



**Shivachi & 5 others v SBM Bank (Kenya) Limited (Cause E122 of 2022)
[2024] KEELRC 1164 (KLR) (19 April 2024) (Judgment)**

Neutral citation: [2024] KEELRC 1164 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E122 OF 2022
SC RUTTO, J
APRIL 19, 2024**

BETWEEN

**DAVID BULEMI SHIVACHI 1ST CLAIMANT
JEREMIAH OUMA ONGWAMA 2ND CLAIMANT
PATRICK MBUGUA KARANJA 3RD CLAIMANT
SAMUEL MUBAATSI SAKA 4TH CLAIMANT
DANIEL WANGEWA GITHINJI 5TH CLAIMANT
ERNEST JOMO LUVALE 6TH CLAIMANT**

AND

SBM BANK (KENYA) LIMITED RESPONDENT

JUDGMENT

1. The Claimants aver through their joint Memorandum of Claim dated 22nd February 2022, that they were all employees of the Respondent, having been employed on diverse dates as drivers/messengers. They aver that they performed their duties diligently and to the satisfaction of the Respondent until they were unfairly terminated on account of redundancy. According to the Claimants, the process of redundancy was arbitrary, hasty, unlawful and without justification.
2. It is further contended by the Claimants that their termination did not follow the law in terms of proper notification as stipulated under Section 40 of the *Employment Act*. It is on account of the foregoing that each of the Claimants seeks to be paid one month's salary in lieu of notice, compensatory damages for unfair termination, as well as reimbursement of illegal deductions which they aver were effected from their payslips in the month of January 2022.



3. The Respondent filed a Memorandum of Response dated 2nd June 2022 to counter the Claim. Whereas the Respondent has admitted that the Claimants were terminated from employment on account of redundancy, it contends that the said termination was undertaken in strict compliance with the provisions of the [Employment Act](#) and the Collective Bargaining Agreement. According to the Respondent, the Claimants are not entitled to compensation as sought. Consequently, the Respondent has asked the Court to dismiss the Claimants' claims with costs.
4. The matter proceeded for hearing on 11th October 2023 and 21st November 2023, during which all parties called oral evidence.

Claimants' Case

5. All the Claimants testified in support of their respective cases. The Claimants sought to rely on their respective witness statements and the list and bundle of documents filed alongside the Statement of Claim to constitute their evidence in chief.
6. The Claimants' case as per their witness statements, which I note are worded similarly, is that they were declared redundant by the Respondent with effect from 7th December 2021.
7. That on 6th December 2021, they were served with notices to declare them redundant effective 7th December 2021. They averred that they were only given a notification of one day in contravention of Section 40 of the [Employment Act](#) which requires a one month notice.
8. They further averred that they received an email communication that the Respondent would proceed with its redundancy programme since the VESS exercise did not yield the expected results.
9. The Claimants contended that the Respondent did not bother to list the number of employees to be affected by the redundancy and the selection criteria of the affected employees. That they were informed about the redundancy through the Memo dated 6th December 2021, the date the redundancy took place.
10. On 14th December 2021, eight days after the issuance of the Notice of termination of employment on account of redundancy, they were issued with another letter stating that their last working day would be on 15th January 2022.
11. They further stated that the Respondent did not provide them with an opportunity to mitigate the adverse effects of such terminations.
12. On 14th January 2022, they were issued with a letter extending the working period to 24th January 2022, a clear indication that the said positions were not abolished as indicated by the Respondent.
13. The Claimants further averred that the Respondent's letter to the county labour office dated 6th December 2021 was in contravention of the provisions of Section 40 of the [Employment Act](#) 2007.
14. According to the Claimants, the reason given by the Respondent for the redundancies was a sham since there was no restructuring, reorganization and or abolition of the drivers' positions as the Respondent had outsourced cheap labour to get rid of the drivers/messengers while the said positions still existed.
15. On 4th January 2022, they came to know about the outsourcing through a meeting attended by the bank officials. In that meeting, it was confirmed that the Respondent had outsourced (K.K) at a lower rate of Kshs. 40,000/= . It is the Claimant's contention that the Respondent had an outright intention of declaring them redundant for cheap labour as against the law.



16. That the mere fact that the Respondent intended to replace them with outsourced labour in respect of the same position was an indication that there was work they could perform and therefore there were no valid reasons to effect the termination.
17. The Claimants further averred that the purported decision to terminate their services and outsource to an external service provider was not justified. That the Respondent commenced recruitment of new staff to replace them on the guise and ruse that there was a restructuring while the truth of the matter was that the Respondent had planned their termination without consulting them.
18. Further, the Respondent did not give them an opportunity to question the validity of the reasons given for the redundancy or the criteria for selection that are set out in Section 40(1) (c) and (d). They were not allowed to raise pertinent issues that ought to be cleared before the Respondent could declare them redundant.
19. The Claimants further averred that there was no meaningful consultation between the employers and the employees before the termination of employment under redundancy as contemplated under Article 13 of recommendation No. 166 of the ILO Convention No. 158.
20. That even in a position where the Respondent has a right to declare a redundancy, the same has to be lawful and the Respondent must demonstrate the existence of both substantive reasons and compliance with the lawful procedures.
21. The Claimants further termed the notice to the labour office fundamentally mischievous, illegal and procedurally flawed since it was submitted on 10th December 2021 after the redundancies had taken place. That further, the redundancy notice did not disclose the names and positions to be affected by the intended redundancy as contemplated by the provisions of Section 40(1) (a) of the [Employment Act, 2007](#).
22. On his part, the 4th Claimant added that he was stationed at the Respondent's Nakuru branch, and while undertaking his duties on 9th December 2022, he was called by the Regional Manager at Ole-Ken Hotel and informed that his services were no longer required. He was given his letter of termination and told to proceed on leave and start the clearing process.
23. The Claimants urged the Court to allow their claims as prayed.

Respondent's Case

24. The Respondent called oral evidence through Mr. Simon Mureithi Maina who testified as RW1. He started by identifying himself as the Head of Employee Relations at the Respondent Bank. He proceeded to adopt his witness statement to constitute his evidence in chief. He further produced the documents filed on behalf of the Respondent as exhibits before Court.
25. It was RW1's evidence that all the Claimants were employed as drivers and messengers in the cadre of subordinate staff of the Bank.
26. That during the course of their employment, all the Claimants joined, and were members of the Banking, Insurance and Finance Union (BIFU).
27. RW1 stated that other than the acquisition of Fidelity Bank in 2017, the Respondent also acquired Chase Bank Ltd in 2018. Owing to the heavy structure inherited by the Respondent due to the acquisition of employees from the two defunct banks and subsequent closure of several branches of the Respondent between 2018 and 2021, the Respondent undertook a restructuring in order to streamline its operations towards the end of 2021.



28. As part of the restructuring, the Respondent implemented a fit-for-purpose structure where some roles fell off due to the excess number of staff who were not fit in the new structure. That the Respondent issued a memo on 5th October 2021 to this effect.
29. RW1 further stated that the Respondent issued the Notice of Voluntary Employment Separation Scheme to the Ministry of Labour on 5th October 2021 with Copies to the Claimants' Union, Federation of Kenya Employers (FKE) and Kenya Banker's Association stipulating the terms of the redundancy in accordance with provisions of the Collective Bargaining Agreement.
30. In the said letter of 5th October 2021, the Respondent duly wrote to the labour office, through the office of the Cabinet Secretary in charge of the Ministry of Labour and Social Protection.
31. The Notification of Intention to Declare Redundancy was also copied to, and duly served upon, BIFU, the Kenya Bankers Association and the FKE.
32. The Respondent thereafter held discussions with the Claimants' Union and the Representatives of the Kenya Banker's Association on 16th November 2021.
33. Unfortunately, the Voluntary Early Separation Scheme did not yield the targeted numbers, therefore forcing the Respondent to proceed with implementing a redundancy exercise as had been communicated in the Memo and letter dated 5th October 2021.
34. The Respondent convened a meeting with BIFU on the 16th of November 2021 when parties held consultations on the way forward as well as the benefits payable to the employees to be declared redundant.
35. The Respondent followed up the meeting by issuing a letter to the Union, dated 17th November 2021, documenting the discussions held with the Union.
36. The Union wrote back to the Bank vide a letter dated 17th November 2021, and in view of the prevailing circumstances, the Union was okay with the redundancy exercise save for the severance pay where they requested the Respondent to enhance the severance pay to one and a half month's (1 x1.5) salary to be similar to the Package paid to employees who applied for Voluntary Early Separation Scheme.
37. Vide a letter dated 6th December 2021 to the Ministry of Labour, the Respondent informed the labour office that, pursuant to the Notice of Intention to Declare Redundancies issued to it by the Respondent on the 5th of October 2021, the Respondent was proceeding to terminate the employment of various employees on the ground of redundancy and further stipulating the terms of the terminations.
38. On the same day, similar letters were issued to the Claimants' Union, Kenya Banker's Association and Central Bank of Kenya stipulating the terms of the terminations.
39. RW1 further stated that the decision to terminate employees on grounds of redundancy was further communicated to the staff of the Respondent vide a Memo dated 6th December 2021 in which employees were informed that affected members of staff would be individually informed.
40. Among the roles that were affected by the restructuring was that of all subordinate staff including the role of Driver, Messenger, and Tea maker which were no longer available within the Shared Services Department.
41. The Claimants were duly issued with a notice of termination of employment on account of the redundancy dated 6th December 2021 which stipulated the terms of the redundancy.



42. The Claimants were then issued with termination letters on account of redundancy on 14th December 2021 which was effective 15th January 2022, with a one month notice period.
43. According to RW1, the terms set out in the said letter were superior to the minimum terms of redundancy required to be accorded to the Claimants under the terms of the Collective Bargaining Agreement and under the provisions of the *Employment Act*.
44. That to assist the Claimants with a smooth transition following the redundancy, they were invited for outplacement training that was fully sponsored by the Respondent. The Claimants attended between 5th to 7th January 2022.
45. RW1 further stated that the Claimants' last working day was 15th January 2022. However, due to the change of dates for the outplacement training, which was initially scheduled to take place between 20th to 30th December 2021, the Respondent requested the Claimants for an extension of the last working date to 24th January 2022 to allow for the handover process of the Bank's vehicles and other assignments.
46. RW1 stated that the Claimants were agreeable to the extension of the last working date and willingly accepted the terms contained in the letter dated 14th January 2022.
47. That further, the Claimants were duly issued with letters detailing the terminal dues payable and the Certificates of Service. They are yet to collect their updated Certificates of Service.
48. That the Claimants were paid their terminal dues in full, payment of which was duly acknowledged.
49. RW1 further denied that the Respondent deducted illegal deductions from the Claimant's January 2022 salary. That these were the regular monthly payroll deductions and contributions since the Claimants were still in the Payroll and earned a salary up to 24th January 2022.
50. The Respondent remitted the Claimants' monthly deductions and contributions that were effected through the January 2022 payroll to the respective institutions on behalf and for the benefit of the Claimants.
51. With respect to outsourcing, RW1 stated that at no point were the Claimants informed that their positions were to be outsourced as alleged. That in any event, outsourcing of services is recognized in Kenya and where this is done by the Respondent, the same is done in strict adherence to the provisions of the Central Bank of Kenya Prudential Guidelines on outsourcing.

Submissions

52. The Claimants submitted that despite the fact that they were members of a trade union (BIFU), the labour office was not notified of the redundancy one month prior to the date of the intended redundancy. They argued that the letter was received by the labour office on 10th December 2021, four days after they were served with the notice to declare them redundant.
53. In the same vein, it was submitted that the Claimants were issued with a notice to declare them redundant before the county labour office was notified of the said redundancies, and yet they belonged to the Union.
54. It was the Claimants' further submission that the letter addressed to the county labour office by the Respondent did not list the particulars, employment statements, employment records, and or positions they held.



55. The Claimants further submitted that there was no record of a three-way consultative meeting involving the Respondent, the Trade Union, and the labour office, and no consultation as contemplated in a redundancy process. In support of this position, reliance was placed on the case of the Employment Appeals Tribunal in *Willians vs Compare Maxam Ltd* (1982) IRLR83.
56. The Claimants further submitted that there was no evidence presented to the Court of any consultations undertaken hence their termination was unfair.
57. In further submission, the Claimants argued that the positions they held were still in existence.
58. It was the Claimants' further submission that they were not given a warning of the impending redundancies. According to the Claimants, their unilateral selection without a hearing, was constructive dismissal.
59. The Claimants stated in further submission that the Respondent did not at any time demonstrate by evidence that in selecting them, it had given due regard to their seniority in time and skills, abilities, and reliability.
60. The Respondent did not file written submissions as the same were missing from the court's physical record and on the online portal at the time of writing this judgment. This was despite the Respondent being given seven more days on 26th February 2024, to comply.

Analysis and Determination

61. Arising from the pleadings, the evidence on record and the Claimant's submissions, the following issues stand out for determination:
 - i. Whether the Claimants' termination by way of redundancy was fair and lawful; and
 - ii. Whether the Claimants are entitled to the reliefs sought.

Whether the Claimants' termination by way of redundancy was fair and lawful

62. It is common ground that the Claimants were terminated from the Respondent's employment on account of redundancy. The question which now begs for an answer is whether the said redundancies were fair and lawful in terms of the *Employment Act*, 2007.
63. As was held by the Court of Appeal in *Kenya Airways Limited vs Aviation & Allied Workers Union Kenya & 3 Others* (2014) eKLR, termination of employment through redundancy ought to be both substantially justified and procedurally fair.
64. In this regard, substantive justification refers to the reasons for which the redundancy was effected while procedural fairness has to do with the procedure applied in effecting the redundancy. I will proceed to consider the two elements under separate heads.
 - i. Substantive Justification
65. Substantive justification in cases of redundancy is to be considered in the context of the definition of the term redundancy under Section 2 of the *Employment Act*, thus: -

“the loss of employment, occupation, job or career by involuntary means through no fault of an employee, involving termination of employment at the initiative of the employer, where the services of an employee are superfluous and the practices commonly known as abolition of office, job or occupation and loss of employment”.



66. As such, the circumstances or reasons leading to an employee being declared redundant must fall within the above definition that is to say, that the loss of employment was involuntary and the employee is at no fault, rather it is the initiative of the employer.
67. In addition to the foregoing, regard must also be had to the provisions of Section 45(2) (b) (ii) of the *Employment Act* which renders a termination unfair, where an employer fails to prove that the reason for the termination is valid, fair and based on its operational requirements. To put it succinctly, the reasons for the redundancy ought to satisfy the fairness and validity test under Section 45(2) (b) (ii) of the *Employment Act*.
68. Turning to the case herein, it is apparent that the Claimants were declared redundant due to reorganization as a result of which their roles were not mapped into the new organizational structure.
69. The record bears that before the Claimants were declared reductant, the Respondent had rolled out a Voluntary Employment Separation Scheme (VESS) whose objective was to create a fit-for-purpose organization structure to replace the organizational structure it was operating with. In this regard, the Respondent notified its employees that in the event the VESS failed to yield the expected results, it would embark on a redundancy programme whose scale was dependent on the outcome of the VESS programme.
70. According to the Respondent's letter dated 5th October 2021, to the Ministry of Labour and copied to the Kenya Bankers Association, the Federation of Kenya Employers and BIFU, the fit-for-purpose structure, was being implemented in order for the Respondent to optimize its strategic objectives.
71. It also bears to note that prior to the Claimants being declared redundant, the Respondent had closed five of its branches with effect from 12th and 30th December 2020. Further to that, it had merged operations of three of its branches and two express service centers with effect from 29th October 2021.
72. In light of the foregoing, I am persuaded that the Respondent was undergoing a reorganization hence some positions within its structure were affected.
73. Further, it is apparent that the VESS was geared towards reducing the number of employees at the Respondent Bank. Therefore, it is not surprising that when the VESS failed to yield the desired results, the Respondent still needed to let go of some employees through redundancy.
74. To this end, I am led to conclude that the Respondent has proved to the requisite standard that it had a valid and fair reason to declare the Claimants redundant as a result of the reorganization of its enterprise.
75. That said, I now turn to consider whether the said redundancy was undertaken procedurally.
 - ii. Procedural fairness
76. The procedure to be applied in effecting a redundancy is stipulated under Section 40(1) of the *Employment Act*. Under the said provision, the following conditions must precede a redundancy: -
 - a. where the employee is a member of a trade union, the employer notifies the union to which the employee is a member and the labour officer in charge of the area where the employee is employed of the reasons for, and the extent of, the intended redundancy not less than a month prior to the date of the intended date of termination on account of redundancy;
 - b. where an employee is not a member of a trade union, the employer notifies the employee personally in writing and the labour officer;



- c. the employer has, in the selection of employees to be declared redundant had due regard to seniority in time and to the skill, ability and reliability of each employee of the particular class of employees affected by the redundancy;
 - d. where there is in existence a collective agreement between an employer and a trade union setting out terminal benefits payable upon redundancy; the employer has not placed the employee at a disadvantage for being or not being a member of the trade union;
 - e. the employer has where leave is due to an employee who is declared redundant, paid off the leave in cash;
 - f. the employer has paid an employee declared redundant not less than one month's notice or one month's wages in lieu of notice; and
 - g. the employer has paid to an employee declared redundant severance pay at the rate of not less than fifteen days' pay for each completed year of service.
77. From the record, the Respondent initially notified the Claimants' Union (BIFU), through a letter dated 17th December 2021 that it would be proceeding with the redundancy as the VESS had failed to realize the intended uptake by members of staff. In a further letter dated 6th December 2021, the Respondent informed the Union of the intended redundancy, the reasons thereof and the fact that 27 of its members were among the staff affected by the redundancy.
78. Notably, the Respondent notified the Ministry of Labour of the intended redundancy through a letter dated 6th December 2021.
79. Further, the Respondent notified all its staff of the intended redundancies through an internal memo dated 6th December 2021. Similarly, the Claimants were notified through letters dated 6th December 2021 of the redundancy.
80. What is striking about the aforementioned notices is that they were short of the 30 days notice stipulated under Section 40(1) (a) of the *Employment Act* seeing that the redundancies were to take effect on 7th December 2021. Essentially this was a day's notice.
81. In light of the foregoing, it is evident that the Respondent did not comply with the notice requirements under Section 40(1) (a) of the *Employment Act*.
82. In as much as the Respondent later extended the Claimants' period of service upto 24th January 2022, this did not take away the fact that the notices issued on 6th December 2021, in apparent compliance with Section 40(1) (a) of the *Employment Act* were short of the stipulated statutory period.
83. The other defect I find with the Notices dated 6th December 2021 issued by the Respondent to BIFU and the Ministry of Labour, is that the same did not indicate the extent of the redundancies as contemplated under Section 40(1)(a) of the *Employment Act*. In this regard, the Notice to BIFU merely stated that the number of employees affected by the redundancy included 27 members of the Union. Beyond that, the Notice did not indicate the category of the employees affected by the redundancy or the positions to be declared redundant. On the other hand, the Notice to the Ministry of Labour merely communicated the aspect of the redundancy and did not state the extent of the redundancy at all much less the number of employees to be affected by the redundancy.
84. It is this Court's view that the Notices under clause (a) of Section 40(1) envisage that the employer will provide sufficient details with regards to the redundancy exercise hence the term "the extent of



- the intended redundancy”. These includes the positions to be declared redundant and the category of employees to be affected by the redundancy.
85. Suffice to say, the Notices issued by the Respondent were not substantially in compliance with the provisions of Section 40(1) (a) of the *Employment Act*.
 86. The other requirement is in respect of the selection criteria stipulated under Section 40 (1) (c) of the *Employment Act*. In this regard, the employer is required to prove that in the selection of employees to be declared redundant, it has paid due regard to seniority in time and to the skill, ability and reliability of each employee of the particular class of employees affected by the redundancy.
 87. According to the Respondent, the roles of drivers and messengers were no longer available within the Shared Services Department. What I hear the Respondent to be saying is that the selection criteria stipulated under clause (c) was not applicable as all the drivers and messengers were affected by the redundancy.
 88. Be that as it may, the Respondent did not tender any evidence to confirm this assertion. For instance and as I have stated herein, the Notices to BIFU and the Ministry of Labour did not indicate in sufficient detail the extent of the redundancies. That is to say, there was no indication that all the drivers and messengers were being declared redundant.
 89. Further, it is noteworthy that in as much as the Respondent exhibited the new structure for its Shared Services Department, it failed to exhibit its previous departmental structure for comparison so as to prove that indeed, the positions of drivers and messengers had been completely scrapped from the structure.
 90. This being the case, it cannot be said that the requirement for selection criteria was not applicable in this case seeing that there is no evidence that all the drivers and messengers were declared redundant hence the said positions were completely scrapped off the Respondent’s structure.
 91. As to the payments under Section 40(1) (e) (f) and (g) of the *Employment Act*, the Respondent cannot be faulted as the Claimants were advised through the letters of termination dated 6th December 2021 that they would be paid notice pay, severance pay at the rate of one and a half months’ salary for every completed year of service, accrued annual leave days and access to the pension benefits in accordance with the Staff Pension Scheme’s Trust Deed Rules.
 92. Therefore, it can very well be said that the Respondent was in compliance with Section 40(1) (e) (f) and (g) of the *Employment Act*. In any event, the Claimants did not dispute receiving the payments itemized in their letters of termination.
 93. With regards to the requirement for consultations, the Claimants stated that the Respondent did not undertake consultations ahead of the redundancy. In the letter dated 17th December 2021 to BIFU, the Respondent alluded to a meeting its management held with the said Union and the Kenya Bankers Association with regards to the redundancy. Further in an email of 7th December 2021, the Claimants were invited to a meeting with the Respondent’s Human Resource Department.
 94. In light of the foregoing, the Respondent cannot be faulted as it engaged the Claimants through their Union prior to the redundancy exercise.
 95. The total sum of my consideration is that the Respondent did not wholly comply with the provisions of Section 40 (1) of the *Employment Act*, in that it failed to comply with the notice requirements under clause (a) and observe the selection criteria stipulated under clause (c). To that extent, the Claimants’



termination by way of redundancy cannot be said to have been procedurally fair within the meaning of Section 40(1) (a) and (c) of the Employment Act.

96. That said, what remedies lie?

Remedies?

Compensatory damages

97. As the Court has found that the Respondent did not substantially comply with the procedural requirements under Section 40(1) (a) and (c) of the Employment Act in declaring the Claimants redundant, the Claimants are each awarded compensatory damages equivalent to three months of their gross salary. This award takes into account the fact that the Respondent has proved that it had a valid and fair reason to declare the Claimants redundant thus the damages are nominal.

Deductions?

98. The Claimants have further sought reimbursement of what they have termed as illegal deductions from their salary during the month of January 2022. The said deductions are benevolent fund contributions, COTU, COTU Education, BIFU and local pension. I have perused the Claimants' pay slips for the month of November 2021, preceding the redundancy and evidently, the said deductions were active and running on their pay slips. In addition, there is no evidence that the Claimants had instructed the Respondent to stop further deductions from their pay slips. Accordingly, the Respondent cannot be faulted for effecting the aforementioned deductions from the Claimants' pay slips in the month of January 2022.

Orders

99. In the final analysis, I allow the Claim and enter Judgment in favour of the Claimants who are awarded compensatory damages as follows: 1st Claimant Kshs 271,764.00. 2nd Claimant Kshs 340,818.00. 3rd Claimant Kshs 270,396.00. 4th Claimant Kshs 340,818.00. 5th Claimant Kshs 340,818.00. 6th Claimant Kshs 315,000.00.

100. Interest shall apply on the awards at court rates from the date of Judgment until payment in full.

101. The Respondent shall bear the costs of this suit.

DATED, SIGNED AND DELIVERED AT NAIROBI THIS 19TH DAY OF APRIL 2024.

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STELLA RUTTO

JUDGE

Appearance:

For the Claimants Ms. Kwamboka

For the Respondent Mr. Omino

Court Assistant Kemboi

Order

In view of the declaration of measures restricting court operations due to the COVID-19 pandemic and in light of the directions issued by His Lordship, the Chief Justice on 15th March 2020 and subsequent directions of 21st April 2020 that judgments and rulings shall be delivered through video conferencing or via email. They



have waived compliance with Order 21 Rule 1 of the Civil Procedure Rules, which requires that all judgments and rulings be pronounced in open court. In permitting this course, this court had been guided by Article 159(2)(d) of *the Constitution* which requires the court to eschew undue technicalities in delivering justice, the right of access to justice guaranteed to every person under Article 48 of *the Constitution* and the provisions of Section 1B of the *Civil Procedure Act* (Chapter 21 of the Laws of Kenya) which impose on this court the duty of the court, inter alia, to use suitable technology to enhance the overriding objective which is to facilitate just, expeditious, proportionate and affordable resolution of civil disputes.

STELLA RUTTO

JUDGE

