



EMPLOYMENT TRIBUNALS

Claimant: Ms Kimberley Thornton

Respondent: Riviera Multimedia Ltd

Heard at: Leeds (By Video Link) **On:** 04 August 2023

Before: Employment Judge R S Drake

Representation:

Claimant: In Person (assisted by Mr S Norman – her partner)

Respondent: No Response and no attendance

JUDGMENT

1. The Claimant's complaint of unfair dismissal fails as it relates to a date or termination postdating the date of presentation of this claim which in this respect is therefore a nullity.
2. Under Section 135 of the Employment Rights act 1996 ("ERA"), I declare that the Claimant is entitled to a redundancy payment of £6,265.44, on the basis of her age at termination of employment being 40, and having 18 completed years of service at a weekly rate of gross pay in the sum of £348.08.
3. The Claimant has established that because she was not given notice of termination of her employment nor paid in lieu, the Respondent has breached her contract and she is therefore entitled to and shall be paid by the Respondent 12 weeks' pay at a rate of £348.08 gross per week and thus a gross sum of £4,176.96.
4. The Claimant has established under S13 ERA and the Working Time Regulations 1998 that she has suffered an unlawful withholding of holiday entitlement for 6.25 days at a rate of £79.39 per day and thus the Respondent shall pay to her the total sum of £496.19 gross.
5. The Claimant has established that the Respondents have unlawfully contrary to section 13 ER a withheld 10 months' salary at the gross monthly

rate of £1,508.33 and thus the Respondent shall pay to her total sum of 15,083.30.

REASONS

6. The Claimant attended in person assisted by her partner. She gave her evidence candidly and cogently to the extent that I was prepared to accept it in full.
7. There was no attendance by the respondent or any officer there of, but I learned that the respondent company is the subject of potential striking out proceedings and that its principal director is now personally bankrupt. I satisfied myself that they had had an opportunity to respond to the proceedings and to attend today and had availed themselves of neither.
8. I noted that the claimant was last paid salary 4 the month ending 31 October 2021 and that she had been forced to issue proceedings for salary from that date to the 31 May 2022 (Claim number 1800318/2022) for which she was awarded judgement of £12,936.84 gross. This judgement has not been discharged by the respondents and I note that county court proceedings for enforcement Of that judgement has also now been declared unsuccessful. The claimant has remained unpaid for total of 10 months thereafter based upon the presumption that her employment came to an end 8 March 2023.
- 9 Termination of employment was signified expressly by the claimant being locked out of her place of employment and therefore though I conclude that her unfair dismissal claim cannot proceed, she is still entitled to a redundancy payment I set out in paragraph two above. I'm further satisfied all the evidence that she is entitled to Judgments in respect of her claims were breach of contract, unpaid salary, and unpaid holiday pay as detailed in paragraphs 3 to 5 inclusive above. Under the statutory bases as outlined therein.

Employment Judge R S Drake

Date 04 August 2023