



Mega Transporters Co. Limited v Equity Bank Kenya Limited & 4 others (Commercial Case E008 of 2023) [2024] KEHC 12379 (KLR) (8 October 2024) (Ruling)

Neutral citation: [2024] KEHC 12379 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT KISII
COMMERCIAL CASE E008 OF 2023
TA ODERA, J
OCTOBER 8, 2024**

BETWEEN

MEGA TRANSPORTERS CO. LIMITED PLAINTIFF

AND

EQUITY BANK KENYA LIMITED 1ST DEFENDANT

STARTRUCK AUCTIONEERS 2ND DEFENDANT

PHILPS INTERNATIONAL AUCTIONEERS 3RD DEFENDANT

VITANGE AUCTIONEERS 4TH DEFENDANT

INTEGRA AUCTIONEERING (K) COMPANY 5TH DEFENDANT

RULING

1. The plaintiff filed this suit vide a plaint dated seeking the following order;
 - a. A declaration that the repossession of the motor vehicles attached the Defendants is irregular, illegal, null and void.
 - b. A mandatory injunction compelling the Defendants by itself, its employees, agents and/or servants to forthwith not to attach the Plaintiffs all the motor vehicles attached by the auctioneers on behalf of the Defendant.
 - c. Permanent injunction restraining the Defendants from attachment of the motor vehicle registration numbers KCY 381F, KCY 283C, KCX 248L, KTWC 985E, KTWC 984E, KTWC971E, KTWC 955E, KDA 079A, KDA 077A, KDA 076A, KDA 071A, KDA 075A, KDA 073A, KCX 657A, KCY 767R, KDA 105A, KCZ 990C, KCZ 275K, KAM 484E, KAK 348D, KCZ 343U, KDB 320 C, KDB 066X, KDB 067X, KDB 997N, KCZ 628Q, KCZ 629Q, KBX 519Y, KBB 304G, KBZ 289 B, KCB 677S, KCD 688X, KCG 369F, KCY 296P,



KCV 610H, KCV 789A, KCY 208F, KCY 209F, KDA 072A, KDA 074A, KCG 368F, KCH 321 T, KCV 748H, KCF 171X, KBZ 626J, KCV 636H, KCT 453J, KCV 514X, KCV 927A, KCV 570X, KCD 687X, KCV 300U, KCR 625D, KCR 617D, KCV 695H, KCY 061Z, KCY 382F, KCB 680F, KCW 148D, KCX 661A, KCX615A, KCX 287J, KCX 514M, KCY278C, KCY279C, KCY 284C, KCY 286C, KCY 277C, KCY 280C, KCY 282C, KCX 727C, KCY 201F, KCY 202P, KCY 203F, KCY 204F, KCY 205F, KCY 206F, KCY 207F, KCY 210F, KCY 383F, KCY 384F, KCY 386F, KCY 263X, KCY 350X, KCZ 709E, KCZ 713E, KCV 647H, KCX 149S, KCZ 904W, KCZ 342U, KCZ 089U, KCZ 921P, KCY 385F, KCU 0S0K, KCV 050K, KCV 042J, KCV 739H, KCG 370F, KCV 822J, KCT 959J, KCT 912M, KCS 378J, KCT 429Q, KCV 487D, KCV 926A, KCV 853H, KCX 030B, KCY 285C, KCX 662A, KCY 281C, KCV 606H, KCV 607H, KCV 605H, KCW 203T, KCV 032N, KCT 463Q, KCV 243H, KCS 299U, KCS 253E, KCS 954C, KCS 9583, KCR 669D, KCR 620D, KCR 630D, KCH 323T.

- d. An order for damages for breach of the Loan Agreement dated 24th November 2021.
 - e. Interest on 3 above at court rate until payment in full.
 - f. Costs of the suit.
 - g. Any other relief that this Honourable Court may deem fit to grant.
2. In support of the above prayers the Plaintiff averred that the Plaintiff and the 1st Defendant have a bank and customer relationship where the Defendant extended a loan facility to the Plaintiff through a loan agreement dated 24th November 2021. Through a letter dated 24th November 2021 the Plaintiff and 1st Defendant entered into a loan agreement where the Plaintiff was advanced seven (7) facilities. Revolving overdraft limit Kshs. 500,000,000.00
- a. Non-Revolution Asset Finance Limit Kshs.250, 000,000.00
 - b. Non-Revolution Usance Letter of Credit
 - c. (Inner Limit to Facility II) Kshs 250,000,000.00
 - d. Term Loan Kshs.388, 000,000.00
 - e. Revolving Insurance Premium Finance Kshs. 20,000,000.00
 - f. Revolving Short Term Loan Limit
(Inter-available in USD and Kshs) USD.10, 0000,000.00
 - g. Revolving Bank Guarantees
-Inner to Facility Kshs. 250,000,000.00
TOTAL: Kshs. 2,258,000.000.00
3. The Applicant averred too that as per the said agreement, it offered its 131 motor vehicles named hereinabove and other assets as security over the above securities. He went on to aver that the 1st Defendant however requested for more/extra security as per the facility on which Kenya Commercial Bank who is also a lender to the Plaintiff provided the extra security to the Defendant in which the process took longer. He went on to aver that the 1st Defendant has only approved and disbursed Loan Facility amounting to Kenya Shillings Five Hundred Million (Kshs. 500,000,000.00) being facility 1 of the loan description as per number 1 of the Facility Description.



4. He contended that of the facilities approved only one facility, the revolving overdraft limit which was disbursed to the Plaintiffs Account. The facility was partially utilized to pay off the overdraft facility balances outstanding at Diamond Trust Bank.
5. The plaintiff averred too that vide a letter dated 6th September 2022, the 1st Defendant issued a notice to the Plaintiff alleging that the Plaintiff is in breach by failing to observe paragraph 3 subsection 3.1 of the Loan agreement in which the 1st Defendant demanded a loan repayment of Kenya Shillings Four Hundred and Ninety-Eight Million, One Hundred and Nineteen Thousand, Seven Hundred and Fifty-Five (Kshs. 498,119,755.00). The Plaintiff further averred Paragraph 3 (3.1) of the agreement provided that “the proposed facility will be secured by all asset (fixed and floating) debenture charged for Kshs. 1,452 2,779,000/= over the borrower existing and future assets registered and stamped in favour of the bank to rank in paripassu with Kenya Commercial Bank Limited”. It was the plaintiff’s averment too that as per the loan agreement under paragraph 3(3.1) the facility will be secured with a debenture charged that existed with Kenya Commercial Bank.
6. The Plaintiff disposed equally that on 17th October 2022 the Plaintiff was astonished and without any default by the Plaintiff to service the facility to receive an email from 1st Defendant on which the Defendant informed the Plaintiff that it would not be able to access the Revolving Overdraft facility.
7. The Plaintiff disposed too that Vide a letter dated 1st December 2022 the 1st Defendant demanded from it an alleged arrears of Kenya Shillings Three Hundred and Seventy-Two Million, Four Hundred and Sixty-One Thousand Five Hundred and Eight and Eighty-Seven Cents (Kshs. 372,461,580.87) from the revolving overdraft facility. Upon receiving the said notices from the 1st Defendant it requested a meeting in which the 1st Defendant and the Plaintiff held a meeting on 15th December 2022. The meeting resulted to a resolution in which the 1st Defendant allowed the Plaintiff to access the account, the 1st Defendant to recover the available amount in the account of Kenya Shillings One Hundred and Four Million, Seven Hundred and Forty-Two Thousand Three Hundred and Forty-Two (Kshs. 104,742,342.00) for settlement of the revolving overdraft facility and finally the 1st Defendant to receive 50% of the sale proceeds daily on account number 0840297456612 up until the overdraft is fully paid.
8. The Plaintiff averred the 1st Defendant thereafter cancelling the revolving overdraft facility as from 17th October 2022 it continues to accrue interest in which the plaintiff is paying and has not enjoyed the overdraft facility.
9. The Plaintiff decried that the 2nd to 5th Defendants wants/have repossessed the motor vehicles without following the proper procedure in accordance with the *Auctioneers Act*. He decried too that the 1st Defendant through various 2nd to 5th Defendants is demanding Kshs. 352,361,487.07 through the proclamation notices which the amount is below the limited overdraft facility of Kenya Shillings Five Hundred Million (Kshs. 500,000,000.00).
10. It was the plaintiff’s cry too that 1st Defendant is malicious by wanting to attach the Plaintiffs motor vehicles which have no/any default as the Plaintiff has been servicing the loan and is still in the range of the overdraft facility of Kshs. 500,000,000.00 before the cancellation by the Defendant.
11. The Plaintiff claimed too that the 1st Defendant has instructed several auctioneers the 2nd to 5th Defendants to illegally proclaim and attach the assets over the facility. The Plaintiff contended that the 2nd to the 5th Defendant without following the proper procedure proceeded to attach its motor vehicles which were loaded with goods that were not the Plaintiffs goods and are likely to auction the motor vehicle with the said goods.



12. The plaintiff revealed that on 31st October 2023 the 2nd Respondent has advertisement for sale of motor vehicles registration numbers. KCY 381F, KCY 386F, KCY 061Z, KDA 072A, KCH 321 T, KCT 453J, KCT 436Q, KBW 945Q AND KYE 324 were to be auctioned on 9th November 2023. The Plaintiff decried that it uses the motor vehicles for commercial purposes and is into distribution of food stuff and other goods in Kenya. He argued that the process that was being relied upon by the 1st Defendant in an effort to recover the loan arrears is legally flawed and if allowed to go unrestrained will allow the Defendants to perpetuate an illegality. It decried that as result of the illegal acts of the Defendants is in immense loss of business.
13. The Plaintiff together with the plaintiff filed a Notice of Motion Application under certificate of urgency seeking an order of temporary injunction restraining the Respondents whether themselves their agents, employees, servants or any person acting at their behest from seizing, removing selling disposing of alienating, or in any other manner interfering with the Applicant/Plaintiff's motor vehicle. The Application was followed with yet another Application dated 3rd November, 2023 seeking the same prayer.
14. In response to the Applications, the 1st Defendant filed grounds of opposition 17th November, 2023. The grounds of opposition were that;
 - i. The applications dated 30th October, 2023 and 3rd November, 2023 res judicata in light of the decision in Nairobi High Court Commercial Suit E044 of 2023 *Mega Wholesalers Limited vs Equity Bank Limited, Vintage Auctioneers and 3 others* on 12th October 2023. In that decision, the High Court dismissed an application by Mega Wholesalers Limited, a related company to the plaintiff herein, seeking to stop the 1st defendant from exercising its power of sale over the same motor vehicles that are the subject of these proceedings.
 - ii. The present suit is sub judice as the matter in issue in the present proceedings is also directly and substantially in issue in Nairobi High Court Commercial Suit E044 of 2023 *Mega Wholesalers Limited vs Equity Bank Limited, Vintage Auctioneers and 3 others*.
 - iii. The plaintiff has not established a prima facie case with a probability of success as is required for the grant of interlocutory injunction for the following reasons:
 - a. The plaintiff is not the owner of the motor vehicles that are the subject of these proceedings. The motor vehicles the subject of these proceedings are owned by Mega Wholesalers Limited. Mega Wholesalers Limited charged the motor vehicles to the 1st defendant as security for credit facilities advanced to Mega Wholesalers Limited through the facility letter dated 24th November 2021.
 - b. Mega Wholesalers Limited is in default of the facility letter dated 24th November 2021.
 - c. Mega Wholesalers Limited instituted Nairobi High Court Commercial Suit E044 of 2023 *Mega Wholesalers Limited vs Equity Bank Limited, Vintage Auctioneers and 3 others* to stop the 1st defendant from exercising its power of sale in respect of the charged motor vehicles. The High Court dismissed Mega Wholesalers Limited's injunction application by a ruling of 12th October 2023.
 - iv. Mega Wholesalers Limited is in default of the facility letter dated 24th November 2021 and the 1st defendant is entitled to exercise its power of sale with respect to the movable securities provided by Mega Wholesalers Limited.



- v. The plaintiff has failed to demonstrate the irreparable loss it is likely to suffer that cannot be compensated by an award of damages if the 1st defendant proceeds to realize the movable securities provided by Mega Wholesalers Limited. Any loss that the plaintiff may suffer is calculable and can be compensated by damages.
 - vi. The 1st defendant is a stable bank and there is no suggestion that it will be unable to compensate the plaintiff if the plaintiff is successful at the trial.
 - vii. The balance of convenience tilts in favor of the 1st defendant. The 1st defendant is owed a substantial sum of money; which sum continues to accrue interest. Mega Wholesalers Limited have failed to provide adequate security as required under the facility letter dated 24th November 2021 and the longer the debt remains outstanding the harder it will be for the 1st defendant to recover the monies advanced to Mega Wholesalers Limited.
15. Based ground prayer 2 the grounds of opposition, the 1st Defendant filed an Application dated 20th February, 2024 seeking order setting aside the temporary orders that this court had issued on 6th November, 2023 as well as striking out the plaint dated 31st October, 2023. In the Alternative the 1st Defendant sought for the suit to be transferred to Nairobi and be heard together with Nairobi High Court Commercial Suit E044 of 2023 Mega Wholesalers Limited vs Equity Bank Limited, Vintage Auctioneers and 3 others.
16. The 1st Defendant's Application was based on grounds that;
- i. By an order made on 6th November, 2023 this court made an order staying the sale of motor vehicle KCY 381 F, KCY 286F, KCY 061Z KDA 072A, KCH 321T, KCT 453Q KBW 945Q and KYE 324 pending hearing and determination of the Application dated 3rd November, 2023.
 - ii. The plaintiff obtained the order of 6th November 2023 despite material non-disclosure of facts and making false statement intended to mislead the court as follows:
 - a. The plaintiff failed to disclose that its related company, Mega Wholesalers Limited had previously filed Nairobi High Court Commercial Suit No E044 of 2023 *Wholesalers limited versus Equity Bank Limited & 4 Others* to stop the 1st defendant from exercising its power of sale in respect of the same motor vehicles that are the subject matter of these proceedings and making the same allegations that have been made in these proceedings.
 - b. The plaintiff failed to disclose that by a ruling dated 12th October 2023 Mabeya J dismissed the injunction application filed in Nairobi High Court Commercial Suit No E044 of 2023 *Mega Wholesalers Limited versus Equity Bank Limited & 4 others* and held that Mega Wholesalers Limited had not demonstrated that it has a *prima facie* case or that it would suffer irreparable damage.
 - c. The plaintiff misled the court that the credit facilities advanced vide the facility letter dated 24th November 2021 were advanced to the plaintiff when these credit facilities were advanced to Mega Wholesalers Limited.
 - d. The plaintiff has misled the court by stating that the motor vehicles that are the subject of these proceedings are owned by the plaintiff when they are owned by Mega Wholesalers Limited.



- iii. The plaintiff herein is a related company to Mega Wholesalers Limited. Abdi Mohamed Ali is the sole director and shareholder of both Mega wholesalers Limited and Mega Transporters Co. limited
 - iv. The plaintiff did not disclose the existence of the Nairobi High Court Commercial Suit No E044 of 2023 *Mega Wholesalers Limited versus Equity Bank Limited & 4 others* at the time it instituted this proceeding
 - v. The plaintiff's conduct is a clear abuse of the court process. The plaintiff and its related company are filing repeated Applications seeking same reliefs over the same subject matter without pursuing their initial suit to conclusion.
 - vi. It will be a travesty of justice to allow the plaintiff to abuse the court process to continue by hearing and determining this matter.
 - vii. The present suit is a thinly veiled attempt to re-litigate the injunction application, that was dismissed on 12th October, 2023 and the matters that are still pending in Nairobi High Court Commercial Suit No E044 of 2023 *Mega Wholesalers Limited versus Equity Bank Limited & 4 others*
 - viii. The plaint dated 31st October 2023 is res judicata and subjudice in that it raises matters which were raised in Nairobi High Court Commercial Suit No E044 of 2023 *Mega Wholesalers Limited versus Equity Bank Limited & 4 others* and determined and/or are still pending before that court.
17. In response to the Application filed by the 1st Defendant, the Plaintiff filed grounds of opposition dated 6th May, 2024 which were that;
- a. The Application is incompetent and incurably defective as it has been brought under wrong sections of the law.
 - b. The Applicant's application has failed to meet the legal threshold to set aside/review the order of 6th November, 2023 under the mandatory provisions of order 45 rule 1 of the *civil procedure rules*.
 - c. The Applicant's Application has failed to meet the legal threshold to strike out a suit and the order of this court dated 6th November, 2010 provisions of order 2 rule 15 of the civil procedure rules 2010.
 - d. The Application is an abuse of the court process as the Applicant has knowingly and grossly misled the court that the matter at Nairobi High Court Commercial Suit No. E044 of 2023 since the parties and the subject matter are totally different.
 - e. The Application is misconceived and brought in bad faith and full-falsehood.
 - f. Applicants' Notice of Motion Application dated 20th February, 2024 is mischievous unmerited and ought to be dismissed with costs.
18. This court ordered that the 1st defendant's Application dated 20th February, 2024 be disposed of first by way of written submissions and directed the parties to file their written submissions. Both Parties have filed their submissions which I have considered.



Issues of Determination.

19. Having analyzed the 1st Defendant's Application which is the subject of this ruling, the grounds of Opposition filed by the Plaintiff, the Plaintiff's claim in totality and the submissions of the parties, I have identified the following as the main issues of determination.
 - a. Whether the suit is subjudice
 - b. Whether the Applications dated 30th October, 2023 and 3rd November, 2023 are Res Judicata

Analysis And Determination

Whether the suit is Sub Judice

20. The 1st Defendant contends that the suit herein is sub judice Nairobi High Court Commercial Suit No E044 of 2023 *Mega Wholesalers Limited versus Equity Bank Limited & 4 others*. In its view the plaintiff failed to disclose to this court that it is a related company, Mega Wholesalers Limited had previously filed Nairobi High Court Commercial Suit No E044 of 2023 Wholesalers limited versus Equity Bank Limited & 4 Others to stop the 1st defendant from exercising its power of sale in respect of the same motor vehicles that are the subject matter of these proceedings and making the same allegations that have been made in these proceedings. The Plaintiff on his part claims that the Parties and the subject matter are totally different.
21. In *Kenya National Human Rights Case Supra*, the Supreme Court expressed itself as follows: -

“The term sub judice is defined in *Black's law Dictionary* 9th Edition as “Before the court or Judge for determination”. The purpose of the sub judice rule is to stop the filing of a multiplicity of suits between the same parties or those claiming under them over the same subject matter so as to avoid abuse of the court process and diminish the chances of courts, with competent jurisdiction, issuing conflicting decisions over the same subject matter. This means that when two or more cases are filed between the same parties on the same subject matter before courts with jurisdiction, the mater that was filed later ought to be stayed in order to await the determination to be made in the earlier suit. A party that seeks to invoke the doctrine of re sub judice must therefore establish that; there is more than one suit over the same subject matter; that one suit was institute before the other; that both suits are pending before courts of competent jurisdiction and lastly; that the suits are between the same parties or their representatives”
22. From the above case it is clear that the elements to prove in a claim that a suit subjudice are that;
 - a. there is more than one suit over the same subject matter;
 - b. one suit was instituted before the other;
 - c. that both suits are pending before courts of competent jurisdiction lastly;
 - d. that the suits are between the same parties or their representatives
23. Is there more than one suit over the same subject matter? The 1st defendant alleges there is a similar suit pending in Nairobi over the same subject matter. The subject matter of this suit is the plaintiff seeking the aid of this court to stop the 1st Defendant from exercising its power of sale over its motor vehicles that it had used as security to secure a revolving overdraft limit facility amounting to Kshs. 500,000,000 vide a loan agreement dated 21st November, 2021 on allegations of arrears amounting to Kshs. 372,



- 461, 487.87. The subject matter of the suit pending in Nairobi as per the Plaint dated 7th February, 2023 which the 1st defendant has attached to his Application is one where Plaintiff (Mega Wholesalers Limited) sought orders to stop the 1st Defendant from exercising its power of sale in respect of its motor vehicles that had been charged to secure a revolving facility of Kshs. 500,000,000 vide loan agreement dated 21st November, 2021.
24. After a keen observation of the pleadings I have discovered that the motor vehicles which are the subject of the two suits are the same save that the Plaintiff in this current suit decided to change the arrangement in such a manner as to deceive the court that the motor vehicles are different. As if that is not enough the Plaintiff has not shared any documents to show that the vehicles belong to it and not the plaintiff in the suit pending in Nairobi. The Plaintiff did not make any attempt to share the alleged loan agreement dated 21st November, 2021 it had with the 1st Defendant to differentiate the same with the one the 1st Defendant entered with Mega Wholesalers Limited which the 1st Defendant has attached an exhibit. It therefore remains that the credit facility figure, the date the loan agreement was entered, the motor vehicles that were used as security and the figure for the alleged arrears are similar in both suits and thus the subject matter in both suits is similar.
 25. Was the suit in Nairobi filed before this suit? From the pleadings of the suit filed in Nairobi that were supplied to this court by the 1st Defendant it is shown that the same was filed on 7th February, 2023. This Suit on the other hand
 26. Are both suits are pending before courts of competent jurisdiction? The 1st Defendant who has not challenged the competence of this court has demonstrated without any challenge from the Plaintiff that the Nairobi Matter is pending hearing and determination before the commercial division of the High court which is a Court of concurrent jurisdiction with this court and hence competent to hear and determine this suit.
 27. Are suits between the same parties or their representatives? It is a common ground between the parties that the parties to the suit are different. However, the 1st who has been sued together with the other defendants in both suits has averred that; (iii). The plaintiff herein is a related company to Mega Wholesalers Limited given Abdi Mohamed Ali is the sole director and shareholder of both Mega Wholesalers Limited and Mega Transporters Co. limited. In order to prove its assertions, the 1st defendant records relating to the two entities from the Companies Registry at 14th November, 2023 which revealed that Abdi Mohamed Ali is the sole director and shareholder of both entities. The 1st Defendant has uncontrovertibly proved that indeed the two affidavit sworn in both suits supporting the Applications for temporary injunction were both sworn by Abdi Mohamed Ali.
 28. This Court notes that the plaintiff herein attached to his Supporting Affidavit as exhibits proclamation of Attachment notices issued by the 2nd to 5th Respondents to Mega Wholesalers Limited, the Plaintiff in the suit pending in Nairobi High Court. This Court equally takes Judicial Notice that the Plaintiff cunningly avoided to attach a copy of an email it alleged to have received from the 1st Defendant as well as the demand letter dated 1st December 2022 from the 1st Defendant demanding arrears amounting to 372,461,580.87 which documents would have aided the court to dismiss the plaintiff's claim that the two entities have no relationship and that the claims in both suits are different. To make matters was the plaintiff cunningly failed to attach a copy of the loan agreement between it and the 1st Defendant to prove that the two claims in the two suits are independent of each other and that there is no relationship between it and Mega Wholesalers limited.
 29. From the above analysis it's outright that the 1st Defendant's claim that this suit sub judice is correct and must be upheld by this court.



Whether the Plaintiff's Application 3rd November, 2023 are Res Judicata

30. The 1st Defendant averred that the plaintiff failed to disclose that by a ruling dated 12th October 2023, Mabeya J dismissed the injunction application filed in Nairobi High Court Commercial Suit No E044 of 2023 *Mega Wholesalers Limited versus Equity Bank Limited & 4 others* and held that Mega Wholesalers Limited had not demonstrated that it has a prima facie case or that it would suffer irreparable damage. The 1st Defendant was candid enough to supply this court with a copy of the said ruling as exhibit in support of his Application.
31. Having established related subject matters, filed by related parties seeking same orders in two court of competent jurisdiction this court has no business entertaining Applications which have already been determined by a court of competent Jurisdiction. I agree with the Applicant that the Plaintiff misled the court into issuing it with an Exparte temporary injunction on 6th November, 2023 pending the hearing and determination of the Application dated 3rd November 2023 interpartes while Mabeya J had made a ruling declining to grant an order of temporary upon hearing both parties. It goes without saying that the application dated 3.11.23 is Resjudicata .

Conclusion

32. In conclusion therefore, this court finds that the Application by the 1st Defendant dated 20.2.24 is meritorious and proceed to allow it and order as follows;
- a. The Application dated 3rd November, 2023 is dismissed for being Res judicata.
 - b. The Plaintiff's Plaint dated 31th October, 2023 is hereby struck out for being Subjudice High court commercial suit E044 of 2023
 - c. The 1st Defendant shall have the costs of this suit.
33. It is so ordered.

DELIVERED VIRTUALLY VIA TEAMS PLATFORM IN THE PRESENCE:

Padan I hold brief for Mr. Kiragu Kimani for the 1st defendant

N/A for Plaintiff

Court Assistant - Oigo

Padan: We seek a copy of the ruling

Order: Same be supplied upon payment.

T.A ODERA

JUDGE

8.10.24

