



EMPLOYMENT TRIBUNALS

Claimant: Heran Limbachia & Others
Respondent: Serco Limited

Heard at: London South (by CVP)

On: 4th to 6th June 2025 (and 27th June 2025 in chambers)

Before: Employment Judge Tueje
Ms Mitchell
Ms Oldfield

REPRESENTATION:

Claimant: Ms Ibbotson (counsel)
Respondent: Mr Carr K.C. (counsel)

RESERVED JUDGMENT

The unanimous judgment of the Tribunal is that the claimants' complaints of contravention of section 145B of the Trade Union and Labour Relations (Consolidation) Act 1992 are well-founded.

The respondent is ordered under sections 145E(2)(b) and (3) of the 1992 Act to pay to each claimant listed in the annex to this judgment the sum of £5,128.00.

REASONS

Introduction

1. There are 148 claimants who are listed in the annex to this judgment.
2. All the Claimants, at the material time, namely 5th May 2023, were members of the Prison Officers Association (the "POA") working at the Gatwick Immigration Removal Centres.

3. The claimants complain that the respondent breached section 145B of the Trade Union & Labour Relations (Consolidation) Act 1992 when it implemented the 2023 annual pay increase.
4. Early conciliation began on 27th July 2023, it ended on 7th September 2023, and this claim was presented on 2nd October 2023.
5. A preliminary hearing for case management took place on 18th October 2024, during which the issues in the case were discussed. These are set out at paragraphs 41 to 41.9 of the case management order. Paragraph 7 of that order directed the parties to write to the Tribunal within 14 days if they considered the list of issues was incorrect or incomplete. Failing that, the list of issues would be treated as final unless the Tribunal directed otherwise. Neither party raised any concerns regarding the accuracy or comprehensiveness of the list of issues within the specified timeframe.

The Final Hearing

6. The final hearing was held on 4th, 5th and 6th June 2025. The claimants were represented by Ms Ibbotson, counsel, and Mr Carr K.C was counsel for the respondent.
7. The documentation received by the Tribunal included the following:
 - 7.1 Cast list and chronology;
 - 7.2 A 232-page hearing bundle;
 - 7.3 18-page written closing submission on behalf of the claimants; and
 - 7.4 20-page written closing submission on behalf of respondent.
8. The Tribunal was provided with the following witness statements on behalf of the claimants:
 - 8.1 Witness statement of Heran Limbachia;
 - 8.2 Witness statement of Steve Gillan;
 - 8.3 Witness statement of Donald Rogers; and
 - 8.4 Witness statement of Iount Cirstea
9. The witness statements on behalf of the respondent included the following:
 - 9.1 Witness statement of Steve Hewer; and
 - 9.2 Witness statement of David Cadger.
10. Except for Donald Rogers and Iount Cirstea, who were substitute witnesses, the Tribunal heard oral evidence from all of the above.

11. The Tribunal members (only) reconvened in chambers on 27th June 2025 to deliberate. The parties were notified that the reserved judgment would be prepared within 28 days, and issued by the Tribunal thereafter.

Procedural Issues

12. Ms Ibbotson sought to add the following paragraph to the list of issues:
“Was the implementation on the 26th May 2023, capable of being an offer?”
13. Ms Ibbotson explained this issue is part of the claimants’ pleaded case but was erroneously omitted from the draft list of issues prepared by the claimant; the current list of issues recorded in the 18th October 2024 case management order (see paragraph 5 above) is based on the draft prepared by the claimants. The respondent opposed this application. We heard submissions regarding the application from Ms Ibbotson and Mr Carr K.C.
14. For reasons given orally during the hearing, we refused the claimants’ application to amend the list of issues. A summary of our reasons are at paragraphs 15 to 17 below.
15. We took into account the parties’ submissions. In particular we took into account the timing of the application, which was made on the first day of the final hearing. We agree with Mr Carr K.C. that the lateness of the application is likely to cause the respondent substantial prejudice in responding to the additional issue, and adducing evidence relevant to the issue. In this case, as in most cases, the witness statements focus primarily on the list of issues, which currently expressly refers to a single offer on 5th May 2023. It is also relevant that the list of issues is based on a draft the claimants prepared, and they did not take the opportunity given in the case management order to correct any omissions at the appropriate time.
16. To add a second offer/implementation would be a significant amendment to the list of issues. The value of the claim would double if the claimants were successful on the issue they wished to add.
17. The alternative is also prejudicial to the respondent, namely to adjourn this final hearing to allow the respondent time to deal with the additional issue. The delay and cost implications of doing so are disproportionate. We also consider this would be an inappropriate use of the Tribunal’s resources, where a full Tribunal and 3 hearing days have been reserved to deal with this final hearing.

Findings of Fact

18. The following findings of fact were reached on a balance of probabilities, having considered the witnesses' evidence, including documents referred to in that evidence, and taking into account my assessment of the evidence.
19. Only findings of fact relevant to the issues, and those necessary to determine the issues, have been referred to in this judgment. It has not been necessary, and neither would it be proportionate, to determine each and every fact in dispute. We have not referred to every document that we read and/or were taken to in the findings below, but that does not mean it was not considered if it was referred to in the evidence and was relevant to an issue.
20. Unless otherwise stated, the facts below are either agreed or unchallenged.

Collective Engagement Framework

21. The POA is an independent trade union recognised by the respondent as evidenced by a Collective Engagement Framework dated 16th June 2022 (the "*Collective Agreement*"). The Collective Agreement confirms the POA is recognised for the purposes of collective bargaining in relation to all employees below the level of Assistant Director/Band 3 equivalent in relation to those employees' terms, including pay. Annex A of the Collective Agreement makes provision for the avoidance of disputes and the resolution of issues, including referring the matter to the Advisory, Conciliation and Arbitration Service (ACAS).

22. The relevant parts of Annex A read:

If the issue remains unresolved then either party may request the intervention of the offices of ACAS for the purposes of conciliation. The timetable for this process will be determined by ACAS.

At the conclusion of the conciliation process, should the issue remain unresolved then subject to the agreement of the parties the issue may be referred to the offices of ACAS for binding arbitration. The timetable for this process will be determined by ACAS.

23. The parties disagreed as to whether referring a dispute to conciliation was mandatory under the Collective Bargaining Agreement: the respondent arguing it was not obligatory, whereas in closing submissions Ms Ibbotson argued that the provisions regarding conciliation could reasonably be interpreted as being mandatory. She compared the provisions for conciliation and arbitration, noting the latter stated that the matter may be referred to arbitration "subject to the agreement of the parties". However, a referral for conciliation was not stated to be subject to the parties' agreement. Therefore, according to Ms Ibbotson, if the agreement of the

parties was not expressly required to refer a dispute to conciliation, the referral could reasonably be interpreted as a mandatory provision.

24. We do not consider Annex A contains a mandatory provision requiring disputes are referred to conciliation. It is evident the wording of the provisions relating to conciliation and arbitration are different, but it does not inevitably mean the effect of the different wording is that conciliation is obligatory whereas arbitration is voluntary. Each provision is self-contained, and can be considered independently. And in doing so, we consider a plain reading of the express wording of the provisions regarding conciliation is that “either party may request” the intervention of ACAS. We consider if a referral is something either party may do, it may equally choose not to do it, meaning it is voluntary.

The Early Stages of Negotiations

25. Ordinarily, negotiations for the annual pay deal begin in January/February, and take effect from 1st April.
26. Mr. Limbachia is the lead claimant. He is also the POA’s local Branch Secretary and was involved in the latter stages of the negotiations relating to the 2023/2024 annual pay increase which is the subject of this claim.
27. Part of the wider background to this claim is that it is uncontroversial that since COVID and other international and domestic events, the country entered a phase commonly referred to as “*the cost of living crisis*”, a feature of which included high inflation.
28. It is accepted by both sides that this has impacted recruitment and retention within the Gatwick Immigration Removal Centres, resulting in various challenges, including the risk of financial penalties imposed under the Respondent’s Home Office contract if agreed staffing levels are not maintained. Staff shortages also impacted the wellbeing and health and safety of employees and residents. Therefore, the issue of staff recruitment and retention is of concern to both the respondent and the POA.
29. It is against this background, and seeking to mitigate the financial impact of the cost-of-living crisis on employees, that the Respondent introduced various measures. For instance, in their December 2022 wages, employees were paid a £150 Gatwick Appreciation Payment (“G.A.P”), and in their January 2023 wages, they were paid a £250 retention payment, and the respondent introduced as a benefit, the provision of one free hot meal per day worked.
30. The January 2023 G.A.P was intended to be the last payment, as it had been hoped the annual pay deal could be implemented earlier than usual,

namely in February 2023 instead of April 2023. However, as there was still no agreement on annual pay, the G.A.P was temporarily re-introduced, and paid to employees in their February and March 2023 wages.

31. As to the annual 2023/2024 pay negotiations, on 9th January 2023, the POA proposed a blanket 13% pay increase for members.
32. On 25th January 2023, the Respondent counter proposed a tiered pay increase ranging from 4-6%. When making the counter proposal, the Respondent stated it is open to offers. The POA rejected the Respondent's tiered offer on the same day.
33. The next day, the respondent formally rejected the POA's proposed 13% pay increase, but Mr Hewer, the respondent's contract director, stated he would speak with finance and HR about an affordable increase. It's common ground that this was with a view to the respondent making a further proposal.
34. As contract director, Mr Hewer gives weekly updates to the respondent's employees. During the period of negotiations, some of Mr Hewer's staff updates referred to the pay negotiations. For instance, on 3rd Feb 2023, regarding pay, his update explained:

"I am hoping for an early settlement, but that will depend on the POA agreeing to terms."
35. Despite the wording of the above staff update, during cross examination, Mr Hewer accepted that at the time of that update, it was the respondent who would be reverting back to the POA with a revised offer after consulting finance and HR.
36. The hearing bundle contains a number of e-mails exchanged by various members of the respondent's management team, which will be referred to as internal e-mails. In addition to Mr Hewer, the other individuals included at various times in the exchange of internal e-mails were:
 - Kenneth Bolton – the respondent's finance business partner
 - Sarah Burnett – the respondent's immigration director
 - David Cadger – the respondent's people director
 - Georgina Foster – the respondent's people solutions partner
 - Sarah Newland – the respondent's deputy director, Gatwick IRC
37. In an internal e-mail sent on 16th February 2023 by Ms Foster to Mr Bolton and Mr Cadger, and copied to Mr Hewer, she explains that during a meeting earlier that day, she learnt the rationale behind the POA's 13% proposal. Firstly, they assessed inflation to be 10.7% based on the Consumer Price

Index, the remainder of the proposed increase represents a pay uplift. The respondent assessed inflation according to the Average Weekly Earnings index, which at the time, assessed inflation to be around 3% lower. The second aspect of the POA's reasoning is that most of its members are detention custody officers (DCO), and they consider a comparable role within the prison service would attract a salary of £30,000 per annum, and the pay proposals were intended to achieve parity between these posts. Ms Foster also reported the POA opposed a tiered offer.

38. There were further director updates: on 24th February 2023, Mr Hewer announced the reintroduction of the £150 G.A.P for February and March 2023 (see paragraph 30 above).
39. On 21st March 2023, the respondent increased its tiered proposal to increases ranging from 4% to 8.1%, intended to provide a greater uplift for the lowest-paid staff.
40. The POA responded the following day requesting a proposal for a blanket pay increase.
41. This resulted in the respondent proposing a blanket 7% pay offer on 24th March 2023, which would take DCOs up to £29,362 per annum for those with more than 6 months of service.
42. Shortly after this, the final G.A.P payment was made on 28th March 2023.
43. The implementation of an early annual increase in February 2023 had not materialised, and by this time, the customary April annual pay increase was also at risk.
44. At paragraph 5 of his witness statement, Mr Hewer states:
 - a. *... On the basis that a permanent pay increase had been planned for April 2023 and the GAP was only ever temporary, the GAP had come to an end in February 2023. It was consequently urgent that we finalised a means of permanently replacing that payment;*
 - b. *... If we could not implement a pay rise around April 2023, there was also an increased risk that our ability to retain employees would be significantly harmed. We were already struggling in this area. From January-September 2023, we lost 243 employees [102]. While we were mostly able to replace these employees, there are significant costs and impacts on the business to relying on recruiting staff rather than retaining them.*

45. There was a staff update from Mr Hewer on 6th April 2023 in which he stated the respondent had made its best and final pay proposal to the POA of a 7% increase. However, the 7% increase was subsequently rejected by the POA on 10th April 2023 following a ballot of its members
46. It was agreed the POA would make a counterproposal, which Mr Limbachia did by an e-mail sent to Mr Hewer on 27th April 2023. Mr Limbachia proposed an increase consisting of a 7% pay increase for managers, whose job title is abbreviated to DOMs, and a 9.4% increase for other staff, including DCOs. It was therefore a tiered offer. Mr Limbachia concluded his e-mail as follows:

I as union local branch interim Chair would personally like to discuss this counter offer, as again I say we want to resolve things as quickly as possible to ensure our members have money in their pockets and potentially improve retention all round.

47. In an e-mail sent by Mr Hewer to Mr Cadger, Mr Bolton, Ms Burnett, and copied to Ms Newland, on 28th April 2023, he states:

" I further added that as the GAP had finished some of the lower paid staff would be financially impacted by their lack of agreement, sowing the seed that at some stage we may have to implement the pay rise.

I sensed at the ELT Mike H [Heron] was thinking there may be a little more money to get it over the line, 0.5%??? and asked Kenny what the impact may be in respect of our margin contribution ?"

48. This potential additional 0.5% is not mentioned in any other documents, and was not addressed in the respondent's witness statements.
49. Ms Ibbotson cross examined Mr Hewer about how the additional 0.5% would have been funded. He explained it would have been funded from the contract's profit margin. He was also asked about this by the Tribunal, in particular he was asked why there was no increased pay proposal to reflect the additional 0.5%. He responded that any additional funds would be conditional on achieving KPIs.
50. Ms Burnett responded to Mr Hewer's e-mail the same day was saying: "Happy to speak later but I'm minded to hold the line."
51. Ms Burnett's e-mail continued by raising the possibility of increasing the pay award to DCOs to be offset by reducing the pay increase awarded to DOMs, but acknowledging that may not be palatable. Ms Newland confirmed that option had already been raised, but rejected by the POA.

52. Mr Cadger's view, shared in e-mail sent on the same date to Ms Newland, Ms Burnett, Mr Hewer and Mr Bolton, was as follows:

My view would be that we hold the line, while we can continue discussions with them we only have the 'pot' that we've already put forward to them. We have genuine and ongoing concerns over staff attraction/retention and as such need to signal to the wider employee population that their pay award is coming at the end of May.

At the ELT meeting Mark W was fairly direct about the steps we take next with the result being that our last offer be implemented at the end of May.

The next internal e-mail in this chain is from Mr Cadger to Ms Newland, Ms Burnett, Mr Hewer and Mr Bolton, sent on 3rd May 2023, it reads:

Conscious of time moving on and the need for us to reflect upon the bargaining agreement we have with the POA and more poignantly the Dispute Resolution Process we have. In order to ensure that we have applied the 7% pay increase to colleagues pay by end of May we need to process it in line with the following timeline:

...

Effectively we have just less than 2 weeks to have closed off discussion with the POA by one of two routes.

- 1. Set up a meeting with ACAS, repeat the offer we have made, hold the line and then implement by the end of May; or*
- 2. Confirm to them that we will implement the proposed uplift for the end of May and will then continue discussions with them after that, via ACAS.*

We might need to have a call to execute this either way – as directed by Mark W/Andrew R/Mike H – at the ELT.

53. The next day Mr Hewer e-mailed Mr Cadger, Mr Bolton, Ms Foster, Ms Newland and Ms Burnett, confirming that in an earlier discussion he and Mr Cadger "... have agreed that we will implement the 7% pay rise and as such I have attached a draft letter."
54. It was put to Mr Hewer during cross examination that what he and Mr Cadger had done was make a business decision to stop negotiations with the POA, to not make a counter-proposal, and to implement the 7% pay rise in the May 2023 wages. Mr Hewer agreed.

55. As to the draft letter attached to his abovementioned e-mail, Mr Hewer asked Mr Cadger whether the letter needs to refer to ACAS. Mr Cadger responds:

I've made a couple of tweaks, not referenced ACAS – that can be something they wish to mention.

56. In line with the latest e-mail exchanges, on 4th May 2023, Mr Hewer wrote to the POA informing them the 7% pay increase would be processed from the next payday. Also, in accordance with Mr Cadger's advice, the letter made no reference to ACAS. It stated:

I have made it clear to you that the company have provided the best and final offer of an 'across the board' 7% increase on basic rates of pay however this has been rejected. As a result of this, I feel that we have now exhausted our dispute resolution process.

57. It seems the respondent did not expressly reject the claimants' proposed tiered annual 7% to 9.4% pay, but it will be implicit from Mr Hewer's 4th May 2023 letter to the POA that the respondent rejected the claimants' tiered counterproposal.

Whether Collective Bargaining Had Concluded

58. Mr Hewer publicised the decision to implement a 7% pay increase in his next staff update on 5th May 2023, which notification is relied on as the section 145B offer. The claimants contend the procedure in the Collective Agreement had not concluded as at 5th May 2023. We will treat this as disputed, although the respondent's closing submissions do not expressly deal with this issue.
59. We find the procedure in the Collective Agreement had not concluded as at 5th May 2023. That is because part of the procedure in the Collective Agreement is a referral to ACAS. An ACAS referral had not been made as at 5th May 2023. From the e-mails Mr Hewer and Mr Cadger exchanged on 3rd May 2023, they were aware ACAS was a potential option: Mr Hewer referred to it in his draft letter to the POA, and Mr Cadger removed the reference to ACAS. In doing so, Mr Cadger acknowledged that it was open to the POA to request conciliation. It is correct to say at that stage it was a potential option which had not yet been acted on. It is also evident that the respondent did not intend to request conciliation.
60. However, the POA could not yet know negotiations had reached the stage where the conciliation provisions were engaged. As at 4th May 2023, the POA had proposed a tiered pay increase of 7-9.4%. The respondent had not yet expressly or impliedly rejected the POA's latest proposal, Mr

Limbachia had made it clear he still wanted discussions to continue. Therefore, from the POA's perspective, the parties were still negotiating. Once the POA received Mr Hewer's 4th May 2023 letter stating the 7% increase would be implemented, Mr Limbachia escalated the matter to POA's national office.

61. Once the matter was escalated by Mr Limbachia, the POA did in fact request conciliation. The respondent agreed to conciliation, acknowledging it was pursuant to the Collective Agreement. This further indicates that the procedure for collective bargaining had not concluded by 5th May 2023, because that procedure was still being followed by the parties after 5th May 2023.
62. We were told during the hearing that the 2023/2024 annual pay increase was the only time pay negotiations had been referred to ACAS as it was accepted by Mr Limbachia that typically negotiations between the POA and respondent were constructive. In fact, when Mr Carr K.C. put it to Mr Limbachia that the POA's relationship with the respondent's management team was good, he responded the relationship was "very good."

Whether the Respondent Genuinely Believed Collective Bargaining Had Concluded

63. In addition to finding the collective bargaining process was not completed as at 5th May 2023, we also find the respondent did not genuinely believe that, as a matter of fact, the agreed procedure for collective bargaining was concluded as at 5 May 2023.
64. From the e-mails Mr Hewer and Mr Cadger exchanged on 28th April 2023, they were aware that a referral to ACAS was part of the collective bargaining agreement. However, Mr Cadger subsequently stated it was for the POA to request conciliation if they wanted to pursue that option. Furthermore, they made a conscious decision to omit mentioning ACAS in the letter sent to the POA. We find that is more consistent with an awareness that ACAS is an option that they were seeking to avoid, and less consistent with them genuinely believing the collective procedure had been taken as far as it could. If Mr Hewer thought the collective bargaining procedure had been concluded, why refer to ACAS in his draft at all. And if Mr Cadger thought the collective bargaining procedure was concluded, what purpose would there be in leaving it to the POA to suggest a referral to ACAS.
65. We also note the paucity of written evidence dealing with the additional 0.5% referred to in Mr Hewer's e-mail sent to on 28th April 2023, identified as potentially available to take pay negotiations "over the line". Ms Ibbotson cross examined Mr Hewer about this. And in questions to Mr Hewer, the

Tribunal also explored the reasons why eventually, this additional 0.5% was not factored into pay negotiations. Mr Hewer's initial response was that he and Mr Bolton discussed this. He was asked about how the decision was reached to not include the 0.5% as part of the negotiations, what was the process for escalating decisions regarding the affordability of pay increases, and whether that process was followed. Despite being given an opportunity to address this point, Mr Hewer provided insufficient detail as to when, nor why, the decision was taken to omit the 0.5% from pay negotiations.

66. There is also no written evidence explaining the apparent acceleration of the process. Between January to April there was gradual progress, and the gap between the parties' respective positions was narrowing. However, between 28th April 2023 - when the two options were raised in Mr Cadger's e-mail - and the joint decision of Mr Cadger and Mr Hewer on around 4th May 2023 to pursue the second option referred to in Mr Cadger's e-mail, events moved more quickly. This is illustrated by the respondent notifying the POA the same day, and then employees the following day, that the 7% increase would be implemented. We find this is consistent with a clear shift from the previous gradual negotiation, to swift execution within days of Mr Cadger and Mr Hewer agreeing to implement the 7% increase.
67. There was one meeting with ACAS which took place on 22nd June 2023. In his witness statement Mr Limbachia confirmed he attended the meeting with ACAS. Mr Limbachia also says in his witness statement that the ACAS meeting lasted around 20 minutes, and during cross examination, his evidence about the length of that meeting was unchallenged.
68. Mr Hewer deals with this meeting at paragraph 45 of his witness statement, where he states:

Unfortunately, the conciliation meeting on 22 June 2023 was not productive. We had attended based on the understanding that there was no further discussion to be had regarding a further increase to the 7% pay offer. However, this was the only matter that the POA sought to discuss. As we had nothing to add on this matter, the meeting did not achieve anything.
69. However, during cross examination, Mr Hewer accepted that the POA's approach at that meeting was to try to negotiate a non-consolidated £1,000 for members.
70. The ACAS meeting did not result in an agreement between the parties. It means the 2023/2024 pay increase that was in fact the 7% blanket increase that had been implemented starting in the May 2023 wages. As stated, it's offer of a 7% pay increase in 2023/2024 that is the subject of this claim.

The Respondent's Sole or Main Purpose

71. As to whether the respondent's sole or main purpose in making the offer was that some or all of the claimants' terms and conditions of employment would not be determined by the Collective Agreement, we firstly consider whether the claimants have raised a prima facie case that the respondent's purpose was unlawful.
72. If so, it is for the respondent to prove on the balance of probabilities that its sole or main purpose was an alternative lawful purpose. In deciding this issue, we must have regard to all relevant factors in the case, including those factors set out at sections 145D(4)(a) to 145D(4)(c). However, in reality, the claimants only raise an argument in respect of section 145D(4)(a).
73. We do not underestimate the many, and sometimes conflicting demands, that Mr Hewer had to manage. For instance, his responsibility to ensure the requirements of the respondent's contract with the Home Office are met, including meeting key performance indicators, maintaining sufficient staffing levels to ensure the health, safety and wellbeing of both employees and residents. These demands were impacted by the challenges retaining and recruiting staff, and the need to avoid penalties being imposed where agreed staffing levels were not achieved. These needed to be achieved within the respondent's desired profit margin, while offering a sufficiently generous but affordable pay award to retain staff, attract recruits, while not undermining profits.
74. While we appreciate the above challenges, in our judgment, the weight of the evidence establishes that the respondent's sole or main purpose was to achieve the prohibited result. We consider the evidence shows the respondent was keen to get the annual pay award agreed as soon as possible, and from the respondent's perspective, the collective bargaining process jeopardised the quick resolution the respondent was aiming to achieve. This is supported by the following evidence.
75. It is consistent with the extract from Mr Hewer's witness statement quoted at paragraph 44 above.
76. While the respondent did participate in collective bargaining, we consider by 5th May 2023 when it made the direct offer, it had made the conscious decision to no longer engage meaningfully in collective bargaining. This is indicated by Mr Hewer's letter sent to the POA the day before which stated he believed the dispute resolution process was exhausted. As stated at paragraphs 63 to 66 above, we do not consider that either Mr Hewer or Mr Cadger genuinely believed the collective bargaining process was exhausted. Therefore, we consider Mr Hewer stated the process was

exhausted because he had decided to implement the pay increase without continuing with the collective bargaining process.

77. Proceeding to make the direct offer on 5th May 2023, one day after notifying the POA of its decision which implicitly rejected the POA's offer, consequently limiting the POA's opportunity to request a referral to ACAS before the direct offer was made, is also indicative of no longer wishing to engage in the collective bargaining process.
78. We consider the timing of certain events is also more consistent with the respondent's sole or main purpose being to achieve the prohibited result. We do not consider the parties were at an impasse. As stated, Mr Limbachia was willing to continue discussions. And rather than being at an impasse, the parties had made progress since negotiations began on 9th January 2023 with the POA's blanket 13% proposal. The POA had moved from a position of wanting a blanket offer, to making a tiered offer of 7-9.4% on 27th April 2023. In the interim, there had also been movement from the respondent, from a 4-6% tiered offer on 25th January 2023, it increased its proposal to 4-8.1%, before making a blanket offer. The respondent's blanket offer was 7%, which although lower than what the POA wanted, it would mean a DCO with more than 6 months service would be on a salary of £29,362 per annum, which is close to the £30,000 per annum the DCOs were looking for.
79. To implement a pay award when this progress has been made, and to do so at an accelerated pace compared to the movement in the preceding months, suggests the respondent was not acting out of concern that the parties would fail to reach an agreement. At the time of the offer, Mr Limbachia's suggestion to continue negotiations was still available, but not expressly acknowledged by the respondent. These events indicate the respondent was no longer looking to negotiate an agreed pay rise. That is also consistent with the respondent's internal e-mails stating their position was to "hold the line."
80. The evidence also suggests the respondent's participation in conciliation was perfunctory, and that it did not attend the meeting with an open mind regarding reaching a settlement.
81. It is common ground that the meeting with ACAS on 22nd June 2023 did not result in an agreement. Mr Limbachia's unchallenged written evidence is that the meeting with ACAS only lasted approximately 20 minutes. This is in contrast to the position in *Adams*, where, in the months following implementation of pay increases, the parties continued to negotiate, and eventually agreed on a final pay award.

82. In his witness statement, Mr Hewer contends that at the June 2023 ACAS meeting the POA only wanted to revisit the 7% increase. He therefore failed to acknowledge the POA's objective was to secure a non-consolidated payment. This omission indicates the respondent was not sufficiently engaged in negotiations to register the POA's proposals.
83. Taken together, we consider the above matters support the conclusion that respondent's sole or main purpose in making the offer was that some or all of the Claimants' terms and conditions of employment would not be determined by the Collective Agreement.

The Issues

84. The issues to be determined are as follows:
- 84.1 At the time of the offer, were the Claimants the Respondent's workers?
 - 84.2 At the time of the offer, were the Claimants members of an independent trade union?
 - 84.3 At the time of the offer did the Respondent recognise the Claimants' independent trade union?
 - 84.4 Was the communication to the Claimants on 5 May 2023 capable of being an 'offer'?
 - 84.5 Had the agreed procedure for collective bargaining as set out in the 'Collective Engagement Framework Agreement 2022' concluded as a matter of fact as at 5 May 2023?
 - 84.6 If not, did the Respondent genuinely and reasonably believe that it had?
 - 84.7 Would acceptance of the offer by some or all of the Claimants have had the effect that some or all of their terms and conditions of employment would not (or would no longer) be determined by collective agreement negotiated by or on behalf of their trade union?
 - 84.8 Was the Respondent's sole or main purpose in making the offer that some or all of the Claimants' terms and conditions of employment would not (or would no longer) be determined by collective agreement negotiated by or on behalf of their trade union?

The Relevant Legislation

85. Set out below are the relevant legislative provisions that are relevant in this claim.

86. Trade Union & Labour Relations (Consolidation) Act 1992 (TULRCA):

87. section 145B states:

145B Inducements relating to collective bargaining

- (1) *A worker who is a member of an independent trade union which is recognised, or seeking to be recognised, by his employer has the right not to have an offer made to him by his employer if—*
 - (a) *acceptance of the offer, together with other workers' acceptance of offers which the employer also makes to them, would have the prohibited result, and*
 - (b) *the employer's sole or main purpose in making the offers is to achieve that result.*
- (2) *The prohibited result is that the workers' terms of employment, or any of those terms, will not (or will no longer) be determined by collective agreement negotiated by or on behalf of the union.*
- (3) *It is immaterial for the purposes of subsection (1) whether the offers are made to the workers simultaneously.*
- (4) *Having terms of employment determined by collective agreement shall not be regarded for the purposes of section 145A (or section 146 or 152) as making use of a trade union service.*
- (5) *A worker or former worker may present a complaint to an employment tribunal on the ground that his employer has made him an offer in contravention of this section.*

88. Section 145D of TULRCA continues:

145D Consideration of complaint

- (1) *On a complaint under section 145A it shall be for the employer to show what was his sole or main purpose in making the offer.*
- (2) *On a complaint under section 145B it shall be for the employer to show what was his sole or main purpose in making the offers.*

- (3) *On a complaint under section 145A or 145B, in determining any question whether the employer made the offer (or offers) or the purpose for which he did so, no account shall be taken of any pressure which was exercised on him by calling, organising, procuring or financing a strike or other industrial action, or by threatening to do so; and that question shall be determined as if no such pressure had been exercised.*
- (4) *In determining whether an employer's sole or main purpose in making offers was the purpose mentioned in section 145B(1), the matters taken into account must include any evidence—*
- (a) that when the offers were made the employer had recently changed or sought to change, or did not wish to use, arrangements agreed with the union for collective bargaining,*
 - (b) that when the offers were made the employer did not wish to enter into arrangements proposed by the union for collective bargaining, or*
 - (c) that the offers were made only to particular workers, and were made with the sole or main purpose of rewarding those particular workers for their high level of performance or of retaining them because of their special value to the employer.”*

The Case Law

89. Section 143B of the 1996 Act was considered by the Supreme Court in *Kostal UK Ltd v Dunkley and ors* 2022 ICR 434, SC where the Court stated (at paragraph 14):

The issue in this appeal is whether the pay offers made by the Company on 10 December 2015 and 29 January 2016 directly to workers who were members of Unite were offers which, if accepted by all the workers who received them, would have the “prohibited result”, as defined in section 145B(2) of the 1992 Act . It is not disputed that, if that condition was satisfied, the Company’s sole or main purpose in making the offers was to achieve that result, with the consequence that the making of the offers contravened the right protected by section 145B(1).

90. On that issue, Lord Leggatt who delivered the majority opinion stated:

71.I conclude that, on the proper interpretation of section 145B of the 1992 Act, an offer would have the prohibited result if its acceptance, together with other workers’ acceptance of offers which the employer also makes to them, would have the result that the workers’ terms of employment, or any of those terms, will not (or will no longer) be determined by collective agreement negotiated by or on behalf of the union when, had such offers

not been made, there was a real possibility that the terms in question would have been determined by collective agreement. That must ordinarily be assumed to be the case where there is an agreed procedure for collective bargaining in place which has not been complied with.

72. In the present case, on the facts found by the employment tribunal the collective bargaining process outlined in the Recognition Agreement was still continuing when the first and second offers were made by the Company directly to the claimants. In those circumstances the tribunal was entitled to find that the offers were made in contravention of section 145B . I would therefore allow the appeal.

91. Mr Carr K.C also referred to the case of *Adams and others v Walsall Housing Group* (case numbers 1305512/2022 and 1308455/2022). He acknowledged it is not a binding precedent, but he argued it was relevant because, as in this case, the issue in dispute was whether the employer's sole or main purpose in making a direct offer was to achieve the prohibited result.
92. In summary the relevant aspects of that decision are, the dispute related to the 2022/2023 annual pay increase involving the respondent and 3 recognised trade unions: Unison, GMB and Unite. The 3 trade unions jointly proposed a 7% pay increase. The respondent proposed a 3.1% annual pay increase and a non-consolidated payment of £300. The latter would have to be accepted by 31st March 2022 because it was funded by the 2021/2022 budget. Unite members accepted the proposal, Unison and GMB ("the Unions") members rejected it. The respondent informed the Unions that it was highly unlikely that an annual pay increase above 3.1% would be forthcoming. It was found that the respondent's expected the Unions to try to negotiate an increase on the non-consolidated sum.
93. With the end of the financial year approaching, and although no agreement was reached, the employer implemented the £300 payment, with the parties continuing negotiations. In the meantime, the employer also implemented the 3.1% pay increase, again, with negotiations ongoing.
94. At a meeting in August 2022, the employer proposed a £1,000 non-consolidated payment to all employees, in addition to the £300 and 3.1% annual increase that had been implemented. This was rejected, as was a further proposal of the £1,000 being paid as £500 consolidated and £500 non-consolidated. ACAS became involved in the dispute in around September 2022. The parties eventually reached an agreement in November 2022 on the terms that the £1,000 would comprise £800 consolidated and £200 non-consolidated.

95. At the final hearing, only GMB argued that the first offer of £300 was contrary to section 145B, but the Unions both argued the second offer of the 3.1% pay increase was unlawful.
96. The issue in that case was section 145B(1)(b), and whether WHG's sole or main purpose in making the offer was to achieve the prohibited result. WHG successfully argued that was not the case. It distinguished the case of *Ineos*, which it said was factually different.
97. WHG's position was that *Kostal* was not particularly helpful where the issue is determining whether the employer's purpose was to achieve the prohibited result. Its counsel argued (paragraph 13.78):

In relation to the Second Offer, he submits that the purpose of this was to ensure that the workforce had the immediate benefit of the least amount of pay rise that would have to be paid by the Respondent given that negotiations had been protracted and because that 3.1% increase had already been budgeted for.

98. As to its sole or main purpose, WHG relied on, what was accepted as (at paragraph 13.80)

"... an accurate contemporaneous record of the reason why the 3.1% increase was implemented, namely that employees should not be disadvantaged whilst the Respondent was in an ongoing dispute with the unions about pay.

Conclusions on the Disputed Issues

99. We have applied the law to the findings of facts to determine the matters in the list of issues. The issues are set out below, stating those issues which are agreed, including additional issues agreed after the case management order dated 18th October 2024 was issued.
100. The issues to be determined are as follows:
 - 100.1 At the time of the offer, were the Claimants the Respondent's workers? The respondent concedes this.
 - 100.2 At the time of the offer, were the Claimants members of an independent trade union? The respondent concedes this.
 - 100.3 At the time of the offer did the Respondent recognise the Claimants' independent trade union? The respondent concedes this.

- 100.4 Was the communication to the Claimants on 5 May 2023 capable of being an 'offer'? The respondent accepts that it was.
- 100.5 Had the agreed procedure for collective bargaining as set out in the 'Collective Engagement Framework Agreement 2022' concluded as a matter of fact as at 5 May 2023?
- 100.6 If not, did the Respondent genuinely and reasonably believe that it had?
- 100.7 Would acceptance of the offer by some or all of the Claimants have had the effect that some or all of their terms and conditions of employment would not (or would no longer) be determined by collective agreement negotiated by or on behalf of their trade union? The respondent accepts that in light of *Kostal* and *Ineos*, it would.
- 100.8 Was the Respondent's sole or main purpose in making the offer that some or all of the Claimants' terms and conditions of employment would not (or would no longer) be determined by collective agreement negotiated by or on behalf of their trade union? The respondent disputes its main purpose was to achieve the prohibited result.
- 100.9 Remedy. Section 145E Trade Union and Labour Relations (Consolidation) Act 1992 fixes compensation per offer, and this figure was £5,128 when the offer was made.
101. The Tribunal's conclusions on the disputed issues are set out below.

Issue 5 - Had the agreed procedure for collective bargaining as set out in the 'Collective Engagement Framework Agreement 2022' concluded as a matter of fact as at 5 May 2023?

102. At paragraph 17.3 of her closing submissions, Ms Ibbotson argues the respondent made a business decision to conclude collective bargaining. In particular, she argues, Mr Cadger and Mr Hewer had decided to adopt the second option set out in Mr Cadger's e-mail sent on 28th April 2023 (see paragraph 52 above). She further argues Mr Hewer accepted that was the case during cross examination (see paragraph 54 above). Finally on this point, Ms Ibbotson relies on Mr Hewer's e-mail sent on 28th April 2023, that he was "*sowing the seed that at some stage we may have to implement the pay rise.*"
103. At page 18 of his closing submissions, Mr Carr K.C. addresses this issue as follows:

The answer to this is that all that remained was the potential for conciliation at ACAS which the parties at the time both understood was not an obligatory process but only one which arose if one side raised it and the other agreed to it.

104. We have already stated we agree that a referral to ACAS was not obligatory, nonetheless, we consider that the agreed procedure for collective bargaining as set out in the Collective Agreement 2022 had not concluded as at 5 May 2023. Our reasons are at paragraphs 59 to 61 above.

Issue 6- If not, did the Respondent genuinely and reasonably believe that it had?

105. Ms Ibbotson argues the respondent did not genuinely believe the agreed procedure for collective bargaining was exhausted. She argues the respondent made a deliberate business decision to make the direct offer. She says the respondent was aware of the provisions in Annex A, but made a direct offer without following the process, for instance making the direct offer before attending an ACAS meeting.

106. For the respondent, Mr Carr K.C. argues:

There is no requirement based on the decision in Kostal for the employer to have a 'reasonable' belief – an honest belief is enough (although of course if that belief is unreasonable, then it may be more difficult for the Tribunal to accept that it was honest). As to that, the Respondent did in fact have a genuine and honest belief that the collective process had been taken as far as it could.

107. Mr Carr K.C. uses the term “*honest belief*”, whereas *Kostal* refers to a genuine belief. However, both words broadly mean the same thing.
108. We consider Mr Hower and Mr Cadger did not genuinely believe the procedure in the Collective Bargaining agreement was concluded. Our reasons for this decision are at paragraphs 63 to 66 above.
109. In her skeleton argument, Ms Ibbotson did not address whether the respondent had a reasonable belief that the agreed procedure for collective bargaining had concluded. We take it from this that like Mr Carr K.C., she also considers the respondent only needs to have a genuine belief that the procedure for collective bargaining was concluded.
110. In our judgement the respondent did not genuinely believe the procedure was concluded, we are not satisfied that the respondent had a genuine or

honest belief that the procedure for collective bargaining was concluded. Our reasons are at paragraphs 71 to 83 above.

Issue 8 - Was the Respondent's sole or main purpose in making the offer that some or all of the Claimants' terms and conditions of employment would not (or would no longer) be determined by collective agreement negotiated by or on behalf of their trade union?

111. Regarding section 145B(2)(b), in her skeleton argument, Ms Ibbotson argues that the respondent's direct offer had the prohibited result. Therefore, she says, applying *Kostal*, it should be inferred that the respondent's sole or main purpose was to achieve the prohibited result.
112. We do not consider it is appropriate to conflate the prohibited result and the prohibited purpose in the way Ms Ibbotson seeks to do.
113. Alternatively, she relies on the same submissions advanced to challenge the respondent's genuine belief that the collective bargaining procedure was concluded, to support the claimants' contention that the respondent's sole or principal purpose in making the 5 May 2023 offer was to achieve the prohibited result.
114. The respondent disputes its main purpose was to achieve the prohibited result. Mr Carr K.C states:

Answer, unequivocally and overwhelmingly – 'no'. The Respondent's purpose was not to secure an agreement to terms negotiated outside collective bargaining - its purpose was to address recruitment and retention issues. There has effectively been no challenge to what the Respondent has said caused it to implement the pay increase. It was not about getting employees to agree (presumably by continuing to work) to accept a pay increase of 7%, it was about getting money into their bank accounts as quickly as possible for the reasons repeatedly stated by the Respondent and its witnesses and accepted by the Claimants' witnesses.

115. Mr Carr K.C. distinguishes this case from *Ineos*, and argues that in this case the respondent implemented the pay increase to get money in people's pockets. Furthermore, here unlike in *Ineos*, the respondent was willing to use the collective bargaining agreement. Mr Carr K.C also referred to the constructive working relationship between the POA and the respondent, emphasizing Mr Limbachia's description of that relationship as very good.

Approved by:
Employment Judge Tueje
23rd July 2025

ANNEX

The claimants

1. 2305280/2023 Mr Heran Limbachia & Ors -v- Serco & Others
2. 2305281/2023 Mrs Nicola Ackland -v- Serco & Others
3. 2305282/2023 Mr Samuel Adams -v- Serco & Others
4. 2305283/2023 Mr Richard Albury -v- Serco & Others
5. 2305284/2023 Mr David A Aldis -v- Serco & Others
6. 2305285/2023 Ms Alia Ali -v- Serco & Others
7. 2305286/2023 Mr Wesley Aliprandi -v- Serco & Others
8. 2305287/2023 Mr Mohammed Shah Moynul Alom -v- Serco & Others
9. 2305288/2023 Mrs Dawn Ashdown -v- Serco & Others
10. 2305289/2023 Mr Charlie Atkins -v- Serco & Others
11. 2305290/2023 Mrs Hayley J Attwater -v- Serco & Others
12. 2305291/2023 Miss Sophie Ayling -v- Serco & Others
13. 2305292/2023 Mr Dean Bailey -v- Serco & Others
14. 2305293/2023 Ms Marilyn Bakht -v- Serco & Others
15. 2305294/2023 Miss Megan Batson -v- Serco & Others
16. 2305295/2023 Mr Joseph Beaver -v- Serco & Others
17. 2305296/2023 Miss Kathleen Mary Bennett -v- Serco & Others
18. 2305297/2023 Mr Istvan Bodo -v- Serco & Others
19. 2305298/2023 Mr Damion Bogle -v- Serco & Others
20. 2305299/2023 Mr David P Booth -v- Serco & Others
21. 2305300/2023 Miss Hayley Louise Brazier -v- Serco & Others
22. 2305301/2023 Ms Mandy L Bright -v- Serco & Others
23. 2305302/2023 Mr Ryan John Bromley -v- Serco & Others
24. 2305303/2023 Mr Kristen T Brown -v- Serco & Others
25. 2305304/2023 Mr Joe P Bryant -v- Serco & Others
26. 2305305/2023 Mr Darren W Bulled -v- Serco & Others
27. 2305306/2023 Miss Sandra A Burden -v- Serco & Others
28. 2305307/2023 Mrs Sophie Carberry -v- Serco & Others
29. 2305308/2023 Mr George Chappell -v- Serco & Others
30. 2305309/2023 Mr Ion-Ionut Cirstea -v- Serco & Others
31. 2305310/2023 Mr Daniel Clay -v- Serco & Others
32. 2305311/2023 Miss Lisa Jane Conroy -v- Serco & Others
33. 2305312/2023 Miss Patricia Ellen Curtin -v- Serco & Others
34. 2305313/2023 Mr Anthony Robert Davenport -v- Serco & Others
35. 2305314/2023 Mr Thomas Davies -v- Serco & Others
36. 2305315/2023 Mrs Samantha Dixon -v- Serco & Others
37. 2305316/2023 Mr Christopher Martin Donnelly -v- Serco & Others
38. 2305317/2023 Mr Paul Dunford -v- Serco & Others
39. 2305318/2023 Mrs Jaidah Edmond -v- Serco & Others
40. 2305319/2023 Mr James Elwood -v- Serco & Others
41. 2305320/2023 Mr Ryan Everest -v- Serco & Others

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42. 2305321/2023 Mr Lucas Fallbrown -v- Serco & Others
43. 2305322/2023 Mr David Leslie Flack -v- Serco & Others
44. 2305323/2023 Miss Yvonne Fuelle -v- Serco & Others
45. 2305324/2023 Mrs Kelly Furtado -v- Serco & Others
46. 2305325/2023 Mrs Maxine Vanessa Gedling -v- Serco & Others
47. 2305326/2023 Mr Stephen Anthony Gedling -v- Serco & Others
48. 2305327/2023 Mrs Gemma Louise Graham -v- Serco & Others
49. 2305328/2023 Mr Darren Mark Grant -v- Serco & Others
50. 2305329/2023 Mrs Melanie Ann Grant -v- Serco & Others
51. 2305330/2023 Mr Oscar Gravell -v- Serco & Others
52. 2305331/2023 Miss Simona Grigaliunaite -v- Serco & Others
53. 2305332/2023 Miss Lauren Hall -v- Serco & Others
54. 2305333/2023 Mr Nathan J Harris -v- Serco & Others
55. 2305334/2023 Mr Paul Harvey -v- Serco & Others
56. 2305335/2023 Mr Richard W Hawes-Wright -v- Serco & Others
57. 2305336/2023 Mr David M Hemmings -v- Serco & Others
58. 2305337/2023 Miss Amy V Hemper -v- Serco & Others
59. 2305338/2023 Miss Rheannon Hewson -v- Serco & Others
60. 2305339/2023 Mr Luke Howard -v- Serco & Others
61. 2305340/2023 Mr Liiban Hussein -v- Serco & Others
62. 2305341/2023 Mr Henry Hutton-Mawdsley -v- Serco & Others
63. 2305342/2023 Miss Monica Intelligenza -v- Serco & Others
64. 2305343/2023 Mr Louis M Jacques -v- Serco & Others
65. 2305344/2023 Ms Abigail Jarrett -v- Serco & Others
66. 2305345/2023 Mr Andrew W Jennings -v- Serco & Others
67. 2305346/2023 Mr Darren Jones -v- Serco & Others
68. 2305347/2023 Mr Leslie Jones -v- Serco & Others
69. 2305348/2023 Mrs Sherifa Keddan -v- Serco & Others
70. 2305349/2023 Mr Daniel Keegan -v- Serco & Others
71. 2305350/2023 Miss Hannah Kennedy -v- Serco & Others
72. 2305351/2023 Mr David Killick -v- Serco & Others
73. 2305352/2023 Ms Kerry Knights -v- Serco & Others
74. 2305353/2023 Mr Jaroslaw Tomasz Krawczyk -v- Serco & Others
75. 2305354/2023 Miss Charlotte Lacey -v- Serco & Others
76. 2305355/2023 Miss Karolina Lasorte -v- Serco & Others
77. 2305356/2023 Mr Jose Pascual Lastra-Moreno -v- Serco & Others
78. 2305357/2023 Mr Matthew Lenton -v- Serco & Others
79. 2305358/2023 Mrs Zoltanne MacZula -v- Serco & Others
80. 2305359/2023 Mr Abinesh Mahendrarajah -v- Serco & Others
81. 2305360/2023 Mr Naveed Maqsood -v- Serco & Others
82. 2305361/2023 Mr Omar Martin-Taylor -v- Serco & Others
83. 2305362/2023 Mr Scott Mason -v- Serco & Others
84. 2305363/2023 Miss Roxana Mayne -v- Serco & Others
85. 2305364/2023 withdrawn
86. 2305365/2023 Mr Hamza Miah -v- Serco & Others
87. 2305366/2023 Mr Ian P Middleditch -v- Serco & Others

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88. 2305367/2023 Mrs Farehia Mirza -v- Serco & Others
89. 2305368/2023 Mr Peter H R Morgan -v- Serco & Others
90. 2305369/2023 Miss Matilda Morina -v- Serco & Others
91. 2305370/2023 Miss Rachel Bethany Moss -v- Serco & Others
92. 2305371/2023 Mr Robert K Moynan -v- Serco & Others
93. 2305372/2023 Mrs Lucille Nadal -v- Serco & Others
94. 2305373/2023 Mr Frank V Nasmith -v- Serco & Others
95. 2305374/2023 Mr Marie Antoine Percy Nobee -v- Serco & Others
96. 2305375/2023 Mr Symon Okeife -v- Serco & Others
97. 2305376/2023 Mr Shahram Olyaie -v- Serco & Others
98. 2305377/2023 Mr Philip P Page -v- Serco & Others
99. 2305378/2023 Miss Patrycja Pala -v- Serco & Others
100. 2305379/2023 Ms Geri Anne Parker -v- Serco & Others
101. 2305380/2023 Mr Nikesh Patel -v- Serco & Others
102. 2305381/2023 Mrs Sejal Patel -v- Serco & Others
103. 2305382/2023 Mr Ben Phillips -v- Serco & Others
104. 2305383/2023 Mr Adam Powell -v- Serco & Others
105. 2305384/2023 Mr Casey-Jay Pownall -v- Serco & Others
106. 2305385/2023 Mr Shivesh Puri -v- Serco & Others
107. 2305386/2023 Ms Stevie Quigley -v- Serco & Others
108. 2305387/2023 Mr Thomas Quinn -v- Serco & Others
109. 2305388/2023 Mrs Carolina Raia -v- Serco & Others
110. 2305389/2023 Mrs Maheshwaree Raval -v- Serco & Others
111. 2305390/2023 Mr Jack Reilly -v- Serco & Others
112. 2305391/2023 Miss Rebecca Richardson -v- Serco & Others
113. 2305392/2023 Mr David A Roffey -v- Serco & Others
114. 2305393/2023 Mr Donald A Rogers -v- Serco & Others
115. 2305394/2023 Miss Maja Maria Roszak -v- Serco & Others
116. 2305395/2023 Mrs Deborah Russell -v- Serco & Others
117. 2305396/2023 Miss Malwina Marta Rutyna -v- Serco & Others
118. 2305397/2023 Mr Leni Samuel -v- Serco & Others
119. 2305398/2023 Miss Michelle K Sawyer -v- Serco & Others
120. 2305399/2023 Mr Daniel Scott -v- Serco & Others
121. 2305400/2023 Mr Leo Sherwood -v- Serco & Others
122. 2305401/2023 Mr Amir Singh -v- Serco & Others
123. 2305402/2023 Mr Satnam Singh -v- Serco & Others
124. 2305403/2023 Miss Darian Skinner -v- Serco & Others
125. 2305404/2023 Mr Julian D Smith -v- Serco & Others
126. 2305405/2023 Miss Bonnie Spark -v- Serco & Others
127. 2305406/2023 Mr Christopher Stallibrass -v- Serco & Others
128. 2305407/2023 Mr Jonathan Clifford Stammer -v- Serco & Others
129. 2305408/2023 Mr Jonathan M S Stephenson -v- Serco & Others
130. 2305409/2023 Mr Adam J Stringer -v- Serco & Others
131. 2305410/2023 Mr Ryan Tait -v- Serco & Others
132. 2305411/2023 Mr Edward P H Thomas -v- Serco & Others
133. 2305412/2023 Mr Neil Timms -v- Serco & Others

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- 134. 2305413/2023 Mrs Dionne Travers -v- Serco & Others
- 135. 2305414/2023 Mr Samuel Michael Turner -v- Serco & Others
- 136. 2305415/2023 Miss Parminder Ubhi -v- Serco & Others
- 137. 2305416/2023 Mr Iakovos Verdis -v- Serco & Others
- 138. 2305417/2023 Mr Valeri Vikulov -v- Serco & Others
- 139. 2305418/2023 Mr Bogdan Gabriel Vulpas -v- Serco & Others
- 140. 2305419/2023 Mr Mark R Ward -v- Serco & Others
- 141. 2305420/2023 Mrs Carol Wildish -v- Serco & Others
- 142. 2305421/2023 Miss Leanna Willard -v- Serco & Others
- 143. 2305422/2023 Mr Alex George Willis -v- Serco & Others
- 144. 2305423/2023 Miss Megan Worsley -v- Serco & Others
- 145. 2305424/2023 Mr Brandon Yipp -v- Serco & Others
- 146. 2305425/2023 Mrs Veronica Zarea -v- Serco & Others
- 147. 2305426/2023 Miss Darya Zheronkina -v- Serco & Others
- 148. 2305427/2023 Miss Keren Faibis -v- Serco & Others