



New Zealand Employment Relations Authority Decisions

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Nick Letica Buildings Supplies Limited v Richmond (Auckland) [2013] NZERA 941; [2013] NZERA Auckland 318 (25 July 2013)

Last Updated: 4 June 2017

IN THE EMPLOYMENT RELATIONS AUTHORITY

AUCKLAND [2013] NZERA Auckland

318

5425133

BETWEEN

AND AND

NICK LETICA BUILDING SUPPLIES LIMITED
Applicant

TOM RICHMOND First Respondent

NARDO YUGOVICH Second Respondent

Member of Authority: R A Monaghan

Representatives: M Sumpter and M Wisker, counsel for applicant

S Cook and K Ashcroft, counsel for respondents

Investigation Meeting: 24 July 2013

Determination: 25 July 2013

CONSENT DETERMINATION OF THE AUTHORITY

Employment relationship problem

[1] I make the following orders by consent. The orders are made in settlement of the applicant's application to the Authority for interim relief in an employment relationship problem arising with the respondents.

[2] For the purposes of these orders:

(i) the applicant (referred to in these orders as PlaceMakers) means the PlaceMakers-branded business at 106 Cook Street in central Auckland (PlaceMakers Cook Street); and

(ii) all references to Carter Holt Harvey mean Carter Holt Harvey Limited and includes its trading divisions "Carters" and "Carter Holt Harvey Woodproducts New Zealand".

[3] I order that the first respondent is, until further order of the Employment

Relations Authority, restrained from:

(i) causing and/or directly or indirectly encouraging any of PlaceMakers' employee or contractors to resign from their employment (or end their engagement) with PlaceMakers until the expiry of his notice period on

25 July 2013;

(ii) causing and/or directly or indirectly encouraging any of PlaceMakers' customers or suppliers to terminate or otherwise reduce their relationships with PlaceMakers until the expiry of his notice period on

25 July 2013;

(iii) providing information enabling a competitor to solicit any PlaceMakers' employees or customers until the expiry of his notice period on 25 July 2013;

(iv) otherwise acting against PlaceMakers' best interests or in conflict with

PlaceMakers' interests until the expiry of his notice period on 25 July

2013;

(v) working for one of PlaceMakers' competitors, requiring him to operate within 10 kilometres of PlaceMakers Cook Street, until 25 August

2013;

(vi) breaching his obligation to keep PlaceMakers' Confidential

Information (as defined in the schedule to this order) confidential;

(vii) misusing PlaceMakers' Confidential Information (as defined in the schedule to this order) to further his own interests, the interests of any third party or, specifically, to solicit customers for Carter Holt Harvey.

[4] I order that the second respondent is, until further order of the Employment

Relations Authority, restrained from:

(i) causing and/or directly or indirectly encouraging any of PlaceMakers' employees or contractors to resign from their employment (or end their engagement) with PlaceMakers until the expiry of his notice period on

25 July 2013;

(ii) causing and/or directly or indirectly encouraging any of PlaceMakers'

customers or suppliers to terminate or otherwise reduce their

relationships with PlaceMakers until the expiry of his notice period on

25 July 2013;

(iii) providing information enabling a competitor to solicit any PlaceMakers' employees or customers until the expiry of his notice period on 25 July 2013;

(iv) otherwise acting against PlaceMakers' best interests or in conflict with

PlaceMakers' interests until the expiry of his notice period on 25 July

2013;

(v) commencing employment with one of PlaceMakers' competitors until

25 August 2013;

(vi) breaching his obligations to keep PlaceMakers' Confidential

Information (as defined in the schedule to this order) confidential;

(vii) misusing PlaceMakers' Confidential Information (as defined in the schedule to this order) to further his own interests, the interests of any third party or, specifically, to solicit customers for Carter Holt Harvey.

[5] The respondents are to file, by 5pm 5 August 2013, a statement in reply to the substantive claim filed by the applicant on 22 July 2013.

[6] Costs are reserved pending resolution of the substantive proceeding.

R A Monaghan

Member of the Employment Relations Authority

SCHEDULE

1 For the purposes of the attached Consent Orders, and without prejudice to the parties' positions in the underlying substantive proceedings, "Confidential Information" means all information (whether in written form or not) relating to:

1.1 existing PlaceMakers' customer projects;

1.2 upcoming or future projects for PlaceMakers' customers;

1.3 PlaceMakers' pricing agreements and arrangements (including customer rebate details);

1.4 PlaceMakers' pricing, revenue, quotes, margin and rebate details;

1.5 trading patterns and purchasing history for PlaceMakers' customers and suppliers;

1.6 PlaceMakers' key account names or top 100 commercial customer names;

1.7 all salary and remuneration information for any of PlaceMakers' employees and contractors;

1.8 key network information (whereby PlaceMakers' customers are referred to each other based on what PlaceMakers and its related companies know about its various customers' projects);

1.9 PlaceMakers' supplier costs and discounts;

1.10 PlaceMakers' business plans, marketing plans or strategies including in relation to customers or suppliers;

1.11 PlaceMakers' internal policies and procedures.

2 The parties confirm that information that is already generally available to, and known by, the public is not Confidential Information (except for Confidential Information that has become known by and available to the public as a result of any breach by either Tom Richmond or Nardo Yugovich).