



EMPLOYMENT TRIBUNALS

Claimants: Ms T Hutchinson & others (see schedule)

Respondents: 1. Travel and Financial Services Limited & others (see schedule)
2. Secretary of State for Business, Energy and Industrial Strategy

Heard at: Manchester (by CVP)

On: 11 March 2022

Before: Employment Judge Ainscough
(sitting alone)

REPRESENTATION:

Claimants: Ms Sharpe, Counsel
Ms Needham: In person
Ms Cavanagh: In person
Mr Hopkins: In person

1st Respondent: Ms Parkin, Solicitor

2nd Respondent: Mr Sony, Solicitor

JUDGMENT

The judgment of the Tribunal is as follows:

1. The claimants who were employed as Sales Consultants and Store Managers at the retail stores did not work at an establishment at which there was a proposal to dismiss 20 or more employees within a 90 day period for the purposes of section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992.

2. The claimants who were employed as Regional Managers did work at an establishment at which there was a proposal to dismiss 20 or more employees within a 90 day period for the purposes of section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992.

REASONS

Introduction

1. The Trade Union and Labour Relations (Consolidation) Act 1992 imposes a duty on employers to consult with Trade Unions, employee representatives or affected employees if they are proposing to dismiss as redundant 20 or more employees at an establishment.
2. If employers do not comply with this duty the Tribunal can make a protective award to the affected employees to compensate them for the period during which consultation should have taken place.

Thomas Cook Group

3. On 23 September 2019 the UK companies trading under the Thomas Cook brand, and known as the Thomas Cook Group, went into compulsory liquidation. There was no consultation with the trade unions or the workforce in accordance with section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992. Most employees were made redundant with immediate effect. A number of employees remained employed for a short period to assist with the repatriation of customers back to the United Kingdom.
4. Judgments have been issued for protective awards for those who worked at the UK airports and the UK Head Office locations on the basis that they worked at establishments where there was a proposal to dismiss 20 or more employees within a 90 day period in accordance with section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992.

These Proceedings

5. This preliminary hearing was concerned with two sets of claimants:
 - (1) Those who worked in the retail stores; and
 - (2) Regional Managers.
6. During the course of the proceedings the Official Receiver, appointed to deal with the first respondent's insolvency and who has taken no active part in defending these claims, provided information that these two groups of claimants may have worked at establishments where there was a proposal to dismiss less than 20 employees within a 90 day period.
7. The large majority of claimants who worked in the retail stores were represented by Ms Sharpe of counsel instructed by Pattinson and Brewer Solicitors. Ms Cavanagh, who worked in a retail store, represented herself, as did Mr Hopkins who was a Store Manager. Ms Needham was a Regional Manager and represented herself.

8. It was possible to determine the cases of those claimants who worked in Scotland and Northern Ireland because they lodged their claims in accordance with rule 8(2)(a) of the Employment Tribunal's (Constitution and Rules of Procedure) Regulations 2013. These claimants worked for various Thomas Cook UK companies with registered offices in England.

Evidence

9. At the previous preliminary hearing on 14 January 2022 I ordered that any claimants within these groups who wanted to submit either written witness evidence or documentary evidence could do so via Pattinson and Brewer Solicitors, who agreed to collate all of the evidence and produce a bundle. I was presented with a bundle of some 417 pages and 42 witness statements.

10. I heard evidence from Ms Cavanagh, Ms Dayton, Ms Gunson, Ms Gudrun, Ms Defty, Ms Wolfit, Mr Hopkins and Ms Needham.

11. There were no claimants in attendance from the Birmingham/Bristol Store Managers Division, a group previously identified at the previous preliminary hearing, and therefore I was unable to make any determination about that group.

Issues

12. At the preliminary hearing on 14 January 2022 the issues were agreed as follows:

- (a) Where did those employed at retail stores work?
- (b) If they worked in stores across a region, was the region of stores an establishment for the purposes of section 188?
- (c) Where did those employed to manage a region of stores work?
- (d) Was the group of 23 Regional Managers an establishment for the purposes of section 188?

Relevant Findings of Fact

13. On 23 September 2019 the UK companies trading under the name Thomas Cook went into compulsory liquidation. Those working in the retail sector of the company, in stores and in the management of stores at a local and regional level, were made redundant with immediate effect.

14. At the time the company went into liquidation, each retail store was staffed by Sales Consultants and a Store Manager. The size of the stores varied, but the minimum number of staff in the smallest store consisted of two Sales Consultants plus the Store Manager.

15. The stores were organised into 23 different regions across the country. There was a Regional Manager for each region. The Regional Managers were

home based but travelled to Peterborough Head Office for training and regional meetings.

16. By the time Thomas Cook went into compulsory liquidation the role of Cluster Manager had ceased and there was an individual Store Manager in each store. Cluster Managers had previously been appointed where it was not possible to appoint a Store Manager into each store, and the Cluster Manager acted as the manager for a number of stores.

17. The Store Managers used a rota to manage staff in each store. The rota would ensure that there was the minimum level of staffing in each store. The Store Managers all communicated via WhatsApp groups and group emails. If a Store Manager required cover in a store because of non-compliance with minimum staffing levels, the Store Manager liaised with their fellow Store Managers to establish whether another store could spare a member of staff.

18. The rotas were inputted into a regional database so that the Regional Manager had an overview of the staffing in each store. The day-to-day staffing of the stores was the responsibility of the Store Managers.

19. If a Store Manager could not secure cover from within the region, and there was another region which was geographically closer, that Store Manager would contact the next region to see whether they had staff who could help meet the minimum staffing level.

20. There was no frequency as to when cover would be required. Each witness who gave evidence about cover was unable to say that it was with any regular frequency and rather it was "as and when". The main reasons given for the need to cover were holidays and sickness. All witnesses who gave evidence said that there was an expectation that cover would be provided by another store. Ms Gunson, a Store Manager, gave evidence that days could go by where cover was not required.

21. Ms Dayton gave evidence that when there was a promotion, regional training would take place approximately every quarter at a larger store that had a training room. This meant that those who worked at stores within the region would travel to the store with the training room.

22. Each store had a cost centre with an individual store number. I heard evidence that there were regional targets which were then split into store targets and individual Sales Consultant targets. If all individuals in the store made their target, the store would make their target; and if all stores within the region made their targets then the region would make its target.

Contractual Position

23. The claimants were employed by various subsidiaries of the Thomas Cook company. Despite this, the contractual position for the claimants who worked in the retail stores was largely the same. I find that there were common provisions within different contracts.

24. Under the heading “Location and Mobility” it stated as follows, “You will normally work in...” and then the location of the store at which the claimant worked would be inserted.

25. For example, for Ms Dayton it was identified that she would work at the Monks Cross store; for Ms Gudrun it was identified that she would work at the Sheffield Banner Cross branch; for Ms Wood it was identified that she would work at the Newcastle branch; and for Ms Payton it was identified that she would work at the Stockport branch.

26. The paragraph then stated:

“You may need to work in any of our UK sites on a temporary or permanent basis, taking into account the location of your home and the transport available...Your role description will describe if you are expected to travel to various locations as part of your role.”

27. The standard contract provided under the heading “Job Title” that “you are employed as...” and then there was an insert of Sales Consultant or Store Manager, and then stated:

“The content and nature of your job may occasionally vary to help us remain customer focussed and competitive.”

28. At the time Thomas Cook went into compulsory liquidation this was the contractual position. The previous iterations of the contracts no longer applied.

Regional Managers

29. Regional Managers had a meeting once a month. Otherwise Regional Managers were home based. The Regional Managers would occasionally meet within a region, or more commonly they would attend at Head Office in Peterborough.

30. All Regional Manager human resource issues were dealt with at Peterborough.

31. The 23 Regional Managers reported to the two Heads of Sales who then reported to the Retail Director. The Regional Managers had a key performance indicator dashboard which set out what they as Regional Managers had to achieve during a financial year.

Relevant Legal Principles

32. Chapter 2 of the Trade Union and Labour Relations (Consolidation) Act 1992 sets out the procedure for the handling of collective redundancies.

33. Section 188 imposes a duty on an employer who is “proposing to dismiss as redundant 20 or more employees at one establishment within a period of 90 days or less” to consult about the dismissals with the appropriate representatives of those employees, or anyone who may be affected by the dismissals.

34. Section 189 provides that where there has been a failure to consult about such dismissals a complaint can be made to the Employment Tribunal and if well-founded, the Tribunal may make a protective award.

35. If a protective award is made, the Tribunal will order the employer to pay remuneration for the protected period.

36. The protected period is as follows:

“Begins with the date on which the first of the dismissals to which the complaint relates takes effect or the date of the award, whichever is the earlier, and is of such length as the Tribunal determines to be just and equitable in all the circumstances having regard to the seriousness of the employer’s default in complying with any requirement of section 188; but shall not exceed 90 days.”

37. The question that has arisen in this case is what were the establishments within the retail sector of the Thomas Cook Group?

38. The framework for this legislation came from Directive 1998/59/EC of the Council of the European Union on the approximation of the laws of the Member States relating to collective redundancies. This Directive did not define “establishment” or “undertaking”.

39. The leading case in this area is **USDAW v WW Realisation 1 Limited: C-80/14 [2015] IRLR 577**.

40. The European Court considered the facts of this case and two others in which there had been collective redundancies by national firms and in particular the Woolworths and Ethel Austin brands. The Court of Appeal asked the European Court to confirm whether “establishment”, within the meaning of section 188, was the company or an individual store.

41. The Advocate General ruled that the directive would not preclude national legislation that required the proposed dismissal of at least 20 workers from a particular entity of an undertaking, such as a store, as opposed to requiring that there be an aggregation of the number of dismissals across the whole company as an undertaking before the duty was imposed.

42. The European Court agreed with the Advocate General that where an undertaking was comprised of several entities, it was the entity to which the workers were assigned that should be identified as the establishment. As a result, the European Court ruled that it was the number of the dismissals at the establishment within the undertaking to which the workers were assigned that should be taken into consideration to determine whether the duty to consult applied.

43. In reaching this decision the European Court referred to the case of **Rockfon A/S v Specialarbejderforbundet i Danmark, C-449/93 [1996] IRLR 168**. In that case the European Court determined that the establishment was the unit to which workers made redundant were assigned to carry out their duties. The European Court also determined that it was not necessary for there to be a management structure that would administer the redundancies in such an establishment.

44. The European Court also made reference to the case of **Athinaiki Chartopoiia AE v L Panagiotidis and Others; third party: Geniki Sinomospondia Ergaton Elladas (GSEE), C-270/05 [2007] IRLR 284** in which it determined that an establishment could exist within an undertaking if it had a degree of permanence and stability, was assigned to perform one or more given tasks, had a workforce, technical means and an organisational structure to allow it to accomplish those tasks.

45. The European Court confirmed that an “undertaking” and “establishment” were different and that an establishment was normally part of an undertaking.

46. It was the view of the European Court that an establishment did not need to have any legal autonomy or economic, financial, administrative or technological autonomy in order to be an establishment. The European Court reconfirmed that where an undertaking comprised of several entities that met the criteria, it was the entity to which the workers were assigned to carry out their duties which was the establishment.

47. The European Court concluded that it was for the UK Courts to determine whether individual stores were separate establishments in accordance with the case law outlined in their Judgment.

48. When the **USDAW** case was remitted back to the Court of Appeal, the parties agreed by consent that each store was an establishment. In the connected case of **Lyttle and Others v Bluebird UK Bidco 2 Limited [2012] UT/555/12**, (the other case referred to the European Court), on remission the Industrial Tribunal in Northern Ireland held each store was a separate establishment.

49. The Court of Appeal considered the matter again in the case of **Seahorse Maritime Limited v Nautilus International (2019) IRLR 286** when there was a proposal to make crew for the ships of a fleet redundant. Individual ships employed less than 20 employees, and a claim was brought by the trade union claiming that it was in fact the fleet that was the establishment as opposed to each individual ship.

50. The Court of Appeal determined that each ship was a separate establishment. The Court took the view that it was a self-contained operating unit of the kind described in the case law from the European Court. The Court of Appeal determined that because the employees returned “rota after rota to the same ship for periods of time” they were assigned to an individual ship.

Submissions

51. Submissions were made on behalf of all of the claimants by Ms Sharpe.

52. It was the claimants’ position that whilst the Sales Consultants and Store Managers worked in “base stores”, they were in fact all assigned to a particular region. It was submitted that there was a proposal to dismiss more than 20 employees within the region and therefore the duty to consult applied.

53. Ms Sharpe sought to rely on my previous judgments that stores in Gateshead had been aggregated and that this should mean that there was aggregation across

the region to trigger the duty to consult. The representative for the Official Receiver clarified that whilst there had been two stores in Gateshead, they were next door to one another and were, as far as the respondent was concerned, one store.

54. Ms Sharpe relied upon the wording of the location and mobility clause in the standard contract which stated:

“You may need to work in any of our UK sites on a temporary or permanent basis taking into account the location of your home and the transport available.”

55. Ms Sharpe submitted that I had heard evidence that the reality was that cover was provided at different stores throughout the region.

56. Ms Sharpe was also of the view that the previous contractual basis of, for example, Ms Dayton required that her job involved travelling for the “proper performance of her duties” and had similar mobility clauses. Other previous contractual positions such as those within the previous contract of Nicola Gunson stated “you may be required to pursue your employment at any of the business outlets where relied upon”.

57. Michelle Porter relied on the fact that the rotas were evidence that cover was often provided across the stores when the minimum level of staffing fell below the required number.

58. Ms Sharpe relied upon the evidence given that Sales Consultants would check with their managers as to the location of work each week, would work beyond their base store, and that Store Managers were expected to cover for a colleague and organise staff to cover for similar colleagues.

59. Ms Sharpe also sought to rely upon the previous role of Cluster Manager as evidence of the reality of a Store Manager’s role.

60. It was Ms Sharpe’s submission that there were regional cost centres, which suggested a regional target. In addition, Ms Sharpe stated that in previous reorganisations evidence had been given that the region was treated as an establishment for the purposes of consultation as opposed to the individual stores.

61. Ms Sharpe concluded by asking the Tribunal to determine that the region was in fact the establishment as opposed to the individual stores.

Ms Needham’s Submissions

62. Ms Needham was the only Regional Manager at the hearing and the only Regional Manager who gave evidence. It was Ms Needham’s position that she was part of an establishment that consisted of 23 Regional Managers. When questioned, Ms Needham confirmed that she did not consider she was part of a regional establishment with Store Managers and Travel Consultants.

Discussion and Conclusion

Sales Consultants and Store Managers

63. The claimants who worked as Sales Consultants and Store Managers contended that it was not the store at which they worked that was an establishment for the purposes of the legislation but rather each geographical region because they could be asked to work anywhere in that region rather than just one store.

64. The **USDAW** case determined that if there were several entities within an undertaking, it was necessary to determine the entity to which the claimants were assigned to identify the establishment for the purposes of the legislation.

65. The contractual position of the Sales Consultants and the Store Managers was to assign them to a store. The contract set out at which particular store the Sales Consultants and the Store Managers worked.

66. The standard contract stated “you will normally work in [and then insert location]”. The “normal” place of work was indicated as one store.

67. The various forms of contracts that I have seen also provided for the possibility that a Consultant or Manager could be asked to work elsewhere.

68. The claimants submitted that the reality was that they were asked to work in other stores within the region. However, none of the claimants could tell me as to the frequency they were asked to do this. I did not hear evidence that this was a weekly occurrence, or even a monthly occurrence, for any particular claimant. All claimants said that they were required to cover “as and when”.

69. When I asked particular claimants as to where they worked, they gave the location of the store in line with the contractual position.

70. The various iterations of the contract referred to “normal place of work”, “where you are normally based”, “you will be based”, “you will be employed in our X branch”, and “this is your normal place of work”.

71. The claimants gave evidence that their place of work was the store identified in their contract. It was not the case that the claimants all travelled one place in the region each day and were sent off to different stores of a manager’s choosing. Instead the claimants turned up at the store allocated in their contract, and only in “as and when” circumstances did they cover at a different store.

72. The European Court determined in the case of **Athinaiki Chartopoiia AE v L Panagiotidis and Others; third party: Geniki Sinomospondia Ergaton Elladas (GSEE), C-270/05 [2007] IRLR 284** that the entity must have a degree of permanence and stability.

73. The claimants were not assigned to cover other stores in the region with any permanency or stability. The “as and when” frequency does not meet this standard to determine that it was the region, as opposed to the store, to which the Sales Consultants and Store Managers were assigned.

74. It was the stores that were assigned to the region, not individual claimants. The claimants were the workforce for a particular store. If another store was under-resourced, alternative stores shared their workforce if they were able to do so. If, for example, a claimant was unable to cover at another store for personal reasons, they would not be required to do so. Cover would be obtained from another store and possibly, another store in another region.

75. The claimants' redundancies were triggered by the Thomas Cook Group being placed into compulsory liquidation by the High Court at the request of the Directors of the Thomas Cook Group of companies.

76. The case of **Rockfon** determined that it was not necessary that the management of an establishment was responsible for collective redundancies in order for that entity to be an establishment for the purposes of the duty to consult.

77. Therefore, in accordance with **Rockfon**, the Directors decision would not preclude a store from being an establishment.

78. The **USDAW** case identified that an establishment would have a workforce, technical means and a certain organisational structure which allowed for the accomplishment of the task.

79. A claimant, who was a Sales Consultant, had the principle purpose of meeting their individual target. A claimant who was a Store Manager had the principle purpose of meeting the target of the store.

80. Each store had a minimum workforce of two Sales Consultants plus a Store Manager. The stores had the technical means to take bookings for holidays, had an organisational structure of Consultants and Managers to allow for the bookings to be taken and targets to be achieved.

81. The **USDAW** case determined that an entity or establishment did not need to have any form of autonomy whether it be legal, economic, financial, administrative or technological. The Directors of the Thomas Cook Group set the targets for the Regional Managers, the Store Managers and the Store Consultants. The stores were staffed in accordance with the Groups minimum staffing level and the stores sold holidays in accordance with the national promotions. This structure did not preclude a store from being an establishment.

82. I have previously determined that the individual stores in Gateshead, Leeds and Sheffield were establishments. The Leeds and Sheffield stores employed more than 20 employees at the time of the compulsory liquidation. The evidence provided by the Official Receiver confirmed that the Gateshead store was one store spread over two sites. I therefore concluded that the Gateshead store employed more than 20 employees at the time of the compulsory liquidation and the employees of all 3 stores have received protective awards.

83. Each individual store was an establishment to which the Sales Consultants and the Store Managers were assigned at the time the Thomas Cook Group entered compulsory liquidation and those claimants were made redundant.

Regional Managers

84. Each geographical region had a Regional Manager whose principle task was to achieve a regional target. Ms Needham gave evidence that she did not consider that she was assigned to a region but rather the group of 23 regional managers. I heard evidence that this group regularly held group meetings, were managed by Head Office and were given a target.

85. Ms Needham provided documentary evidence of key performance indicators that were specific to this group of employees. This documentary evidence proved that whilst the performance of the Sales Consultants and Store Managers fed into the regional target, the Regional Managers were assessed as a separate entity to the stores within the region.

86. If a regional target was not met it was the performance of the Regional Manager that was assessed, as opposed to the stores within that region; It was the Regional Manager that took responsibility for not meeting the regional target, not the stores which made up the region.

87. Ms Needham was assigned to the group of 23 Regional Managers when the Thomas Cook Group went into compulsory liquidation and she was made redundant. The group of 23 Regional Managers was an individual establishment for the purposes of section 188 of Trade Union and Labour Relations (Consolidation) Act 1992.

Conclusion

88. The Sales Consultants and Store Managers were assigned to a store which was an establishment for the purposes of section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992. If each individual store employed less than 20 employees at the time of the compulsory liquidation, there was no duty to consult before the claimants were notified of their redundancies and those claimants are not entitled to a protective award.

89. The Regional Managers were assigned to the group of 23 Regional Managers which was an establishment for the purposes of section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992. At the time of the compulsory liquidation there was a duty to consult with the 23 Regional Managers, and as a result those managers are entitled to a protective award.

Employment Judge Ainscough

Date: 20 July 2022

JUDGMENT AND REASONS SENT TO THE PARTIES ON
20 July 2022

FOR THE TRIBUNAL OFFICE

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**Case Nos. 2400249/2020 & others
(see schedule)**

Schedule

Case Number	Case Name
2400249/2020	Ms Tresa Hutchinson -v- Travel & Financial Service Ltd (in Compulsory Liquidation) & Other
1308374/2019	Mrs Claire Pearson -v- Thomas Cook (in Compulsory Liquidation)
1309142/2019	Miss Charlotte Haydock -v- Thomas Cook Travel and Financial Services Ltd (in Compulsory Liquidation)
1600408/2020	Ms Natalie Rowland -v- Travel And Financial Services Limited (in Compulsory Liquidation) & Others
1600409/2020	Ms Natalie Rowland -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600410/2020	Mr Andy Baxter -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600411/2020	Ms Karen Widdowson -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600412/2020	Ms Andrea White -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600413/2020	Ms Ruth Wilson-Jones -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600414/2020	Ms Melanie Doolan -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600415/2020	Ms Sue Digby -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600416/2020	Ms Claire Wheeler -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600417/2020	Ms Joanne Stafford -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600418/2020	Ms Paige Wakeman -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600419/2020	Ms Gillian Quate -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600420/2020	Ms Louise Dipple -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600421/2020	Mr Colin Butcher -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600422/2020	Ms Caroline Graham -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600423/2020	Ms Victoria McCreedy -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600424/2020	Miss Sharon Clark -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600425/2020	Mr Michael Dance -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600426/2020	Ms Clare Ward -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600427/2020	Ms Hollie Kinach -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600428/2020	Ms Gyanor Redman -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600429/2020	Ms Nicola McGaughey -v- Travel And Financial Services Limited (in

**Case Nos. 2400249/2020 & others
(see schedule)**

	Compulsory Liquidation)
1600430/2020	Ms Katie Carr -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600431/2020	Ms Tracy Defty -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600432/2020	Ms Donna Usher -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600433/2020	Miss Angela Turner -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600434/2020	Mr Gareth Fleming -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600435/2020	Ms Sarah Rimmington -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600436/2020	Ms Nicola Dixon -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600437/2020	Ms Victoria White -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600438/2020	Ms Kirsty Marpole -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600439/2020	Ms Claire Morris -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600440/2020	Ms Stefanie Barnes -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600441/2020	Ms Linda Neary -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600442/2020	Ms Joanne Thompson -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600443/2020	Ms Laura Thompson -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600444/2020	Ms Karen Barley -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600445/2020	Ms Catherine Haynes -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600446/2020	Ms Lisa Woolfitt -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600447/2020	Ms Elizabeth Barber -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600448/2020	Ms Adele Wright -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600449/2020	Ms Diane Gibb -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600450/2020	Ms Kerry Latham -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600451/2020	Ms Susan Wood -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600452/2020	Ms Claire Taylor -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600453/2020	Ms Louise Moran -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600454/2020	Ms Natasha Layfield-Cole -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600455/2020	Ms Nicola Gunson -v- Travel And Financial Services Limited (in Compulsory

**Case Nos. 2400249/2020 & others
(see schedule)**

	Liquidation)
1600456/2020	Ms Joanne Goodrum -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600457/2020	Ms Laura Ceban -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600458/2020	Ms Jane Jee -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600459/2020	Mrs Helena Paton -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600460/2020	Ms Joanne Clark -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600461/2020	Ms Jill Webster -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600462/2020	Miss Ellie Haase -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600463/2020	Ms Samantha Holden -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600464/2020	Ms Charlotte Bromley -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600465/2020	Ms Rhinna Lee -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600466/2020	Ms Jodie Argyle -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600467/2020	Ms Patricia Wardley -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1600468/2020	Ms Rebecca Taylor -v- Travel And Financial Services Limited (in Compulsory Liquidation)
1601982/2019	Miss Sarah Mitchell -v- Thomas Cook (in Compulsory Liquidation)
1800214/2020	Ms Hannah Dickinson -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800215/2020	Ms Beth Healy-Phillips -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800216/2020	Ms Marcelle Healy-Phillips -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800217/2020	Ms Susan Lynch -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800218/2020	Ms Emily Roberts -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800219/2020	Ms Jessica Lewis -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800220/2020	Mr Tezrey Magri -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800221/2020	Ms Sharon Brooke -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800222/2020	Ms Lucy Buntin -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800223/2020	Ms Samantha Lowe -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800224/2020	Ms Katie Kay -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800225/2020	Ms Joanne Brewster -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)

**Case Nos. 2400249/2020 & others
(see schedule)**

1800226/2020	Ms Morgan Lindley -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800227/2020	Ms Joanne Golding -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800228/2020	Ms Emma Smith -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800229/2020	Ms Alison Bowles -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800231/2020	Mrs Gemma Godwin -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800232/2020	Ms Michelle Ball -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800233/2020	Ms Karen Donnelly -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800234/2020	Ms Emma Morley -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800235/2020	Ms Sharon Bennett -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800236/2020	Ms Joanne Hare -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800237/2020	Ms Alison Cooper -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800238/2020	Ms Kirsty Buckley -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800240/2020	Ms Ceri-Ann Spiller-Cannon -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800241/2020	Ms Anna Hanna -v- Thomas Cook UK Travel Limited (in Compulsory Liquidation)
1800249/2020	Ms Lisa Latto -v- Thomas Cook Retail Limited (in Compulsory Liquidation)
1800250/2020	Ms Caroline Jones -v- Thomas Cook Retail Limited (in Compulsory Liquidation)
1800251/2020	Ms Gemma Jones -v- Thomas Cook Retail Limited (in Compulsory Liquidation)
1800253/2020	Ms Lisa Fish -v- Thomas Cook Retail Limited (in Compulsory Liquidation)
1800259/2020	Ms Helen Morgan-Tolworthy -v- Thomas Cook Group Plc (in Compulsory Liquidation)
1800260/2020	Ms Carys Green -v- Thomas Cook Group Plc (in Compulsory Liquidation)
1800261/2020	Ms Suzanne Emery -v- Thomas Cook Group Plc (in Compulsory Liquidation)
1800262/2020	Ms Gill Fletcher -v- Thomas Cook Group Plc (in Compulsory Liquidation)
1800263/2020	Ms Ann Wood -v- Thomas Cook Group Plc (in Compulsory Liquidation)
1800264/2020	Ms Danielle Gibson -v- Thomas Cook Group Plc (in Compulsory Liquidation)
1800265/2020	Ms Julie Deighton -v- Thomas Cook Group Plc (in Compulsory Liquidation)
1805143/2019	Miss Lys-Mary Cusack -v- Thomas Cook Group Plc (In Compulsory Liquidation) & Others
1805415/2019	Mrs Lisa Madley -v- Thomas Cook (In Compusory Liquidation)
1805424/2019	Miss Sally Bond -v- Thomas Cook (In Compulsory Liquidation)
1805425/2019	Mrs Natalie Brookes -v- Thomas Cook (In Compulsory Liquidation)
1805428/2019	Mrs Margaret Dalton -v- Thomas Cook (In Compulsory Liquidation)
1805447/2019	Mrs Sarah Cartlidge -v- Thomas Cook Retail Limited (In Compulsory Liquidation)
1805499/2019	Miss Leanne Manston -v- Thomas Cook Travel & Finance Serv Ltd (In

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	Compulsory Liquidation)
1806299/2019	Mrs Joanne Masters -v- Thomas Cook (In Compulsory Liquidation)
1806355/2019	Mrs Gemma Sutcliffe -v- Thomas Cook (In compulsory Liquidation)
1806473/2019	Mrs Paula Jackson -v- Thomas Cook (In Compulsory Liquidation)
1806492/2019	Miss Hayley Skerrett -v- Thomas Cook (in Compulsory Liquidation)
1806842/2019	Miss Caroline Garrett -v- TCCT Retail Ltd (in Compulsory Liquidation)
1806958/2019	Miss Deborah Proctor -v- Thomas Cook (In Compulsory Liquidation)
1806993/2019	Miss Lorraine Masters -v- Thomas Cook (In Compulsory Liquidation)
2205980/2019	Ms Leanne Golden -v- Thomas Cook Group Plc & Others
2400926/2020	Ms Alison Pearson -v- Thomas Cook Airlines Limited (In Compulsory Liquidation) & Others
2414023/2019	Miss Isabella Blackhall -v- Thomas Cook (In Compulsory Liquidation) & Other
2414236/2019	Miss Sarah Ross -v- Travel & Financial Service Ltd (in Compulsory Liquidation) & Other
2415071/2019	Miss Katie Downes -v- Travel & Financial Service Ltd (in Compulsory Liquidation) & Other
2416734/2019	Ms Susan Wilkinson -v- Thomas Cook UK Travel Ltd (in compulsory liquidation) & other
2501035/2021	Ms Kelly Hewitt -v- Thomas Cook (in compulsory liquidation)
2503473/2019	Mrs Charlotte Kavanagh -v- Thomas Cook Group (in compulsory liquidation) & Other
2503559/2019	Mrs Debbie Newton -v- Thomas Cook Tcct Retail Ltd (in compulsory liquidation) & Other
2503652/2019	Miss Olivia Dodsworth -v- TCCT Retail Limited (in compulsory liquidation) & Other
2503703/2019	Miss Jade Evers -v- Thomas Cook (in compulsory liquidation) & Other
2503706/2019	Mrs Karen Marshall -v- Tcct (in compulsory liquidation) & Other
2503710/2019	Miss Amy Walker -v- Thomas Cook (in compulsory liquidation) & Other
2503752/2019	Miss Lisa Walker -v- Thomas Cook (in compulsory liquidation) & Other
2503753/2019	Miss Joanne Walker -v- Thomas Cook Retail Ltd (in compulsory liquidation) & Other
2503847/2019	Miss Rebecca Labron -v- Thomas Cook Retail Ltd (in compulsory liquidation) & Other
2600544/2021	Miss Leah Sibson -v- Thomas Cook (in compulsory liquidation)
3203073/2019	Transport Salaried Staffs' Association -v- TCCT Retail Limited (in compulsory liquidation) & Others
3302345/2020	Ms Natalie Holmes -v- Thomas Cook Group Plc (in compulsory liquidation) & Other
3309659/2021	Mrs Charlotte Hallam -v- Travel & Financial Services Ltd (in compulsory liquidation) & Other
3323927/2019	Ms Nichola Foster -v- Thomas Cook Travel & finance Serv Ltd (in compulsory liquidation) & Other
3324408/2019	Mr Neil Hunting -v- Thomas Cook Retail Limited (in compulsory liquidation) & Other
3324464/2019	Miss Helen Jordan -v- Thomas Cook Plc (in compulsory liquidation) & Other
3324468/2019	Mrs Anita Podd -v- Thomas Cook Plc (in compulsory liquidation) & Other
3324695/2019	Mr Fraser Hopkins -v- Thomas Cook Tour Operations Ltd (in compulsory liquidation) & Other

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3324885/2019	Miss Katherine Needham -v- Thomas Cook & Financial Services Ltd (in compulsory liquidation) & Other
3325370/2019	Miss Diane Ullah -v- Thomas Cook (in compulsory liquidation) & Other
3325459/2019	Mrs Fiona Wright -v- Thomas Cook (in compulsory liquidation) & Other
3325492/2019	Miss Marta Kupliauskaite -v- Thomas Cook Plc (in compulsory liquidation) & Other
3325671/2019	Mrs Jessica Potter -v- Thomas Cook UK Travel & Finance Ltd (in compulsory liquidation) & Other
3325791/2019	Mrs Debra Marshall -v- Thomas Cook Travel And Finance Ltd (in compulsory liquidation) & Other
3326074/2019	Mrs Paula Bishop -v- Thomas Cook Travel And Finance Retail Ltd (in compulsory liquidation) & Other
3327142/2019	Mrs Suzanna Aldous -v- Thomas Cook Travel & Finance Retail Limited (in compulsory liquidation)
3327178/2019	Miss Linsey Pollard -v- Thomas Cook Travel And Finance Retail Ltd (in compulsory liquidation) & Other
3327489/2019	Mrs Liana Lachinyan -v- Thomas Cook (in compulsory liquidation) & Other