EMPLOYMENT TRIBUNALS

Claimant: Ms W LAM
Respondent DARK STAR ASSET MANAGEMENT LIMITED

Heard at London Central (by CVP)
On: 17-19/9/2025
Before: Employment Judge Mr J S Burns

Representation
Claimant: In person
Respondent: Ms Y Barlay (consultant)

JUDGMENT

The claims of unfair dismissal and wrongful dismissal fail and are dismissed.

REASONS

1. I heard evidence from the Claimant and her witness Mr Saif Ahmedi and then from the Respondents witnesses Mr S Mojaria and Mr S Sayeed. The documents were in a bundle of 241 pages.

2. The Respondent made an application to exclude the evidence of Mr Ahmedi, because he had entered into a COT3 agreement with the Respondent under which he had agreed not to make statements damaging to it. I refused the application as this is a matter between the Respondent and Mr Ahmedi and any such agreement does not bind the Tribunal or form a proper basis for excluding evidence which a party wishes to place before it. On the Claimant's application I made a witness order compelling Mr Ahmedi to give evidence.

Findings of fact

3. The Claimant, who is a fully qualified accountant, was employed from 1/8/2020 as the managing director of the Respondent (then called GWM London Ltd) which is an independent investment firm providing investment management services to individuals and institutions. It is authorised and regulated by the Financial Conduct Authority (FCA) and is subject to the MiFID Investment Firms Prudential Sourcebook.

4. MiFID II is a regulatory framework introduced by the European Union in 2018 to enhance investor protection, increase transparency, and standardize practices across EU financial markets. It restricts the inducements paid to investment firms or financial advisors by third parties for indirect access to their customers.

5. In the wake of MiFID II the FCA produced its own inducement rules which in summary any such payments (hereafter referred to as "introducer payments") can only be received or paid lawfully by a fund manager or financial advisor in limited circumstances in which there is an agreement in place with the client and the benefit of the fee is passed on to the client.

6. Mr Morjaria's evidence about this, which I accept is as follows: "*Introducer payments are fees paid to agents or third parties for introducing clients to a firm. While previously common in sectors such as pensions and investments, they are now considered high-risk and are subject to strict prohibitions. Under MiFID II, such payments may amount to unlawful inducements if they compromise a firm's duty to act in the best interests of clients. Under the Bribery Act 2010, they may also constitute unlawful conduct if they improperly influence client recommendations. These risks led to a series of regulatory restrictions, including the FCA's Retail Distribution Review (2012), which banned commission on retail investment advice, and the MiFID II inducements ban (2018), reinforced by FCA thematic reviews. Today, introducer arrangements are rarely used and, if permitted, require strict controls, full client disclosure in a durable medium, and senior-level oversight due to the significant legal and regulatory risks involved*."

7. The Claimant's responsibilities within the Respondent included human resources, finance, back-office operations and assisting with compliance. Examples of her compliance duties and responsibilities included: monitoring and ensuring the firm's ongoing compliance with FCA rules and regulations and maintaining and updating compliance policies, procedures, and registers.

8. She was junior to and was line-managed by Mr Ahmedi[1] who was the most senior director.

9. Mr Letta, who was also managed by Mr Ahmedi, had funds under management sent to the Respondent by introducers to whom unregulated payments had been and were being made by the Respondent.

10. In July 2022 the Claimant on behalf of the Respondent sought, and on 5/10/2022 finally obtained, formal legal advice from a law-firm Taylor Wessing on the subject of whether and if so how it could continue making introducer payments and the regulatory risks of doing so, and about the form of a possible introducer agreement which would allow these payments to be made lawfully. Having received the report, Mr Ahmedi and the Claimant decided that it would be too difficult and risky to take the matter further (in the sense of entering into formal agreements to cover introducer payments).

[1] The Claimant had known Mr Ahmedi for many years at other employers prior to the events discussed in these reasons. Also, both having left the Respondent's employment in late 2023, they both went to work for the same new employer.

11. In late 2022 Mr Mojaria became interested in purchasing the Respondent. He attended a series of meetings with the Claimant and Mr Ahmedi to find out more about the business and to carry out due-diligence enquiries. The Claimant took the lead in providing answers to his questions. Mr Morjaria's evidence was that he asked the Claimant how the Respondent had obtained clients and was told that it was "through networking". His evidence was also that he asked the Claimant if the Respondent used introducers and the Claimant said that it did not. The Claimant in her evidence said she could not remember whether or not she had given that answer. These questions and answers were not evidenced in writing at the time. On balance I prefer Mr Morjaria's evidence about this and find that the conversation did take place.

12. The negotiations continued into 2023 and Mr Morjaria's improved offer for the Respondent was accepted but could not be completed until FCA authority was received. During the waiting period the meetings between Mr Morjaria and Mr Ahmedi and the Claimant continued. During one such meeting in about March 2023 Mr Ahmedi asked Mr Morjaria what his view was on making introducer payments and Mr Morjaria replied that he did not favour using them (or words to that effect). Mr Ahmedi then dropped the subject.

13. On 30 June 2023, FCA permission had come through and DSAM Limited (controlled by Mr Morjaria) acquired GWM London Limited, which was subsequently renamed Dark Star Asset Management Limited (the Respondent) . On completion of the acquisition, Mr S Mojaria and Mr S Sayeed were appointed as Directors.

14. The Claimant, along with Mr Ahmedi and Mr Letta would have known at that point (i) that there was an established pattern of the Respondent making unregulated introducer payments - (hence the obtaining of the legal advice as to how the Respondent could put its house in order in this regard for the future) (ii) that the necessary steps advised by Taylor Wessing had not been taken (iii) that disguised introducer payments orchestrated by them had continued to be made in early 2023 and (iv) Mr Morjaria, who had made known his disapproval of introducer payments, was completing his purchase of the Respondent in ignorance of all this.

15. Mr Letta resigned from his employment and was been put on gardening leave on 15/9/23 following a hand-over of his clients and contacts.

16. In September 2023 Mr Morjaria and Mr Ahmedi met Mr Efun Chin, a solicitor of Mayfair Legal Limited. Mr Chin, was the "gatekeeper" of various clients of the Respondent whom the Respondent was proposing to sell to a third-party, namely Regis Capital. They met at a restaurant to discuss the matter. Mr Chin wanted to know how much he would be paid for the transaction, and said that payment could be made either to his London or Malaysia account. Mr Morjaria was concerned about this and went back to the office and asked Mr Letta (who knew Mr Chin) about it. Mr Letta said "*its nothing don't worry about it*".

17. Mr Morjaria went to the Claimant and asked her about her knowledge of introducers. She then told him about the advice she had commissioned from Taylor Wessing and on 3/10/23 forwarded to him the email dated 5/10/22 from Taylor Wessing to her which reads: "*Please see attached the legal memorandum which sets out our advice on whether GWM can continue to pay fees to introducers who bring clients to GWM, and whether it can continue to receive fees when it introduces clients to asset managers".*

18. The reference to introducer payments concerned Mr Morjaria so he went to ask the Claimant about it and again asked about why Mr Chin had asked for payments to made to him in Malaysia. Mr Ahmedi became upset and phoned a colleague in Switzerland and asked him to confirm to Mr Morjaria that "we have made no payments to Malaysia". The colleague gave the requested assurance and the call ended.

19. At this time Mr Ahmedi had already indicated his intention to resign from the Respondent and was negotiating terms for his departure. He finally resigned with effect from 10/11/23

20. On 14/11/2023 the Claimant also resigned giving three months' notice (due to expire on or about 13/2/2024).

21. On 14/11/2023, shortly after the Claimant's resignation, Mr Mojaria was forwarded an email sent that day from Ms June (Xijun) Ying, a Hong Kong based contact of Mr Leffa, which stated: "*Also, could you please calculate the commission of yr 2023 up to now, for the introducer fee …Wendy knows this issue*". Wendy was a reference to the Claimant.

22. Other emails came to light including an earlier similar chasing email from Ms Ying in the same terms dated 14/9/23 to Mr Ahmedi.

23. Mr M Morjaria contacted Ms Ying and spoke to her on the telephone on 15/11/23. Ms Ying said that she had been paid introducer fees for introducing a client (Mr Hu) to the Respondent. She was chasing payment of the outstanding fee for the current year and that she was aware that this was a sensitive area, alluding to the prohibition/non-compliant nature of such payments. She added further detail, that in the past given the restrictions, she had been asked to invoice these as translation and support services, but these were not translation and support services, but were fees for introducing the client amounting to 20% of client revenues.

24. Mr Morjaria investigated the Mrs Ying situation further and found further support for Ms Ying's claim that Mr Leffa had asked Ms Ying to invoice translation services and support, however, the payment was actually the fee for introducing Mr Hu, and that the Claimant was aware of the situation:

25. On 27/9/22, Mr Leffa had emailed the Claimant, specifying a list of introducers and clients where a revenue share had been agreed. Ms Ying was on the list. The revenue share amount was specified as 20%. On 20/1/23, the Claimant sent the email on to Mr Ahmedi. On 24/1/2023 Mr Leffa emailed Ms Ying apologised for the delay and stating "*due to changes in MiFID rules in the UK we are still consulting on the best approach to this"* and that in the meantime Ms Ying should invoice translation services and support for the 2022 period fee, and on the same day Ms Ying sent Mr Leffa the invoice as instructed and asked him to check it. There was no copy of an agreement with Ms Ying to provide translation services or support on any of the firms drives or hard copy archives, although typically, suppliers of services need to have a signed agreements including clear terms and conditions and charges. The Respondent's client file for Mr Hu, contained very few documents that would have required translation services or support. Mr Leffa is fluent in Mandarin having studied in China for a period of time, and would not have required translation services for his dealings with Mr Hu. Additionally there was no introducer agreement to govern and control relationships. No disclosure or communication had been sent or shared with the client to specify such a payment was being made. On 6/2/23 a payment for £3,816 was made by the Respondent to Ms Ying – this payment having been approved by the Claimant and Mr Ahmedi. There was no comment, challenge or concern flagged by the Claimant on the approval email sent relating to this payment. On 14/9/23 in response to Ms Ying sending a chasing email asking Mr Ahmedi for her introducer fee for 2023 which email includes the comment "*Wendy knows this issue*". Mr Ahmedi forwarded the email on to the Claimant with the question "*What did we agree*?"

26. In addition to the Ms Ying situation, Mr Morjaria uncovered similar evidence of substantial introducer payments having been made with the Claimant's knowledge to various other persons - for example £7190 paid on 10/3/23 to Mr Efun Chin, undercover of an invoice which referred to "*Professional Assistance in relation to Tier 1 Investor Visa*", which payment the Claimant by email dated 6/2/23 had requested Mr Ahmedi to make. The payment had supposedly been made for Mr Chin having provided advice about immigration matters at a workshop for the Respondent but there was no evidence that the workshop had ever taken place.

27. There were also regular payments to Mr Ivon Sampson of Privatus Ltd, in relation to one of which the Claimant had sent an email on 25/1/23 asking "*I was wondering if you have managed to pay Ivon's invoice?".*

28. The investigation also identified other introducers where payments were being made via Switzerland, to circumvent UK regulatory prohibitions despite the fact that the client portfolio

was being managed by the Respondent in the UK and was subject to the prohibition on such payments.

29. Mr Morjaria discovered documents suggesting that Mr Letta, Mr Ahmedi and the Claimant had worked together to make payments to at least twelve introducers in 2022/23. Mr Leffa would contact the Claimant directly to ensure the payments were made. For example, in an email dated 14/11/22 he emailed the Claimant asking "*Goodmorning, I am being chased in this yet again by both Efun and June Ying our introducers. Could we please sort this out this week?"* The situation had continued into the first half of 2023 prior to Mr Morjaria's purchase.

30. Mr Morjaria had a fact-finding meeting on 16/11/2023 with the Claimant which lasted 30 minutes and was videoed. The Claimant was given an opportunity to give her explanations. The video was placed on a shared drive where the Claimant could have accessed it.

31. She was then invited to a disciplinary hearing which, after postponements requested by the Claimant, went ahead on 4/12/23, conducted by Mr Sayeed, with Mr Morjaria attending as note-taker.

32. The Claimant was informed of her right to be accompanied by another employee but at the time there were four employees at the Respondent, Mr Ahmedi had resigned and left, Mr Letta was also under investigation, and the only other employee apart from Mr Morjaria and Mr Sayeed was on maternity leave. A more sensible suggestion would have been that the Claimant be accompanied by a non-employee such as her husband, but the topic was not discussed and the Claimant did not ask for this at the time.

33. The charges against the Claimant read as follows: "*Taking part in activities which cause the company to lose faith in your integrity namely, a blatant breach of regulatory and accounting standards with regards to your involvement in the non-compliant facilitation of introducer payments to gain clients.- It is alleged that you did not perform the expected compliance and control activities to protect the company, for example releasing payments to known introducers with fraudulent descriptions. - It is alleged that during the due diligence meetings related to the purchase of GWM London Limited by DSAM Limited you were not transparent and withheld information regarding introducer payments, as a result, misleading DSAM Limited as to the company's reliance on introducers. - The company alleges that your repeated and blatant breaches, if proven, a gross breach of trust."*

34. . The Claimant was given a full opportunity to discuss all the allegations in detail.

35. During the hearing on one occasion Mr Morjaria who was present as note-taker, also helped Mr Sayeed, who had problems with his eyesight, to find a page in the bundle of documents. He took no other active part in the hearing.

36. A written note was taken of the hearing which appears to have lasted some time. The Claimant was sent a minute of the hearing early on 5/12/23, and was asked for her comment on it by close of business that day, which gave her one working day to respond. In response she wrote an angry email back the same day making a general but non-specific accusation that the notes were inaccurate. I find on a balance of probabilities that they are accurate. They show the Claimant failing to engage with the main relevant point and giving evasive and distracting answers and half-admissions similar to those she gave at the fact-finding hearing, and also in her oral evidence before me during the Tribunal Hearing.

37. On 8/12/23 the Respondent sent the Claimant a letter terminating her employment summarily for gross misconduct.in the following terms

Further to the disciplinary hearing held on Monday 4th December I am writing to inform you of my decision.

The matters of concern were:

Taking part in activities which cause the company to lose faith in your integrity namely, a blatant breach of regulatory and accounting standards with regards to your involvement in the facilitation of introducer payments to gain clients. It is alleged that you did not perform the expected compliance and control activities to protect the company, for example releasing payments to known introducers with fraudulent descriptions. It is alleged that during the due diligence meetings related to the purchase of GWM London Limited by DSAM Limited you were not transparent and withheld information regarding introducer payments, as a result, misleading DSAM Limited as to the company's reliance on introducers.

At the hearing your explanations were: The company does not have any introducer agreements signed with introducers as such no introducer payments have been made by the company. You accepted however that you were aware that members of the team had active discussions with introducers and agreed to share a percentage of introduced client's revenues. You confirmed that payments were subsequently made to known introducers, where you input / approved these payments. You did not find it unusual that these payments for allegedly professional services were made to personal accounts rather than company accounts. You confirmed you made these payments without question or escalation. You claimed you did not have any direct communication with introducers, this was handled by other members of the team, and you were unable to confirm if introducer payments had been disclosed to clients. You claimed to have limited knowledge of introducer payments made by GWM AG, however, had limited explanation when presented with multiple pieces of evidence showing you were involved in processes and cc'd or sent communications and invoices related to GWM AG. You later confirmed that you were involved in calculations of payments made by GWM AG on behalf of London, for London clients. You also confirmed that in 2022 introducer agreements with GWM AG had been cancelled but were unable to provide any further detail. You claimed you did not recall being

asked about introducers and introducer arrangements during the due diligence process. However, you confirmed that you did not view this non-disclosure as significant and did not view the act of inflating a firm's financial position or not disclosing the dependency of a significant percentage of a firm's revenue streams on non-compliant introducers payments being made as material for a buyer.

I considered your explanations to be unsatisfactory because: Information regarding the matters of concern were not readily forthcoming from you. Where explanations were provided, they confirmed non-compliance and poor judgement regarding the matters of concern. Your explanations also confirmed breach with multiple clauses of your employment contract, such as: You will be expected to conduct yourself at all times in a manner consistent with your senior status. You will at all times strictly comply with any rules, regulations, individual directives, or procedures laid down by the company's compliance policies in force from time to time and with the rules and regulations of any regulatory authority. You will be responsible to ensure compliance processes and legal guidelines are communicated all the way from the top down in the company and that they are followed at all times. You will be responsible for controlling the finances of the company and ensuring compliance with accounting standards.

Having carefully reviewed the circumstances and considered your responses, I have decided that your conduct has resulted in a fundamental breach of your contractual terms which irrevocably destroys the trust and confidence necessary to continue the employment relationship. I have referred to our standard disciplinary procedure when making this decision. It states that an act of misconduct of this nature warrants summary dismissal, however, I have considered whether, in the circumstances, a lesser sanction may be appropriate. However, I am unable to apply a lesser sanction in this case because of the reasons given above.

You are therefore dismissed with immediate effect. You are not entitled to notice or pay in lieu of notice.

You have the right to appeal against my decision and should you wish to do so you should write to Shaileen Morjaria, Managing Partner, within 5 days of receiving this letter giving the full reasons why you believe the disciplinary action taken against you was inappropriate or too severe".

38. The Respondent would have arranged an independent third party to conduct the appeal if the Claimant had appealed but she did not do so.

39. She presented her ET1 on 27/3/2024.

40. Mr Letta was also put through a parallel disciplinary process and also summarily dismissed at much the same time. His appeal was heard by a Peninsular representative who then prepared a detailed report following which his appeal was dismissed.

41. Mr Ahmedi was called as a witness at the Tribunal hearing by the Claimant but his evidence in fact in many respects supported the Respondent's conclusions as follows: He explained that the Respondent and in particular Mr Letta's part on the business had introducer arrangements

in place. Mr Letta wanted to keep making payments to the introducers even though they knew it was forbidden to do so without complying with the regulatory requirements and restrictions. In order to prevent the introducers removing their clients' investments from the Respondent's management, Mr Ahmedi and Mr Letta thought up ways of making payments in lieu to the introducers. The payments to Ms Ying and Mr Chin were examples of these. Other payments were made through Switzerland despite the funds were being managed in the UK as part of the Respondent's business, to try to avoid the UK/EU regulations. After Mr Morjaria purchased the business in June 2023, they stopped making these payments because it had become too risky and in the case of Ms Ying her client had already removed his business from the Respondent. He had also doctored an email chain (page 187 of the bundle) to remove references in it to introducers. The Claimant had known what was being done and had gone along with it. Although he was her senior, he would have listened to her warnings and advice if she had given it. If she had warned him and he had disregarded her warnings, then she could have raised the matter with the FCA. However, she had not done so.

A summary of the relevant law

42. Where the conduct of the employee is established by the employer as a potentially fair reason for dismissal under section Section 98(1) and (2) of the Employment Rights Act 1996, then section 98(4) must be considered which provides as follows:

Where the employer has fulfilled the requirements of subsection (1), the determination of the question whether the dismissal is fair or unfair (having regard to the reason shown by the employer) –

(a) depends upon whether in the circumstances (including the size and administrative resources of the employer's undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee and

(b) shall be determined in accordance with equity and the substantial merits of the case.'

43. A dismissal for misconduct will not be unfair if it is based on a genuine belief on the part of the employer that the employee had perpetrated the misconduct, which belief is based on reasonable grounds following a reasonable investigation BHS v Burchell [1978] IRLR 379.

44. An Employment Tribunal should not substitute itself for an employer or act as if it were conducting a rehearing of or an appeal against the merits of an employer's decision to dismiss. The employer not the Tribunal is the proper person to conduct the investigation into the alleged misconduct. The function of the Tribunal is to decide whether that investigation is reasonable in the circumstances and whether the decision to dismiss, in the light of the result of that investigation, is a reasonable response. HSBC v Madden [2000] ICR 1283.

45. The range of reasonable responses test (or to put another way, the need to apply the objective standards of the reasonable employer) applies as much to the question whether the investigation into the suspected misconduct was reasonable in all the circumstances, as it does to the reasonableness of the decision to dismiss for the conduct reason. Sainsbury v Hitt 2002 EWCA CIV 1588

46. The ACAS Code of Practice No.1, Disciplinary & Grievance Procedures (2015) provides that that an employer wishing to discipline an employee should carry out an investigation to formally establish the facts; inform the employee in writing of the problem; after a proper interval, hold a

meeting to discuss the problem; decide fairly on the appropriate action, and provide an opportunity to appeal. If these steps are not taken then, even if the employee has been guilty of misconduct, it is likely that the dismissal will be unfair.

Conclusions

47. The Claimant in final submissions suggested that the Respondent was loss-making and that the real cause for her dismissal was to save the costs of paying her notice-pay. It is accepted that the Respondent was losing money but Mr Morjaria had bought the Respondent in order to try to lead it in a new direction and make a profit. Had he wanted to get rid of the Claimant and other employees so as to make an economy, he would have restructured in June or July 2023 but he had not done so.

48. The Claimant also suggested that shortly before her dismissal, Mr Morjaria had caused the Respondent to make an unregulated payment of £45000 to Regis Capital which was struck off not long afterwards, and therefore it was hypocritical for him to complain about her involvement in unregulated payments. However, I accept Mr Morjaria's evidence that the £45000 payment was not improper in any way but was a payment under a contract between the Respondent and Regis Capital under which (until the sold clients were transferred) 90% of the revenue from their investments would be payable.

49. The Claimant did not put this to Mr Morjaria in cross-examination, but in submissions claimed that Mr Morjaria had knowledge of the introducer payments long before Ms Ying's email of 14/11/23 and that, if this was a genuine source of concern, then Mr Morjaria would have started investigating it much earlier. In support of this she referred to the fact that she had sent the Taylor Wessing email to Mr Morjaria on 3/10/23.

50. That email and its attachments (which acting honourably the Claimant should have disclosed to Mr Morjaria in November 2022 rather than in October 2023), would have informed Mr Morjaria that up to July 22 the Respondent had been making introducer payments. It would not have shown the Claimant's involvement in this or the fact that she had been involved in attempts to disguise them.

51. The Claimant also referred in this regard to a passage in the transcript of the fact-finding meeting (B78) on 16/11/23 in which Morjaria is recorded as having said "*This is obviously, at the moment, it's only you and Rafa who have come up. I don't think Saif is necessarily involved. There is an email that I can show you thinking, I saw it on the shared drive some time back. There's an email from Rafael to you, and he said, Wendy, please pay these three introducer 20% of revenues."*

52. In his evidence Mr Morjarvia said that he had discovered the email referred to during an extensive investigation he carried out in the 20 hours or so which elapsed between his conversation with Ms Ying on 15/11/23 and the start of the fact finding meeting the next day. He suggested that what he had meant was that the email which he found on the shared drive

had been sent some time back. I listened to the audio recording of him saying that, but it did not assist me on that point.

53. However the first and second sentences of the quoted passages namely "*This is obviously, at the moment, it's only you and Rafa who have come up. I don't think Saif is necessarily involved"* shows that when he uttered those words on 16/11/23, Mr Morjarvia still was basically ignorant of what had been going on and in particular was ignorant of the fact that Mr Ahmedi (the Saif being referred to) had been making disguised introducer payments with the Claimant's assistance and complicity.

54. In any event, Mr Morjaria had started investigating the matter informally in October 2023, as described above, by going to ask the Claimant and Mr Ahmedi about the subject , at which point he was fobbed off and not told the true facts about the payments to Mr Chin and the many others.

55. The Claimant submitted that she had been dismissed for breaching regulations and rules binding on her as a qualified accountant but at no time had the Respondent ever clearly identified what the particular rules were. It is true that part of the charges for which she was convicted included the following: "*a blatant breach of regulatory and accounting standards with regards to your involvement in the non-compliant facilitation of introducer payments to gain clients".* It is also true that the chapter and verse of the relevant FCA/Accountancy rules/codes were not identified during the disciplinary process or during the tribunal hearing. I do not regard this as significant. It is not in dispute that if the Respondent made introducer payments in 2022 and into 2023 then those would have been prohibited as contrary to the FCA restrictions. Also, it cannot be asserted reasonably that a professional accountant should knowingly assist a company in which she is employed as a compliance officer to make prohibited introducer payments under cover of bogus invoices created for the purposes of misleading any auditor. That being the case, it was unnecessary for the specific rules to be identified.

56. The Claimant suggests she was denied access to key evidence. She did not complain about this at the time. She could have watched the whole fact-finding meeting over again by watching the video of it had she wished to do so. In any event she had been involved in the matters under investigation and knew more about it than Mr Morjaria did. All the relevant facts and evidence were made available and discussed or at least referred to at the disciplinary hearing.

57. The Claimant submitted that before her dismissal she had suffered bullying and a toxic environment at work. She did not put any specific examples of this to the Respondent's witnesses and in any event, as this is not an issue in the case, it is largely irrelevant.

58. The Claimant also complained that the Respondent's witnesses continued their bullying into the Tribunal hearing. She cited as an example Mr Morjaria expressing surprise during his evidence that the Claimant has been accepted by the FCA as a compliance officer for a new employer. I do not regard that in the circumstances, (namely his defending the Respondent in the Tribunal) as an untoward or bullying comment. It is true that Mr Sayeed in giving his evidence in the Tribunal hearing displayed an overbearing and sarcastic attitude to the Claimant and had very little time for her questions or complaints which he regarded with contempt. At

one point I intervened to ask him to stop being rude. He then retorted that he was exasperated by the fact that the Respondent had been dragged to the Tribunal etc. I told Mr Sayeed that many people find the Tribunal process annoying but that he should play by the rules and answer the questions, or words to that effect. After that the questions and answers continued for a while without problems.

59. The Claimant submitted that the Respondent should have taken note of her previous clean record and chosen some other sanction - for example giving her an opportunity to leave earlier than the expiry of her three-months notice-period. I deal with this point below.

60. The Claimant submitted that the matter was not serious because there was no ongoing liability for the Respondent because there were in fact no formal introducer agreements in place. I do not agree. Even if the Respondent is not fined or made the subject of some sanction by the FCA in response to this pattern of prohibited introducer payments which it made until mid 2023, and even if the introducers could not enforce legally any further payments from the Respondent, it is prejudicial for the Respondent to find, as it did in late 2023, that its clients' funds have been kept under management by prohibited payments which, if no longer made, will probably result in the funds being transferred away to other companies. There is also the matter of reputational damage.

61. I turn to the apply the principles in the case law cited above:

62. The Respondent in the person of Mr Sayeed had a genuine belief in the Claimant's misconduct.

63. The belief was on reasonable grounds namely the evidence summarised above and in the dismissal letter. The Claimant also both at the fact-finding stage and at the disciplinary hearing had been evasive and had pretended to be ignorant of the facts until presented with damning documentary evidence showing her complicity. The documents showed that the Claimant had been actively and knowingly involved in the Respondent in the period up to about March 2023 in paying prohibited and disguised introducer fees. Furthermore, she had not been transparent and candid with Mr Morjaria about this.

64. The procedure was fair and in accordance with the ACAS Code.

65. Summary dismissal was well within a range of reasonable responses. Notwithstanding her previous clean record and the fact that others, namely Mr Letta and Mr Ahmedi were also to blame (and in Mr Ahmedi's case more to blame than the Claimant), the Claimant also had been in a senior and responsible position and one of her main duties had been to ensure that the Respondent complied with the regulations which apply to its business. She had not just turned a blind eye to breaches of these but had actively participated in them.

66. Hence the dismissal was fair.

67. I turn to the wrongful dismissal claim. This requires me to decide on a balance of probabilities whether or not the Claimant was guilty of a fundamental breach of her employment contract which when discovered entitled the Respondent to summarily dismiss her.

68. The Claimant's and Mr Ahmedi's evidence in the end amounted to an admission that they had made payments to introducers, but they were not really introducer payments because they were made for services such as translation services in the case of Ms Ying or running a workshop in the case of Mr Chin, or did not break UK and EU regulations because they had been paid via Switzerland.

69. I have no hesitation in rejecting this characterization of the payments. Plainly they were introducer payments, albeit made in disguise by being given a false label or by being paid via a devious route for accounting purposes as a means of trying to avoid any negative consequences.

70. The Claimant in her evidence suggested that she had just being following directions from Mr Ahmedi "*who would tell her to pay an invoice so she paid it".* Mr Ahmedi in turn in his evidence tried to pass responsibility to the Claimant by saying that she had not warned him to stop etc. It is clear that both of them were knowingly involved and responsible.

71. The Claimant was a qualified accountant and had a senior role in compliance and regulatory matters. It was her duty to oppose these payments, put her concerns about them in writing and have nothing to do with making them. She let herself down by not taking a stand against what she knew was wrong.

72. I acknowledge that she would have been in a difficult position. When the payments were being made Mr Ahmedi was her manager and the most senior executive and her working relationship with him had gone back many years. This would have made it difficult for her to challenge him and stand up to him. Also, not allowing payments to Mr Letta's introducers would have been seen as likely to have a significant negative impact on the business which Mr Ahmedi was trying to sell to Mr Morjaria. The Claimant would have needed a firm character and some courage to take a stand, but that was what her professional status as an accountant and her role within the Respondent as compliance officer required of her. Sadly, she fell short and failed in her duty in this regard.

73. For these reasons I find on a balance of probabilities that the Claimant was in fundamental breach of her employment contract and accordingly that the Respondent was entitled to summarily dismiss her without notice.

Employment Judge J S Burns
19/09/2025
For Secretary of the Tribunals

Date sent to parties
26 September 2025