



# EMPLOYMENT TRIBUNALS

**Claimant:** Ms Maria Puzitskaya

**Respondent:** Linkilaw Solicitors Limited

**Heard at:** London Central (by CVP)

**On:** 11 June 2025

**Before:** Employment Judge Duff

## REPRESENTATION:

**Claimant:** In person

**Respondent:** Mr Prince (Counsel)

## Applications

### Application to Amend:

1. The Claimant made an oral application to amend the ET1 in order to clarify the heads of claim from the facts identified on her ET1. The Respondent did not object. The claimant's application for an amendment was allowed for clarification purposes as it relied upon the same facts and figures outlined in the ET1 and schedule of loss, which were largely undisputed by the respondent.
2. Accordingly, the claimant's claims are presented under the following heads of claim:
  - a. Unpaid Holiday Pay
  - b. Wrongful Dismissal/Notice Pay
  - c. Unlawful deductions from wages consisting of:
    - i. Unpaid wages ('back pay')
    - ii. Unpaid wages ('gardening leave')
    - iii. Commission payments
    - iv. Unpaid wages under the Data Protection Officer contract

- d. In the alternative, breach of contract for the unpaid amounts under the Data Protection Officer contract.

### **Application for Strike Out**

3. The respondent made an oral application at the outset of the hearing for strike out of the claims in their entirety on the basis that the claimant had not complied with paragraph 6 of the case management order dated 19 February 2025. The application was dismissed as it was clear from the documents contained within the bundle, particularly emails sent to the respondent on 14 and 20 March 2025, that the claimant had been in compliance. By contrast, the respondent had failed to meet its disclosure obligations or comply with the terms of the order.

### **Preliminary Issues**

4. It was confirmed during the course of the hearing by counsel for the respondent that it accepted that the sums claimed under the heads of claim at paragraph 2(a), (b) and (c)(i) and (ii) above were incurred and had not yet been paid to the claimant. Accordingly, there was no defence to those claims, and they were not contested.
5. In addition, the respondent accepted that sums were due for unpaid commission payments under para 2(iii) above, however the lack of disclosure from the respondent regarding the amounts payable meant that the claimant was not able to be sure that all eligible payments had been included in the respondent's calculation of the sums. For the purposes of today's Final Hearing, and to ensure disposal of the claims without the need for further order/hearings, the claimant was content to accept the respondent's calculations of the sums as correct. Accordingly, the claim for unpaid commission was also not contested.
6. The respondent confirmed that, as per the termination letter dated 17 October 2024, there remained an ongoing obligation to pay the claimant commission of 20% of sums received from clients introduced to the respondent firm by the claimant during the course of her employment.
7. The claimant, taking note of the remedy cap on breach of contract claims of £25k, withdrew her claim for sums outstanding under the DPO contract outlined at paragraph 2(d) above.

# **JUDGMENT**

In the premises, the judgment of the Tribunal is as follows:

## Holiday Pay

1. The complaint in respect of holiday pay is well-founded. The respondent made an unauthorised deduction from the claimant's wages by failing to pay the claimant for holidays accrued but not taken on the date the claimant's employment ended.
2. The respondent shall pay the claimant **£4576.74** (gross). The claimant is responsible for paying any tax or National Insurance.

## Wages

3. The complaint of unauthorised deductions from wages is well-founded. The respondent made an unauthorised deduction from the claimant's wages in the period **01 January 2024 to 17 October 2024**.
4. The respondent shall pay the claimant **£34,232.96** (gross), consisting of:
  - a. Unpaid wages prior to 17 October 2024 (the 'Back Pay' element of the October 2024 and November 2024 payslips) of **£3478.26**;
  - b. Unpaid wages incurred during the claimant's period of 'Gardening Leave' (the 'Gardening Leave' element of the November 2024 payslip) of **£5652.17**;
  - c. The unpaid commission sums agreed in the amounts of **£2400** and **£22,702.53**.
5. The claimant's claim for unauthorised deduction from wages (or in the alternative, breach of contract) in relation to the sums claimed under the DPO contract is dismissed as withdrawn. This judgment does not affect the claimant's ability to bring those claims in the civil courts should she so choose.
6. The claimant is responsible for the payment of any tax or National Insurance.

## Notice Pay

7. The complaint of breach of contract in relation to notice pay is well-founded.
8. The amount owed under the claimant's contract of employment amounts to £30k, however this is limited by the statutory cap applicable to breach of contract claims in the Employment Tribunal under s10 of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994.
9. The respondent shall therefore pay the claimant **£25,000** as damages for breach of contract. 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.

**Total**

10. The respondent shall pay the claimant the total sum of £63,809.70 by 9 July 2025.

**Interest**

11. The claimant's claim for interest on the sums claimed is dismissed.

**Approved by:  
Employment Judge Duff  
11 June 2025**

Judgment sent to the parties on:

24 June 2025

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For the Tribunal:

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**Note**

Reasons for the judgment were given orally at the hearing. Written reasons will not be provided unless a party asked for them at the hearing or a party makes a written request within 14 days of the sending of this written record of the decision.

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