EMPLOYMENT TRIBUNALS

Claimant: **Miss Paulina Bawej**

Respondent: **Huangs Grill Limited**

JUDGMENT having been given at the hearing and reasons having been requested by the respondent in accordance with Rule 62(3) of the Employment Tribunal Rules of Procedure 2013, reasons are set out as follows.

REASONS

The case

1. The claimant claimed that she was:
   a. discriminated against by the respondent on the grounds of her pregnancy, in breach of s18 Equality Act 2010 ("EqA");
   b. unfairly dismissal on the grounds of her pregnancy, in breach of s99 Employment Rights Act 1996 ("ERA"); and
   c. wrongfully dismissed, i.e. dismissed in breach of contract, which is a claim for her notice period only.

2. The case was summarised by Employment Judge Manley following the case management hearing of 2 January 2020.

3. At the outset of the hearing the respondent accepted that the claimant had been dismissed in breach of contract and that she was due her notice pay.

4. In her Claim Form the claimant contended that she had been employed as an Assistant Manager by the respondent from 16 July 2018 to 17 February 2019. She said on 12 February she had a meeting with her boss, Mr Yingshang Huang, who told her he wanted to move her to another restaurant to work. The claimant said that she told him then that she was pregnant, and Mr Huang said that he would talk with the General Manager, Ms Jenice Kim, and get back to her that night. The claimant chased this the next day and contended that Mr Huang decided to send her to the other restaurant to

work full-time. The claimant said that she asked Ms Kim for her rota on 15 February 2019 and Ms Kim told her that not only was she expected to change her workplace but also her position and salary without any written notice. The claimant contended that these changes were a result of her pregnancy. The claimant said she asked Ms Kim on 17 February 2019 for her new contract and termination letter on Monday, 18 February 2019. The claimant said she wanted to see her contract before starting the new job, so she refused to start work without this. She said Ms Kim said she needed the company solicitor to draft a contract. The claimant averred that this was not correct because the contract was already written, and Ms Kim had sent a template to the restaurant. On 18 February 2019 the claimant sent a formal grievance to both Mr Huang and Ms Kim asking for a meeting to resolve this matter but this was ignored. The claimant also contended that after she referred the matter to ACAS Early Conciliation she received an email from Ms Kim asking her to come to work saying that she could not give her a contract blaming her solicitor's absence.

5. The Response contended that the claimant was employed from 1 July 2019 until 15 February 2019 although the grounds of resistance contend that the claimant was employed until 12 February 2019. The respondent contended that it dismissed the claimant on the grounds of redundancy after having followed a selection and consultation process. Respondent contends that Mr Huang first learned of the claimant's pregnancy at a redundancy consultation meeting on 12 February 2019. The respondent contended that the claimant was offered the role of Head Waitress as an alternative to redundancy, but that the claimant refused this.

The relevant law

6. The relevant applicable law for the claims which we considered is as follows.

7. Section 18 of the Equality Act 2010 ("EqA") reads:

> (1) This section has effect for the purposes of the application of Part 5 (work) to the protected characteristic of pregnancy and maternity.
> (2) A person (A) discriminates against a woman if, in the protected period in relation to a pregnancy of hers, A treats her unfavourably —
> (a) because of the pregnancy, or
> (b) because of illness suffered by her as a result of it.
> (3) A person (A) discriminates against a woman if A treats her unfavourably because she is on compulsory maternity leave.
> (4) A person (A) discriminates against a woman if A treats her unfavourably because she is exercising or seeking to exercise, or has exercised or sought to exercise, the right to ordinary or additional maternity leave.
> (5) For the purposes of subsection (2), if the treatment of a woman is in implementation of a decision taken in the protected period, the treatment is to be regarded as occurring in that period (even if the implementation is not until after the end of that period).
> (6) The protected period, in relation to a woman's pregnancy, begins when the pregnancy begins, and ends—
> (a) if she has the right to ordinary and additional maternity leave, at the end of the additional maternity leave period or (if earlier) when she returns to work after the pregnancy;
> (b) if she does not have that right, at the end of the period of 2 weeks beginning with the end of the pregnancy.
> (7) Section 13, so far as relating to sex discrimination, does not apply to treatment of a woman in so far as—
> (a) it is in the protected period in relation to her and is for a reason mentioned in paragraph (a) or (b) of subsection (2), or

(b) it is for a reason mentioned in subsection (3) or (4).

8. S18 EqA makes it unlawful during the protected period to treat a woman unfavourably on the grounds of her pregnancy. No comparator is needed, and no justification defence is available. Pregnancy must be a substantial reason for the treatment, see *O'Neill v Governors of St Thomas More [1996] 372*. Once the protected period has ended a comparator will be needed. Following *Brown v Rentokill [1998] IRLR 445 ECJ*, the protected period referred to in s18 EqA is defined as beginning with the woman's pregnancy and ending at the end of the maternity leave or when the claimant returns to work.

9. Because there is potential for overlap between pregnancy/maternity discrimination and sex discrimination, s18(7) EqA specifically precludes claims being based on the direct sex discrimination provision in s13 EqA when it can be based on the pregnancy and maternity discrimination provisions in s18 EqA.

10. S136 EqA implements the European Union Burden of Proof Directive. This requires the claimant to prove facts from which the Tribunal could conclude, in the absence of an adequate explanation, that the employer has committed an act of unlawful discrimination, and it is then for the employer to prove otherwise.

11. The cases of *Barton v Investec Henderson Crosthwaite Securities Ltd [2003] ICR 1205* and *Igen Ltd v Wong [2005] EWCA Civ 142, [2005] ICR 931* provide a 13-point form/checklist which outlines a two-stage approach to discharge the burden of proof. In essence, this can be distilled into a 2-strage approach:

    a. Has the claimant proved facts from which, in the absence of an adequate explanation, the tribunal could conclude that the respondent had committed unlawful discrimination?

    b. If the claimant satisfies (a), but not otherwise, has the respondent proved that unlawful discrimination was not committed or was not to be treated as committed?

12. The Court of Appeal in *Igen* emphasised the importance of *could* in (a). The claimant is nevertheless required to produce evidence from which the Tribunal could conclude that the discrimination has occurred. The Tribunal must establish that there is prima facie evidence of a link between less favourable treatment and, say, the difference of sex and that these are not merely two unrelated factors: see *University of Huddersfield v Wolff [2004] IRLR 534*. It is usually essential to have concrete evidence of less favourable treatment. It is essential that the Employment Tribunal draws its inferences from findings of primary fact and not just from evidence that is not taken to a conclusion: see *Anya v University of Oxford [2001] EWCA Civ 405, [2001] ICR 847*.

13. So, the burden is on the claimant to prove, on a balance of probabilities, a prima facie case of discrimination. The Court of Appeal, in *Madarassy v Nomura International plc [2007] EWCA Civ 33* at paragraph 56 and the decision in *Igen* expressly rejected the argument that it was sufficient for the complainant simply to prove facts from which the Tribunal could conclude that the respondent *could have* committed an unlawful act of discrimination. The bare facts of a difference in status and a difference in treatment

only indicate a possibility of discrimination. They are not, without more, sufficient material from which a Tribunal *could conclude* that, on the balance of probabilities, the respondent had committed an unlawful act of discrimination. It was confirmed that the claimant must establish more than a difference in status (e.g. sex and pregnancy) and a difference in treatment before a Tribunal will be in a position where it *could conclude* that an act of discrimination had been committed.

14. S99 ERA deals with automatic unfair dismissal:

> (1) An employee who is dismissed shall be regarded for the purposes of this Part as unfairly dismissed if—
> (a) the reason or principal reason for the dismissal is of a prescribed kind, or
> (b) the dismissal takes place in prescribed circumstances.
> (2) In this section " prescribed " means prescribed by regulations made by the Secretary of State.
> (3) A reason or set of circumstances prescribed under this section must relate to—
> (a) pregnancy, childbirth or maternity,
> (aa) time off under section 57ZE,
> (ab) time off under section 57ZJ or 57ZL,
> (b) ordinary, compulsory or additional maternity leave,
> (ba) ordinary or additional adoption leave,
> (bb) shared parental leave,
> (c) parental leave,
> (ca) paternity leave,
> (cb) parental bereavement leave, or
> (d) time off under section 57A;
> and it may also relate to redundancy or other factors.
> (4) A reason or set of circumstances prescribed under subsection (1) satisfies subsection (3)(c) or (d) if it relates to action which an employee—
> (a) takes,
> (b) agrees to take, or
> (c) refuses to take,
> under or in respect of a collective or workforce agreement which deals with parental leave.
> (5) Regulations under this section may—
> (a) make different provision for different cases or circumstances;
> (b) apply any enactment, in such circumstances as may be specified and subject to any conditions specified, in relation to persons regarded as unfairly dismissed by reason of this section.

15. There is no qualifying period to claim automatically unfair dismissal under s99 ERA, but the effect of an employee having less than 2 years' continuous service is that the employee bears the burden of proof in showing that the reason for dismissal was a prescribed reason within the meaning of s99 and the applicable regulations: *Smith v Hayle Town Council 1978 ICR 996, CA*.

16. If it is found that the reason for dismissal, or the principal reason, was an inadmissible reason under s99 ERA, there is no room for the employer to argue that the dismissal was nonetheless reasonable in all the circumstances and therefore fair: *George v Beecham Group 1977 IRLR 43, ET*.

The evidence

17. After a short case management conference and a review of the list of issues, we (i.e. the Tribunal) retired to read the statements and some documents that had been

identified for preliminary reading. We were presented with a hearing bundle of 70 pages.

18. The Employment Judge advised the parties at the commencement of the hearing that we may not read any document that had not specifically been referred to us either in the witness statements or at the hearing. So, if a document had particular relevance, it needed to be brought to our attention.

19. We heard evidence from the claimant who provided a signed and dated statement. The claimant confirmed her statement and was cross-examined by the respondent's representative, and she answered questions from the Tribunal. Miss Mihaela Macovei gave evidence on behalf of the claimant. Ms Macovei was at the material time the Manager of the Taisho restaurant.

20. Mr Yingshang Huang gave evidence on behalf of the respondent. Like the claimant he also provided a relatively short signed and dated witness statement. Mr Huang was again asked questions by the claimant and the Tribunal asked questions for clarification. We did not hear any evidence from the respondent's General Manager. Ms Kim was a key protagonist in these events, and we expected to hear her account.

21. We approached both witness statements with a degree of caution. Witness statements are, of course, central; they are important to explaining the surrounding context of the contemporaneous documents. However, the witness statements were written many months after the events in question, and they were written through the prism of either advancing or defending the claims or allegations. We reminded ourselves that it is often the case that where evidence is contradictory, it does not necessarily mean that one party has lied, as this can arise from an incorrect recollection of events or interpreting events through a particular perception.

22. The claimant was clear in her accounts of events. Her account of events was entirely consistent with her Claim Form and this was consistent with the contemporaneous documents. During her cross-examination she remain consistent in her account of the events complained and consistent with the contemporaneous correspondence and records of events. Her evidence was consistent with the account of Miss Macovei. The claimant did not appear to embellish events and we regarded her as an accurate historian and an honest witness. Her version of events was entirely credible.

23. The respondent did not call Ms Kim, but the reason given for the claimant's dismissal in the Response (i.e. redundancy) was entirely at odds with Ms Kim's near-contemporaneous email sent within a month of the claimant's dismissal, which attributed the claimant's dismissal to her supposed longstanding and ongoing inept performance, poor attitude and misconduct. The contended redundancy situation was not supported by any correspondence given at the time and it was at odds with the respondent's General Manager's texts and behaviour.

24. The contemporaneous evidence was entire inconsistent with the Response and Mr Huang's evidence. Mr Huang was not a reliable witness nor was he an honest historian. He could not satisfactorily explain when the redundancy decision was made, who was consulted, what factors were taken into account and why there was no proper communication or recognisable redundancy process with the claimant. We are

satisfied that he made up a redundancy story, as an attempt to cover up his deliberate poor treatment of this pregnant employee.

Our findings of fact

25. We set out the following findings of fact, which we determined were relevant to finding whether or not the claims and issues identified above have been established. We have not decided upon all of the points of dispute between the parties, merely those that we regard as relevant to determining the claims as identified above. When determining certain findings of fact, where this is not obvious or is otherwise appropriate, we have set out why we have made these findings.

26. In making our findings of fact, we regarded the contemporaneous evidence as key. Contemporaneous documents are letters, emails, notes of meetings, etc prepared at the relevant time. We also took into account a lack of contemporaneous documentation, where we expected to see such clarification. We also took some account of a lack of witness evidence from Ms Kim or a lack of detail in the witness evidence of Mr Huang (the only employer's representative) in circumstances where we expect to see a very clear version of events and the relevant witnesses give evidence or where generalised assertions have been made without any explanation.

27. On 15 June 2018 the claimant signed a contract of employment with Ms Jenice Kim, on behalf of the respondent [Hearing Bundle pages 37-42]. The parties to the contract were the respondent (Huangs Grill Limited) and the claimant (Miss Paulina Maria Bawej). The claimant's job title was Assistant Manager. The contract does not specify where the claimant would work, although it did say that the claimant would not be required to work outside the UK for more than 1 month. The only address quoted in the contract was the respondent's registered office. The notice provided that after a 3-mionth probationary period a written notice was required by either party to terminate the employment.

28. The claimant commenced work with the respondent on 1 July 2018 [see HB37]. The claimant started work at Sushinoen restaurant on 18 July 2018. She moved to work at Taisho on 13 August 2018. Taisho was a new restaurant and the claimant told us that she started with a "soft opening". The restaurant wad fully open 2 weeks later.

29. The claimant learned that she was pregnant on 5 February 2019. She told her manager and friend Miss Macovei straightaway, but this was a personal manner and a private conversation between friends. Ms Macovei did not pass on this information; she said and we accept, that the claimant wanted to tell her senior employer herself.

30. On Monday 11 February 2019 the claimant texted Mr Huang [HB43]. She said that she had a personal matter to discuss. Mr Huang told the claimant that he was coming in the next day. Her intention was to tell Mr Huang that she was pregnant.

31. On Tuesday 12 February 2019 Mr Huang met with claimant and Ms Macovei. The meeting was unannounced and the claimant thought that this was to discuss menus and similar matters. Mr Huang opened the meeting and said that he wanted to deal with an issue first. He said that he wanted the claimant to move to Sushinoen. He did not say whether this was full-time or permanent. He said that this was because

Sushinoen was short of staff at the time and Taisho was not sufficiently busy. The claimant told Mr Huang that she was pregnant, and she asked to split shifts between the 2 restaurants for ease of travel.

32. Mr Huang said he was shocked to learn that the claimant was pregnant, and he said he would have to talk to the General Manager – Ms Kim – and that he would get back to the claimant. The respondent's first of 2 contention was that the claimant was dismissed this day by Mr Huang. We reject that argument: there is not one shred of corroborative documentation to support that argument. Indeed, the limited available contemporaneous documents and correspondence indicate that the claimant's employment continued past that date.

33. Mr Huang texted the claimant on Wednesday 13 February 2019 to inform her that she would need to start, temporarily at least, at Sushinoen in a full-time capacity as they were short of staff at Sushinoen at that time [HB43].

34. On Friday 15 February 2019 the claimant contacted Ms Kim for the rota at Sushinoen for the Monday onwards, which Ms Kim said she would provide [HB44]. The claimant also referred to her midwife appointment during the texted conversation and Ms Kim referred to Sushinoen being busy. The claimant raised with Ms Kim that day about working half-time between the restaurants. Ms Kim declined this and informed the claimant that she could no longer have the same position. Ms Kim also proposed a £4,000 cut in salary, although she said that with service charges the claimant would get almost the same pay [HB44].

35. The claimant replied that respondent could not change her salary and contract now [HB44] and when Ms Kim said she could the claimant sent her a link about *Pregnant employee's rights.*

36. Ms Kim replied as follows [HB44]:

> This is nothing to do pregnant.
> I am talking about your position.
> Do not forget. Shang tried to give you chance.
> You will be trrminated from Taisho and employed in sushinoen. Not transferred. I employed you for Taisho not for sushinoen.
> We have already assistant manager so I do not need it and your salary is higher than normal. So i cannot afford it. It's up to you. If you want come welcome if not is fine.

37. This was the first time that termination of employment was mentioned. The claimant enquired further [HB44]:

> So basically what I understand now it's that I am fired from taisho and rehired in Sushinoen correct ?

38. Ms Kim did not give the claimant the clarification that she sought so she took this up with Mr Huang that day, i.e. Friday 15 February 2019 [HB43]. There was no response from the claimant's employers. This was the second date that the respondent argued that the claimant was dismissed. The claimant did not have a clear irrevocable notification that her employment was to end, which is why she queried this. "You will be trrminated [sic]", indicates to the Tribunal that this was a threat or warning and not a concluded act.

39. The claimant said in evidence that she worked for the respondent on Friday 15 February 2019, Saturday 16 February 2019 and Sunday 17 February 2019, which we accept. Sunday 17 February 2019 was the last day the claimant worked for the respondent. The claimant said that on this day she had a conversation with Ms Kim and Ms Kim confirmed the termination of her employment. Ms Kim did not attend the hearing to give us her account and we believe the claimant as she was an honest and reliable witness. Ms Kim told the claimant that the confirmatory termination letter would be given to her when the company solicitor had prepared the new contract of employment.

40. The respondent never contended that the claimant was dismissed on notice, and this was confirmed in light of the admission at the commencement of this hearing. The respondent was not consistent and, indeed, was contradictory in its 2 version of events of when the claimant was dismissal. The Claim Form states that the claimant's employment ended on 15 February 2019 [HB17]. The claimant's P45 said that her leaving date was 15 February 2019 [HB68-70]. The grounds of resistance said 12 February 2019 [HB23] as does Mr Huang's statement. It was clear that (at least) one version of the respondent's account was incorrect. In his oral evidence, when pressed about the unsustainability of the earlier date, Mr Huang said that the claimant's last day of employment was 17 February 2019, in contrast to his witness evidence.

41. On Monday 18 February 2018 the claimant appeared resigned to her dismissal, she said there was nothing she could do, and she asked Ms Kim again for the termination letter and her new contract [HB44].

42. Ms Kim responded by saying she would prepare it for the Monday when the claimant was due to come in [HB44]. The claimant asked for it that day so that she could see it before she started work [HB44]. Ms Kim then changed her position saying she was too busy, and that the claimant was now to start work without the confirmation of her dismissal and without the new contract [HB44]. We note that the original contract was given to the claimant before she started work. The claimant refused to commence work without her contract and the termination letter [HB44]. Ms Kim then reverted to the claimant with a story about needing to instruct the company's solicitor. She said that the claimant was on the rota at Sushinoen the next week, so, again, effectively either *take it or leave it* [HB45].

43. The claimant was very clear in her response that she did not agree to any changes to her contract. She said that she was told that her contract was being terminated and that meant that she was fired. The claimant said she will send a formal complaint [45], which she did the next day [HB46, 47]. The claimant's letter of 18 February 2019 was clear that it was a formal grievance. Because her employment had ended this should have been taken as a formal complain or appeal against dismissal. It was addressed to Mr Huang but emailed to both Mr Huang and Ms Kim. This was ignored by the respondent – it was not acknowledged by either nor was it dealt with.

44. The claimant did not work for the respondent again and her last day working was on Sunday, 17 February 2018.

45. Ms Kim wrote to the claimant on 6 March 2019 asking when she was coming to start work at Sushinoen. Ms Kim said that she could not provide a contract because the company lawyer was still away and she was not back for a few more weeks. On 11 March 2019 the claimant wrote to Ms Kim [HB49]. She complained that her grievance had been ignored. She said that she might consider coming back to work because she could not find another job being pregnant. She also made proposals to settle her legal claim.

46. Ms Kim responded the next day, 12 March 2019. Ms Kim addressed the claimant's dismissal [HB48]:

> …
> Also you just misunderstand regarding your firing is nothing to do with your personal reason.
> In Taisho Mihaela, you and Richard three of you(Richard has different case) fired due to as manager did not do duty properly, not capable to run business as management and keep sales down , not make any effort and just get complained by customer for service and from entire staffs.
> After company gave you guys notice of termination and you mentioned to Shang you are pregnant on that day, which is 12th Feb 2019 which means this is nothing to do with your personal thing. And you informed me on 15th Feb 2019...

Ms Kim also raised that the company had monitored and decided to dismiss the claimant (plus one other) in October 2018 and that the claimant was warned many times by her manager. She went on to say that she considered taking the claimant on at Sushinoen as a waitress because she was not a capable assistant manager, which she repeated several times in her e-mail.

47. The final word seems to have been said by the claimant on 13 March 2019 [HB51] because the respondent did not engage with her thereafter. The claimant complained that she was not given a termination letter from Mr Huang.

48. We were given no evidence of the claimant's deficient performance or any disciplinary warnings.

49. The claimant said in evidence, which we accepted, that she had her baby on 23 September 2019. This was 10 days before her due date.

Our determination

50. The protected period counts as running from when the claimant was pregnant until her dismissal. As can be seen from the findings of fact, the claimant met with Mr Huang. He proposed to move her to a busier restaurant. The claimant told him she was pregnant and thereafter her problems started. Mr Huang asked the respondent's General Manager, Ms Kim, to deal with the claimant. The claimant asked for her employment to be split between the 2 restaurants, which Ms Kim abruptly refused. Ms Kim thereafter withheld the rota, told the claimant of her cut in pay and took her Assistant Manager job away. Then she dismissed the claimant.

51. The contemporary documents indicate that Ms Kim was not a truthful employer because she withheld the claimant's contract on spurious reasons. We believe the claimant when she said that a template contract was available at the restaurant (similar to that already signed by the claimant) which only needed the name and salary

inserted and it was ready for signature. We draw adverse inference from Ms Kim refusal to acknowledge or respond to the claimant's grievance/complaint/appeal against dismissal. In fact, Ms Kim concocted a story about the claimant and her friends (and someone else's) performance or conduct as to why the claimant was dismissed saying such a decision had been made 4 months earlier. This contention is ludicrous and has no factual basis. We easily accept the claimant's evidence that she did not have any irreconcilable disagreements with any supervisor or colleague or any disciplinary problems, as no evidence has been produced to contradict her.

52. Ms Kim referred to the company solicitor's involvement; it is inconceivable that if a solicitor was involved, there would not be any contemporaneous reference to redundancy if this was a relevant factor at the time that a pregnant member of staff was dismissed.

53. The respondent contends that Taisho restaurant was losing money so therefore somehow this must be a redundancy situation; we resoundingly rejected this contention. A restaurant's short-term or possibly longer-term poor performance falls far short of convincing us that this was a genuine redundancy situation; we need a lot more evidence than that pallid assertion. The first time a possible redundancy dismissal was raised was in the grounds of resistance. This was not mentioned at any stage throughout the claimant's employment or after until the Response was filed by the current legal consultants. Indeed, the respondent's General Manager's post-termination letter to the claimant [HB48] cited dubious performance and conduct-related issues rather than possible redundancy. There is no letter notifying the claimant – or others – of a possible redundancy situation nor is there any recognisable consultation. There was no evidence of any selection process. There was no evidence that anyone else was dismissed at this time for anything that resembled a redundancy dismissal. The high watermark of the respondent's after-the-event assertion is some management accounts (as opposed to more authoritative filed accounts) that the respondent contends suggest Taisho restaurant was not doing well. These accounts were not shared with any employee at the time. Indeed, no information was shared at the time to corroborate that one of the restaurants was financially in trouble. We know that Sushinoen was doing well because the evidence referred to it being very busy and needing more staff. So, even the scant accounts did not make sense because it did not apportion the profit and loss between the 2 outlets. Furthermore, we do not know from these accounts if there were more than 2 outlets as there is no discernible narrative as to the business. When we scrutinised the 1 page of profit and loss information, we could not see any breakdown for wages, premises or food (the biggest outlay) and the accounts did not seem to breakdown any figures between the 2 restaurants.

54. The respondent representative argued that as Miss Macovei (the Taisho manager) and the head chef were dismissed around this time then there must have been a redundancy situation. Such a contention has no credibility in this situation, nor does it make sense as no other catering or serving staff were apparently dismissed or laid off. There was no documentation in respect of any other purported dismissals, or which indicated a possible redundancy situation. We could not establish when the head chef was dismissed (if he was dismissed at all) or why. Miss Macovei was dismissed on 12 February 2019, but she said that this was about a team issue which was not explained to her.

55. Such is our dissatisfaction with the respondent's account, we find that Mr Huang's evidence was an attempt to mislead the Tribunal.

56. Dismissal is obviously a detriment. The claimant was dismissed shortly after she told her employer that she was pregnant. This was within the protected period. The claimant said that this because of her pregnancy. No other explanation fits the sequence of events or appears plausible. It follows from above that the respondent has provided no proper explanation as to the claimant's dismissal. The claimant was not dismissed for poor performance or misconduct as originally contended. This was not redundancy situation as subsequently asserted. We can find no credible explanation as to why the claimant was dismissed, save that this employer dismissed her because she was pregnant. The claimant's dismissal is therefore in breach of s18 EqA.

57. It follows from above, that we also accept the causation point in respect of the automatic unfair dismissal. The only reason that the claimant was dismissed was because she was pregnant. The claimant was unfairly dismissed because of her pregnancy, in breach of s99 ERA.

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Employment Judge Tobin

5/3/2023

REASONS SENT TO THE PARTIES ON: 6/3/2023

NG.

FOR THE TRIBUNAL OFFICE