



# THE EMPLOYMENT TRIBUNALS

**Claimant:** Miss K Sobisz

**Respondent:** Hadrian Green Limited (T/A City Laundry) First Respondent  
Mr Atif Malik Second Respondent

**Heard at:** Manorview Hearing Centre **On:** Thursday 4<sup>th</sup> April 2019

**Before:** Employment Judge Johnson sitting alone

**Members:**

***Representation:***

**Claimant:** Mr F Ferguson (Sunderland Welfare Rights)

**Respondent:** First Respondent No Attendance No Appearance  
Second Respondent No Attendance No appearance

## JUDGMENT ON REMEDY

1. The second respondent is ordered to pay to the claimant compensation for breach of contract (failure to pay notice pay) in the sum of one week's wages amounting to £250.00.
2. The second respondent is ordered to pay to the claimant the sum of £800.00 in respect of wages unlawfully deducted. This is a net amount and the second respondent shall be responsible for the payment of any income tax and national insurance contributions thereon.
3. The Tribunal being satisfied that the second respondent failed to provide the claimant with a written statement of her terms and conditions of employment, pursuant to Section 38 of the Employment Act 2002, the second respondent is ordered to pay compensation to the claimant at the rate of four weeks' pay in the sum of £1,000.00.

4. Pursuant to section 207A(2) of the Trade Union and Labour Relations (Consolidation) Act 1992, the Tribunal being satisfied that the second respondent failed to follow the ACAS code of practice before dismissing the claimant, the second respondent is ordered to pay compensation to the claimant at the rate of 25% of the total compensation ordered above (£2,050.00) in the sum of £512.50.
5. The first and second respondent are jointly and separately ordered to pay compensation to the claimant for unlawful sex discrimination and/or pregnancy/maternity discrimination in the total sum of £11,981.00.

## REASONS

6. This matter came before me this morning for consideration of the claimant's application for a remedy pursuant to the default judgment on liability promulgated by Employment Judge Garnon on 1<sup>st</sup> March 2019. In that judgment, it recites that the claimant's claims for unfair dismissal, wrongful dismissal (breach of contract), unlawful deduction from wages, failure to pay accrued holiday pay, and direct sex/pregnancy/maternity discrimination were well-founded. Judge Garnon found that an increase in the award under Section 38 of the Employment Act 2002 should be applied at the rate of four weeks' pay. Employment Judge Garnon recited that he did not then have sufficient information to enable him to properly calculate any sums due to the claimant by way of compensation.
7. The claimant today attended in person and gave evidence under oath. She was represented by Mr Ferguson of the Sunderland Welfare Rights Organisation. No-one attended on behalf of the first respondent or the second respondent.
8. I am satisfied from the claimant's evidence that she had been employed by the first respondent but that it is more likely than not that her employment transferred to the second respondent under the provisions of the Transfer of Undertaking Protection Employment Regulations 1996 when the business moved from Sunderland to Washington. I am satisfied from the evidence before me that the business is now being run by the second respondent personally and that he therefore is liable for any sums due to the claimant. The claimant confirmed that she had unpaid wages on the date of her dismissal totalling £800.00. She was also entitled to one week's notice in the sum of £250.00. The claimant was unable to show that she had accrued any unpaid holiday pay. The total sum therefore owed to the claimant is £1,050.00. Because the respondent failed to provide the claimant with a written statement of her terms and conditions of employment, Judge Garnon ordered that compensation should be calculated at the rate of four weeks' pay. That amounts to £1,000.00.
9. The total compensation ordered to be paid to the claimant by the second respondent in respect of monies owed to her is therefore £2,050.00. I apply an uplift of 25% to that figure due to the second respondent's failure to follow the ACAS code of practice. The uplift is £512.50.
10. Total compensation ordered to be paid to the claimant in respect of monies owed to her by the second respondent is £2,562.50.

11. The claimant claims loss of earnings and compensation for injury to feelings due to the second respondent's acts of sex discrimination and pregnancy/maternity discrimination. The second respondent is ordered to pay to the claimant compensation for loss of earnings in the sum of £1,981.00 reflecting the claimant's loss of earnings and loss of maternity pay.
12. The second respondent's treatment of the claimant was particularly unpleasant. Having informed the claimant that she would be transferring to the Washington premises, the second respondent then simply dismissed the claimant upon learning that she was pregnant. The claimant had purchased a motor vehicle to enable her to travel to the new premises and was then left without any capital or income, knowing that her baby was due in February 2019. I accepted the claimant's evidence as to the impact upon her of the second respondent's acts of discrimination. The second respondent's treatment of the claimant was sufficient to take her case out of the lower band of the Vento guidelines and into the lower part of the middle band. I am satisfied that it is just and equitable in this case to award compensation for injury to feelings in the sum of £10,000.00.
13. The first and second respondents are jointly and severally ordered to pay compensation to the claimant for unlawful sex discrimination and pregnancy/maternity discrimination in the sum of £11,981.00.

**EMPLOYMENT JUDGE JOHNSON**

**JUDGMENT SIGNED BY EMPLOYMENT  
JUDGE ON 11 April 2019**

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Judgments and reasons for the judgments are published, in full, online at [www.gov.uk/employment-tribunal-decisions](http://www.gov.uk/employment-tribunal-decisions) shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.



## NOTICE

### THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990

Tribunal case number(s): **2503408/2018**

Name of case(s): **Miss K Sobisz** v **Hadrian Green Ltd trading as City Laundry & Others**

The Employment Tribunals (Interest) Order 1990 provides that sums of money payable as a result of a judgment of an Employment Tribunal (excluding sums representing costs or expenses), shall carry interest where the full amount is not paid within 14 days after the day that the document containing the tribunal's written judgment is recorded as having been sent to parties. That day is known as "*the relevant decision day*". The date from which interest starts to accrue is called "*the calculation day*" and is the day immediately following the relevant decision day.

The rate of interest payable is that specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as "the stipulated rate of interest" and the rate applicable in your case is set out below.

The following information in respect of this case is provided by the Secretary of the Tribunals in accordance with the requirements of Article 12 of the Order:-

"the relevant decision day" is: **11 April 2019**

"the calculation day" is: **12 April 2019**

"the stipulated rate of interest" is: **8%**

MISS K FEATHERSTONE  
For the Employment Tribunal Office

## INTEREST ON TRIBUNAL AWARDS

### GUIDANCE NOTE

1. This guidance note should be read in conjunction with the booklet, 'The Judgment' which can be found on our website at [www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426](http://www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426)

If you do not have access to the internet, paper copies can be obtained by telephoning the tribunal office dealing with the claim.

2. The Employment Tribunals (Interest) Order 1990 provides for interest to be paid on employment tribunal awards (excluding sums representing costs or expenses) if they remain wholly or partly unpaid more than 14 days after the date on which the Tribunal's judgment is recorded as having been sent to the parties, which is known as "the relevant decision day".

3. The date from which interest starts to accrue is the day immediately following the relevant decision day and is called "the calculation day". The dates of both the relevant decision day and the calculation day that apply in your case are recorded on the Notice attached to the judgment. If you have received a judgment and subsequently request reasons (see 'The Judgment' booklet) the date of the relevant judgment day will remain unchanged.

4. "Interest" means simple interest accruing from day to day on such part of the sum of money awarded by the tribunal for the time being remaining unpaid. Interest does not accrue on deductions such as Tax and/or National Insurance Contributions that are to be paid to the appropriate authorities. Neither does interest accrue on any sums which the Secretary of State has claimed in a recoupment notice (see 'The Judgment' booklet).

5. Where the sum awarded is varied upon a review of the judgment by the Employment Tribunal or upon appeal to the Employment Appeal Tribunal or a higher appellate court, then interest will accrue in the same way (from "the calculation day"), but on the award as varied by the higher court and not on the sum originally awarded by the Tribunal.

6. 'The Judgment' booklet explains how employment tribunal awards are enforced. The interest element of an award is enforced in the same way.