

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
AUCKLAND**

**I TE RATONGA AHUMANA TAIMAHI  
TĀMAKI MAKAURAU ROHE**

[2025] NZERA 771  
3356263

BETWEEN	MAHMOUD ELETR Applicants
AND	SHORCOM LIMITED First Respondent
AND	ANTHONY CORIN Second Respondent

Member of Authority: Rachel Larmer

Representatives: Applicant in person  
Anthony Corin for the Respondents

Investigation: On the papers

Information provided: 25 and 26 November 2025 from Applicant  
25 and 26 November 2025 from the Respondents

Date of determination: 28 November 2025

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**DETERMINATION OF THE AUTHORITY**

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**Employment relationship problem**

[1] The applicant, Mr Mahmoud Eletr, has made a number of claims against his former employer, the first respondent Shorcom Limited (Shorcom). Mr Anthony Corin is Shorcom's sole director.

[2] Mr Eletr's claims against Shorcom can be briefly summarised as:

- (a) Wage arrears;
- (b) Breach of the employment agreement;
- (c) Breach of good faith;

- (d) Breach of the Wages Protection Act 1983 (the WPA);
- (e) Breach of s 130 of the Employment Relations Act 2000 (the Act)
- (f) Breach of the Holidays Act 2003 (the HA03);
- (g) Unjustified disadvantage;
- (h) Unjustified dismissal.

[3] An in-person investigation meeting has been set down in February 2026 to investigate these claims.

[4] During a Case Management Conference (CMC) held on 24 November 2025, Mr Eletr said he would be lodging an amended statement in reply (ASoP) that set out the claims he wanted to pursue against Mr Corin personally. Once that has occurred, then the claims that are to be made against Mr Corin will also be investigated during the February 2026 investigation meeting.

### **The Authority's investigation**

[5] The parties agreed that Mr Eletr's wage arrears claims should be determined as soon as possible, and prior to his other claims being determined, as Shorcom currently owed considerable arrears to the Inland Revenue Department (IRD). The parties told the Authority during the CMC that they anticipated there was a risk the IRD could apply to liquidate Shorcom in the immediate future.

[6] This determination is therefore a partial determination of Mr Eletr's claims, because it only determines his wage arrears claim against Shorcom.

[7] The Authority discussed the detail of the wage arrears claim with the parties during the CMC and an agreed timetable was put in place to allow the wage arrears claims to be determined 'on the papers'.

[8] The parties and Authority communicated via emails on 25 and 26 November 2026 to arrive at an agreed set of material facts for the wage arrears claim. The parties also agreed that interest, as discussed during the CMC, should be paid on the wage arrears that were owed, because Shorcom's failure to pay Mr Eletr had deprived him of the use of money that should have been his.

### **What wage arrears does Shorcom owe Mr Eletr?**

[9] Shorcom admitted that due to financial difficulties it was experiencing it had failed to pay Mr Eletr for:

- (a) Seven weeks' wages for hours he had worked over the period 4 November 2024 to 20 December 2024;
- (b) Four weeks' pay in lieu of contractual notice;
- (c) His annual holiday pay entitlements when his employment ended on 20 December 2024.

[10] The parties advised the Authority that they agreed Mr Eletr was owed wage arrears of \$17,330.09 gross, consisting of:

- (a) \$8,750.00 gross, being 7 weeks x \$1,250.00 gross per week, for hours he had worked but had not been paid for over the period 4 November to 20 December 2024;
- (b) \$5,000.00 gross, being 4 weeks x \$1,250.00 gross per week, for pay in lieu of contractual notice;
- (c) \$3,580.09 gross holiday pay arrears, being \$21.25 for accrued but unused annual holiday pay (consisting of 0.68 of a day), plus \$3,558.84 being 8% of his total gross earnings of \$44,485.54 since his leave anniversary date of 16 May 2024.

### **What interest should be awarded?**

[11] The parties also agreed that Mr Eletr should be paid interest from 4 November 2024, which was the date from when his wages were not paid, until the date of this determination.

[12] Shorcom is ordered to pay Mr Eletr interest of \$902.13 on his total wage arrears of \$17,330.09 for the period 4 November 2024 to 28 November 2025, being the date of this determination.

[13] Interest continues to run on the total amount Shorcom owed Mr Eletr of \$18,232.22 (being \$17,330.09 wage arrears plus interest of \$902.13 up to 28 November 2025) until that amount has been paid in full.

[14] Future interest will continue to accrue from 29 November 2025 (which is from the date after this determination is issued to the parties) onwards on any outstanding amount Shorcom owed Mr Eletr until he has been paid in full.

[15] All interest is to be calculated using the Civil Debt Interest Calculator on the Ministry of Justice website.

### **Outcome**

[16] Within 28 days of the date of this determination, Shorcom is ordered to pay Mr Eletr \$18,232.22 plus ongoing interest that is to run from 29 November 2025 until Mr Eletr has been paid in full.

### **Costs**

[17] Costs are reserved and will be determined when the remaining substantive claims have been resolved.

Rachel Larmer  
Member of the Employment Relations Authority