UNITED NATIONS APPEALS TRIBUNAL
TRIBUNAL D'APPEL DES NATIONS UNIES

Judgment No. 2019-UNAT-951

Allen

(Appellant)

v.

Secretary-General of the United Nations

(Respondent)

JUDGMENT

Before:	Judge Graeme Colgan, Presiding Judge Dimitrios Raikos Judge Sabine Knierim
Case No.:	2019-1248
Date:	25 October 2019
Registrar:	Weicheng Lin

Counsel for Mr. Allen:	Brandon Gardner, OSLA
Counsel for Secretary-General:	Nathalie Defrasne

JUDGE GRAEME COLGAN, PRESIDING.

1. Michael Allen has appealed against Judgment No. UNDT/2019/029, rendered by the United Nations Dispute Tribunal (UNDT or Dispute Tribunal) in Nairobi on 22 February 2019, which dismissed his claims against the Secretary-General. Before the 2016 non-renewal of his fixed-term appointment, Mr. Allen held a senior role with the United Nations Office for Project Services (UNOPS) as Country Director for its Somalia Programme based in Mogadishu. The Secretary-General's actions, which Mr. Allen challenged in the UNDT, were three: first, to place adverse material on his personnel file without providing Mr. Allen with an opportunity to refute it; second, to place him on Special Leave with Pay; and, third, to not renew his appointment at the expiry of his fixed-term appointment. Mr. Allen succeeds in his appeal. We rescind the Respondent's non-renewal of Mr. Allen's appointment, award in-lieu compensation in the amount of six months' net base salary and direct the removal from Mr. Allen's personnel file of any information that is inconsistent with the terms of our Judgment.

Facts and Procedure

2. At the time of the events giving rise to this case, Mr. Allen was the Country Director for the Somalia Programme under the UNOPS, Kenya Operations Hub (KEOH). He served at the P-5 level on a fixed-term appointment and was based in Mogadishu.

3. In April 2016, two cartoons appeared attached to health and safety posters on a noticeboard in a conference room at premises under Mr. Allen's overall control. There is no evidence of who placed these cartoons there. Mr. Allen denies it was he and it appears to be accepted now by the Respondent that there is no evidence to contradict that. Mr. Allen denied and continues to deny that he was aware of these cartoons, but the Respondent says he was, or must have been, aware of them but failed to remove them and/or to take appropriate action over their placement. The cartoons were arguably humorous in their denigration of staff and used the word "fuck", or variations of this word, when generically describing staff.[1] The appearance, content and continued presence of these cartoons formed the first ground for the adverse actions ultimately taken against Mr. Allen.

[1] The cartoons did not refer to identifiable individual United Nations staff members or to United Nations staff generally.

4. On 4 June 2016, the Mogadishu International Airport, where UNOPS and other United Nations organizations worked, came under a standoff attack. More than one hundred staff members, including the Special Representative of the Secretary-General, gathered in a bunker for safety reasons. In this bunker, Mr. Allen repeatedly shouted in anger at a UNOPS colleague. He repeatedly used the word "fucking". Eventually, the UNOPS Field Security Advisor separated Mr. Allen from the other staff member.

5. On 10 June 2016, Mr. Allen had a Skype conversation with the Deputy Director for UNOPS' Human Resources Department (People and Change Group) (Deputy Director) in which he was informed that a formal complaint had been filed against him for abuse of authority.[2]

6. On 8 July 2016, Mr. Allen was informed by the Deputy Director, with Mr. Allen's supervisor in attendance, that he was being removed from Somalia and would be placed on Special Leave with Pay. The reason given for this decision was that a formal complaint had been filed against him for abuse of authority.[3]

7. On 11 July 2016, Mr. Allen received a letter from the Deputy Director stating as follows:

> I refer to our discussion of 8 July ... where you were informed of the decision below, and also to the conversation we had on 10 June 2016 regarding:
>
> a. Your shouting at a colleague using offensive words in the presence of a large number of UN colleagues, including the Special Representative of the Secretary-General. You admitted this.
>
> b. Photographs showing that you had attached cartoons with offensive captions (i.e. "From now on we'll fuck things up my way!" and "Some days I feel like I am surrounded by fucking idiots. Other days I realise...it's not just some days.") to UNOPS health and safety posters in the UNOPS office. You denied that you had attached these cartoons, but admitted that these cartons were attached to the posters. I note that even assuming that it was not you who attached the cartoons, you as UNOPS Country Director are responsible for ensuring a harmonious working environment, free of intimidation, hostility[,] offence and any form of prohibited conduct.
>
> The Executive Director has decided that your conduct is highly inappropriate, especially for a UNOPS Country Director. The Executive Director also noted that you had been previously warned about your behaviour.

[2] No investigation panel had been established nor were any documents provided to Mr. Allen in this regard. Indeed, there was no further communication of any kind from the UNOPS-Headquarters or UNOPS Kenya on this matter until 8 July 2016.
[3] No evidence was provided to substantiate that the complaint had actually been filed.

> In view of the forgoing, the Executive Director has decided that it is in the interest of the Organization to place you on special leave with full pay with immediate effect for the remainder of your appointment. The Executive Director has also decided that your appointment will not be renewed when it expires on 9 October 2016. Your supervisor…will contact you shortly to arrange for the handover of your responsibilities

8. Mr. Allen understood that the letter was to be placed in his personnel file.

9. On 2 September 2016, Mr. Allen requested management evaluation of the decisions to grant him Special Leave with Pay and to not renew his appointment based on unproven allegations and without affording him any due process rights. On 26 September 2016, the Management Evaluation Unit upheld UNOPS' decisions.

10. On 7 December 2016, Mr. Allen filed an application with the UNDT challenging the Secretary-General's decision i) to place adverse material in his personnel file without providing him with the opportunity to rebut it; ii) to place him on Special Leave with Pay; and subsequently iii) not to renew his appointment on the basis of unsubstantiated allegations.

11. On 22 February 2019, the UNDT issued Judgment No. UNDT/2019/029 dismissing Mr. Allen's application. The UNDT found that the Secretary-General had complied with the *audi alterem partem* principle[4] in that Mr. Allen had been well aware of the complaints that had been lodged against him, he had been confronted with each claim and responded thereto, he had been repeatedly warned about his unprofessional behaviour and performance issues, yet failed to heed to these warnings.

12. The UNDT found no merit in Mr. Allen's claims that the decisions were disciplinary sanctions and that the Administration had effectively sanctioned him without any formal process. Rather, they were in fact non-disciplinary decisions flowing from Mr. Allen's poor performance, as supported by *Morsy*[5] and *Assale.*[6] The UNDT also rejected Mr. Allen's claim that there had been no performance improvement plan on the grounds that under the Appeals Tribunal's jurisprudence, absent any specific provision in the applicable rules, there was no obligation for the Administration to take remedial measures before deciding not to renew a contract due to poor performance; and Mr. Allen had failed to cite any specific provision setting out any such obligation.

[4] Literally "hear the other party" but interpreted in the context of this case in the same sentence above.
[5] *Morsy v. Secretary-General of the United Nations*, Judgment No. 2013-UNAT-298.
[6] *Assale v. Secretary-General of the United Nations*, Judgment No. 2015-UNAT-534.

13. The UNDT recalled the Appeals Tribunal's jurisprudence in *Sarwar,*[7] which sets out the conditions in which the Administration may separate a staff member for unsatisfactory performance and cautions against using a formalistic approach. The UNDT was satisfied that the Administration had complied with UNOPS AI/PCG/2015/3 (Performance Management and Appraisal for staff members - Instructions and Procedures) which requires supervisors to provide continuous feedback and review in order to highlight instances of poor performance prior to any evaluation and certainly prior to any possibility of non-renewal on those grounds. Such review should be recorded in writing and updated as necessary. The UNDT found that the discussions between Mr. Allen and his supervisor show that this had indeed been done. The UNDT concluded that the non-renewal of his appointment due to poor performance was lawful.

14. As to the decision to place Mr. Allen on Special Leave with Full Pay, the UNDT was satisfied that the decision was also lawful under Staff Rule 5.3(f) which provides that "[i]n exceptional cases, the Secretary-General may, at his or her initiative, place a staff member on special leave with full or partial pay or without pay if he or she considers such leave to be in the interest of the Organization". The UNDT held that a Country Director who conducts himself as Mr. Allen did, qualifies as "an exceptional case" and it was in UNOPS' interest to have Mr. Allen on Special Leave with Full Pay, to protect UNOPS personnel and to avoid further damage to UNOPS' reputation and that of the United Nations in general.

15. Finally, the UNDT found that the "no difference" principle applied to Mr. Allen's case. Even assuming that UNOPS should have used its standard performance evaluation process before deciding not to renew Mr. Allen's contract, the evidence in this case was so clear and overwhelming that any such performance evaluation would have concluded that Mr. Allen's performance was indeed unsatisfactory, and he would still have been separated from service for unsatisfactory performance. The UNDT concluded that the "no difference" principle set out in *Michaud*[8] resulted in the contested decision being lawful.

16. Mr. Allen appealed the UNDT Judgment to the United Nations Appeals Tribunal (the Appeals Tribunal) on 8 April 2019, and the Secretary-General filed his answer on 7 June 2019.

[7] *Sarwar v. Secretary-General of the United Nations*, Judgment No. 2017-UNAT-757.
[8] *Michaud v. Secretary-General of the United Nations*, Judgment No. 2017-UNAT-761.

Submissions

Mr. Allen's Appeal

17. The UNDT erred in law by concluding that the Administration's non-renewal decision for poor performance without utilizing the standard performance evaluation was lawful. Where a staff member's non-renewal is based on his or her poor performance, the Administration is obliged to present a performance-related justification for the non-renewal decision. In order to justify a decision of non-renewal based on poor performance, informal feedback to a staff member is not sufficient and the Administration is obliged to produce a performance document which highlights the poor performance.

18. Under Section 10.3 of UNOPS Organizational Directive No. 38 (rev.3) (UNOPS Personnel Performance Management Policy), supervisors and personnel are expected to have regular performance and development discussions, to discuss work plan objectives, progress and performance, learning and development activities. Pursuant to UNOPS AI/PCG/2015/3, the supervisor is required to provide continuous feedback and review in order to highlight instances of poor performance prior to any evaluation and certainly prior to any possibility of non-renewal on those grounds. Such review should be recorded in writing and updated as necessary.

19. In Mr. Allen's case, none of the performance management tools were used. He was never informed that his performance was poor, neither verbally nor in writing. There was no mid-point review undertaken and no final assessment, which meant that Mr. Allen had no ability to rebut a poor performance grade if this was going to be used as the basis for an administrative decision not to renew his appointment. There was also no performance improvement plan initiated, to provide Mr. Allen the opportunity to correct any perceived performance issues prior to facing non-renewal based on poor performance. The UNDT erred in law in relying on *Assale* and *Morsy*, as both cases are clearly distinguishable because they involved staff members who had been documented in their ePAS as performing poorly throughout a performance cycle. In Mr. Allen's case, no evaluation was ever given, and no adherence to UNOPS AI/PCG/2015/03 was even attempted.

20. The UNDT also erred in relying on the test applied in the *Sarwar* case, which is also distinguishable from Mr. Allen's case. In *Sarwar*, the record showed that Mr. Sarwar's poor performance had been documented by two years of ePAS, including mid-point review and final

appraisal, two performance improvement plans, two rebuttals and two rebuttal panel decisions. As such, the Appeals Tribunal had myriad evidence to find that Mr. Sarwar failed to meet the required performance standard, was aware of that standard, was given a fair opportunity to meet the standard, and was terminated appropriately for poor performance. In Mr. Allen's case, the record does not include performance management documents, performance improvement plans, rebuttals or decisions of rebuttal panels. It consists only of descriptions of a few discussions (whose contents are disputed), the 11 July 2016 letter placing him on Special Leave with Full Pay and various irrelevant and out-of-context e-mails introduced by UNOPS as evidence of poor performance, even though performance as such is never mentioned in any of the documents. Likewise, the record shows no discussions on performance standards or evidence that Mr. Allen was provided a fair opportunity to meet any such "standard".

21. The UNDT exceeded its competence and erred in law by finding that even if UNOPS should have used its standard performance evaluation process before deciding not to renew Mr. Allen's contract, the evidence in this case was so clear and overwhelming that any such performance evaluation would have concluded that Mr. Allen's performance was unsatisfactory, and he would still have been separated from service. By making this finding, the UNDT went beyond the appropriate scope of judicial review, by substituting its own determination on the issue of poor performance. Whilst the Administration was bound to follow the provisions laid out in UNOPS AI/PCG/2015/03, the Dispute Tribunal effectively ignored any procedural requirement to determine that non-renewal based on poor performance was in any event lawful under the "no difference" principle.

22. If the Administration can avoid its obligation to establish evidence of poor performance for a non-renewal decision through the normal performance management tools and proffer random e-mails instead, and then have that conduct sanctioned by the Tribunals under the "no difference" principle, staff members' procedural due process rights have been eviscerated. As Mr. Allen has never been provided his due process rights to challenge the Administration's finding that he performed poorly, he has not been afforded the opportunity to challenge the findings underpinning the decision not to renew his appointment for poor performance. An appropriate judicial review on procedural fairness would have established this fact, which the UNDT has not done.

23. Mr. Allen asks that the Appeals Tribunal vacate the UNDT Judgment in its entirety, order that the decision to separate him from service be rescinded and that all adverse material be removed from his personnel file. In the alternative to rescinding the decision separating Mr. Allen from service, Mr. Allen seeks compensation in the amount of one year's net base salary, at a minimum, for the Administration's hastily executed and unjustified decision.

The Secretary-General's Answer

24. The UNDT correctly concluded that the decision not to renew Mr. Allen's fixed-term appointment was lawful. In accordance with Staff Regulation 4.5(c) and Staff Rule 4.13(c), a fixed-term appointment carries no expectancy of renewal. The principle that a fixed-term appointment carries no expectancy of renewal is particularly true in cases where staff members are subject to a probationary period. In such cases, as in the present, staff members are under a specific notice that the probationary appointment does not carry any expectancy of renewal. As such, UNOPS was under no obligation to renew Mr. Allen's fixed-term appointment at the end of his probationary period. He was given notice of the non-renewal on 11 July 2016, that is three months before the end of his fixed-term appointment. Considering Mr. Allen's senior position and his inability to conduct himself appropriately, the decision of the UNOPS Executive Director not to renew Mr. Allen's fixed-term appointment at the end of his probationary period constituted a reasonable exercise of her discretion.

25. Furthermore, as correctly referred to by the UNDT, the Appeals Tribunal has set out, in *Sarwar*, the standard for the Administration to lawfully terminate or, in the present case, not renew the appointment of a staff member for poor performance. In the present case, Mr. Allen could reasonably be expected to be aware of the performance standard required from him. He was the UNOPS Country Director in Somalia. As the head of the office, it was his responsibility to act as a leader and a role model by upholding the highest standards of conduct; to guide and motivate his staff; and to ensure a harmonious workplace based on mutual respect and free of intimidation, hostility, offence and any form of prohibited conduct.

26. While given a fair opportunity, he failed to meet that standard. His communication with colleagues and his supervisor shows that he was uncooperative, disgruntled and had outbursts of anger. Mr. Allen himself acknowledged, in an e-mail exchange with his supervisor in March 2016, that he held grudges and was unable to change. In response to the tone used by Mr. Allen and his attitude, his supervisor warned him that his behaviour was inappropriate. On

another occasion, Mr. Allen was requested not to hold grudges. He was also called by the Deputy Director to discuss the specific situations which ultimately led to his non-renewal. These incidents revealed how Mr. Allen's behaviour was unbefitting of a Country Director, how it put the security of staff members at risk and how he failed to uphold his responsibility to ensure a harmonious working environment, free of intimidation, hostility and offence.

27. Moreover, Mr. Allen has failed to establish any error in the UNDT Judgment warranting the reversal of the Judgment. First, Mr. Allen has failed to establish that the UNDT erred in upholding the non-renewal decision for poor performance. The Appeals Tribunal has set up principles to review the lawfulness of decisions of termination or non-renewal of fixed-term appointments based on poor performance whether the standard performance evaluation tools were used or not. In setting up those principles, the Appeals Tribunal has held that the Secretary-General had to provide sufficient proof of incompetence, usually on the basis of a procedurally fair assessment or appraisal establishing the staff member's shortcomings and the reasons for them. The use of performance evaluation tools is normally the process used to justify actions taken in response to unsatisfactory performance.

28. However, if such tools have not been used or not properly used, the Appeals Tribunal has held that the Administration bears the burden of proof that the evaluation of a staff member's performance is nonetheless objective, fair and well based. In the present case, Mr. Allen joined UNOPS on 10 October 2015 and since he was in his first performance evaluation cycle, he did not have any official record of his performance. Nevertheless, from at least March 2016, Mr. Allen's supervisor repeatedly warned him, in writing, about his behaviour and provided continuous feedback. Mr. Allen was given multiple chances to improve his conduct and to provide explanations about his behaviour. His performance was discussed with him and the decision not to renew his fixed-term appointment was properly based on a fair and objective evaluation of his performance. In light of the foregoing, Mr. Allen has failed to establish that the UNDT erred in upholding the non-renewal decision for poor performance.

29. Mr. Allen has also failed to establish that the UNDT erred in applying the "no difference" principle. At the outset, the decision not to renew Mr. Allen's fixed-term appointment was lawful and was based on a fair, objective and well-based evaluation of his performance as a leader. That being said, the Appeals Tribunal has repeatedly accepted the possibility to uphold a reasonable decision when the said decision is an irrefutable foregone conclusion and the lack of due process would have made no difference in the decision. In the present case, considering Mr. Allen's role

of leader in a difficult and dangerous duty station, it was essential and vital for him to stay cool-headed, be respectful and to promote a harmonious environment, free of intimidation, hostility and offence. The evidence irrefutably shows that he had failed to do so. The UNDT, therefore, correctly found that the use of the standard performance evaluation process would have made no difference and Mr. Allen would still have been separated from service. In light of the foregoing, Mr. Allen failed to establish that the UNDT erred in applying the "no difference" principle.

30. The Secretary-General requests the Appeals Tribunal to affirm the Judgment, and to dismiss the appeal in its entirety.

Considerations

31. We address the Appellant's grounds, and the Secretary-General's responses, as follows.

32. First, we conclude that the Dispute Tribunal did not err that in the circumstances of the complaints made and the importance of Mr. Allen's role in a difficult duty station, the Respondent was entitled to place him on Special Leave with Pay while it investigated the allegations against him. The circumstances were sufficiently exceptional and the potential risks to the Organization such, that it was reasonable and fair to take this step, not as a disciplinary measure, but to preserve the integrity of the Mission pending the establishment of further facts. The Somalia operation needed to be led without the distraction of an investigation affecting its head. There were also potential risks to the operation and personnel if there was merit in the allegations against him. Mr. Allen's challenge to the lawfulness of his placement on Special Leave with Pay cannot succeed.

33. Next, did the UNDT err in law in concluding that the decision not to renew Mr. Allen's appointment on the basis of poor performance was lawful despite UNOPS' failure to comply with the performance management procedures? This poses a subsidiary question: did the UNDT err in relying on the judgments in *Morsy*, *Assale* and *Sarwar*? The significant difference between this case and the three earlier ones, is that in *Morsy*, *Assale* and *Sarwar*, each staff member had been assessed under the relevant staff performance assessment system and sanctions were imposed taking account of the results of these, including rebuttal input from the staff members. That is in stark contrast to Mr. Allen's situation. The cases are distinguishable and ought not to have been relied on by the UNDT as it did.

34. The UNDT relied correctly upon several propositions of law. Staff can have no expectation, at least without more, of renewals of fixed-term appointments.[9] Decisions not to renew can be made by reference to unsatisfactory performance. These well-established principles are, however, not the only consideration in this case. Questions of fairness, justice, legality, rationality, procedural correctness, proportionality and transparency are all factors that may arise in such cases, whether individually or collectively.[10]

35. When this ground for non-renewal is invoked as it was in this case, relevant policy requires the presentation of a performance-related justification for non-renewal. In Mr. Allen's case, not only was there a performance-related justification required to be established, but no proper evaluation of Mr. Allen's performance had ever been conducted by the Organization as required by UNOPS Organizational Directive No. 38 (rev.3) of 4 December 2015 on UNOPS Personnel Performance Management Policy; and UNOPS Administrative Instruction AI/PCG/2015/03 on Performance Management and Appraisal for staff members – Instructions and Procedures.

36. Although the two incidents for which Mr. Allen was sanctioned might conceivably be classed as "conduct issues", they were not so categorized by the Respondent. We accept, as did the UNDT, that they were, essentially, performance issues. That was certainly so of the other incidents or interactions between Mr. Allen and others in the Organisation upon which the Respondent (and the UNDT) relied. Consequently, Mr. Allen was effectively deprived of a meaningful opportunity to rebut a performance evaluation which, had it taken place as required, would probably have identified these issues. The UNDT was not entitled to dismiss the Respondent's failure to address Mr. Allen's performance issues as inconsequential.

37. Further, the Respondent was wrong to have decided as the Administration did, that Mr. Allen should suffer the contemporaneous sanction of separation in the form of non-renewal of his appointment. That was a serious breach of the Respondent's obligations to formally assess and monitor Mr. Allen's performance. Such an assessment may have determined that his performance was so deficient that it would have justified not renewing his appointment upon its expiry. But the Respondent's failure to implement this process deprived it of the opportunity to

[9] See, for example, *Agha v. Secretary-General of the United Nations,* Judgment No. 2019-UNAT-916, para. 16.
[10] *Ibid*., paras. 17-18; *Sarwar v. Secretary-General of the United Nations*, Judgment No. 2017-UNAT-757, para. 88.

make that assessment. Further, if it was necessary to do so as we conclude it was, the Respondent's obligation was to postpone any decision about separation by non-renewal until that performance management process was completed.[11]

38. We have also concluded that the UNDT wrongly interpreted and applied the so-called "no difference" principle of law that provides that if the Tribunal concludes to a high standard that the outcome would have been inevitable even if the employer had acted in a lawful and procedurally correct manner, then an absence of due process will not avail the employee.[12] The UNDT, in purporting to apply this principle, relied on a selection of e-mails to and from Mr. Allen. It said these established incontrovertibly that his performance of his duties would have been found so wanting and irremediable that separation from service would have been the only outcome. We have considered the e-mails that the UNDT relied on in reaching this conclusion. While there are references in them to Mr. Allen's dissatisfactions with other people and with management of the project, and his strong expression of these, there are also positive references to him by his supervisor. It does not seem to us that it can be said from these e-mails that, as the UNDT concluded, it was incontrovertible that a proper review of Mr. Allen's performance could only have concluded that he was so unsuited to the role that he could not continue in it. That, too, reinforces the necessity for a full and proper performance review, as required by UNOPS' rules, before any decision was taken to renew (or not) Mr. Allen's appointment. There is no explanation why such a review was not undertaken by the Respondent as it should have been. There was no assessment of Mr. Allen's performance in relation to his compatability with other staff. The comments by his supervisor to him in e-mails were informal advices or corrections that do not bear the hallmarks of formality or other performance assessment attributes.

39. There is another way in which to analyze the UNDT's approach to deciding the case as it did, using the "no difference" principle. That is considering whether the Tribunal exceeded its competence and erred in law by substituting its own determination on the issue of poor performance to decide that the non-renewal based on poor performance was in any event lawful under the "no difference" principle. It is well established that the UNDT should not substitute its judgment for that of the Secretary-General. Tribunals are, however, not limited to examining the

[11] See, for example, *Sarwar v. Secretary-General of the United Nations*, Judgment No. 2017-UNAT-757, paras. 72-73.
[12] This standard has been described variously in cases by phrases and words such as "overwhelmingly clear" and "irrefutable".

process by which it was determined that performance was unsatisfactory. The UNDT may reach its own conclusions concerning the performance of a staff member without "usurping the role" of the employer or the employer's agent.[13]

40. However, the UNDT will only be in a position to reach its own conclusions when there is sufficient material on which to base such conclusions. In *Sarwar*, for example, where this standard was established, there were several performance evaluations and rebuttal reports available based on which such a conclusion could be based. In the present case, the Secretary-General did not engage with the legal framework for performance assessment.

41. We have concluded in these circumstances that the UNDT exceeded its remit and erred in law by substituting its own determination on the issue of poor performance in determining that the non-renewal based on poor performance was, in any event, lawful under the "no difference" principle.

[13] *Sarwar v. Secretary-General of the United Nations*, Judgment No. 2017-UNAT-757, para. 71.

Judgment

42. For the foregoing reasons, Mr. Allen succeeds in his appeal.

43. We reverse Judgment No. UNDT/2019/029. We rescind the Respondent's non-renewal of Mr. Allen's appointment and alternatively award compensation equivalent to six months' net base salary. Finally, we direct the removal from Mr. Allen's personnel file of any information that is inconsistent with the terms of our Judgment.

Original and Authoritative Version: English

Dated this 25th day of October 2019 in New York, United States.

(Signed)	*(Signed)*	*(Signed)*
Judge Colgan, Presiding	Judge Raikos	Judge Knierim

Entered in the Register on this 20th day of December 2019 in New York, United States.

(Signed)

Weicheng Lin, Registrar