



**Kenga v Petrocity Enterprises Limited (Cause E051 of 2022)
[2025] KEELRC 2495 (KLR) (18 September 2025) (Judgment)**

Neutral citation: [2025] KEELRC 2495 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT MOMBASA
CAUSE E051 OF 2022
K OCHARO, J
SEPTEMBER 18, 2025**

BETWEEN

FREDRICK KALUME KENGA CLAIMANT

AND

PETROCITY ENTERPRISES LIMITED RESPONDENT

JUDGMENT

Introduction

1. By a Memorandum of Claim dated 16th June 2022, the Claimant sued the Respondent seeking the following reliefs;
 - a. A declaration that the Claimant's employment was unfairly, unjustly, and wrongfully terminated.
 - b. That the Respondent be ordered to pay the Claimant his terminal and contractual dues amounting to KShs. 4,858,888.47 as particularised in paragraph 21 of the Statement of Claim.
 - c. Costs of the claim.
 - d. A declaration that the Respondent ought to issue the Claimant with a certificate of service.
 - e. Interest on [b] and [c] above from the date of filing the claim till full payment.
 - d. Any other relief that the Honourable Court would deem just and fit to grant.
2. The Respondent opposed the claim through a Response to the Memorandum of Claim dated 28th June 2022, which was subsequently amended on 27th April, 2023, denying the Claimant's cause of action and entitlement to the reliefs sought.



3. In accordance with the Court's Procedure Rules, the Claimant filed an Amended Response to the Respondent's Statement of Response, reaffirming the contents of his Statement of Claim and denying the Respondent's assertions that he lacked a cause of action against them and that he was not entitled to the reliefs he sought.

The Claimant's Case

4. It was the Claimant's case that the Respondent employed him on 1st June 2002 as an Accountant Assistant, and at the time of termination of his employment, he was earning KShs 85,000 per month.
5. His duties included, among others, reconciliation of bank accounts and statements.
6. On or about 22nd June 2019, while undertaking bank reconciliation, he discovered that the manager had not banked one million seven hundred fifty thousand two hundred fifteen. The money was missing and unaccounted for. He reported the discovery to his immediate supervisor, Mr Anwar Nandha.
7. The supervisor summoned the Station Manager, Mr. Karim Jaffer, to the Respondent's Head Office to explain the missing sum. The Manager admitted to failing to bank part of the daily sales for the Bamburi Petrocity Service Station on various dates between 15th June 2019 and 21st June 2019. He confessed to having utilised the said amount for his personal use due to an emergency that he had. He asked for forgiveness and promised to reimburse the amount.
8. The Claimant indicated that all correspondence concerning the matter and the acknowledgement by the Manager were conducted exclusively via electronic mail.
9. On 24th June 2019, he and his immediate supervisor, the Chief Accountant, were summoned by the Managing Director, Mr. Aman Kurji, to his office. The Managing Director was furious with them. He hurled insults, blaming them for the incident, even though the perpetrator had admitted to the offence. He accused them of taking too long to uncover the loss.
10. Amid insults and humiliation, he was ordered by the Managing Director to resign from the Respondent's employment with immediate effect under threats that if he failed to do so, he would be implicated in the theft of the money.
11. The Managing Director also threatened that he would call the police and ensure that he had him arrested for theft unless he resigned.
12. The Managing Director ordered him out of the office. He refused to listen to any of his explanations, despite the Bamburi Service Station Manager's admission that he had misappropriated the money and had even committed himself to refunding it.
13. He resigned from the Respondent Company. The Respondent received his resignation letter on 25th June 2019. They acknowledged receipt of the same and promised to pay his terminal dues at the end of the month.
14. The events at the office, the public humiliation, and the allegations of theft caused him mental anguish, torture, and suffering. These, along with the fact that his resignation was obtained through threats of incrimination and intimidation, indicated that the Respondent was no longer interested in maintaining the employment relationship and that their actions were inconsistent with their desire to have his continued service.
15. The Respondent never made statutory remittances [NSSF and NHIF] in the years 2002 to 2006, despite making monthly deductions on his salary.



16. He contended that during his tenure of employment, he went on leave. At separation, he had 357 accrued leave days.
17. It was the Respondent's tradition that upon termination, an employee would be paid his gratuity calculated at 15 days' salary for each year worked. Despite this, the Respondent refused to pay him the gratuity.
18. Though he usually worked overtime due to the nature of his work and the workload, the Respondent never compensated him.
19. He asserted that by reason of the premises, he is entitled to;
 - i. Salary in lieu of notice [1 month]KShs. 85,000.
 - ii. Service pay from 2002-2006.....KShs.196,153.
 - iii. Unpaid leave days [21 days per year for 9 years]..... 617,884.47.
 - iv. Unpaid weekly rest days for 5.5 years from 2002-2007..... KShs. 863,082.V. Overtime KShs. 1,243,113.30.
 - vi. Gratuity for 17 years worked KShs. 833,653.35
 - vii. Compensation for unfair termination [12x85,000]..... KShs, 1,020,000.
20. Cross-examined by Counsel for the Respondent, the Claimant testified that during his tenure of employment, he was not promoted, but he had salary increments from time to time.
21. On 22nd June 2019, he found out that the Manager of Bamburi Service Station was not banking the sale proceeds as required, and as a result, some money would not be accounted for. The amount lost was KShs. 1,750,215. The Station Manager admitted that he had not deposited the money into the till. This incident occurred between June 15th and June 21st, 2019.
22. He would receive documents from stations to facilitate the reconciliation. The papers would take several days to arrive at his office from the Station Manager. This is why it took some time before he realised that money was not being banked.
23. The Station Manager was dismissed. He was also forced to refund the money.
24. He asserted that his claim against the Respondent is based on the fact that their Managing Director unlawfully forced him to resign. He had to submit a resignation letter or face arrest by the police. He verbally pressured him to resign. This occurred in the presence of other employees, including the Senior Accountant.
25. In the resignation letter, he didn't admit any wrongdoing. He recounted the events that made it unquestionably clear that his continued presence in the company was unsustainable and unwelcome.
26. He admitted that he was issued a certificate of service. The Respondent paid him one month's salary in lieu of notice, KShs. 43, 841.
27. He further stated that he utilised some of his leave days and applied for and signed off on those days
28. The pay slip for August 2019 has an item for leave days, Kshs. 53, 854. The money was paid to him. This was a payment in lieu of leave days not utilised.



29. He was a member of the National Social Security Fund. The Respondent began making remittances to the Fund in 2006. Between 2002 and 2006, they did not make any remittances. He claims Kshs. 196, 153.85, being the amount that ought to have been remitted during that period.
30. He testified that his salary during the period was KShs—35,000 per month.
31. He further testified that there were no fixed working hours. The understanding between him and the Respondent was that he would extend his working hours depending on the volume of work, as he was the only one in the office. However, he has no records to show that he worked overtime.
32. In his evidence during re-examination, the Claimant stated that the Managing Director threatened him with arrest. He had to resign because he lacked the financial means to defend himself against any criminal charges that would be brought by his employer, who, by all standards, was a millionaire and a highly influential figure within the oil industry.
33. Upon receipt of his resignation letter, the Respondent didn't dispute the contents therein.
34. The Respondent did not pay him all the terminal benefits to which he was entitled. He reiterated that he had not utilised all his leave days. He began taking leave in 2011.
35. The Claimant presented his son, William Kenga [CW2], to testify in support of his case. The witness adopted his witness statement dated 11th May 2023 as his evidence in chief.
36. The witness stated that on 24th June 2019, he received a call from the Claimant, and he immediately realised that something was not right. When he called the Claimant, he sounded distressed and informed him that he was under threat of arrest.
37. In the evening of that day, he expressed that he would not be reporting to work the following day for fear of arrest and shame. He resigned.
38. Cross-examined by counsel for the Respondent, the witness stated that at the material time, the Claimant was distraught and very disturbed by the events at the workplace.
39. When the father called him, he explained how he had discovered the loss of money and how the Managing Director summoned and instructed him to resign, despite being innocent and having committed no offence.
40. Respondent's case. The Respondent called one witness, Lydia Adongo Namude, their Human Resources Assistant Coordinator, to testify on their behalf. She adopted her witness statement as her evidence in chief. She stated that through a letter dated 24th June, 2019, the Claimant chose to resign from employment. The letter was received on June 25, 2019. His terminal benefits were then calculated and paid to him.
41. Further, the Claimant did not work overtime. He used all his leave days. The Claimant is not entitled to gratuity pay as it was not provided for in the employment contract. He is further not entitled to service pay as he was a member of NSSF and remittances were made to his account, duly.
42. The Respondent had strict work hours, and at no time was the Claimant required to work overtime or extra days as he alleged.
43. The Claimant was issued a certificate of service, and indeed it is one of the documents he tendered before this Court. This clearly demonstrates how ill-intentioned his suit before the court is.
44. She further asserted that some of the claims by the Claimant are time-barred and this Court has no jurisdiction to entertain them.



45. Cross-examined by Counsel for the Claimant, the witness testified that at separation, the Claimant was earning a monthly salary of KShs. 85,000.
46. She first came into the employment of the Respondent in 2021. She was, therefore, not in their employment when the events, the subject matter of this case, were taking place.
47. The person who instigated the resignation isn't a witness for the Respondent. Mr. Amin Kanji is still their Managing Director.
48. The witness further testified that she isn't aware of the theft of KShs. 1,750,215.99.
49. At the time of his resignation, the Claimant had worked for the Respondent for 19 years. The Managing Director accepted the resignation.
50. Per the documentary evidence presented by the Respondent, the Claimant utilised all his leave days. She further testified that the Respondent, as the keeper of records, has not provided any documentary evidence to rebut the Claimant's claim of overtime.
51. The Respondent maintains an employees' register, which has not been presented as evidence.
52. Claimant's written submissions dated 24th February, 2025. The Claim was commenced by way of a Memorandum of Claim dated 16th June 2022. The Claimant asserts that he was employed by the Respondent on 1st June 2002 as an Accountant and served diligently. At the time of separation, his gross monthly salary was Kshs. 85,000/=.
53. The Claimant avers that on or about 22nd June 2019, in the course of executing his duties, he discovered that the sum of Kshs. 1,750,215.99 had not been banked by the Station Manager of the Respondent's Bamburi Petrocity Service Station. He promptly reported this anomaly to his immediate supervisor, the Station Manager, who, upon inquiry, admitted to being responsible for the loss of the unbanked funds.
54. On 24th June 2019, the Claimant was summoned to the Managing Director's office, where he was verbally abused, publicly humiliated in front of colleagues, and branded "useless." The Managing Director accused him of discovering and reporting the discrepancy late and further issued an ultimatum, stating that he would be falsely implicated in the theft of the unbanked funds if he did not resign immediately. Fearing a real risk of arrest and prosecution due to the Managing Director's influence, and distressed by the humiliation and threats, the Claimant submitted his resignation letter on the same day. The resignation was formally acknowledged by the Respondent on 10th July 2019.
55. It was further submitted that RW-1, who testified for the Respondent, confirmed that she was not present on the day of the events. The High Court in *Kenya Commercial Bank Ltd v Thomas Wandera Oyalo* [2005] eKLR, disregarded the evidence of a manager who, at the time of the events forming the cause of action, was not present at the branch.
56. The Claimant submitted that he was constructively dismissed. He placed reliance in the cases of *Coca Cola East & Central Africa Limited v Maria Kagai Ligaga*, Civil Appeal No 20 of 2012, and *Western Excavating (ECC) Ltd v Sharp* (1978) QB 761, where it was held that constructive dismissal occurs when by their conduct of the employer suggests that they no longer wish to be bound by the essential terms of the contract.
57. The Claimant submits that the actions of the Respondent in procuring his resignation under the threat of arrest and implication in a criminal offence amounted to unfair constructive termination.



58. The Claimant relied on the definition of constructive dismissal by Lord Denning MR in *Western Excavating (ECC) Ltd v Sharp* (1978) 2 WLR 344 as follows; "If the employer is guilty of conduct which is a significant breach going to the root of the contract of employment, or which shows that the employer no longer intends to be bound by one or more of the essential terms of the contract, then the employee is entitled to treat himself as discharged from any further performance. If he does so, then he terminates the contract by reason of the employer's conduct. He is constructively dismissed. The employee is entitled in those circumstances to leave at the instant without giving any notice at all or, alternatively, he may give notice and say he is leaving at the end of the notice. But the conduct must in either case be sufficiently serious to entitle him to leave at once. Moreover, he must make up his mind soon after the conduct of which he complains; for, if he continues for any length of time without leaving, he will lose his right to treat himself as discharged. He will be regarded as having elected to affirm the contract".
59. Further reliance was placed on the case of *Nathan Ogada Atiagaga V David Engineering Ltd*(2015) eKLR, the court stated that, "Constructive dismissal occurs when an employee resigns because their employer's behaviour has become so intolerable or made life so difficult that the employee has no choice but to resign. Since the resignation was not truly voluntary, it is in effect a termination..."
60. In *Leena Apparels (EPZ) Limited v Nyevu Juma Ndokolani* (2018) eKLR, the Court observed that: "However, it is worth remembering that in constructive dismissal, the issue is primarily the conduct of the employer and not the conduct of the employee unless waiver, estoppel or acquiescence is in issue. In other words, an employer is required not to behave in a way that amounts to a repudiatory breach of contract."
61. Having established that the Claimant was constructively dismissed, the Claimant is therefore entitled to the reliefs sought in his Memorandum of Claim; One month's salary in lieu of notice (Kshs. 85,000/=), as no notice was given prior to termination. Unpaid leave for the period 2002–2010 (Kshs. 1,167,115.38/=), given that the Claimant never proceeded on annual leave during this period. Service pay for 2002–2006 (Kshs. 196,153.85/=), as the Respondent failed to remit statutory deductions for NSSF during this time. Gratuity for seventeen (17) years of service (Kshs. 833,653.85/=), which the Respondent customarily paid to long-serving employees. Compensation for unfair termination (Kshs. 1,020,000/=), equivalent to twelve (12) months' salary, justified by the egregious abuse, humiliation, and coercion to which the Claimant was subjected despite his long and blemish-free service.

Respondent's written submissions dated 29th April, 2025

62. The Respondent submitted that the Claimant was not constructively dismissed but voluntarily resigned through a letter dated 24th June 2019, duly received on 25th June 2019 and accepted on 10th July 2019. The Claimant's allegations of being forced to resign under threats of arrest and falsified implication in theft are baseless.
63. The Respondent emphasised that the Claimant's resignation was voluntary, as he served his whole 30-day notice period, was paid for it, and did not raise contemporaneous complaints of duress. The Respondent argued that even if the Claimant was summoned by management regarding missing funds, this was a legitimate managerial prerogative and did not constitute a repudiatory breach of contract.
64. Citing judicial precedents including *Henry Ochido v NGO Coordination Board* [2015] eKLR and *Coca Cola E.A. Ltd v Maria Kagai Ligaga* [2015] eKLR, the Respondent submitted that the Claimant bore the burden of proving intolerable conditions imposed by the employer that rendered continued employment untenable. The Respondent contended that no evidence was adduced to demonstrate humiliation, intimidation, or any constructive dismissal.



65. The Respondent submitted that the Claimant failed to discharge the legal and evidential burden of proof under sections 107, 109, and 112 of the [Evidence Act](#), as well as section 47(5) of the [Employment Act](#). The principle that “he who alleges must prove” was reiterated.
66. The Claimant failed to call witnesses to corroborate allegations of public humiliation, tender documentary or testimonial evidence of threats or coercion, specify the alleged “recent events” in his resignation letter, or demonstrate that his resignation was forced, particularly given his senior managerial position and 17 years of service.
67. The Respondent further relied on the case of *Edward Machuka Nyamora v Kenya Animal Genetic Resource Centre* [2018] eKLR and *Jackson Murithi Kiura v Family Bank Ltd* [2022] eKLR to argue that a senior employee alleging forced resignation must expressly state such under protest, which the Claimant failed to do.
68. The Respondent submits that the Claimant is not entitled to the reliefs sought as follows; Notice pay. The Claimant gave and served his resignation notice, which was accepted; hence, he is not entitled to salary in lieu of notice. Leave pay, service pay, overtime, and unpaid rest days. These claims, dating back to 2002, are statute-barred under Section 90 of the [Employment Act](#). Jurisprudence confirms that such entitlements constitute “continuing injuries” that must be claimed within 12 months after cessation. The Respondent relied on authorities including *David Ngala Ochieng v Hatari Security Guards Ltd* [2022] eKLR and *Ernest Msafiri Morris v Atta (K) Ltd* [2021] eKLR. Furthermore, the Claimant did not provide any documentary evidence to support these claims. Gratuity. This is not a statutory entitlement and was not part of the Respondent’s practice; hence, the claim is untenable. Certificate of service. This has already been issued, but the Respondent is willing to reissue it if necessary.

Analysis and Determination

69. I have carefully examined the pleadings and evidence by the parties herein, and the respective submissions by their Counsel, and the following issues emerge for determination;
 - a) Whether an unfair dismissal against the Claimant occurred.
 - b) Whether the Claimant is entitled to the reliefs sought or any of them.

Whether the Claimant was constructively dismissed.

70. From the outset, it should be noted that the Claimant’s case is based on constructive dismissal. It is well-established law that if an employer’s actions indicate an intent to no longer be bound by the employment contract, the employee has two options: accept the employer’s conduct or changes, or consider those actions as a repudiation of the contract and pursue a wrongful dismissal claim. In this case, the Claimant chose the latter.
71. Having said this, it is further imperative to state that at the centre of a claim for constructive dismissal is always the conduct of the employer, not the employees. The term “constructive” indicates that the dismissal is a legal construct. The employer’s act is treated as a dismissal because of the way it is characterised by law—*Potter v. N.B Legal Aid* [2015] 1 S.C.R.
72. Looking at the evidence presented by the Respondents and the submissions made by their counsel, regarding the separation, with due respect, one gets a clear impression that they missed, precisely what the nature of the Claimant’s case is, or if they did, what evidence was expected of them to contest a claim of this nature successfully. They presented a witness whose testimony would not adequately address the



pivotal aspects of the dispute between the Claimant and the Respondent, as will be discussed shortly hereinafter.

73. In determining whether the conduct of an employer evinced an intention no longer to be bound by the contract, two branches of the test are evident across jurisdictions. The court must first identify an express or implied term that has been breached, and then determine whether the breach was sufficiently serious to constitute constructive dismissal.
74. For a claim for constructive dismissal to succeed where the Court applies this test, it must be concluded that the employer's conduct or unilateral change constitutes a breach of the contract of employment, and second, if it constitutes such a breach, it must be found to alter an essential term of the contract substantially. This is the test that the Court of Appeal referred to as the contractual test, in *Coca-Cola East & Central Africa Limited v. Maria Ligaga* [2015] eKLR.
75. On the other hand, the Court can declare a constructive dismissal where the conduct of the employer more generally shows that the employer intended not to be bound by the contract; it need not identify a specific term that was breached; it shall be enough to find that the employer's treatment of the employee made continued employment intolerable. This approach is in character retrospective. It takes stock of the cumulative effect of the past acts by the employer and considers whether those acts evinced an intention to be no longer bound by the contract; in terms of the Court of Appeal decision [supra], this is the unreasonable test.
76. I note what the Court of Appeal said about the unreasonable test compared to the contractual test. I do not see that the Court stated that the unreasonable test is entirely inapplicable in our jurisdiction. Which test a court should apply depends on the specific circumstances of each case. All that is required when applying the unreasonable test is to exercise an abundance of caution.
77. The Claimant claimed that the actions of the Respondent's Managing Director prompted him to leave. It is essential to note that actions capable of forcing an employee to resign, and thus forming the basis for a claim of constructive dismissal, are varied and numerous, and there can be no comprehensive list of circumstances that may justify such a claim.
78. I have carefully considered the Claimant's pleadings, the particulars set out therein in paragraph 11 thereof, his witness statement [turned evidence in chief], and submissions. I see him as contending that the Respondent's Managing Director [read the Respondent] breached the fundamental implied duty of trust and confidence. Trust and confidence are necessary ingredients in any employment relationship.
79. In the persuasive decision in *Courthaulds Northern Textiles Ltd v Andrew* [1979] IRLR 84, on this duty, it was aptly stated;
- “It was an implied term of the contract that the employers would not, without reasonable and proper cause, conduct themselves in a manner calculated or likely to destroy or seriously damage the confidence and trust between the parties.”
80. In *Malik v Bank of Credit Commerce International [BCCI] SA* [1997] IRLR, the House of Lords, Lord Nicholls described the implied duty;
- “..... no more than one aspect of the portmanteau, general obligation not to engage in conduct likely to undermine the trust and confidence required if the employment relationship is to continue in the manner the employment contract implicitly envisages.”



81. The question is whether the Managing Director behaved in a way that was likely or intended to damage the trust and confidence in their relationship. The Claimant alleged that the Director publicly insulted him in front of other employees, thereby causing embarrassment and humiliation. He also accused him of being complicit in the loss of the money, even though all the circumstances, including the fact that the documents needed for reconciliations only reached him after some delay, having been sent to his office by Station Managers, suggest otherwise. Furthermore, the Director unjustifiably threatened him with arrest for criminal charges and pressured him to resign.
82. The conduct of the Managing Director remained central to the dispute herein. Inexplicably, the Respondent did not call him to testify in this matter but instead presented a witness who could not appropriately speak to the conduct, a point she rightly acknowledged in her evidence under cross examination. The Claimant's evidence remained unchallenged, therefore.
83. In my view, the conduct of the Managing Director destroyed or was calculated to destroy the trust and confidence in the employment relationship. The Claimant's prompt resignation was justified.
84. In the upshot, I hold that the Claimant was constructively dismissed.

What reliefs are available to the Claimant if any?

85. The Claimant did seek inter alia compensation pursuant to the provisions of section 49 [1] [c] of the [Employment Act](#), and to the maximum extent contemplated therein. This Court is cognizant of the fact that a grant of the compensatory relief contemplated under the provision is discretionary. The extent of the grant, too. The peculiar circumstances of each case usually determine the extent.
86. I have considered the conduct of the Managing Director; the fact that he didn't really care that his conduct would hurt the employer- employee relationship between the Respondent and the Claimant, the fact that the Claimant did not in any proven manner contribute to the dismissal, and the length of service, and conclude that the Claimant is entitled to the relief. The relief shall be to an extent of 8 [eight] months' gross salary.
87. The Claimant claimed compensation for earned but untaken leave days for the period 2002-2010. This isn't a claim that this Court can grant. In my view, if there was non-payment in lieu of leave days for the stated period, the claim would be a continuous injury claim, as defined by the Court of Appeal in *German School Society and Another vs Ohany and Another* [2023] KECA 894 [KLR]. Per section 90 of the [Employment Act](#), the claim ought to have been filed twelve months after the cessation of the injury, thus by 2012. I agree with the Respondent's position and submissions that the claim was filed out of time. It is hereby declined.
88. By parity of reasoning, the Claimant's claim for "unpaid weekly rest days 4 days per month for 5 1/2 years from June 2002 to December 2007" is declined as it was filed out of the statutory period contemplated under the stated provision. The Claim for unremitted NSSF contributions for the period 2002-2006, too.
89. Repeatedly, this Court has stated that gratuity is not a statutory benefit. It is a contractual benefit or one that can flow from a practice within an enterprise. The Claimant admitted that his contract of service did not provide for gratuity. He asserted that his claim under this head was anchored on a practice within the Respondent company. In my view, the assertion was a bald assertion without sufficient evidential support. I reject the claim.
90. The Claimant contended that throughout his tenure of employment, he worked overtime, and sought the sum of KShs. 1,243,113.30. I have carefully considered his evidence. I have no difficulty concluding



that this claim was unproven. It was just thrown to this Court. What were the normal working hours of the Claimant? Which days did he work overtime? If the overtime hours depended on the workload, how come he is using the same hours per day in his computation of what is allegedly owed? These are the pivotal questions that the Claimant's evidence does not answer.

91. The Claimant's employment was terminable by 28 days' notice as contemplated under section 35 of the *Employment Act*. Undoubtedly, in the circumstances of this matter, the notice was not issued.

The Claimant is entitled to notice pay under Section 36 of the Act.

86. In the upshot, Judgment is hereby entered in favour of the Claimant for:

- a. A declaration that the Claimant was constructively dismissed.
- b. Compensation pursuant to section 49[1] of the *Employment Act*, KShs. 680,000.
- c. One month's salary in lieu of notice, KShs. 85,000.
- d. Interest on the awarded sum at court rates from the date of this Judgment till full payment.
- e. Costs of the suit.

READ, SIGNED, AND DELIVERED THIS 18TH DAY OF SEPTEMBER, 2025.

SIGNED BY/FOR:

HON. MR. JUSTICE OCHARO KEBIRA

