EMPLOYMENT TRIBUNALS

Claimants: Ms L Bilbie (2601009/71)

Mr M Foster & others (2602109/17 & others)

Respondents: 1. Ernehale Lodge Care Home Ltd

2. G Hudson & S Dobb t/a Milford Care

Heard at: Nottingham

On: Thursday 17 January 2019

Before: Employment Judge Brewer (sitting alone)

Representation
Claimants: Mr B Gray of Counsel
Respondent (1): Ms R Hodgkin of Counsel
Respondent (2): Mr R Lyons of Counsel

JUDGMENT

1. The claim of Ms Bilbie is dismissed on withdrawal.

2. The claims of Mr M Foster & others succeed and they are awarded 13 weeks' pay each.

REASONS

Introduction

1. These claims have a long history and go back to 2017. The claims of Mr Foster and Ms Tomlinson were taken as lead cases but the judgment refers to all of the claims lodged in respect of this matter. In this case, there was an agreed bundle and I heard evidence from Mr Foster and Ms Tomlinson on behalf of the Claimants. For the First Respondent, I heard from Mr Waseem Shafiq and for the Second Respondent from Mr Pierre Falleth, Business Manager; Samantha Palmer, formerly Group HR Manager and Kara Gratton, Care and Development

Manager. There was an agreed bundle and in the reasons which follow, I have taken into account all of the relevant documents and the oral evidence, along with submissions of the representatives.

2. At the outset of the hearing, Mr Gray confirmed that Ms Bilbie was withdrawing her claim and that was dismissed on withdrawal. As a further preliminary issue, I dismissed as parties to the proceedings G Hudson and K Dobb trading as Milford Care given that that was a former partnership and they were not the employer at the relevant time, and therefore not the transferor, at the relevant time. This leaves the parties as the transferee, Ernehale Lodge Care Home Ltd and the transferor, G Hudson and S Dobb trading as Milford Care.

Issues

3. In essence, these claims are about whether and if so to what extent, there was a failure to inform and consult as required by regulation 13 of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). At the outset of the hearing, the parties agreed the following issues:
   3.1. Did the 2nd and 1st Respondents comply with their obligation to inform under regulation 13 of TUPE?
   3.2. Did the 2nd and/or 1st Respondent comply with their obligation to consult with employee representatives under regulation 13 of TUPE?
   3.3. If there was any failure to inform and consult, then whether there were any special circumstances which made it not reasonably practicable for either Respondent to perform the duty imposed under regulation 13.
   3.4. If either Respondent is liable, to what extent are they so liable?

Findings of fact

4. Although I heard a great deal of evidence about what took place, the essential facts are not in dispute. These can be stated quite shortly.

5. The 2nd Respondent is a partnership trading as Milford Care. It runs a number of care homes, one of which was known as Ernehale Lodge Care Home.

6. The 1st Respondent, Ernehale Lodge Care Home Ltd, was incorporated solely for the purpose of purchasing Ernehale Lodge Care Home from the 2nd Respondent.

7. The 2nd Respondent ran Ernehale Lodge Care Home from a building which it did not own but leased from a landlord. For reasons which I need not go into, the 2nd Respondent determined to sell Ernehale Lodge.

8. The 2nd Respondent began negotiations with Mr Shafiq and a Mr Khan in 2016 to sell Ernhale Lodge to them. The benefit of selling to an organisation involving Mr Khan was that he was already registered by the Care Quality Commission (CQC) which meant that he did not have to become registered again, which can be a lengthy process. In the event, following negotiations and some demands

by the landlord of the premises, Mr Khan withdrew from the negotiations. Mr Shafiq remained interested in purchasing Ernehale Lodge but this meant that in order to purchase and run the care home he needed to become registered with the CQC.

9. It appears that the negotiations became somewhat protracted and there were in essence three ongoing sets of processes which needed to be completed in order for the purchase to become effective. Those three things were: first, Mr Shafiq had to become CQC registered; second, the parties had to agree the sale and purchase agreement of the business; and, finally, Mr Shafiq had to agree a new lease with the landlord of the building in which Ernehale Lodge was situated.

10. The parties to these proceedings agreed that the purchase of Ernehale Lodge Care Home by Mr Shafiq through Ernehale Lodge Care Home Ltd was a relevant transfer pursuant to regulation 3(1)(a) of the 2006 Regulations.

11. In the event, Mr Shafiq became CQC registered on 23 March 2017. The sale and purchase agreement was completed on 25 March 2017. Mr Shafiq finalised his lease with the landlord on 28 March 2017.

12. This meant that with effect from 28 March 2017, there was nothing preventing the completion of the deal. The deal was in fact completed and the parties agree that the TUPE transfer took place on 31 March 2017.

13. The 2nd Respondent did not have a lot of experience of operating TUPE transfers, although Ms Palmer did have a working knowledge of TUPE and had in fact been on a TUPE training course. Therefore, the 2nd Respondent took advice from a firm of solicitors, Fraser Brown, who were also dealing with the sale and purchase agreement. In fact, prior to instructing Fraser Brown on the employment matters, the 2nd Respondent had been taking advice from their former advisers, known as Wirehouse. In particular, Ms Palmer was discussing informing and consulting with employees of the 2nd Respondent as early as 2016 with Wirehouse who had prepared a draft letter to be sent to staff inviting them to elect employee representatives for the purpose of receiving information and being consulted. This is discussed further below.

14. In the event, no regulation 13 letter was sent to employee representatives and there was no consultation of staff through employee representatives.

15. On 29 March 2017, there was an all staff meeting at Ernhale Lodge attended by Mr Falleth, Ms Gratton, Ms Palmer and other managers, along with all of the staff. The staff were told that the business was being sold and that TUPE applied, and there was a brief explanation that this involved an automatic transfer of their employment and protection of their continuous service. There was a short question and answer session. All staff were then given a letter (see page 227 of the bundle) which confirms Ernehale Lodge Care Home Ltd as the purchaser, that the purchase would take place "*on or about*" 31 March 2017, it sets out the reason for the transfer being the sale of the business and that staff would transfer

on their current terms with protected continuous service. It also gives the employees information about their right to object to the transfer. It finally states that "*We understand that the buyer does not intend to take any measures in connection with the transfer of employees.*"

16. There was a further meeting on 30 March and, finally, Mr Shafiq attended Ernehale Lodge on 31 March where he was available should staff have any questions for him as representative of the transferee.

17. Those then are the material facts in this case.

Law

18. The applicable law is the Transfer of Undertakings (Protection of Employment) Regulations 2006. The regulations relevant to the case are regulations 13, 14 and 15.

19. In short, regulation 13 imposes on a transferor an obligation to send, in writing, specified information to employee representatives. The information required to be sent is set out in regulation 13(2).

20. The information must be sent long enough before the transfer to enable consultation to take place. It is settled law that even if there is no statutory obligation to consult (because the transferor does not propose to take measures), information should nevertheless be given long enough before the transfer to enable voluntary consultation to take place.

21. Regulation 13 makes clear that the appropriate representatives of the employees will be a recognised trade union or in any other case, an existing representative body which it is appropriate to inform and consultant and in the absence of that, there should be elected employee representatives.

22. Regulation 14 deals with elected employee representatives. Specifically regulation 14 imposes an obligation on the employer to make "*such arrangements as are reasonably practicable to ensure the election is fair*" and the employer must also do a number of other things such as determine the number of representatives, the nature of the representation and so on. In other words, the employer has a duty to ensure that there are elected employee representatives. Regulation 13(10) does say that if an employer has invited employees to elect representatives and they fail to do so, then the employer has complied with his duty, even if the employees fail to elect any representatives. In such a case, the employer will comply with the duty to inform and consult if it in effect deals directly with all of the employees.

23. The special circumstances defence is set out in regulation 15(2).

24. Along with the Regulations, I have had regard to the following relevant cases.
    - ***London Borough of Barnet v 1) Unison 2) NSL Ltd: UKEAT/0191/13;***

- ***Susie Radin Ltd v GMB & others [2004] IRLR 400;***
- ***UNISON v Somerset County Council & others [2009] UKEAT/0043/09;***
- ***Shields Automotive Ltd v Mr David Langdon & others***
  [UKEATS/0059/12;
- ***Ms Sheena Todd v Strain & others [UKEATS/0057/09;***
- ***Cable Realisations Ltd v GMB Northern [2009] UKEAT/0538/08***

Discussion

25. It is not in dispute in this case that there was no information given to employee representatives as required by regulation 13. Further, there was no effort on the part of the 2nd Respondent to ask the employees to elect representatives.

26. The letter which was handed to employees on 29 March 2017 does not comply with regulation 13 in that it contains none of the information required by regulation 13(2A). Furthermore, the letter states at paragraph 6: "*It is envisaged that there will be no 'legal, economic or social implications of the transfer' for transferring employees*". That paragraph also goes on to say that: "*We understand that the buyer does not intend to take any measures in connection with the transferred employees"*.

27. This seems to me to indicate a complete misunderstanding of the requirements of regulation 13(2). There clearly is a legal implication of the transfer, being the employees will transfer their employment from a partnership to a limited company. It is unclear whether there would be economic implications of the transfer. The social implications are always a problem in a TUPE transfer but, given that the intention was that the business should continue seamlessly, it may be that there were no such implications. However, in my view, the person drafting the letter has conflated regulation 13(2)(b) with 13(2)(d).

28. Although Mr Lyons argued valiantly that this case turns on whether there were special circumstances rendering it not reasonably practicable for his client (the 2nd Respondent) to comply with the requirements of regulation 13, his special circumstances defence seemed to rely on the assertion that the 2nd Respondent relied on incorrect legal advice and really not much more than that. For the reasons which follow, I reject the submission that there were special circumstances in this case which rendered it not reasonably practicable for the 2nd Respondent to comply with its obligation to inform employee representatives.

29. On behalf of the 1st Respondent, Ms Hodgkin argued that, given that her client had no duty to consult - which I accept, nothing Mr Shafiq did caused any delay or any default on the part of the 2nd Respondent and therefore should I determine that there is liability for any failure in this case, Mr Shafiq is not culpable and should not be jointly liable.

30. My starting point is that there was no complete compliance with regulation 13, although the letter which appears in full at pages 260 and 261 of the bundle was

given to employees on 29 March, it does contain some of the requirements of regulation 13 and there was at least one consultation meeting, also on 29 March.

31. The other point to note at this stage is that Mr Lyons' argument was put in this way: given that Mr Shafiq only confirmed on 28 March that all three agreements were in place (the CQC registration, completed sale and purchase agreement and completed lease) and given that the deal had to be done on 31 March, the reality is that the 2nd Respondent did what it could to comply with TUPE between and 29 and 31 March. This is another submission which I reject. As I pointed out during the hearing, the completion date of 31 March was an entirely artificial date. The sale and purchase agreement was signed, i.e. completed, **before** Mr Shafiq had completed the lease. So although the sale and purchase agreement was agreed, the sale was still conditional upon him completing his lease. It follows that 31 March was simply a date fixed by the parties for the transfer to occur and there was nothing I heard in evidence which prevented the parties to the sale from extending that date to enable completion of the information and consultation obligations under TUPE. In other words, the compressing of the information and consultation obligations into a 2 or 3 day period was a choice made by the 1st and 2nd Respondents and there was nothing in the evidence which I heard in this case to suggest that they could not have decided to delay completion, for even a week, to ensure that employees were properly informed of their rights and, if necessary, consulted about them.

32. In relation to reliance on incorrect legal advice, the following are noteworthy.

33. In February 2017, Ms Palmer, on behalf of the 2nd Respondent, was discussing employment matters in relation to the proposed TUPE transfer with the 2nd Respondent then advisers, Wirehouse. Wirehouse provided a detailed letter to be given to staff inviting them to elect representatives to be informed and consulted under TUPE. That draft included a nomination form and details of the reason and purpose for the elections.

34. Also in February, Mr Falleth on behalf of the 2nd Respondent emailed Mr Shafiq (see page 134) chasing up information on the precise name of the transferee and details of whether Mr Shafiq was going to honour the employees' terms and conditions, including the pay date and shift patterns.

35. At some point, the date of which remains unclear, the 2nd Respondent stopped taking employment law advice from Wirehouse and began taking it from the solicitors dealing with the sale and purchase agreement, Fraser Brown. However, it was not until 22 March 2017 that Mr Falleth emailed the partner at Fraser Brown dealing with the sale and purchase agreement to chase up employment matters. He says in his email:

"*Tom – did you speak to the employment solicitor? We could do with our HR manager speaking to them ASAP but after you have filled them in on the details. With completion on the* 31st, that presumably means the 'keys' are handed over on that day. *I am a little concerned that I am out of the office that afternoon as*

is the manager of the Home. Having said that, I guess the completion could be done in the morning of the 31st."

36. Having got no response, Mr Falleth chased Mr Gray again on 24 March 2017 (page 170 of the bundle). He says:

"*Dear Tom, I am concerned that we have only got one week until the proposed handover. We haven't heard from the purchaser regarding the TUPE questions you posed. It gives us very little time to plan a consultation with staff. Did you speak to the employment solicitor?*"

37. Mr Gray responded to Mr Falleth on 25 March 2017 (page 191) and stated:

"*I have asked my employment colleague to contact you on Monday…My view is that you shouldn't really tell staff until the morning of completion. I suggest 31st as the closest working day to 1st April – we can work to something else if you prefer.*"

38. I take from this exchange that the corporate partner's view was that staff should be kept in the dark until just before completion. However, by the words "*we can work to something else if you prefer*" he was in effect seeking instructions from Mr Falleth on whether to delay the completion or bring forward informing staff.

39. In the event, the solicitor dealing with the employment matters for Fraser Brown, Maz Dannourah, emailed Mr Falleth on 27 March (page 201 of the bundle). Mr Dannourah says that he can: "*assist with the employment/TUPE points"*. Mr Dannourah also says: "*It ought to be relatively straightforward to deal with the TUPE obligations as the seller but there is a need to deal with [these] quickly given the anticipated completion date.*" I stress the reference here to an anticipated completion date. It seems to me from the information in the bundle that it was not until very late in the day that the parties insisted on completing on 31 March but, even on 27 March, that was still only an anticipated completion date. The advice from Mr Dannourah is as follows:

"*In light of the limited time before completion and in order to cover off as much of the obligation to "consult", I would also suggest meeting with the individuals (it can be done in group meetings) in order to tell them of the situation and to physically hand out the letter I mention. I will produce a draft letter for you to review.*"

40. While Mr Dannourah does not expressly say so, I have presumed that his reference to a letter is to the information required to be given to employee representatives under regulation 13 of TUPE. Mr Dannourah does not refer to representatives in his initial advice. He says: "*The main thing to deal with is the letter to the employees which sets out the basic information that needs to be given to the staff ahead of TUPE transfer*". This indicates a fundamental misunderstanding of regulation 13(2), which states:

"(*2) Long enough before a relevant transfer to enable the employer of any affected employees to consult the appropriate representatives of any affected employees, the employer* ***shall inform those representatives*** *of— …"* (my emphasis)

41. TUPE is clear that the information must be given to representatives, it is not sufficient to give the information directly to the employees (save in the circumstances I have described above) but Mr Dannourah singularly fails to mention representatives at that stage. His advice goes on however: "*There is another slightly more technical issue to consider and that relates to the staff appointing representatives for the purpose of TUPE consultation*". In short, therefore Mr Dannourah considered that representatives had to be appointed to be consulted, but not appointed to receive information (to be informed) which, as I say, is simply a fundamental misunderstanding of regulation 13. It is also unclear why he refers to the representatives as being "*appointed*" rather than elected, which is what regulation 14 deals with, and also why he says this is a "*slightly more technical issue*". TUPE sets out quite clearly what the employer's obligations are with regard to electing employee representatives. However, I do note that Mr Dannourah does say that "*It would probably be better to talk this through if you are available at some point*".

42. From the above, in my judgement the position on 27 March was that it was not inevitable that the deal had to be completed on 31 March, that was a choice to be made, and at that stage it was only anticipated that that would be the completion date. It was also clear that while the 2nd Respondent had received some advice about TUPE, that advice was materially incorrect as regards the sending of information to employee representatives, and somewhat misleading as regards to the election of employee representatives in general.

43. There is a further communication from Mr Dannourah sent to Ms Palmer and Mr Falleth on 28 March 2017. Over the course of 27/28 March, Mr Dannourah and Mr Falleth had a conversation. Following that, Mr Dannourah provided a draft letter to be given to the 2nd Respondent's employees. It would seem that Ms Palmer had provided to Mr Dannourah the original draft regulation 13 letter which had been produced by Wirehouse. Mr Dannourah says:

"*With regard to electing representatives, I have removed the option. On reflection and bearing in mind that there is a desire to get this completed without delay, my concern was that mention of election of representatives may well work against you.*

44. He goes on:

"*The real issue with regard to representatives is that if you do end up needing to allow them to appoint representatives, you will likely end up spending a significant amount of time (perhaps a day, a day and a half) sorting that out when I am sure there are plenty of other issues to be dealt with at the moment.*"

45. He goes on:

> "*As I discussed with Pierre initially, there is a risk that someone could later argue that they weren't afforded* [a] *chance to appoint representatives. However, there does not appear to be any need for consultation regarding changes post transfer and as such, the failure to allow the election of representatives would appear to me to be technical at best.*"

46. It seems then that at this point, following a conversation with Mr Falleth and the provision by Ms Palmer of the detailed regulation 13 letter produced by Wirehouse, the advice from Mr Dannourah was that there was no need for elected representatives in respect of information and only a need for representatives in relation to consultation and given that no measures are envisaged, there was no need for consultation and therefore the failure to "*allow the election of representatives*" is "*technical at best*". At the risk of repetition, this indicates a fundamental misunderstanding of what TUPE requires. First, Mr Dannourah does not seem to have understood that the requirements for elected representatives is for the purpose of both information and consultation. Second, he does not seem to have understood that there is no question of 'allowing' the employees to elect representatives. Regulation 14 requires that the employer makes arrangements for the election of representatives, and it is only if they do that and the employees fail to elect them that dealing directly with employees is an acceptable alternative.

47. Having said that, Mr Dannourah's email does end as follows:

> "*Please do let me know if you would prefer to include an option to elect representatives (if on reflection you don't want to take any sort of risk) and I can insert provisions.*"

48. Even though his advice was incorrect, Mr Dannourah was nevertheless giving the 2nd Respondent the opportunity to take, as he put it, no risk and allow for the election of representatives.

49. A material point is that Mr Dannourah's email of 28 March followed one from Ms Palmer sent at 9:59 in the morning. This is the email in which she sent to Mr Dannourah the Wirehouse draft regulation 13 letter. In this, she says:

> "*Our intention is to inform staff tomorrow. It would be useful to have your input in regards to how we should approach the consultation aspect with them. Ideally we don't want to go down the voting reps etc route (we don't currently have any in place) as we don't have time and this will delay the sale.*"

50. So, even though Mr Dannourah's advice was materially incorrect, it seems to me that in removing the option to elect representatives from the letter provided to him by Ms Palmer, he was acting on the 2nd Respondent's instructions. Ms Palmer is clear in saying "*ideally we don't want to go down the voting reps etc route*". I make no comment on whether Mr Dannourah's advice on that question

should have been rather firmer and more accurate, but it is clear that the 2nd Respondent had a view that it did not want to involve employee representatives. Ms Palmer was also clear that "*we don't have time and this will delay the sale*". Again, that is strong evidence that the sale could have been delayed in order to enable the Respondent's TUPE obligations to be complied with but it was the Respondents' choice not to delay.

51. I turn then to the role of Mr Shafiq. He told me in evidence that this was his first deal and that he was not familiar with TUPE. His evidence was that he did not intend to take, and has not taken, any measures within the meaning of TUPE. He did give to Mr Falleth on 31 March the letter which appears at page 259 of the bundle. This is headed 'Measures letter' and says:

> "*Following a review of the due diligence data received today, we wish to inform you of the measures it is envisaged that Ernehale Lodge Care Home Ltd may take with regards to the employees who will be transferring …*"

52. The letter then refers to the fact that the pay date may be changed and that different shift working may be introduced.

53. Mr Shafiq's evidence was that he had no idea what that letter was about, he was simply given it by his solicitor who told him that he had to give this to the 2nd Respondent and he did that on 31 March. He said that he had not instructed his solicitor to prepare the letter. I did not find Mr Shafiq to be a particularly credible witness. He seemed to understand very little of the questions put to him in crossexamination by Mr Gray, even though those questions were straightforward and uncomplicated. In relation to the evidence that he did not instruct his solicitors to draft the measures letter, I reject that. I can see no good reason why a solicitor would set out two potential measures, at least one of which, if not both, could have a profound impact on employees given that the pay date is a fundamental term of the employment contract, without express instructions so to do and that a solicitor would simply tell their client, in effect instruct their client, to provide the letter as part of this deal. In my judgement, it is quite clear that Mr Shariq was considering making the changes set out in the letter but he has not done so largely because the employees, as I heard from Mr Foster, had raised concerns about what changes might be brought in as a result of the sale of the care home and then of course the litigation commenced. In my judgement, Mr Shafiq did propose to take measures, he simply ignored his obligations to give the information to the 2nd Respondent in good time to enable them to undertake their obligations under TUPE. Of course, even if he had, the 2nd Respondent would still have failed to comply with their obligations in full in any event.

54. I have considered the question of whether the 2nd Respondent had done sufficient to meet the requirements of the Regulations but in my view, and I accept the submission of Mr Gray on this point, the Respondents' TUPE obligations were simply not taken seriously and in particular the 2nd Respondent had no intention of complying with its obligations. As I have quoted above, it is clear from Ms Palmer's email to her solicitor that the 2nd Respondent did not want

to elect representatives because it would delay the sale and that was a commercial decision the 2nd Respondent took. The fact is that there was no meaningful consultation in this case because there was no time to consult. I accept entirely that given that the 2nd Respondent was the transferor and was not itself envisaging taking measures, it had no statutory obligation to consult about measures, but there was no time to allow for meaningful voluntary consultation in this case, no time for the employees to take advice on their rights, no time for them to engage with Mr Shafiq on his proposed measures and what was done was woefully inadequate to protect the rights of employees as envisaged by TUPE.

55. I have also considered whether the 2nd Respondent can escape liability by relying on incorrect legal advice. However, although the solicitor's advice was manifestly wrong and showed a significant misunderstanding of what regulations 13 and 14 require, the advice nevertheless amounted to underplaying the risk. It was the 2nd Respondent's desire not to elect representatives and therefore not to follow TUPE which led to the regulation 13 letter not allowing for the election of employee representatives. That does not of course explain why none of the information in regulation 13(2A) was included, nor why the solicitor's advice was not that the letter had to be sent to employee representatives but could be given to the employees, but that is a matter as between the 2nd Respondent and their solicitors.

56. From my perspective, giving judgment in this case, I have concluded that there was a deliberate act of non-compliance in relation to the election of representatives, there was a deliberate decision to inform all employees directly and thus to not inform employee representatives, the information given was materially deficient and overall there was, by design, no proper information or time for meaningful consultation in this case. There were clear breaches of regulations 13 and 14 as set out above. This was a risk the 2nd Respondent undertook. I also find that the 1st Respondent failed in his duty to give information on his proposed measures in sufficient time to enable the 2nd Respondent to comply with its obligation to inform.

57. In the event therefore, I have decided that there was no reason to reduce the liability and I have awarded each of the Claimants 13 weeks' gross pay.

58. I turn to the question of apportionment as between the 1st and 2nd Respondents. I consider that the principal fault in this case lies with the 2nd Respondent, the transferor. Mr Shafiq did not comply with his obligation under regulation 13 to provide information about his proposed measures in good time but at least he did do so albeit very late in the day. I have therefore decided to apportion the 13 weeks' pay per employee as follows: the transferor, the 2nd Respondent in this case, is liable for 11 weeks' gross pay per employee and the transferee, the 1st Respondent in this case, is liable for 2 weeks' gross pay per employee.

Employment Judge Brewer Date: 26 February 2019
JUDGMENT SENT TO THE PARTIES ON

02 March 2019

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FOR THE TRIBUNAL OFFICE

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Multiple Schedule

Case Number	*Case Name*
2601009/2017	Ms L Bilbie -v- Ernehale Lodge Care Home Limited & Others
2601209/2017	Mr Michael Foster -v- Ernehale Lodge Care Home Limited & Others
2601210/2017	Ms Katrin Kennedy -v- Ernehale Lodge Care Home Limited & Others
2601211/2017	Ms Caroline Kirk -v- Ernehale Lodge Care Home Limited & Others
2601212/2017	Ms Laura Atkinson -v- Ernehale Lodge Care Home Limited & Others
2601213/2017	Ms Shelia Murphy -v- Ernehale Lodge Care Home Limited & Others
2601214/2017	Ms Sasha Kirk -v- Ernehale Lodge Care Home Limited & Others
2601215/2017	Ms Debbie Nightingale -v- Ernehale Lodge Care Home Limited & Others
2601217/2017	Ms Glenice Tomlinson -v- Ernehale Lodge Care Home Limited & Others
2601218/2017	Ms Susan Dixon -v- Ernehale Lodge Care Home Limited & Others
2601219/2017	Mr Thomas Kirk -v- Ernehale Lodge Care Home Limited & Others
2601220/2017	Ms Emma Kirk -v- Ernehale Lodge Care Home Limited & Others
2601221/2017	Ms Sarah Snodin -v- Ernehale Lodge Care Home Limited & Others
2601222/2017	Ms Lisa Whitehead -v- Ernehale Lodge Care Home Limited & Others
2601223/2017	Ms Pamela Rook -v- Ernehale Lodge Care Home Limited & Others
2601224/2017	Ms Simone Scotney -v- Ernehale Lodge Care Home Limited & Others
2601225/2017	Ms Marilou Cedeno -v- Ernehale Lodge Care Home Limited & Others
2601226/2017	Ms Evangeline Celedonio -v- Ernehale Lodge Care Home Limited & Others
2601227/2017	Ms Simone Wilson -v- Ernehale Lodge Care Home Limited & Others
2601228/2017	Ms Michelle Bates -v- Ernehale Lodge Care Home Limited & Others
2601229/2017	Mr Curtis O'Neil -v- Ernehale Lodge Care Home Limited & Others
2601230/2017	Ms Rachel Worrall -v- Ernehale Lodge Care Home Limited & Others

2601231/2017 Ms Julie Jepson -v- Ernehale Lodge Care Home Limited & Others
2601232/2017 Ms Gail Davies -v- Ernehale Lodge Care Home Limited & Others
2601233/2017 Ms Charito Bella -v- Ernehale Lodge Care Home Limited & Others
2601234/2017 Ms Barbara Kirk -v- Ernehale Lodge Care Home Limited & Others
2601235/2017 Ms Elquetha Williams -v- Ernehale Lodge Care Home Limited & Others
2601236/2017 Ms Cherrie Robertson -v- Ernehale Lodge Care Home Limited & Others
2601237/2017 Ms Jean MacPherson -v- Ernehale Lodge Care Home Limited & Others