

**IN THE EMPLOYMENT RELATIONS AUTHORITY
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI
ŌTAUTAHI ROHE**

[2026] NZERA 220
3429424

BETWEEN	PAUL SINGLETON Applicant
A N D	RAMP CONTRACTING LIMITED (In Liquidation) First Respondent
AND	ROBERT CAMERON Second Respondent

Member of Authority: Philip Cheyne

Representatives: Paul Matthews, advocate for the Applicant
No Appearance for the Respondents

Investigation Meeting: 10 April 2026 by AVL

Date of Determination: 10 April 2026

DETERMINATION OF THE AUTHORITY

This determination is a written record of an oral determination delivered on 10 April 2026.

Employment relationship problem

[1] Paul Singleton applied to enforce a record of settlement between him and his former employer, Ramp Contracting Limited (In Liquidation).

[2] Robert Cameron is a shareholder and was a director of Ramp Contracting Limited (In Liquidation). Mr Camron gave a personal guarantee in the record of

settlement, in the event that the company was unable to meet the required payments. Mr Singleton seeks a compliance order and other remedies against Mr Cameron.

[3] The respondents did not lodge a statement in reply.

The Authority's Investigation

[4] I am satisfied from the file that the statement of problem and the amended statements of problem were served on the company and Mr Cameron.

[5] Directions were made allowing for the problem to be investigated and determined on the papers with dates timetabled, but also setting an investigation meeting should the respondents defend the claims.

[6] Mr Singleton did not lodge the specified material by the date set, so an investigation meeting notice was served on the parties.

[7] The respondents took no steps to defend the claims but Mr Singleton later lodged an affidavit with submissions in support and requested that the matter be determined on the papers.

[8] As part of reviewing that request, I checked on the companies office website and became aware that the first respondent had been placed in liquidation on 19 February 2026. These proceedings as against Ramp Contracting Limited (In Liquidation) must be regarded as discontinued as the liquidator has not agreed to their continuation.¹

[9] I declined to deal with the matter on the papers, given that the investigation meeting notice had already been issued. However, Mr Cameron did not appear today. Mr Singleton was available and his advocate appeared by AVL.

Compliance order

[10] I am satisfied that Ramp Contracting Limited (In Liquidation) and Mr Singleton entered into a record of settlement under s 149 of the Employment Relations Act 2000 in September 2025. The terms in the record of settlement are enforceable by compliance order.²

¹ Companies Act 1993 s 248(c).

² Employment Relations Act 2000 s 151(2)(a).

[11] Ramp Contracting Limited (In Liquidation) was required to pay Mr Singleton a total of \$12,500.00 in two instalments by 30 November 2025 and to pay Mr Singleton's representative (Mathews Walker Limited) \$4,000.00 plus GST on invoice by 31 October 2025. Nothing has been paid and given its liquidation on 19 February 2026, there is now little prospect that the company will be able to meet the payments.

[12] Under clause five of the record of settlement Mr Cameron personally guaranteed the payments if the company was unable to meet them. However, Mr Cameron has paid nothing.

[13] I am satisfied that it is appropriate to order Mr Cameron to comply with his personal guarantee to prevent further non-observance of the payment terms in the record of settlement.

Penalty

[14] Mr Singleton has been affected by Mr Cameron's breach, so he is entitled to bring this action for recovery of a penalty.

[15] A person who breaches an agreed term of settlement enforceable under s 149 of the Employment Relations Act 2000 is liable to a penalty.³ Mr Cameron's failure to meet the personal guarantee he gave under clause five of the record of settlement is a breach. Mr Cameron is liable for a penalty of up to \$10,000.00.

[16] An object of the Employment Relations Act 2000 is to promote mediation as the primary problem-solving process. Mediation often results in agreed terms of settlement under s 149 of the Act. It is important to mark a breach of those terms by the imposition of a penalty, both for the person affected and more generally.

[17] There is little evidence to show whether Mr Cameron's breach was intentional, negligent or inadvertent, except that the liquidator's first report shows substantial sums owed by the company to preferential and secured creditors. Mr Cameron probably would have understood the company's financial situation at the time he agreed to the personal guarantee. He must be considered negligent in agreeing to the guarantee, knowing he was likely to be called on to meet it given the company's position, but then failing to do so.

³ Employment Relations Act 2000 s 149(4).

[18] I accept Mr Singleton's evidence about the financial and personal impact on him of not being paid the settlement funds. That too should be reflected in any penalty.

[19] Mr Cameron has taken no steps to mitigate the effects on Mr Singleton.

[20] There is nothing to suggest that Mr Cameron has previously been found by the Authority or the court in proceedings under the Employment Relations Act 2000 to have engaged in similar conduct.

[21] For Mr Singleton, there is a submission that a penalty of \$6,000.00 should be fixed. I am referred to *ITE v ALA* in support.⁴ In that case, the breaches were deliberate and sustained, with the transgressor taking time to prepare a lengthy video and sending numerous emails on multiple occasions to encourage many people to view the video on a website he had created for that purpose. In short, the transgressor deliberately set out to do exactly what he agreed not to do and caused significant harm to the innocent party. That situation called for a much higher penalty than the present case.

[22] Here, Mr Cameron's failure to meet his personal guarantee is more like the conduct of the respondent in *Jenkins v O'Callaghan*.⁵

[23] A penalty of \$1,500.00 is also appropriate here.

[24] Mr Singleton seeks payment of the penalty or a portion of it to himself. There is evidence to show that Mr Singleton has been affected by the non-payment. He has been unable to meet other debts that the settlement funds would have covered, and the financial strain has continued. Mr Singleton has no other way to remedy that harm. It is appropriate that the whole of the penalty be paid to him.

Summary and Orders

[25] The claims as against Ramp Contracting Limited (in liquidation) are discontinued.

[26] Under s 137 of the Employment Relations Act 2000, I order Robert Cameron to comply with the Record of Settlement dated 12 September 2025 by paying Paul Singleton \$12,500.00 compensation, by no later than Friday 8 May 2026.

⁴ *ITE v ALA* [2016] NZEmpC 42.

⁵ *Jenkins v O'Callaghan* [2026] NZERA 23.

[27] Under s 137 of the Employment Relations Act 2000, I order Robert Cameron to comply with the Record of Settlement dated 12 September 2025 by paying Mathews Walker Limited costs of \$4,500.00 (includes GST), by no later than Friday 8 May 2026.

[28] Under s 149 of the Employment Relations Act 2000, Robert Cameron is to pay a penalty of \$1,5000.00 to Paul Singleton, by no later than Friday 8 May 2026.

[29] Interest is claimed. However, loss of the use of the settlement money is fully covered by the penalty payable to Mr Singleton. I decline to order interest.

[30] Costs of \$850 plus \$71.55 for the lodgement fee are claimed. Robert Cameron is to pay costs of \$850.00 and expenses of \$71.55 (totalling \$921.55) to Paul Singleton, by no later than Friday 8 May 2026.

[31] I draw to Mr Cameron's attention the provisions of s 140(6) of the Employment Relations Act 2000 setting out the powers available to the Employment Court on Mr Singleton's application, should Mr Cameron not comply with the Authority's compliance orders.

Philip Cheyne
Member of the Employment Relations Authority