



# EMPLOYMENT TRIBUNALS

**Claimant:** Mr J Cox

**Respondent:** GE Realisations 2023 Limited

## JUDGMENT BY CONSENT

Pursuant to Rule 64 of the Employment Tribunals Rules of Procedure 2013

1. The Joint Liquidators, acting as agents of the Respondent and strictly subject to paragraphs 8 and 9 below, do not object to the Claims presented by the Claimants proceeding against the Respondent.
2. The Claimant was employed by the Respondent as at 3 July 2023.
3. On 3 July 2023, the Respondent entered creditors' voluntary liquidation and the Joint Liquidators were appointed to the Respondent on the same date.
4. On 3 July 2023, the Claimant was dismissed by the Respondent by reason of redundancy.
5. The Claimant has raised a complaint pursuant to section 189 of The Trade Union and Labour Relations (Consolidation) Act 1992 (the "**Act**") and is seeking a protective award in respect of the Respondent's failure to consult in accordance with section 188 and section 188A of the Act.
6. The Respondent accepts that the Claimant was assigned to an establishment where 20 or more redundancies were proposed by their employer, the Respondent, within a period of 90 days. However, the Respondent did not fully inform and consult with the Claimant in accordance with the provisions of section 188 and section 188A of the Act.
7. The Tribunal makes a protective award in favor of the Claimant for a protected period of 56 days, capped at the amount payable by the Redundancy Payments Service ("RPS") in accordance with the RPS's own regulations and limits and subject to any deductions for National Insurance contributions and income tax at the appropriate rate(s) as required by law (the Protective Award Payments").
8. The protective award payment ranks as preferential debt in the liquidation of

the Respondent pursuant to paragraph 13(2)(d) of Schedule 6 to the Insolvency Act 1986 and shall not be an expense of the liquidation estate or be payable personally by the Joint Liquidators or either of them. However, the parties acknowledge and accept that the Protective Award Payments shall be paid in full by the RPS via the Respondent and the RPS shall be subrogated to the Claims of the Claimants.

9. The Joint Liquidators act as agents for the Respondent and neither they nor their representatives or employees shall incur any personal liability in any circumstances whatsoever by virtue of the Claims, the Protective Award Payments or this Judgment, nor in relation to any related matter or claim.
10. The parties agree that for the purposes of this Judgment, the protected period in relation to the Claimant begins on his termination date '3 July 2023' and lasts for 56 days.
11. There is no order requiring any party to pay or reimburse another party's costs or fees. Each party shall bear their own costs and fees.
12. For the avoidance of doubt, this Judgment applies to the Claimant only and it is agreed by the Claimant that the claims are extinguished in their entirety by this Judgment.

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Regional Employment Judge Foxwell

Date: 3 September 2024

JUDGMENT SENT TO THE PARTIES ON  
22 November 2024

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FOR THE TRIBUNAL OFFICE