



## **EMPLOYMENT TRIBUNALS**

**Claimant**

**Respondents**

**v**

**Ms N Lifac**

**Zoyo Capital Ltd (1)**

**Thomas Brennan-Banks (2)**

**Ms Wei Wang (3)**

**Mr D Powell (4)**

Heard at: London South Employment Tribunal via CVP

On: 28 June 2022

**Before:** EJ Webster  
Ms Christofi  
Ms Smith

### **Appearances**

**For the Claimant:** Mr Heard (Counsel)

**For the Respondent:** Mr Brennan-Banks (Solicitor but in-person)

## **REMEDY JUDGMENT**

1. The First Respondent is ordered to pay the Claimant the sum of £97,943.61 in respect of her unauthorised deduction from wages claim.

2. The Claimant's position regarding any remedy for her discrimination claims is reserved pending the outcome of Case 2204905/2019.

## **REASONS**

3. It was agreed at the liability hearing and confirmed before me today, that the issue of whether an injury to feelings award or damages for any of the upheld discrimination claims would be made was reserved until the determination of Claim 2204905/2019. This was also recorded in my notes of the original hearing.
4. Save for the issue of interest, the sums to be awarded had been agreed between the parties before the hearing as being the compensation owed for the claimant's unauthorised deduction from wages claim. At the hearing I confirmed with the parties that the figures remained agreed.
5. The sums agreed were described as being 'unauthorised deductions from wages' and this was agreed between the parties. It was also the label on all the relevant Schedules of Loss provided by the claimant. Towards the end of the hearing, after the interest calculations had been made, Mr Brennan-Banks questioned whether Judgment for these sums would be made against the First Respondent or all four respondents following our reconsideration Judgment (which will be issued separately but in which the Tribunal found that it had erred in only upholding the discrimination claims against the First Respondent as opposed to all four respondents). I replied that it would be made against all 4 respondents given that following our reconsideration, the claim for discrimination had been upheld against all 4 respondents jointly and severally. Mr Heard did not make any comment at that point.
6. However, on writing this Judgment, it became clear to me that I had misspoken when answering Mr Brennan-Banks question. What had been agreed between the parties was an award of compensation or damages only for the unauthorised deduction from wages claim only. This ties in with the agreement by the Tribunal at the liability hearing and the Tribunal was reminded of it again at the outset of the hearing today. For reference, the updated schedule of loss states:  
  
*"SCHEDULE OF LOSS FOR WAGES ONLY REMEDY FOR DISCRIMINATION CLAIMS TO BE DEALT WITH AT CONCLUSION OF SECOND CLAIM (CLAIM NUMBER: 2204905/2019)"*
7. There was no indication or statement by the claimant or her representative that the unauthorised deduction from wages claim was sought as damages under the Equality Act 2010. It was pleaded and determined as a separate head of claim at the liability hearing and in the liability judgment and our role today was to award the agreed damages for that claim only.

8. Under the Employment Rights Act 1996, unauthorised deduction from wages claims can only be upheld against the employer i.e. the First Respondent. This is in accordance with s24 Employment Rights Act.

*s24. Determination of complaints.*

(1) 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,

9. I therefore misspoke in the course of the hearing by stating that the unauthorised deduction from wages claim would be payable by all four respondents. I consider in any event that this written Judgment reflects the position as understood by the parties and records the correct legal position as to who is liable for payment of the damages payable for the unauthorised deduction from wages.
10. Respondents 2-4 can only be held jointly and severally liable for any award made under the Equality Act 2010. For those reasons, the sums agreed between the parties below are only payable by the First Respondent.
11. As this means that interest is payable from 20 February 2019 as opposed to 22 February 2022 (the date of any act of discrimination), the Tribunal has re-calculated the interest payable to account for that 2 day difference. The sum of £91,011.54 was agreed between the parties. The interest calculations, save for the addition of the 2 days, were also agreed at the hearing.

Unlawful deduction from wages	<u>£91,011.54</u>
-------------------------------	-------------------

Interest on unlawful deductions from wages (calculated at 8% on £51,722.32 for 611.5 days which is the midpoint between 20 February 2020 and 28 June 2022)	<u>£6932.07</u>
---	-----------------

<b>TOTAL PAYABLE IN RESPECT OF UNAUTHORISED DEDUCTION FROM WAGES CLAIM:</b>	<b><u>£97,943.61</u></b>
---	--------------------------

Employment Judge Webster

28 June 2022

