Date: 2023 01 09
Docket: S-1-CV-2022 000082

IN THE SUPREME COURT OF THE NORTHWEST TERRITORIES

BETWEEN:

PUBLIC SERVICE ALLIANCE OF CANADA – YELLOWKNIFE REGIONAL OFFICE

Appellant

-and-

EVERT RYLAND

Respondent

Appeal from a Decision of the Territorial Court

Heard at Yellowknife: June 14, 2022

Written Reasons filed: January 9, 2023

REASONS FOR JUDGMENT OF THE
HONOURABLE JUSTICE K.M. SHANER

Counsel for the Appellant: Teri Lynn Bougie

Respondent was self-represented

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REASONS FOR JUDGMENT

INTRODUCTION

[1] This is an appeal from a decision of the Territorial Court dismissing the Appellant's applications to strike out an action or alternatively, to summarily dismiss it. The rules under which the appellant, the Public Service Alliance of Canada (the "PSAC") proceeded in Territorial Court are r 129(1)(a)(iv) and 175 of the *Rules of the Supreme Court of the Northwest Territories*, R-010-96, respectively. These are incorporated by reference into the Territorial Court's *Civil Claims Rules*, R 122-2016, by r 22(18). Rule 129(1)(a)(iv) permits the Court to strike out an action for abuse of process and r 175 permits the Court to dismiss an action summarily where it finds there is no genuine issue for trial.

[2] The Respondent, Evert Rylund ("Ryland"), brought a claim in Territorial Court seeking damages for breach of contract from the PSAC. Specifically, he claims he entered a contract with the PSAC under which he would provide his personal vehicle to haul equipment and materials to a temporary worksite the PSAC had set up for a snow carving project. At all material times the PSAC was Ryland's employer and Ryland attended at the temporary worksite and was paid for his work on the project as an employee. Ryland's position was within a bargaining unit represented by the Canadian Union of Labour Employees (the "CULE") and the

terms and conditions of his employment were governed by collective agreement between the PSAC and the CULE.

[3] In its application before the Territorial Court, the PSAC argued the action was an abuse of process or alternatively, there was no genuine issue for trial on the basis of *Weber v Ontario Hydro* 1995 CanLII 108 (SCC), [1995] 2 SCR 929 *(Weber)* and *New Brunswick v O'Leary* 1995 CanLII 109 (SCC), [1995] 2 SCR 967 (*O'Leary).* Under the legal framework set out in *Weber* and *O'Leary* (collectively, *"Weber"*), in a unionized workplace, disputes between employees and employers arising expressly or inferentially under a collective agreement fall within the exclusive jurisdiction of labour arbitrators. Courts applying a *Weber* analysis are tasked with determining the essential character of the dispute between the employer and employee and are not limited by how the action is framed.

[4] The PSAC's position in the Territorial Court and in this appeal is the dispute in this case falls squarely within the collective agreement, despite being framed in contract. As such, the Territorial Court does not have jurisdiction to determine Ryland's suit.

[5] Ryland's view is the parties entered into a contractual arrangement, distinct from Ryland's terms of employment.

FACTS AND BACKGROUND

[6] The collective agreement between the PSAC and CULE, which sets out Ryland's terms and conditions of employment, falls under the *Canada Labour Code*, RSC 1985 c L-2 which provides, in part:

> **56** A collective agreement entered into between a bargaining agent and an employer in respect of a bargaining unit is, subject to and for the purposes of this Part, binding on the bargaining agent, every employee in the bargaining unit and the employer.
>
> **57 (1)** Every collective agreement shall contain a provision for final settlement without stoppage of work, by arbitration or otherwise, of all differences between the parties to or employees bound by the collective agreement, concerning its interpretation, application, administration or alleged contravention.

[7] Subsection 60(1)(b) of the *Canada Labour Code* provides further that an arbitrator or an arbitration board is empowered to determine whether any matter before it is arbitrable.

[8] Article 14 of the collective agreement contains the grievance framework required under the *Canada Labour Code*. Sub-article 14.01 states:

> 14.01 A grievance is any written complaint made by the Union, an employee or group of employees regarding pay, working conditions, terms of employment or the interpretation, application, administration or alleged violation of this Collective Agreement including any question as to whether a matter is arbitrable . . .

[9] Article 25 of the collective agreement deals with specified allowances, benefits, and other reimbursable expenses, including car allowances. Sub-article 25.15 provides that in addition to the specified allowances,

> . . . the employer shall reimburse employees for other reasonable expenses incurred while performing their duties for the Employer, provided that the employee has received prior authorization for such expenses and that such expenses are supported by receipts.

[10] PSAC also has a travel policy. Among other things, it permits employees to be reimbursed on a "per kilometer" basis when using a personal vehicle for travel on PSAC business.

[11] In February of 2020, the PSAC organized a snow carving event in Yellowknife as a means of drawing attention to problems with the federal government's Phoenix pay system. Ryland was overseeing the event. It took place off site.

[12] Ryland's evidence is set out in an affidavit dated February 2, 2022. He says the PSAC had initially hired a contractor to provide construction skills and to haul materials in a truck for a fee of $50.00 an hour. That contractor backed out, so another was hired. The second contractor could provide construction skills, but could not supply a truck. Ryland looked into renting a truck and says this would have cost $500.00 to $700.00. He also considered hiring a taxi to transport the materials, but he determined this would be too costly as well.

[13] Ryland says he had a conversation with his supervisor, Daniel Kinsella ("Kinsella"), on February 20, 2020 about the need for a vehicle to transport materials. Ryland told Kinsella he would not provide his vehicle for the project unless he could charge the PSAC for it, and Kinsella agreed Ryland could charge the PSAC " . . . for the services of using my vehicle in this endeavour". Ryland did not provide evidence that there was an agreement as to the cost.

[14] Following the project's completion, Ryland submitted a claim for expenses incurred in relation to it. He included an invoice he had created for "Hauling Supplies, Equipt, etc. Re: Snow Carving". The charge was $240.00 and constituted rent for his truck. The fee he charged was based on the PSAC being prepared to pay the first contractor $50.00 an hour for his services, which included a truck, and the second contractor being paid $30.00 without the truck. This would leave $20.00 an hour in the budget for Ryland's truck.

[15] In support of its summary judgment and abuse of process applications, the PSAC provided an affidavit from Kinsella, filed February 3, 2022. Kinsella denies he ever agreed on behalf of the PSAC to rent the truck or to compensate Ryland outside the usual processes. He points out those usual processes compensate employees who use their own vehicle by paying a set rate per kilometer.

[16] Kinsella told Ryland he could not submit the expense claim with the truck rental fee included, stating Ryland's employment position did not include a vehicle allowance. He submitted the balance of Ryland's expense claims for reimbursement and advised Ryland to submit a claim for kilometers travelled in accordance with the travel policy to compensate him for costs connected to the use of his truck. Ryland did not do so.

[17] From correspondence between Ryland and his supervisor contained in the affidavit materials filed in Territorial Court, it appears Ryland had a relatively long-held belief he was entitled to a vehicle allowance and this has been a source of contention between him and the PSAC for some time. Ryland's position is not one which includes a vehicle allowance.

[18] Ryland was paid wages for his work on the project, including overtime. That these were wages owed and paid to him in his capacity as an employee of the PSAC, and not payments to him as an independent contractor, does not appear to be in issue.

[19] Ryland filed his suit in contract against the PSAC in Territorial Court on March 4, 2021 alleging, in part:

> In February 2020, I rented my pick-up truck to the [PSAC] for a period of 12 hours at a price of $20/hr. This was for work on a particular PSAC construction project, and the amount was due upon billing.
>
> . . . [the PSAC] refused to pay me the amount owing of $240.00. All other venders involved in this project were paid, but not me.

THE TERRITORIAL COURT RULING

[20] As noted, the PSAC brought applications to strike out Ryland's claim as an abuse of process or alternatively, for summary judgment dismissing claim based on *Weber*. Those applications were dismissed for reasons set out in *Ryland v Public Service Alliance of Canada*, 2022 NWTTC 03.

[21] The Territorial Court Judge (the "Judge") began his reasons by considering this Court's interpretation and application of its summary judgment rules following the Supreme Court of Canada's decision, *Hyrniak v Mauldin,* [2014] 1 SCR 87, in *Leishman v Hoechsmann,* 2016 NWTSC 27.

[22] In *Hyrniak,* Karakatsanis, J considered the summary judgment provisions of the Ontario *Rules of Civil Procedure,* RRO 1990, Reg 194 and adopted a significantly more expansive view of how summary judgment rules are to be applied generally. The case marked a movement away from the strict application of summary judgment rules, directing they "must be interpreted broadly, favouring proportionality and fair access to the affordable, timely and just adjudication of claims". *Hyrniak,* at para 5. Summary judgment will be an appropriate vehicle for resolution where there is no genuine issue requiring a trial. This will be the case where the record permits the judge to make the required factual findings, to apply the law to those facts and where the process is a proportionate, expeditious and less costly means of achieving a just result. *Hyrniak,* at para 49.

[23] The Judge noted this Court adopted the direction and approach set out in *Hyrniak* in the *Leishman* decision and stated he agreed with the reasoning therein; however, he determined neither the Supreme Court of Canada's reasons in *Hyrniak,* nor this Court's ruling in *Leishman* permitted him to weigh evidence in considering a summary judgment application. He based this on express provisions of the Ontario rule considered in *Hyrniak* which permit a judge to weigh evidence, evaluate a deponent's credibility, and draw any reasonable inference from the evidence. He noted the summary judgment rules under the *Rules of the Supreme Court of the Northwest Territories* do not contain equivalent provisions.

[24] Based on this, the Judge determined he could not reject Ryland's evidence regarding the alleged agreement between Ryland and the PSAC, stating:

> [21] I find that my ability to question Mr. Ryland's assertions that he entered into a rental agreement with PSAC at this stage of the proceedings is restricted to the extent that I am unable to reject them. I appreciate that the details of the contract he says he entered into between himself and PSAC appear cloudy. He

does not specifically say that Mr. Kinsella told him that he was agreeing to pay him $ 20 dollars/ hour for the use of his vehicle. However, he does say,

> "I informed Mr. Kinsella that if my pick-up truck was to be used in this task, then it would be me charging PSAC for a vehicle; rather than the person doing the construction work.
> [. . .]
>
> Mr. Kinsella refused to authorize payment to me for the rental costs for my pick-up truck; although he and I had agreed one week earlier that I would be paid for that."

[22] I think it would be unfair if I were to hold Mr. Ryland to the same standard as I would a lawyer in both the form and content of his affidavit. From what is set out in his affidavit it seems reasonably clear that he is saying that there was a meeting of the minds on the rental of his truck to PSAC at the rate he has indicated.

[25] The Judge next identified and addressed two questions stemming from his finding there was "a meeting of the minds" between the PSAC and Ryland to rent the truck. The first was whether it is possible for unionized employees to enter separate, non-employment contracts with the employer. Assuming the first question would be answered in the affirmative, the second question he identified was whether an alleged breach of that contract must be resolved through arbitration, rather than in the courts.

[26] With respect to whether an employee can form a separate, non-employment contract with the employer, the Judge found there was no impediment to this in either the collective agreement or in the *Canada Labour Code.*

[27] In answering the second question, the Judge identified the exclusive jurisdiction model set out in *Weber* and subsequent cases, focusing on whether the question of compensation for the use of Ryland's truck was arbitrable. He considered evidence that Ryland was carrying out his job duties with the PSAC and was remunerated, as an employee, for that work. He determined, however, the collective agreement does not address situations where an employee agrees to rent the employer a vehicle for use in relation to employment duties and moreover, the claim could not be processed as an "expense" thereunder:

> [35] That said, the collective agreement does not expressly cover a situation where an employee agrees with their employer to rent it their vehicle during the time they are working. PSAC, however submits that the collective agreement impliedly covers the issue where it states at article 25:15:

> The PSAC shall reimburse the employee for all reasonable expenses incurred while performing their duties for the PSAC, provided that such expenses are supported by receipts and have received prior authorization.

> [36] PSAC submits that if it is accepted that the plaintiff was told that he would be reimbursed for the use of his vehicle according to a formula other than mileage, his compensation amounts to an expense claim and not a separate commercial transaction. However, a claim for expenses is a claim for money that has been spent. While the rental agreement alleged by Mr. Ryland was for compensation for the use of his truck, it was not for reimbursement for expenditures.

[28] The Judge considered *NSUPE, Local 2 v Halifax Regional School Board*, 1998 NSCA 199, in which Cromwell, JA (as he was then) opined (at para 36) ". . . absent reasons to the contrary, courts should apply the general principle that arbitration, and not the court, is the forum for the initial determination of whether a matter is arbitrable". Ultimately, however, the Judge found there was no genuine question of arbitrability:

> . . . I have considered at length whether, based on the foregoing jurisprudence, the question of jurisdiction should be referred to arbitration under the collective agreement. Mr. Ryland alleges a contract that was outside of the collective agreement. His allegation is supported by his affidavit material. In my view based on what he is saying, there is not a genuine question about the arbitrability of the dispute.
>
> *Ryland*, at para 41

GROUNDS OF APPEAL

[29] The issues in this appeal can be summarized as follows:

a. Whether the Judge erred in applying the legal principles of summary judgment, specifically, by finding he was constrained in his ability to weigh evidence and draw inferences to properly characterize the dispute in the application for summary judgment; and

b. Whether the Judge erred in how applied the *Weber* framework.

[30] A further ground of appeal raised by the PSAC is that the Judge did not address whether the action should be stayed as an abuse of process under r 129(1)(a)(iv) of the *Rules of the Supreme Court of the Northwest Territories.* In my view, what the Judge would have had to consider in assessing this aspect of the PSAC's application was substantially the same as it was for the summary judgment

aspect, namely whether Ryland's suit should be dismissed for lack of jurisdiction, pursuant to *Weber*. Accordingly, it is unnecessary to address this ground of appeal.

STANDARD OF REVIEW

[31] Whether the judge erred in his interpretation of how to apply the legal framework for summary judgment is a question of law, to be determined on a standard of correctness. *Housen v Nikolaisen,* 2002 SCC 33, [2002] 2 SCR 235.

[32] Determining the essential character of the dispute within the *Weber* framework is a question of law reviewable on a standard of correctness. *Bruce v Cohon,* 2017 BCCA 186 at paras 76 to 80, leave to appeal ref'd [2017] SCCA No 307.

[33] Finally, determining the ambit of the collective agreement is a question of both fact and law, subject to the "palpable and overriding error" standard of review. *Bruce,* at paras 76 to 80.

ANALYSIS

Did the judge err in determining he could not weigh evidence and draw inferences in the summary judgment application?

[34] The PSAC brought its application before the Territorial Court under rr 175 and 176, which provide:

> 175. A defendant may, after delivering a statement of defence, apply with supporting affidavit material or other evidence for summary judgment dismissing all or part of the claim in the statement of claim.
>
> 176. (1) In response to the affidavit material or other evidence supporting an application for summary judgment, the respondent may not rest on the mere allegations or denials in his or her pleadings, but must set out, in affidavit material or other evidence, specific facts showing that there is a genuine issue for trial.
>
> (2) Where the Court is satisfied that there is no genuine issue for trial with respect to a claim or defence, the Court shall grant summary judgment accordingly.
>
> (3) Where the Court is satisfied that the only genuine issue is the amount to which the applicant is entitled, the Court may order a trial of that issue or grant judgment with a reference or an accounting to determine the amount.

> (4) Where the Court is satisfied that the only genuine issue is a question of law, the Court may determine the question and grant judgment accordingly.

[35] As set out above, the Judge acknowledged that, following the *Hyrniak* decision, this Court adopted a broad interpretation of how summary judgment rules should be applied in *Hoechsmann.* He noted, however, that the Ontario rules considered in *Hyrniak* contained express provisions allowing for evidence to be weighed, credibility assessed and inferences drawn, whereas rr 175 and 176 do not. On this basis, he determined he could not weigh the affidavit evidence or draw inferences which would allow him to reject Ryland's assertions.

[36] Respectfully, this is an error of law.

[37] While there is no express provision permitting a judge to weigh evidence, assess credibility and draw inferences in rr 175 and 176, these powers are necessarily implied. Summary judgment applications are typically based on affidavit evidence and almost invariably, that evidence is in conflict, albeit to differing degrees. Indeed, this is not unique to summary judgment applications. Wherever there are conflicting affidavits, a judge *must* weigh the evidence to determine the facts. Weighing is necessary to determine what evidence will be accepted or rejected, whether it is possible to reconcile conflicts and if so, how. The judge must then go on to make conclusions and ultimately decide if the application can be granted or if it should be dismissed. There will certainly be cases where the record is such that a judge, in considering affidavit evidence, finds is impossible to make reliable credibility assessments or to reconcile conflicting affidavit evidence. That may point to the conclusion that there is a genuine issue requiring a trial; however, the possibility of conflicting evidence does not give rise to a need for express provisions allowing a judge to weigh evidence.

[38] That there is no need for an express provision allowing a judge to weigh evidence and draw inferences under rr 175 and 176 is further borne out when these rules are considered in light of *Hyrniak* and cases following it, particularly from the Alberta Court of Appeal. *Hyrniak* called for a "shift in culture" to promote access to a proportionate, timely and affordable justice system. "The proportionality principle means that the best forum for resolving a dispute is not always that with the most painstaking procedure." *Hyrniak* at para 28. Interpreting the Northwest Territories' summary judgment rules to require judges be expressly authorized to weigh evidence would limit summary judgment to only the clearest of cases, with little or no conflicting evidence. This would run contrary to the direction in *Hyrniak,* which calls for greater access to less "painstaking" procedures where appropriate.

[39] It is also clear from *Hyrniak* that the Supreme Court of Canada did not intend its principles be limited only to Ontario. Justice Karakatsanis stated:

> 34 The summary judgment motion is an important tool for enhancing access to justice because it can provide a cheaper, faster alternative to a full trial. With the exception of Quebec, *all provinces feature a summary judgment mechanism in their respective rules of civil procedure. Generally, summary judgment is available where there is no genuine issue for trial.* (emphasis mine)

[40] The Alberta Court of Appeal considered the effects of *Hryniak* on Alberta's summary judgment rules and procedures in *Weir-Jones Technical Services Incorporated v Purolator Courier Ltd*, 2019 ABCA 49. The Alberta rules considered in that case are somewhat different in their wording than rr 175 and 176. Like the Northwest Territories' rules, however, they do not contain express provisions permitting the judge to weigh evidence or draw inferences. Nevertheless, Slatter, J ruled relief by way of summary judgment is not limited to cases where the evidence is uncontested. *Weir-Jones*, at para 21. In other words, judges in summary judgment applications may make factual findings based on contested evidence. Making these findings " . . . is an exercise in weighing evidence." *Weir-Jones,* at para 29.

[41] *Weir-Jones* is not binding on this Court. Nevertheless, it is an appellate court decision which confirms a judge hearing a summary judgment application can weigh conflicting affidavit evidence and make factual findings under procedural rules which do not expressly so state. It is highly influential and, in my view, offers a sound basis to conclude that, like the Alberta rules considered there, the Northwest Territories' rules permit judges to weigh evidence, assess credibility and make factual findings in hearing summary judgment applications.

[42] To conclude, the summary judgment process represents an important tool for access to justice, offering a more expeditious and affordable means of resolving legal disputes where the record permits the judge to make the required factual findings and to apply the law to those facts. It is not restricted to cases where the evidence is undisputed and as such, judges hearing summary judgment applications may weigh evidence, draw inferences from that evidence, and make factual findings to determine if there is a genuine issue requiring a trial.

Did the Judge err in law in how he applied the Weber framework?

[43] As noted, the Judge identified the exclusive jurisdiction model set out in *Weber* as the applicable legal framework. The legal policy behind *Weber* has its roots in *St Anne Nackawic Pulp & Paper Co v Canadian Paper Workers Union, Local 219,* (1986) CanLii 71 (SCC), [1989] 1 SCR 704. Justice Estey (at 718-19) opined collective agreements set out the "broad parameters" of the employer-employee relationship. That relationship, in turn, is properly regulated by arbitrators, rather than the courts. To permit access to the arbitration process as well as the courts would subvert both the relationship and the legislative scheme under which it arises. Later, he stated (at 721):

> What is left is an attitude of judicial deference to the arbitration process. . . It is based on the idea that if the courts are available to the parties as an alternative forum, violence is done to a comprehensive statutory scheme designed to govern all aspects of the relationship of the parties in a labour relations setting. Arbitration, when adopted by the parties as was done here in the collective agreement, is an integral part of that scheme, and is clearly the forum preferred by the legislature for resolution of disputes arising under collective agreements. From the foregoing authorities, it might be said, therefore, that the law has so evolved that it is appropriate to hold that the grievance and arbitration procedures provided for by the Act and embodied by legislative prescription in the terms of a collective agreement provide the exclusive recourse open to parties to the collective agreement for its enforcement.

[44] *Weber* requires consideration and determination of first, the "essential character" of the dispute and second, whether the essential character is a subject covered by the terms of the collective agreement. If the answer to both questions is "yes", then the dispute is within the sole jurisdiction of the arbitrator. In determining the essential character of the dispute, the *facts* giving rise to the dispute are what must be considered, not how the dispute is framed legally, such as, for example, in contract or tort, or a *Charter* breach. *Weber,* at paras 43, 45 and 49; *Regina Police Association Inc v Regina (City) Board of Police Commissioners,* 2000 SCC 14 at para 25, [2000] 1 SCR 360. Thus, the fact that Ryland has alleged a contract and framed his action as such is not determinative.

[45] It is also important to note a collective agreement need not provide for the particular dispute explicitly. "If the essential character of the dispute arises either explicitly, or *implicitly*, from the interpretation, application, administration or violation of the collective agreement, the dispute is within the sole jurisdiction of an arbitrator to decide". *Regina Police Association,* at para 25 (emphasis mine).

[46] Respectfully, the Judge did not apply the *Weber* framework correctly and this led to an incorrect conclusion regarding the essential character of the dispute and an overriding and palpable error in his conclusions about the ambit of the collective agreement.

[47] It appears the Judge's errors were driven by how Ryland framed his pleadings and how the Judge characterized the issues to be analyzed in the summary judgment application. Rather than starting with an analysis of the essential character of the dispute, the Judge began with the assumption that there was a contract between Ryland and the PSAC. He then went on to consider whether the rental fee Ryland claimed was arbitrable, or within the ambit of the collective agreement, ultimately determining it was not. He found there was no express provision in the collective agreement addressing the situation where an employee agrees to rent a personal vehicle to the employer. He also found Ryland could not claim compensation for renting his personal vehicle as an "expense" under Article 25 because the rental cost set out in the invoice Ryland submitted was not money which had already been spent. Thus, the Judge found it fell outside the meaning of expense in Article 25.

[48] In my view, had the Judge started with an analysis of the facts underpinning the dispute, rather than starting with the assumption there was a commercial contract and then considering whether it fell within the collective agreement, he would have reached a different conclusion.

[49] Applying the *Weber* framework, it is clear the essential character of this dispute arises under the collective agreement. Although there is disagreement about whether Kinsella agreed on behalf of the PSAC to rent Ryland's truck, the facts relevant to determining the essential character of the dispute do not conflict. At all times, Ryland was an employee. His position was within a bargaining unit governed by a collective agreement, which, in accordance with the *Canada Labour Code*, contains an arbitration clause. Ryland was performing work on a project for his employer, on work time. He was paid wages, including overtime. As the project manager, he incurred certain expenses and submitted these for reimbursement. Among the expenses he submitted was a claim for a fee to rent his truck to the PSAC. He did so in the form of an invoice he created. The fee he claimed for the truck rental was not reimbursed, though the other expenses were. Ryland was told he was not entitled to a vehicle allowance under the collective agreement and he was denied payment for the invoice; however, he was invited to submit a claim for a kilometrage expense as compensation for the use of the truck. Ryland declined to do so.

[50] Despite Ryland casting it as a commercial contract issue in his civil claim against the PSAC, it is clear what is at the heart of this dispute – its essential character - is Ryland's desire to be compensated for the use of his personal vehicle in the course of work performed for his employer, including the amount of that compensation. This falls squarely within ambit of collective agreement, which addresses expressly expense claims as well as travel by way of personal vehicle for employer business. It may be Ryland's truck rental invoice is not considered a legitimate expense and it is possible he will not be compensated for what he has claimed in the invoice he created and submitted. These possibilities do not change the essential character of the dispute, which is whether Ryland is entitled to compensation in the circumstances and if so, to what extent.

CONCLUSION

[51] The essential character of the dispute between Ryland and the PSAC falls within the ambit of the collective agreement. Therefore, its resolution is within the exclusive jurisdiction on an arbitrator.

[52] The appeal is therefore granted. There will be an order dismissing Ryland's claim against the PSAC.

[53] The PSAC shall have its costs.

K. M. Shaner
J.S.C.

Dated at Yellowknife, NT, this
9th day of January 2023

Counsel for the Appellant: Teri Lynn Bougie

The Respondent was self-represented

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