



EMPLOYMENT TRIBUNALS

Claimant: Ms D Jakus-Szampor

Respondent: Lee-Anne Plumb R1
Alexanderplumb Ltd (in creditors voluntary liquidation) R2

Heard at: Watford Employment Tribunal (In Public; In Person)

On: 1 and 2 December 2025

Before: Employment Judge Quill (Sitting Alone)

Appearances

For the Claimant: In Person
For R1: In Person
For R2: No appearance or representation

JUDGMENT

Liability Matters

1. R2 had a contract with the Claimant and that was a contract of employment.
2. There was no contract between R1 and the Claimant. All claims against R1 are dismissed.
3. R2 dismissed the Claimant. The dismissal was one within the definition in section 95(1)(c) of the Employment Rights Act 1996 ("ERA"). That is, it was a "constructive dismissal".
4. The effective date of termination was 1 November 2024.
5. R2 unfairly dismissed the Claimant.
6. R2 dismissed the Claimant in breach of contract (failure to give notice of

dismissal). The Claimant was entitled to 4 weeks notice.

7. R2 breached the Working Time Regulations 1998 ("WTR"). R2 failed to provide the Claimant with any period of paid time off, as required by Regulations 13 and 13A WTR, during the entire period of employment.
8. R2 failed to supply the Claimant with a statement of initial employment particulars.

Remedy Matters

9. There is no re-employment order.
10. The Claimant's gross weekly pay from R2 was £231.20 per week.
11. The Claimant is entitled to a basic award for unfair dismissal equal to four times the weekly pay, so the basic award is £924.80.
12. For the compensatory award for unfair dismissal and for damages for breach of contract, I assess the Claimant's losses as zero.
13. For breach of WTR, the Claimant is entitled to compensation for the fact that the Respondent prevented her from having any paid time off at all. She was employed for 4.7918 years and she was entitled to 5.6 weeks per year. Her compensation is $4.7918 \times 5.6 \times £231.20$ which is £6204.04.
14. The Claimant is entitled to an award under Section 38 of the Employment Act 2002. The Claimant is entitled to the "higher amount" which is 4 weeks pay. She is therefore awarded £924.80.
15. No adjustment – either in the Claimant's favour or in R2's favour – is appropriate in accordance with section 207A of Trade Union and Labour Relations (Consolidation) Act 1992.
16. Thus **R2 is ordered to pay the Claimant the grand total of £8053.64** which is made up of the components listed above.
17. The Recoupment Regulations do not apply.

Costs Matters

18. R1's application for a preparation time order is refused.

Approved by:

Employment Judge Quill

Date: 5 December 2025

JUDGMENT SENT TO THE PARTIES ON
12 December 2025

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FOR THE TRIBUNAL OFFICE

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