



EMPLOYMENT TRIBUNALS

Claimants: Miss D. Oladapo (C1), Mr. L. McNeill (C2),
Mr. N. Panayl (C3) and Miss K.H. Yehadego (C4)

Respondent: Kana Technology Limited

Heard at: London Central (by CVP)

On: 6 November 2023

Before: Judge Callan

REPRESENTATION:

Claimants: In person: Miss Oladapo and Mr. McNeill. Mr. Panayl did not attend and was represented by Mr. McNeill. Miss Yehadego did not attend and was not represented.

Respondent: No appearance (in voluntary liquidation).

JUDGMENT

The judgment of the Tribunal is as follows:

Wages

1. The complaint of unauthorised deductions from wages is well-founded. The respondent made an unauthorised deduction from the claimants' wages in the period 01 May 2023 to end of their employment:

- (1) Miss Oladapo – 20/07/2023
- (2) Mr. McNeill – 12/05/2023.
- (3) Mr. Panayl – 12/05/2023

2. The respondent shall pay the claimants the gross sums deducted set out below. The claimants are responsible for the payment of any tax or National Insurance:

- (1) Miss Oladapo – £11,949.45
- (2) Mr. McNeill – £2,794.52
- (3) Mr. Panayl – £3,872.83

Notice Pay

3. The complaints of breach of contract in relation to notice pay is well-founded. The claimants were entitled to 4 weeks' notice pay.
4. The respondent shall pay the claimants damages for breach of contract as set out below. This figure has been calculated using gross pay to reflect the likelihood that the claimant will have to pay tax on it as Post Employment Notice Pay:

- (1) Miss Oladapo – £3,846.10
- (2) Mr. McNeill - £6,538.46
- (3) Mr. Panayl - £8,461.54

Holiday Pay

5. The complaints in respect of holiday pay are well-founded. The respondent made an unauthorised deductions from the claimants' wages by failing to pay the claimants for holidays accrued but not taken on the date the claimants' employment ended. The accrued but untaken holidays were:

- (1) Miss Oladapo – 9 days
- (2) Mr. McNeill – 5 days
- (3) Mr. Panayl – 0 days

6. The respondent shall pay the claimants' the sums set out below. The claimants are responsible for paying any tax or National Insurance.

- (1) Miss Oladapo – £1,232.91
- (2) Mr. McNeill - £1,634.62

Facts

7. The respondent is a fintech pricing company. Mr. Chucka Ebi, Director, was the person who gave instructions day to day to C1. C1 worked on the operational side of the business and, working with Mr. Ebi, ensured that the payroll operated.
8. The respondent entered into a members voluntary liquidation and the winding up of the company commenced on 12 September 2023.

9. The claimants were full time employees. They were each issued with an Employment Agreement which set out their terms and conditions. For the purposes of this case, they were each subject to 4 weeks' notice and had the benefit of 25 days holidays' plus bank holidays. I was provided with payslips which set out the monthly gross pay due to each of the claimants from which the sums set out above were calculated.
10. The normal pay date was the 27th of each month. The last date salary was paid was 27 April 2023 which was pay for the month of April. C1 worked for an additional period of 12 weeks and 3 days for which she received no pay. C2 and C3 each worked an additional 12 days for which they were not paid.

Conclusion.

11. The respondent shall pay the claimants' the total amounts shown below which are expressed as gross pay:
 - (1) Miss Oladapo - £17,028.46
 - (2) Mr. McNeill - £10,967.60
 - (3) Mr. Panayl - £12,334.37

EJ J. Callan

06 November 2023

Judgment sent to the parties on:

06/11/2023

For the Tribunal: