

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

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

[2026] NZERA 312
3390984

BETWEEN ZHENGXI (also known as
NIC) HU
Applicant

AND PIPEVIEW LIMITED
Respondent

Member of Authority: Peter Fuiava

Representatives: Applicant in person
Weiqiang (also known as Brian) Feng for the
Respondent

Investigation Meeting: 30 January 2026

Submissions and other Up to, and including, 20 February 2026 from the
information received: Applicant and the Respondent

Determination: 20 May 2026

DETERMINATION OF THE AUTHORITY

What is the employment relationship problem?

[1] On 10 July 2025, Zhengxi (Nic) Hu lodged a statement of problem in the Authority that alleged that he was employed by Pipeview Limited (Pipeview or the company) from December 2022 to July 2024. This is denied by Pipeview who says that Mr Hu was in a joint business venture with its (then) company director and her now former husband, Weiqiang Feng. Pipeview further says that the employment problem is not one that the Authority has jurisdiction to investigate.

How has the Authority investigated?

[2] As noted in a minute from the Authority dated 8 October 2025, a case management conference by telephone was held with Mr Hu and Pipeview's representative, Mr Feng. By agreement, the preliminary issue that requires


investigation and determination is whether Mr Hu's claim in the Authority is an employment relationship problem or a civil dispute between former business partners.

What are the relevant facts?

[3] Mr Hu says that he worked for Pipeview from December 2022 to July 2024, and during that time he says that he was never provided with an employment agreement and received only one wage payment. A screenshot of an ANZ electronic receipt was provided by Mr Hu showing the payment in question by Pipeview of \$925.09 which the company made on 26 January 2023 using the payment reference of "wages".

[4] Mr Hu further says that Pipeview's sole director at the time of his employment was Limei Lin. According to the Companies Register, Ms Lin is noted as Pipeview's company director from 12 December 2022 until 11 July 2025, by which time Mr Hu's alleged employment had ended some 12 months earlier. A sale and purchase agreement was also provided which shows Ms Lin's purchase of Pipeview on 9 December 2022 in her personal name for \$120K.

[5] Mr Hu contends that he was both a partner in business with Ms Lin and Mr Feng, and a Pipeview employee. In support of his claim of an employment relationship, Mr Hu provided a screenshot of a WeChat conversation (25 January 2023) between the parties stating:

Mr Feng:	Give me your account and IRD number, Lynn
	There is some money on the account, we can both get paid now.
	@Nic
Mr Hu:	Okay
Ms Lin:	Not every week, if there is one then send it, otherwise don't send it first 🙄
Mr Hu:	Hi, my ANZ account name is [...] and the account number is [...]
	No problems, haha understood, very tough times
Ms Lin:	
Mr Hu:	IRD number [...]

[6] When I asked Mr Hu at the investigation meeting about whether he worked part time or full time for the company, he said that Pipeview did not operate every day and that he knew when he was needed to attend work via WeChat with Ms Lin and Mr Feng. Mr Hu further said that his position was that of a labourer, his work varied between casual and regular work, his workdays were random, that he received his instructions ninety percent of the time from Mr Feng, and that Ms Lin was responsible for making the company's financial decisions.

[7] In answer to the question of where Mr Hu's messages to Pipeview were about his alleged wage arrears, Mr Hu's response was that he had invested a lot of money with Mr Feng and Ms Lin and that he had obtained a civil judgment dated 23 June 2025 from the Jinshan District People's Court of Shanghai in China in the amount of RMB1,450,000 against Mr Feng and Ms Lin. The judgment related to a loan that Mr Hu and his wife had made to the couple to purchase property and other matters in China. It is understood that the judgment debt remains outstanding.

[8] The documents provided to the Authority by Pipeview include Ms Lin's legal proceedings in the High Court in New Zealand against Mr Hu for NZD500,000 and a copy of an affidavit affirmed on 27 December 2024 by Mr Hu in the District Court at Auckland. Mr Hu had filed the affidavit in opposition to an application by Ms Lin for a harassment order against him. In it, Mr Hu attested that he and his wife, and Ms Lin and her then husband, Mr Feng, were in a property development joint venture from 2021. The two couples were then later joined by a third in 2023, through to 2024, and that there were many properties and transactions involved. Mr Hu's affidavit further records that Mr Feng had come to his house to pick up a van and CCTV underground pipe inspection cameras, which was a business they had together (namely Pipeview Ltd).

[9] When Mr Hu was asked to explain the apparent delay in filing his claim in the Authority, which he did in July 2025 some 12 months after his purported employment relationship with Pipeview had ended, he stated that he had signed a settlement deed (6 October 2024) with Mr Feng, the third couple, and another company of which Ms Lin is a director. Mr Hu contends that if Mr Feng and his wife had followed through with the deed, there would be no problem and therefore no need to file a claim in the Authority. When asked about what the purpose of the settlement deed was, Mr Hu

stated that the parties wanted to end their business relationship together and he wanted to get his money back from Ms Lin and Mr Feng.

[10] Pipeview’s explanation for the payment made to Mr Hu of \$925.09 in late January 2023 was that this was an *ad hoc* payment made by Ms Lin to both Mr Hu and Mr Feng. Mr Hu rejects the explanation stating that the description of that payment as “wages” is evidence of his status as a Pipeview employee.

What is the relevant law?

[11] The statutory definition of “employee” is set out in s 6 of the Act and in determining whether a person is employed by another, the Authority is required to determine “the real nature of the relationship” between the parties.”¹ In making such an assessment, consideration is to be given to “all relevant matters”, including any matter that indicates the parties intention.² Further, the Authority must not treat as determinative, any statement by either party that describes the nature of their relationship.³

[12] The traditional common law tests of control, integration, and whether the contracted person is effectively working on their own account (the fundamental or economic reality test) have been routinely applied in this jurisdiction since the Supreme Court’s decision in *Bryson v Three Foot Six Ltd*,⁴ which has recently been reaffirmed in *Raiser Operations BV v E Tū Inc*.⁵

Analysis

[13] Mr Hu’s main argument that he was an employee of Pipeview is a single payment he received from the company of \$925.09 on 26 January 2023. While the payment was referenced as “wages”, the Act cautions against treating as determinative any statement that describes the nature of the parties relationship.⁶ What is required is a consideration of all relevant matters, including any matters that indicate intention.

¹ The Act, s 6(2).

² s 6(3)(a).

³ s 6(3)(b).

⁴ *Bryson v Three Foot Six Limited (No.2)* [2005] ERNZ 372 at [32].

⁵ *Raiser Operations BV & ors v E Tū & anor* [2025] NZSC 162.

⁶ The Act, s 6(3)(b).

[14] In response to the payment in question, Mr Feng explained at the investigation meeting that both he and Mr Hu received the same payment. I requested further evidence from Mr Feng to support this, which he provided. Mr Feng's Inland Revenue income summary schedule dated 31 January 2023 shows gross earnings of \$1,153.85 and a PAYE deduction of \$228.76. By deducting the latter number from the former, the net payment equals \$925.09 which is the same amount that Mr Hu received, that same day.

[15] However, Mr Feng, was clear in his evidence that neither he nor Mr Hu were employees of Pipeview but that they were in business together. To demonstrate this, Mr Feng provided the Authority with a copy of Mr Hu's bank statements which he provided in separate proceedings in the High Court to support an application that his caveats on various properties registered to another company, owned by Ms Lin, not lapse. Mr Hu's bank records show that he received three transfer payments from Pipeview between 5 October 2023 and 8 January 2024 in the total amount of \$23,000. It was Mr Feng's evidence that these payments to Mr Hu were shareholder withdrawals.

[16] Mr Hu's bank records also show amounts ranging from tens to hundreds of thousands of dollars going to and from Mr Hu, Mr Feng or Ms Lin and are of a magnitude and frequency which is consistent with the parties being in business together. Mr Hu's current claim in the Authority appears to be last of a series of claims that he and wife have made in the Disputes Tribunal and in the Real Estate Authority (Ms Lin is a licensed real estate agent) in an effort to obtain monetary awards from their former business partners after the business relationship has soured.

[17] When the various court and tribunal documents are individually and cumulatively considered, I am not satisfied by a wide margin, that the common law indicia tests of control, integration and the fundamental test have been made out. It is noted that Mr Hu's bank records show a payment of \$30K to Ms Lin on 1 December 2022, which was some eight days before she purchased Pipeview Ltd for \$120K on 9 December 2022. This transaction supports the thesis of the parties being in business together.

[18] Further, Mr Hu's affidavit dated 27 December 2024 filed in opposition to Ms Lin's application for a harassment order makes no reference to him being an employee

of Pipeview. I would have thought this to be a material fact that Mr Hu could reasonably be expected to raise with the court as the grant of a harassment order against him would have an immediate impact on the employment relationship given that Ms Lin was directing Pipeview at the time. The absence of this information from Mr Hu's affidavit counts against there being an employment relationship with the company.

[19] The preponderance of the documentary evidence before me points to the real nature of the relationship being one of a civil dispute between former business partners for which the Authority has no jurisdiction to resolve. While the application must therefore be declined, I invite Mr Hu and Mr Feng to recall what attracted them to do business together in the first place and to find a way, but not in this forum, where they can both retreat from the field of conflict with their honour intact.

Costs

[20] As both parties were self-represented, and as it has not been shown that they have incurred any actual costs in preparing for this investigation, costs shall lie where they fall.

Peter Fuiava
Member of the Employment Relations Authority