

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
AUCKLAND**

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

[2025] NZERA 563  
3312381

BETWEEN	HAILONG ZHU Applicant
AND	GREEN HOLDING CONSTRUCTION LIMITED First Respondent
AND	LINSHENG HUO Second Respondent

Member of Authority:	Peter Fuiava
Representatives:	Applicant in person Linsheng Huo for the First and Second Respondents
Investigation Meeting:	25 July 2025 in Auckland
Submissions received:	8 August 2025 from the Applicant 18 August 2025 from Mr Huo
Determination:	11 September 2025

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**DETERMINATION OF THE AUTHORITY**

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**What is the employment relationship problem?**

[1] Hailong Zhu, a former project manager for Green Holding Construction Ltd (GHCL or the company) has brought claims of unjustified dismissal, wage arrears, and an application that its sole shareholder and director, Linsheng Huo, be declared a person involved in a breach of employment standards under ss 142Y and 142W of the Employment Relations Act 2000 (the Act).

[2] While GHCL and Mr Huo deny Mr Zhu's claims in their entirety, my investigation took an unexpected turn when I discovered that the parties had previously entered into a record of settlement (RoS) under s 149 of the Act.

[3] This new information has had the effect of confining this investigation into one issue only namely whether there has been a breach of the RoS. While Mr Zhu now seeks to withdraw his claims, it is necessary that a determination be issued to record why his claims against the respondents cannot succeed and have been declined.

### **Discussion**

[4] Mr Zhu was employed by GHCL as its project manager from 5 September 2022 to 11 July 2024 when he was dismissed on the grounds of redundancy. Shortly afterwards, on 23 July 2024, Mr Zhu's now former representative lodged a statement of problem in the Authority in which it was claimed that the redundancy was unjustified, that unpaid sick leave, annual leave and public holidays were owing (allegedly), that Mr Huo be made personally liable for any default in payment of wages or other money owing, and that the claims needed to be investigated by the Authority as a matter of urgency.

[5] No statement in reply was lodged by GHCL or Mr Huo and on 26 July 2024, a duty Member declined Mr Zhu's request for urgency but directed mediation in the next 28 days. The Authority's electronic records indicate that on 4 September 2024, Mr Zhu advised that he was no longer represented. On 18 October 2024, he advised that both he and Mr Huo had agreed to a solution and were likely to sign a RoS which would then be submitted to Employment Mediation Services (EMS) for verification.

[6] On 10 December 2024, Mr Zhu emailed the Authority that he had tried to reach an agreement with Mr Huo on 24 October 2024 but that he had refused to verify the signed agreement. However, the difficulty with this was that Mr Huo had signed the RoS but it simply had not been certified by an EMS mediator.

[7] The matter was then allocated to me in February 2025 to investigate and a case management conference was scheduled the following month to progress matters to an investigation meeting. There was no further mention by Mr Zhu of the RoS until I could question him about certain deposits made to him long after his employment with GHCL had ended.

[8] The deposits amount to \$61,000 approximately which were credited into his bank account by Mr Huo and his company from 11 July to 29 December 2024 which

post-dates the employment relationship. However, in the absence of a statement in reply or a written statement of evidence from the respondents, I could not take the matter further until the investigation meeting was held on 25 July 2025.

[9] During the course of my questioning of Mr Zhu, he confirmed that both he and Mr Huo had reached a RoS a copy of which was emailed to me during the investigation meeting. The RoS confirms that it was signed by Mr Zhu and Mr Huo on 24 October 2024. While it was not certified by the mediator, it nevertheless remains a valid and binding written agreement for the parties in which the respondents agreed to pay Mr Zhu's weekly salary from 8 August to 31 December 2024. This amounted in total to \$31,025 (gross).

[10] A copy of Mr Zhu's bank statements record that for this period, he received total payments from the respondents of \$61,017.58, almost twice the amount required by the RoS. None of these additional monies have been repaid by Mr Zhu who I find is not owed anything more under the RoS. It is clear that the respondents have not breached the terms and conditions of settlement with Mr Zhu.

[11] During the investigation meeting, Mr Zhu sought to join Mr Huo's partner as a third respondent which I declined as she is neither a shareholder nor a director of GHCL and occupies no position in the company. Including her would not enable the Authority to more effectually dispose of this matter in any event.<sup>1</sup>

[12] Mr Zhu has requested the Authority's assistance in requesting a certificate of service from GHCL. However, this was not expressly provided for in the parties' RoS. As such, the Authority cannot require GHCL to do so by way of a compliance order as there has been no breach of the terms of settlement.

## **Conclusion**

[13] For the reasons given above, Mr Zhu's has no arguable case against the respondents who have not breached the agreed terms of settlement with him.

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<sup>1</sup> The Act, s 221.

[14] Given the outcome, Mr Zhu should consider himself fortunate that Mr Huo has not incurred the cost of engaging a representative to defend himself and his company in this investigation. As Mr Huo has not engaged a representative, costs shall lie where they fall.

Peter Fuiava  
Member of the Employment Relations Authority