

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
AUCKLAND**

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

[2026] NZERA 128  
3385803

BETWEEN	RIMPLE RIMPLE Applicant
AND	NZ – KEBABS LIMITED First Respondent
AND	RUPINDER KAUR BAL Second Respondent
AND	GURSAHIB SINGH DHILLON Third Respondent
AND	HARPAL BAL Fourth Respondent

Member of Authority:	Simon Greening
Representatives:	Susanne Lass, advocate for the Applicant Raj Pardeep Singh, counsel for the Respondents
Investigation Meeting:	2, 3, and 4 February 2026 in Rotorua and 16 February 2026 in Auckland
Submissions received:	20 February 2026 from the Applicant and Respondent
Determination:	4 March 2026

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**DETERMINATION OF THE AUTHORITY**

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**Employment Relationship Problem**

[1] Rimple Rimple (Ms Rimple) was employed by NZ – KEBABS Limited (NZKL) as a kitchen hand from 10 July 2023 until 9 March 2025.

[2] NZKL is a family owned and operated restaurant based in Rotorua known as the NZ Kebab and Pizza House Restaurant.

[3] Ms Rupinder Kaur Bal (Ms Bal), the second respondent, was the director of NZKL during the period of Ms Rimple's employment with the company.

[4] Mr Gursahib Singh Dhillon (Mr Dhillon), the third respondent, manages the restaurant. Ms Bal is Mr Dhillon's sister.

[5] Mr Harpal Bal (Mr Bal), the fourth respondent, is married to Ms Bal and is the brother-in-law of Mr Dhillon.

[6] Ms Prabhjot Kaur (Ms Kaur) is the current director of NZKL and is married to Mr Dhillon.

[7] In 2023 Ms Rimple was living in India. Mr Bal discussed with Ms Rimple a job opportunity she might be interested in, working for NZKL's Kebab and Pizza House Restaurant in Rotorua.

[8] Ms Rimple says that during this discussion Mr Bal told her she would need to pay a fee for her visa and to secure the services of an immigration consultant. Ms Rimple recalls Mr Bal asking for \$4,000 (NZD). Mr Bal told Ms Rimple this fee was for her visa application and to pay for the services of an immigration consultant.

[9] On 18 April 2023 Ms Rimple emailed all of the documents required for her visa application to Mr Bal. Mr Bal appointed an immigration consultant to manage the visa application process.

[10] On the same day, Mr Bal sent Ms Rimple the account details for Mr Ranjit Singh Dhillon, his father-in-law who lives in India. Mr Bal asked Ms Rimple to make the payment into this account.

[11] Ms Rimple arranged for her sister, Ms Monika, and her cousin, Mr Raj, to make a series of payments between 19 April and 7 July 2023 to either Mr Ranjit Singh Dhillon's account or the joint account of Mr Ranjit Singh Dhillon and Ms Dalvir Kaur (Mr Bal's mother-in-law). Ms Rimple also made a number of payments during this period.

[12] On 22 May 2023, Ms Rimple was issued an Accredited Employer Work Visa. On 10 July 2023 Ms Rimple commenced employment with NZKL.

[13] Ms Rimple alleges she paid the sum of \$34,000 (NZD) to NZKL as a premium in respect of her employment with NZKL.

[14] Ms Rimple alleges Ms Kaur, Mr Bal and Mr Dhillon were engaged on behalf of NZKL to seek and receive a premium in breach of s 12A of the Wages Protection Act 1983 (WPA).

[15] Ms Rimple seeks to recover this amount from NZKL as a debt due and also seeks a penalty against NZKL.<sup>1</sup>

[16] During her period of employment with NZKL Ms Rimple alleges NZKL breached her employment agreement by:

- (a) not providing her with a two week notice period; and
- (b) not providing Ms Rimple with rosters in advance; and
- (c) not providing two consecutive days off work, on various occasions.

[17] Ms Rimple seeks penalties against NZKL for these alleged breaches of her individual employment agreement, and reimbursement for the alleged non-payment of her notice period.<sup>2</sup>

[18] Ms Rimple seeks penalties against Ms Kaur, Mr Bal and Mr Dhillon for allegedly inciting, instigating, aiding or abetting the breaches of her individual employment agreement.

[19] On 3 December 2024 Ms Rimple emailed Mr Dhillon requesting annual leave to travel to India for her wedding. Ms Rimple was on annual leave from 16 December 2024 to 16 February 2025.

[20] On 4 March 2025 Ms Rimple booked a flight to return to New Zealand, via Dubai, leaving India on 9 March 2025.

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<sup>1</sup> Wages Protection Act 1983, s 13(1)(b).

<sup>2</sup> Employment Relations Act 2000, s 134(1).

[21] Ms Rimple arrived in Dubai airport on 9 March 2025. An immigration officer advised Ms Rimple that on 4 March 2025 NZKL had informed INZ Ms Rimple was no longer employed by the company.

[22] The immigration officer advised Ms Rimple that her visa had been cancelled, and she could not continue her trip to New Zealand. Ms Rimple returned to India.

[23] Ms Rimple seeks either a penalty under section 4 of the Employment Relations Act 2000 (the Act) because NZKL's decision to inform Immigration New Zealand caused her visa to be cancelled, or a penalty under s 134(1) of the Act because she says NZKL breached the good faith clause in her individual employment agreement.

[24] Ms Rimple raised a personal grievance for unjustified dismissal. NZKL maintains Ms Rimple was not unjustifiably dismissed and abandoned employment by not returning to work after 16 February 2025.

[25] Rimple says NZKL did pay her for public holidays which fell on days she would have otherwise worked, failed to pay her sick leave between 21 February and 9 March 2025, and didn't correctly pay holiday pay owing to her at the conclusion of her employment with NZKL.

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

[26] For the Authority's investigation meeting the following list of witnesses were questioned under oath or affirmation by me and the parties' representatives.

- (a) Ms Rimple.
- (b) Mr Sandeep Kaur.
- (c) Mr Davinder Singh.
- (d) Ms Monika.
- (e) Mr Amolak Raj.
- (f) Mr Balpreet Kaur.
- (g) Ms Prabjot Kaur.
- (h) Mr Armandeep Singh.
- (i) Mr Parminder Singh.
- (j) Ms Rupinder Kaur Bal.
- (k) Mr Dhillon.
- (l) Mr Ranjit Singh Dhillon.

(m) Mr Harpal Bal.

[27] As permitted by s 174E of the Act this determination has stated findings of fact and law, expressed conclusions on issues necessary to dispose of the matter and specified orders made. It has not recorded all evidence and submissions received.

### **Issues**

[28] The issues requiring investigation and determination are:

- (a) Did NZKL breach s 12A of the WPA by engaging Ms Bal and/or Mr Dhillon and/or Mr Bal to seek and/or receive a premium in respect of the employment of Ms Rimple?
- (b) If so, can Ms Rimple recover from NZKL the alleged premium paid, as a debt due, pursuant to s 12(A)(2) of the WPA?
- (c) Should a penalty be imposed against NZKL pursuant to s 13(1)(b) of the WPA?
- (d) Did NZKL fail to pay Ms Rimple for public holidays that were otherwise working days for Ms Rimple pursuant to s 46 of the Holidays Act 2003 (HA03)?
- (e) Did NZKL breach s 4 of the Act by misleading INZ regarding Ms Rimple's visa status, or in the alternative did NZKL breach the good faith provision in Ms Rimple's individual employment agreement? If so, should a penalty be issued under s 4 or s 134 of the Act?
- (f) Did NZKL fail to pay Ms Rimple for sick leave she was entitled to pursuant to s 65 of the HA03?
- (g) Did NKL fail to pay Ms Rimple her correct annual holiday entitlement following the conclusion of her employment with NZKL?
- (h) Did NKL breach Ms Rimple's individual employment agreement by:
  - i. not providing her with a two week notice period; and
  - ii. not providing Ms Rimple with rosters in advance; and
  - iii. not providing two consecutive days off work, on various occasions.
- (i) If so, should a penalty be issued against NZKL pursuant to s 135(1) of the Act?

- (j) Did Ms Kaur and/or Mr Bal and/or Mr Dhillon incite, instigate, aid or abet any alleged breaches of Ms Rimple's individual employment agreement and, if so, should a penalty be issued pursuant to s 135 (2) of the Act?
- (k) Should Ms Rimple be reimbursed by NZKL for the alleged non-payment of her notice period and, if so, should a penalty be issued against NZKL or Ms Kaur and/or Mr Bal and/or Mr Dhillon for inciting, instigating aiding or abetting the alleged breach of Ms Rimple's individual employment agreement?
- (l) Has there been a breach of employment standards, as defined by the Act, by NZKL?
- (m) If so, was Ms Kaur and/or Mr Bal and/or Mr Dhillon a person involved, with reference to s 142 of the Act, in the alleged breach of employment standards?
- (n) If so, should leave be granted to Ms Rimple to recover wages or other money pursuant to s 142Y(2)(b) of the Act, against Ms Kaur and/or Mr Bal and/or Mr Dhillon, if NZKL is unable to pay any money owed?
- (o) Was Ms Rimple unjustifiably dismissed by NZKL?
- (p) If Ms Rimple's personal grievance is established, is Ms Rimple entitled to compensation under s 123(1)(c)(i) of the Act and/or reimbursement of remuneration under s 128(2) of the Act?
- (q) If any remedy is awarded, should it be reduced under s 124 of the Act for blameworthy conduct by Ms Rimple which contributed to the circumstances which gave rise to her personal grievance claim?
- (r) Is either party entitled to an award of costs?

**Did NZKL breach s 12A of the WPA by engaging Ms Kaur and/or Mr Bal and/or Mr Dhillon to seek or receive a premium in respect of the employment of Ms Rimple?**

[29] Section 12A(1) of the WPA records:

No employer shall or person engaged on behalf of the employer shall seek or receive any premium in respect of the employment of any person, whether the premium is sought or received from the person employed or proposed to be employed or from any other person.

[30] Ms Kaur and Mr Dhillon were not involved in the recruitment and employment process leading up to Ms Kaur securing her job with NZKL.

[31] Mr Bal was involved in the recruitment and employment process leading up to Ms Rimple securing her job with NZKL.

[32] The evidence provided at the investigation meeting supports the conclusion that Mr Bal was engaged on behalf of NZKL to seek payments from Ms Rimple in respect of her employment in New Zealand.

[33] My reasons for this conclusion follow:

- (a) Mr Bal arranged for Ms Rimple to obtain a work visa so Ms Rimple could commence employment at NZKL.
- (b) Ms Monika communicated with Mr Bal, on behalf of Ms Rimple, regarding the immigration process for Ms Rimple and securing employment with NZKL.
- (c) Ms Rimple sent Mr Bal immigration documents so he could instruct an immigration consultant to apply for a work visa on her behalf. Ms Rimple sent these documents to Mr Bal's personal email address.
- (d) On 18 April 2023, Ms Monika sent Mr Bal a message on WhatsApp advising the immigration documents had been sent to him. In reply, Mr Bal wrote:  
Yes. Yes. I have received this morning. I have forwarded to my lawyer.  
Hopefully, file will be applied till next Monday.
- (e) On 10 June 2023, Mr Bal sent a WhatsApp message to Ms Monika advising:  
Greetings. How are you. I wanted to say please send the money. I have already told Rimple that shop for which visa is issued, belongs to my brother-in-law.
- (f) There is a clear connection between Mr Bal arranging for payments to be made by Ms Rimple, and relatives on her behalf, and Ms Rimple securing employment with NZKL.
- (g) The correspondence on WhatsApp between Mr Bal and Ms Monika provides sufficient evidence to establish this connection.
- (h) On 18 April 2023, Ms Monika sent a message to Mr Bal asking for the bank account details so payment could be made. In reply, Mr Bal sent a screen

shot of Mr Ranjit Singh Dhillon's (his father-in-law) bank account details to Ms Monika.

- (i) On 29 April 2023, Mr Bal sent a WhatsApp message to Ms Monika advising:

...A document is needed to apply for her visa which will be given to us by immigration. If that document is not received in the next week, then her visa will be applied from our Papamoa store. We thought to give her a job in the same city where Davinder (**Rimple's brother**) lives. So, both can stay together.

- (j) On 6 July 2023, Mr Bal sent a WhatsApp message to Monika advising:

...I received phone call from my in-law's village. And they told me to meet Gursahib (**Mr Dhillon**). And I just came out of the store after meeting Gursahib – my brother-in-law. And he told me that he cannot give work to the girl from next week until I receive my payment.

- (k) Monika replied:

Yes brother, I will send tomorrow...I told them to make the payment done and they told me that they will make it done.

[34] A table setting out the payments made by Ms Rimple, and relatives on her behalf, to Mr Bal's relatives (in laws) is set out below:

Date	Rupees	Approximate \$NZD conversion	Paid by	To whom
19 April 2023	2,00,000	\$4,000	Ms Monika	Joint account of Mr Ranjit Singh Dhillon and Ms Dalvir Kaur
13 June 2023	6,50,000	\$13,000	Mr Raj	Mr Ranjit Singh Dhillon
16 June 2023	10,000	\$200	Ms Rimple	Mr Ranjit Singh Dhillon
17 June 2023	2,00,000	\$4,000	Ms Rimple	Mr Ranjit Singh Dhillon
18 June 2023	2,00,000	\$4,000	Ms Rimple	Mr Ranjit Singh Dhillon
19 June 2023	1,40,000	\$2,800	Ms Rimple	Mr Ranjit Singh Dhillon
7 July 2023	3,00,000	\$6,000	Ms Monika	Joint account of Mr Ranjit Singh

				Dhillon and Ms Dalvir Kaur
<b>Total</b>	<b>17,00,000</b>	<b>\$34,000</b>		

[35] I have concluded Mr Bal was engaged on behalf of NZKL to seek payments from Ms Rimple in respect of her employment in New Zealand.

[36] The issue then is whether these payments amount to a premium, as defined in s 12A(1) of the WPA.

[37] In the context of s 12A of the WPA, the concept of a “premium” includes money paid to acquire a job, specifically where a price is paid either by an employee, or potential employee, or is paid on that person’s behalf to secure employment.<sup>3</sup>

[38] The payments made by Ms Rimple, or relatives on her behalf, went into the bank account of Mr Ranjit Singh Dhillon (or the joint bank account he maintains with Mr Bal’s mother-in-law).

[39] At the investigation meeting, Mr Ranjit Singh Dhillon said he received payments from Ms Monika and another individual; however, he could not remember this person’s name.

[40] Mr Ranjit Singh Dhillon said the money he received was to repay a cash loan he had given to Ms Monika in October 2022. Monika refutes this claim. Ms Monika provided evidence to the Authority of her financial position at the time the alleged loan was made and told the Authority because of her financial position she did not require any financial assistance.

[41] Repayment of a cash loan was not mentioned in the statement in reply.

[42] Mr Ranjit Singh Dhillon is a farmer and moneylender. He resides in India. Mr Ranjit Singh Dhillon gave evidence that his son-in-law (Mr Bal) asked him to loan money to Ms Monika and her family.

[43] There is no documentary evidence before the Authority setting out the terms of the loan or any correspondence between Mr Bal and Ms Monika discussing the loan.

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<sup>3</sup> *A Labour Inspector v Tech 5 Recruitment Limited* [2016] NZEmpC 167 at [54].

Mr Ranjit Singh Dhillon says this is because he trusted Mr Bal to make the appropriate arrangements with Ms Monika and therefore documenting the terms of the loan was not necessary.

[44] I am satisfied the sum of \$34,000 (NZD) was a premium sought by Mr Bal on behalf of NZKL. My reasons follow:

(a) It is clear from the WhatsApp correspondence between Mr Bal and Ms Monika that Ms Rimple's visa application would only be made after the money had been received.

(b) In a WhatsApp message Mr Bal advises Ms Monika that Mr Dhillon, the restaurant manager and Mr Bal's brother-in-law, needs the money urgently. On 10 June 2023 Mr Bal sent a WhatsApp message to Ms Monika, noting:

...I have already told Rimple that shop for which visa is issued belongs to my brother-in-law. He is telling me repeatedly. My brother-in-law needs it because they have taken land in India. That is why they need the money urgently. Please tell me when you will send the whole amount. Because I will forward the same message to my brother-in-law. My in-law's family is pressuring me that they need payment as soon as possible.

(c) In the WhatsApp message sent by Mr Bal to Ms Monika on 6 July 2023, Mr Bal advised unless the final payment was made shortly thereafter, Mr Dhillon would not give work to Ms Rimple the following week. The next day, 7 July 2023, Ms Monika made the final payment to Mr Ranjit Singh Dhillon on behalf of Ms Rimple.

(d) There is no reference to repayment of a loan in any of the correspondence between Mr Bal and Ms Monika.

[45] Although the payments were made in India and into offshore bank accounts, this is not a jurisdictional impediment to the application of the WPA.

[46] There reasons for this conclusion follow. The definition of "employer" in the WPA has the same meaning as in s 5 of the Act. The individual employment agreement, signed by Ms Rimple on 10 May 2023, confirms the terms of the agreement were entered into under the Act and therefore governed by New Zealand law. Secondly, except for one payment, all of the payments were made after Ms Rimple had signed the individual employment agreement. Ms Rimple was a person intending to work and

therefore an employee at the time the payments were made.<sup>4</sup> Accordingly, there was a sufficient connection with New Zealand to establish the payments were made in connection with an employment relationship governed by New Zealand law.<sup>5</sup>

[47] In summary, NZKL breached s 12A(1) of the WPA by engaging Mr Bal, on its behalf, to seek a premium in respect of the employment of Ms Rimple.

**Can Ms Rimple recover from NZKL the premium paid, as a debt due, pursuant to s 12(A)(2) of the WPA?**

[48] Section 12(A)(2) of the WPA records:

Where an employer receives any amount of money in contravention of subsection (1), whether by way of deduction from wages or otherwise, then, irrespective of any penalty to which the employer thereby becomes liable, the person by whom the money was paid, may recover that amount from the employer as a debt due to the person.

[49] The issue is whether NZKL received any money from Ms Rimple or relatives on her behalf.

[50] Both parties agree that Mr Ranjit Singh Dhillon received payments. The factual dispute was whether those payments were made to repay a cash loan received by Ms Monika and Ms Rimple from Mr Ranjit Singh Dhillon in 2022, or whether those payments amounted to a premium. As set out earlier in this determination, I have concluded the payments made amount to a premium.

[51] However, there is insufficient evidence to support Ms Rimple's contention that NZKL received the premium. The evidence provided by Ms Rimple in the form of bank statements and cheques, and the WhatsApp correspondence between Ms Monika and Mr Bal, support the conclusion that Mr Ranjit Singh Dhillon received the money, not NZKL.

[52] Therefore, Ms Rimple cannot recover the premium, as a debt due, from NZKL pursuant to s 12(A)(2) of the WPA.

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<sup>4</sup> Employment Relations Act 2000, s 6(1)(b)(ii).

<sup>5</sup> *Brown v New Zealand Basing Limited* [2017] NZSC 139 at [41].

## **Was Ms Rimple unjustifiably dismissed by NZKL?**

### *NZKL's position*

[53] NZKL says Ms Rimple was due back on 16 February 2025 from annual leave. She did not return to work on 16 February 2025. On 4 March 2025 Mr Dhillon sent an email to Mr Rimple advising her employment had come to an end because she had abandoned employment.

### *Ms Rimple's position*

[54] Ms Rimple's position in respect of the dismissal claim, is that she did not abandon employment but was unjustifiably dismissed by NZKL on 9 March 2025.

[55] The reason Ms Rimple cites 9 March 2025 as the date her employment agreement with NZKL was terminated, is because Ms Rimple did not understand from the email sent by Mr Dhillon on 4 March 2025 that her employment with NZKL had concluded.

[56] When Ms Rimple received the email from Mr Dhillon on 4 March 2025, she purchased tickets to return to New Zealand. Ms Rimple flew out of Delhi and arrived in Dubai airport on 9 March 2025.

[57] When she arrived in Dubai airport on 9 March 2025, she was advised by an immigration officer that her work visa had been cancelled. Ms Rimple then realized her employment agreement with NZKL had been terminated.

### *Legal principles*

[58] The legal test for determining whether a dismissal is justified is whether the employer's actions, and how the employer acted, were what a fair and reasonable employer could have done in all the circumstances at the time the dismissal occurred.<sup>6</sup>

[59] In *E N Ramsbottom v Chambers* the Court of Appeal noted:<sup>7</sup>

Where the issue is whether the employee abandoned employment, employer should be cautious in drawing that inference and must face a high threshold if contending that the employment ended on the employee's initiative in that way.

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<sup>6</sup> Employment Relations Act 2000, s 103A(2).

<sup>7</sup> *E N Ramsbottom Ltd v Chambers* [2000] NZCA 183 at [26].

[60] Whether particular words or actions on the part of an employer amount to dismissal, must be considered objectively in light of the particular circumstances that applied at the relevant time.<sup>8</sup>

*Key facts*

[61] Ms Rimple was on annual leave from 16 December 2024 and was due to return to work in early 2025, following her wedding in Australia.

[62] Mr Dhillon understood that Mr Rimple would be returning to work on 16 February 2025.

[63] Ms Rimple's evidence is that the exact return to work had not been agreed because the return-to-work date was dependent on whether she could obtain a visitor visa in order to travel to Australia following her wedding in India.

[64] There was no correspondence between Ms Rimple and her employer between 16 February 2025 and 20 February 2025.

[65] On 21 February 2025 Ms Rimple contacted Ms Kaur. Ms Rimple says she called Ms Kaur on 21 February 2025 because her application for a visitor visa to travel to Australia had been declined, and because she was unwell and therefore unable to travel to New Zealand and return to work.

[66] Ms Rimple's evidence is, Ms Kaur accepted she was on sick leave and told her to return to New Zealand when she was well and able to do so.

[67] Ms Kaur's evidence is that she said to Ms Rimple that she was due back at work and had not returned. She then asked Ms Rimple what her plan was. In reply to Ms Kaur, Ms Rimple said her husband was her priority and she had no plan to return to New Zealand.

[68] Ms Kaur said that Ms Rimple did not inform her she was unwell and unable to travel.

[69] At the investigation meeting I asked Ms Kaur whether she told Ms Rimple that her employment with NZKL has concluded.

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<sup>8</sup> *Surplus Brokers Limited v John Neil Armstrong* [2020] NZEmpC 131 at [13].

[70] In response to my question, Ms Kaur said Ms Rimple made it clear to her that her husband was her priority, and she had no plan to return to New Zealand.

[71] Ms Kaur assumed, based on what Ms Rimple had told her during this conversation, that Ms Rimple' employment with NZKL had concluded.

[72] There was no correspondence between Ms Rimple and NZKL from 21 February 2025 to 4 March 2025.

[73] On 4 March 2025 at approximately 2pm (NZT), Mr Dhillon called Ms Rimple. They had a brief discussion over the phone. Ms Rimple says Mr Dhillon did not mention anything regarding termination of her employment during this call.

[74] A few minutes after this call Mr Dhillon sent Ms Rimple an email:

Hi good afternoon Rimple, hope you're doing well.  
As per our phone conversation you were on holiday from 16 December 2025 to 16 February 2025. But didn't come back to work till now it's been over 2 weeks. Your holiday pay and final pay has been cleared.

[75] Ms Rimple said she felt confused by this email because she had been speaking to Mr Dhillon only a few minutes prior to the email being sent. Ms Rimple immediately called Mr Dhillon back.

[76] Mr Dhillon says that during this second call he explained to Ms Rimple that because she had not returned to work, her employment with NZKL had concluded. Ms Rimple has a different recollection of what was discussed during this call. Ms Rimple says that Mr Dhillon told her the email he sent was "casual" in nature and she should not worry about the email because it was only sent as a requirement of an INZ related audit of NZKL.

[77] Mr Bal called Ms Rimple a few minutes later. Ms Rimple says Mr Bal told her that Mr Dhillon's email was sent because of the immigration audit that was being undertaken at the time.

[78] Following this call on 4 March 2025, Ms Rimple sent Mr Dhillon an email noting she had previously informed NZKL that she had been unwell but was now cleared by her doctor and could travel back to New Zealand. Ms Rimple attached medical information to this email which explained her medical condition and why she was not able to travel.

[79] Ms Rimple noted in her email she had booked her ticket to return to New Zealand and would be returning to work on 10 March 2025.

[80] NZKL did not respond to this email.

### *Outcome*

[81] Ms Rimple was unjustifiably dismissed by NZKL on 9 March 2025. The reasons for this conclusion follow:

- (a) During the investigation meeting Mr Dhillon accepted NZKL did not follow a fair process leading up its conclusion that Ms Rimple had abandoned employment.
- (b) NZKL did not endeavour to contact Ms Rimple between 16 February and 21 February or between 21 February and 4 March 2025. A fair and reasonable employer would take steps to establish contact with an employee before concluding they had abandoned employment.<sup>9</sup>
- (c) NZKL did not take steps to clarify Ms Rimple's employment status following her email to the company on 4 March 2025.<sup>10</sup>
- (d) It was objectively clear from Ms Rimple's email to NZKL on 4 March 2025 and her decision to book a return ticket to New Zealand on the same day that she did not understand her employment with NZKL had come to an end.

[82] Although NZKL's position is the email sent to Ms Rimple on 4 March 2025 brought her employment to an end on the basis Ms Rimple had abandoned employment, I find Ms Rimple's employment with NZKL concluded on 9 March 2025. This is the date Ms Rimple learnt she had been dismissed by NZKL.

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<sup>9</sup> *Concrete Structures (NZ) Limited v Rottier* [2021] NZEmpC 95 at [104].

<sup>10</sup> Above n 8 at [88].

[83] It was not reasonable for somebody in Ms Rimple's position to have concluded they had been dismissed, based on the email received on 4 March 2025.<sup>11</sup> The reasons for this conclusion follow:

- (a) Although the email refers to "final pay", Ms Rimple's final pay was processed in January 2025, and NZKL confirmed Ms Rimple was still employed after her final pay had been processed.
- (b) The sentiment of the email suggests NZKL were wanting an explanation from Ms Rimple as to why she had not returned to work.
- (c) During phone calls on 4 March 2025 with both Mr Dhillon and Mr Bal, it was explained to Ms Rimple the email was sent to her because of an immigration audit that was being undertaken at the time. There was no mention of termination of employment during these conversations. The discussion regarding an immigration audit is confirmed by a voice note recorded by Mr Bal on 9 March 2025.

[84] In addition, I have also considered Ms Rimple's action after she received the email on 4 March 2025. Ms Rimple sent an email to NZKL advising her return-to-work date, provided medical evidence regarding her condition, and also booked flights to return to New Zealand.

[85] On 9 March 2025 Ms Rimple arrived in Dubai airport. She was advised by an immigration officer that her work visa had been cancelled because NZKL had advised Immigration New Zealand that Ms Rimple was no longer employed.

[86] Ms Rimple was therefore unable to continue her journey to New Zealand and returned to India. She was upset to learn she had been dismissed, and her visa had been cancelled. On 11 March 2025 Ms Rimple sent an email to NZKL:

I am writing to express my shock and disappointment at being dismissed...  
When I received the email about my absence on 4 March, I immediately replied with all the proofs, but no response was given from your end. You terminated me without giving a single note and did not bother to inform me.

[87] It is clear from Ms Rimple's email on 11 March, that she did not realise she had been dismissed until she arrived in Dubai airport on 9 March 2025.

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<sup>11</sup> Above n 8 at [45].

[88] Ms Rimple was unjustifiably dismissed by NZKL.

**Did NZKL fail to pay Ms Rimple for sick leave she was entitled to pursuant to s 65 of the HA03?**

[89] On 4 March 2025 Ms Rimple provided medical evidence to NZKL confirming she had seen a health specialist in India on a number of occasions since 11 February 2025 and was unfit to work until 4 March 2025.

[90] I accept Ms Rimple's medical evidence that she was unfit to work between 16 February 2025 and 4 March 2025, and Ms Rimple was entitled to sick leave during this period.

[91] NZKL is ordered to pay sick leave to Ms Rimple for the period 16 February 2025 to 4 March 2025 inclusive, the sum of \$1,423.68 (gross.)

**Did NZKL fail to pay Ms Rimple her correct annual holiday entitlement following the conclusion of her employment with NZKL?**

[92] The parties agree that Ms Rimple's final pay was processed on 27 January 2025. Mr Dhillon accepts that Ms Rimple was still employed at this point because she was on annual leave. Mr Dhillon says that Ms Rimple's final pay was processed because Ms Rimple asked him to process her final leave so she would have additional money while in India. Ms Rimple denies asking Mr Dhillon to process her final pay.

[93] There is insufficient evidence to support the conclusion that Ms Rimple asked Mr Dhillon to process her final pay on 27 January 2025. There is no written record of this communication between Mr Dhillon and Ms Rimple.

[94] The parties agree that Ms Rimple was on annual leave until 16 February 2025. Ms Rimple was on sick leave from 16 February 2025 until 4 March 2025.

[95] There is a dispute between the parties as to whether Ms Rimple concluded her employment with NZKL on 4 March 2025 or 9 March 2025. For the reasons set out in this determination, I conclude Ms Rimple's final day of employment was 9 March 2025.

[96] NZKL is ordered to pay outstanding annual holiday pay to Ms Rimple, being the sum of eight percent of Ms Rimple's gross earnings between 27 January 2025 and 9 March 2025 inclusive.

**Did NKL fail to pay Ms Rimple for public holidays that were otherwise working days for Ms Rimple pursuant to s 46 of the HA03?**

[97] Ms Rimple normally worked 30 hours per week. Ms Rimple says that between May 2023 and February 2025, NZKL did not pay her for 15 public holidays which fell on days that would otherwise have been a working day for Ms Rimple.

[98] NZKL provided the Authority with a summary of Ms Rimple's holiday and leave record. This record confirms she worked on three public holidays and was paid accordingly. Ms Rimple was paid for three public holidays she was not required to work. She was not paid time and half for working on Christmas Day in 2023.

[99] I have reviewed the comprehensive summary and analysis provided by Ms Rimple. I am satisfied that Ms Rimple is entitled to be paid for public holidays which fell on days that she would have ordinarily worked. Ms Rimple is also entitled to a time and half payment for Christmas Day in 2023.

[100] NZKL is ordered to pay Ms Rimple the sum of \$2,550.75 gross

**Did NZKL breach Ms Rimple's individual employment agreement by not providing her with rosters in advance and/or two consecutive days off work from time to time?**

*Rosters in advance*

[101] Clause 6.1 of the individual employment agreement records:

The parties agree that the Employee's hours of work shall be set by the Employer in advance in accordance with a roster. The Employee shall be given at least 7 days' notice of a new roster. In setting the roster the Employer shall provide the Employee with two consecutive days off within a reasonable period.

[102] Ms Rimple provided the Authority with rosters covering the period March to December 2024. Ms Rimple provided evidence to establish that date she received these rosters. It is clear from the rosters provided for this period, which spanned

approximately 10 months, that NZKL did not give Ms Rimple at least seven days' notice of each new roster.

[103] Therefore, NZKL breached clause 6.1 of the individual employment agreement.

*Consecutive days off*

[104] Ms Rimple provided the Authority with additional rosters covering the period April to November 2024. The weekly rosters for this period establish Ms Rimple was provided two consecutive days off each week.

[105] There, NZKL committed a further breach of clause 6.1 of the individual employment agreement.

**Did Ms Kaur and/or Mr Bal and/or Mr Dhillon incite, instigate, aid or abet any breaches of Ms Rimple's individual employment agreement and, if so, should a penalty be issued pursuant to s 135 (2) of the Act?**

[106] There is insufficient evidence to establish that Mr Bal and Mr Dhillon were involved with the preparation of rosters each week. I accept Ms Rimple's evidence that Ms Kaur prepared the rosters. In her email to NZKL on 4 March 2025, Ms Rimple records:

When I was working, Ms Kaur was the one with whom I used to contact about my roster, shifts, salary sick leave etc.

[107] However, to render someone who is not the employer, liable for aiding and abetting an employer's breaches, a high standard of proof is required.<sup>12</sup> I am not satisfied that Mr Kaur knew of the general contractual situation concerning Ms Rimple.<sup>13</sup>

[108] In summary, Ms Kaur, Mr Bal, and Mr Dhillon did not incite, instigate, aid or abet any breaches of Ms Rimple's individual employment agreement.

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<sup>12</sup> *Strachan v Moodie* [2012] NZEmpC 95 at [150].

<sup>13</sup> Above n 11 at [151].

**Has there been a breach of employment standards by NZKL?**

[109] Section 5 of the Act defines employment standards. Relevant to these employment relationship problems, this definition includes minimum payments under the HA03 and the provisions of the WPA.

[110] As already recorded in this determination, NZKL breached s 25(2) of the HA03. This amounts to a beach of an employment standard by NZKL.

[111] NZKL breached s 12A(1) of the WPA by engaging Mr Bal, on its behalf, to seek a premium in respect of the employment of Ms Rimple. This also amounts to a breach of an employment standard by NZKL.

**Was Ms Kaur and/or Mr Bal and/or Mr Dhillon a person involved, with reference to s 142 of the Act, in NZKL’s breach of employment standards?**

[112] According to s 142W of the Act, a person is “involved in a breach” if the breach is a breach of an employment standard and the person has aided, abetted, counselled, or procured the breach.<sup>14</sup>

[113] The knowledge required to establish liability of a person “involved in a breach” of employment standards under s 142W(1) of the Act, is knowledge of the essential facts that establish the contravention by the employer.<sup>15</sup>

*Ms Kaur*

[114] There is no evidence to establish that Ms Kaur knew about the premium payment or unpaid public holidays.

*Mr Bal*

[115] I am satisfied Mr Bal did not know about unpaid public holidays or annual leave owed in respect of Ms Rimple.

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<sup>14</sup> Employment Relations Act 2000, s 142Y.

<sup>15</sup> *A Labour Inspector v Southern Taxis Limited* [2021] NZCA 705 at [59].

[116] The breach of employment standards in respect of the premium sought, involves a company. Therefore, I must be satisfied that Mr Bal was an officer of NZKL in order to establish that Mr Bal was a person involved.<sup>16</sup>

[117] Determining whether someone is an officer will be a question of fact and degree to be determined in each case.<sup>17</sup> Mr Bal was an officer of NZKL because he had authority to act on behalf of NZKL in making arrangements to recruit and employ Ms Rimple. Mr Bal arranged for Ms Rimple to obtain a work visa. Ms Rimple sent Mr Bal immigration documents and Mr Bal instructed an immigration agent on behalf of NZKL to assist with the visa application process.

[118] Although Mr Bal was not a director or employee of NZKL, I find Mr Bal occupied a position with NZKL because he had authority to act on its behalf with regard to employment related matters concerning Ms Rimple. Mr Bal exercised significant influence over the administration of NZKL in respect of Ms Rimple's employment with NZKL.

[119] Mr Bal was a person involved in a breach of employment standards in respect of NZKL's breach of the WPA.

*Mr Dhillon*

[120] Mr Dhillon is the manager of the restaurant. Mr Dhillon exercised significant influence over the management of NZKL. For example, Mr Dhillon made the decision to terminate Ms Rimple's employment. At the investigation meeting, Ms Prabjot gave evidence that Mr Dhillon would approve leave requests and variations to the roster.

[121] It is clear from the WhatsApp correspondence between Mr Bal and Ms Monika that Mr Dhillon knew about the premium payments. On 10 June 2023 Mr Bal sent a WhatsApp message to Ms Monika, recording:

...I have already told Rimple that shop for which visa is issued belongs to my brother-in-law. He is telling me repeatedly. My brother-in-law needs it because they have taken land in India. That is why they need the money urgently. Please tell me when you will send the whole amount. Because I will forward the same message to my brother-in-law. My in-law's family is pressuring me that they need payment as soon as possible.

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<sup>16</sup> Above n 13, at s 142(3).

<sup>17</sup> *Labour Inspector v Cypress Villas* [2015] NZEmpC 157 at [101].

[122] Mr Bal and Mr Dhillon both had knowledge of the essential facts concerning the premium payments made by Ms Rimple.<sup>18</sup>

[123] Mr Dhillon was a person involved in a breach of employment standards in respect of NZKL's breach of the WPA.

[124] Mr Dhillon managed the business. Mr Dhillon had access to the accounting system. He had knowledge of the essential facts concerning Ms Rimple's unpaid public holidays and annual leave payments.

[125] Mr Dhillon was a person involved in a breach of employment standards in respect of NZKL not paying Ms Rimple sick leave, annual leave and public holiday leave entitlements correctly.

## **Remedies and penalties**

### *Penalties – legal principles*

[126] Section 133A of the Act sets out a number of factors the Authority must have regard to in determining an appropriate penalty. The full Court's judgement in *Preet* provides additional factors to consider when determining an application for a penalty.<sup>19</sup>

[127] The additional factors to be considered:<sup>20</sup>

- (a) Deterrence, both particular and generally.
- (b) Culpability.
- (c) Consistency of awards in similar cases.
- (d) Ability to pay.
- (e) Proportionality of outcome to breach.

[128] In *Preet* the Court identified a four-step method to assist with determining an appropriate penalty. I have considered Ms Rimple's application for penalties which requires me to consider both the statutory factors and additional factors discussed in *Preet*. I have then applied the four-step method to reach a conclusion for each penalty sought.

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<sup>18</sup> Above n 14, at [59].

<sup>19</sup> *Borsboom v Preet PVT* [2016] NZEmpC 143 at [141] – [148].

<sup>20</sup> *A Labour Inspector v Daleson Investment Limited* [2019] NZEmpC 12 at [19].

*Penalties – breach of employment agreement*

[129] Ms Rimple seeks penalties against NZKL on the basis that NZKL breached clause 6.1 of her individual employment agreement by not providing consecutive days off and not providing rosters in advance.

[130] The breaches of Ms Rimple’s individual employment agreement were not intentional. Ms Rimple did not suffer any loss or damage as a result of the breaches. During the investigation meeting Ms Rimple said her working relationship with Mr Dhillon, Ms Bal and Ms Prabjot was akin to a “family”.

[131] During the investigation meeting Ms Rimple candidly noted the only reason for raising these particular claims was due to the unfair dismissal. I have also considered that deterrence is not a relevant factor in this case because of the unintentional nature of the breaches.

[132] For these reasons I decline to award a penalty against NZKL pursuant to s 134 of the Act.

*Penalties – s 13(1)(b) of the WPA*

[133] Ms Rimple seeks a penalty pursuant to s 13(1)(b) of the WPA on the basis that NZKL breached s 12A(1) of the WPA by engaging Mr Bal, on its behalf, to seek a premium in respect of her employment with the company.

[134] Although I have determined that Mr Bal and Mr Dhillon were persons involved in seeking a premium from Ms Rimple, there is insufficient evidence to establish that NZKL received the premium and therefore Ms Rimple is not able to recover these alleged payments from NZK, Mr Bal or Mr Dhillon.<sup>21</sup>

[135] There were seven premium related payments made by Ms Rimple or relatives acting on her behalf. Therefore, there are seven breaches of the WPA.

[136] The maximum penalty for each separate breach is \$20,000. The maximum total penalty is \$140,000.

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<sup>21</sup> Wages Protection Act 1983, s 11A(3).

[137] I have considered the object of the Act, especially with regard to the inherent equality of power in employment relationships and the vulnerable situation Ms Rimple found herself in.

[138] Although Mr Dhillon knew about the premium payments, Mr Bal was primarily involved in managing the recruitment process for Ms Rimple and securing the premium payments.

[139] The breaches were intentional in nature. Turning to the nature and extent of any loss or damage suffered by Ms Rimple, I accept Ms Rimple would have lost the use of the money she had paid to Mr Bal's in-laws. Ms Rimple also repaid Ms Monika.

[140] The further statutory consideration is what steps NZKL has taken to avoid or mitigate any actual or potential adverse effects of the breaches. NZKL has not taken any steps to mitigate the breaches and adverse effects of these breaches on Ms Rimple.

[141] NZKL has not been found to have engaged in similar conduct in the past.

[142] I now turn to the factors discussed by the full Court in *Preet*.<sup>22</sup>

[143] Deterrence, both specifically, and more generally, is an important consideration in this case. This is because NZKL intentionally sought payments from Ms Rimple and only offered her employment and on-going work if these payments were made. At one point Ms Rimple was advised if the final payments were not made, she would not be placed on the roster.

[144] The culpability of NZKL is significant because the company's conduct was deliberate and on purpose. There is no evidence before the Authority in regard to NZKL's ability to pay a penalty.

[145] I have taken a global approach in assessing the number of penalties because although payments were made over a period of time, ultimately the sum total of these payments was the premium that was charged. Therefore, there is one penalty to be considered under s 13(1)(b) of the WPA, and the maximum amount is \$20,000.

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<sup>22</sup> Above n 18 at [141].

[146] Taking these aggravating features into account, a provisional penalty starting point of 80 percent of the maximum available is appropriate in the circumstances. The provisional starting point is \$16,000.

[147] Standing back and considering the overall principle of proportionality with reference to similar cases, the penalty to be paid by NZKL is \$16,000.<sup>23</sup>

[148] NZKL is ordered to pay a penalty of \$16,000 to Ms Rimple.

*Compensation for humiliation, loss of dignity and injury to feelings*

[149] An award of compensation is for the impact on the employee of the personal grievance and not intended as a punitive action to signal disapproval of the employer's conduct.<sup>24</sup>

[150] In considering an award of compensation, the assessment required is the nature and extent of harm caused to the employee by the employer's conduct.<sup>25</sup>

[151] As part of this assessment, the type of loss needs to be firstly identified, then the extent of the loss considered. Assessing quantum will not only depend on the facts of this particular case, but also other comparable cases.

[152] At the investigation meeting Ms Rimple said she struggled to cope with the emotional impact of the dismissal. Finding about her dismissal in Dubai airport when advised by an immigration officer that her visa has been cancelled was emotionally devastating for Ms Rimple.

[153] The Authority considers the appropriate compensation amount to address the emotional injury caused by NZKL is \$14,000.

[154] NZKL is ordered to pay Ms Rimple the sum of \$14,000 pursuant to section 123(1)(c)(i) of the Act.

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<sup>23</sup> *Zhou v 6 Meter Homes Limited* [2025] NZERA 22; *Labour Inspector v Jardon Property Services* [2019] NZERA 631.

<sup>24</sup> *Paykel Ltd v Ahlfield* [1993] 1 ERNZ 344 at [342].

<sup>25</sup> *Pyne v Invacare New Zealand Limited* [2023] NZEmpC 179 at [41].

### *Reimbursement of lost wages*

[155] The Authority must order the employer to pay the lesser of a sum equal to that lost remuneration or three months' ordinary time remuneration, subject to contribution and the discretionary power in section 128(3) of the Act to order an employer to pay a greater sum.

[156] Following the cancellation of her visa, Ms Rimple returned to India and sought new employment opportunities locally and in New Zealand via Seek. Ms Rimple says she received offers of employment from employers based in India; however, the offers of pay associated with these jobs amounted to the equivalent of \$200 (NZD) per month.

[157] The steps Ms Rimple took in the three-month period following her dismissal were reasonable, and therefore she is entitled to recover her losses for that period.<sup>26</sup>

[158] Ms Rimple had still not secured new employment at the time of the investigation meeting. This is a case where it is appropriate for the Authority to exercise its discretion and order NZKL to pay Ms Rimple a sum greater than 3 months' ordinary time remuneration. The assessment of compensation must be individualised to the circumstances of the case.<sup>27</sup>

[159] I have considered Ms Rimple's circumstances. Ms Rimple notified NZKL on 21 February 2025 regarding her health situation and return to work plan. When NZKL emailed Ms Rimple on 4 March 2025, Mrs Rimple replied the same day advising of her plan to return to New Zealand.

[160] This was a situation where Ms Rimple's employment status should have been clarified by NZKL before the decision was made to terminate her employment on the basis of abandonment.

[161] Ms Rimple has made genuine attempts to secure new employment. She has relocated to Australia. Ms Rimple provided evidence to the Authority of her attempts to secure employment in Australia as late as December 2025.

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<sup>26</sup> *Maddigan v Director-General of Conversation* [2019] NZEmpC 190 at [164].

<sup>27</sup> *Sam's Fukuyama Food Services Limited v Zhang* [2011] NZCA at [26].

[162] Moderation is also an important principle when setting awards for lost remuneration.<sup>28</sup> Taking all of these factors into account, the sum equivalent to 6 months' salary as lost remuneration awarded under section 128 of the Act is appropriate in the circumstances.

[163] NZKL is ordered to pay Ms Rimple the sum equivalent to 6 months lost remuneration based on Ms Rimple working 30 hours per week at an hourly rate of \$29.66.

#### *Contribution*

[164] The Authority must consider whether there ought to be a reduction in the remedies that would otherwise have been awarded to the employee.<sup>29</sup> The approach to contribution requires the Authority to consider whether the employee's conduct contributed to the situation giving rise to the dismissal and, if so, whether the conduct was culpable and/or blameworthy.<sup>30</sup>

[165] There was no correspondence between Ms Rimple and NZKL between 21 February 2025 and 4 March 2025. Ms Rimple understood she was on sick leave during this period. I accept Ms Rimple's evidence. According to NZKL, Ms Rimple was due back at work on 16 February 2025. Ms Rimple initiated the conversation with NZKL on 21 February 2025. NZKL did not initiate any conversations with Ms Rimple between 16 February 2025 and 4 March 2025.

[166] Therefore, there is no factual basis to establish that Ms Rimple contributed to the situation giving rise to the dismissal.

#### *Penalty – section 4 of the Act or in the alternative clause 4(ii) of the employment agreement*

[167] A party who fails to comply with the duty of good faith in s 4(1A) of the Act is liable to a penalty if the failure was deliberate, serious and sustained or the failure was intended to undermine the employment relationship.<sup>31</sup>

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<sup>28</sup> Above n 26 at [25].

<sup>29</sup> Employment Relations Act 2000, s 124.

<sup>30</sup> *Yang v Te Whatu Ora – Health New Zealand* [2025] NZEmpC at [63].

<sup>31</sup> Above n 29 at [22].

[168] Ms Rimple says NZKL is liable for a penalty because the company misrepresented the facts regarding her employment status to INZ.

[169] An audit of NZKL was being conducted by INZ in the early part of 2025. Mr Dhillon sought advice from the company's immigration consultant regarding Ms Rimple's employment status. Mr Dhillon was advised that he should contact INZ and let them know that Ms Rimple's employment with NZKL had concluded.

[170] On 4 March 2025 Mr Dhillon emailed Ms Rimple. He was of the view that in sending this email, he was advising Ms Rimple that her employment had come to an end on the basis of abandonment.

[171] On the same day Mr Dhillon contacted INZ to advise Ms Rimple's employment had concluded.

[172] Mr Dhillon relied on advice he received from an immigration consultant. Mr Dhillon understood that he was required to contact INZ and update them regarding Ms Rimple's employment status.

[173] Although there is a difference of opinion between the parties as to how employment ended, I do not find that Mr Dhillon misled INZ. The notes taken by immigration officers based on their discussions with Ms Rimple and Mr Dhillon, and recorded on Ms Rimple's immigration file, outline different understandings of how Ms Rimple's employment concluded.

[174] There is an insufficient evidential basis to establish that NZKL breached s 4 of the Act or clause 4.1(ii) of the individual employment agreement which establishes the obligations of the parties to deal with each other in good faith.

**Should leave be granted to Ms Rimple to recover wages or other money pursuant to s 142Y(2)(b) of the Act, against Mr Bal and/or Mr Dhillon, if NZKL is unable to pay any money owed?**

[175] Mr Bal and Mr Dhillon were persons involved in seeking a premium from Ms Rimple in respect of her employment in New Zealand.

[176] The breach of employment standards relates to the seeking of a premium in breach of s 12A of the WPA.

[177] However, there was insufficient evidence to establish the premium was paid to NZKL. Therefore, the premium is not recoverable. Accordingly, there is no legal basis to grant leave to Ms Rimple pursuant to s 142Y(2)(b) of the Act in respect of the breach of s 12A of the WPA.

[178] If NZKL does not make the payments ordered at paragraph [179] (a), (b) and (c) within 28 days of the date of this determination then leave is granted to Ms Rimple to recover the sum of \$4,577.12 from Mr Dhillon.

### **Summary and orders**

[179] Within 28 days of the date of this determination, NZKL is ordered:

- (a) To pay sick leave to Ms Rimple for the period 16 February 2025 to 4 March 2025 inclusive, the sum is \$1,423.68 (gross); and
- (b) To pay outstanding annual holiday pay to Ms Rimple, being the sum of 8 percent of Ms Rimple's gross earnings between 27 January 2025 and 9 March 2025 inclusive, and the additional incorrect holiday pay calculation due to public holidays not being paid, which is \$602.69 in total (gross); and
- (c) To pay Ms Rimple the sum of \$2,550.75 gross in respect of unpaid public holidays; and
- (d) To pay Ms Rimple the sum of \$14,000 pursuant to section 123(1)(c)(i) of the Act; and
- (e) To pay Ms Rimple the sum equivalent to 6 months lost remuneration based on Ms Rimple working 30 hours per week at an hourly rate of \$29.66. This sum is \$22,620 (gross); and
- (f) To pay a penalty of \$16,000 to Ms Rimple; and
- (g) To pay Ms Rimple interest on the sum of \$26,736.80 using the civil debt calculator.<sup>32</sup>

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<sup>32</sup> [www.justice.govt.nz/fines/civil-debt-interest-calculator](http://www.justice.govt.nz/fines/civil-debt-interest-calculator).

## **Costs**

[180] Costs are reserved. The parties are encouraged to resolve any issue of costs between themselves. If the parties are unable to resolve costs, and an Authority determination on costs is needed, Ms Rimple may lodge, and then should serve, a memorandum on costs within 28 days of the date of this determination.

[181] From the date of service of that memorandum, NZKL then have 14 days to lodge any reply memorandum. On request by either party, an extension of time for the parties to continue to negotiate costs between themselves may be granted. The parties can anticipate the Authority will determine costs, if asked to do so, on its usual daily tariff basis unless circumstances or factors, require an adjustment upwards or downwards.<sup>33</sup>

Simon Greening  
Member of the Employment Relations Authority

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<sup>33</sup> For further information about the factors considered in assessing costs see:  
[www.era.govt.nz/determinations/awarding-costs-remedies/#awarding-and-paying-costs-1](http://www.era.govt.nz/determinations/awarding-costs-remedies/#awarding-and-paying-costs-1).