

In the Matter of the Industrial Relations Act, Chapter 321

And

In the Matter of the Industrial Relations (Tribunal Procedure) Rules 2010

**BETWEEN:**

**TANYA CANCINO**

**APPLICANT**

v

**ORIGINAL PATTIES BAKERY LIMITED**

**RESPONDENT**

**APPEARANCES:** Ms. Theresa Mortimer on behalf of the Applicant

Mr. Owen Wells on behalf of the Respondent

**BEFORE:** Her Honour, President Indira N. Demeritte-Francis

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**ORDER**

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- (1) By Certificate of Referral dated 11<sup>th</sup> February, 2019 the Minister referred the subject dispute to the Industrial Tribunal; and
- (2) In accordance with Rule 3 (1) of the Industrial Relations (Tribunal Procedure) Rules, 2010 a Notice for an Originating Application – Form A was sent on 26<sup>th</sup> March, 2019 by the Secretary, to the Tribunal, to the Applicant; and
- (3) Upon receipt by the Applicant of the Notice for an Originating Application the Applicant filed an Originating Application in the Tribunal on 18<sup>th</sup> April, 2019; and

- (4) A Notice of Application to the Respondent – Form C and a Notice of Appearance - Form D was sent to the Respondent on the 30<sup>th</sup> April, 2019; and
- (5) That a Notice of Appearance - Form D was filed on 7<sup>th</sup> May, 2019 and a Defence – Form E was filed on 18<sup>th</sup> June, 2019 in the Tribunal by the Respondent; and
- (6) Pursuant to Rule 15(1) of the Industrial Relations (Tribunal Procedure) Rules 2010, the Industrial Tribunal set a fixture on the 16<sup>th</sup> September, 2019 for the Case Management Hearing for Directions; and
- (7) The Applicant and Respondent informed the Tribunal on 6<sup>th</sup> May, 2021 that an agreement on settlement had been reached; and
- (8) That on the 2<sup>nd</sup> June, 2021, the Applicant filed into the Tribunal an executed Deed of Settlement and a signed Notice of Withdrawal – Form K, the same are now exhibited here:

COMMONWEALTH OF THE BAHAMAS  
New Providence

THIS DEED OF SETTLEMENT AND RELEASE is made the 13<sup>th</sup> day of May, A.D., 2021 BETWEEN TANYA CANCINO of the Southern District of the Island of New Providence one of the Islands of the Commonwealth of The Bahamas (hereinafter called "Ms. Cancino") and ORIGINAL PATTIES BAKERY, a company duly incorporated and registered under the laws of the Commonwealth of The Bahamas (hereinafter called "Original Patties").

WHEREAS:-

1. There was a dispute based on employment between Cancino, Releasor and Original Patties, the Releasee.
2. It has been agreed between the parties hereto that the Releasee will pay to the Releasor the sum of Six Thousand Dollars (\$6,000.00) in the currency of the said Commonwealth as full and final settlement of the said dispute. With the first installment payment of Two Thousand Five Hundred (\$2,500.00) being paid immediately upon execution and the balance payable by weekly installments of Five Hundred (\$500.00) Dollars.
3. It has been agreed between the parties that all further proceedings in the action No. IT/NES/27 of 2019 shall be wholly stayed, settled and discontinued.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:-

1. The Releasee will pay to the Releasor the sum of Six Thousand Dollars (\$6,000.00), the sufficiency of which is hereby acknowledged in full, final and complete settlement of any and all claims which the Releasor has or may have now or in the future against the Releasee arising out of or connection with her employment, the subject of the Bahamas Industrial in Action No. IT/NES/27 of 2019.
2. The Releasor on behalf of herself, her heirs, assigns, agents and representatives, hereby irrevocably and unconditionally releases and forever discharges the Company and its predecessors, parent companies, related companies, subsidiaries, agents, employees, parties, officers, directors, insurers and attorneys (hereinafter collectively referred to as the "Released Parties"), from any and all actions, causes of action, suits, agreements, judgments, execution, claims, demands,

obligations, damages, liabilities, costs, attorney fees or loss resulting or to result from the said Labour Dispute at the Bahamas Industrial Tribunal in Action No. IT/NES/27 of 2019 but not limited to any acts or missions in connection with the processing, disposition, and settlement of all matters made the subject of this Agreement and all damages arising therefrom.

3. The parties hereto understand and acknowledge that this Deed constitutes a compromise and settlement of disputed claims and is made to achieve an amicable settlement and for no other reason. No action taken by the parties hereto, or either of them, either previously or in connection with this Deed shall be deemed or construed to be (a) an admission of the truth or falsity of any claims heretofore made or (b) an acknowledgement or admission by either party of any fault or liability whatsoever to the other party or to any third party.
  4. The Releasor agrees to maintain in confidence (i) all information coming to her knowledge as a result of her employment at Original Patties concerning and including the private family and business information of Original Patties (ii) the contents and terms of this compromise and settlement and the consideration for this settlement and release.
  5. The provisions and existence of this settlement (a) may not be cited by any party hereto as an admission of any issue of fact or law; and (b) shall not be disclosed to any third party or entity, except:
    - (i) as required by law or regulation;
    - (ii) to the parties respective professional advisors on a "need to know" basis, provided that such parties agree to be bound by these confidentiality provisions; or
    - (iii) in the event of a breach of the terms hereof, as may be reasonably required to enforce the terms of this compromise.
  6. The Releasor acknowledges that the rights which are sought to be protected by the foregoing provisions are unique and that any breach by him of these terms would cause Original Patties irreparable and unquantifiable damage and that Original Patties shall be entitled to apply for and obtain (but without prejudice to any such rights as Original Patties may have to obtain damages in any such respect) interlocutory and/or final injunctive or other equitable relief against or in respect of any actual or threatened breach hereof by the Releasor.
  7. The Releasor warrants that she has made no assignments and will make no assignments, or claim, right of action or any right of any kind whatsoever which she has or may have now or in the future
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against the Released Party in connection with the said Labour Dispute at the Bahamas Industrial Tribunal.

8. The Releasor acknowledges that she has not been influenced to any extent whatever in entering this Agreement by any representations or statements, made by the Released Party or any person or persons representing any of them.
9. This Agreement is made and entered into the Commonwealth of The Bahamas and shall in all respects be interpreted, enforced and governed by and under the laws of the said Commonwealth of The Bahamas.
10. The undersigned represents and agrees that he has carefully read the foregoing Agreement, knows the contents thereof and signs the same as his own free act.
11. The Releasor and the Releasee shall keep the provisions of this Settlement Agreement and Deed of Release confidential, provided that the Releasor and the Releasee may disclose the provisions to their legal or any other person that by law must be informed of the provisions.

IN WITNESS WHEREOF, the Releasor has hereunto set his hand and seal the day and year above written.

Tanya Cancino

Signed Sealed and Delivered by the above - named Applicant, **TANYA CANCINO** in the presence of: -

[Signature]

COMMONWEALTH OF THE BAHAMAS  
New Providence

TANYA CANCINO  
AND  
ORIGINAL PATTIES BAKERY


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DEED OF SETTLEMENT AND RELEASE

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2019

IT/NES/27

  
McKINNEY, TURNER & CO.  
Counsel & Attorneys-at-law  
Chambers, Oakbridge House  
#13 West Hill Street  
Nassau, The Bahamas  
Attorneys for the Respondent



FORM K  
NOTICE OF WITHDRAWAL

[Rule 12(1)(a)]

COMMONWEALTH OF THE BAHAMAS  
INDUSTRIAL TRIBUNAL  
NASSAU/FREEPORT

No. 27 of 2019

In the matter of the Industrial Relations Act

TANYA CANCINO

Applicant

ORIGINAL PARTIES BAKERY  
LIMITED

Respondent

To: The Secretary of the Industrial Tribunal  
Office of the Industrial Tribunal  
P.O. Box N-4939  
Saffrey Square, Suite 106  
East Street and Bank Lane  
Nassau, The Bahamas

I (name) TANYA CANCINO of (address) SOUTHERN DISTRICT, NASSAU, BAHAMAS

\*Applicant/Respondent, wish to withdraw from the Tribunal the Originating \*Application/Response I have made herein.

Date the 21<sup>st</sup> day of May, 2021

(Signature)

The \*Applicant/Respondent

Labour Advocate  
THELMA MERTIMER  
(Rep) Tanya Cancino

\*Delete inappropriate items.



- (9) The Respondent has agreed to pay the Applicant Six Thousand Dollars (\$6,000.00) as final settlement.

**THE DECISION OF THE TRIBUNAL IS AS AGREED AND THEREFORE IT IS SO ORDERED:**

- (10) The Originating Application filed in the Industrial Tribunal on 18<sup>th</sup> April, 2019 is decided accordingly pursuant to Rule 12(1)(b) of the Industrial Relations (Tribunal Procedures) Rule 2010 and is hereby marked Settled.

**AND THIS IS THE ORDER OF THIS TRIBUNAL**

DATED THIS, 6<sup>th</sup> May, 2021

Indira N. Demeritte – Francis

President

Industrial Tribunal