EMPLOYMENT TRIBUNALS

Claimant: **Mrs Lyndsey Shearing**

Respondent: **Mr Cosmetics Limited**

Heard at: **London East Hearing Centre (by CVP)**

On: **25, 26, 27 and 30 March 2026 (30 March 2026 AM and early PM in chambers)**

Before: **Employment Judge B Beyzade**

Representation
For the Claimant: Mr Jonathan Feld, Lay Director of LIL Legal Ltd, a Legal Support Firm (also in attendance Miss Konstantinou Stylianou, Paralegal on 30 March 2026)
For the Respondent: Mr Thomas Shearing, Managing Director and Owner

REASONS

Written reasons pursuant to Rule 60(4)(b)(i) and (4B) of The Employment Tribunal Procedure Rules 2024 (as amended)

Introduction

1. This is the Tribunal's oral judgment in the case of Mrs Lynsey Shearing v Mr Cosmetics Ltd, case number 6007218/2024. The claimant, Mrs Lynsey Shearing, brings complaints of unfair dismissal and wrongful dismissal/breach of contract (notice pay). She also seeks reinstatement as a remedy for unfair dismissal. The respondent resists the unfair dismissal complaint and says the claimant was dismissed for misconduct. The wrongful dismissal/breach of contract (notice pay) complaints were resolved by agreement.

2. I confirm that this judgment is a summary of the Tribunal's reasons and is not a full written judgment, although it explains the key findings and conclusions. All of the evidence and submissions have been considered carefully.

Background

3. The claimant and Mr Thomas Shearing, the Managing Director and principal shareholder of the respondent company, are separated spouses who remain engaged in ongoing family-court proceedings. The claimant began working in the business shortly after their relationship began in 2012. Over the years she held wide-ranging responsibilities including HR, payroll, recruitment, general administration and staff management. The claimant initially became a director in 2013, stood back during maternity leave, and resumed fuller duties in 2022.

4. Until early June 2024 her relationships with staff were friendly, and there were no formal complaints about her conduct. In early June the marriage broke down suddenly. The claimant took a week off work and returned to work on Monday 17 June 2024. Both parties agreed that the claimant and Mr Shearing should minimise contact at work for the time being, and temporary arrangements operated successfully between 17 and 19 June 2024.

5. On 21 June 2024, after the claimant withdrew £25,000 from the company bank account, something which had been consistent with previous practice between the parties in their roles as directors and shareholders, the respondent dismissed her orally and without warning. The respondent later confirmed dismissal in writing on 26 June 2024.

Findings of Fact

6. The Tribunal makes the following key findings of fact, in summary form.

7. There is no documentary or contemporaneous supporting evidence that the claimant bullied or harassed staff between 17 and 21 June 2024. No staff member told her she had done so, and contemporaneous messages sent as late as 19 June 2024 show warm and supportive exchanges.

8. The temporary workplace arrangements between 17 and 19 June 2024 operated without disruption. Staff did not tell the claimant at any point that they were unable or unwilling to continue working with her.

9. While staff later expressed clear concerns and unease about aspects of the claimant's management, including her use of CCTV, no such concerns were articulated to the claimant before 21 June 2024. Nor were they investigated or relied upon as a basis for dismissal.

10. The claimant's withdrawal of £25,000 occurred after advance notice had been given by her solicitors. Save that notice was given by solicitors, this was consistent with past practice during the marriage. There was no investigation into this before dismissal.

11. On 21 June 2024, the decision to dismiss the claimant was communicated orally by Mr Shearing in the presence of staff. The claimant's and Mr Shearing's children were present during part of the events. No allegations were put to the claimant in advance. No investigation took place either before or after the dismissal.

12. The letter of 26 June 2024 confirmed dismissal for gross misconduct but did not set out any investigatory steps or any evidence relied upon. It enclosed provisions inviting the claimant to resign as Director and waive claims in exchange for 12 months' salary. This was presented as a severance proposal rather than a disciplinary outcome.

13. A Non-Molestation Order was granted in late 2024 and renewed in February 2025 (albeit it was indicated that this was renewed in February 2026). The order restricts communication between the parties and requires contact to be made only through a parenting app. There was no indication at this hearing that the order was likely to be discharged or varied.

14. The claimant has long-standing childcare responsibilities, including caring for a child with complex needs. Her availability for work is highly restricted. She has taken reasonable steps to seek alternative employment but has not been able to obtain work suitable to her circumstances.

15. There was no step taken by the respondent to explore whether the working relationship could have been salvaged through mediation, temporary arrangements or a structured process. No reasonable alternatives to dismissal were considered.

16. The Tribunal finds that, by June 2024, working relationships between the claimant, the respondent and the two key members of staff had already become strained and difficult, albeit that those concerns were not fully expressed to the claimant at the time. The Tribunal further finds that relations deteriorated significantly after the dismissal, in the context of the parties' ongoing dispute and subsequent proceedings.

Credibility of witnesses

17. The Tribunal found all witnesses to be honest, but the most reliable evidence came from the contemporaneous communications. The claimant's account was, on the whole, careful and consistent with the documents. The evidence given by Miss Sleg and Mr Rex was generally sincere. The Tribunal finds that, whilst their concerns were not articulated to the claimant prior to 21 June 2024, they reflect underlying difficulties in the working relationship which had already begun to emerge by that stage and became more pronounced following the dismissal. The respondent's evidence showed the strain of the marital separation and concern for the business, but Mr Shearing's perception of the claimant's actions was not supported by contemporaneous documentation.

The Law

18. An employer must show the reason for dismissal. The Tribunal is required to consider whether there was a genuine belief in misconduct, reasonable grounds for that belief, and a reasonable investigation in all the circumstances. The Tribunal must then consider whether dismissal was within the range of reasonable responses. The ACAS Code of Practice on Disciplinary and Grievance Procedures, published on 11 March 2015 ("ACAS Code") applies, and failure to follow it may lead to an uplift of up to 25%.

19. A Polkey reduction or contributory fault may be considered by the Tribunal, where appropriate, in assessing compensation for unfair dismissal.

20. The Tribunal may order reinstatement or re-engagement if appropriate in the circumstances.

Submissions

21. Both parties made oral submissions which the Tribunal found informative. The claimant's representative also presented a Skeleton Argument which the Tribunal read and took into account.

Discussion and Decision

22. On the basis of the findings made, the Tribunal disposes of the matters identified within the Agreed List of Issues as follows:

Reason for dismissal

23. The respondent relied solely on misconduct. The Tribunal is not satisfied that the respondent genuinely believed the claimant committed misconduct. The withdrawal of funds was not shown to be theft or clandestine conduct; it reflected previous patterns of dividend drawings. The Tribunal was further not satisfied that the respondent genuinely believed that the claimant committed the misconduct outlined in the letter dated 26 June 2024.

Reasonableness of the investigation

24. There was no investigation. No allegations were put to the claimant before dismissal. No meeting took place. No evidence was gathered. The dismissal letter does not record any investigatory steps.

25. The Tribunal finds in all the circumstances that there were no reasonable grounds for any belief in misconduct.

Procedural fairness

26. The respondent candidly accepted that the ACAS Code was not followed. There was no disciplinary process at all. The proposed right of appeal within the letter dated 26 June 2024 would involve a hearing to be chaired by the respondent's own solicitor after the dismissal had already taken place. This did not remedy the fundamental unfairness.

Range of reasonable responses

27. The Tribunal finds that no reasonable employer would have dismissed an employee with the claimant's service and clean disciplinary record in these circumstances without a fair and reasonable process. The dismissal was unfair in all the circumstances.

Reinstatement and re-engagement

28. Reinstatement is not practicable or appropriate in this case.

29. The Non-Molestation Order restricts communication and remains in place. The claimant continues to insist that Mr Shearing must work separately from her. This is not realistic two years after separation in a small business that requires daily contact between the Managing Director and staff.

30. Working relationships are now strained, and the Tribunal is not satisfied that reinstatement could operate successfully.

31. The claimant does not wish to be re-engaged.

32. In the circumstances no order for reinstatement or re-engagement is made.

Compensation

33. The claimant mitigated her loss. Her childcare responsibilities and medical presentation significantly limit her employment opportunities. She has acted reasonably in seeking work.

34. A fair procedure might have resulted in dismissal for some other substantial reason, but the Tribunal cannot be certain that dismissal would have taken place, and the absence of any investigation leaves the evidence incomplete. The Tribunal therefore applies a 50% Polkey reduction.

35. The respondent unreasonably failed to comply with the ACAS Code. A 20% uplift is appropriate in all the circumstances.

36. The Tribunal finds on the evidence that there is no contributory fault on the part of the claimant.

37. The statutory cap of 52 weeks' pay applies to the compensatory award. The basic award is payable in full. The compensatory award is as set out in the Schedule of Loss, subject to the statutory cap, the 50% Polkey reduction, and the 20% ACAS uplift.

Wrongful Dismissal/breach of contract (notice pay)

38. The claimant had a statutory entitlement to 12 weeks' notice pay. She was dismissed without notice. By agreement, she is awarded £3,146.04 (gross), less deductions relating to tax and national insurance.

Conclusion

39. For the reasons I have given, the Tribunal finds that the claimant was unfairly and wrongfully dismissed. The respondent acted without investigation, without having followed a fair and reasonable process, and outside the range of reasonable responses. Reinstatement is not practicable or appropriate. Compensation is awarded as set out above.

Summary of Tribunal's decision

(i) The claim for unfair dismissal succeeds.

(ii) The claim for wrongful dismissal/breach of contract (notice pay) succeeds.

(iii) Reinstatement is refused. This is impracticable and not appropriate.

(iv) The claimant is awarded:

a) A basic award (in full),

b) A compensatory award capped at 52 weeks' pay, subject to the 50% Polkey reduction,

c) A 20% ACAS uplift, and

d) 12 weeks' notice pay in the sum of £3,146.04 subject to required tax and national insurance deductions.

(v) The parties must agree the precise compensation amounts within 28 days, failing which a remedy hearing will be listed.

Approved By:

Employment Judge B Beyzade
Dated: 30 June 2026