



EMPLOYMENT TRIBUNALS

First Claimant: Nimbrah Golding

Second Claimant: Esme Laela

Respondent: Envi Lounge

Heard at Watford

On: 21 March 2023

Before: Employment Judge Bloch

Appearances:

For the Claimants: Both in person

For the Respondent: Did not appear

JUDGMENT

Following the failure of the Respondent to file a response to the Claimant's claims for unlawful deduction of wages and the grant of judgment in respect of the Claimants claims pursuant to rule 21 of the Employment Tribunals (Constitution and Rules of Procedure Regulation) 2013 and a remedy hearing held on 21 March to determine the amount of the unauthorised deduction from wages:

1. The first claimant is awarded the sum of £255 (gross);
2. The second claimant is awarded the sum of £1401(gross);

The Respondent shall be entitled to deduct from these sums any Tax or National Insurance payable and paid in respect of the above sums provided that the Respondent immediately provides written evidence to the Claimants of the calculations and the fact of payment

Schedule

1. The sum of £255 awarded to the first claimant is in respect of 34 hours worked from the 16 July to 25 July 2021 at the rate of £7.50 per hour (in respect of which no payment was made to her).
2. The sum of £763.50 awarded to the second claimant is in respect of 183 hours worked between 5 July 2021 and 8 August 2021 at the rate of £7.50 per hour (£1372.50) less £609 paid to her by the respondent.

REASONS

1. A notice of remedy hearing (following non-presentation of response) dated 26 November 2022 recorded that judgment had been issued against the respondent under rule 21. It was pointed out that the first claimant had not clearly specified the identity of the employer.
2. I discussed in detail with the claimants the question of the appropriate name or identity of the respondent. Little progress was made. Suffice it to say that it seemed to me that there was no point in their seeking to amend the name of the respondent (namely Envi Lounge) and the claimants were seeking judgment in that name.
3. The first claimant produced and affirmed a witness statement which she amended orally to indicate what she had been requested to work for a 2 week period without pay, the owners explaining that the sum was to be held back in case she decided at any time to leave without notice. But, given that she did not leave without notice and indeed it was the respondent that dispensed with her services, those 2 weeks' worth of work were required to be paid to her. She confirmed to me that this appeared to be accepted by the respondent when they dispensed with her services.
4. The first claimant produced to me evidence of the number of hours which she had worked between 16 and 25 July. 34 hours were recorded on her iPhone. She also produced a letter written by her on 9 October to the "owners" of Envi Lounge claiming payment in respect of 34 hours at the rate of £7.50 per hour amounting to £255. She recorded that she had been told by Ash, one of the "owners" that he had too many staff and instructed her not to work after 25 July 2021. She asked both of the "partners in the company" when she would be paid and had been told many times that she would get paid the following week.
5. The second claimant, produced a witness statement showing the number of hours worked by her between 5 July and 8 August 2020 which amounted to 183 hours at a rate of £7.50 per hour, being £1372.50 before tax. She also showed me extracts from a bank document showing that she had received

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a total of £609 towards her entitlement. She also produced an iPhone record supporting the number of hours claimed by her. She told me that she too had initially been subject to the 2 weeks' wages "hold" however, again, given that her services were dispensed with, there seemed to be no basis for any deduction in respect of the time which she had worked.

6. Accordingly I accepted the claimants' evidence as to (a) the number of hours which they worked; (b) the agreed hourly rate; and (c) that there was no basis for any deduction from the sums claimed.
7. It was not at all clear what Income Tax or National Insurance might be deductible from these rather small sums and dealing with a matter proportionately it seemed to me that I should order these sums to be paid gross. However if and insofar any Tax and National Insurance falls to be deducted from these gross sums, they should be paid to the appropriate authorities and deducted from the amount of the awards, provided that at the same time the respondent provides written evidence to the claimants in support of the deductions showing that these sums have in fact been paid.

Employment Judge Bloch KC

Date: 27 April 2023

Judgment sent to the parties on

30 April 2023

GDJ

For the Tribunal office