

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

**I TE RATONGA AHUMANA TAIMAHI
TĀMAKI MAKĀURAU ROHE**

[2025] NZERA 177
3364523

BETWEEN DARK HORSE NZ LIMITED
Applicant

AND LIAM TAYLOR
Respondent

Member of Authority: Peter Fuiava

Representatives: June Hardacre and Bonnie Simmonds, counsel for the
Applicant
Vonda Engels, counsel for the Respondent

Investigation Meeting: On the papers

Determination: 27 March 2025

CONSENT DETERMINATION OF THE AUTHORITY

[1] Dark Horse NZ Limited (DARKHORSE) filed a statement of problem in the Authority seeking an urgent compliance order against Liam Taylor, a former employee of DARKHORSE. In broad terms, breaches of post-employment restraint of trade obligations by starting work for a new employer and a breach of a Record of Settlement made under s 149 of the Employment Relations Act 2000 were alleged against Mr Taylor which he denied.

[2] Since then, the parties have worked constructively to resolve the problem and have entered into a settlement agreement by which Mr Taylor has agreed to provide undertakings relating to his post-employment restraint of trade and his new employment. At the parties' request those terms are now, by consent and by this determination, the orders of the Authority in this matter which are as follows:

2.1. Mr Taylor must comply with his continuing duty of confidentiality pursuant to clause 17 of his individual

employment agreement with DARKHORSE which he signed on 30 March 2023 (IEA).

2.2 Mr Taylor must comply with the non-solicitation obligations outlined in clauses 12.2 and 12.4 of Schedule A to the IEA and must not, for a period of 12 months from 11 February 2025:

(a) for any reason, without DARKHORSE's written consent, directly or indirectly canvass, solicit or attempt to solicit, serve or act for any person, business or organisation who or which has been a client, customer or supplier of DARKHORSE'S during the period of 12 months immediately preceding 11 February 2025, in respect of any work undertaken or performed by DARKHORSE;

(b) for any reason, without DARKHORSE'S written consent, directly or indirectly canvass, solicit or attempt to solicit, endeavour to entice away from or discourage from being employed or engaged by DARKHORSE, any of its employees or contractors.

2.3 Mr Taylor must comply with the non-competition obligations as set out in clause 12.2 of Schedule A to the IEA. For the purposes of the agreement that has been reached between the parties, DARKHORSE agrees that Mr Taylor is not in breach of his non-competition obligations by commencing employment with Special PR from 12 May 2025.

2.4 In relation to Mr Taylor's employment with Special PR, he must:

(a) until 12 May 2025, stand-down from his employment with Special PR and not

perform any work for, or have any involvement with (including work related social engagements), Special PR or Special Group;

(b) from 12 May 2025 until 12 August 2025:

(i) not perform any work related to the Chemist Warehouse pitch nor undertake any work for Chemist Warehouse in the event that Special PR is successful in relation to that pitch;

(ii) not perform any work that could be deemed to be experiential advertising work for any clients whatsoever; and

(iii) work only on the following four existing clients of Special PR:

(A) Moet Hennessy;

(B) Entain;

(C) Restaurant Brands; and

(D) Kiwibank.

2.5 Mr Taylor must pay DARKHORSE the sum agreed in the settlement agreement.

[3] The parties further agree that the Authority proceeding be discontinued with no issue as to costs.

Peter Fuiava
Member of the Employment Relations Authority