

**IN THE EMPLOYMENT COURT OF NEW ZEALAND
AUCKLAND**

**I TE KŌTI TAKE MAHI O AOTEAROA
TĀMAKI MAKĀURAU**

**[2024] NZEmpC 190
EMPC 332/2024**

IN THE MATTER OF a challenge to a determination of the
 Employment Relations Authority

BETWEEN JAPANESE CAR PARTS LIMITED
 Plaintiff

AND COURTNEY BROOKER
 Defendant

Hearing: On the papers

Appearances: D J France, counsel for plaintiff
 C W Stewart, counsel for defendant

Judgment: 2 October 2024

CONSENT JUDGMENT OF CHIEF JUDGE CHRISTINA INGLIS

[1] On 28 August 2024 the plaintiff filed a de novo challenge to a determination of the Employment Relations Authority (the determination).¹ In its determination the Authority ordered various remedies in the defendant’s favour. The plaintiff has made partial payment to the defendant (in respect of the compensatory order made against it on the constructive dismissal claim) and the parties have reached agreement in respect of the residual amounts pending determination of the challenge. A joint memorandum of counsel filed on 27 September 2024 (the joint memorandum) seeks that the agreement be recorded by way of consent orders from the Court, which I am satisfied are appropriate to make.

¹ *Brooker v Japanese Car Parts Ltd* [2024] NZERA 467 (Member Larmer).

[2] Accordingly, I make the following orders by consent:

- (a) the plaintiff will pay the total amount of \$29,040 into the Employment Court within seven days of receiving account details from the Court (that amount comprising the sums set out at [2](a), (b), (c) and (e) of the joint memorandum).
- (b) any costs awarded by the Authority in respect of the determination will be paid into the Employment Court within 14 days of the Authority's costs determination;
- (c) the above amounts will be held by the Employment Court on an interest bearing deposit, pending the judgment of the Employment Court on the plaintiff's challenge, a further joint memorandum of the parties, or further order of the Employment Court.

[3] The parties have agreed as to the basis of distribution of the monies paid into Court, as set out at [8](a), (b) and (c) of the joint memorandum.

[4] The parties have agreed that the payments into Court will be on the basis that the plaintiff will not bring stay proceedings in respect of the Authority's orders in the determination or subsequent costs determination; and the defendant will not, pending the outcome of the Employment Court's judgment, commence enforcement action in respect to the Authority's orders in the determination or any costs determination on that proceeding.

[5] No issue of costs arises.

Christina Inglis
Chief Judge

Judgment signed at 11.45 am on 2 October 2024