



EMPLOYMENT TRIBUNALS

Claimant

Mr A S Stoica

Respondent

City Site Solutions Limited

v

Heard at: Watford

On: 9 and 10 October 2025

Before: Employment Judge French

Appearances

For the Claimant: In person

For the Respondent: Ms A Szabo, Payroll Manager

JUDGMENT having been sent to the parties on 27 October 2025 and written reasons having been requested in accordance with Rule 60(4) of the Employment Tribunal Rules of Procedure 2013, the following reasons are provided:

REASONS

Introduction

1. The claim was before the Tribunal to determine a claim presented by the claimant on 15 April 2024. The original claim was understood to contain complaints of unauthorised deduction from wages and a failure to pay holiday pay, and the matter was listed for a one-day final hearing to take place on 17 July 2025. However, on that occasion the claimant stated that his claim included discrimination and by order of 17 July 2025 the claimant was allowed to broaden his claim to include harassment related to race and the final hearing was adjourned.
2. At the conclusion of the adjourned final hearing, I gave oral reasons for my decision. By email dated 27 October 2025 and in response to receipt of the short form Judgment, the claimant wrote 'This is a kind of joke? WHERE IS THE REASONS?' which the Tribunal has deemed to be a request for written reasons and the following reasons are provided.

Evidence

3. The Tribunal had a bundle of documents consisting of 82 pages.
4. The Tribunal then had a number of additional documents which were produced by the claimant during the course of the proceedings as follows:
 - 4.1. Screen shots of HMRC records;
 - 4.2. A payslip from a company called Payslip Buddy; and
 - 4.3. A text exchange between the claimant and an individual named on the chat as 'Mateos Site'. The Tribunal understands that Mateo was the relevant Site Manager where the claimant was based.
5. Despite the late production of this evidence, I allowed the claimant to rely on the same and where necessary afforded the respondent with additional preparation time before proceeding further.
6. I understood the claimant to have produced one witness statement, however during the course of the hearing it became apparent that the claimant had produced two statements both dated the same date, consisting of the same number of pages but differing in content. The claimant confirmed that the version he had first provided to the Tribunal was the version that he wished to rely on as his evidence in the case. The respondent had a different version of the statement to the Tribunal and as such were given additional preparation time to review the statement when it was noted that two versions were in existence.
7. The claimant also produced a statement from Mr Bitlan who attended in the afternoon of the first day, but who had not attended at the outset of the hearing and therefore had not been understood to be attending as a witness. The Tribunal therefore had to take some additional time for preparation because of that late witness attendance, albeit I understand that his statement had been provided to the respondent earlier on in proceedings and before the previously adjourned final hearing.
8. From the respondent I had statements from:
 - 8.1. Ms Szabo who attended and gave evidence;
 - 8.2. Ms Yuliana Shainoha and
 - 8.3. Georgia Davies.
9. Neither Ms Yuliana Shainoha nor Georgia Davies attended, and I have placed no weight on their statements as a result because the claimant challenges that evidence and has not had the opportunity of testing their evidence through cross examination.
10. In relation to the witnesses that did attend, the other party had an opportunity of cross examining the witness. I also heard closing submissions from both parties and had regard to the same.

Preliminary Issue – Claimant application for strike out

11. The claimant had made a number of separate applications in the lead up to the final hearing for strike out of the response. The application was pursued on the basis of strike out of the response in its entirety rather than parts of the same. At the outset of the hearing the claimant confirmed that he pursued those applications, and I determined the same as a preliminary issue.
12. The application was pursued on three main grounds, and I address each one in turn.

The Respondent's Representative

13. The first basis that strike out is sought is on the basis that the representative that is present for the respondent, Ms Alexandra Szabo, is not employed by the respondent. Mr Stoica says that at the hearing on 17 July 2025, Ms Szabo stated that she would not be employed by the respondent from 1 October 2025. The respondent fully accepts that they said that at the last hearing because indeed, that is what the position was at that time.
14. However, the respondent has indicated that the position has changed, and Ms Szabo's contract has been extended for a further period of three months. She has confirmed that she has full authority to act for the respondent and I note that separately notice of the hearing has been sent to the respondent, they are clearly aware of the proceedings, and they do not seek to send an alternative representative.
15. The respondent has their Branch Manager also present as observer and he has also confirmed that that is the position; namely that Ms Szabo's contract is extended and that she has full authority to act.
16. In those circumstances I was entirely satisfied that the respondent had sent Ms Szabo as representative, that she had the authority to act, and was still employed by the respondent. As such I did not consider that this formed a basis to strike out the response under Rule 38.

The Response

17. The second basis upon which the application is made is that the response has been presented out of time. The claim form was presented on 15 April 2024. The response was received on 19 July 2024. The basis of the application that Mr Stoica makes is that he has calculated the 28 days from the date that he lodged the claim form with the Tribunal.
18. That is an incorrect calculation because it is the Tribunal that serves the claim form on the respondent and time for presentation of the response runs from that service. I have that document serving the claim form. It was sent on the 26 June 2024 and that confirms that the respondent has until 24 July 2024 in which to present their response.

19. The response was presented on 19 July 2024. It was therefore presented prior to 24 July 2024 and is quite plainly in time.
20. Therefore, the application being pursued to strike out on that basis is misconceived. The response was presented in time; it has been accepted and the case proceeds on that basis.

Non-Compliance with Tribunal Orders

21. The third ground for strike out is non-compliance with previous Tribunal Orders.
22. Firstly, in relation to an order that was made in April 2025. The respondent accepts that they did not comply with that order and the reason why is because there was a mix up with the correspondence and their various offices. Mr Stoica says that that is a false statement as they only have one office and that the respondent's position is that there are seven offices.
23. Regardless of what the position is, I note that the respondent immediately wrote to the Tribunal and provided the evidence as soon as the matter came to their attention and the claimant has been in receipt of that for some time now.
24. Mr Stoica does not take me to anything that suggests that he is unable to proceed with the hearing because of the non-compliance with the order in April. In fact, to the contrary, when I asked him whether or not he was able to proceed with the hearing he confirmed that indeed he was able to.
25. Secondly, the claimant says there has been non-compliance with the order of 17 July 2025. Mr Stoica's position is that the direction at paragraph 4.1 was not complied with. His written application supported by his oral submissions made reference to having not received the witness statements as part of the direction at 4.1. That again is misconceived on his part because there is an entirely separate direction for witness statements at paragraph 6.1. They were due to be provided on or before 19 September 2025. The respondent did provide witness statements on or before 19 September 2025. As such there has not been a failure to comply with that direction.
26. The respondent's position in relation to document exchange as was required by direction 4.1 was that the disclosure process had already taken place earlier in the proceedings (because the final hearing had been due to take place on 17 July 2025) and there were no additional documents that they sought to rely on.
27. There was then a direction for the preparation of a final hearing bundle which I note was complied with. In relation to that, however, Mr Stoica indicated that he was originally able to open the document but subsequently for reasons unknown, that document became corrupted and he was not separately able to open it again. That was not raised by him with the respondent or the Tribunal until the outset of the final hearing. What has

been done, is an electronic version has been resent which the claimant has confirmed he can now open. The Tribunal also offered to print a paper copy which he confirmed that he did not need.

28. In this regard I note that the witness statement was prepared by Mr Stoica prior to the bundle being produced and he does not suggest that he needed that bundle in order to provide that witness statement. Nor does he suggest that not being able to open the bundle subsequently has caused him any difficulties in terms of being able to proceed today.
29. The claimant also raised the fact that the respondent had not prepared a paper copy of the bundle to the hearing as required by direction 7.2 of the July 2025 order. The respondent's representative said that this was simply an oversight, and she left it at her home when leaving for this hearing.
30. Again, this does not have any impact in relation to the fairness of the proceedings today. The claimant has confirmed that he has been provided with a copy of the bundle, he has been able to produce a witness statement, and he has confirmed at the outset that he is ready to proceed. I offered to print a paper bundle for him which he declined, and the Tribunal have separately printed a bundle for use in the witness box, which resolves the issue.

Law and Conclusion on Application for Strike Out

31. An employment tribunal has the power to strike out the whole or part of the claim, response or reply to an employer's contract claim where the relevant party has failed to comply with any of the Tribunal Rules or with an order of the tribunal — rule 38(1)(c) of the Tribunal Rules 2024.
32. In deciding whether to strike out a party's case for non-compliance with an order under rule 38(1)(c), a tribunal will have regard to the overriding objective set out in rule 3 of seeking to deal with cases fairly and justly. This requires a tribunal to consider all relevant factors, including:
 - the magnitude of the non-compliance
 - whether the default was the responsibility of the party or his or her representative
 - what disruption, unfairness or prejudice has been caused
 - whether a fair hearing would still be possible, and
 - whether striking out or some lesser remedy would be an appropriate response to the disobedience (Weir Valves and Controls (UK) Ltd v Armitage 2004 ICR 371, EAT.)
33. It is recognised by case law that strike out of a claim or response is a draconian step. In this case it would prevent the respondent from defending the claim. To the extent that there has been non-compliance with the orders, the Tribunal notes that the respondent has explained the error and complied at the first opportunity. The claimant has been in receipt of the evidence for some time and does not suggest that the issues that have arisen have caused him unfairness or prejudice. It is clear that a fair hearing is still

possible, and the claimant has confirmed that he is ready to proceed. The application for strike out was therefore refused and the case proceeded.

The Issues

34. The issues which the Tribunal need to determine are set out in the case management order of EJ Allott date 17 July 2025 and (using the same numbering) as follows:

7. The issues between the parties which potentially fall to be determined by the tribunal are as follows:-

EQA, section 26: Harassment related to race

7.1 The claimant describes his race as Romanian.

7.2 Did the respondent subject the claimant to the following conduct:

7.2.1 In March 2024, Yuliana Shainoha, on the telephone, said to the claimant words to the effect "If you don't like the job you can find a job somewhere else".

7.2.2 Yuliana Shainoha not paying the claimant the correct wages.

7.2.3 Yuliana Shainoha forcing the claimant to sign a contract with Rocket Paye, a payroll company.

7.2.4 On 15 April 2024, a person the claimant thinks is called Olivia but the respondent thinks is Georgia, calling Middlesex Limited and forcing the director to dismiss the claimant from his employment.

7.2.5 On 15 April 2024, at about 4pm, Olivia/Georgia threatening to call the police if the claimant was not off the site at Tottenham Hale. The claimant says this call was broadcast by speaker in the office thereby humiliating him.

7.2.6 On 5 April 2024, Alexandria Szabo not paying the claimant and only paying the claimant on 8 April 2024.

7.2.7 Dismissing the claimant.

7.3 Was that conduct unwanted?

7.4 If so, did it relate to the claimant's race?

7.5 Did the conduct have the purpose or (taking into account the claimant's perception, the other circumstances of the case and whether it is reasonable for the conduct to have that effect) the effect of violating the claimant's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for the claimant?

Unauthorised deductions of wages/holiday pay

7.6 The parties agree the claimant worked a total of 136 hours. The dispute appears to be around what deductions the respondent could properly make. The respondent was paid an hourly rate of £13.50 or £14.50 per hour by the client. It is the respondent's case that it was entitled to deduct Employer's National Insurance, Apprentice Levy, Company Margin and Employee's Tax and National Insurance. The claimant accepts the respondent could deduct Employee's Tax and National Insurance and Company Margin but not anything else.

7.7 As far as the holiday pay claim is concerned, it is the respondent's case that the holiday pay was rolled up into the claimant's wages whereas the claimant avers it should be in addition.

Remedy

7.8 If the claimant succeeds, in whole or part, the Tribunal will be concerned with issues of remedy and in particular, if the claimant is awarded compensation and / or damages, will decide how much should be awarded.

Background

35. City Site Solutions Limited are an agency which provide workers to their client Middlesex Limited which is a construction site. The claimant was assigned as a labourer to the respondent's end client, Middlesex Limited.
36. The respondent in turn uses an umbrella company called Rocket Pay for payment of wages; that is their preferred pay roll administrator.
37. There is in the bundle an Employment Contract and indeed it is the respondent's position today that the contract or the employment was actually between Rocket Pay, the umbrella company and the claimant and not themselves. That has not previously been raised, and it was not raised in the response, i.e. they did not say we are the incorrect respondent. Further, I note that at a later stage in the proceedings City Site Solutions Limited did take on responsibility for the payroll for which they then accept that they were the employer of the claimant.
38. It is clear that the contractual relationship was between this respondent and the claimant. The agreement was between those parties in terms of the provision of services to the client Middlesex Limited.

The Law

Unauthorised deduction from wages

39. Section 13 of the Employment Rights Act 1996 states that an employer shall not make a deduction from wages of a worker employed by him unless the deduction is authorised.
40. Subsection 3 of that Act states that where the total amount of wages paid on any occasion by an employer to a worker employed by him is less than the total amount of wages properly payable by the worker on those occasions (after

deductions) the amount of the deficiency shall be treated for the purposes of this Part as a deduction made by the employer from the workers wage on that occasion.

41. If the respondent fails to pay the correct holiday pay this would amount to an unauthorised deduction from wages.

Holiday pay

42. Claims for holiday pay can be brought as complaints of unlawful deduction from wages, as complaints of breach of contract or under the Working Time Regulations 1998 ("the WTR").

43. Section 13 of the WTR give workers the right to 28 days holiday a year, including bank holidays. Section 14 of the WTR states that where employment is terminated and annual leave has been accrued but not taken, the employer shall pay the employee in lieu of leave taken. Section 16 of the WTR states that a worker is entitled to be paid for annual leave at the rate of a week's pay in respect of each week of leave.

Harassment

44. Section 26 Equality Act 2010 states:

- (1) *A person (A) harasses another (B) if-*
 - (a) *A engages in unwanted conduct related to a relevant protected characteristic, and*
 - (b) *The conduct has the purpose or effect of-*
 - (i) *Violating B's dignity, or*
 - (ii) *Creating an intimidating, hostile, degrading, humiliating or offensive environment for B.*
- (4) *In deciding whether conduct has the effect referred to in subsection (1)(b), each of the following must be taken into account—*
 - 1. *the perception of B;*
 - 2. *the other circumstances of the case;*
 - 3. *whether it is reasonable for the conduct to have that effect.*

45. Section 136(2) Equality Act 2010 provides that if there are facts from which the court or tribunal could decide, in the absence of any other explanation, that a person (A) contravened a provision of the EqA, the court must hold that the contravention occurred; and S.136(3) provides that S.136(2) does not apply if A shows that he or she did not contravene the relevant provision.

46. In the case of Igen, the Court of Appeal established that the correct approach for an employment tribunal to take to the burden of proof entails a two-stage analysis. At the first stage the claimant has to prove facts from which the tribunal could infer that discrimination has taken place (on the balance of probabilities). If so proven, the second stage is engaged, whereby the burden then 'shifts' to

the respondent to prove on the balance of probabilities, that the treatment in question was 'in no sense whatsoever' on the protected ground. The consequence is that the claimant will necessarily succeed unless the respondent can discharge the burden of proof at the second stage. However, if the claimant fails to prove a "prima facie" case in the first place then there is nothing for the respondent to address and nothing for the Tribunal to assess Ayodele and Hewage.

47. At the first stage of the test, when determining whether the burden of proof has shifted to the respondent, the question for the Tribunal is not whether, on the basis of the facts found, it would determine that there has been discrimination, but rather whether it could properly do so.
48. The burden of proof provisions require careful attention where there is room for doubt as to the facts necessary to establish discrimination, but have nothing to offer where the tribunal is in a position to make positive findings on the evidence one way or another. (Hewage v Grampian Health Board [2012] IRLR 870, SC.)

Failure to provide written particulars

4. Section 1 of the Employment Rights Act states that employees or workers must be provided with written particulars (no later than beginning of employment) and sets out what those particulars should include.
5. S.38 of the Employment Act 2002 states that (subject to schedule 5) where an employer fails to provide written particulars (at the time proceedings were begun) the tribunal must make an award of two weeks' pay and, if just and equitable, the tribunal can consider awarding a higher amount of four weeks.

Fact finding and conclusions

Unlawful Deduction of Wages

Underpayment

49. The claimant's first complaint is a complaint of being underpaid his wages. He says he worked 156 hours and that there were a number of deductions that were taken from him, and which should not have been.
50. The respondent's position is that all of those deductions were contractually agreed, that they had been set out to the claimant beforehand and were authorised deductions. In addition, they say that the claimant only worked for 136 hours, not 156 hours. That is based on the time sheets which have separately been produced.

51. The undisputed evidence before the Tribunal and between the parties is that the claimant started work on 21 March 2024. That is supported by a text message at page 3 which is a text exchange between the claimant and an individual within the respondent's employment called Yuliana (Shainoha). That text confirms that the claimant is to start work tomorrow and that message is dated 20 March 2024.
52. I can see the first time sheet recording worked hours at page 67 and that is for week ending 24 March 2024 which is the Sunday of that week. It is marked on that time sheet that the claimant worked Thursday 21 March, Friday 22 March and Saturday 23 March and so for that week that time sheet is clearly accurate because it aligns with the claimant's start date.
53. The next time sheet is at page 6 and shows that the claimant worked eight hours each day, five days per week but there is the wrong total noted. It is incorrectly noted as eight hours and that is recognised by the respondent, and I understand resulted in corrected pay.
54. The next time sheet that is available in the bundle at page 71 shows the claimant as having worked for four days, which would total 32 hours.
55. I do note from the document exchange between Yuliana and the claimant, that there was discussion about payment for this week and she refers to the fact that it was a bank holiday. Looking back at the calendar I note that that is in line with the fact that it was Easter Monday on 1 April 2024 which was a bank holiday and would align with what the claimant was told at the time.
56. There is then an additional time sheet at page 76 and that again reflects the claimant having worked four days with a total of 32 hours.
57. The final time sheet at page 79 shows the claimant's final working day of 15 April 2024 at eight hours.
58. If I take the totals from those time sheets that does total 136 hours, which would support the respondent's position.
59. The claimant's account is that he worked 156 hours and that is because he says he worked five days per week, eight hours per day. On that account, his first week was only a three day week because he started on Thursday 21 March. Then if had worked three full weeks at five days per week and a final day on 15 April 2024, that would total 19 days. 19 days at 8 hours per day is 152 hours and is therefore short of the claimant's 156 hours.
60. In addition, the claimant in fact says he only worked for the respondent until 5 April 2024. That would then make that calculation significantly less.
61. The respondent does agree that the usual provision of hours would have been for five days per week, eight hours per day, with the possibility of the claimant working on a Saturday but there could be absences for any number of reasons. Their position is that is why they had in place the provision of

time sheets. Each time sheet is signed off by the respondent's end client on site, and the client is then invoiced accordingly.

62. In terms of resolving this dispute, I note that the claimant has provided numerous calculations throughout in relation to the hours that he has worked and what he is owed. I have two separate witness statements as I have already referred to, both dated 27 July 2025 with each giving different figures in terms of the wages that are due.
63. There are also contradictions in terms of the amount that the claimant says he is owed throughout the bundle. There is a text message at page 33 where he sets out an amount that he says he is due. I note in that, that he accepts that he did work a 32-hour week, which again would be in accordance with the time sheets. The claimant then goes on to provide at page 35 another separate and different figure than the one provided on page 33. There is again, at page 39 another figure in terms of the amount that he says that he is owed.
64. I also note within his ET1 claim form, that a different figure is provided again there. Therefore, I consider that the claimant has been inconsistent throughout in terms of the number of hours and wages he says he is owed. In those circumstances I prefer the evidence of the respondent and that is the documented time sheets which reflect that the claimant worked 136 hours.
65. Therefore, I conclude and find that the claimant worked a total of 136 hours for the respondent. 136 hours at a rate of £13.50 per hour would give a total gross for wages of £1,836.
66. In his calculations the claimant has provided the net payments that were made to him at pages 54 and 56 of the bundle and has taken his calculation of the final figure, less what he received, to achieve the sum that he says is owed. That is, in my view, an inaccurate calculation because the respondent would have always been entitled to make, at the very least, deductions of Tax and National Insurance and so taking the gross figure and deducting the net amounts received and saying *I am owed the difference* would not result in an accurate amount that is owed in any event.
67. I do go on to look at the deductions as per the wage slips and the involvement of the umbrella company Rocket Pay for the purposes of payroll. The effect of those umbrella companies is that ultimately, they are not the end receiver of the work that is carried out by the claimant and as such, those umbrella companies do ordinarily pass on the employer's National Insurance contributions.
68. At page 59 of the bundle, the claimant is informed by the respondent of this pay set up and the particulars clearly indicate that from the agreed rate of pay, there will be deductions of, employer and employee national insurance contributions, tax, apprenticeship levy at 0.5% and company margin of £16.00. That forms the contractual agreement between the parties. That is further re-iterated in the contract of employment between the umbrella

company and the claimant at page 61 and which is signed by the claimant at page 62.

69. The claimant accepts that the respondent was entitled to deduct tax, employee national insurance contributions and the company margin. He disputes the employer national insurance contribution and the Apprenticeship levy.
70. In respect of both of those aspects, the employer's National Insurance contribution and the Apprenticeship Levy, I am satisfied that that was set out in the details of assignment which were sent to him at page 58 and I conclude were deemed accepted by him; both by his working under those terms and from his subsequent signing of that contract which I will separately go on to. On the evidence before me the agreed rate of pay was less those deductions. I therefore conclude that those amounted to authorised deductions.
71. Turning to the wage slips, page 68 shows a payment of 24 hours with those deductions having been made. Page 70 shows a payment of 40 hours, again with those deductions. Page 77, this being the first wage slip from the respondent, shows two payments of 32 hours and then page 80 shows 8 hours as a labourer and separately holiday pay which I will come to.
72. If I take those amounts: the 24 hours, the 40 hours and the two lots of 32 hours plus the 8 hours, that totals the 136 hours which I have concluded the claimant worked. I am entirely satisfied, in those circumstances, that the wage slips have and do reflect the 136 hours and that was paid to the claimant. There has not been any underpayment or unauthorised deduction from wages.

Holiday Pay

73. I go on therefore to look at holiday pay. I calculate this based on the 136 hours that have been worked. I can see at pages 80 and 81 of the bundle, that in addition to the 136 hours that have been worked, there is then a total payment of 9 hours of holiday; that is 8 hours and then 1 hour.
74. In respect of any additional holiday, the respondent's position is that it gets rolled up into the hourly rate of £13.50 and that the claimant signed his agreement to that, at page 63. They also state that the first page of the contract with Rocket Pay, at page 61 says that the rate includes holiday pay. The respondent goes on to say that the rate of £13.50 is inclusive of holiday and that the claimant would have received a lower rate of pay had holiday not been rolled up. For example, if he had decided or elected to have taken the payment when he took leave, throughout his weekly pay he would have received a lower rate.
75. Firstly, dealing with that document at page 63 the claimant says that is not his signature. I am afraid that I simply disbelieve the claimant on this. I have compared that signature to his witness statement and on my observation, I consider that it is the same signature. The claimant also has

not raised the fact that it is not his signature at any earlier stage in proceedings; it is not in his witness statement or raised separately with the Tribunal or respondent.

76. It is in fact, to the contrary, part of the claimant's case of harassment related to race (outlined at issue 7.2.3) that he was forced to sign that document. He cannot have it both ways. Either he was forced to sign it, and he did sign it, or he did not. I find for those reasons that he did sign it.
77. That document purports at page 61 to provide the provision of rolled up holiday pay. That is a legitimate method for an employer to take when an individual is working irregular hours. I can see that is the intention from the first page of that document.
78. However, I do not find that there was an agreement by the claimant for the rate of £13.50 to be inclusive of the holiday pay. The reason why is because when I look at the text at page 3 and the suggested rate of £13.50 there is nothing which would suggest that that is inclusive of the equivalent of 12.07% holiday pay. Further, within the document at page 63 there is a choice for the claimant whereby he can either elect for the holiday accrued to be paid each month or it to be held so that he is paid when he takes the leave. There is nothing within that document that says if the claimant chooses to have his holiday paid when he takes it (rather than as accrued monthly) that he would get a lesser rate of £13.50, namely a 12.07% deduction.
79. I consider that if the £13.50 rate was to be inclusive, that is at odds with that document which does not indicate there will be a reduction based on the different options.
80. It follows that whilst the rolled-up holiday arrangement is a legitimate arrangement, I consider that it is legally ineffective in these circumstances. Consequently, upon termination of his employment and pursuant to Regulation 14 of the Working Time Regulations, the claimant is entitled to receive a payment for his accrued but untaken annual leave. By failing to make that payment the respondent has made an unauthorised deduction from his wages.
81. Taking 12.07% of the 136 hours, the claimant would have been entitled to 17 hours holiday pay.
82. From the evidence before me (page 80-81), he has been paid 9 hours of holiday pay in addition to the 136 hours that was worked. He should have been paid for 17 hours meaning there has been an underpayment of 8 hours. 8 hours accrued at £13.50 per hour totals £108 and I have issued Judgment for the respondent to pay that £108 to the claimant.

Harassment Related to Race

83. I turn now to the harassment related to race and I am going to through each of the issues in turn with reference to the list of issues.

84. In addressing these complaints, I have in mind s136 EqA and the fact that is much harder for a claimant to prove the employer's reason or motivation for doing something. I also acknowledge hidden and/or subconscious discrimination (*Anya v University of Oxford* [2001] IRLR 377, where the court said 'very little direct discrimination today is overt or even deliberate.'
85. However, in this case I am in the position of being able to make positive findings of fact and apply the principles in Hewage above.

Issue 7.2.1

86. As to 7.2.1 this is the comment made by Yuliana that if the claimant did not like the job, he could find a job elsewhere.
87. As a matter of fact, I find that Yuliana did say that comment. The claimant and his witness are both clear that that conversation took place by telephone. Indeed, in the text message exchange between the claimant and Yuliana she says words that are very similar and will support the proposition that she said it to the claimant on the telephone.
88. The claimant's witness Mr Bitlan differed from the claimant on this point in that he said that she had said that she would find another "fool" to do the job, which suggested that the claimant was a fool. However, I note that the claimant's own witness statement does not suggest that there was this comment about being a fool and nor was that understood in terms of the comment as explored by Employment Judge Allott when drafting the List of Issues.
89. I find the words that she used to be "if you don't like the job, you can find a job somewhere else" and that is in accordance with the claimant's evidence.
90. I do find that being told that was unwanted conduct by the claimant.
91. I therefore go on to look at whether that related to the claimant's race, and I conclude that it did not. The claimant was asked about why he believed it was related to race and he stated it was because Georgia Davies had made a comment about him going back to his own country (and I will separately come to that comment in my reasons later.)
92. This allegation of course concerns Yuliana and not Georgia and in response to further questioning the claimant was very clear that he understood that Yuliana had said this comment because they were having an argument over wages. As such, on the claimant's own account that comment was not related to his race and was in relation to wholly different reasons concerning his payment of wages.

Issue 7.2.2

93. Turning to issue 7.2.2, namely Yuliana not paying the claimant the correct wages, on my findings the claimant had not been paid the correct wages in

respect of the holiday pay. I have not found that there was any other incorrect payment.

94. To the extent that there has been an incorrect payment of holiday pay, I am satisfied that this is because of the respondent's incorrect belief that this was rolled up into his wages and therefore was not related to the claimant's race. That is supported by the fact that the document at page 60 clearly attempts to include holiday pay as 'rolled up pay'. I have however concluded that it is legally ineffective in these circumstances.
95. The claimant seeks to expand this allegation by suggesting that it was only Romanian Nationals that were offered payment through the umbrella company. Firstly, I conclude that there was no incorrect payment of wages through Rocket Pay but secondly, I accept the evidence of Ms Szabo that all the employees are offered this pay roll system as the respondent's preferred payroll administrator. The claimant has not adduced any evidence to support his suggestion that this was only offered to Romanian nationals.

Issue 7.2.3

96. As to issue 7.2.3 this is the allegation that Yuliana forced the claimant to sign a contract with Rocket Pay.
97. I have difficulty believing the claimant in relation to this issue. In respect of this issue his account is that he was forced to sign it, however for his holiday pay complaint he denied it was his signature. In those circumstances, if he did not sign it, clearly, he was not forced to sign it.
98. As outlined above however I have concluded that he did sign the contract and as to whether he was forced to do so, I am assisted by the contemporaneous documentation in relation to the circumstances in which that was signed. That is the text message exchange that is produced by the claimant himself at pages 6 – 8 of the bundle where there appears to be a log in attempt to some sort of employment related portal and then on 21 March 2024 at page 8 there is talk about a pay example which I consider is reference to page 60 within the bundle. I can then see from the exchange that Yuliana then refers to it being an umbrella and that the claimant will be sent a link.
99. There is nothing from that exchange, in my judgement, that could lead to the conclusion that this was a forced requirement. I can see the claimant is sent a voice note, but that content has not been produced. I consider if relevant this was within the claimant's power to produce because this is his text exchange. In the next exchange he replies, "I'm in" and Yuliana replies "thank you". There is then another voice note, again within the claimant's power to produce this but he has not done so and then there is no reply from the respondent.

100. From that exchange there is nothing which would suggest that it was a forced requirement.
101. Given the issues in relation to the credibility of the claimant's account regarding this issue, I place weight on that contemporaneous evidence and conclude that the claimant was not forced to sign that contract.
102. As such, that allegation falls away because I conclude that it did not occur as a matter of fact.

Issue 7.2.4

103. The next allegation, is Georgia Davies forcing the Director of Middlesex Limited to dismiss the claimant from his employment. It is framed at Olivia in the list of issues, but the claimant now accepts the allegation concerns Georgia.
104. The claimant's evidence is that he left City Site Solutions Limited on 5 April 2024. He stated in his oral evidence that having left on 5 April 2024 he began working for Middlesex Limited directly on 8 April 2024 and he says that there was an agreement orally and then by writing in text message between himself and Middlesex. He produced this evidence during the course of the final hearing, and the respondent was given additional time to consider this. This consists of a text message exchange between Mateo (the site manager at Middlesex) and himself which he says supports that agreement between the parties.
105. In that regard, I note that that text message exchange is dated 11 April 2024. That therefore post-dates the date the claimant gives as the start date of his employment with the new company Middlesex Limited, namely he said it was 8 April 2024. Therefore, I conclude that the exchange is not supportive of the conclusion that he started employment with Middlesex on 8 April 2024.
106. I also note that even when he was putting questions to the respondent's witness, he was asserting that the relationship had ended on 15 April 2024, which is then at odds with that position.
107. Further, the claimant has calculated his unauthorised deductions based on having worked up until 15 April 2025.
108. Further, in relation to the text message exchange, that does make a reference to, "you are with us then" and it does then seem to obtain the claimant's bank details. That appears to be solely in relation to the purpose of lending the claimant money.
109. What I can see from the time sheets is that Middlesex Limited continued to send their time sheets to the respondent. I conclude that if it was Middlesex Limited's intention to hire the claimant directly, there would be no reason to submit those time sheets to the respondent and indeed, the respondent continued to pay the same.

110. The claimant, for the first time, in closing submissions said that the respondent had forced Middlesex Limited to complete those time sheets. I consider that that explanation is simply not plausible because there appears to be no reason why the respondent would have forced their client to continue to invoice them if that client wished to form a relationship with the claimant directly.
111. Therefore, I conclude that there was no employment between Middlesex Limited and the claimant.
112. What that means, therefore, is that there was no employment between Middlesex and the claimant for Georgia to have been able to force the Director to have terminated. That complaint therefore fails.

Issue 7.2.5

113. Issue 7.2.5 is that Georgia threatened to call the police on 15 April 2024 if the claimant was not off site at Tottenham Hale. The claimant says that this call was broadcast by the speaker in the office thereby humiliating him. Georgia has not attended to dispute this, and I am not assisted in relation to any documentary evidence as to whether that did or did not happen.
114. I therefore accept the claimant's account in relation to that, that she did threaten to call the police if the claimant did not leave the site. I conclude that that would be unwanted conduct. I then go on to look at whether or not that related to the claimant's race.
115. Here I do consider that I am assisted by the contemporaneous documents in relation to Georgia's motivation for this comment.
116. I will make the observation that the claimant's dealings with the respondent are highly undesirable. I have regard to exchanges with Yuliana, particularly pages 24 – 26 of the bundle where he sends multiple messages on 5 April 2024 around the issue of pay. I note that in this exchange there appears to be 5 voice notes sent by the claimant, followed by 19 text messages which include comments,

“don't fuck with me bitch” ;

“with all my respect go fuck yourself” ; and

“where is my fucking money bitch”.

117. That is then followed by more voice notes and a number of attempted telephone calls. Those messages are all sent in very quick succession of each other over a time span starting at 17.25 hours and ending at 20.08 hours.
118. On 7 April 2024 (at page 29) there are two further text messages as follows:

“I still waiting for my fucking money bitch. Do you think I have time to stay after a bitch like you.”

119. The claimant then appears to block the chat with that individual and then unblock the individual in order to send another text message on 8 April 2024 which reads,

“I want my fucking money right now bitch”

120. I then note that on 12 April 2024, at page 38 I can see a total of 8 telephone calls that are made to Yuliana all which go unanswered. These are again all made in quick succession between 19.59 and 20.05 hours. This demonstrates that the claimant was therefore persistent in his calling despite the fact that the calls were unanswered.

121. Ms Szabo’s evidence was that after the claimant came to the office on 12 April 2024, he called her over the weekend and left several threatening calls in a similar vein. I accept the evidence of Ms Szabo in this regard because it is reflected by the claimant’s conduct towards Yuliana. It is also supported by emails on 12 April 2024, at page 75 where the claimant says,

“give me my fucking money bitch right now”

And also goes on to say,

“I want my fucking money until tomorrow. Stop fucking around cunt.

Gove [give] me the money to pay my rent bitch. I’m sick of you all.”

122. There is similar exchange, page 78 on 16 April 2024. Whilst I note that post-dates the date of this complaint it gives a further representation of the claimant’s conduct towards the respondent and its other employees.
123. I conclude that it is in that context in which Georgia makes the comment that she will call the police. That is clearly because of the claimant’s conduct in his dealings with the respondent and I conclude has nothing to do with his race.
124. The claimant, in oral evidence said for the first time that Georgia had told him to go back to his own country. That is not referred to in his witness statement. I consider it is highly relevant to the issue of harassment related to race, which is the complaint that the claimant brings, and I consider that his suggestion that this comment was made was an attempt to try and bolster this allegation.
125. I conclude in those circumstances that it was not said.
126. He also stated for the first time in closing submissions, that Georgia called him “a piece of shit” in this context. Again, I conclude that given that was not raised until closing submissions that has simply been stated in an attempt to bolster this allegation. Had it been said, I consider it would have

been included in the evidence earlier on in proceedings and not suggested for the first time in closing submissions.

127. I conclude therefore that these actions did not relate to race but the entirely separate reason of the claimant's conduct towards the respondent as documented.
128. I also conclude that looking at all of the circumstances, it is not reasonable for that conduct to have had the effect of violating the claimant's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for him in circumstances where it has been said in the context that I have outlined and in the context of the manner in which this claimant presented himself to the respondent.

Issue 7.2.6

129. I go on to look at allegation 7.2.6, namely the allegation that on 5 April 2024, Ms Szabo not paying the claimant and only paying the claimant on 8 April 2024.
130. It is accepted that the date is noted incorrectly here. This actually relates to the issue that happened on 12 April 2024 and the payment that was then made to the claimant on 15 April 2024.
131. I am entirely satisfied with the explanation given by Ms Szabo in relation to this. She accepts that the payment was not made on 12 April 2024. That was in circumstances where the claimant was not happy with Rocket Pay and as such the respondent worked with him in order to change the form of payment. That arose after the payroll had already been run. They were then in a situation where there was nobody able to send the transfer and Ms Szabo made attempts to contact the Managing Director to make that payment. The result was that the payment was not made until 15 April 2024. That is reflected in the email Ms Szabo sends to the claimant on 12 April documented at page 75 of the bundle where this is explained to the claimant.
132. Whilst I accept that there was the non-payment and that clearly would have been unwanted by the claimant, I am entirely satisfied that that did not relate to the claimant's race but instead related to the circumstances as outlined by Ms Szabo and supported by the email at page 75.
133. I will just briefly address, albeit it is not pleaded in a separate allegation, within the claimant's witness statement it was said that the Manager had forced the claimant to attend on 12 April 2024 and there is also reference in the witness statement to staff having laughed at him in relation to his situation. I also note that in the ET1 claim form, the claimant does refer to having to go to the office but does not suggest within that that he was forced to do so.
134. The respondent's position is that the claimant attended the offices of his own volition. Ms Szabo says he was taken into a side room in order to discuss

how they could resolve the issue namely his concern about the payroll company. Given the inconsistencies in the claimant's evidence on other issues identified above, I prefer the evidence of Ms Szabo on this issue. I conclude therefore that the claimant was not forced to attend the office and nor was he laughed at.

Issue 7.2.7

135. In respect of the final issue 7.2.7, this is a complaint that the claimant was dismissed as an act of harassment related to race.
136. The claimant's own case is that he resigned and indeed did so at a much earlier time to that which the respondent says he did. His own case is that he was not dismissed. If there was no dismissal, the complaint fails.

Summary of conclusions

137. For those reasons, the complaint of harassment related to race is not well founded and is dismissed.
138. The complaint of unauthorised deduction from wages in respect of being paid the incorrect amount of wages for the hours worked, is not well founded. The claimant worked and was paid for 136 hours.
139. The complaint of unauthorised deductions from wages in respect of employer national insurance contribution and apprenticeship levy is not well founded and is dismissed. The deductions made were agreed between the parties as part of his rate of pay and set out at page 59.
140. In respect of the holiday pay complaint, the respondent failed to pay the claimant his accrued holiday pay and is ordered to pay the claimant £108.00.
141. Within the schedule of loss, the claimant seeks compensation for injury to feelings within the Vento Bands. That falls away because his discrimination complaint fails. Nor is there any discriminatory dismissal to cover the losses that are sought separately in relation to that schedule of loss.
142. There is a complaint within the schedule of loss for a failure to provide written particulars. I am satisfied that page 58 sets out the details of the agreement between the claimant and City Site Solutions Limited such to satisfy the requirement to provide written particulars. Therefore, I make no award in those circumstances.

Approved by:

Employment Judge French

Date: 27 November 2025

Sent to the parties on:
1 December 2025

For the Tribunal Office.

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