

**IN THE MATTER OF THE *INSURANCE ACT*, R.S.O. 1990, c.I.8,  
s. 268 AND REGUALTION 283/95, THEREUNDER;**

**AND IN THE MATTER OF THE *ARBITRATION ACT*, 1991, S.O. 1991, c.17;**

**AND IN THE MATTER OF AN ARBITRATION**

**BETWEEN:**

**WAWANESA MUTUAL INSURANCE COMPANY**

**Applicant**

**- and -**

**UNICA INSURANCE**

**Respondent**

**DECISION**

**COUNSEL:**

Brenda Cuneo for the Applicant

Philip Tyborski for the Respondent

Anthony Trichilo- representing Ketheeswaran Arunagirinathan

**ISSUE:**

Is Wawanesa Mutual Insurance Company or Unica Insurance responsible to pay accident benefits to or on behalf of Ketheeswaran Arunargirinathan?

**DECISION:**

Wawanesa Mutual Insurance Company is responsible to pay accident benefits to or on behalf of Ketheeswaran Arunargirinathan

**HEARING:**

The hearing in this matter took place in the city of Toronto, in the province of Ontario, on February 5, 2019. Documents were filed and oral evidence was given.

**THE LAW:**

This priority arbitration arises out a motor vehicle accident that occurred on April 1, 2016 in the city of Toronto. Mr. Arunargirinathan was operating a vehicle owned by his father Kandiah Arunargirinathan, and insured by Wawanesa Mutual Insurance Company (“Wawanesa”). Mr. Arunargirinathan was a listed driver under that policy of insurance.

In July, 2016 Mr. Arunargirinathan, through his lawyer, submitted an application for accident benefits that was received by Wawanesa on July 26, 2016. On October 25, 2016 Wawanesa put Unica Insurance (“Unica”) on notice of a priority dispute. On that same date Wawanesa wrote Mr. Arunargirinathan and stated:

At the time of the motor vehicle accident, you would be considered a spouse of Geeta Singh under the Insurance Act as you are in a relationship and have a child together. You are listed as driver on the Wawanesa’s policy and you are not a named insured. In accordance with the priority rules, the Unica insurance policy that insures your spouse takes precedence.

Unica did not agree that Mr. Arunargirinathan was a spouse within the meaning of the section 224 of the Insurance Act and therefore on February 8, 2017 an arbitration was initiated by Wawanesa against Unica.

Section 268(2) of the Insurance Act sets out the hierarchy to be followed when determining priority for payment of accident benefits. Mr. Arunargirinathan's first recourse is against the insurer of an automobile in respect of which he is an insured.

The Statutory Accident Benefits Schedule defines an "insured person" as:

"in respect of a particular motor vehicle liability policy,

(a) the named insured, any person specified in the policy as a driver of the insured automobile and, if the named insured is an individual, the spouse of the named insured and a dependant of the named insured or of his or her spouse,

(i) if the named insured, specified driver, spouse or dependant is involved in an accident in or outside Ontario that involves the insured automobile or another automobile, or

(ii) if the named insured, specified driver, spouse or dependant is not involved in an accident but suffers psychological or mental injury as a result of an accident in or outside Ontario that results in a physical injury to his or her spouse, child, grandchild, parent, grandparent, brother, sister, dependant or spouse's dependant,

Mr. Arunargirinathan, in this matter, would be an "insured person" under the Wawanesa policy as a person specified in the policy as a driver of the insured automobile. If Mr. Arunargirinathan is a spouse within the meaning of section 224(1) of the Insurance Act, as alleged by Wawanesa, Mr. Arunargirinathan would be a "deemed named insured" of Geeta Singh who had a valid motor vehicle liability policy at the time of the accident.

Pursuant to section 268(4) of the Insurance Act, the injured party has the discretion as to which insurer he wishes to claim accident benefits from when he is considered an insured person at the same level.

This is, however, subject to section 268(5) of the Insurance Act which states:

(5) Despite subsection (4), if a person is a named insured under a contract evidenced by a motor vehicle liability policy or the person is the spouse or a dependant, as defined in the *Statutory Accident Benefits Schedule*, of a named insured, the person shall claim statutory accident benefits against the insurer under that policy.

In this matter, the parties are in agreement that if Mr. Arunargirinathan is a spouse as defined under section 224 of the Insurance Act, then Unica is responsible for payment of accident benefits to or on behalf of Mr. Arunargirinathan. If not then Wawanesa is responsible for those payments.

Section 224(1) of the Insurance Act states:

“spouse” means either of two persons who,

- (a) are married to each other,
- (b) have together entered into a marriage that is voidable or void, in good faith on the part of the person asserting a right under this Act, or
- (c) have lived together in a conjugal relationship outside marriage,
  - (i) continuously for a period of not less than three years, or
  - (ii) in a relationship of some permanence, if they are the natural or adoptive parents of a child;

In our case, while the question of whether section 224(1)(c)(i) would apply was raised, it was conceded during submissions by the Applicant it was section 224(1)(c)(ii) “have lived together in a conjugal relationship outside of marriage, in a relationship of some permanence, if they are parents of a child; (cojoint), that would apply.

The criteria to be used in determining whether a couple has lived together in a conjugal relationship, outside of marriage, in a relationship of some permanence has been considered by the courts as well as arbitrators. The leading court case on the issue of what constitutes a conjugal relationship is the decision of the Supreme Court of Canada in M. v. H [1999] 2 S.C.R.3.

The court looked at seven different areas of interactions between the couple dealing with shelter, sexual and personal behaviour, services, social, societal, economic support, and children. Under each of these categories the court listed a number of sub-issues dealing with the degree of interaction between the parties as well as the rest of society.

I dealt with the question of criteria to be used in the decision Wawanesa Mutual Insurance Company v. Kingsway General Insurance Company (unreported decision, April 2005). Criteria I considered included: duration of the relationship, existence of children, stability of the relationship, interdependence of the parties, cohabitation, conjugal relationship, personal relations, responsibility for household services, interactions in family and social context, financial arrangements and support, temporary interruptions in physical living arrangements, expectations of the parties and intention of the parties. I concluded that not all the components had to exist in order for there to be spousal relationship and some individual components might be more important than others.

In YS v. SB (2006 ONCJ162) (Canlii) Justice Dunn of the Ontario Court of Justice held that mere living together or having a sexual congress or sharing expenses whether taken alone or taken together would not unequivocally create spousal relationships. The creation of a spousal relationship requires consensually acceptance by both parties of each other as spouses and material commitment to each other by words and actions.

### **FACTS & ANALYSIS:**

While I will generally discuss the facts of our case as they relate to the criteria and questions set out in M v. H, above, each case depends on its own peculiar set of facts, and as noted above, some criteria will be more important than others. Before reviewing the evidence presented in detail, however, I believe it is important to comment briefly upon the credibility of the witnesses as it plays a very important role in determining the facts of this case.

Three witnesses gave evidence at the hearing. Mr. Ketheeswaran Arunargirinathan, the injured party and in Wawanesa's submission, the spouse of Geeta Singh, was at very best a completely inconsistent witness, who provided conflicting evidence at his examination under oath and at the hearing with no reasonable explanation given for the conflicting evidence. I have no hesitation in finding his evidence unreliable and generally unacceptable, except when supported by documentary evidence and/or surveillance.

Ms. Geeta Singh, Unica's insured, I found to be aggressive, vague and less than forthright as it related to her relationship with Mr. Arunargirinathan. While slightly more credible than Mr.

Arunargirinathan, I was generally hesitant to accept her evidence when documents and/or the surveillance might suggest something else.

The final witness was Mr. Kandiah Arunargirinathan, father of Ketheeswaran Arunargirinathan. Due to language issues at the hearing and only limited contact with his son, he provided very little insight into the issues in question at the hearing.

In light of the lack of credibility of the main witnesses it was necessary to rely on the documentary evidence and surveillance presented to me to a greater degree than normally would be the case.

Mr. Arunargirinathan was born on May 18, 1980 and is currently 38 years old. Ms. Geeta Singh was born on September 2, 1982 and is currently 36 years of age. According to Mr. Arunargirinathan they began dating in 2002 and on October 15, 2008 they had a baby girl.

Prior to and at the time of the accident, Ms. Singh lived with their child, Keisha Nathan at 123 Mary Pearson Dr. in Markham. It is worth noting that they the surname "Nathan" was given to Keisha as the parents felt the full surname of Arunargirinathan was too long for the society they were living in Toronto.

Mr. Arunargirinathan at the time of the accident had a basement apartment at his parent's house located at 136 Morningview Trail, Scarborough, Ontario. He testified at his examination under oath that while he paid approximately \$500 per month to his father for the apartment he in fact stayed at 123 Mary Pearson an average of two nights per week. At the examination under oath he also testified that he and Ms. Singh were prior to and at the time of the accident, romantically involved. He indicated that he and Ms. Singh had been dating since 2002 and they had been sexually exclusive and they refer to each other as girlfriend and boyfriend. At the examination under oath he also indicated that he, Ms. Singh, and Keisha often ate meals together and would celebrate holidays together.

At the hearing, Mr. Arunargirinathan presented the relationship in a very different light. He indicated that he would visit his daughter at 123 Mary Pearson Dr., but that he was no longer romantically involved with Ms. Singh and had not been for a long time prior to the accident. He denied that they were sexually exclusive and said that he was aware that Ms. Singh had been seeing other persons. Mr. Arunargirinathan gave no reasonable explanation for changing his testimony in this area or for other contradictions in his evidence.

Ms. Singh, at her examination under oath denied they were romantically involved and sexually exclusive at or prior to the accident. She indicated that they separated roughly two years after their daughter was born, or roughly 2010. She indicated that while Mr. Arunargirinathan would come over and visit his daughter, he would stay over at the house only occasionally and when he did, he slept in his daughter's room or on the couch in the living room. She indicated that in 2016 she had not had sexual relationships with Mr. Arunargirinathan in the previous year before that but possibly in April 2015-2016.

In terms of preparations of meals and doing household chores and maintenance, Mr. Arunargirinathan indicated that Ms. Singh did not help out with house keeping or laundry at his apartment. Since the accident Mr. Arunargirinathan testified at the examination under oath that Ms. Singh did almost everything for him including cooking, laundry, etc., in part apparently because of his injuries. Interestingly, Ms. Singh denied doing these things after the accident and also indicated that prior to the accident only she did the housekeeping at her residence.

In terms of social activities, at the examination under oath Mr. Arunargirinathan indicated that prior to the accident he spent time together with Ms. Singh and Keisha as a family. The three of them would often eat meals together as a family and celebrate holidays. He indicated that his own parents consider Ms. Singh his spouse.

Ms. Singh, on the other hand, at her examination under oath indicated that while Mr. Arunargirinathan would come over to visit, it was to see his daughter and they did not spend time together as a family. She stated that it was rare that the three of them were all together. She also testified that they would sometimes celebrate holidays together in order to give her daughter as

normal a family experience as possible. She stated, however, that she rarely attended family events with Mr. Arunagirinathan and they did not exchange gifts on special occasions.

In terms of financial support, Mr. Arunagirinathan, at his examination under oath indicated that he provided Ms. Singh with \$500 per month in child support and also contributed for whatever Keisha needed including school supplies, books and clothing, etc. Ms. Singh made it clear that any financial support received from Mr. Arunagirinathan was to support his daughter. She advised that she alone owned the house and she paid the mortgage.

In terms of the attitude and conduct of Mr. Arunagirinathan and Ms. Singh towards their daughter, as noted above, Mr. Arunagirinathan portrayed it as essentially a family unit while Ms. Singh was clear that while Mr. Arunagirinathan visited his daughter as often as he could, it was not a family unit.

As noted above, I found the evidence of both Mr. Arunagirinathan and Ms. Singh to be unreliable and it is therefore useful to review some of the documentary evidence filed at the hearing in order to get fuller picture of the relationship between the two parties.

The Application for Accident Benefits Form (OCF-1) filled out by Mr. Arunagirinathan's lawyer listed his address 136 Morningview Trail.

A psychological assessment prepared for accident benefit purposes by Dr. MacKay on December 1, 2016 indicated that Mr. Arunagirinathan lived with his parents', however "he has been in romantic relationship for approximately fourteen year. They have never lived together but he stays with her frequently... they have their ups and downs. He laments that he should have asked his partner to marry him sometime ago. He subsequently asked her on several occasions, but she has declined".

Mr. Arunagirinathan was also seen by Dr. Alikhan for accident benefit purposes on June 27, 2016. Dr. Alikhan, in his report advised that Mr. Arunagirinathan told him that he was single and had a seven year old daughter and that her mother was the primary caregiver. At the time of

the accident he was living with his parents but that he was able to see his daughter each day or every other day. He also prepared sandwiches, etc. for his daughter.

On October 26, 2016 Mr. Arunagirinathan was seen by Dr. Gilbert Yee. In his report Dr. Yee indicated that Mr. Arunagirinathan was single, the child's mother was the primary caregiver and he was living with his parents. He would spend time with his daughter, take her to the park, bicycle with her, etc.

Similar summaries of Mr. Arunagirinathan's pre-accident situation were given by a Kinesiologist, Ms. Rynberk, in her assessment for accident benefit purposes as well as Dr. Yule. A Dr. Lau assessed Mr. Arunagirinathan November 20, 2018 and indicated that Mr. Arunagirinathan was living with his parents, but has a daughter who lives with her mother but that he was on speaking terms with the mother and he sees the child three to four times a week. He also advised that he was currently not dating anyone.

Documentation from Viewpoint Medical Assessment Services was filed at the hearing. A clinical note dated October 19, 2016 indicates, "claimant wants to be picked up at 12 Mary Pearson Dr., Markham". This is of course Ms. Singh's residence. A further note on October 24, 2016 states:

"Claimant is living at girlfriend's address, 12 Mary Pearson Drive, Markham, ON L3S 5E9. Claimant's address on file is: 136 Morningview Trail Scarborough, Ontario, Canada, M1B 5L2. Changing things around."

The clinical notes also contained an entry on November 16, 2016, indicating that he was to be picked up at the Morningview Trail address on that occasion. On August 29, 2018 almost two years after providing Ms. Singh's address for contact, the Viewpoint records state:

"Adjuster asked me to keep the original address as the address on file, not the girlfriend's"

On February 4, 2019 there is a note in the Viewpoint file advising that 136 Morningview Trail is the correct address.

Also filed were a number of invoices from Rapid City Transportation for transportation of Mr. Arunargirinathan to treatment providers which indicate that he was picked up and dropped off at 136 Morningview Trail, Scarborough.

Surveillance:

In stark contrast to the evidence of Mr. Arunargirinathan and Ms. Singh is the surveillance evidence of Mr. Arunargirinathan undertaken by Wawanesa. Their surveillance was conducted over three different time frames, the first being May/June 2017, the second January/February 2018 and the third in December 2018. I note that this was conducted well after the accident in question. The issue before me is what was their relationship at the time of the accident, and therefore surveillance suggesting what their relationship was after the accident is of limited value, however it does speak to their veracity and if they were less than forthright about their relationship after the accident, what it may give us is some insight as to their pre-accident relationship. With this significant reservation I will review what the surveillance revealed and Ms. Singh and Mr. Arunargirinathan's response to it.

The initial surveillance conducted over six days revealed that on five of those days Mr. Arunargirinathan's tow truck was seen parked Ms. Singh's driveway very early in the morning. On one occasion Mr. Arunargirinathan was seen parking his tow truck on a side street near his parents' home. On June 6, 2017 was seen parked in Ms, Singh's driveway at 7:15 a.m. and was seen departing that location at 1:34 p.m.

The second surveillance covered four days in January and February of 2018. On each of those occasions Mr. Arunargirinathan's truck was seen parked at Ms. Singh's residence. On January 27, 2018 Mr. Arunargirinathan's tow truck was observed at 8:00 a.m. at Ms. Singh's. At roughly 1:00 p.m. Mr. Arunargirinathan was observed walking near the house and then entering and leaving her garage and driving away. On January 30, 2018 Mr. Arunargirinathan's tow truck was again observed on Ms. Singh's driveway. At 12:17 p.m. that day he was seen starting Ms. Singh's car and removing snow and then returning to her residence. He then drove his daughter in his own tow truck and dropped her at his parent's house.

On February 1, 2018 Mr. Arunargirinathan's tow truck was again seen in Ms. Singh's driveway in the morning and in the early afternoon he drove Ms. Singh to a restaurant where they both stayed for roughly one hour. On February 3, 2018 Mr. Arunargirinathan's tow truck was again seen at Ms. Singh's in the morning and the early afternoon at which time he was seen to drive his daughter from there to his parents address and then return to Ms. Singh's residence.

The third set of surveillance extended over four days in December 2018. On each of those days Mr. Arunargirinathan's tow truck was seen at Ms. Singh's residence. On December 19, 2018 Mr. Arunargirinathan is seen working on cars in Ms. Singh's driveway as well as entering and exiting the residence by way of the front door and garage. He also took out garbage to the curb. Later that day Ms. Singh arrived home and they both entered her residence and shortly thereafter their daughter arrived home.

On Saturday December 22, 2018 Mr. Arunargirinathan's tow truck was seen at Ms. Singh's again early in the morning. At 4:47 p.m. Mr. Arunargirinathan exited the residence and drove away with his daughter.

On December 23, 2018 Mr. Arunargirinathan's vehicle was again observed in Ms. Singh's driveway and approximately 3:15 p.m. he was seen exiting by the front door and then reentering the house. Ms. Singh and their daughter entered Mr. Arunargirinathan's tow truck. Mr. Arunargirinathan then came out of the residence again but this time wearing difference slacks and shoes then he had entered the house in. The three of them drove to Stouffville which I understand is where Ms. Singh's parents live.

On December 24, 2018 Mr. Arunargirinathan's tow truck was again observed at Ms. Singh's. At approximately 4:30 p.m. Mr. Arunargirinathan left her residence and went shopping at Winner's department store and returned to Ms. Singh's residence with packages.

On December 26, 2018, Mr. Arunargirinathan's tow truck was again parked at Ms. Singh's residence at approximately 2:48 p.m. Shortly after Ms. Singh departed in her own car with her daughter.

On December 27, 2018 Mr. Arunagirinathan's tow truck was observed parked at Ms. Singh's residence at 1:28 a.m. It was seen there again the following day.

Ms. Singh was questioned during her examination under oath regarding the first two sets of surveillance. Her answers to the most basic questions regarding the events described in the surveillance were vague and evasive. While I accept that the surveillance was done sometime prior to the examination under oath and she was not keeping track of Mr. Arunagirinathan's daily activities, I still found her answers to be vague and more evasive than I would have expected.

On December 7, 2018 counsel Unica for wrote counsel for Wawanesa indicating that he had spoken to Ms. Singh after he reviewed the surveillance footage. She indicated to him Mr. Arunagirinathan frequently parked his car at her residence even when he did not stay there. Counsel also noted that on one occasion Mr. Arunagirinathan parked his car on a side street away from his parents and suggested there was no room to park in his parents' driveway and he therefore parked at Ms. Singh's out of convenience. I note that Mr. Arunagirinathan's parents' residence is about an eleven minute drive from Ms. Singh. I find it somewhat surprising that Ms. Singh did not mention this arrangement when questioned about the presence of Mr. Arunagirinathan's vehicle at her house during her examination under oath.

Ms. Singh was questioned about the December 2018 and earlier surveillance during the hearing of this matter in February 2019. She explained the frequent presence of Mr. Arunagirinathan's tow truck at her residence by saying that there had been a number of break-ins in her community and by having Mr. Arunagirinathan's vehicle in her driveway it would appear there were people there. I am surprised that Ms. Singh did not mention this at her examination under oath or apparently when she spoke to counsel for Unica about the surveillance for Unica in December 2018.

Ms. Singh explained Mr. Arunagirinathan's frequent presence during the Christmas period of 2018 by stating that she had been ill and he was simply helping out. She continued to maintain that they were not in a relationship.

At the hearing, Mr. Arunagirinathan was also questioned regarding the surveillance of December 2018 and earlier. Like Ms. Singh, he testified that he left his tow truck at her place because there had been break-ins in the neighborhood and the truck's presence there would deter burglars. When asked how he would get to his parents' house after leaving the truck at Ms. Singh's as it was an eleven minute drive, he testified that he would get friends to drive him or take an Uber car. He also testified that Ms. Singh was ill over the holidays in December 2018 and he was simply helping out.

Having review the surveillance, one is left with the impression Mr. Arunagirinathan's truck was at Ms. Singh's residence a great deal of the time and very seldom at his parents' residence. While Mr. Arunagirinathan himself is not seen during many of "drive-by" surveillance occasions, that is not to say that he may not have been in the house. What we do know from the surveillance is that Mr. Arunagirinathan's tow truck was there almost all the mornings when surveillance was undertaken, often prior to 6:00 a.m. when the truck was seen there the previous evening.

We also know from the surveillance Mr. Arunagirinathan did help out with chores, such as taking out the garbage and work on cars at that location. In addition, he went to a restaurant with Ms. Singh and his daughter. In terms of his living arrangements in Ms. Singh's residence the surveillance shows him to be very comfortable entering and leaving both when Ms. Singh was there and when she was not. I was struck by the images of Mr. Arunagirinathan going into her house while Ms. Singh and their daughter waited in the truck and Mr. Arunagirinathan coming out having changed into a different set of clothes, including slacks and shoes. This certainly suggests that Mr. Arunagirinathan likely did more than occasionally sleep on the couch, if he has changes of clothes at Ms. Singh's residence. While Ms. Singh and Mr. Arunagirinathan did provide explanations for the tow truck being there so often and why he was seen at her residence so often, their lack of candor, especially on Mr. Arunagirinathan's part, causes me great concern about the weight I should give their evidence regarding the surveillance and their explanations.

Having reviewed the facts in the case in some detail it remains to apply those facts to the law as it relate to the term “spouse” as defined in section 224(1). In my view, only section 224(1)(c)(ii) could potentially apply to this situation. It states:

“spouse” means either of two persons who...

(c) have lived together in a conjugal relationship outside marriage,...

(ii) in a relationship of some permanence, if they are the natural or adoptive parents of a child; (“conjoint”)

It is agreed by both parties that the couple have had a child but other than that there is very little agreement. Certainly if one believes the evidence of Ms. Singh at both her examination under oath and at the hearing they would not meet the definition of spouses. Based on Mr. Arunargirinathan’s testimony, at the examination under oath, if believed, they would most likely meet the definition, however, for reasons best known to Mr. Arunargirinathan he totally changed his testimony at the hearing and if that testimony were to be believed they would again not meet the test.

I find as a fact that Mr. Arunargirinathan did have a separate residence, a basement apartment at is parents’ house, and he did use it on occasion, although it is unclear to me how often. Having said that, the Ontario Court of Appeal in Stephen vs. Stawecki [2006] O.J. No. 2412, determined that having two separate residences is not fatal to being spouses. The Court of Appeal stated:

The case law recognizes that given the variety of relationships and living arrangements, and mechanical red line test is simply not possible...we agree with the respondent that the jurisprudence interprets “lived together in a conjugal relationship” as a unitary concept and that specific arrangements made for shelter are properly treated as only one of several factors in assessing whether or not the parties are cohabiting.

I have no difficulty in concluding that Mr. Arunargirinathan spent a considerable period more time over at Ms. Singh’s then either of them admitted to. The surveillance clearly shows that he

kept changes of clothes there, and furthermore performed household chores such as taking out the garbage, repairing cars, etc.

In summary, there was a great deal of conflicting evidence put before me, and it essentially comes down, in my view, to a question of were Mr. Arunargirinathan and Ms. Singh simply co-parenting or were they spouses within the meaning of section 224(1)(c)(ii) of the Insurance Act. It is clear from the surveillance that Mr. Arunargirinathan and Ms. Singh had a much closer relationship than they testified to at the hearing. They did provide explanations for the very frequent presence of Mr. Arunargirinathan's tow truck and his presence, albeit belatedly. Having said that, Mr. Arunargirinathan gave such inconsistent testimony that it is very difficult to give any weight to it. While Ms. Singh's evidence was more consistent, as mentioned above, I found her to be vague and evasive to the point where I would tend to discount it considerably. The doctors and caregivers notes are somewhat contradictory and give some support for both positions. The surveillance certainly paints a picture of a very close relationship between Mr. Arunargirinathan and Ms. Singh. It must, however, be balanced with all the other evidence and that it was conducted well after the accident. The onus is on the Applicant in this matter, and on balance I find that while Mr. Arunargirinathan and Ms. Singh did have a very close relationship, on the evidence before me, it falls short of the criteria to make them spouses within the meaning of section 224(1)(c)(ii) of the Insurance Act at the time of the accident. Wawanesa is therefore in priority for payment of accident benefits to or on behalf of Mr. Arunargirinathan.

In the event that the parties are unable to agree with regard to the issue of costs I may be spoken to.

**DATED at TORONTO, ONTARIO this \_\_\_15th\_\_\_ DAY OF APRIL, 2019.**

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**M. Guy Jones**  
**Arbitrator**