



EMPLOYMENT TRIBUNALS

Claimant: Eyup Korkmaz

Respondent: Samsung Electronics (UK) Limited

Heard at: London South (Croydon) **On:** 16th, 17th, 18th, 19th, 20th,
23rd, 24th and 25th March 2026

Before: Employment Judge Tueje
Mrs J Clewlow
Mr C Surrey

REPRESENTATION:

Claimant: In person

Respondent: Mr Brown (Counsel)

WRITTEN REASONS

Introduction

1. The judgment and reasons were announced orally at the end of the final hearing, whereupon Mr Korkmaz requested written reasons.
2. These full written reasons are provided pursuant to Rule 60 of the Employment Tribunals Rules of Procedure 2024.
3. Except for some editing and refinement, these reproduce the decision and reasons that were announced orally on 25th March 2026 at the end of the final hearing.
4. We heard a substantial amount of evidence from various witnesses, considered numerous documents within an extensive bundle, and took into account the arguments and submissions made.
5. It is not possible to address each and every aspect of the evidence in our decision, but we address those matters which are relevant to our conclusions.

Factual Background

6. This brief factual background relates to Mr Korkmaz's employment by the Respondent from 31st January 2022 until 8th December 2023, during which period he claims he was subjected to direct race and religious belief discrimination.
7. It provides background to the facts that are relevant to the allegations in the case, so will be elaborated upon, as required, when dealing with the specific allegations.
8. Mr Korkmaz describes himself as a Turkish national and a Muslim.
9. In late 2021 Mr Korkmaz was interviewed for an account manager role at Samsung. He was unsuccessful, but he was considered for the role of solutions manager which required radio expertise. Although the Respondent recognised Mr Korkmaz lacked radio experience, it was anticipated he would learn this on the job.
10. Therefore, he subsequently received an offer of employment and commenced work as a solutions manager on 31st January 2022.
11. His claim regarding discrimination on the grounds of his religion includes comments allegedly made during the interview process by Mr Lopez about his first name, which is a prophet's name in Islam, during the interview process and on various occasions thereafter during his employment.
12. Broadly speaking, Mr Korkmaz states that various aspects of the way he was treated during his employment amounted to discrimination because of his race and religious belief, which culminated in his dismissal.
13. The Respondent contends that Mr Korkmaz was dismissed because of his poor performance.
14. Mr Gerlich was Mr Korkmaz's line manager. In addition to leading the Solution Management and Technical Sales Team, Mr Gerlich's role includes some HR responsibilities.
15. The hearing bundle contains numerous e-mail exchanges between Mr Gerlich and various other individuals providing feedback regarding Mr Korkmaz's work. Some feedback appears to be solicited by Mr Gerlich, some appears unsolicited.

16. Mr Korkmaz stated that between April and July 2023, managers were focusing on “expectations” rather than “performance” when seeking feedback about him.
17. Mr Korkmaz has provided a LinkedIn profile for Mr David Stokes which shows the latter’s role with the Respondent comprised Core and Security Solutions.
18. From mid-2023, security tasks previously within Mr Stokes’ remit needed to be reallocated. Mr Gerlich e-mailed Mr Korkmaz and Mr Butt, another solutions manager, asking if they would decide between them who would take on this work, or to come back to him if they could not take this on. It was Mr Korkmaz who ultimately took on this work.
19. On 16 June 2023, Mr Korkmaz emailed initially Mr Gerlich requesting approval for a trip to the headquarters in South Korea, which included a request for enhanced product training and for networking. This request was ultimately dealt with by Mr Kim, whose role is HQ dispatcher. Mr Kim’s response states that budgetary pressures meant he could not approve the trip at that point in time.
20. A few weeks later, in early July 2023, while he was on annual leave, Mr Korkmaz received a request from Mr Kim regarding an NEC integration report concerning testing undertaken in South Korea. Mr Korkmaz appears to have worked on this upon his return from leave. He considered this report complex, involving coordination with colleagues at HQ. Mr Kim and Mr Gerlich stated the task was not complex, that the underlying report had been produced by HQ and that Mr Korkmaz’s task was to present the material appropriately.
21. One aspect of Mr Korkmaz’s role required him to contribute to weekly reporting to Samsung’s headquarters, the Respondent’s practice was to use a colour-coding system to prepare these reports.
22. The bundle contains an email from July 2023 in which a colleague, Mr Borrás, provided clarification to Mr Korkmaz regarding this colour coding.
23. In August 2023, Mr Korkmaz states that he and Mr Kim had a meeting during which Mr Kim was allegedly angry and shouted at him owing to his work on the NEC integration report. Mr Kim’s position was that while he was dissatisfied with the progress of the work, he did not shout, and he had offered support to assist Mr Korkmaz with this task by communicating and coordinating with HQ.
24. The respondent used several tools to assess performance, including bi-annual Management by Objectives scores, annual Performance Evaluations, and Talent Reviews. The latter were calibrated by senior leadership, and on 8 August 2023, calibration adjustments were made to scores, including those relating to Mr

Korkmaz. Mr Korkmaz later became aware that performance-related data for H1 2023 had been altered without his knowledge.

25. On 6 September 2023, during a workshop at Vodafone HQ, Mr Korkmaz delivered a presentation at which a colleague, Mr Billy O'Connor, contributed at several points. Mr Korkmaz considered these interventions undermining; Mr O'Connor's position was that they were intended to support the messaging.
26. On 8 September 2023, the respondent gave notice of termination of Mr Korkmaz's employment, with his last working date to be 8 December 2023. Mr Korkmaz subsequently raised a grievance. The grievance was investigated by Mr Szombara, who was the EU Director, who interviewed Mr Korkmaz and Mr Gerlich. Mr Szombara did not interview Mr Lopez as part of the grievance. He issued a grievance outcome decision on 30 October 2023, partially upholding one aspect of the grievance relating to Mr Lopez mocking Mr Korkmaz's first name. Mr Korkmaz appealed this outcome. The appeal was determined by Mr Seaman, a Senior Director, who issued a decision dismissing the appeal on 29 November 2023.
27. Early conciliation began on 6th December 2023, and ended on 17th January 2024. The claim form was presented on 16th February 2024.

Time Limits

28. Section 123(1)(a) of the Equality Act 2010 provides that a claim must be brought within three months, starting with the date of the act to which the complaint relates.
29. Section 123(3)(a) of the Equality Act provides that conduct extending over a period is to be treated as done at the end of the period. In Hendricks v Commissioner of Police of the Metropolis [2003] ICR 530, the Court of Appeal held that Tribunals should not take too literal an approach: the focus should be on the substance of the complaint that the employer was responsible for an ongoing situation or a continuing state of affairs, in which an employee was treated in a discriminatory manner.
30. Therefore, only proven allegations of discrimination are taken into account as conduct extending over a period.
31. So the real question is under section 123(3) is, was there discriminatory conduct extending over a period of time.
32. Section 123(1)(b) of the Equality Act provides that the Tribunal may extend the three-month limitation period, where it considers it just and equitable to do so. That is a very broad discretion. In exercising it, the Tribunal should have regard

to all the relevant circumstances, which may include factors such as: the reason for the delay; whether the Claimant was aware of the right to claim and/or of the time limits; whether they acted promptly on becoming aware of their rights; the conduct of the employer; the length of the extension sought; the extent to which the cogency of the evidence has been affected by the delay; and the balance of prejudice (*Abertawe Bro Morgannwg University Local Health Board v Morgan* [2018] ICR 1194).

33. The complaints relied on in this case cover the period from Mr Korkmaz's interview in around late 2021 to the appeal decision dated 29th November 2023. The respondent maintains that any acts relied on prior to 7th September 2023 are outside the time limit.
34. Mr Korkmaz does not challenge this date as being the cut-off date for isolated unlawful acts, his primary position is that the acts are not isolated but amount to conduct extending over a period of time.
35. Therefore, in the absence of a dispute, we accept that, allowing for the early conciliation extension, isolated acts relating to the period prior to 7th September 2023 would be outside the statutory time limit at section 123(1)(a).
36. It means on that basis, the specific conduct within the time limit are the allegations that are factually agreed, namely that:
- (i) **On 8 September 2023 the respondent gave Mr Korkmaz notice of dismissal so as to terminate his employment on 8 December 2023**
 - (ii) **That on 30 October 2023 Mr Szombara dismissed the majority of Mr Korkmaz's grievance; and**
 - (iii) **On 29 November 2023 Mr Seaman dismissed Mr Korkmaz's grievance appeal.**
37. Whether the other conduct Mr Korkmaz relies on amounts to conduct extending over a period of time is dependent on whether those allegations are made out. So those other allegations will be addressed after we have made findings as to which allegations are made out.
38. Further, we only need to consider whether it would be just and equitable to extend the time limit if, there are allegations made out that occurred prior to 7th September 2023 which are not part of conduct extending over a period of time. So again, we will address this point after considering which allegations are made out, but which are not within the time limit set out at section 123(1)(a) or 123(3)(a) of the 2010 Act.

Discrimination under the Equality Act

39. The Equality Act 2010 sets out the legislative provisions relevant to the complaints of discrimination in this case. An explanation of the Act's provisions are contained in the Employment statutory code of practice published by the Equality and Human Rights Commission (the "Code"), which is a tool to assist tribunals when interpreting the law.
40. Section 4 of the 2010 Act lists the protected characteristics covered by its provisions, which include religion and race. Regarding race, by subsection 9(1)(b) race includes nationality.

Direct Discrimination

41. Section 13(1) of the Equality Act 2010 states:

A person (A) discriminates against another (B) if, because of a protected characteristic, A treats B less favourably than A treats or would treat others.

42. Under section 13(1) of the Equality Act 2010 direct discrimination takes place where a person treats the claimant less favourably because of their protected characteristic than that person treats or would treat others. Under section 23 (1), when a comparison is made, there must be no material difference between the circumstances relating to each case.

Burden of Proof

43. Section 136 of the Act deals with the burden of proof, and includes the following:

- (1) This section applies to any proceedings relating to a contravention of this Act.*
- (2) If there are facts from which the court could decide, in the absence of any other explanation, that a person (A) contravened the provision concerned, the court must hold that the contravention occurred.*
- (3) But subsection (2) does not apply if A shows that A did not contravene the provision.*

44. Therefore, determining whether the burden of proof has been discharged involves a two-fold test.

45. Guidelines on the burden of proof were set out by the Court of Appeal in Igen v Wong [2005] IRLR 258. At stage one, the burden is on the claimant, who must show there are primary facts from which the Tribunal could decide, in the absence of any other explanation, that there has been unlawful conduct. All that

is needed at this stage are facts from which an inference of prohibited conduct is possible. At this stage of the test, the employer's explanation is disregarded.

46. Once the claimant discharges the burden of proof it shifts to the respondent to prove, on the balance of probabilities, that the treatment was in no sense whatsoever on the grounds of the protected characteristic.
47. The Court of Appeal in Madarassy v Nomura International plc [2007] ICR 867, a case brought under the then SexDiscrimination Act 1975, states:
48. *The burden of proof does not shift to the employer simply on the claimant establishing a difference in status (e.g. sex) and a difference in treatment. Those bare facts only indicate a possibility of discrimination. They are not, without more, sufficient material from which a tribunal "could conclude" that on the balance of probabilities, the respondent had committed an unlawful act of discrimination.*
49. It means that if a factual allegation is made out, and that establishes that a claimant has been treated less favourably, it is not discrimination unless the less favourable treatment is because of the claimant's protected characteristic.
50. Turning to the allegations of direct discrimination in this case as set out in the list of issues, each is dealt with in turn below. The bold test reproduces the issue posed in the list of issues.

Direct race discrimination (Equality Act 2010 section 13)

51. The claimant describes himself as a Turkish national and they compare their treatment with non Turkish people.

Did Mr Notker Gerlich (Hiring Manager) and Mr Sangbum Kim (Business Manager), on or around 20 June 2023 and thereafter were the claimant's repeated training requests rejected. The claimant was requesting security training for the expanded job he was being asked to do (in taking on the job and responsibilities of David Stokes who moved to a different job)

52. In support of this allegation, Mr Korkmaz relies on his e-mail to Mr Gerlich and Mr Kim sent on 16th June 2023 seeking approval for a trip to HQ with an itinerary that would include training and networking, amongst other things.

53. Regarding training, the request read:

2-) TRAINING REQUEST:

We got detailed questions from both customers and HQ. I noticed that I never got any enhanced product training from Samsung. I will kindly request to organize enhanced product training for me during the visit.

54. Although this e-mail requests training, it does not request security training, it requests that enhanced product training is provided during the visit. We were not referred to any request by Mr Korkmaz for security training.
55. Mr Gerlich responded the same day broadly supporting a visit, but stating to visit for training can be a challenge depending on the nature of the training.
56. Mr Kim responded to Mr Korkmaz's e-mail on 20th June stating:
- I am afraid to say that it is not a good timing for HQ visit due to unusual cost reduction pressure this year. So I suggest that we wait for now and look to better timing later this year. Maybe mid/late Q4 could be one candidate depending on our remaining budget then.*
57. It is common ground that Mr Korkmaz did not visit HQ for training (or for any other reason), so it is correct to say that Mr Kim rejected the request at that time and Mr Gerlich had reservations about the training aspect of the request. At that point the request for training does not appear to be security training.
58. When Mr Gerlich was asked during cross examination why David Stokes had received security training but he, Mr Korkmaz did not when he took over the security aspects of David Stokes' role, Mr Gerlich stated that David Stokes had taken the initiative to apply for training, which was approved, whereas he believed the only training Mr Korkmaz applied for was to visit HQ.
59. Although the specific allegation regarding Mr Korkmaz's request for security training is not made out, we have nonetheless considered whether the refusal to approve a trip to HQ for training amounted to less favourable treatment.
60. We conclude the refusal did not amount to less favourable treatment.
61. Mr Korkmaz has not provided evidence showing that in this respect he has been treated less favourably than others.
62. We also accept Mr Kim's evidence that he refused the June 2023 request due to budgetary pressure. His written and oral evidence are consistent on this point, and are also consistent with the contemporaneous documentary evidence.
63. Mr O'Connor's evidence is that he has worked for the Respondent since 2013 and has visited HQ twice. Both trips were pre-COVID, and they were for business purposes. He stated he was not aware of anyone travelling to South Korea for training and networking, pointing out both of these could be done online, which is what he had done.
64. This was consistent with Mr Szombara's written evidence; at paragraph 22 of his witness statement, where he states:

Eyup told me that budgeting reasons were not why his request for enhanced training and a visit Samsung's HQ in South Korea was denied – instead it was "something else". I have been with Samsung for over 10 years, and Covid- 19 drastically changed the way we structure budgets and assess the need to travel. Like many other companies, we digitised and adapted to new ways of working, which dramatically reduced the number of business trips taken. There must be a strong business reason to justify the costs of a trip like the one Eyup had requested. In our discussion, Eyup was unwilling to contemplate that a colleague who had visited HQ might have had a different business remit that justified the trip. The reasons Eyup wanted to travel did not sound like a necessity: essentially, networking and training. Training can take place locally or online, and Eyup did not explain why the training he wanted needed to take place at HQ.

I therefore found no basis to conclude that the denial of this request was discriminatory.

65. We concur.

66. Therefore, even if the factual allegation was made out, which we find it is not, we do not consider refusing the trip on that occasion amounted to less favourable treatment. That is because the approach to overseas travel that was applied in Mr Korkmaz's case was the same policy applied in all cases according to Mr O'Connor and Mr Szombara, and Mr Korkmaz did not challenge their oral evidence on that point.

67. It means this allegation of direct discrimination is not made out, and so fails.

On or around 10 July 2023 while the claimant was on annual leave was he asked to write an integration report about a test which happened between Samsung and NEC products in Samsung Headquarters ('HQ')

68. Mr Korkmaz's unchallenged evidence is that he was on annual leave when he was asked to write the NEC integration report. Mr Kim stated he was unaware Mr Korkmaz was on annual leave, but the report was time-sensitive, which explains the timing of the request.

69. Based on Mr Korkmaz's self re-examination, even though the request was made while he was on annual leave, it was something he worked on when he returned to work after annual leave.

70. Accordingly this aspect of the factual allegation is made out. But receiving an e-mail while on annual leave, on its own, would not amount to less favourable treatment, particularly when there is no evidence that the work itself had to be done while Mr Korkmaz was on annual leave

71. Mr Korkmaz said the report was complex, NEC integration had not been done before, the tests were carried out in South Korea, and producing the report required close coordination and collaboration with HQ.

72. Mr Gerlich and Mr Kim state this was not a complex task because, the report was written by HQ, as acknowledged by Mr Korkmaz in his e-mail sent on 14th July 2023 (at page 348), and that Mr Korkmaz's role was to assist in presenting the information in the appropriate format and ensure the English was correct.

73. However, even if the report was complex, we find that would not necessarily make it an inappropriate task to assign to Mr Korkmaz.

74. The e-mail exchanges on page 348 also show that Mr Kim offered to support him, writing to Mr Korkmaz on 20th July 2023:

Let's prepare this together. I will support HQ communication.

75. We find the contemporaneous e-mails support the Respondent's account that Mr Korkmaz was not required to write the report. And in light of Mr Kim's offer of support, including in communicating with HQ, which Mr Korkmaz identified as a source of difficulty, we do not consider the request to present this information was less favourable treatment.

76. Therefore, while the factual basis of this claim is made out, we do not consider it amounts to less favourable treatment. Other employees would inevitably be assigned tasks from time to time, including complex tasks, and in this instance Mr Korkmaz was offered support.

77. Accordingly, we do not consider the allegation that this amounted to less favourable treatment is made out.

On or around 2 June 2023 did the respondent refuse the claimant's request to attend a 'getting to know you' visit to the respondent's HQ in Seoul Korea?

78. As already stated, Mr Korkmaz's request to visit HQ was in part to allow him an opportunity to network.

79. It is correct that his request was refused.

80. However, for the reasons stated (see paragraphs 58 to 64 above), we do not consider this amounts to less favourable treatment. Mr O'Connor's evidence is that his trips to South Korea have been to conduct deals, and not for networking, which he says he has done online.

81. Mr Korkmaz has not provided any evidence that others have visited HQ for networking purposes.

Did Mr Gerlich, in June 2023, and thereafter during the claimant's period of employment continue to "assign 100%" of Mr David Stokes' job to the claimant "without any prior information, handover meeting or training" ("required him to take on a second job").

82. Mr Gerlich's evidence is that Mr Stokes worked on the core as well as previously working on security. This is supported by Mr Stokes' LinkedIn profile that appears in Mr Korkmaz's supplementary bundle (see page 127).

83. Mr Korkmaz states he was allocated 100% of Mr Stokes' role, and so he was doing two jobs.

84. Mr Gerlich's oral evidence was that around 20% to 30% of Mr Stokes' work was on security. We prefer Mr Gerlich's evidence on this point because the documentary evidence in Mr Korkmaz's supplementary bundle shows that security was not 100% of Mr Stokes's job.

85. Mr Gerlich also states he did not allocate Mr Stokes' security work to Mr Korkmaz, but he asked both Mr Korkmaz and Mr Butt if they could take on this work, and it was Mr Korkmaz who volunteered to take this on.

86. Mr Gerlich's e-mail reads:

Hi Gulraiz, Eyup,

due to the UK ESN project entering an intensive phase Dave will not have the time to track and lead the security discussion with VF closely. He has asked HQ to take a bigger role and, of course, he will be available for emergencies.

However, HQ wants that a local SM takes the lead.

Could you two please have a discussion and if possible decide who of you will take this on board? Maybe a good idea to add Dave to your conversation.

If you can't pls let me know so I will look for a different solution.

87. Mr Korkmaz responded:

Hi Notker

Sure. We will discuss with Dave to learn about ongoing security topics. We can take over his tasks.

Meanwhile, Gulraiz made holidays plans in 19th – 30th of June (2 weeks) and in 17th -21st of July (1 week). Therefore, I can primarily take the ownership of the security topics with support from Gulraiz.

88. In our judgement, this e-mail exchange supports Mr Gerlich's account that he asked both Mr Korkmaz and Mr Butt whether they could do this, giving them the option to come back to him if they couldn't do so.
89. Although he suggested Mr Butt and Mr Korkmaz may wish to include Mr Stokes in the conversation, he did not provide any prior information, arrange a handover meeting or any training. However, as his initial e-mail was an enquiry about whether either of them could take this on, it's unsurprising he didn't go into further detail in case either of them came back to him saying they couldn't take on the work.
90. Mr Korkmaz's response states he will take primary ownership, with Mr Butt supporting him, which is not consistent with him taking on all of Mr Stokes' security work. He adds that they will have discussions with Mr Stokes to learn about security topics, and gave no indication that further information or a handover was required.
91. Therefore, the factual allegation is partially made out, but only to the extent that Mr Gerlich gave no prior information, nor training nor was there a handover meeting.
92. As to whether this amounts to subjecting Mr Korkmaz to less favourable treatment, we find it does not. Mr Gerlich did not single out Mr Korkmaz, he requested either Mr Korkmaz or Mr Butt consider taking on the role. Mr Gerlich states this type of role reallocation is not unusual in a busy team. We also consider that is standard industry practice.

During the claimant's whole employment period did the respondent "systematically" start "assigning the claimant tasks outside his responsibility and job description jobs and waiting for him to fail". The claimant states these tasks included not explaining the colour coding required for the NEC integration report.

93. In his witness statement Mr Korkmaz states:

It is common in Asian organisations to expect weekly Friday reporting, yet Samsung provided no training or guidance on the required format.

94. Mr Korkmaz's evidence on this issue relates to the weekly reporting, not the NEC integration report. He also does not complain that the task was outside of his responsibilities or job description, but that the colour coding was not explained to him.
95. Mr Gerlich's written evidence, which was unchallenged, is as follows (see paragraph 52 of his witness statement):

I do not understand the allegation that I should have explained the colour-coding required for the NEC integration report. There is no colour-coding in the NEC report. It is possible that Eyup is confused with the colour-coding we used in our weekly report to HQ, and I know that Daniel pulled Eyup up on this in mid- July 2023 [332-338]. ...The relevant feedback given to Eyup about this matter was provided by Daniel, not me, and I do not agree that I should have given him a further explanation about the colour-coding.

96. Therefore, it seems the colour coding for reports was explained, although this particular explanation was around 19 months after he began working for the Respondent.

97. Mr Korkmaz has not provided any evidence that this amounts to less favourable treatment compared to how someone else would have been treated. However, even if it does amount to less favourable treatment, there is no evidence from which it could be inferred that any less favourable treatment was due to Mr Korkmaz's race.

98. In the circumstances, we find this allegation of direct race discrimination is not made out.

During the claimant's whole employment period did the respondent "systematically" start "assigning the claimant tasks outside his responsibility and job description and waiting for him to fail". The claimant states these tasks included the NEC integration report. The claimant states this was a report about something that had taken place in Seoul which was inappropriate as he had never visited Seoul.

99. We have already stated we do not consider Mr Korkmaz was required to write the report. And Mr Kim offered to support Mr Korkmaz in relation to the work on the NEC integration report, including in communicating with HQ, which Mr Korkmaz identified as a source of difficulty, we do not consider the request to present this information was inappropriate. To that extent, the factual allegation is not made out.

100. Further, we also take into account that in the workplace, employers are entitled to allocate tasks to employees, we do not consider that on its own amounts to less favourable treatment. As stated, even if this was a complex task, as Mr Korkmaz alleges, that does not make it inappropriate, particularly as Mr Kim was offering support.

Telling the claimant's colleagues (Javi Jorge and Sangbum Kim) to 'adjust' the wording about him to mix up 'expectations' with 'performance'. The claimant's position being that he was meeting performance targets. The claimant states Mr Gerlich was influencing his colleagues to ask about 'expectations' rather than 'performance' which enabled them to ultimately dismiss him. This is alleged to have occurred between April 2023 and July 2023

101. This issue is not entirely clear, which is compounded by the allegation that it occurred within a date range of several months, rather than on specific dates. However, during his evidence, and when cross examining the Respondent's witnesses, Mr Korkmaz repeatedly emphasised the alleged subjectivity of the criteria applied to assess his performance.
102. When he was cross examined, Mr Korkmaz stated that he was being assessed on subjective criteria; that expectations were subjective and more prone to manipulation, whereas performance was objective and capable of being measured. And when cross examining the Respondent's witnesses, he put this to them. For instance he put this point to Mr Kim, he put to Mr Gerlich that his dismissal was based on a subjective process, and put to Mr O'Connor that it was his subjective view that Mr Korkmaz's November 2022 automation slide deck should have been presented as 3 to 4 slide decks instead of 9. He also referred to the feedback Mr Gerlich received about his performance as gossip.
103. However, Mr Gerlich denied influencing the way in which feedback was presented to him, including denying that he asked colleagues about expectations rather than performance. Additionally, Mr Lago and Mr Kim both deny Mr Gerlich influenced how they gave feedback regarding Mr Korkmaz.
104. There are numerous e-mail exchanges in the bundle showing Mr Gerlich receiving and sometimes requesting feedback about Mr Korkmaz's work, but none of these e-mails suggest Mr Gerlich was trying to influence the feedback. Therefore, we do not consider the contemporaneous e-mails support this allegation, which accordingly, is not made out, and is dismissed.

Did Sangbum Kim on 3 November 2022 become "very angry" and shout at the claimant in a meeting room

105. It is common ground this allegation relates to 2nd August 2023 not 3rd November 2022.
106. Mr Korkmaz's witness statement provides limited evidence regarding this allegation.
107. During cross examination he stated Mr Kim shouted at him because he was angry about Mr Korkmaz's work on the NEC integration report. Although this context is not dealt with in Mr Korkmaz's witness statement, we note that during the grievance interview with Mr Szombara, he had also alleged Mr Kim shouted at him because he was angry about Mr Korkmaz's work on the integration report.

108. Mr Kim admits to being dissatisfied with Mr Korkmaz's work on the NEC integration report, and the time it was taking Mr Korkmaz to complete it, but he denies this allegation stating he did not shout at Mr Korkmaz, nor at anyone else in the UK, he does not remember them meeting on that day, and he would not have been angry or shouted about the integration report because he had been looking to support Mr Korkmaz in completing this work.
109. There is no documentary evidence regarding any meeting said to have taken place, and we understand that no one else was present. The Tribunal is therefore required to decide between the competing evidence on the balance of probabilities.
110. As noted, there is no documentary or other corroborative evidence supporting or undermining either account. Each version is, on its face, equally credible. To discharge the burden of proof, Mr Korkmaz must establish that it is more likely than not that Mr Kim became angry and shouted at him. As we find that both accounts are equally plausible, the claimant has not demonstrated that his version is more probable. He has therefore failed to discharge the burden of proof.

Did Jorge Lago Macia, on 3 November 2022 tell the claimant he was expecting him to "give attention to the details, avoid repeated messages, and information has to be accurate"

111. It is common ground that Mr Korkmaz and Mr Lago met on 3rd November 2022, and that the latter provided feedback regarding Mr Korkmaz's work, which feedback included that Mr Korkmaz's work lacked attention to detail, which we consider could lead to, and is therefore consistent with, the inaccuracies that Mr Korkmaz was allegedly accused of. Mr Lago also accepts his feedback included that Mr Korkmaz did not read his e-mails. Mr Lago also complains that a later series of e-mails between them on 12th December 2022 resulted in repeated (and unnecessary) e-mail exchanges.
112. Mr Lago also states that he provided feedback to Mr Gerlich when the latter requested it after being made aware of more wider feedback regarding Mr Korkmaz's performance.
113. However, we have not been provided with evidence that this amounts to less favourable treatment compared to how someone else would have been treated. For instance, there is no basis to find that Mr Lago would fail to give similar feedback, if asked, regarding someone else who was not Turkish, that he found did not read e-mails and lacked attention to detail.
114. Therefore, while we find that Mr Lago did provide this feedback, we do not consider this amounted to less favourable treatment. Accordingly, it is not direct discrimination.

It is alleged that Mr Gerlich worked with Mr Kim to “Systematically work” to “setup” the claimant being dismissed. The claimant states they never involved Samsung HR because the claimant never had a performance issue. The claimant states he was one of the top performing employees in the EMEA region among the Samsung Networks employees with a track record of overachievements based on agreed semi-annual targets.

115. Mr Lago, Mr Gerlich and Mr Kim all deny this allegation, that in effect, they engineered matters that led to Mr Korkmaz’s dismissal. We have not been presented with evidence of this, and it is not supported by their numerous e-mail correspondence in the hearing bundle.
116. Mr Gerlich’s unchallenged oral and written evidence is that his role includes some HR responsibilities. He states that he used informal measures to try to address Mr Korkmaz’s underperforming. For instance, the radio aspect of his role was reallocated, and he arranged peering by Mr O’Connor. However, when these measures failed to result in improvement, he considered more formal steps.
117. Contrary to the allegation in the issue, Mr Gerlich consulted Ms Georgia Taylor in HR in April 2023, who advised Mr Korkmaz’s performance review process should be formalised. Ms Taylor’s e-mail exchanges are in the bundle, which show she was consulted. She advised that because Mr Korkmaz had less than two years’ service a structured improvement plan was unnecessary, and that immediate termination of Mr Kormaz’s employment was an option. However, Mr Gerlich preferred to give Mr Korkmaz another chance, so drafted an e-mail to Mr Korkmaz with the subject title “Improvement required”, which Ms Taylor reviewed before it was sent to Mr Korkmaz.
118. In our judgment, if Mr Gerlich was part of a coordinated effort to dismiss Mr Korkmaz as alleged, it is more likely than not he would have terminated his employment with immediate effect in April 2023 on receiving Ms Taylor’s advice. Instead, he chose to give Mr Korkmaz a final warning, so as to allow him an opportunity to improve his performance.
119. We consider Mr Korkmaz was not dismissed due to being set up by Mr Macia, Mr Kim or Mr Gerlich. Instead he was dismissed because he was considered to be underperforming. That is the consistent feedback provided to Mr Gerlich as set out in his witness statement. This included feedback from a variety of sources, including, Mr Kim, Mr Lago, Ms Agata Rogowska, Mr Daniel Borrás, Mr Hugo Araujo, amongst others. We consider it more likely than not, given the number of individuals critical of Mr Korkmaz’s performance, and in the light of the consistencies in their criticism, namely that he lacked attention to detail, was not on top of his e-mail correspondence, did not seek internal alignment when required, and lacked technical knowledge but was reluctant to seek or

accept support, that these criticism were genuine held, rather than due to discrimination because of Mr Korkmaz's race.

120. While regrettably, workplace discrimination does take place, we find it less likely that this number of individuals would discriminate, ostensibly seeking to justify their alleged discrimination on the same performance grounds. We consider it less likely still, that they would be working together to engineer Mr Korkmaz's dismissal. When the Tribunal asked Mr Korkmaz why did he believe a number of individuals were all racially discriminating against him, he said he did not know. We find that is because, there was in fact no racial discrimination.
121. As to his alleged high performance, aside from his own assertion, we have seen no evidence of this. Mr Korkmaz bases his assertion on his bonus pay as shown at page 96. However, as stated in Mr Gerlich's written and oral evidence, these are assessed using the MBO, so include team objectives, and therefore they are not necessarily the most appropriate indicator of individual performance. Mr Korkmaz also relies on receiving bonuses, but we have no information regarding how the bonuses he received compared to other employees. In any event, for reasons which will be addressed, bonus pay is assessed taking company and team objectives into account.
122. Yet further, he relied on receiving a 3.9% pay increase, notified to him in March 2023. However, the unchallenged oral evidence of Mr Seaman was that the amount allocated that year for pay increases was 8.7% in line with inflation. He stated that a pay increase of 3.9% against an average of 8.7% indicated underperformance. We find that assessment to be credible, Mr Korkmaz received a below inflation pay increase, amounting to a reduction in pay in real terms.
123. Therefore, consistent with his managerial responsibilities, Mr Gerlich initially dealt with Mr Korkmaz's underperformance informally, he subsequently consulted HR when there was no improvement. However, for the reasons stated, no structured Performance Improvement Plan was devised for Mr Korkmaz. Ms Taylor's advice was that it was unnecessary because Mr Korkmaz had less than two years' service. We find that approach regrettable. We endorse the recommendations made by Mr Szombara and Mr Seaman when dealing with Mr Korkmaz's grievance and appeal respectively, who stated a P.I.P should be used where any employee is identified as underperforming irrespective of their length of service.
124. However, we do not consider this is evidence that Mr Gerlich, Mr Kim and/or Mr Lago were working together to engineer, or set up, Mr Korkmaz for dismissal. We consider he was dismissed because various individuals genuinely believed he was underperforming. Furthermore, we do not accept

Mr Korkmaz's evidence that he was a top performer, with a record of overachievements.

125. Consequently, to the extent the factual allegation is partially made out, we do not consider it amounts to less favourable treatment. Nor have we been presented with any evidence that the failure to implement a P.I.P was due to his nationality. Instead, rightly or wrongly, the evidence shows Ms Taylor's advice was due to his length of service.

On 6 September 2023 at Vodafone HQ during the workshop did Mr Billy O'Connor "systematically" stop the claimant while he was presenting and repeat what the claimant was saying. The claimant states this was to undermine him because of his accent.

126. Mr Korkmaz gives this account of Mr O'Connor during a workshop where multiple presentations were made, but during which, he states, it was only during his presentation that Mr O'Connor would repeatedly stop him and repeat what he had said.
127. Mr O'Connor's evidence is that he did not interrupt or stop Mr Korkmaz during his presentation, but instead he states he waited for an appropriate pause to reinforce what Mr Korkmaz had said. He explains he did so because Mr Korkmaz gave the final presentation of the day, the audience seemed tired, they were in a warm room, and Mr O'Connor wanted to ensure the key aspects of the presentation landed with the audience. He states this was not to undermine Mr Korkmatz, but instead, to show consensus within Samsung by reinforcing the message.
128. As there is no documentary evidence regarding this workshop, we have determined this issue based on the competing evidence each has given. We note Mr Korkmaz bears the burden of proving it is more likely than not that his account is accurate. In our judgment, he has not discharged that burden. That is because Mr O'Connor has provided a consistent account in his written evidence, which he repeated during his oral evidence, despite detailed cross examination by Mr Korkmaz on this point.
129. We also found Mr O'Connor to be a credible witness who made appropriate concessions, for instance, accepting the words he used to describe Mr Korkmaz's slide deck on automation were unprofessional.
130. Therefore, in the circumstances, we prefer Mr O'Connor's evidence regarding this incident.

Did the respondent alter his performance data for the H1 2023 year without his knowledge or permission?

131. Amongst the tools the Respondent used to measure performance were:

- (i) Management by Objectives, carried out bi-annually, which results informed decisions on bonus pay. This is assessed based on team and company performance, comprising 40% of the score, and personal performance comprising 60%. This focuses on what is achieved rather than how an achievement is reached. Because the company and team achievements are factored into this score, it is not the best indicator of personal performance.
- (ii) Performance Evaluations are carried out annually, and focus on how performance is delivered against goals that they set, and which they self-assess and which the line manager also assesses based on feedback received. It is this assessment that informs salary increases.
- (iii) The final one referred to during the hearing are Talent Reviews. This is based on the PEs submitted by line managers to the senior management team, in this case Thomas Ridel, who calibrated the scores, which are plotted on a distribution curve to identify the top 20% high performers and the lowest 20% underperformers. This is designed to identify potential leaders, so does not affect salary or bonus. These scores are calibrated, and during that process, Mr Ridel will, where required, amend scores. And we can see from his e-mail sent on 8th August 2023, he did so, on that occasion.

132. Therefore, to the extent that performance data includes the Talent Reviews, Mr Korkmaz's data was altered as part of the calibration process.

133. However, we do not consider that amounts to less favourable treatment because all scores are calibrated. There is no evidence at all, or from which it could be inferred, that any changes made to Mr Korkmaz's scores during that process were due to his nationality.

On 8 September 2023 it is accepted by the respondent that they gave the claimant notice of dismissal so as to terminate his employment on 8 December 2023

134. It is agreed between the parties that the Respondent notified Mr Korkmaz of his dismissal on 8th September 2023, he was placed on garden leave until his termination took effect on 8th December 2023.

135. For the reasons previously stated (see paragraphs 114 to 124 above) we do not consider this dismissal amounts to direct discrimination.

136. In our judgment, an employee who was not Turkish, but who was underperforming despite the time and measures introduced to support them, would also have been dismissed.
137. As part of this aspect of the claim, Mr Korkmaz put to the Respondent's witnesses, for instance, Mr Gerlich, that he was not considered for alternative employment. An example he repeatedly gave was that he could have sold Samsung televisions.
138. We are sympathetic to the impact the dismissal had on Mr Korkmaz, and also on his family, because they were all dependent on his skilled worker's visa to remain in the UK, and particularly as his son was doing well at school. However, there was no obligation on the Respondent to find alternative employment. To address his visa situation, any such work would also have to qualify as skilled work, which means that selling Samsung televisions, as suggested by Mr Korkmaz, would not meet the relevant requirements. But as stated by the Respondent, there was no obligation to try to secure alternative work.
139. For the same reasons stated at paragraphs 114 to 124 above, this allegation of discrimination is also not made out.

The respondent accepts that on 30 October 2023 Mr Szombara dismissed the majority of the Claimant's grievance

140. In his grievance, Mr Korkmaz raised the following:

I did a few online interviews with people from Samsung before I joined to the Samsung. During the interview, Javi made a fun out of my name and asked the meaning. I told him that Eyup is a Muslim prophet name and meaning is "very patient". Javi was laughing and making fun about my name as well as meaning of my name.

141. Except for the above allegation, Mr Szombara dismissed Mr Korkmaz's grievance. In the grievance outcome letter, he dealt with this matter as follows:

Mispronunciation of name

With respect to Javi Lope's discrimination towards you, the situation of making fun of your name is not appropriate behaviour and direct feedback will be given to him about the hurtful impact of micro-aggressions.

It also came to light through my findings, that Javi was indeed involved in your interview process and subsequently contributed to the decision to hire you.

This decision, therefore, shows that no such discrimination was made as he employed you in the first instance.

I am unable to uphold this point of your grievance in its entirety but I do partially uphold this point. I will take the responsibility to ensure that feedback will be given to Javi directly in relation to this point.

142. The findings are not particularly clear but seem to amount to a finding that there was no discrimination in relation to hiring Mr Korkmaz, however, he was subjected to micro-aggressions as a result of Mr Lopez making fun of Mr Korkmaz's first name.
143. It seems that it is the dismissal of all the other grievances that is the subject of this issue, because the fact that Mr Szombara partially upheld one grievance would not be regarded as discriminatory.
144. In his witness statement Mr Korkmaz criticises Mr Szombara's alleged failure to consider the other allegations of discrimination, and argues that Mr Gerlich was involved in the grievance outcome decision. The latter point was put to Mr Gerlich who was taken to the notes of his interview with Mr Szombara (e.g at page 554), but no alleged irregularity or deficiency was put to Mr Szombara during cross examination.
145. As to any involvement Mr Gerlich may have had in the grievance outcome decision, he denied in cross examination that he had had any. However, he confirms that Mr Szombara interviewed him and that he was sent a copy of the draft interview notes to agree, and that he made some changes to these. We find there is no evidence to support Mr Korkmaz's allegation that Mr Gerlich played any part in the grievance outcome decision. The documentary evidence supports his account that his input in the grievance process was essentially limited to being interviewed and reviewing and amending the interview notes. We note that Mr Korkmaz was offered the same opportunity to review the notes of his interview, and make amendments where appropriate.
146. As to the allegation that Mr Szombara failed to consider aspects of the grievance, we are limited in how we can appropriately assess this because the matter was not dealt with in cross examination. However, Mr Szombara's witness statement provides a detailed account of his investigation and the steps taken to reach his decision. The decision itself is detailed and sets out Mr Szomabara's reasons for the conclusions reached.
147. Although he did not interview everyone against whom an allegation was made, we are satisfied that broadly speaking, there is no evidence that his investigation or decision was unreasonable or unfair. A point that supports our conclusion is that Mr Szombara was prepared to highlight areas for future improvement. In particular, he recommended that formal performance

policies and procedures are followed irrespective of any employees length of service.

148. In light of our findings, we do not consider that Mr Szombara treated Mr Korkmaz less favourably than he would have done if these issues had been raised by someone who was not Turkish. Nor do we consider him dismissing the majority of the grievance was because of Mr Kormaz's nationality.

On 29 November 2023 the respondent accepts that Mr Seaman dismissed the Claimant's grievance appeal.

149. In his witness statement, Mr Korkmaz makes the same criticisms of the appeal decision as he made of the grievance outcome decision. There is no evidence that Mr Gerlich was involved in the appeal decision. Nor is there any evidence that the appeal process or outcome was irregular or deficient. Mr Seaman has provided a detailed written decision, setting out Mr Korkmaz's grounds and addressing each in turn.
150. We have not been provided with evidence indicating that Mr Seaman would have reached a different decision if the appeal had been brought by someone who was not Turkish, or that the decision was in any way whatsoever because of Mr Korkmaz's nationality.

Direct discrimination because of religion or belief (Equality Act 2010 section 13)

151. The claimant describes his religion as being Islam.

Did Mr Javi Lopez make fun of the Claimant's first name during the interview with the claimant and repeatedly during the whole of the claimant's employment, in particular whenever he visited the UK for a face-to-face meeting. Eyup is a prophet 's name in Islam

152. This allegation is dealt with in Mr Korkmaz's witness statement as follows:

Despite my extensive international experience, my name and Turkish background became subjects of mockery within team communications. In particular, Mr Javier Lopez made inappropriate comments about my name and accent, conduct that Samsung later admitted and documented in the official grievance outcome (see Initial Grievance Outcome, 30 October 2023, main bundle p.615).

153. As stated, this was raised as part of Mr Korkmaz's grievance, which was upheld as amounting to micro-aggressions.

154. Regarding that finding, we note that Mr Szombara's written and oral evidence that he did not speak to Mr Lopez before making this finding, and Mr Lopez confirms that was the case.

155. Therefore, despite Mr Szombara's decision, we need to determine whether Mr Lopez did or did not mock Mr Korkmaz's name. We do not consider it is appropriate to simply adopt Mr Szombara's finding which was made without speaking to Mr Lopez, and in light of Mr Lopez's denial of this conduct. If we find the allegation is proved, we then need to consider whether it amounts to direct religious discrimination.

156. Mr Lopez's written evidence regarding this allegation is as follows:

Eyup has alleged that I made fun of his name and that this was discrimination on grounds of religion or belief. I absolutely deny this. The interaction I believe Eyup is referring to happened early in my interview with him in late 2021. I used to travel to Samsung's offices in Turkey every week whilst working on our Vodafone Turkey account, and they are located in the Eyüp area of Istanbul. As a way of building rapport with Eyup, I mentioned that his name was the same as this area, so there was a connection with Samsung. The interview was very friendly and positive, and I didn't get any sense that Eyup was upset by this comment. I do not agree that my comment was in any way rude or discriminatory on grounds of religion. I also do not understand Eyup's reference to later instances where he made fun of his name, for example during a coffee break on 22 March 2022. The only time we ever discussed his name was during the interview; it never came up again afterwards.

I am aware that Eyup included the allegation that that I made fun of his name in a grievance he raised following his dismissal, and that the grievance investigator found that this was inappropriate, hurtful, and a microaggression [529, 617]. To be clear, I was not made aware of this allegation or spoken to as part of the grievance investigation, and that outcome was reached without me providing the full context of my sole interaction with Eyup about his name. I have never made fun of Eyup's name and do not accept that my comment was discriminatory in any way.

157. The evidence regarding this allegation is the witness evidence of Mr Korkmaz and Mr Lopez, so it essentially comes down to who's evidence we prefer, with the burden of proving the allegation being on Mr Korkmaz.

158. We note that in his grievance, Mr Korkmaz did not specify how Mr Lopez had made fun of his name. During the grievance interview, as shown in the written record of that interview, Mr Szombara asked more than once to describe how Mr Lopez made fun of his name, but he did not do so. Nor did he explain this in his witness statement. It was only when the Tribunal asked him to describe how Mr Lopez made fun of his name, that he pronounced his

name in the way he alleged Mr Lopez had done. He pronounced his name loudly with a disparaging inflection. When asked why he had not previously explained how Mr Lopez mocked his name, Mr Korkmaz said that he had found this difficult to describe in his witness statement. However, even if that is the case, that fails to explain why he did not provide an oral description when Mr Szomabara asked him about this during the grievance interview.

159. We find Mr Korkmaz has failed to discharge the burden of proving that Mr Lopez mocked his name for a number of reasons. Firstly, because it was only for the first time during the hearing, when asked, that he clarified how his name was mocked. Considering he had the opportunity to explain this earlier, for instance as part of his grievance, we consider the lateness of the description undermines Mr Korkmaz's evidence. Secondly, we found Mr Lopez to be a credible witness, and so we accept his denials. We consider that trying to establish a rapport with an interview candidate is an appropriate context in which to comment on someone's name, particularly in the way Mr Lopez described, by trying to show a connection between Mr Korkmaz's name, and the location of the Respondent's offices in Istanbul. During re-examination, Mr Lopez was asked whether he knew Mr Korkmaz was Muslim, and he candidly admitted he guessed he might be because when discussing his name he had referred to it as a Prophet's name. A self-serving witness would have been more likely to deny any knowledge or suspicion about Mr Korkmaz's religion. The fact that Mr Lopez admitted he believed Mr Korkmaz may be Muslim lends credibility to his evidence.
160. Finally, we consider Mr Lopez seemed genuinely troubled by the allegation that he had mocked someone's name, which we find is inconsistent with the allegation that he had engaged in such conduct.
161. In light of us preferring Mr Lopez's evidence on this issue, we find Mr Korkmaz has failed to make out this allegation, which accordingly fails.

Time Limits

162. Now that we have addressed the allegations, we return to the issue of time limits, which is relevant to all the allegations prior to 7th September 2023.

Was there conduct extending over a period?

163. As previously stated, because the real question is was there discriminatory conduct extending over a period of time, and we have found there was no discrimination, there is no jurisdiction under subsection 123(3) of the EA 2010.

Is it just and equitable to extend the time limit

164. Finally on time limits, whether it is just and equitable to extend the time limits. In our judgment, this question can only sensibly arise in relation to claims that have merit – we do not consider it can be just and equitable to extend the time limit to pursue a meritless claim. As we have found none of the claims have merit, on our analysis, it would not be just and equitable to extend time on any of the allegations that took place prior to 7th September 2023.

Conclusion

165. In light of our findings, both of Mr Korkmaz's claim for direct race discrimination and direct religious belief discrimination fail, and therefore, both claims are dismissed.

Approved by:
Employment Judge Tueje
Date: 6 May 2026

Sent to the parties on:
Date: 18 June 2026