

UNDER THE EMPLOYMENT RELATIONS ACT 2000
IN THE EMPLOYMENT COURT OF NEW ZEALAND
AUCKLAND REGISTRY

File Number: 43 / 2023

BETWEEN CODY JOYCE
Plaintiff

AND ULTIMATE SITEWORKS LIMITED
Defendant

File Number: 30 / 2024

IN THE MATTER Interlocutory application for orders of the Court

BETWEEN ULTIMATE SITEWORKS LIMITED
Plaintiff

AND CODY JOYCE
Defendant

JWL.A.

ALEXANDER

AFFIDAVIT OF LAWRENCE ANDERSON

Dated this day of August 2024

JM L.A.
Alexander

I, Lawrence Anderson, Employment Relations Consultant, Auckland,
Swear ~~Solemnly and Sincerely Affirm~~ JM L.A.

- 1.
2. I have made an offer to resolve this with both men, offering the olive branch, so to speak, in an open offer, it has not been accepted (**Mr Fleming's affidavit at annex "T"**).
3. What is sought appears to be their desire to attempt to damage my reputation publicly and I believe to attempt to affect my future career.
4. I cannot report that Mr Gelb or Mr Fleming work to problem solve. I also highlight that Mr Gelb and Mr Fleming have done a few not very nice things throughout the course of all of the matters involving the parties:
 - a. The unmeritorious interlocutory activity got out of control.
 - b. Mr Gelb obtained by deception and forcefully from Mr Joyce's subsequent employer his personal employee file.
 - c. Mr Gelb and Mr Fleming used the complaint that Mr Gelb filed to AMINZ about me as a bargaining chip and as blackmail to attempt to get me to pressure Mr Joyce to withdraw his case.
 - d. Mr Gelb and Mr Fleming shout at me and do not listen.
5. I make brief reference to AMINZ and to ELINZ and some relevant observations that I have made that I find important to briefly discuss.
6. I provide a rebuttal to the allegations.

(a.) Excessive unmeritorious interlocutory activity and cross-claims
7. The procedural history of the matters between these parties has been:
 - a. They unsuccessfully sought security for costs.
 - b. They unsuccessfully opposed Mr Joyce's application for a stay.

- c. They unsuccessfully sought to strike-out the “actual (or constructive)” part of the dismissal claim, and s 122 reference.
 - d. They sought disclosure for documents that did not exist; while disclosure was ordered, they could not accept my word that Mr Joyce had no documents to provide.¹
 - e. They unsuccessfully filed an application to stay/dismiss Mr Joyce’s trial, they were wrong filing it as an interlocutory application.
 - f. There is now this current matter. *Contempt*, which is now reduced to what amounts to an *application for public admonishment*.
8. We also had to deal with the claim filed against Mr Joyce where at [6](e.) above, where I had raised with the Court Registrar that it appeared to be a compliance claim that needed to be a Statement of Claim. The Registrar agreed.
 9. The way that Mr Gelb, and then Mr Fleming have taken all matters has been very frustrating throughout, it has been overly aggressive and most of it has lacked any reasonable legal basis.
 10. It appears that the difficulties I have raised about the original state of this application has resulted in it being reduced significantly, but what is left of it is being salvaged to transform it into a public reputational smear campaign against me. They will not back down what they have started.

(b.) Mr Gelb’s improper obtaining of Mr Joyce’s personal information

11. In the Common Bundle of Documents (“CBD”) that were before the Court, the following documents had been obtained originally by Mr Gelb around October 2022 and had been used in the Authority CBD:
 - a. Personal medical and ACC information relating to Mr Joyce’s employment with (CBD pp 117 to 121).

¹ Effort had gone into obtaining phone records through telephone company; there was nothing else that existed to provide in response of disclosure. They have since accused us of “lying”.

b. Timesheets with
pp 91-95).

) (CBD

12. When I learnt that Mr Gelb had obtained the information, which was without Mr Joyce's knowledge or consent, I learnt that Mr Gelb had made representations to [redacted] that they were obliged to provide the information ("1"), where Mr [redacted] had said "[I supplied ...] to Danny on the (mis?) understanding (sic) that I was obliged to".
13. This was with complete disregard to my having advised that I would attempt to obtain (and have opportunity to redact) whatever information that Mr Gelb was asking for ("2").
14. Before the Authority and the witness statement supplied to the Court of Mr [redacted] recorded Mr Gelb's idea that s 121 of the Act protected Mr Gelb and Mr [redacted] from privacy breaches (CBD pp 256-258). I find it regrettable that Mr Gelb has not researched the meaning of Absolute Privilege and how s 121 actually operates as a matter of law.
15. Mr Gelb's cross examination of Mr Joyce was inappropriate in the way that the information was obtained, Mr Gelb attempted to use against Mr Joyce and frame an allegation that Mr Joyce was a "liar".
16. Mr Joyce instructed me to file a complaint with the Office of the Privacy Commissioner ("OPC") ("3"). This articulates what the complaint was. I sent a copy of Mr Gelb at the time.
17. The office of OPC assessed the complaint and decided that the complaint would not be "investigated". OPC then refused to issue the s 98 Notice under their Act that they are required to do.
18. I have filed with the Office of the Ombudsman to seek to obtain s 98 Notice ("4"). My letter to \Ombudsman included my letter to OPC ("5").
19. How this OPC complaint and Ombudsman complaints are "frivolous and vexatious" remains unexplained to me.
20. I do not know if Mr Gelb was required to engage with OPC at all.
21. How this increased USL's costs remains unexplained to me.

(c.) Blackmail pressuring me to pressure Mr Joyce to walk away

22. I was an Associate member of AMINZ.

23. Mr Gelb (NOT USL) filed a complaint about me with AMINZ.

24. Mr Gelb had told me that he resigned from AMINZ because he was angry that he did not receive the *Ann Edge Memorial Trophy* because it was a corrupt competition in his view, and that another lady had received the prestigious award, and that Phillip Green is a "cunt": *"Needless to say, the words described by Mr Anderson do rather bluntly define my views of Mr Green, who I maintain to this day, in my opinion acted unethically regarding the awarding of the Anne Edge cup at that time and then the following year"* (**"6", Mr Gelb's letter to AMINZ of 29 August 2023, page 5 of 6**).

25. Mr Gelb's complaint about me to AMINZ was of a large scope, it was emotionally charged, angry, and a lot of it did not make any sense.

26. AMINZ reduced the scope of Mr Gelb's complaint to my email to USL where I had conveyed to USL at the time that Mr Gelb has some *deficiencies in knowledge of contract law that 18/19/20 year olds learn in law school*. While I should not have sent such an email, it is a true.

27. AMINZ rejected to accept the letter that Mr Fleming has provided to Mr Gelb of Thursday 29 June 2023, the without prejudice letter that I had written (**Mr Gelb's affidavit at annex "B"**). AMINZ considered it to be unfair for Mr Gelb to have obtained the letter, and it was sent into AMINZ quite late as well.

28. It is convenient at this point to comment that paragraph [2] of that letter is entirely correct, Mr Gelb did not spend any time reading the documentation that showed that Mr Joyce had final pay deductions made. Instead, Mr Gelb had proceeded on a false assertion that Mr Joyce was paid holiday pay twice, had a large windfall, so no early resolution could be achieved because of that false assertion as Mr Gelb could not negotiate past it.

29. I queried with Mr Fleming the written suggestion by Mr Gelb that the AMINZ complaint be withdrawn if Mr Joyce walks away from his case

entirely ("7"). It appears that Mr Gelb was acting as a rogue, or lone wolf, and from this correspondence it was unclear that USL had any knowledge of this. If he had achieved what was demanded then he would have been the hero for USL.

30. From communications that followed soon after it became clear that Mr Fleming wanted me to withdraw from Mr Joyce's representation at a critical time when the interlocutory issues were timetabled at that time regarding as documented in the Court's minute of 14 August 2023, a challenge by defendant to objection to disclosure, and an application by defendant to strike out part of proceedings, Mr Gelb provided to myself and AMINZ an email between them about this ("8"). Mr Fleming contemplated here that an offer to withdraw an AMINZ complaint was a good idea in his view. Note: I entirely deny Mr Fleming's allegations contained within his email. I address this further below, and Keziah was not there either.
31. I involved Mr Tristram Price, Leighton Associates editor to intervene and to try and mediate between myself and Mr Gelb. Mr Price reported to me that Mr Gelb in a phone call that was held was speaking at a million miles an hour, ranting, angry, and was impossible to reason with. Mr Price at the time sent an email to set out why it was not possible for me to withdraw my representation at that time for Mr Joyce ("9").
32. Myself and Mr Price's focus was ultimately considering Mr Joyce's interest above and over the lawyer/advocates discord.
33. I made a complaint to Mr Fleming's role to NZLS about all of this, as I feel that it is an inappropriate conflation. Settlement of Mr Joyce's case should have nothing to do with a complaint filed against me with AMINZ.
34. My letter to Mr Fleming about all of this before the NZLS complaint was filed serves as a very good chronology/representation of what happened at the time ("10").
35. My resignation from AMINZ is of nobody's business but mine and it is not appropriate of Mr Gelb and Mr Fleming to speculate and seek public ridicule against me for what reasons I resigned from Associate Membership from AMINZ.

(d.) Mr Gelb and Mr Fleming's shouting at me throughout the case

36. Both men shout, and speak over me, and Mr Gelb has shouted and spoken over Mr Price.

37. There have been a few orderly conversations with Mr Fleming. However, most of the time I get shouted at by Mr Fleming.

38. One of Mr Fleming's favourite things to say to me is that "*You are wasting the Court's time!*". I look to the success of interlocutory matters in order to measure of that.

What prompted this matter was my protest to Mr Fleming of false statements made by Mr Fleming about me in costs memorandum

39. This is what prompted this whole application: It was my exception to the statements made about me in Mr Fleming's costs submissions.

40. I sent an email complaining; I left a voicemail message complaining.

Subsequent communications from me after the filing of this matter

41. Mr Fleming filed the application on 27 May 2024.

42. I read it, it referred to finding me in contempt of Court.

43. Simultaneously, Mr Fleming filed a Statement in Reply in another Employment Relations Authority matter I was dealing with involving Mr Fleming, where, Mr Fleming sought to have be attached in terms of s 221(a) and sought me personally for costs.

44. I sent an email to the Authority in that matter, contents of which I regret.

45. I made an apology ("11"), the Authority took it no further; unrelated.

46. The parties subsequently settled in an s 149 settlement and agreed that said email was confidential. Mr Fleming still relies on these emails.

47. entirely unrelated to the named parties before the Court and made after Mr Fleming made his application for contempt.

One star Google reviews

48. My reviews were without any comment, it was only the one star.
49. Both Mr Gelb and Mr Fleming replied to them explicitly referring to the case ("12"). I had not said anything about the case in the review, it was only a rating of 1 star. Nothing more.
50. I am allowed to publish reviews; so are they.

Very recent dealings with Mr Gelb in Employment Relations Authority

51. I have had recent dealings with Mr Gelb in other cases.
52. A recent example being May 2024, a response letter on behalf of an employee who Mr Gelb was being unruly, threatening and rude to ("13"). I responded to Mr Gelb about it ("14"). Mr Gelb's disposition is to be rude, aggressive, bullying, not applying IRAC; not applying laws.
53. There was another larger matter being an Investigation Meeting of 19 July 2024, where I was representing an employer, a franchisee, Domino's Papparanga ("15").
54. Unsurprisingly, Mr Gelb's cross examination was terrible. Compound questions, *"I put to you"* x 20, asking questions that have been asked and answered, etc. Member Arthur and I exchanged facial expressions several times about these procedural things.²
55. Mr Gelb's submissions was a narrative of a story, very frustrating to have to sit and listen to for over 30 minutes, with no legal basis and no authorities to backup his argument.
56. In first year of law school, in Legal Method, they teach you IRAC, how to write submissions, and that reading them out word for word is not *"speaking to your submissions"*, and *"that is just reading them out"*.
57. I repeat here that most advocates and lawyers in this jurisdiction have identifiable deficiencies in their knowledge of the law, practice and procedure.

² Member Arthur calls it an American Court Room TV show.

ELINZ

58. I was a member of ELINZ for a short period of time.
59. It is an incorporated society, so basically like a bowls club, a golf club, or an RSA. Groupthink and irrational denunciation by committees of these entities are not uncommon.
60. In my experience ELINZ do not keep complaints about members confidential and the committee members that are privy to them will talk about complaints to members and outsiders.
61. Mr Gelb and Mr Mark Nutsford used to tell me regularly about complaints against members including about Mr
62. A complaint brought about me in late 2018 was not treated with confidentiality, it was spread among many people, and that is why I resigned from ELINZ.
63. Perhaps unwisely, I sought to rejoin ELINZ a few years later. My application was rejected without any fair process or procedure and it was without any good reasoning. I found out that a member had opposed my re-application, and when learning about this from Mr Nutsford, former president, I made Privacy Act request for the information which Kelly Coley maintained had never existed.
64. Not long after that, Patron Graeme Colgan provided me with the submission from the member that Kelly Coley had said to me had never existed. I complained to the Privacy Commissioner about this.
65. Another major problem that arose was where acting President Anthony Drake promised to get me my client's file in another matter that ELINZ member, of was refusing to provide my client and myself. In the end the result was a statement of ELINZ will not take steps to provide the file because as a company was not a member of ELINZ in its own right ("16"). My protest to this was replied to by way of "cease and desist" by Mr Drake ("17").

66. I have also regularly complained to ELINZ about the "no win, no fee" members like _____ failing to provide written terms of engagement to their client (cf. AMINZ ethical statements).

67. ELINZ does not seem to care about my constructive feedback, they will not acknowledge or respond reasonably to what I have raised about their unprofessional employment advocate membership portfolio.

68. Similarly, Mr Gelb when he does "no win, no fee" he has the client sign an agreement to pay full hourly rates, and when things get messed up Mr Gelb as I know will charge the client regardless.

69. ELINZ people go on about ethics in employment law advocacy, but they do not practice what they are preaching.

When I had withdrawn the NZLS complaint against Mr Fleming

70. Mr Fleming thanked me at the time ("16").

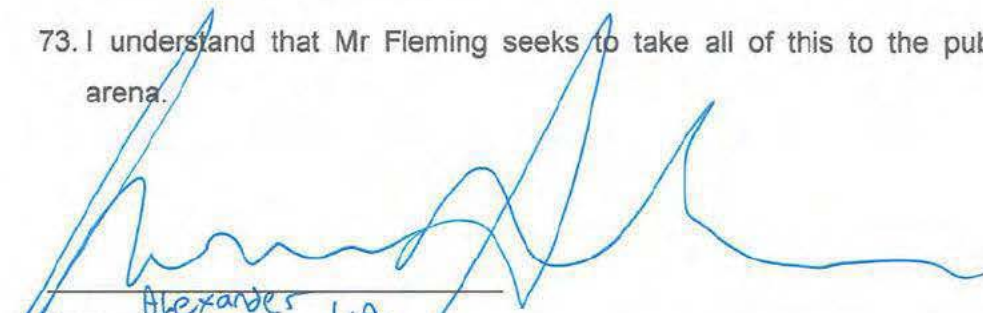
Keziah was not there; Mr Fleming's allegations against me have falsities

71. The allegations of the call held immediately after the Court directions conference are false.

72. Keziah was not there ("17"). The Court Registrar, Ms Bobot, confirmed that Mr Fleming was on his own ("18").

Next steps and the public domain

73. I understand that Mr Fleming seeks to take all of this to the public arena.


Lawrence Anderson L.A.
Sworn / Affirmed at Auckland this 9th day of August 2024
J.M. L.A.

Before me:



James Joseph McGuire
Solicitor
Auckland

A Solicitor of the High Court of New Zealand