



# EMPLOYMENT TRIBUNALS

**Claimant:** Matteo Capobianco

**Respondent:** Mocarabia Limited

**Heard at:** London South (by CVP) **On:** 21 July 2025

**Before:** EJ O'Neill

**Representation**

**Claimant:** Mr Pullen, lawyer

**Respondent:** Mr Craporotti, lawyer

## JUDGMENT BY CONSENT

1. Pursuant to Rule 62 of the Employment Tribunal Rules of Procedure 2024, by consent of the parties, the judgment of the Tribunal is that the Claimant's claims for:
  - a. statutory redundancy payment,
  - b. notice pay,
  - c. holiday pay, and
  - d. outstanding wages,as brought and set out in the Claimant's employment tribunal claim form, succeed.
2. Upon the parties having agreed terms of settlement regarding the amount to be paid by the Respondent and accepted by the Claimant in satisfaction of the aforesaid claims, as set out in the schedule annexed to this Judgment, all such claims are dismissed.

# SCHEDULE

1. The Respondent agrees to pay and the Claimant agrees to accept the sum of £9,741.03 (NINE THOUSAND SEVEN HUNDRED AND FORTY-ONE POUNDS AND THREE PENCE) (the 'Settlement Payment') in full and final settlement of his claims before the Employment Tribunal under Case Reference 2306601/2024 and all and any claims that he has or may have arising out of or in connection with his employment by the Respondent and/or the termination thereof, save as to any rights he may have in relation to personal/industrial injury and or the Respondent's pension scheme ("the excepted claims"), and any claim to enforce this agreement ("Settlement Agreement").
2. The Claimant confirms that none of the excepted claims has been intimated at the time of entering into this Settlement Agreement.
3. Payment of the Settlement Payment agreed at clause 1 above shall be made in two instalments in the amounts and on the terms set out in clauses 3(i) to 3(iv) below:
  - i. An initial payment by direct bank transfer into the Claimant's nominated bank account of £3,500 (THREE THOUSAND FIVE HUNDRED POUNDS) on or by 4:00PM on Tuesday 22 July 2025 ("the first instalment").
  - ii. A second and final payment by direct bank transfer into the Claimant's nominated bank account of £6,241.03 (SIX THOUSAND TWO HUNDRED AND FORTY-ONE POUNDS AND SEVEN PENCE) within 7 days of the date of this Settlement Agreement ("the final instalment").
  - iii. Immediately upon making payments of the first instalment and the final instalments, the Respondent shall send confirmation of proof of payment by email to the Claimant or his legal representative.
  - iv. Marco Zanetti of Via Maraini n. 92, 7942, Savosa, Switzerland confirms that he is a director of the Respondent having its registered office at 19 Leyden Street, London, England, E1 7LE and that in acknowledgement and consideration of the Claimant entering into this Settlement Agreement with the Respondent hereby guarantees ("the guarantee") that, in the event of the Respondent defaulting for any reason and in any way whatsoever to make payment of the first instalment or the second instalment, he shall forthwith personally make payment in full of the Settlement Payment in the amount due and outstanding to the Claimant and undertakes to indemnify

the Claimant immediately on first demand without set-off or deduction in respect of all losses, claims, damages, costs and any other indebtedness which may arise.

4. Each party irrevocably agrees, for the sole benefit of the Claimant that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in 3. connection with this Settlement Agreement or its subject matter or formation. Nothing in this clause limits the right of the Claimant to take proceedings against the Respondent and/or Marco Zanetti (in his capacity of guarantor in relation to the guarantee provided in clause 3(iv) above) in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

Approved by:

**Employment Judge O'Neill**

**21 July 2025**

---

Sent to Parties.  
6 August 2025

## Notes

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision. If written reasons are provided they will be placed online.

All judgments (apart from judgments under Rule 51) and any written reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. 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:

[www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/](http://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/)