**IN THE EMPLOYMENT RELATIONS AUTHORITY**
**WELLINGTON**

**I TE RATONGA AHUMANA TAIMAHI**
**TE WHANGANUI-A-TARA ROHE**

[2026] NZERA 76
3370023

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| | BETWEEN | JACK WILLS<br>Applicant |
| | AND | COMPLEX FORME LIMITED<br>Respondent |

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| Member of Authority: | Alyn Higgins |
| Representatives: | Claudia Serra, advocate for the Applicant<br>No appearance for the Respondent |
| Investigation Meeting: | 14 January 2026 in Napier |
| Submissions received: | From the Applicant at the investigation meeting and written submissions on 19 January 2026 |
| Determination: | 13 February 2026 |

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**DETERMINATION OF THE AUTHORITY**

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**Employment Relationship Problem**

[1] Mr Jack Wills says that he was employed by Complex Forme Limited (CFL), which operates a health and wellness Centre located in Hastings. Due to a prior work injury, Mr Wills was only cleared for work involving light duties. The job at CFL was as a part time Pool Receptionist/Manager commencing on 27 November 2024 until his alleged dismissal sometime in December 2024. Despite requests, Mr Wills was never provided with a written employment agreement.

[2] Mr Wills claims that he was unjustifiably dismissed from his employment without notice or reason. At no point before his dismissal did Mr Wills receive any verbal or written warnings about his performance or conduct or that his employment might be at risk.

[3] After it appeared clear to him that his employment had come to an end Mr Wills' representative lodged a personal grievance with CFL and attempted to seek mediation with the Ministry of Business Innovation & Employment (MBIE). On 27 January 2025 CFL replied that CFL would like to meet for mediation but despite this there was no engagement from CFL toward MBIE and mediation never took place.

[4] Mr Wills is seeking unpaid wages and holiday pay, wages lost as a result of his grievance and compensation for humiliation, loss of dignity and injury to feelings as a result of the dismissal. Mr Wills also seeks penalties against CFL for failing to provide a written employment agreement, non payment of wages and holiday pay and costs.

**The Authority's investigation**

[5] There has been almost no engagement from CFL. No Statement in Reply was lodged in response to Mr Wills' Statement of Problem.

[6] A case management conference call was held on 6 November 2025 at which timetable directions were issued for the lodgement of written witness statements and the convening of an investigation meeting. The notice of investigation meeting was sent to CFL by courier and to an email address for the respondent company listed on the companies register. This was the same email address as that sent from CFL on 27 January 2025 about mediation.

[7] I also allowed the Statement of Problem to be served with the directions notice to the email address referred to above pursuant to Regulation 17 (1) (c) of the Employment Relations Authority Regulations 2000 and stated that CFL could seek my leave to lodge a late Statement in Reply. No such leave was sought.

[8] In accordance with the timetabled directions a written witness statement was received from Mr Wills. Mr Wills attended the investigation meeting in Napier, confirmed his evidence and answered questions under oath.

[9] No witnesses or any other information was received from CFL and neither did any representative of CFL attend the investigation meeting.

[10] At the scheduled start time of the investigation meeting on 14 January 2026 no witnesses or representatives for the respondent were in attendance. The investigation meeting commenced 15 minutes after the advised start time to accommodate possible lateness on the part of the respondent.

[11] At my direction the Authority Officer also attempted to contact a Ms Geraldine Smith on a mobile number who appears on correspondence from CFL but a message said the number was no longer a valid number. The Authority Officer also called the business number twice but both times it rang and no one answered before the call disconnected. I would have allowed the respondent to have given evidence had contact been made.

[12] I am nevertheless satisfied that CFL were made aware of the proceedings, including the date and time of the investigation meeting. I accordingly decided to proceed with the investigation meeting in accordance with clause 12 of Schedule 2 of the Employment Relations Act 2000 (the Act). The notice of investigation meeting advised CFL that if it did not to participate in the investigation meeting then the claims would be determined in its absence.

[13] The investigation meeting then proceeded by way of formal proof.

[14] As permitted by s 174E of 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 but all information provided in the course of the investigation has been considered.

**Relevant Background**

[15] In 2024 Mr Wills was working for Taylor Pool and Spas as a Pool and Spa Technician cleaning and maintaining pools and saunas around Hawke's Bay.

[16] Mr Wills injured his back while lifting in the course of his employment with Taylors and has still not fully recovered from this injury.

[17] One of Mr Wills' regular jobs for Taylors was cleaning at Complex Forme and he eventually became a member of the health centre because he says that it helped with his injury recovery.

[18] In early November 2024, during one of Mr Wills' visits to CFL, Ms Geraldine Smith, the Manager of the Complex facility, mentioned to Mr Wills that one of the Pool Managers was leaving and that a position was becoming available at CFL. Mr Wills also claims that Ms Smith said there might be light duties that could fit in with Mr Wills' injury restrictions. As a result, Mr Wills was interested, as he had not been able to fully work due to his injury and its restrictions.

[19] On 23 November 2024, Mr Wills spoke to Ms Smith and offered to clean the sauna at Complex as a trial.

[20] On 24 November 2024, Mr Wills completed the cleaning of the sauna at Complex and Ms Smith told Mr Wills that he had done a good job and then verbally offered Mr Wills work as a Receptionist and Pool Manager reporting to Ms Smith.

[21] Mr Wills accepted and resigned from his role at Taylor Pool and Spas. Mr Wills messaged Ms Smith that afternoon as she had thanked him for the work that morning. Mr Wills confirmed to Ms Smith that his medical situation enabled him to work full time on light duties.

[22] Ms Smith told Mr Wills she would get him in on Wednesday, 27 November 2024 to get everything set up.

[23] On or about Mr Wills' first day at Complex, Mr Wills saw that he had been placed on the roster for work the following week. A hard-copy roster was kept in the office at CFL. All staff had access to it and could take a copy or photo of it to see when their shifts were scheduled. Mr Wills first day of work was 28 November 2024.

[24] Mr Wills' shifts were usually from 6.00am with daily tasks, including checking the chemical levels in the pool (pH and alkaline levels), cleaning the grates inside the sauna and general cleaning throughout the facility. These tasks were regularly given verbally or confirmed by text messages between Mr Wills and Ms Smith. Mr Wills says that he also helped run reception and was often responsible for opening the gym in the mornings.

[25] Mr Wills never received a written employment agreement despite asking Ms Smith several times but was told to start anyway. Ms Smith repeatedly said, "the owners are based in Aussie, so it's not the right time for me to contact them about your employment agreement" or similar.

[26] Mr Wills says that the pay rate was also discussed verbally and agreed on at $30.00 per hour as that was what Mr Wills earned in his previous job.

[27] In early December 2024, one of CFL's directors Saunoa Te'o Tulou was at Complex and Ms Smith introduced Mr Wills as one of Complex's new employees.

[28] On or around 2 December 2024, Ms Smith sat Mr Wills down and told him that the business owners did not agree with the hourly rate amount and felt that Mr Wills should be paid minimum wage. Mr Wills says that he told Ms Smith that he was not prepared to work for less than $28.00 per hour and Ms Smith said she would see what she could do.

[29] Mr Wills says that the pay rate was never revisited so he assumed he would be paid the amount of $30.00 per hour and expected this to be clarified in the employment agreement and he could then negotiate the rate if needed.

[30] Mr Wills' hours were recorded on hard-copy timesheets. Because Mr Wills had not been paid by CFL before and had not completed any onboarding documents, he wrote his bank account number at the bottom of each timesheet. Mr Wills provided photographed copies of two timesheets with his witness statement.

[31] Around 6 December 2024, Mr Wills texted Ms Smith asking how the pool was looking. Ms Smith replied that it was heaps better. Mr Wills again asked when he could come in to get his agreement, but Mr Wills got no reply.

[32] On 10 December 2024, Ms Smith texted Mr Wills again but ignored Mr Wills' previous message about the agreement and instead told Mr Wills, along the lines of, to check the pH levels before starting his shift. Later that same day, and near the end of his shift, Mr Wills explained to Ms Smith that he wasn't comfortable continuing to work without an agreement. Mr Wills told Ms Smith that he needed confirmation of his pay rate and hours. Ms Smith made another excuse and said she was too busy, and that it would have to wait until the following day.

[33] On 11 December 2024, Mr Wills still had not been paid and spoke with Ms Smith in person. Ms Smith reassured Mr Wills that he would be paid and that he would receive an employment agreement.

[34] Over the weekend, which were Mr Wills' days off, Mr Wills reached out to Ms Smith again before his next shift. Mr Wills let Ms Smith know that he needed steroid injections in his back on Monday 16 December 2024, and Tuesday 17 December 2024 and that it would be uncomfortable for him to work on those days. Mr Wills asked whether it would be okay to return on Wednesday, 18 December. Ms Smith approved this via text message, but Mr Wills was not put on the roster for the rest of that week.

[35] On 19 December 2024, Mr Wills followed up with Ms Smith about not being paid, that he still hadn't received any wages for the shifts he had worked and that he was getting increasingly concerned, especially with Christmas coming up.

[36] On 20 December 2024, with no reply again, Mr Wills followed up with Ms Smith asking for an urgent update.

[37] On 24 December 2024, Ms Smith still had not replied and Mr Wills had no updates on when he was to be working again. Mr Wills messaged Ms Smith again for an update and said that if he continued not receiving any pay he might need to consider legal options. Mr Wills says that he was really stressed and uncomfortable with the situation.

[38] Ms Smith finally replied saying she hadn't been paid yet either and had some family matters that had prevented her from getting everything sorted, including her asking for Mr Wills to send through his KiwiSaver details, which Ms Smith requested be sent to her by email.

[39] Whilst Mr Wills says that he felt bad for her, he had worked many hours without pay and had been ignored for about a week. Mr Wills told Ms Smith that not being paid was unacceptable and that she was welcome to pass his message on to the company directors based overseas.

[40] Ms Smith replied asking Mr Wills to return his key tag and there has been no communication since that message. Mr Wills' key tag is the entry key for members and staff and Mr Wills had been on a staff membership until Friday of that week, when he

went in and an employee changed it back to a regular customer membership, which no longer provided staff access. Mr Wills says that he was never provided with a reason why or a reply to his messages.

**The issues**

[41] The issues requiring investigation and determination were:

(a) Was Mr Wills employed by CFL?

(b) Was Mr Wills unjustifiably dismissed by CFL?

(c) Was Mr Wills unjustifiably disadvantaged in any employment with CFL?

(d) If Mr Wills was unjustifiably dismissed or disadvantaged by the actions of the respondent, what remedies should be awarded, considering:

(i) Compensation for humiliation, loss of dignity, and injury to feelings;

(ii) Lost wages or any other entitlements lost as a result of any grievance, subject to any efforts made by Mr Wills to offset or minimise loss.

(e) If any remedies are awarded, should they be reduced (under s124 of the Act) for any blameworthy conduct by Mr Wills that contributed to the situation giving rise to his grievance?

(f) Is Mr Wills owed any wages in arrears including any outstanding annual holiday payments?

(g) Have there been any breaches by CFL for failing to provide a written employment agreement and failing to pay wages and holiday pay?

(h) Should any penalties be awarded for any breaches and if so, what quantum and to whom?

(i) Should either party contribute to the costs of representation of the other party?

**Was there an employment relationship between Mr Wills and Complex Forme Limited?**

[42] Mr Wills says that it was clear that he was offered work by CFL's Manager, Ms Smith and that this is evidenced by text messages provided in evidence that refer to a contract commencement, KiwiSaver form and required tasks as directed by Ms Smith on behalf of CFL. Mr Wills was also placed on a roster and had his hours recorded on a timesheet. Mr Wills requested a written employment agreement that Ms Smith

confirmed would be provided. Ms Smith also acknowledged by text message that Mr Wills would be paid but despite this Mr Wills was never paid for any of the work he completed. I was also provided with a copy of a Complex Forme Employee Handbook that Mr Wills was given that details a range of policies and procedures including *inter alia* annual leave, salaries and wages, disciplinary procedures and privacy. Mr Wills says that all these actions evidence that an employment relationship between Mr Wills and CFL existed and that Ms Smith had the authority to act for CFL and enter into an employment relationship with Mr Wills.

[43] When determining the existence of an employment relationship, section 6 of the Act provides the starting point. Specifically, an employee is a person employed by an employer to do any work for hire or reward under a contract of service.[1]

[44] In deciding whether or not a person is an employee the Authority must determine the real nature of the relationship between them.[2] All relevant matters including the intention of the parties must be considered.[3] The Authority must consider how the relationship operates in practice, including the degree of control exercised by the employer, the integration of the work into the employer's business, and whether the person is working on their own account.[4]

[45] The fact that all of the terms are not finalised does not necessarily preclude the existence of an employment relationship, as long as there has been offer and acceptance and a mutual intention to enter into the relationship.[5]

[46] Mr Wills claims that an employment relationship with CFL existed because he was placed on roster and a timesheet that had his name next to the title "employment name". Hours were entered for each day over the week and at the bottom were places for the employee and manager signature. Mr Wills also received instructions from the employer through Ms Smith via text message and in person for days of work and on tasks to be carried out for the benefit of the business of CFL. Ms Smith also confirmed that Mr Wills would receive an employment agreement and be paid for the work he completed. Mr Wills was provided with a copy of a Complex Forme Employee

[1] Employment Relations Act 2000 s6 (1) (a)
[2] Employment Relations Act 2000 s6 (2)
[3] Employment Relations Act 2000 s6 (3) (a)
[4] See *Tse v Cieffe (NZ) Ltd* [2009] ERNZ 20
[5] See *Baker v Armorguard Security Ltd* [1998] 1 ERNZ 424

Handbook and Ms Smith asked Mr Wills for a KiwiSaver form to be completed. All of these occurrences are consistent with the presence of an employment relationship.

[47] CFL did not attend the investigation meeting or provide any response or evidence to counter Mr Wills' claims.

[48] I am accordingly satisfied with the evidence Mr Wills' has proffered that an employment relationship between Mr Wills and CFL existed.

**Was Mr Wills unjustifiably dismissed?**

[49] Section 103A (2) of the Act sets out the legal test for justification for dismissal. Specifically, the Authority must consider, on an objective basis, whether CFL's actions, and how it acted, were what a fair and reasonable employer could have done in all of the circumstances at the time the dismissal occurred.

[50] Also relevant to the Authority's inquiry are the good faith obligations in s 4 of the Act. Section 4 (1A) (b) of the Act requires parties to an employment relationship to be active and constructive in maintaining a productive relationship in which the parties are, among other things, responsive and communicative.

[51] When Mr Wills was not on the roster or even informed of his hours of work after this practice had been established he understandably sought clarification from the person he undertook to be representing CFL, Ms Smith.

[52] A failure to communicate, especially when an employee seeks clarification about their employment status can lead to a finding of dismissal if it is sufficiently serious.[6] But the conduct complained of must still amount to a repudiation of the contract rather than just be unreasonable.[7]

[53] In the Employment Court case of *New Zealand Cards Ltd v Ramsay*[8] the Court held that although there was not an actual dismissal the employment relationship had still ended because of the employer's failure to promptly communicate with the employee.

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[6] *Hiddleston v Hooper* [2013] NZERA 201
[7] *Auckland Shop Employees Union v Woolworths (New Zealand) Limited* (1985) 2 NZLR372
[8] *New Zealand Cards Ltd v Ramsay* [2012] NZEmpC 51

[54] It was clear from the text message correspondence with Ms Smith that Mr Wills provided that he sought clarification of his status, which was ignored even while Ms Smith continued to correspond with Mr Wills on other work related matters. It follows by putting Mr Wills to the proof of his claims that I find Mr Wills' unjustified dismissal claim substantiated.

[55] In conclusion, I accept Mr Wills' evidence and find that he was dismissed from his employment by the inactions of CFL in December 2024 by failing to follow up with Mr Wills or respond to his enquiries as to his employment status. Had CFL not intended an employment relationship or that Mr Wills had in some way not honoured any commitment as to the work then CFL had an opportunity to clarify the situation but did not do so.

[56] Accordingly, I find that Mr Wills was dismissed from his employment with CFL and that his dismissal was both procedurally and substantively unjustified.

**Was Mr Wills unjustifiably disadvantaged?**

[57] Mr Wills claims that he was disadvantaged in his employment by the employer's failure to pay his wages for work he completed and the lack of communication compounded this disadvantage.

[58] The starting point is that an employee will have a personal grievance for unjustified disadvantage where 1 or more conditions of the employee's employment is or was (during employment that has since been terminated) affected to the employee's disadvantage by some unjustifiable action by the employer. [9]

[59] Mr Wills claims that he was not paid for the work he completed. Mr Wills further claims that he was disadvantaged by the uncertainty and financial stress as a result of CFL's actions in non-payment of his wages and at Christmas.

[60] The Employee Handbook that Mr Wills provided refers to weekly payment of wages. Section 4 of the Wages Protection Act 1983 is also authority for the obligation to pay wages when they become payable. Mr Wills asked Ms Smith after his wages on

[9] Employment Relations Act 2000 s 103 (1) (b)

a number of occasions. Again, there was no counter explanation or submission from CFL to counter Mr Wills' claims.

[61] As a result, Mr Wills has established a personal grievance for unjustified disadvantage through non-payment of wages due for work completed.

**Is Mr Wills entitled to remedies?**

[62] Having found that Mr Wills has personal grievances for unjustified disadvantage and unjustified dismissal he is entitled to remedies.

*Compensation for lost wages pursuant to s 123 (1) (b) of the Act*

[63] Mr Wills claims a gross amount of $6,240.00 in lost wages for 13 weeks following the unjustified ending of his employment. Mr Wills bases this claim on an hourly rate of $30.00 per hour and an average of 16 hours per week that he worked during his employment. Mr Wills claims that he was left out of work at Christmas 2024 and remains without a full time job but has managed to do a small amount of work car cleaning, which he was already undertaking cleaning about 1-2 cars per week since 2023.

[64] Again, there was no rebuttal of Mr Wills' claims from CFL and I am satisfied as to Mr Wills' claim as to wages lost as a result of his personal grievance and the actions of CFL. Mr Wills' role was part time and he had limitations on his ability to work. I am also satisfied as to the proactive steps appropriately taken by Mr Wills to minimise his loss. I order CFL to make payment to Mr Wills of the sum of $6,240.00 gross as compensation for wages lost as a result of the grievance.

*Compensation for humiliation, loss of dignity and injury to feelings pursuant to s 123 (1) (c) (i) of the Act*

[65] Compensation may also be awarded pursuant to s 123(1)(c)(i) of the Act for the humiliation, loss of dignity and injury to feelings that an applicant suffers as a result of unjustified actions, but this is not intended as a punitive action to signal disapproval of the employer's conduct.[10]

[10] *Paykel Ltd v Ahlfield* [1993] 1 ERNZ 344 at [342].

[66] In assessing any amount of compensation that should be awarded, my task is to quantify the harm and loss caused by the humiliation, loss of dignity and injury to feelings arising out of CFL's unjustified actions. Various Employment Court decisions provide guidance on this exercise of quantification.[11]

[67] Mr Wills says that he was looking forward to settling into the role. Mr Wills further says that the job felt as though his life was about to change for the better when he took the opportunity with CFL. The job suited his injury recovery and Mr Wills was also a customer of the Complex facility and enjoyed the community and social interaction that the role provided. The events that gave rise to Mr Wills' grievance also took place at Christmas and impacted his confidence.

[68] I am satisfied that Mr Wills was adversely impacted by the ending of his employment. I also accept Mr Wills' evidence of impact, particularly given the lack of communication, non-payment of wages and the absence of any notice, concerns raised or indeed any information provided whatsoever concerning the status of his employment. At the investigation meeting he still did not know the reason for his dismissal or why he was not paid.

[69] Taking all of these factors into account, I consider a global award of $17,500 as compensation for humiliation, loss of dignity, and injury to feelings is appropriate. This amount represents a global award of compensation under this ground for both personal grievances.

*Contribution*

[70] Section 124 of the Act requires that, when awarding remedies, I must consider the extent to which Mr Wills' actions contributed towards the situation that gave rise to the personal grievance, and if those actions so require, that I reduce the remedies that would otherwise have been awarded accordingly.

[71] There was no evidence before the Authority indicating that Mr Wills in any way contributed to the circumstances giving rise to his personal grievances. Accordingly, I make no reduction in remedies for contribution under s 124 of the Act.

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[11] See *Stormont v Peddle Thorp Aitken Ltd* [2017] NZEmpC 71; *Waikato District Health Board v Kathleen Ann Archibald* [2017] NZEmpC 132; and *Richora Group Ltd v Cheng* [2018] NZEmpC 113.

**Is Mr Wills owed any wage arrears including any outstanding annual holiday payments?**

[72] Mr Wills claims the gross sum of $960.00 for 32 hours of work at the rate of $30.00 per hour along with the sum of $76.80 being 8% holiday pay on the wages accrued. I also note that wage and time records were requested in January 2025 but not provided. Accordingly, s132 (2) of the Act applies. Specifically, in the absence of any evidence from CFL I accept Mr Wills claims for arrears for unpaid wages and holiday pay.

[73] As a result, I order CFL to pay Mr Wills wage arrears of $960.00 gross along with $76.80 being 8% holiday pay.

**Should any penalties be awarded for any breaches and if so, what quantum and to whom?**

[74] Mr Wills claims a penalty against CFL for its failure to provide him with a written employment agreement pursuant to s 65 of the Act as well as for failing to provide wage and time records and pay wages and holiday pay owed.

[75] I am satisfied that these breaches are made out and may give rise to penalties. These breaches attract a maximum penalty of $20,000.00 against a company for each breach.[12]

[76] Section 135(5) of the Act provides the timeframe for a penalty action to be commenced. Recovery of a penalty must be commenced within 12 months after the earlier of either the date when the cause of action first became known to the person bringing the action or the date when the cause of action should reasonably have become known to the person bringing the action.[13] Mr Wills notified CFL of its liability for a penalty for breach of s64 of the Act in the Statement of Problem lodged with the Authority dated 4 April 2025 and is within the timeframes for recovery of penalties under the Act.

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[12] Employment Relations Act 2000 s 135 (2)
[13] Employment Relations Act 2000 s135 (5)

[77] Even though a penalty is technically available, I also have to be satisfied that the imposition of any penalty would meet the purposes and principles of penalties. In deciding whether to impose a penalty, and if I decide to, how much that penalty should be, I need to consider the factors in s133A of the Act and the approach set out by the Employment Court in *Borsboom v Preet PVT Limited and Warrington Discount Tobacco Limited*.[14] The purpose of penalties is punitive. They are not imposed to remedy a loss, but to punish the person who has breached a duty under the Act and to condemn that behaviour.

[78] Complex Forme Limited is a company incorporated in 2019 and at the investigation meeting Mr Wills stated that CFL employed numerous staff. In such circumstances, and in the absence of any explanatory information from CFL for the breach, there appears no excuse for not meeting the minimum requirement to provide a written employment agreement in this case and as Mr Wills requested the same on a number of occasions and Ms Smith said that an agreement would be provided. The same for the unpaid wages and holiday pay. The evidence produced left me in no doubt that Ms Smith for CFL knew that wages were due and that CFL had an obligation to pay but did not do so and no reason for the non-payment has ever been provided.

[79] In this case and because there are three breaches, I consider that a penalty is appropriate and to send a message regarding the importance of compliance with minimum employment standards.

[80] The law in respect of quantification of penalties is well established. Section 133A of the Act requires that regard is given to the objects of the Act; the nature and extent of any breach; whether it was intentional, inadvertent or negligent; the nature and extent of any loss or damage, steps taken to mitigate the effects of the breach, circumstances of the breach, including vulnerability of the employee; and previous conduct. This is a non-exhaustive list of considerations.

[81] Penalties should also be set at a level that both punishes breaches and deters future non-compliance. The Authority must also take into account whether any penalty would be significantly out of proportion to the gravity of the breaches and whether there

[14] *Borsboom v Preet PVT Limited and Warrington Discount Tobacco Limited* [2016] NZEmpC 143.

is a real risk that a penalty could be of such magnitude as to create a significant risk of non-payment.[15]

[82] Mr Wills has also asked that some or all of any penalty be paid to him. Where victims of breaches can be properly compensated and the party bringing proceedings can be reimbursed in costs for doing so, there will not be a strong case for payment of any of the penalties to anyone other than the Crown.[16] However, in this case the non-payment of wages for work completed is not satisfactory and is perhaps the most fundamental breach that could occur.

[83] Stepping back to look at the matter objectively and taking into account the relative amount of unpaid wages and holiday pay, I consider an appropriate penalty in this case to be $500 for each breach or a total of $1,500.00 collectively for the employment breaches with half that amount ($750.00) payable each to Mr Wills and $750.00 payable to the Crown.

**Summary of orders**

[84] Within 28 days from the date of this determination Complex Forme Limited is ordered to pay Jack Wills the following:

(a) Unpaid wages of $960 gross along with $76.80 (gross) being 8% for holiday pay;
(b) Lost wages of $6,240.00 gross;
(c) Compensation for the humiliation, injury to feelings and loss of dignity of $17,500.00.
(d) A penalty of $750.00

[85] Within 28 days of the date of this determination, Complex Forme Limited must pay to the Crown a penalty of $750.00 for the breach of s 64 of the Act.

**Costs**

[86] Costs are reserved. The parties are encouraged to resolve any issue of costs between themselves. The investigation meeting lasted for less than half a day.

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[15] Above n6
[16] Above n6

[87] If the parties are unable to resolve costs, and an Authority determination on costs is needed, Mr Wills may lodge, and then should serve, a memorandum on costs within 28 days of the date of this determination. From the date of service of that memorandum CFL will then have 14 days to lodge any reply memorandum.

[88] The parties can anticipate the Authority will determine costs, if asked to do so, on its usual "daily tariff" basis unless circumstances or factors, require an adjustment upwards or downwards.[17]

Alyn Higgins
Member of the Employment Relations Authority

[17] For further information about the factors considered in assessing costs see: www.era.govt.nz/determinations/awarding-costs-remedies/#awarding-and-paying-costs-1