

MARCH 2025

Assessment Report

Regarding the Fourth Complaint Received in Relation to IFC's investments in the Microfinance Enhancement Facility (MEF) (IFC Project #27827) and Microfinance Initiative for Asia (MIFA) Debt Fund (IFC Project #31467) in Cambodia

About CAO

The Office of the Compliance Advisor Ombudsman (CAO) is the independent accountability mechanism of the International Finance Corporation (IFC) and Multilateral Investment Guarantee Agency (MIGA), members of the World Bank Group. We work to facilitate the resolution of complaints from people affected by IFC and MIGA projects in a fair, objective, and constructive manner, enhance environmental and social project outcomes, and foster public accountability and learning at IFC and MIGA.

CAO is an independent office that reports directly to the IFC and MIGA Boards of Executive Directors. For more information, see <http://www.cao-ombudsman.org/about-us>.



List of Acronyms

CAO	Office of the Compliance Advisor Ombudsman
IAM	Independent Accountability Mechanism
IFC	International Finance Corporation
KfW	Kreditanstalt für Wiederaufbau
MEF	Microfinance Enhancement Facility
MIFA	Microfinance Initiative for Asia (MIFA) Debt Fund
MIGA	Multilateral Investment Guarantee Agency
MLF	Microfinance Liquidity Facility
MFI	Microfinance institutions
NAV	Net Asset Value
NBC	National Bank of Cambodia
NPL	Non-Performing Loan
PRASAC	KB PRASAC Bank Plc
SEGR	Stakeholder Engagement and Grievance Redress

1. Executive Summary

In June 2024, CAO received four complaints from four different individuals, all concerning the same project related to IFC's sub-client KB PRASAC Plc. One of the complaints, which is described in this report, is also related to IFC's sub-client LOLC Plc (Case number: Cambodia MEF_MIFA DF-04). The complaints in this case are in relation to alleged predatory and deceptive lending practices in the Cambodian microfinance sector, linked to two IFC sub-clients, KB PRASAC Bank Plc ("PRASAC") and LOLC Plc ("LOLC"). PRASAC and LOLC are sub-clients of IFC through their investments in the Microfinance Enhancement Facility (MEF) (IFC Project: MLF¹ #27827) and Microfinance Initiative for Asia (MIFA) Debt Fund (IFC Project: MIFA Debt Fund 31467), respectively. Although PRASAC was a sub-client of the IFC at the time the complaint was filed, the bank repaid the loan on 18 July 2024. There is an ongoing CAO compliance investigation regarding the practices of six financial institutions (four banks and two microfinance institutions) in Cambodia; PRASAC and LOLC are two of the six.²

The complainant took out multiple loans from PRASAC between 2012 and 2017 and a loan from LOLC in 2022. He claims that these loans have caused severe hardship, including loss of livelihood, negative impacts on his children's education, and increased financial burdens. The complainant alleges that PRASAC and LOLC's deceptive lending practices, threats from staff and authorities, and an ineffective mechanism to seek redress have harmed him and his family. In October 2024, CAO determined that the complaint met its eligibility criteria and was not the same in all material respects as a complaint that had previously been submitted to the CAO.³ Following the eligibility determination in October 2024, CAO began an assessment of the complaint.

During CAO's assessment of the complaint, the complainant and the sub-clients expressed an interest in engaging in a CAO dispute resolution process to address the issues raised in the complaint. In December 2024, during the assessment mission, the CAO team convened the first joint meeting between the complainant and LOLC, and the parties reached and signed a full settlement agreement regarding the complaint issues related to LOLC. The parties agreed that the content of the agreement will be kept confidential, but that they would issue a joint public statement on their engagement. CAO will monitor the implementation of the settlement agreement until 3 June 2025, with the possibility of extending the monitoring period. In accordance with the CAO Policy (paragraph 59, page 13),⁴ the complaint will now be handled by CAO's Dispute Resolution function.

In response to the complainants' requests and the need to resolve sensitive financial and social issues affecting individuals and their households, the dispute resolution team will handle each of the four complaints received in June 2024 separately, while ensuring efficient and well-coordinated logistical arrangements for meetings to minimize the burden on the parties and avoid redundancy in the process.

¹ Project #27827 originally appeared on IFC Disclosure as the Microfinance Liquidity Facility (MLF). The MLF was later renamed the Microfinance Enhancement Facility (MEF) and has since been renamed the Global Gender-Smart Fund (GGSF). IFC Disclosure: <https://disclosures.ifc.org/enterprise-search-results-home/27827>.

² Further information on this case can be found at <https://www.cao-ombudsman.org/cases/cambodia-financial-intermediaries-04>.

³ Paragraph 42(i) of the CAO Policy on accepting the complaints that are materially different in all circumstances.

⁴ CAO Policy: <https://www.cao-ombudsman.org/sites/default/files/documents/CAO%20Policy/ifc-miga-independent-accountability-mechanism-cao-policy.pdf>

This Assessment Report provides an overview of the assessment process, including a description of the project, the complaint, the assessment methodology, views of the parties, and next steps.

2. Background

Microfinance Enhancement Facility Fund (MEF): IFC's financial indirect exposure to KB PRASAC Bank Plc was through their investment (IFC Project: MLF #27827⁵) in the Microfinance Enhancement Facility (MEF). MEF is a global microfinance liquidity facility launched by IFC, German development bank KfW, and the Development Bank of Austria (OeEB)⁶ in response to the 2008/2009 liquidity crisis. Its aim is to provide short- and medium-term financing to microfinance institutions worldwide that are encountering difficulties in securing market financing. IFC invested USD 150M in B shares, resulting in a 21.6% equity ownership in MEF. The investment was approved in 2009 and categorized as FI under IFC's previous 2006 Sustainability Policy.

As of 1 January 2024, MEF has been renamed the Global Gender-Smart Fund (GGSF), reflecting a changed mandate focused on gender-smart investing and responsible finance. Of its USD 150M shares in MEF, IFC converted USD 80M to shares in GGSF and received USD 70M in repayments. IFC now holds 23.1% of equity ownership in GGSF, alongside other founding shareholders KfW (which also manages a junior share investment from the German Federal Ministry of Economic Cooperation and Development, "BMZ") and OeEB.

PRASAC received a loan of USD 7.8M from MEF and paid off the loan on 18 July 2024 (Figure 1. IFC financial links to MEF and PRASAC). PRASAC⁷ is a subsidiary of KB Kookmin Bank-Korea, a new commercial bank in Cambodia formed through the successful merger of PRASAC Microfinance Institution Plc. and Kookmin Bank Cambodia Plc. PRASAC has a commercial license from the National Bank of Cambodia (NBC) and officially received its approval from the Ministry of Commerce (MoC) of Cambodia for banking operations in August 2023. PRASAC Microfinance Institution Plc was formerly a direct IFC client through two loans⁸ designed to support the expansion of PRASAC's microfinance, agriculture, and SME portfolio. IFC exited these investments in October 2020 and March 2021. The sub-client's repayment transaction happened during the CAO's eligibility determination stage.

Microfinance Initiative for Asia Debt Fund (MIFA): MIFA was launched by IFC, KfW, and BlueOrchard Finance to increase access to finance for micro-borrowers and low-income households in East Asia, South Asia, and Central Asia (IFC project MIFA #31467⁹). According to the IFC Disclosure, "MIFA i) offers market-based debt financing – with an emphasis on local currency and longer-term financing – to financial entities serving micro businesses ('microfinance institutions' or 'MFIs'), with a focus on reaching smaller and less developed MFIs; ii) helps establish microfinance as an asset class with mainstream investors and leverage donor funds with private capital; and iii) supports capacity building among financial entities serving micro entities." BlueOrchard is the investment advisor to the Fund. The Fund is an internally managed alternative investment fund. IFC approved an investment

⁵ <https://disclosures.ifc.org/project-detail/SPI/27827/ifc-mlf>

⁶ MEF is a special-purpose vehicle constituted in Luxembourg. Webpage: <https://www.meffund.com/mission.php>

⁷ <https://www.kbprasacbank.com.kh/en/bank-overview/profile/>

⁸ <https://disclosures.ifc.org/project-detail/SII/36280/prasac-sr-loan-3> and <https://disclosures.ifc.org/project-detail/SII/38235/prasac-ab-loan>

⁹ <https://disclosures.ifc.org/project-detail/SPI/31467/mifa-debt-fund>

of USD 20M in mezzanine shares in 2012, for which it holds a 10.26% stake in MIFA. The investment was approved in 2012 and categorized as FI under the IFC's previous 2006 Sustainability Policy.

LOLC received a loan of USD 9M from the MIFA fund, with a loan maturity date of 2026 (Figure 2. IFC financial links to the MIFA and LOLC). As of December 2020, the investor update for the MIFA Debt Fund indicated that LOLC was in the top five largest outstanding positions for the Fund, with a NAV percentage of 3.9%.¹⁰ LOLC was previously a sub-client of the IFC via the MEF fund; however, this loan was paid off by LOLC on 25 October 2024.

LOLC¹¹ is a microfinance institution licensed since 2003 by the National Bank of Cambodia. It was founded in 1994 as a credit program managed by the nonprofit organization Catholic Relief Service and incorporated as Thaneakea Phum (Cambodia) Limited (TPC) in 2002. In 2015, Thaneakea Phum (Cambodia) Ltd. changed its name to LOLC (Cambodia) Plc. LOLC was formerly a direct IFC client through a loan to support MSME in the agricultural sector (IFC project 34422). IFC exited this project in 2017.

Figure 1. IFC financial links to PRASAC

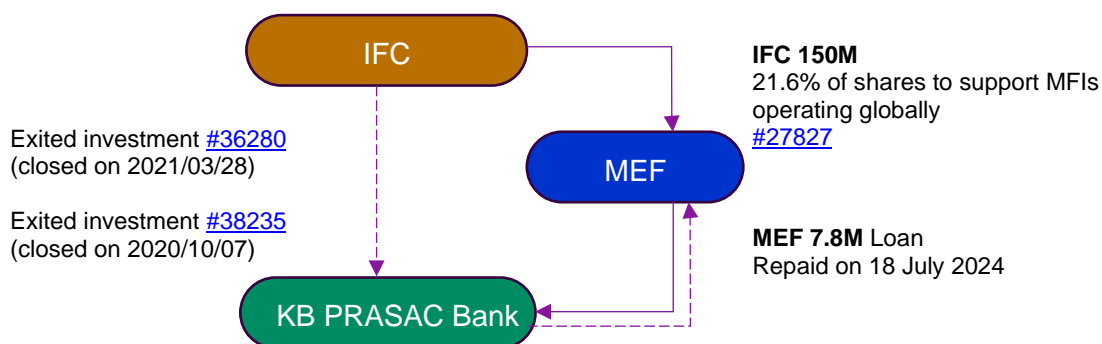
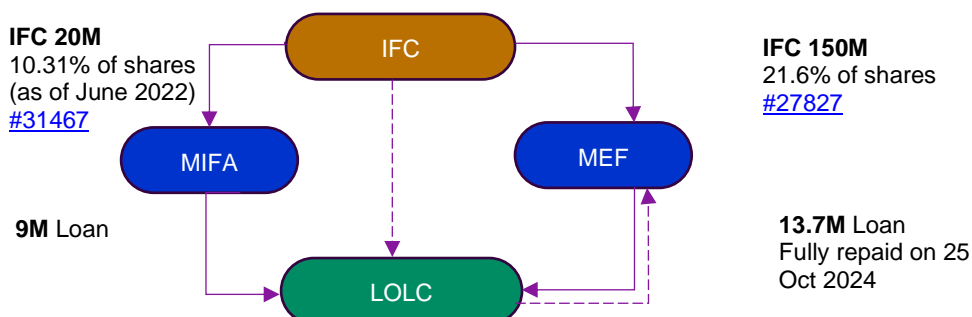


Figure 2. IFC financial links to LOLC



¹⁰ https://www.blueorchard.com/wp-content/uploads/report/mifa/MIFA_InvestorUpdate.pdf

¹¹ <https://www.lolc.com.kh/en/an-overview-en>

3. Assessment Purpose & Methodology

Assessment Purpose

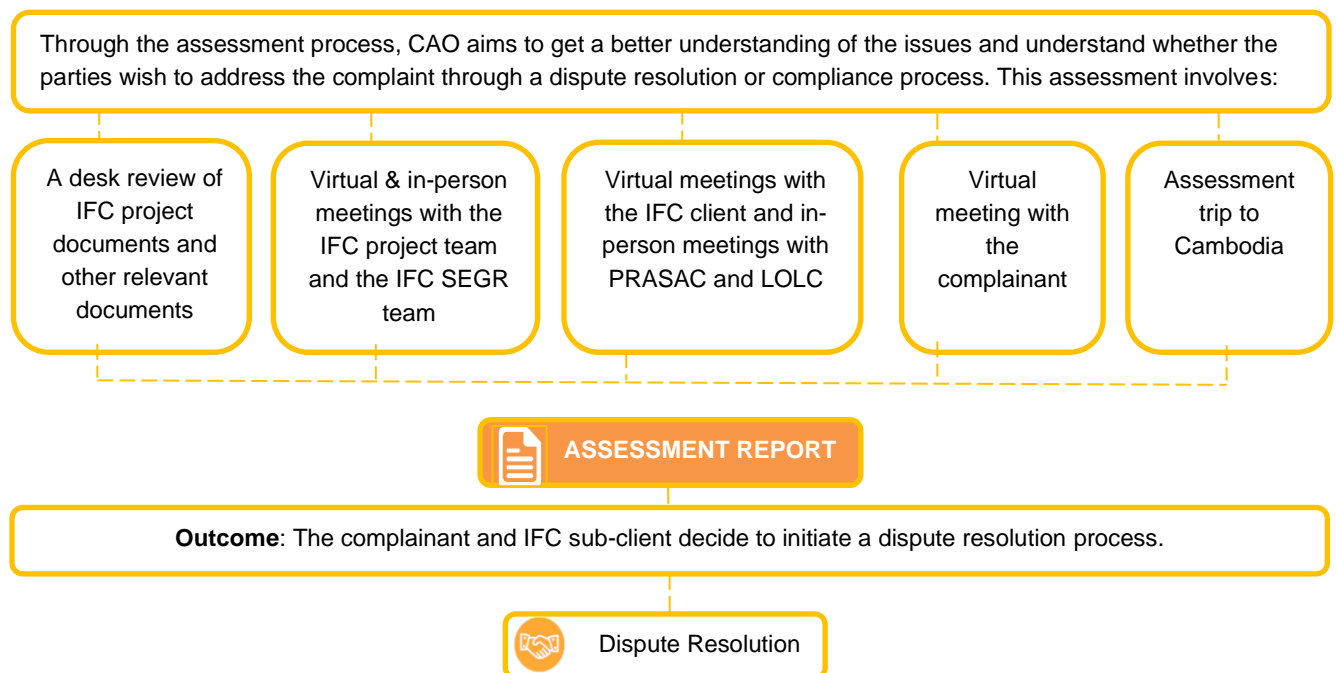
The aim of the CAO assessment process is to develop a thorough understanding of the issues and concerns raised by the complainant(s), gather information on the views of different stakeholders, and determine whether the complainant(s) and the IFC sub-client(s) would like to pursue a dispute resolution process facilitated by CAO, or whether the complaint should be handled by CAO's Compliance function for appraisal of IFC's performance standards (see Appendix A for CAO's complaint-handling process).

CAO's assessment process does not entail a judgment on the merits of the complaint; rather, it seeks to understand the parties' perspectives and empower those involved to make informed decisions on how to address the issues raised.

Assessment Methodology

Figure 3 shows the approach and methodology to be applied in CAO's assessment process.

Figure 3. CAO Assessment Process



The assessment was conducted by the CAO assessment team with the support of a local interpreter based in Cambodia, who assisted with Khmer translation and interpretation as needed. The CAO team and the interpreter communicated with the parties and collected information through in-depth virtual conversations and a December 2024 onsite mission.

4. Complainant's Perspective¹²

The complainant obtained multiple loans from PRASAC between 2012 and 2017 and one loan from LOLC in 2022. He alleges that the loans have caused significant hardship, including loss of livelihood, negative impacts on his children's education, and additional financial burdens. The complainant asserts that he has been harmed by PRASAC's and LOLC's alleged predatory and deceptive lending practices, which include threats and intimidation from PRASAC and LOLC staff because of his inability to repay the loans and an ineffective grievance redress mechanism to address his concerns. The issues raised by the complainant in his complaint and shared in-person with the CAO assessment team are explained below.

Decrease in livelihood

The complainant explained that he took out multiple loans from PRASAC and LOLC to support his agricultural business. However, according to the complainant, he has faced significant financial difficulties as a result of these loans, which were worsened by the impact of the COVID-19 pandemic. He shared that he lost his job at a company, and his wife's grocery business was unable to generate sufficient income due to the lockdown. He further explained that 2023 was the most financially challenging year for his family, as they had no income, making it impossible to repay their loans. Additionally, the drought in 2023 compounded the situation, further impacting his agricultural income. The complainant reported significant hardship for his family, including the stress of being made homeless if he cannot repay the loans. The complainant also noted that his credit history has been severely affected, which makes it even more difficult to secure credit in the future.

Negative impacts on family's education

According to the complainant, the family's financial strains forced his children to abandon their educational activities to help with the family's repayment efforts. Allegedly, the complainant's children dropped out of school and started working to be able to contribute to the household income.

Threats and intimidation

The complainant detailed multiple incidents of threats, intimidation, and defamation by PRASAC and LOLC employees. He claims that MFI credit officers would visit his home in groups to intimidate him and publicly spoke about his financial situation and difficulties, tarnishing his reputation in the community. They also intimidated his loan guarantors and witnesses and reported him to local authorities. Furthermore, the complainant described instances where the credit officers used foul language, acted disrespectfully, and applied undue pressure to force him into making repayments. He shared with CAO that he feels both cheated and defamed by their actions, particularly as PRASAC staff advised him to sell his assets and take on additional loans from informal money lenders to repay his loan to PRASAC as a prerequisite condition for restructuring his loans.

When he submitted the complaint to CAO, the complainant requested that his personal information be kept confidential, due to threats and intimidation. However, he agreed to disclose his information and the details of the complaint to PRASAC and LOLC during the CAO's assessment trip in December 2024.

¹² Complainant did not respond to CAO to provide factual review comments.

Additional financial burdens

The complainant alleges that the threats, intimidation, and pressure to repay his loans led him to feel coerced into taking additional loans from informal money lenders to repay the loans with PRASAC and LOLC, resulting in further indebtedness. He stated that he borrowed money from six informal lenders at high interest rates to make these payments. As collateral, he provided his motorcycle and its identification document. The complainant explained that, as a result of these additional loans, his overall debt has significantly increased and is compounded by the accumulating interest on all his loans. He believes that the MFIs should have offered him better advice and support, rather than resorting to intimidation and pressure tactics.

Unsuccessful efforts to resolve the situation

The complainant explained that he requested loan restructuring due to his financial difficulties. In October 2023, PRASAC agreed to restructure the loan, but the terms were not fully clear to him and were not meaningfully explained. According to the complainant, the restructuring resulted in the accumulation of interest, which was added to the principal. In addition, the interest rate was increased from 0.90% to 0.95%, instead of being decreased as he expected from the restructuring. He said he later discovered that the restructured monthly payment covered only the interest, not the principal, contrary to what he had been initially told. From the complainant's perspective, the restructuring did not align with his expectations, as the interest rate was raised, and the accumulated interest was added to the principal. He had believed that his monthly payments would be reduced, but he was unaware that the new payment was only covering the interest, which he now considers unfavorable.

5. IFC/MIGA Client and/or Sub-client Perspective

During the assessment phase, CAO engaged with representatives from MEF and MIFA and with IFC sub-clients, PRASAC and LOLC. MEF's and MIFA's fund managers expressed their understanding and support for the CAO process and assisted the CAO assessment team in connecting with PRASAC and LOLC.

PRASAC's Perspective

In response to the concerns raised by the complainant related to threats and intimidation, PRASAC stated that it is challenging to respond to this issue without having detailed information on the individual borrower's situation. However, regarding the issues on predatory lending and collection practices, PRASAC provided the following explanation of their policies and procedures.

Loan restructuring policy

PRASAC shared with CAO that their policy allows the restructuring of loans with borrowers; currently, approximately 9.4% of their loan portfolio, equal to about 37,000 loans, has been restructured. PRASAC assured CAO that this restructuring process follows the regulations set by the National Bank of Cambodia (NBC) and explained that key aspects of the restructuring include loan extensions, where loans are extended by two years, during which borrowers pay only interest and all penalty fees are waived. Furthermore, PRASAC stated that in the post-extension period, borrowers resume paying both principal and interest, under the expectation of improved economic conditions. PRASAC also emphasized that requests for loan restructuring are generally accepted, although loans that are classified as non-performing loans (NPLs) are not targeted for

restructuring. According to PRASAC, in some cases, borrowers may refuse to repay their loans, which is distinct from the restructuring process.

PRASAC stated that in times of economic hardship, borrowers have the option to negotiate repayment terms with their respective credit officers, tailored to their repayment capacity. If a borrower has been unable to make payments for over 179 days, their financial situation is discussed on a case-by-case basis with PRASAC staff to explore further options. PRASAC's loan recovery process involves direct visits to borrowers to understand their difficulties and to offer restructuring options or other negotiation solutions.

Loan assessment and collateral

PRASAC explained that their loan assessment process involves evaluating both the borrower's repayment capacity and the collateral provided. While Cambodia operates as a "collateral market," where microfinance institutions commonly use collateral-based systems for loan approval, PRASAC prioritizes the borrower's ability to repay when approving loans. PRASAC indicated that they accept both types of land collateral, "soft" and "hard" titles. Soft titles are valued at 35% of the land's value and hard titles are valued at up to 50% of the land's value. The valuation of the collateral is generally assessed by PRASAC's credit officers, though in certain areas third-party entities may perform this assessment. PRASAC explained that it does not confiscate collateral, as only the court has the authority to seize property used as collateral. Collateral is used primarily as a disciplinary tool to ensure repayment.

Borrower complaints and grievance redress

PRASAC shared with the CAO assessment team that it provides several channels for borrowers to voice complaints, including a telephone hotline and a Facebook account. When a complaint is received, it is forwarded to the call center and then to the bank manager. Thereafter, the bank manager informs the credit officer, who visits the borrower to assess the situation.

Educational efforts

PRASAC stated that in addition to loan restructuring and recovery efforts, it is involved in educational and capacity-building initiatives. According to PRASAC, it has joined with the association of bank and microfinances to conduct training and workshops with local and national entities, to help borrowers improve their financial management skills, particularly related to how to use a loan from a formal bank or financial institution.

LOLC's Perspective

LOLC outlined their Practical Business Process, which consists of the following key components: i) engagement with lenders (MEF's and MIFA's investments and due diligence), ii) monitoring the use of loan proceeds, iii) ensuring best practice, and iv) loan restructuring. They emphasized that their mission is both commercial and social, aiming to support low-income individuals while creating a positive impact to enhance borrowers' standards of living. In response to concerns raised by the complainant regarding LOLC's lending and collection practices, LOLC expressed its willingness to work collaboratively with the complainant to address those issues. They also provided a detailed explanation of their policies and procedures, which is elaborated below.

Loan assessment and collateral

As part of their commitment to ensuring best practices, LOLC highlighted their client-focused lending approach. Loan assessments are based on the borrower's capacity, character, conditions, capital, and collateral. They also noted that, since 2012, the quality of credit bureau data has significantly improved, providing banks with easier access to borrowers' financial profiles and

lending history. However, LOLC acknowledged that borrowers may still engage with informal lenders outside the credit bureau system, which complicates the process of fully assessing a borrower's financial capacity and obligations. To address this, LOLC said, they may consult village leaders to identify any informal loans the borrower might have, as part of their loan assessment process. LOLC further explained that while there is no limit on the total amount a borrower can borrow from microfinance institutions, borrowers are restricted to a maximum of three active loans across all MFIs, in order to prevent excessive borrowing.

LOLC also noted an increase in non-performing loans (NPLs) in Cambodia, largely driven by the economic effects of the COVID-19 pandemic. In cases where a borrower's business struggles, LOLC said they offer multiple channels for borrowers to approach them and discuss potential solutions for loan repayment. LOLC emphasized their flexible approach in their loan recovery efforts with borrowers. For example, if a borrower faces financial difficulties but is still able to repay a smaller amount, LOLC will accept partial payments without resorting to legal action. However, LOLC considers it problematic when borrowers have the means to make higher repayments but refuse to do so.

Regarding collateral, LOLC clarified that no collateral is required for loans under USD 3,000. According to LOLC, collateral valuation on land is conducted by LOLC staff. They explained that the process of repossessing collateralized land can only be initiated through the courts, with the final decision regarding repossession resting with the judicial system, not LOLC.

Borrower complaints and grievance redress

LOLC also outlined the various mechanisms through which borrowers can file complaints, including through LOLC branch staff, a hotline, or the Cambodia Microfinance Association (CMA)'s hotline or the central bank's hotline. According to LOLC, it follows a structured complaints-handling process, aiming to resolve verbal complaints within two days. Written complaints are escalated to the relationships officer and may be referred to the head office or board to resolve within 30 days. LOLC submits monthly reports on all complaints to the Central Bank of Cambodia.

Educational efforts

Although LOLC does not offer specific courses on how to start or run a business, they provide training on cash management, debt management, and savings. LOLC noted that it has a dedicated team that travels nationwide to deliver these courses, particularly in villages with low literacy rates. LOLC believes that their strategy focuses on training entire communities, not just individual borrowers, believing that educating clients about debt management will help prevent over-indebtedness. LOLC further shared that in 2024, they conducted over 500 village trainings, offered financial literacy programs in high schools and universities, and produced videos and other media to raise awareness about financial literacy in communities.

6. Partial Agreement during the Assessment Phase

During the assessment mission in December 2024, both LOLC and the complainant agreed to engage in a CAO-facilitated dispute resolution process and demonstrated urgency in resolving the complaint, as this was the only complaint related to LOLC. Therefore, the CAO team decided to conduct mediation during the field trip. As such, following bilateral meetings with the parties, CAO convened the first joint meeting between the parties on 4 December 2024. The objective of the joint meeting was to initiate the dispute resolution process for the part of the complaint

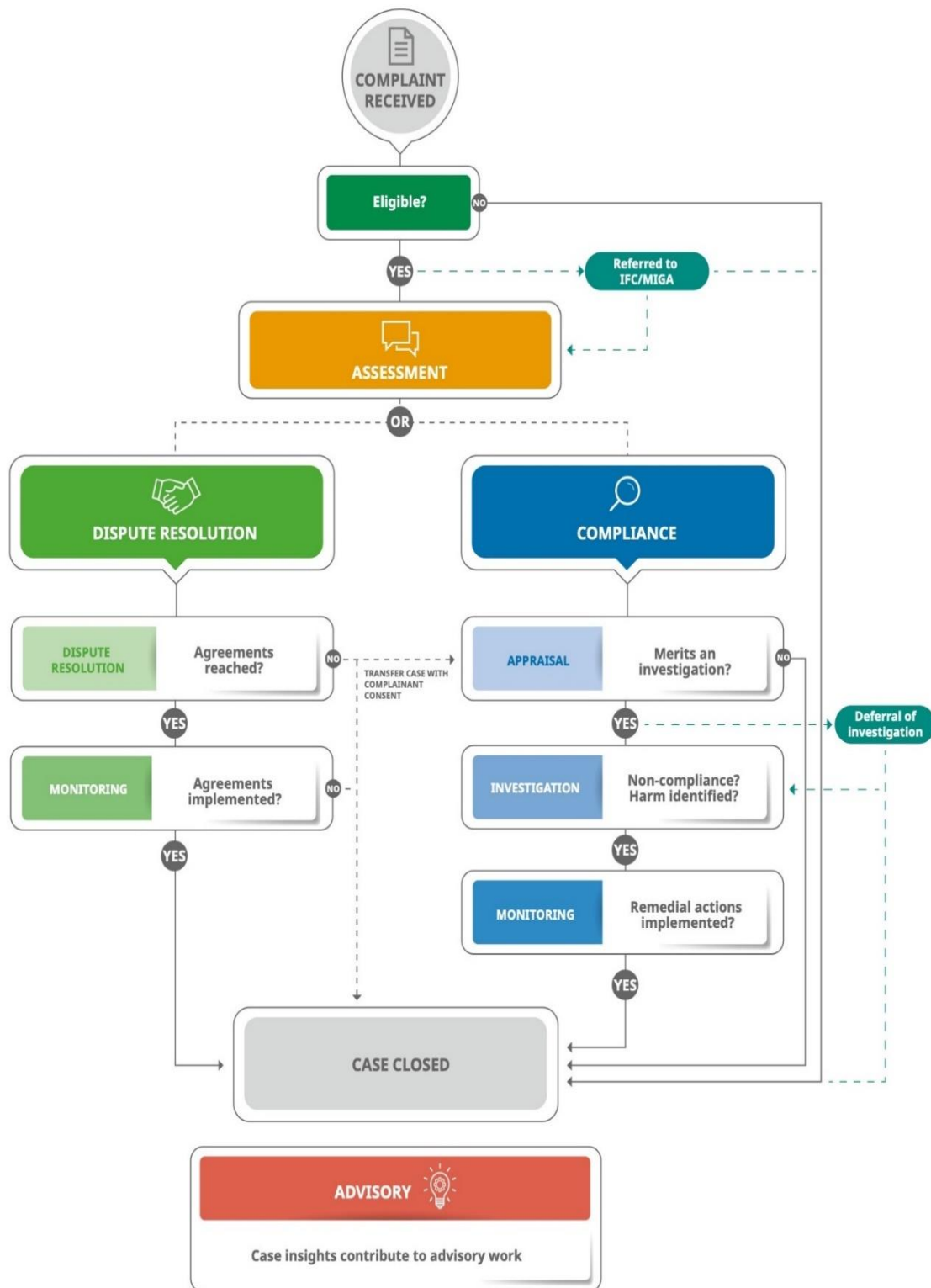
concerning LOLC, establish the ground rules to govern the meeting, and generate mutually beneficial solutions acceptable by each party. As a result of the voluntary dispute resolution engagement during the CAO assessment phase, the parties reached and signed an agreement on 4 December 2024 and agreed that CAO would monitor the implementation of the agreement until 3 June 2025, with the possibility of extending the monitoring period for an additional six (6) months. The parties agreed that the content of the agreement would be kept confidential, and they would issue a joint public statement on their engagement. The remaining issues in this case related to IFC's sub-client, PRASAC, will be addressed separately in the dispute resolution phase.

7. Conclusion & Next Steps

Both the complainant and PRASAC have agreed to participate in a dispute resolution process. CAO will therefore transfer the complaint to CAO's Dispute Resolution function, as per CAO's Policy. CAO will facilitate the dialogue process, including assisting the parties in preparing for dialogue, agreeing on ground rules and the scope of the dialogue, and working together in a collaborative way to try to reach a resolution of the issues raised in the complaint and summarized in this Assessment Report.

Given that the complainant and LOLC reached an agreement during the CAO-facilitated joint meeting in December 2024, CAO will continue to monitor the implementation of the agreement until 3 June 2025, with the possibility of extending the monitoring period for an additional six (6) months.

Appendix A: CAO Complaint-Handling Process



As per the IFC/MIGA Independent Accountability Mechanism (CAO) Policy, the following steps are typically followed in response to a complaint that is received:

- Step 1: **Acknowledgment** of receipt of the complaint.
- Step 2: **Eligibility:** A determination of the complaint's eligibility for assessment under the mandate of CAO (no more than 15 business days).
- Step 3: **Assessment:** Assessing the issues and providing support to stakeholders in understanding and determining whether they would like to pursue a consensual solution through a collaborative process convened by CAO's Dispute Resolution function or whether the case should be handled by CAO's Compliance function to review IFC's/MIGA's environmental and social due diligence. The assessment time can take up to a maximum of 90 business days, with the possibility of extension for a maximum of 30 additional business days if after the 90-business day period (1) the parties confirm that resolution of the complaint is likely or (2) either Party expresses interest in dispute resolution, and there is potential that the other Party will agree.
- Step 4: **Facilitating settlement:** If the parties choose to pursue a collaborative process, CAO's Dispute Resolution function is initiated. The dispute resolution process is typically based on or initiated by a Memorandum of Understanding and/or mutually agreed-upon ground rules between the parties. It may involve facilitation/mediation, joint fact finding, or other agreed resolution approaches leading to a settlement agreement or other mutually agreed and appropriate goals. The major objective of these types of problem-solving approaches will be to address the issues raised in the complaint, and any other significant issues relevant to the complaint that were identified during the assessment or the dispute resolution process, in a way that is acceptable to the parties affected.

OR

Compliance Appraisal/Investigation: If the parties opt for an investigative process, the complaint is transferred to CAO's Compliance function. The complaint is also transferred to the Compliance function when a dispute resolution process results in partial or no agreement. At least one Affected Community Member must provide explicit consent for the transfer, unless CAO is aware of concerns about threats and reprisals. CAO's Compliance function reviews IFC/MIGA's compliance with environmental and social policies, assesses related harm, and recommends remedial actions where appropriate following a three-step process. First, a compliance appraisal determines whether further investigation is warranted. The appraisal can take up to 45 business days, with the possibility of extending by 20 business days in exceptional circumstances. Second, if an investigation is warranted, the appraisal is followed by an in-depth compliance investigation of IFC/MIGA's performance. An investigation report will be made public, along with IFC/MIGA's response and an action plan to remediate findings of noncompliance and related harm. Third, in cases where noncompliance and related harm are found, CAO will monitor the effective implementation of the action plan.

Step 5: **Monitoring and Follow-up**

Step 6: **Conclusion/Case Closure**