



EMPLOYMENT TRIBUNALS

Claimant: Julia Anderton

Respondent: Our Taap UK Limited

Heard at: London Central (CVP)

On: 6 August 2025

Before: Employment Judge Khan

Representation

Claimant: Mr N Roberts, counsel

Respondent: Ms L Bone, counsel

JUDGMENT

The application for interim relief is refused.

REASONS

1. I gave judgment orally at this hearing when written reasons were requested. These are provided below. I apologise to the parties for the delay in providing these reasons.
2. By a claim form presented on 23 July 2025, the Claimant brings complaints of detriment and automatic unfair dismissal by reason of making a protected disclosure, and breach of contract. The claim form included an application for interim relief. This application was made within the statutory time limit of seven days within the date the dismissal took effect.

The relevant legal principles

Interim relief applications

3. Section 128(1)(b) of the Employment Rights Act 1996 ("ERA") provides that an employee who brings a claim that she has been dismissed by reason of making a protected disclosure may make an application to the tribunal for interim relief.

4. Where such an application is made, section 129(1) provides that:

where, on hearing an employee's application for interim relief, it appears to the tribunal that it is likely that on determining the complaint to which the application relates the tribunal will find—

(a) that the reason (or if more than one the principal reason) for the dismissal is one of those specified in ... section 103A [the making of a protected disclosure]

the tribunal is to order reinstatement or re-engagement or otherwise make an order for continuation of the employee's contract until the final hearing.

5. In this context, "likely" requires the Claimant to show that there is a "pretty good" chance that the claim will succeed at trial (see *Taplin v C. Shippam Ltd* [1978] ICR 1068); it connotes a "significantly higher degree of likelihood" than "more likely than not" (see *Ministry of Justice v Sarfraz* [2011] IRLR 562).
6. As was underlined by the EAT in *Dandpat v University of Bath* [2009] UKEAT/0408/09/LA:

"there were good reasons of policy for setting the test comparatively high... if relief is granted the respondent is irretrievably prejudiced because he is obliged to treat the contract as continuing, and pay the claimant, until the conclusion of proceedings: that is not a consequence that should be imposed lightly".

7. Under rule 94 of the Employment Tribunal Procedure Rules 2024, where a tribunal hears an application for interim relief it must not hear oral evidence unless it directs otherwise.
8. In determining such an application, a tribunal is not required to make findings or reach a final judgment on any point, see *Parsons v Airplus International Ltd* UKEAT/0023/16/JOJ, at para 8:

"On hearing an application under section 128 the Employment Judge is required to make a summary assessment on the basis of the material then before her of whether the Claimant has a pretty good chance of succeeding on the relevant claim. The Judge is not required (and would be wrong to attempt) to make a summary determination of the claim itself. In giving reasons for her decision, it is sufficient for the Judge to indicate the "essential gist of her reasoning": this is because the Judge is not making a final judgment and her decision will inevitably be based to an extent on impression and therefore not susceptible to detailed reasoning; and because, as far as possible, it is better not [to] say anything which might pre-judge the final determination on the merits."

Protected disclosures

9. For there to be a protected disclosure, a worker (or employee in respect of an unfair dismissal complaint) must make a qualifying disclosure, as defined

by section 43B ERA, and do so in accordance with sections 43C-H, where relevant.

10. Section 43B(1) provides that a qualifying disclosure means any disclosure of information which, in the reasonable belief of the person making the disclosure, is made in the public interest and tends to show one or more of the following six prescribed categories of wrongdoing:
 - (a) *that a criminal offence has been committed, is being committed or is likely to be committed,*
 - (b) *that a person has failed, is failing or is likely to fail to comply with any legal obligation to which he is subject,*
 - (c) *that a miscarriage of justice has occurred is occurring or is likely to occur,*
 - (d) *that the health and safety of any individual has been, is being or is likely to be endangered,*
 - (e) *that the environment has been, is being or is likely to be damaged, or*
 - (f) *that information tending to show any matter falling within any one of the preceding paragraphs has been, or is likely to be deliberately concealed.*
11. Section 43L(3) provides that where the information is already known to the recipient, the reference to the disclosure of information shall be treated as a reference to bringing the information to the attention of the recipient.
12. As has been restated in *Williams v Michelle Brown* UKEAT/0044/19/OO, a qualifying disclosure must have the following elements:
 - (1) It is a disclosure of information (taking account of section 43L(3), if relevant). This requires the communication to be of sufficient factual content or specificity to be capable of tending to show a relevant failure; whether this standard is met is a matter of evaluative judgment for a tribunal in light of all the facts of the case (see *Kilraine v Wandsworth LBC* [2018] ICR 1850).
 - (2) The worker has a reasonable belief that this information tends to show a relevant failure. This has both a subjective and objective element so that the worker must have a subjective belief and this belief must be reasonably held (see *Kilraine*). In considering this the tribunal must take account of the individual characteristics of the worker (see *Korashi v Abertawe Bro Morgannwg Local Health Board* [2012] IRLR 4). In making an assessment as to the reasonableness of the worker's belief that a legal obligation has not been complied with a tribunal must firstly identify the source of the legal obligation that the worker believes has been breached (see *Eiger Securities LLP v Korshunova* [2017] IRLR 115).
 - (3) The worker also has a reasonable belief that the disclosure is made in the public interest. A tribunal must first ask whether the worker believed that the disclosure was in the public interest, at the time that it was made, and if so, whether that belief was reasonably held (see *Chesterton Global Ltd v Nurmohamed* [2017] IRLR 837). There is no legal definition of "public interest" in this context. The question is one to be answered by the tribunal on a consideration of all the circumstances of the particular case. Relevant factors could include: the numbers in

the group whose interests the disclosure served; the nature of the interests affected and the extent to which they are affected by the wrongdoing disclosed; the nature of the wrongdoing disclosed; and the identity of the alleged wrongdoer (see *Chesterton*). Public interest need not be the only motivation for making the disclosure. Further guidance has more recently been given by the EAT in *Dobbie v Paula Felton t/a Feltons Solicitors* UAEAT/0130/20/OO (at paras 27 and 28).

13. Whether the information amounts to a disclosure and whether the worker had a reasonable belief that this information tended to show a relevant failure must be considered separately by a tribunal but these issues are likely to be closely aligned (see *Kilraine*). If a statement has sufficient factual content and specificity such that it is capable of tending to show a relevant failure then it is likely that the worker's subjective belief in the same will be reasonable. The reverse is equally applicable. However, it may also be necessary for a tribunal to consider the wider context in which the information has been disclosed.
14. A qualifying disclosure is protected if it is made to the employer (section 43C).

Automatic unfair dismissal: protected disclosures

15. The burden is on the claimant to show that the reason or principal reason for dismissal was that she made a protected disclosure (see *Ross v Eddie Stobart Ltd* UAEAT/0068/13/RN).
16. The focus of the tribunal's enquiry must be the factors which operated on the employer's mind so as to cause them to dismiss the employee. In *Abernethy v Mott, Hay and Anderson* [1974] ICR 323, Cairns LJ said this (at p. 330 B-C):

"A reason for the dismissal of an employee is a set of facts known to the employer, or it may be of beliefs held by him, which cause him to dismiss the employee."

This guidance was approved by Underhill LJ in *Beatt v Croydon Health Services NHS Trust* [2017] IRLR 748:

"As I observed in Hazel v Manchester College [2014] EWCA Civ 72, [2014] ICR 989, (see para. 23, at p. 1000 F-H), Cairns LJ's precise wording was directed to the particular issue before the Court, and it may not be perfectly apt in every case; but the essential point is that the 'reason' for a dismissal connotes the factor or factors operating on the mind of the decision-maker which cause them to take the decision – or, as it sometimes put, what 'motivates' them to do so..."

The issues

17. To succeed in this application, the Claimant must demonstrate that she has a pretty good chance of establishing the following at a final hearing:
 - a. She made one or more qualifying disclosure as defined by section 43B ERA which requires the claimant to show that: (i) she made a

- disclosure of information; (ii) she had a belief that this information tended to show a relevant category of wrongdoing; and (iii) that belief was reasonably held; (iii) she had a belief that the disclosure was made in the public interest; and (iv) that belief was reasonably held.
- b. She made this qualifying disclosure to a relevant person. That is not at issue.
 - c. The reason or main reason for his dismissal was that she made one or more protected disclosure.

The procedure

- 18. No oral evidence was heard.
- 19. The Claimant relied on two statements.
- 20. The Respondent relied on a statement from Tom Stazicker, CEO.
- 21. There was a primary hearing bundle of 232 pages. The Claimant also produced a supplemental bundle of 29 pages. I considered the pages to which I was referred.
- 22. I also considered the parties' written submissions and oral submissions.
- 23. References below to [5], and [C/5], [CS/5] and [TS/5] are to the bundle and to the Claimant's primary and supplemental witness statements, and Mr Stazicker's witness statement, respectively.

Analysis and conclusions

- 24. None of what follows amounts to a finding of fact which binds any subsequent tribunal that is required to decide the claim.
- 25. The Respondent is an e-commerce business supplying countertop filtration systems to customers in the UK via consumer hire contracts. As such, it is regulated by the Financial Conduct Authority ("FCA").
- 26. The Claimant was initially employed by the Respondent as Re-Brand Strategy Director from 9 September 2024 – she says [C/3] that this was subsequently retitled Brand and Marketing Director – until her dismissal on 16 July 2025. It is agreed that as part of her role, she was responsible for website branding.
- 27. The Claimant was part of the leadership team, which included Tom Stazicker, CEO, to whom she reported, Stuart Jones, Operations Director, and Rob Bruce, Finance Director.
- 28. At the material time, the Respondent's website, customer service and telesales were operated by Randem Group Ltd, an external agency. Randem received commission for sales completed via telesales but not through the Respondent's website. Accordingly, each sale completed via telesales, and in respect of which Randem received a commission payment, reduced the Respondent's sales revenue and profit. In addition to his role with the Respondent, Mr Jones was a director and shareholder of Randem.

The Claimant claims that she was concerned about the technical integrity and governance of the Respondent's website, specifically a lack of transparency regarding its operation and a potential conflict of interest arising from Mr Jones' dual roles and responsibilities, and also between Randem and the Respondent.

29. The Claimant says [C/18] that in early May 2025 she asked Mr Jones to produce a report to ascertain when "leads" i.e. potential sales were converted during each stage of the web journey. She also says [C/17] that, in the same month, she and another colleague became concerned about the volume of telesales; and that they subsequently became suspicious that the sales team were intervening, including by offering discounts, to induce website customers to complete their transactions via telesales. The Claimant also says [C/19-20] that the potential conflict of interest between Randem and the Respondent became increasingly apparent, in June and July 2025; as well as a lack of transparency in relation to Randem's resolution of website issues which were impacting on sales and profits.
30. It is relevant to note that the Claimant resigned on 8 May 2025 giving three months' notice. The Claimant says [C/15] that this followed immediately after a successful board meeting, she was struggling with working more than 65 hours each week, she felt that Mr Stazicker was failing to understand the volume or nature of her work and she was approaching burn-out. Following a discussion with Mr Stazicker that day, he emailed to Claimant [148] to invite her to withdraw her resignation stating:

"You are incredibly valued part of the team. I would be extremely sad if you left and I am determined to fix the issues you raised and we discussed today"

to which the Claimant replied, the next day [148], to withdraw her resignation. They had a facilitated coaching and mediation session the following week. It was agreed that they would have ongoing facilitated coaching sessions.

31. Mr Stazicker says [TS/15-16] that this was not the first time the Claimant offered to resign, the first occasion being in late October 2024, following a meeting when the Claimant had allegedly become angry in response to a query from Mr Bruce and when he had queried her an unscheduled absence from the office and she messaged him to say that she was "Getting the strong sense I might not be right for the role..." [123]. Mr Stazicker also says [TS/17-18] that the Claimant offered to resign a second time, in February 2025, against the backdrop of ongoing challenges relating to communication and meeting attendance, and her inability to attend on one the designated office days owing to childcare commitments.
32. The Claimant says [C/22] that on 26 May 2025 she flagged an incident of a customer being credit-checked twice and irregular check out activity on the website.
33. The following day, she organised a marketing and web design meeting on 9 July 2024, to which she invited Randem's lead developer, who subsequently confirmed his attendance. She says [C/23] that Mr Stazicker

was supportive of this meeting.

34. Mr Stazicker says [TS/26-28] that during a leadership meeting on 25 June 2025, performance issues were raised about the Claimant's two-person marketing team, when she complained about one member of her team and suggested that the Respondent "get rid" of him.
35. The Claimant says [C/25] that when, on 30 June 2025, a customer reported checkout freezing issues on the website, she contacted Randem's developers, and Mr Jones, to resolve this issue. She felt that Mr Jones was downplaying this issue. Mr Stazicker says [TS/30] that the Claimant did not turn up to the monthly sales and operations planning meeting that morning.
36. The Claimant says [C/26] that at a team meeting the next day, Mr Stazicker admonished her for contacting the developers directly. She also says [C/27] that another member of her team disclosed long-standing issues relating to the lack of transparency on website issues, that her predecessor had experienced similar resistance and it had become apparent to her that raising concerns about the website carried risk. Later that day, Mr Jones confirmed that Randem's lead developer would not be attending the meeting on 9 July 2025 although he would be available to meet with the leadership team instead.
37. At a company awayday on 3 July 2025, the Claimant says [C/30] that Mr Stazicker acknowledged her achievements and arranged for a birthday cake for her. It is not disputed that the Claimant was praised for the work she had done in launching the brand.
38. The Claimant was then absent from work due to a personal issue for the next three working days (on 4, 7 and 8 July 2025).
39. When she was next at work, on 9 July 2025, the Claimant says [C/32] that she asked Mr Stazicker why she could not meet with the web designer / developer without all directors being present, and he became agitated and chastised her. Mr Stazicker emailed her later that day [160-161] to summarise their discussion:

"...you feel you are not getting what you need from the team in certain areas particularly from Rob on budget and from Stuart on the website support model. You were upset when I said we all wanted to help, and said that it felt like I and the team thought you were failing...that was not my intention "My goal was/is to support you and drive the pace and quality of our marketing delivery over the coming months which is critical for our business."

Mr Stazicker identified the following three actions for the Claimant to take: to outline in writing the specific tasks or support she needed; to engage directly with Mr Jones and Mr Bruce; and to attend leadership meetings more consistently. Mr Stazicker says [TS/48] that the Claimant's immediate response when they spoke later that day was to query whether she was being performance managed. The Claimant emailed him the next day to query whether Mr Stazicker was highlighting concerns with her attendance. In his response [161-163], Mr Stazicker referred to their previous

discussions about:

“the importance of clarity of communication and consistency of meeting cadence to drive team (marketing and wider) engagement and performance. I see this as a key development area for you...”

It is apparent that Mr Stazicker was therefore highlighting potential issues with the Claimant's performance. He then itemised the meetings he expected the Claimant to attend and reiterated his request that the Claimant highlight the concerns she had and outcomes she sought. He says the Claimant did not respond.

40. At a leadership meeting on 11 July 2025, the Claimant discussed a new platform for the website. She says [C/33] Mr Jones became angry and confrontational. Mr Stazicker says [TS/56] that the issue was about additional headcount. The Claimant also discussed a potential celebrity endorsement. It is agreed that she emphasised that this needed to be progressed urgently. It was agreed that a meeting would be scheduled with investors and the Board meeting the following week, and the Claimant and Mr Bruce, Finance Director, would each prepare presentation slides to support this proposal. The Claimant says [C/35] that Mr Stazicker called her later to say he was excited about this opportunity. Mr Stazicker says [TS/19] that negotiations to engage this influencer had in fact started in March 2025 when the Claimant had threatened to pull out because of a lack of consistent interest from the other directors and unspecified concerns about operational capability.
41. On 14 July 2025, a customer reported issues with the website which meant that she had been unable to complete her transaction via the website. The Claimant's team raised this issue with Randem, including Mr Jones.
42. On the same date, Mr Stazicker contacted the Claimant to request the slides for the presentation regarding the influencer deal. From their written exchanges that day [167-172], it is clear that the Claimant expressed her concern about the website issue and her view that the celebrity opportunity should not be progressed until it was resolved; and it is also clear that Mr Stazicker did not share this concern, felt the issue was being monitored, told the Claimant that the Respondent had two months to resolve the website, disagreed that this had any bearing on the celebrity opportunity and continued to press the Claimant for her slides. They agreed to meet the next day at 9am to discuss this issue. In one of their final exchanges that day [171-172], Mr Stazicker requested the slides once more:

“...Please note we still need to do work if we want anything from Rob before his holiday which he leaves for at 6am tomorrow. Following the meeting on Friday and your request for urgency with the board I expected this to be with me over the weekend, I then chased this morning and am yet to see anything. Please get this done so that I can continue with arranged meetings whatever the outcome of the meeting in the morning.”

The Claimant responded as follows:

“Tom, I don’t appreciate the tone of the above when I have raised reasonable concerns in a reasonable way and asked to discuss. When you chased this morning I highlighted the web issue in response, raising a challenge about moving forward which was ignored.

Had this mornings [sic] web issue not happened (which flagged concerns) you would have had the slides this morning...Whilst I regularly work weekends, and have in this instance, I don’t appreciate being spoken to like this about weekend work.”

43. Mr Stazicker says [TS/61] that the Claimant had failed, and then refused, despite his repeated requests, to complete work on this critical commercial deal which he needed in advance of his meeting with Esti Carmeli, the Respondent’s Chair.
44. Mr Stazicker also says [TS/76-82] that during the same evening, having made enquiries with Mr Jones he was satisfied that the website issue earlier that day had affected one customer and the maximum number of lost sales was 8, which he says was insignificant.
45. The Claimant says [C/39] that during a meeting with her team, earlier that afternoon, they discussed the conflict of interest with Randem in relation to sales and the website, she confirmed that she would raise Randem’s and Mr Jones’ the lack of transparency with Mr Stazicker, and would not recommend proceeding with the celebrity deal until the website issues were resolved, and joked about losing her job.

The alleged protected disclosure

46. For the purposes of this application, the Claimant relies an alleged disclosure made to Mr Stazicker, during their meeting on 15 July 2025 (“alleged PD”). She relies on what is pleaded at paragraphs 23-28 of the grounds of claim (“GOC”) (as emphasised in bold):

“23. On 15 July 2025, Tom [Stazicker] met with the Claimant and again told her he had no concerns about the website and that he had been assured that there were no issues. **The Claimant responded that she did have concerns and felt a duty to raise them. She told him they were significant enough to delay proposing the celebrity partnership to the investors and that the Respondent had ‘one chance’ with a big celebrity name to get it right.**

24. **The Claimant also told Tom that, alongside the issues she flagged in the days before, in recent weeks, she had strong reasons to believe that customers were having to enter details or get credit-checked several times due to checkout issues. She pointed out that Randem had not spotted or flagged the issue so their live tracking was not successful. She added that they had initially challenged there was an issue, despite no customers being processed through checkout that morning, as opposed to the average (of about ten) at this point of the day while the business was running a promotion.**

25. **The Claimant went on to say that she was concerned that**

operations lacked visibility and transparency and that she believed the Respondent needed more than the word of Randem as there was a potential conflict of interest between Randem and the Respondent. Tom became angry at this suggestion and denied a conflict of interest.

26. The Claimant pointed out that, when the website was down, Randem's telesales team could make more money and that Randem were paid to run both the website and telesales team, who work on commission, the costs of which had doubled recently. She told Tom that she had reason to believe that the telesales team had called customers already successfully on their web journey and offered extra deals to convert them and earn commission. She added that it was hard to raise issues robustly because of Stuart's [i.e. Stuart Jones] personal link to Randem and despite being CEO, Tom deferred to Stuart all concerns regarding the website.

27. Tom then asked if the Claimant was accusing Stuart of negatively impacting the website in order to profit Randem's telesales. The Claimant responded that she was not accusing anyone, but the potential conflict of interest made transparency of issues even more important for the Respondent. She stated that she believed that, as a business operating in a regulated environment, it was her duty to flag the lack of visibility and potential conflict of interest.

28. Tom said, "It sounds like you're going to get litigious". The Claimant denied this and reassured Tom that she was genuinely sharing it as an issue to work out and that the Respondent should foster an environment where people, especially at director level, felt able to flag issues of impact to the business. Tom then asked her if she wanted to work at the Respondent, which she confirmed but added that she needed to be able to raise issues that were her responsibility to raise without feeling intimidated.

47. Mr Stazicker agrees [TS/89-90] that the Claimant raised the issue that Randem could benefit by making more telesales if the website was not working and he queried whether the Claimant was alleging that Mr Jones was deliberately not fixing the website to make more profit from Randem telesales and the Claimant said that she was not accusing anyone but raising a potential conflict of interest. He also agrees [TS/91] that he commented that "It sounds like you're going to get litigious" – and says what he meant by this was an attempt to neutralise the disciplinary issues she was facing by creating a claim against the Respondent. It is agreed that he told her that the leadership had had issues with her some considerable time (6-9 months, according to Mr Stazicker [TS/94], or 9 months, according to the Claimant [C/57]).
48. The Claimant claims [C/68] that she was raising three issues: operational transparency; the website issues; and the conflict of interest in the context of their regulated environment. The Claimant does not rely on any prior disclosures for the purposes of this application, although Mr Roberts clarified that her case is that this was not the first occasion on which she had raised website issues with the Respondent to rebut the assertion that the alleged PD was fabricated. In her supplemental witness statement, the Claimant refers to correspondence with Mr Stazicker on 26 and 30 June, and 1 and 14 July.

49. The Claimant says [C/69] that in making the alleged PD, she had a reasonable belief that this information tended to show that the Respondent was failing to meet its FCA duties; and she also believed that there were risks under data protection law; and the Respondent's failure to address these issues could have led to harm to customers and potential legal or regulatory breaches. She says that she also believed that these matters were in the public interest. In the GOC (paragraph 29), the Claimant enumerates an extensive list of actual or potential breaches of the FCA Principles for Business, FCA Handbook Systems and Controls sourcebook, FCA Complaints Handling Rules, regulation 25 of the Payment Services Regulation 2017, GDPR, and Companies Act 2006 and / or the deliberate concealment of the same, by the Respondent and /or Mr Stazicker and / or Mr Jones. Mr Roberts confirmed that for the purposes of this application, the Claimant relied only on a breach or likely breach of the FCA rules (which are set out at paragraphs 29.1.1-29.1.3, GOC) by the Respondent.
50. The Claimant emailed Mr Stazicker following their meeting, the next morning [185-186], to summarise their discussion. This alleged second protected disclosure (for the purposes of the claim) is not relied on by the Claimant for the purposes of this interim relief application. Materially, the Claimant explained that she had felt "shut down" when raising concerns about the website and the potential conflict of interest "in our ways of working" and the "need [for] independent visibility"; she had been "gutted" to have been told by Mr Stazicker that there had been long-standing concerns about her performance, and concluded:
- "I asked you today if you wanted me to work here and you said 'not like this', highlighting tension within the leadership team. I agree that since raising these concerns there has been, and I wasn't aware of any before. You said you wanted to seek advice on whether I should continue working today."
- Mr Stazicker agrees [TS/96-97] that he told the Claimant that he said "not like this" in respect of her ongoing employment. He says he was referring to the breakdown in their relationship, the relationship with her team and to the Claimant's refusal to carry out his instructions.
51. Mr Stazicker replied, later that morning [187], to acknowledge the Claimant's email and confirmed that having conferred with HR, she should continue to work as usual. He then emailed the Claimant at 5.59pm [189] to explain that the meeting scheduled the following day had been cancelled, and "Given this and your conversation today", he instructed her to work from home the following day when they would have a meeting via MS Teams "to catch up and discuss how we proceed from here." Mr Stazicker also requested the Claimant's slides. The Claimant queried the purpose of the meeting. Mr Stazicker did not reply.
52. Mr Stazicker [TS/100-101] says that the decision to dismiss the Claimant had already been made by 1pm that day: he contacted Helen Collins, HR Manager, immediately after his meeting with the Claimant when they agreed to obtain legal advice, which they did; he then consulted with Lital Schecter, Chief People Officer, at Strauss Water (who own a 51% stake in the

Respondent), when it was agreed that the Claimant's dismissal would be brought forward to take effect the next day; this was confirmed during a final discussion with Ms Schechter and Ms Carmeli at 1pm. On the Respondent's case, the decision to accelerate the Claimant's dismissal was therefore made on this date.

Dismissal

53. The Claimant was dismissed with immediate effect at the meeting on 16 July 2024. From the Respondent's summary meeting notes [195-196] this was evidently a short meeting when Mr Stazicker told the Claimant that although she done some excellent work and an outstanding job launching the brand, there had been concerns about whether she was the right fit, there had been a breakdown in the relationship between her and other colleagues and it had become apparent that the situation was now untenable. Materially, the Claimant alleged that there had been a shift in attitude towards her since she had raised concerns about there being a conflict of interest. She made the point that as a director of an FCA-regulated business she had had a responsibility to raise this issue. Mr Stazicker replied that this concern had no bearing on this decision which had been made because it had become apparent over the previous months that the situation had become untenable.
54. The Claimant received a letter confirming her dismissal on the same date [194]. This letter did not disclose the reason for dismissal, only referring to the Respondent's contractual right to terminate the Claimant's employment immediately by making a PILON.
55. The Respondent's case is that the decision to terminate the Claimant had already been made by this date, had been initially deferred and then brought forward. In his statement [TS/6], Mr Stazicker says that this decision was finalised by the Respondent's management and Ms Carmeli, on 2 July 2025 but the Claimant was not "exited immediately at this time as the business needed a key commercial deal completed during peak summer trading and also needed to put contingency plans in place".
56. It is evident that within days of the Claimant's resignation in May, Mr Stazicker began to correspond with James Rawlinson, a Customer and Brand manager, in which they explored the possibility of Mr Rawlinson working with the Respondent in a role which overlapped with the Claimant's position. In an email on 2 June [150], Mr Stazicker wrote:

"my current Marketing Director [the claimant] will either be here...or not at all...If she is then your presence would definitely be inflammatory to the situation so a non starter. If not then the 2-week diagnosis & recommendation sounds very sensible..."
57. Mr Stazicker says that the following steps were taken between 1-2 July 2025 [TS/32-42].
 - During an MS Teams meeting on 1 July 2025, he discussed the Claimant with Mr Bruce when they agreed that the situation had

become untenable and her employment should be terminated. Her relationships with the leadership team as well as her own team had broken down. There were also issues with her working hours and attendance. She was unwilling to accept challenge or discuss budgets. Mr Jones joined the call and agreed, citing the Claimant's impact on morale. They agreed on a timeline for termination, being at the start of Q4 after the peak summer trading period and once the influencer deal had been completed. They also discussed succession planning and to bring in an Interim Marketing Director to replace the Claimant initially.

- An MS Teams meeting on 2 July 2025, Mr Stazicker met with Ms Schechter, when he explained the decision which was agreed by Ms Schechter.
- Later that day, Mr Stazicker called Ms Carmeli to update her, when he cited the breakdown in relationships, the lack of professionalism and attendance issues. Ms Carmeli agreed with this decision. They also discussed the option of engaging the Claimant as a brand consultant after her termination because of her work on the brand.

Notably, the Respondent did not produce any written record of these discussions.

58. On 7 July, Mr Stazicker wrote to Mr Rawlinson as follows [149]:

"I don't want to engage you alongside my incumbent Marketing Director as it would be inflammatory to an already tricky situation. I think your help in an emergency or transition period could be very valuable for us. This will happen in the next ~6 months. I would like to investigate this further to make sure it would be a good option for us. Not that your skills are in question but how you would approach working at our budget levels which I think are likely lower than most you have dealt with."

I did not find that there was a pretty good chance that the Respondent would show that a final decision to dismiss the Claimant was made on 2 July 2025: it was envisaged that the Claimant's employment would not be terminated for around six months and this was contingent on other factors, including reaching agreement with Mr Rawlinson about his remuneration, as Mr Stazicker's email highlighted. Mr Roberts, was prepared to accept, for the purposes of this application, that the Respondent would establish that there was some intention to dismiss the Claimant in the next six months.

59. In any event, the Respondent's case is that the decision to dismiss the Claimant, having been initially deferred, was accelerated [TS/11, 100]. I agreed with Mr Roberts that the correct focus was what motivated the Respondent to decide to dismiss the Claimant with effect on 16 July 2025. Accordingly, the Claimant must establish a pretty good chance of showing that the Respondent decided to dismiss her on this date because she made the alleged PD. Ms Bone clarified that the Respondent's case was that the reasons for this decision included the Claimant's conduct and the Respondent's assessment of matters as of 15 July 2025.

60. Mr Stazicker says [TS/11] that the decision to dismiss the Claimant was

made because of the following factors for the decision to dismiss the Claimant: firstly, that working relationships with her team, the Respondent's management team and Mr Stazicker had completely broken down; secondly, that the Claimant was refusing to carry out Mr Stazicker's direct instructions; thirdly, that the Claimant had failed to progress a key commercial deal, which the Respondent says was one of the reasons for delaying her dismissal; and fourthly, that the Claimant's poor attendance and unprofessionalism had made operational execution impossible.

61. **I refused the Claimant's application because I was satisfied that there was not a pretty good chance that she would be able to show that the sole or principal reason for her dismissal was the alleged PD.** Whilst it is evident that the discussion on 15 July 2025 triggered the decision to dismiss the Claimant, which was confirmed the following day, I was not persuaded that the Claimant's case on a summary assessment satisfied the requisite threshold. In essence, this was because there were other potential factors which were capable of explaining the basis and timing of the decision to dismiss the Claimant.
62. Firstly, it is evident from their written exchanges on 14 July 2025 that the Claimant and Mr Stazicker were already at loggerheads in relation to the influencer deal, as well as the relative importance of the website issues: Mr Stazicker was losing patience with the Claimant and was insistent on receiving the presentation slides, and he says that the Claimant was, in effect, refusing to comply with his repeated instructions to provide these slides, citing the website issue which had no bearing on the influencer deal; whereas, the Claimant's says that she had become increasingly concerned about the website issues which, together with the lack of transparency in resolving them, highlighted the conflict of interest between the Respondent and Randem / Mr Jones, and she was genuinely concerned about the commercial and reputational risks these issues posed, including to the influencer deal. The significance of these website issues to the Respondent's business, is a factual issue relevant to causation which requires the evaluation of a fact-finding tribunal. It is also relevant that, on the Respondent's case, completion of the influencer deal was a significant factor for the decision to defer the Claimant's termination to the end of Q4 (see also paragraph 65).
63. Secondly, on the Claimant's case, she had been increasingly escalating the website issues with Mr Stazicker since late June 2025 which are not relied on a protected disclosures. In fact, on her case, Mr Stazicker had admonished her at a team meeting on 30 June 2025 and had become agitated and chastised her on 9 July 2025. Whether any of these facts which are disputed are established and the extent to which they are probative or disprobative of the Claimant's case on causation are properly matters for a fact-finding tribunal.
64. Thirdly, it is evident from their email exchanges following the meeting on 9 July 2025 that Mr Stazicker highlighted potential issues with the Claimant's attendance, her communication and her reluctance to engage directly with Mr Jones and Mr Bruce; and which he says led to the Claimant querying whether he was now performing managing her. Again, whether there were extant performance issues and the extent to which they were causative of

the Claimant's dismissal are matters for a fact-finding tribunal.

65. Fourthly, although, as stated above, I agreed with Mr Roberts that the relevant question what was the reason for the Respondent's decision to dismiss the Claimant when it did, the fact, if established, that the Respondent had already made a decision to terminate the Claimant's employment at some later stage – something which the Claimant's appears from her supplemental statement [CS/9] to accept – is a potentially relevant factor. This is because, if established, it may tend to substantiate the Respondent's case that there were genuine concerns about the Claimant's conduct or performance which preceded the alleged PD on 15 July 2025, which contributed to or culminated in her dismissal. Relatedly, it will be necessary for the fact-finding tribunal to establish whether a significant factor for this decision was that the Claimant was needed to secure the commercial deal with the influencer, as the Respondent claims.
66. It was therefore unnecessary to make a summary assessment of whether there was a pretty good likelihood of the Claimant establishing that she made a protected disclosure on 15 July 2025. Regardless of whether the Claimant made a protected disclosure on that date, I have concluded because of the other factors I have outlined above, that there is not a pretty good likelihood that the Claimant will establish that the sole of principal reason for her dismissal was the alleged PD.

Approved by:

Employment Judge Khan

11.11.2025

JUDGMENT & REASONS SENT TO THE PARTIES ON:

13th November 2025

FOR EMPLOYMENT TRIBUNALS: