and infrequent, and that the Senior Electrician was capable of managing the workload alone. In support of this position, the Employer relies on the Employee's work order reports only 9 submitted over approximately 18 months and on Simon-Evanson's evidence of a steady decline in business activity and construction projects that did not materialise.

32. The Court has examined the evidence on this issue carefully and is not satisfied that a genuine redundancy existed at the material time. First, the Employer's witnesses evidence contradict. Mr. Gardner, the Employee's direct supervisor, confirmed in cross-examination that work could come or go, that he was able to engage the Employee for full weeks of work. He further confirmed that the Employee was referred to work at Hadeel Motors on occasion. This evidence is inconsistent with the assertion that there was insufficient electrical work to justify retaining two

electricians. The work tracking schedules, as Mrs. Simon-Evanson herself acknowledged in cross-examination, were introduced to track the issue of possible redundancy except that no evidence was presented to the Court that Mr. Gardner, the senior electrician was are required to do the same. Additionally, the work records before the Court were mainly for periods in 2021 with one capture of August 2022. Therefore, in the Court's view was insufficient evidence before the Court for it to conclude that redundancy existed in January 2023 when the Employee was dismissed.

33. Second, the Employee's evidence that business demand increased during the COVID-19 pandemic, that his salary was never reduced, and that his hours were never reduced, is uncontradicted by any documentary evidence. The Employer produced no financial records, no accounts, no contracts that did not materialise, and no correspondence evidencing the alleged decline in business activity. Mrs. Simon-Evanson's assertions of declining business remain bare assertions unsupported by any objective documentary evidence.
34. Third, the Employee was the only employee terminated. The Employer's workforce otherwise remained intact. The selection of a single employee for redundancy without any selection criteria, pool, or comparative exercise does not carry the hallmarks of a genuine redundancy driven by business need.
35. The Court accordingly finds that the Employer has not established, on the balance of probabilities, that no genuine redundancy existed at the material time or at all. The Employee's dismissal was not, in the judgment of this Court, caused wholly or mainly by a genuine cessation or diminution in the requirement for employees to carry out work of the kind the Employee performed. The Employer has therefore not discharged the burden under section C58(1)(c) and C58(2) of the Labour Code of establishing a fair reason for the dismissal or demonstrating that it acted reasonably in all the circumstances.

DID THE EMPLOYER ACT REASONABLY IN ALL THE CIRCUMSTANCES?

36. Having found that no genuine redundancy existed, it follows necessarily that the termination was unfair. However, even if the Court is wrong on that finding and a genuine redundancy is found to have existed, the Court is satisfied that the Employer failed in every material respect to act reasonably in all the circumstances, as required by section C58(2) of the Labour Code.
37. The principles governing a reasonable employer's conduct in a redundancy situation are well established. In **Williams and others v Compair Maxam Ltd [1982] ICR 156**, the Employment Appeal Tribunal identified a set of principles which represent the standards of good industrial practice. These principles have been adopted and applied in Antigua through **Sundry Workers v Kings Casino Ltd (ANUHCVP2001/0028)** and **Antigua Workers Union v Antigua Gases (Reference No. 20 of 1988)**. A reasonable employer will give as much warning as

possible of impending redundancy, will consult with the employee and their representative, will apply fair and objective selection criteria, will consider whether the selection has been made in accordance with those criteria, and will seek to see whether instead of dismissing the employee, alternative employment could be offered. These principles should only be departed from where good reason is shown to justify the departure.

38. Applying those principles to the evidence in this case:

- (a) The Employee received his termination letter on January 20, 2023, informing him that his employment would end on January 23, 2023 three calendar days later. Even accepting Mrs. Simon-Evanson's evidence that she met with the Employee on January 17, 2023 to inform him of the possibility of redundancy, this constitutes no more than three days' notice of an impending termination. This is plainly inadequate. No warning was given of the kind contemplated by the **Compair Maxam** principles namely, sufficient advance notice to allow the employee to consider alternatives, seek guidance, and take steps to mitigate the impact.
- (b) There was no meaningful consultation with the Employee. Mrs. Simon-Evanson's own evidence is that the termination decision had been under review since July 2020, yet the Employee was given no prior notification of any organisational changes that could affect his continued employment and no opportunity to discuss the possibility of redundancy. The meeting on January 17, 2023, assuming it occurred as the Employer described, did not constitute consultation. The Employee was presented with a difficult position: he was given a choice to be made redundant at very short notice or to be laid off without sufficient opportunity to take advice and consider.
- (c) The Employee was the only person selected for redundancy from among the Employer's pool of electricians. No objective criteria identified or applied. The selection was made without any transparent process.
- (d) The Employer did not offer the Employee alternative employment. Mrs. Simon-Evanson's evidence acknowledges this. The only options presented to the Employee was a choice between formal redundancy or lay-off. No consideration was given to whether any other role within the Employer's operation could have been offered.

39. The Court is therefore satisfied that even in the counterfactual scenario in which a genuine redundancy existed, the Employer's conduct of the redundancy process was unreasonable in all the circumstances, and the dismissal would in any event be unfair.

40. **CAN THE EMPLOYER INTRODUCE NEW EVIDENCE TO JUSTIFY THE TERMINATION?**

41. Section C10(1) of the Labour Code requires an employer who terminates an employee to issue a statement setting out the precise reason or reasons for the termination, either on the day of termination or within ten (10) days thereof. Section C10(3) provides that such statement shall be binding on the employer in any subsequent proceedings testing the fairness of the termination.
42. The termination letter of January 16, 2023 stated expressly and exclusively that the termination was by reason of the Employer downsizing its current staffing based on the economic climate and the lack of any major construction project. No reference was made to poor performance, disciplinary issues, lateness, absence, failure to submit work order reports, or any other conduct-based reason.
43. By these proceedings, the Employer has sought to introduce evidence of poor performance, absenteeism, and disciplinary issues through the witness statements of Simon-Evanson and Gardner. These matters are not contained in the termination letter. The Employer is accordingly bound by the reason stated in the termination letter pursuant to section C10(3) of the Labour Code and is estopped from relying on these additional matters as justification for the termination.

DOES THE SEVERANCE AGREEMENT AND RELEASE BAR THE EMPLOYEE'S CLAIM?

44. The Employer relies on the severance agreement and release acknowledgement of January 20, 2023 as a full and final settlement of all claims arising from the Employee's employment. The Employee contends the agreement was procured under economic duress and is therefore voidable.
45. The legal framework governing economic duress was authoritatively examined by the United Kingdom Supreme Court in *Pakistan International Airline Corporation v Times Travel (UK) Ltd* [2021] UKSC 40. The Court confirmed the existence of lawful act economic duress and identified its three constituent elements: (i) a threat or pressure exerted by the defendant that is illegitimate; (ii) that threat or pressure caused the claimant to enter into the contract; and (iii) the claimant had no reasonable alternative but to give in to the threat or pressure.
46. The majority in *Times Travel* held that the scope of lawful act economic duress is narrow and that the pressure must be of a kind that renders the resulting agreement unconscionable for the party who exerted it to enforce. The Court emphasised that commercial parties are generally entitled to pursue their own self-interest and that a finding of lawful act duress should be rare. Lord Burrows, concurring in the result, identified the requirements as a bad faith demand coupled with the deliberate creation or increase of the other party's vulnerability to that demand.

47. The Court is satisfied that all three elements of economic duress are established on the facts of this case.
48. The Employer conditioned the payment of the Employee's severance to which he was entitled as of right under section C41 of the Labour Code on his simultaneous execution of a release of all future claims. Severance is a statutory entitlement. It does not depend on the execution of any release. By conditioning payment of that statutory entitlement on a release, the Employer was not exercising a legal right in the ordinary commercial sense. It was using the Employee's financial vulnerability his mortgage obligations serviced by salary assignment, his role as main breadwinner, and his immediate need for the severance funds as leverage to obtain a waiver of his statutory right to seek compensation for unfair dismissal. The Court finds this conduct to be unconscionable within the meaning of the majority's test in *Times Travel*. It falls within the second category recognised in that case that is the use of illegitimate means to manoeuvre the other party into a position of vulnerability, forcing him to waive a pre-existing statutory right. Applying also Lord Burrows' concurring test, the Employer made a bad faith demand: it knew the Employee was entitled as of right to his severance and structured the process to ensure he could not access it without surrendering his right to seek compensation for an unfair dismissal it had just affected.
49. The pressure directly caused the Employee to sign. He had no legal advice, no time to consider the terms, and given his mortgage obligations he could not afford to forfeit his severance. His evidence on this point was consistent throughout and was not effectively challenged in cross-examination.
50. The Employee had no practicable alternative. He could not go without the money. His mortgage, his wife's income was insufficient to meet the household's obligations and he was the main breadwinner. The Court is satisfied there was no reasonable alternative available to him in the circumstances.
51. The recital in the release acknowledgement that the Employee signed 'voluntarily and knowingly' does not assist the Employer. A document which asserts voluntary execution does not become voluntarily executed merely because it says so. The circumstances of execution as found by this Court are incompatible with any genuine voluntariness.
52. The Court further notes that the severance calculation itself was incorrect, a further and telling indication that the Employee was given no meaningful opportunity to verify the terms before being required to sign. The Employer's subsequent acknowledgement of the shortfall and payment of \$1,650.00 to correct it is consistent with the Employee's account and wholly inconsistent with a genuinely voluntary full and final settlement knowingly entered into.
53. The Court holds that the severance agreement and release acknowledgement of January 20, 2023 were procured under economic duress. The agreement is accordingly voidable. The Employee has elected to avoid the agreement by

commencing these proceedings. That election was made promptly, the Employee sought legal advice without delay upon discovering the incorrect severance calculation, and these proceedings were filed on March 22, 2024. The Court is satisfied that no bar to rescission arises. The Employee did not affirm the agreement by acting consistently with its validity. There was no undue delay in electing to avoid it. The agreement having been validly avoided and does not constitute a bar to the Employee's claim for compensation for unfair dismissal.

WHAT COMPENSATION IS THE EMPLOYEE ENTITLED TO?

54. Having found that the Employee was unfairly dismissed, the Court turns to the measure of compensation to which he is entitled.

(a) Loss of Protection from Unfair Dismissal

An award under this heading is computed in the same manner as severance pay under section C41 of the Labour Code at least one day's pay at the Employee's latest basic wage for each month or major fraction thereof of his term of employment. The Employee was employed for eighty-three (83) months, from February 1, 2016 to January 20, 2023. At a daily rate of \$150.00, the entitlement is \$12,450.00.

(b) Immediate Loss

An employee who is unfairly dismissed is entitled to compensation for loss of earnings for the period between the date of his dismissal and the trial of the matter. The Employee is under a duty to take proper and reasonable steps to mitigate his loss of earnings. The evidence discloses that immediately after his termination, the Employee commenced temporary employment with the late Mr. Asot Michael at his residence at Dry Hill, doing electrical work at \$500.00 per week, from January 23, 2023 to March 31, 2023. In or around May 2023, he secured employment with Trevor Watkins of Paynters, St. George, as an Electrical Engineer, earning \$500.00 per week. He worked between four and five days per week depending on the availability of work and remained in that employment at the time of the hearing. He also gave evidence of starting a restaurant business at some point, but his evidence in that regard was sketchy at best. In any event, the Court is satisfied that these steps are consistent with proper mitigation of loss.

The Employee's immediate loss is the difference between his former weekly earnings of \$750.00 and his replacement earnings. During the period from January 23, 2023 to approximately March, 2023 (approximately 10 weeks), he earned \$500.00 per week a shortfall of \$250.00 per week.

From May 2023 onwards to the conclusion of the hearing, he continued to earn \$500.00 per week a continuing shortfall of \$250.00 per week. The Court therefore immediate loss of a further 14 weeks. Total immediate loss 24 weeks

in the sum \$6,000.00 (\$250.00 x 24 weeks) as his income differential for six months after his dismissal.

(c) Future Loss of Earnings

Future loss of earnings is the difference between the Employee's earnings from his terminated employment and his earnings from his current employment. The loss is not the total amount of current earnings but the differential. The Employee earns \$250.00 per week less than he earned with the Employer. The Employee claims 26 weeks at \$250.00 per week, amounting to \$6,500.00. The Court accepts this amount as reasonable and appropriate.

(d) Notice Pay

The Employee has already received notice pay of \$750.00. No further award under this head is made.

(e) Exemplary Damages

Section 10(4) and (5) of the Industrial Court Act Cap. 214 expressly authorises this Court to award exemplary damages to an employee who has been dismissed in circumstances that are harsh and oppressive or not in accordance with good industrial relations practices.

The Court is satisfied that the conduct of this Employer warrants an award of exemplary damages. The Employee was terminated with three days' effective notice after nearly seven years of uninterrupted service, without consultation, without warning, without selection criteria, and without any offer of alternative employment. The termination letter stated a reason as economic downturn and lack of construction projects which this Court has found was not established by the evidence. The Employee was then required to execute a release of all claims in order to receive his statutory severance entitlement, without the benefit of legal advice and under circumstances this Court has found constituted economic duress. The severance itself was incorrectly calculated. The manner of this termination was harsh, oppressive, and not in accordance with good industrial relations practices.

However, the Court must be guided by the principle that exemplary damages should be awarded only where compensatory damages are inadequate to punish the wrongdoer, mark the Court's disapproval of the conduct, and deter repetition. The Employee has sought exemplary damages in the sum of \$39,000.00 being \$750.00 x 52 weeks. The Court considers this amount to be disproportionate to the conduct, notwithstanding its seriousness. An award of exemplary damages in the sum of \$7,500.00 is just and appropriate in all the circumstances.

(f) **Costs**

Section C10(2) of the Labour Code provides that costs in proceedings of this nature are awarded only in exceptional circumstances. The Court finds that exceptional circumstances of this case in the sum of \$2,500.00.

ORDER

55. The Employee having been determined to have been unfairly dismissed is entitled to compensation.

1. The Employer shall pay the Employee compensation as follows:

Loss of protection	\$12,450.00
Immediate loss	\$ 6,500.00
Future loss of earnings	\$ 6,500.00
Exemplary damages	\$ 7,500.00
Cost	\$ 2,500.00
Total	<u>\$35,450.00</u>

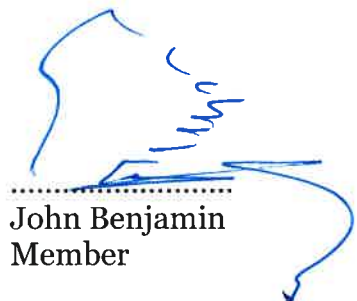
2. The amounts already paid by the Employer to the Employee EC\$10,800.00 severance, \$1,650.00 shortfall in severance, and \$750.00 notice pay totaling \$13,200.00 are deducted from this award. A residual sum of **\$22,250.00** is due to the Employee.

3. The Employer shall pay to the Employee the sum of **\$22,250.00** on or before May 24, 2026.

Dated the 24th day of April, 2025


Samantha May-Francis
President


Kari-Anne Reynolds
Member


John Benjamin
Member

Delivered by the Honourable John H.R. Benjamin