Case Numbers: 2202801/2020, 2202802/2020, 2203334/2020 and 2203335/2020

EMPLOYMENT TRIBUNALS

BETWEEN

Claimant	**AND**	**Respondents**
Mr N Mendy		(1) Motorola Solutions UK Limited (2) Motorola Solutions Inc (3) Ronan Despres (4) Fergus Mayne (5) Carole Lawrence (6) Uwe Niske

JUDGMENT

(revised 11 October 2021 following EAT appeal and
second reconsideration application to correct the date of an email mentioned in paragraphs 42 and 52
and a consequential amendment to paragraph 84)

The judgment of the Tribunal is that the Claimant's application for interim relief under s 128 of the Employment Rights Act 1996 is dismissed.

REASONS

The type of hearing

1. This has been a remote electronic hearing under Rule 46 which has been consented to by the parties. The form of remote hearing was video by Cloud Video Platform (CVP). A face-to-face hearing was not held because the Tribunal is not open to the public at the moment because of the Covid-19 pandemic.

2. The public was invited to observe via a notice on Courtserve.net. Three members of the public joined.

3. The Claimant initially joined the hearing audio only but then rejoined via video. At a few points the Claimant's connection failed and we waited for him to rejoin. During the longest of these, all those present in the room turned off video and audio while we waited for the Claimant to rejoin.

4. The participants were told that it was an offence and a contempt of court under s 9 of the Contempt of Court Act 1981 to record the proceedings in any way, whether by audio, video, screen shot or photograph.

5. Members of the public were offered the option of having the parties' witness statements and skeleton arguments emailed to them, but nobody requested this. The hearing bundle was shared by me through CVP so that all those present could see the page referred to.

The issues

6. The issues to be determined had previously been identified as being as follows:

<u>Application for interim relief</u>

(i) Is it likely that the Claimant will establish at trial that he made one or more protected disclosures (ERA 1996 sections 43B as set out below. The Claimant relies on subsection(s) (1)(a), (b) and (f) of section 43B(1).

(ii) The alleged disclosures the Claimant relies on are as follows:
   a. Disclosure of 16 January 2020 to Martin Woodford of the First Respondent (para 10);
   b. Disclosure of 13 February 2020 to Martin Woodford in a meeting (paras 11-13);

(iii) In relation to each alleged disclosure, is it likely the Claimant will establish they were qualifying disclosures, i.e. were they made to a person with ss 43C-H and:
   a. Did the Claimant disclose information?

b. Did the Claimant have the requisite subjective belief that:
   1. the information disclosed tended to show one of the matters in s 43B(1) and
   2. that the disclosure was in the public interest?
c. If so, was that belief reasonable in both respects?

(iv) Is it likely the Claimant will establish at trial that the principal reason the Claimant was dismissed was that he had made a protected disclosure?

(v) If so, should the Claimant be reinstated or re-engaged or should an order be made for the continuation of the Claimant's contract? In particular:

a. If the Respondent is willing, pending the determination or settlement of the complaint, to reinstate the employee (that is, to treat him in all respects as if he had not been dismissed), the Tribunal will order the Claimant be reinstated;
b. If the Respondent is not willing to reinstate, but is willing to re-engage the Claimant in another job on terms and conditions not less favourable (as regards seniority, pension rights, other similar rights and continuity of employment) than those which would have been applicable to him if he had not been dismissed and the Claimant consents, the Tribunal shall order the Claimant be re-engaged;
c. If the Claimant is unwilling to accept the Respondent's offer of re-engagement, the Tribunal must determine if his refusal is reasonable and, if so, make an order for the continuation of the Claimant's contract of employment;
d. If the Claimant's refusal is unreasonable, the Tribunal makes no order;
e. If the Respondent does not offer reinstatement or re-engagement, the Tribunal shall make an order for the continuation of the Claimant's contract of employment.

The Evidence and Hearing

7. The parties had each provided their own version of the open bundle for the hearing. This was not in accordance with my previous case management orders, which had provided for one open bundle and one confidential bundle to be prepared by the First Respondent (R1). It was agreed that we would use the Claimant's bundle as that had all the material in it that the parties wished to refer to. It ran to 1018 pages, and included within it witness statements for the Claimant himself and the following witnesses for R1:
   a. Fergus Mayne (General Manager, UK & Ireland) (the Fourth Respondent),
   b. Martin Woodford (Director of Corporate Development and Governance),

c. Uwe Niske (Senior Sales Director, Sub-Sarahan Africa and United Nations Accounts) (the Sixth Respondent) and
d. Carole Lawrence (HR Manager) (the Fifth Respondent).

8. In accordance with my previous case management orders, R1 had also produced a confidential bundle (in respect of which I had previously made an order under Rule 50) comprising documents that the Claimant maintained that the Tribunal should consider, but which the R1 considered to be confidential and, in large part, irrelevant. It was left that I would not look at that bundle unless it became necessary to do so and at that point the parties would make representations as to whether the material relied upon should properly be subject to a Rule 50 order or not. In the event, no party relied on the material in the confidential bundle in any event.

9. I explained to the parties at the outset that I would only read the pages in the bundles which were referred to in the parties' statements and skeleton arguments and to which I was referred in the course of the hearing. I did so.

10. I was also provided with four audio files by the Claimant. These were recordings that he had secretly made of telephone calls and meetings as follows:

a. A team meeting attended by (among others) the Claimant and Mr Despres on 10 February 2020;
b. A telephone call between the Claimant and Mr Woodford on 13 February 2020;
c. A telephone call between the Claimant and Mr Niske on 5 March 2020; and,
d. A telephone call between the Claimant and Mr Niske on 3 February 2020.

11. The Claimant invited me to listen to these audio recordings, in particular that of 13 February 2020, but I decided it was not appropriate for reasons I gave orally at the hearing and set out again here. An application for interim relief is to be determined summarily. Were I to listen to the audio recordings I would be engaging in fact-finding in the way that the Tribunal will at the final hearing. In any event, that particular recording is 1 hr 24 minutes long and the listing does not allow for sufficient time for me to listen to it as part of today's hearing and it is not proportionate for me to do so, especially where R1 has indicated that it is content to accept for the purposes of this hearing that the transcripts of the audio recordings provided by the Claimant are correct.

12. In accordance with my previous Case Management Orders, although the parties had filed and served witness statements, there was no oral evidence and no cross-examination of witnesses. I have approached the witness statements of both parties with an appropriate degree of caution and have carefully borne in mind that they may not ultimately stand up to cross-examination at any final hearing. The statements have, however, been very helpful to me in understanding the parties' respective cases and in navigating the exceptionally large bundle for this 1-day hearing.

13. Both parties also prepared written skeleton arguments and made oral submissions at the hearing. The Claimant said that English is his fourth language, but he

expressed himself clearly and I was able to understand everything he said. He also appeared to have no significant difficulty in understanding me or the Respondent's counsel Mr Harris.

14. I announced my decision and gave summary reasons at the hearing, indicating that I would prepare full written reasons afterwards.

The facts

15. The material facts of this matter, as they appear to me at present based on the material provided, and on what is necessarily and appropriately a summary assessment given the nature of the application, are as follows. If I do not mention a particular piece of evidence that I was referred to, it does not mean that I have not taken it into account. None of my findings at this stage are binding on the Tribunal for the Final Merits Hearing in this matter.

Background

16. The Claimant was employed by R1 as United Nations Account Manager at the London site from 16 July 2018 until his summary dismissal on 5 May 2020. The Claimant is qualified and says he has over 21 years' experience in the sales industry. He also says that he was the Respondent's top performing salesperson in the year before his dismissal.

17. R1 is part of the global Motorola group. Motorola is a prominent global provider of communication infrastructure, devices, accessories, software and services. It employs over 17,000 employees across 60 countries.

18. In this judgment I will use R1 to refer to the legal entity that employed the Claimant. Where I refer to actions taken by other companies in the group (or their employees or agents), or where I do not know which part of the group was acting, I simply use the term 'Motorola'.

19. The Claimant's line manager was Ronan Despres. The Claimant and Mr Despres had a difficult working relationship. The Claimant maintains in his witness statement (para 8) that his complaints about Mr Despres *"were separate from the information supplied in my disclosure"*, by which he means the alleged protected disclosures he contends he later made to Martin Woodford. However, it seems to me that it is relevant to record in outline what appears to have been the commencement of the significant difficulties in their working relationship.

20. The Claimant says that he first raised a written grievance about Mr Despres on 14 October 2019. There are emails in the bundle from the Claimant to Carol Lawrence on that date (p 87) in which he complains about Mr Despres and race discrimination he claims to have suffered. It is apparent from other documents in the bundle (especially pp 144 and 149) that these were taken up by Ms Lawrence, who spoke to the Claimant on the phone on 17 October, and met with him on 31

October 2019. On 7 November the Claimant indicated he wished to put together a consolidated complaint, but did not do so by any of the deadlines set by him or Ms Lawrence.

21. Ms Lawrence does not mention the above in her statement, but begins her story with complaints about the Claimant that Mr Despres raised with her in November 2019, which led to the commencement of a disciplinary investigation of the Claimant. On 26 November 2019 Ms Lawrence sent the Claimant a letter inviting him to a disciplinary investigation meeting about the following matters:

> - **Whether your conduct and content in your emails to your manager constitute bullying, post raising allegations about your manager in October 2019**
> - **Whether your continuation of expressing your opinion / giving your interpretation in emails to your manager and others since raising your initial grievance, having been asked not to on more than one occasion, constitute a breach of the confidentiality required under the Grievance procedure as well as a failure to follow a reasonable management instruction**
> - **Whether your conduct and behaviour since raising your initial grievance in October 2019 have brought about an irretrievable breakdown of the employment relationship.**

22. That investigation was to be led by Mark Bell (Senior Financial Controller), with HR support from Monika Townsend. Meetings were arranged with the Claimant but he did not attend.

23. In the meantime, Mr Woodford in his witness statement says that Carole Lawrence had been continuing to investigate the Claimant's grievances but that the Claimant had indicated that he wished to raise grievances against her as well, so on 10 December 2019 she called Mr Woodford and asked if he would take over the investigation. Mr Woodford says (para 3) the he did not know the Claimant prior to his involvement as designated grievance and then whistleblowing officer in relation to the Claimant. He also says (para 5) that he was not made aware that the Claimant was subject to a prior disciplinary process at the time he was appointed to hear the Claimant's grievances/disclosures, although (at para 46.2) he says that he was later aware in passing conversations with Carole Lawrence that a disciplinary procedure was ongoing but he says he was not aware of details.

24. Mr Woodford formally contacted the Claimant after the Christmas break on 2 January 2020. At that point the Claimant was off sick with work-related stress. So far as Mr Woodford was concerned, the Claimant still had not raised a formal grievance at this point. He had raised an informal grievance and had indicated in an email of 21 November 2019 that he intended to raise a formal grievance, but had not yet done so.

25. On 6 January 2020 the Claimant sent a letter to Mr Woodford setting out various information, complaints and a stipulated list of 'immediate actions' for R1 to take prior to his return to work (pp 234-235). The letter began as follows:

> I am returning to work today, following a few weeks work related stress sick leave in relation to issues I have suffered from and complained against at work. I genuinely stress that I have been bullied, harassed and retaliated against because of my race, and because I have done a protected act in raising grievances. I feel humiliated, insulted, hurt, manipulated, demeaned.

26. At that point, therefore, the Claimant was regarding his personal grievance as a 'protected disclosure'. That is not, however, the way the Claimant puts his case in his application for interim relief. In his letter to Mr Woodford he indicated that he had raised complaints about two other employees in addition to Mr Despres and Ms Lawrence.

The Claimant's alleged protected disclosures

27. Mr Woodford met with the Claimant on 16 January 2020. He asked him if he was intending to submit a formal grievance and he said that he would think about it. At the end of the meeting the Claimant submitted a 'whistleblowing statement' to Mr Woodford. He also emailed this the next day (pp 248-249). This letter contains seven of the protected disclosures on which the Claimant relies on in his claim for interim relief. In summary, it sets out complaints about Mr Despres, and raises the issue of what he considered to be Motorola's breach of contract in failing to honour contractual terms for customers in respect of volume-based discounts. He identifies all the matters as being *"unlawful and/or criminal".* He asks for confirmation that he would not be subject to any retaliation or victimisation.

28. Following this meeting Mr Woodford was formally assigned to investigate the Claimant's whistleblowing concerns, while someone else (Mr Hallsworth) took on his original grievance investigation. The Claimant was notified of that on 18 February 2020 (p 361) and was invited by Mr Hallsworth to a meeting on 20 February 2020. This did not take place as the Claimant did not attend. Two further meetings were arranged, but the Claimant did not attend those either (p 480).

29. In the meantime, Mr Woodford dealt with the Claimant's whistleblowing concerns. The Claimant provided Mr Woodford with a number of additional emails and correspondence during January 2020 (17 in total Mr Woodford says).

30. The Claimant contends that his job was advertised online whilst he was still in employment around 31 January 2020. R1 says this is not correct and that it was an old advert for a UN Global Account Manager based in France/UK/Germany or Spain which was filled by someone around January 2020 (p 514). In answer to questions at today's hearing (not under oath), the Claimant confirmed that the person who R1 said had been appointed was indeed a former colleague of his, and that there was a team of UN Global Account Managers employed by Motorola. It is not therefore immediately apparent to me why he considered that this was his job that was advertised rather than someone else's. (It is convenient to note here that even if the Claimant is right that this was an advertisement for his position I cannot see that it assists him significantly on his s 103A claim. It is a point that would go to the fairness of dismissal in an ordinary unfair dismissal case, but does not on the face of it indicate anything about the reason for dismissal.)

31. On 3 February 2020 Mr Niske telephoned the Claimant and I have read the transcript of this conversation. It is apparent from that that Mr Niske wished to address the tension between Mr Despres and the Claimant and to suggest that the Claimant might want to 'step aside' or 'take leave of absence' from his role for a month while his grievances were dealt with. He said that he was suggesting the Claimant step aside rather than Mr Despres as Mr Despres was 'directing the account' and he had 'nothing substantiated' in relation to Mr Despres. The Claimant secretly recorded this conversation. He submits that Mr Niske's reason for speaking to him like this was because of the disclosures he had made to Mr Woodford, and not because of his grievances against Ronan Despres, which were being investigated. If this was Mr Niske's motivation, it cannot be discerned from the transcript and is denied by Mr Niske in his witness statement. Mr Niske says he had no knowledge of the Claimant's whistleblowing concerns or his conversation with Mr Woodford (para 8). Mr Woodford says (para 23) that he had no knowledge of Mr Niske's conversation with the Claimant.

32. On 10 February 2020 the Claimant secretly recorded a team meeting with Mr Despres. In this meeting it appears to be agreed that there was discussion about moving some equipment (an MSO Radio Switch) that is used to provide a service to the UNSOS mission in Somalia. There was discussion about moving a redundant switch to the UN facility in either Spain or Italy. The UNSOS mission in Somalia was thus paying to maintain equipment that might be moved. The Claimant asserts this is against business and UN funding rules, but Mr Niske in his witness statement disagrees.

33. On 13 February 2020 the Claimant had a meeting with Mr Woodford at which his disclosures were discussed. The Claimant provided Mr Woodford with a 'non-exhaustive' list of 13 whistleblowing disclosures before the meeting (p 330). This did not include the point about the MSO Radio Switch, although the Claimant did mention this to Mr Woodford at the meeting as it appears in the transcript at p 893. The Claimant does not in the transcript suggest that there was anything unlawful in connection with the MSO Radio Switch. He says it was 'not a good thing'.

34. Both the Claimant and Mr Woodford agree that the meeting of 13 February 2020 was a fraught meeting. The Claimant quotes in his witness statement (para 14) Mr Woodford evidently becoming cross with him and saying as follows:-

> You think it's OK, you think it's ok to go around saying that somebody's acting unlawfully or is a criminal? Do you think it's fine to say, "this person is a criminal" and because that's just what I think and by the way it's your job to go out and find evidence that he's a criminal? Is this OK? Is this good behaviour?". Because if that's fair behaviour, you have said..... You have said, you have said that there is, that the company is acting in a unlawful and/or criminal manner, but you are not willing to provide basic evidence or substantiate these claims

35. Mr Woodford for his part says that he was frustrated because the Claimant refused to say that he was raising any 'allegation', but was only raising 'concerns' and was not willing to provide information relevant to his allegations as Mr Woodford understood to be required by the policy. He said that he found the Claimant's verbal style *"extensively verbose and difficult to follow"* and concludes (para 31) *"Overall it was impossible to engage with him on any constructive rational basis"*. For present purposes, I note only that the passage of Mr Woodford's speech that the

Claimant quotes in his witness statement is consistent with Mr Woodford's assertion that what was frustrating him was that the Claimant was willing to make allegations of criminal or unlawful conduct but not 'willing to provide basic evidence or substantiate these claims'.

36. The Claimant secretly recorded the meeting with Mr Woodford.

37. The Claimant says that after this meeting R1 cancelled a scheduled business trip for him. Mr Woodward says (para 40) that he was unaware of this. The Claimant also says that on 25 February Mr Niske asked him where he was going when he made a leave request, which had never happened before. He suggests that after some exchanges, he told Mr Niske that it was for a funeral and Mr Niske offered his condolences. The Claimant says he replied (C para 24):

> I cannot accept your condolences, it's not aligned to me because of my race and because I made a protected disclosure in raising concerns, I am aware that while you made me believe you wanted an informal resolution you undertook activities behind the scenes to stab me in the back.

38. This email exchange is in fact in the bundle (pp 385-7). It shows that normally it was for Mr Despres to approve leave requests. Mr Niske was surprised to be ask and observed that it was a late request (3 days' notice) but if the Claimant assured him his work was up to date he would authorise it on Mr Despres' behalf. Mr Niske did not ask the Claimant the purpose of the leave request. He asked the Claimant why it was being sent from his gmail account. The Claimant responded that this was because he was using gmail in order to keep a record of his personal data whilst he raised his grievance and protected disclosures. He then said it was for a funeral. Mr Niske responded offering condolences, approving the leave, and reminding the Claimant that he should use his work email address in future. It was five days later (2 March 2020) that the Claimant sent a lengthy email in reply including the paragraph I have quoted above and complaining about Mr Niske's conduct and apparently threatening him with personal 'service' of legal proceedings. Mr Niske forwarded this email to Ms Lawrence, Mr Despres and the regional lead with the comment *"I am not sure what conversations were had recently to warrant these comments below [from the Claimant], but we can chat about it later"*.

39. On 26 February 2020 Mr Woodford informed the Claimant that he was not upholding his whistleblowing allegations (pp 382-384). In particular, he did not consider that any of the matters raised by the Claimant involved matters of public interest or indicated any malpractice or risk of the same. Regarding, the key disclosure on which the Claimant relies, Mr Woodford concluded as follows:

> Allegations 5 to 7
>
> These allegations are concerned with the operation of the United Nations trading account. There is no indication of any other customer account having been subject to alleged malpractice or being at risk of the same. Any malpractice occurring solely on this account would be a matter between MSI and the customer and not necessarily one for public disclosure. Nevertheless, for due diligence, and by way of investigation, I have made enquiries and discussed the account with the finance team responsible for operating it.
>
> An order received in December meant that a contractual value threshold entitling the customer to a price discount was surpassed. This discount was not applied to the account automatically, which was recognised as an oversight. However, MSI subsequently notified the customer and agreed that the value of the discount should be set off against a future order. The customer was therefore made aware of the entitlement, which has now been duly applied. There is no indication of contractual breach, or that the customer is dissatisfied with the manner in which the account has

been operated. I have, therefore, found no indication of malpractice.

40. It thus appears to be accepted by R1 that a mistake was made by Motorola by not automatically applying the discount to the customer's account and it was agreed with the customer to apply that discount to a future order. It is not clear from what Mr Woodford says whether this happened as a result of the Claimant raising the point or not, but I do note that this appears to be what Mr Despres was proposing to do in an email exchange with the Claimant on 6 January 2020 (p 236), some 10 days before the Claimant made his disclosures to Mr Woodford.

41. Mr Woodford's letter concluded by offering the Claimant access to the Motorola Solutions EthicsLine if he was unhappy with the outcome.

42. On 3 March 2020 the Claimant sent an email to Mr Bell and Ms Townsend complaining about their conduct in which he stated:

> …the way you conducted yourself against me since December is appalling … This is not the Jim Crow era, the apartheid era, the colonial era or slavery ear. Even if it were, I would have fought back in the same way. Please give respect and consideration as human beings just like anyone else.

<u>The disciplinary process</u>

43. On 4 March 2020 Ms Lawrence verbally appointed Fergus Mayne to conduct the disciplinary hearing into the allegations of which the Claimant had been notified on 26 November 2019. Mr Mayne says he had no prior knowledge of the Claimant and was a senior manager experienced in dealing with disciplinary matters. He says he began by reviewing the documentation.

44. On 5 March 2020 Mr Niske informed the Claimant that he was suspended from work *"pending the investigations or further investigations regarding the allegations that have been laid"*. The Claimant in his witness statement accepts that Mr Niske gave as reasons for the suspension the same as were given when he was notified of a disciplinary investigation on 26 November 2019 and in the subsequent further notification of 6 April 2020. This is also what is set out in the letter notifying him of suspension (p 397). At the hearing today, the Claimant suggested that Mr Niske in his witness statement said that he suspended the Claimant because he had accused him of racism in his email of 2 March (referred to above). However, that is not what Mr Niske says in his statement.

45. The Claimant secretly recorded this meeting and in his witness statement (para 17) he relies on the following passage from his transcript of what Mr Niske said:

> The one aspect is that it is alleged that your conduct and behaviour, obviously since your raising your grievance on the 14th October, and subsequent process have brought about an irretrievable breakdown of the employment relationship, resulting in a breakdown of mutual trust and confident …that is point number one. Point number two, whether your alleged conduct and content in your emails to your manager and other company employees that you have been in contact with, constitute bullying and serious rudeness in relation to the various processes that have been initiated since raising your initial grievance on 14th October. And lastly whether your alleged continuation of expressing your opinion or

> giving your interpretation of emails to your manager and others since raising your initial grievance have been asked not to move on, on more than one occasion, constitutes a breach of confidentiality, requirement of the grievance procedure as well as a failure to follow a reasonable management instruction

46. On 6 April 2020 Mr Mayne wrote to the Claimant to invite him to attend a disciplinary hearing on 9 April 2020 (pp 445-446). The allegations to be investigated were stated as follows (in very similar terms to the way they were worded on 26 November 2019):

> - Whether your alleged conduct and behaviour since raising your initial grievance on 14th October 2019 and subsequent processes have brought about an irretrievable breakdown of the employment relationship resulting in a breakdown of mutual trust and confidence.
> - Whether your alleged conduct and content in your emails to your manager and other company employees that you have been in contact with, constitute bullying and serious rudeness in relation to the various processes that have been initiated since raising your initial grievance on 14th October 2019
> - Whether your alleged continuation of expressing your opinion / giving your interpretation in emails to your manager and others since raising your initial grievance, having been asked not to on more than one occasion, constitute a breach of the confidentiality required under the Grievance procedure as well as a failure to follow a reasonable management instruction

47. Mr Mayne says that with this letter he sent all the evidence to be considered. The letter itself refers to attaching 5 separate PDF bundles of evidence. This included matters that had taken place since 26 November 2019 and which had thus effectively been added to the original allegations and/or treated as providing further evidence of similar conduct.

48. The disciplinary hearing was adjourned twice at the Claimant's request (to 17 April and then 24 April). The 17 April hearing was rescheduled after the Claimant sent the letter of 16 April 2020 (p 450) which Mr Mayne considered related to his grievance and so it was passed to Mr Hallworth to deal with. It is right to note that there is reference in paragraph 20 of that document(p 453) to the Claimant's alleged protected disclosure about the customer discount for bulk orders, but it is not suggested this is unlawful, only that it is 'not good practice'.

49. On 24 April 2020 the Claimant was informed by Mr Hallworth that his grievance was not upheld. This letter explains that the reason an outcome is only now being provided is because the Claimant failed to participate in the grievance process so it could not be progressed. Regarding Mr Despres, Mr Hallsworth observed (pp 480-482):

> I would add however, that Ronan Despres comes across as a relatively inexperienced manager and as such there is opportunity for him to improve his management style and approach. His interactions with people seem to be consistent and without bias although at times he appears to be somewhat prescriptive in style rather than coaching and has a tendency to micro manage in certain circumstances.

50. The Claimant was given a right of appeal against that decision.

51. On the same day the Claimant's disciplinary hearing ultimately proceeded in his absence on 24 April 2020. The Claimant had been invited to submit written representations if he was not going to attend (p 460). The Claimant did send in written submissions and supporting evidence. The notes of the meeting (p 464-479) record Mr Mayne's notes (with HR Sadie Tyers) of consideration of the allegations in the Claimant's absence.

52. On 5 May 2020 Mr Mayne sent the Claimant a letter informing him that it had been decided to dismiss him with immediate effect for gross misconduct (pp 498-501). It also refers to his conclusion that there had been a complete breakdown in working relationship between the Claimant, his manager and Motorola. This is a lengthy letter, which includes a number of matters that had not been the subject of any prior specific allegation put to the Claimant, but which were based on the documentation sent to the Claimant as part of the disciplinary process and may be said to be examples of the misconduct allegations that were set out in the original letter of 26 November 2019. In particular, Mr Mayne considered:-

    a. The Claimant had used language in his email of 3 March 2020 to Ms Townsend and Mr Bell (set out above) which was highly inappropriate and inflammatory, rude and bullying;
    b. The Claimant's response to Mr Niske about the leave request of 25 February 2020 (set out above) was 'deeply offensive';
    c. The Claimant's response to Mr Despres regarding another leave request on 18-20 March 220 was also 'entirely inappropriate';
    d. The Claimant had failed to submit expenses claims properly and to pay for late payments on the corporate credit card, and had unreasonably asserted that requesting him to do so (in line with Motorola's policy) was 'retaliation', 'unreasonable' and 'targeted' at him;
    e. A response by the Claimant of 20 November 2019 to Mr Despres where Mr Despres said the Claimant could 'do what [he] thought best' about something, to which the Claimant responded saying 'This is abusive, harassing, demeaning, offensive and insulting' was inappropriate, rude and bullying; and,
    f. He had copied colleagues into emails about grievances in breach of the policy of confidentiality on grievances.

53. In his letter Mr Mayne emphasised that he had not been involved in the grievance process and he repeats this point in his witness statement, stating that the decision to dismiss the Claimant was made *"purely on grounds of his behaviour"*. In his witness statement he also says that he had *"no knowledge about any whistleblowing allegations whatsoever, apart from the Claimant's reference to whistleblowing in the bundle of evidence I was given (I was not aware of any specific details)" (*para 35).

54. The Claimant was given the right to appeal, which the Claimant exercised (p 498).

The law

55. When there is a claim of automatic unfair dismissal for one of the statutory reasons (in this case, for making protected disclosures, or 'whistle blowing' under section 103A ERA 1996), section 128(1) of the same act gives a right to bring a claim for interim relief. Such an application must be presented within seven days of the effective date of termination (s 128(2)) and the Tribunal must determine the application for interim relief as soon as practicable after receiving the application (s 128(3)). The employer is entitled to not less than seven days' notice of the application and the substantive hearing of the application (s 128(4)). The Tribunal must not postpone the hearing except where it is satisfied that special circumstances exist which justify it in doing so (s 128(5)).

56. Section 129(1) provides that the application should be granted if *"it appears to the tribunal that it is likely that on determining the complaint to which the application relates the tribunal will find"* that the reason or principal reason for dismissal was one of the statutory automatically unfair reasons (in this case, that the Claimant had made protected disclosures within s 43B of the ERA 1996). The EAT has held that *"likely"* in this context means that the Claimant must show that his case has *"a pretty good chance"* of success, which means that something better than likelihood on the balance of probability (i.e. better than a 51% chance): *Taplin v C Shippam Ltd* [1978] ICR 1068, as approved and followed in *London City Airport Ltd v Chackro* [2013] IRLR 610 at para 10. The Tribunal must be satisfied that the Claimant is *"likely"* to succeed on each necessary aspect of his claim, applying that high threshold, before relief can be granted, i.e. that it is *"likely"* he made a protected disclosure within the statutory definition (as to which see below) and that it is *"likely"* it was the sole or principal reason for his dismissal: see *Ministry of Justice v Sarfraz* [2011] IRLR 562 at para 14 *per* Underhill J.

57. The EAT in *Chackro* gave further guidance on the approach to be taken by the Tribunal at paragraph 23:

> 23. In my judgment the correct starting point for this appeal is to fully appreciate the task which faces an employment judge on an application for interim relief. The application falls to be considered on a summary basis. The employment judge must do the best he can with such material as the parties are able to deploy by way of documents and argument in support of their respective cases. The employment judge is then required to make as good an assessment as he is promptly able of whether the claimant is likely to succeed in a claim for unfair dismissal based on one of the relevant grounds. The relevant statutory test is not whether the claimant is ultimately likely to succeed in his or her complaint to the Employment Tribunal but whether "it appears to the tribunal" in this case the employment judge "that it is likely". To put it in my own words, what this requires is an expeditious summary assessment by the first instance employment judge as to how the matter looks to him on the material that he has. The statutory regime thus places emphasis on how the matter appears in the swiftly convened summary hearing at first instance which must of necessity involve a far less detailed scrutiny of the respective cases of each of the parties and their evidence than will be ultimately undertaken at the full hearing of the claim.

58. An interim relief hearing is thus envisaged to be a summary process. Rule 95 of the Employment Tribunals Rules of Procedure 2013 (the Rules) specifies that on such an application the Tribunal shall not hear oral evidence, unless it directs otherwise.

59. In order to assess whether the Claimant is *"likely"* to succeed on his claim under s 103A of the ERA 1996, it is necessary also to consider the law on automatic unfair dismissals for whistleblowing.

60. On a complaint of unfair dismissal under section 98(1) of the ERA 1996, it is normally for the employer to show the reason (or, if more than one, the principal reason) for the dismissal, and that it is a potentially fair reason falling within subsection (2), eg (in this case) conduct or some other substantial reason of a kind such as to justify the dismissal of an employee holding the position which the employee held.

61. However, R1 submitted in reliance on *Smith v Hayle Town Council* [1978] ICR 996 that where a claimant does not have the requisite two years' service to bring an 'ordinary' unfair dismissal claim under s 108 ERA 1996 and relies on s 103A, that the burden is on the claimant to show the reason for dismissal. More recently, the Court of Appeal in *Dahou v Serco Ltd* [2016] EWCA Civ 832, [2017] IRLR 81 held (at paras 29-30) that the Claimant must raise a *prima facie* case that the sole or principal reason for his dismissal was that he had made protected disclosures and that if he does, then it is for R1 to prove that the protected disclosures were not the sole or principal reason for the dismissal. I have not attempted to reconcile these two authorities for the purposes of this hearing, but assume that there is (at least) a *prima facie* burden on the Claimant to establish the reason for dismissal as the Court of Appeal held in *Dahou*. As such, there is effectively a shifting burden of proof that is similar to that which applies in discrimination claims under s 136 of the Equality Act 2010 (EA 2010). Unlike in discrimination claims, though, if the employer fails to show a satisfactory reason for the treatment, the Tribunal is not bound to uphold the claim. If the employer fails to establish a satisfactory reason for the treatment then the Tribunal may, but is not required to, draw an adverse inference that the protected disclosure was the reason for the treatment: see *International Petroleum Ltd v Osipov and ors* UKEAT/0058/17/DA and UKEAT/0229/16/DA at paras 115-116 and *Dahou* ibid at para 40.

62. A reason for dismissal is the factor or factors operating on the mind of the decision-maker which cause them to make the decision to dismiss, or alternatively what motivates them to do so. Facts and matters known to other employees of the employer, but not to the dismissing officer, may only be taken into account in the circumstances identified by the Supreme Court in *Jhuti v Royal Mail Ltd* [2019] UKSC 55, [2020] ICR 731. The Claimant relies on this case and I discuss it further below.

63. Careful consideration needs to be given to cases (and this may at trial prove to be such a case given the way the meeting between the Claimant and Mr Woodford on 13 February 2020 proceeded) where the employer's defence is that the detrimental treatment was not because of the protected disclosure but because of the way in which the protected disclosure was made. The question in such cases is *"whether the factors relied upon by the employer can properly be treated as separable from the making of protected disclosures and, if so, whether those factors were, in fact, the reasons why the employer acted as he did"*: *Panayiotou v Chief Constable Kernaghan* [2014] IRLR 500 *per* Lewis J at para 54. However, the EAT in *Martin v Devonshires* [2011] ICR 352 warned (in a discrimination

context) that Tribunals should bear in mind the policy of the anti-victimisation provisions (which policy also underlies the protected disclosures legislation) and *"be slow to recognise a distinction between the complaint and the way it is made save in clear cases"* (per Underhill P, as he then was, at para 22).

64. Now to deal with the Supreme Court's decision in *Jhuti*: *Jhuti* concerned a claim of automatic unfair dismissal for having made a protected disclosure contrary to s 103A ERA 1996. The situation was one which the Supreme Court described at paragraph 41 as *"extreme"* and *"not … common"*. The dismissal decision had been taken in good faith by a manager on the basis of evidence of poor performance presented by the claimant's line manager. However, the Tribunal found that the line manager had dishonestly constructed the evidence of poor performance in response to a protected disclosure made by the employee. At paragraph 60 the Supreme Court concluded as follows:

> 60. In searching for the reason for a dismissal for the purposes of section 103A of the Act, and indeed of other sections in Part X , courts need generally look no further than at the reasons given by the appointed decision-maker. Unlike Ms Jhuti, most employees will contribute to the decision-maker's inquiry. The employer will advance a reason for the potential dismissal. The employee may well dispute it and may also suggest another reason for the employer's stance. The decision-maker will generally address all rival versions of what has prompted the employer to seek to dismiss the employee and, if reaching a decision to do so, will identify the reason for it. In the present case, however, the reason for the dismissal given in good faith by Ms Vickers turns out to have been bogus. If a person in the hierarchy of responsibility above the employee (here Mr Widmer as Ms Jhuti's line manager) determines that, for reason A (here the making of protected disclosures), the employee should be dismissed but that reason A should be hidden behind an invented reason B which the decision-maker adopts (here inadequate performance), it is the court's duty to penetrate through the invention rather than to allow it also to infect its own determination. If limited to a person placed by the employer in the hierarchy of responsibility above the employee, there is no conceptual difficulty about attributing to the employer that person's state of mind rather than that of the deceived decision-maker.

65. The ratio of *Jhuti* is thus that where an individual in the hierarchy above the employee dishonestly presents facts to the decision-maker so that the ostensible reason for the decision-maker's action is an 'invention', the tribunal may take the dishonest employee's reason for acting as the reason for dismissal. I accept also that the principle in *Jhuti* applies to situations in which the manipulating manager (i.e the manager who is acting because of the employee's protected disclosures) has played a part in the decision-making process, such as by carrying out the investigation stage of that process. This is because the Supreme Court in *Jhuti* at paras 51-53 approved (*obiter*) the (also *obiter*) view expressed by Underhill LJ in *Orr v Milton Keynes Council* [2011] EWCA Civ 62, [2011] ICR 704 that *"the motivation of [a] manipulator could in principle be attributed to the employer, at least where he was a manager with some responsibility for the investigation"*. The EAT in *Uddin v London Borough of Ealing* [2020] IRLR 332 (Auerbach J) accepted this latter principle (at para 78) and held that it applies equally to the question of the fairness of the dismissal under s 98(4). In that case, Auerbach J accordingly held that the knowledge of the investigating officer should be attributed to the employer and taken into account in determining whether dismissal was fair.

66. As to the law on protected disclosures, section 43B(1) ERA 1996 defines a protected disclosure as a qualifying disclosure, being *"any disclosure of information which, in the reasonable belief of the worker making the disclosure, is in the public interest and tends to show one or more"* of a number of types of wrongdoing. These include, (b), *"that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject"* and, (d), *"that the health or safety of any individual has been, is being or is likely to be endangered"*.

67. A qualifying disclosure must be made in circumstances prescribed by other sections of the ERA, including, under section 43C, to the worker's employer.

68. Guidelines as to the approach that employment tribunals should take in whistleblowing cases were set out by the Employment Appeal Tribunal in *Blackbay Ventures (trading as Chemistree) v Gahir* (UKEAT/0449/12/JOJ) [2014] ICR 747 (against which judgment the Court of Appeal refused permission to appeal: [2015] EWCA Civ 1506). At para 98 Judge Serota QC gave guidance as follows:

> "1. Each disclosure should be identified by reference to date and content.
>
> 2. The alleged failure or likely failure to comply with a legal obligation, or matter giving rise to the health and safety of an individual having been or likely to be endangered or as the case may be should be identified.
>
> 3. The basis on which the disclosure is said to be protected and qualifying should be addressed.
>
> 4. Each failure or likely failure should be separately identified.
>
> 5. Save in obvious cases, if a breach of a legal obligation is asserted, the source of the obligation should be identified and capable of verification by reference for example to statute or regulation. It is not sufficient as here for the employment tribunal to simply lump together a number of complaints, some of which may be culpable, but others of which may simply have been references to a check list of legal requirements or do not amount to disclosure of information tending to show breaches of legal obligations. …
>
> 6. The tribunal should then determine whether or not the claimant had the reasonable belief referred to in section 43B(1) and … whether it was made in the public interest.
>
> …"

69. In the light of *Cavendish Munro Professional Risks Management Ltd v Geduld* [2010] ICR 325, paras 24-26, it was for a time suggested that a mere allegation could not constitute a disclosure of information. However, in *Kilraine v Wandsworth LBC* [2018] ICR 1850 the Court of Appeal clarified that "allegation" and "disclosure of information" are not mutually exclusive categories. What matters is the wording of the statute; some 'information' must be 'disclosed' and that requires that the communication have sufficient "specific factual content".

70. It is to be noted, since it is relevant in this case, that the statute does not require that the Claimant identify or otherwise refer to the legal obligation when making the disclosure (a point that was accepted by the Employment Appeal Tribunal in *Bolton School v Evans* [2006] IRLR 500 at para 41 and not questioned on appeal by the Court of Appeal in that case: [2007] EWCA Civ 1653, [2007] ICR 641). Evidently, though, whether a particular disclosure of information 'tends to show' a

breach of a legal obligation in the absence of any reference to a legal obligation will be a question of fact in each case.

71. What does matter is that the Claimant has a reasonable belief that the information disclosed tends to show one of the matters in s 43B(1), i.e. that the information disclosed tended to show that someone had failed, was failing or was likely to fail to comply with one of the legal obligations set out there. The word "likely" appears in the section in connection with future failures only, not past or current failings. In *Kraus v Penna Plc* [2004] IRLR 260 at para 24 the Employment Appeal Tribunal held that "likely" in this context means "more probable than not". On this point, *Kraus v Penna* was not over-ruled by *Babula v Waltham Forest College* [2007] EWCA Civ 174, [2007] ICR 1026, but in *Babula* the Court of Appeal did over-rule Kraus in relation to the approach to be taken to assessing the reasonableness of the Claimant's belief.

72. In the light of Babula (ibid, paras 74-81), what is necessary is that the Tribunal first ascertain what the Claimant subjectively believed. The Tribunal must then consider whether that belief was objectively reasonable, i.e. whether a reasonable person in the Claimant's position would have believed that all the elements of s 43B(1) were satisfied, i.e. that the disclosure was in the public interest, and that the information disclosed tended to show that someone had failed, was failing or was likely to fail to comply with a relevant legal obligation. The Court of Appeal emphasised that it does not matter whether the Claimant is right or not, or even whether the legal obligation exists or not.

73. The reasonableness of the worker's belief is determined on the basis of information known to the worker at the time the decision to disclose is made: *Darnton v University of Surrey* [2003] ICR 615.

74. The Court of Appeal in *Ibrahim v HCA International Ltd* [2019] EWCA Civ 2007 (see especially paras 14-17 and 25) confirmed that it is the Claimant's subjective belief that must be assessed when considering the public interest element as well. Again, the Tribunal must first ascertain what that subjective belief is, and must then assess whether the Claimant's subjective belief in this respect is objectively reasonable. The Court of Appeal emphasised that the Claimant's motive in making the disclosure is not necessarily relevant to this assessment: in an appropriate case, a claimant may be motivated by personal interest but still have a reasonable belief that the disclosure is in the public interest.

75. Prior to the amendment to s 43B of the ERA 1996 by the Employment and Regulatory Reform Act 2013, s 17 to introduce the 'public interest' requirement, it had been held (in *Parkins v Sodexho* [2002] IRLR 109) that a disclosure concerning a breach of the employee's own contract could be a protected disclosure. In *Chesterton Global and anor v Nurmohamed* [2017] EWCA Civ 979, [2018] ICR 731 the Court of Appeal (per Underhill LJ at para 36) was *"not prepared to rule out the possibility that the disclosure of a breach of a worker's contract of the Parkins v Sodexho kind may nevertheless be in the public interest, or reasonably be so regarded, if a sufficiently large number of other employees share the same interest"*.

The parties' submissions

76. The Claimant maintains that it was because of the disclosures made to Mr Woodford on 16 January 2020 and 13 February 2020 that he was dismissed. He says that it was because of his disclosures that Motorola had to pay back millions of pounds to customers and that this was what made Motorola so angry that they dismissed him. In the course of his submissions he sought to paint a picture of R1 as an organisation that retaliates when someone tries to 'do the right thing' by blowing the whistle. He pointed in particular to: what he said was R1's commencement of disciplinary proceedings against him rather than investigating his grievances at the end of 2019; what he considered to be R1's advertisement of his job and to Mr Niske's telephone call on 3 February 2020 and his suspension on 4 March 2020, all of which he submitted were responses to his protected disclosures; and to Mr Woodford's anger towards him in the meeting of 13 February 2020. He argued that *Jhuti* applies and that the motivation of all those who were aware of his protected disclosures and sought (he says) to retaliate against him could be attributed to the employer as the principal reason for his dismissal.

77. R1 submitted that the Claimant was not likely to succeed in showing that he had made any qualifying disclosures within the meaning of the Act, either because the Claimant could not reasonably have considered the disclosures he relies on relating to employee commission and Mr Despres' conduct to be in the public interest, or because he did not express himself in terms that suggested that he believed (or which tended to convey) that there had been breaches of legal obligations rather than good practice, or (in relation to the customer discount point) because the Claimant knew as matter of fact at the time he made his alleged disclosures that Motorola was in fact intending to honour its contractual obligations. In any event, R1 submitted that the Claimant was not likely to succeed in showing that the disclosures were the principal reason for his dismissal rather than the matters set out in Mr Mayne's letter of 5 May 2020, which it was submitted were all matters of substance that it could reasonably be concluded constituted gross misconduct. R1 submitted that this is not a case where *Jhuti* applies, Mr Mayne's decision having been his own independent conclusion based on the documents in front of him, uninfluenced by any other person. Since there had been no 'investigation' stage separate to Mr Mayne's decision this was not a case like *Jhuti* where another manager could have presented untrue facts on the basis of which the decision to dismiss was taken.

Conclusions

78. I have carefully considered the evidence and the parties' submissions, but I have decided that the Claimant is not likely to succeed in his claim under s 103A ERA 1996, applying the relatively high *Taplin* threshold of a good chance of success.

79. As to the Claimant's alleged protected disclosures, there are in my judgment at the least question-marks over whether all the protected disclosures relied on by the Claimant were qualifying disclosures. It is not clear from what the Claimant wrote at Items 1-4 in the letter of 16 January 2020 that he actually considered these at

the time to be breaches of legal obligations rather than internal company "financial obligation/rules" as it were; nor is it clear that these will necessarily be matters he could reasonably regard as being in the public interest (applying the legal principles set out above) given that they probably only affect him personally or a small team within Motorola and the effect on the company's finances and therefore on any wider shareholders may be negligible. Regarding the MSO Radio Switch point raised by the Claimant with Mr Woodford on 13 February 2020, what the Claimant said at the time, as recorded in his transcript, does not appear to me to amount to information tending to disclose a breach or likely breach of a legal obligation. Not only does the Claimant not say that in terms, but I cannot see how he could reasonably have thought as a matter of fact that there was a breach of a legal obligation regarding this as it appears to me to be more a question of client relationships and whether the customer was aware that they might be paying for something for which they might not benefit (or benefit in full).

80. However, I am satisfied that the Claimant is likely to succeed in showing his perhaps main concern about the customer discount on the UN contract (items 5-7 in his letter of 16 January 2020) was a protected disclosure within the meaning of the Act. This is because it appears to me given the position as stated in Mr Despres' email of 6 January 2020 and Mr Woodford's witness statement that there probably had been at least a technical breach of the relevant contract (albeit one that Mr Despres had by 6 January 2020 already proposed a way to compensate the customer for that breach) and thus that the Claimant was disclosing to Mr Woodford information that in his reasonable belief tended to show that there had been a breach of a legal obligation. Moreover, as it concerned a significant amount of money owed to the United Nations, it is likely to be a matter of public interest.

81. However, I am not satisfied that it is likely that the Claimant will succeed in showing that this or any of his alleged protected disclosures were the sole or principal reason for his dismissal. The burden is on him in this respect (or, at least, a *prima facie* burden) as I have set out above. But, wherever the burden of proof lies, it seems to me that the Claimant is not likely to succeed on the facts.

82. This is because the first question for the Tribunal, even post *Jhuti*, is what was the *principal* reason operating on the mind of Mr Mayne when he took the decision to dismiss. It is not sufficient for the Claimant to show that Mr Mayne had knowledge of, or even that he was influenced by, his alleged protected disclosures. The Claimant has to show that it was actually the principal reason for the decision to dismiss.

83. In my judgment the Claimant is not likely to succeed in that because, considering Mr Mayne's letter setting out his reasons for dismissing the Claimant, it is apparent to me that there were in that letter a number of examples of conduct by the Claimant that could reasonably be considered by R1 to constitute gross misconduct and/or at least to demonstrate a complete breakdown in working relations. Over the period from November 2019 to his dismissal the Claimant had as set out in that letter made accusations of racism against his colleagues and managers in terms that appear on their face to be inappropriate and unwarranted and on one occasion even accusing colleagues of acting like some of the worst possible historical political regimes ('apartheid', 'slavery'). He had also responded to what appear to be perfectly polite and reasonable requests from his managers

(eg Mr Niske's about the leave request and why he was using his personal email) with lengthy, rude and inflammatory emails. In my judgment it is not likely that at full hearing the Claimant will succeed in showing that the principal reason for dismissal was his alleged protected disclosures rather than the matters referred to in Mr Mayne's letter.

84. This is especially so given that the disciplinary proceedings that culminated in the Claimant's dismissal were commenced on 26 November 2019 prior to him raising the protected disclosures on which he relies and therefore inevitably were not started as a response to his protected disclosures. Although it is possible that the Claimant may establish at trial that the disciplinary proceedings would not have been progressed as they were had he not made his alleged protected disclosures, at present it appears to me that the likely explanation for the delay in progressing the disciplinary procedure was because of the grievances and whistleblowing complaints that the Claimant raised, which R1 tried to deal with before progressing the disciplinary procedure, in accordance with normal good practice. As such, while his whistleblowing may in part explain the delay in the disciplinary process, it is not likely to constitute Mr Mayne's principal reason for the decision to dismiss.

85. The Claimant asks me to consider *Jhuti* and for the purposes of this application I am prepared to accept that Mr Niske and Mr Woodford at least may be persons whose state of mind is to be attributed to the employer under the *Jhuti* principles as I have set them out above, whether as individuals who *may* fall to be treated as part of the decision-making process, or as individuals in the hierarchy above the employee who might have been in a position to manipulate the decision. However, this is clearly not a case like *Jhuti* itself where false evidence was presented to the dismissing officer to persuade them to dismiss. The matters for which the Claimant was on the face of the 5 May 2020 letter dismissed were all indisputably things that he had himself written in emails.

86. Nor is there at present any evidence that they (or, indeed, anyone else at Motorola) did seek to influence Mr Mayne in relation to the decision to dismiss, let alone that they did so because of the Claimant's alleged protected disclosures. It is possible that such evidence may emerge at trial, but at present there is nothing that persuades me that this is likely to be the case. The matters that the Claimant relies on as showing a pattern of retaliatory conduct by Motorola do not seem to help him much. There may well have been an element of 'retaliation' in October/November 2019 when Mr Despres appears to have complained about the Claimant when the Claimant complained about him, but after that, for the reasons I have already set out above, it seems to me that disciplinary proceedings were probably warranted and that the progress of them was uninfluenced by the Claimant's subsequent protected disclosures, save that investigating those occasioned delay in progressing the disciplinary proceedings. The suspension of the Claimant on 4 March 2020 appears to have been because the whistleblowing investigation had concluded and so R1 decided to resume the disciplinary proceedings. Mr Woodford's frustration toward the Claimant in the meeting of 13 February 2020 appears to me (even applying the cautious approach urged by the EAT in *Martin v Devonshires* above) to be explained by his frustration at the Claimant's unwillingness to substantiate allegations he was making and his conduct in the meeting rather than the substance of the alleged protected disclosures. In any

event, there is no evidence at present that Mr Woodford subsequently sought to influence Mr Mayne's decision to dismiss.

Overall conclusion

87. For all these reasons I find that the Claimant is not likely to succeed at trial on his claim that he was dismissed for making protected disclosures under s 103A ERA 1996. Accordingly I dismiss his application for interim relief under s 128 of the ERA 1996.

Employment Judge Stout

Date: 25/06/2020

JUDGMENT & REASONS SENT TO THE PARTIES ON

12/10/2021

.....
FOR THE TRIBUNAL OFFICE