

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

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

[2025] NZERA 423
3377324

BETWEEN	ARMER FARMS (N.I.) LIMITED Applicant
AND	JULIEANNE JOHNSON First Respondent
AND	MAX JOHNSON Second Respondent

Member of Authority: Robin Arthur

Representatives: Jeremy Sparrow and Stevie Shaw, counsel for the
Applicant
Respondents in person

Investigation: By telephone conference on 15 July 2025

Determination: 16 July 2025

DETERMINATION OF THE AUTHORITY

Employment relationship problem

[1] Armer Farms (N.I.) Limited (AFNIL) applied for an order requiring Julianne Johnson and Max Johnson to comply with a costs order made in an earlier Authority determination (the costs determination) issued on 29 January 2025.¹

[2] The costs determination found Julianne Johnson and Max Johnson were jointly and severally liable to pay AFNIL \$3,375 as a contribution to costs. They were ordered to pay that amount within 28 days. They have not paid it.

[3] The costs order reflected the outcome of an Authority determination, issued on 1 October 2024, which found Julianne Johnson and Max Johnson were not employees

¹ *Julianne Johnson & Max Johnson v Armer Farms (N.I.) Limited* [2025] NZERA 47.

of AFNIL. This meant they could not pursue claims against AFNIL, related to work done under a contract milking agreement, through the Authority's processes.²

[4] Julianne Johnson did not lodge a statement in reply to AFNIL's application for a compliance order and for a further order for costs and expenses incurred in making that application. Max Johnson did lodge a statement in reply. He denied he was an applicant in the proceedings for which costs were awarded.

The Authority's investigation

[5] This matter was investigated through a telephone conference held with Julianne Johnson, Max Johnson and counsel for AFNIL on 15 July 2025. During the conference documents lodged in the Authority for the earlier proceedings were discussed and Julianne Johnson and Max Johnson explained their views of the situation, which has now resulted in AFNIL's application for a compliance order.

[6] Julianne Johnson considered the order was not necessary as the amount ordered in costs could be paid from money she says AFNIL owes M & J Contracting Limited (MJCL), a company in which she is sole shareholder and director. AFNIL denies owing money claimed by MJCL. It says Julianne Johnson's debt for costs in the employment jurisdiction cannot be met from funds it does not owe her company.

[7] Max Johnson says the proceedings in the Authority concerned only Julianne Johnson, not him, so he could not be liable for the costs ordered by the Authority.

[8] As permitted by s 174E of the Employment Relations Act 2000 (the Act) this determination has stated findings of fact and law, expressed conclusions on issues necessary to dispose of the matter and specified orders made. It has not recorded all evidence and submissions received.

[9] For reasons which follow, the information available to the Authority confirmed a compliance order should be made.

Parties to proceedings properly identified

[10] The earlier determinations were made by a different Authority member.

² *Julianne Johnson & Max Johnson v Armer Farms (N.I.) Limited* [2024] NZERA 576.

[11] Those determinations disclose that the proceedings began with MJCL identified as the applicant party. An amended statement of problem was lodged after a case management conference in March 2024 with the investigating Authority member.

[12] Max Johnson's assertion that he was not an applicant in the proceeding is not consistent with what documents on the file show.

[13] The amended statement of problem listed Julianne Johnson and Max Johnson as the applicants.

[14] Among the documents Julianne Johnson provided to the Authority is a page from the amended statement form which includes the following sentence written above Max Johnson's signature: "Max Johnson I can confirm what is written". An email Julianne Johnson sent to the Authority on 21 April 2024, and copied to the email addresses of Max Johnson and AFNIL's lawyer, referred to that signed page. Her email said the page was provided in response to a request from the company "for both of our signatures to be on the application".

[15] During those proceedings Max Johnson had also provided an affidavit which was sworn before a District Court deputy registrar. It provided information about his working relationship on the company's farm and how it came to end.

[16] In that light, and on the balance of probabilities, Max Johnson was properly identified throughout the Authority's two determinations as a party to the proceedings and properly subject to the order for costs, made on a joint and several basis, by the investigating member.

Payment of costs are due

[17] Information from Julianne Johnson and Max Johnson did not establish a basis to decline AFNIL's request for orders to require compliance with the earlier costs order.

[18] The dispute concerning payments said to be due to MJCL is in a different jurisdiction. It is not grounds to put aside personal obligations incurred in the employment jurisdiction.

[19] Accordingly, the compliance order sought by AFNIL should be made.

Further costs and expenses also incurred

[20] AFNIL had also asked for a contribution to its costs and expenses if it was successful in its compliance order application. Relevant principles require costs in such circumstances to be modest and may apply the Authority's daily tariff, in a proportion appropriate to the matter.

[21] Applying those principles, Julianne Johnson and Max Johnson must pay a further amount to reimburse AFNIL for the expense of the \$71.55 Authority filing fee and contribute \$500 towards the costs of preparing and lodging the compliance order application.

Orders

[22] By no later than 28 days from the date of this determination, Julianne Johnson and Max Johnson must, on a joint and several basis, pay AFNIL the costs of \$3,375 awarded to the company by the earlier costs determination of the Authority.³

[23] In addition to that amount, and also within 28 days of the date of this determination, Julianne Johnson and Max Johnson must pay AFNIL a further \$571.55 as a contribution to the costs and expenses of the company in successfully seeking a compliance order.

Further compliance measures are available

[24] If the amounts ordered are now not paid within the required period, AFNIL has the options of seeking further orders in the Employment Court, which may order a fine and sequestration of property, or commence enforcement processes available in the District Court.⁴

Robin Arthur
Member of the Employment Relations Authority

³ Employment Relations Act 2000, s 137(1)(b) and (3)

⁴ Employment Relations Act 2000 s 138(6) and s 140(6) and s 141.