

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

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

[2026] NZERA 83
3356263

BETWEEN	MAHMOUD ELETR Applicants
AND	SHORCOM LIMITED (IN LIQUIDATION) First Respondent
AND	ANTHONY CORIN Second Respondent

Member of Authority: Rachel Larmer

Representatives: Applicant in person
Second Respondent in Person

Investigation meeting: 17 February 2026 in Auckland

Date of determination: 18 February 2026

DETERMINATION OF THE AUTHORITY

Employment relationship problem

[1] The applicant, Mr Mahmoud Eletr, was employed by the first respondent, Shorcom Limited (In Liquidation) (“Shorcom”), from 30 May 2023 until he was made redundant on 23 December 2024.

[2] Mr Eletr initially started working for Shorcom as a part-time employee who worked 20 hours per week. He became a full time Construction Project Manager from 18 December 2023 and he held that role until his employment ended.

[3] Mr Eletr claimed that Shorcom:

- (a) Owed him wage arrears, for failing him for hours he had worked, pay in lieu of notice and annual holiday entitlements.

- (b) Breached his employment agreement by failing to pay him correctly or on time.
- (c) Breached its good faith obligations to him.
- (d) Breached the Wages Protection Act 1983 (the WPA) by failing to pay him anything for seven weeks he had worked.
- (e) Breached s 130 of the Employment Relations Act 2000 (the Act) by failing to keep or provide him with copies of his wage and time records when requested.
- (f) Breached ss 81 and 82 of the Holidays Act 2003 (the HA03) by failing to keep or provide him with his holiday and leave records when requested.
- (g) Unjustifiably disadvantaged him;
- (h) Unjustifiably dismissed him, by making him redundant without notice on 23 December 2024.

[4] Mr Eletr's wage arrears claims against Shorcom were determined by the Authority on 28 November 2025.¹ Mr Eletr's remaining substantive claims against Shorcom were due to be investigated at an in-person investigation meeting on 17 February 2026.

[5] However, Shorcom was put into liquidation on 11 February 2026. Shorcom's liquidator informed Mr Eletr by email on 17 February 2026 that they did not consent to the Authority proceedings against Shorcom continuing. Accordingly, Mr Eletr's outstanding claims against Shorcom cannot proceed.

[6] Mr Anthony Corin has been Shorcom's sole director since the company's inception on 4 February 2019.

[7] Mr Eletr sought leave to recover from Mr Corin personally the wage arrears and other money Shorcom had defaulted on paying him. Mr Eletr also sought that a penalty be imposed on Mr Corin under 134(2) of the Act for aiding and abetting Shorcom's breaches of Mr Eletr's employment agreement. Mr Corin said he should not be held personally responsible for anything Shorcom had or had not done.

¹ *Eletr v Shorcom and Corin* [2025] NZERA 771.

[8] The Authority's investigation meeting involved these claims against Mr Corin personal.

The Authority's investigation

[9] Mr Eletr, and his wife Ms Banuna who also worked for Shorcom, gave evidence in-person in support of the claims that had been made against Mr Corin personally. Mr Corin also gave evidence in-person on his own behalf, defending the claims that had been made against him.

[10] The parties lodged relevant documents and witness statements prior to the investigation meeting.

[11] Mr Corin also lodged an affidavit that set out his personal financial situation. He had prepared this affidavit at the request of the receiver of a company that was in receivership, which Mr Corin had provided personal guarantees to. Mr Corin's affidavit was dated 11 February 2026.

Issues to be determined

[12] The following issues are to be determined:

- (a) Has there been a breach of employment standards regarding Mr Eletr's employment by Shorcom?
- (b) If so, was Mr Corin a person involved in the breach(es) of employment standards that occurred?
- (c) If so, should Mr Eletr be granted leave to pursue Mr Corin personally for any wage arrears or other money that Shorcom has defaulted on paying him?
- (d) What is Mr Eletr owed by Shorcom?
- (e) Should interest be awarded on the money Shorcom still owes Mr Eletr?
- (f) Has Shorcom defaulted on paying Mr Eletr wage arrears and other money?
- (g) If so, should Mr Corin be ordered to personally pay Mr Eletr the wage arrears and other money Shorcom has defaulted paying him?
- (h) Did Shorcom breach Mr Eletr's employment agreement?

- (i) If so, did Mr Corin incite, instigate, aid and/or abet any of the breaches of the Mr Eletr's employment agreement that occurred?
- (j) If so, should a penalty be imposed on Mr Corin under s 134(2) of the Act?
- (k) Should some or all of any penalty imposed be paid to Mr Eletr instead of or as well as the Crown?
- (l) What costs and disbursements should be awarded?

Has there been a breach of employment standards regarding Mr Eletr's employment by Shorcom?

[13] Section 5 of the Act defines "employment standards". For the purposes of this matter, the definition of employment standards includes (but is not limited to):

- (a) The requirements of s 130 of the Act;
- (b) The minimum entitlements and payment for those under the Holidays Act 2003 (the HA03);
- (c) The requirements of ss 81 and 82 of the HA03;
- (d) The provisions of the Wages Protection Act 1983 (the WPA).

[14] Shorcom breached s 130 of the Act and ss 81 and 82 of the HA03 by failing to keep and produce on request Mr Eletr's wage and time records (as required by s 130 of the Act) or holiday and leave records (as required by ss 81 and 82 of the HA03) when his former advocate requested this employment documentation from Mr Corin on 10 February 2025.

[15] Shorcom breached the minimum entitlements, and payment for those, under the HA03 by failing to pay Mr Eletr any holiday pay in the next pay run after his employment ended on 23 December 2024. This breached ss 24, 25 and 27 of the HA03.

[16] Shorcom breached s 4 of the WPA because it failed to pay Mr Eletr's wages without deduction when they became due. Shorcom failed to pay Mr Eletr any wages over the period 4 November to 23 December 2024, even though he had worked his normal full-time hours over that period.

[17] These breaches by Shorcom of the Act, the HA03 and the WPA involved breaches of employment standards.

Is Mr Corin ‘a person involved in the breaches of employment standards’ that have occurred?

[18] Mr Corin worked in the Shorcom business, so he had full visibility on all aspects of its daily operations and financial situation.

[19] As Shorcom’s sole director, Mr Corin was the person who had the overall responsibility for ensuring Shorcom complied with its contractual and statutory obligations. It was up to Mr Corin to take the necessary steps to ensure Shorcom did not breach employment standards, which are minimum code protections for employees.

[20] Mr Corin’s role as Shorcom’s sole director meant it was within his power to have ensured that appropriate steps were taken so that Mr Eletr was paid correctly and on time, and that his request on 10 February 2025 to have his employment documentation (wage and time records and holiday and leave records) produced to him was complied with. However, the fact that it did not occur was Mr Corin’s responsibility.

[21] Section 142W of the Act defines when a person will be involved in a breach of employment standards. Mr Corin meets that legal test.

[22] As the sole director, Mr Corin was an officer of Shorcom. Mr Corin had direct knowledge of the breaches of employment standards that occurred regarding Mr Eletr’s employment. Mr Corin also procured the breaches because they directly resulted from his deliberate decisions and actions. It would have been clear to Mr Corin that Shorcom was engaging in breaches of employment standards regarding Mr Eletr’s employment, however he took no steps to prevent those breaches.

Should Mr Eletr be granted leave to pursue Mr Corin personally for any wage arrears or other money that Shorcom has defaulted on paying him?

[23] Mr Corin said that Shorcom is unable to pay Mr Eletr any of the wage arrears or other money it has been ordered by the Authority to pay him.² He told the Authority Shorcom owed its employees wage arrears amounting to approximately \$300,000.00 and the Inland Revenue (which put Shorcom into liquidation) was owed around \$250,000.00. Mr Corin said Shorcom had no income and no assets.

² *Eletr*, above n1.

[24] Mr Eletr is granted leave under s 142Y(2)(a) of the Act to recover from Mr Corin personally for wage arrears and other money that Shorcom has defaulted on paying Mr Eletr. If leave was not given, then Mr Eletr will not receive any of the money he is still owed.

What is Mr Eletr owed by Shorcom?

[25] On 28 November 2025 Shorcom was ordered to pay Mr Eletr \$18,232.22 consisting of wage arrears and interest up to and including 28 November 2025.³ Mr Eletr was also awarded ongoing interest on any amount that remained outstanding from 29 November 2025 onwards until he had been paid in full.

Should interest be awarded on the money Shorcom still owes Mr Eletr?

[26] Although Shorcom should have paid Mr Eletr \$18,232.22 by 27 December 2025, no payments have been made.

[27] Pursuant to paragraph [14] of the Authority's determination dated 28 November 2025, Shorcom owes Mr Eletr interest of \$153.07 on the outstanding amount of \$18,232.22 from 29 November 2025 to 18 February 2026, being the date of this determination.⁴

[28] Interest continues to run on the outstanding amount Mr Eletr is owed until it has been paid in full. Interest is to be calculated using the Civil Debt Interest Calculator on the Ministry of Justice website.

Has Shorcom defaulted on paying Mr Eletr wage arrears and other money?

[29] Shorcom has defaulted on paying Mr Eletr any of the wage arrears and other money he was awarded by the Authority in its determination dated 28 November 2025.

Should Mr Corin be ordered to personally pay Mr Eletr the wage arrears and other money Shorcom has defaulted paying him?

[30] Pursuant to the requirements of s 142Y(1) of the Act:

- (a) Shorcom has defaulted on paying Mr Eletr the \$18,232.22 plus interest that runs from 29 November 2025 onwards that he was awarded in the

³ *Eletr*, above n1.

⁴ *Eletr*, above n1.

Authority's determination dated 28 November 2025, regarding his wage arrears claim.⁵

- (b) Shorcom's default on paying Mr Eletr his wage arrears plus interest was due to a breach of employment standards having occurred;
- (c) Mr Corin is 'a person involved in the breach of employment standards' that has occurred, within the meaning of s 142W of the Act.

[31] Mr Corin is ordered pursuant to s 142Y of the Act to personally pay Mr Eletr the wage arrears and other money Shorcom has defaulted on paying him.

[32] Accordingly, within 28 days of the date of this determination Mr Corin is ordered to personally pay Mr Eletr \$18,385.29, being \$18,232.22 that he was awarded in the Authority's determination dated 28 November 2026 plus the \$153.07 interest on that outstanding amount that accrued over the period 29 November 2025 to 18 February 2026. Interest is calculated using the Civil Debt Interest Calculator on the Ministry of Justice website.

Did Shorcom breach Mr Eletr's employment agreement?

[33] In accordance with the Authority's determination dated 28 November 2025, Shorcom breached Mr Eletr's employment agreement because it failed to:⁶

- (a) Pay him any wages for seven weeks he had worked in November and December 2024.
- (b) Give him contractual notice or pay in lieu of notice when it made him redundant on 23 December 2024.
- (c) Pay him any holiday pay, which should have been paid to him in the next pay run after his employment ended.

Did Mr Corin incite, instigate, aid and/or abet any of the breaches of the Mr Eletr's employment agreement that occurred?

[34] Clause 9.3 of Mr Eletr's employment agreement required him to be paid weekly via direct transfer into his nominated bank account. Clause 25.3 of Mr Eletr's employment agreement required him to be given four weeks' written notice of

⁵ *Eletr*, above n1.

⁶ *Eletr*, above n1.

termination. Alternatively, clause 25.5 of his employment agreement gave Shorcom the discretion to elect to pay Mr Eletr in lieu for some or all of his notice period.

[35] Mr Corin was directly responsible for Shorcom's failure to pay Mr Eletr in accordance with the provisions of his employment agreement. Mr Corin told the Authority he had made decisions about how Shorcom's funds were to be applied and about which employees would be paid and when that would occur.

[36] Mr Corin therefore aided and abetted Shorcom's breaches of Mr Eletr's employment agreement. Mr Corin was aware Mr Eletr had not been paid because it was his (Mr Corin's) direct actions and decisions that had caused him (Mr Eletr) not to be paid in accordance with the requirements of his employment agreement.

[37] Knowing that Mr Eletr's employment agreement was being breached, Mr Corin failed to take the necessary steps to ensure these breaches were addressed and remedied in a timely manner. Mr Eletr has still not been paid for hours he worked in November and December 2024 or for the unpaid notice and annual holiday entitlements that he should have received by the end of December 2024.

[38] Mr Corin confirmed to the Authority that from 23 December 2024 until last week Shorcom had continued (under his instruction) paying for expenses such as wages for other employees who had remained employed, legal fees, rent, leases and the like. Mr Corin therefore decided how the funds Shorcom received were to be applied, which did not include paying Mr Eletr the money he was owed.

Should a penalty be imposed on Mr Corin under s 134(2) of the Act?

[39] Section 134(2) of the Act provides that a penalty can be imposed on any person who has incited, instigated, aided or abetted any breach of an employment agreement.

[40] Mr Corin incited, instigated, aided and abetted Shorcom's breaches of Mr Eletr's employment agreement. It is appropriate to impose a penalty on Mr Corin under s 134(2) of the Act to punish him and to deter him from engaging in such actions in future. A penalty is also required to signal disapproval of Mr Corin's actions and more generally to deter other directors who may be inclined to engage in similar breaches in future.

[41] The failure to pay Mr Eletr for hours he had worked occurred from 4 November 2024 to 23 December 2024 has still not been remedied approximately 14 months later.

The breaches caused by the failure to pay Mr Eletr in lieu of notice or any annual holiday entitlements occurred in the next pay run after 23 December 2024 were breaches that occurred the last week of December 2024, but which have still not been remedied almost 14 months later.

[42] Section 133A of the Act sets out the factors the Authority must consider when it is assessing penalties. Based on these factors, Mr Corin is ordered to pay one globalised penalty under s 134(2) of \$1,500.00 for all of the breaches of Mr Eletr's employment agreement he incited, instigated, aided and/or abetted.

[43] The breaches of Mr Eletr's employment agreement have had a seriously detrimental effect on him. Mr Eletr's wife (Ms Kissmat Banuna) also worked for Shorcom in 2024. At the same time Shorcom failed to pay Ms Banuna for the hours she had worked it also failed to pay Mr Eletr for the hours he had worked. This adversely affected their family and put them under significant and serious financial pressure.

[44] Mr Eletr and his wife Ms Banuna both gave evidence and produced documents to support their evidence of the significant hardship they had experienced due to Shorcom's breaches of employment standards and of their employment agreements.

[45] The day before Christmas Mr Eletr and his wife both unexpectedly found themselves with no jobs, no income coming into their household, no notice pay, no holiday pay and they were both owed wage arrears for seven weeks' work they had done but had not been paid for. They have both suffered as a result of these breaches and they have still not been paid any of the money they are owed.

[46] Mr Eletr and his wife were shocked to be told in a phone call on 22 December 2023 that they had both been made redundant without notice, which was confirmed by a letter Mr Corin emailed to them on 23 December 2024. This was particularly distressing as Mr Corin had recently persuaded Mr Eletr to decline a job offer.

[47] In late October 2024 Mr Eletr was offered employment at double the salary he had with Shorcom. He spoke to Mr Corin about this offer, which Mr Corin persuaded him not to accept. Mr Eletr told the Authority if he had known he was not going to get paid for hours he had worked or that there was a risk he would be made redundant at the end of 2024 then he would have accepted the new job offer.

[48] On 16 April 2024, Mr Corin had a \$1,000.00 penalty imposed on him personally under s 134(2) of the Act for aiding and abetting breaches of an employee's employment agreement by the employer company, Longevity Construction Limited (Longevity), which Mr Corin was the sole director of.⁷

[49] Mr Corin has challenged this determination, but the challenge has not yet been set down for hearing by the Employment Court. However, the Authority notes that the breaches by Longevity were caused by Mr Corin's deliberate decisions and actions.⁸ Longevity had also failed to pay an employee correctly or on time. An unlawful deduction had also been made by Longevity, on Mr Corin's direction, from that employee's wages in breach of the WPA.

[50] The breaches in the Longevity occurred in February 2024, so they pre-dated the breaches that occurred in Mr Eletr's case, as the breaches of his employment agreement occurred from 4 November to December 2024 onwards.

Should some or all of the penalty be paid to Mr Eletr?

[51] Mr Eletr has gone to the time and expense of bringing these breaches to the Authority's attention. It is therefore appropriate that he receive \$1,000.00 of the total penalty that has been imposed on Mr Corin. The remaining \$500.00 of the total penalty imposed is to be paid by Mr Corin directly to the Crown bank account.

What costs and disbursements should be awarded?

[52] Mr Eletr as the successful party is entitled to a contribution towards his actual legal costs and to have his filing fee of \$71.55 reimbursed.

[53] Although Mr Eletr has been self-represented since 24 November 2025, he was represented by an advocate prior to that. Mr Eletr produced invoices that showed he had incurred actual legal costs of \$16,326.03. This amount included \$3,450.00 for attending mediation, which is not recoverable.

[54] Within 28 days of the date of this determination, Mr Corin is ordered to contribute \$2,000.00 towards Mr Eletr's actual legal costs. Mr Corin is also ordered to reimburse Eletr \$71.55 for his filing fee. The amount of costs awarded to Mr Eletr

⁷ *van Heerden v Longevity Construction Ltd & Corin* [2025] NZERA 217, at [45]-[51] and [120].

⁸ *Longevity*, above n7.

represents a pro-rata proportion of the Authority's notional daily tariff, which is currently \$4,500.00 for the first day of an investigation.

Orders

[55] Within 28 days of the date of this determination, Mr Corin is ordered to pay Mr Eletr \$21,456.84 consisting of :

- (a) \$18,232.22 wage arrears plus interest up to 28 November 2025 that Shorcom has defaulted on paying him.
- (b) \$153.07 interest on the outstanding amount of \$14,145.26 for the period 29 November 2025 to 18 February 2026 that Shorcom has defaulted on paying him.
- (c) \$1,000.00 of the penalty imposed on Mr Corin under s 134(2) of the Act.
- (d) \$2,000.00 contribution towards Mr Eletr's actual legal costs for these proceedings.
- (e) \$71.55 to reimburse Mr Eletr's filing fee for this matter.

[56] Mr Corin is ordered to pay interest on any amount of the \$18,385.29 (being \$18,232.22 awarded in the 28 November 2025 determination plus \$153.07 interest awarded in this determination) that remains outstanding from 19 February 2026 onwards until this amount plus all interest on it has been paid to Mr Eletr in full. Interest is to be calculated using the Civil Debt Interest Calculator on the Ministry of Justice website.

[57] Within 28 days of the date of this determination, Mr Corin is ordered to pay directly to the Crown bank account the \$500.00 balance of the penalty imposed on him under s 134(2) of the Act.

Other

[58] At the conclusion of the investigation meeting, the Authority gave the parties a preliminary indication of the findings that would be made on the issues to be determined. Mr Corin said he would be challenging this determination, so he was not going to pay Mr Eletr anything.

[59] A challenge does not operate as a stay of the Authority's determination. Mr Corin would need to apply to Employment Court for a stay of this determination.

[60] Accordingly, if Mr Corin fails to pay Mr Eletr the \$21,456.84 plus the ongoing interest awarded in this determination by 19 March 2026, then he may apply to the Authority for a compliance order requiring him to comply with the orders made in this determination.

Rachel Larmer
Member of the Employment Relations Authority