



EMPLOYMENT TRIBUNALS

Claimant: Mr G Watson and others
(see attached schedule)

Respondents: 1. Marcus Worthington And Company Limited (in Administration)
2. The Secretary of State for Business, Energy and Industrial Strategy

JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

1. The judgment of the Tribunal is that the claimants' complaint under section 189 of the Trade Union and Labour Relations (Consolidation) Act 1992 of a failure by the first respondent to comply with the requirements of section 188 of the 1992 Act is well-founded.
2. The Tribunal orders the first respondent by way of protective award under section 189(3) of the 1992 Act to pay to all those employees of the first respondent who are listed on the attached schedule a protective award equivalent to remuneration for the period of 90 days beginning on 9 October 2019.
3. The Recoupment Regulations apply.
4. All other claims brought by the claimants are dismissed on withdrawal.

Employment Judge Batten
Dated: 5 October 2020

**Case No:1800428/2020 & others
(see attached schedule)**

JUDGMENT SENT TO THE PARTIES ON:
9 October 2020
AND ENTERED ON THE REGISTER

FOR THE TRIBUNAL OFFICE

Claimant: Mr G Watson & Others

**Respondent: Marcus Worthington And Company Limited (in Administration)
Others**

**ANNEX TO THE JUDGMENT
(PROTECTIVE AWARDS)**

Recoupment of Benefits

The following particulars are given pursuant to the Employment Protection (Recoupment of Benefits) Regulations 1996, SI 1996 No 2349.

The respondent is under a duty to give the Secretary of State the following information in writing: (a) the name, address and National Insurance number of every employee to whom the protective award relates; and (b) the date of termination (or proposed termination) of the employment of each such employee.

That information shall be given within 10 days, commencing on the day on which the Tribunal announced its judgment at the hearing. If the Tribunal did not announce its judgment at the hearing, the information shall be given within the period of 10 days, commencing on the day on which the relevant judgment was sent to the parties. In any case in which it is not reasonably practicable for the respondent to do so within those times, then the information shall be given as soon as reasonably practicable thereafter.

No part of the remuneration due to an employee under the protective award is payable until either (a) the Secretary of State has served a notice (called a Recoupment Notice) on the respondent to pay the whole or part thereof to the Secretary of State or (b) the Secretary of State has notified the respondent in writing that no such notice is to be served.

This is without prejudice to the right of an employee to present a complaint to an Employment Tribunal of the employer's failure to pay remuneration under a protective award.

If the Secretary of State has served a Recoupment Notice on the respondent, the sum claimed in the Recoupment Notice in relation to each employee will be whichever is the less of:

- (a) the amount (less any tax or social security contributions which fall to be deducted therefrom by the employer) accrued due to the employee in respect of so much of the protected period as falls before the date on which the Secretary of State receives from the employer the information referred to above; OR
- (b) (i) the amount paid by way of or paid as on account of jobseeker's allowance, income-related employment and support allowance or income support to the employee for any period which coincides with any part of the protected period falling before the date described in (a) above; or

**Case No:1800428/2020 & others
(see attached schedule)**

- (ii) in the case of an employee entitled to an award of universal credit for any period (“the UC period”) which coincides with any part of the period to which the prescribed element is attributable, any amount paid by way of or on account of universal credit for the UC period that would not have been paid if the person’s earned income for that period was the same as immediately before the period to which the prescribed element is attributable.

The sum claimed in the Recoupment Notice will be payable forthwith to the Secretary of State. The balance of the remuneration under the protective award is then payable to the employee, subject to the deduction of any tax or social security contributions.

A Recoupment Notice must be served within the period of 21 days after the Secretary of State has received from the respondent the above-mentioned information required to be given by the respondent to the Secretary of State or as soon as practicable thereafter.

After paying the balance of the remuneration (less tax and social security contributions) to the employee, the respondent will not be further liable to the employee. However, the sum claimed in a Recoupment Notice is due from the respondent as a debt to the Secretary of State, whatever may have been paid to the employee, and regardless of any dispute between the employee and the Secretary of State as to the amount specified in the Recoupment Notice.

Multiple Schedule

Case Number	Case Name
1800428/2020	Mr Gary Watson -v- Marcus Worthington And Company Limited (in Administration) & Others
1800429/2020	Mr Gary Watson -v- Marcus Worthington And Company Limited (in Administration) & Others
1800430/2020	Mr Luke Hodgkinson -v- Marcus Worthington And Company Limited (in Administration) & Others
1800431/2020	Mr Paden Moore -v- Marcus Worthington And Company Limited (in Administration) & Others
1800432/2020	Mr Leo Middlebrook -v- Marcus Worthington And Company Limited (in Administration) & Others
1800433/2020	Mr Stuart Shaw -v- Marcus Worthington And Company Limited (in Administration) & Others
1800434/2020	Mr Michael Bashall -v- Marcus Worthington And Company Limited (in Administration) & Others
1800435/2020	Mr Daniel Wallace -v- Marcus Worthington And Company Limited (in Administration) & Others
1800436/2020	Mr Christopher Whittle -v- Marcus Worthington And Company Limited (in Administration) & Others
1800437/2020	Mr Kevin Knight -v- Marcus Worthington And Company Limited (in Administration) & Others
1800438/2020	Mr Stephen Morgan -v- Marcus Worthington And Company Limited (in Administration) & Others
1800439/2020	Mr John Wightman -v- Marcus Worthington And Company Limited (in Administration) & Others
1800440/2020	Mr Martin Quigley -v- Marcus Worthington And Company Limited (in Administration) & Others
1800441/2020	Mr Jake Walmsley -v- Marcus Worthington And Company Limited (in Administration) & Others
1800442/2020	Mr Russell Murray -v- Marcus Worthington And Company Limited (in Administration) & Others
1800443/2020	Mr Harry Whittle -v- Marcus Worthington And Company Limited (in Administration) & Others
1800444/2020	Mr Robert Carter -v- Marcus Worthington And Company Limited (in Administration) & Others
1800445/2020	Mr Darran Walmsley -v- Marcus Worthington And Company Limited (in Administration) & Others
1800446/2020	Mr Scott Lindsay -v- Marcus Worthington And Company Limited (in Administration) & Others
1800447/2020	Mr Sean Entwistle -v- Marcus Worthington And Company Limited (in Administration) & Others
1800448/2020	Mr Gregory McGovern -v- Marcus Worthington And Company Limited (in Administration) & Others
1800449/2020	Mr Anthony Lawrenson -v- Marcus Worthington And Company Limited (in Administration) & Others
1800450/2020	Mr Andrew Mashiter -v- Marcus Worthington And Company Limited (in Administration) & Others
1800451/2020	Mr Jack Lindsay -v- Marcus Worthington And Company Limited (in Administration) & Others
1800452/2020	Mr Carl Cross -v- Marcus Worthington And Company Limited (in Administration) & Others
1800453/2020	Mr Luke Cross -v- Marcus Worthington And Company Limited (in Administration) & Others
1800454/2020	Mr Sam Sutton -v- Marcus Worthington And Company Limited (in Administration) & Others
1800455/2020	Mr Kieren Jackson -v- Marcus Worthington And Company Limited (in Administration) & Others
1800456/2020	Mr Zygimantas Kairiukstis -v- Marcus Worthington And Company Limited (in Administration) & Others
1800457/2020	Mr Steven Horan -v- Marcus Worthington And Company Limited (in Administration) & Others
1800458/2020	Mr Nathan Newsham -v- Marcus Worthington And Company Limited (in Administration) & Others
1800459/2020	Mr Kevin Newsham -v- Marcus Worthington And Company Limited (in Administration) & Others
1800460/2020	Mr Brendan Roberts -v- Marcus Worthington And Company Limited (in Administration) & Others
1800461/2020	Mr Mark Talbot -v- Marcus Worthington And Company Limited (in Administration) & Others
1800462/2020	Mr Cameron Calvert -v- Marcus Worthington And Company Limited (in Administration) & Others
1800463/2020	Mr Lee Palmer -v- Marcus Worthington And Company Limited (in Administration) & Others
1800464/2020	Mr Ionel Isachi -v- Marcus Worthington And Company Limited (in Administration) & Others
1800465/2020	Mr Sam Helm -v- Marcus Worthington And Company Limited (in Administration) & Others
1800466/2020	Mr John Lees -v- Marcus Worthington And Company Limited (in Administration) & Others
1800467/2020	Mr Simon Atkinson -v- Marcus Worthington And Company Limited (in Administration) & Others
1800468/2020	Mr Joao Teixeira -v- Marcus Worthington And Company Limited (in Administration) & Others
1800469/2020	Mr Clive Anthony Mendiz -v- Marcus Worthington And Company Limited (in Administration) & Others

**Case No:1800428/2020 & others
(see attached schedule)**

Case Number	Case Name
1800470/2020	Ms Joanne Carole Jackson -v- Marcus Worthington And Company Limited (in Administration) & Others
1800471/2020	Ms Gillian Gardner -v- Marcus Worthington And Company Limited (in Administration) & Others
1800472/2020	Ms Elizabeth Atkinson -v- Marcus Worthington And Company Limited (in Administration) & Others
1800473/2020	Mr Luke Redshaw -v- Marcus Worthington And Company Limited (in Administration) & Others
1800474/2020	Mr Anthony Entwistle -v- Marcus Worthington And Company Limited (in Administration) & Others