



**Siwa v Flamingo Horticulture [K] Limited (Cause 37 of 2019)
[2024] KEELRC 2159 (KLR) (16 August 2024) (Judgment)**

Neutral citation: [2024] KEELRC 2159 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE 37 OF 2019
J RIKA, J
AUGUST 16, 2024**

BETWEEN

JOSHUA SIWA CLAIMANT

AND

FLAMINGO HORTICULTURE [K] LIMITED RESPONDENT

JUDGMENT

1. The Claimant filed his Statement of Claim, on 23rd January 2019.
2. He states that, he was employed by the Respondent, an integrated agribusiness and agricultural export company, on 28th September 2016. He was employed as the Financial Controller. The effective date was 1st November 2016.
3. In December 2016, the Claimant’s supervisor, Dennis Mwirigi who was Finance Director, became the Compliance Director. A new man, Chris Febry was appointed as the Finance Director. He was incompatible, and could not work with colleagues. He created an intolerable work environment. He indicated that he did not like the Kenyan way of doing things. He did not like working with the Claimant, whom he stated had a Kenyan way of thinking.
4. The Claimant was exposed to persistent derogatory and disrespectful language by Chris Febry. He suffered psychological trauma. Consequently, he was under medical treatment for 1 year, which included treatment by a clinical psychologist.
5. Febry made abrupt changes to the Claimant’s department. Staff under the Claimant were made to bypass the Claimant as their team leader. Febry openly used racially degenerative terms against the Claimant.
6. On 18th April 2017, Febry engaged in an altercation with the Claimant. He used derogatory language against the Claimant, in the presence of the Procurement Manager.



7. The Claimant was compelled to tender his resignation, but was recalled by the Managing Director, on 19th April 2017. He was advised to rescind his resignation, and instead, apply for 3 months' sabbatical leave, to allow for a cooling off period.
8. He went on sabbatical leave, on 30th June 2017. Upon return on 12th September 2017, he was called to a meeting by the Finance Director and the Managing Director, and told that the Respondent, no longer required the services of a Financial Controller.
9. He was assigned the role of a Project Accountant.
10. He requested that he retains the title 'Financial Controller' even though discharging the role of Project Accountant. This was allowed, and he became Financial Controller / Projects.
11. Febry continued to mistreat the Claimant in his new designation. He assigned the duties of Project Accountant to himself.
12. On 6th February 2018, the Claimant was informed by the Human Resource Director and the Finance Director, that his new role of Financial Controller/ Projects, was no longer required. He received a Notice of Intended Redundancy, dated 9th February 2018.
13. He was informed that the only position available was that of Project Accountant, which the Financial Director now felt, was too junior for the Claimant.
14. The Respondent terminated the Claimant's contract with effect from 6th March 2018, on account of redundancy. The Claimant was asked to clear, and hand over the same day.
15. The following Monday, 12th March 2018, a new Project Accountant reported. He was an expatriate. He was assigned the Claimant's office. It was indicated that he was employed with effect from 1st February 2018, more than 5 weeks before the alleged redundancy. He had similar qualifications to the Claimant, and discharged the same role.
16. The Respondent had at the time, made more senior staff appointments. It was not faced with a genuine redundancy situation.
17. The reason given in terminating the Claimant's contract, was therefore, not valid. Termination was unfair and unlawful.
18. His last salary was Kshs. 724,200 gross monthly.
19. He prays for: -
 - a. Equivalent of 12 months' salary in compensation for unfair termination.
 - b. General damages.
 - c. Costs.
 - d. Any other suitable remedies.
20. The Respondent filed its Statement of Response, on 12th June 2019. It is conceded that the Claimant was employed by the Respondent as Financial Controller.
21. It is denied that the Claimant was racially discriminated against by Febry, or in any other way mistreated, and subjected to a hostile work environment. The Respondent had a grievance handling procedure, which the Claimant did not resort to. It surprised the Respondent, when the Claimant



- tendered his resignation, on 18th April 2017. Due to the sensitivity of his docket, he was prevailed upon to rescind resignation. He instead proceeded on sabbatical leave of 3 months as pleaded.
22. The Respondent commenced restructuring in 2018. 2 other Senior Employees in central services were affected. In June 2018, another group of Employees left on redundancy. There were additional roles declared redundant in December of the same year.
 23. It is not true that an expatriate was employed in the Claimant's place. James Rowles, was employed on 7th March 2018, as the Special Projects Accountant for Dudutech. He could be assigned other special assignments. His role was distinct.
 24. The Labour Office was notified about the redundancy exercise which affected the Claimant, on 6th February 2018. Notice issued to the Claimant, which took effect on 6th March 2018. The Claimant was issued a letter of termination, and paid his rightful dues. He acknowledged receipt, and received his Certificate of Service.
 25. The Respondent urges the Court to dismiss the Claim with costs.
 26. The Claimant filed a Reply to the Statement of Response, on 21st June 2019. He states that he consulted the Group Human Resource Director, who advised him not to lodge a formal grievance, but instead pursue an amicable settlement. He reiterates the contents of his Statement of Claim.
 27. The Claimant gave evidence on 1st November 2022, 16th March 2023, and 11th October 2023, when he rested his case. Dennis Mwirigi, the Respondent's Director, gave evidence on 11th October 2023 and 16th February 2024, when the Respondent rested its case. The Claim was last mentioned on 4th April 2024, when the Parties confirmed filing and exchange of their submissions.
 28. The Claimant relied on his witness statement; supplementary witness statement; documents [1-25]; and a compact audio disc on record. He filed the Certificate of Production of Electronic Evidence, on 23rd January 2019. The transcripts from the disc are exhibited as JS10.
 29. On cross-examination, he testified that he now works for Path International. He works as Business Partner, Global Division. He did make a written complaint against Febry for racial discrimination and abuse. He requested for a meeting instead. He did not rescind his resignation, because his complaint was resolved. Febry was racist and abusive. He used the 'F' word against the Claimant. He endured psychological trauma. When the Claimant resigned, Febry became nice. He even gave the Claimant a bouquet of flowers.
 30. The Claimant oversaw accounting in the Respondent's 2 farms in Mt. Kenya and 1 in Naivasha. He also did this with regard to the subsidiary in Tanzania. These farms were sold. The Claimant's role did not diminish with the sale. When he returned from the sabbatical leave, he continued to do the same work, although under different designation. He was stopped from attending meetings he previously attended. Accountants ceased reporting to him. His salary was not affected.
 31. Redundancy discussions took place on 6th February 2017. They were the subject of the audio recording. The Claimant was informed that his position would be declared redundant. He did not object because he harboured some hope of continuity. He was paid bonus, but not the full entitlement.
 32. The Claimant agreed that 9th February 2017, be his last day of service. He did so, to enable him disengage fully from the Respondent, and pursue other interests. Notice of redundancy issued.
 33. He submitted a verbal grievance against Febry. Grievance procedure did not apply to the Claimant; it applied to farm workers.



34. Redirected, the Claimant told the Court that he did not have issues when Mwirigi was his supervisor. Problems started with Febry. He was a racist. The Claimant was compelled to resign and rescinded his decision, upon consultation with the Managing Director. He was confused about the redundancy exercise. He did not know which role, Project Accountant of Financial Controller, was declared redundant. He was cleared on 9th January 2018, and recalled later to discuss redundancy. He recorded the meeting held on 6th February 2018.
35. Dennis Mwirigi relied on his witness statement and documents filed by the Respondent, in his evidence-in-chief. He identified himself as the Respondent's Managing Director. He confirmed that the Claimant's position as Financial Controller, was declared redundant. It was no longer required. The Claimant was assigned duties of a project nature, when he returned from his sabbatical leave. He was not executing his previous role.
36. James was not recruited for the same role. The Respondent had a division dealing with pest control products. It was based at Naivasha. It operated as Dudutech. James was Project Accountant at Dudutech. The position required someone with a background in agricultural business. The Claimant did not have this. His background was financial control. His next position would have been Financial Director. The Respondent thought it prudent to release the Claimant through redundancy at first.
37. The Parties held a meeting on 6th February 2018 which the Claimant secretly recorded. It was to discuss redundancy. Dennis did not have notice of the Claimant's grievances against Febry. The grievances were not raised in accordance with the governing procedure. It was agreed that the Claimant would leave, on 6th March 2018. The Claimant cleared and left in March 2018. He was paid bonus in full, for 2017. The Claimant did not oppose the notification of redundancy at the meeting he recorded on 6th February 2018. The Labour Office was notified. He was paid his dues on 9th March 2018. He advised the Respondent on his bank details. Due process was followed.
38. Cross-examined, Dennis told the Court that the letter appointing James as Project Accountant, did not mention Dudutech. Febry signed the Claimant's clearance form. The Claimant's duties were spread out during his sabbatical. Other projects came up during his sabbatical. The grievance procedure did not have a provision for oral complaints. It was available to all Employees, not farm workers alone. The Claimant was on sabbatical leave, but was still paid bonus.
39. Redirected, Dennis told the Court that the Claimant was paid his correct bonus. The onus was on the Claimant to lodge a complaint formally on discrimination. He did not say anything about Febry. The Claimant had cleared by 6th February 2018, when the Parties met. James was actually appointed on 7th March 2018, not 1st February 2018.
40. The issues are: whether the Claimant was discriminated against, at the workplace; whether his contract was terminated on valid ground[s]; whether termination was fairly executed; and whether, he merits compensation, damages, costs and any other suitable remedy.

The Court Finds: -

41. The Claimant was employed by the Respondent effective 1st November 2016, as Finance Controller. He was to work, according to his contract, until he attained the age of 60 years.
42. His last monthly salary was Kshs. 724,200.
43. He wrote to the Human Resource and Legal Director of the Respondent on 18th April 2017, tendering his resignation with immediate effect.



44. There was a change of heart, and the Claimant returned to work. He however sought, and was granted sabbatical leave, effective 1st July 2017. He was to resume on 1st October 2017.
45. On 30th June 2017, he was the beneficiary of a farewell lunch, organized by the Respondent, at a joint called Purdy Arms.
46. The sabbatical leave was cut short by agreement of the Parties. He would now resume duty on 12th September 2017.
47. On return, he was advised that his role had changed. He was to work as Project Accountant. He was given a new job description. He told the Court that it was agreed that the title is renamed Group Financial Controller/ Projects. He was issued a write-up of his job description under the renamed designation.
48. He was issued a Notice of Intended Redundancy, signed by Director Dennis Mwirigi, on 9th February 2018.
49. The Notice referred to discussions on redundancy, held by the Parties on 6th February 2018, which are captured in the audio recording, exhibited by the Claimant. The Claimant was advised that his role would become redundant, with effect from 6th March 2018.
50. According to the Respondent, the Claimant ceased working on 6th February 2018, but his contract was terminated with effect from 6th March 2016. He exhibits clearance form, which shows that he cleared with the Respondent, on 9th January 2018.
51. Discrimination. The serious allegations of workplace discrimination made by the Claimant against the Respondent, were not substantiated.
52. Chris Febry was alleged to have told the Claimant, “do as I tell you, do not think. I am the Director Finance/ boss, so get everything. F* [vulgarity] the Kenyan way of doing things. You are not a decision-maker, so keep your thought to yourself...”
53. The Claimant did not make any written complaint against Chris Febry. There was a Grievance Handling Policy available to the Claimant. He did not invoke this. There is nothing in the Procedure, to suggest that it was not applicable to the Claimant, but applicable to junior staff only. He could have reported Chris Febry’s indiscretions to the Human Resource Director and the Managing Director. Even at the meeting held on 6th February 2018, subject of the electronic evidence, the Claimant did not state his racial discrimination grievance. He was present, alongside Febry, Dennis Mwirigi the Director-Legal, Human Resource, Compliance and Corporate Affairs, and Zeri [Zuri] James, Human Resource Director.
54. The Claimant was cryptic about Febry, at the meeting. Rather than broach the subject of workplace discrimination directly, he states “I think it is good to be professional with people in an organization and not unprofessional. I think that for me, I am speaking directly to Chris who has been my boss...”
55. If his resignation on 18th April 2017, was on account of workplace discrimination and other hostilities, he told the Court that he discussed the problem with the Managing Director, and he agreed to rescind his resignation. This would suggest that his grievances were laid bare before the Managing Director, discussed, and resolved, culminating in the Claimant’s rescission of his resignation.
56. He was even given a bouquet of flowers by Chris Febry, which in the view of the Court, symbolized cremation of the racial discrimination grievance.



57. In this Court's decisions, *David Wanjau Muboro v Ol Pejeta Ranching Limited* [2014] eKLR; *G.M.V v Bank of Africa Limited* [2013] eKLR; and the UK decision, *Efobi v Royal Mail Group Limited* [2021] UKSC, 33 SC, it was held that a Claimant, in a discrimination action, must first establish facts, from which it may be presumed that there has been direct or indirect discrimination. Once such facts have been established, the burden shifts on the Respondent, to prove that there has been no violation of the principle of equal treatment. The Respondent can do so by advancing a legitimate explanation, justifying different treatment of the Claimant.
58. The Claimant did not establish facts, showing discrimination of any form by the Respondent, that would require the Respondent to show legitimate explanation for treating the Claimant differently.
59. The Claimant alleged that Febry was racist and created a hostile work environment, not against the Claimant alone; he did so against colleagues of the Claimant. Discrimination was not against the Claimant alone. Febry allegedly did not like the Kenyan way of thinking and doing things. The Claimant did not name a single colleague, who was racially abused or treated with hostility by Febry. No other witness was called by the Claimant, to firm-up his allegations concerning discrimination.
60. The allegations of racial and other forms of discrimination made by the Claimant, against the Respondent, and against Chris Febry in particular, are rejected. Damages for workplace discrimination are not merited.
61. Grounds of termination: The Claimant left employment on the ground of redundancy. The Notice of Intended Redundancy, dated 9th February 2018, alluded to a meeting that had been held between the Claimant and the Respondent's top Directors, where redundancy was discussed, on 6th February 2018.
62. The Claimant was told that there were structural changes, which would impact his role. He was advised that the changes were necessary, for the business to remain sustainable.
63. Upon his rescission of resignation, the Claimant took sabbatical leave on 30th June 2017. He was to resume on 1st October 2017.
64. Ominously, the Respondent organized for him a farewell lunch, at a place called Purdy Arms. Farewell parties are not held for continuing Employees; they are not held for Employees going on leave; they are ordinarily held, in honour of departing Employees. The Respondent was, in organizing the lunch, communicating to the Claimant, and his colleagues, in the words of the popular Luhya gospel song, that it is, "Luwere, Luwera, Luwera," [it is finished, it is finished, it is finished].
65. In the mind of the Respondent, the Claimant had crossed the Rubicon, and was a departing Employee, on 30th June 2017, when he took sabbatical leave, after his sudden resignation, and sudden return to work from resignation. The e-mail calling the staff to the farewell party, was issued by one Lucie McGeown, Executive Assistant, and boldly made reference to 'Joshua Leaving.'
66. By the time the Claimant left for sabbatical leave, and returned on the changed date, 12th September 2017, it was already in the mind of the Respondent, that things would never be the same, with regard to the Claimant's employment. The ground had irreversibly shifted. Termination of his contract was not something the Respondent intended; it was foregone.
67. He went on sabbatical leave holding the position of Financial Controller. On coming back there was plenty of tinkering, with the Claimant designated as Project Accountant. He discussed this designation with the Managing Director, and the title was quickly changed again, to Financial Controller/ Projects. The Respondent was merely engaging the Claimant in a game of musical chairs, before making it clearly known to him, that he was jobless.



68. He was stopped from attending the meetings he used to attend, prior to sabbatical leave. His salary did not change. Accountants stopped reporting to him. He was asked to clear by his Supervisor, even before the Notice of Intended Redundancy issued.
69. He exhibited a clearance form, signed by his Head of Department, Workshop Department, IT Department, Accounts Department, Human Resource Department and himself, on 9th January 2018.
70. If there was a genuine restructuring going on, if there was a genuine redundancy situation, which required the Claimant to leave employment, why was he advised to clear with the Respondent, even before there was an Intended Redundancy? Why hold a farewell party for him, long before there was an intention to declare his position redundant?
71. On 21st May 2018, Chris Febry issued a Memo addressed to ‘everyone’ at Flamingo Horticulture, Kenya. They were updated that Anthony Miano had been appointed as IT Manager on 5th March 2018. James Nicholson, they were told, had been appointed as a Project Accountant with effect from 1st February 2018.
72. The appointment of James was to the position of Project Accountant. The Claimant had been designated as Project Accountant when he returned from sabbatical leave. The Memo updating staff on the appointment of James, did not state that appointment was to any other company or branch associated with the Respondent’s business. The Memo was addressed to ‘everyone’ at Flamingo Horticulture Limited. James was appointed Project Accountant of the Respondent and served everyone. There is nothing in the Memo, to suggest that he was appointed as Project Accountant for an entity called ‘Dudutech.’ The Claimant held the role of Project Accountant, renamed Financial Controller/ Projects, by the time James was appointed as Project Accountant.
73. Dennis Mwirigi told the Court that the Claimant was not offered the role assigned to James, because the Claimant was strong in financials, and his next stop would have been the position of Finance Director.
74. This explanation by Director Dennis Mwirigi, was not edifying at all, remembering that in the year 2016, when Mwirigi moved up, vacating the position of Finance Director, the position was not offered to the Claimant; the Respondent imported Chris Febry, another mzungu to take up the position.
75. Although the Claimant has fallen short in establishing his claim for racial discrimination, there are certain decisions taken by the Respondent, that would have justified his feeling, that racial undercurrents were at play.
76. It was alleged that the Claimant did not have a background in agribusiness, and the Respondent needed someone experienced in agribusiness. Accountants record and process information about economic entities, and it is difficult to see how the Claimant would be hampered in discharging the accountancy role, that a freshman James Nicholson, a mzungu, was brought in to discharge.
77. Clause 18 of the Claimant’s contract recognized the right of the Respondent to restructure or reconstruct, its business. This is a right of Employers, as underscored in leading decisions on redundancy, such as Court of Appeal in *Kenya Airways Limited v Aviation & Allied Workers Union Kenya & 3 Others* [2014] eKLR. However, the right must be exercised in accordance with Sections 40, 41, 43 and 45 of the *Employment Act*. It must be exercised in accordance with the contract of employment regulating the Parties. Clause 18 of the contract stated that in event of reconstruction, the Employee would be offered employment with any concern or undertaking of the Respondent, on terms and conditions of employment which were not less favourable, than the existing terms and conditions of employment. The Respondent does not appear to have taken this clause into consideration, in its befuddled termination of the Claimant’s contract.



78. This explanation by the Respondent, why the Claimant's role was declared redundant, was colourable. The Respondent is an agribusiness. The Claimant's contract of employment appointed him to serve the Respondent, and any other Group Company or Group Companies, as required by the Board. He would serve in the position of Financial Controller, or in such other capacity, as the Board may require. His title had been changed to that of Project Accountant, then Financial Controller / Projects. He had Accountants report to him before he took sabbatical leave. What was his challenge in assuming the role taken by James?
79. There is absolutely, no reasonable explanation from the Respondent, why James Nicholson was appointed to a job which the Claimant held, or which the Claimant could hold, even before a Notice of Intended Redundancy issued.
80. In the recorded meeting of 6th February 2018, the Claimant states:
- “The role you are talking about, Project Accountant, is what Chris offered me, so I am a bit confused here”.
- Zeri [or Zuri] James, the Human Resources Director, enquires from Chris:
- “Is that true?” to which Chris answers in the affirmative.
- The Claimant then continues to express his confusion about the genuineness of the redundancy, stating:
- “ Yeah. I am actually a bit confused that, that does not mean... the fact that you can make even that new role redundant, because from my understanding, Chris told me my role would change to be Project Accountant...”
81. Why would an Employer create a new role, and dismantle it, as soon as it has been assigned to an Employee?
82. There is no evidence that the Respondent had valid reason, in terminating the Claimant's contract. Redundancy was a colourable exercise. The die was cast, at the time the Claimant left employment on sabbatical leave, and a farewell lunch held in acknowledging his departure, on 30th June 2017.
83. In the audio recording, Dennis Mwirigi states:
- “ I can be honest. We discussed with Chris...
- Because during your sabbatical, a lot of responsibilities at the time were sort of like spread through the team, and I think over your sabbatical you know, your role sort of disappeared...”
84. It was not in the view of the Court, necessary to recall the Claimant once he resigned, if the Respondent intended to restructure and phase out his role in the foreseeable future. Business reorganization does not happen at the drop of a hat. It did not become possible for the Respondent to spread out the Claimant's role, only after he was on sabbatical leave. It must have been intended by the Respondent that his role would be spread out in the foreseeable future, so that it was illogical for the Respondent to decline his resignation, and struggle, tinkering with his position, when he eventually returned from sabbatical leave, and eventually advise him that his role had become superfluous.
85. The purpose of the sabbatical leave, which was for a period of 3 months, without a salary, was itself not disclosed.



86. It is clear that the die was cast with the farewell lunch. The redundancy process that the Claimant was subjected to on return, was a sham. It was intended to overcome the burdensome formalities of the law on termination, as explained by Dennis Mwirigi. The Claimant's role sort of disappeared, when he went on sabbatical leave.
87. Procedure: This was flawed even to the naked eye, from the inception. There is no known precedent in termination of employment, where an Employee clears with the Employer, then is called back, to deliberate on an intended redundancy process. For clearance to happen, a decision to terminate has already been made.
88. The meeting held between the Claimant, Chris Febry and other Directors, on 6th February 2018, was meaningless. It was procedurally, a redundant exercise, the Claimant already having signed the clearance form, as did the other departmental heads, on 9th January 2018. The Respondent could only have recalled the Claimant for consultations on 6th February 2018, after clearance, in a desperate bid, at laundering a muddied termination process.
89. In the Court of Appeal decision, *The German School Society & Another v Ohany & Another* [Civil Appeal No. 325 and 342 of 2018 Consolidated] [2023] KECA, it was held that, redundancy consultations must be real, not a charade or a cosmetic process. Consultations held in the recorded meeting of 6th February 2018 between the Parties, more than a month after the Claimant had cleared with the Respondent on 9th January 2018, were a charade and cosmetic.
90. The Notice of Intended Redundancy was itself cosmetic. Redundancy cannot have been intended, while the Claimant had already cleared. The decision to terminate had already been made.
91. Dennis Mwirigi- the Director-Legal, Human Resource Compliance and Compliance, told the Court that the meeting of 6th February 2018 was intended for compliance with the law, and that clearance was indeed, on 9th January 2018.
92. Termination was unfair and unlawful, in substance and procedure, under Sections 40, 41, 43 and 45 of the *Employment Act*.
93. Remedies: The Claimant spent some time adducing evidence on bonus payment. The Court has not understood the context of that evidence. There is no prayer for bonus payment.
94. The Court has not been supplied with evidence to justify the prayer for damages, either on account of discrimination or other wrongdoing, outside the remedy of statutory compensation. If there was discrimination and a hostile work environment, the Claimant discussed this with the Managing Director, and was convinced to rescind his resignation and return to work.
95. Termination was overall, flawed in substance and procedure. The Claimant did not cause or contribute to the circumstances leading to termination.
96. He was employed on 1st November 2016. The effective date of termination was 6th March 2018. This would amount to about 1 year and 4 months of service. Taking into account that he was away on sabbatical leave of about 3 months, it can safely be assumed that he actively worked for the Respondent, for about 13 months in total.
97. His contract was indeterminate. Upon completion of probation, which the Claimant did complete, the contract states, that employment would be continuous. He was to work in continuity, until retired, at the age of 60 years.



98. He secured alternative employment with Path Kenya International, in a Financial Position. He mitigated loss of employment.
99. He was paid 6 days' salary at Kshs. 142,856; 3 months' salary in lieu of notice at Kshs. 2,142,838; severance pay at the rate of 21 days for each complete year of service at Kshs. 499,996; and 5 days of annual leave at Kshs. 119,047. In total he was paid a net sum of Kshs. 2,032,068 through his Commercial Bank of Africa and Barclays' Bank Accounts.
100. He is granted compensation for unfair and unlawful termination, equivalent of 5 ½ months' salary at Kshs. 3,983,100.
101. Costs to the Claimant.
102. No prayer is pleaded on interest, and none is granted.

In sum, it is ordered: -

- a. It is declared that termination was unfair and unlawful.
- b. The Respondent shall pay to the Claimant, compensation for unfair and unlawful termination, equivalent of 5 ½ months' salary at Kshs. 3,983,100.
- c. Costs to the Claimant.

DATED, SIGNED AND RELEASED TO THE PARTIES ELECTRONICALLY AT NAIROBI, UNDER PRACTICE DIRECTION 6[2] OF THE ELECTRONIC CASE MANAGEMENT PRACTICE DIRECTIONS, 2020, THIS 16TH DAY OF AUGUST 2024.

JAMES RIKA

JUDGE

