

**IN THE EMPLOYMENT RELATIONS AUTHORITY
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI
ŌTAUTAHI ROHE**

[2026] NZERA 291
3440424

BETWEEN

JOHANNA LESCURE
Applicant

AND

HOKI DENTAL LIMITED
First Respondent

AND

ANGELO IOANIDES
Second Respondent

Member of Authority: Philip Cheyne

Representatives: Ruth Pettengell, advocate for the Applicant
Alistair Wait, advocate for the Respondents

Investigation Meeting: On the papers

Information received: 10 April 2026 from the Applicant
18 March 2026 from the Respondents

Date of Determination: 11 May 2026

DETERMINATION OF THE AUTHORITY

Employment relationship problem

[1] Hoki Dental Limited was ordered to pay Johanna Lescure \$5,000.00 (gross) reimbursement, \$15,000.00 compensation and \$2,321.55 costs in earlier determinations.¹

[2] Hoki Dental Limited has paid nothing.

¹ *Lescure v Hoki Dental Limited* [2023] NZERA 569 and *Lescure v Hoki Dental Limited* [2023] NZERA 723.

[3] Angelo Ioanides is the director of and a shareholder in Hoki Dental Limited.

[4] Ms Lescure seeks a compliance order against the respondents to enforce the existing orders made against Hoki Dental Limited, together with interest and costs.

[5] Hoki Dental Limited in reply objects to what was said about its correspondence, asserts that there were defects in Ms Lescure's application, seeks jurisdictional clarification, disputes the applicant's narrative regarding earlier attempts to enforce the orders and refers to a document entitled "Notice of Perjury and Criminal Misconduct" it issued and apparently filed in the High Court. Hoki Dental Limited also said it did not admit non-compliance or waive its legal rights.

The Authority's investigation

[6] At a case management conference, the applicant sought an investigation on the papers. The respondents expressed no view on that point.

[7] The respondents did take the opportunity to explain their statement in reply. However, Ms Lescure's application was perfectly clear. I summarised the situation in the directions which followed the case management conference. It is not necessary to set out the summary here.

[8] The respondents were given an opportunity to lodge any affidavits, information and submissions. They lodged an affidavit affirmed by Mr Ioanides.

[9] Ms Lescure asked for an opportunity to respond, which I allowed.

[10] After reviewing what had been lodged, I consider it is appropriate to resolve the matter on the papers, as foreshadowed in the directions.

A compliance order is appropriate

[11] There are disagreements about what happened when Ms Lescure sought to enforce the Authority's orders through the District Court in reliance on s 141 of the Employment Relations Act 2000 and the bailiff's actions that followed. It is not necessary to set out or resolve those disagreements.

[12] It is undisputed that Hoki Dental Limited has not paid any of the amounts ordered against it by the Authority.²

[13] Regardless of Ms Lescure's earlier enforcement attempt, she is entitled to apply to the Authority for a compliance order under the Employment Relations Act 2000.

[14] I find that Hoki Dental Limited has not complied with the Authority's orders to pay Ms Lescure \$5,000.00 (gross) reimbursement, \$15,000.00 compensation and \$2,321.55 costs.

Hoki Dental Limited's position

[15] Mr Ioanides says that the company has substantial debt obligations associated with the construction of the clinic premises and financing dental equipment. He is currently the sole practicing dentist. The demands of the business, ongoing litigation and another matter provide significant stress on his family and the business.

[16] He says he is only currently practising four days per week, takes minimal drawings and that the company does not hold significant liquid assets.

[17] However, no detailed financial information such as financial statements for Hoki Dental Limited has been provided. The assertions by Mr Ioanides in his recent affidavit are not sufficiently detailed to establish that Hoki Dental Limited is not able to pay what it owes to Ms Lescure.

[18] I also note that the company was ordered to pay the amounts to Ms Lescure more than two years ago. Despite this application and Ms Lescure's earlier attempt to enforce the orders, Hoki Dental Limited has done nothing to meet what it owes over a long period. There is a clear picture of the company electing to ignore the orders, rather comply with them.

[19] I am satisfied that a compliance order is appropriate for the purpose of preventing further non-compliance by Hoki Dental Limited.

² Above, n 1.

The second respondent's position

[20] Mr Ioanides is the sole director of the company, works in the company's business and must have responsibility for its affairs.

[21] He is able to take reasonable steps for the purpose of preventing further non-compliance by Hoki Dental Limited.

Orders

[22] Within 28 days of the date of this determination Hoki Dental Limited must comply with the Authority's earlier orders,³ by paying Johanna Lescure \$5,000.00 (gross) reimbursement, \$15,000.00 compensation and \$2,321.55 costs.

[23] Within 28 days of the date of this determination, Angelo Ioanides must take all reasonable steps to ensure that Hoki Dental Limited makes the foregoing payments to Johanna Leasure.

[24] The orders set out at [22] and [23] are made pursuant to the Authority's power under s 137 of the Employment Relations Act. Ms Lescure sought a shorter period for payment now, but I have allowed 28 days for the respondents' to reflect on their legal obligations and the potential consequences of not complying.

[25] Ms Lescure seeks interest. It is appropriate to order interest to be paid by Hoki Dental Limited as Ms Lescure has been deprived of money she is entitled to. Mr Ioanides is not liable for interest as he was not personally liable for the orders. For simplicity, I will take the date of the second determination (6 December 2023) as the commencement date for all the amounts and the date by which the respondents must comply (8 June 2026) as the end date for calculation purposes. Hoki Dental Limited must pay Johanna Lesure interest of \$2,950.72 within 28 days of this determination.

[26] Ms Lescure is entitled to costs on this application. Costs of \$1,125.00 are sought. The amount is appropriate. Costs may be ordered against parties, so both respondents are potentially liable. There is no reasonable basis on which to distinguish their liability, so I will

³ *Lescure v Hoki Dental Limited* [2023] NZERA 569 and *Lescure v Hoki Dental Limited* [2023] NZERA 723.

make them jointly and severally liable for costs on this application. Within 28 days of this determination, Hoki Dental Limited and Angelo Ioanides must pay costs totalling \$1,125.00 to Johanna Lescure.

[27] I draw to the respondents attention the power of the Employment Court under s 140 of the Employment Relations Act 2000, should they not comply with the compliance orders made above.

Philip Cheyne
Member of the Employment Relations Authority