



Marango v Board of Management S.C.L.P Samaj School & another (Cause 620 of 2017) [2024] KEELRC 1586 (KLR) (21 June 2024) (Judgment)

Neutral citation: [2024] KEELRC 1586 (KLR)

REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE 620 OF 2017
SC RUTTO, J
JUNE 21, 2024

BETWEEN

MOSES WASWA MARANGO CLAIMANT

AND

BOARD OF MANAGEMENT S.C.L.P SAMAJ SCHOOL 1ST RESPONDENT

PRINCIPAL S.C.L.P SAMAJ SCHOOL 2ND RESPONDENT

JUDGMENT

1. The Claimant avers that he was employed by the Respondent as a teacher on a permanent basis with effect from August 2013. According to the Claimant, he performed his duties with a lot of zeal, sincerity, diligence and dedication to the best of his ability. The Claimant avers that on 31st August 2015, he reported for duty for the new academic year, attended a staff meeting and signed the staff meeting attendance register without any disclosure from the Respondents that he had been dismissed. He contends that he was never taken through any disciplinary process by the Respondents and was condemned unheard. It is against this background that the Claimant seeks against the Respondents jointly and severally, the sum of Kshs 1,219,200/= being payment in lieu of leave, unpaid salary for August 2015, unpaid overtime and compensatory damages for unfair termination. He has further sought to be issued with a certificate of service as well as the costs of the suit.
2. Opposing the Claim, the Respondents filed a joint Statement of Response dated 25th April 2017 in which they aver they were never satisfied with the Claimant's performance which was not up to the expected standard. That the Claimant was well aware of this from the warning letters that were sent to him. Consequently, the Respondents have asked the Court to dismiss the Claimant's suit with costs as his employment was rightly terminated.
3. During the trial which proceeded on diverse dates, both parties called oral evidence.



Claimant's Case

4. The Claimant testified in support of his case and in addition, called a Forensic Document Examiner to give expert evidence. The Claimant who testified as CW1, sought to adopt his witness statement to constitute his evidence in chief. He further produced the list and bundle of documents filed alongside the Memorandum of Claim as exhibits before Court.
5. It was the Claimant's evidence that he was teaching in the Maths and Physics Departments and that he never had any issue in the Maths Department but the Head of the Physics Department was very uncooperative and seemed to target him for sabotage.
6. The Claimant averred that several times, he would submit his exams to him but he would not forward them on time to the Exam Department hence he would receive a warning letter from the Principal that he had not submitted his exams on time. On this score, the Claimant contended that all the warning letters were given to him without being heard.
7. That he resorted to doing soft copies of the exams and delivering the same to the Head of the Physics Department directly via email but still he submitted his exams late and he would receive a warning letter. He then started submitting exam papers directly to the Dean of Studies to the chagrin of the Head of the Physics Department.
8. The Claimant averred that at one time, he received a warning letter alleging that he had set some exam questions outside the syllabus but no evidence was provided and the Dean of Studies confirmed that no exam question was set outside the syllabus. However, the Board Secretary instructed him to issue the Claimant with a warning letter.
9. The Claimant further stated that on the first Saturday of August, 2015 being the last day when students picked their report cards, he was on duty consulting with parents. Nothing was unusual when he left for home in the evening. On 4th August 2015, he received a phone call from the School Receptionist informing him that the Principal wanted to see him the following day at 9.00 a.m. This was not possible as he had traveled upcountry and upon consultation with the Principal, the Receptionist informed him that the Principal had advised her that there was no need for him to go.
10. He reported on duty on 31st August 2015 for the new academic year. He clocked in and was still in the system. He also attended the staff meeting and signed the staff meeting attendance register. There were rumors that three teachers had been summoned by the Principal on 4th August 2015. Only two showed up and they were given dismissal letters.
11. According to the Claimant, he reported on duty on 1st September 2015 and his name was on the timetable but he had been removed as a class teacher. When he confronted the Dean of Studies, he directed him to go to class and teach as he was not aware of his dismissal.
12. He met the Senior Deputy Principal from whom he inquired about his status and he informed him that he had learnt during the staff meeting that he had been fired when the Principal had asked him what he was still doing in school. He went to consult the Principal and came back to inform him that the Principal wanted to see him.
13. He met the Principal who informed him that he had actually been fired the previous month on 5th August 2015 and that his dismissal letter had been sent through registered mail, which he never received.



14. The Claimant further stated that the Principal had traveled to the United States of America on 5th August 2015 and did not delegate the responsibility to anybody and even the Senior Deputy Principal was not aware that he had been fired.
15. That he was only paid one month salary in lieu of notice and for five days he had worked in August 2015.
16. It was the Claimant's contention that he was being deducted money for NSSF and NHIF throughout his employment period but it was not being remitted by the Respondents as required.
17. That further, he was in the employment of the Respondents for a period of two years within which he was never given leave. Further, he used to work every Saturday but was never paid for it.
18. Mr. Martin Esakina Papa who testified as CW2 identified himself as a Forensic Document Examiner. He confirmed authoring the report dated 30th October 2018, which he produced as an exhibit before Court.
19. CW2 stated that he received instructions from the Claimant's Advocates to examine and compare the signature items on the Certificate of Payment of Final Dues dated 5th September 2015 and a cheque leaf dated 1st September 2015.
20. It was his evidence that there is significant evidence to indicate that the handwriting and signature on the Certificate of Payment of Final Dues (A1) was not authored by the Claimant.
21. That further, there is significant evidence to indicate that the handwriting indicated on the copy of the cheque leaf (A2) dated 1st September 2015 was written by the Claimant.

Respondent's Case

22. The Respondents called oral evidence through Mr. Fredrick Scotch who testified as RW1. Mr. Scotch identified himself as the 1st Respondent's School Administrator. Equally, he adopted his witness statement to constitute his evidence in chief. He further produced the list and bundle of documents filed on behalf of the Respondents as exhibits before Court.
23. It was RW1's evidence that the Claimant was very negligent and incompetent in performing his duties which is why his salary increment was very low over his period of employment.
24. That the Claimant would habitually disobey the School's directives on submitting exams which led to him receiving several warning letters.
25. That further, the Claimant conducted his duties very unprofessionally and some of the complaints raised by the School over his conduct included; failure to submit the lesson plan book; failure to take roll call; failure to supervise students during exams; unavailability during working hours; corporal punishment against school policy; and poor performance in his classes.
26. RW1 averred that the School was not pleased with the Claimant's performance ranging from inefficiency, negligence, poor performance and not following school policies. That the Claimant was in all these letters, requested to respond to the same but he chose to ignore them.
27. According to RW1, the Claimant was therefore given a fair chance to rebut the assertions in the letters but he chose not to and the Respondent having afforded him an opportunity to be heard, cannot be accused of acting unilaterally in lawfully terminating his employment.



28. That contrary to the Claimant's assertions, the Board Secretary deals with oversight duties and provision of facilities, salaries, hiring and firing but is not involved in the day to day running of the School.
29. RW1 stated that by his own admission, the Claimant was indeed called on 4th August 2015 to collect his dismissal letter but he never showed up. The Respondent therefore sent the dismissal letter via mail to his registered post office as clearly indicated on his Appointment Letter.
30. RW1 contended that contrary to the Claimant's assertions, he sneaked back into the School on 31st August 2015 and when the Principal realized that he was still attending classes, he summoned him and informed him of his dismissal.
31. In RW1's view, the Claimant's claim for leave days is unfounded given that as a teacher, he had more leave days due to the school holidays than is prescribed by the *Employment Act*.
32. That further, the Claimant's letter of appointment clearly states Saturdays (8 am - 12:30 am) are working days and regardless, the Respondent always paid a bonus for Saturdays worked. That either way, the Claimant could not have worked on all Saturdays as the teachers alternate duties.

Submissions

33. The Claimant submitted that it was clear from the evidence of RW1 that the Respondents failed to comply with the provisions of Section 41 of the *Employment Act*, 2007 while terminating his services and this amounted to unfair termination of his employment. Referencing the case of Gibson D.Mwanjala v Kenya Revenue Authority [2015] eKLR, the Claimant submitted that the Respondents had no valid reason to warrant the termination of his employment.
34. On the Respondents' part, it was submitted that from the evidence adduced before this Court, they had sufficiently discharged their obligation under Section 43(1) of the *Employment Act*, by showing that there was a fair and valid reason to terminate the Claimant, which reasons were directly related to his conduct and capacity, and the same were duly communicated to him, vide the various letters. In support of the Respondents' position the Court was invited to consider the cases of CFC Stanbic Bank Limited v Danson Mwashako Mwakuwona [2015] eKLR and Kenya Revenue Authority v Reuwel Waithaka Gitahi & 2 others [2019] eKLR.
35. It was further submitted that the Claimant was taken through a disciplinary hearing through written correspondence, which he was required to respond but failed to give his response. That as such, the Claimant received adequate notice of the charges leveled against him.
36. Placing reliance on the cases of Kenya Revenue Authority v Menginya Salim Murgani [2010] eKLR and Gibson G. Mwanjala v Kenya Revenue Authority (supra), the Respondents argued that a disciplinary hearing can be conducted through correspondence.
37. It was further submitted that the 2nd Respondent being the Principal of the School managed by the 1st Respondent, is an agent of a disclosed principal and as such ought not to have been sued. In the same vein, the Respondents posited that since the Claimant did not have any claim specifically directed to the Principal of the school, as his claim was directed to the School's Board of management, it was not proper to include the Principal as a Respondent, as he was and remains the agent of a disclosed Principal, who has already been sued. To this end, reliance was placed on the case of John M. Chamia & 6 others v Managing Trustee, National Social Security Fund & another [2012] eKLR.
38. In further submission, the Respondents posited that having proved on a balance of probabilities, that the Claimant signed the Certificate of payment of final dues and collected a cheque in payment of



the same, and duly signed the same, he was barred by virtue of the declaration he signed from filing the instant claim, seeking payment of pay in lieu of notice and unpaid salary, hence the Claim is unmaintainable and ipso facto, ought to be dismissed. On this issue, the Respondents referenced the case of *Constance Mwangeli vs Crowne Plaza ELRC Cause No. E981 of 2021 and Coastal Bottlers Limited v Kimathi Mithika [2018] eKLR*.

Analysis and Determination

39. Arising from the pleadings on record, the evidentiary material before me as well as the rival submissions, it is apparent that the Court is being called to resolve the following questions: -
- i. Whether the 2nd Respondent is a proper party to this suit;
 - ii. Whether the 1st Respondent was absolved from further liability and action arising from the termination in light of the Certificate of Payment of Final Dues;
 - iii. Whether the Claimant's termination was fair and lawful; and
 - iv. Whether the Claimant is entitled to the reliefs sought.

Whether the 2nd Respondent is a proper party to the suit

40. The Respondents have argued that the 2nd Respondent being the Principal of the School managed by the 1st Respondent, is an agent of a disclosed principal and as such ought, not to have been sued. It is worth noting that the Claimant did not address himself on this issue.
41. It is evident from the record that there is no cause of action disclosed against the 2nd Respondent. Indeed, the Claimant acknowledges that he was employed by the 1st Respondent and that the 2nd Respondent is engaged in the day to day running of the School.
42. It is further apparent that the main dispute is between the Claimant and the 1st Respondent who was his former employer. Therefore, the bone of contention between the Claimant and the 2nd Respondent is not evident.
43. In view of the foregoing, I find that the 2nd Respondent is not a proper party to the instant Claim.

The 1st Respondent's liability in light of the Certificate of Payment of Final Dues

44. The Respondents have submitted that the Claimant having voluntarily executed the Certificate of Payment of Final Dues and collected his dues, has no other claims against the school. On his part, the Claimant denied executing the Certificate of Payment of Final Dues and in support of his case, he called a Forensic Document Examiner (CW2) who testified that the signature appearing on the said Certificate does not resemble the Claimant's sample signatures.
45. Referring to CW2 as a gun for hire, the Respondents have urged the Court to disregard his evidence on grounds that he was not a credible or reliable witness.
46. As to whether the evidence submitted by CW2 is credible or not, it is this Court's view that the same is insignificant. I say so because expert evidence is not binding on the Court and is essentially opinion evidence (see the case of *Stephen Kinini Wang'ondou v The Ark Limited [2016] eKLR*). Therefore, expert evidence ought to be weighed against other evidence adduced before Court and cannot trump all other evidence. Such evidence cannot be considered in a vacuum.



47. That said, I turn to consider the relevant portion of the Certificate of Payment allegedly executed by the Claimant in order to ascertain its import. For context purposes, I will reproduce the same hereunder;

“I Mr. Moses Marango Holder of ID No. 12939929 hereby accept the above being my terminal dues in full and final settlement after having served as a teacher at SCLP Samaj School for a period of 2 years and therefore have no other claim whatsoever against the school on receipt of above dues.”

48. Thus, the question that begs to be answered is whether the Claimant waived his right to bring proceedings against the 1st Respondent upon execution of the Certificate of Payment.

49. The import of a discharge voucher has been considered in a catena of decisions by our Courts. Case in point is *Coastal Bottlers v Kimathi Mithika* [2018] eKLR, in which the Court of Appeal held as follows:

“[18.] Whether or not a settlement agreement or a discharge voucher bars a party thereto from making further claims depends on the circumstances of each case. A court faced with such an issue, in our view, should address its mind firstly, on the import of such a discharge/ agreement; and secondly, whether the same was voluntarily executed by the concerned parties.”

50. It is therefore clear that there is no general rule that a discharge voucher will automatically discharge an employer and thus bar an employee from making further claims. In this regard, each case must be considered in light of its circumstances.

51. Turning to the instant case, my construction of the Discharge ostensibly executed by the Claimant is that the same was only limited to a claim of terminal dues and did not extend to any other claim touching on the Claimant’s termination from employment.

52. Differently expressed, the Claimant did not absolve the 1st Respondent from bringing a further claim for unfair termination and making further claims relating to termination of his employment. As such, he did not abandon all his rights to lay a claim for unfair termination in exchange for the payments received.

53. In this regard, I am of the view, that the Discharge was only limited to “dues” which are ordinarily paid upon termination of an employment contract.

54. The bottom line is that the Claimant did not waive his right to institute proceedings relating to his termination from employment.

55. That said I now turn to consider whether the termination of the Claimant’s employment was fair and lawful.

Whether the Claimant’s termination from employment was unfair and unlawful

56. Under Section 45(2) of the *Employment Act* (Act), termination of an employee’s contract of service is unfair where the employer fails to prove that it was based on a valid reason related to the employee’s conduct, capacity or compatibility. Further, the employer is duty-bound to prove that the termination from employment was in accordance with fair procedure. Put another way, an employer is enjoined to prove that termination of employment was both fair in substance and procedurally.



57. I will start by considering whether the Respondent has proved that it had a fair and valid reason to terminate the Claimant's employment.
58. The record bears that the Claimant's termination from employment was effected through a letter dated 4th August 2015, couched as follows:

“Dear Mr. Marango,

Re: Termination of Service

I regret to inform you that the school management and the parents are not satisfied with your performance as a teacher. Refer to our numerous letters to you in this connection.

Therefore, in accordance with your terms of service and letter of appointment your services are hereby terminated with immediate effect i.e from 5th August 2015.

Please hand over all your class records and school books etc in your possession to the Principal by 5th August 2015.

After you have duly cleared with the Principal, you will be paid all your dues up to and including 5th August 2015 together with one month's salary in lieu of notice”.

59. As can be discerned from the above letter of termination, the reason leading to the termination of the Claimant from employment, was that the school management and the parents were not satisfied with his performance as a teacher.
60. Evidently, the said reason is quite general and lacking in particulars. I say so because the aspect of the Claimant's non-performance was not elaborated. Given the generality of the accusation against the Claimant, I cannot help but question in what way was the Claimant's performance unsatisfactory to the School management and the parents.
61. Granted, the Respondents exhibited a number of letters issued to the Claimant during the course of his employment. They range from failure to hand in exams within the stipulated time, negligence of duty, setting of examination from parts of the syllabus not covered, administering corporal punishment and failure to submit his lesson plan book.
62. No doubt all the foregoing issues are performance-related and as such, it is not clear which one led to the Claimant's termination from employment. What was the last straw?
63. In any event, it is notable that the letters were issued on different occasions raising different issues. In most if not all, the Claimant was asked to give an undertaking that in future, he will not repeat the action complained of. Therefore, it would be wrong to presume that all the issues raised led to the Claimant's termination from employment.
64. In this regard, failure by the 1st Respondent to provide better particulars of the reasons leading to the Claimant's termination makes it impractical to evaluate and analyse the said reasons and determine whether the same were valid and fair within the meaning of Section 45(2) (a) and (b) of the Act.
65. In light of the foregoing, it is this Court's finding that the 1st Respondent has failed to satiate its evidential burden under Section 43(1) read together with Section 45(2) (a) (b) of the Act and as such, it has not proved that the reason for termination of the Claimant's employment was fair and valid.
66. With respect to procedural fairness, Section 45 (2) (c) of the Act places the burden on the employer to prove that termination of employment was in line with a process that is fair. Further to this, Section 41 (1) of the Act makes specific requirements regarding the process to be complied with by an employer.



This process entails notifying the employee of the allegations levelled against him or her and granting him or her the opportunity to make representations in response to the said allegations in the presence of a fellow employee or a shop floor union representative of own choice.

67. In this case, the Respondent has submitted that the Claimant was taken through a disciplinary hearing through written correspondence but he failed to give his response.
68. Reviewing the letters exhibited by the 1st Respondent in this regard, it is evident that there is none putting the Claimant on notice that the 1st Respondent was contemplating terminating his employment. Indeed, the last letter dated 29th June 2015 issued prior to the Claimant's termination from employment, merely asked him to give his explanation in writing and an undertaking that he would not repeat the alleged conduct in future.
69. As a matter of fact, the record reveals that there is no evidence that the Claimant was subjected to the process contemplated under Section 41. As stated herein, there is no evidence putting the Claimant on notice that his termination from employment was being contemplated for whatever reason, let alone those laid out in the numerous letters issued to him.
70. In addition, there is no evidence that the Claimant was invited to defend himself in any forum, against whatever allegations the 1st Respondent may have had against him.
71. I find it imperative to underscore that the provisions of Section 41 of the Act are mandatory hence it follows that anything short of that process, is unprocedural unfair. See the case of *Postal Corporation of Kenya v Andrew K. Tanui* [2019] eKLR in which the learned Judges of the Court of Appeal expressed themselves as follows:

“It is our further view that Section 41 provides the minimum standards of a fair procedure that an employer ought to comply with.....Four elements must thus be discernible for the procedure to pass muster:-

- (i) an explanation of the grounds of termination in a language understood by the employee;
- (ii) the reason for which the employer is considering termination;
- (iii) entitlement of an employee to the presence of another employee of his choice when the explanation of grounds of termination is made;
- (iv) hearing and considering any representations made by the employee and the person chosen by the employee.”

72. In this case, it is unequivocal that the Claimant's employment was terminated without him being accorded an opportunity to defend himself in an oral hearing. On this issue, the Respondents have argued that the disciplinary hearing was conducted through an exchange of letters.
73. My reading and interpretation of Section 41 of the Act reveals that during the hearing contemplated thereunder, an employee is entitled to have another employee or a shop floor union representative of his choice present. It thus follows that this can only be achieved through an oral hearing.
74. In addition, the Claimant was being faced with the imminent loss of his career and source of livelihood. Therefore, it was only fair that he be allowed to defend himself as envisaged under Section 41 of the Act.



75. The Court of Appeal in the case of Postal Corporation of Kenya v Andrew K. Tanui [supra] revisited the dicta in Kenya Revenue Authority v Menginya Salim Murgani [2010] eKLR and reckoned thus:

“Admittedly, there has been considerable debate as to what amounts to a fair hearing or procedure in disciplinary proceedings. Indeed the appellant has cited the Kenya Revenue Authority case where this Court held that the fairness of a hearing is not determined solely by its oral nature, and that a hearing may be conducted through an exchange of letters as happened in that case. It also held that whether an oral hearing is necessary will depend on the subject matter and circumstances of the particular case and upon the nature of the decision to be made. We believe that is still good law, but not in respect of a hearing before termination as envisaged under Section 41 of the Act. It is our further view that Section 41 provides the minimum standards of a fair procedure that an employer ought to comply with... The respondent faced serious indictments which could torpedo his entire career and destroy his future. In our view, this was a matter in which oral hearing was necessary, but none was held.” Underlined for emphasis

76. I wholly subscribe to the position taken by the Court of Appeal in the Postal Corporation of Kenya v Andrew K. Tanui [supra] and applying the determination to the case herein, it is my finding that this was a matter where an oral hearing was necessary.

77. All in all, in my view, the Claimant was not accorded a fair hearing in the circumstances as the 1st Respondent did not fulfill the spirit of Section 41 of the Act in terminating his employment. Ultimately, the Claimant’s termination from employment was not procedurally fair hence was unlawful within the meaning of Section 45 (2) (c) as read together with Section 41 of the Act.

78. The total sum of my consideration is that the Claimant’s termination was neither fair nor lawful hence was unjustified in all respects.

Reliefs?

79. As the Court has found that the 1st Respondent has failed to prove that it had a valid and fair reason to terminate the Claimant’s employment and that it subjected him to a fair process prior to termination, the Court awards him compensatory damages equivalent to four (4) months of his gross salary. This award takes into consideration the length of the employment relationship which was relatively short.

80. The Claim for unpaid leave is denied as the Claimant’s contract of employment provided that he was to take his annual leave during the school holidays. Notably, there were several school holidays over the course of the employment relationship and there is no evidence that the Claimant applied to take his annual leave and that the same was declined by the 1st Respondent.

81. The claim for salary for August 2015 is similarly declined as the Claimant’s termination from employment was effected on 4th August 2015. Therefore, the employment relationship ended on 4th August 2015. It is also notable that the letter of termination was posted to the Claimant’s postal address on 5th August 2015 and during cross-examination, he admitted that that was his correct address.

82. The claim for overtime pay is declined as the Claimant did not particularize his claim and prove to the requisite standard that he worked on Saturdays as alleged but was not compensated accordingly.



83. On this score, I will follow the determination of the Court of Appeal in the case of Patrick Lumumba Kimuyu v Prime Fuels (K) Limited [2018] eKLR, where the Learned Judges cited with approval the case of Rogoli Ole Manadiegi v General Cargo Services Limited [2016] eKLR, thus: -

“Addressing a similar issue this Court in its decision in Rogoli Ole Manadiegi vs. General Cargo Services Limited [2016] eKLR expressed as follows;

“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... he did not justify the global figure claimed in overtime, showing specifically how it was arrived at...”

The Court disallowed that claim. This case is on all fours with the above case and we reiterate the above finding. The finding by the trial court that the appellant had failed to prove his claim with regard to compensation for public holidays and Sundays worked is without fault. That ground of appeal must therefore fail.”

Orders

84. In the final analysis, I enter Judgment in favour of the Claimant against the 1st Respondent in the following manner:

- a. The Claimant is awarded compensatory damages in the sum of Kshs 288,000.00 being equivalent to four (4) months of his gross salary.
- b. Interest shall apply on the award above at court rates from the date of Judgment until payment in full.
- c. The Claimant shall also have the costs of the suit.

85. The 1st Respondent shall issue the Claimant with a Certificate of Service within 30 days from the date of this Judgment.

DATED, SIGNED AND DELIVERED AT NAIROBI THIS 21ST DAY OF JUNE, 2024.

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STELLA RUTTO

JUDGE

In the presence of:

For the Claimant No appearance

For the Respondent Mr. Wanjohi

Court Assistant Millicent Kibet

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

