Case No: 2300780/2016

THE EMPLOYMENT TRIBUNAL

SITTING AT: LONDON SOUTH

BEFORE: EMPLOYMENT JUDGE BALOGUN

BETWEEN:

Ms S Jones

Claimant

AND

Balance Me Limited

Respondent

ON: 8-10 March 2017

In Chambers 30 & 31 March 2017

Appearances:

For the Claimant: Mr Alex Robson, Counsel
For the Respondent: Mr Nigel Porter, Counsel

RESERVED JUDGMENT

The constructive dismissal and wrongful dismissal claims fail and are dismissed.

REASONS

1. By a claim form presented on 27 April 2016, the claimant complains of constructive unfair dismissal and wrongful dismissal. The respondent denies dismissal and contends that the claimant voluntarily resigned.

2. The claimant gave evidence on her own behalf. The respondent gave evidence through Rebecca Hopkins, Director; Clare Hopkins, Director and; Colleen Strauss, Finance Director. The parties presented a joint bundle of documents comprising 5 lever arch files running to 1824 pages.

The Issues

3. The issues in the case are:

    a. Did the respondent fundamentally breach the claimant's contract by breaching the implied term of mutual trust and confidence by the alleged acts set out at paragraphs 6 to 18 of the grounds of complaint. [16-27] If so;

    b. Did the claimant resign in response to the breach

    c. Did the claimant affirm or waive the breach

    d. If the claimant was dismissed, was there a potentially fair reason and was the dismissal in all the circumstances fair.

    e. Is the claimant contractually entitled to notice pay from the respondent.

The Law

Constructive dismissal

4. Section 95(1)(c) of the Employment Rights Act 1996 (ERA) provides that an employee shall be taken to be dismissed by his employer where the employee terminates the contract, with or without notice, in circumstances in which they are entitled to do so by reason of the employer's conduct.

5. The case; Western Excavating Limited v Sharp 1978 IRLR 27 provides that an employer is entitled to treat him or herself as constructively dismissed if the employer is guilty of conduct which is a significant breach of the contract or which shows that the employer no longer intends to be bound by one or more of its essential terms. The breach or

breaches must be the effective cause of a resignation and the employee must not affirm the contract.

6. The case: Malik v Bank of Credit and Commerce International SA 1997 IRLR 462 provides that the implied term of trust and confidence is breached where an employer, without reasonable or proper cause, conducts itself in a manner calculated or likely to destroy or seriously damage the relationship of confidence and trust between employer and employee.

7. In London Borough of Waltham Forest v Omilaju [2005] ICR 481, the Court of Appeal stated that a final straw should be an act in a series whose cumulative effect amounts to a breach of trust and confidence and it must contribute to the breach. An entirely innocuous act on the part of an employer cannot be a final straw, even if the employee genuinely, but mistakenly, interprets the act as hurtful and destructive of his trust and confidence in his employer. The test of whether the employee's trust and confidence has been undermined is objective.

Findings and conclusions

Background

1. Rebecca Hopkins (RH) and Claire Hopkins (CH) are sisters and in April 2005 they set up the company: Balance Me Limited, which company sells a premium cosmetics brand comprised of natural products. Before setting up the company, the sisters had sold their products out of a pop up shop in Oxford Street for many years, gradually building up the business from there. Their story is part of their brand image and USP (unique selling point) and is often used in publicity material. This is relevant to one of the issues the claimant raises about company literature, which I deal with below.

2. After working for the company on a consultancy basis, from October 2006 to February 2009, the claimant was appointed a Director. On 9 February 2010, she entered into a service agreement with the company [128-153] and on 9 March 2010, she became a shareholder, acquiring 250 B shares. RH and CH owned the remaining 632 A shares equally between them. [198-219]

3. Underlying the claimant's case is a belief that RH and CH had embarked on a concerted campaign to remove her. Her case, in essence, is that the respondent was planning to dismiss her for poor performance so that she could be deemed a bad leaver.

4. "Bad Leaver" is a term of art contained in the company's Articles of Association. Clause 14.5 of the Articles of Association sets out different ways of calculating the company share price depending on how the relationship ends. If the shareholder is deemed a "*Good Leaver*" then the shares price is market value. However, if they are deemed a "*Bad Leaver*" the price is the lower of the issue price and market value. A Bad Leaver includes a shareholder whose employment is terminated by the respondent for reasons related to performance. [168] A voluntary resignation would not fall within this category.

5. The issue price of the shares was £1 per share. On termination the claimant was sent a cheque for £250 in respect of her 250 shares when their value, even on the respondent's own case, was significantly more. This indicates that the respondent treated the claimant as a Bad Leaver. However, I draw no conclusions about the issues from this fact as there were matters that came to light post termination that may have influenced this.

6. There is a lot of evidence in the respondent's witness statements, in particular, about performance issues relating to the claimant but both sides agreed at the outset of the hearing that these were not relevant to liability but might be of relevance in the event of remedy. I have therefore not addressed these matters in any significant detail in my findings.

7. My findings and conclusions on the issues are set out below:

Concerted Campaign to reduce the Claimant's responsibilities

8. At the relevant time, the claimant was responsible for retail accounts, digital business, customer service, natural beauty/ingredients and new product development. She contends that from October 2014, RH and CH sought to move new product development away from her, thereby reducing her areas of responsibility.

9. On 14 October 14, RH sent an email to CH and the claimant setting out her proposals for a review of the business structure. [403-407] The claimant contends that by this proposal, RH (supported by CH) was seeking to move new product development away from her and to CH. RH denied that this meant a reduction in the claimant's area of responsibility, contending that the proposal was that the claimant would be responsible for international and digit and would draw up a strategy plan in relation to these.

10. The claimant also contends that later, when Lisa Woods was appointed manager for Digital, instead of reporting into her exclusively, RH decided that Ms Woods should report into everybody. RH denies this. Further the claimant contends that in the announcement of Lisa's appointment, it says that she will be taking responsibility for the commercial digital business, which was the Claimant's remit. It was the claimant's case that this was the start of the reduction in her responsibilities. The respondent's case is that RH was setting out her genuine views as to what she considered to be a more productive structure for the business going forward.

11. The claimant claims that she was excluded from a pitch to British Airways for the potential supply of products and relies on this as further evidence of her responsibilities being reduced. What the claimant describes as a pitch to BA was, according to the respondent, not a pitch at all but a presentation to Matrix APA, a third party supplier to BA, for brand ideas that might appeal to airline customers. The presentation was by the respondent's designer, Gilberto.

12. The claimant relies on an email dated 23.11.15 from RH to a number of company officials, including Gilberto and the claimant, which refers to a British Airways pitch next spring. [1066] She also relies on conversations with Gilberto, who she says told her that he was working on a BA pitch. I did not hear direct evidence from Gilberto. However I was taken to an email from Gilberto to a Talia Price dated 10 December 2015 where he says "*Tomorrow I will be working exclusively on the January campaign and British*

Airways" [1279]. That is not necessarily inconsistent with the respondent's case that Gilberto was at this stage doing nothing more than designing artwork for Matix APA.

13. The claimant wasn't at the pitch/presentation and was therefore not in a position to give evidence as to the topics covered. She did however concede that if it was a presentation about packaging brand ideas to third party airline suppliers, as contended by the respondent, Gilberto was the appropriate person to have presented it.

Reference to the claimant in company and PR literature from July 2015

14. The claimant says that the description of her in the company publicity material changed so that instead of being described as co-creator or director, she was described as Aromatherapy Expert. [1825, 1826] whereas CH and RH were always described in literature as co-owners. – She contends that she should have been referred to as Director and Aromatherapy Expert. This was the only advert that referred to the claimant as an Aromatherapy Expert. RH said in evidence that the title was considered pertinent to the target audience as a way of highlighting the company's expertise.

15. A person's perception of their status can be very subjective and the title by which they are referred, both internally and externally is often a key feature of this. In this case, if you add into the mix the claimant's general insecurity about her position as against the bond between the sibling directors, one can see how she might become exercised at any suggestion that they were not equals. That is how she viewed the advert describing her as an Aromatherapy Expert. There is nothing factually incorrect about that title as the claimant was indeed an expert in Aromatherapy. Her point was that she was more than that.

16. The respondent has provided what, on the face of it appears to be a valid business reason for the use of that title and whilst the addition of "co-owner" or "director" would have satisfied the claimant, I am not convinced that objectively, the description in the advert diminishes the claimant's status within the business. Nor am I convinced that the title was used to deliberately undermine the claimant's position. It is not the claimant's case that she objected beforehand and that her objections were ignored. In fact there is no evidence that she made her feelings known at all at the time. The claimant conceded in evidence that when she raised the issue of her title in relation to proposed publicity material for publication in or around October 2015, it was promptly changed to reflect her preferred description as co-creator [899] It is perhaps worth pointing out that that title is not strictly accurate as the business brand was co-created by RH and CH. On that basis it would have been entirely legitimate for them to reserve that description to themselves. That they did not do so is to their credit and suggests inclusiveness rather than exclusion of the claimant.

Attending Events

17. The claimant complains that she was not invited to the Glamour Magazine women of the year award on 2/6/15 whereas RH had a personal invite and CH was subsequently invited. The claimant said that in 2014, all 3 of them had gone together. Also, where usually the award ceremony would have been spoken about in the office beforehand, nothing was said, which made her feel that there was something underhand and convenient that CH and RH went together. RH had a long-standing relationship with the magazine in her PR role and it was the respondent's case, which the claimant did not

dispute, that who was on the guest list was a matter for the magazine and they decided to extend the invitation to CH as well. The claimant also complains about not being invited to the Marie Clare award and that she did not find out about the event until the following day. Again, RH and CH were personally invited by the magazine and attended together.

18. If, as the respondent contends, RH and CH received personal invites to these events, and I have no reason to doubt this, then the decision not to extend an invitation to the claimant had nothing whatsoever to do with the respondent, no matter how snubbed or put out the claimant felt about it.

Reference to the Claimant's health

19. On 22 July 2015, RH sent an email to the claimant and CH setting out her vision and thoughts on roles and the company structure. At paragraph 2 there is a comment addressed to the claimant that she should focus on her health and general wellbeing and get her personal life back on track otherwise the business will suffer. [512] The claimant has taken great exception to this. RH said that she was expressing concern as any friend would as there was a lot going on in the claimant's personal life. This was a reference to a major house refurbishment, a burglary and other domestic matters that the claimant had shared with her. The claimant said that she considered the comments to be unreasonable as she was not showing any signs of stress and there was nothing to suggest that her personal life was having a negative impact on the business. She said that if the concern had been genuine, RH would have approached her in the office rather than vocalise them in a formal way. The claimant made her concerns about this known to RH in an email of 28/7/15 [567-568] and there followed, according to RH, a frank and open discussion between them.

20. On the face of it the comment appears innocuous. However the claimant suggests that the comment was unreasonable because she was not showing signs of stress and there was nothing to suggest that what was going on in her personal life was having a negative impact on her work. The claimant had worked with RH for a long time and confirmed that they were close and shared with each other stresses in their personal life. In that context, the comment was not inappropriate, even if the claimant did not agree with it. The claimant said that had the comment been made out of genuine concern, RH would have approached her in the office and spoken to her rather than put it in writing. Whilst that may have been the claimant's preference, I cannot accept that the mode of the message is indicative of its genuineness and I can find no reason to presume that the comment was anything other than an expression of concern, even if it was misplaced.

Away Days

21. The claimant says that she was undermined by RH and CH at company Away Days that took place on 7 August 2015 and October 2015. Her complaint is that on both occasions, RH and CH had prominent roles while her contribution was minimal and inconsequential. Further, she contends that both CH and RH introduced matters that were not on the agenda and which had not been notified to or agreed with her in advance. This, she said, made her feel excluded.

22. On 2 October 2015, RH sent the claimant some powerpoint slides of the topics to be covered. [797-802] The claimant said that given the way the first Away Day had gone, when RH and CH presented slides she had never seen before, she asked RH before the second one whether she needed to prepare anything and was told no, as the managers would mainly be speaking, not the directors. Yet on 30 September 2015, RH sent an email to CH attaching a detailed note of what they were going to discuss at the meeting, which the claimant was not copied into. [778-784]. RH's explanation was that there were often things that she and CH discussed as twos. However, the claimant would have had a reasonable expectation of being included in this email, especially as it was about a meeting at which all 3 of them would be involved in. It is unclear whether the claimant was aware of the email at the time or whether it is something that formed part of disclosure in these proceedings. However, if the Away Day followed the format suggested in the attachment, which she says it did, it would have been obvious to her that there had been discussions/preparations for the Away Day between RH and CH which she had not been party to. Whilst it is understandable that the claimant would have felt excluded by this, I am not satisfied, on balance of probability, that this was done intentionally to undermine her nor is there sufficient evidence that her standing amongst the participants of the Away Day was diminished as a result, even if that was her perception.

Bullying

23. The claimant contends that there was an ongoing campaign of criticism and bullying of her by RH and CH. She refers by way of example to heated discussions at meetings when RH and CH would form a block against her. One such meeting is said to have occurred in December 2015. It was at that meeting that RH suggested that she take the role of interim Managing Director, something that the claimant was opposed to. It is common ground that there was a heated exchange of views on the subject though the respondent denies that there was bullying. In the absence of corroboration, I am not in a position to assess whether the claimant's perception of bullying is a reasonable assessment of the conduct of RH and CH at that meeting. What is clear however is that that the claimant's view prevailed on that occasion and the proposal was abandoned, when it would have been open to RH and CH to use their combined shareholding to outvote her and impose the change.

24. The claimant also relies on a series of email exchanges between her and CH as an example of bullying. Specific reference is made to an email from CH of 3 October 2015 about sales, which the claimant says CH used as an opportunity to vent about a lot of things. She said it was unprovoked and unprecipitated and was not a professional way of dealing with things. [807]. I have read the email in question and it is fair to say that CH expresses her disagreement with the claimant's view on a number of business issues and does so in a robust manner. However, that is a far cry from amounting to bullying and there is no indication from the claimant's response to the email that she viewed it as such at the time. [806]

25. The claimant also refers to the sending of emails to her late at night by RH and CH containing a critique of her as an example of bullying. The claimant said that she did not object per se to work related email late at night provided they were to do with work streams. It seems to me that this is a very fine distinction. It is difficult to see how a

supposedly critical email sent late at night is any more bullying than one sent during the day, particularly where sending of late night emails to each other was the norm for the directors.

Office Move

26. In September 2015, the company moved to a new open plan office. The claimant contends that the seating arrangements for her and her team in the new office were inferior in comparison to RH and CH and their teams. She said that the agreement had been that they would sit with their respective teams and that did not happen in her case causing her to feel isolated from her team and undermined. The respondent's position was that space was limited so an element of hot-desking was necessary and it was decided that the claimant's retail team should hot desk. The claimant says that she objected to this but in the end had no choice but to agree. By that she means that she was effectively outvoted by RH and CH. That they took a different view to her is not, in itself, remarkable. The question is whether it was done without reasonable and proper cause.

27. According to the respondent, the retail team was chosen for hot-desking because, unlike other staff, the 2 members of that team were not in the office 5 days a week. In contrast, the digital team, which the claimant also managed, was primarily in the office full time and was not required to hot-desk and the claimant sat within that team. That evidence was largely accepted by the claimant. Whilst the claimant may have been unhappy with the arrangement, it appears from the evidence that there was a logical explanation for it and I cannot say that it was done deliberately to isolate and undermine her even if that was her perception.

Appointment of Colleen Strauss

28. On 23 November 2015, Colleen Strauss was appointed as interim Finance Director Whilst the claimant did not object to the appointment per se, it was the manner of its making that she took issue with. The claimant contends that the appointment was made without her involvement, while she was on leave, and before she'd had a chance to meet the candidate. The respondent on its part says that the appointment was subject to the claimant speaking to Ms Strauss and her and the appointment was only announced to the business after she had done so. That is borne out by the email trail. On 23 November 2015 at 11:06, the claimant emailed RH and CH following a telephone conversation with Ms Strauss. It is clear from the email that the claimant was positive about the appointment and there is no hint at all that she had any reservations, even though she told the tribunal that she had an issue with the fact that Ms Strauss did not come from more of a product background. [1065] At 12.06 that same day, an email was sent to the workforce announcing Ms Strauss' appointment as Interim Finance Director [1066]. Whilst it appears that the terms of appointment had been negotiated and agreed, at least in principle, without the claimant's involvement, she does not appear to have raised concerns about this at the time and she agreed to the appointment. The claimant also complains about Ms Strauss being given the title Finance Director though it is not entirely clear why or whether she raised this at the time. Ms Strauss was not a statutory director, it was merely a job title. It is difficult to see how that title threatened the claimant's position in any way, if that was her concern.

Blocking of projects

29. The claimant complains that RH and CH blocked a number of projects she was working on and that this was done in order to make it difficult for her to improve the business. She lists the various projects at paragraph 101 of her witness statement and relies on this complaint as the last straw leading to her resignation. The respondent's case is that Ms Strauss was brought in to review the financial performance of the business and as part of that was tasked with analysing the financial performance of many of its projects. As a result, the claimant was asked to hold off on the projects she was working on until the analysis had been carried out. The claimant accepts that Ms Strauss was carrying out such an analysis and that it was necessary for her to do so. What she disagreed with was the decision to put the projects on hold while it was being done as she felt that certain projects were time sensitive and delay could lead to missed opportunities. The counter- view however was that it was important to establish the financial efficacy of the promotions before moving forward with them. It seems to me that what you have here is a difference of opinion between the board members about business strategy, with the majority view prevailing. I cannot conclude from this that RH and CH's intention was to make it difficult for the claimant to improve the business. Such a motive would seem somewhat counter-intuitive as it would damage RH and CH's interests as well, and they had a much larger financial stake in the business than the claimant.

Email advice from Bonner Morris 7.1.17

30. By way of background, for some time RH and CH had been receiving ad hoc advice on the business from Bonner Morris, (BM) a personal friend with a background in HR. In mid-August 15' they met with him to discuss a wide range of business matters. There were further meetings in or around October/November 15' and in December 15'. The claimant was not invited to participate in these meetings and was unaware of them at the time. It is clear from some of the emails between them that some of the discussions they had were about the claimant.

31. It is common ground that in the latter part of 2015, the relationship between the claimant on the one hand and RH and CH on the other had become strained, largely due to disagreements about roles and responsibilities. RH said that she and CH met with BM on 17 December and sought his advice on these issues as they realised that the dynamic was not working and it was impacting on the business. They were therefore seeking advice on their options going forward. When asked in cross examination whether one of the options was termination, RH replied: "*I think so"*. Out of that meeting came the suggestion that RH and CH sit down with the claimant and discuss these matters.

32. On 21 December, there was a pre-Christmas meet up of the Board which the claimant describes as a catch up across all areas that turned into an attack of her. "Attack" appears to be an emotive and exaggerated term for what the claimant describes as RH and CH taking it in turns to quiz her about the sales figures. RH says was there was no attack but just a discussion about the disappointing Christmas financial figures and the reasons for these. As it turned out, the matters discussed with BM a few days beforehand were not raised with the claimant on that occasion, or indeed subsequently.

33. On 7 January 16', ahead of a meeting due to take place between them later that day, BM emailed RH and CH. The email subject matter was *"Next Steps – Private"*. In the opening paragraph BM says that he is providing an update on the work he has been doing with regard to potentially dismissing the claimant from her current role. He then goes on to set out the termination options for discussion at the meeting later. RH responded to the email, stating that she had seen a lawyer and would fill BM in on the respondent's position at the meeting. [1489-1490].

34. The claimant contends that on 7 January, she had been sat at CH's desk, when she saw an email come into CH's inbox from BM with the heading "*Next steps Private*". This is the email referred to above. The claimant knew that BM was a friend of RH and CH and that he was an HR Consultant. The claimant felt that she was being excluded from something that she had a right to know about and that this was re-enforced by CH immediately clicking the email off the screen. After CH and RH had left the office, the claimant returned to CH's screen, went into her email account and printed off the email from BM. She then conducted a word search on "Bonner Morris" to see if there were any other emails from him. Further emails came up and the claimant printed those off as well, read them and eventually took them home with her. The claimant contends that the emails confirmed what she had long suspected; that CH and RH were executing a secret plan to exclude her from the business. Although the claimant said that the emails precipitated her resignation, it is unclear whether she relies on these as the last straw.

35. Although we did not go into performance issues, I am satisfied that CH and RH had genuine concerns about the claimant's performance, albeit I cannot say whether or not they were justified. That being so and given the concerns they had about the state of their relationship with the claimant, there was nothing wrong in them seeking advice. It is also entirely understandable that the claimant would not be privy to that advice. After all, the claimant said that she had been taking advice from lawyers about her position and that advice would have been privileged and not available to the respondent. Whilst the advice received from BM did not carry the same privileged status, CH and RH were nevertheless entitled to keep it private from the claimant.

36. There is also nothing wrong with RH and CH exploring the claimant's termination. The options for terminating the claimant's employment as set out in the 7 January email are all potentially lawful and it cannot be said that considering these amounts to a breach of the implied term of trust and confidence. The claimant's assertion that RH and CH were seeking to dismiss her for poor performance in order to designate her as a bad leaver is not borne out by the email of 7 January, which identifies options for termination which are not covered by the "bad leaver" provisions e.g. redundancy and settlement.

37. On 11 January 16' the claimant tendered her written resignation claiming a fundamental breach of her contract and citing many of the issues that now form part of this claim. She made no reference at all in the letter to the email of 7 January 16' nor did she refer to a conspiracy to dismiss her on performance grounds. [1645-1646].

Submissions

38. The parties presented detailed written submissions, which they supplemented orally. I was also provided with a number of authorities. These have been taken into account.

Conclusion

39. Underlying many of the disagreements and tensions between the claimant and the respondent were differences in opinion as to the business strategy of the company. This is par for the course in small businesses. All 3 directors were passionate about the business and all had a financial stake in its success. It is therefore understandable that those passions would manifest themselves in heated debates. However, these seemed to be magnified in the claimant's mind by the sibling bond and shared history between CH and RH and the power of their combined shareholding, which meant that she was often (but not always) outvoted when it came to business decisions. These dynamics caused the claimant to feel insecure and it seems that those insecurities at times caused her to over-react or be over-sensitive about events e.g. her reaction to not being invited to magazine events and to her description in the company literature.

40. In relation to most of the instances relied upon by the claimant, I have identified a reasonable and proper cause for the respondent's actions. Where I have not done so, I find that there is insufficient evidence that the respondent's actions were calculated or likely to destroy the relationship of trust and confidence. Much of the claimant's case relies on her perception of events but without the evidence to back it up. That is insufficient to discharge the evidential burden upon her. Taking my findings in the round, whilst there were occasions when CH and RH could have been more sensitive to the claimant's feelings by making more of an effort to communicate with her e.g. in relation to the Away Day and the appointment of Colleen Strauss; none of the instances relied upon by her, either individually or collectively, amount to a breach of the implied term of trust and confidence. The constructive dismissal claim is therefore not made out. It also follows that the wrongful dismissal claim also fails as there was no dismissal at law.

41. Even if I had found in the claimant's favour, I would not have awarded any compensation for wrongful dismissal and would most probably have applied a significant *Polkey* reduction to any unfair dismissal compensation based on the claimant's conduct in accessing CH's email account. By any measure, accessing a colleague's email account and printing and retaining data from it without their knowledge or consent is a gross breach of trust and CH viewed it as such. The conduct was sufficiently serious to amount to gross misconduct and a repudiatory breach of contract. I reject as implausible the claimant's assertion that it was normal practice for the directors to access each other's emails and RH and CH categorically denied that this was the case. The claimant sought to justify her actions by arguing that she was acting in the best interest of the company as she believed the other directors were acting unlawfully. There was no basis for that belief. As I have already stated, it was not unlawful to explore ways of bringing her employment to an end. In any event, the case of Bolton School v Evans [2007] IRLR 140 CA makes clear that unauthorised access to a computer even for a genuine purpose is still misconduct.

42. The surreptitious way in which the claimant accessed the account, waiting until CH and RH had left the office, and the fact that she made no reference in her resignation letter to what she had done or the documents she had discovered suggests that she knew full well that what she had done was wrong. The claimant stressed as part of her case how important it was for there to be honesty and trust between the board members. Her actions demonstrated a clear lack of both on her part.

43. The case: Williams v Leeds United Football Club [2015] IRLR 383, following the well established position in Boston Deep Sea Fishing and Ice Co v Ansell (1888) 39 Ch D 339 A, held that if an employer subsequently discovers that, prior to a dismissal the employee had engaged in conduct amounting to a repudiatory breach, the employer is entitled to rely on that conduct in resisting a claim for damages for wrongful dismissal. I am therefore satisfied that had the claimant been dismissed, she would not have been entitled to damages for wrongful dismissal.

Judgment

44. My judgment is that the constructive dismissal and the wrongful dismissal claims fail and are dismissed.

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Employment Judge Balogun
Date: 2 June 2017