



EMPLOYMENT TRIBUNALS

Claimant: Mr John Juniper

Respondents: (1) Stripe 21 Ltd (in voluntary liquidation)
(2) Stripe 21 Group Ltd
(3) Mr Stephen P North
(4) ISDNTOVOIP Ltd (formerly Stripe 21 VN Ltd; in voluntary liquidation)

Heard at: Croydon Employment Tribunal **On: 11 November 2020**

Before: Employment Judge Michell (sitting alone)

Appearances

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|----------------------------|---|
| For the claimant: | In person |
| For the first respondent: | Mr Stephen North (company director, with consent of the liquidator) |
| For the second respondent: | Ms Patricia Hall (consultant) |
| For the third respondent: | In person |
| For the fourth respondent: | No appearance or representation |

JUDGMENT

1. The appropriate respondent for the purposes of each of the claimant's claims (which he confirmed to be limited to unfair dismissal, wrongful dismissal, unlawful deduction of wages, and direct age discrimination as per para 2(b) below) is the first respondent.
2. By consent:
 - a. The claims against the third and fourth respondents are dismissed on their withdrawal.
 - b. The judgment of 14 May 2019 is varied to the extent that the first respondent is allowed to defend the claim of age discrimination (which

relates solely to a comment allegedly made to the claimant in August 2018).

3. The claim against the second respondent is dismissed as having no reasonable prospect of success.
4. The complaints of unfair and wrongful dismissal against the first respondent are well founded. The claimant is awarded the following sums:
 - a. The sum of **£500** for the loss of statutory rights.
 - b. A basic award of **£5,245.48**¹.
 - c. A compensatory award of **£3,574.46**, being 5 weeks' of net loss earnings and car allowance between 1 October 2018 and 2 November 2018 (£2,728.62), and 5% of 31 weeks' net loss of earnings and car allowance between 5 February 2020 and 14 September 2020.
5. The claimant has failed to prove any loss in relation to his unlawful deductions claim.
6. The age discrimination claim is not well founded, and is dismissed.

Employment Judge Michell

12 November 2020

Written reasons

Written reasons for this decision will not be provided unless asked for by either party by a written request made within 14 days of the sending of this written record of the decision.

Regulation 5 statement

¹ No separate award is made for wrongful dismissal, as the claimant's 1 month notice period overlaps with the first 5 week period of his compensatory award for unfair dismissal.

The first respondent is hereby advised of its duties under Regulation 6 of SI 1996/2349 to give certain information to the Secretary of State within the time specified in Regulation 6(2)&(3). The respondent is referred to the terms of Regulations 7 & 8 below, which in so far as may be material provide as follows:

7 Postponement of awards

- (1) This Regulation shall have effect for the purpose of postponing relevant awards in order to enable the Secretary of State to initiate recoupment under Regulation 8 below.
- (2) Accordingly—
 - (a) so much of the monetary award as consists of the prescribed element;
 - (b) payment of any remuneration to which an employee would otherwise be entitled under a protective award,shall be treated as stayed ... as respects the relevant employee until—
 - (i) the Secretary of State has served a recoupment notice on the employer; or
 - (ii) the Secretary of State has notified the employer in writing that he does not intend to serve a recoupment notice...

8 Recoupment of benefit

- (1) Recoupment shall be initiated by the Secretary of State serving on the employer a recoupment notice claiming by way of total or partial recoupment of jobseeker's allowance [, income-related employment and support allowance] [universal credit] or income support the appropriate amount, computed, as the case may require, under paragraph (2) or (3) below.
- (2) In the case of monetary awards the appropriate amount shall be whichever is the less of the following two sums—
 - (a) the amount of the prescribed element (less any tax or social security contributions which fall to be deducted therefrom by the employer); 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 period to which the prescribed element is attributable [or
 - (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.]...
- (4) A recoupment notice shall be served on the employer by post or otherwise and copies shall likewise be sent to the employee and, if requested, to the Secretary of the Tribunals.
- (5) The Secretary of State shall serve a recoupment notice on the employer, or notify the employer that he does not intend to serve such a notice, within the period applicable, as the case may require, under paragraph (6) or (7) below, or as soon as practicable thereafter.
- (6) In the case of a monetary award the period shall be—

(a) in any case in which the tribunal at the hearing announces to the parties the effect of its decision as described in Regulation 4(4) above, the period ending 21 days after the conclusion of the hearing or the period ending 9 days after the decision has been sent to the parties, whichever is the later; or

(b) in any other case, the period ending 21 days after the decision has been sent to the parties...

(8) A recoupment notice served on an employer shall operate as an instruction to the employer to pay, by way of deduction out of the sum due under the award, the recoupable amount to the Secretary of State and it shall be the duty of the employer to comply with the notice. The employer's duty under this paragraph shall not affect his obligation to pay any balance that may be due to the employee under the relevant award.

(9) The duty imposed on the employer by service of the recoupment notice shall not be discharged by payment of the recoupable amount to the employee during the postponement period or thereafter if a recoupment notice is served on the employer during the said period.

(10) Payment by the employer to the Secretary of State under this Regulation shall be a complete discharge in favour of the employer as against the employee in respect of any sum so paid but without prejudice to any rights of the employee under Regulation 10 below.

(11) The recoupable amount shall be recoverable by the Secretary of State from the employer as a debt.

[(12)] For the purposes of paragraphs (2)(b)(ii) and (3)(b)(ii), 'earned income' has the meaning given in regulation 52 of the Universal Credit Regulations 2013.]