



KENYAN PREMIER LEAGUE

For the good of our sport and nation

Brookside Grove, Westlands

Box 5350 - 00506 Nairobi

Mobile: +254-700-313331

Mobile: +254-739-222000

e-mail: info@kpl.co.ke

web: www.kpl.co.ke

REPUBLIC OF KENYA

IN THE INDEPENDENT DISCIPLINARY AND COMPLAINTS COMMITTEE

CASE NO.05 OF 2016

IN THE MATTER OF COMPLAINTS BY

SOLOMON NASIO & 7 OTHERS..... CLAIMANTS

VERSUS

**AFC LEOPARDS SC (SUED THROUGH IT'S INTERIM MANAGEMENT
COMMITTEE).....RESPONDENT**

JUDGEMENT

HEARING DATE 13/06/2016

NJERI ONYANGO – MEMBVER (CHAIRING)

PENINAH WAHOME – MEMBER

ELIJAH GITONGA – MEMBER

WILLIAM ODENY – MEMBER

MICHAEL KIRWA – KPL SECRETARIAT (EX-OFFICIAL)

IN ATTENDANCE

1. E.S MAJANI ADVOCATE
2. P.K KYALO ADVOCATE
3. E.S WAMBILYANGA ADVOCATE
4. MAURICE OSUNDWA – SEC. IMC AFC LEOPARDS
5. NOAH WANYAMA – ORG. SEC. AFC LEOPARDS
6. MATHEWS OPWORA – CO- CHAIR AFC LEOPARDS

7. I.M. MUTISO – CHAIR, PLAYERS UNION
8. JERRY SAUTO – SEC GEN. PLAYERS UNION
9. SITUMA JAMES – VICE PRESIDENT PLAYERS UNION
10. DAN MAKORI – VICE SECRETARY PLAYERS UNION

IDCC. JURISDICTION

1. The Independent Disciplinary and Complaints Committee (I.D.C.C) is the Tribunal for resolving disputes in the game of football managed under the auspices of the Kenyan Premier League Limited (KPL).

2. IDCC is guided by Article 1.1 of the Rules of Kenyan Football Rules Which states “The Kenyan Football Federation Consists of Branches and clubs approved by the Executive Committee. All Branches and Clubs must apply and adhere to the Laws of the Game and Rules approved by the KFF and international Football authorities such as CECAFA, CAF and FIFA” (Any Reference to KFF should read to mean FKL until such time as FKL comes up with new rules)

3. Consequently the rules of law applied in deliberations of IDCC consists of Laws of the Game as approved by the Federation Internationale de Football (FIFA), the Rules of Kenyan Football, the Policy decisions made by the Kenyan Premier League Limited (KPL), the FIFA Disciplinary Code (FDC), other FIFA Rules and Regulations, the decisions of the Court of Arbitration for Sports (CAS) case Law from IDCC and other jurisdictions, The Laws of Kenya, the rules of natural Justice and other documentation in so far as such documentation adds relevant value to the particular circumstances of a given case

4. Where there is a discrepancy or conflict in any of the above, the FIFA Disciplinary Code, other FIFA rules and regulations and decisions of the CAS have precedence.

FACTS

5. By a claim filed by Solomon Nasio and 7 others, (hereinafter referred to as the Claimants) the Claimants state the issues in dispute to be.

- I. Unfair termination of employment contracts without just cause.
- II. Unpaid salary arrears.
- III. Breach of employment contracts and
- IV. Refusal by the Respondent to pay outstanding terminal benefits due to the claimant’s upon demand thereof.

6. The Claimant’s therefore pray for reliefs as follows.

- I. Unfair termination of employment contracts without just cause.
- II. Unpaid salary arrears.
- III. Breach of employment contracts and

IV. Refusal by the Respondent to pay outstanding terminal benefits due to the claimants upon demand thereof.

7. The Claimant's state that they were all Football players, engaged to play for the Respondent under various individual contracts with varied terms of remuneration and income.

8. The Respondent AFC LEOPARDS S.C (hereinafter AFC) is a Football club, a member of the FKF and KPL which also qualified to participate in the 2016 KPL Premier League.

9. The Claimants have with their application annexed their respective contracts. The Contract documents are all standard form instruments with similar provisions which are agreed between the KPL and clubs participating in the KPL Premier League . Relevant sections of the said contacts shall be reviewed below.

10. The claimants contract periods and remuneration as seen from the documents filed are as follows:

I). Solomon Nasio 1 year contract from 01/01/2016 TO 31/12/2016 at a salary of Kshs 47,000/= per month.

II). Clement Kabemba, 1 year contract from 01/01/2016 to 31/12/2016 at a salary of USD 800 or Kshs 70,000 /= per month.

III). Simon Mwalimu Shikuku 2 years contract from 30/06/2015 to 30/06/2017 at Kshs 30,000 per month.

IV) Emmanuel Onyancha Obiero 2 years contract 01/01/2016 to 31/12/1017 at Kshs 40,000/= per month

V). Eugene Musilwa contract from 30/06/2015 to 30/06/2017 at Kshs 40,000/= per month.

VI). Khalid Jumaan Ali 3 years from 01/01/2015 to 31/12/2017 at Kshs 70,000/= per month.

VII) Daniel Kiptoo Kandie 2 years from 01/02/2016 to 31/12/2017 at Kshs 45,000/= per month

VIII). Kevin Aketch Migunde, 2 years from 01/02/2016 to 31/12/2017 at Kshs 35,000/= per month.

11. According to the Claimants they each received a letter of termination of their contracts of employment sometime in mid-May 2016, (18th May) notifying each of the termination of their contracts the letters stated.

"With reference to your contract of employment as a player with the club, the club hereby terminates your employment on notice with immediate effect. this is executed with respect to the provisions of your contract with the club that gives either party the right to terminate the contract by giving (1) month notice or payment of one (1) months' salary in lieu.

Your last working day with the club will be 31st May, 2016. You will be paid for the days worked in May, 2016. The notice may be waived upon request by you and be paid in cash.

In behalf of the club, I would like to thank you for the services rendered during your stay. We wish you well in your future endeavors.”

12. The letters were stated to be signed by Douglas Simiyu for the Interim Management Committee of AFC, issued on the letterheads of AFC.
13. It is notable that save for the letter to Emmanuel Onyancha dated 1st May, 2016, none of the other letters were dated. There is no indication of date of service of those letters upon the claimant and on that point, the only evidence of service and date of service is that from the Claimants that they received the letters on or about 18th May 2016.
14. The Claimants also state that before receipt of the letters aforesaid, they had seen on 18/5/2016 postings trending in the social media stating that AFC had “chopped” off 13 players to give way for new signings when the June Transfer Window opens. Their names featured in the posting. They received their letters later that day.
15. By letters dated 23rd May, 2016 the Claimants through their Advocates on record wrote demand letters, served on the same day on the Respondent setting out their claims. The letters stated that the Claimants were on fixed term contracts of employment, for the periods set out above and specifically noted the breach of clause 21 of the contracts and the fact that no reason for termination was specified. They also stated that the letters of termination were at variance with the express terms of the employment contracts, FIFA Regulations on the status and Transfer of players, Employment Act 2007, Fair Administrative Action Act 2015 as read with Article 47 of the Constitution of Kenya.
16. In each of the demand letters the Specific Monetary claim for each claimant was worked out and specifically claimed. The claims were as follows:

a) Solomon Nasio	Kshs 940,000/=
b) Clement Kabemba Mata	Kshs 1,400,000/=
c) Emmanuel Onyancha	Kshs 1,280,000/=
d) Simon Shikuku	Kshs 780,000/=
e) Musilwa Eugene	Kshs 1,055,000/=
f) Khaled Jumaan Ali	Kshs 2,240,000/=
g) Daniel Kiptoo Kandie	Kshs 1,440,000/=
h) Kevin Aketch Migunde	Kshs 1,120,000/=
17. A response to the demand letters from AFC is dated 25/5/2016. It stated in part that
“It is true these are or our former players.
That their employment contract was terminated by the club due to poor performance following a recommendation by the coach”,
That these contracts were terminated in line with the provisions of the contract that allow either party the opportunity to terminate the contract by a one month notice.

We also wish to state the players voluntarily signed the release letters to go for greener pastures

We wish to state that as a club we never did not [SIC] violate any of our [SIC] contractual obligations.”

18. With the foregoing the claimants seeing no likelihood of a settlement and in view of the impending change of office bearers of AFC, filed their claim under a certificate of urgency.

19. In view of the urgency of the matter as per reasons set out in the certificate of urgency, a preliminary meeting was called for between the claimants Advocates and AFC secretary to the IMC before Mrs. Njeri Onyango IDCC member, in the presence of Jack Aguda the CEO KPL, on 7th June 2016. At this meeting, parties agreed to explore settlement in regard to arrears of payment due to the Claimants and to file the outcome thereof at the full hearing. It was also agreed and directions given for the parties to file all their respective documents and their written submissions. A hearing date was set for 13th June, 2016 at 2.30 pm by consent.

20. At the hearing on the 13th JUNE 2016, the claimants advocates had filed and served their documents and written submissions. AFC had neither filed any Reply to the claims nor submissions, nor had any agreement been arrived at regarding the claim for arrears. Parties requested for time to discuss, which was granted and after consultations a consent in regard to Claimants arrears and notice payment up to and including June 2016, was arrived at and recorded. The claimants were to receive payments on or before 17th JUNE 2016 as follows:

1. SOLOMON NASIO	141,000
2. CLEMENT KSBEMBAMATA	500,697
3. SIMON MWALIMU SHIKUKU	150,697
4. KHALID JUMAAN ALI	809,852
5. EMMNUEL ONYANCHA	120,000
6. DANIEL KANDIE KIPTOO	135,000
7. EUGENE MUSIWA	185,000
8. KEVIN AKECH MUGUNDE	<u>105,000</u>
TOTAL	2,145,582

21. With the foregoing, the issue thus left for determination was whether or not there had been a breach of the contracts of employment and if so whether or not the Claimants were entitled to claim damages for wrongful termination of their contracts and payment for the balance of their contract periods.

22. The AFC representatives sought more time to consult the IMC membership and also negotiate with the claimants Advocates on the balance of the claim

aforestated, after further negotiations failed. The matter proceeded to hearing as the request for adjournment was not allowed.

23. The Claimants Advocate fully relied on the documents filed with the claim, which have been referred to above. These included the Claimants respective contracts, the respective letters of termination of contracts, the correspondence exchanged and the various FIFA statutes, the Kenya Employment Act 2007, the Constitution of Kenya and the Fair Administrative Action Act 2015.
24. They also relied on the written submissions filed and the various awards of the FIFA Dispute Resolution Chamber (DRC) and CAS.
25. In their short highlighting of submissions they referred IDCC to Articles 12, and 6 of FIFA regulations on the status of Transfer for players. They urged the Committee to stand up for players to protect their rights in order for the rule of law and respect for the Law to stand.
26. In reference to Article 17 of the FIFA Regulations, they submitted that in the decided cases, the parties in breach had been condemned to pay for such breach and remuneration for time left in the contracts up to a maximum of 5 years.
27. They did concede that the FIFA Regulations do accept application of the relevant Law of the Country and based on that urged the Committee to allow for and order payment for the claimants for the unexpired period of their respective contracts. They referred to Section 49 and 55 of the Employment Act 2007.
28. Regarding Media reports that A.F.C is to recruit other players the Claimants Advocates urged the IDCC to impose a stay on recruitment until the claimants are paid.
29. The Respondent in a short reply asked for fairness. That the IDCC should put into consideration the open transfer window from JUNE 2016, that by the foretasted consent to pay up to JUNE, the players have been adequately compensated more so as payment will be fast tracked by 17th June.
30. Further the Respondents representatives urged the IDCC to note that the arrears that form the bulk of the payments are arrears the AFC IMC had inherited from the previous club administration and also to note the current precarious financial position of AFC.
31. It was further submitted that whereas it is conceded that the letters of termination were defective, AFC had a right under the contract to terminate the contracts.

32. IDCC has reviewed the various statutes of FIFA and the Regulations, the respective Contracts of the Claimants and the Kenya Employment Act 2007 together with all the case Law relied upon by the Claimants. The Respondent did not file nor refer to any decisions.
33. The respective contracts of the Claimants contain similar provisions. In the Contracts the following provisions bear importance to this claim.
- i) a contract is defined as the fixed term contract of employment with the club. – clause 2.2.1
 - ii) Clause 2.2.8. Football rules shall mean the Constitution, statutes and Rules and Regulations of the KPL, FKL, CAF and or FIFA as amended from time to time.
 - iii) Clause 2.2.11- period of contract shall mean the period recorded in the schedule of this contract.
 - iv) Date of Termination (clause 2.2.12) shall mean the date this contract expires as recorded in the schedule to this contract
 - v) Clause 2.3 – This agreement will be construed according to the Laws of the Republic of Kenya, but in light of and in accordance with the football rules generally and KPL rules specifically.
34. Turning to the claim herein and the specific prayers, we note that the consent entered into on 13/6/2016 has dealt with issue of arrears and notice period up to June 2016. The claimants Advocates thus addressed the Committee on the issue of damages for wrongful termination and prayed for payment till the end of the respective contracts for each claimant.
35. The identical letters of termination of contract as quoted above, have not cited any reason for termination, but have stated that the action is taken in accordance with provisions of the contract where either party can terminate by giving 1 month notice or payment of 1 month salary in lieu. This committee cannot find such a proviso in the said contracts. Indeed, the contracts state that they are fixed term contracts and on Termination of Employment Clause 21 and 21.1 provide that this is a fixed term contract, the club may terminate this agreement by giving of 1 (one) month's written notice prior to its expiry if:
"21.1 The footballer is found guilty of misconduct justifying dismissal".
36. The contracts also provide for grounds for "summary" dismissal and relevant process and manner of achieving the same. Clause 13 on Disciplinary process recognizes that the process shall be premised on employment justice and need to protect footballers from arbitrary and unfair disciplinary action while recognizing the need for efficient operation of the club, and its entitlement to satisfactory conduct and work performance from each player. The process must create certainty and consistency in the process to ensure players are treated fairly. To our mind, these provisos envisage a process of hearing, in order to "find" a player guilty of misconduct or breach.

37. Under Clauses 14.1, and 14.2 the process is outlined and includes counseling and oral warning. While clauses 14.3 to 14.3.0 allow for written warnings to a player to desist from specified action or non-action, and notifying that if the same does not cease the player may be dismissed. The contract recognizes that a player may be dismissed or suspended for serious misconduct even on a first occurrence. Clause 14.4.1 to 14.4.3.7 set out the instances for such action and what actions need to be taken.
38. In the absence of a specification in the letters of termination as to the grounds or reasons for termination and the failure by AFC to file any response to the claims, one can only speculate as to the reasons for the same. Speculation is not the role of the IDCC. In the letter of AFC dated 25/5/2016 in response to the demand letters issued by the claimants Advocates, AFC sets out the reason for termination as lack of performance. The club by the very contracts of employment is obliged to provide the player with an opportunity to train to improve and perform well which includes taking a player for counseling. Under clause 18, a player cannot be terminated for underperformance until he is given the opportunity to be heard, appropriate instructions, training guidance or counseling to enable him to attain a satisfactory standard, and be allowed "reasonable" time within which to improve to required standards. In this regard there is no indication from AFC that those specific actions to grant time to perform were taken nor is there even an indication that performance was wanting.
39. In the various fairly relevant authorities relied upon by the claimants Advocates it is clear that termination of a contract has to be premised on a just cause. FIFA Regulations also provide for unilateral termination of contract on "just cause". Regarding this, FIFA commentary on defining "just cause" includes persistent failure to adhere to instructions or accumulated violations, having an uncooperative attitude towards the Club and other players, or absenteeism from training without reason. In the Present instance, none of these instances can be claimed or shown. The letters of dismissal are silent. The provisions of S.46 of the Employment Act are also instructive on this point.
40. With the foregoing in mind this Committee finds that, the letters of dismissal which in any event have been admitted by the AFC representatives to have been defective were issued contrary to the contracts of employment held by the Claimants, they are in violation of the express FIFA rules and the requirements of the Employment Act 2007. Particularly sections 43, 44 and 45. The entire process of termination of the contracts fail the test of procedural and substantive fairness as envisaged by Section 45 (2) of the Employment Act and the expectation of fair employment under the Constitution.

41. The Claimants have referred to various decisions by CAS and the DRC. They have also conceded the application to FIFA rules relating to the status and Transfer of players. Rule 13 emphasizes the need to mutual respect of the contracts of employment, while Article 16 restricts termination of contract during the season. "A Contract cannot be unilaterally terminated during the course of a season". The act of issuance of the letters of termination by AFC Mid-Season is therefore in breach of the said FIFA regulation.
42. The response by AFC dated 25/5/2016 alleged that the players voluntarily; signed the release letters to go for greener pastures. It has not been shown what this voluntary signing was and if it meets the requirements for mutual agreement to terminate the contracts. In any event the claimants state otherwise that they had no opportunity to be heard and were unceremoniously served with the said letters of termination of contract suddenly on 18/5/2016 about 10 am. AFC cannot therefore show that there was mutual agreement to terminate the contracts.
43. Article 17(1) of the FIFA rules and regulations provides that a party in breach shall pay compensation for such breach as provided for in the contract which compensation shall be calculated with due consideration for the Law of the Country concerned, the specificity of the sport and any other objective criteria. These criteria shall include in particular any other benefits due to the player under the contract, the time remaining in existing contract up to a maximum of 5 years.
44. The contracts of employment of the claimants all provide at clause 2.3 for the construction of the agreements according to the Laws of the Republic of Kenya, applicable to the agreement. It is therefore the view of the IDCC that it is permitted to rely on Kenyan Law being the Employment Act 2007 and the interpretations and decisions emerging from the Industrial and Labour Relations Court in Kenya.
45. Section 49 of the Employment Act 2007 provides for the possible remedies where the dismissal or termination of a contract of employment is deemed to be unjustified. Section 50 of the said Act requires the Industrial Court to be guided by the provisions of s.49 when determining a suit relating to dismissal or unfair termination of service.
46. In determining what orders as to compensation can be made, S.49 (4) inter alia allows that consideration may be given to
- The employee's length of service with the employer
 - The reasonable expectation of the employee as to the length of time for which his employment with that employer might have continued but for termination.

- The opportunities available to the employee for securing comparable or suitable employment with another employer.

47. The committee has considered the submissions of the claimants Advocates for an award equivalent to the unexpired period of the contract based on the FIFA rules and the CAS and DRC decisions relied upon. The committee however notes that the FIFA regulations allow for reliance on rules or laws of Kenya regarding the matter. The relevant provisions in Kenya are therefore the provisions of S.49 (1) (C) of the Employment Act as read with Section 49 (4).

48. The Claimants did not refer to any local decisions on the point. The IDCC having elected to rely on Kenyan Law has looked at the various decisions of the Industrial and Labour Relations court; The decision of Justice Radido Stephen in the case of MARY MWITANO MWENDWA VS AYUDA NINOS DE AFRICA [CAUSE NO. 58 OF 2014 (ORIGINALLY NRB CAUSE NO 428 OF 2012) [2013] eKLR. makes good sense in view of the issues herein and adequately sums up the position pertaining to Kenya suitably. The Hon Judge set to consider whether general damages are payable under the provisions of The Employment Act 2007, together with salary for unexpired period of contract as damages for wrongful dismissal. He stated

“ My answer to the question is that whatever the label, the court under the Industrial Court Act has been allowed to award damages and compensation but subject to the Industrial Court Act or any other written Law. And the damages or compensation is capped by the Employment Act to the equivalent of a maximum of twelve Months gross wages.”

49. In the said case under consideration by the Judge, the Claimant had sought and particularized loss of salaries for the first 9 months of the contract and remaining durations of the contract. The Judge evaluated comparative situations obtaining in other jurisdictions (South Africa and England) and the Law in Kenya pre and post 2007 and in analyzing the Employment Act 2007 the Judge expressed himself as follows

“Section 49 of the Employment Act provided remedies for wrongful dismissal and unfair termination. The three main remedies are the equivalent of a number of month’s wages not exceeding twelve months based on the gross wages, reinstatement and re-engagement. The Act has not made reference as to whether the equivalent of wages not exceeding twelve months is compensation or damages. By practice the award is usually referred to as compensation but technically it would still qualify as damages.

The question is whether the remedies set out in Section 49 of the Employment Act are exhaustive of the remedies the Court can grant for wrongful dismissal and unfair termination and if these remedies are not exhaustive can the Court

relying on Section 12 (3) (VIII) of the Industrial Court Act award other remedies such as loss of earnings/income.

Or to put it in another way is loss of earnings a remedy contemplated under any written Law.

My answer is that indeed loss of earnings/income is a damage which can be awarded by the Court but such damages is capped at the equivalent of twelve months gross wages irrespective of the duration of a particular contract . I do not see any policy or legislative reason why those on fixed term contracts should be treated any differently. It would not be fair to award those on fixed term contracts loss of earnings for balance of unserved contract and deny those in definite or permanent contracts who are unfairly or wrongfully dismissed, say with a balance of thirty years to retirement differently.”

50. These pronouncements appeal to this Committee in the circumstances of the present claim.

51. In regard to the claim by Khalid Jumaan Ali for unpaid signing on fees/bonus of Ksh 300,000/=, we note that the same was not addressed in the submissions and neither is there any document filed which can support the claim. We are unable to grant the same based on the available documents. We however hope that the same was addressed in the consent recorded on 13th June, 2016.

52. The Committee also finds it appropriate to address the fear expressed by the Claimants regarding the impending change of office bearers at AFC. AFC LEOPARDS FC is a registered club and is also required to be registered under the Sports Act 2013. It is thus a body Corporate with perpetual succession. Any liabilities to players bind not only the current IMC but any other persons who may come to office by election or other means.

53. In the end and taking into account the payments agreed to be paid to the claimants' under the consent order made on 13th June 2016 referred to above and further considering the open transfer window available from 2nd June to 2nd July 2016, the Committee holds that in the circumstances of Kenya and the particular status of Kenyan football as well as of both the Claimants and AFC it would be reasonable to award each of the Claimants for unlawful termination of their respective contracts the equivalent of 6 months' salary based on each Claimants salary as set out in the contracts. In so doing, the Committee considers that the FIFA requirement not to terminate a contract before end of the Season shall also be met and that the period will well go into the next transfer session before the 2017 season.

54. The Claimants also asked IDCC to impose a stay on signing of new players until the claimants are paid. The Claimants do not claim a right to remain in their contracts but rather payment for unlawful termination. Consequently it would be

double punishment on AFC for the Club to be barred from effecting signings in the current limited transfer window ending on 2nd July 2016. Whereas FIFA rules would permit the same, and indeed in one of the cited cases such step has been taken, the Committee is of the view that in the circumstances of Kenya and of the Particular case, such an order would effectively go against the principle of proportionality in decision making. The Claimants have a right to employ available means of execution of the judgment in the event of default of payment.

55. In order to facilitate the claimants acquisition of alternative employment within the current transfer window and in view of the foregoing view in regard to imposition of a ban on player signing by AFC, it would equally be disproportional for AFC to fail, decline or withhold issuance of certificate of service and Release Letters to the Claimants. Section 51 of the Employment Act 2007 imposes an obligation upon the employer to issue an employee a certificate of service upon termination of his employment unless the employment has continued for a period of less than four consecutive weeks. All the Claimants Contracts have gone for over that prescribed period of four weeks. Consequently they are entitled to issuance of Certificates of Service and Letters of Release. Such Certificates and letters of release shall be issued forthwith and in any event not later than 21st June 2016.

56. Having made the above findings , the Committee makes the following orders

a) AFC shall pay each of the claimants the sums set out in the Consent order recorded on 13th June, being the agreed payment in respect of salary arrears and notice up to June 2016 in terms of the said consent

b) That AFC shall pay each of the claimants an equivalent of 6 months' gross salary based on each claimant's salary as at the date of termination, being compensation for unlawful termination of their contracts of employment as follows

1) SOLOMON NASIO	KSHS 282,000/=
2) CLEMENT KABEMBA	" 420,000/=
3) SIMON SHIKUKU	" 270,000/=
4) EMMANUEL ONYANCHA	" 240,000/=
5) KHALID JUMAAN ALI	" 420,000/=
6) DANIEL KIPTOO KANDIE	" 270,000/=
7) EUGINE MUSILWA	" 180,000/=
8) KEVIN OKECH MIGUNDE	" 180,000/=

c) The claimants shall be paid costs assessed at KSH 100,000/= simultaneous with the payments set out at (b) above

d) In the event that AFC fails to make payment of any of the sums set out herein above, KPL shall withhold all funds due to AFC from KPL and remit the same to the Claimants Advocates in settlement hereof until full payment

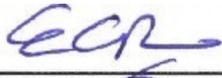
- e) In the event that AFC fails to execute the relevant release letters for the players as set out herein, KPL shall immediately prepare ,sign and issue satisfactory release letters for each of the claimants.

DATED THIS.....**17th**..... DAY OF**June**..... 2016

Ms. Njeri Onyango
Chairing



Dr. Elijah Gitonga
Member



Ms. Peninah Wahome
Member



Mr. William Odeny
Member