



# EMPLOYMENT TRIBUNALS

**Claimant:** Ms A Tran

**Respondent:** Stockedmarkets Ltd (in voluntary liquidation)

**Heard at:** London Central (CVP)

**On:** 26 August 2022

**Before:** Employment Judge Leonard-Johnston

## Representation

**Claimant:** In person

**Respondent:** Not in attendance

# JUDGMENT

The respondent is ordered to pay the claimant the sum of £25,000 being damages for breach of contract.

# REASONS

1. Judgement having been given orally and the respondent having requested written reasons at the hearing on 26 August 2022, the following reasons are provided.
2. Ms Tran was employed by the respondent on 2 August 2021 as an HR Director. She resigned on 1 December 2021, giving three months' notice as was required by her employment contract. A package was agreed with Mr Michael Goddard of the Respondent for the final instalment of her pay. This amounted to a total package of £41,108 broken down as follows:
  - a. £423 (gross) being one day's wages for 1 December 2021;
  - b. 3 months payment in lieu of notice, for December, January and February 2022, amounting to £27,500 (gross);
  - c. £6,769 (gross) being untaken accrued holiday pay;
  - d. £6416 being unpaid employer pension contributions according to the contract.

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3. The respondent did not dispute the amount that the claimant was entitled to be paid upon termination. However, the respondent specified that the payment would be made in three separate instalments over three months to ease cash flow problems being experienced by the company, with the last instalment to be paid on 28 February 2022. The claimant agreed to this. The respondent processed the December 2021 pay roll but did not make the payment. Mr Goddard made several commitments to the claimant on the telephone and by email that she would be paid. However, the respondent failed to pay all three of the instalments to the claimant despite repeated attempts by her to secure payment.
4. Accordingly, the claimant filed this claim on 30 May 2022. The respondent did not enter a response and has not contested the claim.
5. Shortly before this hearing the Tribunal became aware that the respondent entered into voluntary liquidation on 15 August 2022. The liquidators, Leonard Curtis, were notified of this hearing but declined to attend.
6. At the hearing the claimant provided the tribunal with evidence of the entitlements set out in paragraph 2 above, including her employment contract, payslips and evidence of bank transfers showing her monthly salary. She also provided evidence of email correspondence with the respondent regarding her resignation and the agreed termination package and her attempts to secure payment. The claimant was an honest and reliable witness. Having considered the evidence I am satisfied to the required standard that the respondent has been in breach of contract in its failure to pay the claimant the amounts to which she was entitled to be paid on termination of her contract and that the amounts claimed by the claimant are correct.
7. I note that in respect of the claimant's salary payments for August, September October and November 2021 the Respondent made deductions for tax and NI purposes, as shown in the payslips. Whilst the respondent made those deductions it is not clear that they were in fact ever paid to HMRC on the claimant's behalf.
8. I am satisfied that the damages suffered by the Claimant for the breach of contract amounts to £41,108 gross. However, this Tribunal is limited in respect the amount it may award for breach of contract to £25,000 under article 10 of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994. Accordingly, that is what the Claimant is awarded.

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Employment Judge **Leonard-Johnston**

Date 26 August 2022

JUDGMENT SENT TO THE PARTIES ON

26/08/2022

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