



EMPLOYMENT TRIBUNALS

Claimant v Respondent
Mr M-H Amirhosseini (1) Mr A Ruber
(2) Aquarium Management Limited

Heard at: Central London Employment Tribunal On: 19 October 2020

Before: Employment Judge Norris, sitting alone (via CVP)

Representation:

Claimant – in person

Respondents – did not appear and were not represented (no ET3 submitted)

JUDGMENT

- (1) The Claimant's claim is well-founded and succeeds.
- (2) The Respondents are ordered to pay the Claimant the total sum of £12,006 without deduction.

REASONS

1. The Claimant submitted a claimed form on 26 March 2020, claiming his statutory redundancy and statutory notice pay following his dismissal. He was not paid after 22 January 2020 and takes that as his final date of employment.
2. No ET3 was submitted. The First Respondent subsequently emailed the Tribunal contending that the Second Respondent was the Claimant's correct employer. He was advised of the details of the Hearing and it was explained that if he attended he would be able to participate to the extent permitted by the Employment Judge. He did not, however, attend. He did not make contact with the Tribunal or the Claimant to explain his non-attendance. I considered it to be in the interests of justice to proceed in his absence.
3. I had to determine the correct Respondent. The Claimant started working with the First Respondent on 15 April 1996. The Second Respondent was not incorporated until 6 April 2000. On 12 February 2020, the First Respondent signed a letter to say that the Claimant had been employed by the Second Respondent continuously for 24 years. Clearly that must be an error, since the Second Respondent did not come into being until the Claimant had been working for the First Respondent for four years. However, his wages were paid by the Second Respondent. In the absence of any explanation from either Mr Ruber in person or anyone on his behalf, I have added the Second Respondent as a party to the proceedings, and the Respondents are jointly and severally liable for any remedy found.
4. I explained to the Claimant that I did not have jurisdiction to decide on any promises that the First Respondent may have made about giving the Claimant shares in the

Second Respondent. However, I heard evidence on oath from the Claimant about his employment and its termination and determine as follows:

- a. The Claimant's employment was formally terminated on purported grounds of redundancy at a meeting on 12 February 2020. Even if I take the earlier date relied on by the Claimant of 22 January 2020 as the effective date of termination (EDT), since the Claimant was not given notice, by virtue of the operation of section 97 Employment Rights Act 1996 (ERA), the Claimant's statutory notice entitlement must be added to the termination date for the purposes of sections 108(1), 119(1) and 227(3) ERA. Accordingly, since the Claimant (with 23 years' complete service by that point) had the right to twelve weeks' statutory notice, his deemed EDT is extended to 15 April 2020, which gives him then precisely 24 years' service.
- b. There was no suggestion from the Respondents or either of them that the Claimant was dismissed for any fundamental breach of contract. No process was followed by the Respondents in dismissing the Claimant. I accept the Claimant's unchallenged evidence that the Claimant and the accountant for the Second Respondent had a meeting with the First Respondent on 12 February 2020 at which the Claimant was told he was being made redundant.
- c. The Claimant was entitled to be given 12 weeks' notice or to be paid in lieu thereof. His notice would be paid net of tax. Since his weekly pay was £300 gross and his net weekly pay £263, his statutory notice entitlement is £3,156 net (3,600 gross).
- d. The Claimant was also entitled to redundancy pay in the amount of 29 weeks' pay. This is based on his length of service (a week for each complete year of service up to a maximum of 20 weeks) at his gross weekly pay of £300 (using the multiplier of 1.5 for the weeks when he was aged at least 41). This amounts to £8,850 which is to be paid without deduction.
- e. Accordingly, the total to be paid to the Claimant is £12,006.

Employment Judge Norris
Date: 19 October 2020

JUDGMENT SENT TO THE PARTIES ON

.21/10/2020.

FOR THE TRIBUNAL OFFICE