



Before: Judge Rowan Downing

Registry: Geneva

Registrar: René M. Vargas M.

MASSI

v.

SECRETARY-GENERAL
OF THE UNITED NATIONS

JUDGMENT

Counsel for Applicant:

Self-represented

Counsel for Respondent:

Jérôme Blanchard, HRLU

Introduction

1. By an application filed by postal mail on 13 July 2015 with the New York Registry of the Tribunal, rerouted to the Tribunal's Geneva Registry, and an amended application filed with the Geneva Registry by email on 17 August 2015, the Applicant, a former staff member of the United Nations Office at Geneva ("UNOG"), challenges the final settlement of the compensation due to him until 30 April 2012 for loss of earning capacity, under art. 11.2(d) of Appendix D to the Staff Rules, namely the "Rules Governing Compensation in the event of Death, Injury or Illness Attributable to the Performance of Official Duties on Behalf of the United Nations" ("Appendix D"), and the discontinuation of such compensation as of 1 May 2012.

Facts

2. On 28 March 1995, the Applicant, a security officer, was injured by individuals who entered the UNOG grounds during a protest.

3. On 18 May 1995, a claim for compensation under Appendix D was opened and, on 2 August 1995, it was transferred to the Advisory Board on Compensation Claims ("ABCC").

4. By decision of the Secretary-General of 21 February 1999, the Applicant was awarded compensation under art. 11.3 of Appendix D for permanent loss of function of the whole person of 72%, for an amount of USD224,726.08, as calculated by the ABCC.

5. On 14 April 1999, he was granted a disability benefit under art. 33 of the Regulations of the United Nations Joint Staff Pension Fund ("UNJSPF").

6. On 30 April 1999, the Applicant was separated from the Organization for health reasons.

7. By memorandum of 17 June 1999, the ABCC informed the UNOG Personnel Service that the Applicant's payment for permanent loss of function had been erroneously calculated and that the Applicant had been overpaid USD52,854.08.

8. Despite repeated requests from the Organization, the Applicant did not reimburse the overpayment.

9. On 13 January 2000, the Secretary-General decided:

a. to award compensation to the Applicant under art. 11.2(d) of Appendix D for loss of earning capacity effective 1 May 1999 until the end of April 2001, and

b. to deduct from the compensation awarded to the Applicant for loss of earning capacity, the overpayment of USD52,854.08, until the full amount had been recovered.

10. By letter dated 8 February 2000, the Applicant was informed of the Secretary-General's decision. Furthermore, the "decision to request a refund of the sum erroneously paid to the Applicant was confirmed by the former Administrative Tribunal in Judgment No. 1065, *Massi* (2002).

11. On 16 February 2001, the Applicant requested information about the calculation of the amount awarded to him under art. 11.2(d) of Appendix D.

12. By decision of the Secretary-General of 30 May 2002, the Applicant's compensation under art. 11.2(d) of Appendix D was extended until May 2004. The deduction of the overpayment of USD52,854.08 was to be continued until the full amount was recovered.

13. By letter of 11 June 2002, the Applicant was informed of the 30 May 2002 decision, and he was provided with the basis for the calculation of compensation under art. 11.2(d) of Appendix D, as well as with the recovery period of the overpayment made to him, which was estimated to end in September 2014.

14. By letter dated 19 February 2009, the Applicant requested information about the amount of overpayment recovered until then. In his letter, he noted that his UNJSPF disability benefit had been adjusted to cost-of-living several times, and that the estimated recovery period had been calculated with respect to a monthly amount of his Appendix D compensation set back in May 1999. Furthermore, he recalled having been advised that cost-of-living adjustments to his Appendix D compensation would reduce the recovery period.

15. By letter dated 13 March 2009, the Applicant was informed that the ABCC had been contacted concerning his request for information, and that it would likely take it some time to reply due to the nature of the request and the complexity of his file.

16. By decision of the Secretary-General of 29 October 2010, the Applicant's compensation under art. 11.2(d) of Appendix D was extended until 30 April 2012, which was also the time of review of the Applicant's disability benefit under the UNJSPF Regulations and Rules. Additionally, the deduction of the overpayment was to continue until its full recovery. The decision and an updated calculation estimating the end of the recovery period at around December 2012 or January 2013, were communicated to the Applicant by letter of 8 November 2010.

17. On 8 January 2014, the Applicant sent a letter to the Officer Responsible for Compensation Claims in Geneva ("ORCC") regarding his compensation under art. 11.2(d) of Appendix D, and the date of full recovery of the overpayment.

18. On 15 January 2014, the ORCC informed the Applicant that his request had been forwarded to the ABCC. The Applicant repeated his request by letters of 16 October 2014—to which the ORCC replied on 7 November 2014—and of 11 March 2015.

19. On 27 March 2015, the Secretary of the ABCC informed the ORCC in Geneva that he had reviewed the Applicant's case. He advised the ORCC that:

a. pursuant to the Secretary-General's decision of 29 October 2010, the Applicant's compensation for loss of earning capacity had only been extended until 30 April 2012, and that a further extension would be subject to a new decision of the Secretary-General; and

b. the Medical Services Division noted in a report of 10 April 2012 that the Applicant refused to seek treatment, and that this could be a factor in assessing the claim for an extension of compensation.

20. Also, the Secretary of the ABCC requested the ORCC to update the Applicant in respect of his claim, to seek the Applicant's comments and ask him whether he wished to submit updated medical report(s) on his condition.

21. By letter of 14 April 2015, the ORCC updated the Applicant on the status of his claim for compensation under art. 11.2(d) of Appendix D, and requested him to submit an updated medical report. The Applicant was further advised that should he disagree with such request, his claim would be presented to the ABCC as it stood.

22. By letter of 18 April 2015, the Applicant notified his refusal to send an updated medical report since he had already submitted one in 2012 in the context of the review of his UNJSPF disability benefit, at which time it had been decided to maintain the payment of such benefit without further review.

23. On 30 April 2015, the ORCC replied to the Applicant, confirming that the Appendix D procedure and that of the UNJSPF were distinct, and stressing that the request for an updated medical report was made in order to submit his claim to the ABCC in the best conditions.

24. The Applicant sent further emails on 5, 8 and 18 May 2015 where he maintained his refusal to send an updated medical report.

25. Upon further review of the Applicant's situation, the then Secretary of the ABCC noted that his predecessor had made an error when calculating the monthly payment due to the Applicant under art. 11.2(d) of Appendix D. As a result of that review, and upon recalculating the Applicant's benefit, the Secretary of the ABCC found that the Organization owed the Applicant an amount of USD72,226.46 for the compensation to which he was entitled under art. 11.2(d) of Appendix D until 30 April 2012.

26. By email of 29 May 2015, the ORCC informed the Applicant that his the supervisor of the Secretary of the ABCC, namely the Chief, Risk Management and Compensation Section, Insurance and Disbursement Service, Accounts Division OPPBA/DM, United Nations Headquarters ("Chief, Risk Management and Compensation Section"), had requested to have a telephone discussion with him "concerning [his] claim under the Appendix D".

27. On 2 June 2015, the above telephone discussion took place; during it, the Applicant was orally informed of the mistake that had been made (amount due to him), and that it would be corrected via a lump sum payment.

28. By email of the same day, the Chief, Risk Management and Compensation Section, confirmed to the Applicant that the Organization would be paying him USD72,226.46 as a full settlement of all funds due to him up to 30 April 2012 under art. 11.2(d) of Appendix D for loss of earning capacity, and asked the Applicant to "acknowledge and agree" that this payment "settles all claims in connection with any compensation under Appendix D to the Staff Rules to [him] through 30 April 2012". He also confirmed that the Applicant's claim for any benefit under Appendix D beyond 30 April 2012 would be submitted for consideration to the ABCC.

29. By email of 3 June 2015, the Applicant notified his disagreement with the proposed settlement and asked for "a better offer". By email of 10 June 2015, the Chief, Risk Management and Compensation Section, replied that the amount due to the Applicant was not negotiable as it was due to him under Appendix D.

30. On 9 June 2015, the ABCC decided to defer consideration of the extension of the Applicant's compensation under art. 11.2(d) of Appendix D beyond April 2012, pending further review of the claim by the Medical Services Division, and sought clarification about the Medical Services Division's decision to extend the Applicant's compensation "only until April 2012".

31. On 10 June 2015, the Applicant submitted a request for management evaluation challenging the amount offered to him as settlement of his claim for compensation under art. 11.2(d) of Appendix D until 30 April 2012, and the decision to reassess his entitlement to compensation after 30 April 2012.

32. By email of 13 June 2015, the Chief of the Risk Management and Compensation Section provided the Applicant with a detailed breakdown of the updated calculation of award under art. 11.2(d) of Appendix D until 30 April 2012. He also notified the Applicant that his claim for compensation after 30 April 2012 was vetted by the ABCC on 9 June 2015, and that he would be informed of the outcome in due course.

33. By email of 18 June 2015, the ORCC informed the Applicant that the amount of USD72,266.46 had been paid to him on 15 June 2015. He also advised the Applicant that the ABCC had reviewed his claim on 9 June 2015 and had decided to defer consideration of the extension of his compensation under art. 11.2(d) of Appendix D after April 2012 pending further review of the claim by the Medical Services Division.

34. On 22 June 2015, the Management Evaluation Unit notified the Applicant that it considered his request moot insofar as it concerned the settlement of his claim under art. 11.2(d) of Appendix until 30 April 2012, because payment of the sum of USD72,266.46 implemented fully the decision to pay him compensation. It also found that the Applicant's request for compensation after 30 April 2012 was irreceivable as no decision had yet been made.

35. By email of 24 June 2015, the Applicant provided a copy of a medical report dated 11 June 2015.

36. On 13 July 2015, the Applicant filed by postal mail his application with the New York Registry of the Tribunal, which was rerouted to the Tribunal's Geneva Registry, and, on 17 August 2015, he filed an amended version of it.

37. The Respondent submitted his reply on 13 October 2015.

38. By decision of 29 October 2015 of the Secretary-General, the continuation of the Applicant's compensation for loss of earning capacity under art. 11.2(d) of Appendix D was granted retroactively from 1 May 2012 until his normal retirement age on 31 May 2019, at the age of 62.

39. A copy of this decision was communicated to the Applicant by letter of 23 November 2015. He was also informed that the sum to be paid to him, retroactively, for the period from 1 May 2012 to December 2015, amounted to USD42,310.67, and that he would receive a monthly amount of USD977.45 from January 2016. The Respondent filed this decision with the Tribunal on 9 December 2015.

40. The Applicant submitted a rejoinder on 13 December 2015. The Respondent submitted comments thereto on 15 January 2016, with leave from the Tribunal, where he indicated inter alia that "payment to the Applicant of the sum of USD42,310.67 (corresponding to the period 1 May 2012 to December 2015 included) [had been] made on 17 December 2015".

41. Both parties agreed that a hearing was not necessary to adjudicate the case, thus meaning that, by agreement, the case would be considered as to liability and damages, if any, on the basis of the uncontested documentation filed by the parties.

Parties' submissions

42. The Applicant's principal contentions are:

Compensation under art. 11.2(d) of Appendix D until 30 April 2012

- a. He was entitled to compensation for loss of earning capacity under art. 11.2(d) of Appendix D since 18 May 2005, when the overpayment made to him had been fully recovered;
- b. The Administration's delay in paying said compensation for the period from 18 May 2005 until 30 April 2012 was unjustified, and caused him prejudice as he was not compensated for the drop in the exchange rate between the United States dollar and the Swiss franc and the loss of interest between the time payments should have been made and that at which payment was made;

Compensation under art. 11.2(d) of Appendix D after 30 April 2012

- c. By decision of 29 October 2010, the Secretary-General combined the compensation awarded to him under art. 11.2(d) of Appendix D with the disability benefit granted to him under the UNJSPF Regulations and Rules;
- d. As the United Nations Staff Pension Committee decided in 2012 to maintain his disability benefit with no further review, his compensation for loss of earning capacity under art. 11.2(d) of Appendix D should have automatically continued after 30 April 2012, without the need to request an updated medical report and to submit his claim for review to the ABCC;

Remedies

- e. Consequently, the Applicant requests the Tribunal to award him:
 - i. Compensation for material damages resulting from the Administration's delay to pay him compensation for his loss of earning capacity under art. 11.2(d) of Appendix D until 30 April 2012, taking into account fluctuations in the exchange rate between the

United States dollar and the Swiss franc, compounded interest of 5% and tax implications;

ii. Compensation for unfair and discriminatory treatment in requesting an updated medical report in an amount of approximately USD100,000;

iii. Compensation for loss of earning capacity retroactively from 1 May 2012, with compounded interest of 5%;

iv. Compensation for moral damages of USD50,000; and

v. Costs, representing USD5,000.

f. The Applicant also requests the Tribunal to refer those responsible for the handling of his case for accountability.

43. The Respondent's principal contentions are:

Compensation under art. 11.2(d) of Appendix D until 30 April 2012

a. Had the amount of compensation owed to the Applicant under art. 11.2(d) of Appendix D been initially correctly calculated, the overpayment made under art. 11.3 of Appendix D (USD52,854.08) would have been fully recovered on 13 May 2005; the Applicant would have then received, by decision of 29 October 2010, a lump sum for the period from 14 May 2005 to the date of payment, and monthly compensation from the date of payment until 30 April 2012;

b. Notwithstanding this miscalculation, full payment of the compensation until 30 April 2012 was made on 15 June 2015, soon after the error was discovered;

c. As the Applicant has been paid all outstanding amounts due to him under art. 11.2(d) of Appendix D until 30 April 2012, there is no decision adversely affecting his rights and, consequently, the application is irreceivable *rationae materiae* in this respect;

Compensation under art. 11.2(d) of Appendix D after 30 April 2012

d. The extension of any compensation under art. 11.(d) of Appendix D after 30 April 2012 is neither an implementation of the Secretary-General's decision of 29 October 2010, nor dependent upon any decision taken by the United Nations Staff Pension Committee; it required the taking of a new decision by the Secretary-General, upon recommendation by the ABCC;

e. The Organization's request for the Applicant to provide an updated medical report was a preparatory step in the process of determining whether the Applicant was entitled to compensation under art. 11.2(d) of Appendix D after 30 April 2012; therefore, it does not constitute an administrative decision that can be appealed before the Dispute Tribunal;

f. In any event, the request for an updated medical report was made to enable the Applicant to have his claim reviewed by the ABCC in the best conditions, and complied with art. 15 of Appendix D; furthermore, the Applicant submitted the requested report on 24 June 2015;

g. The application is irreceivable insofar as it concerns compensation after 30 April 2012, as no decision had been taken at the time of filing the application; it has also become moot following the Secretary-General's decision of 29 October 2015, which is favourable to the Applicant;

h. Consequently, the Respondent requests the Tribunal to dismiss the application in its entirety as irreceivable.

Consideration

Receivability

44. Pursuant to art. 2.1(a) of its Statute, the Dispute Tribunal is competent to hear and pass judgment on applications against "an administrative decision, that is alleged to be in non-compliance with the terms of appointments or the contract of employment". The Appeals Tribunal consistently held that "an 'administrative decision' is a unilateral decision taken by the Administration in a precise

individual case (individual administrative act), which produces direct legal consequences to the legal order” (*Tabari* 2010-UNAT-030, endorsing the definition adopted by the former United Nations Administrative Tribunal Judgement No. 1157, *Andronov* (2003)).

45. The Tribunal notes that, on 2 June 2015, the Administration decided to pay compensation to the Applicant for his loss of earning capacity, under art. 11.2(d) of Appendix D, for the period from 14 May 2005 to 30 April 2012, and that payment of the amount of USD72,266.46 was effectively made to him on 15 June 2015.

46. However, the Applicant challenges the amount paid, notably on the ground that the delay in making such payment was not taken into account. There can be no doubt that the determination of the amount to be paid retroactively to the Applicant as compensation for loss of earning capacity is an administrative decision, as defined above. The Applicant submitted a request for management evaluation of said decision on 10 June 2015, within the 60-day time limit set forth in staff rule 11.2(c).

47. Therefore, the Tribunal finds that the application is receivable insofar as it concerns the payment of compensation under art. 11.2(d) of Annex D until 30 April 2012.

48. Turning to the payment of compensation for loss of earning capacity after 30 April 2012, the Tribunal notes that the Applicant challenges the decision of the Compensation Claims Service, UNOG, of 14 April 2015, to reassess his entitlement to such compensation, claiming that extension ought to be automatic. It is further noted that the Secretary-General decided on 29 October 2015 to extend the Applicant’s compensation for loss of earning capacity from 1 May 2012 until his retirement age. This decision resolves the issue of the Applicant’s entitlement to compensation for loss of earning capacity after 30 April 2012 and, therefore, renders the application moot in this respect.

49. Still, the Tribunal remains seized of this matter insofar as the Secretary-General's decision to extend compensation after 30 April 2012 was delayed until 29 October 2015. To fully resolve it, the Tribunal needs to examine whether an application in this respect is receivable and, if so, whether such delay was attributable to the Administration.

50. Even if the letter of 14 April 2015 was not considered to be an administrative decision, the Tribunal finds the application receivable on the basis that the Administration failed to decide on the extension of the Applicant's compensation for loss of earning capacity after 30 April 2012 by the time of the application, namely on 13 July 2015. This failure amounts to an administrative decision. In this respect, the Tribunal recalls that it is well established that "not taking a decision is also a decision" (*Tabari* 2010-UNAT-030). The Respondent's argument that the application was premature as no decision had been taken on the Applicant's entitlement to compensation after 30 April 2012 at the time is misplaced.

51. Therefore, the Tribunal finds that the application is receivable insofar as it challenges the delay by the Administration to decide on the Applicant's entitlement to compensation for loss of earning capacity beyond 30 April 2012.

Merits

52. Entitlement to compensation for loss of earning capacity is provided for by art. 11.2(d) of Appendix D, which states that:

Where, upon the separation of a staff member from the United Nations service, it is determined that he is partially disabled as a result of the injury or illness in a manner which adversely affects his earning capacity, he shall be entitled to receive such proportion of the annual compensation provided for under article 11.1 (c) as corresponds with the degree of the staff member's disability, assessed on the basis of medical evidence and in relation to loss of earning capacity in his normal occupation or an equivalent occupation appropriate to his qualifications and experience.

53. In turn, art. 11.1(c) of Appendix D provides that:

Immediately following the date on which salary and allowances cease to be payable under the Staff Regulations and Rules applicable, including paragraph (b) of this article, and for the duration of the staff member's total disability, he shall receive annual compensation payments equivalent to two-thirds of his final pensionable remuneration plus one-third of such annual rate in respect of each unmarried child of the staff member qualifying under article 2 (c), subject always to the successive application of the three limitations set out below:

- (i) Payments in respect of each such child shall not be less than \$300 per annum and shall not exceed \$1,000 per annum and the total compensation payable in respect of the children of one staff member shall not exceed \$3,000 per annum;
- (ii) The total annual compensation payments under article 11.1 (c) shall not be less than the smaller of the following two amounts:

The pensionable remuneration applicable to the salary level of G.1, step 1, or its equivalent in the General Service category at the last permanent duty station of the staff member, plus \$300 for each of his dependents in respect of whom a dependency allowance was payable; or

The maximum amount specified in art. 11.1 (c) (iii);

- (iii) The total annual compensation payments under article 11.1 (c) shall not exceed the amount of the final annual pensionable remuneration of the staff member plus the annual dependency allowances to which he was entitled at the date of the cessation of his employment.

54. Pursuant to art. 4 of Appendix D, “[c]ompensation awarded under these rules is intended to supplement benefits awarded under the Regulations of the Joint Staff Pension Fund”. Art. 4.2 further provides that “[w]hen periodic benefits paid under the Regulations of the Joint Staff Pension Fund are adjusted after award in respect of variations in cost-of-living, annual compensation paid under articles 10.2, 11.1(c) and 11.2(d) of these rules shall similarly be adjusted”.

55. As to the administration of claims, art. 12 provides that “[c]laims for compensation under these rules shall be submitted within four months of the death of the staff member or the injury or onset of the illness; provided, however, that in exceptional circumstances the Secretary-General may accept for consideration a claim made at a later date”.

56. Art. 14 provides that “[t]he Secretary-General may require the medical examination of any person claiming or in receipt of a compensation for injury or illness under these rules”. Art. 15 also provides that “[e]very person claiming under these rules or in receipt of a compensation under these rules shall furnish such documentary evidence as may be required by the Secretary-General for the purpose of determination of entitlements under these rules”.

Compensation for loss of earning capacity until 30 April 2012

57. It is undisputed that the Applicant was entitled to receive payment from the Organization for compensation under art. 11.2(d) of Appendix D from 14 May 2005 until 30 April 2012, and that he was paid an amount of USD72,266.46 on 15 June 2015 in this respect. The question at issue is whether this payment, which was delayed, fully compensates the Applicant for the amounts due to him under art. 11.2(d) of Appendix D. To resolve this matter, the Tribunal must first examine when the Applicant’s entitlements were due, and then whether the delay in payment is attributable to a breach of the Organization’s obligations.

58. The Respondent submits that the Applicant’s entitlement to compensation under art. 11.2(d) of Appendix D for the period from 14 May 2005 to 30 April 2012 did not accrue until 29 October 2010, date at which the Secretary-General decided to extend the Applicant’s compensation from May 2004 until 30 April 2012. This argument does not withstand judicial scrutiny. Whilst the Respondent is correct to say that the Secretary-General’s decision to grant the Applicant compensation for the concerned period was only taken on 29 October 2010, the Applicant’s right to such compensation accrued earlier, that is, from 14 May 2005, as explained below.

59. Pursuant to art. 11.2(d) of Appendix D, the Applicant was entitled to receive compensation for loss of earning capacity, from the moment it was determined that he was partially disabled as a result of his work-related injury in a manner which adversely affected his earning capacity. The Secretary-General first awarded the Applicant compensation under art. 11.2(d) of Appendix D on 13 January 2000, for the period of 1 May 1999 through end of April 2001. On 20 May 2002, the Secretary-General extended compensation until April 2004 and, by decision of 29 October 2010, he further extended it from May 2004 until 30 April 2012.

60. The Tribunal notes that a little over a year lapsed between the end of the first period of entitlement (30 April 2001) and its first extension (20 May 2002). Moreover, over six years went by between the end of the second period of entitlement (30 April 2004) and its renewal until 30 April 2012 (29 October 2010). The decisions, in particular the October 2010 one, do not provide any explanation for this delay, nor did the Respondent in the course of the current proceedings.

61. The Tribunal stresses that it was incumbent upon the Organization to initiate a timely review of the Applicant's case to determine whether his compensation under Appendix D ought to be extended after May 2004. In this respect, it is noted that art. 12 of Appendix D solely required the Applicant to submit his initial claim for compensation within four months of his injury. There was no other requirement under these rules for him to submit any additional claims, notably for his entitlement under art. 11.2(d) to be extended. Absent any such requirement, the responsibility to initiate the review of the Applicant's case fell upon the Organization. This interpretation of the rules is confirmed by the practice, as the ABCC did not require the Applicant to submit a new claim to initiate a review of his entitlements but rather acted on its own volition.

62. Given that compensation for loss of earning capacity is meant to replace a salary in case of partial disability, the Tribunal is of the view that, in principle, there should be no interruption of payment as long as the disabling condition

persists. It is therefore of the outmost importance that review of the entitlements be made in a timely manner and not otherwise.

63. It follows that once the initial decision had been made to compensate the Applicant under art. 11.2(d) of Appendix D, any delay in reviewing his case and extending compensation should not prejudice him, unless it is attributable to him, for instance for not having provided information required under arts. 14 or 15 of Appendix D. There is no evidence before the Tribunal suggesting that the decision's delay may be imputed to the Applicant. Rather, the case clearly indicates a lack of follow-up on, and attention to, the Applicant's case, as will be more amply discussed below.

64. In view of the foregoing, the Tribunal finds that although the Secretary-General only extended the Applicant's compensation under art. 11.2(d) of Appendix D on 29 October 2010, the Applicant's entitlement to such compensation accrued from 14 May 2005, namely the date at which payment of his compensation should have commenced following full recovery of the overpayment made to him.

65. It is undisputed that the delay for the payment of the Applicant's compensation under art. 11.2(d) of Appendix D was due to a miscalculation by the Organization of the overpayment recovery. This error was uncovered in May 2015, when the then Secretary of the ABCC reviewed the Applicant's situation "fully". Most surprisingly, there is no evidence of a record being kept of the balance due by the Applicant to the Organization following the monthly deduction of his compensation under art. 11.2(d) of Appendix D. The records show that apart from this review undertaken in May 2015, calculations of the overpayment recovery were only made in May 2002 (for the period from 1 May 1999 through 31 March 2002) and in November 2010 (for the period from 1 April 2002 through 30 April 2012).

66. The Tribunal stresses that the Organization was under an obligation to resume payment of compensation to the Applicant under art. 11.2(d) of Appendix D as soon as full recovery of the overpayment made to him for his compensation for permanent loss of function had been made. This is particularly

relevant given that the calculation sheet provided to the Applicant in 2002 clearly indicated that “[f]uture cost-of-living increases will shorten [the overpayment recovery] period”. As the amount to be deducted every month from the Applicant’s debt was subject to yearly variation based on the adjustment to the cost-of-living, in accordance with art. 4.2(d) of Appendix D, it was incumbent upon the Organization to follow-up closely on the balance due by the Applicant.

67. Not only did the Organization not follow-up on the Applicant’s case as it was required, but it also prevented him from doing it himself by not providing him information about the amounts due to him under art. 11.2(d) of Appendix D or the balance of his debt to the Organization. The Tribunal is particularly concerned with the fact that the Organization clearly made two significant mistakes in the calculation of the amounts due to the Applicant (initially for his permanent loss of function, and then for the calculation of the payments owed to him for loss of capacity earning), and that it did not properly follow-up on his case after it decided to recover the overpayment made to him. Not only did the Organization not comply with its obligation to pay compensation in a timely manner to the Applicant under art. 11.2(d) of Appendix D, but its conduct displays negligence, if not gross negligence, in the handling of the contractual obligation owed to the Applicant.

68. In view of the foregoing, the Tribunal finds that the Organization failed to fulfil its obligation to make timely payments to the Applicant for the compensation due to him under art. 11.2(d) of Appendix D from 14 May 2005 to 30 April 2012.

69. The Tribunal notes that the retroactive payment made to the Applicant on 15 June 2015 covered the compensation due to him under art. 11.2(d) of Appendix D from 14 May 2005 to 30 April 2012, with adjustments to the cost-of-living, but does not take into account the fact that such payment was delayed. It goes without saying that a delayed payment entails economic consequences, as will be more amply discussed below, and that it is for the Organization to bear the consequences of its mistake.

70. Therefore, the Tribunal finds that the amount of USD72,266.46 paid to the Applicant on 15 June 2015 does not compensate him fully for the delay in the payment of his compensation under art. 11.2(d) of Appendix D for the period of 14 May 2005 through 30 April 2012. The Applicant is entitled to be compensated for the damages caused by such delay.

Compensation for loss of earning capacity after 30 April 2012

71. The same reasoning applies for compensation under art. 11.2(d) of Appendix D due to the Applicant for the period from 1 May 2012 until 31 December 2015.

72. At the outset, the Tribunal dismisses the Applicant's argument that no new decision by the Secretary-General was necessary to extend his compensation after 30 April 2012 because the UNJSPF had decided to no longer review his entitlement to a disability benefit, pursuant to its Regulations and Rules. The two procedures, although interconnected to some extent, are nevertheless distinct. It is clear from art. 11.2(d) of Appendix D, that the decision to award and extend compensation for loss of earning capacity must be taken by the Secretary-General. It is also clear from arts. 14 and 15 of Appendix D that the Secretary-General was entitled, for the purpose of extending compensation under art. 11.2(d), to request the Applicant an updated medical report.

73. However, the Tribunal is again concerned with the fact that the decision to extend the Applicant's compensation under art. 11.2(d) of Appendix D after 30 April 2012 was made only on 29 October 2015, more than three years after it was due. The Tribunal finds that this delay is essentially attributable to the Organization. It appears that the Organization did not initiate the review of the Applicant's case until 14 April 2015, when it requested the Applicant to submit an updated medical record. Although the Applicant initially refused to submit such record, he did so on 24 June 2015, less than three months later. This is not unreasonable and certainly does not account for most of the delay incurred before a decision was issued.

74. In view of the foregoing, the Tribunal finds that the Administration failed to comply with its obligation under art. 11.2(d) of Appendix D in not making timely payments of the Applicant's compensation from 1 May 2012 through 31 December 2015.

75. The Tribunal notes that according to the Respondent's submissions of 15 January 2016, payment of USD42,310.67 to the Applicant for compensation under art. 11.2(d) of Appendix D for the period from 1 May 2012 to 31 December 2015 was made on 17 December 2015. The Tribunal recalls that the Administration's decision to pay the Applicant an amount of USD42,310.67, which was issued after the filing of the application, is not under review in the current proceedings, as it already pointed out in its Order No. 4 (GVA/2016) of 6 January 2016. That having been said, the making of a payment during the course of the proceedings does not affect the Tribunal's jurisdiction to examine remedies in respect of the Organization's failure to fulfil its obligation under art. 11.2(d) of Appendix D.

Remedies

76. Having found that the Administration failed to satisfy its obligation to make timely payments to the Applicant for the compensation due to him under art. 11.2(d) of Appendix D for the period of 14 May 2005 to 30 April 2012 and for the period of 1 May 2012 to 31 December 2015, the Tribunal shall examine the Applicant's request for remedies summarised in para. 42.e above, insofar as they are relevant to these findings. The Tribunal will consider the remedies in light of art. 10.5 of its Statute, which delineates its powers regarding their award as follows:

As part of its judgement, the Dispute Tribunal may only order one or both of the following:

(a) Rescission of the contested administrative decision or specific performance, provided that, where the contested administrative decision concerns appointment, promotion or termination, the Dispute Tribunal shall also set an amount of compensation that the respondent may elect to pay as an alternative to the rescission of the contested administrative decision or specific

performance ordered, subject to subparagraph (b) of the present paragraph;

(b) Compensation for harm, supported by evidence, which shall normally not exceed the equivalent of two years' net base salary of the applicant. The Dispute Tribunal may, however, in exceptional cases order the payment of a higher compensation, and shall provide the reasons for that decision.

Compensation for material damages

77. Insofar as the delay for the payment of his compensation under art. 11.2(d) of Appendix D for the period of 14 May 2005 through 30 April 2012 is concerned, the Applicant requests compensation for the unfavourable exchange rate between the United States dollar and the Swiss franc over the concerned period, the loss of interest and the taxation impact resulting from the receipt of a lump sum instead of monthly payments over several years. As to his compensation under art. 11.2(d) of Appendix D, the Applicant requests retroactive payment of his entitlements, with compounded interest at a rate of 5%.

78. Pursuant to art. 10.5(b) of the Tribunal's Statute, the Applicant is entitled to be compensated for the material damages he suffered as a result of the delayed payment of his compensation under art. 11.2(d) of Appendix D for the period of 14 May 2005 until 30 April 2012, and then from 1 May 2012 until 31 December 2015. The very purpose of compensation is to place the Applicant in the same position he would have been in, had the Organization complied with its contractual obligations (*Warren* 2010-UNAT-059; *Iannelli* 2010-UNAT-093). In assessing the Applicant's financial loss resulting from the delayed payment of his compensation for loss of earning capacity, the Tribunal shall take into account the following:

- a. The Applicant's compensation is subject to adjustment to cost-of-living, which is based on the Consumer Price Index in the United States of America, every 1st of April;
- b. Although art. 11.1(c) of Appendix D provides for an annual payment of the compensation, the practice is for it to be paid on a monthly basis;

c. The Applicant's compensation is paid in United States dollars but he lives in Switzerland where his compensation is also deposited; hence any fluctuation in the exchange rate between the United States dollar and the Swiss franc affects his net income; and

d. The Applicant has not been paid any interest for the delay in payment, and he was clearly denied the opportunity to earn interest due to the delay in payment.

79. As to damages resulting for the late payment of the Applicant's compensation under art. 11.2(d) of Appendix D for the period of 1 May 2005 to 30 April 2012, the Tribunal finds that the Applicant is entitled to be paid interest on the compensation due to him from 14 May 2005, until he received payment on 15 June 2015. Following the jurisprudence of the Appeals Tribunal, the Tribunal finds it appropriate to apply the United States of America prime rate to the amounts due to the Applicant (*Warren* 2010-UNAT-059; *Iannelli* 2010-UNAT-093). In the present circumstances where payments ought to have been paid monthly, over the course of nearly seven years, the Tribunal considers it appropriate to calculate the interest on the cumulative amounts due to the Applicant at the end of each year, based on the United States of America prime rate applicable at the time, and to compound the interest annually until payment was made on 15 June 2015. Calculated on this basis, the interest amount to USD25,933.21. The full calculations are set out as an annexure to this judgment.

80. The Applicant is also entitled to be compensated for the fluctuations in the exchange rate between the United States dollar and the Swiss franc, based on the UN monthly exchange rate. Had the monthly amounts due to the Applicant been converted into Swiss francs as soon as being paid, the Applicant would have received the equivalent of CHF79,197.64 over the years. When the Applicant was paid USD72,266.46 on 15 June 2015, the exchange rate between the United States dollar and the Swiss franc was 0.95; he therefore received the equivalent of CHF68,653.14. The Applicant is entitled to be compensated for the difference, namely CHF10,544.50. The full calculations are set out in an annexure to this judgment.

81. Finally, the Tribunal acknowledges that the payment of a lump sum of USD72,266.46 in 2015 instead of monthly instalments over a period of seven years is likely to have tax implications for the Applicant. However, these could not be known at the time the application was filed, i.e. on 13 July 2015, so no evidence has been submitted in this respect. To place the Applicant in the same position he would have been had the Organization complied with its obligations, the Organization shall bear responsibility for any amount the Applicant will have to pay to the Swiss tax authorities as a result of receiving payment of his compensation as a lump sum of USD72,266.46 in 2015, rather than through monthly payments between 14 May 2005 and 30 April 2012.

82. As the Tribunal is not in a position to determine the difference between the taxes the Applicant will have to pay as a result of receiving a lump sum in 2015 and that he would have had to pay annually if he had received monthly payments between 2005 and 2012, it will order the Organization to make this calculation, upon production by the Applicant of his tax declarations for the years 2005 until 2012 and for 2015.

83. As to damages resulting from the late payment of the Applicant's compensation under art. 11.2(d) of Appendix D for the period from 1 May 2012 to 31 December 2015, the Tribunal finds that the Applicant is equally entitled to be paid interest at the United States of America prime rate, compounded on an annual basis. These represent an amount of USD3,328.65. The full calculations are set out in an annexure to this judgment. The Tribunal notes that the Applicant has not been prejudiced by the exchange rate during this period and that, indeed, he did not allege any damages in this respect.

84. Furthermore, the Tribunal is not in a position to award any compensation for the tax implications resulting from the lump sum payment for said period given that it was not requested. Given the failures of the Respondent towards the Applicant, he could consider voluntarily compensating the Applicant for this loss, notwithstanding that there is no direct claim made.

Compensation for moral damages

85. The Applicant also requests compensation for moral damages as a result of the stress and anxiety caused by the Organization's failure to provide him with the necessary information to follow-up on his case, the Administration's bad faith in the handling of his case, and the ten years delay in resuming payment of his compensation for loss of earning capacity after the overpayment made to him had been fully recovered, which put him under financial pressure and further impaired his health condition.

86. Pursuant to art. 10.5(b) of its Statute, the Tribunal may award compensation for moral injury if it is sufficiently substantiated by evidence. It is settled jurisprudence that "[a]n entitlement to moral damages may (...) arise where there is evidence produced to the Dispute Tribunal by way of a medical, psychological report or otherwise of harm, stress or anxiety caused to the employee which can be directly linked or reasonably attributed to a breach of his or her substantive or procedural rights and where the UNDT is satisfied that the stress, harm or anxiety is such as to merit a compensatory award (*Asariotis* 2013-UNAT-309).

87. As held in *Dahan* UNDT/2015/053 (paras. 89 and 90),

The Tribunal does not consider that evidence establishing the existence of moral injury must compulsorily be *viva voce* evidence. Such fact can be gathered and/or inferred from the pleadings and documents produced by a party.

... if the pleadings contain a clear showing of "harm"... that is evidence enough to grant an award for moral damages.

88. The Applicant submits uncontested statements that he suffered emotional harm associated with financial insecurity, occasioned by the Organization's failure to timely pay him compensation for loss of earning capacity for over ten years, and to keep him informed of the balance of his debt towards the Organization following the overpayment made to him. He claims that this stressful situation amplified his health issues, notably his psychiatric condition for which he has been attributed a 65% permanent disability. From these averments and the objective facts in respect of the multiple failures of the Respondent in this

matter, it can reasonably be concluded that the Applicant sustained stress, anxiety and frustration, as well as a sense of unfairness and lack of care, arising from the repeated breaches of his substantive right to receive compensation for his loss of earning capacity under art. 11.2(d) of Appendix D, and the mishandling of his case by the Organization over several years.

89. The lack of information provided by the Organization to the Applicant in respect of his case was instrumental in preventing the Applicant from exercising his rights and, thus, created a feeling of unfairness. Even when the Organization discovered in June 2015 that it owed USD72,266.46 to the Applicant, it only contacted him by phone and provided him a few lines of calculations, whereas best practice and due consideration for the Applicant's rights would have required that he be provided a detailed written explanation. The mental harm caused to the Applicant as a result of the Organization's failure to abide by its obligations is particularly acute given that the wrongdoing lasted for over ten years, and the fact that the Applicant was in a vulnerable situation due to his disability following his serviced-incurred injury.

90. The Tribunal finds that a former staff member who became unable to work because of an injury he sustained while ensuring security for the Organization during a protest, would be dismayed by the lack of care for his well-being displayed by said Organization, as he has stated.

91. Taking into account the prolonged, repeated and serious violations of the Applicant's right to compensation for loss of capacity earning, the lack of care displayed by the Organization in complying with its contractual obligations towards a former staff member who became disabled following a serviced-incurred injury, and the significant impact these factors had on the Applicant's already fragile mental condition over the course of ten years, the Tribunal finds it appropriate to set the *quantum* of moral damages to USD9,000.

Referral for accountability

92. Finally, the Applicant requests the Tribunal to refer those responsible for the mishandling of his case for accountability.

93. In the Tribunal's view, the present case is not appropriate to be referred to the Secretary-General to enforce accountability under art. 10.8 of its Statute.

94. However, the Tribunal strongly recommends that the Organization looks into its procedures and practices to ensure that mistakes in calculation such as the ones that occurred in the present case are not reproduced in the future or that, at the very least, they are promptly detected. In cases where amounts due to the Organization are being recovered through deductions from payments that ought to be made, an appropriate mechanism should be in place to monitor the balance due and to keep the concerned staff member or former staff member regularly informed. Amongst others, audit processes in place, if any, need to be examined for their competency; otherwise, they need to be implemented. The Tribunal is particularly concerned with the fact that the overpayment by the Organization was discovered readily, but that it took the Organization over ten years before it discovered that it had failed in its obligations to the Applicant.

95. It is in the interests of both the staff members and the Organization that the systems that led to the mishandling of the Applicant's case be rectified, so that he and others incapacitated during the course of their employment are properly and appropriately looked after according to the requirements of the applicable administrative issuances. The administrative mistakes made in respect of the Applicant should have never occurred.

96. The Organization should be able to demonstrate best practices towards its former staff members in the situation of the Applicant. Unfortunately it has failed to even approach a minimally reasonable standard of performance, let alone best practices in this matter.

Conclusion

97. In view of the foregoing, the Tribunal ORDERS that:

- a. The Applicant shall be paid material damages in the amount of USD29,261.86 plus CHF10,544.50;

- b. The Respondent shall pay the Applicant, upon presentation of his tax declarations for the years 2005 through 2012 and 2015, compensation for any additional taxes paid by him to the Swiss tax authorities as a result of receiving in 2015 the sum of USD72,266.46 for compensation for loss of earning capacity, instead of being paid monthly instalments, from 1 May 2005 to 30 April 2012;
- c. All costs in ascertaining compensation under this order shall be paid by the Respondent;
- d. The Applicant shall also be paid moral damages in the amount of USD9,000;
- e. The aforementioned compensations shall bear interest at the United States of America prime rate with effect from the date this Judgment becomes executable until payment of said compensations. An additional five per cent shall be applied to the United States of America prime rate 60 days from the date this Judgment becomes executable; and
- f. All other claims are rejected.

(Signed)

Rowan Downing

Dated this 19th day of July 2016

Entered in the Register on this 19th day of July 2016

(Signed)

René M. Vargas M., Registrar, Geneva

	Xrate	USD	CHF	Interest Rate for Late Payment	Compound interest	Compunded Interest Due (running total)
2005-05	1.19	\$ 426.19	SFr. 507.17			
2005-06	1.23	\$ 799.11	SFr. 982.91			
2005-07	1.28	\$ 799.11	SFr. 1,022.86			
2005-08	1.29	\$ 799.11	SFr. 1,030.85			
2005-09	1.27	\$ 799.11	SFr. 1,014.87			
2005-10	1.29	\$ 799.11	SFr. 1,030.85			
2005-11	1.27	\$ 799.11	SFr. 1,014.87			
2005-12	1.31	\$ 799.11	\$ 6,019.96 SFr. 1,046.83	7.25%	\$ 436.45	\$ 436.45
2006-01	1.31	\$ 799.11	SFr. 1,046.83			
2006-02	1.29	\$ 799.11	SFr. 1,030.85			
2006-03	1.32	\$ 799.11	SFr. 1,054.83			
2006-04	1.3	\$ 826.28	SFr. 1,074.16			
2006-05	1.27	\$ 826.28	SFr. 1,049.38			
2006-06	1.21	\$ 826.28	SFr. 999.80			
2006-07	1.24	\$ 826.28	SFr. 1,024.59			
2006-08	1.23	\$ 826.28	SFr. 1,016.32			
2006-09	1.23	\$ 826.28	SFr. 1,016.32			
2006-10	1.24	\$ 826.28	SFr. 1,024.59			
2006-11	1.25	\$ 826.28	SFr. 1,032.85			
2006-12	1.21	\$ 826.28	\$ 9,833.85 SFr. 999.80	8.25%	\$ 1,343.95	\$ 1,780.39
2007-01	1.22	\$ 826.28	SFr. 1,008.06			
2007-02	1.25	\$ 826.28	SFr. 1,032.85			
2007-03	1.22	\$ 826.28	SFr. 1,008.06			
2007-04	1.22	\$ 846.94	SFr. 1,033.27			
2007-05	1.2	\$ 846.94	SFr. 1,016.33			
2007-06	1.22	\$ 846.94	SFr. 1,033.27			
2007-07	1.22	\$ 846.94	SFr. 1,033.27			
2007-08	1.2	\$ 846.94	SFr. 1,016.33			
2007-09	1.2	\$ 846.94	SFr. 1,016.33			
2007-10	1.17	\$ 846.94	SFr. 990.92			
2007-11	1.16	\$ 846.94	SFr. 982.45			
2007-12	1.12	\$ 846.94	\$ 10,101.30 SFr. 948.57	7.25%	\$ 2,010.82	\$ 3,791.22
2008-01	1.14	\$ 846.94	SFr. 965.51			
2008-02	1.09	\$ 846.94	SFr. 923.16			
2008-03	1.06	\$ 846.94	SFr. 897.76			
2008-04	0.997	\$ 881.66	SFr. 879.02			
2008-05	1.038	\$ 881.66	SFr. 915.16			
2008-06	1.045	\$ 881.66	SFr. 921.33			
2008-07	1.028	\$ 881.66	SFr. 906.35			
2008-08	1.05	\$ 881.66	SFr. 925.74			
2008-09	1.09	\$ 881.66	SFr. 961.01			
2008-10	1.085	\$ 881.66	SFr. 956.60			
2008-11	1.14	\$ 881.66	SFr. 1,005.09			
2008-12	1.194	\$ 881.66	\$ 10,475.76 SFr. 1,052.70	3.25%	\$ 1,307.22	\$ 5,098.44
2009-01	1.046	\$ 881.66	SFr. 922.22			
2009-02	1.145	\$ 881.66	SFr. 1,009.50			
2009-03	1.161	\$ 881.66	SFr. 1,023.61			
2009-04	1.149	\$ 881.66	SFr. 1,013.03			
2009-05	1.136	\$ 881.66	SFr. 1,001.57			
2009-06	1.089	\$ 881.66	SFr. 960.13			
2009-07	1.084	\$ 881.66	SFr. 955.72			
2009-08	1.092	\$ 881.66	SFr. 962.77			
2009-09	1.055	\$ 881.66	SFr. 930.15			
2009-10	1.039	\$ 881.66	SFr. 916.04			
2009-11	1.02	\$ 881.66	SFr. 899.29			
2009-12	1.001	\$ 881.66	\$ 10,579.92 SFr. 882.54	3.25%	\$ 1,693.55	\$ 6,791.98
2010-01	1.03	\$ 881.66	SFr. 908.11			
2010-02	1.051	\$ 881.66	SFr. 926.62			
2010-03	1.084	\$ 881.66	SFr. 955.72			
2010-04	1.062	\$ 881.66	SFr. 936.32			
2010-05	1.082	\$ 906.35	SFr. 980.67			
2010-06	1.158	\$ 906.35	SFr. 1,049.55			
2010-07	1.084	\$ 906.35	SFr. 982.48			
2010-08	1.041	\$ 906.35	SFr. 943.51			
2010-09	1.026	\$ 906.35	SFr. 929.92			
2010-10	0.976	\$ 906.35	SFr. 884.60			
2010-11	0.984	\$ 906.35	SFr. 891.85			
2010-12	1.0015	\$ 906.35	\$ 10,777.44 SFr. 907.71	3.25%	\$ 2,098.86	\$ 8,890.84
2011-01	0.951	\$ 906.35	SFr. 861.94			
2011-02	0.942	\$ 906.35	SFr. 853.78			
2011-03	0.93	\$ 906.35	SFr. 842.91			
2011-04	0.922	\$ 906.35	SFr. 835.65			
2011-05	0.873	\$ 906.35	SFr. 791.24			
2011-06	0.857	\$ 906.35	SFr. 776.74			
2011-07	0.833	\$ 906.35	SFr. 754.99			
2011-08	0.802	\$ 906.35	SFr. 726.89			

	Xrate	USD	CHF	Interest Rate for Late Payment	Compound interest	Compunded Interest Due (running total)
2011-09	0.816	\$ 906.35	SFr. 739.58			
2011-10	0.896	\$ 906.35	SFr. 812.09			
2011-11	0.862	\$ 906.35	SFr. 781.27			
2011-12	0.921	\$ 906.35	\$ 10,876.20 SFr. 834.75	3.25%	\$ 2,520.55	\$ 11,411.39
2012-01	0.945	\$ 906.35	SFr. 856.50			
2012-02	0.919	\$ 906.35	SFr. 832.94			
2012-03	0.897	\$ 906.35	SFr. 813.00			
2012-04	0.907	\$ 947.14	\$ 3,666.19 SFr. 859.06	3.25%	\$ 2,721.62	\$ 14,133.00
2012-05			SFr. 79,197.64			\$ 86,463.62
2012-06						
2012-07						
2012-08						
2012-09						
2012-10						
2012-11						
2012-12				3.25%	\$ 2,810.07	\$ 16,943.07
2013-01						\$ 89,273.69
2013-02						
2013-03						
2013-04						
2013-05						
2013-06						
2013-07						
2013-08						
2013-09						
2013-10						
2013-11						
2013-12				3.25%	\$ 2,901.39	\$ 19,844.47
2014-01						\$ 92,175.09
2014-02						
2014-03						
2014-04						
2014-05						
2014-06						
2014-07						
2014-08						
2014-09						
2014-10						
2014-11						
2014-12				3.25%	\$ 2,995.69	\$ 22,840.16
2015-01						\$ 95,170.78
2015-02						
2015-03						
2015-04						
2015-05						
2015-06				3.25%	\$ 3,093.05	\$ 25,933.21

Month	Monthly Amount Due	Amount per year	Interest Rate	Compounded Interest	Running Interest Due
2012-05	\$ 947.14				
2012-06	\$ 947.14				
2012-07	\$ 947.14				
2012-08	\$ 947.14				
2012-09	\$ 947.14				
2012-10	\$ 947.14				
2012-11	\$ 947.14				
2012-12	\$ 947.14	\$ 7,577.12	3.25%	\$ 246.26	\$ 246.26
2013-01	\$ 947.14				
2013-02	\$ 947.14				
2013-03	\$ 947.14				
2013-04	\$ 947.14				
2013-05	\$ 947.14				
2013-06	\$ 947.14				
2013-07	\$ 947.14				
2013-08	\$ 947.14				
2013-09	\$ 947.14				
2013-10	\$ 947.14				
2013-11	\$ 947.14				
2013-12	\$ 947.14	\$ 11,365.68	3.25%	\$ 623.64	\$ 869.90
2014-01	\$ 947.14				
2014-02	\$ 947.14				
2014-03	\$ 947.14				
2014-04	\$ 977.45				
2014-05	\$ 977.45				
2014-06	\$ 977.45				
2014-07	\$ 977.45				
2014-08	\$ 977.45				
2014-09	\$ 977.45				
2014-10	\$ 977.45				
2014-11	\$ 977.45				
2014-12	\$ 977.45	\$ 11,638.47	3.25%	\$ 1,022.16	\$ 1,892.06
2015-01	\$ 977.45				
2015-02	\$ 977.45				
2015-03	\$ 977.45				
2015-04	\$ 977.45				
2015-05	\$ 977.45				
2015-06	\$ 977.45				
2015-07	\$ 977.45				
2015-08	\$ 977.45				
2015-09	\$ 977.45				
2015-10	\$ 977.45				
2015-11	\$ 977.45				
2015-12	\$ 977.45	\$ 11,729.40	3.25%	\$ 1,436.59	\$ 3,328.65