



EMPLOYMENT TRIBUNALS

Claimant:
Hamada Abusheasha

v

Respondent:
L'eo Caffè Limited

Heard at: London (South) (via CVP) (**on papers**)

On: 17 December 2025

Before: Employment Judge Fredericks-Bowyer

STRIKE OUT

1. The claimant's complaint of unfair dismissal is struck out for lack of qualifying service under s108 Employment Rights Act 1996.
2. The claimant's claims for 'misuse of private information / breach of data protection laws' and 'detriment caused by respondent misrepresentation' are struck out for having no reasonable prospect for success on the basis they are heads of claim which the Tribunal has no jurisdiction to consider.
3. The claimant's complaints of unlawful deduction from wages / breach of contract for failure to provide agreed work is not affected by this judgment.

REASONS

1. Complaints to the Employment Tribunal under s98 Employment Rights Act 1996 may only be made by those who have accrued two years of continuous employment at the time their employment is terminated. In this case, the claimant pleads only eleven days of employment.
2. In the claim form, the claimant identified only a complaint of unfair dismissal at section 8.1. In the narrative, they set out that they were employed under a contract

of employment for 38.5 hours per week for at least three months, for the sum of £500.50 per week.

3. The claimant pleads that, contrary to the agreement, they could see shifts in the relevant app but were never sent any work assignments. The claimant pleads that attempts for clarity were ignored, and that they were then removed from the app on 26 July 2025.
4. On 13 October 2025, the Tribunal sent the letter a strike out warning letter about the claimant's unfair dismissal claim. The claimant responded on 20 October 2025 and submitted that the Tribunal has misunderstood the claim. The claimant asserts that the claim is for other statutory wrongs which do not require two years to pursue. These are said to be for:-
 - 4.1. Unauthorised deduction for wages because the respondent did not honour the contract where the claimant was willing to work (and so presumably the wages owed on the contractual hours for the eleven day period are claimant);
 - 4.2. Breach of contract (on the same basis as above).
 - 4.3. Misuse of private information / breach of data protection laws; and
 - 4.4. Detriment caused by respondent misrepresentation.
5. The Tribunal has no jurisdiction to hear the last two of these claims. They have no reasonable prospects of succeeding where there is no power for the Tribunal to rule they succeed. The power to strike out the claim under Rule 38(1) Employment Tribunal Rules of Procedure 2024 is engaged. The claimant has made submissions in writing about those points in response to a strike out warning, satisfying Rule 38(2). I therefore have the power to strike out those elements of the claim if I consider it proportionate to do so. It is so proportionate, because there is no way for those heads of claim to succeed. They are struck out.
6. The claimant does not assert that any of the matters set out at paragraph 4 give rise to an automatically unfair dismissal claim. In my view, none of them do give rise to such a claim. Consequently, the unfair dismissal claim is struck out as also being beyond the jurisdiction of the Tribunal – the claimant has no standing to bring the claim.
7. This leaves the claimant's claims for unlawful deduction from wages and breach of contract. This is a claim for whatever salary should have been paid for 11 days of employment (depending on the days and shift pattern, for a sum of probably no more than £800 together with foreseeable consequential losses). That claim will proceed to final hearing.

Approved by: Employment Judge Fredericks-Bowyer

Dated: 17 December 2025

Sent to the parties on
29th May 2026

Case Number: 6036648/2025

For the Tribunal Office