IN THE HONOURABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA,
SITTING IN ITS MARCH TERM, A. D. 2026.

BEFORE HIS HONOR : YAMIE QUIQUI GBEISAY, SR.……..……CHIEF JUSTICE
BEFORE HER HONOR : JAMESETTA H. WOLOKOLIE……ASSOCIATE JUSTICE
BEFORE HIS HONOR : YUSSIF D. KABA.……..…ASSOCIATE JUSTICE
BEFORE HER HONOR : CEAINEH D. CLINTON-JOHNSON.....ASSOCIATE JUSTICE
BEFORE HIS HONOR : BOAKAI N. KANNEH.……..….....ASSOCIATE JUSTICE

The Management of Monrovia Breweries Inc., Montserrado County, Liberia …… Appellant	)	
Versus	)	APPEAL
Isaac D. Nyantee et al of the City of Monrovia, Republic of Liberia …… Appellees	)	

GROWING OUT OF THE CASE:

The Management of Monrovia Breweries Inc., Montserrado County, Liberia …… Petitioner	)	PETITION FOR JUDICIAL REVIEW
Versus	)	
Honorable Cyrus Wehyee, Hearing Officer of The Ministry of Labor and Isaac D. Nyantee et al, of the City of Monrovia ..…… Respondents	)	

GROWING OUT OF THE CASE:

Isaac D. Nyantee et al of the City of Monrovia, Republic of Liberia ……..…… Complaints	)	
Versus	)	UNFAIR LABOR PRACTICE
The Management of Monrovia Breweries Inc., Montserrado County, Monrovia, Liberia ……..…….. Defendant	)	

Heard: June 8, 2026 Heard: August 28, 2026

MR. JUSTICE KABA DELIVERED THE OPINION OF THE COURT.

This appeal arises from a ruling rendered by the judge of the National Labor Court in a Petition for Judicial Review filed by the appellant. The records show that the appellees, Messrs. James A. Howard, Idonis Gayflor, and Isaac Nyantee, former employees of the appellant, filed a complaint against the appellant management, Monrovia Breweries Inc., with the Labor Ministry, alleging substantially that they were employed by the appellant management as Workshop Administrator, Mechanical Foreman, and Senior Electrician on September 1, 2016, January 2019, and September 1, 2022, respectively; that, contrary to Section 14 of the Decent

Work Act of 2015 of Liberia, the appellees were illegally and wrongfully dismissed without any prior notice, investigation, or cause as contemplated by Section 14 of the Decent Work Act; that, in the appellant's dismissal letters to the appellees, the appellant claimed that the appellees demonstrated gross insubordination to its General Manager by deliberately refusing to accept an invitation from the said General Manager to attend a meeting intended to address a complaint filed against the Acting Head of Workshop; that, at no point in time, did they, the appellees, commit any of the acts mentioned in their dismissal letters, as they were either excused by their supervisor, the Acting Workshop Manager, or were busy with work duties on the same date and were all unaware of any meeting with the General Manager; that the General Manager, without any reference to the appellees, their supervisor, or the Human Resources Department, proceeded to summarily dismiss them and refused to conduct any form of investigation in line with the Company's employee handbook and also the Decent Work Act of 2015; and that the action of the appellant management was not only contrary to the labor law of Liberia but was also done to deny the appellees their deserving benefits and employment under the law of Liberia.

After the complaint was filed, the Hearing Officer cited the parties to a pretrial conference to resolve the matter. When the conference proved unsuccessful, the Hearing Officer assigned the complaint for investigation. At the hearing, the appellees' first witness, Mr. Adonis Gayflor, testified on his own behalf. He stated that he had been employed by the appellant since January 2019 as a full-time senior staff member responsible for the workshop and warehouse. He further testified that he suffered from gout on October 18, 2024, and was absent from work until October 21, 2024, returning on October 22, 2024. That morning, workshop staff approached him and complained that the Line Manager, Mr. Shinto, had accused them of stealing parts from the appellant and taking them home. The workshop employees later reduced their complaint to writing and submitted it to the Human Resources Manager, Mr. Brown Wesseh. Mr. Gayflor testified that Mr. Wesseh told the workers he could not investigate a dispute between management and the workforce because doing so would violate the CBA signed by both parties. This response angered the workers, who then held

another meeting. During that meeting, Mr. Wesseh promised that Mr. Shinto would apologize to them. Mr. Gayflor further stated that on October 25, 2024, he again experienced gout symptoms and requested leave from his line manager, Mr. Christopher, and that the request was granted. Nevertheless, on October 28, 2024, he received a dismissal letter from the HR Office for gross insubordination.

During cross-examination, counsel for the appellant asked the first witness questions relevant to the determination of the matter, including whether the appellees' complaint to the chairman had been investigated. The witness responded that he first filed a formal complaint with the HR Department. However, because management and Mr. Shanto could not resolve the matter, they filed another complaint with the Union and copied the HR Department on Friday, October 25, 2024. He further stated that, on the following Monday at about 10:00 a.m., he was dismissed without an investigation. Counsel also asked whether management had scheduled a meeting between the parties and whether the witness refused to attend. The witness answered that he was suffering from gout and had requested and received permission from his line manager to leave the office. He stated that he received no communication or notice of any meeting before receiving his dismissal letter.

After the appellees' first witness rested, the second witness, Mr. Isaac D. Nyantee, testified on his own behalf. He stated that on October 21, 2024, Mr. Shinto Paulos called all workshop employees criminals. The following day, the employees reported the matter to HR, but HR stated that it could not intervene between the workshop employees and management. The employees then wrote to appellant management, requesting that Mr. Shinto step down if he could not prove his allegations of criminal conduct in the workshop. Later that day, the General Manager met with them and said he would instruct Mr. Shinto to apologize. The employees subsequently received an apology letter signed only as "Shinto KP," which they believed was not made in good faith because they knew no employee by that name at Monrovia Breweries, Inc. On October 25, 2024, the employees filed an official complaint with the Workers Union concerning Mr. Shinto's conduct. After the Union assumed responsibility for the matter, HR informed Mr. Nyantee on October 28, 2024, that his employment had been terminated.

Mr. Nyantee told the HR Manager that dismissal without investigation violated both the employee handbook and the Collective Bargaining Agreement.

During cross-examination, appellant's counsel asked Mr. Nyantee what action the Workers Union took after the appellees filed their complaint. Mr. Nyantee replied that he left the office on Friday, October 25, 2024, and, when he returned on Monday, October 28, 2024, HR informed him that his employment had been terminated.

The complainants' third witness, Mr. James A. Howard, also testified on his own behalf. After he was qualified and began testifying, appellant's counsel failed, without justification, to appear for five subsequent notices of assignment. Upon application by appellees' counsel, the Hearing Officer entered default judgment and required the appellees to complete their evidence. Mr. Howard's testimony corroborated that of the first and second witnesses, after which the appellees rested. The Hearing Officer then reassigned the matter for final argument, but the appellant again failed to appear.

After hearing the appellees' argument, the Hearing Officer relied on Section 24.3 of the appellant's handbook on termination, which provides that all disciplinary actions must be channeled through the Human Resources Department and that all suspensions and dismissals must be preceded by an HR investigation. The Hearing Officer found that the appellant failed and refused to investigate the alleged grave misconduct for which the appellees were dismissed. He further ruled that the appellant violated Section 26.1.3 of the Collective Bargaining Agreement, which provides that the listed violations are not exhaustive and that individual cases must be considered on their merits after an investigation by a team that includes the Union.

At the conclusion of the investigation, the Hearing Officer held the appellant liable for wrongful dismissal and ordered the appellant to reinstate the appellees, with payment of all salaries and benefits from the date of their unlawful dismissal to the date of the ruling, as though their employment had never been terminated. In lieu of reinstatement, the Hearing Officer ordered the appellant to pay the appellees US$58,269.21 for wrongful dismissal, representing:

a. Mr. Isaac D. Nyantee (US$928.31 x 20 months) …….. US$18,566.20
Outstanding annual leave for 2024 …… US$928.00

b. Mr. Adonis C. Gayflor (US$1,238.05 x 22 months) ……. US$27,237.10
Outstanding annual leave for 2024 ……..…. US$1,238.05

c. Mr. James A. Howard (US$468.63 x 22 months) ……. US$10,309.86

Subsequent to the Hearing Officer's ruling, the appellant filed a fourteen-count petition for judicial review in the National Labor Court for Montserrado, averring substantially that the Hearing Officer assigned the continuation of the hearing to May 1, 2025, but appellant's legal counsel did not receive the assignment; that on May 6, 2025, the appellees prayed for default judgment and, after arguing their side of the case, the Hearing Officer suspended the case pending a ruling, at which time the parties would be informed; that the appellant did not receive any notice of the date of the ruling until it received a copy of the judgment dated May 13, 2025, in complete disbelief and shock; that the appellant never had the opportunity to cross-examine the appellees' third witness or to present evidence in its own behalf; that the Hearing Officer erred when he ruled, awarding the appellees the aggregate amount of US$58,269.21 as benefits and salaries, without verifying their individual benefits, for which judicial review will lie to review and correct; that appellant's counsel attended all the hearings and that the allegation that appellant failed to appear on five (5) occasions for trial is incorrect; that the Hearing Officer inadvertently relied on a misconception of the records to grant the default judgment without verifying the veracity of the records; that it was an oversight that appellant's counsel missed the May 1, 2025 assignment, and that attempts to contact the appellees' counsel and the Hearing Officer proved unsuccessful; that, since Labor Hearing is administrative in nature, the Hearing Officer should not have granted the default judgment while the witness was still on the witness stand to be cross-examined; that the dismissal of the appellees was justified because they refused to attend a meeting called by the appellant's General Manager; that the Hearing Officer committed reversible error when he failed to establish the salaries of each of the appellees and the length of service of each of them; that the Hearing Officer erred when he ruled that the appellees was entitled to 20 months, 22 months, and 22 months, respectively, while they were claiming 13 months each; that the

Hearing Officer erred when he failed to subpoena the payroll of the appellees to determine the actual salaries of each of the appellees; and that the National Labor Court of Montserrado County should review, correct, and set aside the "Final Ruling" of the Hearing Officer.

In response to the appellant's petition for judicial review, the appellees filed a ten-count resistance, arguing considerably that several notices of assignment were made, citing the appellant to the hearing of the case, and the same were served and returns made to that effect, but despite these several notices of assignment served and to which returns were made, the appellant's counsel willfully elected, refused, and failed to honor them; that the appellees paraded all of their three (3) witnesses, and two (2) of them were cross-examined by appellant's counsel, while the appellant's counsel refused to honor the notices of assignment citing him to appear and cross-examine the appellees' third witness; that the appellant also refused and failed to present its witness(es) to take the witness stand and to testify as to the allegations contained in the complaint levied against it; that the Hearing Officer correctly ruled by awarding the appellees the aggregate amount of US$58,269.21; that during the hearing, the appellees' witnesses took the witness stand and testified in these proceedings and submitted all of the documentary evidence to prove or substantiate the aggregate amount that was awarded to the appellees by the Hearing Officer; that appellant's counsel willfully failed, refused, and neglected to appear on five different occasions for hearing despite all of the notices of assignment issued and served on the appellant, citing it to appear on the days and dates as scheduled for these hearings; that the appellees neither breached any duty nor committed any wrong as is purported by the appellant; rather, it was the appellant who, in fact, breached its duty of care owed to the appellees by refusing to protect their dignity; that the refusal of the appellant to cross-examine the appellees' witness does not amount to imperfection of the ruling or the decision made by the Hearing Officer; and that the National Labor Court for Montserrado County should deny, dismiss, and reject the appellant's petition for judicial review and uphold the sound judgment of the Hearing Officer.

Upon the filing of the petition for judicial review and the returns thereto, the trial judge of the National Labor Court for Montserrado County reviewed the records and entertained argument pro and con from the parties. Subsequently, the trial judge ruled, confirming the Hearing Officer's decision with modifications. Relying on the case *J. Alfred Sackie et al. versus USTC, SCL, Supreme Opinion, August 2004*, in which the Supreme Court held that employees who worked from one to four years shall be paid eight (8) months, from five to nine years shall be paid fourteen (14) months, from ten (10) to fifteen years shall be paid nineteen (19) months, and from sixteen (16) to nineteen (19) years shall be paid twenty-four (24) months, the trial judge held that the appellees be paid the total sum of US$33,677.25 (Thirty-Three Thousand Six Hundred Seventy-Seven United States Dollars and Twenty-Five Cents), instead of US$58,269.21 (Fifty-Eight Thousand Two Hundred Sixty-Nine United States Dollars and Twenty-One Cents) awarded by the Hearing Officer; that is:

1. Mr. Isaac D. Nyantee (US$928 x 8 months) ……. US$7,426.40
2. Mr. Adonis C. Gayflor (US$1,238.05 x 14 months) ..…. US$17,332.00
3. Mr. James A. Howard (US$542 x 14 months) ……..... US$7,588.00

To this ruling of the trial court judge, the appellant excepted, announced an appeal to this Supreme Court, and filed a six-count bill of exceptions alleging that the appellees failed to produce sufficient evidence to prove that they were illegally dismissed and that the trial judge erred when he failed to revise the Hearing Officer’s ruling.

After due consideration of the pleadings, the evidence adduced at trial, the trial judge’s ruling, the appellant’s bill of exceptions, the parties’ briefs, and the arguments presented to this Court, the determinative issue before this Court is whether or not the trial judge was justified in affirming the ruling of the Hearing Officer.

If a defendant has failed to appear, plead, or proceed to trial, or if the court orders a default for any other failure to proceed, the plaintiff may seek a default judgment against the defendant. *Civil Procedure Law 1:42.1.* On an application for judgment by default, the applicant shall file proof of service of the summons and complaint and proof of the facts constituting the claim,

the default, and the amount due. *Civil Procedure Law 1:42.6.* Where a respondent fails to attend a hearing, the Ministry may provide a further opportunity for the respondent to attend another hearing. Such notice shall require the respondent to attend a further hearing before the Ministry at a time and place to be specified in the notice. If a respondent fails to appear at a hearing on two or more occasions in connection with the same complaint, the Ministry may proceed to decide without further delay in accordance with *Section 9.5, Chapter 9, Subsection 9.4(a) and (b) of the Decent Work Act, 2015.*

In this instant case, the records show that the Hearing Officer issued five notices of assignment, which, according to the ministerial returns, were served on the appellant on December 6, 2024, January 15, 2025, March 26, 2025, May 1, 2025, and May 6, 2025, respectively, as evidenced by the ministerial officer's returns found at the back of the notices of assignment. The records show no justification for the appellant's failure to attend the investigation. The Hearing Officer was therefore justified in granting the appellees' application for default judgment, allowing them to perfect their imperfect judgment by continuing the direct examination of the third witness, and resting with the production of evidence. What is more compelling in this matter is that, in spite of the evidence produced by the appellees to perfect the imperfect judgment, the Hearing Officer suspended the hearing on that day and reassigned it to a subsequent day and ordered the appellant to be served with the notice of assignment to appear; again, in spite of this service, the appellant failed, refused, and neglected to appear in obedience to the notice of assignment, in spite of being served, as evidenced by the ministerial officer's returns again found at the back of the notice of assignment. In the face of this evidence as found in the records, the failure of the appellant's counsel to appear for the ruling constitutes gross negligence of the confidence of his client, and therefore, this Court cannot attach credence to the excuses averred in his bill of exceptions.

Moreover, it is the law that the sheriff's returns are presumed correct unless shown to be otherwise. *Sheriff v. Pearson et al., 35 LLR, 355.* The

appellant, in this instant case, failed to prove that the sheriff's returns are incorrect; hence, those returns are deemed true and correct.

We shall now review the evidence during the trial. All the witnesses agree that the appellant terminated their services on the grounds of gross insubordination without affording them an opportunity to be heard. Section 24.3 of the appellant's handbook states in relevant part that: "all disciplinary action shall be channeled through the Human Resources Department; all suspensions and dismissals shall be preceded by an investigation to be conducted by the Human Resources Department." Additionally, Section 26.1.3 of the Collective Bargaining Agreement states: "Exemplary List of reasons for immediate termination of an Employee's contract with the Company:

> a) Grave misconduct which makes it impossible to continue or resume the necessary relationship of mutual trust and confidence between the Employee and the Company or the Employee and another Employee(s).
>
> b) Without limiting the scope, the following are examples of actions which will constitute grave misconduct:
>
> i. An Employee is unable to carry out his function effectively due to the consumption of alcoholic drinks, narcotics, psychotropic substances, or other like addictive substances in the working environment.
>
> ii. An Employee has breached the fundamental rights of another Employee.
>
> iii. An Employee has attacked, battered, threatened, and/or intimidated his or her co-workers or the Company in the working environment or in circumstances which have a sufficient connection to the working relationship.
>
> iv. An Employee has either carelessly or intentionally destroyed or let property of the Company be destroyed, leading to significant losses to the Enterprise.
>
> v. An Employee has either carelessly or intentionally exposed their fellow employees or other persons to risk to their safety and health in or arising from the workplace.

vi. An Employee has been absent from work for more than ten (10) consecutive days or more than twenty (20) days over a period of six (6) months without excuse from the Company.

vii. An Employee has breached their obligation to protect and keep secret confidential information of the Company.

viii. Deliberate refusal to use safety equipment as provided.

ix. Gross insubordination.

x. Gross negligence.

xi. Deliberate refusal to perform an assigned task for which the employee was hired.

xii. Gross breach of duty.

The above list of violations is not all-inclusive, and individual cases will be considered on their merits, following an investigation by a team which includes the Union."

The grounds for termination listed hereinabove are the same grounds for termination of an employee's employment contract for an indefinite period in Chapter 14, Subsections 14.3 and 14.4 of the Decent Work Act of 2015.

In the instant case, the appellant dismissed the appellees for gross insubordination, alleging that they refused to attend a meeting called by the appellant's General Manager after being notified of it. The appellees, for their part, averred various reasons, ranging from illness to lack of knowledge of the meeting. This Court believes that, in keeping with the appellant's own handbook and the collective bargaining agreement consummated with the workers, the appellant was under a duty to cite the appellees for another meeting to verify the reason for their failure to attend the meeting called by the General Manager. Their failure to do so made the dismissal of the appellees wrongful and finds no support in the regulations and the collective bargaining agreement. This Court is of the opinion that had the appellant afforded the appellees the opportunity to explain the reason for their failure to attend the meeting convened by the appellant's General Manager, the appellant would have been in an informed position to determine whether the said failure was due to gross insubordination. Not having done so, especially considering the clear language of the appellant's own handbook and the Collective Bargaining Agreement consummated by the appellant and the appellees' union, the appellant's

dismissal of the appellees is certainly wrongful, and the conclusion of the Labor Court judge in confirming the finding of the hearing officer is consistent with the law.

In the instant case, the certified records in this case support the finding that the hearing officer granted the appellees' application for default judgment, which was subsequently perfected when the appellant failed, without excuse, to attend five (5) consecutive hearings after being served with notices of assignments; hence, the judge of the National Labor Court was within the pale of the law when he affirmed the hearing officer's ruling, with modification of the award of United States Fifty Eight Thousand Two Hundred Sixty-Nine Dollars and Twenty One Cent (US$58,269.21) to the amount of United States Thirty-three thousand Six Hundred and Seventy-Seven Dollars and Twenty-Five cents (US$33,677.25).

Considering the Labor Court Judge's modification of the award, relying on *J. Alfred Sackie et al. versus USTC, SCL, Supreme Opinion, August 2004*, this Court is convinced that the trial judge did not abuse his discretion in allocating the award and hence finds no justification to disturb his conclusion.

WHEREFORE, AND IN VIEW OF THE FOREGOING, the ruling of the National Labor Court is hereby affirmed with the above modification. The Clerk of this Court is hereby ordered to send a Mandate to the court below commanding the judge presiding therein to resume jurisdiction over this case and give effect to the judgment of this Opinion. Costs are ruled against the appellant. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLOR ALBERT S. SIMS APPEARED FOR THE APPELLANT. COUNSELLOR AMARA M. SHERIFF APPEARED FOR THE APPELLEE.