



EMPLOYMENT TRIBUNALS

Claimant: Mr H Butala
Respondent: DB Group Services UK Limited
Heard at: East London Hearing Centre
On: 18 June 2020
Before: Employment Judge Burgher

Appearances

For the Claimant: In person
For the Respondent: Ms S Cowen (Counsel)

This has been a remote hearing which has not been objected to by the parties. The form of remote hearing was A by telephone conference call. A face to face hearing was not held because the relevant matters could be determined in a remote hearing.

JUDGMENT

1 The Tribunal does not have jurisdiction to consider the Claimant's claim which is dismissed.

REASONS

1. The Claimant presented a claim to the Tribunal claiming breach of contract on 19 November 2020. It was outlined in submissions that the Claimant has brought six claims against the Respondent. This is the sixth claim.

2. There was a preliminary issue concerning whether the Tribunal has jurisdiction to consider the claim on the basis that the Claimant had reached a binding settlement by way of a COT3 on 7 September 2020.

3. If appropriate it is also necessary to consider whether the Tribunal has jurisdiction to consider the Claimant's claim which, effectively, is a claim for damages arising from COT3.

4. In respect of the first jurisdictional point I had regard to the terms of the COT3. Clause 3 of the COT3 states:

*“Strictly without any admission of liability and subject to the Respondent receiving the signed copy of this COT3 Agreement from the Claimant, and the Claimant submitting the withdrawal letter in schedule 1 (as stated in clause 5), the Respondent shall pay to the Claimant and the Claimant agrees to accept the total sum of £X (the "Settlement Sum") as compensation for termination of employment, in full and final settlement of all and any claims under common law, statute or European law that the Claimant has brought or could bring against the Respondent (or any Group Company or any of its or their employees or other staff) **arising out of the Claimant's employment with the Respondent or its termination or otherwise**, including without limitation the claims brought under case numbers 3201442/2019, 3201693/2019, 3201790/2019 and 3201799/2020 (the "Claims"), any claim for payment or in respect of breach of the disputed COT3 agreement (being the COT3 agreement agreed between the parties and concluded through ACAS on or around 30, 31 March and 1 April 2020), any claims, costs, expenses or rights of action of any kind arising under contract law...”*

5. The focal point of the Claimant's claims for the calculation and tax deduction relating to his stock options. The Claimant is concerned about the calculation of the stock option in that i) it had the wrong leaver date of 16 July 2020 (instead of 6 July 2020) and ii) he was considered to be a 'bad' or 'ineligible' leaver which he disagreed with given the negative impact this had on the amount he would be entitled to. The Claimant stated that the stock options were not referred to in the COT3 and therefore not covered by it, entitling him to pursue his claims in his respect.

6. I do not accept the Claimant's submissions in this regard. The discussions of his stock option and the assignment of them on 3 or 4 September 2020 preceded the COT3 and the wording of the COT3 highlighted from clause 3 in bold indicate that all aspects of his prior entitlements were being settled.

7. I conclude that the Claimant's stock entitlement was encapsulated within the COT3 and that the Claimant's claims have all been settled if not properly paid.

8. The Claimant also mentioned the different payslips he was issued in October 2020 and the failure to issue him with an updated P45. These are not matters the Tribunal has jurisdiction to determine.

9. Separately, it is apparent that the Claimant is claiming that the terms of the COT3 have not been properly paid. This would be subject to a separate damages claim in the Civil Courts and the Claimant is able to take independent legal advice to determine whether he has a viable claim in this regard.

10. The Claimant has mentioned throughout the hearing why he brought this claim to the Tribunal was that he was concerned that the Respondent should not treat other employees in this way. Whilst that may well be well intentioned basis for the Claimant's claim it does not afford the Tribunal with jurisdiction to consider the claim

11. In these circumstances the Tribunal does not have jurisdiction to consider the Claimant's claim which is dismissed.

**Employment Judge Burgher
Dated: 23 June 2021**