IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND

[2017] NZERA Auckland 124
3000169

BETWEEN	JACQUI TAIT Applicant
AND	REM GLOBAL LIMITED (PREVIOUSLY NAMED FIGUREX LIMITED) First Respondent
AND	GREGORY CHARLES PETERS Second Respondent

Member of Authority:	Robin Arthur
Representatives:	Danny Gelb, Advocate for the Applicant Vanessa Bainbridge, Advocate for the Respondent
Investigation Meeting:	27 April 2017
Oral determination:	27 April 2017
Written record issued:	27 April 2017

ORAL DETERMINATION OF THE AUTHORITY

---

[1] This matter has been determined by way of an oral determination, begun at 12.50pm on 27 April 2017, as provided for by s 174 and s 174A of the Employment Relations Act 2000 (the Act). The time is relevant because the Authority was informed on 13 April 2017 that the First Respondent, REM Global Limited, had begun a process to enter liquidation. To the best of my knowledge, having checked the Companies Office records online two minutes beforehand, the company remained on the register and was not in liquidation at the time I began giving this determination.

Employment Relationship Problem

[2] Jacqui Tait worked for Figurex Limited from 12 July 2016 until she resigned on 1 September 2016. She was employed in the position of Operations Manager at

the company's head office in Newmarket. The company was part of a business that dealt with the franchises for gyms run under the Configure brand.

[3] On 6 October 2016 Ms Tait raised a personal grievance and on 22 November 2016 lodged an application in the Authority. She said her resignation was really a constructive dismissal because the company breached her terms of employment by not paying her in time or in full. She also claimed wages arrears for money not paid to her at the end of her employment, including her holiday pay. She sought penalties against the company and its director at the time, Gregory Peters, for those alleged breaches of her statutory rights to her wages and holiday pay.

[4] In a statement in reply lodged on 8 December 2016 Figurex Limited, since renamed REM Global Limited (RGL), and Mr Peters denied Ms Tait's allegations. They said RGL was entitled to make deductions from her final pay because she had not given one month's notice as required in her employment agreement. It also said she had kept a company laptop worth $2500. The laptop has since been returned.

The Authority's investigation

[5] The parties were directed to mediation. Mediation was arranged for 7 February 2017 but the respondents' representative advised at short notice that the respondents would not attend. A further direction was made and mediation was held on 22 February without resolving the matter.

[6] An Authority case management conference, held by telephone on 24 March 2017, set timetable directions for an investigation meeting to be held on 27 April, with witness statements and documents to be lodged before then.

[7] On 13 April the respondents' representative advised the Authority by email that her "client" was "currently in the process of liquidating the company". She used the pronoun 'he' in reference to her client and this appeared to refer to Mr Peters.

[8] As of the date of the investigation meeting Companies Office online records showed RGL remained registered and not in liquidation. Its records showed Mr Peters ceased to be a director of RGL on 20 February 2017. From then its sole director was Wendy Jennifer Mackay. Mr Peters and Ms Mackay are husband and

wife. RGL shares are held entirely by another company, Figurex Franchising Limited (FFL). Mr Peters and Ms Mackay, between them, hold all the shares in FFL.

[9] On 19 April 2017 the respondents' representative advised the Authority by email that Mr Peters was "currently listed on the Insolvency Register as a current bankrupt". A search of the register showed Mr Peters was adjudicated bankrupt on 16 February 2017. No mention of his status was made by the respondents' representative at the Authority case management conference on 24 March or in a witness statement lodged as the "approved but unsigned" statement of Mr Peters on 13 April. Mr Peters' status as a bankrupt raised questions about whether the Authority could impose on him the penalty sought by Ms Tait for his role in adding and abetting breaches of her terms of employment.

[10] In investigating and determining this matter I have considered written witness statements from Ms Tait and Mr Peters, answers from them to questions asked of them at the investigation meeting while under oath, and submissions from the parties' representatives.

[11] As permitted by 174E of the Employment Relations Act 2000 (the Act) the written determination has stated findings of fact and law, expressed conclusions on issues necessary to dispose of the matter and specified orders made but has not recorded all evidence and submissions received.

The issues

[12] The issues requiring investigation and determination were:

(i) Did Ms Tait have a personal grievance on the basis that her resignation was really a constructive dismissal, brought about by RGL breaching the terms of her employment by not paying her in full and on time?

(ii) If so, was Ms Tait entitled to remedies of lost wages and distress compensation for RGL's unjustified actions?

(iii) If any remedies were awarded, was there any blameworthy conduct by Ms Tait that required a reduction of those remedies?

(iv) Was Ms Tait entitled to an order for wages arrears and holiday pay withheld from her at the end of her employment?

(v) Should any penalty be imposed on RGL for non-payment of wages and holiday pay?

(vi) Does the Authority have jurisdiction to impose a penalty on Mr Peters for aiding and abetting a breach of Ms Tait's terms of employment, and if so, should a penalty be imposed?

(vii) Should either party be ordered to contribute to the costs of representation of the other party?

The personal grievance – was the resignation a constructive dismissal?

[13] A resignation may be found to have really been a dismissal where some action by the employer breached a worker's terms of employment in circumstances where it was reasonably foreseeable that the worker would leave the employment rather than put up with that situation. In that way the employment is held by the law to have been ended by the employer's actions, not really those of the worker. Those actions of the employer must then meet the statutory test of having been what a fair and reasonable employer could have done in all the circumstances at the time.

[14] Failure to pay wages in full and when they are due and then not making good on promises to fix that problem is a breach of an employee's terms of employment. It is reasonably foreseeable that a worker will find that situation intolerable and it will cause them to resign rather than put up with it.

[15] Ms Tait's evidence was that this was what happened to her. I accept her evidence that she first spoke to Mr Peters on 25 July 2016 about concerns she was not being paid weekly and that she had said she did not want to work for the business if that continued. An email she sent Mr Peters on 1 August confirmed that she and Mr Peters had agreed she would be paid weekly until she felt "comfortable" with a longer pay period. In the following weeks she was paid varying amounts.

[16] Her annual salary was stated in her employment agreement to be at the rate of $75,000 for the first three months of her employment. This amounted to a gross weekly figure of $1442. She received payments of $3000 on 4 August, $1000 on 10 August, $1000 on 19 August and one payment of $800 on 31 August 2016. Ms Tait asked Mr Peters by email on 31 August about whether her income tax was being

deducted and her holiday pay accrued. His reply said the amounts paid to her were advances and a newly appointed staff member would deduct those amounts when she processed her wages. Ms Tait resigned the next day.

[17] Ms Tait was sent a pay advice slip on 19 September headed with the name of CE Gyms Management Limited. This is another company for which Mr Peters is registered as sole director, with FFL holding 100 per cent of its shares.

[18] An email accompanying the payslip said Ms Tait was paid for 15 days in July and 22 days for August, less four sick days – a total of 33 days. It advised that an "advance" of $3800 was deducted from that amount. It also said pay for 20 days was "deducted in lieu of notice as per your contract". After including a deduction for a Kiwisaver contribution, the payslip described the net pay due to Ms Tait as being the negative amount of $154.28, that is she was overpaid that amount.

[19] Mr Peters' witness statement confirmed Ms Tait had told him she did not want to work for the company if she was paid monthly. He said he had agreed to make what he called an "out of cycle payment". He said these payments were advances he stopped paying because he believed they added up to more than salary due to her. His evidence, in conjunction with Ms Tait's email of 1 August, confirmed there was an arrangement about payments made, on which Mr Peters knew Ms Tait relied and which he knew could result in her leaving the employment if it was not kept. In those circumstances, Ms Tait had established her resignation was a constructive dismissal. She had a personal grievance for which remedies could be considered.

Remedies

Lost wages

[20] Ms Tait started a new job on a much lower pay rate on 19 September until she got a better paid job on 25 October 2016. She sought an order for three months' lost wages. After allowing for a pay rise she would have received after three months' work for RGL and deducting money she earned in the jobs she got after 19 September, Ms Tait calculated her lost wages for that period totalled $10,670.

[21] In assessing her loss the Authority also has to consider the contingencies of life that might otherwise have resulted in Ms Tait losing the job or leaving RGL's employment for other reasons. Mr Peters' evidence was that the business ceased

trading in October. Ms Tait was RGL's sole employee. She would have been laid off by the end of October, with an entitlement to one month's notice, taking her to the end of November. This establishes her period of loss could not have run beyond then but corresponds with the period of lost wages claimed. It was possible she might otherwise have left earlier anyway, due to dissatisfaction with the work environment, but there was no evidence sufficient to make a deduction of the lost wages period for that purpose.

[22] For those reasons I accept the lost wages Ms Tait claimed should be awarded to her.

Compensation for humiliation, injury to feelings and loss of dignity

[23] Ms Tait sought an order of $15,000 as compensation for the distress she experienced as a result of problems with her pay and her constructive dismissal. She gave evidence of feeling her confidence was broken, sleeplessness and anxiety when going to interviews for new jobs. However, with diligent efforts to find new work, Ms Tait is now back in employment in what she described as a fantastic working environment. She said everything was "back on track" for her. In those circumstances an award for distress caused by the end of her employment should be set at the lower end of the scale. An award of $8000 is made under s 123(1)(c)(i) of the Act.

Any reduction of remedies for contributory conduct?

[24] There was no evidence to establish Ms Tait's conduct contributed in a blameworthy way to the situation giving rise to her grievance. No reduction of remedies was required on those grounds.

Wage arrears

[25] RGL deducted an amount equivalent to 20 days' pay from its calculation of final pay due to Ms Tait, resulting in a negative entitlement. Her agreement provided for one month's notice. The termination clause said "where the required notice is not given, a sum equal to the remuneration for that period may be paid or forfeited as the case may be".

[26] In light of the finding in this determination that Ms Tait's employment ended by constructive dismissal, RGL could not rely on that clause to withhold wages due to Ms Tait for days she had already worked. And even if it could the Wages Protection Act 1983 at s 5(1A) forbids an employer making a specific deduction in accordance with a general deductions clause in a worker's employment agreement, without first consulting the worker. There was no evidence suggesting Ms Tait was consulted about the prospect of 20 days being deducted from her final pay before that was done.

[27] She was entitled to be paid for those days and her holiday pay and Kiwisaver contributions due to be paid on the full 33 days she had worked for RGL. On her annual salary of $75,000 she should have received $1442.30 a week gross, or $288.46 a day. The gross amount due for 33 days was $9519.18 plus holiday pay calculated at 8 per cent of that gross amount, being $761.53 plus 3 per cent as a contribution to her Kiwisaver account, being $285.57. The gross total was $10,566.28. From that amount should be deducted the $5800 she was paid during her employment. The amount of arrears remaining due was $4766.28.

[28] She is entitled to an award of interest on that amount, at the rate of 5 per cent, for the period from 2 September 2016 until the date of payment.

Penalties

[29] RGL was liable to a penalty for deducting wages from the amounts due to Ms Tait when her employment ended: Wages Protection Act 1983 s 4 and s 13. The failure to pay all wages due to her and her holiday pay on the termination of her employment was also a breach of her terms of employment.

[30] Mr Peters was in a position of responsibility for those decisions, as the director of the business at the time. He denied he did make those decisions but I have not accepted, as more likely than not, that the person responsible for preparing the payslip sent to Ms Tait (which included the deduction of 20 days pay from the amount due) did so on her own initiative rather than at Mr Peter's direction. For his part in those events, he was liable to a penalty for instigating and abetting this breach: Employment Relations Act 2000, s 134.

[31] Applying the criteria for such a penalty, set out in s 133A of the Act and considering the steps recommended by the Employment Court in setting such penalties,[1] I concluded a penalty of $2000 should be imposed on RGL for this breach.

[32] Applying the same criteria and steps to assessing whether to impose a penalty on Mr Peters for his role in this breach, I concluded a penalty of $2000 could also be imposed on him. However before reaching such a conclusion or making such an order I had to determine whether the Authority had the necessary jurisdiction to consider and impose such a penalty on him following his adjudication as a bankrupt.

[33] I concluded the Authority, in the circumstances of this case, could not impose such a penalty on Mr Peters. I did so for the following reasons.

Does Mr Peters' bankruptcy halt the penalty claim against him?

[34] Ms Tait's proceedings in the Authority began with her statement of problem, lodged on 22 November 2016. She sought the penalty against Mr Peters in that application. Mr Peters was adjudicated bankrupt on 16 February 2017. His representative did not advise the Authority of this fact until 19 April 2017.

[35] The Insolvency Act 2006, under which a person may be adjudicated bankrupt, includes the following provision at section 76:

> *Court proceedings are halted*
>
> **76 Effect of adjudication on court proceedings**
>
> (1) On adjudication, all proceedings to recover any debt provable in the bankruptcy are halted.
>
> (2) However, on the application by any creditor or other person interested in the bankruptcy, the court may allow proceedings that had already begun before the date of adjudication to continue on the terms and conditions that the court thinks appropriate.

[36] At first glance this provision appears to prohibit Ms Tait from going ahead with the part of her proceedings that related to Mr Peters. The Employment Court's decision in *Brownie v Fuster* appears to support that view.[2] In that decision the Court found the Authority was wrong to have ordered an employer, Mr Brownie, to pay wage arrears to Mr Fuster because, at the time Mr Fuster began proceedings, Mr

[1] See *Borsboom v Preet PVT Limited* [2016] NZEmpC 143 at [137] – [151].
[2] [2010] NZEmpC 127.

Brownie was an undischarged bankrupt. The Court said the effect of s 76(1) was that the Authority had no jurisdiction to make the order it did. The Court did note there was another way Mr Fuster could pursue the money owed to him as wages by making a claim to the Official Assignee for it to be considered along with other creditors' claims against Mr Brownie's property.

[37] Various Authority determinations have also applied s 76 as meaning proceedings in the Authority are automatically halted if a respondent party is adjudicated bankrupt. In *Computer Concepts Limited v Coppard* [2011] NZERA Auckland 130 the Authority said the Applicant could not continue an application for costs because the Respondent had been adjudicated bankrupt. In *Downey v X Factor Services* [2011] NZERA Christchurch 157 the Authority determined an order for wages and holiday pay could not be made against one partner in the Respondent employer firm who had been adjudicated bankrupt. Instead an order was made against the other partner of the firm. By virtue of the partnership nature of that business, that other partner was liable for all the amount found to be due to the workers.

[38] However there are, as a matter of statutory interpretation, two reasons s 76 may not apply in such an automatic way in every case where the defendant is a bankrupt. The first concerns whether the wording of s 76, including by having regard to the heading of the section, should be interpreted as applying to proceedings in the Authority.[3]

[39] The second concerns the nature of the claim in the proceedings. It requires closer attention to other sections of the Insolvency Act and how they are applied to what may be being claimed and the extent to which some provable liability may result.

[40] On its plainest reading s 76 applies only to court proceedings. It comes under a heading that states "Court proceedings are halted". The section heading refers to the effect of adjudication on court proceedings. Both those headings indicate the reference in the section to "all proceedings" is to those filed in a court. The Insolvency Act expressly defines Court to mean the High Court. The Authority is not

[3] Interpretation Act 1999 s 5(3).

a court. Although the Employment Relations Act declares the Authority's proceedings are "judicial proceedings", the Authority is specifically referred to as "an investigative body" and not as a court.[4] On that reading, s 76 would not have the automatic effect of halting proceedings in the Authority.

[41] The words in the Insolvency Act are different from the wording in the Companies Act 1993 about the effect of the commencement of liquidation on proceedings against a company. Section 248 states from that point, a person must not commence or continue legal proceedings against the company, unless the liquidator agrees or the Court orders otherwise. The reference to "legal proceedings" is broader. There is no doubt that phrase covers proceedings in the Authority.

[42] However, if the interpretation given above to the somewhat different Insolvency Act provision was too narrow, a second limit arises from the wording of s 76 about the effect of a person being adjudicated bankrupt. It does not halt "all" proceedings against that person. Rather it only halts all proceedings of a particular type. It halts those proceedings undertaken "to recover any debt provable in the bankruptcy". It does not apply to all debts, only those provable in the bankruptcy. Provable debts are defined in sections 231 and 232 of the Insolvency Act:

Provable debts

231 Meaning of provable debt

(1) A provable debt is a debt or liability that a creditor of the bankrupt may prove in the bankruptcy.

(2) A creditor's claim form is the document that a creditor submits to the Assignee for the purpose of proving the debt.

(3) A debt is proved when it is admitted by the Assignee.

232 What debts are provable debts

(1) A provable debt is a debt or liability that the bankrupt owes—
(a) at the time of adjudication; or
(b) after adjudication but before discharge, by reason of an obligation incurred by the bankrupt before adjudication.

(2) A fine, penalty, sentence of reparation, or other order for the payment of money that has been made following any conviction or order made under section 106 of the Sentencing Act 2002—
(a) is not a provable debt; and
(b) is not discharged when the bankrupt is discharged from bankruptcy.

[4] Employment Relations Act 2000, s 176(2) and s 157.

[43] The Human Rights Review Tribunal, which is a similar body to the Authority, considered this issue in its decision in *Fehling v Appleby*.[5] The tribunal noted the general rule was that on adjudication as a bankrupt, all proceedings to recover any debt provable in bankruptcy were halted. However it said that before the proceedings brought by Mr Fehling in that tribunal were "halted" by s 76, it must be shown that his proceedings were brought to recover a debt provable in the bankruptcy, referring to s 231 and s 232 of the Insolvency Act. The tribunal noted this referred to a debt or liability "that the bankrupt owes" at the time of adjudication or after adjudication (but before discharge) by reason of an obligation incurred by the bankrupt before adjudication.

[44] The tribunal found an obstacle to the application of both limbs of s 232 because Mr Appleby did not "owe" anything arising out of the proceedings brought by Mr Fehling. This was because no breach of the relevant Act had yet been proved by Mr Fehling. The liability hearing was in the future and any liability would be determined when the tribunal gave its decision. The award sought, in that case damages, could only be made if the relevant harm was established by evidence and was, even then, discretionary. It concluded the claims made were not presently "a debt or liability that the bankrupt owes" in terms of the two timelines specified by s 232 of the Insolvency Act. The tribunal noted its decision was supported by the High Court decision of *Kaye v Auckland District Law Society* [1998] 1 NZLR 151 at 158.

[45] The *Kaye* case concerned a decision of what was then the New Zealand Law Practitioners' Disciplinary Tribunal to impose costs on a lawyer after the tribunal found he had breached certain professional rules. The High Court in that case was considering the similar provisions about provable debts under insolvency legislation. Mr Kaye had been adjudicated bankrupt in 1995 and no charges were laid against him till the following year. The proceedings had not begun before his bankruptcy so the Court found that the potential for a later costs order was not a certain or contingent debt or liability he was subject to at the time. This was a different situation than that faced by Mr Peters in the present case. Mr Peters was subject to the proceedings in the Authority at the time of his adjudication as a bankrupt.

---

[5] [2014] NZHRRT 17.

[46] The Employment Court has more recently considered the application of the *Kaye* principles in *Gazupan v Pratt & Whitney Air NZ Services.*[6] Again the matter concerned costs, rather than a penalty. Mr Gazupan had been adjudicated bankrupt after the Court had struck out his challenge to an Authority determination but before the Court could consider costs. The Court then had to consider if the prospects of a costs award would amount to a provable debt. If it could, Pratt & Whitney would need the leave of the High Court to proceed with its costs application.

[47] The Employment Court said the issue was not straightforward. It applied principles drawn from a decision of the Supreme Court of the United Kingdom, *In the matter of the Nortel Companies*,[7] also referred to as *Bloom v The Pensions Regulator*. It did so because the NZ High Court 1996 decision in *Kaye* had relied on an earlier English decision, from 1911, which the UK Supreme Court overruled in 2013.[8] The Employment Court referred to the policy reasons considered important by the UK Supreme Court for taking a broad view of what should amount to provable costs:[9]

> The notion that all possible liabilities within reason should be provable helps achieve equal justice to all creditors and potential creditors in any insolvency, and, in bankruptcy proceedings, helps ensure that the former bankrupt can in due course start afresh.

[48] As a result the Employment Court in *Gazupan* concluded a costs order made in proceedings against Mr Gazupan as a bankrupt would be a contingent debt provable in his bankruptcy. In those circumstances Pratt & Whitney had to apply to the High Court for leave if that company wished to purse an application for costs against Mr Gazupan in the Employment Court.

[49] Both *Kaye* and *Gazupan* concerned costs applications. Costs are a consequence for an unsuccessful litigant. A penalty, and particularly a claim for one in relation to an employment relationship problem, is of a different nature and serves a different purpose. It is to punish wrongdoing and to deter others from acting in a way that deserved such a penalty.

[50] Ms Tait's proceedings as they were before the Authority were not to recover a penalty as a debt, because no penalty had yet been found due and owing to her.

---

[6] [2015] NZEmpC 37.
[7] [2013] UKSC 52.
[8] At [88].
[9] At [93] per Lord Neuberger.

However, if this determination were to impose a penalty, it would be a liability Mr Peters owed (bringing it within the scope of s 232) after his adjudication. The reason for the liability was by reason of an obligation he incurred before adjudication. The obligation was, as a director of Ms Tait's employer, not to act in a way that instigated or abetted breaches of her terms of employment. To act in such a way would incur a liability.

[51] On that reasoning, the proceedings in respect of the penalty could not be sought without Ms Tait first gaining leave of the High Court to continue, under s 76(2) of the Insolvency Act. This conclusion does not sit easily with the exclusive jurisdiction of the Authority to make determinations about employment relationship problems, including for the recovery of penalties.[10] However there is no reason to doubt that, if asked, the High Court would take the important policy purposes of such penalties into account in considering whether to grant leave to continue such proceedings in the Authority. Although, in reality there will be few parties with the resources to pursue such leave, I considered I was not free to reach a different conclusion, even if only from an excess of caution.

[52] This conclusion may also be incorrect. In another case, with more assistance from learned counsel on the law, or if the issue of proceedings against a bankrupt for a penalty had since been squarely considered in a decision of the Employment Court, the statutory interpretation and analysis of case law might lead to a different outcome.

Costs

[53] Ms Tait asked that costs be reserved. The parties are encouraged to resolve any issue of costs between themselves.

[54] If they are not able to do so and an Authority determination on costs is needed Ms Tait may lodge, and then should serve, a memorandum on costs within 14 days of the date of issue of the written determination in this matter. From the date of service of that memorandum the respondents would then have 14 days to lodge any reply memorandum. Costs will not be considered outside this timetable unless prior leave to do so is sought and granted.

[10] Employment Relations Act 2000, s 161 and s 133.

[55] The parties could expect the Authority to determine costs, if asked to do so, on its usual notional daily rate unless particular circumstances or factors required an upward or downward adjustment of that tariff.[11] I would deal with the issue of delays in attending mediation, in the particular circumstances of this case, as a factor that could warrant an increase in the tariff.

Orders made

[56] For the reasons given I have found that RGL is liable to pay Ms Tait the following sums:

(i) $4766.28 as arrears of wages and holiday pay due to her, with interest on that amount to be calculated from 2 September 2016 to the date of payment; and

(ii) $10,670 for remuneration lost as a result of her personal grievance, under s 123(1)(b) of the Act; and

(iii) $8,000 in compensation for humiliation, loss of dignity and injury to her feelings under s 123(1)(c)(i) of the Act.

[57] RGL must also pay a penalty of $2000 for breach of the Wages Protection Act 1983. The penalty must be paid to the Authority for transfer to the Crown Account. I have not accepted part of the penalty should be paid to Ms Tait as the other remedies ordered are sufficient to address the harm done to her.

[58] I further order that the amounts due be paid by no later than 28 days from the date of this determination. In the event that the amounts are not paid Ms Tait may file this determination in the District Court where the Authority's orders are then enforceable in the same manner as an order given by the District Court.[12]

No order prohibiting publication of parties' names

[59] During closing submissions the respondents' representative sought an order prohibiting publication of the names of the parties. The grounds advanced for doing so were that this was in the best interests of both parties, protecting their reputations and their privacy. Ms Tait opposed such an order.

---

[11] *PBO Ltd v Da Cruz* [2005] 1 ERNZ 808, 819-820 and *Fagotti v Acme & Co Limited* [2015] NZEmpC 135 at [106]-[108].
[12] Employment Relations Act 2000, s 141.

[60] The application for such an order is denied. There were no grounds advanced, or evidence in support of such grounds, that were sufficient to displace the overriding principle of open administration of justice. The reasons for doing so are set out in the judgments of the Employment Court in *A Limited v H*,[13] and its more recent decision of *XYZ v ABC*,[14] applying principles considered by the Supreme Court in *Erceg v Erceg*.[15]

Time of determination

[61] I completed oral delivery of this determination at 1.28pm, at which time I checked the Companies Office register online. RGL remained on the register and was not shown as being in liquidation.

Robin Arthur
Member of the Employment Relations Authority

[13] [2014] NZEmpC 92.
[14] [2017] NZEmpC 40.
[15] [2016] NZSC 135.