



New Zealand Employment Relations Authority Decisions

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Orica New Zealand Limited v Parsons (Auckland) [2007] NZERA 172 (20 July 2007)

IN THE EMPLOYMENT RELATIONS AUTHORITY AUCKLAND

AA 213/07 5089240

BETWEEN ORICA NEW ZEALAND

LIMITED

Applicant

AND PETER PARSONS

Respondent

Member of Authority: Marija Urlich

Representatives: Rob Towner, Counsel for Applicant

Phillip Wright, Counsel for Respondent

Determination: 20 July 2007

DETERMINATION OF THE AUTHORITY

Upon reading the joint memorandum of counsel for the applicant and respondent the Employment Relations Authority orders as follows:

[1] The respondent agrees that he will not at any time prior to or after the signing of these Consent Orders use or divulge or communicate to any person, firm, company or organisation any secret or confidential information or information constituting a trade secret acquired or discovered by him in the course of his employment with the applicant.

[2] The respondent further agrees that for a period of six (6) months from the date of these Consent Orders he will not:

(a) directly or indirectly (whether on his own account or for any other person, firm, company or organisation) deal with in any manner

whatsoever any of the applicant's listed suppliers. The listed suppliers are:

Rockwood Pigments; Huntsman Tioxide; Johnson Matthey; Wolstenholme; Umicore; Sinochem Hebei; Sinomin Metals; BASF; Kukdo; Novares; Eternal Chemicals; Celanese; Lucite; Haltermann; Penreco; Degussa; Arch Biocides; Lubrizol; Orica (Chlor Alkali); Hobum; Merita Co; Chempro; Marstel; and Noveon.

(b) directly or indirectly (whether on his own account or any other person, firm, company or organisation related to Reschem) represent or hold himself out as being an agent of DSM Neoresins or represent its products in any manner whatsoever to any of the applicant's listed customers. The listed customers are:

Tergo Industries; Arnold Products; Flint Ink NZ; Resene Paints; Dulux NZ; DIC Graphics; Special Finishers; Watty NZ; Este Inks; SPS Coatings; SR Technologies; and Sicpa NZ; (or any related company or companies).

(c) attempt to encourage or persuade any employee, contractor or consultant with the applicant to terminate their contract or agreement with the applicant.

[3] The respondent will not make any derogatory or disparaging comments or statements about the applicant or any of its related companies to any of the applicant's listed suppliers or listed customers. The applicant shall not make any derogatory or disparaging comment or statements about the respondent.

[4] The respondent agrees to pay a contribution of \$30,000 towards the costs of the applicant engaging a computer forensic examiner. Payments will be made by way of instalments of \$5,000 on the first (1st) day each month for a period of six months from the date of this order. Payments will be made by direct credit to the applicant's nominated bank account.

[5] The respondent agrees that if he breaches the terms of these orders he shall be obliged to pay the company the sum of \$30,000 together with interest accruing at a daily cash rate at the time as a contribution towards the applicant's legal costs. The parties agree that \$30,000 is a genuine pre-estimate of costs.

[6] The applicant will provide the respondent a certificate of service.

[7] The applicant will withdraw its complaint made to the New Zealand Police.

[8] The parties agree that the terms and restraints set out in the form of this Consent Order form part of the final and binding terms of settlement of all legal proceedings between the applicant and respondent in any Court or Employment Relations Authority relating to the respondent's employment with the applicant.

Marija Urlich

Member, Employment Relations Authority