Case Number: 2202688/2020 **(V)**

EMPLOYMENT TRIBUNALS

Claimant		**Respondents**
Mrs HARMONY HAMBLY-SMITH	**v**	**(1) Mr SIMON DE PURY**
		(2) Dr MICHAELA DE PURY

Heard at: London Central (by video) **On**: 30 April 2021

Before: Employment Judge P Klimov, sitting alone

Representation

For the Claimant: Mr S.A. Brochwicz-Lewinski (of Counsel)

For the First Respondent: Mr J. Algazy QC (of Counsel)

For the Second Respondent: Mr J. Cohen QC (of Counsel)

This has been a remote hearing which was not objected to by the parties. The form of remote hearing was by Cloud Video Platform (CVP). A face to face hearing was not held because it was not practicable due to the Coronavirus pandemic restrictions and all issues could be determined in a remote hearing.

JUDGMENT having been sent to the parties on 4 May 2021 and written reasons having been requested by the First Respondent on 5 May 2021, in accordance with Rule 62(3) of the Rules of Procedure 2013, the following reasons are provided:

REASONS

Background and Issues

1. By a claim form presented on 07 May 2020 the Claimant brought complaints against the First Respondent of unfair dismissal, wrongful dismissal, and unlawful deduction from wages in respect of unpaid salary from 1 November 2019 to 13 January 2020 and unpaid commission from 1 February 2013. In

these proceedings the Claimant makes no claims against the Second Respondent. The First Respondent presented a response resisting all claims.

2. On 7 August 2020, the First Respondent made an application to the tribunal to add the Second Respondent as a second respondent to the proceedings on the grounds that she was the Claimant's joint personal employer under the terms of the Claimant's employment contract of 17 January 2013.
3. On 11 August 2020, the Second Respondent's solicitors wrote to the tribunal objecting to the First Respondent's application on the grounds that at the relevant time for all the Claimant's claims, namely from November 2019 to January 2020, the Second Respondent was not the Claimant's employer, having ceased to be her employer from 1 March 2019, at the latest, and that the Claimant's dismissal by the First Respondent had been carried out without the Second Respondent involvement.
4. On 16 August 2020, the Claimant's solicitors wrote to the tribunal objecting to the First Respondent's application essentially on the same grounds as the Second Respondent and confirming that the Claimant had not brought any claims against the Second Respondent "*precisely because [the Second Respondent] ceased to be [the Claimant's] employer in around March 2019*". They also confirmed that the Claimant was not advancing any claims against the Second Respondent or sought any remedy from her.
5. On 15 September 2020, there was a telephone case management preliminary hearing before Employment Judge Wisby. At the hearing, the First Respondent's application to add the Second Respondent to the proceedings was considered. The First Respondent and the Claimant were represented by counsels. The Second Respondent was not present. However, the Second Respondent's solicitors' letter of 11 August 2020 was considered by the judge.
6. EJ Wisby granted the First Respondent's application (the "EJ Wisby order"). She gave the following reasons:

   "*The respondent's representative submitted at the hearing that the respondent's primary case is that at the time of the claimant's dismissal the respondent and Michaela de Pury were joint employers and that the respondent was not the claimant's sole employer. This is disputed by Michaela de Pury. This gives rise to a factual dispute in respect of when and if Michaela de Pury ceased to be the claimant's joint employer that it is not possible nor appropriate to make findings on today.*

   ……..

   It is the Tribunal's view that it is in the interests of justice that the issue of who the claimant's employer was is established. Adding Michaela de Pury as a

second respondent will not delay the final hearing nor increase cost in a way that is disproportionate to the issues".

7. On 29 September 2020, the Second Respondent made an application to the tribunal: (i) to reconsider the EJ Wisby order to add the Second Respondent as a second respondent under Rule 70 of the Employment Tribunals Rules of Procedure 2013 ("ET Rules"), or (ii) to remove the Second Respondent as a respondent under Rule 34 of the ET Rules, and/or (iii) to hold a preliminary hearing to determine the issue who the Claimant's employer was at the time of her dismissal. The Second Respondent contended that the First Respondent had misled the tribunal at the preliminary hearing by claiming that the Second Respondent had been a joint employer of the Claimant because that was contrary to the First Respondent's position in separate matrimonial proceedings between them, and by failing to disclose to the tribunal relevant documents showing that the Claimant had resigned from the Second Respondent's employment in March 2019. The First Respondent objected to the Second Respondent's applications. The parties sent further correspondence to the tribunal in relation to the Second Respondent's applications.
8. On 11 November 2020, having considered the parties correspondence, Employment Judge Stout made the following orders:

> *1. There is no basis for reviewing the Case Management Order of EJ Wisby with regard to the addition of the Second Respondent as even in the light of the information now provided by the Second Respondent it is apparent that, to use the terms of Rule 32, "there are issues between [the Second Respondent] and … the existing parties falling within the jurisdiction of the Tribunal which it is in the interests of justice have determined in the proceedings". For the avoidance of doubt, this was a case management order, not a judgment, and so cannot be the subject of an application for reconsideration under Rule 70.*
>
> *2. However, it would be appropriate in the circumstances to list an Open Preliminary Hearing to determine the question of whether the Second Respondent was the Claimant's employer at any relevant time and, in particular, whether she is or may be liable for any remedy claimed by the Claimant in these proceedings, whether under the claims for wrongful or unfair dismissal or unlawful deduction from wages.*

9. At the open preliminary hearing Mr Brochwicz-Lewinski appeared from the Claimant, Mr Algazy QC for the First Respondent, and Mr Cohen QC for the Second Respondent. I am grateful to them all for their cogent submissions and assistance to the tribunal.

10. The Claimant, the First Respondent and the Second Respondent gave oral evidence and were cross-examined. I was referred to a bundle of documents of 361 pages the parties introduced in evidence. In advance of the hearing, I was sent counsels' skeleton arguments and relevant authorities.
11. At the start of the hearing Mr Cohen applied to set aside EJ Wisby order on the ground that the Second Respondent was not liable to any remedy claimed by the Claimant and therefore it was irrelevant to consider whether she was the Claimant's employer.
12. He submitted that the Claimant's ET1 contained no claims against the Second Respondent and the tribunal had no jurisdiction to offer contribution remedies at the suit of one respondent against another.
13. In support of his arguments that it was an error of law by EJ Wisby to make an order to add the Second Respondent to these proceedings, because the tribunal simply had no power to do so in the circumstances where no claims had been made against the Second Respondent, Mr Cohen referred me to the cases of *Beresford v Sovereign House Estates UKEAT/0405/11/SM*, *Welsh v Bendel UKEATS/0014/12/BI* and *Sunderland City Council v Brennan [2012] ICR 1183*.
14. He argued that there could be no issues between the Second Respondent and the exiting parties to the proceedings falling within the jurisdiction of the tribunal within the meaning of Rule 34 of the ET Rules, where the Claimant had brought no claims against the Second Respondent and where the tribunal had no jurisdiction to determine contribution claims under the Civil Liability (Contribution) Act 1978, or otherwise.
15. Therefore, Mr Cohen submitted, the First Respondent's application to add the Second Respondent was hopelessly misconceived. The relevant case law was not drawn to the EJ Wisby's attention when the joinder order was made. The tribunal had no power to do as it did. For these reasons, Mr Cohen sought the order of EJ Wisby to be set aside and the Second Respondent removed as a party to these proceedings.
16. The First Respondent and the Claimant opposed the application on the grounds that it would be an error of law for me not to deal with the preliminary issue ordered by EJ Stout or set aside EJ Wisby order without there being a material change in the circumstances. Mr Algazy further submitted that if the

Second Respondent thought that EJ Wisby had made an error of law in ordering the Second Respondent to be added as a party, the appropriate course of action for the Second Respondent was to appeal the order, and she had not done that.

17. I refused the Second Respondent's application for the following reasons. While Mr Cohen made a powerful argument that: (i) the tribunal had no jurisdiction to determine contribution claims, (ii) any claims within the tribunal's jurisdiction were not covered by the Civil Liability (Contribution) Act 1978, and (iii) the tribunal could not make a judgment against the Second Respondent if the Claimant was not advancing any claim against the Second Respondent, nevertheless there was a factual dispute as to who the Claimant's employer at any relevant time was.
18. The First Respondent maintained that the Second Respondent remained the Claimant's employer all the way to the Claimant's dismissal. Therefore, in my judgment, it was necessary for this factual dispute to be resolved first.
19. Although in these proceedings the Claimant was not bringing any claims against the Second Respondent, it is not uncommon for claimants to name a wrong party as their employer, and for such wrongly named party to apply to join what that party considers to be the correct claimant's employer, or for the tribunal to do that on its own initiative. Therefore, I do not accept that the tribunal simply has no power to join a party as a second respondent at the suit of another respondent. Rule 34 of the ET Rules clearly gives such power to the tribunal.
20. In *Beresford, Brennan* and *Welsh* the identity of the correct employers was not in dispute. There the employers were simply seeking to join its employees (and in *Brennan* – the trade union) as joint tortfeasors. In the present case, albeit accepting that he was the employer of the Claimant at the relevant time, the First Respondent avers that so was the Second Respondent, and that some of the Claimant's claims relate to the Claimant's employment with the Second Respondent and not him, or to their joint employment of the Claimant.
21. Further, there were no material changes in the circumstances for me to interfere with EJ Wisby order. I accept that my decision on the factual dispute as to who the Claimant's employer was at any relevant time may result in such

change. This, however, only proves that the correct course of action for me is to determine the preliminary issue as ordered by EJ Stout.

22. Finally, the Second Respondent's application to be removed as a second respondent was considered and refused by EJ Stout. The Second Respondent did not appeal either the EJ Wisby order or the EJ Stout's refusal. EJ Stout made an order identifying a preliminary issued that needed to be determined at the hearing. There was no proper legal basis for me to ignore the EJ Stout's order and instead take a different approach without determining the preliminary issue set for the hearing.

Findings of Fact

23. For the purposes of the preliminary hearing issues, I make the following findings of fact.

24. The First Respondent and the Second Respondent were husband and wife. They divorced in March 2019. Until their separation they worked together in the high-value fine art dealing, curatorial and auction business.

25. Initially, the First Respondent and the Second Respondent conducted their business through an incorporated entity De Pury & De Pury LLP ("the LLP"). In 2017 it was planned for the LLP's business to be transferred to De Pury and De Pury Limited ("the Ltd"). It is not clear what exactly the transfer involved and whether the contemplated transaction was carried out. However, that is not relevant for the purposes of the preliminary issues I need to determine.

26. From January 2013 the Claimant worked for both Respondents as their personal assistant attending on a variety of tasks and matters related to their business.

27. The Claimant was paid her salary via the LLP. She did not have a written contract with the LLP. Her 17 January 2013 written contract of employment (it states 1 February 2013 as the commencement date, but the Claimant claims that the correct date should be 17/01/2013) names the First Respondent and the Second Respondent as her employer.

28. Under the terms of her contract the Claimant was entitled to a base salary, a bonus and commission based on her performance and contribution to the business. The Claimant claims that it was agreed that she would be paid commission of 5% on all fees that she negotiated and an additional 2% for any

works that she consigned for sale at auction. The First Respondent denies that.

29. The Claimant further avers that although her entitlement to commission arose when the First Respondent and the Second Respondent received their fees for the relevant transactions, with her agreement the commission payments were deferred until the First Respondent and the Second Respondent found a tax efficient structure to pay the Claimant her commission.

30. On 6 October 2017, the Claimant was sent a letter informing her that on that date her employment transferred to from the LLP to the Ltd under the Transfer of Undertakings (Protection of Employment) Regulations 2006. The Claimant says she had no involvement in that transfer. She says it was designed for tax planning purposes and had no substance, as it made no difference to her day-to-day work and she continued to be paid via the LLP.

31. When in 2017 personal relationship between the First Respondent and the Second Respondent started to deteriorate, the Claimant's position working for both of them became difficult. In March 2018, the First Respondent and the Second Respondent started to negotiate a post-nuptial agreement, which was concluded in September 2018. In December 2018, the First Respondent issued divorce proceedings against the Second Respondent, which created further strain in their relationship and made the Claimant's position as a personal assistant to both of them increasingly more difficult.

32. In early January 2019, the Claimant was told by Natalie Dauriac, a financial adviser to the First Respondent and the Second Respondent appointed by them as a "mediator", that she needed to choose whether she wanted to continue working for the First Respondent or the Second Respondent, because the First Respondent was not content with her working for both of them.

33. The Claimant decided that she would continue working for the First Respondent. In January 2019, the Claimant and the First Respondent (acting via Ms Dauriac and his solicitors) commenced negotiating the Claimant's new terms of employment. Various draft employment contracts were exchanged between them. However, a full written contract was never finalised and signed by the parties before the Claimant's dismissal.

34. In late January 2019, the Claimant told the Second Respondent that she would be finishing working for her. The Second Respondent tried to persuade the Claimant to stay with her, but the Claimant rejected her offer.
35. On 7 February 2019, the Claimant sent to the First Respondent and the Second Respondent a letter of resignation from the LLP with effect from 7 March 2019. She continued to work for the First Respondent until her dismissal without interruption in her service.
36. The Claimant claims that the commission deferral arrangement came to an end in November 2019, when at a meeting with Ms Dauriac (acting on behalf of the First Respondent) it was agreed that the necessary arrangement would be put in place for her to receive the outstanding commission.
37. On 13 December 2019, the Claimant was notified by the First Respondent solicitors that her employment was terminated with effect from 13 January 2020 for the alleged fundamental breach of her contact of employment.

The Law (***emphasis added***)

38. Under section 94(1) of the Employment Rights Act 1996 ("ERA") "*An employee has the right not to be unfairly dismissed* ***by his employer***".

39. A claim for wrongful dismissal is a common law action based on breach of contract. Under s.3 of the Employment Tribunal Extension of Jurisdiction (England and Wales) Order 1994/1623

"*Proceedings may be brought before an employment tribunal in respect of a claim of an employee for the recovery of damages …. if*

….

(c) the claim arises or is outstanding on the termination of the employee's employment."

40. Under s.13(1) ERA

"*An employer shall not make a deduction from wages of a worker employed by him unless—*

(a) the deduction is required or authorised to be made by virtue of a statutory provision or a relevant provision of the worker's contract, or

(b) the worker has previously signified in writing his agreement or consent to the making of the deduction."

41. S13(3) ERA defines "deduction" as follows:

"*Where the total amount of wages paid **on any occasion** by an employer to a worker employed by him is less than the total amount of the wages properly payable by him to the worker on that occasion (after deductions), the amount of the deficiency shall be treated … **as a deduction made by the employer** from the worker's wages **on that occasion***."

42. Under s23(1) ERA:

"*A worker may present a complaint to an employment tribunal —*

(a) ***that his employer** has made a deduction from his wages in contravention of section 13*".

43. Under s24(1) ERA:

"*Where a tribunal finds a complaint under section 23 well-founded, it shall make a declaration to that effect and shall order **the employer**—*

(a) in the case of a complaint under section 23(1)(a), to pay to the worker the amount of any deduction made in contravention of section 13".

44. Rule 34 of the ET Rules states:

"*The Tribunal may on its own initiative, or on the application of a party or any other person wishing to become a party, add any person as a party, by way of substitution or otherwise, if it appears that **there are issues between that person and any of the existing parties falling within the jurisdiction of the Tribunal** which it is in the interests of justice to have determined in the proceedings; **and may remove any party apparently wrongly included***."

45. Rule 29 of the ET Rules states:

"*The Tribunal may at any stage of the proceedings, on its own initiative or on application, make a case management order. Subject to rule 30A(2) and (3) the particular powers identified in the following rules do not restrict that general power. **A case management order may vary, suspend or set aside an earlier case management order where that is necessary in the interests of justice, and in particular where a party affected by the earlier order did not have a reasonable opportunity to make representations before it was made***."

46. In *Serco Ltd v Wells [2016] ICR 768*, the EAT held that the expression "*necessary in the interests of justice" in Rule 29 should be so interpreted and variation or revocation of an order or decision will be necessary in the interests of justice **where there has been a material change of circumstances since the order was made** or where the order has been based on either a misstatement and there may be other occasions, which it is unwise to attempt to define but these will be "rare … [and] … out of the ordinary*".

47. An employment tribunal does not have jurisdiction to entertain a claim under the Civil Liability (Contribution) Act 1978 (*Sunderland City Council v Brennan [2012] ICR 1183*).

48. The Civil Liability (Contribution) Act 1978 is concerned only with liabilities falling for determination in the High Court or county court and creates no right to contribution in relation to claims withing jurisdiction of and employment tribunal (*Per curiam - Sunderland City Council v Brennan [2012] ICR 1183*).

Analysis and Conclusions

49. The question I need to determine is whether the Second Respondent was **the Claimant's employer at any relevant time** and, in particular, whether **she is or may be liable for any remedy claimed by the Claimant in these proceedings**, whether under the claims for wrongful or unfair dismissal or unlawful deduction from wages.
50. In my judgment, "**at any relevant time**" must be determined by looking at the claims the Claimant brings in these proceedings, because that is what the tribunal will eventually be adjudicating on. She brings three claims: for unfair dismissal, for wrongful dismissal, and for unlawful deduction from wages.
51. In relation to the first two claims, in my judgment, "any relevant time" is time when the act complaint of took place, that is the Claimant's dismissal. She was notified of her dismissal on 13 December 2019. She was dismissed by the First Respondent. The First Respondent's solicitors in their dismissal letter clearly stated that they are acting for the First Respondent and not instructed by the Second Respondent in relation to that matter.
52. Therefore, as far as the Claimant's complaints of unfair and wrongful dismissal are concerned, in my judgment, it is indisputable that the Second Respondent cannot be liable for the First Respondent dismissing the Claimant from her employment with him.
53. That would be the case even if at the time of the First Respondent dismissing the Claimant, she maintained some parallel employment relationship with the Second Respondent. The Second Respondent never dismissed her from any such "parallel" employment, and the Claimant brings no claims against the Second Respondent in relation to her dismissal by the First Respondent.
54. In any event, I find that at the time of her dismissal the Claimant was no longer employed by the Second Respondent. I reject the First Respondent's submissions that because her new 2019 employment contract with the First Respondent was not signed that should mean that her employment with the

Second Respondent continued under the 17 January 2013 contract she had signed with both of them as her employer.

55. Mr Cohen and Mr Brochwicz-Lewinski made various submissions on this point to show that the Claimant's employment relationship with the Second Respondent had ended not only by virtue of her resignation by the letter of 7 February 2019, but also by virtue of the dissolution of the partnership between the First Respondent and the Second Respondent. However, as her employment relationship with the First Respondent continued uninterrupted any ongoing liability changed from being joint and several between the First Respondent and the Second Respondent to the sole liability of the First Respondent.
56. In my judgement, the simple fact of the matter is that the Claimant resigned from her employment with the Second Respondent. Even though her letter of resignation refers to her resigning from the LLP, in my mind, the reality of the situation is clear. She could no longer continue working for both of them, she needed to decide whether to stay with the First Respondent or the Second Respondent. She chose the First Respondent. She stopped working for the Second Respondent. She communicated her resignation to the Second Respondent both verbally and in writing. That, in my judgment, was sufficient for her to end her employment relationship with the Second Respondent and for the Second Respondent to cease being the Claimant's employer.
57. The fact that subsequently to her resignation the Claimant undertook some "wrapping up" activities for the Second Respondent, in my judgment, is insufficient to find that the employment relationship continued. Both the Claimant and the Second Respondent understood and accepted that their employment relationships were at an end.
58. The First Respondent confirmed in his evidence that he too considered that from February-March 2019 the Claimant had been working for him alone. The fact that the Claimant's written contract with the First Respondent did not have all "i's dotted and all t's crossed" is irrelevant.
59. Equally, the fact that the Claimant's commission claim includes transactions the First Respondent says he was not aware of and that it must be the Second Respondent, who instructed the Claimant to deal with those matters (which the Second Respondent denies), in light of a clear and unequivocal decision by

the Claimant to end her employment with the Second Respondent, which she communicated to both of them, in my judgment, is not sufficient to show that the Claimant continue to be employed by the Second Respondent.

60. It follows that I find that the Second Respondent ceased to be the Claimant's employer from 7 March 2019 by reason of the Claimant's resignation.
61. Turning to the Claimant's claim for unlawful deduction from wages. There are two elements to that claim. She claims (i) her salary from 1 November 2019 to 13 January 2020, and (ii) commission from February 2013.
62. With respect to her salary claim, it is obvious that the Second Respondent not being her employer in the period cannot be liable for her salary. Her claim is for the salary the First Respondent had agreed to pay her as part of her employment with him. She brings no claims for wages against the Second Respondent.
63. With respect to the Claimant's commission claim, although "*occasions*" (using the wording in s.13(3) ERA) when such commission payments should have been made and were not could be said to be the dates when relevant transactions attracting commission were made and commission became due (or the Claimant's next payroll date), as I stated earlier, in my judgment, "any relevant time" must be determined by looking at the claims the Claimant brings in these proceedings.
64. Her claim, and I am satisfied that it is her claim as pleaded in ET1 and further particularised in the interparty correspondence, is that there was an agreement to defer her commission payments until a tax efficient structure was set up for such payments. Her position is that although her entitlement to commission continued to accrue from February 2013, it was agreed that the Respondents' liability to make payments in respect of her commission entitlement shall be deferred. Therefore her commission payments were not due or payable under a tax efficient structure was set up. She says that she ended that agreement in November 2019 by making a demand for commission payments, or alternatively the arrangement ended on 13 January 2020 with the termination of her employment by the First Respondent.
65. Although the Claimant claims commission entitlement arising from transactions occurring also in the period when both Respondents were her employer, in

these proceedings the Claimant brings no complaint that there were any unauthorised deductions made from her wages before November 2019.

66. Further, in these proceedings she brings no claim for unlawful deduction from wages against the Second Respondent. Therefore, I do not see on what legal basis the Second Respondent could be liable for the Claimant's unlawful deduction from wages claim against the First Respondent, where (a) the unlawful deduction complained of occurred after the Second Respondent had ceased to be the Claimant's employer, and (b) the Claimant makes no such claim against the Second Respondent.
67. I do not accept Mr Algazy argument that because there are unresolved issues of fact and law, including in relation to the existence of the Claimant's commission entitlement, its calculation, "trigger" points, whether the deferral was agreed, whether the Claimant made a demand for payment, whether the dismissal "crystalised" her entitlement, her terms of employment with the First Respondent, division of pre-divorce liabilities between the First Respondent and the Second Respondent post-divorce, whether the Claimant's wages claim is in time, that should be taken as the Second Respondent being the Claimant's employer at the relevant time or as may be liable for the Claimant's claims in these proceedings.
68. In my judgment, all these issues either lie outside the tribunal jurisdiction (such as division of liabilities between the Respondents), or the matters between the First Respondent and the Claimant to be explored at the final hearing. Just because the Claimant could have put her claim differently and against both the First Respondent and the Second Respondent, in my judgment, does not give the tribunal the power to change her claim in that way, when she does not wish to do so.
69. In *Beresford*, Mr Justice Underhill (as he then was) said: "*The Respondents cannot have the Appellant joined simply on the basis that he is liable too and that it is unfair that the Claimant should have singled them out rather than him. The only (potential) basis for joinder is that they themselves wish to pursue a claim in the Tribunal against the Appellant under the 1978 Act.*"
70. Shortly after that judgment, the EAT chaired by Mr Justice Underhill in *Brennan* said the 1978 Act was not such "*potential basis*".

71. I accept Mr Cohen submission that on the principles as stated in ***Beresford, Brennan*** and ***Welsh*** in these circumstances there is simply no power for the tribunal to make any judgment against the Second Respondent when the Claimant makes no claims against the Second Respondent or to apportion liability between the First and the Second Respondents.
72. For these reasons, I find that the Second Respondent is not and may not be liable for any remedy claimed by the Claimant in these proceedings.
73. Furthermore, it appears from the ***Brennan*** judgment that any issues that the tribunal will determine in these proceedings cannot be used as *res judicata* in any possible future civil court action by the First Respondent against the Second Respondent under the Civil Liability (Contribution) Act 1978.
74. Having decided on the preliminary issue, I am satisfied that my decision is "a material change in the circumstances". Mr Algazy in his closing submissions accepted that if I found against him, that could amount to such change.
75. The next question is whether I should exercise my powers under Rule 29 and Rule 34 and set aside EJ Wisby order and remove the Second Respondent as a party to these proceedings. Although the EJ Wisby order was not appealed by the Second Respondent or the Claimant, that does not prevent me from setting it aside if there are grounds for me to do that. Rule 29 clearly gives me that power.
76. Based on my findings and my decision on the preliminary issues, I am satisfied that there are no issues between the Second Respondent and the original parties falling within the jurisdiction of the tribunal which it is in the interests of justice to have determined in these proceedings. Therefore, I find that it is necessary in the interest of justice to set aside the EJ Wisby order and remove the Second Respondent as a party to these proceedings.

Employment Judge P Klimov
London Central Region

Dated: 18 May 2021

Sent to the parties on:

19/05/2021

For the Tribunals Office

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