



# THE EMPLOYMENT TRIBUNAL

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**SITTING AT:**  
**BEFORE:**

**LONDON CENTRAL  
EMPLOYMENT JUDGE ELLIOTT**

**BETWEEN:**

**Ms N Arefin**

**Claimant**

**AND**

**Applemire Ltd**

**Respondent**

**ON: 23 June 2023**

**Appearances:**

**For the Claimant: In person**

**For the Respondent: Ms E Stiles, Director**

## **JUDGMENT**

The Judgment of the Tribunal is that the claim fails and is dismissed.

## **REASONS**

1. This decision was given orally on 23 June 2023. The claimant requested written reasons.
2. By a claim form presented on 20 September 2022 the claimant Ms Nayama Arefin brings claims of unfair dismissal, notice pay and unlawful deductions from wages.
3. The claimant said she worked for the respondent for less than a month from 11 July 2022 to 8 August 2022 as a Customer Services Representative and that she was due to be paid £2,000 gross per month.
4. In the Claim Form the claimant said that she has not been paid by the respondent and that expenses were never refunded. She says she is owed one month's salary, plus £131 for office related expenses and £72 for a DBS check. She also said the respondent asked her to transfer

money to an account and she queried whether fraud or a scam was involved.

5. The claimant also brought a claim for “*mental duress*” which is not a claim that this tribunal could hear in a claim of this type.
6. A strike out warning was sent to the claimant on 9 November 2022 in respect of the unfair dismissal claim because of her short service. She was given until 23 November 2022 to respond. The claimant accepted that she did not have two years’ service and said that was why she did not respond to the strike out warning.
7. An ET3/Response to the claim was due to be filed by 7 December 2022. No ET3 was received. On 29 December 2022 the tribunal wrote to the claimant to say that the Regional Judge was not satisfied that the claim had been properly served and requested more information to assist the tribunal. The claimant replied on the same day with an email address for HR at the respondent.
8. On 26 March 2023 the claimant chased for an update and again on 23 May 2023.
9. On 26 May 2023 the tribunal wrote to the respondent by letter sent by email to the address provided by the claimant, requiring a response by 2 June 2023. The tribunal also wrote to the claimant on this date, asking her to quantify how much she was seeking together with supporting paperwork. A Notice of Hearing was sent on 31 May 2023 for this hearing.

### **The issues**

10. The issues in this case were (i) who is the correct respondent and once the correct respondent was identified, (ii) had the respondent made unlawful deductions by not paying the claimants wages and (iii) was there a breach of contract in a failure to pay notice pay or expenses.

### **Witnesses and documents**

11. There was no bundle of documents and no statements. The tribunal had access to the documents on the tribunal file and heard orally from the claimant and Dr Stiles of the respondent.

### **Findings of fact**

12. The claimant was interviewed by a recruitment company the name of which she did not remember. On 24 June 2022 she was sent a letter offering her a job at a salary of £24,000 per annum. This was to be her first job in the UK.
13. On 1 July 2022 someone from the company called the claimant and said they would give her a start date and they would arrange a Zoom call. The

claimant does not know the name of the person who called her. She was told that they needed some information from her. They sent her a link for a Zoom call which took place on 7 July 2022. The claimant attended the Zoom call and was asked her name and address and certain other details.

14. On 8 July 2022 they emailed her some bank details and asked her to send £72 for her DBS search. The claimant sent this amount. On 9 July 2022 they sent her an HMRC form and on 10 July 2022 they gave her an email address for her use in connection with her work. They also gave her the name of her manager, Larry Brandon.
15. This was a remote home-based job. The claimant was promised an office lap top. Mr Brandon called the claimant and told her that the company would pay her £2 per day for office expenses until they gave her the laptop.
16. The claimant's job role was in recruitment. She arranged video interviews with candidates and took notes of interviews.
17. Mr Brandon asked the claimant to create a Stripe account and a Post Office current account. He said that the accounts would be used for recruitment purposes for the payment for DBS checks.
18. The claimant received £75 into her personal bank account and she asked Mr Brandon about that. He told her he had recruited someone and this was the amount of the DBS check which he wanted the claimant to send on. The claimant tried to do this but says she was told by the Post Office that the account information was incorrect and it was "*illegal*".
19. Mr Brandon sent her another account number to send on the £75.
20. At the end of July 2022 the claimant asked for her salary. Mr Brandon promised a payslip to be sent on 1 August. It was not sent. The claimant was then told the office was moving from Old Street to Watford Junction. She offered to attend the new offices but Mr Brandon told her this was not necessary. The claimant was not paid. She called Mr Brandon regularly asking to be paid and he continued to say that her pay was coming.
21. On 9 August 2022 Mr Brandon told the claimant her employment by email that her employment was terminated.
22. Dr Stiles said she had received 3 Employment Tribunal claims against her company, one in London East, one in Watford and this one in London Central. Dr Stiles is concerned that she is not the correct respondent because she has never employed anyone.
23. Despite only working for the organisation for 1 month, the claimant seeks 3 months salary and the two expenses referred to above. She also said that a salary of £24,000 was mentioned in an email but that her contract said £23,000. I saw a copy of the contract stating wages as £23,000 and an email to the claimant dated 24 June 2022 stating "*Wages: £24,000/year*".

- to start*'.
24. The claimant said she signed the contract and sent it back to the respondent even though it said £23,000. The claimant was told that they would still pay her at £24,000 and they would send her another contract. The contract of employment stated the name of the employer as "*Applemire International*".
  25. On 7 June 2023 the tribunal received a letter from Chartered Accountants named Saffer Mayled & Co Ltd on behalf of a company named Applemire Ltd, company number 13881737. The letter said that they acted as accountants and advisors to this company which was incorporated by a formation agent on 31 January 2022 in Bridgend, South Wales. The registered office was changed to an address in Cardiff. The sole director is a dental surgeon, Dr Stiles, who does not employ any staff or have any connection to the London addresses named in the proceedings. Records at Companies House showed this to be a company which has the principal activity of a dental practice.
  26. The accountants said that they were unsure how this had arisen but could only suggest that a third party was incorrectly using the name Applemire Ltd.
  27. The respondent appeared by Dr Ellis Stiles. She is an associate dentist at a practice in West Sussex. Her accountancy firm is Staffer Mayled & Co Ltd.
  28. On 12 June 2023 the claimant emailed to say that having considered the letter from the accountancy firm, she saw she was recruited by Applemire International. The claimant's husband said in that email "*I admit that it might be the case that Applemire Limited had no knowledge of the fraudulent activity which were going on using their name. But it is also true that [the claimant] has wasted her time and money for a company named Applemire Ltd and she deserves to get payment for that and also for the harassment she had to go through*".
  29. On 16 June 2023 the accountants for Applemire Ltd said that this company never employed the claimant and had no connection to the address in London. They say that Applemire International seemed to be a recruitment agency based in London which was in no way associated with their client company in Cardiff.
  30. Records at Companies House do not reveal a company named "Applemire International".
  31. In the contract of employment the employer is stated as "Applemire International". The word 'Limited' was not used. It describes itself in the contract as an accountancy, training and sales and marketing business. It gave its address as 130 Old Street London EC1V 6BD.

32. The claimant accepted that she does not seek her pay from Dr Stiles or her company. The claimant accepted that she has never worked for Dr Stiles or her company. I find that Dr Stiles and her company have never employed anyone.

### **Conclusions**

33. I had considerable sympathy with the claimant for whom this was her first job in the UK. I agreed with the claimant that it was not right that she should carry out work and not be paid. The difficulty was that Applemire Limited was not the correct respondent.
34. The claimant and also her husband accepted that she had never worked for Dr Stiles who is the sole Director of this company and who has never employed anyone. The claimant and Dr Stiles have never previously met, let alone the claimant having worked for her.
35. The contract of employment, which the claimant accepted she had signed, was not with Applemire Ltd, it was with Applemire International. This is not a Limited company registered at Companies House so its status as a legal entity was unknown.
36. I asked the claimant if she wanted to amend the name of the respondent to Applemire International but she did not make this application. There was the further difficulty that she knew that the organisation had moved from the address in Old Street and she knew that the organisation had moved to Watford Junction. She did not know the address which the tribunal would need if it was to send proceedings to another party. In connection with this, I also took account of the fact the claimant may have rights in respect of her money claims in another forum.
37. My decision is that Applemire Ltd is not the correct respondent; it has never employed the claimant and the claim against that company fails and is dismissed.
38. Parties are aware that if they suspect criminal activity, they can report this to the police. I make no finding as to whether there has been any criminal activity.
39. I said I would arrange for the claimant to be sent the Tribunal's Fact Sheet on Free Sources of Legal Advice so that she could take some advice as to what she may be able to do.
40. The unfair dismissal claim fails in any event because the claimant accepts she had less than 2 years service.

**Employment Judge Elliott**

**Date: 23 June 2023**

Judgment sent to the parties and entered in the Register on:23/06/2023