

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

[2017] NZERA Auckland 186
3007479

BETWEEN CARL WATSON
 Applicant

AND URBAN DOGS LIMITED
 Respondent

Member of Authority: Robin Arthur

Representatives: Malcolm Sullivan, Advocate for the Applicant
 Charlotte Parkhill, Counsel for the Respondent

Determination: 28 June 2017

CONSENT DETERMINATION OF THE AUTHORITY

[1] An investigation meeting in this matter was due to be held on 30 June 2016. Today Urban Dogs Limited (UDL), by memorandum of counsel, proposed the matter could be resolved by a consent determination making certain findings and orders. In a reply memorandum, Mr Watson's advocate agreed to the proposal. The content of a consent determination was discussed with the representatives in a case management conference convened urgently for the purpose.

[2] On 11 August 2016 the parties had agreed a full and final settlement of all matters arising out of their employment relationship. Their agreed terms were certified by an employment mediator of the Ministry of Business under s 149 of the Employment Relations Act 2000 (the Act). Such agreements are final and binding and may only be brought before the Authority for enforcement purposes.

[3] By a statement of problem lodged in the Authority on 13 April 2017 Mr Watson alleged UDL director Leanne Coste breached a term of the settlement agreement by communication she had with Immigration New Zealand (INZ).

[4] UDL's statement in reply denied the allegation and raised a counterclaim that Mr Watson had breached a term of the agreement by a statement he made to the Police on 12 August 2016.

[5] By memorandum of counsel lodged today UDL has now conceded it breached clause 5 of the settlement agreement by providing information to INZ that UDL was not legally required to provide. While the terms of the agreement were agreed to be confidential, it was necessary for the purpose of this determination to set out clause 5:

Except as required by law Urban Dogs Limited will have no further contact with Immigration in relation to Carl John Watson.

[6] By consent of the parties and by this determination the Authority has found UDL did breach that clause by communicating with and providing information and documents to INZ after 11 August 2016.

[7] UDL has now provided an undertaking, by way of memorandum of counsel, not to contact INZ or provide INZ with any information unless it has received advice from solicitors specialising in immigration law that UDL was required by law to do so.

[8] By consent of the parties and by this determination UDL is ordered to comply with clause 5 of its certified settlement agreement with Mr Watson.¹

[9] UDL has also withdrawn its counterclaim against Mr Watson.

[10] All terms of their 12 August 2016 settlement agreement remains final and binding on and enforceable by the parties.

[11] The investigation meeting scheduled for 30 June 2017 is vacated.

[12] UDL must reimburse Mr Watson the fee of \$71.56 paid to lodge his application in the Authority.

[13] There is no order for or issue as to costs.

Robin Arthur
Member of the Employment Relations Authority

¹ Employment Relations Act 2000, s 137(1)(a)(iii), s 149(3) and s 151(2)(a).