

INDUSTRIAL DISPUTES TRIBUNAL

Dispute No.: IDT 19/2022

SETTLEMENT OF DISPUTE

BETWEEN

SACRED HEART ACADEMY

AND

SHARIFA BROCK-LEWIN

AWARD

I.D.T. DIVISION

MR. DONALD ROBERTS, CD., JP.	-	CHAIRMAN
MRS. JACQUELINE IRONS, JP.	-	MEMBER
DR. DENESE MORRISON, JP	-	MEMBER

APRIL 12, 2023

INDUSTRIAL DISPUTES TRIBUNAL

AWARD

IN RESPECT OF

AN INDUSTRIAL DISPUTE

BETWEEN

**SACRED HEART ACADEMY
(THE COMPANY)**

AND

**SHARIFA BROCK-LEWIN
(THE AGGRIEVED WORKER)**

REFERENCE

By letter dated April 20, 2022, the Hon. Minister of Labour and Social Security, pursuant to Section 11A (1)(a)(i) of the Labour Relations and Industrial Disputes Act, 1975 ("the Act") referred to the Industrial Disputes Tribunal ("Tribunal") for settlement, the dispute between **Sacred Heart Academy and Sharifa Lewin** with the following Terms of Reference: -

"To determine and settle the dispute between Sacred Heart Academy on the one hand and Sharifa Brock-Lewin on the other hand over the termination of her employment".



DIVISION

The division of the Tribunal selected in accordance with Section 8(2)(c) of the Act to deal with the matter comprised:

Mr. Donald Roberts, CD, JP	-	Chairman
Mrs. Jacqueline Irons, JP	-	Member, Section 8(2)(c)(ii)
Dr. Denese Morrison, JP	-	Member, Section 8(2)(c)(iii)

REPRESENTATIVES OF THE PARTIES

The **Company** was represented by:

Mr. Andre Anderson	-	Industrial Relations Practitioner
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The **Aggrieved** was represented by:

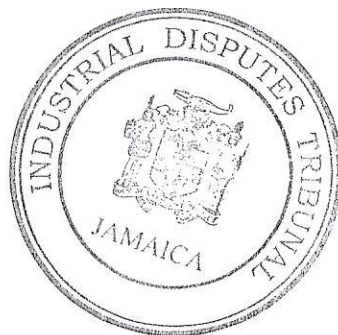
Mr. Charles Benbow	-	Attorney-at-Law
Miss Kimberlee Edwards	-	Attorney-at-Law

In attendance:

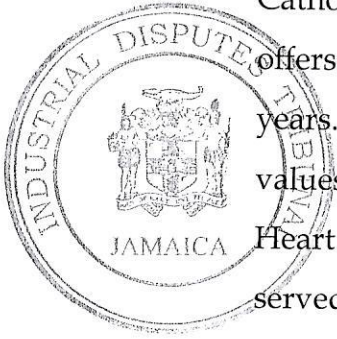
Dr. Diana Davis-Smith	-	Board member
Mrs. Sharifa Brock-Lewin	-	Aggrieved worker

SUBMISSIONS AND SITTINGS

A brief was submitted on behalf of the aggrieved worker; however, Sacred Heart Academy failed to submit its brief, and therefore the Tribunal was unable to make an exchange. There were seven (7) sittings of the Tribunal covering the period July 29, 2022 to February 23, 2023 at which oral submissions along with written documents were tendered into evidence.



BACKGROUND TO THE DISPUTE

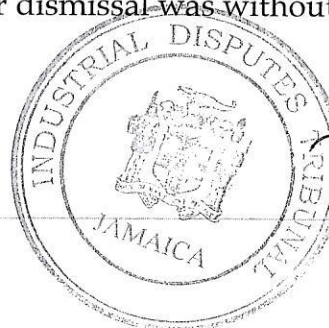


1. The employer, Sacred Heart Academy, is owned and operated by the Roman Catholic Church community. The school is located in the Diocese of Mandeville and offers primary education to students between the ages of three years and twelve years. The curriculum is said to be built upon the principles of strong Christian values. The Aggrieved Worker, Mrs. Sharifa Brock-Lewin, was employed to Sacred Heart Academy in October/November 2009 as Principal of the institution and served in that capacity up to the time of her termination on May 7, 2018.
2. Mrs. Brock-Lewin services at Sacred Heart were terminated on May 7, 2018 vide a letter from the then Board Chairman, Dr. Diana Davis-Smith of the same date, although the actual letter was delivered weeks after. The reason advanced for her dismissal was a lack of trust in her stewardship.
3. Mrs. Brock-Lewin, through her Attorney, Charles A, Benbow & Associates, wrote to the Chairman, Dr. Davis-Smith on May 15, 2018 alleging that the dismissal of Mrs. Brock-Lewin amounted to a breach of her employment contract and demanded that she be reinstated immediately to her position as Principal.
4. The matter was subsequently referred to the Ministry of Labour & Social Security and remained unresolved after several efforts at conciliation. By way of a letter dated April 20, 2011, the Minister of Labour and Social Security, pursuant to his powers under section 11 of the Labour Relations & Industrial Disputes Act (LRIDA), referred the matter to the IDT for determination and settlement.

SACRED HEART ACADEMY'S CASE

5. Mr. Anderson in his opening submission said that the Institute was forced *"to take the unfortunate decision to terminate the services of Mrs. Lewin as a result of numerous infractions that leaves question behind [the claimant's] her honesty and forthrightness in the execution of her duty as Principal."*

6. He said the Board met with her on several occasions at which concerns have been raised. These concerns related to several letters written to staff; about the use of the bathroom to park a motor cycle owned by Mrs. Brock-Lewin; the improper keeping of the accounting records; robberies occurring at the school which were never reported to the Board; and an outstanding matter with the National Housing Trust (NHT) which was never brought to the attention of the Board and ended up in a lawsuit against the Catholic Diocese of Mandeville.
7. Mr. Anderson said that these matters were raised with Mrs. Brock-Lewin and she was given an opportunity to respond. However, he said, the full Board concluded that she could not be absolved of the responsibilities in these matters.
8. He further pointed to her application for bereavement leave for ten (10) days and explained that she would have to travel overseas. According to Mr. Anderson it was “discovered” that there was no bereavement issue and that the time was used to attend a Rotary International meeting in Haiti.
9. In further submission, Mr. Anderson said on May 7, 2018, upon Mrs. Brock-Lewin’s return to work from her bereavement leave, the matter was discussed with her and she was given an opportunity to explain her position. He said the Board advised her that they had lost confidence in her capacity to be honest and the level of trust was not in keeping with the Educational Policy of the Diocese. She was told that her employment would be terminated with immediate effect.
10. Mr. Anderson said that Mrs. Brock-Lewin was informed by the Board that the letter of termination would be delivered to her at a later date; however, the letter, he said, was not delivered until May 31, 2018 as it was difficult to find her and the police had to be contacted. He said the claim for unfair dismissal was without merit.

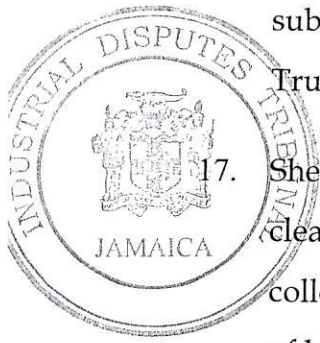


11. Mr. Anderson said that the Institute's first witness would be Dr. Diana Davis-Smith who was unable to attend the sitting on that day as she was engaged in teaching duties. He said she would make herself available at the next sitting.
12. However, Sacred Heart was unable to provide any witness because of its continued failure to communicate with the Tribunal, which resulted in the panel taking the decision to continue the proceedings *ex parte* in accordance with the provisions set out under the LRIDA.

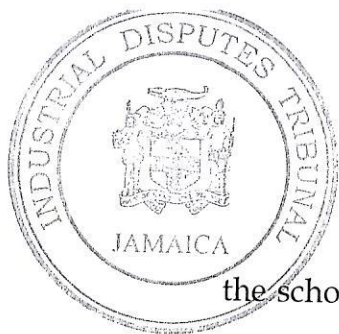
THE AGGRIEVED WORKER'S CASE

13. Miss Edwards, Counsel for the Aggrieved Worker, contend that Mrs. Brock-Lewin's dismissal was unfair. She disputed the assertions made by Mr. Anderson and argued that the main source of the dispute is the problematic relationship that existed between the then Board Chairman, Dr. Davis-Smith and Mrs. Brock-Lewin.
14. Mrs. Sharifa Brock-Lewin testified on her own behalf. At the time of her dismissal she was the Principal at Sacred Heart. She said she was asked on May 7, 2018, the day of her return to work from bereavement leave, to join the Chairman of the Board in a meeting at the church. The persons present included Ms. Pauline Russell, Diocese Education Coordinator; Ms. Pearl Francis and Mrs. Ann-Marie Ashmede Board Members, and the Chairman, Dr. Diana Davis-Smith.
15. At the board meeting she was told that there were complaints about her performance. She stated that she received no prior notice about the meeting and what would be discussed, was not provided with any further explanation, but was told by the Chairman that she should resign.
16. The issue regarding the NHT was raised and she informed the meeting that the previous board is well aware of the non-filing of documents with the Trust. She said





- subsequent to that the documents were submitted to the NHT, which she said the Trust said they did not receive. The Board was aware of the happenings.
17. She informed the Board that she would not be resigning and was therefore asked to clear her desk and leave the premises. Mrs. Brock-Lewin said she was only able to collect her handbag before she departed and to date has not been able to collect some of her personal belongings, including laptop, educational books, gum ball machine, sewing machine and a DVD player.
18. Mrs. Brock-Lewin informed the Tribunal that the letter of dismissal was delivered by a Police Officer weeks after the board meeting. She expressed surprise at the comments by Mr. Anderson that it was difficult to reach her as several documents were delivered to her by the Groundsman, Mr. Gayle, between the time of the May 7 meeting and the subsequent delivery of the termination letter by the police.
19. She was provided with a contract of employment and a job description but was unable to access the signed copy of the employment contract, which is located in her desk drawer, as she had no access to Sacred Heart's premises. Mrs. Brock-Lewin said she was advised in a text message from Ms. Loretta Steadman, the Vice Principal at the time, that she would not be allowed on the premises after her termination.
20. Mrs Brock-Lewin said her communication with the Board was through the Chairman, Dr. Davis-Smith, and usually by way of telephone calls, WhatsApp and emails. She indicated that there was no problem with the board, but with the Chairman. It was Mrs. Brock-Lewin's contention that upon Dr. Davis-Smith assuming the role of Chairman, aspects of financial matters were removed from her portfolio as Principal. She could no longer view the status of Sacred Heart's financials on the online platform, and was only limited to writing up cheques.
21. Mrs. Brock-Lewin in her testimony said the previous Board Chairman, Deacon Ronald Hamilton, had asked her to join the Rotary Club as one way of enhancing

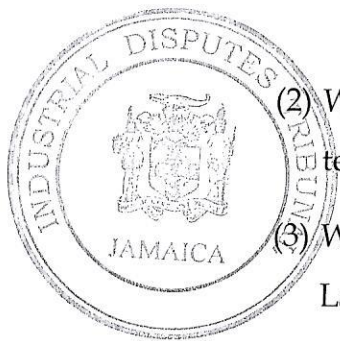


the school's image. She had previously attended Rotary meetings overseas, and on this occasion was invited to the Rotary conference in Haiti as an executive member. She said she was given two weeks' bereavement leave due to the death of her uncle and was able to attend the funeral service overseas and conference in Haiti within the time period allotted for the leave. Mrs. Brock-Lewin said she verbally advised Dr. Davis-Smith and the Education Coordinator of the Diocese, Miss Pauline Russell, that she would be attending the Rotary International meeting in Haiti. Registration fees for Rotary International, Mrs. Brock-Lewin advised, was paid by the school, and the expenses for the overseas trips borne by her.

22. Since her termination Mrs Brock-Lewin said she has found it very hard to survive, and, initially, had difficulty finding a job because she was denied access to the premises at Sacred Heart to retrieve her credentials. Sacred Heart had also placed a notice in the newspaper of October 7, 2018 stating that she is no longer the principal at the School. Mrs. Brock-Lewin claimed that because she was unable to provide proof of her qualifications she was unable to accept a job offer at Horizon Prep. She eventually collected her credentials in August 2019 and had since gained employment at Best Care for the period October 2019 to February 2021.
23. At the time of her testimony, Mrs. Brock-Lewin said she had a contract with Ascot School to take effect in November 2022.

ISSUES

24. The Tribunal concludes that the principal issues for consideration arising from the evidence are:
 - (1) Whether Mrs. Brock-Lewin misconducted herself, and if so, was it serious enough to warrant her summary dismissal



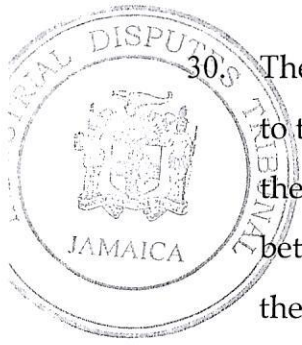
(2) Whether in the circumstances Sacred Heart acted reasonably or unreasonably in terminating the services of Mrs. Brock-Lewin

(3) Whether the process of termination followed the provisions outlined in the Labour Relations Code.

ANALYSIS AND FINDINGS

Whether Mrs. Brock-Lewin misconducted herself, and if so, was it serious enough to warrant her summary dismissal

25. In the first place, Sacred Heart failed to discharge its evidentiary burden by its consistent failure to reply to correspondences, and its no-show at sittings which led to the decision of the Tribunal at its third sitting to continue proceedings *ex parte*.
26. It is important for us to explain the circumstances which led to that decision by the Tribunal.
27. On April 22, 2022, the Tribunal wrote to the parties regarding the dispute and requested the submission of Briefs within nine (9) days from the date of the letter. The letters were despatched to the Chairman, Sacred Heart Academy and Ms. Renee Freemantle, attorney-at-law at Scott, Bhoorasingh & Bonnick. On April 29, 2022 Mrs. Donna Scott-Mottley, attorney-at-law at Scott, Bhoorasingh & Bonnick wrote to the Tribunal advising that they have ceased to represent Sacred Heart Academy.
28. The Tribunal wrote to the Chairman of Sacred Heart Academy on May 3, 2022, advising of the letter from Scott, Bhoorasingh & Bonnick and requested that they inform us as to who will now be representing them. No response was received.
29. On May 13, 2022, the Chairman at Sacred Heart Academy was again written to with four (4) proposed dates to commence hearing. The letter indicated that in the event no reply is received by Friday May 20, 2022, the Tribunal would confirm the dates once convenient to the other parties.



30. The Tribunal received no reply and further dispatched a letter dated May 26, 2022 to the Chairman of Sacred Heart confirming Tuesday, June 28, 2022 at 2:00 p.m., for the commencement of the hearing. On June 6, 2022 a telephone conversation between a representative of Sacred Heart and the Tribunal led to postponement of the June 28 sitting and the confirmation of a new date, Friday, July 29, 2022.

31. An email was despatched on July 28, 2022 to Mr. Andre Anderson, Sacred Heart's representative, reminding him of the meeting the following day (July 29) and advising that we are still not yet in receipt of the six (6) copies of their Brief. Mr. Anderson acknowledged receipt on the same day and said that "...remote access will be more convenient..."
32. Neither Mr. Anderson nor any representative from Sacred Heart attended the sitting on July 29th, although the online link to accommodate Mr. Anderson was sent to him. No communication was received either from Sacred Heart or its representatives, despite the several attempts by the Tribunal to reach them.
33. The Tribunal wrote to Mr. Anderson on August 4, 2022 advising of the setting of a new date of September 20, 2022, for the continuation of the sitting, and further advised that the July 29th sitting had to be adjourned due to the absence of Sacred Heart's representative. Sacred Heart was advised of the Tribunal's power under section 16A of the Labour Relations & Industrial Disputes Act to hear the matter *ex parte*.
34. At the September 20th sitting Mr Anderson informed the Tribunal that he had an issue receiving documentation from Sacred Heart, and was only provided with evidentiary material the previous night. He further said he had difficulty logging on to the system. The first witness, Dr. Davis-Smith was not available as she was engaged in teaching duties but "*would make herself available at subsequent date.*"
35. At the 3rd sitting of October 20, 2022, the Tribunal agreed to hear the matter *ex parte*, not

having heard from Sacred Heart. A letter dated October 24, 2022 was sent to Mr. Anderson and Dr. Davis-Smith informing them of the Tribunal's decision, enclosing verbatim copies of the notes of the proceedings of October 20th and advising them of a new date and the intention of the Tribunal to continue *ex parte* in the event they are absent.

36. The common law principle in cases of unfair dismissal places on the employer the burden of proving that the dismissal of its employee was fair. The employer, in this case Sacred Heart, must show to the Tribunal what was the reason, or if there is more than one, the principal reason for terminating the services of Mrs. Brock-Lewin.
37. The Halsbury's Law of England, 4th Edition, provides further guidance for the Tribunal in determining matter of unfair dismissal. It contends that the employer "... must also show that it was a reason which the law regards as acceptable, and that in the circumstances, having regard to equity and the substantial merits of the case, he [Sacred Heart] acted reasonably in treating it as a sufficient reason for dismissing the employee." [Vol. 16, p. 413].
38. This position was eloquently stated in a 2020 Judgement by the Privy Council in the case, Blackburn v. LIAT (1974) Ltd, in which their Lordships opined that -



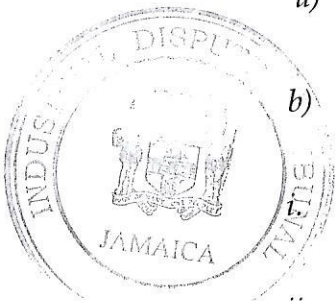
"The test, generally, for deciding whether or not a dismissal was unfair is whether or not, under the circumstances, the employer acted unreasonably or reasonably but, even though he acted reasonably, if he is mistaken as to the factual basis for the dismissal, the reasonableness of the dismissal shall be no defence, and the test shall be whether the actual circumstances which existed, if known to the employer, would have reasonably led to the employee's dismissal."

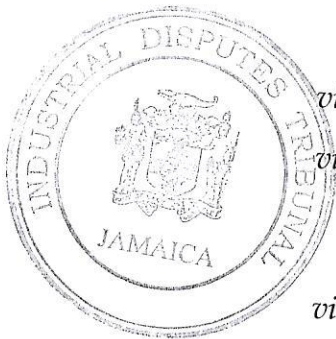
39. Even from the evidence provided, it is still unclear in the minds of the Tribunal the reason for Mrs. Brock-Lewin's termination. The letter from Sacred Heart Academy, dated May 7, 2018 to her, terminating her services with immediate effect, merely

states that *"the board holds no continued trust in your stewardship arising from instances which has brought the institution and by extension the Diocese of Mandeville into disrepute."* This is indeed unacceptable. Further, the Tribunal, as the trier of facts, was deprived of the opportunity of determine what weight to give to the employer's evidence, and to examine the credibility and reliability of such. Sacred Heart did not seize on the opportunity to justify its decision to terminate Mrs. Brock-Lewin's contract.

40. This was simply because Sacred Heart's impiety towards the Tribunal, as set out above, would have provided sound justification for any reasonable Tribunal to have taken the decision which we did, to continue proceedings in the absence of their testimony.
41. Mrs. Brock-Lewin's summary dismissal suggests that the reason would have been regarded by her employer as constituting 'gross misconduct'. Her testimony during examination-in-chief as to what may have been the reason or reasons for her dismissal was not fully explored under cross-examination to be of any assistance to the Tribunal.
42. We accepted into evidence the Contract Form of Agreement for Teachers, extracted from the **Diocese of Mandeville Education Policy**. Under section XII, Termination without Notice, [page 62]. The policy states that an employee's contract can be terminated forthwith by the Institution without prior notice on the following conditions, which are listed below -

- "a) *commit (sic) any act of dishonesty relating to the INSTITUTION, or any of its employees or otherwise;*
- b) *The employee's employment may be terminated forthwith by The INSTITUTION, without prior notice if The Employee shall at any time:*
- commit (sic) any act of dishonesty relating to The INSTITUTION, or any of its employees or otherwise;*
- ii. *commit (sic) any serious or persistent breach of any of the provisions herein contained;*



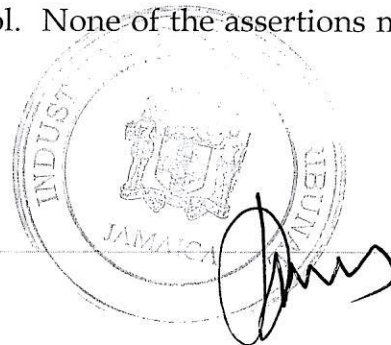


- iii. *be guilty of any grave misconduct or wilful neglect in the discharge of their duties hereunder;*
- iv. *become (sic) of unsound mind;*
- v. *be charged for any criminal offence other than an offence which in the opinion of the Institution's management does not affect your position as an employee of the Institution;*
- vi. *commit (sic) any breach of confidentiality;*
- vii. *be in breach of the Institution's Terms and Conditions of Employment and policies and procedures in **DIOCESAN EDUCATION POLICY: APPENDIX VI. p. 52;***
- viii. *be guilty of any act which brings the Institution into disrepute or which in the Board of Director's opinion is prejudicial to its interests;*
- ix. *fail any of the requisite pre-employment tests;*
- x. *be guilty of substance abuse."*

42. It was the onus of Sacred Heart to provide the evidence in support of its claim that Mrs. Brock-Lewin had ran afoul of one of the stated policies, and therefore provided reasonable grounds upon which the Institution was justified in summarily terminating her services. We were, however, not able to enquire into the facts on the merits of their claim in order to decide whether in the circumstances Sacred Heart was entitled to terminate her contract.
43. Given the principles of natural justice, Mrs. Brock-Lewin was entitled to be informed in writing as to the allegations against her, that there was a case for her to answer, and be properly invited to a disciplinary hearing that guarantees her the right to present her case, and to be represented.
44. In the final analysis, Sacred Heart, by its dereliction, deprived itself of the opportunity to present to the Tribunal cogent and weighty evidence to advance the reason(s) for Mrs. Brock-Lewin's termination, prove that summary dismissal was warranted in the circumstances, and prove that on a balance of probabilities, the misconduct of Mrs. Brock-Lewin was sufficiently serious as to warrant her summary dismissal.

Whether in the circumstances Sacred Heart acted reasonably or unreasonably in terminating the services of Mrs. Lewin

45. We will consider the second issue regarding the reasonableness or unreasonableness of the dismissal. In our view, the result of the test of reasonableness will ultimately be determined by reference to the provisions of the Labour Relations Code and the common law.
46. We are mindful of Mrs. Brock-Lewin's testimony that (a) she was summoned to a board meeting on the day of her return to work from bereavement leave; (b) at the meeting a range of charges were levelled against her, including allegations of fraudulent misconduct; (c) she was asked to resign in order to protect her name, and she refused to do so.
47. Apart from its failure to discharge its evidentiary burden, we are of the opinion that Sacred Heart, in any event, failed in its contractual obligation to follow agreed procedures that subscribe to the principles of natural justice. This was sufficient by itself to render the dismissal unfair in the circumstances.
48. We have also considered the actual process and timing of the dismissal. In that regard, the evidence is that the employee was dismissed on May 7, 2018, the day of her return to work, when she was told to clear out her desk and leave the premises. Her termination letter, it is to be noted, was delivered weeks after by a Police Officer at her home.
49. Mrs. Brock-Lewin said upon leaving the meeting, teachers were already assembled in the auditorium, and she was unable to gather her personal belongings. At the time of her testimony, she said she had still not collected everything from the Academy, including educational materials, laptop, games and a DVD player, among others, which were loaned to the school. None of the assertions made by her was challenged during cross examination.



50. We find it quite disheartening that the very ethos and values that ought to embrace the work of Sacred Heart Academy was utterly ignored in the circumstances surrounding the dismissal of Mrs. Brock-Lewin. They did not value the strength to care for their employee by being nurturing and compassionate; they showed no desire to pursue knowledge by hearing her side of the story; there was no light that radiated from their heart; nor any attempt shown to bring peace and reconciliation to issues surrounding her personal effects.
51. We are forced to contend that the actions of Sacred Heart represented a blot on the religious doctrine of Thomism, translated, as it did, in the basic disregard for the principles of natural justice, fairness and good industrial relations.
52. Mrs. Brock-Lewin explained that she had a difficulty in finding a job after her dismissal, for reasons, not the least of which was the fact that she was unable to access her qualification credentials because she was denied access to Sacred Heart.
53. The manner of the dismissal is a factor to which the Tribunal ought to give due consideration. In the circumstances, we are guided by Edwards v. Chesterfield Royal Hospital NHS Foundation, where the learned judge opined that:



"... a dismissal may be unfair because it is substantively unfair to dismiss the employee in the circumstances of the case and/or because the manner in which the dismissal was effected was unfair. The manner may be unfair because it was done in a humiliating manner or because the procedure adopted was unfair.... [and] defamatory findings were made which damage the employee's reputation and which, following a dismissal, make it difficult for the employee to find further employment..."

54. It is also noteworthy that throughout the proceedings the employer never demonstrated a genuinely contrite, remorseful or apologetic attitude in how the dismissal was handled, the use of a Police Officer to deliver the letter of termination,

or the fact that Mrs. Brock-Lewin has not been able to retrieve all her personal belongings.

55. The expressed purpose of the Labour Relations Code is to protect workers against such unfair, unreasonable and unconscionable actions. The Code specifically states that –

“Recognition is given to the fact that management in the exercise of its function needs to use its resources (material and human) efficiently. Recognition is also given to the fact that work is a social right and obligation, it is not a commodity; it is to be respected and dignity must be accorded to those who perform it, ensuring continuity of employment, security of earnings and job satisfaction.”

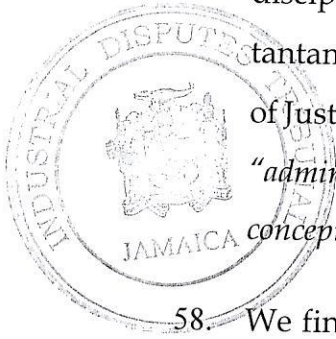
Whether the process of termination followed the provisions outlined in the Labour Relations Code.

56. Even before the clear breach of its contractual obligation, the employer failed to provide, in writing, specific charges regarding alleged breaches that Mrs. Brock-Lewin was accused of. Section 22 (i) of the Labour Relations Code is referenced here. It states that the procedure governing disciplinary matters should –

- “(a) specify who has the authority to take various forms of disciplinary action, and ensure that supervisors do not have the power to dismiss without reference to more senior management;*
- (b) indicate that the matter giving rise to the disciplinary action be clearly specified and communicated in writing to the relevant parties;*
- (c) give the worker the opportunity to state his case and the right to be accompanied by his representatives;*
- (d) provide for a right of appeal, wherever practicable, to a level of management not previously involved;*
- (e) be simple and rapid in operation”*



57. On all accounts, Sacred Heart ignored these provisions and acted contrary to the procedures outlined in the Code for fair and effective arrangements for dealing with disciplinary matters. Such an action in the realm of industrial relations, is tantamount to 'jungle justice', and strikes at the heart of the LRIDA to - in the words of Justice Rattray - '*ameliorate the rigidities of the former master-servant relationship*', and "*administer law to humanize the harshness of the common law by the development of the concept of equity.*"¹



58. We find it unreasonable for Sacred Heart to effect the dismissal in the way that it did, and in the circumstances, following a fair procedure generally and providing the employee with the opportunity to be heard in particular could have made a difference in the employer's deliberations before the dismissal.

59. When taken into consideration, the relevant provisions under the Code, the legal principles to be contemplated, the employer's undischarged evidentiary burden, and Mrs. Brock-Lewin's evidence, constrained us to find that her dismissal was unjustifiable. Her dismissal was a blatant contravention of the rules of natural justice and in breach of the principles of good industrial relations.

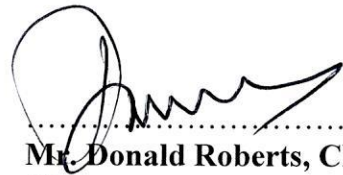
DECISION

60. Evidently, our decision cannot be based on the employer's case which was non-existent in this Reference. We were, therefore, compelled to fully inform ourselves of and be guided by the oral testimony and evidence from Mrs. Brock-Lewin. We were, however, not obliged to accept her testimony in its entirety; and we did not.
61. Suffice it to say, that the Tribunal, having taken into account all the circumstances surrounding her dismissal, including mitigating factors arising from subsequent employment, and the manner in which she was dismissed, rules accordingly:

¹ Village Resorts Limited and Industrial Disputes Tribunal and Uton Green, Court of Appeal No. 66/97, page. 11

- a. That Mrs. Sharifa Brock-Lewin was unjustifiably dismissed by her employer;
- b. Mrs. Brock-Lewin shall be compensated in the sum of Eighteen Million Dollars (\$18,000,000.00).

DATED THIS 12 DAY OF APRIL 2023



Mr. Donald Roberts, CD, JP
Chairman

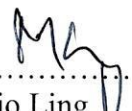


Mrs. Jacqueline Irons, JP
Member



Dr. Denese Morrison, JP
Member

Witness:



.....
Mr. Mario Ling
Acting Assistant Secretary of the Division