



# EMPLOYMENT TRIBUNALS

**Claimant:** Ms K Jupatovaite

**Respondent:** Fast Despatch Logistics

## RECORD OF A PRELIMINARY HEARING

**Heard at:** Watford (CVP)

**On:** 23 September 2024

**Before:** Employment Judge S Moore (sitting alone)

### Appearances

**For the Claimant:** In person

**For the Respondent:** No appearance or representation

## JUDGMENT

- (1) The claim of unfair dismissal is dismissed.
- (2) The claim of discrimination on grounds of gender reassignment is dismissed.
- (3) The claim of pregnancy discrimination succeeds pursuant to ss. 18(2)(a) & 41(1)(b) of the Equality Act 2010.
- (4) The Claimant is entitled to compensation in the total sum of £9,530 (comprising £5,530 in respect of compensation for lost earnings and £4,000 for injury to feelings).

## REASONS

### Introduction

1. The Claimant was employed by the Respondent between 9 May 2022 and 24 April 2023.
2. On 26 September 2023 she brought a claim for unfair dismissal and for discrimination on the grounds of gender reassignment and pregnancy or maternity.
3. In her Claim Form she stated her last working day with the Respondent was on 24 April 2023.
4. She complained that:
  - Throughout the day of 24 April 2023 the business owner, Georgi Yovkov closely monitored her activities which made her feel self-conscious and uncomfortable.
  - During her shift the shift manager, Toni Todorov, told the Claimant he had disclosed the fact of her pregnancy to Georgi Yovkov, which the Claimant considered a violation of her privacy.
  - During a conversation with the Claimant Mr Todorov said to the Claimant “no one wants to work with you,” which the Claimant considered related to her pregnancy. Subsequently, the Claimant spoke to eight of her colleagues from the first shift who said that they hadn’t raised any such concerns with Mr Todorov.
  - The Claimant wanted to discuss matters with Mr Yovkov but he had already left the premises.
5. On 3 July 2024 the Claimant was informed the Respondent had failed to present a valid response in time but an Employment Judge had decided it was necessary to have a hearing to determine the claim.
6. The matter was set down for this 2-hr hearing to decide whether a judgment should be issued and, if so, what remedy or compensation the Claimant should be entitled to.

**The evidence**

7. In evidence the Claimant said that she had a contract with an employment agency (Extra Staff) and worked for the Respondent as an agency worker. She had started work for the Respondent in May 2022 but was let go in July 2022. A few weeks later she was invited back in the role of Team Leader. She lost that position in December 2022 and was reassigned to sortation duties on the conveyor belt line.
8. In February 2023 she discovered she was pregnant. She told her line manager, Mr Todorov, because she required support in respect of lifting and sorting some of the heavier items from the conveyor belt. She also told some of her colleagues. Mr Todorov was supportive but said the Claimant should not tell Mr Yovkov, “the big boss” about her pregnancy because he would terminate her placement.
9. On 24 April 2023 the Claimant noticed Mr Yovkov watching her closely. Mr Todorov subsequently came over the Claimant and told her he had told Mr

Todorov about her pregnancy because it was starting to be visible. He also told the Claimant that “no one wanted to work with her”, which the Claimant took to be a comment about her pregnancy. The Claimant was shocked and upset. She went and spoke to her colleagues who denied saying any such thing. The Claimant went back to talk to Mr Todorov and had an emotional conversation with him, and Mr Todorov couldn't explain what he had meant by telling the Claimant nobody wanted to work with her.

10. The Claimant asked to speak with Mr Yovkov but was told he had already gone home.
11. First thing the next morning the Claimant received a telephone call from the agency saying the Respondent had terminated her placement. The Claimant said she was shocked and upset because it was her worst fears coming true but that she was a strong person.
12. The Claimant's baby was born on 9 November 2023. Between the termination of her placement with the Respondent and the birth of her baby the Claimant said she worked a total of about 3 weeks pursuant to a placement from the agency. She didn't join any other agency or look for other work, partly because she thought she would be discriminated against again because of her pregnancy, partly because it was hard to find anything a suitable distance from her home because she and her husband share one car. However had her placement with the Respondent not been terminated she would have carried on working up until the birth of her baby because she remained fit and well throughout her pregnancy. The Claimant gave further evidence that her net wage was £395.00 per week.

### **Findings**

13. The Claimant was not an employee of the Respondent and accordingly her complaint of unfair dismissal is dismissed.
14. Further there is no evidence the Claimant has had gender reassignment or been subject to any treatment on the grounds of actual or perceived gender reassignment, and she indicated she had ticked that box on the Claim Form by mistake. Accordingly, the complaint of discrimination on grounds of gender reassignment is dismissed.
15. However, on the basis of the limited evidence before me, I am satisfied the Claimant was a contract worker within the meaning of s.41 of the Equality Act 2010 (EqA).
16. Further, on the evidence before me I am satisfied the Claimant was treated unfavourably because of her pregnancy within the meaning of s.18 EqA, in that her placement with the Respondent was terminated because of her pregnancy.
17. Accordingly, I am satisfied that the Respondent discriminated against the Claimant within the meaning of s.41(1)(b) EqA by not allowing the Claimant to continue to do the contract work in question.
18. As regards the level of compensation to which the Claimant is entitled, she has claimed compensation for 28 weeks' pay (up until the birth of her baby, taking account of the 3 weeks for which she worked).

19. I consider that the fact the Claimant didn't work during this time is partially attributable to the fact her placement was terminated and partially attributable to her own decision not to be more proactive in seeking out work. I therefore find she is entitled to compensation in respect of lost earnings for half of the weeks claimed, namely 14 weeks. This amounts to £5,530 (14 x £395).

20. I also find that the Claimant is entitled to an award of injury to feelings and, further, that this should fall into the lower end of the Vento guidelines, given that the discrimination itself was essentially a one-off act, which, although upsetting, appears to have caused the Claimant financial hardship rather than long-lasting emotional distress. I therefore consider an appropriate amount of compensation is £4,000.

21. This makes a total award of compensation of £9,530.00

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**Employment Judge S Moore**  
Date: 23 September 2024

Sent to the parties on:  
21 November 2024

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For the Tribunal:  
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