Togom v Radar Limited (Employment and Labour Relations Appeal E003 of 2023) [2024] KEELRC 112 (KLR) (1 February 2024) (Judgment)

Neutral citation: [2024] KEELRC 112 (KLR)

REPUBLIC OF KENYA

IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAKURU

EMPLOYMENT AND LABOUR RELATIONS APPEAL E003 OF 2023

HS WASILWA, J

FEBRUARY 1, 2024

BETWEEN

JACKSON KIPKOECH TOGOM ..... APPELLANT

AND

RADAR LIMITED ..... RESPONDENT

JUDGMENT

1. This appeal arises from the judgment of Honourable E.S.Soita, in Nakuru CMELRC Cause No. E124 of 2021 between Jackson Kipkoech Tagom and Radar Limited, delivered on 17th February, 2021, where the Appellant herein was the Claimant and the Respondent was the Respondent. The grounds of the Appeal are as follows; -

    1. That the learned trial Magistrate erred in law and in partially awarding the relief of leave despite there being no contention from the Respondent that the claimant had never taken any leave since his employment and there being no justifying reasons for denying the deserving relief of leave pay.

    2. That the learned trial magistrate erred in law and in fact in rejecting the relief of overtime without plausible reasons.

    3. That the learned magistrate erred in law and in fact in failing to decipher that the the claimant was categorical in his statement and testimony that he worked for 12 hours and the Respondent failed to evidently discount the statement and testimony through work records that are contemplated under section 10(7) of the *Employment Act*.

    4. That the learned trial magistrate erred in law and in fact in failing to decipher that the claimant having been employed as a night guard and there being no sufficient demonstration from the Respondent that the claimant did not work for 12 hours, ostensibly implied that the claimant's claim for overtime has been established and not disproved by the Respondent.

5. That the learned magistrate erred in law and in fact in combining the aspect of overtime, with the relief of off duties and Public Holidays as one and single issue, in which all the reliefs where declined as a single issue.

6. That in denying the relief for overtime, off duties and Public Holidays as a single relief, the learned trial magistrate erred in law and in fact in failing to note that by the fact that the claimant never having taken leave(as was admitted by the Respondent) since his employment, then implied that the claimant worked through all his employment.

7. That the trial magistrate erred in law and in fact in failing to note that the Respondent did not evidently disprove the claimant's claim that he never took off days as contemplated under section 27(2) of the *Employment Act* among others.

8. That the learned trial magistrate erred in law and in fact in failing to award the relief of Public Holidays despite the fact that the Respondent did not disprove the contestation by the claimant that the latter worked during public holidays and or was paid as is required by the law while working on those days.

9. That in rejecting the relief of public holidays, the trial magistrate erred in law in failing to note that the said relief is statutory right under the *Public Holidays Act* and Other Labour Laws and Regulations thereof.

10. That the learned trial magistrate erred in law and in fact in partially awarding the relief for underpayment.

11. That the learned trial magistrate erred in law and in fact in failing to note that the relief for underpayment is statutory relief requiring compliance by the Respondent as stipulated under section 26 of the *Employment Act*, section 48 of the *Labour Institutions Act* and Employment Regulations.

12. That the learned trial magistrate erred in law in failing to note that any underpayment whether consolidated or not, ought to match the set minimum pay under the Regulations of wages (General) Order for the Respective year of service.

13. That the learned trial magistrate erred in law and in fact in subjecting the meagre sum of Kshs. 2,490.30 to statutory deduction contrary to existing tax laws and regulations.

14. That the learned trial magistrate erred in law and in fact in failing to take into account the circumstances of termination and the other aspects including but not limited to the length of service to enhance the compensation payable to 12 months as provided for under section 49(1)(c) of the *Employment Act*.

2. The Appellant sought for the following Orders: -

a. That the Court enhances the relief of leave from Kshs 30,663 to Kshs 53,963.38

b. That the court substitutes the rejection of the claims for overtime, off duties and public holidays with Kshs. 496,997.05, Kshs 646,771.07 and Kshs 154,137.37 respectively.

c. That the court enhances the relief of underpayment and compensation from Kshs 2,490.30 and Kshs 61,326.00 to Kshs 32,326 and Kshs 279,912.00 respectively.

d. That the Court substitutes the subjecting of the relief of underpayment to statutory deduction with an order that the award of underpayment ought not be subjected to statutory deductions.

e. Costs of the Appeal be borne by the Respondent.

3. Summary of facts is that the appellant was employed by the Respondent on 1st March, 2011 as a night guard and continued working till December, 2019 when he was dismissed. He stated that he used to work for 12 hours each day without any off day and throughout the year including all public holidays. That he clocked in at 6pm till 6am in the morning. He avers that he never took any leave for the 8 years worked for the Respondent. He admitted to receiving salary increase over the years and in 2016 he was earning Kshs 14,393 but that his gross salary in the year 2019 was Kshs 23,326. He contends that his termination was abrupt without notice or cause as such the termination was unfair and sought for several reliefs thereof.

4. The Respondent on the other hand admitted to employing the Appellant herein in 2011 and that they paid him in accordance with the minimum wage subsisting at the time as such they did not underpay him at any one point. It was stated that the appellant was granted 1 off day each week accumulating to 4 days in a month which were taken cumulatively. Respondent's witness admitted to the fact that the claimant had not gone for leave for the 8 years worked because he never applied for the said leave. On overtime pay, the Respondent stated that the appellant herein was paid Kshs 2,539 as overtime pay as such that relief was not due. He admitted also that the claimant was terminated without any communication or reason because the employment contract provided for termination on such terms as such the termination was in accordance with the contract signed by the parties.

5. In the end the Applicant prayed for the award given in each head to be enhanced.

6. Directions were taken for the Appeal to be canvassed by written submissions, with the appellant filling on the 21st September, 2023 and supplementary Submissions on 4th December, 2023, while the Respondent filed their submissions on 29th November, 2023.

Appellant's Submissions.

7. The appellant submitted on the grounds of appeal starting with the claim for leave and argued that the Trial Court erred in granting leave days for 18 months allegedly based on section 28 of the *Employment Act* instead of allowing leave pay for the 8 years as admitted by the Respondent. He argued that section 28 of the *Employment Act* could have applied if there was an agreement or a clause in the contract that provided for forfeiture of leave not taken and since there was none, the Appellant ought to have been paid leave days for all the years worked.

8. On overtime pay, the appellant submitted that he indicated to the court that he worked as a night guard, serving 12 hours a day from 6pm to 6am, working overtime which was not paid for. He stated that the Respondent admitted to that fact and purpoted that the appellant was paid standard Kshs 2,539, which amount in any event is lower than what is provided for under the wage Order. On that basis, the appellant prayed for overtime pay as calculated in his record of Appeal at page 73-75.

9. On off days' pay, the appellant submitted that he used to work all the days of the week without any off day as is provided for under section 27(2) of the *Employment Act*, a fact which the Respondent challenged but failed to produce evidence to counter that fact as is required under section 107 of the *Evidence Act*. Therefore, that the appellant ought to be paid off days claim.

10. On the claim for public days, the appellant submitted that he used to work all days including public Holidays because he was a night guard stationed at Family Bank, which needed security round the clock. It was argued that the Respondent challenged that claim on the basis that the applicant was not specific on the public holidays worked but failed to produce the muster roll to ascertain that fact that the claimant did not work on public holidays. He added that since the Respondent did not give any

evidence to the contrary and having informed the court that he worked in all public holidays, he ought to be paid for working on all public holidays for the 8 years.

11. On the claim for underpayment, the appellant submitted that the trial court made partial payment of underpayments for the month of September, 2018 and November, 2019, in effect paying only the underpayment of house allowance, failing to consider the salary under payment in each of this months, which could have added upto Kshs. 32,322.62 less the Kshs 2,490 already granted by the Court, leaving a balance of Kshs 29,812.32, which he urged this Court to grant.

12. In the supplementary submission, the appellant cited the case of *Luka Mbuvi v Economic Industries Limited*[2020] eKLR in countering the Respondent's submission which relied on the case of *Radar Limited v Daniel Jomo Machari* [2022] eKLR, where Justice Monica Mbaru, held that for a court to grant leave for more than 18 months, the applicant had to satisfy the Court that he tried applying for leave but he was denied. He argued that in Luka Mbuvi case, the court was of the view that the employer is the one that ought to produce leave records and since none was produced, the claim should be allowed in favour of the Appellant.

13. On the reason for termination, the Appellant submitted that the Respondent argued that the termination came as a ripple effect, after its contract with third party came to an end, forcing it to ends employment contract with the Appellant herein. He argued that this reasoning is not plausible as such the trial court found the termination unfair, though did not award maximum compensation. He argued that even though the third party (Family Bank) rescinded its contract with the Respondent, they gave them Notice but the Respondent did not deem if fit to give him notice as such he should be paid notice pay. In this, the Appellant cited the case of *Erick Odhiambo Owade & 2 others v Professional clean care limited* [2018] eKLR where the Court held that;-

> "The respondent had employed the claimants to render cleaning services under the subcontract and in that regard the respondent had to terminate the contracts of employment effective 31.08.2014.Thus, each of the claimants received a notice of termination of employment as per the letter dated 31.07.2014 explaining that the respondent's contract for provision of cleaning services at the East Africa Breweries Limited would expire at the end of August 2014. Each claimant was to receive a one month's notice effective 01.08.2014 and the last day at work would be 31.08.2014."

14. Accordingly, he distinguished the aspects of the above case law with the current case and argued that there was no know date or day when the contract with third party will have ended, the Appellant was not informed of the contract with third parties as was the case in *Erick Odhiambo Owade* and the fact that the contract with third party was tied to his contract and need to terminate the contract with notice was communicated to the employee at the onset of employment.

15. On the statutory deduction made by the Court, the appellant submitted that statutory deductions are only made as per statute and since the appellant was earning less than Kshs. 24,000, his terminal dues should not be subjected to tax. Also that the tax subjected to underpayment award of Kshs 2,490, should be set aside.

16. On the claim for working on public holidays, the Appellant submitted that he informed the Court that he used to work overtime and it was not possible for him to give any evidence on the same because he is not the custodian of employment records such as the muster roll that could have confirmed that fact and since the Respondent did not produce evidence to indicate otherwise, the claim for working on public holidays ought to have been allowed as prayed.

17. He also distinguished the case of *Nginda v Ready Consultancy Limited* [2022] KECA 577 KLR, where the Court held that;-

> " there were no details or particulars given of the public holidays or Sundays worked. Did he work on all public holidays or just some of them? Which days in particular, as regard overtime there was not breakdown of the 5184 Hours into the days in which they relate.

18. Accordingly, it was argued that the appellant stated that it worked on all public holidays such as Madaraka days, as a such the claim was specific as it claims for all public holidays worked for the 8 years worked since 2011 till termination.

19. The Appellant submitted on the underpayment that the tabulations made is not new evidence, rather that it's their calculations, which in any case does not bind the Court as the Court has its discretion to do its arithmetic and arrive at its independent conclusion, as such he urged the Court to find for him under this head and award the underpayment deficit.

20. On costs, the Appellant urged this Court to award him costs of this appeal citing the case of *Cecilia Karuru Ngayu v Barclays Bank of Kenya Limited* and another, Nyeri High Court case No. 17 of 2014 and relied on section 27 of the *Civil Procedure Act*.

Respondent's Submissions.

21. The Respondent submitted that the trial court made a sound decision in allowing leave for 18 months before termination as provided for under section 28(4) of the *Employment Act* and reiterated in the case of *Radar Limited v Daniel Jomo Machera* [2022] eKLR.

22. A similar view was upheld by the court in the case of Luka Mbuvi v Economic Industries Limited [2020] eKLR where the Court held that; -

> " *Section 28(4) of the Employment Act, 2007* circumscribes how many leave days can be carried forward.The Claimant did not disclose whether he carried forward the leave days over the 4 years of employment with the permission of the Respondent and therefore the Court will only allow pro-rated leave for 4 months worked in 2015."

23. On the claim for overtime and off duties, it was submitted with regard to overtime that the Appellant was paid overtime while working for the Respondent. In any event that the Appellant did not complain or demand for payment of any overtime while working for the Respondent a further confirmation that the claim for overtime is not warranted. In support of this argument, the Respondent relied on the case of *Ngunda v Ready Consultancy Limited* [2022] KECA 577 where the Court held that;-

> " On the issue of payment for 33 public holidays, 152 Sundays, and 5184 hours of overtime, the learned judge was not satisfied that a firm basis was established, and dismissed the claim. An analysis of the record does not disclose that these claims were properly established. No evidentiary proof was provided that the appellant worked on those days. There were no details or particulars given of the public holidays or Sundays worked. Did he work on all public holidays and Sundays, or just some of them? Which days in particular? As regards the alleged overtime, there was no breakdown of the 5184 hours into the days to which they related. As it were, it would seem that the appellant was engaged in overtime work continuously for the entire 5184 hours, which is neither feasible nor humanly possible. As correctly submitted by the respondent, he who alleges must prove."

24. To demystify allegations that overtime claim ought to have been disproved by the Respondent by producing Employment record, the Respondent cited the case of *Rogoli Ole Manadiegi v General Cargo Services Limited* [2016] eKLR where the Court held that;-

> " It is true the Employer is the custodian of employment records. The Employee, in claiming overtime pay however, is not deemed to establish the claim for overtime pay by default of the Employer bringing to Court such employment records. The burden of establishing hours or days served in excess of the legal maximum, rests with the Employee. The Claimant did not show in the Trial Court when he put in excess hours, when he served on public holidays or even rest days. The evidence on record does not even separate normal overtime from overtime on rest days and public holidays. The rates of compensation are different. He did not justify the global figure claimed in overtime, showing specifically how it was arrived at..."

25. On off days claim, the Respondent submitted that the appellant was granted 4 off days in a month as such is not deserving off days claim. Additionally, that the claim for overtime, public holidays and and leave was not pleaded with specifity in the claim as such cannot be awarded. To support this view, he relied on the case of *KUDHEIHA Workers v Charles Waithaka Goka t/a Apple Bees Pub and Restaurant* [2013] eKLR where the Court held that;-

> " ... There is a tendency for Claimants seeking overtime pay to just throw all the public holidays in a calendar, all the hours beyond the agreed working hours on the clock, and all the years served, in the face of the Court and hope they make a credible case for overtime. Claimants of overtime must make a greater effort in directing the mind of the Court to a mathematically defensible, legally justifiable and factually credible system of overtime pay. The Claimant did not do this to the satisfaction of the Court."

26. A similar view was upheld in the case of *Charles Nguma Maina v Riley Services Limited* [2018] eKLR where the Court cited the case In *Fred Makori Ondari v The Management of the Ministry of works Sports Club* [2013] eKLR at paragraph 12, Rika J held –

> " He does not give details of the overtime done whether it was authorized by his employer; whether he ever demanded for payment while on duty; and why he would wait until termination to claim overtime pay that accrued from as early as 10 years prior to termination ..... The prayer for overtime pay is rejected ..... If he intended to pursue service pay under this head, he would not be entitled to service pay as he was registered under the National Social Security Fund. This prayer is rejected."

27. On the claim for public Holidays, it was submitted that the trial Court found that the appellant had not specified the number of public Holidays worked as such the claim was not tenable. A Position, which the Respondent agrees with and supported by citing the case of *Patrick Lumumba Kimuyu v Prime Fuels(K) Limited* [2018] eKLR where the Court held that;-

> " Whereas we appreciate that the employment Act enjoins an employer to keep employment records in respect of an employee, that does not absolve an employee from discharging the burden of proving his/her claim. If anything, that burden weighed more heavily upon the appellant in view of the respondent's categorical denial that the appellant had worked on the days claimed. It behooved the appellant to first discharge the burden by showing that he had indeed worked on the public holidays and Sundays as contended. Only upon such proof, would the evidential burden then shift to the respondent to show that she paid for the

overtime worked. On the other hand, we note that the respondent produced before court several receipts for allowances paid to the appellant, which given the paucity of evidence in support of the appellant's claim could as well have been payments for public holidays and/or Sundays worked."

28. It was submitted that the introduction of the number of holidays worked in submissions stage cannot be considered by the Court as its trite that submissions cannot be used to introduce facts as was held in Republic v Chairman, *Public Procument Adminstrative Review Board & Another*[2014] eKLR where the Court held that;-

> " The Applicant, the respondents and the Interested Party all introduced new issues in their submissions. Submissions are not pleadings.There is no evidence by way of affidavits to support the submissions.New issues raised by way of submissions are best ignored."

29. The Respondent also submitted that the trial Court was correct in holding that the underpayments due to the appellant was for the two month based on payslips produced. He added that since the appellant did not give particulars of any other underpayment claimed or give evidence thereof, the claim for underpayment was rightfully dismissed. In this they relied on the case of *Samuel Omutoko Mabinda v Riley Services Limited* [2019] eKLR where the Court held that; -

> " The claim for underpayment of salary and overtime is time is exaggerated and is therefore dismissed. There is lack of precise particulars for overtime pay taking into consideration that there were days when he was on leave or off day. He did not also consider the reality of change of salary from time to time during the 22 years of service. As regards salary under payment, there are no particulars of the time when the salary was underpaid."

30. On the claim for compensation, the Respondent submitted that the appellant's contract came to an end due to abrupt termination of their contract with third parties who provided employment for the Appellant as such the termination was not called by them but inevitably cause by the third party cessation of contract. He argued that the contract between the appellant and the Respondent was tied up such that the termination of the third-party contract meant that the Appellant contract with the Respondent was also terminated, this he argued was clearly stipulated in the appellant contract of employment at clause 8.3, therefore that the termination was justified. In any event that the appellant admitted to being in another gainful employment at the time of filling the trial court case, a fact which inform the award for compensation made by the trial Court.

31. To support this position, the Respondent relied on the case of *Erick Odhiambo Owade & 2 others v s Professional cleaning care Limited* [2018] eKLR where the Court held that;-

> " As submitted for the respondent the Court follows Enforce Security Group –Versus-Mwelase Fikile & 4 Others DA24/15 for the opinion that the lapsing of the subcontract to provide cleaning services was a legitimate event that would by agreement, give rise to automatic termination of the employment contracts; and further, the fact that the respondent had an option to render the claimants redundant or to consider other options instead of relying on the automatic termination clause cannot be used to negate the clear terms agreed to by the parties. As per the circumstances in that case as they are in this case, there was no evidence that the respondent had engaged in a clandestine move to dismiss the claimants and the clear proximate cause for the termination of the contracts of service was the lapsing of the subcontract for provision of the cleaning services. In the words of RW's testimony, "The only reason we terminated was that there was no other opening for

them. We desired to retain them but there was no opening elsewhere. So we terminated."The Court returns that the termination was not unfair because it was in accordance with the agreed termination clause and upon attaching of the agreed precondition for the end of tenure of service. Accordingly, the claimants would not be entitled to the 12 months' compensation for the alleged unfair termination. While making that finding the Court has considered the respondent's operational needs and system as envisaged in *section 45 of the Employment Act, 2007*. The Court finds that it would be oppressive and unfair to say the termination in the present case was on account of redundancy whereas it was a clear case of tenure of service based on availability of work if, the respondent concluded a contract for service to provide cleaning services to a contracting customer. In any event, the parties were in a clear agreement and understanding and the Court should not rewrite or change the parties' own intention. The nature of the respondent's enterprise supports the kind of arrangements the parties agreed upon on the tenure of the contract of service. Thus section 40 of the Act on redundancy did not apply and instead the terms of contract as read with section 35(5) of the Act on termination by giving the requisite notice applied."

32. In conclusion, the Respondent cited the case of *Cecilia Karuru Ngayu* (*Supra*) and urged this Court to dismiss the Appeal and in the event the claim is successful, then direct each party to bear its own costs.

33. I have considered all the submissions and evidence on record.

34. I have re-evaluated the evidence on record as above given that this is a 1st appeal to this court.

35. The main contention by the appellant is that the trial court failed to grant certain reliefs sought in the claim hence denying him his rights.

36. The first relief relating to leave which the appellant avers that the respondent had no contention over and which was not granted fairly.

37. In the judgment of the lower court, the learned magistrate herein in his judgment held that leave could not be granted as the claimant didn't apply to it.

38. The learned magistrate relied on Section 28 of the *Employment Act* 2007 which the respondent submitted was misconstrued.

39. From the evidence of the claimant, he was employed by the respondent from 1/3/2011 and worked until December 2020 which is a period of 10 years.

40. This claim was filed in March 2021. During this period, it is apparent that a claim for leave for the period beyond March 2018 was already time barred. Other than this fact, leave must be applied for.

41. *ILO Convention 132*. Holiday with Pay Convention (revised), 1970, (No.132) which has been ratified by Kenya at Article 10 provides that;-

    1. "The time at which the holiday is to be taken shall, unless it is fixed by regulation, collective agreement, arbitration award or other means consistent with national practice be determined by the employer after consultation with the employed person concerned or his representatives.

    2. In fixing the time at which the holiday is to be taken work requirements and the opportunities of rest and relaxation available to the employed person shall be taken into account."

42. The operative word in this convention is consultation and therefore an employee must submit to the employer their application for leave or their intention to proceed for leave. so there is convenience on the timing at which the employee may proceed on leave.

43. There is no indication in these proceedings that the claimant sought to proceed for leave within the period of employment and the same was denied.

44. In the absence of such evidence, the claim for leave must fail.

45. The appellant also submitted that the trial magistrate erred by rejecting the relief of overtime without plausible reason.

46. In declining to grant any award for overtime, in his judgment the trial magistrate indicated that the appellant did not provide the specific period, days and holidays to which he worked and the same was not proved hence the claim facts.

47. From the evidence of the appellant at the lower court, he intimated that he worked for 12 hours from 6am to 6pm and

> " ..... I worked even during public holidays like Madaraka Day. I worked 7 days a week. We had no off days."

48. Let me first consider the issue of overtime. The claimant indeed stated that he worked from 6am to 6pm daily.

49. This position was not contested by the respondent. It is also a matter for judicial notice that security guards in this country work for 12 hours per day 6am to 6pm or 6pm to 6am as the case may be.

50. Individual organizations make arrangements on how to compensate the employee for the overtime.

51. The respondents herein indicated that overtime pay was made at a fixed rate of kshs.2539/= per month.

52. From the judgment of the trial magistrate the issue of overtime pay was not resolved.

53. Even with the respondents contending that they were paying the claimant 2539/= per month as overtime, there was need to prove this which evidence was never submitted before the trial court.

54. Having established that the appellant worked 12 hours a day, this translates to 4 hours overtime daily.

55. The claimant worked for 6 days weekly with 1 rest day.

56. This translates to 6 x 4 hours overtime weekly which translates to 24 hours overtime per week.

57. The claim for overtime is therefore payable in respect of the period between 25th November 2018 to which claim was not time barred since this claim was filed on 25th November, 2021.

58. Within this period I find the overtime payable is;-25th November 2018 to December 2019 = 120 hoursJanuary 2020 to December 2020

= 24 hours x 52 weeks

= 1248hours
January 2021 to November 2021

= 24 hours x 51 weeks

= 1224 hours

Total overtime = 2592 hours

= 2592 = 108 days pay

24

This translates to;-

108 x 23,326 pay

30

= 75,576.24/=

59. On issue of holiday pay, I find that the claimant was also not compensated for this as the trial court failed to consider this prayer.

60. Under the Public Holiday Act Cap 110 LOK, there are 11 holidays in which the claimant may have qualified for his holiday pay.

61. The respondents have averred that they paid him for the holidays but have also not produced any evidence to establish that the appellant was paid during the holiday season, I find that he is indeed entitled to the payment of 11 days = 11/30 x 23,326/= for 3 years.

= Kshs.8,553/= x 3 = 25,659/=.

62. As concerns off days, it is apparent that a human being cannot work continuously for 10 years without any off day in his life.

63. This is the law. It behoves reason and common sense that this is what the appellant submits. I decline to accept this argument as being untenable.

64. As to underpayment, the appellant indicated to this court that his salary at the time of exit of service was kshs.23,326/= gross.

65. Going by the Regulation of Wages (General) Amendment Order of 2019 was kshs.13,572.90/= was the gross pay for a Security Guard.

66. It is therefore evident that the appellant was never underpaid and his claim for underpayment cannot stand.

67. In the circumstances of this case, the only additions to the award given by the lower court to the appellant are;-

    1. Overtime = Kshs.75,576.24
    2. Holiday pay = Kshs.25,659/=

       Total – Kshs.101,235/=

       Less statutory deductions

68. The rest of the appeal does not succeed. In this case as the appeal succeeds in part and fails in part. Each party will bear their costs.

DATED AND DELIVERED IN OPEN COURT THIS 1ST DAY OF FEBRUARY, 2024.

HON. LADY JUSTICE HELLEN WASILWA

JUDGE

In The Presence Of:

Maragia For Appellant – Present

Nyange For Respondent - Present

Court Assistant - Fred