

This amount will be paid to the Applicant by way of direct credit as follows:

- i) \$10,000 within 14 days of the date hereof; and*
- ii) \$3,500 within 7 days of the Respondent receiving evidence that an airline ticket has been purchased in the Applicant's name to fly to Srilanka.*

[4] The Settlement further provided at clause 4:

Norajane Colos and the Respondent are jointly and severably liable to make the payments set out in clauses 2 and 3 of this agreement.

[5] The Settlement was certified under s 149 of the Act by the Mediator. That certification confirmed that before making the agreement, the parties were advised and accepted they understood the agreed terms:

- a. were final, binding and enforceable; and
- b. could not be cancelled; and
- c. could not be brought before the Authority or the court for review or appeal, except for the purposes of enforcing those terms.

[6] Mr Christeller, on behalf of Mr Wijesingha, stated that Mr Wijesingha had provided evidence to the Respondents that he had purchased an airline ticket in his name to Sri Lanka, and confirmed that the Respondents had made one payment of \$3,000.00 to Mr Wijesingha in accordance with the terms of the Settlement.

Compliance Order

[7] I am satisfied that Mr Wijesingha complied with clause 2 (ii) of the Settlement by providing evidence that he had purchased an airline ticket in his name to Sri Lanka, however the Respondents have not complied with clause 2 (i) and (ii) of the terms of the Settlement other than by making a single payment of \$3,000.00.

[8] Ms Colos attributed the reason for non-payment of the outstanding sums to the poor financial situation of the Second Respondent.

[9] From the evidence available to the Authority, I am satisfied that the Respondents have breached clause 2 and 3 of the Settlement

[10] I determine that the Respondents have failed to comply with clause 2 of the Settlement. Accordingly in order to effect compliance with clause 2 of the Settlement, **I therefore order Ms Colos to pay Mr Wijesingha, no later than 14 days from the date of this determination, the outstanding amount under clause 2, this being the sum of \$10,000.00**

Costs

[11] Costs are reserved. The parties are encouraged to agree costs between themselves. If they are not able to do so, the Applicant may lodge and serve a memorandum as to costs within 28 days of the date of this determination. The Respondents will have 14 days from the date of service to lodge a reply memorandum. No application for costs will be considered outside this time frame without prior leave.

Eleanor Robinson
Member of the Employment Relations Authority