

From:
Sent: Wednesday, 19 October 2022 1:30 pm
To: Lawrence Anderson
Subject: RE: 3167463 - Employment Relationship Problem -Cody Joyce & ULTIMATE SITEWORKS LIMITED, [UNCLASSIFIED]

Flag Status: Flagged

Hi Lawrence

Cody Joyce called our office on Friday 23rd September and spoke to . He requested copies of his payslips covering his period of employment. She emailed these to him on the same day and he replied to thank her and also request a copy of his Employment Contract. She also sent this by email on the same day. Please advise what information you allege we have 'probably deliberately' not provided, confirm who requested it and when.

As I said to Danny, I have never met Cody, don't know of him, and neither his former Manager or any of his co-workers at the time remain employed within the Group. who received Cody's call, also has no knowledge of Cody and so has no desire to withhold information from him; quite the contrary in fact as she supplied the information requested on the same day. As such, I have no interest in this Employment Case and no opinion. I supplied copies of timesheets and payslips to Danny on the (mis?)understanding that I was obliged to.

I will consult my lawyer before I engage any further as I do not wish to become involved in this case which does not concern me in any way.

Regards

This is the exhibit marked with the letter "1" mentioned and referred to in the annexed affidavit of LAWRENCE ANDERSON sworn at AUCKLAND this 9th day of AUGUST 2022 before me:


A Solicitor of the High Court of New Zealand

James Joseph McGuire
Solicitor
Auckland

From: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Sent: Tuesday, 18 October 2022 9:31 pm
To:
Subject: FW: 3167463 - Employment Relationship Problem -Cody Joyce & ULTIMATE SITEWORKS LIMITED, [UNCLASSIFIED]

Hi

You have disclosed information about my client which we have already tried to obtain that was not provided by the organization to our client directly.

The effect of the disclosures to Danny Gelb amounts to breaches of my client's privacy and the provision of s 121 of the Employment Relations Act 2000 will not prevent an action for breaches of privacy principles, s 121 is about defamatory statements, it does not cloak actions where privacy is breached.

I request that you provide me with all correspondence in full (text messages, emails, phone call logs) regarding the discussions regarding my client, Cody Joyce, including but not limited to communications with Danny Gelb. I request that you provide me all of this information urgently and the reason for the request of urgency is because of the Investigation Meeting in the Employment Relations Authority that has been set down for Thursday 27 October 2022 which has been a fixture that has been on-foot for many months and we consider the information that we are requesting to be relevant to the issues of this case, we require it urgently before date of hearing so that relevant information can be put before the Authority.

The consequence of not complying with my request will result in a complaint to the Privacy Commissioner and failure of resolution there can result in proceedings before the Human Rights Review Tribunal for these breaches and our client seeking relief for the breaches.

Regards,

Lawrence Anderson AAMINZ
GradDip Dispute Resolution
0276 529 529
AndersonLaw.nz

From: Lawrence Anderson <Lawrence@AndersonLaw.nz>

Sent: Tuesday, 18 October 2022 9:13 pm

To: 'Danny Gelb' <danny.gelb@mediate.co.nz>; 'Auckland Era' <aucklandera@era.govt.nz>

Cc: >

Subject: RE: 3167463 - Employment Relationship Problem -Cody Joyce & ULTIMATE SITEWORKS LIMITED, [UNCLASSIFIED]

Dear Auckland ERA,

Our client asked for these records and the timesheets were (probably deliberately) not provided to him. This is a red hearing and a ridiculous rabbit hole, it only relates to Danny Gelb's silly idea that when an employee finds another job that the loss period ends immediately.

This also raises privacy issues where the information has been obtained without the consent or authorization of our client. Something for Sabeto to now be concerned about as I see they are cc'd in. My client can raise a complaint with the Privacy Commissioner and seek compensation if he wishes.

The Applicant tried to obtain this information, was not provided, not all of a sudden Danny Gelb has it. This is a breach of his privacy, that is a separate issue to privilege for defamatory statements in terms of s 121. I have met lawyers that also do not understand the Court's interpretation of this section.

I will provide the emails etc of the request where we were trying to figure this out tomorrow.

Our client did not think he worked that week so I will seek instructions on this. Danny Gelb thinks this is a silver bullet, but it is not really a big deal.

From: [Lawrence Anderson](#)
To: "Danny Gelb"; "Auckland Era"
Subject: RE: 3167463 - Employment Relationship Problem -Cody Joyce & ULTIMATE SITEWORKS LIMITED,
Date: Tuesday, 4 October 2022 5:55:00 pm

This is the exhibit marked with the letter "C" mentioned and referred to in the annexed affidavit of LAWRENCE ANDERSON sworn at AUCKLAND this 9th day of AUGUST 2022 before me:
[Signature]
A Solicitor of the High Court of New Zealand

Right,

So now I am at my destination..

I need to know what Mr "Will say", because this is not clear here.

We were investigating this as well, and the payroll clerk sent our client an email on a recent request, this is a new payroll clerk that we had our client contact who would not have known about what mistakes were made upon commencement of employment and pay. It is easy to jump to conclusions about a payslip if the payslip is not actually reflective of the actual hours worked if it shows an assumed 40 hour week, when our client strongly recalls not working 40 hours that week, more so one day, and then started full time the week after.

James Joseph McGuire
Solicitor
Auckland

I believe that going down this "rabbit hole" is going to be the Respondent's argument that loss of wages claim falls away as soon as a grievant finds another job from the date of commencement. I do not agree with that proposition. Notwithstanding, the lost wages calculations do take into account the IRD pay records for that period of time.

Also, we will be assisting with our clients second Amended Witness Statement, we are currently working on recalculating the lost wages part as we have identified a mistake (within the last week) made by my assistant, . We intend to make the necessary corrections and provide it as soon as possible, and will be happy to give evidence on any miscalculation.

We are in Kerikeri at a conference centre Woodlands to have a 2 day hearing starting tomorrow with Member Larmer for another matter, so I have asked Miranda to continue this mentioned amendment as soon as she can, which is likely next week. The issue is confined to quantum sought for lost wages and we are being proactive to get this right.

We are of the strong belief that has kept incomplete wage/time records that don't record when Cody worked, it is only what he was paid, not what and when the hours were. And Mr is imprecise in what he is telling Mr Gelb because that it is not clear what is being factually asserted here.

We (myself and will deal with gathering the information.

Regards,

Lawrence Anderson AAMINZ
GradDip Dispute Resolution
0276 529 529
AndersonLaw.nz

1. The Complainant is Cody Joyce who is represented by Lawrence Anderson (employment advocate)

2. The Respondents to this complaint are:

a. Daniel Ernst Gelb (employment advocate)

b. LAND AND BUILDING SOLUTIONS LIMITED (Mr Gelb's company)

c. ULTIMATE SITEWORKS LIMITED (Mr Joyce's former employer)

d. (manager for)

e. (another former employer of Mr Joyce and part of the , this was the entity that was paying Mr Joyce)

f. LIMITED (as e. above reference on timesheets)

3. Mr Joyce took a claim against ULTIMATE SITEWORKS LIMITED claiming unjustifiable dismissal which was heard by the Employment Relations Authority.

4. ULTIMATE SITEWORKS LIMITED was represented by Daniel Gelb in defending the claims brought by Mr Joyce.

5. During the exchange of documents and witness statements, on Tuesday 18 October 2022 by email of 8:52 PM (p 1) Mr Gelb supplied to the Authority and Mr Anderson a witness statement prepared for Mr (pp 2-4) that attached personal information about Mr Joyce, this was:

a. Timesheets of hours worked for , specifically LIMITED documentation and an email (pp 5-10).

b. ACC documentation (p 11-12).

c. Doctor consultation information (pp 13-14).

6. In the lead up to the provision of this information, Mr Gelb wanted to obtain information about Mr Joyce's other employers to allege and attempt to prove his allegation for his client the proposition that Mr Joyce was not being truthful about when he commenced work with a new employer (LIMITED) (pp 37-38).

This is the exhibit marked with the letter "3" mentioned and referred to in the annexed affidavit of LAWRENCE ANDERSON sworn at AUCKLAND this 9th day of AUGUST 2024 before me:

A Solicitor of the High Court of New Zealand

James Joseph McGuire
Solicitor
Auckland

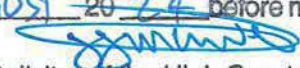
7. Mr Gelb specifically referred to Mr [redacted] having verbally confirmed that there were records that Mr Gelb wished to obtain, but Mr Gelb further referred to the Privacy Act not permitting Mr [redacted] to disclose the documentation (p 37). Mr Gelb sought the Authority to direct the provision of information that he was wanting about Mr Joyce from this third party (p 38).
8. In response Mr Anderson stated specifically that Mr Anderson will deal with obtaining information (p 36). This included Mr Joyce having already requested information himself to be provided to Mr Joyce directly.
9. Mr Anderson sought an explanation from Mr [redacted] about how the disclosure of Mr Joyce's information occurred (p 16). Mr [redacted] referred to having understood that he was obliged to by Mr Gelb's representations to him (p 15).
10. Mr Gelb, his company and ULTIMATE SITEWORKS LIMITED never had any permission to obtain information from any entity about Mr Joyce.
11. Mr [redacted] and the group of companies he works for were never given any permission to release information about Mr Joyce.
12. Mr [redacted] was asked by Mr Anderson on behalf of Mr Joyce to provide all correspondence between Mr [redacted], the [redacted] of companies and Mr Gelb etc about Mr Joyce. This information request was not fulfilled (p 15). Similarly Mr Gelb was asked for the same information (p 23). So was Mr [redacted] from ULTIMATE SITEWORKS LIMITED (p 29). Those requests went unfulfilled. Further, the communications from Mr Anderson raised a serious complaint about the way in which the information was obtained and provided.
13. Mr Gelb used this information in the Authority's Investigation Meeting and using cross-examination acted in an impolite and acrimonious way toward Mr Joyce and using the personal information that he had obtained about Mr Joyce, Mr Gelb put propositions and accusations to Mr Joyce accusing Mr Joyce of being untruthful.
14. Another issue that Mr Gelb was bringing forward for his client was an allegation that Mr Joyce had stolen a large quantity of diesel from ULTIMATE SITEWORKS LIMITED.
15. Mr Gelb again referred to the allegation of untruthfulness in written submissions that he provided to the Authority at a later date.

16. The harm caused to Mr Joyce is of a nature of being humiliated particularly having been accused of being untruthful with the use of his own personal information that he did not consent to be released. Mr Anderson was intending on trying to obtain and manage any useful probative information that would assist in a way that Mr Joyce could present the facts. Mr Gelb's approach was a seriously bad and disrespectful way of handling this information.
17. Mr Gelb and Mr have referred to s 121 of the Employment Relations Act 2000 and they seem to think that statements made in the course of resolution of a personal grievance claim being absolutely privileged somehow means that they can breach privacy principles.
18. Both men are wrong because absolute privilege relates to being prevented from being sued for defamation and the true meaning of this section has been confirmed by the High Court and the Employment Court.

ANDERSON

EMPLOYMENT LAW ADVOCATES

Refer to: Lawrence Anderson
Direct Phone: 0276 529 529
Email: Lawrence@AndersonLaw.nz

This is the exhibit marked with the letter 4
mentioned and referred to in the annexed
affidavit of LAWRENCE ANDERSON
sworn at AUCKLAND this 9th day of
AUGUST 2024 before me:

A Solicitor of the High Court of New Zealand

Thursday 16 March 2023

Office of the Ombudsman
By Email: info@ombudsman.parliament.nz

James Joseph McGuire
Solicitor
Auckland

Complaint regarding Privacy Commissioner's ("OPC") file ENQ/150030

1. I represent Cody Joyce. My authority to represent has been provided, annexed below.

I have provided my complaint in writing directly to OPC by letter dated Friday 17 February 2023. OPC to date still have not acknowledged receipt of the complaint to them. Said correspondence with OPC raising complaint directly with OPC is annexed below.

2. The present complaint is to the Ombudsman to complain about the OPC such that OPC:
 - a. Failed to investigate Mr Joyce's complaints to OPC about breaches of his privacy.
 - b. Failed to work towards assisting Mr Joyce in requesting and the provision of personal information about him from the organizations that he was complaining about.
 - c. Failed to issue a Section 98 Notice, therefore Mr Joyce has currently hit a roadblock in that he is prevented from taking his complaints of privacy breaches to the Human Rights Review Tribunal.
3. The OPC staff were extremely rude over the phone and unhelpful. OPC staff subjectively decided on a whim to not do what are required of them. The reasons provided for not investigating Mr Joyce's complaint and to not provide a Section 98 Notice were illogical.
4. The writer is confident there is a pattern of this behaviour by OPC to not do what is legislatively required of it. Interestingly, OPC has a lot of literature on its website about abuse it receives and not tolerating abuse. More time should be spent on working with complainants in good faith rather than writing and publishing about the abuse OPC receives.
5. We can provide further documentation about the entire matter as required.
6. We look forward to your early reply.

Yours faithfully,



Lawrence Anderson AAMINZ

Friday 8 March 2023

1. My name is Cody Joyce.

2. I reside at

REDACTED L.A. JM

3. I agree that Lawrence Anderson can act for me in a complaint against the Office of the Privacy Commissioner, and provide and receive information about the complaint.

Signed below

Cody Joyce

ANDERSON

EMPLOYMENT LAW ADVOCACY

Refer to: **Lawrence Anderson**
Direct Phone: **0276 529 529**
Email: Lawrence@AndersonLaw.nz

Friday 17 February 2023

Office of the Privacy Commissioner ("OPC")

By Email: enquiries@privacy.org.nz

ENQ/150030 – Request for Section 98 Notice

AND


Complaints about:

Failure to issue section 98 Notice

Failure to investigate original complaint filed

Failure to identify and act upon facilitation of unfulfilled requests for information

1. I represent Cody Joyce.
2. I request that this complaint is escalated to the highest level in OPC.
3. On Friday 10 February 2023 I filed a complaint on Mr Joyce's behalf for the Respondents:
 - a. Obtaining and disclosing private information without Mr Joyce's consent.
 - b. Failing to respond to requests for information in relation to the matter.
4. The harm caused by the privacy breaches relates to humiliating Mr Joyce, asserting that he is untruthful, and then using said assertions and documents to claim a significant amount of costs from Mr Joyce to the amount of \$7,500.
5. On Tuesday, 14 February 2023 4:27 PM I received a response from Ms Investigations and Dispute Team, where in summary that OPC declined to investigate the complaint.
6. Subsequently, the writer replied challenging the reasons for the declining to investigate the complaint.
7. By email of Friday, 17 February 2023 9:33 AM Ms [redacted] replied again referring to the reasons for OPC declining to investigate. There was an assertion made by Ms [redacted] that the writer had "offered" to obtain the documents that the Respondent, Mr Gelb obtained.

This is the exhibit marked with the letter "5" mentioned and referred to in the affidavit of LAWRENCE ANDERSON sworn at AUCKLAND this 9th day of AUGUST 2022 before me:

A Solicitor of the High Court of New Zealand

James Joseph McGuire
Solicitor
Auckland

8. That proposition is rejected because WHAT the documents WERE was not defined, and Mr Joyce had the right to obtain them himself and review them and make any redactions. Mr Gelb obtained Mr Joyce's FULL employment file. There was never any consent to Mr Gelb to obtain this, nor was there consent of the other Respondent's to release any information to Mr Gelb.
9. By email Friday, 17 February 2023 9:46 AM the writer referred to an analogy which is repeated here, have a think about this OPC:
 10. *"This is like an employee saying to an employer that they will get a medical certificate from their doctor, but then the employer contacts the doctor directly demanding and receiving WHOLE file of the employee from the doctor."* (developed a little further from my email)
11. Additionally, by the correspondence with Ms [REDACTED] it appears that OPC has ignored the requests of Mr Joyce to seek assistance in having the Respondents fulfil subsequent requests for information. By email Friday, 17 February 2023 2:08 PM the writer made that point.
12. Because OPC will not "investigate" Mr Joyce's complaint, Mr Joyce wishes to take the matter to the Human Rights Review Tribunal. However, he cannot currently because OPC has not issued the Section 98 Notice.¹
13. My enquiries via telephone call and my emails have resulted in refusal of OPC to provide a Section 98 Notice. The call-taker said that if OPC does not "investigate" then there is no Section 98 Notice issued and did not believe that Mr Joyce had the right to take his claims to the Human Rights Review Tribunal.
14. The writer contends that there was an "investigation" in any event because OPC "investigated" the file and came up with its own reasoning to not proceed with further investigation of Mr Joyce's complaint.
15. Section 98 does not read to restrict Mr Joyce's ability to take a claim the Human Rights Review Tribunal just because an "investigation" is not undertaken by OPC (to what extent OPC considers an "investigation" is?).
16. I quote King v Harrison, there is no condition of "investigation" in the Court's interpretation of a claimant's right to proceed:²

¹ Privacy Act 2020, s 98

² King v Harrison [2022] NZHC 2184

“A breach of the Privacy Act requires a complaint to the Privacy Commissioner, then, if the complainant remains unsatisfied, proceedings in the Human Rights Review Tribunal.”

17. Additionally, *Williams v Police*:³

“Where the Director does not commence proceedings before the Tribunal, an ‘aggrieved individual’, or claimant, may nevertheless do so themselves.”

18. Section 98 does not restrict Mr Joyce’s right to be issued with the Notice and to be able to proceed to the Human Rights Review Tribunal.

19. Regulation 10 of the Human Rights Review Tribunal Regulations requires the Section 98 Notice for a claimant to proceed.

20. OPC has a statutory obligation to provide the notice.

21. The writer requests that OPC provides the Section 98 notice immediately.

22. The writer complains for OPC’s:

- a. Failure to issue section 98 Notice
- b. Failure to investigate original complaint filed
- c. Failure to identify and act upon facilitation of unfulfilled requests for information.

23. We look forward to your early reply.

Yours faithfully,



Lawrence Anderson


³ *Williams v New Zealand Police* [2021] 2 NZLR 292

29 August 2023

AMINZ

Attn: Natalie Marriott

By email: adminmanager@aminz.org.nz

This is the exhibit marked with the letter "6"
mentioned and referred to in the annexed
affidavit of LAWRENCE ANDERSON
sworn at AUCKLAND this 9th day of
February 20 24 before me:

A Solicitor of the High Court of New Zealand

Dear Natalie,

RE: AMINZ COMPLAINT PC172 GELB/ ANDERSON.

James Joseph McGuire
Solicitor
Auckland

1. Thank you for your email and attachments of 18 August 2023.
2. In response to this, I think that it is pertinent to set out a high-level timeline of events surrounding this issue.
 - a. 22 Sep 2022. As part of Mr Anderson's client's claim against my client, information was provided by Mr Anderson that my client believed was not correct. His client's words in his witness statement contradicted the documented evidence that they supplied to the Authority.
 - b. 4 Oct 2022. Due to Mr Anderson not providing additional information requested I wrote to the Authority to request that they direct a third party to provide documents.
 - c. 18 Oct 2022. With the Authority not directing as requested above I undertook further investigations and requested a third party to write a witness statement and provide documents that proved Mr Anderson's client was not being honest and these were filed in the Authority.
 - d. 27 Oct 2022. The Authority held its investigative meeting.
 - e. 9 Feb 2023. The Authority issues its determination ruling entirely in favour of my client by dismissing all of Mr Anderson's client's claims.
 - f. 10 Feb 2023. Mr Anderson files an appeal to this determination in the Employment Court.
 - g. 10 Feb 2023. Mr Anderson files a privacy complaint (enclosed ref 2g) against multiple entities, including my company and myself personally with the Privacy Commissioner.
 - h. 31 May 2023. I file an application in the Employment Court for security of costs.

- i. 31 May 2023. Mr Anderson sends the email that is the subject of my complaint direct to my client.
- j. 1 June 2023. I make my complaint to AMINZ about Mr Anderson's email to my client that I believe disparages me.
- k. 9 June 2023. The Employment Court issue a determination that states that I am unsuccessful with my application for security of costs.
- l. 9 June 2023. Having not succeeded with the aforementioned application I recommend to my client that my skill set is not at a level for a full-blown Employment Court hearing so I recommend that they engage David Flemming, Barrister, to represent them moving forwards.
- m. 15 June 2023. Mr Flemming advises Mr Anderson and the Employment Court that he is now representing my now former client.
- n. 7 Aug 2023. AMINZ notify Mr Anderson of my complaint.
- o. 7 Aug 2023. Mr Anderson reaches out to me stating remorse and an offer to make an apology.
- p. 8 Aug 2023. Having consulted with Mr Flemming and obtaining his consent, my email was sent to Mr Anderson whereby I offered to drop my complaint against him if his client dropped their case against my former client. There was no benefit to me if this eventuated. However, given the subject matter involved and knowing what my former client is going through it appeared to me to be the right thing to do under the circumstances.
- q. 8 Aug 2023. Mr Anderson's alleged remorse appears to have evaporated with his email (enclosed ref 2q) stating that I have fired an ICBM at him so now he is doing the same to me. Having Googled ICBM I am lead to believe that it is an acronym for "Intercontinental Ballistic Missile". Included with this email was a screen shot of a completed ELINZ complaint form, prior to clicking the send button (enclosed ref 2q attachment).
- r. 8 Aug 2023. ELINZ receive a complaint from Mr Anderson against myself, (enclosed).
- s. 11 Aug 2023. ELINZ receive a second complaint from Mr Anderson against myself, (enclosed).
- t. 12 Aug 2023. ELINZ receive a third complaint from Mr Anderson against myself, (enclosed).
- u. 18 Aug 2023. I am advised by AMINZ of Mr Anderson's response to my complaint for my comment.
- v. 23 Aug 2023. I am advised by ELINZ of the three aforementioned complaints made against me by Mr Anderson over the period from 8-12 Aug 2023.

3. Looking specifically at Mr Anderson's responses I comment as follows.

a. Email of 7 August 2023, using the same numbering as his communication,

1. Agreed.
2. I was formally a Fellow (med), member of AMINZ. Both Deborah Hart and Sue Wells were made aware of my displeasure as to how I was treated as a result of concluding my fellowship. However, this was not the reason for my departure from AMINZ. The reason I resigned was purely financial. I did not believe that the annual cost of the Fellow membership offered was equitable for what AMINZ provided me. The comments made to Mr Anderson were made in confidence at the time and some many years ago. While I stand behind those comments I feel that it is inappropriate for Mr Anderson to raise them in this way as it only can be to throw muck on this situation and has nothing to do with his defence of his 31 May 2023 email.
3. It is unfortunate that Mr Anderson appears to not be able to distinguish the difference between a personal and professional relationship. A request was made, not a demand as Mr Anderson states, to legally gather information as part of my advocacy for my client. This was me doing my job for my client and not a personal attack on Mr Anderson.
4. Nothing illegal was done representing my client. The battle is between the parties, not between the representatives. The misguided privacy complaint should not have included myself or my company as respondents. Mr Anderson is correct that I was personally very unhappy having my company and I named as respondents for this complaint.
5. Nothing here is to do with me or this subject matter. This is irrelevant.
6. Nothing here is to do with me or this subject matter. This is irrelevant, save the question of the common denominator?
7. This is irrelevant and has nothing to do with his defence of his 31 May 2023 email. However, subsequent to Mr Anderson writing his response of 7 August 2023, he has now filed 3 complaints to ELINZ over a period of 5 days against myself.
8. Agreed.
9. Mr Anderson and I had discussed this application prior to the filing of my application. Mr Anderson's other comment here is speculative at best.
10. Agreed.
11. This is irrelevant and has nothing to do with his defence of his 31 May 2023 email. Again, Mr Anderson's comments here are speculative at best and

even if they were accurate, to which I say they are not, it does not justify the disparaging email that he sent to my client on 31 May 2023.

12. While Mr Anderson is entitled to his opinion, the Judge in the Authority hearing agreed with me and dismissed Mr Anderson's client's case. In any event, this is irrelevant and has nothing to do with his defence of his 31 May 2023 email.
13. I struggle with this notion of Mr Anderson. Having received multiple inappropriate communications from him in the past, that until 31 May 2023 I had simply chosen to ignore and not to engage.
14. I do not accept this as plausible. If it had been sent in error and there was true regret, then a reasonable person would have taken some steps to rectify the error. Mr Anderson took no such steps.
15. I have no knowledge of this. I presume that no medical certificates dated around the time of this incident have been provided. If this is truly the situation then for the benefit of his own health, maybe Mr Anderson should *investigate an alternate career path?*
16. Due to the subsequent behaviour of Mr Anderson post his 7 August 2023 communication, namely his 8 August 2023 email to me, and now the plethora of complaints about me made to ELINZ, I do not believe that such an apology is sincere. Accordingly, it is not accepted.
17. No formal apology is wanted. In order for Mr Anderson to make this situation right in my mind he needs to do the right thing which is preferably he talks to his client about withdrawing their frivolous claim, or if his client does not consent to that then excusing himself from representing his client Mr Joyce and that he has no further direct or indirect association with this matter moving forward.
18. This is irrelevant and has nothing to do with his defence of his 31 May 2023 email. However, one could suggest that this is the pot calling the kettle black. While I have made one complaint at the time of the event that is the subject matter of the complaint, Mr Anderson has made multiple complaints, of which all are at times well after the events that are the subject matter and all are in response to something else that has negatively impacted on him.
19. While my client complained to me about Mr Anderson's email of 31 May 2023, this complaint to AMINZ is my complaint, personally.
20. While Mr Anderson is entitled to his opinion, this is irrelevant and has nothing to do with his defence of his 31 May 2023 email.
21. Agreed.

22. This is not for me to determine, rather the AMINZ panel investigating it.
23. While a resolution has been offered to Mr Anderson, he has not at the time of writing this taken up the offer.

b. Email of 8 August 2023, 3.04 pm

1. Mr Anderson is correct with what I said about potentially withdrawing my complaint. Mr Anderson appears to be greatly affected by my complaint. Not so dissimilar to the effects on my former clients due to his client's challenge in the Employment Court that I believe is frivolous and is only being conducted due to Mr Anderson having invested many unpaid hours into this case on his no win no fee approach, in a desperate effort to gain some return for his timely investment.
2. Accordingly, if Mr Anderson wants the effects of my complaint to stop then I would like the same for my former client, which is a husband and wife team that are suffering immensely as a result of the Employment Court challenge. I would like to be 100% clear here, that there is no direct or indirect benefit to me with this case coming to an end for my former client.
3. The offer made to Mr Anderson is for him to undertake a unilateral act. He does not need the consent of my former client to do so. However, I say with certainty that I believe that if Mr Anderson was no longer involved with this matter then my former client would be overjoyed.
4. Mr Anderson's deciphering of Mr Flemmings email of 8 August 2023 is inaccurate. Mr Flemming has full knowledge of this situation. I had his blessing to send my offer of resolution to Mr Anderson before I sent it. Not surprisingly he does not want to get involved with this situation, but he did send me the enclosed email for your information in this regard, (Ref 3b4). In any event, this is irrelevant and has nothing to do with Mr Anderson's defence of his 31 May 2023 email.
5. While I did have a discussion, that I understood at the time to be in confidence, with Mr Anderson regarding my AMINZ fellowship and how I was denied to be the first recipient of the Anne Edge Cup, I can't recall what words I used to describe Mr Green. 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. I don't hold an axe to grind against AMINZ. My personal issues regarding my AMINZ fellowship are directed solely at Mr Green, who has nothing to do with the subject of this complaint. My business issue was that the benefit AMINZ offered me for the cost of fellowship membership was not equitable. AMINZ will have emails exchanged with me over this at the time that support this.

7. Even if I did have an axe to grind with AMINZ, which I don't, I fail to see how a complaint against Mr Anderson achieves anything towards such an allegation of such axe grinding?

c. Email of 8 August 2023, 11.06 pm

1. I was not kicked off the case by my former client as Mr Anderson suggests. Once I lost the security for costs issue it became clear that an Employment Court hearing would happen. I know my limits and appearing before the Employment Court is not something that I could competently do. Accordingly, I recommended to my clients that this was now beyond my skill level and I recommended that they engage Mr Flemming to take over from here and that is what happened.
2. As stated prior Mr Flemming had full knowledge of my intended offer to Mr Anderson before that offer was sent to him. Mr Flemming communicated to me that he was happy for the offer to be sent to Mr Anderson and then my offer of 7 August 2023 was then sent.
3. In any event, it is not my actions that are in question here. Nothing in this email is relevant to Mr Anderson's defence of his 31 May 2023 email.
4. In closing, I presume Mr Philp Green has nothing to do with your process in determining the appropriate outcome of my complaint. If by off chance I am incorrect here, then with Mr Anderson bringing issues involving Mr Green into this matter then I would like to request that he be excused from any further involvement with this complaint.
5. Should you require any further information, then please do not hesitate to contact the writer.

Yours faithfully



Danny Gelb.

Lawrence Anderson

From: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Sent: Tuesday, 8 August 2023 3:04 pm
To: 'generalmanager@aminz.org.nz'
Subject: RE: AMINZ Complaint PC172 Gelb/ Anderson
Attachments: RE_ Resolution of AMINZ complaint.pdf
Importance: High

Dear

Please find attached further correspondence in this matter that is important for consideration.

Attachment: **RE_ Resolution of AMINZ complaint.pdf**

I reached out to Mr Gelb in order to try and resolve this last night.

He has in reply said that the only way his complaint will be withdrawn is if my client withdraws his case from the Employment Court.

Mr Gelb does not have authority to make such a settlement offer for his former client Ultimate Siteworks Limited.

Ultimate Siteworks Limited is represented by David Fleming, Barrister.

Mr Fleming confirms no knowledge of Mr Gelb's offer to resolve this on behalf of his former client.

Clearly the reason for the complaint is to persuade me to put an end to my client's case at Mr Gelb's initiative.

I also have reviewed my correspondence and telephone calls with Mr Gelb in the last year, and I have found the call where he made reference to his being unhappy with not being awarded that Ann Edge memorial prize trophy, and in doing so he referred to Phillip Green as being the "c" word. Mr Green was on my dispute resolution courses, so I found that comment to be very alarming as I hold Mr Green in high regard.

This complaint has been brought against me in bad faith and Mr Gelb has a questionable history with and an axe to grind with AMINZ.

This proves my point that this is a vendetta more than anything else.

Regards,

Lawrence Anderson

0276 529 529
AndersonLaw.nz

From: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Sent: Monday, August 7, 2023 3:29 PM
To: ' <adminmanager@aminz.org.nz>

Subject: RE: AMINZ Complaint PC172 Gelb/ Anderson
Importance: High

Good Afternoon,

1. I was previously friendly with the complainant, Mr Danny Gelb.
2. Mr Gelb was a member of AMINZ but left having become unhappy with the matter of an award not being given to him. Mr Gelb has previously conveyed his personal acrimony against AMINZ to me and as to why Mr Gelb had left AMINZ. Specifically Mr Gelb referred to a senior member of AMINZ making disparaging remarks about them, that was specifically against Phillip Green who is a member and teacher that I have a lot of respect for.
3. My relationship with Mr Gelb deteriorated during the course of the Employment Relations Authority ("ERA") matter that is referred to. This was partly due to Mr Gelb having demanded from a subsequent employer of my client, Mr Cody Joyce, that the subsequent employer must provide personal information of Mr Joyce **(1.pdf)**.
4. Mr Joyce with my assistance filed a complaint to the office of the Privacy Commissioner, that included a complaint against Mr Gelb personally for having breached Mr Joyce's privacy **(2.pdf)**. Mr Gelb conveyed in subsequent correspondence filed with the ERA and then the Employment Court his personal dissatisfaction with this.
5. Another member of ELINZ, Mr _____, that also has personal acrimony against the writer, had also expressed great interest in filing a complaint against me, for what reason that I am unaware exactly **(3.pdf)**. I say further while on the topic of what is referred to in rule 6.02: Several members of ELINZ do not abide by their rule 6.02 when they deal with practitioners that are not members of ELINZ, including Mr _____. They say that the ELINZ code of conduct and reference of 6.02 to "practitioner" under definitions: (g) "practitioner" means an ordinary member. It is for that reason that ELINZ members including Mr _____ have been writing directly to the clients of non-ELINZ member employment advocates as they say that they are only bound to act within the rules toward each other, and not outsiders. Therefore, they are not following the rule that Mr _____ appears to think they are following.
6. While on the topic of ELINZ, as we know, Mr Gelb is a member of ELINZ, and my recent experience with ELINZ and making complaints about their members for some of the despicable conduct that they get up to is that they ELINZ not investigate the complaints and return with a poor excuse. For example, ELINZ will not assist to provide a client's file from one of their member's on the basis that the client's file that another client and myself requested is held by an ELINZ member's company ' _____ limited', and not the ELINZ member himself, and that ELINZ does not have jurisdiction **(4.pdf)**. Similarly I could argue that the email in question came from the email address that belongs to my company, and as my company is not a member of AMINZ, then AMINZ have no jurisdiction. I am sure that proposition would not be accepted here, however this is indicative of the low level of integrity and low level of intelligence of ELINZ and its own complaints committee.
7. I would not bother filing a complaint against Mr Gelb in ELINZ regarding the privacy breaches because nothing will be done about it.
8. Mr Gelb filed an interlocutory application against my client in the Employment Court matter, seeking \$10,000 from the writer's client.
9. There had been a prior discussion between Mr Gelb myself about the law that applies when Mr Gelb had threatened to file said application. I had warned Mr Gelb that it would be unlikely to have success. It followed that Mr Gelb had not formulated any substantial submissions to support the application.

10. My client was successful in opposing the application for security for costs filed against him.
<https://www.employmentcourt.govt.nz/assets/Documents/Decisions/2023-NZEmpC-85-Joyce-v-Ultimate-Siteworks-Ltd-Interlocutory-Judgment.pdf>
11. Employment Advocates are supposed to have a reasonable amount of legal knowledge especially dealing with matters before the Employment Court. It seems that practitioners like Mr Gelb do not appear to have a good grounding in legal knowledge, practice or procedure, and that they rely on the ERA's inquisitorial process to baby-sit them while they charge their employer clients an exorbitant amount of money. To put this in perspective, he charged his employer client around \$5,000 all up for doing the Notice of Application for security for costs; his client's very short affidavit that did not have good grounds for it; and his later submissions that were also absent of applying the IRAC method and absent of applying laws. Without prejudice to my client's case, if you can imagine I am doing the case "no win, no fee" for my client and it is very frustrating having to do a lot more work to defend applications like that which Mr Gelb has obviously not spent any time actually reading law and cases which if he had of done would have suggested against filing the application.
12. My comment was correct that Mr Gelb does not have any legal understanding surrounding the required elements of formation of a contract. Mr Gelb contends that for the substantive issue, that my client entered into a binding contract at the end of the employment relationship with his former employer by way of "offers" and "counter-offers", but there was no consideration, notwithstanding how can there be a formation of a contract when really it is where on the spectrum the termination of employment sits.
13. I had typed out the email that is in question in the moment but I did not have the intention of sending it.
14. After having shut the emails and then later reopened it I accidentally sent the email in question.
15. The writer has suffered from stress and burnout recently and at the time of sending the email that is complained of.
16. I apologize for having written and then sent the email in question.
17. I am willing to make a formal apology.
18. It is unfortunate that Mr Gelb could not approach me directly to resolve this, and had to file the complaint immediately at the time.
19. Mr Gelb ceased representation shortly after having lost the Security for Costs application, I am unaware if this is his former client's complaint or Mr Gelb's complaint personally.
20. After Mr Gelb ceased representation, my client has been bombarded with several additional bogus interlocutory applications (disclosure and a strikeout issues). The Court judgments (including the one pasted above) that are up and coming will tell and support my view that these practitioners like this are acting without knowledge of applicable laws and stringing their employer clients along making false promises when gouging massive fees and not providing a reasonable service.
21. I do consider that while the email I sent can be deemed to be unprofessional, and I agree that it should not have been sent, this complaint seems to be not filed by Mr Gelb's former client, but to be filed by Mr Gelb himself.
22. I feel that this complaint is on the minor end of the spectrum.
23. I hope to work to resolve the issues and any further issues that may arise.

Regards,

Lawrence Anderson

0276 529 529

AndersonLaw.nz

From: <adminmanager@aminz.org.nz>

Sent: Monday, August 7, 2023 10:40 AM

To: Lawrence@AndersonLaw.nz

Subject: AMINZ Complaint PC172 Gelb/ Anderson

Good morning Lawrence

AMINZ received a complaint from Mr Danny Gelb against you on 01 June 2023 which was forward to our Complaints Officer. The AMINZ Complaints officer has reviewed the complaint and has decided that this complaint now needs to be considered by the AMINZ Complaints Committee.

Please find attached the original complaint from Mr Gelb dated 01/06/2023 and the email from the Complaints Officer to Mr Gelb dated 13/07/2023.

The AMINZ Complaints committee invite you to please provide you comments or submissions within 20 working days in accordance Rule 11.3 in Schedule 7 of the constitution.

Please respond directly to me and I will forward your responses to the committee.

Many thanks.

Kind regards



Arbitrators' and Mediators'
Institute of New Zealand Inc

Administration Manager

P:
W: www.aminz.org.nz

The Arbitrators' and Mediators' Institute of New Zealand | PO Box 11051, Manners Street, Wellington, 6143 | New Zealand

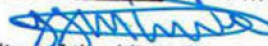
This email is intended solely for the person to whom it is addressed. If you are not the intended recipient, or have received it in error, please notify the sender and delete the email.

From: [Lawrence Anderson](#)
To: "David Fleming"
Subject: RE: Resolution of AMINZ complaint
Date: Tuesday, 8 August 2023 6:14:24 pm

Was it an offer that was actually made by your client?

Regards,

Lawrence Anderson
[0276 529 529](tel:0276529529)
AndersonLaw.nz

This is the exhibit marked with the letter "F" mentioned and referred to in the annexed affidavit of LAWRENCE ANDERSON sworn at AUCKLAND this 9th day of AUGUST 2024 before me:

A Solicitor of the High Court of New Zealand

From: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Sent: Tuesday, August 8, 2023 3:37 PM
To: 'David Fleming' <david@flemingsingletonlaw.co.nz>
Subject: RE: Resolution of AMINZ complaint

James Joseph McGuire
Solicitor
Auckland

Do you see any issues with the offer that Mr Gelb made on behalf of your client?

Regards,

Lawrence Anderson
[0276 529 529](tel:0276529529)
AndersonLaw.nz

From: David Fleming <david@flemingsingletonlaw.co.nz>
Sent: Tuesday, August 8, 2023 2:50 PM
To: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Subject: RE: Resolution of AMINZ complaint

Dear Lawrence

Any issues between you and Danny Gelb are between you and Danny Gelb.

I act for USL in respect of Cory Joyce's claims against the company.

There would be no purpose in you and I discussing other matters.

Regards

David Fleming
Barrister
0224 387 615

David@FlemingSingletonLaw.co.nz
Level 3, 26 Hobson Street, Auckland Central
PO Box 258 Shortland St Auckland 1140
www.flemingsingletonlaw.co.nz

From: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Sent: Tuesday, August 8, 2023 2:35 PM
To: David Fleming <david@flemingsingletonlaw.co.nz>
Subject: FW: Resolution of AMINZ complaint
Importance: High

Hi David,

I refer to the below, your client is Ultimate Siteworks Limited, can you confirm whether you are aware of your client instructing Mr Gelb to make a settlement offer that Mr Gelb withdraws his complaint from AMINZ against me being consideration for discontinuance of Mr Joyce's claims in the Employment Court?

Is Mr Gelb acting on instructions here from your client?

Regards,

Lawrence Anderson
[0276 529 529](tel:0276529529)
AndersonLaw.nz

From: Danny Gelb <danny.gelb@mediate.co.nz>
Sent: Tuesday, August 8, 2023 2:17 PM
To: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Subject: RE: Resolution of AMINZ complaint

Hello Lawrence,

It is unfortunate that you crossed the line twice with me. Until that time I had batted for you when I had other colleagues complaining to me about you and your antics. I apply the same rules to everyone. That is I judge them by the way they interact with me.

Your actions to me and now my former client are simply not acceptable.

1. Privacy issue.

We both know your complaint is not going to go anywhere. However, the issue I have is that you attempted to play the player instead of the ball. You took a professional matter and made it personal. I refuse to have associations with people that behave like that.

2. AMINZ complaint.

Again you took a professional matter and made it personal. However, on a without prejudice basis, should your client Mr Joyce withdraw and discontinue all his actions against my former client Ultimate Siteworks Limited, and all its associated and or related parties then I will also withdraw my complaint from AMINZ.

Regards,

Danny.

From: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Sent: Monday, August 7, 2023 5:31 PM
To: Danny Gelb <danny.gelb@mediate.co.nz>
Subject: Resolution of AMINZ complaint

Hi Danny,

Some time has passed since your complaint against me to AMINZ, that being 1 June 2023, about an email that I sent on 31 May 2023. The scope of which has been reduced to only be about the email and my comment, which was *"Danny doesn't know anything about basic law of contract that 18/19/20 year olds learn at law school."*

I have been advised that the TXT messages will not be investigated.

There is an explanation behind this, and some genuine remorse as well.

Would you like to resolve this with me directly on an informal basis without the need for AMINZ to investigate it?

I am willing to make a meaningful apology about this, including to your former client.

Since your complaint was filed I note that we have another matter that we are head-to-head on where my client is an employer. Notably we have an in-person mediation for that, it would be nice to go there without having an axe to grind with each other.

For completeness, I have not complained to ELINZ about you re the privacy information thing, and Mr Joyce, if he has success with the Ombudsman in achieving the obtaining a s 98 Notice would not take the matter further as per my advice, the issue is now about the OPC not giving him the notice as conveyed in that complaint to Ombudsman, it is a constitutional issue, but it will not be taken any further in terms of taking a claim against you or your company.

Regards,

Lawrence Anderson
[0276 529 529](tel:0276529529)
[AndersonLaw.nz](mailto:Lawrence@AndersonLaw.nz)

Danny Gelb

From: David Fleming <david@flemingsingletonlaw.co.nz>
Sent: Monday, 21 August 2023 11:57 AM
To: Danny Gelb
Subject: AMINZ Complaint against Lawrence Anderson

Dear Danny

Thank you for outlining the discussions you have been having with Lawrence Anderson, regarding resolution of the complaint you made to AMINZ about Lawrence's conduct in respect of the ongoing proceedings between Cody Joyce and Ultimate Siteworks Ltd.

I understand that you have said to Lawrence that you would withdraw your complaint if either the case is discontinued, or Lawrence stands aside from any further involvement in it.

For obvious reasons USL would welcome the discontinuation of the proceedings. However, whether to carry on with the claim would of course be a decision for Mr Joyce.

In terms of the possibility of Lawrence withdrawing from further involvement in the case, my thoughts are:

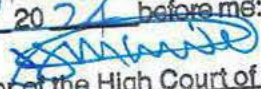
1. Lawrence withdrawing could potentially benefit both USL and Mr Joyce, as a new representative coming in with a more constructive approach could enable resolution of the overall matter, or failing that could at least allow the outstanding interlocutory issues to be dealt with far more efficiently, and at a lower overall cost.
2. The next filing deadline that Mr Joyce faces is 4 September. However if more time were needed so that a new representative could be brought up to speed, we would be happy to make a consent application for that deadline to be extended, and it is likely the Court would agree to this.

Kind regards

David Fleming


Barrister
0224 387 615

David@FlemingSingletonLaw.co.nz
Level 3, 26 Hobson Street, Auckland Central
PO Box 258 Shortland St Auckland 1140
www.flemingsingletonlaw.co.nz

This is the exhibit marked with the letter "8"
mentioned and referred to in the annexed
affidavit of LAWRENCE ANDERSON
sworn at AUCKLAND this 21st day of
AUGUST 2023 before me:

A Solicitor of the High Court of New Zealand

James Joseph McGuire
Solicitor
Auckland

James Joseph McGuire
Solicitor
Auckland

This is the exhibit marked with the letter "9" mentioned and referred to in the annexed affidavit of LAWRENCE ANDERSON sworn at AUCKLAND this 20th day of AUGUST 2024 before me:

A Solicitor of the High Court of New Zealand

From: [Tristan Price](mailto:Tristan.Price)
To: danny.gelb@employmentlaw.net.nz; [Lawrence Anderson](mailto:Lawrence.Anderson)
Subject: Joyce v Ultimate Siteworks and ELINZ/AMINZ complaints
Date: Saturday, 19 August 2023 3:40:58 pm

Kia ora Danny,

Thanks for our chat this afternoon. I understand Lawrence made cross complaints to ELINZ about you for the way personal information was obtained about Cody Joyce; the way a security for costs application was applied for; and that a settlement offer was made to withdraw the AMINZ complaint conditional on Cody discontinuing his claim against Ultimate Siteworks in the Employment Court without Ultimate Siteworks' instructions or representation.

I understand that you handed over the case to David Fleming who I note is a fellow ELINZ member, and David has since filed two further interlocutory applications which Cody has opposed using Lawrence's services. That is for an application to strike out part of his claim; and an application to challenge Cody's objection to disclose information which Cody believes is overreaching and too broad. To the extent that it is relevant, Cody is now self-employed which brings its own administrative challenges.

There is currently a timetable minute by Judge Holden that submissions be made on these issues, which already have had affidavits filed for both parties in exchanging the application and notices of opposition. David has until 4pm Monday 28 August to file Ultimate Siteworks' submissions. Lawrence advised that he only required one week after David's submissions to give submissions on these two additional interlocutory matters, which is due by 4pm Monday 4 September (that is just over two weeks from now).

Lawrence told me there is no way he would be able to hand over the file to another advocate or lawyer in this short period of time. He confirms what you mentioned as the general difficulty in trying to hand over cases to other practitioners, particularly where the new practitioner is unlikely to be paid for their work any time soon, if at all. He is not confident that he will be able to find someone to take over the case in its entirety in such a short period of time.

Again in this case there is a tight deadline, and legal research and efforts in opposing both interlocutory matters have been undertaken and Lawrence's theory of both interlocutory matters and continuation of filing submissions is most effectively and efficiently to be dealt with by filing submissions in this short timeframe.

For Lawrence to recuse himself from the case and to put his client in a precarious position at the eleventh hour, would be fraught and possibly expose him to a complaint by his client. I appreciate that you were probably unaware of the timing in the latest interlocs (so was I). But I would think that a gentlemen's agreement between yourself and Lawrence regarding existing complaints to AMINZ and ELINZ should not impact on a third party involved in their own litigation – that is to say, a party should be able to work with a

representative in good faith and not be affected by representatives' antagonism towards each other (the situation Lawrence seeks to de-escalate by way of withdrawal of all complaints, hence my call). Unresolved disputes cause reputational harm which leads to loss of profits as we all know!

Given that recusal from the case is not an option, if you could advise your position on withdrawal of your complaint(s) on the condition that Lawrence withdraws his, that would be much appreciated.

Ngā mihi
Tristram
Research leader

ANDERSON

EMPLOYMENT LAW ADVOCACY

Refer to: Lawrence Anderson
Direct Phone: 0276 529 529
Email: Lawrence@AndersonLaw.nz

James Joseph McGuire
Solicitor
Auckland

This is the exhibit marked with the letter "10"

mentioned and referred to in the annexed

affidavit of LAWRENCE ANDERSON

sworn at AUCKLAND this 9th day of

August 20 24 before me:

[Signature]
A Solicitor of the High Court of New Zealand

Monday 11 September 2023

David Fleming, Barrister, Fleming Singleton Law

By Email: david@flemingsingletonlaw.co.nz

RE: Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008

1. Part 5 of the NZLS complaint form refers to "attempts to resolve complaint(s)". Please treat this letter as raising my complaint and making a first effort to resolve it.
2. My complaint is that as a lawyer you have engaged in making a threat (expressly or by implication) against me specifically in relation to the matter where I act for Cody Joyce in the matter of Cody Joyce v Ultimate Siteworks Limited.
3. The code at Chapter 2, Rule 2.7 states:
A lawyer must not threaten, expressly or by implication, to make any accusation against a person or to disclose something about any person for any improper purpose.
4. The threat that I am complaining about is that you have engaged in threatening (expressly or by implication) accusations against me for an improper purpose. Specifically, that you have colluded with Mr Danny Gelb in his complaint to AMINZ about me, and that you endorsed and authorized Mr Gelb's offer to withdraw his complaint against me conditional on my client, Mr Joyce, withdrawing all of his claims against Ultimate Siteworks Limited, and all its associated and/or related parties.
5. Mr Gelb's email to me of Tuesday 2 August 2023 at 2:17 PM read:
 2. *AMINZ complaint.*
*Again you took a professional matter and made it personal. However, on a without prejudice basis, **should your client Mr Joyce withdraw and discontinue all his actions** against my former client Ultimate Siteworks Limited, and all its associated and or related parties **then I will also withdraw my complaint from AMINZ.***
6. By my email to you on that same day at 2:35 PM I asked you if you could confirm whether you were aware of the offer that Mr Gelb had made. Your reply at 2:50 PM was to not specifically address my query that it was between Mr Gelb and myself.

7. Subsequently, on 14 August 2023, it was immediately after the last directions conference with Judge Holden that I telephoned you to ask you for more information about the offer that Mr Gelb had purported to make in that call:

a. I said to you that I took it at that time that you did not have any knowledge of Mr Gelb's offer that the AMINZ complaint does not proceed if Mr Joyce withdraws his claims entirely.

b. You replied to me saying that:

"If there is a complaint that arises from your conduct in relation to the handling of that case then it's not improper to say if the whole mess is off the plate then we can let bygones be bygones"

c. I asked you if you saw an ethical problem with that.

d. You replied by saying:

"From my client's point of view if this whole mess goes away then they are not going to be unhappy"

8. In the course of dealing with Mr Gelb in responding to this complaint that he made to AMINZ about me, the following salient features about Mr Gelb's complaint are relevant to you here (Mr Gelb's letter to AMINZ dated Tuesday 29 August 2023), I came to learn this today when AMINZ supplied Mr Gelb's letter:

a. By way of background, the complaint made to AMINZ about me relates to an email that I had accidentally sent to the director of Ultimate Siteworks Limited, I had drafted it but had no intention of sending it, nevertheless it was sent, which read:

Danny doesn't know anything about basic law of contract that 18/19/20 year olds learn at law school.

b. Mr Gelb's complaint is his own complaint and not a complaint made by Ultimate Siteworks Limited:

j. 1 June 2023. I make my complaint to AMINZ about Mr Anderson's email to my client that I believe disparages me.

c. Mr Gelb has maintained that he will withdraw the complaint against me if Mr Joyce discontinues his claims against Ultimate Siteworks Limited:

2. Accordingly, If Mr Anderson wants the effects of my complaint to stop then I would like the same for my former client, which is a husband and wife team that are suffering immensely as a result of the Employment Court challenge.

17. No formal apology is wanted. In order for Mr Anderson to make this situation right in my mind he needs to do the right thing which is preferably he talks to his client about withdrawing their frivolous claim, or if his client does not consent to that then excusing himself from representing his client Mr Joyce and that he has no further direct or indirect association with this matter moving forward.

23. While a resolution has been offered to Mr Anderson, he has not at the time of writing this taken up the offer.

- d. Mr Gelb confirms your approval of making an offer on behalf of Ultimate Siteworks Limited that the AMINZ complaint against me would be dropped only if Mr Joyce discontinues his claims:

p. 8 Aug 2023. Having consulted with Mr Flemming and obtaining his consent, my email was sent to Mr Anderson whereby I offered to drop my complaint against him if his client dropped their case against my former client. There was no benefit to me if this eventuated. However, given the subject matter involved and knowing what my former client is going through it appeared to me to be the right thing to do under the circumstances.

4. Mr Anderson's deciphering of Mr Flemmings email of 8 August 2023 is inaccurate. Mr Flemming has full knowledge of this situation. I had his blessing to send my offer of resolution to Mr Anderson before I sent it. Not surprisingly he does not want to get involved with this situation, but he did send me the enclosed email for your information in this regard, (Ref 3b4). In any event, this is irrelevant and has nothing to do with Mr Anderson's defence of his 31 May 2023 email.

2. As stated prior Mr Flemming had full knowledge of my intended offer to Mr Anderson before that offer was sent to him. Mr Flemming communicated to me that he was happy for the offer to be sent to Mr Anderson and then my offer of 7 August 2023 was then sent.

9. For the purposes of Mr Gelb's complaint to AMINZ, Mr Gelb has also supplied your email to Mr Gelb about me dated Monday 21 August 2023 at 11:57 AM which

includes highly prejudicial and inaccurate allegations about me. Your email which was supplied to AMINZ in support of My Gelb's complaint contains serious allegations against me regarding allegations of my conduct.

10. I am unable to withdraw my representation for Mr Joyce for reasons that were set out by Mr Tristram Price who wrote to Mr Gelb on my behalf on Saturday 19 August 2023, for reasons including, particularly with regard to the immediate requirement to file submissions at that time on the interlocutory matters that you had instituted recently against Mr Joyce.
11. The complaint made about me to AMINZ is clearly a vehicle to use employment dispute resolution industry politics to make allegations about me which is designed to put pressure on myself to persuade Mr Joyce to discontinue his claims in the Court against his former employer, Ultimate Siteworks Limited; and this being only for an improper purpose. I also consider this to be a form of black mail also.
12. For the reasons set out above and with reference to the documentary evidence that is annexed, it has become clear to me that you have intricate personal involvement in the complaint made by Mr Gelb and that you have endorsed the continuance of that complaint to being an improper bargaining chip to attempt to resolve your client's case. It is my view that this will give rise to a complaint with the New Zealand Law Society Standards Committee.
13. I am encouraging you to take steps to resolve this complaint with me directly in a timely way and if we can reach resolution then filing a complaint with NZLS will not be necessary if we can achieve an appropriate outcome to this complaint.
14. I tried to telephone you earlier this afternoon. If you wish to have an initial telephone call to discuss this further, then I will welcome a call from you.
15. I concurrently request from your office copies of all emails and letters exchanged with Mr Gelb that specifically refer to me, the AMINZ complaint and allegations about me.
16. I look forward to your early reply.

Yours faithfully,



Lawrence Anderson AAMINZ

Lawrence Anderson

From: Christchurch ERA <christchurchera@era.govt.nz>
Sent: Tuesday, 4 June 2024 3:14 pm
To: Lawrence@AndersonLaw.nz; david@flemingsingletonlaw.co.nz
Subject: RE: [UNCLASSIFIED]

Good afternoon

This matter was put to the Members for consideration as to:

- a. Whether the Authority has comment regarding the manner and tone of an email from Mr Anderson (advocate for the applicant) to Mr Fleming, (counsel for the respondent) dated 27 May 2024; and
- b. Whether a Direction to mediation is appropriate.

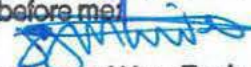
The Authority notes that the content of Mr Anderson's email to Mr Fleming on 27 May 2024 is

Anderson had since apologised (29 May 2024) and this is an entirely appropriate step for him to take.

The parties (and Limited) are directed to mediation on the basis that it may bring matters to resolution for them sooner than is occurring. While Mr Fleming says there is no good reason to direct to mediation this step is taken in the interests of giving the parties an opportunity to come together and resolve their employment relationship problem given the recent unnecessary escalation. The Authority however reminds that it is for the Mediation Service to control when and how it arranges mediation.

Kind regards

Nick Boag
Senior Authority Officer
Employment Relations Authority | Te Ratonga Ahumana Taimahi
Christchurch Office | Ōtautahi Rohe
christchurchera@era.govt.nz | +64 (0)3 964 7850 | Level 1, 53 Victoria Street, Christchurch 8013

This is the exhibit marked with the letter "11" mentioned and referred to in the annexed affidavit of LAWRENCE ANDERSON sworn at Anderson this AUGUST day of AUGUST 20 24 before me

A Solicitor of the High Court of New Zealand



Employment
Relations
Authority

The Authority has issued a consolidated, revised and updated practice note, which is available here: [Practice Direction of the Employment Relations Authority \(era.govt.nz\)](#)

The easy, fast and secure way to lodge your application is online at <https://dispute.era.govt.nz> using your RealMe login.

James Joseph McGuire
Solicitor
Auckland

From: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Sent: Wednesday, May 29, 2024 2:01 PM
To: Christchurch ERA <christchurchera@era.govt.nz>; 'David Fleming' <david@flemingsingletonlaw.co.nz>
Subject: RE: [UNCLASSIFIED]

Good afternoon Mr and Mr Fleming,

I am writing to say that while I feel that Mr Fleming has made recent personal attacks against me in multiple matters and here intimating that I am personally attached for costs, my email was regrettable and in the heat of the moment. I am willing to formally apologize to both of you for the content of my email and having sent it.

I do not intend to make any further communications of that nature, and I wish to de-escalate the situation and to move forward.

Regards,

Lawrence Anderson
0276 529 529
AndersonLaw.nz

From: Christchurch ERA <christchurchera@era.govt.nz>
Sent: Tuesday, May 28, 2024 12:22 PM
To: David Fleming <david@flemingsingletonlaw.co.nz>; Lawrence Anderson <Lawrence@AndersonLaw.nz>
Subject: RE: [UNCLASSIFIED]

Good afternoon

Thank you for your email.

The Christchurch office of the ERA does not operate a Duty Member system but I will put this matter before an Authority Member as soon as one becomes available.

Kind regards

Nick Boag
Senior Authority Officer
Employment Relations Authority | Te Ratonga Ahumana Taimahi
Christchurch Office | Ōtautahi Rohe
christchurchera@era.govt.nz | +64 (0)3 964 7850 | Level 1, 53 Victoria Street, Christchurch 8013



The Authority has issued a consolidated, revised and updated practice note, which is available here: [Practice Direction of the Employment Relations Authority \(era.govt.nz\)](#)

The easy, fast and secure way to lodge your application is online at <https://dispute.era.govt.nz> using your RealMe login.

From: David Fleming <david@flemingsingletonlaw.co.nz>
Sent: Tuesday, May 28, 2024 12:16 PM
To: Lawrence Anderson <Lawrence@AndersonLaw.nz>; Christchurch ERA <christchurchera@era.govt.nz>
Subject: RE: [UNCLASSIFIED]

Dear Nick

1. We request that the email trail below, together with the statement of problem he filed, be put before the duty Authority member.

Danny Gelb Employment Law Advocacy replied to your review on Google

1 message

Google Maps <google-maps-noreply@google.com>
Reply-To: Google Maps <google-maps-noreply@google.com>
To:

28 April 2024 at 15:28

This is the exhibit marked with the letter "12" mentioned and referred to in the annexed affidavit of LAWRENCE ANDERSON sworn at AUCKLAND this 9th day of AUGUST 20 24 before me:
[Signature]
A Solicitor of the High Court of New Zealand



Danny Gelb Employment Law Advocacy replied to your review

James Joseph McGuire
Solicitor
Auckland

Thank you for posting a review on Google.

L Lawrence Anderson
★☆☆☆☆
You only left a rating

[Profile Icon] Response from the owner
This person is not a client of ours. He is an employment advocate who appeared against us in the Employment Relations Authority and lost. The judgment is at: <https://determinations.era.govt.nz/a...>

See full reply

Fleming Singleton Law replied to your review on Google

Google Maps <google-maps-noreply@google.com>
Reply-To: Google Maps <google-maps-noreply@google.com>
To:

Sun, Apr 28, 2024 at 7:52 AM



Fleming Singleton Law replied to your review

Thank you for posting a review on Google.



Auckland Employment Law



You only left a rating



Response from the owner

This person is not a client of ours. They are an employment advocate who recently appeared against us in Court and lost. The judgment is at: www.employmentcourt.govt.nz/assets/Documents/Decisions/2...

See full reply

10 May 2024

James Joseph McGuire
Solicitor
Auckland

This is the exhibit marked with the letter "13" mentioned and referred to in the annexed affidavit of LAWRENCE ANDERSON sworn at AUCKLAND this 9th day of AUGUST 20 24 before me:
[Signature]
A Solicitor of the High Court of New Zealand

By email:

Dear

RE: **BREACH OF SETTLEMENT AGREEMENT.**

– BREACH OF CONFIDENTIALITY &

BREACH OF CONFIDENTIALITY

1. We represent
2. This letter puts you on notice that [redacted] considers that you have breached legal obligations that you owe, and will continue to owe, to [redacted] pursuant to your employment agreement, dated [redacted] (Agreement).
3. [redacted] requires you to immediately cease and desist any action which is in breach of the obligations that you owe to [redacted] which continue after the end of your employment.

Obligations owed to

4. During your employment as an [redacted], you had access to a significant amount of confidential information belonging to [redacted]. This includes highly sensitive information regarding [redacted] clients, services, methodologies, pricing, trade secrets and other financial information. [redacted] has a legitimate proprietary interest in this information, which is clearly provided for in your Agreement.
5. The confidentiality obligations in your Agreement continue in force indefinitely. For completeness, these obligations require you to keep [redacted] confidential information private, and except for the proper performance of your job, your obligation here includes not to directly or indirectly use, copy, share, or permit the use or copying of any confidential information owned by the employer, unless you got written permission to do so. For the sake of explicit clarity, the confidential information and intellectual property referred to includes [redacted] list of customers and their contact details.

Breach of obligations

6. Notwithstanding the explicit obligations that you owe to [redacted] we are instructed that you have taken [redacted] confidential information and that you are using this in your current role working in competition with [redacted]
7. The use of [redacted] confidential information must now cease. [redacted] have had customers of theirs call them to inform them that you are cold calling [redacted] customers in an attempt to win some business. I will detail the nature of part of your communications latter in this letter.
8. Accordingly, it is apparent that you have breached the contractual confidentiality clause in your Agreement, as well as your common law duties of confidentiality and fidelity that are owed by you to [redacted]
9. [redacted] has strong grounds to believe that you either took this information from work or you sent yourself this information for the purposes of your own benefit, and that you removed confidential information and intellectual property from [redacted] systems, without authorisation.

BREACH OF SETTLEMENT AGREEMENT

10. You signed a record of settlement (Settlement Agreement) with my client on [redacted] that was then certified by a Ministry of Business Innovation and Employment mediator on [redacted]
11. Clause 5 of this Settlement Agreement Specified that you would not make any disparaging comment to any other person at anytime whatsoever about [redacted]
12. Not withstanding this obligation of yours, customers of [redacted] have reported that you have told them this man was abusive towards you during your employment with [redacted]. Even if this was correct, to which [redacted] say it is not, by making such comments you are now in breach of the Settlement Agreement.
13. The disparaging comments you are making about [redacted] must cease immediately. [redacted] reserves its rights to lay a complaint in the Employment Relations Authority for this breach of the Settlement Agreement.
14. Customers of [redacted] are prepared to attend court in support of [redacted] to give evidence of the disparaging comments you have made about them. Upon a judge from the Employment Relations Authority deciding on the balance of probabilities that you have disparaged [redacted] will result in penalties of no greater than \$10,000 being issued to you.

UNDERTAKINGS REQUIRED FROM YOU

15. [redacted] requires that you:
 - a. immediately cease and desist any conduct which is in breach of your post-employment obligations, including with respect to the possession, use, or disclosure of confidential information and intellectual property,

- b. immediately cease and desist any conduct which is in breach of your Settlement Agreement obligations, including with respect to non-disparaging comments,
 - c. sign and return the attached undertakings by no later than 12pm on Friday 17 May 2024. These undertakings require you to warrant and undertake that you will immediately cease any conduct which is, or may be, in breach of the obligations that you owe to [redacted] and [redacted]
 - d. provide satisfactory evidence to us that you have irretrievably deleted all [redacted] confidential information and/or intellectual property from any personal devices, or alternatively provide [redacted] access to your personal devices so that it can satisfy itself that you have irretrievably deleted its confidential information.
17. [redacted] takes these matters very seriously. If you fail to sign this undertaking, or subsequently act in breach of this undertaking, [redacted] reserves all of its rights to take all necessary legal steps to protect its rights, and recover any losses you may have caused to [redacted] as a result of such breaches. This includes the commencement of urgent proceedings in the Employment Relations Authority, without further notice to you.

Criminal wrongdoing

18. [redacted] also reserves its position regarding possible criminal actions that it may take on the basis that your actions may amount to a criminal offence. Specifically:
- a. unlawful taking, obtaining, or copying of trade secrets under section 230 of the Crimes Act 1961; and/or
 - b. unlawful accessing of a computer system for a dishonest purpose under section 249 of the Crimes Act 1961.
19. We have advised [redacted] that it may bring this matter to the attention of your new principal and relevant authorities, including the Police and any other relevant authority.
20. We trust that you will attend to these undertakings as a matter of urgency and suggest that you take legal advice should you have any questions regarding the content of this letter.

Yours faithfully



Danny Gelb.

Undertaking

I, _____, warrant and undertake that I:

- a. understand and will comply with the obligations that I continue to owe _____ Limited (_____) pursuant to the employment agreement between myself and _____ including but not limited to my obligations in respect of confidential information;
- b. will immediately cease all actions that are, or may be, in breach of these obligations, including using or disclosing _____ confidential information and intellectual property that I have in my possession, power, or control;
- c. will not use, or disclose, any _____ confidential information and intellectual property to any person or entity;
- d. will immediately deliver up to _____ all confidential information and intellectual property belonging to _____ that I have in my possession, power, or control, and undertake that I have destroyed all copies of _____ confidential information and intellectual property that I held on any personal or other device and do not retain any _____ confidential information and intellectual property, in any form whatsoever; and
- e. understand and will comply with the obligations that I continue to owe _____ pursuant to the Settlement Agreement between myself and _____ including but not limited to my obligations in respect of the non-disparaging comments.

Signed

Dated:

ANDERSON

EMPLOYMENT LAW ADVOCACY

Refer to: Lawrence Anderson
Direct Phone: 0276 529 529
Email: Lawrence@AndersonLaw.nz

This is the exhibit marked with the letter "A" mentioned and referred to in the annexed affidavit of LAWRENCE ANDERSON sworn at AUCKLAND this 9th day of AUGUST 2024 before me:

Monday 13 May 2024

c/- Danny Gelb Employment Law Advocate Solicitor of the High Court of New Zealand

RE: May 2024 letter from Danny Gelb Employment Advocacy

Dear Mr Gelb,

James Joseph McGuire
Solicitor
Auckland

1. I refer to your letter to Mr [redacted] which records the date of [redacted] 2024.
2. Following receipt of said letter Mr [redacted] telephoned you to seek specific details of allegations from you. You were unable to provide any specific details of allegations.
3. Mr [redacted] describes that all interactions he has had with you that you have been unfriendly, rude, abrupt, accusing, and very rough in your interactions with Mr [redacted].
4. Mr [redacted] has not breached any provisions of his former employment agreement, and Mr [redacted] has not breached any terms of the record of settlement that you refer to.
5. Mr [redacted] further reports to me that in his conveying to you that he has not done anything in breach, your response was to Mr [redacted] "don't lie".
6. Your letter fails to convey any specificity of alleged breaches. It refers to criminal allegations against Mr [redacted]. It demands that Mr [redacted] signs undertakings and there is reference to your seeking that Mr [redacted] surrender personal devices for your client's inspection.
7. Mr [redacted] is not required to do anything for your client; para [19] of your letter if exercised raises privacy issues where you can be found to instigate, aid and abet.
8. Your client's claims are not made out; we trust this matter is at an end.

Yours faithfully,



Lawrence Anderson

Employment Relations Authority

Te Ratonga Ahumana Taimahi



File number: 3263079

18 December 2023

Danny Gelb
danny.gelb@employmentlaw.net.nz

Lawrence Anderson
Lawrence@AndersonLaw.nz

Kia ora

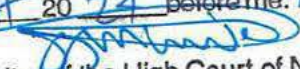
Jake Pirret-Buik and Second Slice Limited (Employment Relationship Problem)

Please find enclosed the Notice of Investigation Meeting and the Directions of the Authority in respect of these proceedings.

If you have any questions please do not hesitate to contact me by phone +6499701550 or email aucklandera@era.govt.nz. Further information about the Authority's process, including how you can manage your case information online, can be found on our website: www.era.govt.nz.

Ngā mihi

Authority Officer
Auckland

This is the exhibit marked with the letter "15"
mentioned and referred to in the annexed
affidavit of LAWRENCE ANDERSON
sworn at AUCKLAND this 9th day of
AUGUST 2024 before me:

A Solicitor of the High Court of New Zealand

James Joseph McGuire
Solicitor
Auckland

Form 8

Under the Employment Relations Act 2000

BEFORE THE EMPLOYMENT RELATIONS AUTHORITY

BETWEEN Jake Pirret-Buik, of 6 Tautari Street, Orakei, Auckland
1071 - Applicant

AND Second Slice Limited, of
- Respondent

NOTICE OF INVESTIGATION MEETING

TO the Applicant
AND TO the Respondent

Take notice that the Employment Relations Authority will hold an Investigation Meeting in relation to an Employment Relationship Problem at **Room-6 162 Victoria Street West, Auckland Central, Auckland 1010 on 19 July 2024 at 10:00 AM.**

NOTES:

1. If the applicant does not attend the investigation meeting, the matter may be dismissed and costs may be awarded against the Applicant.
2. If the respondent does not attend the investigation meeting, the Authority may, without hearing evidence from the respondent, issue a determination in favour of the applicant.
3. Hearing fees may be payable. The first day is free. For the second and any subsequent day, hearing fees of \$153.33 per half day are payable by the party who started the proceedings.
4. You are also advised that any legal costs incurred by the other party may be awarded should you not be successful in bringing or defending the claim.
5. If in doubt, please contact an Officer of the Employment Relations Authority at Phone number 09 970 1550, or by emailing aucklandera@era.govt.nz, immediately.

DATED: 18 December 2023

Authority Officer



Lawrence Anderson

From: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Sent: Wednesday, 19 July 2023 9:52 pm
To: 'secretary@elinz.org.nz'
Cc: 'Anthony Drake'
Subject: RE: ELINZ unethical and unprofessional behaviour
Attachments: v pdf
Flag Status: Flagged

You need to review what you are saying here,

The director of [redacted] Limited, is [redacted], read the attached judgment relating to [redacted] of [redacted]

So any ELINZ member can deflect and dodge responsibility by way of their company having the contract with their client? (Although, Ms [redacted] did not expressly sign up to [redacted] Limited)

I direct two companies myself, No Win No Fee Kiwi Limited and Employer Help Limited, and as a member of AMINZ, would you think they would allow me to argue the same defence if I was complained about? It wasn't me! It was my company!

Regards,

Lawrence Anderson
0276 529 529
AndersonLaw.nz

From: secretary@elinz.org.nz <secretary@elinz.org.nz>
Sent: Wednesday, July 19, 2023 11:37 AM
To: 'Lawrence Anderson' <Lawrence@AndersonLaw.nz>
Cc: 'Anthony Drake' <Anthony.Drake@wynnwilliams.co.nz>
Subject: RE: ELINZ unethical and unprofessional behaviour

This is the exhibit marked with the letter "16" mentioned and referred to in the annexed affidavit of LAWRENCE ANDERSON sworn at AUCKLAND this 9th day of AUGUST 2024 before me:
[Signature]
A Solicitor of the High Court of New Zealand

Ma ora Lawrence

James Joseph McGuire
Solicitor
Auckland

In relation to your below email.

1. [redacted] is an ELINZ member, and we took appropriate action in relation to your complaint.
2. Your client file is with a practitioner of [redacted], who is not an ELINZ member – it is not [redacted] client file. We, therefore, have no jurisdiction over the practitioner.
3. [redacted] as an entity is not an ELINZ member. We, therefore, have no jurisdiction over the company.

You will need to seek alternative recourse to obtaining your client file. We have taken action with the matters that we can govern.

Ngā mihi nui
Jaime

12

Jaime Rose-Peacock
Secretary/Treasurer, Executive Member
ELINZ – Employment Law Institute of New Zealand
secretary@elinz.org.nz | www.elinz.org.nz |



From: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Sent: Thursday, July 13, 2023 4:24 PM
To: secretary@elinz.org.nz
Cc: 'Anthony Drake' <Anthony.Drake@wynnwilliams.co.nz>
Subject: RE: ELINZ unethical and unprofessional behaviour

Appropriate action? Where is my client's file that was asked for? When am I going to be provided a copy of Ms file from your Member?

Regards,

Lawrence Anderson
^276 529 529
Lawrence@AndersonLaw.nz

From: secretary@elinz.org.nz <secretary@elinz.org.nz>
Sent: Thursday, July 13, 2023 3:08 PM
To: 'Lawrence Anderson' <Lawrence@AndersonLaw.nz>
Subject: RE: ELINZ unethical and unprofessional behaviour

Kia ora Lawrence

I send this email on behalf of Anthony Drake, acting for the Executive Committee.

Your complaint has now been fully investigated, and appropriate action has been taken.

Thank you for your patience as we worked through this matter.

Ngā mihi nui
Jaime

Jaime Rose-Peacock
Secretary/Treasurer, Executive Member
ELINZ – Employment Law Institute of New Zealand
secretary@elinz.org.nz | www.elinz.org.nz |



From: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Sent: Tuesday, February 28, 2023 2:29 PM
To: 'Anthony Drake' <Anthony.Drake@wynnwilliams.co.nz>
Cc: 'Secretary' <secretary@elinz.org.nz>
Subject: RE: ELINZ unethical and unprofessional behaviour

13

Hi Anthony,

Thank you, 12:30 PM on either Monday or Tuesday I will welcome your call.

Regards,

Lawrence Anderson AAMINZ
GradDip Dispute Resolution
0276 529 529
AndersonLaw.nz

From: Anthony Drake <Anthony.Drake@wynnwilliams.co.nz>
Sent: Tuesday, 28 February 2023 1:27 pm
To: Lawrence Anderson <lawrence@andersonlaw.nz>
Cc: Secretary <secretary@elinz.org.nz>
Subject: RE: ELINZ unethical and unprofessional behaviour

Dear Lawrence

I refer to your email to Kelly Coley, and respond on behalf of ELINZ.

I would be grateful if you could let me know your availability next week (on either Monday or Tuesday) for a telephone call to discuss how this matter can be addressed and resolved.

I look forward to hearing from you.

Kind regards

Anthony
Vice President
ELINZ



Anthony Drake
Partner
Wynn Williams

P +64 9 300 2615

www.wynnwilliams.co.nz

M +64 21 790 140

[Connect with us on LinkedIn](#)

----- Forwarded message -----

From: Lawrence Anderson <Lawrence@andersonlaw.nz>
Date: Tue, 28 Feb 2023 at 12:28 PM
Subject: ELINZ unethical and unprofessional behaviour
To: <kelly@coleslaw.co.nz>
Cc: <graeme@colgan.nz>

I refer to the attachment.

It refers to the "president of ELINZ" willing to speak with my client. Do you have any knowledge of this?

and being member of elinz does not provide written terms of engagement to his "clients" to review and sign. I have already complained to elinz about this in the past and nothing was done about it.

From time to time I get calls from members of the public that are looking for representation and they have been misled and fooled by . In every case there is always major confusion over what these people are apparently "agreeing" to, but they are never provided with terms of engagement there is never a process to ensure that these members of the public get a fair opportunity to review terms of engagement and to sign or show some way of expressly entering into an agreement with (these are people that you say advocates are causing extreme emotional distress to, your own members are doing it Kelly).

Further, this elinz member and his organization have no regard to privacy laws, they do not provide their "clients" with correspondence (like PG's raised, other documents), and when asked for the information, and in this case, not only my client asked for her file, but also myself asked for it, and team do not fulfil the requests made of them.

It is the object of this email to confirm with you whether you consider this behaviour to be appropriate of your members and becoming of a "regulated" organization?

And maybe you can help myself and my client to obtain her file from in full?

Regards,

Lawrence Anderson AAMINZ

GradDip Dispute Resolution

0276 529 529

AndersonLaw.nz

--
Kelly Coley
Advocate & Mediator



This e-mail and any attachment is for authorised use by the intended recipient(s) only. It may contain proprietary material, confidential information and/or be subject to legal privilege. It should not be copied, disclosed to, retained or

Re: FW: ELINZ unethical and unprofessional behaviour

Anthony Drake <Anthony.Drake@wynnwilliams.co.nz>
To: Lawrence Anderson <Lawrence@andersonlaw.nz>
Cc: "secretary@elinz.org.nz" <secretary@elinz.org.nz>

Fri, Aug 11, 2023 at 2:32 PM

Dear Lawrence

ELINZ has no obligation to respond to your request. In my last email to you, I advised that I was becoming increasingly concerned about the tone (and content now) of your emails. They have all the appearance of harassment. I suggest that you cease and desist in your current course of action.

Kind regards



Anthony Drake

Partner

Wynn Williams

This is the exhibit marked with the letter "17" mentioned and referred to in the annexed affidavit of LAWRENCE ANDERSON sworn at AUCKLAND this 9th day of AUGUST 2024 before me:
[Signature]
A Solicitor of the High Court of New Zealand

James Joseph McGuire
Solicitor
Auckland

P +64 9 300 2615

www.wynnwilliams.co.nz

M +64 21 790 140

Connect with us on LinkedIn

From: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Sent: Friday, August 11, 2023 2:28 PM
To: secretary@elinz.org.nz
Cc: Anthony Drake <Anthony.Drake@wynnwilliams.co.nz>
Subject: RE: ELINZ unethical and unprofessional behaviour

Hi Secretary,

How many companies are members of ELINZ?

AND

How many members of ELINZ contract with their clients through limited liability companies?

The answer would likely look like (1.) *Zero*; and (2.) *Most if not all of them*.

If you can please answer my questions that will be helpful.

Regards,

Lawrence Anderson

0276 529 529

AndersonLaw.nz

From: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Sent: Wednesday, July 19, 2023 9:52 PM
To: 'secretary@elinz.org.nz' <secretary@elinz.org.nz>
Cc: 'Anthony Drake' <Anthony.Drake@wynnwilliams.co.nz>
Subject: RE: ELINZ unethical and unprofessional behaviour

You need to review what you are saying here.

The director of [redacted] Limited, is [redacted], read the attached judgment relating to [redacted] of [redacted]

So any ELINZ member can deflect and dodge responsibility by way of their company having the contract with their client? (Although, Ms [redacted] did not expressly sign up to [redacted] Limited)

I direct two companies myself, No Win No Fee Kiwi Limited and Employer Help Limited, and as a member of AMINZ, would you think they would allow me to argue the same defence if I was complained about? It wasn't me! It was my company!

Regards,

Lawrence Anderson

0276 529 529

AndersonLaw.nz

From: secretary@elinz.org.nz <secretary@elinz.org.nz>
Sent: Wednesday, July 19, 2023 11:37 AM
To: 'Lawrence Anderson' <Lawrence@AndersonLaw.nz>
Cc: 'Anthony Drake' <Anthony.Drake@wynnwilliams.co.nz>
Subject: RE: ELINZ unethical and unprofessional behaviour

Re: Complaint David Fleming Barrister

2 messages

David Fleming <david@flemingsingletonlaw.co.nz>
To: Lawrence Anderson <Lawrence@andersonlaw.nz>

Fri, Oct 6, 2023 at 5:48 PM

Thanks Lawrence

David

Sent from my iPad

On 6/10/2023, at 4:47 PM, Lawrence Anderson <Lawrence@andersonlaw.nz> wrote:

Dear David,

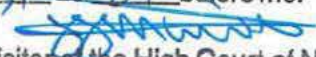
See below.

Regards,

Lawrence Anderson

0276 529 529

AndersonLaw.nz

This is the exhibit marked with the letter "16" mentioned and referred to in the annexed affidavit of LAWRENCE ANDERSON sworn at AUCKLAND this 9th day of AUGUST ~~20 24~~ before me:

A Solicitor of the High Court of New Zealand

From: Complaints <complaints@lawsociety.org.nz>
Sent: Friday, October 6, 2023 4:42 PM
To: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Subject: RE: Complaint David Fleming Barrister

James Joseph McGuire
Solicitor
Auckland

Dear Mr Anderson

Thank you for your email - we acknowledge the withdrawal of your complaint and no further action will be taken on it.

If you have any questions please let me know.

Ngā mihi / Kind regards

Zylpha Kovacs

Senior Professional Standards Officer

New Zealand Law Society | Te Kāhui Ture o Aotearoa



On 8/10/2023, at 6:04 PM, Lawrence Anderson <Lawrence@andersonlaw.nz> wrote:

Hi David,

I hope to work with you well for the rest of this and in the future.

I withdrew all complaints I had with Danny with elinz and justice of peace.

It is my hope that if a complaint was filed by yourself to aminz that I hope that we can resolve it between us as gentlemen.

I have had a lot of stress recently work and study wise, and I would like to seek some confirmation as to status of where your complaint if it exists sits and what you might want to do with that, and also Danny's current complaint against me.

Seriously this is a load of crap and not healthy for anyone involved and I just would like to reconcile with yourself and Danny and to work with you both and this other stuff re complaints has been too stressful and unproductive, and I would like to see an end to it. We should be focussing on the court case now. Not this complaint rubbish.

I would also like to say that before this matter we had phone calls that were cool and contentious re the other client matters, but we should be on a talking relationship in my view.

Danny is a stakeholder that I would also like to improve relations with and I have a case this week with him in mediation.

I would like things outside of cases to settle, and then we can settle our cases.

[Quoted text hidden]



From: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Sent: Monday, 14 August 2023 12:31 pm
To: 'David Fleming'
Subject: RE: Your phone call to me

Hi David,

You are lying, Keziah was not there.

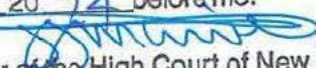
You were arguing with me from the very start of the conversation when I asked about the offer that your client apparently made to settle through Danny Gelb. You got very annoyed with me about asking that. So therefore, how you can now turn around and say that Keziah was there to possibly take notes on the possibility of a useful discussion, there is no way that could be true.

Any notes that you say exist are fraudulent.

Regards,

Lawrence Anderson
0276 529 529
AndersonLaw.nz

James Joseph McGuire
Solicitor
Auckland

This is the exhibit marked with the letter "17" mentioned and referred to in the annexed affidavit of LAWRENCE ANDERSON sworn at AUCKLAND this 14th day of AUGUST 2024 before me:

A Solicitor of the High Court of New Zealand

From: David Fleming <david@flemingsingletonlaw.co.nz>
Sent: Monday, August 14, 2023 12:19 PM
To: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Subject: RE: Your phone call to me

Lawrence, "shit", "fucking shit" and "retard" were your exact words to me, and because I had put you on speakerphone thinking that we might be about to have a useful discussion I would be wanting to take notes of, you were overheard by Keziah.

I don't know why you now deny making those comments, but I have no interest in wasting more time disussing this.

David Fleming

Barrister
0224 387 615

David@FlemingSingletonLaw.co.nz
Level 3, 26 Hobson Street, Auckland Central
PO Box 258 Shortland St Auckland 1140
www.flemingsingletonlaw.co.nz

From: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Sent: Monday, August 14, 2023 11:34 AM



To: David Fleming <david@flemingsingletonlaw.co.nz>

Subject: RE: Your phone call to me

Hi David,

I reply in **RED** below with a rebuttal.

Regards,

Lawrence Anderson

0276 529 529

AndersonLaw.nz

From: David Fleming <david@flemingsingletonlaw.co.nz>

Sent: Monday, August 14, 2023 10:21 AM

To: Lawrence@AndersonLaw.nz

Subject: Your phone call to me

Dear Lawrence

Over the course of our brief telephone conversation after this morning's case conference:

LA: The call was 4 minutes and 40 seconds in duration.

- You told me my client's position was "shit" (LA: Denied), and repeatedly asserted that I did not know the law (LA: Denied), had not done any legal research (LA: Denied, although I did say that I had done the research and cannot find any law that asserts your client's position in these interlocutory matters), and was misleading my client (LA: Denied).
- You told me my legal knowledge was "fucking shit". (LA: Wow really? Denied, there is no way that I said that)
- You called me "a retard". (LA: I do not recall saying that, but I will say that you were talking over me and arguing with me, would not listen and failed to articulate yourself to a reasonable degree, including that the interlocutory applications and prior correspondence you did fail to articulate yourself)
- You berated me about an issue between you and Danny Gelb. (LA: I would not say berated, I was asking you if you had knowledge of the offer that Mr Gelb made on behalf of your client without instructions)
- You told me there would not be a joint position in respect of the outstanding interlocutory applications. (LA: No there will not be a joint position, what you have been doing is demanding that my client capitulates to your demands with no legal basis for it, and in previous correspondence you accused me of not "cooperating" with you)

I have received several other inappropriate calls from you (LA: Denied, that is thoroughly untrue) in respect of both this matter and the previous matter in which we appeared opposite each other. I am not willing to continue to be abused by you, and given that you explicitly said there would not be a joint position reached, there is no benefit to my client in me talking with you.

In future, if you have something to say to me about the matter between our clients, please put it in an email.

Regards

David Fleming

Barrister
0224 387 615

David@FlemingSingletonLaw.co.nz

Level 3, 26 Hobson Street, Auckland Central
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From: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Sent: Monday, 14 August 2023 3:58 pm
To:
Subject: RE: This mornings conference call
Flag Status: Flagged

Dear Ms

Thank you very much.


Mr Fleming has accused me of using vulgar and explicit language in the phone call that I made to him immediately after the conference call, and says that Keziah was there to write down what I had said.

In the event that a complaint/allegation is made about me to my professional body, I can at least sow the seed of doubt because Keziah was not in the conference call immediately preceding my call to Mr Fleming.

Regards,

Lawrence Anderson
0276 529 529
AndersonLaw.nz

From: t@justice.govt.nz>
Sent: Monday, August 14, 2023 3:55 PM
To: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Subject: RE: This mornings conference call

This is the exhibit marked with the letter "18" mentioned and referred to in the annexed affidavit of LAWRENCE ANDERSON sworn at AUCKLAND this 9th day of AUGUST 2023 before me:

A Solicitor of the High Court of New Zealand

That is correct Mr Anderson

Ngā mihi | Kind regards



Service Manager/Registrar
Employment Court of New Zealand | Te
Kōti Take Mahi o Aotearoa
Ministry of Justice | Te Tāhū o te Ture
www.employmentcourt.govt.nz
<https://twitter.com/EmploymentCourt>

Fax +64 9 916 9090
Level 2 | Specialist Courts and Tribunals Centre
41 Federal Street | DX CX10086 | Auckland

James Joseph McGuire
Solicitor
Auckland

Please visit our website at: <http://www.employmentcourt.govt.nz/> where you can find useful information about the Court, its processes, procedures, practice directions, judgments and forms.
Please also visit our twitter feed at: <https://twitter.com/EmploymentCourt>

From: Lawrence Anderson <Lawrence@AndersonLaw.nz>
Sent: Monday, 14 August 2023 3:42 p.m.

To: [@justice.govt.nz>](mailto:)

Subject: This mornings conference call

Dear Ms

I need to ask, this morning when the Registrar (that being yourself) called Mr David Fleming, and when asking Mr Fleming whether he was alone, was Mr Fleming alone?

It was my understanding that there were no other participants or persons present other than myself, Mr Fleming and Judge Holden (and yourself), is that correct?

Regards,

Lawrence Anderson

0276 529 529

AndersonLaw.nz