

Case No: 3315223/2022
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EMPLOYMENT TRIBUNALS

Claimants: Mrs Norris
Miss Tuttle
Mrs Fryer
Mrs Hurdle
Mrs Bentick-Hill
Mr Draper

Respondent: The estate of Jonathan Draper (trading as Draper & Co and W M Draper)

Heard at: Reading **On:** 25 & 26 April 2024

Before: Employment Judge Shastri-Hurst

Representation

Claimants: in person
Respondent: Ms Atherton & Ms Collar (personal representatives)

JUDGMENT having been sent to the parties on 23 May 2024 and written reasons having been requested in accordance with Rule 62(3) of the Employment Tribunals Rules of Procedure 2013, the following reasons are provided:

REASONS

Introduction

1. Mr J Draper was a sole practitioner who owned and ran two law firms, Draper & Co Solicitors and W M Draper. The claimants all worked for Mr J Draper up to 8 November 2022, when he very sadly and unexpectedly passed away.

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2. The first five claimants, Mrs Norris, Miss Tuttle, Mrs Fryer, Mrs Hurdle and Mrs Bentick-Hill (“The Five Claimants”) worked for Mr J Draper across his two firms. The details of their employment are as follows:

Claimant	Start date	Job title	Employer
Bentick-Hill	19 Nov 2015	Receptionist	Draper & Co
Fryer	6 April 1999	Secretary/receptionist	W M Draper
Hurdle	21 July 2021	Conveyancing Assistant	Draper & Co
Norris	10 Nov 1994	Office Manager/Legal Executive	Both
Tuttle	3 Oct 2022	Receptionist	W N Draper

3. The sixth claimant, Mr L Draper, is Mr J Draper’s father, and worked for him as a consultant solicitor from 6 April 1998.
4. The claimants continued to work after 8 November 2022. However, there came a point on 18 November 2022 when Mr L Draper informed the Five Claimants that he could not pay them their salaries going forward. At that point, the Five Claimants stopped working and walked out.
5. The Five Claimants started the ACAS early conciliation process against Draper & Co Solicitors and Wendy M Draper on 21 November 2022, and the ACAS certificate was issued on 13 December 2022. The Five Claimants presented individual ET1s, each making claims on behalf of the other four. The lead claimant, Mrs Norris, entered her ET1, including the other four women on her claim form, on 20 December 2022. It is this ET1 that is connected to case numbers 3315223/2022 - 3315227/2022. The other duplicate claims were stayed during this litigation. They were then dismissed by a separate judgment, purely because they were duplicates.
6. Given that both companies were in fact two firms owned and run by Mr J Draper, as a sole practitioner, the name of the respondent was amended to “The estate of Jonathan Draper (trading as Draper & Co and W M Draper)”.
7. Initially, the respondent did not enter a Response (ET3) to the Five Claimants’ claims within the required period. However, an extension of time was granted in order that the respondent could defend the claim. The delay in responding to the claim arose due to Mr J Draper’s sisters, Ms Atherton and Ms Collar, seeking

to represent their brother's estate, but there was an unavoidable delay in obtaining the appropriate documentation to do so. They are now the respondent's personal representatives, and so have capacity to represent the respondent.

8. Mr L Draper, on learning about the claims of the Five Claimants, considered that it was possible he too may have a claim against his son's estate. As such, he approached ACAS and undertook the early conciliation process between 6 and 7 July 2023. He entered his claim form on 10 July 2023 (3307826/2023).
9. The claimants brought the claims set out in the table below. The specific sums sought, and the respondent's position on those sums are set out in Schedule 1 attached to this Judgment.

	Wages	Notice pay	Holiday pay	Redundancy pay
Bentick-Hill	X	X	X	X
Draper	X	X	X	
Fryer	X	X	X	X
Hurdle	X	X	X	
Norris	X Including overtime	X	X	X
Tuttle	X	X	X	X

10. Many of the claimants' claims in terms of quantum (amount of money) were agreed, subject to their claims succeeding. Please see Schedule 1 for details of areas of agreement and areas of dispute.

Issues

11. The issues regarding the disputed areas that I was required to determine were as follows:

11.1. Did the claimants' contracts of employment subsist beyond 8 November 2022, or were they terminated on that date? This issue

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impacts the amount of unpaid wages due to all claimants and, in Mrs Bentick-Hill's case, her redundancy payment;

11.2. *Are the claimants entitled to recover notice pay?*

11.3. *Other disputes particular to each claimant are recorded immediately below:*

Mr L Draper

11.4. *This claim was presented outside the primary time period of three months, therefore the Tribunal must consider:*

11.4.1. *Was it reasonably practicable for the claim to be made to the Tribunal within the time limit?*

11.4.2. *If it was not reasonably practicable for the claim to be made to the Tribunal within the time limit, was it made within a reasonable period?*

Mrs Hurdle

11.5. *If the claimant's contract subsists past 8 November 2022, did she work 5 or 6 days after that date? (Mrs Hurdle conceded in the course of the hearing that it was 5 days)*

11.6. *If the claimant is entitled to notice pay, was her notice period four weeks or twelve weeks?*

Mrs Norris

11.7. *It is agreed that the claimant did a forty-hour week over four days. However, the claimant says that her holiday pay should be calculated on a daily rate of 10 hours (40 divided by 4), whereas the respondent argues it should be 8 hours (40 divided by 5).*

11.8. *The claimant worked across both W M Draper and Draper & Co Ltd. As such, she is unclear as to whether she is entitled to one or two redundancy payments. The respondent argues that she is only entitled to one.*

Findings of fact

12. This is a hugely sad case where the dispute arises from the death of an individual, Mr J Draper. He ran two businesses as a sole trader, Draper & Co Solicitors and W M Draper.
13. He had dedicated staff, including his own father, Mr L Draper, who was a qualified solicitor, initially a partner in the firm, but latterly a consultant. The majority of Mr Draper's staff had been with him for years.

Mrs Norris' holiday pay

14. On a discrete point that is relevant to Mrs Norris' holiday pay claim, I find that she worked four days a week, and contractually she was required to undertake 40 hours of work. Each day Mrs Norris worked, she therefore did a 10-hour day.
15. It is common ground between the parties that Mrs Norris is entitled to 14.38 days' holiday. Her pay was an hourly rate of £19.32.

Events following Mr J Draper's death

16. Completely unexpectedly, Mr J Draper passed away on 8 November 2022. He died intestate. That meant his next of kin would be his personal representative, although no-one had authority to deal with the estate until they had applied and been granted Letters of Administration. In November 2022, none of Mr J Draper's family had Letters of Administration for his estate, therefore no-one had authority to deal with that estate.
17. Mr J Draper's sisters, Ms Atherton and Ms Collar, found out the news about his passing on 8 November 2022, late in the evening. They understandably decided to wait until the following morning to tell their father.
18. On 9 November 2022, Mr L Draper and Ms Collar attended the work-place. They also attended on 10 November 2022.
19. On 17 and 18 November 2022, the following week, Mr L Draper attended the work place with his other daughter, Ms Atherton.

20. It is alleged that various conversations took place between the parties between 9 and 18 November 2022. On 18 November 2022, following one such conversation, the Five Claimants stopped work and walked out.

21. My findings on the relevant conversations are as follows:

Conversation regarding legal advice

22. At some point in that first week after Mr J Draper's death, Mrs Bentick-Hill telephoned an employment lawyer to ask for some advice. She was told that the Five Claimant's contracts were terminated on the day of Mr J Draper's death, that they were under no obligation to work and that they should walk out.

23. Mrs Bentick-Hill in her statement said that this happened on 9 November 2022, however she accepted in evidence that it may not have been that day, but that it was definitely in the first week after Mr J Draper's death. The fact that it was in that first week is supported by other claimants' evidence and I accept this evidence.

24. I find that it does not matter exactly when this information was gleaned within that first week.

Conversation with Mr L Draper

25. There was a conversation in which Mr L Draper is said to have reassured the Five Claimants that they would receive payment for any work done after 8 November 2022. Such conversation appears to have taken place on or around 17 November 2022. Both Mrs Bentick-Hill and Ms Atherton make reference in their statements to Mr L Draper telling the Five Claimants that all would be done to ensure staff get paid for work done after Mr J Draper's death.

26. I find that Mr L Draper did indeed seek to reassure the Five Claimants that they would be paid for the work done after 8 November 2022. I find that nothing was discussed about the logistics of that payment, in terms of who would be responsible for that payment, and/or the mechanics. For example, would Mr L Draper make a loan to the two firms? None of the claimants (understandably) had thought through the logistics of such payment. It was common ground that no-one sought to discuss the technical legal position of the claimant's employment at the time.

27. I find that Mr L Draper made a sweeping statement said with the best intention of providing reassurance to a team who had always been loyal to Mr J Draper, his firm and clients.

28. These findings are based on the oral evidence I heard from all the claimants. Mr L Draper told me:

“I communicated and I can’t confirm that it was an assurance that they would be paid, but there was a reasonable expectation that they would be”

29. Mrs Norris’s evidence on this was that Mr L Draper told her to reassure her colleagues that “wages would be covered” and that “they need not worry”.

30. Mr L Draper obtained advice on the legal position regarding “intermeddling” in an estate’s business on or around 17 November 2022. Following this, he told the Five Claimants as soon as possible, on 18 November 2022, that he could not sort out their pay due to the risk of being deemed to have intermeddled.

31. At that stage, the Five Claimants stopped working and walked out.

The sisters’ understanding

32. I find that Ms Atherton and Ms Collar were understandably not clear on the legal situation, and did not find out about the advice the Five Claimants had obtained until 16 November 2022. I have seen WhatsApp messages between the sisters that indicate a note of surprise as to this development - [30].

33. Both sisters wanted the claimants to keep working, if possible, immediately after their brother’s death. This is demonstrated in a WhatsApp message between the two, which reads - [31]:

“currently correspondence is still active and we need people to answer the phones”.

34. I heard evidence from various claimants to the effect that the tenor of what was being said by Ms Atherton and Ms Collar was a request to continue working while everyone found their feet in these novel circumstances (for example, the evidence of Miss Tuttle and Mrs Norris). This evidence tallies with the contemporaneous WhatsApp message cited above. I accept that Ms Atherton and Ms Collar’s wish was that the staff continue working in the immediate

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aftermath of their brother's death. However, I do not accept any suggestion that the sisters intended staff to keep working, knowing that the claimants were not entitled to be paid for that work (i.e. knowingly asking them to work for free). Having heard evidence from both sisters, I accept that their actions at this difficult time were all genuine and done in good faith.

35. What is very clear to me is that all parties were trying to do their best, to help each other, the business and clients navigate these new uncharted waters. I accept that no-one knew categorically the legal position, and that the main desire was to "keep the ship afloat" in the aftermath of Mr J Draper's death.

36. I am also satisfied that all parties and witnesses have been honest and well-meaning during this process. I understand that no-one wanted a fight over this. Litigation has been an unfortunate necessity due to the legal position of the administrators of Mr J Draper's estate, and to ensure clarity and security for all sides.

Mr L Draper bringing his claim late

37. Mr L Draper's son had just passed away, and he and his family were attempting to deal with the fall out of this.

38. Although Mr L Draper is a lawyer, he told me that he is not familiar with employment law. It simply did not occur to him that he may have a claim. I accept this evidence. Although he was an employee, his concerns were understandably more about the family and the businesses, rather than his individual position as an employee.

39. I also accept his evidence that it only occurred to him that he may have a claim as an employee once the Five Claimants started to put in their claims, and the meaning of those claims started to sink in. Mr L Draper was credible and reliable in his evidence on these issues, and was not challenged on them.

Law

Contractual position beyond 8 November 2022

40. Where the contract of employment is with an individual employer rather than a company, the death of that individual will automatically dissolve the contract (unless there is an express or implied stipulation to the contrary) - Farrow v Wilson 1869 LR 4 CP 744 (Court of Common Pleas).

41. Three statutory provisions protect employees in such situations:

41.1. S136(5) of the Employment Rights Act 1996 (“ERA”) – death of the employer is deemed to be a dismissal for the purposes of the redundancy scheme;

41.2. S218(4) ERA – the death of an employer does not break continuity of employment if the employee is then employed by the deceased’s personal representatives or trustees.

41.3. S206(1) ERA – claims may be brought against the employer if they were outstanding at the time of the death, and may be defended by a personal representative of the employer.

42. This means in short that, where an employer dies, his employees are deemed to have been dismissed by way of redundancy.

43. The contracts are classed as frustrated, meaning that the contracts are automatically terminated on the day of death. This also means that all parties are released from their contractual obligations as at the date of death. This includes the respondent’s obligation to pay notice pay.

44. This means there is no entitlement to claim notice pay or unfair dismissal, although none of the claimants here have made dismissal claims.

45. Employees are entitled to unpaid wages and holiday pay accrued at the date of termination of employment.

46. Employees are also entitled to statutory redundancy pay.

47. The only circumstances in which there would be found to be no dismissal by redundancy would be when the personal representative of the estate offers to renew the employee’s contract and the employee accepts this offer.

48. On this point, the Employment Appeal Tribunal (“EAT”) in Ranger v Brown and ors [1978] ICR 603 made it clear that, after a death, there is often a period of uncertainty, and a desire to keep the business in question going. This means

that often staff will continue working for a short period after the death. The EAT held that such circumstances are not enough to demonstrate the existence of a binding offer and acceptance giving rise to a renewal or re-engagement of employment.

49. In order for it to be found that an employee's contract was renewed, or that the employee was re-engaged, there must either be an express agreement between the employee and the personal representative, or circumstances from which such an agreement could be implied. The existence of an implied agreement is a question of fact for the Tribunal. In determining this point, the Tribunal must consider whether, taking into account any conversation, the length of time elapsed since the death, and any surrounding circumstances, the factual matrix is only consistent with an agreement that the employment continue.

Time limits

50. Mr L Draper's claim for unpaid wages is brought under s13 ERA. S23 ERA sets out the time limit for such a claim as follows:

“(4) Where the employment tribunal is satisfied that it was not reasonably practicable for a complaint under this section to be presented before the end of the relevant period of three months, the tribunal may consider the complaint if it is presented within such further period as the tribunal considers reasonable”.

51. In terms of the reasonably practicable test, the legislation provides a two-stage test for tribunals:

51.1. Firstly, the tribunal must be satisfied that it was not reasonably practicable for the claimant to have presented his claim in time; and

51.2. Secondly, if it was not reasonably practicable, the tribunal must be satisfied that the period from 7 February 2023 (the primary time limit) to 6 July 2023 was a reasonable further period to enter his claim.

52. The burden of proof regarding both limbs of this test falls to the Claimant.

Reasonably practicable

53. The first question must be why the primary time limit of 7 February 2023 was missed. Then I must ask whether, notwithstanding those reasons, was the timely presentation of the claim still reasonably practicable.

54. The meaning of “reasonably practicable” has been held to mean “*reasonably feasible*” – Palmer & Saunders v Southend-on-Sea Borough Council [1984] 1 All ER 945. What is “*reasonably feasible*” has been held to sit somewhere between the two extremes of what is reasonable, and what is physically possible.
55. Where the reason for missing the primary time limit is said to be ignorance or mistake, the question remains whether, in all the circumstances, it was reasonably practicable for a litigant to have presented the claim in time.
56. The Court of Appeal has stated, in a case of mistake, that the term “*reasonably practicable*” should be given liberal meaning so as to favour a claimant – Lowri Beck Services Ltd v Brophy (12 December 2019, unreported). One factor of relevance to ignorance/mistake cases will be whether a claimant has instructed a professional adviser. Where a litigant has no professional advice, they need only show that their ignorance or mistake was reasonable. Brandon LJ in Wall’s Meat Co Ltd v Khan [1979] ICR 52 held:

“The performance of an act, in this case the presentation of a complaint, is not reasonably practicable if there is some impediment which reasonably prevents, or interferes with, or inhibits, such performance. The impediment may be physical, for instance the illness of the complainant or a postal strike; or the impediment may be mental, namely, the state of mind of the complainant in the form of ignorance of, or mistaken belief with regard to, essential matters. Such states of mind can, however, only be regarded as impediments making it not reasonably practicable to present a complaint within the period of three months, if the ignorance on the one hand, or the mistaken belief on the other, is itself reasonable. Either state of mind will, further, not be reasonable if it arises from the fault of the complainant in not making such inquiries as he should reasonably in all the circumstances have made ...”

Reasonable period

57. What is considered reasonable depends on the circumstances at the time. It is not just a question of the period that has passed since the expiry of the limitation period. A delay of almost five months has been found to be reasonable – Locke v Tabfine Ltd t/a Hands Music Centre UKEAT/0517/10. Having said that, the tribunal does not have unfettered discretion to permit claims to continue, regardless of the length of delay – Westward Circuits Ltd v Read [1973] ICR 301. The length of delay is one factor to be considered, but not to the exclusion of all other relevant factors in any given case – Marley (UK) Ltd v Anderson [1994] IRLR 152.
58. A claimant must present his claim as soon as possible once the impediment stopping him having presented the claim in the initial three-month period is removed.

59. It is necessary to consider the relevant circumstances throughout the period of delay and, at each point, what knowledge the Claimant had, and what knowledge he should have had if he had acted reasonably in all the circumstances – Northumberland County Council v Thompson UKEAT/209/07.

60. In terms of Mr L Draper's redundancy payment claim, that is brought under s135 ERA. Time limits for such a claim are set out at s64 ERA as follows:

“(1) An employee does not have any right to a redundancy payment unless, before the end of the period of six months beginning with the relevant date –

...

(c) a question as to the employee's right to, or the amount of, the payment has been referred to an employment tribunal,

...

(2) An employee is not deprived of his right to a redundancy payment by subsection (1) if, during the period of six months immediately following the period mentioned in that subsection, the employee –

...

(b) refers to an employment tribunal a question as to his right to, or the amount of, the payment,

...

And it appears to the tribunal to be just and equitable that the employee should receive a redundancy payment.

(3) In determining under subsection (2) whether it is just and equitable that an employee should receive a redundancy payment and employment tribunal shall have regard to –

(a) the reason shown by the employee for his failure to take any such step as is referred to in subsection (2) within the period mentioned in subsection (1) and

(b) all the other relevant circumstances”.

61. The accepted approach to be taken to exercising the tribunal's discretion in “just and equitable” cases is to take into account all the factors in a particular case that the tribunal considers relevant, including the length of and reasons for delay

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– Adedeji v University Hospitals Birmingham NHS Foundation [2021] EWCA Civ 23. The strengths and weaknesses of the claim may also be relevant (but not definitive) to a decision on extending time – Lupetti v Wrens Old House Ltd 1984 ICR 348.

62. The tribunal must consider the balance of prejudice to the parties if the extension is granted or refused – Rathakrishnan v Pizza Express (Restaurants) Ltd 2016 ICR 283.

Conclusions

Employment beyond 8 November 2022

63. The first question I need to consider is “did the claimants’ contracts of employment subsist after 8 November 2022?”. The Five Claimants rely on the assurances of Mr L Draper as leading to a renewal of their contracts.

64. I conclude that the contracts terminated by way of redundancy on 8 November, for the following reasons:

64.1. Mr L Draper was not the personal representative of Mr J Draper’s estate, therefore any representations he made could not be binding on the respondent;

64.2. In any event, even if he were the personal representative with authority, nothing he said was sufficiently certain to equate to an offer of continued employment. The remarks from Mr L Draper, as I have found them to be, were vague reassurances as opposed to a clear offer to renew the Five Claimants’ contracts;

64.3. As such, even if Mr L Draper was the personal representative, I find that there was no express offer that had the effect of renewing the Five Claimants’ contracts;

64.4. There were also no circumstances from which an agreement to continue the Five Claimants’ employment could be implied. They walked out only 10 days after Mr J Draper’s death and there had been no clear communication that their contracts would be renewed. This is precisely the situation the EAT envisaged in Ranger: when people are acting purely in an attempt to keep things ticking over in the wake of a death,

this is not enough to infer the existence of a renewed contract of employment.

65. Further, the conversations that were held were in no way sufficiently detailed to mean that a completely new “mini-contract” was made between the parties for payment for work up to 18 November 2022.

66. Therefore, I find that no pay is due for days worked after 8 November 2022.

67. This means that Mrs Bentick-Hill's redundancy payment will be based on 4 years of service, not 5 years.

Notice pay

68. It is a mechanism of the law that, on an employer passing away, the contract simply automatically ends, with no rights for employees to claim wrongful dismissal (notice pay) or unfair dismissal. I have set this out in the “Law” section above.

69. The only claims or payments that can be sought by employees are for unpaid wages to the date of termination, accrued holiday pay and any redundancy payment.

70. I therefore conclude that, legally, the claimants are not entitled to notice pay.

Mr L Draper's claim and time limits

71. In light of my findings as to the reasons why Mr L Draper did not bring his claim within the primary time limit, I consider it was not reasonably practicable for Mr L Draper to have entered the claim by 7 February 2023. He was unaware of his right to do so until the Five Claimant's claims started to come in, and the meaning of those claims and their implications for him as an employee dawned on him. I accept that this was a barrier that impeded him from complying with the primary time limit.

72. I find that Mr L Draper approached ACAS as soon as was reasonably practicable. His ignorance of his right to claim was reasonable in the above circumstances, and he acted to present his claim as soon as that impediment was lifted.

73. He entered his claim within a reasonable period once he became aware of his rights and the applicable time limits having spoken to ACAS.

74. His claims were therefore brought in time under s23(4) ERA.

75. The test of “just and equitable” under s164 ERA is a much broader test. I have already accepted Mr L Draper’s reasons for bringing his claims late, and found that they were presented as soon as he knew he was able to bring a claim. Further, his claims are well-founded, and it would be prejudicial to him to keep him for a meritorious claim purely on the basis of time limits. In terms of prejudice to the respondent, Ms Allerton and Ms Collar did not suggest that there would be any particular prejudice. Evidently, the respondent will have to pay out more money to Mr L Draper, but given that he is family and the family relationships are amicable, no point was made on this front.

76. I therefore conclude that the claimant presented his redundancy payment claim within such period as was just and equitable.

Mrs Hurdle

77. The two individual issues relating to Mrs Hurdle fall away in light of my conclusions that her contract terminated on 8 November, and she was not entitled to notice pay.

Mrs Norris’ employment status

78. Mrs Norris was employed by Mr J Draper, but worked for both firms. As such, she was uncertain about which entity she was attached to, and whether she should be entitled to two redundancy payments.

79. The letter at [104] makes it clear that Mrs Norris has only one employer. She is therefore entitled to receive one redundancy payment, calculated on the basis of her whole salary across both firms, of £19.32 for 40 hours a week.

Mrs Norris’ holiday pay

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80. The amount of holiday owed to Mrs Norris had been worked out in days. As I have set out in my findings above, Mrs Norris worked 10 hour days at a rate of £19.32. Therefore, the correct calculation for holiday pay is to use 10 hours as the daily number of hours worked.

81. Those conclusions provide the following outcomes for the claims:

	Unpaid wages	Holiday pay	Redundancy pay
Norris	£3,061.50	£2,778.22	£15,702.50
Tuttle	£411.60	£135.32	N/A
Fryer	£276.24	£555.24	£8,287.20
Hurdle	£392	£259.77	N/A
Bentick-Hill	£193.50	£240.34	£1,158.30
Draper	£205.12	N/A	£5,400

Employment Judge Shastri-Hurst

Date: 1 August 2024

REASONS SENT TO THE PARTIES ON

.....2 August 2024.....

FOR THE TRIBUNAL OFFICE

Schedule 1

	Wages	Notice pay	Holiday pay	Redundancy pay
Bentick-Hill	<p>£193.50 up to 08.11.22</p> <p><i>Respondent agrees this</i></p> <p>£193.05 after 08.11.22</p> <p><i>Respondent denies liability but agrees figure</i></p>	<p>£772.20</p> <p><i>Respondent denies liability but agrees figure</i></p>	<p>£240.34</p> <p><i>Respondent agrees this</i></p>	<p>£1158.30 if 4 years' service</p> <p>£1351.30 is 5 years' service</p> <p><i>Respondent agrees with the figures, needs the ET to determine length of service</i></p>
Draper	<p>£205.12 up to 08.11.22</p> <p><i>Respondent agrees this</i></p> <p>£256.40 after 08.11.22</p> <p><i>Respondent denies liability but agrees figure</i></p>			<p>£5,400</p> <p><i>Respondent agrees this</i></p>
Fryer	<p>£276.24 up to 08.11.22</p> <p><i>Respondent agrees this</i></p> <p>£460.40 after 08.11.22</p> <p><i>Respondent denies liability but agrees figure</i></p>	<p>£3,314.88</p> <p><i>Respondent denies liability but agrees figure</i></p>	<p>£555.24</p> <p><i>Respondent agrees this</i></p>	<p>£8,287.20</p> <p><i>Respondent agrees this</i></p>

Hurdle	<p>£392 up to 08.11.22</p> <p><i>Respondent agrees this</i></p> <p>£588 after 08.11.22 (6 days)</p> <p><i>Respondent denies liability and disputes figure should be for 5 days</i></p>	<p>£3,528 (12 weeks)</p> <p><i>Respondent denies liability and says figure should be for 4 weeks</i></p>	<p>£259.77</p> <p><i>Respondent agrees this</i></p>	
Norris	<p>£772.80 up to 08.11.22</p> <p>Plus overtime of £2,288.70</p> <p><i>Respondent agrees these two figures totalling £3,061.50</i></p> <p>£1,352.40 after 08.11.22</p> <p><i>Respondent denies liability but agrees figure</i></p>	<p>£9,273.60</p> <p><i>Respondent denies liability, but agrees figure</i></p>	<p>£2,778.22</p> <p><i>Respondent agrees that holiday is owed, but argues figure should be £2,222.57</i></p>	<p>£10,626 from each firm = £21,252</p> <p>Or in the alternative</p> <p>£15,702</p> <p><i>Respondent disputes figures, and calculates £15,417</i></p>
Tuttle	<p>£411.60 up to 08.11.22</p> <p><i>Respondent agrees this</i></p> <p>£548.80 after 08.11.22</p> <p><i>Respondent denies liability but agrees figure</i></p>	<p>£343</p> <p><i>Respondent denies liability but agrees figure</i></p>	<p>£135.32</p> <p><i>Respondent agrees this</i></p>	

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