



EMPLOYMENT TRIBUNALS

Claimant: Mr D White

Respondent: A Kahn Design Limited

Heard at Leeds

ON:19 March 2025

Reserved Decision: 1 May 2025

BEFORE: Employment Judge Shulman

REPRESENTATION:

Claimant: Mr J Routledge, Counsel

Respondent: Mr J Treston, Litigation Consultant

RESERVED JUDGMENT

1. Written and oral communications between the parties which are set out at pages 188 to 207 in the preliminary hearing bundle (bundle) constitute without prejudice written and oral communications and are therefore inadmissible in the final hearing.
2. For the reasons set out in the Reasons section 111A Employment Rights Act 1996 (ERA) does not apply in this case but this has no effect on the finding above in relation to the without prejudice written and oral communications.
3. The claims of victimisation which are set out in the Reasons are hereby struck out on the grounds that they disclose no reasonable prospect of success. Neither do the said claims of victimisation constitute little reasonable prospects of success.

REASONS

1. Claims

1.1. Case number 6000841/2024

- 1.1.1. Failure to make reasonable adjustments;
- 1.1.2. Harassment – disability;
- 1.1.3. Victimisation;
- 1.1.4. Unauthorised deduction of wages;
- 1.1.5. Breach of contract.

1.2. Case number 6005125/2024

- 1.2.1. Unfair dismissal (constructive);
- 1.2.2. Failure to make reasonable adjustments;
- 1.2.3. Victimisation;
- 1.2.4. Harassment – disability;
- 1.2.5. Unauthorised deduction of wages;
- 1.2.6. Breach of contract (including notice pay);
- 1.2.7. Holiday pay.

2. Issues

2.1 Whether certain discussions and/or correspondence took place on a without prejudice basis - relevant correspondence can be found between pages 188 to 207 of the bundle.

2.2 Whether section 111A ERA applies.

2.3 Whether the respondent victimised the claimant by subjecting the claimant to a detriment because the claimant did a protected act, which the claimant says relates to his email to James Gallimore, a senior videographer in the respondent business (Mr Gallimore), on 22 March 2020, which the claimant says was relied upon in a claim against the respondent under the Equality Act 2010 (EqA). The claimant relies on the following relevant acts of detriment in his claim, having since withdrawn paragraphs 13.6, 13.9 and 13.11. These can be found between pages 27 and 46 in the bundle which the claimant calls the Claim Summary. Starting on page 27 of the bundle paragraphs 13.1, 13.2, 13.3, 13.4, 13.5, 13.7, 13.8, 13.10, 13.12, 13.13, 13.14, 13.15, 13.16, 13.17, 13.18, 13.19, 13.20, 13.21, 13.22, 13.23, 13.24, 13.25, 13.26, 13.27, 13.28, 13.29, 13.30, 13.31, 13.32, 13.33, 13.34, 13.35, 13.36, 13.37, 13.38, 13.39, 13.40, 13.41, 13.42, 13.43, 13.44, 13.45, 13.46, 13.47, 13.48, 13.49, 13.50, 13.51, 13.52, 13.53, 13.54, 13.55, 13.56, 13.57, 13.58, 13.59, 13.60, 13.61, 13.62, 13.63, 13.64, 13.65, 13.66, 13.67, 13.68, 13.69, 13.70, 13.71, 13.72, 13.73, 13.74 and 13.75.

3. The Law

The Tribunal has to have regard to the following provisions of the law:

3.1. Without prejudice negotiations:

3.1.1. The principle of conducting settlement negotiations on a without prejudice basis is that where there is a dispute between the parties, any written or oral communications between them, which comprise genuine efforts to resolve a dispute, will not generally be admitted in evidence at a subsequent hearing of the claim. This enables the parties to negotiate fully and frankly without the risk that anything they say or write in the course of negotiations will be used against them in legal proceedings, if the negotiations fail. It should be noted that describing communications as “without prejudice” or not will not necessarily mean that they are or are not privileged. What is important is that there is a dispute between the parties and that communications between them comprise genuine efforts to resolve that dispute.

3.1.2. Section 111A ERA:

“Confidentiality of negotiations before termination of employment

(1) Evidence of pre-termination negotiations is inadmissible in any proceedings on a complaint under section 111. ...

(2) In subsection (1) “pre-termination negotiations” means any offer made or discussions held, before the termination of the employment in question, with a view to it being terminated on terms agreed between the employer and the employee.....”

This relates only to the unfair dismissal (constructive) claim.

3.2. Victimisation

3.2.1. Section 27 EqA:

“(1) A person (A) victimises another person (B) if A subjects B to a detriment because —

(a) B does a protected act, or

(b) A believes that B has done, or may do, a protected act.

(2) ... the following is a protected act —

(d) making an allegation (whether or not express) that A or another person has contravened this Act.

(3) Giving false evidence or information, or making a false allegation, is not a protected act if the evidence or information is given, or the allegation is made, in bad faith.”

4. Facts and/or Submissions

The Tribunal, having carefully reviewed all the evidence (both oral and documentary) and submissions before it, finds, in so far as they are facts (proved on the balance of probabilities) and having regard to the submissions made:

4.1. Without prejudice negotiations

- 4.1.1. Much of the evidence between pages 188 and 207 of the bundle are not necessarily in chronological order. The Tribunal will, therefore, consider the evidence starting on page 188 of the bundle and consecutively ending on page 207 of the bundle and will not make findings in relation to communications which do not call for findings.
- 4.1.2. Email 28 June 2022. The claimant to Graham Walker (Mr Walker), who was then head of supply chain at the respondent. This email was headed without prejudice in which the claimant asks for a settlement figure of £10,500 (page 188 bundle).
- 4.1.3. Email 20 June 2022. Claimant to Mr Walker – the claimant says he will respond to the rejection of his counter offer (page 188 bundle).
- 4.1.4. Email 19 June 2022. Mr Walker to claimant – another reference to the rejection of the claimant's counter offer in which Mr Walker said he would discuss the counter offer with Mr Afzal Khan, chief executive officer of the respondent (Afzal) (pages 190 to 191 of the bundle).
- 4.1.5. Email 27 June 2022. Claimant to Mr Walker, copied to human resources (HR) – the claimant was chasing two responses from HR with regard to a settlement figure offered by Afzal, saying that the claimant would really like to know where he stood. The claimant refers to being continuously victimised and humiliated (pages 194 to 195 bundle).
- 4.1.6. Email 16 May 2022. Claimant to Mr Walker copied to HR. The claimant refers to getting in touch with Amy of HR in the following week (page 195 bundle).
- 4.1.7. Email 13 May 2022. Mr Walker to the claimant copied to HR – reference to new HR manager (page 195 bundle).
- 4.1.8. Email 13 May 2022. Claimant to Mr Walker copied to HR. The claimant is asking for guidance as to who he should speak to re HR issues (page 196 bundle).
- 4.1.9. Notes 16 June 2022 – meeting between the claimant and Mr Walker and others. There is a reference to the claimant's email of 31 January 2022 and meetings with a Peter Ellis of the respondent (see pages 199 to 205 of the bundle). There is a reference to a without prejudice offer and a counter offer, to which the claimant had not received confirmation of rejection. That was confirmed in the meeting. Mr Walker stated that the claimant could go back to Afzal. Asked what he wanted the claimant said he wanted to resolve it, because he did not feel comfortable working for the respondent. He hoped the counter offer would be accepted to end the dispute. Mr Walker refers to the claimant's statement that there had been a breakdown in trust and that the claimant said Afzal was attempting to orchestrate the claimant's dismissal. Mr Walker stated his

awareness that the claimant felt there was a breakdown of trust and that there was a feeling of breakdown of trust in the respondent organisation. The claimant asked why his counter offer was rejected. (pages 197 to 203).

- 4.1.10. Email 8 March 2022. Claimant to HR (copied to Mr Walker on 6 June 2022). This refers to orchestration of the claimant's dismissal. The claimant refers to having had enough. He refers to his counter offer (pages 205 to 206 bundle).
- 4.1.11. Email from the claimant to HR – headed "Counter Offer" – asks for £12,000 and additional terms. Refers to a breakdown of trust. Asks for Afzal to consider the claimant's offer (pages 206 to 207 of the bundle).
- 4.1.12. Not in pages 188 to 207 of the bundle was a meeting between the claimant, Mr Walker and others in which the claimant was told that the without prejudice offer had expired (pages 294 to 296 of the bundle).

4.2. Victimisation

- 4.2.1. The claimant alleges that the respondent victimised him. He says he was subjected to 71 cases of detriment. The claimant says that the claimant has done or may do a protected act. The claimant says that the protected act was in most cases making an allegation (whether or not express) that the respondent or another person contravened EqA.
- 4.2.2. The claimant says the protected act was contained in an email dated 22 March 2020 (email) from the claimant to Mr Gallimore, which was relied upon by Mr Gallimore to support Mr Gallimore's grievance with the respondent and also relied upon in respect of Mr Gallimore's claim against the respondent. The email in itself is not the clearest in its terms. It refers to the disappointing response to Mr Gallimore's grievance and says that if the claimant comes across anything that will help Mr Gallimore with his grievance the claimant will let Mr Gallimore know. It is not clear how the remainder of the email fits in. The claimant offered his help to Mr Gallimore. It is not clear that what the claimant was doing was assisting Mr Gallimore in respect of any grievance under EqA.
- 4.2.3. In the bundle (page 127) appears to be Mr Gallimore's main grievances, which are against Afzal, which Mr Gallimore lists. There are seven such grievances, none of which appear to be contraventions of EqA.
- 4.2.4. A number of the 71 detriments occur before the date of the alleged protected act and we shall see which they are.
- 4.2.5. The respondent's knowledge of the email is an issue. The email was sent from the claimant's private account to Mr Gallimore's private account. Until the respondent did find out about the email time had passed. Mr Gallimore disclosed documents to the respondent in the Employment Tribunal case between Mr Gallimore and the respondent in May 2021. The email was

disclosed but redacted, amongst other things, as to the sender. The respondent did not find out about the author of the email until 3 June 2021, when the claimant identified the email as his.

4.2.6. Detriment (The Tribunal has not set out each alleged detriment, which can be found between pages 27 and 46 of the Claims Summary. There is a commentary below on each and every relevant alleged detriment).

4.2.6.1. Paragraph 13.1. Each of the paragraphs preceding with the number 13. are in the Claims Summary. In this paragraph (13.1) the detriment occurred on 5 July 2019, which is before the alleged protected act.

4.2.6.2. Paragraph 13.2 – the alleged detriment occurred on 30 July 2019, before the alleged protected act.

4.2.6.3. Paragraph 13.3 - the alleged detriment occurred on 13 August 2019, before the alleged protected act.

4.2.6.4. Paragraph 13.4 – the alleged detriment occurred on 15 January 2020, before the alleged protected act.

4.2.6.5. Paragraph 13.5 – although the claimant claims that he supported Mr Gallimore it is unclear as to a detriment to which the claimant was subject.

4.2.6.6. Paragraph 13.7 – if this was a detriment it does not state that it relates to the protected act.

4.2.6.7. Paragraph 13.8 – this detriment does not state that it is related to the protected act.

4.2.6.8. Paragraph 13.10 – this detriment does not state that it related to the protected act.

4.2.6.9. Paragraph 13.12 – if this is a detriment it does not state that it related to the protected act.

4.2.6.10. Paragraph 13.13 – if this is a detriment it does not state it related to the protected act.

4.2.6.11. Paragraph 13.14 – if this is a detriment, bearing in mind the matter complained of never came to fruition, it does not state that it related to the protected act.

4.2.6.12. Paragraph 13.15 – this does not subject the claimant to a detriment and it does not tie in with the protected act.

4.2.6.13. Paragraph 13.16 – on the face of it this could be a detriment to which the claimant was subjected because the claimant did a protected act, but when asked by a Mr D. Shoesmith of the respondent whether the claimant had any correspondence with Mr Gallimore about Mr Gallimore's claim, the claimant said that Mr Gallimore and the claimant agreed not to discuss anything to do with the Employment Tribunal case of Mr Gallimore. As the protected act was not disclosed the question is whether the claimant gave false information, in which

event that information given may mean that the protected act was given in bad faith.

- 4.2.6.14. Paragraph 13.17 – if there is submitted to be a detriment, it appears that the respondent did not subject the claimant to one. The claimant's complaint appears to be that the claimant did not sleep that night.
- 4.2.6.15. Paragraph 13.18 – the claimant made a complaint to the respondent and this is unlikely to be a detriment.
- 4.2.6.16. Paragraph 13.19 – although this may be a detriment because the claimant did a protected act, the claimant's failure to be frank about correspondence with Mr Gallimore came up again and the question is whether this meeting was about the giving of false information which might mean the protected act was not given in good faith.
- 4.2.6.17. Paragraph 13.20 – if this was submitted to be a detriment, because the claimant did a protected act and the protected act appears to have contained a falsehood by the claimant about a Gareth Rhodes and the question is whether the protected act was given in bad faith.
- 4.2.6.18. Paragraph 13.21 – it is unclear that this was a detriment to which the claimant was subjected by the claimant.
- 4.2.6.19. Paragraph 13.22 – if there is a detriment it makes no reference to the protected act.
- 4.2.6.20. Paragraph 13.23 – it is unclear that this was a detriment.
- 4.2.6.21. Paragraph 13.24 – the claimant was now in a disciplinary process and the question is whether action was taken by the respondent amounting to a detriment.
- 4.2.6.22. Paragraph 13.25 – this again was part of the disciplinary process and again the question is whether action taken by the respondent could amount to a detriment.
- 4.2.6.23. Paragraph 13.26 – it is unclear that this was a detriment.
- 4.2.6.24. Paragraph 13.27 – it is unclear that this was a detriment.
- 4.2.6.25. Paragraph 13.28 – it is unclear that this was a detriment.
- 4.2.6.26. Paragraph 13.29 – it is unclear that this was a detriment.
- 4.2.6.27. Paragraph 13.30 – there is insufficient evidence to show that having the claimant's hours reduced amounted to a detriment and in any event this paragraph does not link any alleged detriment with the protected act.
- 4.2.6.28. Paragraph 13.31 – there is insufficient evidence to show the reason for moving the claimant and in any event this paragraph does not link any detriment that there might be with the protected act.

- 4.2.6.29. Paragraph 13.32 – again the question is whether a complaint amounts to a detriment. In any case the paragraph does not link a detriment with the protected act.
- 4.2.6.30. Paragraph 13.33 – it is unclear that this was a detriment.
- 4.2.6.31. Paragraph 13.34 – if there was a detriment it was not linked to the protected act.
- 4.2.6.32. Paragraph 13.35 – it is unclear whether this amounts to a detriment.
- 4.2.6.33. Paragraph 13.36 – it is unclear that this is a detriment.
- 4.2.6.34. Paragraph 13.37 – it is unclear that this is a detriment.
- 4.2.6.35. Paragraph 13.38 – it is unclear that this is a detriment. Grievance hearings do not generally amount to detriments.
- 4.2.6.36. Paragraph 13.39 – it is unclear that this is a detriment. Grievance hearings do not routinely amount to detriments.
- 4.2.6.37. Paragraph 13.40 – it is unclear that this is a detriment.
- 4.2.6.38. Paragraph 13.41 – it is unclear that this is a detriment.
- 4.2.6.39. Paragraph 13.42 – it is unclear that this is a detriment.
- 4.2.6.40. Paragraph 13.43 – whilst this may be a detriment (i.e. Afzal's behaviour) this paragraph does not expressly relate to the protected act.
- 4.2.6.41. Paragraph 13.44 – it is unclear that this is a detriment.
- 4.2.6.42. Paragraph 13.45 – whilst this may be a detriment this paragraph is not expressly related to the protected act.
- 4.2.6.43. Paragraph 13.46 – it is unclear that this is a detriment.
- 4.2.6.44. Paragraph 13.47 – it is unclear that this is a detriment.
- 4.2.6.45. Paragraph 13.48 – it is unclear that this is a detriment.
- 4.2.6.46. Paragraph 13.49 – it is unclear that this is a detriment and in any event the paragraph is unconnected to the protected act.
- 4.2.6.47. Paragraph 13.50 – even if there is a detriment it is not related to the protected act.
- 4.2.6.48. Paragraph 13.51 – it is unclear as to whether this is a detriment but in any event there is no connection in this paragraph with the protected act.
- 4.2.6.49. Paragraph 13.52 – it is unclear as to whether this is a detriment but in any event there is no connection in this paragraph with the protected act.

- 4.2.6.50. Paragraph 13.53 – it is unclear as to whether this is a detriment but in any event there is no connection in this paragraph with the protected act.
- 4.2.6.51. Paragraph 13.54 – it is unclear as to whether this is a detriment but in any event there is no connection in this paragraph with the protected act.
- 4.2.6.52. Paragraph 13.55 – it is unclear as to whether this is a detriment but in any event there is no connection in this paragraph with the protected act.
- 4.2.6.53. Paragraph 13.56 – it is unclear as to whether this is a detriment.
- 4.2.6.54. Paragraph 13.57 – it is unclear as to whether this is a detriment.
- 4.2.6.55. Paragraph 13.58 – it is unclear as to whether this is a detriment. Assuming the issue of the settlement offer may be without prejudice such withdrawal is unlikely to contribute to there being a detriment.
- 4.2.6.56. Paragraph 13.59 – if there were to be a detriment it would have to come from the respondent and not an employee without authority. In any event there is in the paragraph no connection with the protected act.
- 4.2.6.57. Paragraph 13.60 – it is unclear as to whether this is a detriment. Again the detriment would have to come from the respondent and not a third party without authority.
- 4.2.6.58. Paragraph 13.61 – it is unclear whether there is a detriment. There is no connection in the paragraph with the protected act.
- 4.2.6.59. Paragraph 13.62 – complaints by the claimant do not amount to detriments.
- 4.2.6.60. Paragraph 13.63 – if there was a detriment there was no connection in the paragraph with the protected act.
- 4.2.6.61. Paragraph 13.64 – it is unclear whether there is a detriment and there is no connection in the paragraph with a protected act.
- 4.2.6.62. Paragraph 13.65 – even if there is a detriment there is no connection in the paragraph with the protected act.
- 4.2.6.63. Paragraph 13.66 – it is unclear as to whether there is a detriment.
- 4.2.6.64. Paragraph 13.67 – it is unclear as to whether there is a detriment.
- 4.2.6.65. Paragraph 13.68 – it is unclear as to whether there is a detriment.
- 4.2.6.66. Paragraph 13.69 – even if there is a detriment there is no connection in the paragraph with the protected act.

- 4.2.6.67. Paragraph 13.70 – it is unclear as to whether there is a detriment but in any event there is no connection in the paragraph with a protected act.
- 4.2.6.68. Paragraph 13.71 – it is unclear as to whether there is a detriment but in any event there is no connect in the paragraph with the protected act.
- 4.2.6.69. Paragraph 13.72 – it is unclear as to whether there is a detriment but in any event there is no connection in the paragraph with the protected act.
- 4.2.6.70. Paragraph 13.73 – it is unclear as to whether there is a detriment but in any event there is no connection in the paragraph with the protected act.
- 4.2.6.71. Paragraph 13.74 – it is unclear as to whether there is a detriment but in any event there is no connection with the paragraph with the protected act.
- 4.2.6.72. Paragraph 13.75 – it is unclear as to whether there is a detriment but in any event there is no connection in the paragraph with the protected act. Again there is an issue with a third party as opposed to the respondent taking action.
- 4.2.6.73. Paragraph 13.76 – it is unclear as to whether there is a detriment but in any event there is no connection in the paragraph with the protected act. Again there is action by a third party as opposed to the respondent.

5. Determination of the Issues

(After listening to the factual and legal submissions made by and on behalf of the respective parties):

5.1. Without prejudice negotiations

5.1.1. Were there settlement negotiations?

- 5.1.1.1. On or about 28 June 2022 the claimant asked for a settlement of £10,500.
- 5.1.1.2. On or about 20 June 2022 the claimant said he would respond to the rejection of his counter offer.
- 5.1.1.3. On or about 19 June 2022 Mr Walker said that he would discuss the claimant's counter offer with Afzal.
- 5.1.1.4. On or about 27 June 2022 the claimant chased responses from HR with regard to a settlement figure offered by Afzal, the claimant really wanting to know where he stood.
- 5.1.1.5. On or about 31 January 2022 the claimant hoped his counter offer would be accepted.
- 5.1.1.6. On or about 8 March 2022 the claimant refers to his counter offer.
- 5.1.1.7. On a date claimant asked for £12,000.

- 5.1.1.8. Although not in the relevant pages Afzal did make an offer to the claimant. The claimant asked for more. That request by the claimant did expire. The Tribunal finds that there is sufficient evidence of settlement negotiations.
- 5.1.2. Was there a dispute between the parties?
 - 5.1.2.1. On or about 27 June 2022 the claimant refers to being continuously victimised and humiliated.
 - 5.1.2.2. In or about 16 June 2022 the claimant said he hoped the counter offer would be accepted to end the dispute. The claimant also said that there had been a breakdown of trust and Mr Walker said there was a feeling of breakdown of trust on behalf of the respondent.
 - 5.1.2.3. The Tribunal finds there is sufficient evidence to show that there was a dispute.
- 5.1.3. Were there written or oral communications between the parties which comprised genuine efforts to resolve the dispute?
 - 5.1.3.1. The claimant asked for a settlement figure by email on 28 June 2022 headed “without prejudice”.
 - 5.1.3.2. There was the claimant’s email dated 20 June 2022 to Mr Walker by which the claimant said he would respond to the rejection of his counter offer.
 - 5.1.3.3. By email dated 19 June 2022 Mr Walker said he would discuss the claimant’s counter offer with Afzal.
 - 5.1.3.4. On 27 June 2022 by email the claimant chased responses with regard to a settlement figure offered by Afzal.
 - 5.1.3.5. In the notes of a meeting on 16 June 2022 there was a reference to a without prejudice and a counter offer. The claimant wanted to resolve “it”. He hoped the counter offer would be accepted to end the dispute.
 - 5.1.3.6. By email dated 8 March 2022 the claimant referred to his counter offer.
 - 5.1.3.7. By email headed “counter offer” the claimant asked for £12,000 and additional terms and asked Afzal to consider the claimant’s offer.
 - 5.1.3.8. The Tribunal finds there were written and oral communications between the parties which comprised genuine efforts to resolve the dispute and these efforts ended at the meeting when the claimant was told the without prejudice offer had expired.
- 5.1.4. The findings of the Tribunal make the evidence between pages 188 to 207 in the bundle without prejudice and therefore inadmissible in the final hearing.

5.1.5. For the record the Tribunal must consider whether section 111A(1) and (2) ERA applies but only in relation to the unfair dismissal claim:

5.1.5.1. Was an offer made or were discussions held before the termination of the employment in question with a view to it being terminated on terms agreed between the respondent and the claimant?

5.1.5.2. Relevant documents in the bundle (pages 188 to 207) end about 28 June 2022. The claimant's employment ended on 30 April 2024. The Tribunal did not receive evidence as to the termination of the claimant's employment, but as it was nearly two years between the end of the without prejudice negotiations and termination of employment it cannot be said that the negotiations were held approximate to the termination of the employment in question. Whilst this does not affect the Tribunal's finding as regards the nature of the evidence under the without prejudice rules, the Tribunal finds that section 111A ERA does not apply. For the avoidance of doubt there is no waiver of privilege in relation to the without prejudice negotiations, so that the finding in relation to section 111A is not germane to the inadmissibility of the matters referred to in bundle page 188 to 207 and, therefore, in so far as those pages are now in evidence they do not permit admissibility in relation to the claimant's claim for unfair dismissal or any other claim.

5.2. Victimisation

5.2.1. Did the respondent subject the claimant to a detriment?

Having carefully read and analysed the alleged detriments, which can be found (in so far as the same have not been withdrawn) at paragraphs 13.1 to 13.75 of the Claims Summary each of the alleged detriments fall into the following types or classifications:

5.2.1.1. Alleged detriments occurring before the protected act.

5.2.1.2. Alleged detriments which do not appear to be so.

5.2.1.3. Alleged detriments which do not relate to the protected act.

5.2.1.4. Alleged detriments not expressly linked or tying into the protected act.

5.2.1.5. The status of the detriments are called into question in so far as the protected act has not been given in good faith.

5.2.1.6. Alleged detriments to which the claimant was not subject by the respondent; and

5.2.1.7. The alleged detriments made by a third party without the authority of the respondent.

- 5.2.2. The Tribunal finds that none of the alleged detriments contribute to a finding of a more than no reasonable or little reasonable prospect of success to the extent that the respondent could be said to have subjected the claimant to a detriment or detriments.
- 5.2.3. Did the claimant do or does the respondent believe that the claimant did a protected act of a kind set out in section 27(2)(d) EqA? The claimant says that the protected act was in most cases an allegation (whether or not express) that the respondent or another person contravened the EqA. The claimant says that the protected act was contained in the email. The Tribunal has found that the email is not the clearest in its terms. A fuller analysis of the email can be found at paragraph 4.2.2 of these reasons. The onus is on the claimant to prove section 27 EqA and the Tribunal finds that it is not clear that what the claimant was doing to assist Mr Gallimore in respect of any grievance which was related to EqA. Mr Gallimore's grievances, of which there are seven (see page 127 of the bundle), do not contain any allegations relating to the EqA and, therefore, quite apart from the Tribunal's findings relating to detriments the claimant's selection of a protected act under section 27(2)(d) EqA (or indeed any other part of section 27(2) EqA) have no reasonable or little reasonable prospect of success. For all these reasons the claim of victimisation is struck out as are paragraphs 11 to 15 of the Claims Summary.

Employment Judge Shulman

Date: 20 May 2025

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