



EMPLOYMENT TRIBUNALS

Claimant

Cheryl Oludolapo Ogundimu

Respondent

Faucet Inn Limited

AND

HEARD AT: London Central

ON: 20 & 21 July 2017

BEFORE JUDGE: R A Hemmings

MEMBERS: Mrs H Craik
Ms E Champion

Representation

For Claimant: Mr P Burgess (Lay representative-friend)

For Respondent: Mr I Yonge - Solicitor

RESERVED REASONS

1. By a Claim Form presented to the Employment Tribunal on 27 March 2017 by the Claimant Cheryl Oludolapo Ogundimu, following unsuccessful Early Conciliation through ACAS, the Claimant complains that the Respondent Faucet Inn Limited treated her unfavourably because of her pregnancy by dismissing her. The claim relates to the Claimant's employment on a probationary basis as its Training Manager, employment which began on 31 October 2016 and ended on 11 January 2017. The claim is denied by the Respondent in its Response entered on 16 May 2017.
2. The headings to the statements submitted to the Tribunal by the Claimant refer to the Respondent but also to a company associated with the Respondent, KuPP Limited. We record that KuPP Limited is not, and never has been, a party to these proceedings.
3. The Claimant is a litigant in person represented, and commendably well by a personal friend, Mr Burgess. The Respondent, Faucet Inn Limited was represented professionally by its solicitor Mr Yonge. We were grateful for the considerable assistance both representatives gave the Tribunal in this case.
4. We had before us a comprehensive file of documents agreed by both parties which we marked "R1" and to which we have extensively referred. References to page numbers within these Reasons are to the numbered pages in that file unless indicated otherwise. We also had written statements from the witnesses who testified before us, a draft Statement of Issues agreed between the parties, a written Closing Submission on behalf of the Claimant, a Reading List from the Respondent, and a pack of Job Search evidence from the Claimant. We heard evidence from:

- (1) Cheryl Oludolapo Ogundimu, the Claimant
- (2) Preeti Patel, Member of the Respondent's Retail Operation Team
- (3) Richard Archer, Senior Business Consultant
- (4) Steve Cox, Managing Director and Owner
- (5) Carole Daniels, PA to Managing Director
- (6) Lesa Kleidon, Brand Development Manager and Mr Cox's Partner
- (7) Tracy Nevard, Property Consultant
- (8) Ravi Nirmal, General Manager
- (9) Renato Pelizza, General Manager
- (10) Katrina Pereira, Area Coordinator
- (11) Melinda Ver, Recruitment Manager

Preeti Patel and Ravi Nirmal were not present at the Tribunal to testify to their signed statements which were tendered to the Tribunal in writing. The evidence of Preeti Patel was not disputed by the Respondent. The Tribunal gave such weight as it reasonably could to the evidence of Mr Nirmal given that he was not present, did not give evidence under oath, and was not available to have his testimony tested by cross examination and enquiries from the Tribunal.

THE ISSUES

5. The only legal question to be answered by the Tribunal in this case is whether or not the Claimant was dismissed because of her pregnancy.
6. The primary factual question in dispute, and to be answered by the Tribunal, is whether or not Mr Cox, the controlling shareholder in the Respondent and the Officer who took the decision to dismiss the Claimant, knew that the Claimant was pregnant.
7. If the Tribunal decides that Mr Cox knew that the Claimant was pregnant the further questions to be answered by the Tribunal would be whether the Claimant was dismissed only because of her pregnancy or, if there were several reasons for her dismissal, whether nevertheless the Claimant's pregnancy was an effective cause of her dismissal.

THE FACTS

8. As the Tribunal concluded unanimously that Mr Cox did not know of the Claimant's pregnancy prior to his dismissal of her we have confined the record of our reasons primarily to that issue whilst nevertheless setting out comprehensively the context in which the significant events occurred.
9. The Respondent Faucet Inn Limited, operates a portfolio of traditional pubs, modern bars, food and drink venues, and boutique hotels. The controlling shareholder, founder and Managing Director is Mr Steve Cox (Mr Cox) who runs the business on a family basis with his partner, and the mother of their children, Lesa Kleidon Head of Brand Development (Ms Kleidon), working closely also with a personal friend, former associate in the business, and now a freelance consultant to the Respondent, Richard Archer (Mr Archer).
10. The Claimant, Cheryl Oludolapo Ogundimo ("Dolly" as she refers to herself in her statement to the Tribunal and is known to her former colleagues), (Miss Ogundimo) worked in the Events Management and Recruitment sectors after graduating from University and before joining the Respondent at the end of October 2016.

11. During the autumn of 2016, in the course of a business planning session to develop the Respondent's business quantitatively and qualitatively, Mr Archer recommended, and Mr Cox agreed, increasing the Head Office resource by investing in a new Training Manager post within the Operations Team at gross remuneration costs exceeding £40,000.
12. Their candidate-profile for the appointee was someone who was professional, independent, hands-on, gregarious, personable, self-reliant, and equipped to implement training and to support the front-of-house operations from the outset. The characteristics of self-reliance and being personable were key because the appointment was occurring at the busiest time of year with little senior management time available for induction, coaching and close supervision, coupled with the need to move within the business from Head Office to various locations, including Exeter, to learn and understand the business, and to forge successful relationships immediately.
13. On Tuesday 31 October 2016 Miss Ogundimo commenced employment with the Respondent on a six-month probationary period as its Training Manager, the Respondent paying a substantial recruitment agency fee.
14. The employment contract document is at pages 1-14. The provision for the Respondent to terminate the Claimant's employment during the probationary period was to give one week's notice of termination. The Claimant's job description is at pages 14a-14b.
15. Miss Ogundimo's main role within the Operations Team was to devise and implement the training strategy, to identify training and developmental needs, and to design, drive and also deliver training for all site based employees.
16. The employment relationship started well with the Claimant demonstrating certain strengths identified during the recruitment process. She was systematic and organised, arranged training across the business, assembled training documents well, produced professional reports, was computer-literate, established sound early contacts with third party suppliers, and forged solid personal relationships with certain colleagues at Head Office, particularly Melinda Ver the Recruitment Manager who was also a new starter and Katrina Pereira the Area Coordinator.
17. However, during the Claimant's second week of employment, on 9 November 2016. Tracy Nevard, the Respondent's Property Consultant and a long serving and trusted member of staff reported to Mr Cox that she found the Claimant argumentative and unwilling to listen to her.
18. At approximately the same time Ms Kleidon told Mr Cox that she had been at the Respondent's Grasshopper Inn and witnessed its Events Manager leave the office in protest at the disrespectful way in which the Claimant had spoken to her.
19. Towards the end of November 2016, Mr Cox became concerned that Joe Simpkins, the new General Manager at The Grasshopper, (Mr Simpkins) was not following the weekly reporting procedure in spite of the Claimant having trained him. Mr Simpkins told Mr Cox that his training had been unhelpful because the Claimant had "*talked at him*," rather than trained him.
20. In mid-November 2016 the Claimant confirmed by email that she could conduct training on the Respondent's Polaris system. That email is at page 72. In early December, Renato Pelizza, the General Manager of the Respondent's Union Bar, (Mr Pelizza) approached Ms Pereira about putting new starters onto the Polaris system, telling Mr Cox that the training he had received in that respect from the Claimant was unsuitable.

21. On 29 November 2016 a difficult meeting took place with the staff of the Respondent's KuPP venue in Paddington, the staff being unhappy with changes introduced. The objective was to reconcile the differences and restore harmonious working relationships. Present from Head Office were Ms Ver, Miss Ogundimo, Carole Daniels, Mr Cox's PA (Ms Daniels) and Mr Cox. Mr Cox arrived late and encountered an unexpectedly hostile atmosphere. He was subsequently informed by his PA that the atmosphere had been caused by the Claimant being rude to the KuPP staff, reacting badly to comments from the KuPP team, speaking over them, asking them to "*shut up*", and pointing her fingers at individuals.
22. The Respondent's Christmas party took place on 29 November 2016, in advance of the Respondent's busiest trading period of the year. During the course of the evening Mr Cox observed that Ravi Nirmal, then the General Manager of The Catcher in the Rye (Mr Nirmal), appeared so angry about the Claimant that he could not speak properly, complained about the Claimant stating that he had "*never been spoken to like that before*" and then left the Christmas party early.
23. Mr Nirmal complained against the Claimant by email the following day, at page 96, asserting that he had been upset by the Claimant's behaviour towards him at the party and alleging that the Claimant was "*out of order with a distinct lack of people skills*"
24. Mr Cox referred the complaint, at pages 97-98, to Ms Nevard and to James Tallon, Business Development Manager. The complaint was discussed by Mr Tallon with the Claimant who gave a highly critical account of Mr Nirmal's behaviour towards her at the Christmas party, resulting in her being referred by Mr Tallon to the Respondent's formal policies should she wish to formalise a grievance against him.
25. Mr Tallon's was complimentary to Mr Cox about the quality of the training documentation being produced by Miss Ogundimo, but described her as "*hot-headed*".
26. Mr Cox had increasing concerns about the negative reports he was receiving about the Claimant but lacked the management time to intervene, coach and guide the Claimant.
27. Accordingly, in early December he asked Ms Ver, who had a good personal relationship with the Claimant, if she would become Miss Ogundimo's line manager. Ms Ver said she needed time to consider the proposal as she had never line-managed before. As it transpired Ms Ver did not take on that role.
28. Mr Cox's mounting concerns about Miss Ogundimo's ability to be effective in all aspects of her role was wider than the apparent friction in relationships. The Claimant's approach to documentation was sound, as was her updating of the Respondent's policies. However, Mr Cox was concerned the Claimant not prioritising her attention to where the need was greatest. She produced high quality diagnostic reports on shortcomings at particular sites but redressing their shortcomings through training was the priority. Symptomatically, the Claimant was spending too much time at Head Office completing paperwork when the business need was to be out on site executing training.
29. These concerns were discussed between Mr Cox and Mr Archer at a periodic review meeting on 12 December. There appeared to be a reluctance to accept that the expensive investment in a new post might fail and, in any event, the Claimant only having been with the Respondent for six weeks, it was considered premature to reach any final adverse conclusion regarding her continued employment.

30. The Tribunal is satisfied that the intensive pressures of this trading period also militated against the active intervention, evidently needed, at that time.
31. In mid-December 2016 the Claimant established that she was pregnant.
32. At the beginning of January Mr Cox' PA, Ms Daniels informed him that she had received what she considered to be a particularly rude email from the Claimant on 30 December 2016 in which the Claimant instructed Ms Daniels to call the Claimant in future before sending her emails. That email is at page 126.
33. On Thursday 5 January 2017 Mr Cox and Mr Archer conducted a periodic review together, which included an assessment of the Claimant. Additional to the matters set out above Mr Cox referred to several complaints he had received from the General Manager of KuPP in Exeter about unsatisfactory training and the "*condescending manner*" of the Claimant towards that Manager.
34. Again, Mr Cox's work commitments were intense. He had just returned from holiday, was scheduled to catch up with other senior members of the management team, and was engaged in negotiations to sell a number of sites, a time intensive and demanding project.
35. On Monday 9 January 2017 the Claimant emailed Katrina Pereira asking to meet privately. They met at a café in the EAT chain nearby. The Claimant told Ms Pereira that she was pregnant, Ms Pereira congratulated her and said how exciting it was. The Claimant said that she was worried about telling Mr Cox but Ms Pereira reassured her that he would be fine about it and that there were plenty of people who had pregnancies at work and returned to work afterwards. The Claimant asked Ms Pereira when she thought would be the right time to tell Mr Cox. Ms Pereira responded that people usually wait until they are in the "safe zone" of 13 weeks in case anything happens, but that it was up to the Claimant to decide when she wanted to let Mr Cox know. The Claimant asked Ms Pereira to keep the information confidential. Ms Pereira said it was the Claimant's news to share with others and it was fine by her that the Claimant would decide when to make it public. The Claimant said that she would tell Melinda Ver the following day on Ms Ver's return from holiday. It is undisputed that there were no visible indications of her pregnancy.
36. After this lunch together the Claimant sent Ms Pereira an email asking for her advice, at page 145, Ms Pereira again told the Claimant that it was for her to decide when to tell Mr Cox and that she was free to hold back the information for the time being. The Claimant brought a photo of her scan, having been to hospital the preceding Friday, to show Ms Pereira concealed in her notebook. The Claimant said she was eight weeks pregnant.
37. Later in the afternoon the Claimant told Ms Pereira that she would probably tell Mr Cox the following week when she had a chance to have a one-to-one meeting with him – page 144.
38. The following day, Tuesday 10 January, Mr Cox was at a meeting at The Grasshopper with his PA Ms Daniels. Their attention was drawn to a nearby telephone conversation Ms Kleidon was engaged in. They heard shouting from the speaker on the phone and heard Ms Kleidon say "*Dolly, please just calm down*". At the end of the call Ms Kleidon was visibly shaken, stated that she had been discussing missing food specification documents at KuPP Paddington and that the Claimant had become aggressive. There was an expectation that the Claimant would calm down and apologise to Ms Kleidon.

39. The Claimant called Ms Pereira from KuPP Paddington to say that she just had a call with Lesa Kleidon and was going to raise a grievance about how she had been spoken to. She asked how she should go about pursuing a grievance. Ms Pereira asked her to email her grievance to her and she would forward it to Mr Cox.
40. The Claimant then came into the office and spent about two hours writing a grievance by email which is at pages 152 to 154. Ms Pereira emailed it to Mr Cox the following day as she was occupied on other matters for the rest of Tuesday. Ms Pereira telephoned Mr Cox to let him know that the Claimant's grievance was being prepared. Mr Cox told Ms Pereira that he had overheard the conversation between Ms Kleidon and the Claimant.
41. Also on Tuesday 10 January 2017 Ms Ver return from holiday and the Claimant shared her news with her when they were together at the Respondent premises at KuPP Paddington. Again the Claimant requested blanket confidentiality to which Ms Ver committed herself. They hugged in celebration of the Claimant's good news. The Claimant told Ms Ver that she was worried about upsetting Mr Cox and letting the team down. Ms Ver reassured her in this respect.
42. Mr Cox described this turn of events, the Claimant's treatment of Ms Kleidon escalating into a grievance, as "*the final straw*" resulting in a decision taken by him at that point that the Claimant's appointment had been a failure, that the Claimant was not fit for purpose in terms of her problems with establishing cordial and effective relationships, and her inability to place her time and attention where it was needed, namely at the Respondent's various sites delivering worthwhile and successful training to improve team performances across the Respondent's business operations.
43. The following day, Wednesday 11 January, Mr Cox had another heavy schedule. He spoke with Mr Archer during the course of the morning, reported the events of the day before, advised Mr Archer of his decision to release the Claimant from the Respondent's employment with immediate effect, and asked him to conduct the termination interview with Miss Ogundimo that day. Although the Claimant was entitled to only one week's notice because she was still in the probationary period, it was agreed to pay her 2½ weeks' pay in lieu of the period up to 31 January 2017.
44. That morning Ms Pereira received an email from the Claimant entitled "Notification of Pregnancy" at page 149. The email gave formal notification with a due date of 4 August. The Claimant informed Ms Pereira that she planned to tell Mr Cox of her pregnancy that day and said she would appreciate Ms Pereira continuing to treat her pregnancy as confidential.
45. Ms Pereira responded by email almost immediately, at page 150, and the Claimant replied saying that she would update Ms Pereira when she had spoken to Mr Cox.
46. Mr Archer carried out Mr Cox's request, seeing the Claimant at KuPP Paddington where she was working. The premises were largely empty of customers. The Claimant's immediate response was that she was being dismissed because she was making a complaint against Mr Cox's partner Lesa Kleidon and because she was pregnant. Mr Archer told her that he was not aware of her pregnancy.
47. Mr Archer reported on the exit interview to Mr Cox, who confirmed to Mr Archer that he had no knowledge of the Claimant being pregnant.

48. Miss Ogundimo lodged an appeal against her dismissal. The appeal was chaired by Tracy Nevard. The appeal was dismissed.
49. Early Conciliation through ACAS failed to resolve the issues between the parties and the Claimant presented her Claim Form to the Employment tribunal on 27 March 2017.

50. SUBMISSIONS

On behalf of the Claimant

Mr Burgess had helpfully prepared a Submission in writing which he read to the Tribunal and handed-in. He reinforced additionally those points which he considered established that Mr Cox knew of the Claimant's pregnancy and that the pregnancy had a material influence on Mr Cox's decision to dismiss the Claimant.

On behalf of the Respondent

Mr Yonge reviewed the evidence regarding the credibility of the Respondent's case that Mr Cox had no knowledge of the Claimant's pregnancy at the time of his decision to dismiss the Claimant whilst acknowledging the striking coincidence of the timings. He invited the Tribunal to acknowledge the total consistency across the testimony of all the witnesses for the Respondent and in particular the credibility of the only two witnesses who knew of the Claimant's pregnancy, one of whom the Claimant herself did not believe had told Mr Cox of her pregnancy. Both witnesses considered themselves to be personal friends of the Claimant, and were shocked by her dismissal. Mr Yonge invited the Tribunal to attach significant weight to the demeanours of those witnesses in the witness box under probing cross examination from Mr Burgess and in responding to enquiries from the Tribunal which Mr Yonge submitted was compellingly credible and reinforced them as truthful witnesses. The Tribunal should therefore find that Mr Cox did not know of the Claimant's pregnancy and dismiss her claim on that basis.

51. LAW

The Employment Tribunal's function is to procure and conduct fair hearings resulting in just outcomes by applying the relevant principles of employment law to its findings of fact in respect of work-place related claims within its jurisdiction.

The law applied in the Employment Tribunal is to be found primarily in Acts of Parliament and Regulations made under the authority of Parliament, and found within authoritative Appeal Court Decisions explaining the operation and effect of those Parliamentary sources of law and reported in various hard-copy and on-line libraries of Law Reports and, finally, found within the body of recorded case-law constituting the Common Law of the land.

The legal rules relevant to Miss Ogundimu's claim against Faucet Inn Limited, put concisely as required by Rule 62 (5) of the Employment Tribunal procedure rules, are as follows:

The Equality Act 2010 ("the Act") makes it unlawful for an employer to discriminate because of certain protected characteristics.

Pregnancy is one of those protected characteristics.

Specifically, Section 18(2) of the Equality Act provides that an employer discriminates unlawfully against a woman if the employer treats her unfavourably because of her pregnancy.

The twofold focus of Section 18(2) is therefore, firstly, whether or not there was *unfavourable treatment*, and if so secondly, what caused that unfavourable treatment - was it *because of* the pregnancy.

To constitute unlawful discrimination the pregnancy does not have to be the only cause, nor even the main cause, of the unfavourable treatment.

Where the Tribunal finds that there was more than one cause for the unfavourable treatment, the treatment will amount to unlawful pregnancy discrimination if the pregnancy was *an effective cause* of that treatment. The reported case of *O'Neill v Governors of St Thomas More RCVA Upper School* illustrates that principle. That case was an appeal Judgment of the Employment Appeal Tribunal reported in the 1996 volume of the Industrial Relations Law Reports at page 372.

Put another way, where there is more than one cause for the unfavourable treatment, that treatment will constitute unlawful pregnancy discrimination if the pregnancy was a contributing cause in the sense of being a significant influence on the woman's treatment by her employer. The reported case of *Interserve FM Ltd v Tuleikyte* is illustrative of that principle. That case was an appeal Judgment of the Employment Appeal Tribunal reported in the 2017 volume of the Industrial Relations Law Reports at page 615.

An employer cannot discriminate unlawfully against a woman *because of* her pregnancy if the employer is unaware of the pregnancy. The reported case of *Hair Division Limited v Macmillan* illustrates that principle. That case was an Appeal Judgment of the Employment Appeal Tribunal reported in the 2013 volume of the Equality Law Reports at page 18.

Section 136 of the Act deals with the burden of proof. It provides that if there are facts from which the Tribunal could decide, in the absence of any other explanation, that a person has contravened a provision of the Act the Tribunal **must** (*our emphasis*) rule that the contravention occurred unless the other party shows that they did not contravene the provision.

52. CONCLUSIONS

- (1) Miss Ogundimu's pregnancy dismissal discrimination claim falls comfortably within the "striking coincidence" category covering situations where disclosure of a Claimant's pregnancy is followed almost immediately by dismissal, so striking that the burden of proof provision in s.136 is engaged requiring the Respondent to show that it did not contravene s.18(2) of the Act. The Claimant was dismissed within 48 hours of first informing a colleague of her pregnancy and within a matter of hours of logging with the Respondent her formal notification of pregnancy.
- (2) Accordingly, the Tribunal's acute attention has been engaged to interrogate vigilantly the Respondent's explanation and evidence.
- (3) Miss Ogundimu's representative, Mr Burgess, advanced seven hypotheses to explain how Mr Cox learnt of Miss Ogundimu's pregnancy. The Tribunal has given all these possible explanations careful consideration.
- (4) Firstly, that Melinda Ver told him or, secondly and alternatively that she told somebody else indiscreetly who told Mr Cox. However, with creditable candour, Miss Ogundimu told the Tribunal that she did not believe that Melinda Ver told Mr Cox or anyone else about her pregnancy.

- (5) Thirdly, that Katrina Pereira told Mr Cox or, fourthly and alternatively that she told somebody else indiscreetly who told Mr Cox. We will return to that question shortly.
- (6) Fifthly, that the “Notification of Pregnancy” email from Miss Ogundimu to Katrina Pereira was seen by a third party on Miss Pereira’s PC screen and communicated it to Mr Cox. The Tribunal is satisfied on the basis of the evidence that the scope for any third party to have seen the email on Ms Pereira’s PC screen was minimal.
- (7) The sixth proposition was that the hug between Miss Ogundimu and Melinda Ver in the bar area was observed by work colleagues, interpreted as a celebration of a pregnancy, then assumed it to be Miss Ogundimu’s pregnancy, and then reported to Mr Cox in those terms.
- (8) We consider it to be highly improbable that the hug, even if observed and noted by a colleague, would have been construed as related to a pregnancy, let alone which of the two people hugging each other was the pregnant one.
- (9) The seventh and final proposition the Tribunal is invited by Mr Burgess to consider was that the Respondent’s email traffic was being monitored internally and that the “Notification of Pregnancy” email from Miss Ogundimu to Katrina Pereira was seen and reported to Mr Cox.
- (10) There is no evidence whatsoever placed before the Tribunal that the Respondent’s email traffic is monitored, the Respondent’s IT operations being, in any event, outsourced to a third party provider.
- (11) So, we return to the question of whether the Tribunal should be satisfied, on the evidence, that Katrina Pereira, the only colleague other than Ms Ver who knew of the pregnancy, told Mr Cox.
- (12) We are left with the question of whether or not Katrina Pereira broke a promise and told Mr Cox about the Claimant’s pregnancy. We paid particular attention to the changed circumstances arising from the grievance lodged by the Claimant and communicated to Mr Cox in the context of a potential conflict of loyalties for Ms Pereira as a loyal member of Mr Cox’s team and the Claimant having filed formal notice of her pregnancy. There were two telephone calls from Ms Pereira to Mr Cox about the grievance which would have provided an opportunity, had Ms Pereira chosen to, to divulge to Mr Cox her knowledge of the Claimant’s pregnancy.
- (13) Nevertheless, the Tribunal is satisfied that Miss Pereira, who like Ms Ver, considered herself and the Claimant to be personal friends as well as workplace colleagues, as well as having no inkling or expectation whatsoever that the Claimant was at risk of dismissal, honoured the promise she made to the Claimant that she would tell nobody and allow the Claimant to tell Mr Cox herself in her own time. We found Ms Pereira, as indeed we found all the witnesses in this case, to be honest, truthful and credible witnesses through the internal and external consistency of their evidence, their demeanour in the witness box and their responses to well targeted cross examination by Mr Burgess on behalf of the Claimant.
- (13) On that basis the Respondent has satisfied us that Mr Cox was unaware of the Claimant’s pregnancy both when he decided to dismiss the Claimant and later when that decision was carried out under Mr Cox’s instructions by Mr Archer.
- (14) Applying that finding of fact to the relevant legal principles, the Respondent did not treat the Claimant unfavourably, i.e by dismissing her, because of her pregnancy, having no knowledge of the pregnancy at the time of dismissal.

- (15) Accordingly, the unanimous Judgment of the Tribunal is that the Claim fails and is dismissed.

Postscript

We record that the Respondent acknowledged to the Claimant and to the Tribunal that her dismissal would have constituted an unfair dismissal had the Claimant been eligible for protection under the law protecting employees against unfair dismissals, a protection which the Claimant did not have, having been employed on a probationary basis for just over 10 weeks. Further, the focus of this hearing has been on the employer's actions and the reason for those actions. Nothing in our Judgment and Reasons constitutes a finding of fact regarding the Claimant's performance standards and her inter-personal skills. Finally, the Tribunal records that it is always appreciative of lay representatives who support litigants in Person pro-bono to present their cases, especially when that support has included meticulous preparation and presented at a high standard as it was in this case.

**Employment Judge Hemmings
10 August 2017**