

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
AUCKLAND**

[2014] NZERA Auckland 23  
5411150

BETWEEN

JYOTI PATEL  
Applicant

AND

ADAMAR HOLDINGS  
LIMITED  
First Respondent

ADAMAR NO 1 LIMITED  
Second Respondent

Member of Authority: R A Monaghan

Representatives: J Goodall, counsel for applicant  
Hon M Robson, counsel for respondents

Investigation meeting: 9 and 10 September and 29 October 2013

Additional information provided: 4 December 2013

Additional submissions received: 4 December 2013 from the applicant  
5 December 2013 from the respondent

Determination 23 January 2014

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**DETERMINATION OF THE AUTHORITY**

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**A. Adamar No 1 Limited breached the parties' employment agreement and is ordered to pay to Jyoti Patel:**

- (a) \$11,250, less the amount earned during the first three months of employment, in unpaid wages;**
- (b) holiday pay on the resulting amount;**
- (c) payment for leave not taken at the date of termination of employment, calculated in accordance with the Holidays Act 2003; and**
- (d) interest on the above amounts, calculated at 5% pa from the date of termination of employment to the date of payment.**

- B. Adamar No 1 Limited affected Jyoti's employment to her disadvantage by its unjustified action in suspending her, and is ordered to pay \$500 to her as compensation for injury to her feelings.**
- C. Adamar No 1 Limited dismissed Jyoti Patel unjustifiably and is ordered to pay to her:**
- (a) one week's lost remuneration, plus 12 weeks' remuneration calculated as the difference between what she would have earned, and what she earned over that period in her new employment; and**
  - (b) \$10,000 as compensation for injury to her feelings.**
- D. Costs are reserved**

### **Employment relationship problem**

[1] Jyoti Patel's partner, Raj Patel operated and managed the Nando's Takapuna food outlet through a company of which he was the director and shareholder. By 2011 the company was in financial difficulty, and it eventually went into liquidation on 12 October 2011.

[2] A patron of the business, Corrado Ramada - who also considered himself a friend of Mr Patel's - offered to invest in the business. Mr Ramada advanced a series of loans, which were later to be repaid by one of his companies' purchase of the business assets. An agreement for the purchase was signed on 26 August 2011 and Mr Ramada's company took over the running of the business from the date of liquidation. Mr Patel, Mr Ramada and the owner of Nando's Henderson had already entered into an arrangement which led to one of Mr Ramada's companies purchasing Nando's Henderson in November 2011. A purchase of Nando's Glenfield by one of the companies was completed in July 2012. Mr Patel says the ongoing negotiations encompassed an interest for him in those businesses.

[3] Ms Patel began employment at Nando's Takapuna on 4 November 2011. The parties dispute whether she was employed as a crew member at Takapuna on the minimum hourly rate, or as a manager on a salary of \$45,000 pa and with responsibility for all three Nando's outlets. From the outset Ms Patel worked as a crew member at Takapuna and was paid at the minimum hourly rate. She did not carry out a manager's duties. Another employee at Takapuna, Sumit Baliyan, acted as

manager commencing on an unspecified date in late 2011. He signed a written employment agreement as manager in mid 2012. Managers were also appointed to the Henderson and later the Glenfield outlets.

[4] Ms Patel says the agreement to employ her as manager on a salary of \$45,000 pa was breached. She seeks arrears of wages, together with holiday pay on that amount. She also seeks holiday pay owed on the termination of her employment.

[5] Not only do the parties' account of the pre-agreement negotiations conflict, two differing written employment agreements were produced in the Authority.

[6] The agreement relied on by Ms Patel expresses the terms she asserts. The execution clause was signed by both parties. The agreement relied on by the employer expresses the terms Mr Ramada asserts. It was not signed, and both Ms Patel and Mr Patel were unaware of it until it was produced in the Authority.

[7] Mr Ramada alleges strongly that the employment agreement on which Ms Patel relies was procured by fraud. He did not clearly articulate the nature of the fraud, but it involved a misrepresentation of Ms Patel's true employed position for purposes of her associated application for a variation to her work visa. The true agreement is contained in the document on which he now relies.

[8] By the end of 2011 disputes had arisen between Mr Patel and Mr Ramada. At the same time Ms Patel felt excluded and was unhappy at work. In December 2011 a person assisting the Patels conveyed to Mr Ramada Ms Patel's offer to resign, if she received two weeks' payment in lieu of notice. The question of payment prompted Mr Ramada to seek a copy of the employment agreement to identify whether it contained a 90-day trial provision of the kind provided for in s 67A of the Employment Relations Act 2000. He was advised, correctly, that the signed original had been forwarded to Immigration New Zealand (INZ) in support of Ms Patel's application for a variation to her work visa.

[9] Although a firm of solicitors had prepared both of the agreements, Mr Ramada took the view that he did not have his own signed copy of the agreement relied on by Ms Patel, and was suspicious about what he considered his lack of access to it. He did not pursue the matter with Ms Patel at the time. Nor was the offer of Ms Patel's resignation acted on.

[10] Mr Ramada's suspicions were not raised formally with Ms Patel until later in 2012.

[11] A confused series of attempts were made to meet in September and October 2012. When the attempts were unsuccessful, by letter dated 10 October 2012 Ms Patel was suspended pending an investigation '*into some inconsistencies relating to your employment agreement*'. Ms Patel has raised a personal grievance on the ground that the suspension was an unjustified action which disadvantaged her in her employment.

[12] The original signed agreement was still held by INZ. Ms Patel approached INZ to obtain it, but it was not available by the meeting date of 12 October sought in the letter of suspension.

[13] No meeting proceeded.

[14] By letter dated 25 October 2012 Ms Patel was informed she was dismissed on the grounds that: her '*employment relationship is incompatible with the work culture and work relations with Nando's staff*'; her continued employment would lead to '*further conflict in the business*'; and she had disobeyed instructions several times. The letter also provided three weeks' notice of the termination.

[15] Ms Patel has raised a personal grievance on the ground of unjustified dismissal.

[16] The issues are:

- (a) what were the terms of Ms Patel's employment regarding the position to which she was employed and her rate of remuneration;
- (b) is she owed monies including underpaid wages and holiday pay in respect of that agreement;
- (c) was Ms Patel's suspension justified;
- (d) if so, what is her remedy;
- (e) was Ms Patel's dismissal the action a fair and reasonable employer could have taken in the circumstances at the time; and
- (f) if so, what is her remedy.

**Preliminary matter**

[17] Both Adamar Holdings Limited (AHL) and Adamar No 1 Limited (ANo1) were cited as respondents. AHL was identified as the employer in the employment agreement, but ANo1 said it was Ms Patel's employer. Mr Ramada is the director and shareholder of ANo1<sup>1</sup>. Relying on Mr Robson's confirmation on behalf of his client that ANo1 was trading as Nando's Takapuna, Mr Goodall accepted on behalf of his client that ANo1 was the employer.

[18] AHL has in any event been struck off the companies office register.

[19] I find ANo1 was the employer and proceed accordingly.

**What were the terms of employment**

## 1. Background

[20] Between October 2009 and October 2011 Ms Patel was employed as a delicatessen assistant in a supermarket, although she had been in New Zealand on a student visa and obtained some qualifications in management. The employment was full-time and paid at the rate of \$13 per hour. Ms Patel obtained a work visa in respect of the supermarket position, which was to expire on 21 October 2012.

[21] Mr Ramada said Mr Patel approached him in October 2011 asking if Ms Patel could work at Nando's because the couple needed money. Mr Ramada agreed, but otherwise nothing in his evidence indicated there was any detailed discussion between the two men regarding the terms of Ms Patel's employment, let alone any negotiation directly with Ms Patel. Mr Ramada's evidence was only that he had employed Sumit Baliyan to be the manager at Takapuna and that Mr and Ms Patel 'knew' Ms Patel would be employed as a crew member.

[22] Ms Patel said that in August 2011 Mr Ramada approached her at the supermarket where she worked. He asked her to come to work at Nando's, and told her she would be a salaried manager. He also told her he intended to purchase Nando's Henderson and Nando's Glenfield, and her duties would extend to those

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<sup>1</sup> He was also the director and majority shareholder in AHL.

outlets. She accepted the offer of employment on those terms, and left the completion of a written employment agreement to Mr Patel and Mr Ramada.

[23] Ms Patel resigned from the supermarket position to commence employment at Nando's, but it was necessary to obtain the variation to the conditions of her work visa which is associated with Mr Ramada's fraud allegation. She duly obtained a variation permitting her to work as a 'restaurant operational and duty manager' at the three Nando's outlets.

[24] On 14 October 2011 Messrs Patel and Ramada attended together on a firm of solicitors to discuss aspects of their business arrangement, including the preparation of employment agreements for employees at Takapuna. Mr Patel subsequently provided the solicitors with a proposed draft which identified Ms Patel's position as 'restaurant operational and duty manager' and specified a salary of \$45,000 pa. The solicitors updated and redrafted the agreement, still describing Ms Patel's position as manager covering all three outlets and including the salary of \$45,000 pa. This draft was provided by emailed attachment to Mr Patel and Mr Ramada.

[25] There was nothing inappropriate about that procedure. Regardless of what Mr Patel had put to the solicitors, if the solicitors' draft did not reflect Mr Ramada's intention or his understanding of what was agreed, he could and should have said so. However Mr Ramada said in evidence that he did not read the draft.

[26] When Mr Patel read the solicitors' draft he approached the solicitors - but not Mr Ramada - seeking certain amendments not affecting the key disputed provisions. The solicitors incorporated the amendments and, by attachment to an email message dated 25 October 2011, provided a final draft of the agreement to Mr Patel and Mr Ramada.

[27] Mr Ramada's allegation of fraud involves assertions to the effect that he did not see the final draft and was later prevented from seeing the signed document. However it is clear that an attempt was made to provide the final draft to him. Mr Patel was a recipient of the same emailed message, together with its attachment.

[28] Mr Patel collected from the solicitors' office an original hard copy version of the final draft, together with a covering letter of offer which also described Ms Patel's position as that of manager.

[29] Mr Ramada visited the Patels' home on 27 October to sign the documents. He said he was given only one piece of paper to sign – namely the last page of what he assumed to be the agreement, where the execution clause was found. He was not given the rest of the agreement or the corresponding letter of offer,<sup>2</sup> and the documents were not otherwise to hand. He alleges this was done in an attempt to hide the contents. He said in evidence that he asked if the solicitors had 'made the changes', to which Mr Patel replied 'yes'. He then signed the last page without raising any further queries.

[30] Mr and Ms Patel disputed that account in that the entire agreement was present on the table, together with Ms Patel's immigration forms, and could have been viewed. There was no discussion about the documents or about changes.

[31] I find the Patels' account inherently more likely. They could reasonably assume Mr Ramada had seen the full agreement. If they happened only to proffer the last page for signature that would not be wise, but it would be for Mr Ramada to insist on viewing the rest of the document. Mr Ramada was responsible for his failure to read through the entire document before signing.

[32] As for the unsigned agreement on which Mr Ramada relies, elsewhere in his evidence he said that, when he saw the content of the final draft he contacted the solicitors requiring the changes on which he now relies. On the evidence of the solicitor involved, the changes Mr Ramada sought were probably made on 28 October when another draft was prepared. Precisely when Mr Ramada asked the solicitor to make the changes was not clear, but it is likely to be on 27 or 28 October. Mr Ramada had probably read the draft of the document he signed by the time he affixed his signature. If not, then he read it within the next day.

[33] Extraordinarily, no mention was made of the further redrafted document to Mr or Ms Patel, and the document was simply held in the solicitors' offices. Neither the solicitor nor Mr Ramada made any attempt to draw the document to the attention of Mr or Ms Patel or even to raise Mr Ramada's changes with them.

[34] Mr Ramada did say in evidence that he asked Mr Patel on 27 October whether 'the changes' had been made, and was told 'yes'. If that occurred, Mr Ramada should

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<sup>2</sup> The letter of offer was presented to INZ without the employer's signature, but the absence of a signature was not queried.

have been more specific about the changes to which he was referring. Otherwise the reply of 'yes' was true in that Mr Patel's changes had been made, and not only was Mr Patel unaware of any other changes, there was no reason why he would know of them.

[35] There was no evidence of any intention on the Patels' part to misrepresent Ms Patel's employment status for the purposes of the variation to her work visa or for any other purpose. Nor do I accept there was any attempt to trick Mr Ramada into signing the agreement on which Ms Patel relies. There were no reasonable grounds for Mr Ramada's dogged insistence on fraud by the Patels.

## 2. The terms of employment

[36] The following questions arise when determining the terms of employment:

- is the signed agreement a valid and enforceable document;
- does the document record the terms of the parties' agreement;
- did Ms Patel, by her conduct during the employment relationship, consent to any variation of the terms of the agreement.

[37] On the face of the matter the terms of the agreement are as contained in the signed agreement relied on by Ms Patel.

[38] Secondly, to the extent that Mr Ramada would say the document does not contain the terms actually agreed, I resolve that matter by preferring Ms Patel's account of the negotiations. I do so because:

- she already had a work visa and a fulltime position in the supermarket, so there was no advantage in moving to employment at Nando's on essentially similar terms and conditions;
- the prospect of a higher rate of pay and a management position would amount to a reason to move; and
- the purchase of two further Nando's outlets was anticipated by October 2011 even if not completed, so the reference to them in the employment agreement is not fatal to Ms Patel's argument.

[39] Thirdly, when Mr Patel prepared and submitted a proposed draft of an employment agreement for Ms Patel, he did the same in respect of Mr Baliyan. Mr Baliyan was then an existing employee whom Mr Patel described in evidence as a kitchen hand. The draft agreement and position description Mr Patel provided was not raised again with him. For his part Mr Baliyan did not sign a written agreement at the time, and the evidence about how he came to take the role of manager was vague. Despite this Mr Baliyan began carrying out managerial duties relatively shortly after the commencement of Ms Patel's employment. Ms Patel became aware of this, and also became aware that she was not being paid the salary she says was agreed. She did not take any action.

[40] Mr Patel commented to Mr Ramada in January 2012 that the manager's position had been taken away from Ms Patel. Again Ms Patel did not make any approach of her own at the time, although she raised other protests in August and September 2012.

[41] Ms Patel did not consent expressly to the terms of employment relied on by ANo1. However ANo1's insistence on fraud meant it paid little attention to whether Ms Patel's conduct amounted to her consent to those terms. Consent can be implied from conduct when the conduct amounts to an affirmation of what is being done.<sup>3</sup> Mere acquiescence does not mean the change has been accepted or that the new terms are binding.<sup>4</sup>

[42] I find the circumstances at the commencement of Ms Patel's employment forced her to acquiesce in the changed terms of employment, but did not go far enough to amount to consent to the change.

[43] By the same token, there must come a point where the parties have cooperated on apparently new terms with such constancy that the new terms can be considered affirmed. Ms Patel could not continue indefinitely to work and be paid as a crewmember, and without seeking to insist on or enforce her entitlements as a salaried manager.

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<sup>3</sup> See a discussion of the difference between consent and acquiescence in *Cashmere Capital Ltd v Carroll & Ors* [2009] NZSC 123

<sup>4</sup> *NZ Fisheries Limited v Napier City Council* (1990) 1 NZConvC 190,342 (CA)

[44] By January 2012 Ms Patel was aware she was not being paid or employed as a manager, although she did nothing on her own account to address the matter. There was a submission that she was constrained by her visa status, but the constraint was not as limiting for her as such constraints have the potential to be. I say that because a suggestion that Ms Patel resign had already been conveyed, and because Ms Patel sought and obtained a visa on other grounds after her employment at Nando's Takapuna ended.

[45] In the circumstances I consider three months was a sufficient period for Ms Patel to decide whether to continue to work under the new conditions. In continuing to work after that period, she had consented to work under those conditions.

## 2. Is Ms Patel entitled to unpaid wages and holiday pay

[46] ANo1 breached the terms of the employment agreement for the first three months of Ms Patel's employment, before her consent to a change could be implied.

[47] ANo1 is ordered to pay arrears of wages to Ms Patel calculated as:

[\$45,000 x  $\frac{1}{4}$ ] less the amount earned during the first three months of employment, being  
\$11,250 less the amount earned during the first three months of employment.

[48] ANo1 is ordered to pay holiday pay to Ms Patel in respect of this amount.

[49] Pay records produced to the Authority showed Ms Patel's leave balance on termination of employment was 76.89 hours. Ms Patel said she was not paid holiday pay on the termination of her employment, and had not taken any annual leave. She is entitled to be paid for her untaken leave in accordance with the Holidays Act 2003. I order accordingly.

[50] Leave is reserved to apply to the Authority to fix the amount owed if the parties are unable to agree on it.

[51] ANo1 is ordered to pay interest on the above amounts, calculated at 5% pa from the date of termination of employment to the date of payment.

## Justification for the suspension

### 1. Background

[52] In or about July 2012 Mr Ramada employed Chris Rowe to act as operations manager with overall responsibility for the three Nando's outlets. Mr Rowe's evidence was that he attempted unsuccessfully to meet with Ms Patel in September 2012 in order to discuss her 'visa status'. He had seen a copy of her visa and noted it recorded her employment as 'restaurant operational and duty manager'. Unsurprisingly that was news to him. Unfortunately he had been made aware of the allegations of fraud and sought to pursue the matter in that context. He asked for a copy of the employment agreement, apparently unaware: Mr Patel had advised Mr Baliyan in December 2011 that the original signed version was sent to INZ; the solicitor retained an unsigned version; and of the circumstances in which the agreement ANo1 says is the true agreement was prepared.

[53] Mr Baliyan was also involved in the attempts to meet, and had approached Ms Patel for a meeting on or about 14 September. There was an unhelpful debate about Ms Patel's representation, and following an exchange with Mr Ramada on or about 19 September Ms Patel expressed concern at what she said was a threat to send her back to India based on her visa status. Mr Rowe stepped in, and on 21 September asked Ms Patel for a 'chat'. Ms Patel responded saying she: was afraid of further threats; did not know who Mr Rowe was; and wanted a representative to be present.

[54] The outcome was the 10 October letter of suspension. It was prepared because of the *'inconsistencies surrounding [Ms Patel's] employment agreement'* and because her *'hostile comments in relation to her visa status and immigration seemed suspect.'* It said Ms Patel's *'refusal'* to provide a copy of the agreement caused concern.

[55] The letter said there would be an investigation into whether the documentation was *'in order'*. It sought a meeting on 12 October 2012, and asked that a copy of the employment agreement be provided for that purpose.

[56] Ms Patel had approached INZ for a copy of the signed version on 8 September. She received it on 16 November. She advised Mr Rowe on 10 October that she had sought her entire file from INZ, and that 20 working days were required

to obtain it. In a separate letter dated 10 September she addressed the comments in the suspension letter, and denied any allegations of impropriety in respect of the employment agreement.

## 2. Was the suspension justified

[57] Both Mr Ramada and the solicitor had copies of the unsigned version of the agreement - not to mention the revised version not forwarded - and had been advised that the signed version was held by INZ. Nothing would be gained by suspending Ms Patel while that document was obtained, and in any event there were no reasonable grounds for suspecting her of wrongdoing in respect of the agreement.

[58] Nor do I believe there were reasonable grounds for regarding as 'suspect' Ms Patel's outburst (or 'hostile comments') after the exchanges in September. Although angry, they were understandable. ANo1 would have benefitted greatly from obtaining good advice in the handling of the attempts to meet - and the purpose of the meetings - rather than escalating matters by suspending Ms Patel.

[59] Thirdly, Ms Patel did not refuse to provide a copy of the employment agreement. She simply needed time to obtain the original signed version.

[60] There were no substantive grounds for the suspension, and the procedure expected of a fair and reasonable employer under s 103A(3) of the Employment Relations Act 2000 was not followed. Suspension was not the action a fair and reasonable employer could take in the circumstances at the time, and the action was unjustified.

## 2. Remedies

[61] There was evidence of injury to Ms Patel's feelings, but it was slight. Any injury was subsumed in subsequent events, and will be taken into account in that context. Only a modest award is warranted.

[62] ANo1 is therefore ordered to compensate Ms Patel for injury to her feelings as a result of the unjustified suspension in the sum of \$500.

## Justification for the dismissal

### 1. Background

[63] There were no reasonable grounds for Mr Ramada to conclude that Ms Patel's responses during the events leading to the suspension confirmed the suspicion that the employment agreement had been falsified.

[64] Most unfortunately, the disputes between Mr Patel and Mr Ramada were continuing. Into that atmosphere of suspicion the Patels' representative (who was not their legal advisor) forwarded an email message dated 22 October 2012 making a veiled proposal that a particular sum be paid to Mr and Ms Patel in settlement of all disputes including the employment dispute. Mr Ramada viewed that as an attempt at blackmail. Then by message dated 23 October Mr Patel suggested a figure to resolve the business dispute, seeking to deal with that matter separately from the employment dispute. Mr Ramada said in evidence that both Mr and Ms Patel were '*attempting to extort money*' and he '*therefore had no alternative but to terminate her contract.*'

[65] If that was intended as a statement of the real reason for the dismissal, it is not the same as the reasons given in the letter of dismissal. However it was the reason Mr Ramada sought strongly to pursue in his evidence during the investigation meeting.

[66] Although the reasons given in the letter of dismissal were vaguely worded, they seemed to concern Ms Patel's relationships with the management and staff at Takapuna. I address them because, despite Mr Ramada's evidence, counsel for ANo1 did not wish to abandon them.

[67] Generalised accusations of poor attitude and bad behaviour were made, but some of the more specific issues were dealt with by Mr Baliyan during a discussion with Ms Patel in June or July 2012. Mr Baliyan raised a concern with Ms Patel about aspects of her dress, and it was common ground that Ms Patel made the necessary correction. At or about that time there had also been an incident after Ms Patel had instructed a junior employee about the amount of caustic soda to be used when cleaning hot plates, and this differed from the amount Mr Baliyan had instructed.

[68] Mr Baliyan said he gave Ms Patel an oral warning of dismissal, which Ms Patel denied. Mr Baliyan's evidence on the point was vague, and I consider it unlikely that Ms Patel was given a clear warning in the terms that would be expected as part of any disciplinary procedure. I prefer Ms Patel's denial.

[69] In or about August 2012 an assistant manager began her employment, and Ms Patel was said to have refused to take instructions from that person. The assistant manager denied in oral evidence that there was any difficulty in that respect, although she made generalised and negative comments about Ms Patel in her written statement. Overall, there was no reliable evidence of any difficulty between Ms Patel and the assistant manager.

[70] Mr Ramada cited one incident in which he was on the premises, and a customer returned to discuss a payment issue for which Ms Patel had apparently been responsible. If Ms Patel was responsible, the incident was not pursued with her in any disciplinary sense.

[71] On the best construction for ANo1 of the evidence surrounding the dismissal, Mr Baliyan intended to raise these matters with Ms Patel when he sought a meeting on 14 September. The fate of that attempt is set out above.

[72] The dismissal letter of 25 October followed the unsuccessful attempt to meet on 12 October. The letter came without any warning of the view being taken of the attempt to meet.

## 2. Was the dismissal justified

[73] If the difficulties over the employment agreement comprised the real reason for the dismissal, then for the reasons discussed I find there were no substantive grounds for dismissal.

[74] Further, with reference to s 103A(3) of the Act, I find:

- there was no sufficient investigation of the allegations against Ms Patel;
- Ms Patel had no reasonable opportunity to respond to the concerns about her before the dismissal was imposed; and

- Mr Ramada's mind was closed to anything other than his certainty that Ms Patel had behaved dishonestly or fraudulently in respect of the employment agreement, and no genuine consideration was given to her responses.

[75] If the allegations regarding Ms Patel's conduct comprised the real reason for the dismissal, the few specific incidents identified were relatively minor and did not amount to misconduct justifying dismissal. Moreover no disciplinary process was followed in respect of them at all – instead the dismissal was imposed without warning only two weeks after a suspension had been imposed pending an investigation into a different matter.

[76] For these reasons I find that on any view of it the dismissal was not justified.

### 3. What is the remedy

[77] Ms Patel is entitled to the reimbursement of remuneration lost as a result of her personal grievance.

[78] The reimbursement of three months' lost remuneration was sought. Counsel advised that Ms Patel obtained work at 20 hours per week, on the minimum wage, one week after her employment was terminated. My finding about the terms of her employment means that, as at the date of termination, she was paid at the minimum wage, so her loss is calculated with reference to that rate. As her hours of work were reduced in her new employment, she suffered further ongoing loss.

[79] ANo1 is ordered to reimburse Ms Patel for the remuneration lost as a result of her personal grievance, calculated as:

One week's lost remuneration, plus  
12 weeks' remuneration calculated as the difference between what she would have earned, and what she earned over that period in her new employment.

[80] Ms Patel is also entitled to compensation for the injury to her feelings resulting from her personal grievance. Both parties have said they were friends. That relationship collapsed along with the employment relationship, and on the basis of the serious allegations of fraud which Mr Ramada also made subsequently to INZ.<sup>5</sup>

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<sup>5</sup> INZ took no further action.

[81] I accept the circumstances of the grievance caused distress to Ms Patel. The sum of \$10,000 was sought. I find this reasonable and order accordingly.

[82] Ms Patel did not contribute in a blameworthy way to the circumstances of the termination of her employment. There will be no reduction in these remedies.

**Costs**

[83] Costs are reserved.

[84] Counsel has addressed the Authority on costs, but the parties are now invited to resolve the matter.

[85] If a determination is sought and either party has more to say on costs, the parties should agree a timetable for the provision of memoranda and advise the Authority promptly. Any such memoranda are to be filed and served no later than 28 days from the date of this determination.

R A Monaghan

Member of the Employment Relations Authority