



EMPLOYMENT TRIBUNALS

BETWEEN

Claimant

Miss A

and

Respondent

Targus Europe Limited

Heard at Reading on: 2, 3, 4, 5, 6 March 2020 (hearing)
27 April 2020 (in chambers)

Appearances:

For the Claimant In person
For the Respondent Ms S Berry, counsel

Employment Judge Vowles
Members Ms B Osborne
Mr A Kapur

RESERVED UNANIMOUS JUDGMENT

Evidence

1. The Tribunal heard evidence on oath and read documents provided by the parties and determined as follows.

Direct Race Discrimination – section 13 Equality Act 2010

2. The Claimant was not subjected to race discrimination. This complaint fails and is dismissed.

Direct Age Discrimination – section 13 Equality Act 2010

3. The Claimant was not subjected to age discrimination. This complaint fails and is dismissed.

Direct Sex Discrimination – section 13 Equality Act 2010

4. The Claimant was not subjected to sex discrimination. This complaint fails and is dismissed.

Race Related Harassment – section 26 Equality Act 2010

5. The Claimant was not subjected to race related harassment. This complaint fails and is dismissed.

Age Related Harassment – section 26 Equality Act 2010

6. The Claimant was not subjected to age related harassment. This complaint fails and is dismissed.

Sex Related Harassment – section 26 Equality Act 2010

7. The Claimant was not subjected to sex related harassment. This complaint fails and is dismissed.

Victimisation – section 27 Equality Act 2010

8. The Claimant was not subjected to victimisation. This complaint fails and is dismissed.

Reasons

9. This judgment was reserved and written reasons are attached.

Public Access to Employment Tribunal Judgments

10. The parties are informed that all judgments and reasons for judgments are published, in full, online at www.gov.uk/employment-Tribunal-decisions shortly after a copy has been sent to the Claimant and Respondent.

REASONS

SUBMISSIONS

1. On 22 January 2018 the Claimant presented a claim to the Tribunal with complaints of race discrimination, age discrimination, sex discrimination, harassment and victimisation.
2. On 27 April 2018 the Respondent presented a response and denied all the claims.
3. A preliminary hearing (case management) on 3 September 2018 was postponed due to lack of judicial resources. The Claimant did not attend further preliminary hearings on 5 December 2018 and 5 March 2019. Although a Scott Schedule was produced at the start of this full merits hearing, the claims had not been clarified and there was no list of issues. Accordingly, the first day was taken up with clarifying the claims and issues to be determined by the Tribunal. A copy of the clarified Scott Schedule is attached to this judgment.
4. During the course of the hearing a rule 50 Anonymity / Restricted Reporting Order was made, a copy of which is attached to this judgment.

EVIDENCE

5. The Tribunal heard evidence on oath from the Claimant Miss A (Internal

Sales Support Representative).

6. The Tribunal also heard evidence on oath on behalf of the Respondent from:
 - Mrs Kerry Pringle (HR Manager),
 - Mr Dean Simpson (Corporate Sales Manager),
 - Mr Daniele Milo (SMB Sales),
 - Mr HB (Product Manager), and
 - Mr Marcus Harvey (Regional Director Commercial Sales TEMEA).

FINDINGS OF FACT

Background

7. The Respondent is a global supplier of carrying cases and accessories for mobile technology.
8. The Claimant was employed as the Inside Sales Support Representative from 13 November 2017 to 20 December 2017 a period of 5½ weeks. Her Line Manager was Mr Simpson. Also in the UK Sales Team was Mr Milo, Mr Steve Heath and Ms Laura Pettit. The Sales Team was headed by Mr Harvey.
9. The Sales Team operated a Sales Channel comprising of three levels – distribution – resellers – end users. The Respondent said that the Sales Team dealt with all three levels although some members of the Sales Team were more focussed on one level than another.
10. The Claimant was recruited to fill a newly created role of Inside Sales Support Representative, supporting the entire Sales Team.
11. Mrs Pringle said that the Inside Sales Representative role was created because the Sales Team felt that it needed a central sales support function based in the office. While the focus of the role was intended to support the sales team, there was also an expectation that the role would over time look after new smaller accounts and build relationships with customers.
12. The Claimant's job description included the following:

“UK Inside Sales Support representative

Role Summary

The inside Sales Support Representative (ISSR) is a wide reaching and exciting role that is designed to support the UK B2B Sales Team across a number of accountabilities. This is an office-based role with extensive customer and reseller interaction.

Key Responsibilities

- *Warm lead management*
- *Sampling and client testing management/feedback loops*
- *Detailed Salesforce.com updates*
- *Bids and pricing management*
- *Event follow up for sales*

Key to the role is the ability to develop/progress “warm leads” generated by the outbound marketing agency, ensure they are fully qualified and work to move the client into a testing phase, saving time for the UK Enterprise Sales Manager and shortening the sales cycle. In addition, the role will require the successful applicant to support the UK B2B Sales Team in managing bid pricing for a specific set of resellers, ensuring that all bids are up to date and accurate.”

13. There was a dispute between the parties as to the Claimant’s duties, especially as set out in the job description.
14. Mr Simpson said that the Claimant was to provide support at all three levels of the Sales Channel whereas the Claimant said that her focus was solely upon resellers.
15. The Claimant’s first day of employment, 13 November 2017, included an HR induction by Mrs Pringle covering company values, culture, history, products, how the company operates, benefits, ways of working, hours of work, sickness policy, dress code, health and safety and organisational structure. This took about an hour and a half. Following the HR induction, the Claimant was provided with an IT induction and she was provided with all standard policy documents and links to copies of the Employee Handbook and the Code of Ethics Training Presentation. The Claimant was required to sign acknowledgements confirming she had received and read and understood these policies.
16. Mrs Pringle also informed the Claimant that there was to be an office Christmas party on 8 December 2017 although it was fully booked, but she would inform the Claimant if there were any cancellations.

Claimant’s training

17. Mrs Pringle explained that the Respondent usually ran a two-day induction training programme in the UK office on a quarterly basis, where new staff members spent time with each department to learn about them and what they do. Before the Claimant joined, the last induction training programme took place in September 2017 and the next one was not due to take place until February 2018. Accordingly, there wasn’t one planned in the near future for the Claimant and that meant the Claimant’s training was done on a one-to-one basis although it was planned that she would attend the February 2018 induction programme.
18. In an e-mail dated 14 November 2017, Mrs Pringle set out the induction training for the Claimant’s first week as follows:

“Monday – HR and IT Inductions. Marcus Harvey in Feltham (rearranged). Meet and greet the EMEA team and shadow Marcus based on the meetings / calls that are scheduled as part of our ROB.

Tuesday – David Brown in Feltham. Alignment based on the Police opportunities and realignment based on ‘warming’ astute leads / call guide.

Wednesday – With Dan’s change of plans, Dean will be in Feltham during afternoon. I will try and organise some 1-1s with department heads to fill this time.

Thursday – with Dean at Inside Uxbridge for Symposium event with their sales team.

Friday – Dean in Feltham.

Marcus has sent a calendar invite for 20 November to have time with you so trust you will accept via your calendar. You can grab a meeting space or open area on the day.

I will let you know about the 1-1s via calendar invites.”

Christmas Party 8 December 2017

19. On the afternoon of 8 December 2017 Mr Milo cancelled his attendance at the Christmas party as he was unwell. His ticket was therefore given to the Claimant who was the last person on the waiting list because she had only recently started her employment.
20. On Sunday 10 December 2017 the Claimant sent an e-mail to Mrs Pringle stating, *“During the Christmas party, I was sexually assaulted by one of our male colleagues.”*
21. Accordingly, Mrs Pringle met with the Claimant on Monday 11 December 2017 and made a record of that meeting as follows:

“[Miss A] Sexual Assault Claim

Kerry Pringle Statement

Monday 11 December 2017

[Miss A] e-mailed me during the weekend to advise she would like to talk regarding an alleged sexual assault during the Christmas party on Friday 8 December 2017.

[Miss A] claimed that [Mr B] touched her bottom whilst they were outside of the party venue during the evening. She said they were talking and it “just happened”. She said she was shocked and moved away. She didn’t say anything to [Mr B] as they had both been drinking and it would make the situation worse. She said she should have punched him in the face and if he’d done it twice she would have. [Miss A] said there were other people around but no one would have seen. She did not let anyone know during the evening. She said she

came to see me during the night, which she did and she said to me that she's not leaving early now as feels bad leaving everyone as it's a good team bonding event. I told her that it was fine and she should go if she has plans – it was her birthday weekend and was meeting with friends, she said nothing about this to me. This time was probably around 11pm. I did not see the time [Miss A] actually left the event.

I met with [Miss A] in Wellington Room and she explained the above to me, I said this was unacceptable to happen to her and would support her in how she wants to proceed. I asked her she wanted me to take action. She said she wanted to speak to [Mr B] herself and to see his reaction. I asked if she wanted me there with her and she said no, I suggested we could meet off-site and she said no, she just wanted to speak to me about it. I asked her to come and see me straight after. She did and looked more relieved and calm. She said she told he'd touched her inappropriately and he apologised over and over again saying he doesn't remember but he's sorry if he did. She said to me she believes his apology and it's a mistake and wants to give him a second chance. She asked me to not do anything, not talk to him or take forward, that they both been drinking and she thinks she overreacted and is pre-menstrual. I offered again to take this forward and she said no.

The next 2 days I checked in with her to see how she was feeling.

I have not investigated this allegation with [Mr B]. I am not aware of anything like this happening previously. I will keep this in mind moving forward.”

22. Mrs Pringle said she offered to take the Claimant's complaint of assault forward but the Claimant was adamant that she did not want her to do so. In those circumstances Mrs Pringle felt that she could not do anything further and took no further action. She did not speak to Mr B or tell anyone else about the allegations the Claimant had made. Her only action was to make the file note referred to above.

Grievances

23. On 15 December 2017 the Claimant sent an e-mail entitled “Grievance” to Mr Simpson and Mrs Pringle as follows:

“Dean/Kerry

I feel really stressed when I was looking to you both for help – Dean, blocked my number and diverted his e-mails so customers come to me for queries which I am not yet ready to answer as I have had little to no training. Which I had to source myself.

I'm being treated inhumanely and not feeling respected at all. I have come to you both for help on many situations and I've been fobbed off on numerous occasions.

I don't feel like I'm getting the support I need and all I want is for us to work together as a team to help targus.

I feel like I have no other place to turn. Please let me know what we will do as a team to ensure we help and support each to reach our goal as a company.

Furthermore, I have no option other than to escalate the matter.

It's embarrassing to say the least that it's got to this.

Only today Dean you came to the office to support me.

*Yours sincerely
[Miss A]"*

24. On 17 December 2017 the Claimant sent a further e-mail, also entitled "grievance" to Mr Simpson and Mrs Pringle as follows:

"Dean/Kerry

I need the following to be able to my role effectively:

- 1. Role clarity, I understand everyone within the company has one. There is a targus template. I need to be provided with this.*
- 2. I need proper training on salesforce, products and targus. I believe there's a two day induction. In which Kerry has been saying she will put me on, but I've not heard anything. Dean, training does not consist of me doing your work for you.*
- 3. My basic human rights need to be taken care of. On many occasions they have not been adhered to by targus, which you are both aware of.*
- 4. I terminate my agreement to the provision of the 4(1) working time regulations 1998 and I choose to work overtime as I see reasonably fit (until such time (3 months) I require full training and full support especially when overtime permits.*
- 5. I will no longer accept any form of bullying, sexual harassment or victimisation of any sort whilst I'm with targus. I will carry out my duties to the best of my ability and if for some reason you feel there can be improvement. Please notify me in writing along with reasonable steps in which we will carry this out to ensure I am doing my duties effectively.*

6. *If you need to rebuttal any of the above please do so*
 7. *Please note: I record all communication not limited to e-mail, phone, text..*
 8. *As this is a new role, I need set objectives as to what I need to do to pass probation and make my working life at targus to be efficient and not stressful.*
 9. *Kerry ensured me that I will have my commission structure by Friday 15 December 2017. I still have not received this.*
 10. *This is the second weekend where I have gone home feeling stressed, harassed and bullied, by my fellow colleagues. I wish for this not happen again.*
- I am completely run down and extremely stressed.”*

Dismissal

25. On Sunday 18 December 2017 the Claimant was absent from work in order to see her GP. In the meantime, Mrs Pringle had discussed the Claimant's e-mails of 15 December and 17 December 2017 with her superior, Lea (based in California) and also with Mr Simpson. She was concerned about the matters the Claimant had raised, and in particular, in the 17 December 2017 e-mail at point 7 she had stated that she had been recording communications. Having discussed the matter, Mrs Pringle, Mr Harvey and Mr Dave Crew (Special Director) agreed that the Claimant should be dismissed on the grounds of gross misconduct because she had admitted that she had been covertly recording conversations with her colleagues.
26. The Claimant returned to work on Tuesday 19 December 2017 and Mrs Pringle told her that she wanted to have a formal meeting with her on Wednesday 20 December 2017 to discuss the content of her e-mails. The Claimant wanted to discuss matters there and then but Mrs Pringle insisted that there should be a formal meeting at 9.30am on 20 December 2017 and that meeting took place as planned.
27. The meeting was attended by the Claimant, Mrs Pringle and Ms Anna Murphy (Finance Director) to make notes. The notes of the meeting were included in the bundle before the Tribunal. Mrs Pringle told the Claimant that she wanted to discuss all of the points raised by the Claimant in her e-mails and in particular wanted to focus on point 7, where she had stated that she had been recording communications. She explained to the Claimant that this was against company policy and that for this reason a decision had been made to terminate her employment immediately.
28. The Tribunal found, from Mrs Pringle's evidence and from the notes of the meeting, that the Claimant was disruptive and at times was shouting, and eventually left the meeting.

29. The dismissal letter dated 20 December 2017, which was handed to the Claimant during the course of the meeting, included the following:

"Dear [Miss A]

I am writing further to our discussions, which follow from your e-mail of 17 December 2017.

I have considered carefully the circumstances and I wanted to set out a summary of my response, recognising that I will also have discussed this with you.

We have had a high number of points of contact over your work and acclimatisation since joining. You and I have also specifically had a number of conversations around an incident which you reported occurring at the Christmas party.

I will come back to that but I want to emphasise that nothing in my determination about where we will from here is influenced by your having discussed that conduct with me, or any other allegations you may have.

While there are a number of points I need to come back to you on, and I do so below, a central point of concern is your statement that you have been secretly recording your dealings with colleagues without their agreement. That is conduct which we do not allow and conduct which is in my view inconsistent with maintaining an appropriate workplace with the necessary trust and confidence between colleagues.

While it may be that this could justify termination of your employment without any notice or payment in lieu, at this time of year, and in the circumstances, I think it is appropriate to terminate your employment in accordance with clause 12.3 of your Service Agreement. We will be making arrangements to pay you in lieu of your one month's notice period as applicable in the probationary period, together with a payment in lieu of 2.5 days accrued but untaken holiday. These payments will be made subject to such deduction as are required by law."

30. The letter also dealt with other matters which had been raised by the Claimant in her e-mail of 17 December 2017 but which Mrs Pringle was unable to discuss with her at the meeting because of the disruption during the meeting. These matters included the clarity of the Claimant's role, her complaints in relation to training, the withdrawal of her agreement in relation to the Working Time Regulations, complaints of bullying, harassment or victimisation and the complaint regarding being assaulted at the Christmas party. The letter made it clear that the decision to terminate the Claimant's employment had nothing to do with the complaint she had made about conduct at the Christmas party.

31. Although the Claimant was dismissed summarily for gross misconduct she was paid one month's pay in lieu of notice.

Appeal

32. The Claimant lodged an appeal on 20 December 2017 which was followed by a more detailed appeal on 28 December 2017. In the detailed appeal she said she felt it was best that the appeal hearing was conducted via e-mail/post and she was more than happy to answer any questions that may arise through such mediums. She said that if there was no satisfactory decision made by 6 January 2018, she would be commencing court proceedings.
33. There was then further correspondence between the Claimant and Mr Harvey who was to conduct the appeal. In an e-mail dated 7 January 2018 the Claimant told Mr Harvey that she wished to be paid compensation of £1 million.
34. Mr Harvey produced a detailed outcome on 12 January 2018 in which the Claimant's appeal was rejected. Her claim for a payment of £1 million was refused.
35. The Claimant then presented her claim to the Employment Tribunal on 22 January 2018.

PROTECTED CHARACTERISTICS

36. During the course of the hearing the Tribunal asked the Claimant to set out the basis for saying that the treatment described in the Scott Schedule was because of one or more of the protected characteristics stated, that is race, age and sex. In other words, what was the causal link between the treatment and the protected characteristics.
37. The Claimant said that so far as race was concerned, she was the only black person in the Sales Team.
38. So far as age was concerned, she said that she was the youngest person (aged 31 years) in the Sales Team and relied upon less favourable treatment compared to other members of the Team who were older than 31 years.
39. So far as sex was concerned, she said that she was one of only two female members in the Sales Team.
40. Additionally, she said that she had observed throughout the Respondent's organisation that there were black, young, female employees who, in her view, were treated less favourably than others by being employed in junior roles. She did not provide any further details regarding these employees.
41. Mrs Pringle said that the Respondent had approximately 50 employees in the UK of whom there were six black female employees, other than the Claimant. She said that there were very few administrative staff. She referred to the following female employees:

- 41.1. Office Manager – Junior level
 - 41.2. Executive Assistant – Middle level
 - 41.3. Logistics Planner – Junior level
 - 41.4. Accounts Assistant – Junior level
 - 41.5. Credit Control Supervisor – Middle level
 - 41.6. Tax Accountant – Senior level
42. Accordingly, the Claimant was relying upon being a black, young, female employee as being the reason for the treatment set out in the Scott Schedule which she said was less favourable treatment than others who did not fall into those categories of protected characteristics.

RELEVANT LAW

Direct Discrimination - section 13 Equality Act 2010

43. Section 13 – Direct Discrimination

(1) A person (A) discriminates against another (B) if, because of a protected characteristic, A treats B less favourably than A treats or would treat others.

Section 136 – Burden of Proof

(1) This section applies to any proceedings relating to a contravention of this Act.

(2) If there are facts from which the court could decide, in the absence of any other explanation, that a person (A) contravened the provision concerned, the court must hold that the contravention occurred.

(3) But subsection (2) does not apply if A shows that A did not contravene the provision.

44. There is guidance from the Court of Appeal in Madarassy v Nomura International plc [2007] IRLR 246. The burden of proof does not shift to the employer simply on the Claimant establishing a difference in status and a difference in treatment. Those bare facts only indicate a possibility of discrimination, they are not without more sufficient material from which a Tribunal could conclude that on the balance of probabilities the Respondent had committed an unlawful act of discrimination. The Claimant must show in support of the allegations of discrimination a difference in status, a difference in treatment and the reason for the differential treatment.
45. If the burden of proof does shift to the Respondent, in Igen v Wong [2005] IRLR 258 the Court of Appeal said that it is then for the Respondent to prove that he did not commit or is not to be treated as having committed the act of discrimination. Since the facts necessary to prove an explanation would normally be in the possession of the Respondent, a Tribunal would normally expect cogent evidence to discharge that burden of proof and to

prove that the treatment was in no sense whatsoever on the prohibited ground.

46. In Ayodele v Citylink Ltd [2017] the Court of Appeal held that the burden of showing a prima facie case of discrimination under section 136 remains on the Claimant. There is no reason why a Respondent should have to discharge the burden of proof unless and until the Claimant has shown a prima facie case of discrimination that needs to be answered. Accordingly, there is nothing unfair about requiring a Claimant to bear the burden of proof at the first stage.
47. Section 23 Equality Act 2010 - Comparison by reference to circumstances
- (1) *On a comparison of cases for the purposes of section 13, 14 or 19, there must be no material difference between the circumstances relating to each case.*
48. In Law Society and others v Bahl [2003] IRLR 640 EAT it was said that:
- “Tribunals may find it helpful to consider whether they should postpone the question of less favourable treatment until after they have decided why the particular treatment was afforded to the Claimant. Once it is shown that the protected characteristic had a causative effect on the way the complainant was treated, it is almost inevitable that the effect will have been adverse and therefore the treatment will have been less favourable than that which an appropriate comparator would have received. Similarly, if it is shown that the protected characteristic played no part in the decision-making, then the complainant cannot succeed and there is no need to construct a comparator.

Sex-related Harassment – section 26(1) Equality Act 2010

49. *Section 26 – Harassment*

- (1) *A person (A) harasses another (B) if –*
- (a) *A engages in unwanted conduct related to a relevant protected characteristic, and*
- (b) *the conduct has the purpose or effect of –*
- (i) *violating B’s dignity, or*
- (ii) *creating an intimidating, hostile, degrading, humiliating or offensive environment for B. ...*
- (4) *In deciding whether conduct has the effect referred to in subsection (1)(b), each of the following must be taken into account –*
- a. *the perception of B;*
- b. *the other circumstances of the case;*
- c. *whether it is reasonable for the conduct to have that effect.*

Section 40 - Employees and applicants: harassment

(1) *An employer (A) must not, in relation to employment by A, harass a person (B) –*

(a) who is an employee of A's;

50. In Grant v HM Land Registry [2011] EWCA Civ 769 the Court of Appeal said that in that case even if the conduct was unwanted, and the Claimant was upset by it, the effect could not amount to a violation of dignity, nor could it properly be described as creating an intimidating, hostile degrading, humiliating or offensive environment. It said that Tribunals must not cheapen the significance of these words. They are an important control to prevent trivial acts causing minor upsets being caught by the concept of harassment.
51. In Richmond Pharmacology v Dhaliwal [2009] ICR 724 it was said that dignity is not necessarily violated by things said or done which are trivial and transitory, particularly if it should have been clear that any offence was unintended. ... It is also important not to encourage a culture of hypersensitivity or the imposition of legal liability in respect of every unfortunate phrase.

Victimisation – section 27 Equality Act 2010

52. *Section 27 – Victimisation*

(1) *A person (A) victimises another person (B) if A subjects B to a detriment because –*

(a) B does a protected act, or

(b) A believes that B has done, or may do, a protected act.

(2) Each of the following is a protected act –

- a. bringing proceedings under this Act;*
- b. giving evidence or information about proceedings under this Act;*
- c. doing any other thing for the purposes of or in connection with this Act;*
- d. making an allegation (whether or not express) that A or another person has contravened this Act.*

SPECIFIC CLAIMS

53. The claims set out in the Scott Schedule, a copy of which is attached to this judgment, were considered by the Tribunal in the following groupings, **A to O** (in bold below) each of which appeared to have a common background and theme.

A - Terms and Conditions of Service

54. Scott Schedule- paragraphs 1.2, 1.4, 1.5, 1.7 and 1.34.
55. Each one of these allegations of discriminatory treatment was based upon race, age and sex.
56. The claims were direct discrimination and harassment related to race, age and sex.
57. These allegations included that the Claimant was not provided with a mobile phone, was not allowed to work from home and was not given access to the 'Concur' expenses software until many weeks into her employment and only then after she was persistent about it. Mr Milo, Mr Simpson and Mr Heath were named as comparators.
58. The Tribunal noted that the Claimant was only employed for 5 ½ weeks. It was not unreasonable to expect that there would be some delay in getting the Claimant set up with regard to the Respondents' systems of work. There was evidence that Mrs Pringle requested Concur training for the Claimant on the second day of her employment. She was given log-in details for the Concur system by the end of November and received payment of her expenses on 14 December 2017. There was no unreasonable delay.
59. The Respondent explained that the Claimant was not provided with a mobile phone or allowed to work from home because of the nature of her role which was office based. The comparators were field based sales managers who required mobile phones, out of the office and allowed home working to more readily facilitate visits to customers.
60. The Tribunal found that the Respondent had provided plausible non-discriminatory reasons for the Respondents' treatment of the Claimant regarding these matters and there was no evidence upon which the Tribunal could conclude or infer that the treatment was in any way because of race, age or sex.

B - Clarity of Role.

61. Scott Schedule – paragraphs 1.6, 1.8, 1.11, 1.20 and 1.36.
62. Each one of these allegations of discriminatory treatment were based upon race, age and sex.
63. The claims were direct discrimination and harassment related to race, age and sex.
64. The Claimant alleged that she was required to carry out external work which should have been done by Mr Simpson and Mr Milo and that she was not provided with a clarity of role document.
65. The Tribunal did not accept that the Claimant was required to do Mr Simpson and Mr Milo's work. Their roles were quite different to the

Claimant's role as an inside sales support representative. There was a dispute between the parties as to the categories of customers with which Claimant and the outside field sales representatives would deal with. Clearly, the Claimant had been employed in a new role to support the outside sales representatives and there was nothing remarkable in Mr Milo and Mr Simpson requesting that the Claimant should support them in respect of certain customers.

66. So far as role clarity was concerned, Mr Harvey said that the Claimant would have received a role clarity document in the fullness of time. The Claimant's role was new and expected to develop. The Claimant had a written job description (quoted above).
67. The Tribunal find that the Respondent's witnesses had provided plausible non-discriminatory reasons for the treatment of the Claimant and there was no evidence upon which the Tribunal could conclude or infer that the treatment was in any way because of race, age or sex.

C – Key Performance Indicators, Commission and Pay

68. Scott Schedule - paragraphs 1.9, 1.31, 1.32, 1.33, 1.35 and 1.54.
69. Each one of these allegations of discriminatory treatment was based upon race, age and sex.
70. The claims were direct discrimination, harassment and victimisation. The Claimant alleged that her questions regarding KPI's, and commission were not answered.
71. The Claimant was in contact with Mr Simpson before commencing employment and the Tribunal was shown several e-mails between them in which Mr Simpson provided answers to the Claimant's queries and indicated that there would be more discussions after the Claimant had commenced employment.
72. So far as commission was concerned, the Claimant raised that with Mr Harvey. Mr Hoade contacted her to explain the basis for the calculation of commission and the Claimant was supplied with a commission plan on 18 December 2017 following the conversation with Mr Hoade. The Tribunal noted that this was another example of the gradual establishment of the Claimant's new role and different ways of working involving remuneration.
73. The Tribunal find that the Respondent's witnesses had provided plausible, non-discriminatory evidence for this treatment and there was no evidence from which the Tribunal could conclude or infer that it was in any way because of race, age or sex.

D – Training

74. Scott Schedule paragraphs 1.17, 1.27, 1.28, 1.29 and 1.47.

75. Each one of these allegations of discriminatory treatment was based upon race, age and sex.
76. The claims were direct discrimination and harassment and victimisation.
77. The Claimant complained that she was not provided with sufficient training to carry out her role.
78. The Tribunal has recorded above the details of the induction training given by Mrs Pringle on 13 November 2017 and also the training which followed on a 1-to-1 basis because the Claimant's start date was out of line with the Respondent's usual two day induction training programme. The Tribunal has quoted above the e-mail sent by Mrs Pringle on 14 November 2017 setting out the Claimant's induction training during her first week of employment.
79. Additionally, the Tribunal accepted that Mr Simpson arranged Salesforce training with Mr Milo and that she was also invited to attend Salesforce training sessions and accessed some of that training herself.
80. The Tribunal did not find that there was any lack of sufficiency of training during the relatively short period of the Claimant's employment. It was clear that the Claimant was treated in the same way as any other employee and there was no evidence of any discriminatory treatment because of race, age or sex.

E – Derogatory Comments

81. Scott Schedule paragraph 1.21.
82. This discriminatory treatment was based upon race, age and sex.
83. The claims were direct discrimination and harassment.
84. The Claimant said that Mr Simpson said "*you are not a monkey but an organ grinder or the person orchestrates the organ grinder*" in order to insult and taunt the Claimant.
85. The Claimant said that she did not consider this to be a racist comment but that it was sarcastic and taunting.
86. Mr Simpson said in his evidence that he did not recall making the comment. There was no other evidence regarding this matter.
87. There was no evidence upon which the Tribunal could infer that this comment, if it was made, was related to race, age or sex. It is an inelegant, though not uncommon, phrase referring to status in a particular role or group of employees.

Section F – Blocked calls

88. Scott Schedule paragraphs 1.14 and 1.40.
89. Each one of these allegations of discriminatory treatment was based upon race, age and sex.
90. The claims were direct discrimination and harassment and victimisation related to race, age and sex.
91. The Claimant alleged that Mr Simpson blocked her calls and diverted his customers to her so that she would have to deal with them. Mr Simpson said that when he was in client meetings, on occasions he put his calls through to the Claimant because she was a sales support role.
92. The Tribunal find that the Respondent's witnesses had provided plausible non-discriminatory reasons for the treatment of the Claimant and there was no evidence upon which the Tribunal could conclude or infer that the treatment was in any way because of race, age or sex.

G – Internal Team Disputes

93. Scott Schedule paragraph 1.30.
94. Each one of these allegations of discriminatory treatment were based upon race, age and sex.
95. The claims were direct discrimination and harassment and victimisation related to race, age and sex.
96. The Claimant complained that she was required to resolve issues between Mr Simpson and Mr Heath regarding the sharing of contacts.
97. In her evidence to the Tribunal the Claimant said that she had sent an e-mail to Mr Simpson and Mr Heath, telling them to sort out the matter between themselves.
98. There was nothing in respect of this matter which was related to race, age or sex.

H – Friday Afternoon Bid Requests

99. Scott Schedule paragraph 1.16.
100. Each one of these allegations of discriminatory treatment were based upon race, age and sex.
101. The claims were direct discrimination and harassment and victimisation related to race, age and sex.
102. The Claimant was asked by Mr Milo to carry out work on two bids on Friday 15 December 2017. The Tribunal found that this was work which fell within the Claimant's job description and there was nothing remarkable or

discriminatory about Mr Milo asking the Claimant to carry out such work to assist him in completing the pricing information. It is clear that the Claimant was unhappy about being asked to carry out such work late on the Friday afternoon and she told Mr Milo so in a telephone exchange.

103. There was nothing however, to indicate that the disagreement between them amounted to an act of discrimination or that it was related in any way to race, age or sex.

I – Mocking Comments

104. Scott Schedule paragraph 1.18.

105. Each one of these allegations of discriminatory treatment was based upon race, age and sex.

106. The claims were harassment and victimisation related to race, age and sex.

107. The Claimant said that in a meeting on 19 December 2017, Mr Simpson said “*if it was me I would have given up*”. The Claimant said that she thought that it was bullying and mocking. Mr Simpson denied making the comment.

108. The Tribunal found however, that if the comment was made, it was not related in any way to race, age or sex.

J – Christmas Party Ticket

109. Scott Schedule paragraphs 1.12 and 1.37.

110. Each one of these allegations of discriminatory treatment was based upon race, sex and age.

111. The claims were direct discrimination and harassment related to race, age and sex.

112. The Claimant complained that she was the last person given a ticket to the Respondent’s Christmas party on 8 December 2017.

113. The Tribunal has noted above the reason why this was so and that Mrs Pringle had told her when she started that there were no tickets left but she would be informed of any cancellations.

114. In fact, Mr Milo cancelled his attendance on the day of the party and his ticket was therefore given to the Claimant.

115. There was nothing from which the Tribunal could find or infer that this was a discriminatory act related in any way to race, age or sex.

K – Events at Christmas party

116. Scott Schedule paragraph 1.38.

117. The allegation of discriminatory treatment was based on sex.
118. The claims were direct discrimination and harassment.
119. During the course of the Tribunal hearing, for the first time, the Claimant said in her evidence that she was “set up” to be sexually assaulted by Mr B at the Christmas party. She said that she was set up by Mr Milo and Mrs Pringle and that as a result of the success of being set up, Mrs Pringle was promoted. She accepted that she had not mentioned this in her grievances, in the ET1 claim form to the Tribunal, in her Scott Schedule or in her witness statement. She said, *“I only put facts there, the setup is a conclusion I came to later”*.
120. The Respondent’s witnesses denied this allegation.
121. There was no evidence to support what the Tribunal found was an implausible allegation which had not been raised previously. It gave the Tribunal cause to doubt the Claimant’s credibility when giving evidence before the Tribunal.
122. So far as the assault on the Claimant by Mr B was concerned, the Tribunal considered carefully the evidence it heard regarding this allegation. It is true that two days after the alleged event the Claimant reported it as a “sexual assault” to Mrs Pringle in writing. Also, when she confronted Mr B about it on 11 December 2017, he said that he did not recall the event but said that if it did happen he apologised for it. In his evidence to the Tribunal, Mr B denied that he had touched the Claimant in any way.
123. The Tribunal took account of the fact that after the Claimant had confronted Mr B on 11 December 2017, and that she had told Mrs Pringle that she did not want to take the matter any further despite Mrs Pringle offering to do so. The Claimant was quite adamant that was the end of the matter. She said that she did not bear a grudge or hold malice towards Mr B and that she forgave him. Also, immediately after confronting Mr B on 11 December 2017, she went to attend a one-to-one meeting with him although she said that he ignored her so she went away.
124. As stated above, the Tribunal found that the Claimant’s credibility was adversely affected by the fact that in relation to this allegation she had, for the first time, during her evidence under oath at the Tribunal, expanded the allegation to include Mrs Pringle and Mr Milo as having set her up for the sexual assault to take place. That was wholly implausible. It cast doubt upon her initial allegations regarding the assault itself and on her credibility as a witness before the Tribunal.
125. On the balance of probabilities, the Tribunal found that the allegation of assault by Mr B was not proved.
126. However, the Tribunal went on to consider whether, if it had found the allegation proved, the Respondent had satisfied the burden of proving

defence under section 109(4) of the Act. The Respondent relied upon this defence in its closing submission.

Liability of employers and principals – section 109 Equality Act 2010

127. Section 109(4)

(4) In proceedings against A's employer (B) in respect of anything alleged to have been done by A in the course of A's employment it is a defence for B to show that B took all reasonable steps to prevent A –

- (a) from doing that thing, or*
- (b) from doing anything of that description.*

128. The EHRC Employment Code of Practice states:

"10.51 – 10.52"

An employer would be considered to have taken all reasonable steps if there were no further steps that they could be expected to take. In deciding whether a step is reasonable an employer should consider its likely effect and whether an alternative step could be more effective. However, a step does not have to be effective to be reasonable.

Reasonable steps might include:

- implementing an Equality Policy.*
- ensuring workers are aware of the policy.*
- providing equal opportunities for training.*
- reviewing the Equality Policy as appropriate.*
- dealing effectively with employee complaints.*

129. The Tribunal found that the Respondent had taken the reasonable steps referred to above in the Code of Practice.

130. Mrs Pringle said in her witness statement:

"As a business, Targus is committed to equal opportunities in the workplace and any kind of discrimination, harassment or bullying is not tolerated. This commitment is enshrined in our Discrimination and Equal Opportunities and Bullying and Harassment policies in our Employee Handbook [257]. Training on these policies is included in our HR Induction which every new employee attends. In addition, our Employee Handbook is signed off by all employees upon joining the company (see [Miss A]'s sign off at [251]. We also send the Employee Handbook out annually for everyone to familiarise themselves with and ask again that employees sign it to confirm that they had read, understand and will follow the policies (for example, see [Mr B]'s annual sign off of 9 May 2017 at [610a]. Bullying and harassment are categorised as gross misconduct under our employment contracts [247]"

131. The Tribunal had no reason to doubt this statement. Mrs Pringle produced a form confirming that Mr B had signed an annual form to say that he had received, read and understood the Respondent's policy practice and procedures and the last such signature was dated 9 May 2017.
132. In addition, Mrs Pringle produced an e-mail addressed to all attendees of the Christmas party, dated 5 December 2017, providing information about the party and in the last paragraph she said this:
- “Finally, a classic HR reminder that we’re attending a work event so let’s be appropriate and refrain from the #Let’s get it on, #I can’t help myself and abide by# You can’t hurry love. Did I forget to mention it’s Motown Night?”*
133. The Tribunal found that was an appropriate and approximate warning to all attendees that their behaviour should be appropriate because it was a work event.
134. The Tribunal found that the Respondent had, in accordance with the above, taken reasonable steps to prevent any inappropriate behaviour including sexual harassment and could not identify any further preventative steps that the Respondent could have taken that were reasonable practicable.
135. In Canniffe v East Riding of Yorkshire Council [2000] IRLR555, the EAT said that where employers or managers are not aware of any risk of inappropriate sexual behaviour or harassment by an employee, particularly towards another employee, it may be sufficient for the Tribunal simply to ask whether there was a policy in place and whether it was disseminated. This is particularly relevant where there has been a one-off incident of serious sexual harassment.
136. Mrs Pringle confirmed, in answer to a question from the Tribunal, that there had been no such incident at the company in the last two years. There was no reason to believe that any employee would act in the manner alleged by the Claimant.
137. The Tribunal found that the Respondent had successfully set out the defence in section 109(4) of the Act and that even if the alleged sexual harassment had occurred, the Respondent was not liable for it.

L – Post Party Complaints

138. Scott Schedule paragraph 1.13 and 1.39.
139. Each one of these allegations of discriminatory treatment were based upon race, age and sex.
140. The claims were direct discrimination and harassment and victimisation related to race, age and sex.

141. The Claimant complained about the conduct of Mrs Pringle and Miss Pettit towards her on Monday 11 December 2017. The Claimant complained about Laura Pettit's phone call to her on that date but did not say how or why it amounted to an act of discrimination. It is set out paragraph 1.39 of the Scott Schedule. There is nothing about the call described by the Claimant which could amount to an act of discrimination.
142. So far as the conduct of Mrs Pringle was concerned, the Claimant complained that when she told her about the sexual harassment at the Christmas party, Mrs Pringle acted like the issue was not important and treated the Claimant like she was the accused.
143. The Tribunal noted that Mrs Pringle had made a detailed record of her meeting with the Claimant on 11 December 2017 (quoted above). It is clear that Mrs Pringle took the complaint seriously but the Claimant refused to allow her to take the matter any further at that time.
144. The Tribunal found that Mrs Pringle, as evidenced by her contemporaneous note, took the complaint seriously and acted properly in the manner in which she dealt with the complaint by the Claimant.
145. There was nothing that could amount to discrimination related to race, age or sex.

M – Termination of Employment

146. Scott Schedule paragraphs 1.1, 1.3, 1.19, 1.22 and 1.23.
147. The claim was victimisation related to race, age and sex.
148. The Tribunal found that the Claimant's complaint of sexual assault made on 10 December 2017 to Mrs Pringle, was a protected act within the meaning of section 27 of the Act. The Respondent accepted that it qualified as a protected act. It follows that any alleged treatment which occurred before 10 December 2017 could not amount to a detriment under section 27 of the Act.
149. The Tribunal found that the dismissal of the Claimant was not an act of victimisation and not connected to her protected act on 10 December 2017.
150. The Claimant's grievances and the dismissal letter are quoted in detail above. The dismissal letter made it clear that the decision to terminate the Claimant's employment had nothing to do with the complaint she had made about conduct at the Christmas party.
151. The Tribunal found that it was reasonable for the Respondent to regard seriously the Claimant's written assertion that she recorded all communications not limited to e-mail, phone and text. Although this was not a case where the Tribunal had to consider the fairness of the dismissal, the Claimant was given a reasonable opportunity to explain her conduct at the meeting on 20 December 2017. She acted disruptively during the meeting

and it was clear that her conduct in requesting to record the meeting was regarded by the Respondent as consistent with her earlier admission about recording all communications.

152. The Respondent gave the Claimant every opportunity to deal with all the matters in her grievances but her conduct at the disciplinary meeting was such that it was not possible to do so. The matters were, however, dealt with at length in a dismissal letter.
153. The Tribunal found that there was a plausible non-discriminatory reason for the Claimant's dismissal. There was no evidence from which the Tribunal could find or infer that the dismissal was an act of discrimination or victimisation because she had made the complaint of sexual assault. That complaint had been treated seriously by Mrs Pringle, although at the time the Claimant did not want to pursue it any further, and her grievances were taken seriously by the Respondent.

N – Sundry Complaints

154. Scott Schedule paragraphs 1.41, 1.42, 1.43, 1.44, 1.46, 1.50 and 1.56.
155. Each one of these allegations of discriminatory treatment were based upon race, age and sex.
156. These were statements rather than allegations of discriminatory treatment. They were variously vague and unsupported by evidence. The Tribunal is unable to conclude that these were acts of discrimination, less favourable treatment, harassment or victimisation.

O - Abandoned Claims

157. Scott Schedule paragraphs 1.10, 1.24, 1.26, 1.45, 1.48, 1.49 1.51, 1.52, 1.53, 1.55, 1.57 and 1.58.
158. These claims were abandoned by the Claimant on the first day of the Tribunal hearing when the Tribunal went through the Scott Schedule with the Claimant to clarify the claims that she was pursuing. Accordingly, the remaining claims which were being pursued were 56 in number. As well as the abandoned claims, some had parts deleted which are marked above.

SUMMARY

159. Under the above heading "protected characteristics", the Claimant explained that she was relying upon being a black, young, female employee as the basis for saying that her treatment was less favourable treatment than others who did not fall into those categories of protected characteristics. However, that was simply a statement of difference in status and characteristics. There was no evidence upon which the Tribunal could find or infer any causal link between any difference in treatment and a difference in protected characteristics.

160. The Tribunal could find no evidence of any racial, ageist or sexist motive at any stage on the part of the Respondent, nor any animosity towards her race, age or sex. The Tribunal concluded that there was no evidential basis for the Claimant's belief in discrimination and found that the belief was based upon unfounded supposition.

161. All the claims fail for the reasons set out above.

I confirm that this is the Judgment in the case of Miss A v Targus Europe Ltd case no. 3303465/2018 and that I have dated the Judgment and signed by electronic signature.

Employment Judge Vowles

Date: 7 July 2020

28/07/2020

Sent to the parties on:

.....

Jon Marlowe
For the Tribunals Office

Attachments:

Rule 50 Order
Scott Schedule

ANONYMITY / RESTRICTED REPORTING ORDER

**Made under rule 50 of Schedule 1 to the Employment Tribunals
(Constitution and Rules of Procedure) Regulations 2013 and section 11
Employment Tribunals Act 1996**

1. On the Tribunal's own initiative, and with the agreement of the parties, and in the interests of justice, and in order to protect Convention rights, it is ORDERED as follows:

2. The identity of the Claimant shall not be disclosed to the public, whether in the course of any hearing or in its listing or in any documents entered on the Register or forming part of the public record, or otherwise, and she shall be referred to as Miss A.
3. The identity of the witness who was the subject of the allegation of sexual misconduct shall not be disclosed to the public, whether in the course of any hearing or in its listing or in any documents entered on the Register or forming part of the public record, or otherwise, and he shall be referred to as Mr B.
4. The publication in Great Britain of any identifying matter relating to Miss A and Mr B in a written publication available to the public or its inclusion in a relevant programme for reception in Great Britain is prohibited.

REASONS

1. Account has been taken of the circumstances of the case described in the pleadings of the Claimant and the Respondent. In considering whether to make an order under rule 50 the Tribunal shall give full weight to the principle of open justice and to the Convention right to freedom of expression. There is also the individual right to respect for private and family life.
2. The claim involves an allegation involving sexual misconduct and it is necessary to prevent the identification of any person making, or being the subject of, the allegation.

IN THE WATFORD EMPLOYMENT TRIBUNAL

[MISS A]

Claimant

-and-

TARGUS EUROPE LTD

Respondent

SCOTT SCHEDULE

No.	Detriment	Protected Characteristic	Name of Actual Comparator	Is this a detriment for purposes of the Victimization Claim
1.1.	The Claimant reported a sexual assault, and was bullied as a consequence (<i>Claim Form, section 8.1</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.2.	The Claimant was treated differently to the rest of the team and was not given the same privileges as the team and the company as a whole (<i>Claim Form, section 8.1</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.3.	The Claimant was dismissed from work as a result of 'recording colleagues' (<i>Claim Form, section 8.1</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.4.	The Claimant was not given a mobile phone (<i>Claim Form, section 15</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.5.	The Claimant was not able to work from home (<i>Claim Form, section 15</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.6.	The Claimant did 'external work' for the Respondent by her second week of employment, even though her role was an 'internal role' (<i>Claim Form, section 15</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.7.	The Claimant was not given access to the Respondent's 'expense software' until many weeks into her employment, and she was granted access after being persistent (<i>Claim Form, section 15</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.8.	The Claimant's role changed in comparison to the role described in the job description, contract and interview process (<i>Claim Form, section 15</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.9.	The Claimant's questions were left unanswered at times (<i>Claim Form, section 15</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.10.	The Claimant was treated	<input type="checkbox"/> Race		

No.	Detriment	Protected Characteristic	Name of Actual Comparator	Is this a detriment for purposes of the Victimization Claim
	inhumanely (<i>Claim Form, section 15</i>);	<input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.11.	Dean Simpson made the Claimant do his work for him, and other employees including Dave Crew encouraged him to do this (<i>Particulars of Claim, page 6 and page 2</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.12.	The Claimant was not initially given a ticket to attend the Respondent's Christmas party on Friday 8 December 2017, and was the last person to get a ticket when another employee dropped out at the last minute (<i>Particulars of Claim, page 6</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.13.	On Monday 11 December 2017, when the Claimant told Kerry Pringle that she was sexually harassed at the Respondent's Christmas party, Ms Pringle acted like the issue was not important and treated the Claimant like she was the accused (<i>Particulars of Claim, page 5</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.14.	Mr Simpson blocked the Claimant's calls and set his out of office response directing customer enquiries to the Claimant on 8 December and 12 December 2017 (<i>Particulars of Claim, page 4 and 5</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.15.	On Wednesday 13 December 2017 Mr Simpson mocked the Claimant, made her feel small, humiliated her in front of colleagues and indirectly taunted her when Mr Simpson responded to the Claimant's e-mail to explain e-mails from customers that	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		

No.	Detriment	Protected Characteristic	Name of Actual Comparator	Is this a detriment for purposes of the Victimization Claim
	were left unanswered (<i>Particulars of Claim, page 4</i>);			
1.16.	After 4.30pm on Friday 15 December 2017 Mr Simpson, asked the Claimant to complete a client in a short timeframe (<i>Particulars of Claim, page 3 and 4</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.17.	As the Claimant was made to do Mr Simpson's work, she did not have time to learn how to use the Respondent's systems and do the required training (<i>Particulars of Claim, page 2</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.18.	On Tuesday 19 December 2017, the Claimant was ridiculed, mocked and bullied by Dean Simpson because the Claimant was stressed. Mr Simpson did this by saying 'if that was me I would have given up' (<i>Particulars of Claim, page 1</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.19.	On Wednesday 20 December 2017, during the meeting with Kerry Pringle and Anna Murphy:	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.19.	The content of the meeting was not fully recorded in the meeting notes (<i>Particulars of Claim, page 1</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.19.	The Claimant was bullied by Kerry Pringle and Anna Murphy, who put words in the Claimant's mouth and did not let her speak on some occasions (<i>Particulars of Claim, page 1</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.19.	Kerry Pringle and Anna Murphy refused to let the Claimant leave the room (<i>Particulars of Claim, page 1</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		

No.	Detriment	Protected Characteristic	Name of Actual Comparator	Is this a detriment for purposes of the Victimization Claim
1.19.	The Claimant was not allowed to record the meeting as this was against the Respondent's company policy and represented a breach of others' human rights (<i>Particulars of Claim, page 1</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.20.	Mr Simpson did not provide the Claimant with the 'role clarity' document when she requested it, and he refused to sit down with the Claimant to draw up a 'process' relating to this (<i>Particulars of Claim, page 6</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.21.	Mr Simpson said to the Claimant " <i>You are not a monkey, but an organ grinder or the person orchestrates [sic] the organ grinder</i> " in order to insult and taunt the Claimant (<i>Particulars of Claim, page 7</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.22.	Kerry Pringle continued to 'badger' and victimise the Claimant in relation to the Claimant's comment that she secretly recorded conversations with colleagues, and did not confirm whether the Claimant did this or not (<i>Particulars of Claim, page 7</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.23.	The Respondent did not take all circumstances into account before terminating the Claimant's employment contract (<i>Particulars of Claim, page 7</i>);	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.24.	I have been discriminated against, humiliated, victimised, harassed, bullied, micromanaged, sexually assaulted.	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.25.	The role I was employed for was Inside Sales Support	<input type="checkbox"/> Race		

No.	Detriment	Protected Characteristic	Name of Actual Comparator	Is this a detriment for purposes of the Victimization Claim
	<p>Representative. The only difference between my duties and..</p> <p>Dean Simpsons (Formally, Cooperate Sales Manager. Now - Account Director) Steve Heath (Head of Enterprise Sales) (Dan Milo – SMB Sales Manager). Marcus Harvey - Sales Director Steve Heath started not a month before I did. Yet I was paid less than them, not able to work remotely, not given a mobile phone, not given access to the expense software until much later and treated less favourably due to my sex, age and race. Was that I was to support the team and given no real territory, to own like everyone else. Essentially, I was doing 2 maybe 3 roles in one and not given the correct pay nor privilege as the rest of the team. Inadequate training. Dean was holding all the contacts and refused to share this with Steve Heath. I was helping them resolve this issue. I was also acting as their Sales Director. I essentially looked after the Large/enterprise, local government, and resellers, Acn whilst doing admin sales support work for the team. My role was both Internal and External. I was contracted to be office based.</p>	<input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.26.	<p>I was also told to do the OEMs work as well -Stephen Shakles EMEA Director, Global Alliance and OEM and many more.. I have lost count..</p>	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.27.	<p>Lisa Barton (PA to Commercial Director) was trying to arrange for me external salesforce Training. Dean said no Dan will show me how to use salesforce. Danius later did a tutorial and</p>	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		

No.	Detriment	Protected Characteristic	Name of Actual Comparator	Is this a detriment for purposes of the Victimization Claim
	sent out the recording. Unfortunately, the only time I was able to sit down and start to look at the training video was the day I was told to leave the company			
1.28.	I also requested to be put on the external Max branning sales training like everyone else. I did not hear anything back from the company. Dean told me to approach him directly (I was the only one not put on this course)	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.29.	I did however do product training with two of the product managers which I sourced myself Mark Twichet and Geoff Wickett and was scheduled to do another training with [Mr B] on 11/12/2017	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.30.	Dean was doing hand overs, which I had write down and saying there must be no stupid questions after a week throughout my time at Targus, for his work and the work from the lead gen, his bids and salesforce. He refused to share leads and contacts within the channel with Steve Heath, which was making his job harder and I would then have to help them resolve the issues. I was basically their sales manager	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.31.	In one of the handovers Dean sent to me. I managed to get hold of one of the customers. We had a detailed conversation regarding the sample unit Dean sent to him via post. Dean later informed Marcus Harvey sent me an e-mail and he came into the office on the 6 th December (that was the first time of me seeing him since I interview) informing me that he was impressed, and I should now answer to him. He promised me my commission structure will be ready shortly and if I had not seen it in a couple of days to come back an inform him	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.32.	Michal Hoade still did not send commission, contacted Marcus and he asked how my	<input type="checkbox"/> Race <input type="checkbox"/> Age		

No.	Detriment	Protected Characteristic	Name of Actual Comparator	Is this a detriment for purposes of the Victimization Claim
	commission structure worked in the past. I explained, and he said no this is a group target, but I will work on it. He also told me to divert my questions to Dean he was my manager. I was confused but didn't argue as that what was originally agreed.	<input type="checkbox"/> Sex		
1.33.	Commission kept on altering, as they were adding more and more things for me to do in order to get commission and even in the second contract they sent to me they referred to commission as a loan. other commission structure were different from mine, they were based on the work they were required to do	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.34.	I asked Dean if I could work from home he refused, and I asked to come a bit later He said why I said difficulty getting into shower. He said Marcus wont agree..	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.35.	In the beginning of my contract I asked for more money I was refused as the role was different and I was required to do less work.	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.36.	I told and tried to tell Dean what my role was on many occasions and he continued to pile me with more and more handovers and work.	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.37.	On the Friday Kerry came to me at the last minute and mentioned. Dan Milo gave me his ticket. Dean and Laura told him to, he always does what they instruct him to do.	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.38.	I was assaulted at the Christmas Party by [Mr B]	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.39.	I received a call on Monday 11th December 2017 at about 9am or so. Laura Pettit's mobile she called me to asking so what happened to you at the Christmas party and I said what? and she said nothing. Just to let you know dean will	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		

No.	Detriment	Protected Characteristic	Name of Actual Comparator	Is this a detriment for purposes of the Victimization Claim
	not be around today			
1.40.	This is the week Dean set his out of office for me and diverted everyone to me including the incident with the bank of England	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.41.	When I Complained Dean would not let me talk down to me and would never let me get a word in edgewise. I was gaged hence why when I was not allowed to talk I couldn't stop when I was given the chance.	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.42.	Business intuitive/concern meeting I had on the 13th December with Lisa O'Keefe I refer to the role clarity meeting on Friday 15th December. I explained there my concerns Where I was told the meeting was only a pre-proposal and there would be a follow up meeting on Friday 22 nd December with everyone.	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.43.	Lisa still sent over task for my to complete the Astute questions, which I was working on moments after me coming out of the meeting, Dan bullied/victimised me into doing this in such short timeframes and it was unreasonable and left me in great distress.	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.44.	<p>I sent out the e-mail to Dean and Kerry</p> <p>Dean responded, I thank him for taking of his office hours as he diverted all customers to me.</p> <p>I explained to dean I will be going doctors cause of stress,</p>	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.45.	On the Monday I told Dean I will not be coming in, but asked me about other work he was passive aggressive and went okay, okay. I see. (His done something like this before in text)	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.46.	I came into the office the following day had the meeting Dean said that he will do it again. He was taking information from me on how to	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		

No.	Detriment	Protected Characteristic	Name of Actual Comparator	Is this a detriment for purposes of the Victimization Claim
	manage the channel.			
1.47.	The day I was able to salesforce training I was sacked and Dean still cc'ed me into an e-mail to a reseller KAM Khadal (insight) as he was making sure I saw he was doing it right, before I left. This was the only and last e-mail dean sent on that day	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.48.	They pushed me so much that I had to say I record everything and then dismissed me without even really knowing if there were recordings or not and then probably made up the chapter in the handbook as a comeback	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.49.	Kerry mentioned only after I sent an e-mail that I want to appeal based on Discrimination, that there are no factual evidence to say you recorded. However, in the meeting notes she was 100% sure I did	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.50.	Kerry mentioned Marcus said he will give me time to voice my concerns. I was online researching equality when I noticed the equality act, as soon as I sent it to Marcus a couple of minutes later he sent his response even though he had me waiting near 3 weeks for a reply. I was quickly sent my pay and P45, before I had a chance to put in a grievance.	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.51.	Marcus also mentions I was given the handbook. Kerry sent me an e-mail with hr docs and IT docs. You will see here there are no evidence of a handbook	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.52.	I was doing more work than humanly possible. I was given unequal pay and because I was 'inexperienced' due to my age I was not listened to or taken seriously only by the marketing team. Hence why I asked Marcus to move to that team	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.53.	I put a grievance in on the Sunday. (this was the first time I knew of grievance after reading the contract)	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.54.	The commission structure was sent to me only on the Monday	<input type="checkbox"/> Race		

No.	Detriment	Protected Characteristic	Name of Actual Comparator	Is this a detriment for purposes of the Victimization Claim
	after I sent the grievance and it shows that I was to do everyone's work.	<input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.55.	I was treated unfairly due to the fact my face didn't fit the rest of the team and because I complained I was punished.	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.56.	The first e-mail I sent and titled grievance was the first and last response As Kerry alluded responded in termination letter in not so many words	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.57.	My managers/team did not create an environment where there was diversity, they hired me as a lower position, yet demanded I do all their work and created a psychologically damaging environment for to me work in.	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		
1.58.	On 2 Occasions I have asked Kerry Pringle to send me my calendar invites, e-mails sent to and from clients, e-mails that I was cc'ed into from colleagues and customers, all internal e-mails, phone records. I have still not received these documents	<input type="checkbox"/> Race <input type="checkbox"/> Age <input type="checkbox"/> Sex		

Clyde & Co LLP
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