EMPLOYMENT TRIBUNALS

Claimant: Mr J Dodd

Respondent: Dunchaul Ltd

Heard at: **Bristol (by video-CVP) On:** **11 and 12 January 2021**

Before: **Employment Judge Livesey**

Representation:
Claimant: In person
Respondent: Mr Blitz, counsel

REASONS

JUDGMENT having been sent to the parties on 22 January 2021 and written reasons having been requested in accordance with Rule 62(3) of the Employment Tribunals Rules of Procedure 2013, the following reasons are provided:

1. The claim

1.1 By a Claim Form dated 18 March 2020, the Claimant brought complaints of unfair dismissal under ss. 103A, 95 and 98 of the Employment Rights Act; he complained of automatically unfair dismissal following public interest disclosures and constructive unfair dismissal.

2. The evidence

2.1 The Claimant gave evidence in support of his case and, on behalf the Respondent, the following witnesses were called;

- Mr Duncan - Managing Director;
- Mr Webster - a neighbour of both the Claimant and Mr Duncan;
- Mr Courtney - an HGV mechanic with the Respondent;
- Mr Lawson - a grab lorry driver with the Respondent;
- Mr Kotze - the Respondent's former employee.

2.2 An agreed hearing bundle of documents was produced (R1).

3. Relevant background

3.1 Following a review of the Claim and Response Forms at rule 26 stage, the Tribunal directed that the Claimant should provide further information in relation to his claim, which he did on 19 May 2020. The case was then listed for hearing on 10 July and standard directions were issued which required, amongst other things, the hearing bundle to have been agreed by 30 November and witness statements to have been exchanged by 14 December.

3.2 DAS Law came on record for the Respondent on 13 October 2020. There were then problems concerning the Respondent's compliance with the directions order and the file was transferred between fee earners. Despite the problems, the Respondent's representatives indicated, on 10 December, that they were nearly ready and they were working towards the hearing dates. On 5 January 2021, however, an application for a postponement was made, based upon delays which occurred in agreeing the bundle and exchanging witness statements. That application was refused for the reasons set out in the Tribunal's letter of 8 January.

3.3 On 6 January, the Respondent made another application, this time to amend its Response. At the start of the hearing that application was not opposed by the Claimant. The amendments merely served to clarify the Respondent's defence.

3.4 In light of the new imposed government lockdown in the week before the hearing, the Tribunal wrote to indicate that the case was to have been heard by video (CVP). Although the Claimant initially telephoned the Tribunal to complain about the change, he ultimately consented by an email received at 4:15 pm on 8 January.

4. The hearing

4.1 During the hearing, the Claimant raised the fact that he had a recording of a meeting which had taken place on 25 September 2019 which featured in the evidence. He had not disclosed the recording to the Respondent but he wished to play it in the event that there remained a dispute about what was discussed. Having aired the issue with the parties initially, it was put to one side to be considered later in the hearing. In light of the findings which are set out below, there was no need to revisit the issue and/or consider playing the recording because the Claimant's evidence about what was said at the meeting was broadly accepted.

5. The issues

5.1 The issues were discussed at the start of the hearing on the basis of what had been disclosed within the Claim Form and the further information which

the Claimant had filed on 14 May 2020 (pages 26 to 34 of the hearing bundle, R1).

5.2 In relation to the disclosures, the Claimant asserted that disclosures were made on various dates, including 25 September 2019, which had all been made verbally to Mr Duncan, the Managing Director, and/or Mr Langdon, the Transport Manager. The subject matter of the disclosures concerned breaches of legal obligations or issues of health and safety under s. 43B (1)(b) and/or (d).

5.3 The treatment which allegedly led to the Claimant's resignation and which was said to have occurred because he had made disclosures and/or which constituted fundamental breaches of his contract, was as follows;

(i) The subject of the disclosures (the legal obligations which were breached and/or health and safety issues) constituted a failure on the Respondent's part to maintain the duty of trust and confidence and/or to ensure that the Claimant was reasonably safe whilst at work. In other words, the Claimant alleged that he had been made to work in circumstances which were improper, illegal and/or unsafe;

(ii) The Claimant further alleged that he been badly treated for having made the disclosures.

5.4 The Respondent argued that the matters complained of had not caused the Claimant to resign. He had resigned for other reasons. The Respondent further argued that the older alleged breaches had been waived and the contract affirmed.

6. The facts

6.1 The following factual findings were reached on a balance of probabilities. Findings were limited to matters which were necessary for a determination of the issues. Any pages cited in these Reasons are to pages within the hearing bundle, R1, and have been provided in square brackets.

6.2 The Respondent is a haulage company based at Landrake, near Plymouth in Cornwall. The Managing Director is Mr Duncan.

6.3 The Claimant was employed from 27 June 2016 as an HGV driver. His contract and the Employee Handbook were both produced in evidence ([45-53] and [55-72] respectively).

6.4 The Respondent employs a number of HGV drivers, but only 12 employees overall according to its Response [19]. Among them is Mr Langdon, the Transport Manager, and Mr Courtney, the HGV mechanic.

6.5 The Respondent has to ensure that its vehicles are roadworthy. The Claimant accepted that Mr Courtney undertook six weekly checks of each vehicle. Drivers also had a duty to inspect their vehicles daily. The Claimant further accepted that the Respondent's safety record was good and that it was regarded as an exemplary employer by VOSA.

Disclosures

6.6 The Claimant alleged that he made numerous disclosures to Mr Duncan and Mr Langdon verbally over the course of his employment. Mr Duncan accepted that a number of disclosures had been made . He said that "*every minor issue was raised by John at every opportunity even when there was no issue*" (paragraph 3 of his witness statement). The following were relied upon;

(i) Hire Charts

The Claimant alleged that the Respondent's request to ask him and other drivers to alter Hire Charts led to improper financial gain. The Respondent was paid for the hours of driving and waiting time that its drivers undertook. The Claimant's case was that he and others were asked to add waiting times that were claimed on Hire Charts to increase the Respondent's pay, or to inflate the number of loads which had been undertaken, if they were made to wait. For example, on 6 January 2020, the Claimant was required to wait to offload at a customer's site for approximately ¾ hour. He was asked to claim for 6 loads, not the 5 which he had actually undertaken. He said that he had raised concerns about the practice on 25 September 2019 and 6 January 2020 with Mr Duncan.

Mr Duncan said that he could not remember the Claimant having raised the issue on 25 September, but he did remember it having been raised on 6 January. He acknowledged that the Claimant may also have raised the issue with Mr Langdon on other occasions.

Having considered the evidence and, despite the Claimant's witness statement omitting reference to the disclosure on 25 September, it was concluded that the issue probably had been raised; the Claimant's evidence was clear on the issue. He accepted in cross examination, however, that there was an industry practice of allowing hauliers to charge waiting time or an extra load in the event that a driver was required to wait. The issue for the Claimant on 6 January was that the client's Ganger had approved the additional load, not the client itself. The Respondent saw no difference, since the Ganger had authority to approve the adding of a load.

(ii) Weighbridge tickets

The Claimant further alleged that he and other drivers were asked to complete weighbridge tickets incorrectly. If a customer had ordered 20 tons but the weight at the weighbridge was only 18 tons, he alleged that drivers were asked to ensure that the delivery ticket showed that 20 tons was being supplied. The Claimant relied upon an example from 6 November 2019 [84]; he alleged that the weight at the weighbridge had been less than 19 tons, yet the client was billed for 19.25 tons.

Mr Duncan could not remember the issue having been raised with him, but he explained that his customers were always made aware that the Respondent could not deliver 20 tons of load and that Mr Langdon, who took the orders, always told customers that they would get *nearly* 20 tons, because that was the most that the vehicles could carry.

Again, the Claimant's evidence on the issue was very specific, particularly about the matter having been raised on 25 September 2019 and it was concluded that the disclosure probably was made.

(iii) Weight restriction at Lostwithiel

The Claimant alleged that a descent on a hill near Lostwithiel had a vehicle weight restriction on it of 18 tons. He and his colleagues were required to use the road but he and one other driver refused because of the restriction and the longer, legal route which he had to take resulted in him having carried one load less than his colleagues at the end of a working day. He alleged that the Respondent (Mr Duncan) had told him to use the same route as the other drivers but he maintained that it was illegal to do so and that the Highways Agency had confirmed his view. The events had occurred towards the end of 2019.

Mr Duncan agreed that the Claimant had raised the issue at a Toolbox talk. He took the matter up with a local policeman who he knew and was told that the Claimant could have legitimately used the quicker route. He fed that back to him. Ultimately, however, Mr Duncan said that the Claimant was the driver and it was his responsibility to drive where he was legally permitted to do so. It had not been an issue for him for the Claimant to have continued to take the detour.

(iv) Unauthorised loads

The Claimant claimed that he was required to take topsoil and hard-core to a farm which accepted the material under a statutory permission which contained limits. When the farm owner's topsoil limit was exceeded, however, the Claimant was told to continue to transport topsoil but record it as hard-core. The issue was raised with Mr Duncan around the middle of 2019.

Mr Duncan was much more specific about that issue; he was adamant that the Claimant had not raised the matter with him or Mr Langdon. The nature of the Claimant's evidence was also less clear on the point; he could not remember the date of the event, the precise nature of the disclosure or the recipient. It was concluded that the matter was probably not raised by him as alleged.

(v) Vehicle defects

The Claimant alleged that a number of vehicle defects were also raised. To start with, he alleged that there was a worn tyre on the Respondent's dumper truck which was used at the Moorcroft Quarry. He claimed that

he was nevertheless told to drive it, which he refused to do. He threatened to contact Aggregate Industries, the quarry operators, for a second opinion. He also threatened to contact VOSA. This disclosure was made to Mr Duncan in or around the middle of 2019.

Mr Duncan remembered the issue. The dumper truck was only used in the quarry and not on public roads. It was only required to drive a few hundred yards at speeds of less than 10 mph. He spoke to Mr Courtney about the Claimant's concern but, given the nature of the defect and the vehicle's use, Mr Courtney assured him that it was safe to drive. The tie was nevertheless changed the following day.

The Claimant also alleged that he made disclosures about a concrete mixer which was used to go to and from the same quarry in 2017 or 2018. He complained that it was frequently overloaded because old, hardened concrete had been left in the drum. That disclosure was denied by Mr Duncan. It was very old and the Claimant's evidence was much less clear than in other respects. It was concluded that, on the balance of probabilities, it was not made as alleged.

The Claimant also raised complaints in respect of holes in two butts (tippers) which allowed material to leak. Mr Duncan accepted that the first hole, in respect of a DAF vehicle, had been raised with him. It was a minor defect but was nevertheless repaired. Mr Courtney accepted that the second hole, in respect of a Mercedes vehicle, was raised with him.

The Claimant also raised a concern about a hydraulic leak from a ram on his vehicle. Mr Courtney remembered the defect but was very clear that it was inside permitted tolerances (less than 85 ml/5 mins) but it was also rectified in any event.

The Respondent's case was that other issues were raised by the Claimant which were extremely minor and of no material consequence; a problem with a mudflap, a water tanks compatibility with another vehicle, despite it having been factory fitted, and a problem with a transmission warning light, which was of no consequence to the vehicle's safe operation.

6 January 2020

6.7 On 6 January 2020, a Monday, two issues were discussed between the Claimant and Mr Duncan. The Respondent had a voucher scheme through which it rewarded drivers who had not caused damage to their vehicles. The reward was a £100 Argos voucher. The Respondent handed out the vouchers at the start of each year but the Claimant did not get one because, according to the Respondent, his vehicle had sustained significant damage, as shown on certain photographs [162-183]. The Claimant and Mr Duncan also discussed the Hire Chart issue regarding the extra load added in respect of the Claimant's waiting time that day (see above).

6.8 The Claimant asserted that he had a "*confrontation*" which caused him to "*lose the plot ending in a mental breakdown*" (see his further information dated 14 May 2020 [26]). He accepted in evidence that he "*lost his rag*" and stormed out of their discussion which had been held in the drivers' rest room.

6.9 The Claimant then sent two text messages. In the first one, he said that he had started to look for other work and that his colleagues were no longer operating as a team [102]. He sent that message to all of the Respondent's staff. In the second, he stated that 'today' had been a 'fuck up'. He pleaded "*please don't ask me to put an extra load on my paperwork unless it is legal to do so*" and alleged that "*greed is a horrible thing*" [103-4]. He sent that text to Mr Duncan, Mr Langdon and Mr Courtney.

6.10 Mr Duncan took legal advice from the Federation of Small Businesses about the texts. He was advised to hold an investigatory meeting. In cross-examination, the Claimant accepted that he should have not sent the texts and that Mr Duncan had been justified in calling him to a meeting to discuss them. He stated that he had been 'in a bad place' mentally at the time.

6.11 A fact finding meeting was held on 8 January 2020. Mr Duncan, the Claimant and a notetaker were present but the notes were disputed by the Claimant [75-7]. It was accepted by the Respondent that the Claimant raised a number of issues about vehicles (an issue with a tyre, a transmission fault and a loose mud flap). He was asked about the texts. He stated that he had been "*at the end of his tether*", had been looking for another job and the texts had been a means of getting out his "*rage*". He indicated that his depression had deteriorated and that his medication had been increased.

6.12 On 8 or 9 January, the Claimant received an offer of alternative employment. He resigned on the 9th and telephoned Mr Duncan who agreed to waive the requirement for him to give 2 weeks' notice. In a farewell note to his colleagues, the Claimant referred to "*mental health issues, work issues and family issues*" as the reasons for his departure [158].

6.13 On 13 January 2020, the Claimant commenced new employment.

6.14 There was a significant amount of evidence about when the offer of new work had been made; Mr Lawson asserted that the Claimant's daughter had told him that it had been on 8 January, Mr Kotze said that the Claimant had been looking for work since December 2019 and Mr Lawson's evidence was to similar effect. The Claimant accepted that he had had 'feelers' out for other work for some time [101]. He had indicated a desire to leave to prospective employers [123] and had not made a secret of looking elsewhere [76]. Whether his new work was formally

offered to him on 8 or 9 of January was of no practical importance but, in closing submissions, the Claimant conceded that it had been on the 8th as stated above.

6.15 Later on in 2020, it was clear that the Claimant continued to receive medication for depression, as revealed by his GP's letter of 24 July 2020 [110].

7. Conclusions

Disclosures; relevant legal framework

7.1 First, I had to determine whether there had been disclosures of '*information*' or facts, which was not necessarily the same thing as a simple or bare allegation (see the cases of *Geduld-v-Cavendish-Munro* [2010] ICR 325 in light of the caution urged by the Court of Appeal in *Kilraine-v-Wandsworth BC* [2018] EWCA Civ 1346). An allegation could contain '*information*'. They were not mutually exclusive terms, but words that were too general and devoid of factual content capable of tending to show one of the factors listed in section 43B (1) would not generally be found to have amounted to '*information*' under the section. The question was whether the words used had sufficient factual content and specificity to have tended to one or more of the matters contained within s. 43B (1)(a)-(f) (see, further, *Simpson-v-Cantor Fitzgerald* UKEAT/0016/18). Words that would otherwise have fallen short, could have been boosted by context or surrounding communications. For example, the words "*you have failed to comply with health and safety requirements*" might ordinarily fall short on their own, but may constitute information if accompanied by a gesture of pointing at a specific hazard. The issue was a matter for objective analysis, subject to an evaluative judgment by the tribunal in light of all the circumstances.

7.2 Next, I had to consider whether the disclosure indicated which obligation was in the Claimant's mind when the disclosure was made such that the Respondent was given a broad indication of what was in issue (*Western Union-v-Anastasiou* UKEAT/0135/13/LA).

7.3 I also had to consider whether the Claimant had a reasonable belief that the information that he had disclosed had tended to show that the matters within s. 43B (1)(b) or (d) had been or were likely to have been covered at the time that any disclosure was made. To that extent, I had to assess the objective reasonableness of the Claimant's belief at the time that he held it (*Babula-v-Waltham Forest College* [2007] IRLR 3412, *Korashi-v-Abertawe University Local Health Board* [2012] IRLR 4 and *Simpson*, above). 'Likely', in the context of its use in the sub-section, implied a higher threshold than the existence of a mere possibility or risk. The test was not met simply because a risk *could* have materialised (as in *Kraus-v-Penna* [2004] IRLR 260 EAT). Further, the belief in that context had to have been a *belief* about the information, not a doubt or an uncertainty (see *Kraus* above).

7.4 'Breach of a legal obligation' under s. 43B (1)(b) was a broad category and has been held to include tortious and/or statutory duties such as defamation (*Ibrahim-v-HCA* UKEAT/0105/18).

7.5 Next, I had to consider whether the disclosures had been '*in the public interest.*' In other words, whether the Claimant had held a reasonable belief that the disclosures had been made for that purpose. I had to consider the objective reasonableness of the Claimant's belief at the time that he possessed it (see *Babula* and *Korashi* above). That test required me to consider his personal circumstances and ask myself the question; was it reasonable for him to have believed that the disclosures were made in the public interest when they were made.

7.6 The '*public interest*' was not defined as a concept within the Act, but the case of *Chesterton-v-Normohamed* [2017] IRLR 837 was of assistance. Supperstone J decided that the public interest may have been limited to a small group of 100 or so employees. The Court of Appeal confirmed the decision and determined that it was the character of the information disclosed which was key, not the number of people apparently affected by the information disclosed. There was no absolute rule. Further, there was no need for the 'public interest' to have been the sole or predominant motive for the disclosure. As to the need to tie the concept to the reasonable belief of the worker;

> "*The question for consideration under section 43B (1) of the 1996 Act is not whether the disclosure per se is in the public interest but whether the worker making the disclosure has a reasonable belief that the disclosure is made in the public interest*" (per Supperstone J in the EAT, paragraph 28).

7.7 The position was to be compared with a disclosure which was made for purposes of self-interest only, as in *Parsons-v-Airplus International Ltd* UKEAT/0111/17).

7.8 Finally, I did not have to determine whether the disclosures had been made to the right class of recipient since the Respondent accepted that they had been made to the Claimant's 'employer' within the meaning of section 43C (1)(a).

<u>Disclosures; conclusions</u>

7.9 Each of the alleged disclosures were considered separately;

(i) Hire Charts

I had found that disclosures had been made on 25 September 2019 and 6 January 2020, but they appeared to have been about process, not any legal obligation and/or health and safety issue. The Claimant had accepted the existence of the industry practice in respect of waiting time and that the Ganger on site had agreed to the adding of an extra load on 6 January.

Accordingly, I could not see that the Claimant had made a disclosure about a matter which was covered by s. 43B since the disclosure did not tend to show a breach of a legal obligation or any matter pertaining to health and safety;

(ii) Weighbridge tickets

Again, I found that such disclosures were made. The Claimant had clearly considered or believed that the alterations to the weight had been done to the Respondent's potential gain and to the clients' disadvantage. It was an alleged breach of the contract between the Respondent and the clients. If true, it was therefore a disclosure about a breach of a legal obligation. I also considered that it was in the public interest because the public (perhaps not just the Respondent's clients) had an interest in businesses operating sharp practices of that sort.

(iii) Weight restriction at Lostwithiel

The Claimant made a disclosure which was covered by s. 43B (1)(b) and/or (d). That disclosure was also in the public interest because of the potential danger caused to other road users.

(iv) Unauthorised loads

This disclosure was not proved.

(v) Vehicle defects

The disclosure in respect of the concrete mixer was not proved but other disclosures in respect of the dumper truck, the butt holes and the hydraulic ram were. They had all disclosed issues of a health and safety nature and the subject matter was in the public interest because of the potential harm that might have been caused to other road users or users of the dumper at the quarry.

7.10 Having established that certain disclosures were made, the next question was whether the Claimant was constructively dismissed because of them. That really involved two questions;

(i) Whether he suffered treatment because of the disclosures which fundamentally breached the contract of employment. In that respect, the Claimant only needed to prove a prima facie case before the Respondent had to explain itself (see *Kuzel-v-Roche* [2008] IRLR 530);

(ii) Whether he resigned because of that treatment.

7.11 In respect of the first question, the Claimant complained of poor treatment because of his disclosures but he did not describe what that treatment had been either in his Claim Form, the further and better particulars or his witness statement. In fact, in his witness statement at paragraph 3, having made the disclosures, the Claimant said that the Respondent carried on regardless.

7.12 As to the meeting of 8 January, the Claimant accepted that the Respondent had been justified in convening the meeting and he regretted sending the text messages. In my judgment, the meeting had not been convened because the Claimant had made the disclosures referred to above. It had been convened for the reasons explained by the Respondent. There was no real basis for the Claimant's belief that he would have been pushed if he had not jumped, as he claimed. In fact, in evidence, he accepted that he did not necessarily expect to have been dismissed at the end of the process which began on that day.

7.13 The Claimant repeatedly asserted that Mr Duncan had it in for him and/always looking to get rid of him. He therefore felt, he said, that he should have left before he had been dismissed. Having heard all the evidence, I was not satisfied that that was the case. I was not satisfied that the Respondent committed any fundamental breach which entitled the Claimant to resign and claim constructive unfair dismissal because he had made public interest disclosures.

7.14 As to the second issue of caution set out in paragraph 7.11 above, see below.

7.15 Having dealt with the claim under s.103A, that nevertheless left the Claimant's 'ordinary' constructive unfair dismissal complaint which was put on the basis of him having been made to work in an improper and/or dangerous manner in breach of his contract, which was presumed to have been an alleged breach of the duty to preserve his health and safety and/or the duty to maintain the implied term of trust and confidence.

Constructive dismissal; relevant legal framework

7.16 The implied term of trust and confidence was not breached merely if an employer behaved unreasonably, although such conduct could point to such a breach evidentially. However, it was breached if an employer participated in conduct which was calculated or likely to have caused serious damage to, or destroy, that relationship (what has been referred to as the 'unvarnished *Malik* test' from the case of *BCCI-v-Malik* [1998] I AC 20). Breaches must have been serious. Parties were expected to withstand 'lesser blows' (*Croft-v-Consignia* [2002] IRLR 851). One of approaches to that test taken by the Court of Appeal in the case of *Tullett Prebon-v-BGC* [2011] EWCA Civ 131 was to ask whether, looked at in the light of all of the circumstances objectively, the party's intention was to refuse further performance of the contract (paragraph 27, per Kay LJ). Although intention was not an essential ingredient; an objective analysis of the likely effect was required (*Leeds Dental Team Ltd-v-Rose* [2014] IRLR 8).

7.17 It was also important to remember that there was a second consideration; there needed to have been no reasonable or proper cause for the conduct for it to be regarded as a fundamental breach of the implied term.

7.18 The implied term which required an employer to take reasonable steps to preserve an employee's health and safety was just that. It reflected the common law duty of negligence.

7.19 As to causation, the breaches relied upon did not need to have been the only cause of the employee's resignation in order for a claim to succeed; *Wright-v-North Ayrshire Council [2013] UKEAT/0017/13/2706.* It was sufficient for it to have been *an* effective cause of the employee's resignation.

Constructive dismissal; conclusions

7.20 The Claimant's case here was very clear, that he was not prepared to do things which he thought were wrong or unsafe; to take the quicker route to Lostwithiel, to drive the dumper at the quarry or to inflate loads on Hire Charts. He was not, however, made to do otherwise. Mr Duncan was phlegmatic. He considered that the Claimant's complaints were of a minor nature. He did not make the Claimant, for example, drive the shorter route to Lostwithiel. There were no breaches in that respect.

7.21 Even if I was wrong and even if the Claimant was made or coerced into working in a manner which he saw as improper or dangerous, that was not why he resigned. In his announcement to the workforce, he referred to family issues, mental health issues and work issues [158]. That was echoed in some of the other documentation when, for example, he complained about the Respondent's failure to look after his mental health or well-being [73].

7.22 The truth of the matter, in my judgment, was as follows. The Claimant was not well. He was obviously mentally unwell by January 2020. He perceived the Respondent to have been conducting itself incorrectly in some aspects of its business, as referred to above. He appeared to want to police its conduct. When the Respondent did not share the Claimant's view, as occurred on 6 January for example, he overreacted and sent two intemperate texts. His mental health may have caused or contributed to that conduct, but it was conduct that he regretted and no doubt felt ashamed of. Having looked for other work because of a general dissatisfaction at the Respondent, the timing of the events of the week of 6 January and the receipt of the offer, made it sensible for the Claimant to leave then.

7.23 Mr Kotze gave a real insight into the Claimant's feelings (with which the Claimant agreed); he referred to him repeatedly saying that he felt under-appreciated and underpaid at the Respondent. He said that the Claimant was a deeply emotional person and that it did not take much to upset him. He said that he had frequently talked about moving and had raised gripes of a trivial sort.

7.24 Accordingly the Respondent was not in fundamental breach of contract as alleged but, even if it was, the Claimant left for reasons other than those matters relied upon within the claim.

Employment Judge Livesey

Date 10 February 2021

Reasons sent to the parties: 15 February 2020

FOR THE TRIBUNAL OFFICE