

EMPLOYMENT TRIBUNAL — CLAIM FORM (ET1)

Case number: 2203114/2025 — London Central

Date presented: 20 May 2025

1. Claimant's details

Name: Rosemary Okafor

Address: 52 Wrenfield Close, London ZZ7 7EU

Email: r.okafor@mail.example

2. Respondent's details

Name: Brightwater Analytics Ltd

Address: Floor 3, 26 Copperfield Yard, London ZZ4 5PQ

ACAS early conciliation certificate number: R241057/25/03 (issued 2 May 2025)

5. Employment details

Job title: Head of Customer Success

Employment started: 6 September 2021

Employment ended: 31 March 2025

Annual salary: £84,000 plus bonus (average £11,000)

8. Type and details of claim

8.1 I am claiming: unfair dismissal (section 98 Employment Rights Act 1996); automatically unfair dismissal for making protected disclosures (section 103A); and detriment for making protected disclosures (section 47B).

8.2 Details of claim:

(a) In November and December 2024 I became aware that Northgate Retail plc, the Company's largest customer, was likely not to renew its contract, because its procurement team told my team so during the 2024 renewal. I raised this with Imogen Hale (CEO) in a meeting on 9 December 2024 and in an email of 12 December 2024. I said that the churn risk had to be reported accurately to the board and to the prospective buyer, Castellane, because I understood the company was being sold. I believe these were protected disclosures: they tended to show that a person was failing to comply with a

legal obligation and that information was being concealed.

(b) Ms Hale told me that the sale was "not my concern" and that I should "focus on retention". On 14 January 2025 she told me that the customer success function was being restructured and that my role was at risk. No other role in the function was removed. I was given notice on 28 February 2025 and my employment ended on 31 March 2025.

(c) On 7 February 2025 Northgate gave formal notice of non-renewal. I was not told; I learned of it from a colleague on 20 February 2025.

(d) On 3 March 2025 I emailed Ms Hale stating that I had taken legal advice and that I would bring a claim unless a fair settlement was agreed. The Company's offer of statutory redundancy pay plus £8,000 was not acceptable.

(e) I believe the real reason for my dismissal was that I had made the disclosures described above, and that the redundancy was a pretext.

9. Remedy

9.1 I seek compensation for unfair dismissal (basic and compensatory awards), for detriment (injury to feelings) and an uplift for failure to follow the ACAS Code. I estimate the value of my claim at approximately £180,000, including loss of earnings of 12 months (£95,000), loss of the 2025 bonus and share options (£45,000), injury to feelings (£25,000) and the uplift.

15. Declaration

I believe the facts stated in this claim form are true.

R. Okafor — 20 May 2025