Claim No. CFI-044-2017

THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BEFORE H.E. JUSTICE OMAR AL MUHAIRI

BETWEEN

THE INDUSTRIAL GROUP LTD

Claimant

and

BRADLEY DEXTER

Defendant

ORDER OF H.E. JUSTICE OMAR AL MUHAIRI

UPON reviewing the Claimant's Part 8 Claim Form dated 26 September 2017 seeking an order for the pre-action production of documents from the Defendant (the "Claim")

AND UPON reviewing all other written submissions made by the Claimant and the Defendant in relation to the Claim

AND UPON hearing Counsel for the Claimant and from the Defendant in person at a hearing dated 10 July 2018 before H.E. Justice Omar Al Muhairi

AND UPON the Rules of the DIFC Courts (the "RDC")

IT IS HEREBY ORDERED THAT:

1. The Defendant shall produce to the Claimant all documents or classes of documents set out in paragraph 2 below.

2. The production ordered in paragraph 1 above shall consist of the production of any emails, letters, records of any kind or any other documents or information or data in the Defendant's possession or control. The documents or classes of documents to be produced pursuant to paragraphs 1 and 2 above shall include but shall not be limited to:

a. All correspondence (including emails and text messages) and documents between the Defendant and WestRock sent or received anytime during his employment with the Claimant, excluding any emails sent or received from the email address bdexter@tigind.com.

b. All correspondence (including emails and text messages) and documents between the Defendant and WestRock sent or received anytime after termination of the Defendant's employment with the Claimant and throughout his employment with WestRock which relates to, or refers in any way to the Claimant, including but not limited to any correspondence pertaining to the Distributorship Agreement and Licensing and Technical Assistance Agreement between the Claimant and WestRock.

c. All correspondence (including emails and text messages) and documents between the Defendant and Obeikan sent or received during the period 1 January 2015 and 30 April 2017 regarding:

i. The termination of the Defendant's employment at TIG;

ii. The offer of employment to the Defendant and the commencement of the Defendant's employment with Obeikan;

iii. TIG's clients (as identified in paragraphs (e), (f), (g) and (i) below) or sending or referring to any of TIG's business information, including any presentations, budgets or spreadsheets.

d. All TIG documents that remain in the Defendant's possession, whether in electronic form or in hard copy, including but not limited to:

i. TIG Projects Tracker;

ii. Copy of budget template;

iii. TIG PowerPoint presentation titled "UAE Consumer Packaging 2015";

iv. TIG Production Plan;

v. TIG's Business Review Protocol;

vi. TIG's Budget Analysis 2014; and

vii. Any other documents prepared by TIG for confidential use in its business.

e. All correspondence (including emails or text messages) or documents between the Defendant and representatives or employees of Unikai Foods PJSC and any record of any meeting between the Defendant and the representatives or employees of Unikai Foods PJSC after the termination of the Defendant's employment with TIG until 30 April 2017, including a copy of any proposal submitted to Unikai Foods PJSC during that period.

f. All correspondence (including emails or text messages) or documents between the Defendant and representatives or employees of Masterbaker Marketing FZCO and any record of any meeting between the Defendant and the representatives or employees of Masterbaker Marketing FZCO after the termination of the Defendant's employment with TIG until 30 April 2017, including a copy of any proposal submitted to Masterbaker Marketing FZCO during that time.

g. All correspondence (including emails or text messages) or documents between the Defendant and representatives or employees of Gulf and Safa Dairies Co. LLC and any record of any meeting between the Defendant and the representatives or employees of Gulf and Safa Dairies Co LLC after the termination of the Defendant's employment with TIG until date, including a copy of any proposal submitted to Gulf and Safa Dairies Co LLC.

h. All correspondence (including emails or text messages) or documents between the Defendant and representatives or employees of Gulf & Safa Dairies (ADH) Company LLC and any record of any meeting between the Defendant and the representatives or employees of Gulf & Safa Dairies (ADH) Company LLC after the termination of the Defendant's employment with TIG until 30 April 2017, including a copy of any proposal submitted to Gulf & Safa Dairies (ADH) Company LLC during that time.

i. All correspondence (including emails or text messages) or documents between the Defendant and representatives or employees of Emirates Rawabi and any record of any meeting between the Defendant and the representatives or employees of Emirates Rawabi after the termination of the Defendant's employment with TIG until 30 April 2017, including a copy of any proposal submitted to Emirates Rawabi during that time.

3. The Defendant shall, when producing the above categories of documents, specify any of those documents:

a. Which are no longer in his control; or

b. In respect of which he claims a right or duty to withhold production thereof.

4. The production of the documents or data to be made by the Defendant pursuant to this Order shall take place within fourteen (14) days of the date of this Order.

5. The date by which the Claimant shall commence proceedings against the Defendant (if any) is subject to further order of the Court following the Defendant's compliance with paragraphs 1 to 4 of this Order.

6. The Claimant and the Defendant will each nominate up to three (3) independent IT forensic experts and shall endeavour to mutually agree, within seven days from the date of this Order, on the appointment of one (1) such expert to inspect e-mail communications on computer systems, servers, back-up systems and other electronic devices or media in the Defendants control or possession that may contain the information referred to in paragraph 2, taking into account alterations or developments in hardware or software systems used by the Defendant and/or available to enable access to such documents.

7. The cost of the appointment of the independent IT forensic expert shall be bourne by the Claimant.

8. In the event that the Claimant and the Defendant are unable to agree on the appointment of an independent IT forensic expert within seven days of the date of this Order, each party shall submit their respective nominations to the Court and the Court shall select one of the nominated experts to execute the investigation as per Paragraph 6 of this Order.

9. The Defendant shall provide the necessary access to the appointed independent IT forensic expert to carry out its investigations as prescribed in this Order.

10. The Court reserves its judgment for the Claimant's costs of the application and occasioned by this Order until the conclusion of the appointed IT forensic expert's investigation, which shall be concluded no later than two months from the date of this Order.

11. Liberty to apply.



Issued by:

Ayesha Bin Kalban

Assistant Registrar

Date: 11 July 2018

At: 2pm