



**Odhiambo v Beta Healthcare International Limited (Cause
1667 of 2016) [2023] KEELRC 1586 (KLR) (30 June 2023) (Judgment)**

Neutral citation: [2023] KEELRC 1586 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE 1667 OF 2016**

**J RIKA, J
JUNE 30, 2023**

BETWEEN

NELSON ODHIAMBO CLAIMANT

AND

BETA HEALTHCARE INTERNATIONAL LIMITED RESPONDENT

JUDGMENT

*****ARGUMENTS**

1. The Claimant filed his Statement of Claim, on 22nd August 2016.
2. He states that he was employed by the Respondent in June 2010, as a Production Manager. He was promoted to Head - Scientific Affairs, on 1st April 2012. The job title was changed to Regional Head-Safety, Health and Environment, effective 1st November 2013.
3. On 13th May 2016, his contract was terminated by the Respondent with immediate effect, for insubordination, lack of team work, flouting of company policies and procedures, and lack of integrity. His last gross monthly salary was Kshs. 362,135.
4. The Respondent caused to be published on its website, and e-mail dated 21st May 2012, from its Head Human Resource Manager, addressed to all Employees of the Respondent, containing statements which were defamatory to the Claimant.
5. He was diligent throughout his employment, and was rewarded through various promotions, salary increments and bonuses.
6. He did not engage in insubordination. There was no warning on any act of insubordination. On few occasions he was late for work, he explained the circumstances to his superiors and the human resource department. He made up for the lost hours by working late over various weekends.



7. The allegation that the Claimant was not a team player, was without foundation.
8. He did not flout policies and procedures, by his use of the company vehicle. He was not cautioned not to use the vehicle to his home in Machakos County. The Respondent was aware that the Claimant used his vehicle to his home daily. There was only one incident of use outside Nairobi Metropolitan area, in Nakuru, which was discussed and resolved between the Parties.
9. Travel advances were approved. While the Claimant lost some receipts after travel, there was an explanation given by him to the Managing Directors and the issue was resolved.
10. He did not fail to provide the Respondent with a valid police clearance certificate. He had duly applied for one, and was issued a receipt by the police on application. The process had a waiting period of 3 weeks. He presented the receipt to the human resource department. He was working outside Nairobi, and delay in obtaining police clearance certificate, did not constitute breach of company policies and procedures.
11. He was not given details of lack of integrity. He was not presented charges on lack of integrity, and given an opportunity to respond.
12. He was never heard contrary to the *Employment Act*, rules of natural justice and the company policies and procedures. He was issued termination letter and immediately asked to surrender all company property, an indication that the Respondent did not intend to hear him out.
13. The Respondent, through its Head Human Resource Manager, wrote a defamatory e-mail on 21st May 2016, to all Employees, to the effect that the Claimant was no longer an Employee of the Respondent. It was communicated that all Employees should carry out their roles with high level of integrity, and that the Respondent had zero tolerance on fraudulent activities. The Claimant stated that the contents of the e-mail were malicious, defamatory and aimed at injuring his reputation. The website was open to all Employees and the Public. The Respondent declined to offer an apology, upon demand from the Claimant.
14. The Respondent offered a cheque of Kshs. 96,541 to the Claimant on 29th June 2016. He was required to execute a final and irrevocable discharge. The Claimant declined the cheque and the instructions to sign final and irrevocable discharge.
15. The Claimant prays for Judgment against the Respondent for: -
 - a. Declaration that termination was unlawful and unfair.
 - b. Salary for 13 days worked in May 2016 at Kshs. 156,925.
 - c. 1-month salary in lieu of notice at Kshs. 362,135.
 - d. Equivalent of 12 months' salary in compensation for unfair termination [Kshs. 4,345,620].
 - e. Certificate of Service.
 - f. General damages for defamation, and aggravated damages.
 - g. Interest on [b] and [c] from the date of termination till payment in full.
 - h. Costs of the Claim.
16. He filed a Reply to the Respondent's Statement of Response, on 19th October 2016. He reiterates the averments in his Statement of Claim.



17. He adopted his Pleadings as summarized above, his Witness Statement and Documents on record, as his evidence.
18. On cross-examination, he told the Court that his letter of termination was referenced 'summary dismissal.' He was not familiar with Section 44 of the *Employment Act*.
19. He has never committed acts of insubordination. The document at page 1 of the Respondent's bundle alleges that the Claimant was late for work. He did not dispute lateness. He undertook to compensate the Respondent for the lost hours of work. He compensated the Respondent. He replied to the e-mail from Margaret Mathenge on reporting time.
20. He was a hardworking and dedicated Employee. He received e-mail communication from the Respondent underscoring that departure time was 5.00 p.m. He had been late before the e-mail issued. He was advised that improvement was needed, failing which he would be disciplined. He objected to this warning. He did not exhibit his objection before the Court.
21. He received e-mail from the Respondent, alleging that he had altered his travel dates. He did not object to the contents of the e-mail. He did not receive the Standard Operation Procedure [SOP], on use of company vehicle, by was attachment to the e-mail.
22. He received e-mail from the Respondent alleging that he did not follow company regulations on outstanding safari allowance. He replied to the allegation that he did not have a valid police clearance certificate. He did not exhibit a receipt before the Court, showing that he had applied for police clearance certificate. This information was stored in his office computer, which was confiscated by the Respondent. He had travelled outside Nairobi, and would make follow-up on the certificate, upon his return to Nairobi.
23. It was not true that he lacked teamwork. He received e-mail from the Respondent making the allegation. He did not exhibit any objection made, to the allegation.
24. The letter of promotion from Margaret Mathenge is referenced 'role change.' It was a promotion. Others state the Claimant's job was re-aligned, while other letters expressly contained the word 'promotion.'
25. The promotion letters came before the complaints were made against the Claimant. There was no promotion after the complaints. He was issued warnings, stating disciplinary action would be taken, if he did not reform.
26. The letter of summary dismissal stated the reasons for dismissal. Negligence and carelessness are acts of gross misconduct, under Section 44 of the *Employment Act*. He seeks damages for defamation. He was aware of Section 12 of the *Employment and Labour Relations Court Act*.
27. His terminal dues were computed and a cheque drawn in his favour by the Respondent. The amount was incorrect. His Advocates proposed to collect the cheque, on without-prejudice basis. If he was not required to give final and irrevocable discharge to the Respondent, he would have collected the cheque.
28. Redirected, the Claimant told the Court that he made up for lost hours of work, by working on Saturdays and nightshifts. There was no action taken against him after the warnings on lateness. He explained lateness to the CEO. His computer was confiscated by the Respondent, and he did not have a chance to retrieve relevant documents. He was not heard. He held a police clearance certificate for the past 2 years. He had applied for the current one, and supplied the Respondent with a copy of the receipt issued by the police, on application. He was involved in overseas travel and would pursue the certificate once he was back in the Country. The company vehicle was a benefit conferred on him by



- the Respondent. He was deducted Kshs. 12,000 every month by the Respondent, on account of its use. He travelled daily to his home in Syokimau, Machakos County. Approval on daily basis was not a requirement.
29. The Respondent's Statement of Response was filed on 21st September 2018. The Respondent's position, is that the Claimant was an Employee of the Respondent. Termination of his contract was inevitable and justifiable. He was not diligent. Salary increments and bonuses were not on account of his good performance; they were paid on account of his years of service. Allegations of defamation are not within the jurisdiction of this Court. The e-mail of 21st May 2016 was in any event, internal communication to Employees, informing them that the Claimant was no longer one of them. It was a general statement, directed at the Employees, rather than the Claimant. The decision to summarily dismiss the Claimant was based on reasons stated in the letter of summary dismissal. It was preceded by numerous verbal and written warnings.
 30. He used to report to work late, and leave early. He committed himself to improve after he was issued a warning on 17th November 2015. He even volunteered to report on Saturdays to make up for lost time.
 31. He did not change. He reported to work at 9.30 a.m. on 29th January 2016 and 10.06 a.m. on the previous day. On 7th March 2016, he failed to report to work. He had requisitioned to travel to Dar-es-Salaam on the date. He changed the travel date to 7th March 2016. He did not inform the Respondent on change of the travel dates. He stated that he was not expected to report to office, because he was travelling late.
 32. He flouted Standard Operations Procedures [SOP] on use of company vehicle. He was availed SOP, via e-mail on 14th March 2016. Employees were required to have authorization from Head of Finance and Administration or Manager Human Resources, before using a company vehicle, outside Nairobi. His car broke down upcountry, occasioning an investigation. When told about SOP, he stated that he was not aware of SOP. He was advised that his behaviour was not acceptable.
 33. He lacked financial integrity. Employees on travel were required to submit expense statements at the end of their travels, within 48 hours. The Claimant failed to submit such statements. He in the end submitted some receipts which were faded and others which showed he was on his own private travel, on 21st May 2014. He filed a receipt showing he was driven in a taxi on 20th May 2016, yet his last day at work was 13th May 2016.
 34. His police clearance certificate expired on 6th November 2015. The Respondent reminded the Claimant to renew. He alleged he had too much work and would avail it when ready. A second reminder issued on 8th February 2016. The Claimant forwarded a receipt from the police after this, indicating he had applied for the certificate.
 35. At paragraph 16 of the Statement of Response, the Respondents states that, "...the Claimant was not entitled to any hearing and the action taken by the Respondent is justifiable and lawful,"
 36. The Claimant was offered terminal dues at Kshs. 96,54, 1 which could not be released to him, because he declined to execute discharge. The Respondent prays for dismissal of the Claim with costs.
 37. Margaret Mathenge adopted the contents of the Statement of Response as summarized above, her Witness Statement, and Documents filed by the Respondent, in her evidence on 31st January 2023.
 38. Cross-examined, she stated that the Claimant was not diligent. The Respondent congratulated and promoted him in the course of his service. He was hardworking, and was promoted at certain points. His gross monthly salary was raised. Annual salary increment was made to all Employee to motivate



them. The letter on salary increment referred to personal effort made by the Claimant. It was a standard letter, applicable to all Employees.

39. The e-mail by Margaret to all Employees, dated 21st May 2016, was not defamatory to the Claimant. It was directed to all staff. It was meant for staff in Kenya, not globally. It informed them that the Claimant had ceased to be an Employee of the Respondent. Margaret asked the Employees to embrace integrity.
40. The Claimant supplied a travel ticket which was predated. It was fraudulent. The Respondent did not contact the issuer. Termination letter states termination was effective immediately. There was no hearing, because the Claimant did not turn up. Margaret talked to him on the date of termination. He was a Senior Employee. He used to train other Officers. He came for work late, and did not make up for lost time. The laptop was company asset. He did not ask for time to print out any document.
41. He used company vehicle against the transport policy. He lived in Syokimau, within the Nairobi Metropolis. Approval was needed for non-official use. Kshs, 12,000 was being deducted from the Claimant's monthly salary as car benefit. It is not true that vehicle use was unrestricted. He spoke to the CEO before submitting receipts late. This did not condone submission of fraudulent receipts. He availed receipt showing he had applied for police clearance certificate. He lacked teamwork. As a Senior Manager, he should have set the pace. He would stay at home during the day, even when scheduled to travel in the evening of a particular day. The cheque for terminal dues was not offered in reaction to his demand letter. He was offered salary for 13 days worked in the month of May 2016.
42. Redirected, Margaret told the Court that the Claimant was warned disciplinary action would be taken against him, for reporting to work late. There were several warnings leading to dismissal. There were many complaints against the Claimant. The complains came after the congratulations and promotions. He was advised that he needed approval for non-official use of the car.
43. An Employer is entitled to dismiss an Employee summarily. There is no obligation under Section 44 of the *Employment Act*, to hear an Employee before summary dismissal.
44. The e-mail of 21st May 2016 to all staff, did not state that the Claimant was a fraudster, or lacking integrity. It was to inform staff that the Claimant was no longer one of them. He was not allowed to produce post-dated receipts. He never sought the approval of the Respondent on car use. The offer for terminal dues comprised his entire terminal dues.
45. The issues as identified by the Parties are: whether termination of the Claimant's contract was procedurally fair, under Sections 41 and 45 of the *Employment Act*; whether it was substantively fair under Sections 43 and 45 of this Act; whether the letter of 21st May 2016 issued to staff reporting the Claimant's departure from employment was defamatory; whether this Court has jurisdiction on defamation; and whether the Claimant merits the remedies sought.

The Court Finds:

46. The Claimant was employed by the Respondent in June, 2010 as a Production Manager. He was promoted to the position of Head, Scientific Affairs Manager on 1st April 2012. The job title was changed to Regional Head, Safety, Health and Environment, effective 1st November 2013.
47. His contract was brought to abrupt halt by the Respondent, on 13th May 2016. Multiple reasons were given by the Respondent, in justifying its decision, including: insubordination; lack of team work; flouting company policies and procedures; and lack of integrity.



48. On 21st May 2016, the Respondent's Head Human Resource Manager, Margaret Mathenge, issued an e-mail through the Respondent's website to all staff, informing them the Claimant was no longer one of them. He pleads that the e-mail was defamatory to him.
49. Procedure. Some very unsettling evidence and statements were made by the Respondent, concerning the right to hear an Employee before dismissal, as guaranteed under Section 41 of the [Employment Act](#).
50. At paragraph 16 of the Statement of Response, the Respondent states that the Claimant was not entitled to any hearing, and that action taken by the Respondent, is justifiable and lawful.
51. On redirection, the Head Human Resource Manager, Margaret Mathenge restated that the Respondent did not have an obligation to hear the Claimant, under Section 44 of the [Employment Act](#).
52. The position taken by the Respondent on the right of hearing, is a misapprehension of Sections 41 and 44 of the [Employment Act](#). Section 44 does not mean that where an Employee is guilty of gross misconduct, he is deprived of procedural rights and guarantees under Section 41. The [Employment Act](#) 2007, phased out the concept of termination- at -will, where an Employer was allowed to terminate the Employee's contract for just cause or no cause.
53. Section 41 is a mandatory procedural law, on termination of contracts of employment, on the grounds of misconduct, poor performance, or physical incapacity. The Employer must explain to the Employee, in a language understood by the Employee, the reason for which the Employer is considering termination. The Employee shall be entitled to have another Employee or a shop floor union representative of his choice, present during the explanation.
54. The Employer shall, before terminating the employment of an Employee, or summarily dismissing an Employee under Section 44 [3] or [4], hear and consider any representations which the Employee may [have] on the grounds of misconduct or poor performance, and the person, if any, chosen by the Employee within subsection [1], make.
55. Summary dismissal under Section 44 of the Act, does not therefore abrogate the right of the Employee to be heard, under Section 41 of the [Employment Act](#).
56. Section 44 [3] allows the Employer to dismiss an Employee summarily, where an Employee has by his conduct, indicated that he has fundamentally breached his obligations arising under the contract of service. Section 44 [4] allows the Employer to summarily dismiss an Employee on matters mentioned from paragraph [a] to [g], which include most of the allegations the Respondent made against the Claimant, in justifying termination. In both Section 44[3] and 44[4] of the Act, there is an obligation to hear the Employee. Summary dismissal is not dismissal without a hearing, as the Respondent appears to think.
57. Section 45 [4] [b] of the Act requires an Employer in all circumstances of the case, to act in accordance with justice and equity. An Employer cannot dismiss an Employee without a hearing, and claim to have acted in accordance with justice and equity.
58. Summary dismissal is defined under Section 44[1] as termination of employment without notice, or with less notice than that to which the Employee is entitled, by any statutory or contractual provision. It is not termination without the benefit of a hearing.
59. The Respondent did not hear the Claimant, believing that it had no legal obligation to do so, and therefore termination was unfair, under Sections 41 and 45 of the Act.
60. Termination was procedurally unfair.



61. Reasons. There were multiple reasons given by the Respondent, in justifying dismissal. They include the following: -
- a. The Claimant reported to work late.
 - b. He left work early.
 - c. He absented himself from work.
 - d. He used company car to travel upcountry without the Respondent's approval.
 - e. He did not supply travel expense statements within the stipulated 48 hours.
 - f. He failed to account for safari advance of Kshs. 96,517.
 - g. He supplied travel receipts which were faded.
 - h. He supplied receipts showing he made private visits.
 - i. He failed to secure police clearance certificate.
 - j. He supplied a receipt dated 20th May 2016, while his last working day was 13th May 2016.
 - k. He lacked team spirit.
62. The problem with these accusations is that the Respondent does not appear to have reduced them, into specific employment offences, and required the Claimant to explain or defend each allegation, by way of a letter to show cause, or a disciplinary hearing.
63. Besides, the Respondent issued warnings to the Claimant on most of the accusations. The accusations were not escalated to a disciplinary forum.
64. If the Claimant came to work late and left early, he was warned; he was allowed to go on working; and he states, he compensated the Respondent for lost hours of work by working on weekends and nightshift. If he was traveling in the evening, he opted not to report to work during the day. The Court does not think that such absence would be deemed to have been without leave, or other lawful cause, under Section 44[4] [a] of the *Employment Act*. It is not unreasonable to expect that the Claimant would be preparing for his travel during the day. The company car was a benefit conferred to the Claimant, over which he was being deducted Kshs. 12,000 from his monthly salary by the Respondent. He lived in Syokimau, Machakos County, but within the Nairobi Metropolis. He used the car for his daily drive to and from the workplace. It was official use, driving between his office and his home. The Court is not persuaded that the Claimant breached transport policy. The car was placed in his hands by the Respondent, and the Respondent was aware of its daily use by the Claimant, to and from Syokimau. No daily approval would be necessary.
65. On travel receipts and expense statements, the accusations were generalized. The Claimant told the Court that he explained delay in submission of receipts to the CEO. The Respondent had the option of deducting unaccounted for travel amounts from the Claimant's monthly salary, as communicated in one of the e-mails over the subject, addressed to the Claimant by the Respondent. Why would supplying of faded receipt, amount to an employment offence? Are not receipts capable of fading through normal tear and wear?
66. The failure to supply police clearance certificate does not appear to the Court, as a valid reason in justifying termination. The Claimant held police clearance certificates over the past years. He was not a new Employee to the Respondent. He was given to frequent official travel outside Kenya. He availed



- a receipt from the police showing he had made his application and was on the waiting list. He would pursue the certificate with the police, once he was back in the Country. He did not have control over the time taken by the police in supplying him with the clearance certificate. This was not a reasonable or valid ground to justify termination.
67. It was not explained during which instance or period, the Claimant lacked team spirit. The Respondent did not establish when, or how, the Claimant lacked team spirit. There was no colleague of the Claimant brought before the Court, to show any work activity where teamwork was required, and show specifically what the Claimant's role in such activity was, and how he fell short of expectations. Lack of team spirit would suggest that in the eyes of the Respondent, the Claimant was not compatible and failed to fit in the corporate culture of the Respondent. Incompatibility is a fair termination reason, under Section 45[2] [b] [i] of the *Employment Act*. Evidence must be led, to show that an Employee is incompatible; that he does not work well with colleagues; evidence which the Respondent failed to lead, in the Claim before the Court.
 68. The Respondent lost the opportunity to substantiate these reasons, by not granting the Claimant a disciplinary hearing. In the end, the reasons remained generalized accusations, over which the Respondent had engaged the Claimant through warnings, without escalation to a disciplinary hearing.
 69. Termination was substantively unfair.
 70. Defamation. The e-mail of 21st May 2016 was placed on the Respondent's worldwide website. It was addressed to Dear All. It was accessible to any person with access to the Respondent's website, which is pretty any person globally, connected to internet. It was open to all staff of the Respondent. It went beyond informing all, that the Claimant was no longer an Employee of the Respondent. It urged staff to carry out their duties " with high levels of integrity which is the first on Aspen Values, as communicated to you all several times, and the same is available on notice boards. Further, availing wrong or fraudulent information to the Organization is a big 'NO,' at Beta. Beta as a company has zero tolerance on fraudulent matters/ activities."
 71. Any reasonable person reading the e-mail, and taking into consideration the accusations over which the Respondent summarily dismissed the Claimant, would clearly conclude that the Claimant was dismissed for lack of integrity and fraudulent activities. The e-mail would be interpreted to mean that the Claimant was dismissed because he was guilty of the vices against which Margaret was warning all staff. Employees were being advised not to behave like the Claimant, lest they are dismissed, like the Claimant had just been dismissed. The Respondent cast the Claimant as the poster boy for corruption and other vices, Margaret warned against, in her e-mail. The e-mail was circulated regionally. It had a global reach. The Claimant received a copy of the e-mail from his colleagues in Tanzania. The other Employees were being warned not to be like the Claimant- a fraudulent person.
 72. The effect was that 5 years on, the Claimant was not able to get another job. His employability and stock in the labour market was affected by the widely circulated e-mail authored by Margaret Mathenge, characterizing the Claimant as a person who lacked integrity, and who had embraced fraudulent activities. The e-mail did not contain a truthful statement. The Claimant was never heard on any of the bare accusations, at a disciplinary platform, and proved to have engaged in fraudulent activities or lacking in integrity.
 73. The Claimant has shown on the balance of probability that the Respondent made a false statement against him; the statement was widely publicized to 3rd parties; the Respondent was at fault in publication of the statement; and the Claimant suffered substantial harm, his employability and stock in the labour market having nosedived, preventing him from securing an alternative job, 5 years down the road. The Court has an obligation to redress the harm inflicted upon the Claimant.



74. The jurisdiction of this Court to hear and determine claims of defamation relating to employer-employee relationships was affirmed, in Court of Appeal decision, *Paramount Bank Limited v. Vaqvi Syed Qamara & Another* [2017] e-KLR, [the undersigned Judge dealt with the original Claim at the E&LRC Mombasa, where the Claimant's name was Naqvi Syed Qamar]. The Court of Appeal decision was cited with approval in *Barclays Bank of Kenya Limited v. Julius Kiema Kenga & Another* [2019] e-KLR. The Court of Appeal held that this Court, has jurisdiction in claims for defamation [and malicious prosecution], which flow directly from termination decisions.
75. Remedies. It is declared that termination was unlawful and unfair.
76. It is not contested that the Claimant worked for 13 days in May 2016, and was not paid his salary for days worked. Computation of the amount has not been challenged. He prays for Kshs. 156,925 for 13 days worked, which is granted.
77. He is allowed the prayer for notice at Kshs. 362,135.
78. He was employed in June 2010, and dismissed on 13th May 2016, after approximately 6 years. He was on an open-ended contract, and expected to continue working until retired. There were various complaints made against him in the course of his service, but as stated elsewhere, the complaints were not established. Others had been dealt with through warnings. He had been congratulated and severally promoted, with annual salary increments and bonuses paid. He was advised that this was based on his personal efforts. He was not shown to have contributed to the circumstances leading to termination. He had not secured alternative work, at the time of giving evidence, over 5 years since he lost his employment. He is granted 8 ½ months' gross salary in compensation for unfair termination, at Kshs. 3,078,147.
79. He has established that the Respondent defamed him. His employability, and stock in the labour market were harmed. The defamatory material was widely circulated, as shown in his evidence, that a copy of the e-mail was sent to him by his colleagues, all the way from Tanzania. Defamatory material against the Claimant, was dispersed by the Respondent, across international borders. He is granted general damages for defamation, at Kshs. 362,135.
80. The prayer for aggravated damages is declined.
81. Costs to the Claimant.
82. The Claimant left employment on 13th May 2016. His contract was terminated instantly, without any form of notice. He worked for 13 days. His salary was not paid. The Respondent unreasonably demanded that the Claimant executes final and irrevocable discharge, to be paid salary for days worked. Even after the Claimant's Advocates expressed the Claimant's willingness to accept payment of salary for days worked, the Respondent did not release the Claimant's salary, which is a protected benefit, under Section 17 of the *Employment Act*, payable as, and when it falls due. Interest is granted on the award for 13 days' salary and notice pay, from the date of termination till payment is made in full, as prayed at paragraph 7 of the prayers.
83. No interest on the other items.
84. Certificate of Service to issue, in accordance with Section 51 of the *Employment Act*.

In Sum, It Is Ordered:

- a. It is declared that termination was unfair and unlawful.



- b. The Respondent shall pay to the Claimant: 13 days' salary at Kshs. 156,925; notice at Kshs. 362,135; equivalent of 8 ½ months' salary in compensation for unfair termination at Kshs. 3,078, 147; and general damages for defamation at Kshs. 362, 135 – total Kshs. 3,959,342.
- c. Costs to the Claimant.
- d. Interest granted at court rate, on award of 13 days' salary and notice pay, from the date of termination, till payment is made in full.
- e. Certificate of Service to issue.

DATED, SIGNED AND RELEASED TO THE PARTIES ELECTRONICALLY VIA E-MAIL, AT NAIROBI, UNDER PRACTICE DIRECTIONS NO. 6[2] OF THE ELECTRONIC CASE MANAGEMENT PRACTICE DIRECTIONS, 2020, THIS 30TH DAY OF JUNE, 2023.

JAMES RIKA

JUDGE

