



LEGAL PULSE NEWSLETTER: FIRST QUARTER 2019

Welcome to the Legal Pulse Newsletter, where we examine legal liability trends in the real estate industry. In this edition, we review recent case decisions and legislative activity from the first quarter of 2019 in the areas of agency, property condition disclosure, and RESPA. In addition, we review employment case decisions and legislative activity from April 2018 to April 2019.

This quarter, agency cases raised a variety of issues. The most common issues were breach of fiduciary duty and buyer representation. In one case, the California Court of Appeals reaffirmed that expert witnesses are not necessary to establish the scope of a real estate professional's duty. On the legislative front, there were relatively few changes made to agency statutes and regulations. In New Mexico, a new requirement was added to the regulation regarding the duties brokers owe to prospective buyers, sellers, landlords and tenants. In addition to written disclosures of any potential conflict of interest, the New Mexico regulation now requires disclosure of any written agreements the broker has in the transaction including disclosure of any written agreement with a transaction coordinator providing brokerage services related to the transaction.

Structural defects and water intrusion issues continue to be popular issues in the property condition disclosure cases. Among other issues, the cases considered a real estate representative's liability when the seller failed to advise of a deficient property disclosure notice on issues such as the presence of moss or other damage to the property. With respect to legislative activity, a smaller number of property condition disclosure statutes and regulations were amended as compared to previous quarters. Indiana amended a statute related to a disclosure form by replacing "approved inspector" with "qualified inspector" certification in connection with controlled-substance contaminated property.

On the RESPA front, many of the cases in the first quarter of 2019 were dismissed due to the plaintiffs' failure to provide sufficient evidence that they suffered actual damages caused by the alleged violations. In one case, however, the court found the borrower had suffered compensable damages under RESPA as the direct result of the loan servicer's failure to conduct a sufficient investigation and appropriately correct the borrower's account. In another case involving loan modification relief, the court found the borrower did not allege any facts about

whether he was current on his loan, leaving his RESPA claim a matter of pure speculation and dismissed the complaint.

Each quarter we take a closer look at cases and/or legislative activity in additional areas of interest to real estate professionals. This quarter, we reviewed employment decisions. The cases reviewed included an examination of independent contractor issues. In a Connecticut case, the court determined the ten-mile restriction in a non-compete covenant was unreasonable. In a Georgia case, the court found that the provisions of the Fair Credit Reporting Act that requires advising the subject of a credit report about negative actions applies only when the report was procured for “employment purposes.”

For more details, read the summaries below. Also check out the tables showing cases and liability figures to learn more about recent trends in legal cases involving the real estate industry.

I. AGENCY

The agency cases from this quarter address several different agency issues. The first case, an interesting New York decision, the court held that a real estate representative breached her fiduciary duty by submitting her own offer for purchase of a property for which she was hired to represent a buyer. In a second case, the court concluded that a payment made to a real estate professional by an investor in exchange for settlement and release of claims was not a secret profit or payment at the buyer’s expense. In the last case, the court reaffirmed that expert witnesses are not necessary to establish the scope of a real estate professional’s duties.

A. Cases

1. **Edwards v. Wash**, 169 A.D.3d 865, (N.Y. App. Div. 2019)

Real estate representative breached fiduciary duty to buyer client by submitting her own offer for the real property.

A real estate representative and the company she worked for represented a buyer attempting to purchase real property. The buyer brought claims for fraud and breach of fiduciary duty against the real estate representative and company after the representative purchased the desired property for herself, while acting as buyer's real estate representative. The buyer sought summary judgment, presenting evidence that demonstrated that while the real estate representative and company were representing the buyer, the real estate representative negotiated with the seller to purchase the property for herself. The representative’s offer and

the buyer's offer were for the same purchase price; however, the representative offered a down payment of \$80,000, while the written offer she submitted for the buyer offered a down payment of \$40,000. The real estate representative did not disclose to the buyer that she was interested in purchasing the property or that she had submitted an offer of her own. The real estate representative notified the buyer that the seller had accepted a different offer but failed to disclose that it was her offer. The court denied the buyer's motion for summary judgment, and the buyer appealed.

The appellate court held that although the real estate representative and company made material omissions of fact and breached their fiduciary duties to the buyer, the buyer failed to establish a legally cognizable interest in the property that would support imposition of a constructive trust on the property. As such, the buyer was not entitled to specific performance to allow the buyer to purchase the property for the offered purchase price. The buyer also failed to establish the real estate representative was motivated solely by disinterested malevolence. Judgment for the real estate representative was affirmed.

2. **PLL, LLC v. Carlton Group, Ltd.**, No. B280854, 2019 WL 1325037 (Cal. Ct. App. Mar. 25, 2019)

Real estate representative did not breach fiduciary duties by accepting payment from investor for settlement of a claim.

A real estate advisory firm agreed to assist a buyer in obtaining investors for a purchase of property. A potential investor was found, but a deal was not concluded. The potential investor then purchased the property without the participation of the buyer and paid a commission to the real estate representative. The buyer alleged breach of fiduciary duty and unjust enrichment and moved for summary judgment.

The trial court found no triable issues of fact remained as to the nature of the agreement and fiduciary relationship between the buyer and real estate advisory firm. Additionally, the trial court determined that a payment made by the investor to the advisory firm was made in exchange for settlement and release of claims against the investor and was therefore not a secret profit or payment at buyer's expense. The court granted the advisory firm's motion for summary judgement for the breach of fiduciary duty and unjust enrichment claims. The buyer appealed.

The Court of Appeal agreed with the trial court that no triable issues of material fact existed as to whether the real estate advisory firm breached its fiduciary duties. The evidence demonstrated that the payment made by the investor should be categorized as fair compensation and not as a profit or benefit that was unanticipated by buyer. The court concluded that neither the law nor the equities supported a conclusion that the advisory firm breached its fiduciary duties to the buyer by threatening to sue the investor and settling the claim. Accordingly, the court found that the firm's compensation was not a benefit that should have gone to the buyer and that acceptance of that payment was not unjust. Judgment for the real estate advisory firm was affirmed.

3. **Ryan v. Real Estate of the Pacific, Inc.**, No. D072724, 2019 WL 926101 (Cal. Ct. App., Feb. 26, 2019)

Expert testimony not required to prove real estate company performed within the standard of care.

Sellers entered into an agreement with real estate company giving them the exclusive right to sell the property. The real estate company undertook to list, market, and sell the property and provided the sellers with professional guidance and advice throughout the entire process. At the open house showing the property, the sellers' next-door neighbor advised a representative of the sellers' real estate company that he planned to remodel his home in a way that would have a significant impact on the sellers' property. The company did not inform the sellers of their neighbor's plans, and the property was purchased with no knowledge of these plans. The day after escrow closed, the buyers learned of the remodeling plans and attempted to rescind the purchase contract. The sellers, based in part on the real estate company's advice, refused to rescind the contract. The dispute proceeded to arbitration. After arbitration, the sellers filed a lawsuit alleging negligence, breach of fiduciary duty, and breach of implied covenant of good faith and fair dealing, among other claims. The real estate company moved for summary judgment. The court found that the real estate company satisfied their burden by claiming that all of the sellers' causes of action were premised on professional negligence and as such expert testimony was required to prove or disprove that the real estate company performed in accordance with the prevailing standard of care. In the absence of such testimony, summary judgment was granted for the company, and the sellers appealed.

The Court of Appeal held that under the common-knowledge rule, an expert witness was not necessary to establish the scope of the company's duty or a breach of that duty. The court determined that the real estate company possessed material information that impacted the value of the property and it did not need to engage in any investigation to discover that information. Rather, the company chose to remain silent, collect its commission and let the

sellers deal with the consequences. Judgment for the real estate company was reversed, and the case was remanded for further proceedings.

B. Statutes and Regulations

Arizona

Arizona amended statutes related to real estate transfer fees and recording fees. The two-dollar transfer fee is now included in the recording fee rather than in addition to it. The recording fee is now a flat \$30, rather than based on the number of pages in the recorded document.¹

Idaho

An amendment to an Idaho statute expanded the Real Estate Commission's powers to allow for the assessment of fees and costs incurred in the investigation and prosecution or defense of a licensee or other person.²

New Mexico

New Mexico amended a regulation regarding broker duties by adding language that requires brokers to perform all duties established for brokers by the Real Estate Commission.³ In addition to the requirement that a broker disclose in writing "any potential conflict of interest", a broker must disclose the existence of "any other written agreement" that the broker has in the transaction.⁴ Additionally, a brokers must disclose any written agreement the broker has with a transaction coordinator providing brokerage services related to the transaction.⁵

Wyoming

The records-retention statute in Wyoming was amended to decrease the time licensed real estate brokers must keep and maintain records of real estate transactions from seven to two years.⁶

C. Volume of Materials Retrieved

Agency issues were identified sixteen times in eleven cases (see Tables 1, 2). Breach of Fiduciary Duty and Buyer Representation were the most commonly raised issues,. Three Agency statutes and one regulation were retrieved this quarter (see Table 1).

¹ [Ariz. Rev. Stat. §§ 11-475, -1132](#) (effective July 1, 2019).

² [Idaho Code § 54-2059 \(2018\)](#)

³ [N.M. Code R. § 16.61.19.8 \(2019\)](#)

⁴ *Id.*

⁵ *Id.*

⁶ [Wyo. Stat. § 33-28-123 \(2019\)](#).

II. PROPERTY CONDITION DISCLOSURE

The Property Condition Disclosure cases consider residential property condition disclosure reports and a disclosure notices. In the first case, the court concluded that the sellers did not misrepresent the condition of the house of the Residential Property Condition Disclosure report. In the second case, the court found that the real estate team had a duty to alert the buyer of the seller’s failure to provide the required explanation in the Disclosure Notice.

A. Cases

1. **Berger, v. Deutermann**, No. KNLCV176029185S, 2019 WL 413588, (Conn. Super. Ct., Jan. 8, 2019)

Sellers did not misrepresent the condition of the house on the Residential Property Condition Disclosure Report.

The buyer, a licensed real estate professional, and sellers entered into a purchase and sale agreement for a residential property. The seller completed a Residential Property Condition Disclosure Report containing no remarkable disclosures. A home inspection revealed a portion of the roof had an accumulation of moss, the garage floor had a crack and hole in the foundation, and the chimney needed cleaning. The buyer asserted claims for breach of contract, negligent misrepresentation, and civil theft due to the sellers’ failure to address the issues in the Report. Sellers counterclaimed that buyer breached the contract by failing to “obtain and maintain” financing or notify the sellers of financing approval.

The court found that the sellers reasonably addressed the three contested issues and performed their obligations under the agreement. The court determined the sellers did not misrepresent the condition of the house in the report and rejected the allegation of misrepresentation based on the omission of the garage floor which was merely a cosmetic repair. Furthermore, the court found that the buyer did not rely upon the Residential Property Condition Disclosure Report and opted to have the property professionally inspected. Finally, the court found that the buyer did not establish the requisite intent to prove the sellers’ conduct was synonymous with larceny. As to the sellers’ counterclaim, the court found that the mortgage contingency clause did not provide the sellers with the remedy of retaining the buyer’s deposit and denied the sellers’ claims for attorney fees. The court entered judgment for the sellers on the buyer’s complaint and for the buyer on the sellers’ counterclaim.

2. **Calhoun v. I-20 Team Real Estate**, No. 12-18-00224-CV, 2019 WL 456892, (Tex. App., Feb. 6, 2019)

Real estate team had a duty to alert the buyer of the seller's failure to provide required explanation in Disclosure Notice.

Buyers retained the services of a real estate representative who worked as a part of a team to purchase a home. During a visit, the real estate representative provided the buyers with a copy of the Seller's Disclosure Notice which indicated previous flooding into the structure but did not provide the required explanation of such flooding. The buyers were unaware that an explanation was required or that it was improper for it to be omitted. The buyers purchased the home. Shortly after closing, due to heavy rainfall the home experienced substantial damage to the structure and personal belongings. The buyers discovered the home had inadequate drainage to prevent water from entering the home during normal rainfall and had experienced flooding due to inadequate drainage for years. Based upon these discoveries, the buyers sued the real estate representative for violations of the Deceptive Trade Practices Act, statutory and common-law fraud, fraud by nondisclosure, negligence and negligent misrepresentation. The buyers also sued the real estate team for negligently failing to advise them the Seller's Disclosure Notice was deficient. The real estate team moved to dismiss the suit, and the trial court granted the motion.

The appellate court concluded the buyers' pleadings established the duty element of their negligence claim, after the real estate team conceded that it had a duty to alert the buyers to the seller's failure to provide the required explanation in the Notice. Additionally, the court determined that the team's acts or omissions were a substantial factor in bringing about buyers' damages, establishing proximate cause. The appellate court reversed the trial court's judgment dismissing the claim and remanded the case for further proceedings.

B. Statutes and Regulations

Indiana

Indiana amended a statute related to its disclosure form by replacing "approved inspector" with "qualified inspector" certification in connection with controlled-substance contaminated property.⁷

C. Volume of Materials Retrieved

⁷ [Ind. Code § 32-21-5-7 \(2018\)](#)

Property Condition Disclosure issues were identified four times in four cases (see Tables 1 and 2). The cases addressed structural defects, and other issues. One statute related to property condition disclosure issues was retrieved but no regulation was retrieved this quarter (see Table 1).

III. RESPA

This quarter, the RESPA cases retrieved highlighted the importance of a borrower being able to show actual damages caused by alleged violations. In one case, the court found that the borrower had suffered compensable damages under RESPA as the direct result of the loan servicer's failure to correct the borrower's account.

A. Cases

1. **Saccameno v. Ocwen Loan Servicing, LLC**, No. 15 CV 1164, 2019 WL 1098930 (N.D. Ill. Mar. 1, 2019)

Verdict for RESPA violation upheld when loan servicer failed to conduct a sufficient investigation and appropriately correct borrower's record.

Borrower filed a Chapter 13 bankruptcy, the plan for which required that she repay the arrearages on her mortgage. The borrower made the arrearage payments, and the bankruptcy was discharged. The mortgage servicer mistakenly continued to attempt to collect the arrearages, and refused the scheduled payments the borrower attempted to make. The borrower filed suit asserting claims for breach of contract and for violations of the Fair Debt Collection Practices Act, Illinois Consumer Fraud and Deceptive Business Practices Act and the Real Estate Settlement Procedures Act. A jury returned a verdict for the borrower on all counts. The loan servicer filed motions for judgment as a matter of law, a new trial, and to amend the judgment.

The court held that the evidence supported a verdict based on a violation of RESPA when the loan servicer failed to conduct a sufficient investigation and appropriately correct the borrower's record to reflect that the borrower had made all of her payments. The existence of a

disclaimer in a form letter noting that communications were not intended to collect a debt that had been discharged in bankruptcy would not prevent the loan servicer from being liable for false statements when the communications were in fact being used to attempt to collect a discharged debt. Additionally, the court agreed with the jury that the record contained sufficient evidence that borrower suffered compensable RESPA damages and that the damages were the direct result of the loan servicer's failure to act on the borrower's request that her account be corrected. The court denied all three of the motions.

2. **Stefanowicz v. Suntrust Mortg.**, No. 18-1680, 2019 WL 1421962 (3d Cir. Mar. 29, 2019)

Borrower could not show actual damages sustained from RESPA violation.

A borrower filed two civil actions in the U.S. District Court for the Middle District of Pennsylvania, involving the origination and servicing of her mortgage loan. The two complaints alleged violations of the Truth in Lending Act ("TILA"), the Home Ownership and Equity Protection Act ("HOEPA"), the Real Estate Settlement Procedures Act ("RESPA"), the Fair Housing Act ("FHA"), and the Equal Credit Opportunity Act ("ECOA"), in connection with the mortgage and a later loan modification. The borrower alleged that the loan servicers violated RESPA when they failed to respond to her telephone calls or mail her certain requested forms and failed to properly credit her escrow account. The loan servicers moved to dismiss the consolidated action. The Magistrate Judge and the District Court found that the borrower had not made a "qualified written request" related to the dispute regarding borrower's payments and had not alleged actual damages. The loan servicers' motions were granted and the complaint was dismissed. The borrower appealed.

The appellate court agreed with the trial court's decision with regard to the RESPA claims, finding that the borrower could not show how she had been damaged by the alleged violations and noting that an action for RESPA violations cannot succeed without a showing of actual damages caused by the violations. The appellate court affirmed the dismissal of the borrower's claims.

3. Brannen v. Selene Fin. LP, No. 2:18-cv-602, 2019 WL 542299, (E.D. Va., Feb. 11, 2019)

Borrower failed to state a claim for RESPA violation.

A borrower sued his loan servicer over a mortgage dispute after the borrower fell behind on his mortgage payments. The borrower alleged the loan servicer violated two federal laws in connection with the borrower's attempts to obtain loan modification relief. The loan servicer moved to dismiss the borrower's complaint for failure to state a claim.

The borrower had already availed himself of RESPA's loss mitigation rules before and therefore had to show that he became current on the loan at some point after submitting his first complete loss mitigation application. The court held that the borrower did not allege any facts showing whether he was ever current on his loan, leaving his right to relief under RESPA a matter of pure speculation. Additionally, the court agreed that the borrower failed to allege that the same person who reviewed and denied his loan modification application in May 2018 was the same person that reviewed and denied his appeal of the denial, which was necessary to state a claim. The court granted the loan servicer's motion to dismiss borrower's complaint for failure to state a plausible claim for relief.

B. Statutes and Regulations

No RESPA statutes or regulations were retrieved this quarter.

C. Volume of Materials Retrieved

RESPA issues were identified sixteen times in sixteen cases (see Tables 1, 2). No statutes or regulations regarding RESPA issues were retrieved this quarter. (see Table 1).

IV. **EMPLOYMENT HIGHLIGHTS: YEARLY UPDATE**

A. Cases

The cases discussed below focus on independent contractor issues. In a Georgia case decided this year, the court concluded that a provision of the Fair Credit Reporting Act that required notice of adverse action taken did not apply to a credit check completed on a potential independent contractor. In addition, a case from Connecticut concluded that a ten-mile geographic restriction found in a noncompete clause was unreasonable.

1. **Walker v. REALHome Servs. and Solutions, Inc.**, No. 1:18-CV-03044-WMR-WEJ, 2019 WL 1225211, (N.D. Ga. Jan. 28, 2019)

Fair Credit Reporting Act's adverse-action notice requirements do not apply to independent contractors.

A real estate professional was offered a position with a real estate company as an independent contractor. The real estate professional returned the required documents allowing the real estate company to conduct a background check. The real estate professional was subsequently informed that he did not pass the review and would not be brought on as an independent contractor. The real estate professional argued that the company violated the Fair Credit Reporting Act's (FCRA) stand-alone disclosure requirement by asking him to sign a standardized background check authorization form that included a liability waiver. Additionally, he alleged he did not receive a copy of the consumer report and notice of his dispute rights as required by FCRA's mandatory pre-adverse action notification requirement.

The real estate company filed a motion to dismiss arguing that the real estate professional lacked Article III standing because he had not sustained an "injury-in-fact" and that both of his claims failed to state a claim because he was hired as an independent contractor, and the provisions of the FCRA that he relied upon only apply when the consumer report was procured and/or used for "employment purposes."

The court held that the FCRA provisions that require notice of an adverse action taken due to a pre-employment credit report check do not apply to a credit check done regarding a potential independent contractor. The motion to dismiss was granted for failure to state claim.

2. **Saxe v. Raveis Real Estate, Inc.**, No. FSTCV176033070S, 2018 WL 4199004 (Conn. Super. Ct., Aug. 24, 2018)

Non-compete containing operating restriction of ten miles in transition contract found to be unreasonable.

A real estate professional and a real estate company executed a transition agreement and an independent contractor agreement when the professional started working for the company in 2014. The transition agreement contained a covenant not to compete and a confidentiality

clause; the independent contractor agreement included a confidentiality clause, an indemnity clause, and a merger clause. In 2017, the real estate professional terminated the relationship and resumed working with a different real estate company. The real estate company sent her a cease and desist notice, indicating that her actions were in violation of her contractual duties under the covenant not to compete and the confidentiality clause. The real estate professional filed a motion for summary judgment claiming the covenant not to compete was unenforceable. The real estate company also filed a motion for summary judgment alleging breach of the covenant not to compete and the confidentiality agreement.

The court concluded the ten-mile operation restriction set forth in the covenant not to compete was unreasonable because it prevented the real estate professional from seeking employment within ten miles of any of the 46 defendant real estate company offices located throughout Connecticut (and any of the over 70 defendant real estate offices located in eight other states). Thus, the ten-mile restriction as written essentially prevented the real estate professional from working in her field anywhere in the state of Connecticut. The court granted the real estate professional's motion for summary judgment and denied the real estate company's motion.

Statutes and Regulation

No employment statutes or regulations were retrieved this quarter.

C. Volume of Materials Retrieved

Employment issues were identified in one case this quarter. Over the past twelve months, Employment issues were identified in three cases (*see* Table 4). No statutes or regulations regarding Employment issues were retrieved in the past twelve months (*see* Table 4).

V. VERDICT AND LIABILITY INFORMATION

A. Agency Cases

Liability was determined in four Agency cases, and the licensee was held liable in two of the cases (*see* Table 3).

B. Property Condition Disclosure Cases

Liability was determined in four Property Disclosure Cases, and the licensee was not held liable in any of the cases (*see* Table 3).

C. RESPA Cases

Liability was determined in four RESPA cases reviewed this quarter, and the licensee was not held liable in any of the cases. (*see* Table 3).

D. Employment Cases

Liability was determined in two employment case retrieved over the past twelve months; the defendants were not held liable in those cases (see Table 5).

VI. TABLES

Table 1

Volume of Items Retrieved for First Quarter 2019 by Major Topic

Major Topic	Cases	Statutes	Regulations
Agency	11	3	1
Property Condition Disclosure	4	1	0
RESPA	16	0	0

Table 2

Volume of Items Retrieved for First Quarter 2019 by Issue

Issue	Cases	Statutes	Regulations
Agency: Dual Agency	0	0	0
Agency: Buyer Representation	5	0	0
Agency: Designated Agency	0	0	0
Agency: Transactional/Nonagency	0	0	0
Agency: Subagency	0	0	0
Agency: Disclosure of Confid. Info.	0	0	0
Agency: Vicarious Liability	0	0	0
Agency: Breach of Fiduciary Duty	6	0	0
Agency: Disclosure of Financial Ability	0	0	0
Agency: Agency Disclosure	0	0	0
Agency: Minimum Service Agreements	1	0	0

Issue	Cases	Statutes	Regulations
Agency: Pre-listing Marketing of Properties	0	0	0
Agency: Teams	0	0	0
Agency: Coming Soon Listings	0	0	0
Agency: Other	4	3	1
PCD: Structural Defects	1	0	0
PCD: Sewer/Septic	0	0	0
PCD: Radon	0	0	0
PCD: Asbestos	0	0	0
PCD: Lead-based Paint	0	0	0
PCD: Mold and Water Intrusion	0	0	0
PCD: Roof	0	0	0
PCD: Synthetic Stucco	0	0	0
PCD: Flooring/Walls	0	0	0
PCD: Imported Drywall	0	0	0
PCD: Plumbing	0	0	0
PCD: HVAC	0	0	0
PCD: Electrical System	0	0	0
PCD: Valuation	0	0	0
PCD: Short Sales	0	0	0
PCD: REOs & Bank-owned Property	2	0	0
PCD: Insects/Vermin	0	0	0
PCD: Boundaries	0	0	0

Issue	Cases	Statutes	Regulations
PCD: Zoning	0	0	0
PCD: Off-site Adverse Conditions	0	0	0
PCD: Meth Labs	0	0	0
PCD: Stigmatized Property	0	0	0
PCD: Megan's Laws	0	0	0
PCD: Underground Storage Tanks	0	0	0
PCD: Electromagnetic Fields	0	0	0
PCD: Pollution/Env't'l Other	0	0	0
Property Condition Disclosure: Other	1	1	0
RESPA: Disclosure of Settlement Costs	0	0	0
RESPA: Kickbacks	0	0	0
RESPA: Affiliated Business Arrangements	0	0	0
RESPA: Marketing Service Agreements	0	0	0
RESPA: Other	16	0	0

Table 3
Liability Data for First Quarter 2019

Topic	Liabe	Not Liabe	% Liabe	% Not Liabe
Agency	2	2	50%	500%
Property Condition Disclosure	0	1	0%	100%
RESPA	0	2	N/A	100%

Table 4

Volume of Employment Items Retrieved in Past Twelve Months (April 2018-March 2019)

Major Topic	Cases	Statutes	Regulations
Employment: Wrongful Termination (cases only)	0	N/A	N/A
Employment: Personal Assistants	0	0	0
Employment: Independent Contractors	2	0	0
Employment: Wage and Hour Issues (cases only)	1	N/A	N/A

Table 5

Liability Data for Employment Cases in the Past Twelve Months (April 2018-March 2019)

Topic	Liabe	Not Liabe	% Liabe	% Not Liabe
Employment	0	2	N/A	100%