

**IN THE EMPLOYMENT RELATIONS AUTHORITY
AUCKLAND**

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

[2019] NZERA 78
3043853

BETWEEN	SMART EXPRESS LIMITED Applicant
AND	AARON KUMAR First Respondent
AND	MAYANK SINGH Second Respondent
AND	PRIME TRANSPORT & LOGISTICS LIMITED Third Respondent

Member of Authority: Vicki Campbell

Representatives: Stephen Langton for the Applicant
Craig Andrews for First, Second and Third Respondents

Determination: 14 February 2019

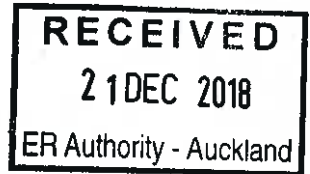
CONSENT DETERMINATION OF THE AUTHORITY

[1] This matter was set down for hearing on 12 and 13 March 2019. The parties have resolved the issues of liability in this proceeding and have asked me to issue this determination by consent.

[2] The respondents have admitted liability to the allegations contained in amended statement of problem dated 21 December 2018 lodged by Smart Express Limited and attached to this determination. The respondents have agreed that the claims against them are proved.

[3] This matter is adjourned to allow the parties to reach agreement in relation to remedies and costs which I understand is imminent and contingent on the issue of this determination.

Vicki Campbell
Member of the Employment Relations Authority



**Before the Employment Relations Authority
at Auckland**

Under The Employment Relations Act 2000

In the matter of applications for compliance orders and claims for damages,
penalties and springboard injunctions

between

SMART EXPRESS LIMITED, a duly incorporated company having its registered
office at 1/19 Hannigan Drive, St Johns, Auckland, 1072

Applicant

and

AARON DARRELL KUMAR of Flat 5, 17 Selwyn Road, Epsom, Auckland 1023

First Respondent

and

MAYANK PRATAP SINGH of 85 Ash Street, Avondale, Auckland 1026

Second respondent

and

PRIME TRANSPORT & LOGISTICS LIMITED a duly incorporated company of
Flat 5, 17 Selwyn Road, Epsom, Auckland 1023

Third respondent

AMENDED STATEMENT OF PROBLEM

Dated: ~~1 November~~ 21 December 2018

TO: The Respondent

AND TO: The Employment Relations Authority

1. The problem (or matter) that the applicant wishes the Authority to resolve are:

1.1. ~~Claims by the applicant~~ against each of the first and second respondents that they breached the express and implied terms of their employment agreement with the applicant by setting up and operating a competing business during their employment (these terms are set out at paragraphs 2.52-4 and 2.62-5, and are referred to as the "**Employment Duties**").
including for:

a. "Springboard" injunctions;

b. Damages; and

a.c. Penalties.

1.2. Claims against each of the first and second respondents that they breached the restraints of trade in their employment agreements with the applicant by soliciting the applicant's clients following termination of their employment (the "**restraints of trade**" are particularised at paragraphs 2.4 xi. and 2.5 xi.), including for:

a. "Springboard" injunctions

b. Damages; and

c. Penalties.

1.3. Claims (for compliance orders under s137, Employment Relations Act 2000) against each of the first and second respondents that they comply with their post-termination of employment restraints of trade ~~Employment Duties that they owe to the applicant for as long as they remain employed by the applicant.~~

1.4. Penalty claims against the first and second respondents for inciting, instigating, aiding and/or abetting the other to breach their Employment Duties and restraints of trade.

1.2.1.5. _____ Penalty claims against the third respondent for inciting, instigating, aiding and/or abetting the first and second respondents' breaches of their Employment Duties and/or restraints of trade.

~~1.3. Damages claims against each of the first and second respondents.~~

2. The facts that have given rise to the problem (or matter) are:

Parties

2.1. The applicant, Smart Express Limited, is an incorporated company, which provides private and commercial moving and delivery services (including furniture, fragile deliveries, bulk courier and parcel deliveries) throughout the North Island. It commenced this business in February 2007. Its directors and 50% (each) shareholders are Devandran Devaroyan and Susan Spelman.

2.2. The first respondent, Aaron Kumar, commenced employment with the applicant on 22 July 2015, as Accounts, Office Administration and Internal Sales, and on or about 23 January 2018, was promoted to be the applicant's Finance and Commercial Manager, and a member of the applicant's management team.

2.3. The second respondent, Mayank Singh, also known as Mike Singh, commenced employment with the applicant on 15 February 2017 as Internal Sales and Customer Services and on or about 23 January 2018 was promoted to be the applicant's Marketing & Communications Manager, and a member of the applicant's management team.

2.3.2.4. _____ The third respondent is an incorporated company. Its directors and shareholders (50% each) are the first and second respondents. It was

incorporated by them on 3 August 2018, after when it commenced trading in competition with the applicant.

First Respondent's Employment Duties

2.4.2.5.

_____ Th
e first respondent ~~is~~was employed pursuant to a written individual employment agreement, material terms of which include:

- a. The following express terms:
 - i. that he will conduct his duties in the best interests of the applicant and the employment relationship (clause 10.3);
 - ii. that he will deal with the applicant in good faith in all aspects of the employment relationship (clause 10.4);
 - iii. that he will conduct himself at work in the best interests of the applicant and the employment relationship (clause 10.5);
 - iv. that he will not breach trust and confidence in the employment relationship (clause 10.8);
 - v. that he will not during his employment or afterwards disclose or distribute confidential information to any other person, which information includes turnover information, information about products and services, messages, company data, trade secrets, client lists, client information (clause 22.1);
 - vi. that all work produced, ideas, concepts, copyright, inventions and patents, trademarks or other processes developed or created by him for the applicant, and the copyright in such work, will be the applicant's not his (clause 23);

- vii. that if he becomes aware of any conflict between his interests and the applicant's interests (potential or actual) then at the earliest opportunity he must disclose it to the applicant in writing (Clause 24.2);
 - viii. that he will not during the employment be employed or engaged or concerned in the conduct of any business that competes directly or indirectly with the applicant (clause 24.5);
 - ix. that his use of the internet and email facilities at work is not contrary to the applicant's best interests and meets the ethical standards of the workplace (clause 25.2);
 - x. that his use of his personal email will not be contrary to his duties to the applicant (clause 25.7);
 - xi. that for three months after his employment ends, he will not seek to solicit from or carry out any work of the same nature for any client or customer of the applicant, if he had dealings with that client during his employment (clause 28.1.1);
 - xii. that for three months after his employment ends, he will not solicit or engage any employee of the applicant with whom he had dealings during his employment (clause 28.1.2); and
- b. the implied duties of fidelity and to act in good faith, which duties include to act in the applicant's best interests, and not to misuse its confidential information.

Second Respondent's Employment Duties

2-5-2.6.

_____ Th
 e second respondent iswas employed pursuant to a written individual employment agreement, material terms of which include:

- a. the following express terms:
- i. that he will conduct his duties in the best interests of the applicant and the employment relationship (clause 9.3);
 - ii. that he will deal with the applicant in good faith in all aspects of the employment relationship (clause 9.4);
 - iii. that he will conduct himself at work in the best interests of the applicant and the employment relationship (clause 9.5);
 - iv. that he will not breach trust and confidence in the employment relationship (clause 9.8);
 - v. that he will not during his employment or afterwards disclose or distribute confidential information to any other person, which information includes turnover information, information about products and services, messages, company data, trade secrets, client lists, client information (clause 21.1);
 - vi. that all work produced, ideas, concepts, copyright, inventions and patents, trademarks or other processes developed or created by him for the applicant, and the copyright in such work, will be the applicant's not his (clause 22);
 - vii. that if he becomes aware of any conflict between his interests and the applicant's interests (potential or actual) then at the earliest opportunity he must disclose it to the applicant in writing (Clause 23.2);
 - viii. that he will not during the employment be employed or engaged or concerned in the conduct of any business that competes directly or indirectly with the applicant (clause 23.5);

- ix. that his use of the internet and email facilities at work is not contrary to the applicant's best interests and meets the ethical standards of the workplace (clause 24.2);
 - x. that his use of his personal email will not be contrary to his duties to the applicant (clause 24.7).
 - xi. that for three months after his employment ends, he will not seek to solicit from or carry out any work of the same nature for any client or customer of the applicant, if he had dealings with that client during his employment (clause 27.1.1).
 - xii. that for three months after his employment ends, he will not solicit or engage any employee of the applicant with whom he had dealings during his employment (clause 27.1.2); and
- b. the implied duties of fidelity and to act in good faith, which duties include to act in the applicant's best interests, and not to misuse its confidential information.

First and Second Respondent's resignations

2.6.2.7. _____ On 9 October 2018 the first respondent provided written notice of termination of his employment to the applicant. The notice period was due to expires, and the first respondent's employment was due to terminates on 15 November 2018.

2.7.2.8. _____ In breach of his Employment Duties, the first respondent advised the applicant that he had outgrown the business, did not believe it was growing as fast as he thought it should, that he needed a break and he had no job to go to.

2.8.2.9. _____ On 19 October 2018 the second respondent provided notice of termination of

his employment to the applicant. The notice period expires, and the second respondent's employment terminates on 30 November 2018.

~~2.9.2.10.~~

In breach of his Employment Duties, the first respondent advised the applicant that he was involved in an investment company called NZFI, for whom he had developed a website, and while it had initially wanted him to join the following year, it now wanted to bring that forward to an earlier date, and for him go overseas for them in December 2018.

First and Second Respondent's breaches of their Employment Duties

~~2.10.2.11.~~

In the course of their employment, the first respondent and the second respondent:

- a. used ~~and continue to use~~ their own personal computer systems (laptops) in the performance of their duties for the applicant, to which systems the applicant ~~has had~~ no access;
- b. used ~~and continue to use~~ their own mobile phone/smartphone (iPhones) in the performance of their duties for the applicant, to which systems the applicant ~~has had~~ no access;
- c. used ~~and continue to use~~ the phone numbers and sim cards in their iPhones provided and paid for by the applicant (the first respondent's phone number is (021) 906 311 and the second respondent's phone number is (021) 262 2203);
- d. had ~~and continue to have~~ access to the applicant's systems, including:
 - i. in the case of the first respondent – ICOS, Trackit, Exsalerate, Xero, Microsoft OneDrive (all files) and associated applications, iCloud, G Suite by Google Cloud which includes Google Drive and Gmail (his Smart Express email account and Smart Express' multi user email accounts: info@smartexpress.co.nz;

auckland@smartexpress.co.nz;
despatch@smartexpress.co.nz;
support@smartexpress.co.nz; and
admin@smartexpress.co.nz), platforms and Apps (i.e. Buddy, ~~the applicant's~~ telephone system app), Macafee (antivirus software), Paymark (~~the applicant's~~ live payment gateway);

- ii. in the case of the second respondent – ICOS, Trackit, Microsoft OneDrive (selected files) and associated applications, G Suite by Google Cloud which includes Google Drive and Gmail (his Smart Express email account and Smart Express' multi user email accounts (as listed in paragraph ~~2.11.d.i2.10.d.i~~, platforms and Apps (including the driver portal and the "2 Big for Your Car" platform), ~~the applicant's~~ website, website rating platform, google adwords, facebook, trade me, Google listings, marketing plans and business strategy, neighbourly, cloud based storage, photos and video, marketing material;
- e. had ~~and continues to have~~ access to the applicant's confidential information, including its rates, pricing strategies, commercial strategies, supplier and contractor costs, cost models, financial records and accounting, commercial and marketing strategies, business mentor advice to the applicant, and directives, templates and brochures.

~~2.11.2.12.~~

Du

ring their employment, and in order to commence and undertake a business to compete with the applicant:

- a. On or about 19 August 2018, the first respondent and second respondent reserved the name of a company, Prime Transport & Logistics Limited ("**Prime**"), and on 31 August 2018, incorporated and registered Prime.

- b. On or around 2 October 2018, Prime purchased a vehicle (2009 Isuzu Truck, registration plate number LRE176) ("**Prime's vehicle**").
- c. The first and second respondent reserved a web domain name for their new business www.primetransport.co.nz, and set up an email address aaron@primetransport.co.nz, and auckland@primetransport.co.nz.
- d. On 11 October 2018, the first respondent requested the applicant's telecommunications provider (Vodafone) to transfer to him the sim card owned and paid for by the applicant that he used (in his own phone) for his employment.
- e. The first and second respondent leased premises in Newmarket and Ponsonby from which to operate their competing business.
- f. The first and second respondent obtained new landline and mobile phone numbers for their new business, the landline number being (09) 525 2161, and the first respondent's mobile phone number being (027) 236 2510.

Claim 1 – First and Second Respondent's breach of their employment agreements during their employment

2.12.2.13.

During their employment with the applicant, the first and second respondent breached ~~and continue to breach~~ their Employment Duties (being the terms of their employment outlined in paragraphs 2.52.4 and 2.62.5 above) as follows:

- a. They ~~have undertaken and continue to undertake~~undertook a business that is in competition with the applicant, including by:
 - i. Through Prime, performing the same transport services for customers as the applicant provides, including (at least) on 19 October 2018, when one of its drivers, using Prime's

Vehicle, collected furniture for a customer from a house in Titirangi and delivered it to another house in Orakei;

- ii. ~~Soliciting custom from the applicant's customers, including Fliway Group, by providing it with a proposal to provide competing services, included in which proposal were their "rates" (lower than the applicant's rates), and a request to Fliway complete an account application form should it accept their proposal, the particulars of which are set out in Schedule 1.~~
- iii. On their own and/or through Prime:
 - A. On 23 August 2018, contacting Smartmove* about becoming a registered mover (*Smartmove operates a website through which potential customers of moving services request prices from movers who are registered with Smartmove, and then they select the mover they wish to engage. Smartmove sells those "leads" of customers who have requested prices, to those of its registered movers who decide to buy them. Those movers then quote on the customers' jobs, and, where the customer selects their quote, they perform the job and Smartmove charges the registered mover a fee. The applicant was and is registered as a mover with Smartmove);
 - B. On 4 September 2018, the first and second respondents (through Prime) registered as a mover, with Smartmove; and
 - C. Since then, they have purchased and quoted on 65 leads from Smartmove, 43 of which leads were also leads provided by Smartmove to the applicant;

D. As at 30 October 2018, they had successfully won and completed at least four of those jobs from these leads over the applicant.

- b. They ~~have undertaken~~ undertook the competing business during the hours of work and for which they ~~were~~ are paid by the applicant.
- c. They ~~have~~ encouraged each other to breach their Employment Duties.
- d. They ~~have~~ encouraged another Employee to terminate her employment to commence working for them/Prime.
- e. Each of them ~~has~~ failed to disclose to the applicant that the other one ~~was~~ is in breach of his Employment Duties.
- f. They ~~have~~ failed to disclose to the applicant that their personal interests ~~conflicted~~ ed with their Employment Duties.
- g. They ~~have~~ misused the applicant's confidential information about the applicant's rates that it charges, or offers to customers (including Smartmove customers) by submitting their own rates to the same customers.

2.14. ~~Doing~~ During his employment the first respondent breached his Employment Duties by transferring to himself, without authorisation, and where he knew he needed authorisation, the applicant's sim card and phone number provided to him and paid for by the applicant to use for his employment.

2.15. The applicant terminated the first respondent's and the second respondent's employment on 15 November 2018 on the grounds of serious misconduct.

Claim 2 – First and Second Respondent's breach of restraints of trade

2.16. Following termination of the first respondent's and the second respondent's employment with the applicant, they breached their

restraints of trade in their employment agreements by soliciting the applicant's clients as follows, the particulars of which are set out in Schedule 2.

Claim 3 – First and Second Respondent's breach of s134 of the Employment Relations Act 2000

2.17. The first respondent and the second respondent each incited, instigated, aided and/or abetted the other to breach their Employment Duties and restraints of trade, in breach of s134 of the Employment Relations Act 2000.

Claim 4 – Claim against the Third respondent under s134 of the Employment Relations Act 2000

2.18. By the first and second respondents' breaching their Employment Duties and restraints of trade through the third respondent, the third respondent incited, instigated, aided and/or abetted breaches in breach of s134 of the Employment Relations Act 2000.

3. The applicant would like the problem (or matter) to be resolved in the following way:

3.1. For Claim 1, the applicant claims the following remedies against each of the first and second respondents:

a. A "springboard" injunction prohibiting them from providing any services to the customers, clients and/or suppliers named in Schedule 1 (and any other client, customer and/or supplier of the applicants) for a period of twelve months.

a. Compliance orders be made against each of the first respondent and second respondent, pursuant to s137(1)(a)(i) of the Employment Relations Act 2000, that they comply with their Employment Duties:

b. An enquiry into the damages suffered by the applicant as a result of the first and second respondent's breaches of the Employment Duties be ordered, such damages to include at least:

i. Expectation damages (or an account of profits) for the losses of business custom suffered by the applicant as a result of the first and second respondent's breaches of their Employment Duties.

~~ii.~~ Special damages for the applicant's costs it has incurred ~~by~~ ~~it~~ as a result of the first and second respondent's breaches of their Employment Duties loss, including legal costs, forensic IT costs, management time wasted and other expenses.

~~ii-iii.~~ Reliance damages in an amount equal to the salary and other benefits ~~paid by the applicant to the respondents under their employment agreements during the period of time they were in breach of their Employment Duties.~~

~~c.~~ Interest ~~be awarded on the damages.~~

~~d.~~ Penalties of \$10,000 against each of them, for each breach, and an order that the penalties be ~~paid to the applicant.~~

~~e.~~ Orders that the first and second respondents~~they~~ pay the applicant's legal costs.

3.2. For Claim 2, the applicant claims the following remedies against each of the first and second respondents:

a. A "springboard" injunction prohibiting them from providing any services to the customers, clients and/or suppliers named in Schedule 2 (and any other client, customer and/or supplier of the applicants) for a period of twelve months.

- b. An enquiry into the damages suffered by the applicant as a result of the first and second respondents' breaches of their restraints of trade be ordered, such damages to include at least:
- i. Expectation damages (or an account of profits) for the losses of business custom suffered by the applicant as a result of the first and second respondent's breaches of their restraints of trade.
 - ii. Special damages for the applicant's costs it has incurred as a result of the first and second respondent's breaches of their restraints of trade, including legal costs, forensic IT costs, management time wasted and other expenses.
- c. Interest be awarded on the damages.
- d. Compliance orders be made against each of the first respondent and second respondent, pursuant to s137(1)(a)(i) of the Employment Relations Act 2000, that they comply with their restraints of trade.
- e. Penalties of \$10,000 against each of them, and an order that the penalties be paid to the applicant.
- d. Orders that they pay the applicant's legal costs.
- 3.3. For Claim 3, the applicant claims against each of the first and second respondents, under s134 of the Employment Relations Act 2000:
- a. Penalties of \$10,000 against each of them for each breach of s134, and an order that the penalties be paid to the applicant.
 - b. Orders that they pay the applicant's legal costs.
- 3.4. For Claim 4, the applicant claims against the third respondent, under s134 of the Employment Relations Act:

a. Penalties of \$20,000 for each breach of s134, and an order that the penalties be paid to the applicant.

b. Order the third respondent pay the applicant's legal costs.

4. The applicant attaches copies of the following documents (which the applicant thinks are relevant to the problem):

4.1. The affidavits of **SUSAN JEAN SPELMAN** sworn 1 November 2018, **DEVAN DEVAROYAN** affirmed 1 November 2018, and the annexures to them, filed in support of the applicant's application for summonses to be issued to the first and second respondents.

4.2. Documents produced to the Authority as a result of the summonses issued by it to the respondents, and the follow up searches of those documents (to be provided).

4.3. Documents produced to the Authority as a result of its orders to Spark and Vodafone for telephone and text message records, and the follow up searches of those records (to be provided).

4.4. Letter from LangtonHudsonButcher to McVeagh Fleming Lawyers dated 9 November 2018.

4.5. Letter from McVeagh Fleming Lawyers to LangtonHudsonButcher dated 14 November 2018.

4.6. Letter from Smart Express to Mr Kumar dated 15 November 2018.

4.1.4.7. Le
tter from Smart Express to Mr Singh dated 15 November 2018.

Mediation

5. Have you, the applicant, tried to resolve this problem (or matter) by using Mediation Services provided by the Department of Labour?

5.1. No.

6. Have you, the applicant, tried to resolve this problem (or matter) by using mediation provided by someone other than the Department of Labour?

6.1. No.

7. Have you, the applicant, taken any other steps of any kind to resolve the problem (or matter)?

7.1. No.

8. If you, the applicant, have answered "No" to both the question in paragraph 5 and the question in paragraph 6 please indicate why you have not used mediation to try to resolve the problem (or matter):

8.1. The matter is urgent and not suited to mediation in the first instance.

Fee

9. This application is accompanied by the prescribed fee.



S C Langton
Solicitor for the Applicant

Date: ~~01 November~~ 21 December 2018

NOTICE TO THE RESPONDENT:

1. If you intend to respond to this application, you must, within 14 days after the date of the service of this application on you, lodge two copies of a statement in reply with an office of the Employment Relations Authority at Auckland.

2. The term **days** (in paragraph 1 of this notice) does not include any day in the period beginning with 25 December in any year and ending with 5 January in the following year.
3. You will be notified of the place, date, and time at which the Authority will conduct any investigation meeting in respect of this application.



Officer of the Employment Relations Authority



The seal of the Employment Relations Authority of New Zealand is circular. It features the text 'THE EMPLOYMENT RELATIONS AUTHORITY OF NEW ZEALAND' around the top inner edge and 'THE SEAL OF THE EMPLOYMENT RELATIONS AUTHORITY OF NEW ZEALAND' around the bottom inner edge. In the center is the New Zealand coat of arms, which includes a crown, two figures holding a shield, and a star below.

Date: *21 December 2018*

This **STATEMENT OF PROBLEM** is lodged by **STEPHEN CRAIG LANGTON** solicitor for the abovenamed applicant. The address for service is at the offices of LangtonHudsonButcher, Lawyers, Level 6, General Buildings, 33 Shortland Street, Auckland.

Documents for service on the abovenamed applicant may be left at that address for service or may be:

- (a) Posted to the solicitor at PO Box 3690, Auckland; or
- (b) Transmitted to the solicitor by facsimile to (09) 916 2599.

SCHEDULE 1

Soliciting custom from the applicant's customers during employment

No.	Customer	Date of Breach	Gross Value
1	Accent / ACIL	1-Nov-18	400.00
		27-Sep-18	TBC
2	Kinetic	14-Nov-18	5,000.00
		12-Sep-18	TBC
		17-Oct-18	TBC
		1-Nov-18	TBC
3	Kada/Workscape	9-Oct-18	TBC
		12-Oct-18	TBC
		13-Oct-18	287.50
		31-Oct-18	TBC
4	Fliway	10-Oct-18	TBC
		9-Sep-18	TBC
5	DB Schenker	2-Oct-18	TBC
6	Cotton On	16-Oct-18	TBC
		15-Oct-18	1,437.50
		16-Oct-18	TBC
		17-Oct-18	1,092.50
		23-Oct-18	1,956.15
		24-Oct-18	149.99
		27-Oct-18	460.00
		29-Oct-18	TBC
		30-Oct-18	1,150.00
		1-Nov-18	1,150.00
		2-Nov-18	172.50
7	Famous Shipping/ Royale Int	11-Oct-18	TBC
		2-Oct-18	TBC
		12-Oct-18	TBC
8			
9	Crestline	11-Oct-18	TBC
		14-Nov-18	1,092.50
		2-Nov-18	TBC
10	TIL	26-Oct-18	TBC
11	Exhibition Works	31-Oct-18	3,550.00
12	Fullworks	15-Oct-18	TBC
		19-Oct-18	TBC
13	Hyundai	23-Oct-18	TBC
		15-Oct-18	1,207.50
		26-Oct-18	1,782.50
		30-Oct-18	TBC
14	March Logistics	5-Oct-18	TBC
15	Eden Office		TBC
		31-Oct-18	TBC
		1-Nov-18	TBC

16	Pharmacy Services	1-Nov-18	TBC
17	UPO	19-Oct-18	TBC
18	GP Instulation	1-Nov-18	TBC
		12-Dec-18	TBC
19	Unique	14-Sep-18	TBC
		14-Sep-18	TBC
		17-Oct-18	TBC
		26-Sep-18	840.00
20	Smart Move (lead generator)	26-Oct-18	TBC
21	Wedo Spark (lead generator)	22-Aug-18	TBC
22	Blondilogistics	30-Sep-18	TBC
23	Superfreight	30-Sep-18	TBC
24	Sallax	30-Sep-18	TBC
25	Work &Project	27-Sep-18	TBC
26	Global Office Automation Limited	27-Sep-18	TBC
27	Lumen Living	30-Oct-18	210.00
28	Jane Miller	21-Oct-18	270.00
29	Boysieamm	29-Oct-18	TBC
30	World Courier	2-Oct-18	TBC
		24-Sep-18	TBC
31	Philippa Cope	22-Oct-18	545.00
32	Cam Mcleod	5-Sep-18	TBC
33	Lynneyeh	6-Sep-18	TBC
34	Nicola Coyle, Eamon McCreesh	2-Oct-18	TBC
35	Saber Darkness	5-Oct-18	TBC
36	Marion Prebble	24-Sep-18	TBC
37	Davies Int	30-Sep-18	TBC
38	Barfoot &Thompson	13-Sep-18	1,000.00
39	Janice. Moncel	4-Oct-18	TBC
40	Janine Cheng	4-Oct-18	TBC
41	Deidre Edant	15-Oct-18	TBC
42	Sharon Orr	1-Nov-18	TBC
43	Judith Hiri	2-Nov-18	TBC
44	First Global Logistics	30-Sep-18	TBC
			\$ 23,753.64

SCHEDULE 2

Soliciting custom from the applicant's customers after termination of employment

<u>No.</u>	<u>Customer</u>	<u>Date of Breach</u>	<u>Gross Value</u>
1	Accent	TBC	TBC
2	Cotton On	TBC	TBC
3	Crestline	TBC	TBC
4	DB Schenker	TBC	TBC
5	Exhibition Works	TBC	TBC
6	Famous Shipping	TBC	TBC
7	Fliway	TBC	TBC
8	Fullworks	TBC	TBC
9	GP Installation	TBC	TBC
10	Hyundai	TBC	TBC
11	Kada / Workscape	TBC	TBC
12	Kinetic	TBC	TBC
13	March Logistics	TBC	TBC
14	Unique	TBC	TBC
15	UPO	TBC	TBC