EMPLOYMENT TRIBUNALS

Claimant: **JV [name redacted]**

Respondent: **Toniiq Limited**

Heard at: **London South Employment Tribunal (by video)**

On: **08 and 09 May 2025**

Before: EJ J England

Representation
Claimant: Representing herself
Respondent: Ms A Fadipe, Counsel

JUDGMENT

1. **The claim of unfair dismissal succeeds. The total compensation that the Respondent is ordered to pay JV is £4,067.**

2. **The claims for redundancy payment, notice pay, holiday pay and 'other payments' do not succeed and are dismissed.**

REASONS

Claims

1. By a claim form issued on 19/11/24, JV ticked the boxes to indicate claims of:
    a. Unfair dismissal
    b. Redundancy payment
    c. Notice pay
    d. Holiday pay
    e. Other payments

2. At the start of the hearing I clarified the claims with the parties as:
    a. Unfair dismissal.
        i. The Respondent argued that the reason for dismissal was redundancy, which was challenged by JV as well as whether there was a genuine redundancy situation.

b. The above wages elements of the claim were clarified as amounting to approximately £500. JV explained that she was unclear which element of the above type of payments she had been underpaid but considered that she had been underpaid in her final salary payment.
c. JV was asked a number of times by me about whether she was making claims for detriments caused by making a protected interest disclosure (whistleblowing) or due to raising health and safety concerns. I asked this because there are a number of references in her particulars of claim that suggest she is making such claims. However, when asked she was adamant that she was not making such claims. I explained what these claims were and triple checked this was not her intended claims. She maintained that she was not making these claims and instead was emphatic that she wanted it recorded that she was not making such claims.

3. The Respondent defended the claims above, arguing that the dismissal was fair, recognising what it referred to in various places as." procedural oversights in the redundancy process it followed". It relied on. An argument that dismissal would have occurred in any event [*Polkey*, cited below], arguing of the defects that it recognised, "the outcome was not impacted as a result" [85]. No underpayment was accepted.

4. In terms of case management:
    a. There had been no preliminary hearing but as outlined below, there was extensive correspondence from the parties dealing with various procedural issues and the directions for trial that had emerged.

5. The issues were discussed at the start of the hearing. As part of the discussion about the claims in correspondence the tribunal had sent the parties a list of issues by letter of the 8 April 2025. This listed the standard and default issues that would need to be considered as part of an unfair dismissal claim arising from an alleged redundancy. The claimant had written in and further explained to me that she considered the unfair dismissal claim in particular required analysis of broader issues, producing a written set of proposed issues. I have considered those broadly within my overall considerations, although I consider the principal issues to be identified in the Tribunal's 8 April letter [248A], in particular whether there was a fair reason for dismissal and secondly whether the employer acted reasonably in treating that reason as a reason for dismissal.

<u>Procedure</u>

6. The papers the Tribunal received were extensive and included:
    a. The Respondent's bundle electronically of 585 pages.
    b. JV produced her own bundle of 635 pages, although with significant overlap with the Respondent's bundle. This was initially not available to me, despite the claimant providing it in good time, but I had it by

the end of the first day and there was no injustice created by this short delay.

c. I indicated to the parties that I would not be able to read all of the documents but read those that seemed to me the most relevant and those that were highlighted in questions to the witnesses.
d. The claimant produced 25 pages of written submissions in advance of the trial. They were detailed and explained the claimant's case, including various bits of case law with varied in its applicability.
e. The respondent produced an opening note on the morning of the trial, comprising 6 pages. This largely addressed the procedural history and statement of various principles of law.
f. References within this judgment in square brackets are to pages of the Respondent's bundle with a colon indicating a paragraph number. References to two letters followed by a number refers to a paragraph of a witness statement indicated by initials.

7. The parties relied on evidence from the following witnesses who were called to give oral evidence:
    a. Claimant herself.
    b. Respondent:
        i. Mr Udae Sandhu. Mr Sandhu was situated in the US and I gave permission for him to give evidence from there, satisfied that the US had itself given permission after representations from the Respondent.
        ii. Mr Gautam Agarwal.

8. The claimant only attended for day one of the two day hearing:
    a. On day one, we were able to deal with clarifying the claims and applications, my decision on those applications, reading time and we completed the evidence of the claimant. In the evening of day one the claimant emailed the tribunal to state that, "I participated fully in the first day of the hearing, gave oral evidence under cross-examination, and have complied with all Tribunal orders to date".
    b. In this email she referred to the stress and psychological impact that she had experienced through the litigation process and on day one and said she did not intend to return for Day 2. Making express reference to rule 47 she asked the Tribunal to continue in her absence and determine the case based on the evidence and documents such as her opening submissions that she had already provided.
    c. The Tribunal were unable to call her on the morning of Day 2 because she did not provide a phone number on her claim form but she was emailed to check her position and she did not repl, nor did she attend by the time the hearing had finished on Day 2 after the respondents evidence and submissions at approximately midday. The respondent was content to proceed in her absence. JV asked for written reasons, hence provided.

d. She was also informed by email of the time that oral judgment would be delivered and again declined to attend but did send emails in response, addressed below.

9. Submissions: At the end of the hearing, Counsel for the Respondent provided written submissions and supplemented these orally. I reminded myself of the Claimant's opening submissions.

Preliminary Issues

10. This trial was very time pressured and there was a real danger that we would not be able to finish the trial or complete a material part. This had been outlined to the parties in correspondence from the tribunal already. Part of the reason for that was the extensive amount of applications and correspondence that had been sent in advance and we accordingly spent most of the first day dealing with those applications. Both parties were very pragmatic in their approach to those applications though, both indicating frustration with what had passed in correspondence but accepting my indication that there was little value in dwelling on applications and issues now resolved or for which the relevant time had passed.

11. Five applications remained live for which I needed to give decisions. I gave detailed reasons in the hearing, but in summary those applications and my decisions were:
    a. An application by the Claimant (03/01/25) expressing a concern about her data being in the public domain because it forms part of Tribunal bundle. I declined to make any reporting restriction under rule 49 (old rule 50) or other restriction but said I would reconsider the point if any member of the public asked to see documents.
    b. An application by the Claimant to rely on 'her bundle'. As agreed by the Respondent, I indicated that the Claimant had permission and it was for the parties to indicate which documents were relevant.
    c. An application by the Claimant regarding what she considered to be a confidentiality breach when her disclosure had been accessed by an employee of Toniiq LLC (a company linked to the Respondent, as below). I declined to make any order, indicating that any issues were for the ICO or SRA, noting that the solicitors currently representing the Respondent were not those involved.
    d. An application by the Claimant that the Respondent should not be permitted to rely on its witness statements because they were submitted late and not to the Tribunal. The Claimant indicated that she had read the respondents witness statements and had time to prepare the question she intended to ask. I made no order and permitted the respondent to rely upon its witness statements.
    e. The application by the claimant that the respondent should not be allowed to rely upon its opening notes admitted on the morning of the trial. I indicated that the note was very useful in clarifying the

procedural history, and the statement of law at the end appeared to be a largely neutral statement summarising the legal position, with which I agreed. I clarified that the law was largely a point for the end of trial, but it was in fact useful for the claimant to have notification now rather than in closing submissions of the legal position they Respondent relied upon. I indicated I would put the league statement out of my mind for now and the parties could address me in due course at the end of the trial.

12. Adjustments: in answer to my question, neither party nor representative indicated any need for adjustments. I reminded JV that she could have breaks when needed and one was suggested by myself and Ms Fadipe when she became upset. JV explained that she was tired having not slept well and due to the stress of the litigation but that she wanted to continue.

13. Jurisdiction: no issues of jurisdiction, such as time limits, were raised.

14. References to a settlement agreement: The particulars of claim refer to the offer of a settlement agreement but there was no suggestion from the respondent that anything needed to be redacted or removed because there was a without prejudice conversation or something subject to the provisions of section 111A Employment Rights Act (ERA) 1996. I therefore preceded on the basis that no issue arose about this evidence.

Findings of Fact

15. The parties gave evidence about a number of matters and this judgment will not make findings on all. It is not the Tribunal's function to record all of the evidence presented and this judgment does not attempt to do so. Although all relevant evidence has been considered, the findings focus on those matters that are material to the issues.

16. JV was employed from 04/11/19 until 25/9/24, initially as a Customer Care Manager and then Head of Customer Care.

17. R's business:
    a. The Respondent is a primarily online business involved in the sale and production of health products such as supplements.
    b. Considering the size and administrative resources as required by s.98(4) ERA 1996, I accept that the business was very small and at the time of the Claimant's employment there were 2 employees and 2 Directors [326].
    c. As JV's witness statement and live evidence was keen to emphasise, there is a close link between the Respondent and 'Toniiq LLC'. Toniiq LLC are a company based in the US, Mr Sandhu was the Co-Founder and CEO of Toniiq LLC but line managed JV nevertheless. [GA3] explains, "The Claimant's role related to dealing with issues

faced by customers across various platforms and therefore as Udae looked after customer care globally it made sense for her to be line managed by Udae, however at all material times she was employed by the UK legal entity", which I accept as it was unchallenged and consistent with the documentation.

d. The Respondent's case was that essentially the Respondent supplied services to Toniiq LLC, such as JV's customer care function, and that Toniiq LLC paid the Respondent for these services. JV challenged this relationship on the basis that there was no contract produced, although she accepted that her salary was paid by Toniiq LLC and highlighted in live evidence, the "Addendum to Master Services Agreement" [265], which was an agreement between herself and Toniiq LLC dated 02/07/24 for her to provide consulting services to them in return for £52,500 per year.
e. Both the Respondent's witnesses stated that there was a formal written contract between the two companies. Mr Agarwal explained to me that initially there was a "handshake agreement" but this was formalised in 2023 and the company had not supplied the written contract in the bundle out of a concern for confidentiality. I consider that the Respondent should have supplied what is clearly a relevant document, at least partly, but I accept that the document exists because the witnesses were credible, the existence of such a contract is consistent with JV's own evidence about the overlap in operations and also consistent with other documentation, such as the "Addendum to Master Services Agreement" [265], suggesting there is a Master Services Agreement as Mr Agarwal stated.
f. Consistent with the above, JV's hours of work reflected the US time difference [250:9.2].

18. The parties agreed that JV was well regarded in her work. For example, she was given a pay rise in April 2022 and Mr Sandhu wrote, "just a statement and reflection of how much we value you and what an unbelievable core part you are to this company, uh, and to this team" [569]. There were no disciplinary or other concerns during JV's history. She was also given a pay rise in June 2024, a point JV highlights as undermining the case for redundancy.

19. The Respondent had experienced financial problems for many years. Their accounts show since at least 2021 a decreasing amount of capital and increased overheads despite increased turnover [297; 303; 308; 316]. By 31/12/23 the overall loss was over £500,000 [315]. JV in her witness statement explains that in March 2022 'Toniiq' had their Amazon US account suspended, which she accepts, "significantly affected revenue" but she also highlights that there was no warning of redundancies at that stage [JV22].

20. In July 2024 there was meeting between Mr Sandhu and Mr Agarwal to discuss the company's financial problems [190]. The notes of the meeting were disputed as accurate by JV but without good reason, especially as she was not at the meeting, which she accepted in cross examination. The notes include:

    "After a thorough review of operational and financial considerations, it was determined that the agreement would be terminated, and that Toniiq LLC would no longer pay for marketing and customer care functions in Toniiq Limited. Additionally, Toniiq LLC will no longer provide funds to Toniiq Limited.

    Furthermore, the financial situation of Toniiq Limited was also reviewed. It was noted that that the company had been significantly loss-making for the past 3 consecutive financial years.

    Based on the termination of the agreement and current financial situation of the company, it became clear Toniiq Limited can no longer support the marketing and customer care functions within the company, and a decision was made to make all employees redundant".

21. On 25/09/24 JV was due to have a quarterly catch up with Mr Sandhu when instead she was notified by email that she was being made redundant [373]. As she highlights, there was no prior warning, consultation or exploration with her of alternatives such as not making her redundant or redeployment [JV39]. No appeal was offered.

22. JV and Mr Sandhu then had a telephone/online call, which JV has transcribed [452]. This includes:

    a. Mr Sandhu explaining "there's a lot of kind of business restructuring that we've had to do, I'd say, over the last month and a half, to respond to kind of things that are changing and things that are happening" [452] and "There's just broader restructuring going on, you know, everywhere in that vein. That's the most I can say" [456].
    b. JV explaining her shock, acknowledged by Mr Sandhu who stated, "I know elements of this seem very harsh and abrupt" [457]

23. In live evidence, C described herself as "gutted", "devastated" and said she did not know how long she would take to get over the psychological impact of her abrupt dismissal. She was visibly upset in the hearing when recounting her dismissal and did not return for the second day. I accept her reaction is entirely genuine and consistent with what was no doubt a huge surprise.

24. I asked Mr Sandhu about the manner in which JV was dismissed and he expressed a degree of remorse. He explained that, '[the claimant] was like

family for a long time" and addressing her reaction to dismissal stated, 'no part of me wants to see her in that state and what she is going through, would not want that for any one', although he was surprised at the depth of feeling and accusations he felt had been "thrown back at us".

25. No appeal took place, given JV was not offered one.

26. Lacking clarity on JV's wages claim, I asked Mr Sandhu for his understanding and he explained that he believed the claim arose out of a difference between the parties concerning the effect of tax on the sums owed. I asked him if the parties' positions were set out in writing somewhere and he told me that the first he understood of the alleged £500 discrepancy was as part of this claim and there was not correspondence that had passed between the parties on the subject prior to this claim. When asked, JV had only been able to refer me to her 25 page written submissions.

The Law

27. The relevant parts of s.98 ERA 1996 regarding unfair dismissal are:

98.— General.
(1) In determining for the purposes of this Part whether the dismissal of an employee is fair or unfair, it is for the employer to show—
(a) the reason (or, if more than one, the principal reason) for the dismissal, and
(b) that it is either a reason falling within subsection (2) or some other substantial reason of a kind such as to justify the dismissal of an employee holding the position which the employee held.

(2) A reason falls within this subsection if it—
[...]
(c) is that the employee was redundant, or
[...]

(4) [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 on 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.

28. *Polkey v A E Dayton Services Ltd* [1987] IRLR 503 remains a leading case regarding redundancy dismissals, raised accordingly by both parties' submissions. The Respondent highlighted the case in particular in support of its argument that omitting futile consultation does not render a dismissal unfair, quoting:

Lord Bridge:

> "In the case of redundancy, the employer will normally not act reasonably unless he warns and consults any employees affected or their representative, adopts a fair basis on which to select for redundancy arid takes such steps as may be reasonable to avoid or minimise redundancy by redeployment within his own organisation. If an employer has failed to take the appropriate procedural steps in any particular case, the one question the industrial tribunal is not permitted to ask in applying the test of reasonableness posed by section 57(3) is the hypothetical question whether it would have made any difference to the outcome if the appropriate procedural steps had been taken. On the true construction of section 57(3) this question is simply irrelevant. It is quite a different matter if the tribunal is able to conclude that the employer himself, at the time of dismissal, acted reasonably in taking the view that, in the exceptional circumstances of the particular case, the procedural steps normally appropriate would have been futile, could not have altered the decision to dismiss and therefore could be dispensed with. In such a case the test of reasonableness under section 57(3) may be satisfied."

Lord Mackay:

> *"*If the employer could reasonably have concluded in the light of the circumstances known to him at the time of dismissal that consultation or warning would be utterly useless he might well act reasonably even if he did not observe the provisions of the code. Failure to observe the requirement of the code relating to consultation or warning will not necessarily render a dismissal unfair. Whether in any particular case it did so is a matter for the industrial tribunal to consider in the light of the circumstances known to the employer at the time he dismissed the employee."

29. Both parties also referred correctly to *Williams and others v Compair Maxam Ltd* [1982] IRLR 83 for its well known and general principles in relation to redundancy dismissals, reflected in the issues considered below. The Claimant further cites similarly *Rowell v Hubbard Group Services Ltd* [1995] IRLR 195.

30. The Respondent cited the following more niche principles in its opening and closing submissions that I consider to be correct and applicable to this case:
    a. *"Langston v Cranfield University* [1998] IRLR 172: the EAT held that the issues in Polkey are so well established that a tribunal is normally obliged to take them into account when considering an unfair redundancy dismissal claim, whether or not they have each been raised by the employee

b. *Gwynedd Council v Barratt* [2021] EWCA Civ 1322 confirmed that in redundancy cases the absence of any appeal or review procedure does not of itself make the dismissal unfair. However, the absence of an appeal is one of the many factors to be considered in determining fairness".

c. *De Grasse v Stockwell Tools Ltd* UKEAT/529/89, the EAT noted that the employer's size and administrative resources were relevant to the question of reasonableness and could therefore affect the nature and degree of formality of any consultation. However, this did not excuse a small employer from failing to consult at all.

d. *Speller v Golden Rose Communications Plc* EAT/1360/96 is an example of a case where the EAT agreed that consultation would have been utterly futile".

31. For the wages claims I considered the applicable legal position was either under s.13 or s.135 ERA 1996, the Working Time Regulations 1998, or the Breach of Contract jurisdiction of the Tribunals created by the Employment Tribunals (Extension of Jurisdiction (England & Wales) Order 1994

Conclusions

32. The following section addresses the Tribunal's conclusions on the issues and makes further findings of fact where necessary.

33. Was there a redundancy situation?

a. JV's case is that her work was simply re-assigned and therefore there was no real redundancy situation. She further challenges whether there was truly as bleak a financial situation as the Respondent suggests in light of aspects such as her pay rise in June 2024 and 5 hires of new staff she says occurred in October 2023- March 2024 [JV25].

b. The Respondent's position regarding the financial difficulties is consistent with the documentation – notably the company accounts and discussions regarding the need for redundancies such as in the July meeting.

c. Mr Sandhu explained in live evidence that her pay rise in 2024 was only "very modest" and long overdue but the Respondent had been unable to pay her due to the financial difficulties. Of the 5 alleged hired staff, he stated that they were all part of Toniiq LLC and some were hired in 2023. He went on to explain that some of the 5 as well as other staff from the US company, who he named, were made redundant in a block of about 6-8 months covering September 2024 when redundancies became necessary across the two companies. JV agreed in cross examination that all the 5 she mentioned had

been employed by Toniiq LLC and that although she had asserted her previous colleague at the Respondent remained employed after her, she was basing this solely on his linked in profile and could not otherwise refute the Respondent's case that he had been dismissed for redundancy at the same time as her.

d. I note that the Respondent's language at the time often refers to a "restructuring" [e.g. 455] as well as redundancy.
e. Conclusion:
    i. I consider that there most likely was a redundancy situation.
    ii. There was clear economic difficulties for the Respondent and a decision to reduce the work JV performed. Even on JV's case that her work was simply redistributed, she argues that her work was relocated to people working in other parts of the world, such as the US or Philippines, thereby also satisfying the definition of redundancy when an employer has decided to reduce the need for "employees to carry out work of a particular kind in the place where the employee was employed". I accept the Respondent's evidence in their witness statement and in live evidence that they decided to reduce the function JV performed.
    iii. Even if there was technically not a redundancy, in performing my role of identifying the true reason for dismissal, I consider that there was a reorganisation, which would amount to 'some other substantial reason'. Again, this is consistent with JV's own case.

34. What was the reason for dismissal?
    a. I have no doubt that the reason for dismissal was redundancy. Nothing contrary is put forward by JV with any persuasive value. The evidence of a redundancy situation is clear, as above, and the Respondent's witnesses were consistent that regrettably the financial difficulties of the Respondent required redundancies.
    b. JV alludes to retaliation for her raising concerns such as about health and safety and malpractice. These assertions are vague, unsupported and appear to be founded only on assertion. As above, JV was emphatic that she was not making a claim arising from these assertions. I reject the suggestion that any such concerns, even if raised, influenced her dismissal.
    c. The reason was therefore a fair one within the meaning of s.98(2) ERA 1996.

35. Was the dismissal fair under s.98(4) ERA 1996, i.e. did the employer act reasonably in treating redundancy as the reason for dismissal?
    a. The starting point is that there were clearly significant failings.
    b. There was essentially no real process beyond telling JV that she had been made redundant.

c. There was no meaningful or adequate consultation, the decision was a 'fait accompli' having been decided prior to discussion with JV in July 2024, she was not asked to present alternatives, she is right that she received a generic explanation of the reason for her redundancy when notified, there is little evidence other than assertion that alternatives were considered and there was also no right of appeal offered.

36. In considering whether the dismissal was fair under s.98(4) ERA 1996, the Respondent invites me to find that this is one of the exceptional cases in which any procedural failings do not render the dismissal unfair because the otherwise appropriate steps, "would have been futile, could not have altered the decision to dismiss and therefore could be dispensed with" [*Polkey*, per Lord Bridge]. The Respondent highlights *Speller* as one such example.

37. I do not accept the Respondent's submission that the dismissal should be treated as fair:
    a. *Speller* is a very different case factually. The financial difficulties in *Speller* were entirely dependent on completely separate third party funding (advertising revenue), in contrast to here when the funding came from Toniiq LLC and there was a clearly very fluid relationship between the companies and significant degree of choice as to what funding would be provided and when, as evidenced by the close overlap between their work and choices made such as the redundancy decisions being made at the July meeting yet not implemented until September. It would be artificial to consider the two Toniiq companies completely separate even though technically they have separate legal personalities. In addition, there was a need for secrecy in *Speller* absent from the facts here and good evidence that the employer had considered alternative employment but concluded that there was nothing available, which again is different to the facts here.
    b. Although I accept the strong case for redundancies, I do not consider this to be an exceptional case when it could be said that consultation would have been "futile". The significant overlap in the two Toniiq companies, the fact that Toniiq LLC was funding JV's salary and the fluidity in terms of choice that the two companies had collectively in how to organise the Respondent and its employees all suggests that more warning, consultation and consideration of alternatives could not be said to be futile. I accept JV's case that her work did not disappear entirely, as is accepted by the Respondent, albeit there was a reduction and it was spread to other locations.
    c. Moreover, aside from formal steps as part of solely a redundancy process, the Respondent also omitted any right to appeal, which of itself is a significant failing in a dismissal process. In addition, the

failing in consultation extends not just to seeking her views on matters such as alternatives but also the basic step of explaining to her why the situation had arisen, whereas she was given solely generic information that 'restructuring was necessary', which was particularly inadequate given the lack of prior warning. Providing consultation on these aspects cannot be said to be futile.

d. I have considered the size and administrative resources of the Respondent and although they were very small I do not find that this renders the failings fair given how fundamental and basic are the failings. I am reminded of the words of the EAT in *Poat v Holiday Inn Worldwide* EAT 883/93 that "it is courteous and humane to consult people when you are thinking of making them redundant" and I do not think such failings here can be excused because this was a small employer, nor because of a mistranslation from the US legal system as was alluded to by the Respondent.

38. For all of the above reasons and considering the equity and the substantial merits of the case I find the dismissal unfair.

39. The claim of unfair dismissal therefore succeeds.

Wages claims

40. JV's basis for making this claim is not at all clear to me, despite my best efforts at reading her witness statement and the documents she refers to, her schedule of loss, her written submissions and asking directly in her live evidence (in answer to which she simply referred me to her 25 page written submissions).

41. Mr Sandhu's explanation in live evidence was that JV had been paid all that she was owed and he believed that the difference between the parties was due to JV's understanding of the tax position. In submissions, the Respondent stated that I would have to "go on an expedition" to understand the claim and that would be beyond the realms of my role.

42. I do not find the Claimant's case made out that there was an underpayment. I have compared payslips and communications about what she was due to be paid [e.g. 133] and I cannot see that there has been an underpayment, nor has JV explained adequately how there has been one.

43. I therefore dismiss all remaining claims.

Remedy (compensation)

44. The basic award is subsumed within the redundancy payment, which I find has been correctly paid. A Claimant cannot receive both and I therefore award nothing as a basic award.

45. For the compensatory award:

    a. As above, I consider there was a strong case for redundancy but do not accept that a fair process would have been futile.
    b. The Respondent invites me to make a reduction on the basis that the dismissal could and would have happened anyway, even if fair, in line with *Polkey*. The Respondent's live evidence and submissions suggested that a fair process would have taken two weeks more at most. When asked, the Claimant could not identify a specific time but said that she would have spent some time taking legal advice.
    c. There are clearly a range of hypotheticals, uncertainties and different approaches to consider and balance. My conclusion is:
        i. A fair process with adequate consultation, consideration of alternatives suggested by JV, time for her to take legal advice and the expected detail given JV's very thorough approach she has demonstrated in this tribunal process, would have taken about one month to complete.
        ii. There is an alternative chance that JV may have been kept on for slightly longer than September 2024 while alternatives were explored, but this is highly speculative. I consider that any retention of her would not have continued beyond 01 January 2025 because this was the date identified originally back in July 2024 and I do not think that the Respondent would have adjusted this date.
    d. JV was paid her October and November salaries because, as Mr Agarwal explained in live evidence, the Respondent intended to pay her until the money effectively ran out in January 2025 and this salary together with her statutory redundancy pay effectively covered this period. I find that this employer would have retained these aims in the hypothetical.
    e. The result is that either by undergoing a fair process that lasted one month or being kept on slightly longer and therefore effectively working in or being paid for December 2024, JV would have received one month's more pay than she received. I award one month's net pay therefore in lost earnings. This has been agreed at £3,417.
    f. JV claims £1000 for loss of statutory rights. If awarded, that would be the most I have ever seen. The Respondent submitted £250-£500 would be appropriate. I consider that £650 is appropriate, reflecting the value of this loss, my experience of such sums and balanced against her salary.

46. I make no award for an 'ACAS Code Uplift' because there was no applicable code. The grievance and disciplinary code, for example, does not apply

because this was not a grievance and disciplinary case.

47. I make no award for interest because I have no such powers for an unfair dismissal award. The legislation JV refers to in her schedule of loss concerns interest if an award is not paid within 14 days.

48. For completeness, ahead of the oral reasons being delivered at 4.15pm, JV sent an email at 3.32pm and then two at 4.08pm. The emails sought permission to file evidence in relation to mitigation of loss despite her decision not to attend, although the last email also referred to remedy in general. I declined to take any step such as adjourn my remedy decision because mitigation of loss makes no difference to my findings above and the late hour in which JV was seeking to make further representations, having expressly chosen not to attend or suggest she wanted to make such representations earlier.

49. The total compensation that the Respondent is ordered to pay JV is therefore £4,067.

Employment Judge England

Date 11 May 2025