



EMPLOYMENT TRIBUNALS

Claimant: Eric Whitaker

Respondents: (1) Jason Richard Pittiglio
(2) JP Carpentry & Joinery Ltd (in liquidation)

Heard at: Watford (via Cloud Video Platform)

On: 29 January 2026

Before: Employment Judge Gardner

Appearances:

For the Claimants: Eric Whitaker (supported by Paul Brocklebank)

For the Respondent: No attendance

JUDGMENT

The judgment of the tribunal is:

- (1) In accordance with r.47 of the Employment Tribunal Procedure Rules 2024, this hearing proceeded in the absence of the Respondents.**
- (2) The complaint that the Respondents made an unauthorised deduction from the Claimant's pay is well-founded.**
- (3) The Respondents shall (either jointly or severally) pay the Claimant the sum of £5125.76 (gross).**

REASONS

Introduction

1. This case is brought by the Claimant, Eric Whitaker, against the Respondents Jason Richard Pittiglio and JP Carpentry & Joinery Ltd (in liquidation). The claim is one alleging an unlawful deduction of pay contrary to s.13 of the Employment Rights Act 1996 ("the 1996 Act").

Procedural History and Non-Attendance of Respondents

2. The hearing before me on 29 January 2026 was listed as a final hearing to determine the Claimant's claim.
3. The claim was brought by way of the Claimant filing an ET1 claim form on 12 April 2024. That form set out both Respondents as respondents to the claim.
4. On 16 January 2025, the Employment Tribunal wrote to all parties requesting further information.
5. On 6 February 2025, Mr Pittiglio sent in an ET3 response form contesting the claim.
6. On 10 March 2025, JP Carpentry & Joinery Ltd ("the Company") went into liquidation (creditors voluntary liquidation) and Cornerstone Business Turnaround and Recovery Limited were appointed as liquidator for the Company.
7. On 21 July 2025, a letter was sent by the Employment Tribunal listing the present hearing. That letter was sent to the email address provided by Mr Pittiglio and to the email address provided by Cornerstone.

8. On the morning of 29 January 2026, Cornerstone wrote to the Tribunal informing it did not intend to attend the hearing and could not make any representations. There has been no further response from Mr Pittiglio in response to the listing letter.
9. The hearing on 29 January 2026 began at 10am as indicated in the listing letter. Mr Whitaker attended with the support of Mr Brocklebank. I decided that the parties had sufficient notice of the hearing, the listing letter having been emailed to both the email address given by Mr Pittiglio and the email address being provided by the liquidator, and given the delay in the claim to date it was not appropriate or in the interests of justice to incur further delay by relisting this hearing to try and secure the attendance of the Respondents. I noted, in coming to that decision, that I had received the Mr Pittiglio's written response (on form ET3) and that whilst not formal evidence I could take into account the information in that document. I considered it in the interests of justice to determine the claim doing the best I can with the evidence I have.

Evidence

10. Mr Whitaker gave evidence on oath before me. He also produced and confirmed the following documents were accurate and true, which I took into account in my decision:
 - a) The attachment to his ET1 claim form; "*Eric Whitaker v JP Carpentry & Joinery Jason Pittiglio Pay Claim Basis*" (undated).
 - b) A letter, dated 13 January 2025, which was written by Mr Brocklebank, but the contents of which Mr Whitaker confirmed was accurate.
 - c) An excel spreadsheet setting out the days on which Mr Whitaker worked and the calculations of the daily pay due.

11. In oral evidence before me Mr Whitaker confirmed that he and Mr Brocklebank had approached Mr Pittiglio in (he thought) May 2023 when Mr Pittiglio was working on their property to ask if he had any work for Mr Whitaker. He confirmed that Mr Pittiglio stated that he could take him on to assist him and that he could pay him £50.00 per day based on an 8 hour day (albeit Mr Whitaker states that Mr Pittiglio said on 10 August 2023, after employment started, that it would be £40.00 per day).
12. Mr Whitaker stated that Mr Pittiglio had suggested Mr Whitaker may be employed by JP Carpentry & Joinery Ltd, but in order to ensure that Mr Whitaker was not an employee on the company books that that he would employ him personally. Mr Whitaker confirmed that he did not receive a written contract of employment, despite asking more than once, and so he believed he was employed by Mr Pittiglio personally, but there was nothing in writing to confirm the same.
13. Mr Whitaker confirmed that he began working for Mr Pittiglio on 31 July 2023 as an apprentice carpenter and joiner, which I took to be more of a job title than formally entering into an apprenticeship. He informed this was mainly labouring but towards the end of the period of employment it involved some skilled work. As discussed below, he kept a record of each day and the hours he worked, which were most working days until he left employment.
14. Mr Whitaker confirmed that he was not provided with payslips despite asking nor was he paid for any of the hours of work he undertook whilst he remained employed, despite Mr Pittiglio frequently making promises of payment to come. Mr Whitaker confirmed that he ended his employment on 12 March 2024 as he had not been paid. He states he informed Mr Pittiglio that he stopped because he lost interest, but he only said that because he felt bad about leaving.

15. Mr Whitaker stated he kept a record on his phone of the days and hours he worked, which he then input into the excel spreadsheet he exhibited. The spreadsheet took the number of hours he worked each day and then set out the pay he would be due for those hours at the hourly rate of national minimum wage. He has calculated the total sum due for the entire working period as £6025.76. This was a gross figure and he confirms he would not have earned enough to pay tax.
16. Mr Whitaker confirmed that after he left employment, he and Mr Brocklebank pursued Mr Pittiglio for the pay due and that Mr Pittiglio has paid £900.00, but nothing further.
17. Whilst not formal evidence on oath before me, I have considered the ET3 response provided by Mr Pittiglio. In that form he states that Mr Whitaker was not employed by the company. He states that Mr Whitaker offered to “*give him a hand*” and Mr Whitaker did not “*come in every day, just when he wanted to*”. The essence of his response, whilst not confirming the days Mr Whitaker did “*give him a hand*” or the detail of the conversations around doing so, was that Mr Whitaker was offering to do this work for free, save for an initial period when Mr Pittiglio did pay him (albeit, again, dates and details are not clear on the response).

Discussion and Decision

18. I accept the evidence provided on oath to me by Mr Whitaker and find that he was employed by the Respondents between 31 July 2023 and 12 March 2024 and that he worked on the days he set out in his excel spreadsheet at the request of Mr Pittiglio.
19. I find, based on his evidence, that he meets the definition of an employee under s.230 of the Employment Rights Act 1996 and that he had entered into an oral contract of employment, per s.230(2). In making that finding I have

considered the definition of an employee set out in the case of *Ready Mixed Concrete (SE) Ltd v Minister of Pensions and National Insurance* [1968] 1 All ER. I find that there was an intention to create a contractual relationship whereby Mr Whitaker would provide services as stipulated by the employer, on days required by the employer, for pay.

20. I accept Mr Whitaker's evidence because, firstly and primarily, it is unchallenged by any formal evidence on oath by the Respondents, but also because even taking into account the ET3 response, it appears that Mr Pittiglio accepts that there was some period of or element of employment whereby Mr Whitaker offered services and was paid for those services. It would be curious to be employed for one working period and then later to do the same work without being employed.
21. I accept Mr Whitaker's evidence of the hours and days, as set out in the spreadsheet, which he worked and for which the Respondents have failed to pay him at national minimum wage (or at all).
22. I accept that he has received £900.00 of pay and thus this should not be awarded, per s.25(3) of the 1996 Act. My calculation, therefore, of the sum due is £6025.76 minus £900.00, leaving an unlawful deduction of £5125.76.
23. I am mindful that this claim was brought on the ET1 against both Mr Pittiglio and the Company and that in its letter of 21 January 2025, the Tribunal recorded a claim against both Respondents. Based on Mr Whitaker's evidence, it is not entirely clear if he was employed directly by Mr Pittiglio or the Company, albeit he believes more likely than not it was Mr Pittiglio. The absence of a written contract or payslips makes that point difficult to determine. Accordingly, and doing the best I can, it appears to me that both Respondents may have entered into the contractual relationship with the Claimant and they should be jointly and severally liable for the sum due. Should either Respondent disagree with this they may apply for

reconsideration, with evidence to support their contention, under r.69 of the Employment Tribunal Procedure Rules 2024.

24. For completeness, I have considered whether any orders or awards should be made under s.38 of the Employment Act 2002 for the lack of written contract or s.12 of the Employment Rights Act 1996 for the lack of payslips. I have decided it would not be just to do so as neither were claimed in the ET1 and it has not previously been suggested to either respondent that such orders could be made.

Approved by:

Employment Judge David C. Gardner

29 January 2026

JUDGMENT & REASONS SENT TO THE PARTIES ON

23 March 2026

FOR THE TRIBUNAL OFFICE