



THE EMPLOYMENT TRIBUNALS

Claimant
Ms Angela Bunting and 6 others

Respondent
Parker & Denwood Ltd
(in creditors voluntary liquidation)
ON 28 January 2019

AT NORTH SHIELDS
EMPLOYMENT JUDGE GARNON

JUDGMENT (Liability Only) **Employment Tribunals Rules of Procedure 2013 –Rule 21**

The claims of unlawful deduction of wages , failure to pay compensation for untaken annual leave and wrongful dismissal are well founded. Remedy will be decided at the hearing already listed for 22 February 2019.

REASONS

1. The claim was presented on 16 November 2018 and served on 27 December . On 31 October the respondent had entered creditors voluntary liquidation and its address for service has now been changed to that of its liquidators. The response was due by 24 January 2019 but none was received. I am required by Rule 21 of the Employment Tribunals Rules of Procedure 2013 to decide on the available material whether a determination can be made and, if so, obliged to issue a judgment which may determine liability and remedy. I have in the claim form sufficient to enable me to find the claims proved on balance of probability but not to determine sums to be awarded.

2. The law relating to unlawful deduction of wages is in Part 2 of the Employment Rights Act 1996 (the Act) and that relating to compensation for untaken annual leave in The Working Time Regulations 1998. These two elements are awarded gross of tax and NI. At the remedy hearing, the exact sum of wages owed to each claimant must be available. The compensation for untaken annual leave is based on accrued but untaken entitlement in the leave year in which employment ended so we need details of how much paid holiday each claimant took.

3. A contract of employment may be brought to an end only by reasonable notice. Unless gross misconduct has occurred, dismissal without notice is wrongful and damages are the net pay for the notice period less sums earned or benefits received from other sources . Statutory minimum periods of notice are set out in Section 86 of the Act, but a claimant may entitled to the benefit of a longer contractual notice period. At

**Case Numbers 2503420- 2503426/18
(see attached schedule)**

the remedy hearing we need details of how much net pay each claimant would have received in the notice period and how much other income each secured.

**TM Garnon Employment Judge
Date signed 28 January 2019**

**SENT TO THE PARTIES ON
31 January 2019**

Multiple Schedule

Case Number	Case Name
2503420/2018	Mrs Angela Bunting -v- Parkin & Denwood Limited (in creditors voluntary liquidation)
2503421/2018	Mr Mark Winstanley -v- Parkin & Denwood Limited (in creditors voluntary liquidation)
2503422/2018	Mr Stephen Thompson -v- Parkin & Denwood Limited (in creditors voluntary liquidation)
2503423/2018	Mr Stuart Neill -v- Parkin & Denwood Limited (in creditors voluntary liquidation)
2503424/2018	Mr Paul Lyoneete -v- Parkin & Denwood Limited (in creditors voluntary liquidation)
2503425/2018	Mr Stuart Dixon -v- Parkin & Denwood Limited (in creditors voluntary liquidation)
2503426/2018	Miss Suzanne Henry -v- Parkin & Denwood Limited (in creditors voluntary liquidation)