THE EMPLOYMENT TRIBUNALS

Claimant: **Mr M Dias**

First Respondent: **The Chief Constable of Cleveland Police**
Second Respondent: **Police & Crime Commissioner for Cleveland**

Heard at: Newcastle upon Tyne Hearing Centre by CVP
On: 1st & 2nd November 2021

Before: **Employment Judge Martin**

Representation:

Claimant: Mr A Rathmel (Counsel)
First Respondent: Mr A Moon QC (Counsel)
Mr G Powell (Counsel)
Second Respondent: Mr S Naughton

This case was heard by way of Cloud Video Platform (CVP) due to the on-going Coronavirus pandemic. The parties agreed to the case being heard by way of CVP.

RESERVED JUDGMENT

1. The claimant's complaint of race discrimination is dismissed upon withdrawal.

2. The claimant's complaints of protected interest disclosure and victimisation in respect of paragraphs 10A, 10B, 10H and 10M of the Further Particulars dated 30 April 2021 are dismissed upon withdrawal by the claimant.

3. The claimant's complaints of victimisation and protected interest disclosure in respect of paragraph 10K of the Further Particulars dated 30 April 20221 is hereby dismissed. The tribunal does not consider it has any reasonable prospect of success.

4. The claimant is ordered to pay a deposit order in the sum of £650.00 in respect of each of the remaining allegations of protected interest disclosure and victimisation set out at paragraphs 10B, 10D, 10E, 10F, 10G, 10I, 10J, 10K, 10L of the Further Particulars dated 30 April 2021. The claimant is also ordered to pay a deposit order in the sum of £650.00 in respect of his complaint of disability discrimination – reasonable adjustment; making a total deposit order in the sum of £11.050.00.

This tribunal considers that the claimant has little prospect of success in relation to those complaints.

REASONS

Introduction

1. The claimant and DCC Arundal attended the hearing, which was conducted by way of CVP. DCC Arundal left part way through the second day. The solicitors for the first and second respondent were also present. No evidence was given by either the claimant or any of the respondents during the course of the hearing.

2. This case came before me on an application by the first and second respondents to strike out the claimant's complaints on the basis that they had no reasonable prospect of success and/or they had little prospect of success and/or the complaints were outside the time limit for the presentation of such complaints. Alternatively in relation to time, in the case of the protected interest disclosure complaints, that it would have been reasonably practicable for the claimant to have presented the claim in time and it was not presented within a reasonable time period thereafter. In relation to the complaint of victimisation that it was not part of a continuing act and/or it would not be just and equitable to extend time. The details of the application are set out in the Order of the Tribunal dated 15th March 2021. However, the issue relating to any reference to without prejudice negotiations was not being pursued. At the outset of the hearing, the claimant's representative indicated that the claimant was not seeking leave to amend his claim.

3. The respondents made an additional application to strike out the claims on 4th October 2021, whereby they were seeking to strike out alternatively on the basis that there was a breach of the Tribunal order of 15th March and were seeking costs, albeit that, at the outset of the hearing, the first respondent's representative indicated that they would be reserving any application for costs.

4. The Tribunal was provided with a large bundle of documents on behalf of the parties. The claimant and first respondent also produced substantial bundles of authorities. The claimant and first respondent also provided written skeleton arguments in advance of the hearing. A chronology of events was also produced to the Tribunal. Part way through the hearing, the first respondent also produced a table summarising their various applications. Neither of the parties presented any oral evidence at the hearing. All the parties made oral submissions.

The law

5. At the outset of the hearing, the claimant and first respondent representatives indicated that, although large bundles of authorities had been produced by both parties, the law was largely agreed between them.

6. With this in mind the Tribunal is not intending to set out in detail each of the statutory provisions and case law which has been relied upon, albeit that the Tribunal will refer to the main authorities which were relied upon during the course of oral submissions and as referred to in detail in the written submissions. The

Tribunal should make it clear that it took account of the list of authorities referred to by both claimant and the first respondent in their bundle of authorities.

7. The Tribunal in particular took note of the following law/case law relied upon by both parties as indicated to a degree in their written submissions as follows:-

8. Rule 37 Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013 Schedule 1- At any stage of the proceedings, either on its own motion or on the application of a party, a tribunal may strike out all or part of a claim or response on any of the following grounds:-

   (a) that is scandalous or vexatious or has no reasonable prospect of success;

   (c) for non-compliance with any of these rules or with an order of the tribunal.

   Rule 37 (2). A claim or response may not be struck out unless the party in question has been given a reasonable opportunity to make representations, either in writing or, if requested by the party, at a hearing.

9. Rule 39 Schedule 1 of the ET (Constitution and Rules of Procedure) Regulations 2013 - Where at a preliminary hearing, the tribunal considers that any specific allegation or argument in a claim or response has little reasonable prospect of success, it may make an order requiring a party (the paying party) to pay a deposit not exceeding £1,000 as a condition of continuing to advance that allegation or argument.

   Rule 39 (2). The tribunal shall make reasonable enquiries into the paying party's ability to pay the deposit and have regard to any such information when deciding the amount of the deposit.

   Rule 39 (3). The tribunal's reasons for making the deposit order shall be provided with the order and the paying party must be notified about the potential consequences of the order.

   Rule 39 (4). If the paying party fails to pay the deposit by the date specified the specific allegation or argument to which the deposit order relates shall be struck out.

   Rule 39 (5). If the tribunal at any stage, following the making of a deposit order, decides that specific allegation or argument against the paying party for substantially the reasons given in the deposit order:-

   (a) the paying party shall be treated as having acted unreasonably in pursuing that specific allegation or argument for the purposes of Rule 76, unless the contrary is shown; and

   (b) the deposit shall be paid to the other party (or if more than one), to such other party or parties as the tribunal orders, otherwise the deposit shall be refunded.

Rule 39 (6). If a deposit has been made to a party under paragraph 5b and a costs or preparation time order has been made against the paying party in favour of the party receiving the deposit, the amount of the deposit shall count towards the settlement of that order.

10. Section 48 (3) of the Employment Rights Act 1996. An employment shall not consider a complaint under this section unless it is presented

    (a) before the end of the period of three months beginning with the date of the act or failure to act to which the complaint relates or, where that act or failure is part of a series of similar acts or failures, the last of them or

    (b) within such further period as the tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the complaint to be presented before the end of that period of three months.

11. Section 123 of the Equality Act 2010. Proceedings on a complaint (of discrimination) should be brought before the end of

    (a) the period of three months starting with the date of the act to which the complaint relates, or

    (b) such other period as the employment tribunal thinks just and equitable.

    Section 123 (3). For the purposes of this section:-

    (a) conduct extending over a period is to be treated as done at the end of the period.

12. The tribunal was also referred to a number of statutory provisions as follows which did not appear to be a major issue in these proceedings, namely :- Sections 108 Equality Act 2010 which deals with when employment relationships have ended; Section 109 of the EA 2010 which deals with the liability of employers and principals; Section 110 which deals with liability of employees and agents; Section 111 which deals with causing or inducing contraventions of the Act; Section 112 which deals with aiding contraventions of the Act. Finally, the tribunal was referred to Section of the Police Reform Act 2002 as to who is the appropriate authority and Section 1 of the Police Reform and Social Responsibility Act 2011 which deals with Police and Crime Commissioners.

13. The tribunal was also referred to and considered the case of **North Glamorgan NHS Trust v Ezsias 2007 ICR** where it was held by the Court of Appeal that, although employment tribunals should be alert to providing protection to respondents from claims that had little or no reasonable prospect of success, they had also to exercise appropriate caution before making an order that would prevent an employee from proceeding to a trial in a case which involves serious and sensitive issues and that in cases where factual issues were diametrically opposed, these should generally not be struck out, but may be struck out in clear and obvious cases. The Court of Appeal held that there may be cases which embrace disputed facts, but which nevertheless may justify striking out on the

basis of their having no reasonable prospect of success – **ED & F Mann Liquid Products Limited v Patel**…in essence it would only be an exceptional case that, an application to an employment tribunal to strike out a case will succeed as having no reasonable prospect of success when the central facts are in dispute. An example might be when the facts are totally and inexplicably inconsistent with the undisputed contemporaneous documentation. It was also held in that case that the same or a similar approach should in general be applied to protected disclosure cases as apply to discrimination cases, subject always of course to the kind of exceptional case referred to in that case.

14. The case of **Anyanwu v South Bank Students Union 2001 IRLR 305** which underlined the importance of not striking out claims for an abuse of process except in the most obvious of cases. Discrimination cases are generally fact sensitive and their proper determination is always vital in a plural society. In this field more than any other, the bias in favour of a claim being examined on the merits or demerits of its particular facts is a matter of high public interest. Discrimination issues of this kind should, as a general rule, only be determined after hearing the evidence.

15. The case of **ED & F Mann Liquid Products Limited v Patel 2003 EWCA** where it was held that where the facts sought to be established by the claimant were totally and inexplicably disputed in contemporaneous documentation, the case may in those circumstances be struck out.

16. The case of **Van Rensburg v Kingston upon Thames RBC UKEAT/0096/07** which held that **Ezsias** demonstrates that disputes over matters of fact including a provisional assessment of credibility, can in an exceptional case be taken into consideration even when a strike out is considered….it would be very surprising if the power of the tribunal to order the very much more limited sanction of a small deposit did not allow for a similar assessment, particularly since in each case the tribunal is assessing the prospects of success, albeit to different standards. Moreover the test of little prospect of success….. is plainly not as rigorous as the test that the claim has not reasonable prospect of success….it follows that a tribunal has a greater leeway when considering whether or not to order a deposit. Needless to say it must have a proper basis for doubting the likelihood of the party being able to establish the facts essential to the claim or response.

17. The case of **Wright v Nipponkoi Insurance Europe Limited UKEAT/0113/14** where it was held that, when making deposit orders employment tribunals should stand back and look at the total sum awarded and consider the question of proportionality before finalising the orders made. It was noted in that case that the employment judge did not make the maximum awards that he could have done but made orders which gave rise to a total sum that seemed proportionate when taking account of the number of allegations to which the orders related and the claimant's means. This was a proportionate view on the totality of the award and a conclusion that was entirely open to the employment judge as an exercise of his discretion.

18. The tribunal was also referred to the case **of Kirwan v Goodman 1841 QBD page 330** where it was held that where an inquiry has commenced it ought to proceed and should not be stifled.

19. The case of **Hinton v University of East London 2005 IRLR552** where it was held that the requirement in Section 203 Employment Rights Act 1996 is that to constitute a valid compromise an agreement must relate to the particular proceedings… the conditions regulating compromise agreements should be construed so far as possible to promote the purpose for which they were intended, namely to protect employees from agreeing to relinquish their right to bring proceedings in the employment tribunal. That case also made it clear that the effect of the agreement is that if such an agreement is made before employment tribunals proceedings, it may validly provide that the employee will refrain from instituting such proceedings….what proceedings are being compromised is, in the first instance, simply a matter of contract. Ordinary principles of contractual interpretation apply.

20. The case of **Commissioner of Police of the Metropolis v Hendricks 2003 ICR530** where it was held that sometimes too literal an approach was taken to the language used in authorities on "continuing acts"…the concepts of policy, rule, practice, scheme, or regime in the authorities were given as examples of when an act extends over a period. They should not be treated as a complete and constricting statement of the dicta of "an act extending over a period". The focus should be on the substance of the complaint that the commissioner was responsible for on an on-going situation or a continuing state of affairs in which officers were treated less favourably. The question is whether that is "an act extending over a period" as distinct from a succession of unconnected or isolated specific acts for which time would begin to run from the date when each specific act was committed. That case also held at paragraph 46 thereof that "….. All these difficult and important points are best decided once all the evidence has been heard and the facts ascertained. Paragraph 54 thereof suggested ways of managing discrimination cases. That case also set out guidance in considering whether it is just and equitable to extend time which includes the length of the delay; the reason for the delay; the extent to which the respondent's behaviour contributed to the delay; whether the claimant has taken steps to obtain advice; whether the claimant acted promptly once made aware of the possibility of taking legal advice and any prejudice to either party.

21. The case of **Arthur v London East Railways 2007 ICR193** in particular paragraphs 26 to 36 thereof where it was held that "Discrimination or other forms of detrimental treatment can spread over a period, sometimes a long period…behind the appearance of isolated, discrete acts, the reality may be a common or connecting factor, the continuing application of which to the employee subjects him to ongoing or repeated acts of discrimination or detriment. At paragraph 30 it was held "The provision in Section 48 (3) regarding complaint of an act which is part of a series of similar acts is also aimed at allowing employees to complain about acts (or failures) occurring outside the three month period. There must be an act (or failure) within the three month period, but the complaint is not confined to that act (or failure). The last act (or failure) within the three month period may be treated as part of a series of similar acts (or failures)

occurring outside the period. If it is, a complaint about the whole series of similar acts (or failures), it will be treated as in time" At paragraph 31 "The provision can therefore cover a case where, the complainant alleges a number of acts of detriment, some inside the three month period and some outside it. The acts occurring in a three month period may not be isolated one of acts but connected to earlier acts or failures outside the period…there must be some relevant connection between the acts in the three month period and those outside it….if it is a complaint about the whole series of similar acts (or failures) it will be treated as in time. In order to determine whether the acts are part of a series some evidence is needed to determine what link, if any, there is between the acts within the three month period and those acts outside the three month period. At paragraph 35 it was held that in order to determine whether the acts are part of a series of acts some evidence is needed to determine any link…It is necessary to look at all the circumstances surrounding the acts."

22. In the case of **Dedman v British Building & Engineering Appliances Limited 1973 IRLR379** it was held that if an applicant is receiving legal advice and being advised by skilled advisors, it will be practicable for him to present his claim within the time limit.

23. The case of **Base Children's Wear Limited v Lomanotshudi 2019 UKEAT/0267/18** was referred to by the claimant's Counsel which he relied upon as a reference to a post- employment grievance which impacted on an uplift on wages.

24. The case of **Malik v Birmingham City Council and Another UKEAT/0027/19** where it was held that it was well established that striking out a claim of discrimination is considered to be a draconian step which is only to be taken in the clearest of cases. That case referred to the case of **Anyanwu and another v South Bank University**. It went on to indicate that the applicable principles were summarised in the Court of Appeal case of **Mechkarov v Citybank 2016 ICR1121**. It went on to that there are cases where there is no absolute bar on the striking out of such claims as has been established in a number of other cases.

25. In the case of **Mechkarov v Citybank 2016 ICR 1121** it was held that, only in the clearest case should a discrimination claim be struck out where there are core issues of fact that turn to any extent on oral evidence which should not be decided without hearing oral evidence; the claimant's case must ordinarily be taken at its highest; if the claimant's case is "conclusively disproved by" "or "is totally or inexplicably inconsistent" with undisputed contemporaneous documents, it may be struck out. A tribunal should not conduct an impromptu mini trial on oral evidence to resolve disputed facts.

26. The case of **Boyle v SCA Packaging Limited 2009 ICR1056** where it was held that the power which tribunals have to deal with issues separately at a preliminary hearing should be exercised with caution and resorted to only sparingly. This is in keeping with the overriding aim of the tribunal system. The case referred to the case of **Tilling v Whiteman 1980** where it was held by Lord Scarman that preliminary points of law are often treacherous short cuts even more so where the points are to be decided as a matter of mixture of fact and law. In **Boyle** it was

held that the essential criteria for deciding whether or not to hold a pre hearing is whether as put in the case of **CJ O'Shea Construction Ltd V Bassi 1998** there is succinct knock out point which is capable of being decided after only a relatively short hearing. This is unlikely to be the case where a preliminary issue cannot be entirely divorced from the merits of the case, or the issue will require the consideration of a substantial body of evidence.

27. The case of **Cox v Adecco Group UK Limited 2001 ICR 1307** where it was held that strike out is not prohibited in discrimination or whistleblowing cases but special care must be taken in such cases as it is rarely appropriate; the question of whether a claim has a reasonable prospect of success which turns on factual issues that are disputed is highly unlikely to be a case where strike out will be appropriate; the claimant's case must ordinarily be taken at its highest. It goes on to say that there should be a fair assessment of the claims and issues on the basis of the pleadings and other documents. It refers to the overriding objective of co-operation between the parties. It also indicates that if a strike out has a reasonable prospect of success as it has not been properly pleaded, consideration should be given to the possibility of an amendment subject to the usual balancing test. These provisions are referred to at paragraphs 28 to 31 of that decision. The case also indicates that if the case is poorly pleaded strike out should not be a short cut to deal with a case that otherwise requires a great deal of case management. It goes on to indicate that there should be a reasonable attempt at identifying the claims and issues before considering striking out and making a deposit order. The respondent should at least assist the tribunals in trying to ascertain what the claim is about.

28. The **Statutory Guidance to the Police Service issued by the Independent Police Complaints Commission (IPCC) in May 2015** which states that the Guidance is issued under **Section 22 of the Police Reform Act 2002** and applies to policing bodies and all of the police forces. It goes on to say that if the Guidance is not followed there has to be a sound rationale for departing from it or risk a legal challenge.

29. **Paragraph 5.3** thereof refers to local resolutions following referral. It states an appropriate authority may consider local resolution of a complaint that has been referred to the IPCC, if the IPCC has determined that an investigation is not necessary and referred the complaint back to the appropriate authority. **Paragraph 5.14** states that if the IPCC has determined that an investigation is necessary and how the complaint should be investigated, but the appropriate authority wishes to resolve the complaint locally, an application for local resolution must be submitted to the IPCC. However this should not be a routine occurrence. Applications should be made only where there is new information or evidence, which is not reasonably available at the time of the referral, to suggest that local resolution would be appropriate. **Paragraph 5.15** refers to ways of resolving the complaint - Local resolution is a flexible process that may be adapted to the needs of the complainant and the individual complaint. The actions taken to resolve a complaint locally will depend on the substance of the complaint and the discussion that has taken place with the complainant. It then goes on to deal at **paragraph 11.45** with management of independent investigations. It states that a copy of the report will be sent to the appropriate authority and the IPCC will notify

the appropriate authority that it must determine whether any person has a case to answer in terms of gross misconduct, issues about performance and what other actions should be taken. It goes on to say that the appropriate authority must make those determinations and submit a memorandum to the IPCC setting out its determinations. **Paragraph 11.46** provides that the IPCC expects the appropriate authority's memorandum as soon as practicable having made its determinations and in any event within fifteen working days of the request. Its determination should be clear in reason so that the IPCC can consider the memorandum and decide whether to make recommendations. The IPCC may seek further information from the appropriate authority when considering the memorandum.

30. The case of **Adedeji v University Hospitals Birmingham NHS Foundation Trust 2021 EWCA CIV23** where the Court of Appeal warned about sticking rigidly to the list of factors to take into account on just and equitable grounds as set out in the case of **Keeble** but emphasised that the factors to be taken into account depend upon the facts of the particular case albeit that it accepted that the factors which are almost always relevant to consider when exercising any discretion to extend time are:- (a) the length of and reasons for the delay and; (b) whether the delay has prejudiced the respondent.

Facts

31. The claimant, a former police officer, was employed by the first respondent. He left the first respondent's employment in 2013.

32. The claimant is now an employee relations / HR director. He has been working in HR since he left the police force.

33. He raised complaints of race discrimination, victimisation and whistle blowing in relation to his employment with the first respondent. He complained about institutional racism within that organisation. He also raised a complaint before the Investigatory Powers Tribunal regarding communications and data and was successful. A judgment was made in his favour in that Tribunal in January 2021.

34. The claimant brought a complaint of race discrimination, victimisation and protected interest disclosure before an employment tribunal in 2017.

35. A settlement was entered into by the claimant with the first respondent in November 2017 in respect of those proceedings. That settlement agreement is at page 311- 314 of the bundle. It provides for a very substantial sum of money to be paid to the claimant in full and final settlement of his claims. The claims for which he agreed to accept the settlement sum in full and final settlement were in respect of all claims, grievances, complaints, and all proceedings of which the claimant has or is aware of against the respondent arising out of or in connection with his police service including those claims set out in the schedule which included claims of discrimination, victimisation and protected interest disclosure as noted at Page 314.

36. The parties also agreed to issue a public joint statement which is at page 318 - 319 of the bundle. In that joint statement it stated that the claimant had stood up

against institutional racism and wrong-doing within the first respondent organisation, was discriminated against and disadvantaged. It was also noted that the first respondent had unlawfully used provisions in the regulation of investigatory powers act against the claimant to obtain his communications data. It stated that the claimant has now been vindicated. The Chief Constable apologised to the claimant and his family for the hurt caused and damage to his reputation and career within the police service and for damage caused by the organisation not acting on his concerns. It commended him for standing up for equality and integrity in policing.

37. As a result of the claimant's complaints, an investigation was undertaken which has been titled Operation Talon which took place between 2014 and 2016.

38. The claimant appealed against the outcome from that investigation in December 2017. The appeal process was largely termed as Operation Forbes and was concluded in July 2020, the report being published at the end of July 2020. Another investigation titled Operation Marne is still ongoing.

39. The claimant's appeal in relation to Operation Talon was effectively decided by the IPCC in December 2017. The claimant's appeal was upheld to a degree. Further investigation was ordered in relation to the number of complaints. The IPCC indicated that there were relevant lines of enquiry that ought to be pursued to their full potential and directed further investigation. It indicated that certain potential witnesses identified by the claimant would be contacted - page 490. That investigation effectively became Operation Forbes as indicated above.

40. In Spring 2018 the claimant and other Asian officers were interviewed as part of that Operation Forbes.

41. Between 2018 and 2020, various correspondence took place, instigated by the claimant, with the IPCC, as to whether the claimant wished to withdraw his complaints to the IPCC and resolve matters through local resolution. In October 2019 the IPCC wrote to the claimant referring to the representations made by the claimant suggesting that there should not be an ongoing independent investigation and requesting the matter be dealt with locally by the first respondent noting that the claimant was not prepared to withdraw his complaints and wanted to add a number of conditions which would be attached to any local resolution. It is noted that similar representations were made to the first respondent. The IPCC noted that the conditions were not acceptable and had taken legal advice on the matter. The IPCC stated that the Police Reform Act did not provide the legal basis to allow such action and that they were intending to continue with the investigation. The first respondent also indicated to the claimant that they did not consider that the matter could be dealt with through local resolution unless the claimant withdrew his complaints which he was not prepared to do.

42. Further correspondence took place between the claimant and the first respondent as is noted at page 498 of the bundle. The claimant e-mailed DCC Arundal at the end of January 2020 to try and find a form of closure to the case. The IPCC also wrote to the first respondent's by e-mail in February 2020 indicating that it was up to the claimant to speak to the first respondent stating that it was a matter for him

as to whether he wished to withdraw his complaint, but their stance was that because of their statutory obligations they could only cease the investigation if the complaint was formally withdrawn, Their caveats indicated the matter could only be resolved if the claimant formally withdrew his complaints.

43. Further correspondence ensued on 14th February 2020 when the first respondent's solicitors wrote to the claimant's solicitors indicating that resolution by way of local resolution could not be achieved unless the claimant withdrew his complaints. The matter was a matter of significant public interest due to the links with Operation Marne which was ongoing and therefore the matter should be independently resolved - page 501.

44. By June 2020 the claimant had instructed his former solicitors, who are now acting for him in these proceedings. The claimant emailed DCC Arundal and others requesting a post-employment grievance on 8 June 2020 alleging racial discrimination, detriment and victimisation. He also said Operation Talon was an abuse of process – page 506.

45. On 11th June 2020 the first respondent's in-house solicitors responded to the claimant's e-mail of 8th June requesting a post – employment grievance and pointed out that their grievance policy did not provide for grievances by former employees. They indicated that the matter was being dealt with by the IPCC - Page 508 of the bundle.

46. On 14th June 2020 the claimant sent a further e-mail to DCC Arundal and copied it to various other persons within the first respondent and various people in the IPCC as well as to his solicitor. That document is effectively a form of grievance. It is however difficult to follow and consists of approximately three and a half pages - pages 509 – 512 of the bundle.

47. On 3rd July 2020, the first respondent's in-house solicitors wrote to the claimant to indicate that they are considering a customer contact arrangement because of the various complaints raised by the claimant - pages 514 – 516. They set out the reasons why they are considering implementing such an arrangement.

48. The claimant responds to that letter on 8th July and explains why it is inappropriate. He raises matters relating to his health and requests the engagement of occupational health - pages 519 – 521 of the bundle. He says he is shielding because of Covid 19 and requests reasonable adjustments.

49. On 9th July 2020 the first respondent's in-house solicitors write to the claimant to indicate that they will be putting in place certain arrangements with regard to customer contact. They also state that they do not consider that they have any obligation to make any reasonable adjustments -pages 530 – 532.

50. On 30th July 2020, the IPCC issued a report on Operation Forbes -pages 569 – 613. It notes at page 575 that the claimant first made his complaints in May 2014. At page 580 it is noted that Mr Nadeem Saddique was interviewed in 2014 but was not able to offer any direct evidence. It notes the claimant did name other people to support his allegations. It was noted that the current investigation either

approached those individuals for statements or considered evidence that they had previously given in Mr Saddique's employment tribunal claim in 2015 - page 580. At page 582 it is noted that Mr Sharday Malik was approached by the IPCC investigators and provided a statement in March 2020 having recalled being interviewed by the Equality Review team. He was asked about other matters relating to the claimant's allegations - pageS 582 – 583. At page 583 it is noted that Mr Steve Kappel was interviewed by the IPCC investigators on 5th March 2020. At page 585 it is noted that Mr I Hughes was also interviewed on 5th March 2020. At page 586 it is noted that Nasser Hussain had retired from the first respondent and was contacted about being interviewed. He was written to in November and December 2019. On 3rd December he replied to say he did not wish to comment further - page 586.

51. At page 597 it is noted that a number of further areas of investigation were identified to fully address the claimant's complaints including seeking evidence from PS Waseem Khan and to consider the employment tribunal judgment brought by PC Nadeem Saddique - page 597. Pages 606- 607 deals with seeking evidence from PS Waseem Khan and the steps taken in that regard. It notes that in July 2018 the IPCC investigators visited and spoke with PC Waseem Khan. He declined to provide a statement which was subsequently confirmed by his legal representatives saying that he would contact the IPCC when he was able to, but has not contacted them or provided a statement to the IPCC - page 607. It was also noted that enquires were made with Chief Inspector Kathy Prudom who did not provide a written statement but did speak verbally to the inspector. She categorically denied having a "secret dossier" on the claimant and said she had no knowledge of any such file existing - page 606. At page 607 it is noted that there was consideration given to the 2015 Saddique ET judgment.

52. The summary for publication is at pages 612 and 613. It is noted at page 613 that the IPCC investigation did not find any evidence to support the allegations made by the claimant.

53. In early August 2020 the claimant's solicitors indicated that they had instructions to issue a judicial review - page 614 of the bundle.

54. The claimant's solicitors suggested that they would bring proceedings in the employment tribunal, which the first respondent's solicitors indicated they had no basis for doing so.

55. On 9th July 2020 the first respondent implemented their customer contact arrangements.

56. In September 2020 the claimant was provided with a copy of the report from Operation Forbes.

57. The claimant contacted ACAS in early October 2020. He then issued these proceedings to the employment tribunal on 26th October 2020. In the claim form he identifies his representative. However, he appears to have drafted the claim form himself, which includes a one page document at page 46 which sets out five main topics: - being his first litigation settlement; reference to Operation Talon; the

Weightman review and customer contact strategy. He indicates that he is bringing claims of victimisation, discrimination, race and disability and whistle blowing. He did not provide any other specific details relating to those complaints. The claims set out in those particulars are very difficult to ascertain.

58. The claimant provided amended particulars of his claim on 5th January 2021 which are at pages 112 – 178 of the bundle. Those amended particulars are very detailed, but are again very difficult to follow. In summary he appears to be claiming four separate claims: - Claims 1 and 3 relate to breach of contract; Claim 2 - race discrimination, victimisation and whistle blowing; Claim 4 - whistle blowing and victimisation; Claim 5 - disability discrimination and Claim 6 - protected interest disclosure.

59. In the amended particulars of claim at paragraph 58 on page 142 the claimant confirms that he met with the IPCC investigators. He indicates that his position was that the matters had been resolved as part of the settlement agreement. He refers to the Talon report which is at page 367 – 467 of the bundle. That report was concluded in 2016 and notes in the conclusions at page 464 and 465 that, before the claimant resigned from the first respondent in 2013, he had raised a number of allegations. He asserts that the investigations were concluded because a COT3 settlement was reached during the course of his employment tribunal proceedings.

60. In March 2021 the first respondent made an application to strike out the claimant's claims and for deposit orders.

61. A case management hearing took place on 15th March 2021.

62. Prior to the preliminary hearing on 15th March 2021, the claimant had made a substantive application for disclosure of documents from the IPCC. He indicated at that hearing that he was not going to be pursuing that application for disclosure until after the hearing today.

63. At the hearing on 15th March 2021, the claimant was ordered to provide further and better particulars of the reasonable adjustments and most significantly provide further particulars in respect of his other complaints, which were to be provided by 30th April 2021. The further and better particulars to be provided by 30th April related to his claim for race discrimination, victimisation and public interest disclosure.

64. In relation to his claim of victimisation he was required to specify the protected acts relied upon, when they occurred, what were the detriments and the dates of each such detriment and the name of the person who did the act or omission in each case and who was responsible for the acts or omissions in each case.

65. In the case of public interest disclosure complaints he had to identify the information relied upon, to whom the information was disclosed, how it was disclosed, what wrong-doing it alleged; how it was in the public interest and the basis on which he alleged it was reasonable.

66. In relation to each of the detriments he had to indicate what detriments were relied upon, when they occurred and who carried out each such detriment and who was responsible for each such detriment.

67. At the hearing on 15th March 2021, a public preliminary hearing was also fixed to determine:- firstly any application to amend to amend the claim; secondly to determine the applications by the first and second respondent to strike out the whole or part of the claimant's complaint under Rule 37 and paragraphs of the claimant's particulars relating to without prejudice to correspondence. Alternatively deposit orders in relation to the claimant's complaints and strike out on the basis that the claims were out of time.

68. At the hearing on 15 March 2021, the claimant withdrew his complaint of breach of contract. At the same time the respondent indicated that their counterclaim for breach of contract would be withdrawn if the claimant withdrew his complaint.

69. Following that order the claimant provided the further information relating to his disability claim.

70. The claimant then instructed Counsel, who appears before the tribunal today. He drafted the Further Particulars of the claimant's claims which are set out at pages 245 – 253.

71. The detriments relied upon by the claimant are set out at paragraph 10 A – M - pages 250 – 251 to which I will refer further in due course.

72. In August 2021, the first respondent made a request for further and better particulars of those Further Particulars. The claimant's representative declined to provide any further particulars.

73. On 4th October 2021 the first respondent made a further application to strike out the claimant's claims on the basis that the claimant had failed to comply with the order made on 15th March 2021 and to seek costs. The latter application they have reserved to be heard after the judgment in this hearing.

74. On 21st October the claimant withdrew his claim of race discrimination, part of his complaints relating to victimisation and protected interest disclosure namely those set out at 10A, 10C, 10H and 10M of the further particulars at page 250 – 252.

75. The detriments relied upon by the claimant in respect of both his victimisation and protected interest disclosure claims are, as indicated earlier, set out in paragraph 10 of the Further Particulars dated 30 April 2021- pages 250 – 252 of the bundle as follows:-

76. Paragraph 10B "Acts/omissions of unknown officers/staff of the respondent in not disclosing evidence or assisting with enquiries relevant to the investigation into the claimant's complaints (the claimant has made disclosure requests relating to this allegation, see below)".

77. Paragraph 10D "The failure of the respondent (so far as the claimant is aware at any time prior to September 2020) to correct the above-mentioned representations by Ms Cheer and officers in respect of his complaints." Those complaints referred to in 10D, appear to cross reference to comments at Paragraph 10C, which has now been withdrawn. Paragraph 10C refers to a letter in December 2015 and suggests other representations were made other persons.

78. Paragraph 10E states "The failure of the respondent (so far as the claimant is aware at any time prior to September 2020) to amend their submissions in respect of the claimant's complaints to reflect contents of the IPT judgments, the 2007 team agreement and the respondent's press releases regarding the same."

79. Paragraph 10F – "The insistence by the respondent confirmed on various dates to September 2020 in their correspondence with the IOPC and the claimant, that Operation Talon continue to be investigated notwithstanding the terms of the 2017 agreement which expressly (clause 6) settled "all claims, grievances, complaints, all proceedings between the parties".

80. Paragraph 10G "The insistence by the respondent, confirmed on various dates to September 2020 in their correspondence with the IOPC and the claimant, that the claimant should "withdraw" his complaints in circumstances where the respondent was aware that the claimant did not withdraw his allegations of wrong doing but rather wanted the complaint proceedings to be terminated mutually in accordance with the 2017 agreement".

81. Paragraph 10I. "The refusal on or after 29th January 2020, by Deputy Chief Constable Ian Arundal or any senior officer to speak with the claimant about the complaints proceedings."

82. Paragraph 10J. "The failure of the respondent to take seriously and/or agree to the claimant's request by e-mail on 8th June 2020, to enter a grievance (or similar ADR) regarding the continuation of the claimant's complaints."

83. Paragraph 10K. "The refusal by the respondent to permit the claimant access to/assistance from the first respondent's occupational health service, in respect of the claimant's work related stress and anxiety, requested by the claimant on 8th July 2020."

84. Paragraph 10L. "The decision by the first respondent to subject the claimant to a "customer contact strategy" communicated to the claimant on 3rd and 9th July 2020 inhibiting the claimant's contact with police authorities in requiring him to incur legal fees."

85. It was noted that the parties effectively agreed that any acts omissions before 6th July 2021 are not within the primary time limit for the presentation of such complaints, however the claimant argues that the acts/omissions are part of a continuing act and/or it would be just and equitable to extend time.

86. The first respondent's grievance policy is at pages 619 – 630 of the bundle. At page 621 it states that the policy applies to police officers, police staff, specials

and volunteers. It goes on to state that the organisation aims to ensure that individuals with a grievance relating to issues in the workplace have access to a procedure.

87. The claimant's attendance management policy is at page 631 – 649 of the bundle. It states at page 632 that the policy applies to police officers, police staff and staff employed by the Office of the Police and Crime Commissioner (IOPCC) (the second respondent). At page 637 it states that, at various stages of managing the individual's sickness absence the organisation may wish to obtain advice on the individual's fitness for work from specialist occupational health advisors.

88. The guidelines for managing referral to occupational health are referred to at pages 647 -649. It states this might occur for long-term absence, short-term absence, uncharacteristic work performance or behaviour, accident/injury or illness aggravated by the working environment or where it has an impact on their ability to carry out their duties.

89**.** The respondent has also produced the Guidance on managing unacceptable and unreasonable complainant behaviour which is at page 664 – 676. At page 666 it states that, in a small number of cases people, pursue their complaints in a way that is unacceptable. They may be unreasonably persistent in their contact or make unreasonable demands. This can have an impact on the health and safety of complaint handlers. It states at page 668 that unreasonable persistence may be unreasonable:- if someone continues to write e-mails or telephone their complaints excessively and without providing new information; contacting different people in the same organisation to try and secure a different outcome; the volume or duration of contact impacting on the ability of the complaint handlers to carry out their functions. It says this may be unreasonable because of the impact it can have on the time and resources of staff and in turn impact on the capacity to manage other complainants.

90. At page 672 it states that the complainant should be informed about the issues with their behaviour and why it is considered unacceptable or unreasonable.

Submissions

91. As outlined above both the first respondent and the claimant's representative filed detailed written submissions and also made detailed and extensive oral submissions which I do not intend to recite in detail in this judgment. The second respondent effectively adopted the submissions made by the first respondent in submissions.

92. The first respondent submitted that the claims had no reasonable prospect of success and referred to particular elements of each of the various claim which he submitted were effectively hopeless. He further submitted that the claims could not be pursued because they had effectively already been settled pursuant to the terms of the settlement agreement and therefore could have no reasonable prospect of success and/or that the tribunal had no jurisdiction to hear the claims. He also submitted that the claims were inadequately pleaded and the claimant had been given adequate opportunity to properly plead his case. He said that the

respondent could not properly respond to the claims as currently pleaded. He also argued that the claims were out of time, although he said that in some instances he could not actually work out when the alleged acts or omissions had occurred because of the lack of particularisation. He conceded that a claim could be brought by way of a post- employment grievance by a former employee.

93. The claimant submitted the last act was in time, namely the issues around the report issued in July 2020 in respect of Operation Forbes, which was sent to him in September 2020 and issues around the customer contact strategy. He submitted that this was all part of a continuing act. He further submitted that the claims did have a reasonable prospect of success and did have merit. He said if the claims needed further particularisation that was not a reason to strike them out at this stage. He submitted that the settlement agreement did not refer to the complaint which the claimant had raised and which was being investigated through the various investigations, namely Operation Talon and Operation Forbes and most latterly Operation Marne. He said the claims all arose out of inconsistences in those investigations, namely the report from Operation Forbes issued in July 2020.

Conclusions

94. The tribunal considers that the claimant's complaint at paragraph 10K of the Further Particulars at page 252 in respect of the refusal by the first respondent to permit him access to or assistance from their occupational health service has no reasonable prospect of success. The first respondent, like most employers, have policies dealing with managing the absence of their employees. It does not have policies that deal with managing the health of former employees. The respondent's absence management policy makes it absolutely clear that that policy applies to employees and does not extend to former employees and nor would one expect it to do so. It also makes it clear the basis on which referrals to occupational health would be made. As one would expect referrals for occupational health relate to issues arising in the workplace relating to absence from the workplace. In this case the claimant's suggestion that, as an ex-employee who had left the organisation over seven years ago, he would still be entitled to access the respondent's occupational health services is entirely inconsistent with the documents. This tribunal does not consider that the respondent had any obligation whatsoever to offer occupational health services to the claimant being an ex-employee who had left their employment over seven years ago. It was almost inconceivable that it should be offering occupational health services to ex-employees who have not worked for the organisation for many years. If they did so their services would be so stretched that it would not be able to offer those services to their own employees. The tribunal does not consider that the claimant could possibly succeed in his claim to argue that the reason why he was refused occupational health was either because he was being victimised because of previous complaints of discrimination or because he had raised protected interest disclosures. That is wholly inconsistent with the attendance management policy and therefore the documentary evidence. It is quite clear that the reason why he was refused occupational health services is entirely consistent with the first respondent's attendance management procedure and they clearly explained that to him.

95. In dealing with the question of whether these claims are out of time, the tribunal considered that, on the face of it, many of these claims are substantially out of time. However the tribunal does accept the claimant's argument that the complaint relating to the customer contact arrangements is in time and the claims could all be part of a continuing act. It is acknowledged that they are to a degree intrinsically linked, albeit that the tribunal cannot conclude, without hearing evidence, whether they are part of a continuing act. The tribunal does not consider that it could or indeed should at this stage distinguish the much earlier allegations from the customer contact arrangements as the reason for the customer contact did appear to relate to those earlier issues. As the Tribunal considers that this could be part of a continuing act, it does not consider that it would be appropriate to strike them out on that basis without hearing evidence. The Tribunal therefore considers that the claims could be part of a continuing act in relation to victimisation. For the same reason, this tribunal is not minded to strike out the claims for protected interest disclosure because they could be an act or serious of acts as noted in the case of **Arthur** and a similar approach to complaints of protected interested disclosure containing a series of allegations should be adopted as for complaints of discrimination. For those reasons, this tribunal is not minded to strike out any of the complaints on the grounds that it has no jurisdiction to hear the claims because they are out of time. However it should be noted that this the tribunal has deliberately not made any findings in relation to whether the complaints are in time or are part of a continuing act or series of acts, the latter as defined under Section 48 (3) of the Employment Rights Act 1996. This issue is a matter that has to be considered at any final hearing after hearing evidence. It is nevertheless a factor which has been taken into account as to whether or not these claims have little reasonable prospect of success. It is not however the substantive reason.

96. The tribunal has reminded itself that when it considers whether the claims have any reasonable prospect of success, it must take the claimant's claims at their highest which it has done as noted in the case of **Cox v Adecco** law. It therefore cannot conclude, based on the evidence in front of it, that the claims have no reasonable prospect of success. The tribunal does however consider that the claims are not adequately pleaded. However, it notes that no unless order has been made, although the claimant was warned about providing proper and further better particulars. Some further particulars are clearly required before any disclosure in this matter, which appears to be the main reasons given for the inadequate particulars. The tribunal should remind the claimant that the purpose of disclosure is not for the claimant to ascertain whether he has a claim for a detriment as a result of being victimised or for making a protected disclosure. Either he believes he has a claim and should say what it is or he does not. In arriving at his decision, he must have had some evidence on which to base it other than a supposition that he might have been. Therefore simply pursuing a disclosure request in order to substantiate his claim is not the way litigation is conducted in the employment tribunals.

97. The tribunal has then gone on to consider each of the detriment claims being pursued by the claimant as set out in the Further Particulars dated 30 April 2021. at pages 250 – 252:-

98. Paragraph 10B this complaint is inadequately pleaded. On the face of it, as currently pleaded it has little prospect of success. The claimant must provide details of exactly what he says was done by the first respondent or their officers/staff, when and who did it. This claim appears to have little prospect of success not least because the claimant appears unable to provide these particulars and therefore substantiate any claim which he is alleging. Furthermore it is not clear when he alleges that these acts or omissions occurred and therefore they may be substantially out of time. Furthermore, this alleged detriment appears inconsistent with the reports produced under Operation Talon, which clearly refers to interviews with both the claimant and the other officers and staff whom he suggested should have been interviewed.

99. Paragraph 10D this alleged detriment appears inconsistent with the claimant's own case where he refers to his contact with the IOPC and suggests that he was indeed interviewed by IOPC, as referred to in his amended particulars of claim. Paragraph 10D also requires further particularisation particularly in the light of the withdrawal of paragraph 10C. It also appears to be unconnected with the subsequent customer complaint.

100. Paragraph 10E is also inconsistent with the report from Operation Forbes. Again it requires particularisation.

101. Paragraph 10F and 10G appear wholly inconsistent with the documentary evidence which seems to suggest that the onus was on the claimant to withdraw his complaints otherwise they had to proceed. It is noted that the IPCC was not a party to the settlement agreement. It seems that the claimant could at any stage have withdrawn his complaints, but he chose not to do so.

102. Paragraph 10I has little chance of success because it does not appear from the documentary evidence that it was up to an individual officer or the first respondent to manage the process once it had been passed on to the IPCC. The claimant had the opportunity to withdraw his complaint but chose not to do so. The IPCC believed that they had a legal obligation to continue the investigation.

103. Paragraph 10J - It might be said that this detriment should be considered in the same way as the detriment asserted at paragraph 10K because the respondent's policy makes it clear that their grievance policy is only available to employees and does not suggest that it is available to ex-employees. However the tribunal has to take the claimant's case as its' highest. The way it is pleaded is not just limited to entering into a grievance, but is wider and also refers to "and/or similar ADR". That could include some form of complaint procedure. The first respondent themselves seemed to treat this to a degree as a customer complaint as they applied that policy. Therefore although this claim has little chance of success, the tribunal could not conclude on that basis that it had no reasonable chance of success. The Tribunal considers it has little chance of success, as on the face of it, as one would not expect the first respondent to enter into a grievance procedure with an ex-employee who had left the organisation over seven years earlier, otherwise they would no doubt be inundated with similar requests. It would

seem as a matter of common sense that was the reason they did not agree to him pursuing a grievance and is indeed the reason given by them.

104. Paragraph 10L - The tribunal considers that the respondent was entitled in accordance with their own policies to subject the claimant to a customer contact strategy. They warned him in advance and invited him to comment before implementing any such strategy. Indeed they did make some adjustments to their customer contact strategy. This tribunal considers that the claimant is unlikely to be able to argue that this is detriment is on the basis of victimisation and/or because of a previous protected disclosure.

105. In relation to the complaint of disability discrimination and a failure to make reasonable adjustments, this tribunal also considers that claim has little chance of success, as the respondent would not know nor would they reasonably have been expected to have known anything about any disability the claimant might have, bearing in mind that he had left the respondent organisation some seven years earlier.

106. The tribunal has considered the submissions and documentation in this case and considers that, on balance although there is some argument as to whether the claims have any reasonable chance of success, it cannot conclude that they have no reasonable chance of success at this stage. It accepts the claimant's submission that it would be wrong to strike out the claim without giving the claimant some further opportunity to properly plead his case and has taken note of the cases of **Boyle** and **Cox** in that regard. The tribunal notes that the claimant's representative suggests that the claimant cannot properly plead his case unless he is provided in advance with disclosure in this case. That is not the way litigation works in the employment tribunal. It was made fairly clear that the claimant should plead his case before disclosure of any documentation. It has to be said that either the claimant believes he has a complaint of victimisation and protected interest disclosure and, if so, he must say why that is the case. If he needs documentation to be able to actually make out his case, then he needs to ask himself whether or not he has a claim that can be pursued.

107. In conclusion, the tribunal cannot conclude that the claimant has no prospect of success in relation to his claims. However it does consider that he has little prospect of success for those claims in summary for the following reasons:

108. Firstly, the settlement agreement reached between the parties in respect of the earlier proceedings would, on the face of it, preclude the claimant from bringing the claims that he is now purporting to bring to this tribunal. The reason why the tribunal has not struck out the claim as having no reasonable prospect of success on that basis is, because it accepts the argument put forward by the claimant's representative that, despite the fact that both parties apparently settled all claims, including the same claims which the claimant is now purporting to bring again in this tribunal, it does appear that there was still an ongoing investigation into his complaint, albeit an appeal by him against the original Operation Talon. Investigation. Therefore one assumes that the burden would have been on him to have withdrawn his complaints at that stage, if he believed that all of those matters had been settled, which he did not do. Having said that it is not quite

clear why neither party seemed to address this matter in the settlement agreement, even though they were both aware of it at the time. There is no mention whatsoever to it in the settlement agreement or in the public statement which was issued at the same time. Therefore some further evidence may well be necessary to determine that issue.

109. Secondly, the tribunal considers that, having reviewed the voluminous documents in this case, it is not clear that the detriments which the claimant is alleging have any basis whatsoever. He seems to be arguing that he was not allowed any input into the complaints and that the respondent did not consider evidence which he suggested should have been considered, yet that is inconsistent with the documentary evidence and at times inconsistent with his own amended pleading. He also suggests that the respondent would not resolve the matter or proceed with a local resolution, yet it is quite clear from the documentary evidence that neither of the respondents believe that they could proceed in that manner. It was up to the claimant to withdraw his complaint and he chose not to do so. It is therefore difficult to see, based on the documentary evidence, how the claimant is likely to succeed in relation to his complaints. However, it is difficult to consider this properly without proper particulars being provided. Nevertheless, this tribunal could not conclude that the documentary evidence contradicts the claimant's case sufficiently for it to be a "knockout point" as referred to in the case of **Boyle** even though it seems unlikely that he will succeed based on the documentary evidence produced before this Tribunal. In arriving at this decision, the tribunal has taken account of the case of **Ezsias,** which warned tribunals to take appropriate caution before striking out a claim where there may be disputes on the facts. However, this tribunal has made some assessment of the prospects of success in accordance with the case of **Van Rensburg.**

110. Thirdly there was also an argument that many of his complaints are substantially out of time. However the tribunal accepts the claimant's representative argument that this could be part of a continuing act, culminating in the last act being the customer contact strategy which is in time. The tribunal notes that there could be a link between these detriments, but is not minded to decide that issue without further evidence.

111. The tribunal is unable to accept that any of the respondents' arguments would be enough to entirely knock out any of these claims (other than as indicated earlier in this judgement). Nevertheless, this tribunal does consider that these claims have little prospect and consider that the claimant and his representative should carefully consider which, if any, of these complaints are likely to be able to succeed.

112. With that in mind, the tribunal is ordering the claimant to make a deposit order in respect of each of the complaints of detriment in respect of both the whistleblowing and protected interest disclosures as well as the reasonable adjustments claim. It is also ordering the claimant to provide some further and better particulars.

113. Before making any deposit order, the tribunal did consider the claimant's means. Initially the respondents were seeking a deposit order of £3,000 in relation to each

of the claims. During the course of the hearing, a discussion took place about whether or not a deposit order should be made in relation to each of the allegations. The respondents then suggested that they were looking at a deposit order of something in the range of £10,000. On both occasions, the claimant's representative took instructions from the claimant and indicated to the tribunal that neither of those deposit orders would impact on the claimant and that he would effectively have the means to pay such a deposit order.

114. The tribunal therefore took account of the claimant's representative's confirmation that the claimant had the means to pay a deposit order of £10,000, although the tribunal has awarded a slightly higher figure, it is nevertheless within the tribunal's discretion to do so as noted in the case of **Wright.** The tribunal also took into account that the claimant is working as an HR / Employee Relations Director and is accordingly in a fairly senior position and remains employed. Furthermore, he received a very substantial payment when he settled proceedings with the first respondent back in 2017. He does not dispute that he is no longer working nor did he suggest that the settlement figure has all dissipated. Accordingly, taking account of the case of **Wright**, the Tribunal took a proportionate view of the claimant's means before deciding a deposit order in this case.

115. The tribunal took account of the case of **Ezsias**. Having taken that case into account the tribunal was loath to strike out this claim on the basis that it had no reasonable prospect of success. It took the view that the claimant should be given, as requested by his representative, a further opportunity to properly plead his case. Further that by ordering of a substantial deposit order in this case it should encourage him to consider seriously which, if any, of these claims he should pursue.

EMPLOYMENT JUDGE MARTIN

JUDGMENT SIGNED BY EMPLOYMENT JUDGE ON
16 December 2021