

**ASAPP, Inc. v Rowbotham**

2022 NY Slip Op 30696(U)

March 4, 2022

Supreme Court, New York County

Docket Number: Index No. 650579/2022

Judge: Margaret Chan

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**SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY**

**PRESENT: HON. MARGARET CHAN PART 49M**

*Justice*

-----X INDEX NO. 650579/2022

ASAPP, INC. MOTION DATE 02/10/2022

Plaintiff, MOTION SEQ. NO. 001

- v -

SAMUEL ROWBOTHAM, **DECISION + ORDER ON MOTION**

Defendant.

-----X

The following e-filed documents, listed by NYSCEF document number (Motion 001) 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 26, 27, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46

were read on this motion to/for INJUNCTION/RESTRAINING ORDER.

Plaintiff ASAPP, Inc. (ASAPP) moves, by order to show cause, for a preliminary injunction enjoining defendant Samuel Rowbotham from commencing employment with or otherwise providing consulting services to ASAPP’s competitor, non-party Cresta Intelligence, Inc. (Cresta) for a period of one year. Rowbotham opposes the motion.

**BACKGROUND**

Rowbotham served as a Director of Strategic Accounts at ASAPP, a technology company with approximately 300 employees whose software is designed to improve customer and employee experiences at call centers. ASAPP hired Rowbotham in April 2021, and he began work in May 2021.

In connection with his employment, on May 5, 2021, Rowbotham signed an Employee Proprietary Information and Inventions Assignment Agreement with ASAAP (the Employment Agreement) (NYSCEF # 9). The Employment Agreement prohibits Rowbotham from (i) being employed by any competitor, customer, or supplier of ASAAP for one year following his employment with ASAAP; (ii) soliciting or diverting or taking away or attempting to divert or take away any customer, clients or employees or independent contractors of ASAPP for a period of one year following his employment; and/or (iii) using or disclosing any proprietary information of ASAAP, which is defined to include customer lists, except in connection with his official duties (*id.*, §§ 6.1, 6.2, 1, 2).

Rowbotham attested that he read and understood the Employment Agreement, entered into it freely and “agree[d] that (a) this Agreement does not

prevent me from earning a living or pursuing my career, and (b) the restrictions contained in this Agreement are reasonable, proper, and necessitated by the [ASAPP's] legitimate business interests" (*id.*, § 6.4). Above his signature, in bold type and capital letters, Rowbotham acknowledged that he had "the opportunity to seek the advice of independent legal counsel, and I have read and understood all of the terms and provisions of this agreement...." (*id.*, § 9.9).

On January 31, 2022, Rowbotham resigned and informed ASAPP that he accepted employment as a sales executive with Cresta. On February 9, 2022, ASAPP commenced this action asserting causes of action for (i) breach of the contract, (ii) misappropriation of trade secrets, and (iii) injunctive relief (NYSCEF #2-Complaint). It also filed a proposed order to show cause for a temporary restraining order and a preliminary injunction enjoining Rowbotham from commencing work at Cresta (NYSCEF #s 6-16). By interim order dated February 10, 2022, the court granting the temporary restraining order pending further order of the court (NYSCEF # 27).

ASAPP argues that enforcement of the restricted covenants in the Employment Agreement to prevent Rowbotham from working at Cresta and soliciting ASAPP's customers is warranted, given Rowbotham's knowledge of current and perspective customers, and its confidential information, particularly since Cresta is its most direct competitor and offers many of the same discrete services that ASAPP spent years investing in, developing and marketing, and that the two compete for the same customers (NYSCEF # 14-Aff of Macario Namie, ASAPP Chief Operating Officer, ¶¶ 18, 19). In support of its position, ASAPP characterizes Rowbotham as "a successful and well-regarded sales representative ...entrusted with access to some of ASAPP's most important and valuable accounts," and has "extensive knowledge of ASAPP's strategies, strengths and weaknesses in attracting business and investments...including ASAPP's prices, its products and services" (NYSCEF # 14, ¶¶ 10, 11). According to ASAPP, Rowbotham attended technical workshops, had access to ASAPP's pricing structure and was presented with numerous confidential documents and ASAPP presentations (*id.*, ¶14).

As for customers, ASAPP maintains that Rowbotham "developed deep and substantial relationships with ASAPP's customers and prospects...and has been introduced to key stakeholders at ASAPP accounts...[and] had full access to ASAPP's rolodex of valued and perspective customers" (*id.*, ¶ 12; *see also* NYSEF #15-Aff of Keith Salisbury, ASAPP Chief Revenue Officer, ¶ 12). Moreover, he developed these customer relationships using ASAPP's resources and contacts (*id.*, ¶ 21; NYSEF # 14, ¶ 19). ASAPP's contracts are often multi-year, multi-million-dollar deals that can take 12-18 months to compete for and negotiate (NYSCEF # 14, ¶ 7). ASAPP also maintains that during his employment with ASAPP, Rowbotham was assigned to an account and was tasked with trying to win back business from a company that Cresta recently secured and which Cresta is working

to expand its business. And if Cresta gave Rowbotham ownership of the account, he would use his knowledge of ASAPP's own relationship to formulate a sales strategy for Cresta's use (NYSCEF # 14, ¶ 20). Rowbotham also assertedly was privy to confidential information as to the strengths and weaknesses of ASAPP's primary competitors, including Cresta (*id.*, ¶ 22).

As for Rowbotham's training, according to ASAPP, he was taught "not just what ASAPP's technology does, but how it does it" and that this training "uniquely positioned [him] to explain to the customers what the technology services are and how they can improve customer business" (NYSCEF # 15, ¶ 12). ASAPP maintains that the proprietary information provided to Rowbotham would enable him to know how to undercut ASAPP and give Cresta and significant competitive advantage (*id.*, ¶¶ 19-22; NYSCEF # 14, ¶¶ 22, 23).

Rowbotham opposes the motion, arguing that ASAAPP is not likely to prevail on its breach of contract claim on the alleged breach of the restrictive covenants since such covenants are disfavored under New York law, and that the restrictive covenants are overly broad as they do not provide any geographical limitations. He also argues that ASAPP fraudulently induced him to accept its offer of employment and execute the Employment Agreement containing the non-compete clause. In his affidavit in opposition, Rowbotham avers that when he signed the Employment Agreement, he did not know it had a non-compete clause, and when he accepted ASAPP's offer of employment, he was not provided with a copy of the non-compete (NYSCEF # 33, ¶¶ 30-31). Rowbotham also states that despite his title – Director of Strategic Accounts —he had "no authority to make strategic decisions and had no direct reports...[and] ASAPP had seven other Directors of Strategic Accounts [and that] ...[i]nternally we are referred to as Account Executives" and were not provided with key financial information (*id.*, ¶¶ 39, 40, 54). In addition, he states he was the Account Executive for a single ASAPP customer, but he did not establish the price the customer paid since the price was previously set. Rowbotham added that he would agree not to contact this customer (*id.*, ¶¶ 50, 82-83).

As for confidential information, Rowbotham states that he did not take, and is not in possession of, any confidential information; he did not have access to confidential technical information, and that the technical information to which he had access was shared with customers without requiring a non-disclosure agreement (*id.*, ¶¶ 69-73). In this connection, according to Rowbotham, unlike previous sales jobs, he was not trained to demonstrate the product he was selling; that the ASAPP products are "extremely complex," and that a member of the Sales Engineering Team would demonstrate the products (*id.*, ¶¶ 73-77). He also denies ASAPP's assertions that he gained knowledge from certain specified documents and presentations (*id.*, ¶ 80).

In reply, ASAPP submits the affidavit of Rowbotham's direct manager, Michael Schlehuber who states that with regard ASAPP's customers, Rowbotham "is aware of the identity of each of [ASAPP's] customers, knows the services provided to these customers [and] the sales strategies, pricing models, and contractual arrangements with these customers" (NYSCEF # 39 - Schlehuber Aff, ¶ 6). Schlehuber also states that ASAPP "serves large telecommunication companies, airlines, and other multi-national businesses and ...with few exceptions, our current and prospective customer's identities are not public" and the "contracts with each of these customers is significant" (*id.*, ¶ 5). Rowbotham knows the identity of most of ASAPP's approximately 100 prospective customers, and is "primarily responsible for leading ASAPP's efforts to pursue at least a dozen perspective customers." Therefore, Rowbotham has "detailed knowledge of ASAPP's strategies with respect to these prospects" (*id.*, ¶ 9).

As for confidential information, Schlehuber states that contrary to Rowbotham's statements, ASAPP's customers are required to sign non-disclosure agreements protecting ASAPP's technology, strategy and pricing and serving models" (*id.*, ¶ 14). He further states that Rowbotham knows "customer feedback" as to ASAPP products and "pricing models" and "strategies" including advantages and disadvantages of certain products and how information is communicated to customers." (*id.*, ¶¶ 14, 15).

ASAPP also submits the affidavit from a manager of the forensic consulting firm Stroz Friedberg, LLC, (Stroz Friedberg) which reviewed the MacBook Rowbotham used during his employment and certain logs of user activity associated with his user accounts (NYSCEF # 38). Specifically, Stroz Friedberg reviewed logs from the ASAPP Google Workspace environment and identified four files that Rowbotham had downloaded before he resigned, which "[b]ased on the timestamps on the logs, ... occurred after the MacBook was shut down and left at ASAPP, so the files could not have been downloaded to the MacBook... [but to] determine whether Mr. Rowbotham downloaded these files to a personal device, and if these files were subsequently transferred to other devices, Stroz Friedberg would need to be provided with this devices or devices" (*id.*, ¶¶ 21, 22). Stroz Friedberg added that "each of these files contain confidential information pertaining to existing customers, what and how ASAPP wants to sell to prospective customers, and what and how ASAPP wants to sell with a partner to an existing customer" (*id.*, ¶ 21).

As for the files on the MacBook, Stroz Friedberg "identified four deleted files with names that match those identified in the Namie Affidavit [in connection with the confidential presentations]" and "500 files ... moved from the 'Desktop,' 'Documents,' and 'Downloads' folders to the Trash folder and subsequently deleted from the system by the user on January 28, 2022" (*id.*, ¶¶ 28, 29). The review also revealed that "on January 28, 2022, Mr. Rowbotham transferred 34 files and one zip file to the My Passport device. Stroz Friedberg has not reviewed these specific files,

but based on the file names, they appear personal in nature” (*id.*, ¶ 31). However, “particularly in light of the fact that Mr. Rowbotham deleted a number of files containing ASAPP information on January 28 (and at the same time the My Passport device was plugged in to the MacBook) in order to determine definitively if files containing ASAPP data were transferred from the MacBook to the My Passport device, Stroz Friedberg would need to be provided access to the My Passport device to preserve and analyze the data it contains” (*id.*).

In his sur-reply, Rowbotham submits his affidavit in which he denies copying “any ASAPP business related information onto the My Passport device or other device [and that] [i]t would have been impossible for me to destroy ASAPP’s confidential information by deleting from my laptop because all ASAPP documents that might qualify as ‘confidential information’ were maintained by ASAPP in places other than my laptop” (NYSCEF # 41, ¶¶ 8, 9). As for Stroz Friedberg’s statement that Rowbotham downloaded four confidential documents to a personal device after he turned in his ASAPP MacBook, Rowbotham maintains that he “did not download or copy any ASAPP document” and that “the only device that I could use to access ASAPP’s systems is my iPhone XR [and that] [t]o download a document from ASAPP’s Google Drive onto my iPhone I would have had to use authentication systems provided by OKTA and Duo Mobile. OKTA is an identity platform. If I had accessed any ASAPP systems or resources through OKTA, I would have had to authenticate my identity” (*id.*, ¶¶ 15, 16).

Rowbotham also submits an affidavit from the managing director of a forensic technology practice at Stone Turn Group (Stone Turn), which took possession of Rowbotham’s Western Digital My Passport External Hard Drive (My Passport), and an Apple iPhone XR on February 21, 2022. The resulting files appear to be personal files or related to this action (*id.*). The results of the file search of the My Passport and the iPhone using the term “ASAPP” are annexed to the affidavit (NYSCEF #s 43-46).

## DISCUSSION

“A preliminary injunction substantially limits a defendant’s rights and is thus an extraordinary provisional remedy requiring a special showing. Accordingly, a preliminary injunction will only be granted when the party seeking such relief demonstrates a likelihood of ultimate success on the merits, irreparable injury if the preliminary injunction is withheld, and a balance of equities tipping in favor of the moving party” (*1234 Broadway LLC v West Side SRO Law Project*, 86 AD3d 18, 23 [1st Dept 2011], citing *Doe v Axelrod*, 73 NY2d 748 [1988]). At the same time, the existence of triable issues of fact does not require the denial of a preliminary injunction when the movant meets its burden of establishing that the three prerequisites for injunctive relief have been met (*Bell & Co, P.C. v Rosen*, 114 AD3d 411, 411 [1st Dept 2014][internal citation omitted]; CPLR 6312[c]).

At the outset, while Rowbotham claims that he was fraudulently induced to enter into the Employment Agreement and therefore he is not bound by the restrictive covenants, the elements of fraud are not sufficiently set forth or supported by the record (*see generally Basis Pac-Rim Opportunity Fund (Master) v TCW Asset Mgmt Co.*, 149 AD3d 146, 149 [1st Dept 2017]). Accordingly, the court will consider whether ASAPP has demonstrated that the three requirements for a preliminary injunction have been met.

### *Likelihood of Success on the Merits*

“[N]on-compete clauses in employment contracts are not favored and will only be enforced to the extent reasonable and necessary to protect valid business interests” (*Morris v Schroder Capital Management Intern.*, 7 NY3d 616, 620-621 [2006]). Thus, enforcement of restrictive covenants has been limited to circumstances where they are found to be “reasonable in time and area, necessary to protect the employer’s legitimate interests, not harmful to the general public and not unreasonably burdensome to the employee” (*BDO Seidman v Hirshberg*, 93 NY2d 382, 388-389 [1999], quoting *Reed, Roberts, Assoc. v Strauman*, 40 NY2d 303, 307 [1976]).

As for the reasonableness of the restrictive covenants with regard to time and area, the court finds that despite the lack of geographical limits in the covenants, they are enforceable since Rowbotham is being employed by a competitor located in New York and, in any event, restrictive covenants without geographical limitations have been enforced when, as here, an employer’s business “is conducted worldwide to a global customer base” (*MasterCard Intern Corp v Nike, Inc.*, 164 F Supp 3d 592, 601 [SD NY 2016]; *Willis of New York, Inc. v DeFelice*, 299 AD2d 240, 242 [1st Dept 2002][finding that it was reasonable to enforce a restrictive covenant with broad geographical limitation against defendant who was working in the New York office of plaintiffs’ competitor]). Additionally, the one-year time period cannot be said to be unreasonable (*Crown It Serves v Koval-Olsen*, 11 AD3d 263 [1st Dept 2004][upholding one-year restriction]).

At issue then is whether ASAPP has sufficiently demonstrated a legitimate interest in enforcing the restrictive covenants. New York courts have held that an employer has a legitimate interest in preventing (i) misappropriation of the employer’s trade secrets or of confidential customer lists, (ii) competition by a former employee whose services are unique or extraordinary, and (iii) former employees from exploiting the goodwill of a client or customer which has been created and maintained at the company’s expense, to the employer’s competitive detriment” (*BDO Seidman*, 93 NY2d at 389, 392 [internal citation omitted]).

As a preliminary matter, it cannot be said that Rowbotham's services as a salesman are unique or extraordinary nor is the job considered a learned profession (*id.* at 389).

The next issue is whether ASAPP has shown that Rowbotham misappropriated trade secrets or customer lists. In this connection, a trade secret has been defined by the Court of Appeals as “ ‘any formula, pattern, device or compilation of information which is used in one's business, and which gives him an opportunity to obtain an advantage over competitors who do not know or use it’ ” (*Ashland Mgt. v Janien*, 82 NY2d 395, 407 [1993] quoting Restatement of Torts § 757, comment b). The determination of whether information is a trade secret generally raises an issue of fact (*id.*).

Here, ASAPP maintains that Rowbotham's knowledge of certain information related to pricing strategies, marketing and the features of its product, learned during his employment would harm ASAPP's competitive interest and warrants enforcing the non-compete provision in the Employment Agreement to preclude Rowbotham from working for its direct competitor for a year. However, absent any wrongdoing by the employee, “knowledge of the intricacies of a business operation” and pricing and marketing strategies are generally not considered to be trade secrets (*Reed, Roberts, Assoc. v Strauman*, 40 NY2d at 309 [internal citation omitted]; *Marietta Corp v Fairhurst*, 301 AD2d 734, 738 [3d Dept 2003][trial court erred in adopting “an overly expansive definition of ‘trade secret’ so as to encompass nearly all confidential business documents; if its focus was on the pricing data and market strategies, such information would not constitute trade secrets”]; *Accenture LLP v Trautman*, 2021 WL 6619331, \*14 [SD NY June 8, 2021][general marketing strategies are not entitled to trade-secret protection]).

It is well settled that “an employee's recollection of information pertaining to specific needs and business habits of particular customers is not confidential” (*Investors Access Corp v Doremus*, 186 AD2d 401, 404 [1st Dept], *app denied* 81 NY2d 706 [1992][internal citations and quotations omitted]; *see also Buhler v Michael P. Maloney Consulting, Inc.*, 299 AD2d 190, 191 [1st Dept 2002][same]). Furthermore, ASAPP has not shown that Rowbotham, who is not a high-level executive or supervisor, had access to “particularized marketing plans, costing and price information [which] may constitute trade secrets” (*EarthWeb, Inc. v Schlack*, 71 F Supp 2d 299, 315 [SD NY 1999]). In addition, ASAPP has not shown that Rowbotham, in his sales position, had access to the type of technical knowledge entitled to trade secret protection (*id.*, at 316). Further, with the exception of the four confidential documents that ASAPP maintains were wrongfully downloaded by Rowbotham, the record contains no evidence that Rowbotham took information, including customer lists, from ASAPP (*compare Marcone APW, LLC v Sevall Co.*, 85 AD3d 1693, 1695-1696 [4th Dept 2011][trial court properly expanded injunctive relief to additional customers based on evidence that former employee

misappropriated documents containing “detailed information about each customer, including the names of individual contact persons, customer-specific pricing information, credit terms and limits”).

ASAPP raises “the inevitable disclosure doctrine” to support its position but the doctrine does not provide a basis for finding that ASAPP is likely to succeed on the merits. The doctrine, which is usually applied to imply a restrictive covenant based on evidence that the employee misappropriated a valuable trade secret is “disfavored” under New York law (*Marietta Corp v Fairhurst*, 301 AD2d at 737; see also *EarthWeb, Inc. v Schlack*, 71 F Supp 2d at 310-311 [declining to rewrite the parties’ agreement under the rubric of inevitable disclosure]). And while courts have applied the doctrine to support the enforcement of an express covenant not to compete, in contrast to the circumstances here, the defendants in those cases were high level executives or other employees with access to trade secret information that the record showed was misappropriated (see e.g. *Payment Alliance Intern, Inc. v Ferreira*, 530 F Supp 2d 477, 481 [SD NY 2007][applying the inevitable disclosure doctrine to enjoin employment by competitor of plaintiff’s former senior vice president of all bank card operations who had access to a software application that took plaintiff five years to develop]; *Estee Lauder Companies v Batra*, 430 F Supp 2d 158, 162, 174-175 [doctrine applied to defendant who was plaintiff’s former Global General Brand Manager charged with responsibility over two of plaintiff’s brands, including research and development, marketing and distribution, pricing and overall account management strategy]; *Doubleclick Inc. v Henderson*, 1997 WL 731413, \*\*4-6 [Sup Ct NY Co. Nov 7, 1987][granting injunctive relief based in part on the inevitable disclosure documents based on evidence that defendants “as top executives of [the plaintiff company]... had access to highly sensitive information” and misappropriated certain of this information]; compare *Spinal Dimensions, Inc. v Chepenuk*, 16 Misc3d 1121 (A), \* 9 [Sup Ct Albany Co. Aug 9, 2007][plaintiff failed to demonstrate likelihood of success on its claim of inevitable disclosure doctrine “in the absence of a clear demonstration that the business information that defendant ...had were trade secrets”]).

With regard to four confidential documents that ASAPP maintains Rowbotham downloaded after he resigned, ASAPP has submitted sufficient support that the documents are in Rowbotham’s possession and to make a prima facie showing that it has a legitimate interest in protecting the information in those documents, including because they constitute proprietary information within the meaning of the Employment Agreement. Although Rowbotham denies he has possession of these documents, this factual dispute is not a basis for finding a lack of success on the merits (*Bell & Co, P.C. v Rosen*, 114 AD3d at 111; CPLR 6312 [c]).

Next, ASAPP has also shown that it is likely to succeed in showing a legitimate interest in preventing Rowbotham from exploiting the goodwill of its clients or customers which has been created and maintained at its expense (*DS*

*Courier Services, Inc. v Seebarran*, 40 AD3d 271, 272 [1st Dept 2007][enforcing restrictive covenant which legitimately protects the goodwill that plaintiff had developed with certain customers]). This conclusion is supported by evidence that ASAPP's customer base consists of large customers that required extensive time and effort to develop and whose identities are kept confidential (*see generally BDO Seidman v Hirshberg*, 93 NY2d at 392).

At the same time, the clause is overbroad to the extent it prohibits Rowbotham from working with any of ASAPP's customers even those he never met (*Brown & Brown v Johnson*, 25 NY3d 364, 371 [2015]). That said, the covenant can be partially enforced to prohibit Rowbotham from soliciting any of ASAPP's customers that he "interacted with or encountered" while employed by ASAPP (*id.*). However, although ASAPP seeks to protect prospective customers, the restrictive covenant does not include prospective customers, and ASAPP has not shown that such customers are entitled to trade secret protection, particularly in the absence of evidence that Rowbotham took or memorized lists including such customers (*see Arnold K. Davis & Co., Inc. v Ludemann*, 160 AD2d 614, 616 [1st Dept 1990][customer information not afforded trade secret protection in the absence of evidence that former employer took or memorized such information]).

The remaining issue is whether ASAPP has shown that it will suffer irreparable harm as a result of his asserted possession of the four confidential ASAPP documents and the potential violation of the non-solicitation clause.

### *Irreparable Harm*

To establish irreparable harm, a party seeking a preliminary injunction must demonstrate that it cannot be compensated by money damages (*Credit Index, LLC v RiskWise Int'l LLC*, 282 AD2d 246, 247 [1st Dept 2001]). Here, ASAPP has adequately shown that it is likely to suffer irreparable harm should the four confidential documents, which ASAPP maintains are in Rowbotham's possession, are provided to his new employer. And ASAPP has shown that it will likely suffer irreparable harm due to Rowbotham's potential solicitation of ASAPP's customers (*see Willis of New York, Inc. v DeFelice*, 299 AD2d at 242 [in the context of restrictive covenants, irreparable harm is shown when "in the absence of a restraint ... [a plaintiff] would likely sustain a loss of business impossible or very difficult, to quantify"]; *Ticor Title Ins. Co. v Cohen*, 173 F3d 63, 69-70 [2d Cir 1999][it is "very difficult to calculate monetary damages that would successfully redress the loss of a relationship with a client that would produce an indeterminate amount of business in years to come"]).

*Balancing of Equities*

In determining the balance of the equities, the court must weigh the harm to ASAPP caused by denial of the injunction against the harm to Rowbotham in granting it (*Edgewood Food Corp v Stepheson*, 53 AD2d 588, 588 [1st Dept 1976]). Here, particularly as ASAPP has not demonstrated it is likely to succeed in showing that Rowbotham’s services are unique or that he has misappropriated trade secrets or will inevitably disclose its confidential information, the balance of equities does not favor enjoining Rowbotham from working for Cresta, which would be unduly burdensome under these circumstances.

On the other hand, a more limited injunction which prevents Rowbotham from disclosing or otherwise using the four documents identified by ASAPP and from soliciting ASAPP’s customers that he learned about through his employment at ASAPP, would protect ASAPP without causing a greater harm to Rowbotham and the public interest in protecting an individual’s livelihood and competition.

Accordingly, the preliminary injunction is granted only to the extent of enjoining Rowbotham from using the four ASAAP documents at issue pending further order of the court, or soliciting ASAPP’s customers that he interacted with or encountered while employed by ASAPP.

**CONCLUSION**

In view of the above, it is

ORDERED that plaintiff ASAPP Inc.’s motion for a preliminary injunction is granted to the extent that pending further order of the court, defendant Samuel Rowbotham is enjoined and restrained from: (i) soliciting, directly or indirectly, ASAPP’s customers, with whom he interacted or encountered while employed at ASAPP for a period not to exceed a year from his resignation (i.e., January 31, 2023), including by providing this customer information to Cresta, its agents, employees, and/or affiliates, and (ii) using or disclosing the information in the four ASAPP documents identified by ASAPP as being downloaded by Rowbotham after his resignation; and it is further

ORDERED that the upon entry of this order the temporary restraining order is vacated.

3/4/2022  
DATE

  
MARGARET CHAN, J.S.C.

CHECK ONE:

<input type="checkbox"/> CASE DISPOSED	<input type="checkbox"/> DENIED	<input checked="" type="checkbox"/> NON-FINAL DISPOSITION	<input type="checkbox"/> OTHER
<input type="checkbox"/> GRANTED		<input checked="" type="checkbox"/> GRANTED IN PART	
APPLICATION: <input type="checkbox"/> SETTLE ORDER		<input type="checkbox"/> SUBMIT ORDER	