



KINGDOM OF CAMBODIA
NATION RELIGION KING

ក្រុមប្រឹក្សាអន្តរាជ្ញាកម្ពុជា

THE ARBITRATION COUNCIL

Case number and name: 31/08-South Bay

Date of Award: 20 March 2008

ARBITRAL AWARD

(Issued under Article 313 of the Labour Law)

ARBITRATION PANEL

Arbitrator chosen by the employer party: **Chhiv Phyum**

Arbitrator chosen by the worker party: **Liv Sovanna**

Chair Arbitrator (chosen by the two Arbitrators): **Kong Phallack**

DISPUTING PARTIES

Employer party:

Name: **South Bay Enterprise Co. Ltd.,**

Address: Vattanak Park, E Building, Sangkat Chom Chao, Khann Dangkor, Phnom Penh

Telephone: 011 990 096 Fax: N/A

Representative:

- | | |
|-------------------------------|--------------------------|
| 1. Mrs. Sun Guohong | Chief of Administration |
| 2. Ms. Chea Sovan Chansambath | Administration Assistant |
| 3. Mrs. Chea Li Chou | Administration Assistant |

Worker party:

Name: **Cambodian Labour Union Federation (CLUF) and the local Cambodian Labour Union (CLU) at South Bay Company**

Address: Vattanak Park, E Building, Sangkat Chom Chao, Khann Dangkor, Phnom Penh

Telephone: 011 674 506 Fax: N/A

Representative:

- | | |
|-----------------------|--|
| 1. Mr. Seng Meng Hong | Officer of CLUF |
| 2. Mr. Yong Song | President of the local union of CLU at South Bay Company |

3. Mr. Khim Sa	Vice President of the local union of CLU at South Bay Company
4. Mr. Yang Yann	Secretary of the union
5. Mr. Cheng Puthou	Advisor
6. Mr. Bo Boula	Treasurer
7. Mr. Hean Hong	Member
8. Mr. Nhean Sopheaktra	Member

ISSUES IN DISPUTE

(In the Non-Conciliation Report)

- 1- Members of CLUF demand that the Company allow pregnant female workers to take one day off per month to have a medical check and maintain their wages and bonus. The Company states that it allows pregnant women workers to take one day off per month to have the check and maintain their wages, but it does not maintain their bonus.
- 2- Members of CLUF demand that the Company permit workers to take leave for important duties or allow them to use their annual leave. The Company states that workers cannot use their annual leave for important duties.
- 3- Members of CLUF demand that the Company increase their attendance bonus by US\$ 5 per month. The Company states that it can not pay this.
- 4- The workers demand that if a worker wants to terminate his or her fixed duration contract the Company should follow the Labour Law. The Company does not agree to the demand.
- 5- Members of CLUF demand that the Company maintain workers' attendance bonus when the workers take leave with permission and notify [the Company] three days in advance. The Company does not agree.
- 6- Members of CLUF demand the Company to maintain their wage and attendance bonus when they take sick leave with a certificate from a hospital. The Company states that it can maintain their wage but not their attendance bonus.
- 7- Hean Hong and Nhean Sopheaktra, workers, demand that the Company reinstate them and pay back their wages for the period of the suspension. The Company can not reinstate them because it has terminated their fixed duration employment contracts in accordance with the Labour Law.

JURISDICTION OF THE ARBITRATION COUNCIL

The Arbitration Council derives its power to make this Award from Chapter XII, Section 2B of the Labor Law (1997); the Prakas on the Arbitration Council No. 099 dated 21

April 2004; the Arbitration Council Procedural Rules which form an Annex to the same Prakas; and the Prakas on the Appointment of Arbitrators No. 076 dated 10 May 2007 (Fifth Term).

An attempt was made to conciliate the collective dispute that is the subject of this Award, as required by Chapter XII, Section 2A of the Labour Law. The conciliation hearing was unsuccessful, and the non-conciliation report No. 263 K.B/AK/VK, dated 25 February 2008 was submitted to the Secretariat of the Arbitration Council on 26 February 2008.

HEARING AND SUMMARY OF PROCEDURE

Place of hearing: The Arbitration Council, Phnom Penh Center, Building A, Sothearos Blvd., Sangkat Tonle Basak, Khann Chamkarmorn, Phnom Penh.

Date of hearing: 12 March 2008 (From 2:00 p.m. to 5:00 p.m.)

Procedural issues:

On 28 January 2008 the Department of Labour received a complaint from CLUF No. 1935 SSKK, dated 28 January 2008, demanding that the Company improve some employment conditions. Upon receipt of the complaint, the Department of Labour assigned an officer to conduct conciliation of the dispute and the last conciliation was held on 12 February 2008; with the result that 8 out of 15 issues were conciliated. The 7 non-conciliation issues were referred to the Secretariat of the Arbitration Council on 26 February 2008 through a report of collective labour dispute resolution at South Bay Company, No. 263 K.B/AK/VK, dated 25 February 2008.

After receiving the case, the Secretariat of the Arbitration Council summoned the employer party and the worker party to the hearing and conciliation on the 7 non-conciliation issues on 12 March 2008 at 2:00 p.m. Both parties were present as invited by the Arbitration Council.

In the hearing, the Arbitration Council attempted to further the conciliation of the dispute and was able to conciliate issues 1 and 6 (the point regarding wage). The worker party requested the withdrawal of issues 4, 5 and 7. Therefore, in this case, the Arbitration Council will consider only issues 2, 3 and 6 (the point regarding attendance bonus) based on the evidence and clarification by the parties in the hearing as follows:

EVIDENCE

Witnesses and experts: N/A

Documents, Exhibits and other evidence considered by the Arbitration Council

Provided by the employer party:

1. Authorization letter by the director of South Bay Company, dated 11 March 2008;

2. Job application letter of Mr. Nhean Sopheaktra, dated 25 October 2005;
3. Name list of members of family of Mr. Nhean Sopheaktra;
4. Medical check certificate of Mr. Nhean Sopheaktra, dated 09 April 2007;
5. Resignation letter of Mr. Nhean Sopheaktra, dated 17 October 2007;
6. Job application letter of Mr. Hean Hong, dated 25 October 2005;
7. Letter certifying identity or/and age of the voter and of residency in the commune of Mr. Hean Hong, dated 15 October 2004;
8. Slip certifying registration for election of Mr. Hean Hong, dated 15 October 2004;
9. Employment contract of Mr. Nhean Sopheaktra, dated 25 January 2007;
10. Employment contract of Mr. Nhean Sopheaktra, dated 25 January 2006;
11. Employment contract of Mr. Hean Hong, dated 25 January 2006;
12. Employment contract of Mr. Hean Hong, dated 25 January 2007;
13. Record of worker's income received from Hean Hoeun, dated 06 March 2008.

Provided by the worker party:

1. Request for union registration of the local union of CLU at South Bay Company, dated 06 March 2008.

Provided by the Ministry of Labour and Vocational Training [MoLVT]:

1. Report of collective labour dispute resolution at South Bay Company, No. 263 KB/AK/VK, dated 25 February 2008;
2. Minutes of collective labour dispute resolution at South Bay Company, dated 12 February 2008.

Provided by the Secretariat of the Arbitration Council:

1. Invitation letter No. 170 KB/AK/VK/LKA dated 4 March 2008 to invite the company party to attend the hearing.
2. Invitation letter No. 171 KB/AK/VK/LKA dated 4 March 2008 to invite the worker party to attend the hearing.

FACTS

- Having reviewed the report of the collective labour dispute conciliation;
- Having examined the documents submitted by the parties to the Arbitration Council;
- Having listened to statements by representatives of the workers and the employer.

The Arbitration Council finds that:

- South Bay Company employs approximately 600 workers.
- The local union of CLU at South Bay Company, the claimant in this case, does not have a certificate of union registration yet. However, the union applied for union registration on 06 March 2008.

- According to the claim by the union leaders in the hearing, approximately 600 out of a total number of 600 workers are making the demand in this case. The minutes of the collective dispute conciliation dated 12 February 2008 also state that there are 600 workers involved in this case.
- The employer party does not object to the number of workers in this case.
- The union party does not provide evidence of thumbprints or an authorization letter from the 600 workers. The Arbitration Council asked the union to provide evidence of thumbprints or authorization letter from the 600 workers by 13 March 2008.

Issue 2: The workers demand that the Company allow them to use their annual leave when they have important personal commitments

- The company party states that it allows workers to use their annual leave if it is related to special leave or leave during New Year, Pchum Ben and other holidays requested by the workers and the company considers it is collective day off for everyone in the factory. Other than the above mentioned cases, the company does not allow workers to use their annual leave. However, the company allows workers to take leave with permission and the company deducts the [worker's] wage on the respective dates of leave and their whole attendance bonus.
- The Company states that generally during Khmer New Year and Pchum Ben the company allows workers to use their annual leave for one day before and one day after the New Year days.
- The worker party demands that the Company allow them to use three days of annual leave on occasions other than the above mentioned [for example] whenever they have personal commitments and want to use the annual leave such as when they have to attend a wedding ceremony of a relative or a friend or on another occasion because this is their entitlement according to the Labour Law.
- The Company states that in general workers request to use their annual leave for some occasions such as Crop Harvesting Ceremony, Pachay Buon Ceremony and the wedding of their friends or relatives. In such cases, the Company does not allow this because it is the Company's principle.
- Clause 4 of the Company's Internal Work Rules does not mention anything about the use of annual leave but only the number of [days] of leave, which is 18 days and one additional day will be provided after three years of employment.
- The Company states that if the workers do not use all their annual leave, the Company will pay them in cash.

Issue 3: The workers demand that the Company increase their attendance bonus by US\$ 5 per month.

- The Company provides a US\$ 5 attendance bonus per month. The workers demand that the Company increase this by US\$ 5 per month because the price of goods has increased and workers have been working hard and are cooperative.
- The Company states that it cannot increase the attendance bonus by US\$ 5 per month because the price of petrol and other goods has increased.

Issue 6: The workers demand that the Company maintain their monthly US\$ 5 attendance bonus when workers are sick and have a proper medical certificate

- The workers demand that the Company maintain their monthly US\$ 5 attendance bonus when workers take sick leave with a proper medical certificate because the Company deducts the entire attendance bonus. The worker and the employer party made an agreement in the hearing that the Company would follow the Internal Work Rules by paying full wages to workers when they take leave with a medical certificate. However, for the attendance bonus, the parties ask the Arbitration Council to make a decision.
- The Company states that it cannot maintain the attendance bonus as it already maintains full wages for the workers when they take sick leave with a medical certificate from a communal health center, referral hospital or provincial or municipal hospital.
- Clause 4 of the Company's Internal Work Rules states, *Sick leave: For those patients who have a proper medical certificate from a doctor, the Company will pay full wages during the first month.*

REASONS FOR DECISION

According to the findings of fact, the Arbitration Council finds that the worker union is not registered yet. In addition, the Arbitration Council asked the party to submit authorization letters of workers to the Arbitration Council but as at the deadline of 13 March 2008 the Arbitration Council had not received the letter. Therefore, the Arbitration Council will consider whether the workers who were present in the hearing could represent the 600 workers as claimed by the worker party.

Article 268 of the Labour Law states, *"In order for their professional organization to enjoy the rights and benefits recognised by this law, the founders of those professional organisations must file their statutes and list of names of those responsible for management and administration, with the Ministry in charge of Labour..."*

If the Ministry in charge of Labour does not reply within two months after receipt of the registration form, the professional organization is considered to be already registered..."

The Arbitration Council considers that Article 268 as mentioned above means that a professional organization enjoys the right and benefits recognized by the Labour Law when that organization is registered with the Ministry in charge of Labour.

In this case the local union of CLU received a receipt for their request for union registration from the Ministry of Labour and Vocational Training on 06 June 2008. However, as at the date of hearing at the Arbitration Council, the union had not received the certificate of union registration from the Ministry of Labour and Vocational Training. Thus, according to Article 268, mentioned above, the union is not entitled to [enjoy the] rights and benefits provided by the Labour Law.

The Arbitration Council considers that these rights and benefits include the right of the union to represent its members to settle a dispute at the Arbitration Council. (See Arbitral Award 62/06-Quick Sew, Issue 2). This means that in this case the local union of CLU does not have a legal entitlement to bring a dispute on behalf of its members to the Arbitration Council.

Nonetheless, Clause 19 of Prakas 099 SKBY, dated 21 April 2004 regarding the Arbitration Council, allows a disputing party to authorise in writing an individual who is not a party to the dispute to represent them in resolving a dispute at the Arbitration Council. This clause means that even though the local union of CLU does not have a union registration certificate, it still can represent the party in dispute in settling a dispute at the Arbitration Council as long as the union is authorised in writing by the worker party who is making the demand.

The Arbitration Council required the worker party to provide evidence to support its claim by 13 March 2008. The worker party promised to provide evidence such as the name list of workers who are union members (with signatures or thumbprints) and who authorized the local union of CLU to help them in resolving their dispute, the agreement regarding paid leave with permission and other documents or evidence for the Arbitration Council to use as a basis in making a decision. However, the union did not provide evidence of the authorization letters to the Arbitration Council by the deadline.

Therefore, the Arbitration Council decides that the worker party who is the claimant in this case does not have a right to represent the 600 workers. Thus, the Arbitration Council considers that it has authorization to resolve this dispute only for the 7 workers who are the claimants in this case.

Issue 2: The workers demand that the Company allow them to use their annual leave when they have important personal commitments

Article 166, paragraph 1 of the Labour Law states, “... *all workers are entitled to paid annual leave to be given by the employer at the rate of one and a half days of paid leave per month of continuous service...*”

According to this Article, the Arbitration Council considers that the workers are entitled to one and a half days of paid annual leave per month.

Article 170 of the Labour Law states, *“In principle, annual leave is normally given for the Khmer New Year unless there is a different agreement between the employer and the worker. In this case, the employer must inform the Labour Inspector of this agreement.”*

In every case of the paid annual leave exceeding fifteen days, employers have the right to grant the remaining days-off at another time of the year, except for the leave for children and apprentices less than eighteen years of age.”

In Arbitral Award 21/05-Sinomax, the Arbitration Council held that *“According to the purpose of this article, the Arbitration Council finds that workers are allowed to use their annual leave on the occasion of Khmer New Year. However, Article 170 does not prohibit workers from using their annual leave on other occasions; that is, workers may use their annual leave anytime depending on agreements made between workers and the employer and the employer is obligated to give notice about such an agreement to the Labour Inspector.”* (See Arbitral Award 21/05-Sinomax, issue 2).

In this case, the Arbitration Council agrees with the interpretation of the Arbitration Panel in the case mentioned above because this Article requires the employer to allow workers to use their annual leave during Khmer New Year and use their annual leave at times other than Khmer New Year in accordance with the agreement made between the worker party and the employer party.

Paragraph 1 of Article 167 of the Labour Law states that *“The right to use paid leave is acquired after one year of service.”*

Based on this [Article], the Arbitration Council considers that this Article allows workers to use their annual leave after they have been working for one year. Although Article 170 states that annual leave not taken during Khmer New Year requires an agreement, this Article does not allow [the employer] to prohibit workers from taking their annual leave because Article 166 explicitly states that workers are entitled to take one and a half days of annual leave per month.

In this case, the employer allows the workers to take annual leave one day before and one day after Khmer New Year and Pchum Ben; if the workers have some unused annual leave the employer pays them in lieu.

Article 167, paragraph 3 of the Labour Law states, *“Apart from this, any collective agreement providing compensation in lieu of paid leave, as well as any agreement renouncing or waiving the right to paid annual leave, shall be null and void.”*

According to this Article, the Arbitration Council considers that [an employer] cannot pay compensation in lieu of paid annual leave.

Thus, based on the above interpretation, the fact that the employer prohibits workers from taking their annual leave and pays money in lieu of the leave is not in accordance with the law and the intention of the law.

In this case, the workers demand to use three days of their annual leave [at times] other than the period during Khmer New Year and the times allowed by the employer. Based on Article 166 above, the Arbitration Council considers that the employer should allow the workers to use these three days of annual leave because the workers are legally entitled to this leave. According to the Labour Law, workers are entitled to one and a half days of annual leave per month if they have been working for one year. In addition, based on the findings of fact mentioned above, workers' annual leave is arranged by the employer. This means that the employer has absolute discretion to decide whether to allow a worker to take leave.

The number of annual leave days determined by the employer is almost half of the 18 days as the company arranges the annual leave for special leave, leave during Khmer New Year, Pchum Ben day and other holidays requested by the workers when the Company considers it is collective leave for everyone in the factory.

Therefore, the workers' demand to take three days of the 18 days annual leave on days that they request themselves and that are not set by the employer is a reasonable demand. However, in order to prevent any interruption to the production line, those workers who intend to use their annual leave for personal commitments should inform the employer in advance so that the employer can find other workers to replace them. This means that the workers should use these three days of annual leave in a way that will not interrupt the company's production line.

In conclusion, the Arbitration Council decides that the workers can use three days of their annual leave for personal commitments but they should inform the employer in advance about their intention to take leave.

Issue 3: The workers demand that the Company increase their attendance bonus by US\$ 5 per month

In the hearing, the worker party claimed that the reason for this demand is the increase in market prices and that the workers' are hard working and cooperative.

Point 3 of Notification 745 KKBV, dated 23 October 2006 states that *"Benefits workers used to receive from Notification No. 017 SKBY dated 18 July 2000 on points 3, 4, 5 and 6 shall be retained."*

Point 3 of Notification 017 SKBY, dated 18 July 2000 states, *"Any workers who regularly work according to number of working days per month shall have a reward at least 5 US dollars per month."*

In this case, both parties acknowledged that the employer pays a US\$ 5 attendance bonus as stipulated in the Notification. Therefore, the Arbitration Council considers that the employer has fulfilled its obligation in providing an attendance bonus in accordance with the law.

In this case, the workers demand that the employer increase their attendance bonus by US\$ 5. In relation to this issue, the Arbitration Council finds that there is no legal provision or any other agreement which requires the Company to increase their attendance bonus by US\$ 5 or more. Thus, the Arbitration Council considers that the workers' demand is an interests demand as this demand is for something more than what the law provides. In general, the Arbitration Council will consider an interests demand only when the union who brings the labour dispute has most representative status in the factory.

Generally, for an interests demand, the Arbitration Council will always consider whether the union who is the party to the dispute has most representative status. Based on the findings of fact, the Arbitration Council finds that the union does not have most representative status. The Arbitration Council considers that most representative status of a union gives the union legal standing to enter into a CBA with the company and the legal right to bring an interests dispute to the Arbitration Council for resolution. In order to receive most representative status, Article 277 of the 1997 Labour Law states that the union needs to be registered and fulfill other requirements stated in the Article.

If a union does not have most representative status, it does not have a legal right to make a CBA on behalf of all workers in the factory (see paragraph 2B of Article 96 and paragraph 1 of Clause 9 of Prakas 305). This is the entitlement given to the union with the majority of members and which has fulfilled other criteria as stated in Article 277 of the Labour Law. In previous cases the Arbitration Council found that a union without most representative status does not have sufficient legal standing to settle a dispute related to the collective interests of all workers in the factory.

In addition, Clause 43 of Prakas 099, dated 21 April 2004 states that, "*An arbitral award which settles an interest dispute takes the place of a collective bargaining agreement and shall remain in effect for one year from the date on which it becomes final unless the parties agree to make a new collective bargaining agreement replacing the award.*"

The Arbitration Council has found that if the Arbitration Council issues an Arbitral Award on this issue it will become a CBA applicable to all workers in the company and it will cause other workers to lose their right to strike to demand for an interests dispute in the future which can lead to unfairness and injustice for other workers. (*Se Arbitral Award 75/04-Evergreen; 60/04-United Arts, Issue 3 08/07-Siu Quinh, Issue 3; 33/07-Goldfame, Issue 2; and 51/07-Goldfame, Issue 4*).

In this case, the workers do not have a union to represent them and do not have worker delegates to represent them. Therefore, the Arbitration Council decides to reject the demand.

Issue 6: The workers demand that the Company maintain their US\$ 5 attendance bonus per month when workers are sick with a proper medical certificate

In this case, the workers demand that the Company maintain their US\$ 5 attendance bonus when they take sick leave with a proper medical certificate. Thus, the Arbitration Council will consider this demand as follows:

According to Clause 4 of the Company's Internal Work Rules, and in accordance with the agreement made between the workers and the Company in the hearing, the Company and the workers agreed that the Company would maintain their wage, but the Arbitration Council should make a decision on the issue of the attendance bonus. Therefore the Arbitration Council considers that the wages referred to in the Internal Work Rules refer to actual wages exclusive of attendance bonus. Thus, the Internal Work Rules do not mention [anything] about the attendance bonus. The Arbitration Council will consider whether workers who take sick leave are entitled to their attendance bonus.

Point 3 of Notification 745 KKBV, dated 23 October 2006 states that *"Benefits workers used to receive from Notification No. 017 SKBY dated 18 July 2000 on points 3, 4, 5 and 6 shall be retained."*

Point 3 of Notification 017 SKBY, dated 18 July 2000 states, *"Any workers who regularly work according to number of working days per month shall have a reward at least 5 US dollars per month."*

In previous cases, in relation to attendance bonus, the Arbitration Council considers that *"attendance bonus" is an incentive bonus and can ensure praise to workers who come to work regularly and are not absent without a valid reason.*(See Arbitral Awards 62/04-Ecent, Issue 1; 63/04-Shine Well, Issue 5; and 15/05-Wing Tai 2, Issue 1).

In case 48/05-Manhattan, Issue 1, the Arbitration Council held that *"The Notification does not clearly state the number of working days to be considered as regular for workers to receive the attendance bonus."* (See Arbitral Awards 48/05-Manhattan, Issue 1; and 57/07-Seratex, Issue 3).

In this case, the Arbitration Council agrees with the interpretation above that the Notification does not clearly state how many days per month the workers need to work to be considered to have been working regularly in order to receive the bonus. However, according to Article 103 of the Labour Law, [attendance] bonus is a part of wage.

Article 103 of the Labour Law states, *"Remuneration includes, in particular:*

- *the actual salary or remuneration*
- *overtime*

- *commissions*
- *bonuses and rewards*
- *profit sharing*
- *gratuities*

Article 71, paragraph 3, of the Labour Law states, “*The labour contract shall be suspended under the following reasons:*

The absence of the worker for illness certified by a qualified doctor. This absence is limited to six months, but can, however, be extended until there is a replacement.”

Article 72, paragraph 1, of the Labour Law states, “*The suspension of a labour contract affects only the main obligations of the contract, that are those under which the worker has to work for the employer, and the employer has to pay the worker, unless there are provisions to the contrary that require the employer to pay the worker.”*

Thus, when workers are absent from work because they are sick with a proper medical certificate, their employment contract is suspended. When their employment contract is suspended, the workers are not required to work for the employer and the employer is not required to pay wages to workers and, in accordance with the law, [the employer is not required] to pay workers their attendance bonus. Thus, [the workers] are not entitled to their attendance bonus as this bonus is provided only to those workers who come to work regularly.

However, in previous Arbitral Awards the Arbitration Council ordered the employer to deduct the [workers’] attendance bonus in proportion of the number of days the employer allowed the workers to take leave. (*See Arbitral Awards 57/07-Seratex, Issue 3; 106/07-M&V3, Issue 2*).

Nonetheless, in this case the workers demand that the Company maintain the [entire] US\$ 5 attendance bonus. Based on the above interpretation, the Arbitration Council considers that this is not a valid demand as when the workers take sick leave it means they do not work for the employer.

In conclusion, the Arbitration Council decides to reject the workers’ demand for the employer to maintain the [entire] US\$ 5 attendance bonus when they take sick leave with a proper medical certificate. However, the Arbitration Council orders the employer to deduct the attendance bonus in proportion to the number of days the workers took sick leave with a proper medical certificate from doctor.

Based on the above facts, legal principles, and evidence the Arbitration Council makes its decision as follows:

DECISION

Issue 2:

- Order the employer to allow workers to use three days of their annual leave and the workers should notify the employer in advance.
- Order the employer to immediately stop its practice of paying money in lieu of annual leave.

Issue 3: Reject the workers' demand for the Company to increase their attendance bonus by US\$ 5 per month.

Issue 6:

- Reject the workers' demand for the employer to maintain their [entire] US\$ 5 attendance bonus when they take sick leave with a proper medical certificate.
- Order the employer to deduct the [workers'] attendance bonus in proportion to the number of days the workers took sick leave with a proper medical certificate from a doctor.

Type of Award: Non binding awards

This Award will become binding after 8 days of the date of its notification unless one of the parties lodges a written opposition with the Secretariat of the Arbitration Council within this time period.

SIGNATURES OF MEMBERS OF THE ARBITRATION PANEL:

Arbitrator chosen by the employer party:

Name: **Chhiv Phyrum**

Signature:

Arbitrator chosen by the worker party:

Name: **Liv Sovanna**

Signature:

Chair Arbitrator (chosen by the two Arbitrators):

Name: **Kong Phallack**

Signature: