

Internal Memo



From : Human Capital Management
To : Legal Services Division (**Attn: Omu Gabriel**)
Subject : Austin Okonya vs. UBA (Response to Statement of Claim)
Date : 12/15/2014

The above subject refers.

Please find hereinafter our response to the plaintiff's claim, paragraph by paragraph.

1. The bank admits paragraph 1 of the statement of claims to the extent that the claimant is a former employee of the defendant.
2. The bank admits paragraph 2 of the statement of claims.
3. The bank admits paragraph 3 of the statement of claims to the extent that Austin Okonya was employed on the 16th of July 2007 via our offer letter dated 13th July, 2007 but assumed duty on the 24th of July 2007. He was posted to 40 New Market Road, Onitsha as Team Member, Mass Market and subsequently confirmed on the 23rd December 2009. **(Letters attached)**.
4. The bank admits paragraph 4 of the statement of claims. **(Letter of Promotion Notification Attached)**.
5. The bank denies paragraph 5 of the statement of claims to the extent that the claimant net pay and monthly pension was ₦164, 294.17 (One Hundred and Sixty Four Thousand, Two Hundred and Ninety Four Naira Seventeen Kobo) and ₦7, 059.84 (Seven Thousand and Fifty Nine Naira Eighty Four Kobo) as at May 2014 respectively.
6. The bank denies paragraph 6 of the statement of claims to the extent that the monthly telephone allowance of N2, 000.00 (Two Thousand Naira) was not entitlement but been paid based on the Bank's discretion

while the claimant account has been credited with prorated amount of his leave allowance.

7. The bank denies paragraph 7 of the statement of claims. **(Job Description Attached)**.
8. The bank denies the assertion contain in Paragraph 8 of the statement of claims and affirm that at specific periods the claimant was assigned the responsibility of managing the said customers' accounts.
9. The bank denies Paragraph 9 - 12 of the statement of claims and the claimant is held to strictest proof thereof.
10. The claimant's statement in the Paragraph 13 of the statement of claims is true to the extent that Mr. Paul Ebose Ejima was unable to pay his indebtedness. However, the bank denies that Late Dr. Obadike gave his consent for the use of his fixed deposit as cash collateral.
11. The bank denies paragraph 14 of the statement of claims to the extent that there was no consent by the Late Dr. Obadike. The said petition by Mr. Charles Obadike is correct.
12. In response to paragraph 15 of the statement of claims the bank asserts that the claimant was requested to explain his role in the non-valid consent obtained from Late Dr. Obadike.
13. The bank denies paragraph 16 of the statement of claims and further asserts that there was no valid consent.
14. The bank denies paragraph 17 of the statement of claims
15. The bank admits paragraph 18 of the statement of claims to the extent that the bank decides to exercise the right of either party to "termination of appointment" on 7th May 2014. This was in line with the terms of employment letter accepted by the claimant on 16th July 2007. **(Offer of Employment Attached)**.
16. The bank denies paragraph 19 of the statement of claims to the extent that the said Mr. Charles Obadike purportedly understood the non-valid consent obtained. The bank avers that there was never any valid consent obtained in the first instance.

17. The bank admits paragraph 20 of the statement of claims to the extent that the claimant's appointment was terminated May 7, 2014 for services no longer required in line with the terms of employment contract and policy. Consequently, he was paid in lieu of notice as contained in his terminal advice letter of July 16, 2014 from the bank to him **(Letter of termination and terminal advice letters attached)**.
18. The bank denies paragraph 21 of the statement of claims.
19. The bank admits paragraph 22 of the statement of claims to the extent that the claimant wrote an appeal letter.
20. The bank admits paragraph 23 of the statement of claims. **(Letter Attached)**.
21. The bank cannot comment on paragraph 24 - 26 of the statement of claims.
22. In response to paragraph 27 of the statement of claims the bank refutes the claims of the claimant and asserts that he is not entitled to any other benefits, damages or payments whatsoever.

Thank you.

GBENGA OGUNLEYE

Industrial Relations & Work Ethics

THOMPSON ISIBOR

Group Head, HCM Support