



EMPLOYMENT TRIBUNALS

Claimant: Mr S Mockl

Respondent: (1) Simpson Furniture (Bury) Limited
(2) Simpson Interiors Limited

Heard at: Manchester Employment Tribunal

On: 06 September 2024

Before: Employment Judge M Butler

Representation

Claimant: Mr E Stack (Lay representative)

Respondents: No attendance

JUDGMENT

1. The second respondent is the correct identity of the entity that had employed the claimant. The claims brought against the first respondent are dismissed in their entirety.
2. The claimant was paid a gross salary of £26,000 per year. And received £2,166.67 gross pay per month, and £500 gross pay per week.
3. The second respondent made unlawful deductions from the claimant's wage in the gross sum of £9,558.64. The second respondent is ordered to pay the claimant the gross sum of £9,558.64. This is made up of the following:
 - a. Unpaid wages for November 2022, in the gross sum of £2,166.67.
 - b. Unpaid wages for December 2022, in the gross sum of £2,166.67.
 - c. Unpaid wages for January 2023, in the gross sum of £2,166.67.
 - d. Unpaid wages for February 2022, in the gross sum of £1,000.
 - e. Unpaid holiday pay, outstanding on termination, in the gross sum of £1,300 (equating to 13 days holiday pay).
 - f. Unpaid commission, calculated as per contract, in the gross sum of £758.63.
4. The tribunal is applying a 10% increase on the award made for unlawful deductions from wages, in circumstances where the claimant (alongside others) raised his pay

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issues with the second respondent, who made no attempt to resolve the matter. This uplift is in the sum of £955.86. The total award for unlawful deduction from wages, taking into account the uplift for failure by the second respondent to comply with ACAS code of practice is £10,514.50.

5. The second respondent has breached the claimant's contract of employment in respect of contractual notice and in respect of expenses that have arisen during employment. The respondent is directed to pay the claimant the gross sum of £6,500.01 (for notice pay), that being the pay the claimant would have received during his contractual 3 months' notice and the sum of £503.90 for employment expenses. This is a total sum of £7,003.91.
6. The tribunal is applying a 10% increase on the award made for breach of contract, in circumstances where the claimant (alongside others) raised his pay issues with the second respondent, who made no attempt to resolve the matter. This uplift is in the sum of £700.39. The total award for unlawful deduction from wages, taking into account the uplift for failure by the second respondent to comply with ACAS code of practice is £7,704.30.
7. The total award to the claimant, payable by the second respondent is the sum of £18,218.80.
8. The other matters referred to in the schedule of loss are outside of the jurisdiction of the employment tribunal, and no other awards are made.

Employment Judge **M Butler**

Date_06 September 2024_____

JUDGMENT SENT TO THE PARTIES ON
10 September 2024

FOR THE TRIBUNAL OFFICE

Public access to employment tribunal decisions

Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.

Recording and Transcription

Please note that if a Tribunal hearing has been recorded you may request a transcript of the recording, for which a charge may be payable. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings, and accompanying Guidance, which can be found here:

<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>



NOTICE

THE EMPLOYMENT TRIBUNALS (INTEREST) ORDER 1990 ARTICLE 12

Case number: **2400020/2023**

Name of case: **Mr S Mockl** v **1. Simpson Furniture (Bury) Ltd**
2. Simpson Interiors Ltd

Interest is payable when an Employment Tribunal makes an award or determination requiring one party to proceedings to pay a sum of money to another party, apart from sums representing costs or expenses.

No interest is payable if the sum is paid in full within 14 days after the date the Tribunal sent the written record of the decision to the parties. The date the Tribunal sent the written record of the decision to the parties is called **the relevant decision day**.

Interest starts to accrue from the day immediately after the relevant decision day. That is called **the calculation day**.

The rate of interest payable is the rate specified in section 17 of the Judgments Act 1838 on the relevant decision day. This is known as **the stipulated rate of interest**.

The Secretary of the Tribunal is required to give you notice of **the relevant decision day, the calculation day, and the stipulated rate of interest** in your case. They are as follows:

the relevant decision day in this case is: 10 September 2024

the calculation day in this case is: 11 September 2024

the stipulated rate of interest is: **8% per annum**.

Mr S Artingstall
For the Employment Tribunal Office

GUIDANCE NOTE

1. There is more information about Tribunal judgments here, which you should read with this guidance note:

www.gov.uk/government/publications/employment-tribunal-hearings-judgment-guide-t426

If you do not have access to the internet, you can ask for a paper copy by telephoning the Tribunal office dealing with the claim.

2. The payment of interest on Employment Tribunal awards is governed by The Employment Tribunals (Interest) Order 1990. Interest is payable on Employment Tribunal awards if they remain wholly or partly unpaid more than 14 days after the **relevant decision day**. Sums in the award that represent costs or expenses are excluded. Interest starts to accrue from the day immediately after the **relevant decision day**, which is called **the calculation day**.
3. The date of the **relevant decision day** in your case is set out in the Notice. If the judgment is paid in full by that date, no interest will be payable. If the judgment is not paid in full by that date, interest will start to accrue from the next day.
4. Requesting written reasons after you have received a written judgment does **not** change the date of the **relevant decision day**.
5. Interest will be calculated as simple interest accruing from day to day on any part of the sum of money awarded by the Tribunal that remains unpaid.
6. If the person paying the Tribunal award is required to pay part of it to a public authority by way of tax or National Insurance, no interest is payable on that part.
7. If the Secretary of State has claimed any part of the sum awarded by the Tribunal in a recoupment notice, no interest is payable on that part.
8. If the sum awarded is varied, either because the Tribunal reconsiders its own judgment, or following an appeal to the Employment Appeal Tribunal or a higher court, interest will still be payable from **the calculation day** but it will be payable on the new sum not the sum originally awarded.
9. The online information explains how Employment Tribunal awards are enforced. The interest element of an award is enforced in the same way.