

CITATION: One World Logistics Group Corp. v. Sotiri, 2025 ONSC 3518
COURT FILE NO.: CV-25-00745055-0000
DATE: 20250611

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:)
)
ONE WORLD LOGISTICS GROUP CORP.) *M. Theresa Cesareo and Camila Maldi, for*
and MAKSTRANS LOGISTIC LTD.) *the Plaintiffs*
)
Plaintiff)
)
– and –)
)
MAKSIM SOTIRI) *Kuner Jeevan, for the Defendant*
Defendant)
)
) **HEARD:** June 11, 2025

2025 ONSC 3518 (CanLII)

REASONS FOR JUDGEMENT

PAPAGEORGIOU

Overview

1. The parties appeared in front of me at an urgent case conference seeking interim injunctive relief.
2. The defendant, Mr. Sotiri, sold the shares in his transport business to the plaintiff on January 27, 2025. He continued on as an employee. There was a non-competition and non-solicitation clause in the share purchase agreement, and he was also bound by a confidentiality agreement in the offer of employment that he signed.
3. He was terminated on May 26, 2025.
4. The plaintiff says that since his termination Mr. Sotiri has breached the non-competition and non-solicit covenant and that he has breached the duty of confidentiality. There are other allegations as well.
5. The plaintiff filed brief materials they uploaded to case lines but no formal motion record.
6. Mr. Sotiri filed no materials although he has had a counsel for at least a week who did appear with him today.
7. Mr. Sotiri says that he has not been competing. He says that he does not wish to be in the transportation business. Rather he wishes to and has started an import/export business where he

plans to buy and sell used trucks, and other vehicles. This was the first the plaintiff heard of this, but they confirmed their position that the plaintiff is also in the import/export business.

8. Mr. Sotiri also denies breaching any duty of confidentiality.
9. I have scheduled the injunction motion for September 26, 2025.
10. Today, the plaintiff seeks various interim orders pending the argument of an injunction motion.

Non-Competition

11. I decline to make an interim interim order restraining Mr. Sotiri from competing.
12. The non-competition and non-solicitation clause provides as follows:

"Vendor hereby agrees and undertakes in favour of each of Purchaser and its respective successors, assigns and affiliates (collectively, the "Beneficiaries"), for a five (5) year term following the Closing Date (the "Restricted Period") to refrain from directly or indirectly being employed by, performing services for, owning or having an interest in, managing, operating, participating with or assisting in any way in, any person, or allowing Vendor's name to be used by a person that, directly or indirectly, competes with the Corporation (a "Competing Business"), anywhere within the territory of the Province of Ontario and the State of New York; provided that the following shall not be deemed to be in violation of this Section 4.03(a): (i) ownership of securities having no more than five percent (5%) of the outstanding voting power of any entity which is listed on any national securities exchange shall not be deemed to be in violation of this Section 4.03(a) as long as the person owning such securities has no other connection or relationship with such entity, or (ii) ownership of an interest by way of securities or in any other manner in the Corporation, the Purchaser or their respective Affiliates." "As a separate and independent covenant, throughout the Restricted Period, except in accordance with Vendor's employment with the Corporation, Vendor hereby agrees and undertakes in favour of the Beneficiaries that he shall not: (i) directly or indirectly, solicit, initiate or participate in discussions or otherwise contact a customer for the purposes of offering or selling products or services in connection with a Competing Business, or (ii) intentionally induce such customer to amend or sever its business relationship with the Corporation."

13. Mr. Sotiri is a 65-year-old man who worked in the transport business. He sold his business and his manner of earning income to the plaintiff. He was terminated shortly thereafter, and the Share Purchase Agreement says that \$70,000 of the \$100,000 that he was to be paid for the shares was held back and has not been paid. He does not have a job.
14. On its face the non-competition covenant is quite broad since it is for five years and includes very broad language. There would likely be some good arguments that Mr. Sotiri can make about its enforceability taking into account its duration, scope and geographic area of restriction. I am not prepared to impact his ability to earn a living for the next two months on the basis of this non-competition and non-solicitation covenant in the circumstances.
15. It is also unclear how this would not be compensable in damages.

Confidentiality

16. There was a confidentiality covenant in the offer of employment that he signed. He says he has not breached it and does not intend to do so. Therefore, I make this order.

Login Codes

17. Another issue that relates to login codes that the plaintiff requires. They say they have been asking for these and that Mr. Sotiri has failed to provide this information. It is agreed that he did offer to come and work this out on site, but they declined. Again, he attended today saying he was prepared to provide this. Therefore, I will make this order on an interim basis as well. He did express concern that even if he gives this information they may argue he has not but if there are any issues, the parties may return before me.

Complaints to Regulatory Bodies

18. Finally, there is an issue related to complaints that Mr. Sotiri has made to US customs about the plaintiff's business practices which the plaintiff says he has done as retribution to damage their business. If the plaintiff has been conducting itself in a manner that has violated the law, Mr. Sotiri should not be restrained from advising relevant authorities. This would be against public policy. However, if he provides false information to such authorities then he could be liable for defamation or malicious prosecution. He has already made these complaints, and he insists they are valid. To that extent, there is nothing that can be done.
19. At this stage, these parties are in a dispute. The timing of Mr. Sotiri's complaints are concerning. Therefore, I will restrain him from making any further complaints at this time. The motion will be in two months. If there are other complaints he wishes to make, they can likely await the outcome of the hearing.
20. Mr. Sotiri is concerned that the authorities may contact him and request further information.
21. If he receives a request for information from the authorities related to the complaints he has already made before the return of the motion, the parties can appear before me to address what response if any Mr. Sotiri can make.
22. The interlocutory motion is scheduled for September 26, 2025 for three hours.
23. The plaintiff shall serve its completed motion record by June 30, 2025.
24. Mr. Sotiri can provide his responding record by July 30, 2025.
25. The plaintiff may reply by August 7, 2025.
26. Cross examinations shall occur by the end of August 2025.
27. Costs are reserved.

Papageorgiou J.

Released: June 11, 2025

CITATION: One World Logistics Group Corp. v. Sotiri, 2025 ONSC 3518
COURT FILE NO.: CV-25-00745055-0000
DATE: 20250611

ONTARIO

SUPERIOR COURT OF JUSTICE

ONE WORLD LOGISTICS GROUP CORP. and
MAKSTRANS LOGISTIC LTD.

Plaintiff

– and –

MAKSIM SOTIRI

Defendant

REASONS FOR JUDGEMENT

Papageorgiou J.

Released: June 11, 2025