

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
AUCKLAND**

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

[2026] NZERA 31  
3296259

BETWEEN

YU CHUNYAN  
First Applicant

AND

SUN TINGTING  
Second Applicant

AND

LIU DANHUA  
Third Applicant

AND

ZHANG SHIJIE  
Fourth Applicant

AND

MIAODI'S LAUNDROMAT t/a  
MR SUDS  
First Respondent

AND

YANG YANG  
Second Respondent

Member of Authority: Eleanor Robinson

Representatives: May Moncur, advocate for the Applicants  
James Duckworth, counsel for the Respondent

Investigation Meeting: 2 and 3 December 2025 in Auckland

Submissions and/or further evidence: 8 December 2025 from the Applicant  
None from the Respondent

Determination: 21 January 2026

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**DETERMINATION OF THE AUTHORITY**

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**Employment Relationship Problem**

[1] Yu Chunyan, Sun Tingting, Liu Dan Hua and Zhang Shijie (the Applicants) claim that they were unjustifiably dismissed by the First Respondent, Miaodi's Laundromat Limited trading as Mr Suds (Miaodi's).

[2] The Applicants also claim that they were unjustifiably disadvantaged by Miaodi's not paying them their correct wages and holiday pay entitlement.

[3] Miaodi's claims that it did not unjustifiably dismiss the Applicants. It suspended the Applicants pending clarification of their visa status which did not eventuate, and they did not attend for work following the request for clarification and suspension.

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

[4] The Authority received written and, under oath or affirmation, oral evidence from the Applicants, Yu Chunyan, Sun Tingting, Liu Dan Hua and Zhang Shijie.

[5] The Authority received written and, under oath or affirmation, oral evidence from the Respondent witness, Yang Yang, owner and sole director of Miaodi's.

[6] Written submissions were received from Ms Moncur for the Applicants, none were received from the Respondent. Whilst I have not referred to all the submissions made on behalf of the Applicants, I have fully considered them.

[7] As permitted by s 174E of the Employment Relations Act 2000 (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**

[8] The issues requiring investigation are whether or not the Applicants:

- were unjustifiably dismissed by Miaodi's
- are owed any monies by Miaodi's: wage arrears and/or holiday pay
- a penalty should be awarded against Miaodi's for a breach of good faith
- a penalty should be awarded against Mr Yang for aiding and abetting the breach of good faith;
- a penalty should be awarded against Miaodi's for breach of the Holidays Act 2003 (the HA)
- a penalty should be awarded against Mr Yang for aiding and abetting the breach of the HA

### **Background**

[9] Miaodi's was founded in 1999 and provides industrial rental, and laundry services to industrial and commercial users. It held accreditation from NZIS to be able to engage and employ factory workers from overseas. Mr Yang is the sole director and shareholder.

[10] During 2023 Miaodi's was seeking five new employees and posted job advertisements on MyJobSpace and SkyKiwi. It received responses from overseas applicants and also from agents in China who offered to introduce potential workers.

[11] Mr Yang said Danhua Liu and Chunyan Yu were introduced to it by agents in China. Tingting Sun was living in China but was recommended by a friend. Shijie Zhang was already working in New Zealand and had a work visa. Miaodi's offered him employment

[12] When contacted by agents, Miaodi's provided them with details of the work opportunities. Mr Yang said there was no contractual arrangement with the agents, and no payment was requested by, or made to Miaodi's for their services.

*Yu Chunyan*

[13] Yu Chunyan said she was hired in China by Miaodi's via a recruitment process conducted through an authorised Chinese agency. Ms Chunyan said that all the visa application processes were conducted by the Chinese agency. She signed an individual employment agreement for Miaodi's (the Employment Agreement), and received an Accredited Employers Work Visa (AEWV) before coming to New Zealand.

[14] The Employment Agreement set out that Ms Yu would work "at least 30 hours each week" between the hours of 7.00 a.m. and 9.00 p.m. Monday to Sunday with the working hours being set in accordance with a roster. The rate of pay was stated as \$29.66 gross per hour. The Employment Agreement stated:

The employer may offer more hours, and the employee can decide whether to accept the offer of extra hours. Extra hours will be paid at the normal rate of wages.

[15] The AEWV stipulated that Ms Yu could only work as "a Laundry Worker in Auckland for Miaodi's Laundromat Limited".

[16] Ms Yu arrived in New Zealand on 17 September 2023 and commenced working at Miaodi's on 20 September 2023 as a full-time laundry worker. Ms Yu said she worked in excess of 60 hours each week between the period 20 September 2023 until 31 December 2023 but she was not paid for all the hours she worked each week, being only paid for the contractual hours.

*Danhua Liu*

[17] Ms Liu said she was also hired in China by Miaodi's via a recruitment process conducted through an authorised Chinese agency to which she paid 70,000 RMB. She was

provided with an employment agreement with Miaodi's (the Employment Agreement) and an AEWV which stipulated that she could only work as "a Laundry Worker in Auckland for Miaodi's Laundromat Limited".

[18] Ms Liu flew to New Zealand on 16 March 2023 and commenced working at Miaodi's on 18 March 2023. The Employment Agreement stated that she would work at least 32 hours a week between 6.30 a.m. to 6.30 p.m. Monday to Sunday with an hourly rate of \$28.00.

[19] The Employment Agreement stated that Miaodi's might offer more hours which Ms Liu could decide whether or not to accept.

[20] Ms Liu said that she worked between 60 – 70 hours each week, but was only paid for the contractual hours.

#### *Shijie Zhang*

[21] Although Mr Zhang stated in his written evidence that he was recruited in China to work at Miaodi's and came to New Zealand in order to commence that work, his oral evidence under questioning, as confirmed by Mr Yang, was that he had already been working in New Zealand when he applied to work at Miaodi's.

[22] He commenced employment at Miaodi's on 17 February 2023 at an hourly rate of \$29.66. Mr Zhang said he worked six days a week from 6.30 a.m. until the evening. He worked between 60 – 70 hours a week, but was only paid wages calculated as 32 hours a week.

[23] After he requested monies for a family emergency, he received some of the additional wages due to him.

#### *Tingting Sun*

[24] Ms Sun said she was recruited in New Zealand by a friend of Mr Yang. She said her application was handled by a New Zealand agency to which she paid \$10,800.00. She said she was also told by her friend to pay monies to Miaodi's which she paid via a payment to her friend's mother.

[25] Ms Sun was issued with an AEWV visa which stipulated that Ms Sun could only work as a Laundry Worker in Auckland for Miaodi's Laundromat Limited.

[26] Ms Sun said she worked 60 hours a week but was only paid for 32 hours a week.

[27] The Applicants' evidence was that they lived inside the Miaodi premises and paid rent weekly. They said that the factory premises were locked at night and they could not leave.

[28] Mr Yang said that the Applicants were recruited either through agents in China who contacted him after they saw an advertisement placed by Miaodi's for workers, or through personal contacts. He said he was unaware of any fees requested by agents, and neither he nor Miaodi received any payments in respect of the engagement of the Applicants.

[29] The Applicants had all been interviewed by Miaodi's Human Resources officer who had explained the position duties and the contractual terms to them.

[30] Mr Yang said that the Applicants were paid for the contractual hours that they worked each week although these were less than their actual worked hours. However he said it had been explained during their interviews that minimal contractual hours would be paid monthly, and any extra hours would be settled by way of a lump sum payment in December when Miaodi's was busiest and its cash flow stronger.

[31] Mr Yang said the accommodation provided at the Miaodi factory was suitable, it was clean and maintained to a high standard. Whilst he accepted the premises were locked at night for security reasons, there was a key available to those living on the site so they could leave and return as they wished.

[32] Mr Yang said it was made clear to the Applicants that if they had any concerns with their work or other issues, they should discuss them with either him or the Human Resources officer, and they would address them. However no issues or concerns had been raised with either of them by the Applicants during their period of employment.

[33] In early December 2023 the Applicants contacted the Ministry for Business, Innovation and Employment (MBIE) and asked for help, lodging complaints of migrant exploitation.

[34] As a result of involvement by MBIE, they said their wage arrears were processed and they were issued with Migrant Exploitation Protection Visas (MEPV) in mid-January 2024. A MEPV is a short-term, open work visa allowing the holder to obtain legal work with any employer in New Zealand.

[35] Mr Yang said that the outstanding wages were paid at the end of the year as agreed, but denied this was as a result of the involvement of the Labour Inspector. He said he had not been contacted by the Labour Inspector until March 2024 and then there was no discussion about arrears in relation to 2023, only to claims relating to 2024.

[36] The Applicants said that they worked for Miaodi's during January and February 2024 but they received no wages for that period. In addition they were rostered to work 90 minute

shifts rather than set work periods for each day. Their evidence was that they considered the roster situation was retaliatory in nature because they had complained about the wage arrears situation to MBIE.

[37] The Applicants said that on 19 February 2024 they were suspended from work at Miaodi's. On a work group chat, the HR manager of Miaodi's posted a message with stated:

Zhang Tingting, Liu Danyang, Zhang Shijie and Yu Chunyan –  
the above four individuals are temporarily suspended from duty  
due to special circumstances.  
Effective immediately, entry is prohibited for all non-scheduled  
staff (except for on-site Residents).

All personnel must acknowledge receipt of this notice by replying 'Received'.

[38] During January 2024 Mr Yang said Miaodi's engaged more laundry workers. As a result Miaodi's conducted visa checks for all the employees on site and were surprised to discover that the visa status for the Applicants appeared to have changed. Mr Yang said that the Applicants had continued to work as usual during January and February 2024 and had not advised him that there was any problem with their visas.

[39] The Miaodi Human Resources officer contacted the Applicants via the Miaodi WeChat Work Group to query what had happened as regards their visa status, but the Applicants did not respond.

[40] As a result, Mr Yang said Miaodi's suspended the Applicants from work until their visa status was verified. However that did not happen. Accordingly Miaodi provided a deadline to the Applicants to provide an explanation by 1 March 2024.

[41] Mr Yang said on 2 March 2024 Miaodi contacted New Zealand Immigration to clarify the Applicants' visa status. This was provided a few dates later.

[42] The Applicants when questioned confirmed that they had not told Miaodi about the MEPV situation, stating that they had been "too scared" to do so. Their evidence was that Miaodi's had not contacted them after 19 February 2024.

[43] No formal notice of termination had been provided to them but no work had been provided to them after they received the WeChat message on 19 February 2024.

**Were the Applicants unjustifiably dismissed by Miaodi's?**

[44] The Applicants were provided with no work by Miaodi's after 19 February 2024 when they were suspended.

[45] I accept that as a responsible employer Miaodi's was entitled to check the Applicant's visa status when it was unable to identify a valid visa for them.

[46] The Applicants chose not to clarify the situation because they said they were too afraid to do so. While I understand that this was understandable in the situation in which they had not been paid all due wages during 2023 and on the due contractual date in January 2024, and considered the split rosters were a retaliatory action given their complaint to MBIE, I consider it is possible that they might have been allowed to resume work if Miaod's had been made aware that they were in possession of valid work visas.

[47] Following the WeChat message on 19 February 2024, texts provided by Ms Lui confirm that Miaodi's had made further contact with the Applicants in an attempt to clarify their visa status.

[48] On 23 February 2024 Miaodi's Human Resources officer advised Ms Lui that no response had been provided after the WeChat message advising of visa irregularities and gave formal notice that if no reasonable explanation was received by 1 March 2024, Miaodi's would submit a written report to New Zealand Immigration.

[49] Ms Lui responded:

I have verified with Immigration New Zealand that my visa is fully valid. Withholding my wages is unlawful. . I have lodged a formal complaint with labour authorities. You must immediately pay all owed wages.

[50] The Miaodi's Human Resources officer responded on 13 March 2024:

Regarding your unresolved visa status and lack of explanation, to ensure the company's compliance with legal requirements, we formally reported your visa irregularities to Immigration New Zealand on March 2. We are currently awaiting further instructions from immigration authorities. ...

[51] No formal termination had been provided to the Applicants, however no work was provided to them after 19 February 2024 when they were informed they were suspended pending clarification of their visa status. I find that constitutes a 'sending away' of the employee at the initiative of the employer.

[52] I find that the Applicants were unjustifiably dismissed by Miaodi's.

### **Were the Applicants unjustifiably disadvantaged by Miaodi's?**

[53] An employee is disadvantaged in their employment if their terms and conditions of employment are affected to their disadvantage by an unjustifiable action on the part of their employer.<sup>1</sup>

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<sup>1</sup> Employment Relations Act 2000 s 103(1)(b).

[54] By law, wages are to be paid when they fall due and in accordance with the employment agreement. The Applicants were entitled to be paid for all the wages they had earned at the time they were earned, however Miaodi only paid the contractual rather than the actual hours worked.

[55] Although Mr Yang said it had been explained to the Applicants that outstanding wages would be paid at the year end, there is no contractual term referring to this. Apart from the fact that this is illegal, withholding the payment resulted in the Applicants being paid below the minimum wage rate in breach of the Minimum Wages Act 1983.

[56] I find that the Applicants were unjustifiably disadvantaged by Miaodi's.

**Are the applicants owed any monies by Miaodi's?**

[57] Once a Labour Inspector of MBIE had become involved the Applicants said that they had been paid all outstanding wages to 31 December 2023. However wages were not paid for January and February 2024 and these are still outstanding as are the holiday entitlement payments.

**Should a penalty be awarded against Miaodi's in respect of a breach of minimum employment standards, and if so, in what quantum?**

[58] I find that Miaodi's by falling to pay the Applicants their full wages when they became due, applying broken rostered shifts, suspending them, and then terminating their employment by failing to provide them with work, failed to act in good faith towards them.

[59] I have found that Miaodi's breached the following in respect of the Applicants:

- a) Section 4 of the Wages Protection Act 1983 (the WPA) in respect of a failure to pay the Applicants the entire amount of wages due to them when they fell due to be paid;
- b) Section 81 of the HA in respect of the failure to pay annual leave entitlements to the Applicants;
- c) Section 130 of the Act in respect of the failure to keep time and wage records; and
- d) Section 4 of the Act by failing to act in good faith towards the Applicants.

[60] Penalties for breaches render a company liable to penalties up to a maximum amount of \$20,000.00 per penalty.

[61] In deciding whether to impose a penalty and if I decide to, deciding how much that penalty should be, I need to consider the factors in s 133A of the Act and the approach as set out by the Employment Court in *Boorsboom v Preet PVT Limited and Warrington Discount Tobacco Limited*.<sup>2</sup>

[62] The purpose of penalties is punitive. They are not imposed to remedy the applicant's loss, but to punish the person who has breached a duty under the Act and to condemn that behaviour.

[63] One of the objects of the Act is to promote the effective enforcement of employment standards. There is a duty to maintain wage and time records and provide these on request, and an employee is entitled to be properly recompensed throughout the period of their employment. This Miaodi's has failed to do in respect of the Applicants.

[64] Failure to fulfil these requirements represents a failure to adhere to employment standards, and the failure to provide the wages and time records when requested to do so adversely affected the Applicants' ability to calculate the wages and other monies owed to them following the ending of their employment with Miaodi's.

[65] It is also to be expected that parties to an employment relationship will treat each other in good faith. By not paying the Applicants in a timely manner, I find that Miaodi's failed to act in good faith.

*Identify the nature and number of statutory breaches*

[66] There are four statutory breaches identified, each merit a penalty to a maximum amount of \$20,000.00. This is a potential total penalty of \$80,000.00.

[67] I consider that the breaches of s 130 of the Act, the WPA and the HA should be considered as a global penalty of one breach respectively. This reduces the overall liability to two breaches and a potential total penalty of \$40,000.00.

*Step Two- assess the severity of the breaches*

[68] The aggravating factors include the fact that the Applicants were entitled to be paid properly during the period of their employment by both statute and in accordance with the duty of good faith.

[69] Whilst Miaodi's claimed it was its intention to pay the outstanding wages at the year end, that does not excuse the failure to pay the Applicants the wages they had earned at the time

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<sup>2</sup> *Borsboom v Preet PVT Limited and Warrington Discount Tobacco Limited*. [2016] NZEmpC 143.

they were due to be paid. This also meant that the Applicants were being paid below the Minimum Wage Rate throughout the majority period of their employment.

[70] I consider that no reduction to the penalty amount should be made at this stage.

*The Respondent's financial circumstances*

[71] No financial information has been provided by Miaodi's. The Companies Office Register states that it is still registered.

*The nature and extent of any loss or damage*

[72] Whilst there was a payment at the end of 2023 in respect of the outstanding wages for that year, no payment has since been made to the Applicants for the wages earned in January and to 19 February 2024.

[73] I consider that in checking the visa status of its employees, Miaodi's was acting as a responsible employer. The evidence confirms that it did attempt to provide the Applicants with an opportunity to clarify their visa status over a few weeks. The Applicants chose not to do so.

[74] In these circumstances I consider it appropriate to reduce the penalty amount by half to \$20,000.00.

*Circumstances of the breach*

[75] As observed by the Full Court in *Borsboom v Preet PVT Limited (Preet)* it is a matter of common knowledge within the community generally that minimum wages, minimum holiday entitlements and other statutory minima are applicable to all employment.<sup>3</sup> It was also noted by the Court in that case that there are freely available resources to employers to ensure they understand their responsibilities in adhering to minimum standards.

[76] The circumstances of the breaches of the WPA and the HA highlights the vulnerability of employees.

[77] Mr Yang had been operating a business in New Zealand since 1999. He should therefore have been fully cognisant of the minimum employment standards in New Zealand. The Applicants were migrants to New Zealand with little knowledge of their entitlements. They were therefore vulnerable to exploitation.

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<sup>3</sup> *Borsboom (Labour Inspector) v Preet Pvt Ltd & Warrington Discount Tobacco Ltd* [2016] NZEmpC 143 at [87].

*Previous Conduct*

[78] There is no evidence before the Authority regarding previous adverse conduct by Miaodi's.

*Deterrence*

[79] I consider that there is a need to enforce to employers the employment standards they are required to meet and that minimum entitlements are non-negotiable.

[80] I find that Miaodi's did not adhere to those standards in the case of the Applicants.

*Proportionality*

[81] Having had regard to the level of penalties arrived at in similar cases, I adjust the level of penalty accordingly.

[82] **I order Miaodi's to pay a penalty of \$10,000.00 in respect of the breaches.**

**Should a penalty be awarded against Mr Yang for his part in the breaches, and if so, in what quantum?**

[83] Section 142W of the Act is applicable:

**142W Involvement in breaches**

(1) In this Act, a person is involved in a breach if the breach is a breach of employment standards and the person—

- (a) has aided, abetted, counselled, or procured the breach; or
- (b) has induced, whether by threats or promises or otherwise, the breach; or
- (c) has been in any way, directly or indirectly, knowingly concerned in, or party to, the breach; or
- (d) has conspired with others to effect the breach.

(2) However, if the breach is a breach by an entity such as a company, partnership, limited partnership, or sole trader, a person who occupies a position in the entity may be treated as a person involved in the breach only if that person is an officer of the entity.

(3) For the purposes of subsection (2), the following persons are to be treated as officers of an entity:

- (a) a person occupying the position of a director of a company if the entity is a company:
- (b) a partner if the entity is a partnership:

(c) a general partner if the entity is a limited partnership:

(d) a person occupying a position comparable with that of a director of a company if the entity is not a company, partnership, or limited partnership:

(e) any other person occupying a position in the entity if the person is in a position to exercise significant influence over the management or administration of the entity.

[84] Pursuant to s 142W of the ERA, if a company breaches employment standards as Miaodi's has done, a person who is an officer of the company may be treated as a person involved in the breaches. Pursuant to s 142W(3)(a) of the Act a person occupying the position of a director of the company is to be treated as an officer of the company.

[85] Mr Yang was the sole director of Miaodi's during the period of the Applicants' employment and the person responsible for the operation of Miaodi's. I determine that Mr Yang was a person involved in all of the identified breaches of employment standards.

[86] However only a Labour Inspector may bring a claim pursuant to s142X of the Act.

[87] I determine that a penalty should not be awarded against Mr Yang as a person involved in the breach.

[88] However recovery of the amounts ordered to be paid to the Applicants by Miaodi's may be recovered from Mr Yang personally in the event that Miaodi's is unable to pay pursuant to s 142Y of the Act.

### **Should any part of the penalty be paid to the Applicants?**

[89] The Applicants' losses have been recognised and orders made accordingly. The purpose of penalties is to deter, not to compensate.

[90] I order Miaodi's and Mr Yang are jointly and severally responsible for paying a penalty of \$10,000.00. The penalty is to be paid into a Crown Bank Account and the Crown will transfer the proportion awarded to them to the Applicants.

### **Remedies**

[91] I have found that Ms Yu, Ms Liu, Mr Zhang and Ms Sun were unjustifiably dismissed and unjustifiably disadvantaged and they are entitled to remedies.

*Unpaid wages*

[92] During the Investigation Meeting, and following discussion between the parties, agreement was reached between them on the outstanding payments in respect of wage arrears and holiday entitlements. These were agreed as being:

Chunyan Yu: the sum of 7,159.92 gross

Danhua Liu: the sum of \$6,705.44 gross

Shijie Zhang: the sum of \$7,873.83 gross

Tingting Sun: the sum of \$7,264.02 gross

*Lost wages*

[93] Ms Yu, Ms Liu, Mr Zhang and Ms Sun lost monies, being wages they could have earned if their employment at Miaodi's had not been unjustifiably terminated.

[94] I order Miaodi's to pay the following amounts as lost wages pursuant to s 128 of the Act:

Ms Yu: the sum of \$11,567.00 gross (calculated as 30 hours at \$29.66 per hour x 13 weeks)

Ms Liu: the sum of \$11,648.00 gross (calculated as 32 hours at \$28.00 per hour x 13 weeks)

Mr Zhang: the sum of \$11,567.00 gross (calculated as 30 hours at \$29.66 per hour x 13 weeks)

Ms Sun: the sum of \$11,648.00 gross (calculated as 32 hours at \$28.00 per hour x 13 weeks)

*Compensation for unjustifiable dismissal and unjustifiable disadvantage*

[95] Ms Yu, Ms Liu, Mr Zhang and Ms Sun all gave evidence of their experiences. During their period of employment they were not paid for all the hours they worked, and their employment was terminated after they were suspended and no longer provided with work.

[96] Compensation under s 123(1)(c) of the Act is to compensate an applicant for:

- (i) Humiliation, loss of dignity, and injury to feelings...
- (ii) Loss of any benefit ....which the employee might have expected to obtain if the personal grievance had not arisen

[97] I find that the level of harm and loss suffered by Ms Yu, Ms Liu, Mr Zhang and Ms Sun was significant.

[98] Accordingly taking into consideration all the circumstances of this case, I order Miaodi's to pay Ms Yu, Ms Liu, Mr Zhang and Ms Sun the sum of \$20,000.00 each as compensation for humiliation, loss of dignity and injury to feelings pursuant to s 123(1)(c)(i) of the Act.

### *Contribution*

[99] I am required under s. 124 of the Act to consider the issue of any contribution that may influence the remedies awarded.

[100] I find that Ms Yu, Ms Liu, Mr Zhang and Ms Sun failed to advise Miaodi's, their employer, when questioned that they had valid work visas, being MEPVs. This contributed to the fact of their suspension and subsequent termination as a result of their continued failure to appraise Miaodi's of the correct situation despite repeated requests for clarification from Miaodi's.

[101] I appreciate that the Applicants may have felt apprehensive about advising Miaodi's that they had MEPVs and take this into consideration when assessing contribution.

[102] The compensation awards to Ms Yu, Ms Liu, Mr Zhang and Ms Sun are to be reduced by 10 per cent accordingly.

### **Orders**

[103] I have made the following orders: **Miaodi's is ordered to pay the following:**

- **In respect of wage arrears and holiday pay the following amounts:**
  - Chunyan Yu: the sum of 7,159.92 gross
  - Danhua Liu: the sum of \$6705.44 gross
  - Shijie Zhang: the sum of \$7873.83 gross
  - Tingting Sun: the sum of \$7264.02 gross
- **In respect of lost remuneration pursuant to s 128 of the Act**
  - Chunyan Yu: the sum of \$11,567.00 gross (calculated as 30 hours at \$29.66 per hour x 13 weeks)
  - Danhua Liu: the sum of \$11,648.00 gross (calculated as 32 hours at \$28.00 per hour x 13 weeks)
  - Shijie Zhang: the sum of \$11,567.00 gross (calculated as 30 hours at \$29.66 per hour x 13 weeks)
  - Tingting Sun: the sum of \$11,648.00 gross (calculated as 32 hours at \$28.00 per hour x 13 weeks)
- **In respect of compensation pursuant to s 123(1)(c)(10) of the Act (as reduced for contribution pursuant to s 124 of the Act):**
  - Chunyan Yu: the sum of \$18,000.00.

- Danhua Liu: the sum of \$18,000.00.
  - Shijie Zhang: the sum of \$18,000.00.
  - Tingting Sun: the sum of \$18,000.00.
- **I order that Miaodi's and Mr Yang are jointly and severally responsible for paying the above amounts to the Applicants.**
  - **I order that Miaodi's and Mr Yang are jointly and severally responsible for the payment of a penalty of \$10,000.00 into the Authority within 28 days of the date of this determination. On recovery of the penalties, the Authority must then transfer that amount to a Crown Bank Account.**
  - **All payments are to be made within 28 days of the date of this determination.**

#### **Costs**

[104] Costs are reserved. The parties are encouraged to resolve any issue of costs between themselves.

[105] If they are not able to do so and an Authority determination on costs is needed Ms Moncur may lodge, and then should serve, a memorandum on costs within 28 days of the date of issue of the written determination in this matter. From the date of service of that memorandum Miaodi's 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.

[106] All submissions must include a breakdown of how and when the costs were incurred and be accompanied by supporting evidence.

[107] 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.<sup>4</sup>

Eleanor Robinson  
Member of the Employment Relations Authority

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<sup>4</sup> *PBO Ltd v Da Cruz* [2005] 1 ERNZ 808, 819-820 and *Fagotti v Acme & Co Limited* [2015] NZEmpC 135 at [106]-[108].