

HONG KONG / JUDGMENT

RE GREATER BAY AREA DYNAMIC GROWTH HOLDING LTD

[2025] HKCFI 3316

COURT

Court of First Instance

DECIDED

31 July 2025

CASE / FILE NUMBER

HCCW430/2024

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bjbj HCCW 430/2024

[2025] HKCFI 3316 IN THE HIGH COURT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION COURT OF FIRST INSTANCE COMPANIES (WINDING-UP) PROCEEDINGS NO 430 OF 2024

IN THE MATTER of Section 327(3)(b) of the Companies (Winding-Up and Miscellaneous Provisions) Ordinance (Cap 32) and IN THE MATTER of GREATER BAY AREA DYNAMIC GROWTH HOLDING LIMITED ('Ycp@SZ winding up order against Greater Bay Area Dynamic Growth Holding Ltd (Company) on the basis that it is unable to pay its debts. The petitioning debt is a sum of HK\$1,211,642.01 (as of 25 June 2024) based on an Award in favour of Lau made by the Labour Tribunal in LBTC 2399/2023. The Award consists of 14 months of unpaid wages from May 2022 to June 2023, payment in lieu of notice, holiday pay and interest. By far the lion share of the Award was the unpaid wages. There was no appeal against the Award.

Background

The material background facts can be briefly stated. Lau was the financial controller of the Company from 1 April 2015 to June 2023. He was one of the authorised signatories of the Company's bank account as well as a director of various subsidiaries of the Company. The Company was incorporated in Bermuda and is listed on the main board of the Hong Kong Stock Exchange Ltd. A statutory demand was issued by Lau for the debt under the Award on 25 June 2024. On that day, the amount due was HK\$1,211,642.01. No setting aside application was made by the Company in respect of the statutory demand, but the demand was not met. The Petition was presented on 18 July 2024. In opposition to the Petition, the Company contends that it has genuine and serious cross-claims against Lau which are advanced in two Action, namely, HCA 1758/2024 issued on 2 September 2024 (Action) and HCA 1872/2024 issued on 16 September 2024

(Action). In summary, in Action (1) the Company claims against, inter alios, Lau in respect of unauthorised partial payments to Kingston Finance Ltd (also a defendant in Action (1)). In Action (2), the Company claims against Lau (a) for wrongful advice regarding the declaration of special dividend and (b) failure to review or confirm the propriety of payments made by Guangzhou Rosedale Hotel Co Ltd, which was jointly owned by one of the Company s subsidiaries, Allied Glory Investment Ltd. The pleaded monetary value of either of these cross-claims far exceeds the petitioning debt. Issue The issue before this court is confined to whether the Company can rely on its cross-claims in defence of the Petition which is based on unpaid wages. See also para 16 below. It should be mentioned that the position adopted by Lau at the last hearing before the Companies Court was that: the Company s alleged crossclaims are completely irrelevant to the disposal of the Petition. This Court does not need to enquire into whether the crossclaims are serious or genuine (even if they were, the Company still needs to pay [Lau], and deducting wages had been completely outlawed by s.32(1) [of the Employment Ordinance, Cap 57]) . The Court acted upon Lau s position that the only point for the substantive argument of the Petition would be the effect of s.32 of the Employment Ordinance, Cap 57 (Ordinance). Consequently, a two hour hearing was fixed thereby expediting the adjudication of the Petition. It follows from the position taken by Lau that, for the present purpose, this court should proceed on the assumption that the Company has genuine and serious cross-claims against Lau greater than or equal to the petitioning debt.

Applicable principles

The principles applicable upon consideration of whether a defence to a winding up petition has been established by reason of deputed debts, set-offs and cross-claims were explained with admirable clarity by the Court of Appeal in *Re Shandong Chenming Paper Holdings Ltd* [2024] 2 HKLRD 1040, at [26]-[32]. On cross-claims, it was held at [29] and [31] :

29. What is the position where the company opposing the petition raises a mere cross-claim, in the sense of a claim against the petitioner that cannot for some reason be invoked as a set-off to the petition debt? Strictly speaking, such a cross-claim does not affect the petitioner s standing to petition as a creditor, because the petition debt exists independently notwithstanding the existence of a cross-claim that overtops it. Nevertheless, it has been the settled approach of the courts in Hong Kong to treat such cross-claims in the same way as disputes of the petition debt, following the English practice confirmed by the decision in *In re Bayoil SA* [1999] 1 WLR 147: see eg this Court s decisions in *Re S Y Engineering Co Ltd* (CACV 1896/2001, [2002] HKEC 241, 20 February 2002); *Re Zhuang PP Holdings Ltd* (CACV 288/2005, [2006] HKEC 1066, 15 June 2006). In *Re Sinom (Hong Kong) Ltd* [2009] 5 HKLRD 487, summarising the position, Kwan J said:

[11] As with a petition where there is a bona fide dispute of the debt on substantial grounds (a disputed debt petition), where the company has a genuine and serious cross-claim against the petitioner greater than or equal to the petitioner s debt (a cross-claim petition), such a petition may be restrained from proceeding (*Re Pan Interiors Ltd*. [2005] EWHC 3241 (Ch),

paras. [34] to [39]). It is an abuse of the process of the court to make a statutory demand or present a winding-up petition based on a claim to which there is a triable defence (*In re A Company* (No. 0012209 of 1991) [1992] 1 WLR 351). A cross-claim petition is regarded in the same way (*Southern Cross Group plc v. Deka Immobilien Investment GmbH* [2005] All ER (D) 374, paras. [29] & [30]; *Re Pan Interiors*, supra, para. [35]).

- [12] To successfully resist a cross-claim petition, the company has the onus of establishing that its cross-claim is genuine, serious and of substance. There must be supporting relevant details to demonstrate that the cross-claim is based on substantial ground. The test is very much the same as the test for a disputed debt petition for deciding whether a debt is disputed in good faith and on substantial grounds (*Applications to Wind Up Companies*, by Derek French, 2nd edition, paras 6.10.7.2 and 6.10.7.3 and the cases there cited).
31. It has been said that the dismissal of a petition where the debt is disputed is not a matter of discretion but is founded on the petitioner's inability to establish the locus standi to present a petition, whereas the stay or dismissal of a petition due to a cross-claim is different and can only be a matter for the discretion of the court: *In re Bayoil SA* [1999] 1 WLR 147, 150G. Nevertheless, the same rule of practice has been adopted. The reason is essentially that there is no difference in principle between the two situations. In *Malayan Plant (Pte) Ltd v Moscow Narodny Bank Ltd* [1980] MLJ 53 at 55, Lord Edmund-Davies said: There is no distinction in principle between a cross-claim of substance and a serious dispute regarding the indebtedness imputed against a company, which has long been held to constitute a proper ground on which to reject a winding up petition. That statement was relied on in *In re Bayoil SA* by both Nourse and Ward LJ (see pp.154H & 156F). Ward LJ himself said: there seems to me to be little practical difference between the disputed debt and a cross-claim which does not constitute a set-off properly so called (p.156E). In *Re R A Foulds Ltd* (1986) 2 BCC99269 at 99275, Hoffmann J said that the distinction between a petition where the debt is disputed and a petition said to be overtopped by a disputed cross-claim is somewhat technical. The rule of practice referred to in [31] was explained in [27]: Where the debt on which the petition is founded is itself disputed, the established rule of practice in winding-up, as in bankruptcy, is to ask whether there is a bona fide dispute of the petition debt on substantial grounds. If there is, the petition is usually dismissed, leaving it to the petitioner to establish itself as a creditor by a judgment obtained in a civil action. See Guy Lam CFA, [35]. In *Re Bayoil SA* [1999] 1 WLR 147, CA, at 150G-H, it was held that: the case of an undisputed debt with a genuine and serious cross-claim is different, in that the dismissal or staying of the petition can only be a matter for the discretion of the court, albeit that its exercise may have been narrowed by authority. The CA went on to hold at 154D that the discretion of the court is to be exercised in special circumstances. See also McPherson & Keay, *The Law of Company Liquidation*, 5th edn., [3-083] to [3-085]. As to the rationale for confining the exercise of discretion by the court to wind up a company in cross-claim cases to special circumstances, Nourse LJ held at 155C-F of *Re Bayoil SA*: Mr Russen has submitted that the matters relied on by the judge in exercising his discretion did in any event amount to special circumstances. Shortly stated, those matters were the finality and

unappealability of the interim award, the security for the company's counterclaim granted by Seawind's P. and I. club, the judge's concern as to the potential commercial insolvency of the company and the fact that there was no real evidence that the award could be paid. In my judgment those matters do not amount to special circumstances. Indeed, with the exception of the security for the company's counterclaim, they are likely to be found in many cross-claim cases. Mr Russen has also relied on the fact that no stay of the interim award was sought or granted. That adds nothing to his other points. The ability of a petitioning creditor to levy execution against the company does not entitle him to have it wound up. Moreover, an order that a company be wound up, unlike a bankruptcy order, is often a death knell. Nor can it be certain that a liquidator, even with security behind him, will prosecute the company's claims with the diligence and efficiency of its directors. These, I believe, are considerations which go to justify the practice in cross-claim cases. At 156D-E and G-H Ward LJ held that : the practice is not to allow the winding up where there is a genuine cross-claim except in special circumstances. Fourthly, a winding up order is a draconian order. If wrongly made, the company has little commercial prospect of reviving itself and recovering its former position. If there is any doubt about the claim or the cross-claim, that seems to me to require that the court should proceed cautiously. Very similar considerations inform the court's approach to the granting of a stay of execution, where the court does not lightly deprive the successful litigant of the fruits of his judgment, but will do so where an appeal would otherwise be rendered nugatory. I appreciate that this analogy cannot be taken too far. Winding up is not a form of execution, and stays may not be granted on a judgment for a dishonoured cheque, which is treated as cash, just as freight has a similar unique characterisation. None the less, the principles underlying that approach seem to me to be of relevance when dealing with a company winding up. [all emphasis added] In summary, where a petition is met with a genuine and serious cross-claim, the rule of practice is to dismiss the petition save in special circumstances where the court may exercise its discretion to wind up the company. It should be added that the same approach applies where the petition is founded on a judgment debt (see *Re Shandong Chenming*, [32]). In the present case, the same approach applies to the consideration of the Award. The parties have no dispute over the above principles. Hence, the issue before the court is boiled down to whether special circumstances exist in the present case such that a winding up order should be made against the Company in exercise of this court's discretion. As to what constitute special circumstances, it was noted in *McPherson & Keay*, [3-085] on pg 172, that: there is little or no guidance on what might be seen as constituting special circumstances, but clearly the petitioner is going to have to come up with something that is out of the ordinary, or given the judgment of Weeks QC , something that is material. This court was referred by Mr Kwong, who appeared with Mr Tang for the Company, to French on *Applications to Wind Up Companies*, 4th edn, [7.546] : The fact that the petitioner's claim is autonomous, so that it must be paid regardless of a dispute or cross-claim, which must be dealt with in separate proceedings (pay now, argue later), is not a special circumstance which would justify a petition proceeding despite a cross-claim against the petitioner. This applies, for example, where the petitioner's claim is for freight or for an unpaid cheque or

bill of exchange. So the principle of autonomy, which requires a court hearing a claim for payment of a negotiable instrument not to consider a cross-claim or defence, apart from a defence concerning the validity of the instrument, does not apply to a winding-up petition based on non-payment of the instrument. Lau's case Mr Kwan, who appeared with Ms Lee for Lau, submitted that the statutory backing that wages are not subject to deduction, save where the deduction falls within one or more of the exceptions under s.32 of the Ordinance constitutes special circumstances in the present case. Section 32(1) provides that : No deductions shall be made by an employer from the wages of his employee or from any other sum due to the employee otherwise than in accordance with this Ordinance. Three points should be made at this juncture. First, there is no issue that the different constituents of the Award do not affect the application of s.32, ie, they all fall within the section. Second, none of the allowed deductions under s.32 applies. Third, there is a point of legal technicality, namely, the doctrine of merger in judgment. Under this doctrine, Lau's causes of action in respect of his claims before the Labour Tribunal had been extinguished and merged into the Award. His sole remedy is to enforce the Award. The principle is rooted in promoting finality in litigation, ie, the causes of action are not to be revisited. There is a question whether this doctrine may militate against Lau's reliance on s.32 because his causes of action had been merged into the Award. For three reasons, I believe that the answer is in the negative :

- (1) There is no reason for the court to ignore what the Award is about. For instance, if the Company were to argue that in fact no wages was owed to Lau, the latter would be entitled to say that it was a matter determined against the Company and the Award could not be reopened;
- (2) I see no reason why Lau is worse off with an Award as opposed to coming before the Companies court with a petition based on unpaid wages;
- (3) I agree with Mr Kwan that the issue before the court is one of exercise of discretion and the court is entitled to take into account the relevant circumstances of the case, namely, the Award is based on claims which were subject to s.32. Returning to the Ordinance, Mr Kwan submitted, and I agree, that the payment of wages is heavily protected under the legislative scheme: wages are to be paid no later than 7 days after they are due (s.23); an employer who wilfully and without reasonable excuse contravenes s.23 commits an offence and is liable to a fine of HK\$350,000 and to imprisonment for 3 years (s.63C); any person who contravenes s.32 commits an offence and is liable to a fine of HK\$100,000 (level 6) and to imprisonment for 1 year (s.63B); and contracting out of any right, benefit or protection conferred upon the employee by the Ordinance shall be void (s.70). Further, under s.43P of the Ordinance it is an offence for employer not to pay an award by the Labour Tribunal in respect of wages wilfully and without reasonable excuse. Such an offence is punishable with a fine of HK\$350,000 and imprisonment for 3 years. In *HKSAR v Ching Yeung Development Co Ltd*, unrep, HCMA 806/2002, 11 December 2002, which was an appeal by the defendant against conviction on 6 counts of failing to pay wages on time, contrary to ss.23 and 63C of the Ordinance. It was held at [13] : As the prosecution has pointed out, the long title of the Employment Ordinance

makes it clear that the objective of the Ordinance is [t]o provide for the protection of the wages of employees , and it is in this context that the provisions of the Ordinance are to be interpreted. The prosecution has referred to the case of *Williams v North s Navigation Collieries* [1906]

136. Although that case concerned a different statute, the judgment did incisively state the general legislative intent of labour law: The whole principle upon which this legislation is based is that the workman requires protection, that if not protected he may be overreached (at 146, line 5). In *Xu Yi Jun v GF Capital (HK) Ltd* [2021] 1 HKC 191, CA, the defendant employer withheld bonus payment from the plaintiff employee. The employee sued for the unpaid bonus and sought summary judgment. The employer by counterclaim alleged wrongdoing on the employee s part resulting in damages exceeding the amount of her claim [20]. The court below agreed with the master that the employer had raised an arguable defence of equitable set-off and should have unconditional leave to defend [6]. Unanimously, the CA entered final judgment against the employer with interest. It was held that s.32(1) of the Ordinance did not permit the employer to exercise an equitable set-off by raising a claim for unliquidated damages against its liability to pay the bonus. The word deduction in s.32(1) was intended to have an extended (not confined) area of application. The Court reasoned that the legislature could not have intended to remove the protection against set-off and permit the employer to deprive the employee temporarily of the right to payment of a sum due to him until the final resolution of the employer s claim for unliquidated damages against the employee for bad or negligent work : [47], [54]-[61]. Amongst the authorities cited to this court, the only one where special circumstances were found to exist which justified the exercise of discretion to wind up the debtor company despite the existence of a genuine and serious cross-claim by the company is *Atlantic & General Investment Trust Ltd v Richbell Information Services Inc* [2000] 2 BCLC 778. However, the facts of that case are rather different to those of the present. In that case, the company was not trading. Its assets consisted of intercompany debts and the cross-claim. Arrangement was in place for a creditor to fund the litigation of the cross-claim on the basis that the company would go into liquidation. The two directors of the company had no active responsibility in respect of the litigation which would be in the hands of the funder. One of the directors had conflicting interests in respect of the litigation and it was prudent to have liquidator appointed to safeguard the interests of the company and its creditors in regard to the litigation. Whilst the analysis of the court is enlightening and would be of much interest in a more company centric situation (see 791e to 792h), with respect, due to the very different facts I am unable to derive much assistance from it in the present case. The Company s case Mr Kwong submitted that the parameters of special circumstances are very narrow. As an example, the court may exercise its discretion to wind up a company despite the existence of a genuine and serious cross-claim where there is abuse of process. However, it was acknowledged that the category of special circumstances is not closed. It was submitted that an autonomous claim, such as one based on a dishonoured cheque, does not constitution special circumstances (see the dicta of Ward LJ quoted at para 13 and French at para 18 above) . The

Company relies on *Nasir Ahmed v Wong Wan Sang Trading as Wan Sang Engineering Ltd*, unrep, HCB 7795/2006, 22 June

2007. There was a bankruptcy petition against the debtor based on a Labour Tribunal award of wages in favour of the petitioner. It was held by the court that the debtor had discharged the burden of establishing a genuine and serious cross-claim which exceeded the petitioning debt, and the Petition was dismissed. I do not believe that the law in question is different for bankruptcy. However, in *Nasir Ahmed*, the petitioner was represented by a lawyer of the Legal Aid Department whilst the debtor was unrepresented. It is clear from the judgment that no argument was raised concerning s.32 of the Ordinance or whether unpaid wages constituted special circumstances which would justify making a bankruptcy order against the debtor. With respect, this case is of little assistance for the purpose of resolving the present dispute. The Company also relies on French, [7.547] : Similarly, the fact that the petitioner's debt is a sum due under a construction contract, and the company has not given an effective notice of intention to pay less (formerly to withhold payment), is not a special circumstance which would justify the petition proceeding despite a cross-claim against the petitioner. This court was not provided with the statute referred to in the footnote of the above passage: Housing Grants, Construction and Regeneration Act 1996, s.111. However, from reading a copy obtained from internet search, it appears that (a) the payer may serve a notice under s.111(3) to pay less than what is stipulated in the construction contract; and (b) there is no criminal sanction for non-payment. The case of *R&S Fire and Security Services Ltd v Fire Defence Plc* [2013] EWHC 422 (Ch) was referred to this court. In that case, Fire Defence presented a winding up petition against R&S the advertisement of which the latter sought to restrain (amongst other relief). The petitioning debt was a contractual payment and based on s.111 was not open to dispute, as found by the court [12]. The court was satisfied that R&S had a genuine and serious cross-claim against Fire Defence which exceeded the debt, there was no special circumstances and the petition was struck out [23]. On lack of special circumstances, the court referred to previous first instance decisions, and the dicta that there was a clear difference between enforcing an adjudicator's decision and seeking to use the decision to found bankruptcy proceedings even where there is genuine and serious cross-claim [13]. I shall deal with s.111 and R&S below.

Analysis

Mr Kwan submitted that at the end of the day, the Company is seeking to rely on any judgments resulting from the cross-claims to offset against the undisputed debt under the Award. These are precisely the tactical deductions disallowed under s.32 (read together with *Xu Yi Jun*). There is clearly force in the submission. The provisions of the Ordinance evidence an intention on the part of the legislature to give maximum protection to the payment of wages. There is clearly a social dimension as well as public interest in having workers paid. I know of no other payment entitlement outside the Ordinance which is protected by criminal sanction. The Payment of wages may be autonomous by reason of s.32, its autonomous nature (statutory) is clearly different

to dishonoured cheques which, I believe, is a matter of common law rule or practice (see Chitty on Contracts (Hong Kong Specific Contracts), 7th edn, vol 1, [4-104] and [4-105]). As for the payment of freight, its autonomous nature is also a matter of common law rule or practice (see Maritime Law and Practice in Hong Kong, 2nd edn, [6.264]). It may be the case that a petitioning debt based on a dishonoured cheque (or freight) would not constitute special circumstances to wind up the debtor company where it has a genuine and serious cross-claim, but I can see no real reason why that should automatically be applied to a wages claim. It is clear that wages claim stands in a special position under our law. When it comes to an exercise of judicial discretion, plainly the court will strive to uphold the law rather than frustrating it. Allowing the Company to put off the payment of wages until years later when judgments are obtained in Action 1 and Action 2 would frustrate the purpose and effect of s.32 of the Ordinance. When it comes to fairness to the Company, I do not believe that the court should lose sight of the fact that it has failed and/or refused to pay its worker for which it is liable to prosecution for criminal offences. On the other hand, the Company's position is that it is entitled to continue to trade and incur debts. The distortion of this situation does not command the endorsement of the court. There is no opposing creditor before the court. The Company is a listed entity, I see no reason to believe that should the liquidator take the view that the cross-claims are meritorious, he will not have the resources to pursue them (see *Re Kwong Yuen Construction Co Ltd*, unrep, HCCW 336/2001, 22 June 2001, [30]). It may be the case that the prosecution of Action (1) and Action (2) by the liquidator will be less efficient. However, the Court must take a balanced view of the circumstances before it. The Company's interests cannot trump all else. The discretion of the Court should not be reduced into a state of near non-existence. Finally, in respect of the Housing Grants, Construction and Regeneration Act 1996, I believe that its purpose and effect are different to the Ordinance. With respect, there is little assistance to be derived from that Act. As regards R&S, with respect, it adds little to the body of authorities which has been set out above. For these reasons, I am of the view that there are special circumstances in this case which justify the exercise of this court's discretion to make a winding up order against the Company.

Disposition

The Company had indicated to the court that in the event that the court does not agree with its case, it would want to have an opportunity to satisfy the Award. In the premises, I make the following order :

- (1) The Company shall have 14 days from the date of this Judgment to pay the Award in full;
- (2) Upon payment, the parties may lodge a consent summons for dismissal of the Petition with the costs of and occasioned by the Petition, including the Official Receiver's costs and the costs of this hearing, be paid by the Company to Lau, to be taxed if not agreed;
- (3) If the Company does not pay the Awards as aforesaid, Lau has liberty to restore the Petition for hearing on a Monday call-over hearing whereupon the usual winding up order will be made against the Company. Lastly, I am grateful to counsel for their assistance. (Anthony Chan) Judge of the Court of First Instance High Court Mr Kwan Ping Kan and Ms Phoebe

Lee, instructed by Charles Russell Speechlys LLP, for the Petitioner Mr Jeremy Kwong and Mr Felix H.Y. Tang, instructed by Tung, Ng, Tse & Lam, for the Respondent Attendance of ONC Lawyers for the Supporting Creditor was excused Attendance of the Official Receiver was excused Skeleton submissions of Lau for the hearing on 9 December 2024, [19].

Referring to the case of Atlantic & General Investment Trust Ltd v Richbell Information Services Inc [2000] 2 BCLC 778 (see paras 29-30 below). There appears to be conflicting decisions on whether a debtor company may answer a petition based on a dishonoured cheque with a cross-claim, see eg, Re Silver Base International Development Co Ltd [2022] HKCFI 1793. It is not a matter which has to be resolved for the present purpose. PAGE * Arabic * MERGEFORMAT A B C D E F G H I J K L M N O P Q R S T U V A B C D E F G H I J K L M N O P Q R S T U V A B C D E F G H I J K L M N O P Q R S T U V A B C D E F G H I J K h1"khofl hofl gdkz gd1"k gdkz gdkz gdkz gdkz ~sok]TKB hzo| gd!` gdkz gdkz gdkz gd1"k gdkz hTeD hTeD gd!` gd!` gd!` gd gd gd y gdP:} gdP:} gdP:} gd y gd y gd!` gd|} h=RF h=RF gd<Z&hP:} hH8t }md` L M N O P Q R S T U V hH8t :p" [Content_Types].xml _rels/.rels theme/theme/themeManager.xml K Y, sQ}# theme/theme/theme1.xml \$O}) Xp90 +PHI| PP yu 9xu5 fs+W VF7H q=. 8}d- qyI@ j!Q_ jyV` |PZ+ T ""p < 4V O&x\$ A8>v ;EUC n 8r *~P(5 .}x E /,EE} theme/theme/_rels/themeManager.xml.rels 5 6?\$Q K(M&\$R(.1 [Content_Types].xmlPK _rels/.relsPK theme/theme/themeManager.xmlPK theme/theme/theme1.xmlPK theme/theme/_rels/themeManager.xml.relsPK <?xml version="1.0" encoding="UTF-8" standalone="yes"?><a:clrMap xmlns:a="http://schemas.openxmlformats.org/drawingml/2006/main" bg1="lt1" tx1="dk1" bg2="lt2" tx2="dk2" accent1="accent1" accent2="accent2" accent3="accent3" accent4="accent4" accent5="accent5" accent6="accent6" hlink="hlink" folHlink="folHlink"/> [Content_Types].xml dlyLho ;d]6 yJ.; _rels/.rels fLV:*]m@= T;GI b9`5 drs/e2oDoc.xml WPn \k N\x8 38\_r 13;K SH,f X>wu\ drs/downrev.xmlL !kZO K(dFC [Content\_Types].xmlPK \_rels/.relsPK drs/e2oDoc.xmlPK drs/downrev.xmlPK [Content\_Types].xml dlyLho ;d]6 yJ.; \_rels/.rels fLV:\* ]m@= T;GI b9`5 drs/e2oDoc.xml Cj}5 lCpe 6k(w N', drs/downrev.xmlL z+vB ? Ro&^ }%mo QIrk [Content_Types].xmlPK _rels/.relsPK drs/e2oDoc.xmlPK drs/downrev.xmlPK [Content_Types].xml dlyLho ;d]6 yJ.; _rels/.rels fLV:*]m@= T;GI b9`5 drs/e2oDoc.xml WPn \k N\x8 38\_r 13;K SH,f X>wu\ drs/downrev.xmlL !kZO K(dFC [Content\_Types].xmlPK \_rels/.relsPK drs/e2oDoc.xmlPK drs/downrev.xmlPK [Content\_Types].xml dlyLho ;d]6 yJ.; \_rels/.rels fLV:\* ]m@= T;GI b9`5 drs/e2oDoc.xml Cj}5 lCpe 6k(w N', drs/downrev.xmlL z+vB ?Ro&^ }%mo QIrk [Content_Types].xmlPK _rels/.relsPK drs/e2oDoc.xmlPK drs/downrev.xmlPK oAz* *Bzb Windows User Normal.dotm Windows User Microsoft Office Word Title <?xml version="1.0" encoding="UTF-8" standalone="no"?><b:Sources xmlns:b="http://schemas.openxmlformats.org/officeDocument/2006/bibliography" xmlns="http://schemas.openxmlformats.org/officeDocument/2006/bibliography" SelectedStyle="\APASixthEditionOfficeOnline.xml" StyleName="APA" Version="6"></b:Sources> <?xml version="1.0" encoding="UTF-8" standalone="no"?> <ds:datastoreItem ds:itemID="{13ED6125-46E6-45F7-9C5D-DCE962CD68F2}" xmlns:ds="http://schemas.openxmlformats.org/officeDocument/2006/customXml"><ds:schemaRefs><ds:schemaRef ds:uri="http://schemas.openxmlformats.org/officeDocument/2006/bibliography"/></ds:schemaRefs></ds:datastoreItem> Microsoft Word

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