



EMPLOYMENT TRIBUNALS

Claimant: Mr D Afonso and 69 others

Respondents: (1) Twenty-Four Seven Recruitment Services Limited
(2) Tempay Ltd – In Voluntary Liquidation
(3) Wincanton Group Ltd
(4) DHL Services Ltd

Heard at: Bristol

On: 21 & 22 December 2020 (22 December in Chambers)

Before: Employment Judge Livesey

Representation:

Claimants: Mr Margo, counsel (40 Claimants)
Mr Street, solicitor (30 Claimants)

Respondents: Mr Bromige, counsel for the First Respondent
No other Respondent attended or was represented

JUDGMENT

In relation to the preliminary issues for determination at the hearing;

1. The terms and conditions of the Claimants' employment with the First and/or Second Respondent from time to time were as set out in the Schedule attached to this Judgment.
2. To the extent that any of the Claimants entered into new terms and conditions and/or experienced variations in their terms between 2012 and May 2015, those terms were void because they arose by reason of a transfer or for a reason or principal reason connected with a transfer which was not an economic, technical or organisational reason entailing changes in the numbers and functions of employees.
3. All parties will, on or before 15 January 2021, supply dates of unavailability for a Case Management Preliminary Hearing which will be conducted by telephone in the period February to April 2021 in which the future conduct of the claims will be discussed and further issues identified and listed for hearing.

REASONS

1. Claims and procedural background

- 1.1 In 2015, 240 Claimants brought claims against six Respondents in which they complained of breaches of the Agency Workers Regulations 2010, unlawful deductions from wages and unpaid holiday pay.
- 1.2 After initial case management, a number of issues were addressed and dealt with by Employment Judge Mulvaney at a hearing in July 2017; issues of transfer under TUPE and compliance with regulation 10 of the Agency Worker Regulations. At that point, there were 191 Claimants. As a result of that Judgment, claims against two of the Respondents were dismissed, leaving the four remaining Respondents.
- 1.3 Attempts to have that Judgment reconsidered and overturned on appeal both failed. Although some of the reasons for the Judgment were altered, the Employment Appeal Tribunal dismissed the First Respondent's appeal on 16 October 2018.
- 1.4 Further Case Management Preliminary Hearings were conducted on 15 May and 24 July 2020. At the first of those hearings, case management directions were issued to enable the identification of lead claimants in respect of groups of workers who were in the same factual position. At the hearing in July, the issues for determination at this hearing were identified and agreed (see below) and the matter was listed with appropriate case management directions.
- 1.5 A number of Claimants fell by the wayside, either having withdrawn their claims or having been dismissed from proceedings as a result of their inaction, not having been represented. There are now 70 Claimants left, represented by Messrs Pattinson and Brewer (40) and Tom Street and Co. (30). A full Schedule is attached to this Judgment, below.
- 1.6 It was agreed between the parties at the start of the hearing that Mr Afonso would be substituted for Mr Wysocki as a lead Claimant for Group A and paragraph 37.3 of the Case Summary of 24 July 2020 is duly varied to that effect.

2. Evidence

- 2.1 The following witnesses gave evidence on behalf of the Claimants;
 - 2.1.1 Mr D Dias;
 - 2.1.2 Mr Afonso;
 - 2.1.3 Mr Vales;Mr M Dias and Mr Soares were not called. Their witness statements were read and limited weight was consequently placed upon issues within them which were contested.
- 2.2 The First Respondent called no evidence.

- 2.3 The parties produced the following documents;
- C1 Opening Note (Pattinson & Brewer Claimants);
 - C2 Skeleton Argument (Tom Street Claimants);
 - R1 Hearing Bundle. The large bundle produced at the hearing proved to have been an old version of the one upon which the representatives were working. They did not match. Over lunch, Mr Bromige was able to produce a small bundle of the essential documents necessary for his cross examination, although a full electronic version of the new bundle was also made available;
 - R2 First Respondent's Skeleton Argument.

3. The issues

- 3.1 The issues for determination at this hearing were identified within paragraphs 1.1 and 1.2 of the Case Management Order of 24 July;
- (i) What were the terms and conditions of the Claimants' employment, from time to time, with either the First and/or Second Respondent, specifically in respect of;
 - (a) Overtime;
 - (b) Shift allowance;
 - (c) Hourly rate of pay.
 - (ii) Was the reason for the Claimants entering into new terms and conditions and/or experiencing variations in their terms;
 - (a) The transfer; or
 - (b) A reason or principal reason connected with a transfer which was not an economic, technical or organisational reason entailing changes in the numbers and functions of employees; or
 - (c) A reason or principal reason connected with a transfer which was an economic, technical or organisational reason entailing changes in the numbers and functions of employees; or
 - (d) A reason unconnected with a transfer.
- 3.2 The rationale for the choice of the first issue was set out within paragraphs 35-38 of the Case Summary of 15 May 2020; before any of the Claimants' terms and conditions of employment could have been compared with those of the Third and Fourth Respondents, the nature of those terms had to be established. That exercise did not need to have involved the Third and Fourth Respondent.
- 3.3 In preparation for the hearing, it had become clear that the issues of dispute between the parties were very narrow indeed. A Schedule is attached which reflects the extent of that agreement; all rates of pay and terms in relation to shift allowances were agreed, as too were overtime rates for the Group C and D Claimants.

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- 3.4 Overtime rates were also agreed for Group A and B Claimants, but the issue which remained was whether those rates were contractual.
- 3.5 A large portion of the Claimants' witness evidence covered the period after the claims had been issued. It was accepted by Mr Margo on behalf of the Pattinson and Brewer Claimants that the post-May 2015 rates/terms were irrelevant. The claims had been issued in that month and no application had been made to amend them to claim differentials beyond that point. Mr Street suggested, however, that the words '*compensation from the qualifying date*' within paragraph 30 (ii) of the Claim Form enabled the Tribunal to consider all future pay differentials beyond the date of issue. The Judge did not agree; if there were additional claims to have been brought, amendments would need to be made. A Claim Form could not be issued to cover *future* events and/or claims.
- 3.6 As to the second issue in paragraph 3.1 (ii) above, at the start of the hearing, the First Respondent clarified that it was no longer seeking to advance such an argument. Since the second Respondent was not present to advance it either, the terms to paragraph 2 of the Judgment were agreed by consent.

4. Facts

- 4.1 The following factual findings were made on the balance of probabilities. Findings were restricted to matters which were necessary for a determination of the remaining issues. Page references cited in these Reasons are to pages within the hearing bundle R1 and citations are in square brackets, thus [1].
- 4.2 There were a number of factual findings reached by Employment Judge Mulvaney which were relevant to a determination of the issues and relevant paragraph numbers to her Reasons have been cited in braces, thus {1}.

Factual overview

- 4.3 By way of useful background, paragraphs 6 to 16 of the Reserved Judgment of Employment Judge Mulvaney of 11 July 2017 summarised the basic factual matrix. The Claimants were all agency workers. They were supplied by recruitment agencies to work out the South Marston Marks and Spencer Distribution Depot near Swindon. The end user was the Third Respondent (Wincanton) until the Centre was transferred to the Fourth Respondent (DHL) on 3 January 2015.
- 4.4 The Claimants were first engaged by an agency, The Best Connection ('TBC'), under contracts for services but, at various points between December 2011 and July 2012, they entered into contracts of employment with TBC. In September 2012, their employment transferred under TUPE to the First Respondent (Twenty-Four Seven). They then entered into new contracts of employment with the First Respondent before a further transfer under TUPE took place to the Second Respondent (Tempay) in

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April 2013. They then signed new contracts again with the Second Respondent.

4.5 On 27 March 2016, the Claimants transferred back from the Second to the First Respondent. The Second Respondent then went into voluntary liquidation on 19 May 2016, which was not an insolvency for the purposes of TUPE.

4.6 Because the Claimants' employments started at different dates, the terms under which they were employed varied. That feature resulted in them having been considered within different groups (see paragraph 34 of the Case Summary of 15 May 2020);

Group A; those who started before 1 October 2011;

Group B; those who started between 1 October 2011 and 9 September 2012;

Group C; those who started between 9 September 2012 and April 2013;

Group D; those who started after April 2013.

4.7 Membership of each group was identified within the Schedule attached to the Case Management Order of 24 July 2020 and to this Judgment.

TBC contractual terms

4.8 Employment Mulvaney referred to the fact that there had been a number of iterations of the TBC contract {16}.

4.9 To start with, the Claimants had worked under contracts for services. Pay, under those contracts, was not specified beyond it having been stated that *"TBC will pay you remuneration calculated at the agreed hourly rate and overtime rates for each hour worked during an assignment...notified verbally on a per Assignment basis"* [123]. Mr D Dias agreed that, although his own contract was not produced, he signed terms to that effect when he had started in 2010.

4.10 Under the subsequent contracts of employment entered into with TBC, the position remained broadly the same. Clause 4 governed the rate of remuneration {23} [127];

"4.2 Your rates of pay will at all times be no less than the national minimum wage (NMW) currently in force per hour worked. Rates of pay may differ for each Assignment and you will be notified in advance, including any relevant overtime rates."

4.11 An 'Assignment' was specifically defined within the pre-amble as *"the period during which you are assigned to provide services to the Client"* [126]. It also stated that any Assignment Details Report which might have been issued constituted part of an employee's contract {17 & 28} [126].

4.12 Some limited Assignment Details were available; Mr Mendonca's [118-20] and those of Mr Alves [120] and Mr Person [121]. Mr Mendonca's showed

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that new details were issued to him when he changed shift, showing the rate change (he moved from 'Warehouse Op Main PM Core' [118] to 'Warehouse OP Main Days Core' [119] in December 2011 after 4½ months and then back to his old shift after a further 3 months [120]). As agreed in the Schedule attached to this Judgment, different pay rates prevailed for the morning and late or 'back' shifts.

- 4.13 In all of the Assignment Details produced, however, the same term was specified in relation to overtime, irrespective of the shift that the employee worked;

"OT1 PAID AFTER 37.5 HOURS AND BANK HOLIDAYS"

- 4.14 It might have been assumed that each employee received Assignment Details in respect of their work at the Distribution Centre, but the evidence of that having happened was patchy; Mr D Dias said that he may have received a copy of the Assignment [118] but, if so, only once and at the start of his work in 2008. Mr Afonso did not see such a document, although he did receive a document which contained pay and overtime rates at the start of his work for TBC, like Mr Dias. Mr Vales did not recall ever getting such a document. He thought that some employees did and others did not.

- 4.15 In accordance with the term referred to in paragraph 4.13 above, Mr Afonso, Mr D Dias, Mr Vales and Mr Soares all stated that they were paid overtime at time and a half for any work undertaken in excess of 37.5 per week, which was not denied by the First Respondent. Mr D Dias said that he was told about the overtime rate, both at the time that his terms were signed at TBC's offices in 2010 and once on site.

- 4.16 The First Respondent sought to make much from another clause of the TBC employment contract. Clause 5.3 [127] created the entitlement to a minimum of a day's pay for any week when no work was undertaken. The entitlement was described as '*Pay Between Assignments*'. None of the witnesses received such a payment because they were always provided with work for at least 1 day/week save Mr Dias. He did receive the payment when he was not required to work.

First Respondent's contractual terms (19 September 2012-April 2013)

- 4.17 As stated previously, the Claimants in Group C signed the new terms at various points as they joined before the transfer to the Second Respondent, but the Group A and B Claimants who transferred, did not.
- 4.18 Mr Afonso, Mr D Dias and Mr Soares all stated that they were promised that their terms and conditions would not change post-transfer. Certainly, that was the position which the First Respondent's FAQs had supported ([158] and [161]) and all of the witnesses indicated that they had received briefings to a similar effect. There was, however, another document which contradicted that evidence; the First Respondent's letter of 28 August

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2012 [141-3] which indicated that “*overtime rates will only apply after 45 hours have been worked*”.

- 4.19 As it turned out, the Claimants who gave evidence either stated that they worked no overtime under the First Respondent in the period from September 2012 to April 2013 or, if they did, the threshold was still regarded as 37.5 hours (Mr Afonso’s evidence).

5. Relevant legal framework

- 5.1 Regulation 10 of the Agency Workers Regulations 2010, otherwise known as the ‘Swedish Derogation’, was revoked by the Agency Workers (Amendment) Regulations 2019 from 6 April 2020. Regulation 10 had allowed for an exception to regulation 5, the pro-rata principle, if certain circumstances were met. Employment Judge Mulvaney found that regulation 10 did not apply, before it was then revoked.
- 5.2 The job now was to identify the terms existing in the agency workers contracts which would enable a comparison to be undertaken under regulation 5 (2). That enquiry was to have been undertaken under regulations 5 (1) and (6).
- 5.3 The narrow issue here focused upon the terms concerning overtime for the Group A and B Claimants.

6. Discussion and conclusions

Argument

- 6.1 The First Respondent accepted that the Claimants were paid overtime at 1.5 times for any work performed in excess of 37.5 hours with TBC and the rates for that overtime were also agreed. What was in dispute was the contractual nature of the arrangement; Mr Bromige argued that each fresh Assignment was a new bargain and that the parties had been contractually free to have agreed new rates as to overtime. When the First Respondent took over, he said, it was entitled to regard it as a new assignment for which it could impose new pay rates under the umbrella of the TBC terms and conditions [126-130].
- 6.2 He accepted, however, that if such freedom did not exist, the overtime rate contended for existed as a contractual term, either by express agreement or through its application by custom and practice.
- 6.3 Mr Bromige drew a number of points to his aid;
- 6.3.1 He stated that Mr Mendonca’s Assignment Details indicated that assignments were time limited to periods of approximately 4 months and, when new assignments had started, they reflected variations in the rates of pay [118-120];

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- 6.3.2 He also relied upon Clause 5.3. The payments for gaps 'between assignments' recognised that work for one client could nevertheless have been broken up into a number of different assignments;
- 6.3.3 Assignment Details were not necessarily accurate. Mr Dias had been told that he was to have received the NMW, but he got more (his payslip at [347] showed an hourly rate above the prevailing NMW at the time).
- 6.4 Each assignment was to have been viewed as equivalent to a fixed term contract. Once over, the employer was free to have imposed new rates, as long as the terms of the guiding, umbrella contract did not change. It was a situation, Mr Bromige argued, akin to that in *Ralton-v-Haverling College of Higher Education* [2001] IRLR 738.
- 6.5 The key to the Claimants' case was the definition of 'Assignment' found in the TBC employment. An assignment was to have been interpreted in relation to 2 factors; a '*period*' of time and '*the Client*' [126]. In relation to the former, none of the written Assignment Details had been time limited in any way [118-122]. The suggestion that assignments were renewed on a 4 monthly basis was unsupported by the evidence. It appeared that Mr Mendonca's Assignment Details had been renewed because his shifts changed, not because any particular period of time had elapsed.
- 6.6 Further, in relation to paragraph 6.3.2. above, Mr Margo and Mr Street argued that it was a fiction to suggest that a form of lay off, during what was otherwise continuous work for one client, constituted a change of assignments or a gap between separate assignments under clause 5.3 of the TBC contract [127]. That clause had been part of the attempts to invoke the exception of regulation 10 of the Agency Workers Regulations which had failed by Employment Judge Mulvaney {77-9}.
- 6.7 The Claimants further argued that the point made in 6.3.3 was illusory. The TBC contract had specified a rate of *not less than* the NMW ([123] and [127]). The fact that Mr Dias was paid more was because he had been assigned to the 'back' shift which demanded a slightly higher rate. Normal day rates were paid at the NMW [119].
- 6.8 Put simply, the Claimants' case was that Group A and Group B Claimants had the benefit of express terms as to overtime; that they would receive pay at time and a half for any hour worked in excess of 37.5/week. The term was communicated verbally at the start of their work for TBC and/or in any written Assignment Details which may have been issued.
- 6.9 Even if Assignments could be said to have changed, the term relating to the overtime threshold remained the same and, as a term, it was reasonable notorious and certain.

Conclusion

- 6.10 The conclusion to be drawn from the evidence as a whole was that assignments were not time limited or fixed terms which were subject to the possibility of renewal or re-issue under different terms. The 'likely duration' of the written Assignment Details was merely specified 'AS ADVISED' [118-121]. Those Claimants who received no written Assignment Details were merely told that they were to have been working on an ongoing contract. The other limb of the contractual definition related to the identity of '*the client*'. The client did not change. Accordingly, the assignments did not end. In reality, the First Respondent could only have contended for an assignment's end if some other feature changed (a change of shift which altered the rate of pay, for example, as in Mr Mendonca's case) but, even then, the key overtime term remained consistent. There was no evidence of any other assignment changes of that type in the case of other Claimants.
- 6.11 Even if it was possible for the assignments under the umbrella of the TBC contract to have been altered so as to have changed the rates or terms as to pay, the First Respondent did not itself affect such changes. It did not claim that any terminations had occurred such that changes might have been possible under the principle in *Ralton* (above). No new assignments were issued and Mr Afonso at least continued to receive overtime after 37.5 hours of work.
- 6.12 Accordingly, since the terms of the assignments were expressly incorporated into the TBC contracts, the threshold term as to overtime was too. The Group A and B Claimants received those terms in one form or another, either in writing or orally, at the start of their placements. The term as to overtime did not change. The client did not change. The assignments did not end. The term passed with them on the transfer. There was no basis for the assertion that they worked under a series of assignments for the same client which enabled the First Respondent to set new terms under the umbrella TBC contract.

Employment Judge Livesey

Date 22 December 2020

JUDGMENT & REASONS SENT TO THE PARTIES ON

23 December 2020

FOR THE TRIBUNAL OFFICE

IN THE BRISTOL EMPLOYMENT TRIBUNAL

BETWEEN:

MR DARIO AFONSO & 71 OTHERS

Claimant

-and-

TWENTY-FOUR SEVEN RECRUITMENT

SERVICES LIMITED

First Respondent

-and-

TEMPAY LIMITED

Second Respondent

-and-

WINCANTON GROUP LIMITED

Third Respondent

-and-

DHL MANAGEMENT

SERVICES LIMITED

Fourth Respondent

SCHEDULE OF RATES OF PAY FOR ALL CLAIMANTS
(INCLUDING OVERTIME AND SHIFT ALLOWANCE)

Class A Rates of Pay

At all material times when TBC were the employer, overtime was paid for any hours worked above 37.5 hours per week. The extent to which that was a contractual entitlement has been determined by the Tribunal and the details below appear in bold italics.

| Date | Hourly Rate of Pay | Overtime Entitlement | Overtime Rate | Shift Allowance |
|---|--|---|------------------|---------------------------|
| October 2008 – September 31 st 2010 | £5.86 for morning shifts (6am – 2pm) £6.21 for afternoon shifts £6.56 for night shifts | <i>Hours worked in excess of 37.5/week</i> | 1.5x hourly rate | 2x hourly rate on Sundays |

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| | | | | |
|--|--|--|------------------|-----|
| 1 st October 2010 – 6 th September 2011 | £5.93 for morning shifts (6am – 2pm) £6.21 for afternoon shifts £6.56 for night shifts | Hours worked in excess of 37.5/week | 1.5x hourly rate | N/A |
| 1 st October 2011 – 8 th September 2012 | £6.08 for morning shifts (6am – 2pm) £6.21 for afternoon shifts £6.56 for night shifts | Hours worked in excess of 37.5/week | 1.5x hourly rate | N/A |
| 9 th September 2012 – 31 st September 2013 | £6.21 for all shifts | Hours worked in excess of 37.5/week | 1.5x Hourly Rate | N/A |
| 1 st October 2013 – 31 st September 2014 | £6.31 | Hours worked in excess of 37.5/week | 1.5x Hourly Rate | N/A |
| 1 st October 2014 – 31 st September 2015 | £6.50 | Hours worked in excess of 37.5/week | 1.5x Hourly Rate | N/A |

Class B Rates of Pay

At all material times when TBC were the employer, overtime was paid for any hours worked above 37.5 hours per week. The extent to which that was a contractual entitlement has been determined by the Tribunal and the details below appear in bold italics.

| | | | | |
|---|--|--|------------------|-----|
| 1 st October 2011 – 8 th September 2012 | £6.08 for morning shifts (6am – 2pm) £6.21 for afternoon shifts £6.56 for night shifts | Hours worked in excess of 37.5/week | 1.5x hourly rate | N/A |
|---|--|--|------------------|-----|

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| | | | | |
|--|----------------------|--|------------------|-----|
| 9 th September 2012 – 31 st September 2013 | £6.21 for all shifts | Hours worked in excess of 37.5/week | 1.5x Hourly Rate | N/A |
| 1 st October 2013 – 31 st September 2014 | £6.31 | Hours worked in excess of 37.5/week | 1.5x Hourly Rate | N/A |
| 1 st October 2014 – 31 st September 2015 | £6.50 | Hours worked in excess of 37.5/week | 1.5x Hourly Rate | N/A |

Class C Rates of Pay

| | | | | |
|--|----------------------|-------------------------|------------------|-----|
| 9 th September 2012 – 31 st September 2013 | £6.21 for all shifts | 45 hrs or Bank Holidays | 1.5x Hourly Rate | N/A |
| 1 st October 2013 – 31 st September 2014 | £6.31 | 45 hrs or Bank Holidays | 1.5x Hourly Rate | N/A |
| 1 st October 2014 – 31 st September 2015 | £6.50 | 45 hrs or Bank Holidays | 1.5x Hourly Rate | N/A |

Class D Rates of Pay

| Date | Hourly Rate of Pay | Overtime Entitlement | Overtime Rate | Shift Allowance |
|--|---------------------------|-----------------------------|----------------------|------------------------|
| April 2013 – 31 st September 2013 | £6.21 | 45hrs or Bank Holidays | 1.5x Hourly Rate | N/A |
| 1 st October 2013 – 31 st September 2014 | £6.31 | 45hrs or Bank Holidays | 1.5x Hourly Rate | N/A |
| 1 st October 2014 – 31 st September 2015 | £6.50 | 45hrs or Bank Holidays | 1.5x Hourly Rate | N/A |

40 CLAIMANTS REPRESENTED BY PATTINSON & BREWER

| | Case no. | Claimant | Category |
|------------|-----------------|--------------------|-----------------|
| 1. | 1400846/2015 | Mr D Afonso | A |
| 2. | 1400878/2015 | Mrs S Clement | D |
| 3. | 1400884/2015 | Mr V Cunha | B |
| 4. | 1400891/2015 | Mr JS D'Souza | A |
| 5. | 1400900/2015 | Mr EA Da Silva | A |
| 6. | 1400910/2015 | Mrs F de Souza | A |
| 7. | 1400912/2015 | Miss P Demelo | A |
| 8. | 1400917/2015 | Mr JT Desouza | B |
| 9. | 1400918/2015 | Mr RD Deulkar | A |
| 10. | 1400920/2015 | Mr C Dias | C |
| 11. | 1400922/2015 | Mr D Dias | A |
| 12. | 1400940/2015 | Mrs M Do Rego | D |
| 13. | 1400947/2015 | Mr P Fernandes | A |
| 14. | 1400948/2015 | Mr A Fernandes | D |
| 15. | 1400959/2015 | Mr CM Fernandes | A |
| 16. | 1400964/2015 | Mr M Fernandes | A |
| 17. | 1400981/2015 | Mr X Fernandes | B |
| 18. | 1400984/2015 | Mr I Fox | A |
| 19. | 1401001/2015 | Mrs R Gurung | A |
| 20. | 1401006/2015 | Mr J Law | B |
| 21. | 1401008/2015 | Mr SG Lotliker | D |
| 22. | 1401009/2015 | Miss S Maliszewska | A |
| 23. | 1401012/2015 | Mr P Mascarenhas | B |
| 24. | 1401015/2015 | Mrs S Menezes | C |
| 25. | 1401018/2015 | Mr AA Naique | A |
| 26. | 1401027/2015 | Mr C Pereira | A |
| 27. | 1401038/2015 | Mr A Pinto | A |
| 28. | 1401043/2015 | Mr C Quadros | A |
| 29. | 1401044/2015 | Mrs P Rebello | A |

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| | | | |
|------------|--------------|-------------------|---|
| 30. | 1401045/2015 | Mr DM Rego | B |
| 31. | 1401050/2015 | Mr C Rodrigues | C |
| 32. | 1401051/2015 | Mrs V Rodrigues | A |
| 33. | 1401055/2015 | Miss TF Rodrigues | B |
| 34. | 1401056/2015 | Mr NJ Rodrigues | A |
| 35. | 1401060/2015 | Mrs SA Rodrigues | A |
| 36. | 1401062/2015 | Mr J Rosario | A |
| 37. | 1401066/2015 | Mr CD Silveira | A |
| 38. | 1401069/2015 | Mr S Soares | B |
| 39. | 1401072/2015 | Mr AA Travasso | B |
| 40. | 1401085/2015 | Mr M Wysocki | A |

30 CLAIMANTS REPRESENTED BY TOM STREET

| | Case no. | Claimant | Category |
|------------|-----------------|-----------------------|-----------------|
| 1. | 1400847/2015 | Mr A Afonso | A |
| 2. | 1400859/2015 | Mr C Alves | A |
| 3. | 1400868/2015 | Mrs P Cardoso | A |
| 4. | 1400876/2015 | Mr AM Carvalho | A |
| 5. | 1400877/2015 | Mr FD Chan | A |
| 6. | 1400879/2015 | Mr S Colaco | A |
| 7. | 1400881/2015 | Mr F Cortez | B |
| 8. | 1400882/2015 | Mr CM Cortez | B |
| 9. | 1400888/2015 | Mr OE D'Souza | B |
| 10. | 1400907/2015 | Mr YF de Souza | A |
| 11. | 1400915/2015 | Mr SP Desouza | A |
| 12. | 1400921/2015 | Mr M Dias | C |
| 13. | 1400923/2015 | Mr R Dias | B |
| 14. | 1400924/2015 | Ms T Dias | D |
| 15. | 1400926/2015 | Mr C Dias | A |
| 16. | 1400932/2015 | Mr DX Dias | A |
| 17. | 1400937/2015 | Mr V Dias E Fernandes | B |

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| | | | |
|------------|--------------|------------------|---|
| 18. | 1400946/2015 | Mr J Fernandes | B |
| 19. | 1400949/2015 | Mr RS Fernandes | A |
| 20. | 1400958/2015 | Mr J Fernandes | A |
| 21. | 1400977/2015 | Ms ME Fernandes | ? |
| 22. | 1401016/2015 | Mr VP Miranda | ? |
| 23. | 1401041/2015 | Mr M Pinto | A |
| 24. | 1401047/2015 | Mrs I Rodrigues | A |
| 25. | 1401048/2015 | Mr N Rodrigues | A |
| 26. | 1401054/2015 | Miss A Rodrigues | A |
| 27. | 1401068/2015 | Mr R Siqueira | A |
| 28. | 1401074/2015 | Mr M Vales | A |
| 29. | 1401079/2015 | Mr F Vas | B |
| 30. | 1401081/2015 | Mr E Vas | B |