



EMPLOYMENT TRIBUNALS

Claimant	Mr C Poletti Ramirez
Represented by	Ms L Barroso, trades union representative
Interpreter	Ms P Lefevre
Respondent	Mira Foods International (UK) Ltd
Represented by	Did not appear and was not represented
Employment Judge	Ms A Stewart (sitting alone)

Held at: London Central by CVP

on: 27 May 2025

JUDGEMENT

1 The Claimant's complaint, under section 23 of the Employment Rights Act 1996, that he has suffered unlawful deductions from his wages, is well-founded and succeeds.

2 Accordingly, it is ordered that the Respondent pay to the Claimant the following sums:

- (i) £2,146.58 pence, being his net wages for September 2024 and his accrued holiday pay, plus
- (ii) £5,642.14 pence net, being his share of enforced gratuities/service charges for the period December 2023 to 15 September 2024.

Therefore, total ordered to be paid: £7,788.72 pence net.

Employment Judge Stewart

Date: 27 May 2025

Judgment sent to the parties on

.....29 May 2025.....

FOR THE TRIBUNAL OFFICE



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Interpreter	Ms P Lefevre
Respondent	Mira Foods International (UK) Ltd
Represented by	Did not appear and was not represented

REASONS

1 The Respondent has failed to enter a Response to the Claimant's claim by the deadline, or at all, and has failed to respond to the Tribunal's communications or to the Claimant and his representative.

2 The Tribunal heard evidence on oath from the Claimant and had before it the Claimant's Employment Contract, pay slips, the Respondent's closure of business letter to staff and other documents.

The Facts

3 The Claimant worked for the Respondent as a demi chef-de-partie at the Lusin restaurant, Mayfair, from 1 November 2022 until the restaurant was closed by the Respondent on 15 September 2024.

4 He was sent a payslip for September 2024 showing £2,146.58 net salary and accrued holiday pay owing to him, but he was in fact never paid this money.

5 The Claimant's share of staff gratuities/enforces service charges was always calculated, as shared out between all staff, and paid some months in arrears. The last time he was paid his share was £1,781.73 net, for the three month period July to September 2023, which was shown on his payslip for January 2024 and was actually paid to him late, in February/March 2024, after the intervention of his union representative.

6 He told the Tribunal that he was on leave for the months of October and November 2023 and back at work from the start of December 2023. He is therefore owed his share of gratuities for the period December 2023 until 15 September 2024, a period of 9.5 months. The Respondent having failed to respond to all requests for calculations, the best evidence available to the Tribunal today is a calculation based on the Claimant's last gratuities payment:

ie. £1,781.73 divided by 3 = £593.91 net per month x 9.5 months = £5,642.14 pence.

7 The Respondent sent an email letter to all staff on 2 September 2024 explaining that the restaurant would be closing on 15 September 2024, thanking everyone for all their hard work and promising that everyone would be paid their salary, accrued but untaken annual leave and accrued gratuities. Payment was never made to the Claimant, despite promises made in October 2024 that payment would be made in November 2024.

Conclusions

8 The Tribunal was satisfied on all the evidence before it that the Claimant is entitled to payment of his unpaid salary, accrued annual leave and gratuities. Judgment is given accordingly.

Employment Judge Stewart

Date 27 May 2025

Reasons sent to the parties on

29 May 2025

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FOR THE TRIBUNAL OFFICE
