

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
AUCKLAND**

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

[2026] NZERA 85  
3356283

BETWEEN	KISSMAT BANUNA Applicants
AND	SHORCOM LIMITED (IN LIQUIDATION) First Respondent
AND	ANTHONY CORIN Second Respondent

Member of Authority: Rachel Larmer

Representatives: Applicant in person  
Anthony Corin for the Respondents

Investigation meeting: 17 February 2026 in Auckland

Date of determination: 18 February 2026

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**DETERMINATION OF THE AUTHORITY**

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**Employment relationship problem**

[1] The applicant, Ms Kissmat Banuna, was employed as a fulltime Office Administrator by the first respondent, Shorcom Limited (in Liquidation) (“Shorcom”), from 3 April 2024 until she was made redundant on 23 December 2024.

[2] Ms Banuna claimed that Shorcom:

- (a) Owed her wage arrears, because she had not been paid for hours she had worked and had not received notice pay or annual holiday entitlements when her employment ended.
- (b) Breached her employment agreement by failing to pay her correctly or on time.
- (c) Breached its good faith obligations to her.

- (d) Breached the Wages Protection Act 1983 (the WPA) by failing to pay her anything for the hours she had worked from 20 October to 23 Decem2024.
- (e) Breached s 130 of the Employment Relations Act 2000 (the Act) by failing to keep or provide her with copies of her 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 her holiday and leave records when requested.
- (g) Unjustifiably disadvantaged her.
- (h) Unjustifiably dismissed her by making her redundant without notice on 23 December 2024.

[3] Ms Banuna's wage arrears claims against Shorcom were determined by the Authority on 28 November 2025.<sup>1</sup> Ms Banuna's remaining substantive claims against Shorcom were due to be investigated at an in-person investigation meeting on 17 February 2026.

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

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

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

[7] The Authority's instigation meeting involved these claims against Mr Corin.

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<sup>1</sup> *Banuna v Shorcom and Corin* [2025] NZERA 770.

## **The Authority's investigation**

[8] Ms Banuna and her husband, Mr Mahmoud Eletr 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.

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

[10] 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**

[11] The following issues are to be determined:

- (a) Has there been a breach of employment standards regarding Ms Banuna'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 Ms Banuna be granted leave to recover from Mr Corin personally any wage arrears or other money that Shorcom has defaulted on paying her?
- (d) What is Ms Banuna owed by Shorcom?
- (e) Should interest be awarded on the money Shorcom still owes Ms Banuna?
- (f) Has Shorcom defaulted on paying Ms Banuna wage arrears and other money?
- (g) If so, should Mr Corin be ordered to personally pay Ms Banuna the wage arrears and other money Shorcom has defaulted paying her?
- (h) Did Shorcom breach Ms Banuna's employment agreement?

- (i) If so, did Mr Corin incite, instigate, aid and/or abet any of the breaches of the Ms Banuna'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 Ms Banuna 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 Ms Banuna's employment by Shorcom?**

[12] 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).

[13] Shorcom breached s 130 of the Act and ss 81 and 82 of the HA03 by failing to keep and produce on request Ms Banuna'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 her former advocate requested this employment documentation from Mr Corin on 10 February 2025.

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

[15] Shorcom breached s 4 of the WPA because it failed to pay Ms Banuna's wages without deduction when they became due. Shorcom failed to pay Ms Banuna any wages over the period 20 October to 23 December 2024, even though she had worked her normal full-time hours over that period.

[16] 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?**

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

[18] 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.

[19] 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 Ms Banuna was paid correctly and on time, and that her request on 10 February 2025 to be provided with her employment documentation (wage and time records and holiday and leave records) was complied with. However, the fact that did not occur was Mr Corin’s responsibility.

[20] Section 142W of the Act defines when a person will be involved in a breach of employment standards. Mr Corin meets that legal test. As the sole director, Mr Corin was an officer of Shorcom.

[21] Mr Corin had direct knowledge of the breaches of employment standards that occurred regarding Ms Banuna’s employment. Mr Corin caused these breaches because it was due to his decisions and actions that the breaches of employment standards occurred. Mr Corin clearly knew these breaches were occurring but did not take appropriate steps to have Shorcom to remedy them.

**Should Ms Banuna be granted leave to pursue Mr Corin personally for any wage arrears or other money that Shorcom has defaulted on paying her?**

[22] Mr Corin said that Shorcom is unable to pay Ms Banuna any of the wage arrears or other money it has been ordered by the Authority to pay her.<sup>2</sup> He told the Authority Shorcom owed its employees wage arrears of approximately \$300,000.00 and the Inland Revenue (which put Shorcom into liquidation) around \$250,000.00. Mr Corin also said Shorcom had no income and no assets.

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<sup>2</sup> *Banuna*, above n1.

[23] Ms Banuna is granted leave under s 142Y(2)(a) of the Act to pursue Mr Corin personally for wage arrears and other money Shorcom has defaulted on paying her. If leave was not given, then Ms Banuna will not receive any of the money she is still owed.

**What is Ms Banuna owed by Shorcom?**

[24] On 28 November 2025 Shorcom was ordered to pay Ms Banuna \$14,145.26 consisting of wage arrears and interest up to and including 28 November 2025. She was also awarded ongoing interest on any amount that remained outstanding from 29 November 2025 onwards until she had been paid in full.

**Should interest be awarded on the money Shorcom still owes Ms Banuna?**

[25] Although Shorcom should have paid Ms Banuna \$14,145.26 by 27 December 2025, no payments have been made.

[26] Pursuant to paragraph [14] of the Authority's determination dated 28 November 2025, Shorcom owes Ms Banuna interest of \$118.76 on the outstanding amount of \$14,145.26 from 29 November 2025 to 18 February 2026, being the date of this determination.<sup>3</sup>

[27] Interest continues to run on the outstanding amount Ms Banuna 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 Ms Banuna wage arrears and other money?**

[28] Shorcom has defaulted on paying Ms Banuna any of the wage arrears and other money she was awarded by the Authority in its 28 November 2025 determination.

**Should Mr Corin be ordered to personally pay Ms Banuna the wage arrears and other money Shorcom has defaulted paying her?**

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

- (a) Shorcom has defaulted on paying Ms Banuna the \$14,145.26 plus interest to run from 29 November 2025 onwards that she was awarded

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<sup>3</sup> *Banuna*, above n1.

in the Authority's determination dated 28 November 2025, regarding her wage arrears claim.<sup>4</sup>

- (b) Shorcom's default on paying Ms Banuna her 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.

[30] Mr Corin is ordered pursuant to s 142Y of the Act to personally pay Ms Banuna the wage arrears and other money Shorcom has defaulted on paying her.

[31] Accordingly, within 28 days of the date of this determination Mr Corin is ordered to pay Ms Banuna \$14,264.02, being \$14,145.26 that she was awarded in the Authority's determination dated 28 November 2026 plus the 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 Ms Banuna's employment agreement?**

[32] As per the Authority's determination dated 28 November 2025, Shorcom breached Ms Banuna's employment agreement because it failed to:<sup>5</sup>

- (a) Pay her any wages for the work she did from 20 October to 23 December 2024.
- (b) Give her contractual notice or pay in lieu of notice when it made her redundant on 23 December 2024.
- (c) Pay her any holiday pay, which she should have been paid by the end of December 2024.

#### **Did Mr Corin incite, instigate, aid or abet any of the breaches of the Ms Banuna's employment agreement that occurred?**

[33] Clause 11.3 of Ms Banuna's employment agreement required her to be paid weekly by direct transfer into her nominated bank account. Clause 27.3 of Ms Banuna's employment agreement required her to be given four weeks' written notice of

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<sup>4</sup> *Banuna*, above n1.

<sup>5</sup> *Banuna*, above n1.

termination. Alternatively, clause 27.5 of the employment agreement permitted Shorcom to at its discretion pay Ms Banuna in lieu of some or all of her notice period.

[34] Mr Corin was directly responsible for Shorcom's failure to pay Ms Banuna in accordance with the provisions of her employment agreement. He made decisions about how Shorcom's funds were to be applied and about which employees would be paid and when that would occur.

[35] Mr Corin therefore personally aided and abetted Shorcom's breaches of Ms Banuna's employment agreement. He was aware Ms Banuna had not been paid because it was his direct actions and decisions that had caused her not to be paid in accordance with the requirements of her employment agreement.

[36] Knowing that Ms Banuna'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. Ms Banuna has still not been paid for hours she worked in October, November and December 2024 or for unpaid notice and annual holiday entitlements she should have received by the end of December 2024.

[37] 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 decided how the funds Shorcom received were to be applied, that did include paying Ms Banuna what she is owed.

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

[38] 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.

[39] Mr Corin incited, instigated, aided and abetted Shorcom's breaches of Ms Banuna's employment agreement. It is appropriate to impose a penalty on Mr Corin under s 134(2) of the Act to punish him for that and to deter him for acting like that 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.

[40] The failure to pay Ms Banuna for hours she had worked occurred from 20 October 2024 to 23 December 2024 and that has still not been remedied approximately

15 months later. The breaches caused by the failure to pay Ms Banuna in lieu of notice or any annual holiday entitlements when her employment ended occurred in the next pay run after 23 December 2024. These breaches that occurred in the last week of December 2024 have still not been remedied almost 14 months later.

[41] 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 Ms Banuna's employment agreement he incited, instigated, aided and/or abetted.

[42] The breaches of Ms Banuna's employment agreement have had a seriously detrimental effect on her. Ms Banuna's husband, Mr Mahmoud Eletr who also worked for Shorcom, was also not paid wages for hours he had worked in November and December 2024. Mr Eletr was also made redundant without notice on 23 December 2024 and he has also still not received any holiday pay or notice pay, which should have been paid to him by the end of December 2024.

[43] The breaches of Ms Banuna's employment agreement that Mr Corin aided and abetted left her and her family with no income coming into their household the day before Christmas 2024. The adverse impact of these breaches was compounded by Shorcom's failure to pay Ms Banuna for the hours she had worked from 20 October to 23 December 2024 and to pay her husband from 4 November to 23 December 2024. Mr Corin knew about this but did nothing to remedy it.

[44] These breaches of Ms Banuna's employment agreement caused her and her family to experience significant financial pressure and problems. Ms Banuna had to sell items including her jewellery due to the breaches of her employment agreement that Mr Corin aided and abetted Shorcom to do.

[45] 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.<sup>6</sup>

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<sup>6</sup> *van Heerden v Longevity Construction Ltd & Corin* [2025] NZERA 217, at [45]-[51] and [120].

[46] Mr Corin has challenged the Authority's *Longevity* determination, but the challenge has not yet been set down for hearing by the Employment Court.<sup>7</sup> However, the Authority notes that the breaches in *Longevity* were caused by Mr Corin's deliberate decisions and actions. 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.

[47] The breaches in the Longevity occurred in February 2024, so they pre-dated the breaches that occurred in Ms Banuna's case, as the breaches of her employment agreement occurred from 20 October to December 2024.

#### **Should some or all of the penalty be paid to Ms Banuna?**

[48] Ms Banuna has gone to the time and expense of bringing these breaches to the Authority's attention. It is therefore appropriate that she be paid \$1,000.00 of the total penalty that has been imposed won 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?**

[49] Ms Banuna as the successful party is entitled to a contribution towards her actual legal costs and to have her filing fee of \$71.55 reimbursed.

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

[51] Within 28 days of the date of this determination, Mr Corin is ordered to contribute \$2,000.00 towards Ms Banuna's actual legal costs and he is ordered to reimburse her \$71.55 for her filing fee. The level of costs awarded represents a pro-rata proportion of the Authority's notional daily tariff, which is currently \$4,500.00.

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<sup>7</sup> *van Heerden v Longevity Construction Ltd & Corin* [2025] NZERA 217.

## **Orders**

[52] Within 28 days of the date of this determination, Mr Corin is ordered to pay Ms Banuna \$17,335.57 consisting of:

- (a) \$14,145.26 wage arrears plus interest up to 28 November 2025 that Shorcom has defaulted on paying her.
- (b) \$118.76 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 her.
- (c) \$1,000.00 of the penalty imposed under 134(2) of the Act.
- (d) \$2,000.00 contribution towards Ms Banuna's actual legal costs for these proceedings.
- (e) \$71.55 to reimburse her filing fee for these proceedings.

[53] Mr Corin is ordered to pay interest on any amount of the \$14,264.02 (being \$14,145.26 awarded in the 28 November 2024 determination plus \$118.76 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 Ms Banuna in full. Interest is to be calculated using the Civil Debt Interest Calculator on the Ministry of Justice website.

[54] 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 total penalty imposed on under 134(2) of the Act.

## **Other**

[55] 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 Ms Banuna anything.

[56] 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.

[57] Accordingly, if Mr Corin fails to pay Ms Banuna the \$17,335.57 plus ongoing interest from 19 February 2026 onwards that she has been awarded in this determination in full by 19 March 2026, then she 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