

**IN THE EMPLOYMENT COURT OF NEW ZEALAND  
CHRISTCHURCH**

**I TE KŌTI TAKE MAHI O AOTEAROA  
ŌTAUTAHI**

**[2025] NZEmpC 214  
EMPC 352/2025**

IN THE MATTER OF proceedings removed in full from the  
Employment Relations Authority

AND IN THE MATTER OF an application for interim injunction

BETWEEN WILSON PARKING NEW ZEALAND  
LIMITED  
Plaintiff

AND PETER TURNER  
First Defendant

AND ATE PROPERTY LIMITED TRADING AS  
MAINLAND PARKING  
Second Defendant

**EMPC 357/2025**

IN THE MATTER OF an application for freezing orders

BETWEEN WILSON PARKING NEW ZEALAND  
LIMITED  
Plaintiff

AND PETER TURNER  
First Defendant

AND ATE PROPERTY LIMITED TRADING AS  
MAINLAND PARKING  
Second Defendant

Hearing: 8 and 9 September 2025  
(Heard at Christchurch)

Appearances: K Crossland, Y Freimond and S Han, counsel for plaintiff  
D Russ, counsel for first defendant  
G Jones, counsel for second defendant

Judgment: 26 September 2025

---

**INTERLOCUTORY JUDGMENT (NO 2) OF JUDGE HELEN DOYLE**  
**(Application for interim injunctions)**  
**(Application for freezing order)**

---

[1] Wilson Parking New Zealand Limited (Wilson Parking) carries on business as, amongst other things, a car park operator in New Zealand.

[2] Mr Turner was employed by Wilson Parking from mid-2013 as an operations manager in Christchurch. He was party to an individual employment agreement signed on 8 July 2013. At the time of his resignation on 1 September 2023 Mr Turner was the regional manager for the Southern region, based in the Christchurch branch office.

[3] ATE Property Limited trading as Mainland Parking (ATE) carries on business as a car park operator. Mr Turner is the sole director and shareholder of ATE.

[4] At the heart of this matter is the degree of overlap between former Wilson Parking clients and car parking sites and the clients of ATE and its car parking sites. Mr Turner and ATE deny any wrongdoing in securing ATE's client base. Wilson Parking says that Mr Turner breached his obligations, including fiduciary obligations, and misused confidential information. It also says that ATE had knowledge of the actions of Mr Turner and that his conduct is attributed to ATE.

[5] This judgment resolves an interlocutory application for interim injunctions and freezing orders. Wilson Parking says that they seek this relief to restrain ongoing breaches, to preserve assets to prevent further harm to its business and ensure that assets are not dissipated if there is a judgment in its favour.

[6] The orders sought are set out below:

- (a) An interim injunction restraining the defendants, whether individually or by their directors, servants, agents or otherwise, from using,

disclosing or otherwise dealing with the plaintiff's confidential information identified in the search order dated 13 March 2025.

- (b) An interim injunction restraining the defendants, whether individually or by their directors, servants, agents or otherwise, from soliciting, or entering any business arrangements with the landlord parties listed in the schedule attached to the statement of claim or further servicing such arrangements.
- (c) A freezing order requiring the defendants to pay 30 per cent of all revenue derived to date and to be derived from the landlord parties listed in the schedule attached to the statement of claim into an interest-bearing stakeholder account pending determination of this proceeding.
- (d) A freezing order restraining the defendants, whether individually or by their directors, servants, agents or otherwise from selling, transferring, pledging, or otherwise disposing of the portfolio of leases and management contracts obtained through use of the plaintiff's confidential information.

[7] Mr Turner opposes the making of the orders set out above. In respect of the first order, (a), he says the evidence does not establish a serious issue as to whether he received or is using confidential information belonging to Wilson Parking. In respect of the second order, (b), he says that there is no serious question for trial that Wilson Parking would be entitled to a permanent injunction restraining Mr Turner from dealing with the landlords or parties performing the leases or management contracts in issue. Mr Turner says that damages are an adequate remedy.

[8] Mr Turner opposes the freezing orders on the basis that the evidence does not establish a good arguable case that the revenues from the leases or management contracts are derived by ATE because of any misuse of confidential information or breach of fiduciary duty by him. He further says that the evidence does not establish a real risk that he or ATE will dissipate or dispose of assets to the extent that a judgment

in favour of Wilson Parking will be partly or wholly unsatisfied if a freezing order is not made.

[9] ATE opposes the making of the orders. ATE says that the evidence does not raise a serious question for trial as to whether it has received or is using any confidential information belonging to Wilson Parking in respect of the order sought in (a). Further, it says that the order sought in (b) is opposed on the basis that there is no serious question for trial that Wilson Parking would be entitled to permanent injunctive relief restraining either Mr Turner or ATE from dealing with the landlord parties or performing the leases or management contract.

[10] ATE says in respect of the freezing orders that there is no good arguable case that the revenues from the leases or management contracts are derived from misuse of confidential information or breach of fiduciary duties to establish ATE as a constructive trustee of the revenues. ATE says that the evidence does not establish a danger that a prospective judgment will be wholly or partly unsatisfied because its assets may be disposed of, dealt with, or diminished in value.

### **Interim relief and freezing orders in the context of the substantive proceedings**

[11] Wilson Parking says in its statement of claim that Mr Turner, whilst employed and during his post-employment restraint period, deliberately undermined its competitive position for personal gain by establishing a competing car parking business.

[12] The first cause of action, that Mr Turner breached the terms of his individual employment agreement, is set out in some detail. The breaches are expressed to fall into three categories:

- (a) systematic undermining of Wilson Parking's contractual positions while employed;
- (b) misappropriation of confidential information and client relationships;  
and

(c) calculated circumvention of post-employment restraints.

[13] The second cause of action is that Mr Turner breached his statutory obligation of good faith.

[14] The third cause of action is a breach of fiduciary obligations.

[15] Amongst the remedies sought is a permanent injunction enjoining Mr Turner from dealing with the plaintiff's clients. Another remedy sought is enjoining Mr Turner as director of ATE from performing the leases or management contracts with those former clients identified in a schedule attached to the statement of claim. Damages are sought of \$4.4 million, and it is set out that there is ongoing harm with a loss of approximately \$9,663 daily due to client defection and information misappropriated during employment.

[16] Mr Turner, in his statement of defence, denies that he breached his employment agreement, the obligations of good faith and his fiduciary obligations. By way of affirmative defence, he says that the restraint of trade in his employment agreement is unreasonable and unenforceable because it is excessive.

[17] The first cause of action against ATE is that the company aided, abetted and assisted Mr Turner in the breaches by receiving receivables that had improperly been diverted from Wilson Parking.

[18] The second cause of action is knowing receipt. Mr Turner's knowledge as sole director and shareholder of ATE, including before its incorporation, is attributed to ATE. As a result of his conduct, Wilson Parking says in its pleadings that clients cancelled their leases in circumstances where they contained the "Turner clause", or should otherwise have been extended, and executed leases with ATE. Wilson Parking says in its pleadings that other clients' leases that should have been extended are susceptible to being terminated and their sites contracted to ATE because they have the "Turner clause".

[19] Wilson Parking says that ATE has appropriated and received, amongst other matters, Wilson Parking's confidential information, client leases, client management contracts and revenue stream profits and future revenue. Further, it says that in those circumstances ATE holds the choses pleaded in trust for Wilson Parking.

[20] The third cause of action is knowing assistance. The pleading is that ATE knowingly assisted Mr Turner's breaches of the fiduciary obligations by execution of the leases and management contracts with Wilson Parking clients and receiving the choses pleaded.

[21] Mr Crossland, counsel for the plaintiff, said that a fourth cause of action in respect of ATE alleging breach of confidence had been left out inadvertently. For present purposes, that omission does not present a difficulty and can be addressed at a later point by amended pleading.

[22] Amongst the remedies sought against ATE is an injunction enjoining ATE from dealing with the leases and management contracts. Also sought is an account of profits, equitable compensation, or disgorgement of gains. If there is a transfer of any of the choses to non-parties or mixing with other assets, then a tracing order, declaration of constructive trust and equitable charges are sought.

[23] ATE, in its statement of defence, accepts that it has entered leases with landowners in respect of sites that were previously leased or managed by Wilson Parking. It denies that it aided, abetted, or assisted Mr Turner in the breaches pleaded by receiving receivables that had been improperly diverted from Wilson Parking. ATE accepts that Mr Turner had access to confidential information during his employment.

[24] ATE denies that Mr Turner's personal relationships with clients or contacts are confidential information belonging to Wilson Parking. It denies any suggestion that a second employee, who will be called the senior executive, colluded with, and conveyed confidential and commercial information to Mr Turner after the end of his employment. There is an interim non-publication order of the Court in respect of the second employee's name pending the determination of an application for permanent non-publication of his name.

[25] ATE denies that it has appropriated and received the choses pleaded in the statement of claim and denies that it holds the choses in trust for Wilson Parking. It denies that it knowingly assisted Mr Turner's breaches of the fiduciary obligations by execution of the leases and management contracts with Wilson Parking and clients and received the pleaded choses.

### **Path to the Employment Court not straightforward**

[26] These proceedings were removed in their entirety from the Employment Relations Authority (the Authority) to the Employment Court. The removal followed a High Court judgment on 1 August 2025, which dismissed an application by Wilson Parking to set aside an ATE appearance objecting to the Court's jurisdiction.<sup>1</sup> The Judge concluded that the High Court did not have jurisdiction to hear Wilson Parking's claims against ATE and found that Wilson Parking's claims are within the exclusive jurisdiction of the Authority.<sup>2</sup> The reasoning was that the equitable causes of action against ATE arise out of, and relate to, the employment relationship between Wilson Parking and Mr Turner. No issue was taken by counsel about the Employment Court's jurisdiction to deal with this matter.

[27] The Court needs to be satisfied of its jurisdiction to decide an equitable claim against ATE. The Court has jurisdiction under the Employment Relations Act 2000 (the Act) at s 187, to hear and determine matters removed into the Court under s 178 by the Authority. This is such a matter.

[28] The Supreme Court decision in *FMV v TZB* is applicable.<sup>3</sup> It is stated in *FMV*, when considering s 161 of the Act and the jurisdiction of the Authority, that if the controversy arises during the employment relationship and in a work context, then it will be an employment relationship problem.<sup>4</sup> Further, post-employment obligations entered into during the course of the employment relationship are logically aspects of the employment relationship.<sup>5</sup> It is also clear from *FMV* that the important element is

---

<sup>1</sup> *Wilson Parking New Zealand Limited v ATE Property Ltd t/a Mainland Parking* [2025] NZHC 2141.

<sup>2</sup> At [57].

<sup>3</sup> *FMV v TZB* [2021] NZSC 102, [2021] 1 NZLR 466, [2021] ERNZ 740.

<sup>4</sup> At [93].

<sup>5</sup> At [99].

the nature of the problem, not the identity of the parties. It is not only parties to employment relationships that can have an employment relationship problem or bring or defend proceedings in the Authority.<sup>6</sup>

[29] As was noted by the High Court when considering jurisdiction, the Employment Court may determine claims in equity.<sup>7</sup>

[30] The Court is satisfied that it has the jurisdiction to deal with the claims in equity against ATE. This is a matter removed from the Authority to the Court. The issues and controversy between the parties arise from, and relates to, an employment relationship between Wilson Parking and Mr Turner.

## **Background**

[31] The background is set out from the affidavit evidence and exhibits. Only material background is referred to at this interlocutory stage. The Court does not set out in a detailed way the complex factual matrix because resolution of disputes is not required at this stage.

### *Mr Turner's role*

[32] Whilst employed with Wilson Parking, Mr Turner engaged, as part of his duties, with its clients regarding renewals of leases and contracts for carparking sites. He had the authority to negotiate and commit Wilson Parking to legally binding leases and management contracts with clients and determine rental levels payable to each client under each contract.

### *Access to confidential information during employment*

[33] Mr Turner agrees in his affidavit evidence that he had access to confidential information during his employment. The chief executive of Wilson Parking, Mr Orchard, sets out in his affidavit evidence that this confidential information included the nature of lease structures, consents, pricing strategies, Wilson Parking's

---

<sup>6</sup> At [103]–[104].

<sup>7</sup> *Wilson Parking*, above n 1, with reference to *Rooney Earthmoving Ltd v McTague* [2009] ERNZ 240 (EmpC); *Hally Labels Ltd v Powell* [2015] NZEmpC 92, [2015] ERNZ 940.

revenues and profit margins, financial data, key profitability metrics for the parking sites and an understanding of how each site ranked in terms of financial performance. There was an issue arising from the submissions about whether consents are confidential information or publicly available. Mr Crossland submitted in any event there was a springboard advantage received by Mr Turner and ATE in using this information that was prepared for Wilson Parking at some expense.

[34] Whether information pertaining to resource consents is confidential information or publicly available, and whether there was a springboard advantage in any event, will be for trial.

#### *Obligations in the individual employment agreement*

[35] Clause 6.2 of Mr Turner's employment agreement contains employee obligations. These include, at sub-cl 6.2.1, an obligation to fully inform the manager of the conduct and development of the business. Sub-clause 6.2.5 required Mr Turner to serve Wilson Parking diligently, honestly and faithfully.

[36] Clause 20.1 defines confidential information broadly. Obligations about not disclosing confidential information during the employment and after its termination are set out at cl 20.2. Obligations include not using confidential information to the employee's rather than the employer's benefit in cl 20.2.1 and not using confidential information in a manner likely to injure or cause loss to the employer in cl 20.2.4. Clause 20.2.5 contains an obligation that the employee does not turn personal knowledge of, or influence over any clients and customers, to their own benefit.

[37] Clause 22 deals with conflict of interest and requires that the employee should not, for the duration of the agreement, engage or be interested in any way in any other business in direct or indirect competition with the employer.

[38] Clause 31 contains restraint of trade covenants. Clause 31.1 provides trade connections established or maintained in the course of employment are exclusively for the benefit of Wilson Parking, and cl 31.2.1 states that these should not be turned to the employee's advantage.

[39] Clause 31.2.3 contains a non-solicitation covenant not to contact, solicit or accept business from any person or corporation who was a principal, customer, or client of the employee at any time during the employee's employment until the expiry of 12 months after the employee's termination date.

[40] There is also a restraint of trade for a period of 12 months following termination that the employee is not involved directly or indirectly as an owner, partner, employee, agent, shareholder or in any other capacity whatsoever in any business the same as or similar to that carried out by the employer.

[41] Clause 31.4 provides that, should the period of 12 months be found to be unenforceable by the Authority or the Court, the parties agree the period will be reduced to nine months. If nine months is held to be unenforceable, then the period will be reduced to six months, and if six months is held to be unenforceable, then the period will be reduced to a minimum of three months. In cl 31.6, Mr Turner acknowledges that valuable consideration has been received for the restraint included in the annual salary.

#### *Resignation and denial of breaches*

[42] Mr Turner resigned on 1 September 2023.

[43] In his first affidavit he generally denies allegations that he breached his employment agreement, including duties of fidelity, obligations of good faith, or any fiduciary obligations.

[44] ATE was incorporated on 11 April 2024.

#### *Wilson Parking become aware of termination of leases*

[45] Mr Orchard states in his affidavit evidence that there was an internal review of the Southern region's contracts. This was prompted by the fact that clients were terminating leases when Wilson Parking had committed significant capital expenditure (CAPEX) to the sites and it had seemed tenure was secure. The commercial finance

partner (CFP) at Wilson Parking puts the timeframe that Wilson Parking started to see the early termination of leases in the South Island from late 2024.

[46] In early November 2024 notice was received from the Catholic Diocese terminating Wilson Parking from three sites it operated. This was a longstanding relationship of over a decade. Mr Orchard stated that this seemed unusual because he knew that Wilson Parking had invested about \$150,000 in its properties to secure a consent and implement the required upgrades. He reviewed the contract and noticed a favourable client termination clause, enabling termination at the client's discretion, had been inserted into the agreement. Mr Orchard stated in his affidavit evidence he had not seen this clause before, and it was uncommon because of the importance of securing tenure to Wilson Parking.

[47] Shortly after this, it became clear to Wilson Parking that Mr Turner was involved with ATE who had taken over the agreements.

[48] On 18 December 2024 an intelligence analyst (the analyst) was instructed by Wilson Parking to investigate matters relating to the contracts, their negotiations, termination of leases, alleged use of confidential information and any potential breaches by Mr Turner.

#### *Early termination clauses and/or limited tenure*

[49] The analyst states in their affidavit they examined 149 lease agreements, management contracts or variation letters (the agreement) prepared by Wilson Parking for its landlord clients. There was a focus on agreements from 2022 onwards, but agreements were considered between February 2009 and 22 September 2022. Some of the agreements that Mr Turner generated over this earlier period had early termination clauses. The analyst stated that the wording of the early termination clauses in all the agreements reviewed up until 11 December 2022 contained at least one condition for early termination such as sale or redevelopment.

[50] The analyst noted a change in the early termination clause (ETC) in an agreement generated by Mr Turner on 11 December 2022. The ETC in the agreement had a clause as follows:

At any stage during the lease, the lessor will be able to terminate this agreement by providing the lessee with one (1) month's written notice.

[51] The analyst examined 60 agreements prepared by Mr Turner between 11 December 2022 and his resignation date of 1 September 2023; 52 had an ETC with no conditions, allowing the landlord or owner to terminate the agreement with Wilson Parking for any reason; the remaining eight agreements do not have an ETC but have a term that is monthly or for twelve months or less. Only one agreement has an early termination clause with sale and redevelopment conditions. The analyst noted in their affidavit it appeared that agreement may have been overseen by senior management. A list of the agreements appears in a schedule to the analyst's first affidavit, as the volume of material was too large to provide but was expressed to be available to view.

[52] The Court agreed to Mr Turner's and ATE's request for filing a further affidavit from a former employee at Wilson Parking who was in a senior position based in Wellington. The former employee who was Wellington-based stated in their affidavit that ETCs are standard in contracts and industrywide. This included ETCs without conditions such as redeployment and/or sales.

[53] Wilson Parking was given leave to reply to this affidavit evidence. Mr Orchard in replying stated that he had reviewed all the Wellington branch agreements, many of which the former employee had negotiated or was involved with during their employment. Mr Orchard concluded from the written records that they contradicted the former employee's position.

[54] An employee who had worked with the former employee also filed an affidavit disagreeing with their assessment of the business methodology and stating that tenure was always a key consideration for the business.

[55] The senior executive stated in his affidavit that from memory he had seen the ETC in the Catholic Diocese lease agreement in approximately August 2023. He believed he mentioned to Mr Turner something to the effect that it could be problematic in the future if it was actioned. He said Mr Turner was casual about it and said it was asked to be added. The senior executive said that he thought the clauses were unusual but had no part in drafting them. He stated in his affidavit that he never

personally manipulated an agreement. He did not raise the clauses with anyone else at Wilson Parking because it was Mr Turner's deal, and he did not feel it was his place to intervene.

*Preparatory steps for starting up a new business*

[56] The analyst ascertained that Mr Turner had undertaken some preparatory steps for starting a business. He had looked on websites for information about restraints of trade, confidential information and getting started with a business on 25 February 2023. On 6 March 2023 a letter of offer was saved on Mr Turner's computer for his potential parking business. It contained an offer to Mr Turner of \$100,000 cashflow for start-up for 30 per cent of the overall business. Paid employment was offered to Mr Turner for a period of three months whilst he set up the parking company.

[57] Using entries from Mr Turner's calendars and email content, the analyst was able to establish that Mr Turner had attended 75 meetings with Wilson Parking landowners or their agents whilst employed during 2023, which were mainly off-site in cafés. For a number of these meetings, about 51, Mr Turner was accompanied by the senior executive. The senior executive stated in his affidavit that he had reviewed the schedule between 3 July and 1 September 2023, and from memory it appeared to be a complete list of the meetings with landlords he had attended with Mr Turner.

[58] There is an affidavit from a person in a partnership that leased a site to Wilson Parking. They say that on 28 April 2023 they had a meeting at a café with the senior executive who introduced them to Mr Turner. They state in their affidavit that Mr Turner and the senior executive said they were not happy with the way in which they were being treated by Wilson Parking. The person said that Mr Turner and the senior executive gave them the impression that they were looking at setting up a partnership. Mr Turner and the senior executive expressed interest in taking over the lease of the premises, which they said would be on a much better deal than the current lease with Wilson Parking. On 24 April 2024 the partnership executed a lease agreement with ATE to commence following the expiration of Wilson Parking's lease in November 2024.

[59] The senior executive described, in his affidavit, the discussions in the meetings he attended with Mr Turner and with landlords whilst they were both still employed. He referred to them as “toe in the water” conceptual types of discussions as to whether there would be interest from landlords in being involved in a parking business should circumstances allow.

[60] Shortly after May 2023, Mr Turner’s lawyers prepared an Option agreement that provided that upon activation the senior executive could purchase half the shares in Mr Turner’s company for \$1. That agreement was presented to the senior executive about September or November 2023 and he signed it on 2 May 2024 whilst still employed by Wilson Parking. The senior executive remained employed after Mr Turner’s resignation on 1 September 2023 until November 2024.

### *Confidential Information*

[61] Mr Turner denies in his affidavit evidence that he has misused confidential information in securing parking sites during or after his employment to benefit him or ATE.

[62] The CFP stated in their affidavit that they were asked by Mr Turner on 21 August 2023 for a consolidated list of monthly sites known as “B1 GOS.” That list, amongst other matters, records the profitability of each Wilson Parking site and ranks them. Mr Turner printed this off and the CFP stated that they sat with the senior executive and Mr Turner to prioritise landlords for the senior executive to contact after Mr Turner’s departure.

[63] The CFP also stated that before Mr Turner left Wilson Parking he asked for the salesforce expiries schedule that contains key information about the Wilson Parking business in the South Island. It includes all key information about the landlords and leave expiry information. There is an email annexed to the affidavit showing this was provided on 29 August 2023 shortly before Mr Turner’s resignation on 1 September 2023.

[64] On Mr Turner’s final day of work on 1 September 2023, he asked to take his laptop home for the weekend. He states in his first affidavit that this was because he

had some work to finish off, that there was a lot of personal information on the laptop that he wanted to “tidy up” and that he deleted a lot of data over the weekend. He denies copying or using any Wilson Parking data from the laptop.

[65] A forensic computer analyst was instructed by Wilson Parking and has provided two affidavits. They observed that on 1 September 2023 a total of 528 files were deleted from the system, with the majority of these located on the desktop of Mr Turner. It was noted that accessing multiple files within a short timeframe is indicative of data movement or copying activities.

[66] The computer analyst also states that after 5 pm on 3 September 2023 Mr Turner accessed 158 files from the local system and the wider Wilson Parking network location. They noted timestamps within milliseconds of each other and stated this usually depicts a bulk action in relation to files. They were unable to sight cache records or network activity specifically depicting the attaching of these documents to a noted private email account.

[67] On 2 September 2023 Mr Turner provided a site update document to Wilson Parking. The analyst had prepared a tenure and early termination clause comparison table for Wilson sites and ATE agreements with the same landlords and sites. The site update information was incorporated into this document.

[68] The Court was taken carefully through the documents from the execution of the search order that Wilson Parking says are confidential information. There is an email from a business manager – development at Wilson Parking to Mr Turner dated 31 August 2023 providing a cost estimate for two car parks based on a blended average of square metres. Aspects of that email are replicated in an email from Mr Turner to the agent for the Catholic Diocese in an email on 4 September 2023. Wilson Parking resource consent plans and a landscaping plan are attached to an email from Mr Turner to a contractor on 5 September 2023. Wilson Parking resource consent plans were found on Mr Turner’s devices.

[69] Mr Turner states in his affidavit evidence, that the identical information of a square metre figure was something that he was generally aware of and was not a figure

unique to the site. Further, that the cost estimate he provided to the agent of the Catholic Diocese was different to that provided by Wilson Parking to him. Mr Turner also stated that the description of the sites as western and eastern are terms that the agent for the Catholic Diocese was familiar with.

### *Disposal of phone*

[70] The senior executive in his affidavit states that after Mr Turner's departure from Wilson Parking in late-2023 he was provided with what he described as a "burner phone" by Mr Turner. A burner phone is described in the senior executive's affidavit as a cheap mobile phone that could be disposed of if required. The senior executive stated that the reason for the secrecy and use of the burner phones was that Mr Turner was conscious that if Wilson Parking devices were forensically examined there could be inferences drawn that something nefarious was going on.

[71] The senior executive thought the burner phones were used for about 12 months, for phone calls only, and there were no screen shots or texts retained from this phone.

[72] On 23 December 2024, Mr Turner received a letter from Mr Crossland foreshadowing Court proceedings. The letter warned against evidence destruction and required that all relevant evidence be preserved.

[73] The senior executive stated in his affidavit that he had a pre-Christmas drink with Mr Turner after he had received the letter from Mr Crossland. He stated that they agreed to get rid of the phones and the senior executive threw his phone in a rubbish bin. He did not know what Mr Turner did with his phone.

[74] Whilst Mr Turner's lawyers responded to Mr Crossland, they did not confirm that Mr Turner had preserved all relevant evidence, including that his devices remain intact and unaltered until 13 February 2025. Mr Crossland requested confirmation on at least two occasions. On 13 February 2025 Mr Turner's lawyers advised that Mr Turner instructed that he had not destroyed or deleted any relevant evidence in physical or digital form.

[75] On 19 February 2025 Mr Turner’s lawyer advised in a letter to Mr Crossland that he would not agree to forensic imaging of his devices and that he had already offered an undertaking not to destroy or delete any relevant information.

[76] On 12 March 2025 a search order was executed.<sup>8</sup>

### **Interim Injunctions**

[77] Mr Crossland advised the Court that the primary remedy sought at this interlocutory stage is that the Court restrain Mr Turner and ATE from servicing the former Wilson Parking South Island landlord portfolio. The fallback is a proprietary freezing order over 30 per cent of revenues from that portfolio together with preservation of the portfolio and prohibiting use of confidential information.

[78] Counsel are in agreement about the approach to an application for an interim injunction. Wilson Parking will need to establish a serious question to be tried. The balance of convenience needs to be considered with the impact on the parties of granting or refusing to grant an order. There is an assessment as to whether damages would be an adequate remedy and the preservation of the status quo. Finally, there is an assessment of the overall justice by standing back having analysed the balance of convenience and the serious question to be tried.<sup>9</sup>

[79] An undertaking as to damages has been filed. It satisfies the requirements for an interim injunction and the freezing orders. There was no issue about Wilson Parking’s financial ability to meet any likely order.

#### *Serious question to be tried*

[80] Wilson Parking says that the threshold requirements of a serious question to be tried are met and that a compelling case that Mr Turner acting unlawfully in breach of his obligations is established.

---

<sup>8</sup> *Wilson Parking NZ v Turner* [2025] NZEmpC 36.

<sup>9</sup> *NZ Tax Refunds Ltd v Brooks Home Ltd* [2013] NZCA 90 at [12]-[13], and *America Cyanamid Co v Ethicon Ltd* [1975] AC 396 (HL).

[81] Mr Turner and ATE say the evidence does not raise a serious question for trial that Mr Turner has used or is using confidential information of Wilson Parking regarding ATE's leases or management contracts. They submit there is no good arguable case that the former Wilson Parking sites were procured by ATE due to a breach of fiduciary duty on the part of Mr Turner. Mr Turner submits there is no basis for a permanent injunction restraining him from working for ATE. ATE say the evidence does not support a link between any fiduciary/confidentiality breach and any revenue from a particular site or sites to establish a proprietary claim.

[82] From the untested affidavit evidence, there is a serious argument for trial regarding whether a fiduciary relationship existed between Mr Turner and Wilson Parking with respect to aspects of his role, including negotiating and signing leases and management contracts. *Vintage Aviator v DeMarco* is authority for a fiduciary relationship existing when an employee is entrusted with the employer's property for the employer's benefit, or for some purposes authorised by the employer and not others.<sup>10</sup>

[83] The affidavit evidence about the ETCs is untested. There is a strong argument there was a change from earlier ETCs in agreements that Mr Turner had been involved in. There were then 52 ETCs without conditions in agreements negotiated from late 2022 to 1 September 2023 that Mr Turner was involved with. That meant that those clients could terminate, with a short notice period of a month or so, the lease agreements without any conditions, leaving Wilson Parking vulnerable.

[84] The untested affidavit evidence supports it is strongly arguable that Mr Turner knew the tenure was important to Wilson Parking particularly if there was to be capital expenditure incurred by the company on the site. An email Mr Turner sent to the CFP in October 2022, when he had achieved a good outcome with negotiations with a landlord, started with the words "BOOM 5 years." There is a serious question to be tried whether Mr Turner altered termination clauses in agreements with landowners for his benefit and for the benefit of ATE.

---

<sup>10</sup> *The Vintage Aviator Ltd v DeMarco* [2021] NZHC 3096.

[85] An employee can take some preparatory steps whilst still employed to work with a competitor or set up a competing business without breaching their obligations. Some of the steps taken by Mr Turner, such as researching restraints of trade and other material, arguably fall within preparatory steps that would not breach obligations.<sup>11</sup>

[86] It is strongly arguable that Mr Turner and the senior executive discussed possible future plans for a competing car parking business or partnership with Wilson Parking clients whilst employed. There is a serious question to be tried whether in doing so Mr Turner's obligations to Wilson Parking were breached.

[87] Mr Turner challenges the enforceability of the restraint of trade covenant on the basis that its duration is not reasonable. The restraint of trade clause supports that modification could take place by the Authority or the Court. There was nothing in the affidavit evidence to support that Mr Turner took any steps to determine the reasonableness of the duration of the restraint of trade covenant. There is a serious question to be tried whether Mr Turner breached his restraint of trade.

[88] Mr Turner says that his communications during his restraint period commencing shortly after his resignation with clients of Wilson Parking were about project management services and not related to car parking management or leasing. There were also seven agreements according to the tenure comparison table sent to clients of Wilson Parking during the restraint period before ATE was incorporated on 11 April 2023 and over 20 before the restraint period expired. There is a serious question to be tried that Mr Turner breached his non-solicitation obligations.

[89] Mr Turner denies in his affidavit evidence that the intention of the Options agreement was for any other reason than to give the senior executive an option to join him in business in the future. The senior executive never exercised the option to acquire shares in ATE.

[90] The senior executive had been involved in meeting with clients or agents of Wilson Parking with Mr Turner. It is seriously arguable that there was a level of contact and collusion between Mr Turner after he resigned and the senior executive

---

<sup>11</sup> *Nedax Systems Ltd v Waterford Security New Zealand Ltd* [1994] ERNZ 492 (EmpC).

who remained employed. Whether that extended to the exchange of confidential information is a matter for trial. The senior executive did have knowledge about the intended competing car park business and the testing of the waters with Wilson Parking clients whilst both Mr Turner and the senior executive were employed. There was then the use of disposable phones once Mr Turner had resigned, and the Options agreement was signed whilst the senior executive was still an employee.

[91] There was limited confidential information obtained from the execution of the search order on 13 March 2025. Wilson Parking also relies on circumstantial evidence about downloads and deletions.

[92] Mr Russ and Mr Jones focused on what was obtained by virtue of the search order because of the first interim injunction sought. It is strongly arguable that there is a much broader picture about confidential information and any alleged misuse than the confidential material obtained during the execution of the search order.

[93] There is the confidential information Mr Turner had access to when employed. This included lease structures that Mr Turner had negotiated for clients, knowledge of the most profitable sites and knowledge of the expiry dates of leases. There is a serious argument for trial that there was discussion with some clients of Wilson Parking whilst Mr Turner was still employed regarding if they were interested in being involved with a competing car parking business. This needs to be seen with the timing of the agreements sent on behalf of ATE to Wilson Parking clients during the restraint period and the subsequent overlap, and the timing of that, with the former clients of Wilson Parking and the current clients of ATE.

[94] There is an arguable case about the extent of confidentiality about client identities from the authorities that Mr Jones referred to and whether this information is publicly available.<sup>12</sup>

[95] In *Team Group Realty Ltd v Cardno*, a High Court judgment, it was found that four respondents who were contractors used leads obtained whilst subject to

---

<sup>12</sup> *Korbond Industries Ltd v Jenkins* [1992] 1 ERNZ 1141 (EmpC); *Marsden Providers (1988) Ltd v Cotterill* (1989) 2 NZELC 97,094 (HC).

obligations of confidentiality to Harcourts in generating listings for Bayleys. It was found to give rise to a serious question to be tried concerning use of Harcourts' confidential information.<sup>13</sup>

[96] The confidentiality clause in Mr Turner's employment agreement with Wilson Parking was defined as including his knowledge of business opportunities, customers, and clients.<sup>14</sup> A similar clause was found in *Cardno* to be sufficiently broad to encompass client leads from work with Harcourts.<sup>15</sup>

[97] Mr Turner was required during and after his employment not to use confidential information to his own benefit and not to use it in any manner which may injure or cause loss to the employer.<sup>16</sup> There is a serious question to be tried about whether there was misuse of confidential information.

[98] Mr Jones submits for ATE that the evidence does not support a link between any fiduciary breach or confidentiality breach and revenue stream from a site or sites. There is a serious question to be tried for the reasons set out above whether breaches of fiduciary obligations and misuse of confidentiality are established on the part of Mr Turner. There is a serious question to be tried whether Wilson Parking can establish a proprietary claim to the revenues received by ATE because of misuse of confidential information or breaches of fiduciary duty and knowledge of these on the part of ATE.

### *Balance of convenience*

[99] Interim relief is sought to restrain both Mr Turner and ATE from soliciting or entering any business arrangements with the landlord parties named in the attached schedule to the interlocutory application or further servicing the arrangements.

[100] There is a strong arguable case from the untested affidavit evidence that Mr Turner breached his obligations. The case against ATE is complex, but it impresses at this interlocutory stage as arguable.

---

<sup>13</sup> *Team Group Realty Ltd v Cardno* [2024] NZHC 553, (2023) NZELR 495.

<sup>14</sup> Individual employment agreement, cl 20.1.

<sup>15</sup> *Cardno*, above n 13, at [63].

<sup>16</sup> Individual employment agreement, cls 20.2.2 and 20.2.4.

[101] The status quo is before Mr Turner started to act in what was arguably a deliberate and planned way with leases, management contract and clients. Mr Jones submits that now Wilson Parking and ATE are competing on an even footing. The situation may be more complicated than that.

[102] Wilson Parking says that the balance of convenience firmly favours the interim injunction and that there will be irreparable harm to its South Island business if there is no restraint and unchecked solicitation. It says that there would be minimal prejudice to Mr Turner if the injunction is granted and the order allows ATE to freely compete with other clients. Wilson Parking says that it offered Mr Turner and ATE an alternative remedy, a stakeholder arrangement, which was rejected. Further, Mr Turner has unclean hands given the calculated and repeated breaches and deliberate evidence spoliation.

[103] Mr Turner says that he and his wife are the only two employees of ATE and that he would not be able to carry out his role if the interim injunction is granted. He says that the family rely on the business as their sole source of income. Mr Turner also states in his affidavit evidence that there would be no other employees at ATE who could attend to the lease requirements. If there was an interim injunction granted then he states that ATE would be unable to perform or make payment on the leases, which would probably lead to them being terminated.

[104] A similar injunction to that sought by Wilson Parking was made in *Openshaw v UBS Wealth Management (UK) Ltd*.<sup>17</sup> The order was made at a time when there were restrictive covenants in place. That is not the situation with this matter. The restrictive covenants expired a year ago.

[105] In *Transnet NZ Ltd v Dulhunty Power (NZ) Ltd*, Transnet applied and was granted an interlocutory injunction to restrain the Dulhunty companies from continuing to take the benefit of a contract. It was found strongly arguable that the contract had resulted from a former employee of Transnet, subsequently shareholder and director of Dulhunty, disclosing confidential information including the tender in question, customer, and price lists. It was argued that Dulhunty companies were

---

<sup>17</sup> *UBS Wealth Management (UK) Ltd v Vestra Wealth LLP* [2008] EWHC 1974 (QB).

complicit in this and they received an advantage. Whilst relief was granted against Dulhunty, it was not granted against a former employee to restrain him from approaching relevant Transnet customers, as five months had elapsed since he had left his employment at the time interim relief was sought.<sup>18</sup>

[106] The injunction would effectively impose a further restraint on Mr Turner and prevent him from working as he has been doing in a competing business for several months.

[107] Mr Crossland submits that the harm to Mr Turner and ATE is limited because the order sought is narrowly focussed and would only prevent Mr Turner and ATE from dealing with or soliciting clients from Wilson Parking. The affidavit evidence is that 90 per cent of ATE's revenues are received from former Wilson Parking sites. Mr Jones advised the Court that there is only one client who is not a former Wilson Parking client or contact.

[108] Wilson Parking say that any future damages or restitution award may not be able to be satisfied by Mr Turner and ATE and Wilson Parking could win at trial and not recover its losses. It says damages may not be an adequate remedy. The Court accepts that quantification of damages, although an attempt has been made, may be ultimately difficult and complex for Wilson Parking.

[109] Mr Turner and ATE say damages would be an adequate remedy and that ATE's projected profit is \$1,294,000. It is, they say, a solvent, stable and financially profitable business from the accounting affidavit evidence supplied. Further that if the injunction is wrongly granted then damages would be more difficult to quantify for ATE and Mr Turner than for Wilson Parking. Mr Turner and ATE say that is because the viability of the business of ATE would likely be impacted and it may not survive.

[110] An assessment of the adequacy of damages is not an easy task at this interim stage. Wilson Parking have a significant claim, however, ATE is, from the affidavit

---

<sup>18</sup> *Transnet NZ Ltd v Dulhunty Power (NZ) Ltd* (2007) 4 NZELR 404 (HC) at [56].

evidence, solvent and financially profitable. Mr Turner's ability to meet any claim is more limited.

[111] Weighing the matters set out above, if the interim injunction is wrongly granted, Mr Turner and ATE would potentially suffer greater financial injury than Wilson Parking if the injunction is wrongly refused. Mr Turner's income that supports his family including three children would be significantly restricted and there is a possibility that ATE may not survive. Those considerations are not apparent from the judgment in *Transnet NZ Ltd*.<sup>19</sup>

[112] There are third parties to consider, the clients of ATE. Wilson Parking says that the three landlords who provided affidavits supporting Mr Turner knew he was breaching legal obligations and that disqualifies them from third party protection. Further, that no legitimate competition occurred.

[113] Mr Turner and ATE say that there will be harm to its clients and that could lead to termination of their leases and it is in the public interest to have competition in the car parking market.

[114] In *Transnet NZ Ltd* the third party abided the decision of the Court subject to assurances about Transnet stepping in on identical terms and conditions to take the benefit of the contract and an indemnity.<sup>20</sup> In this matter there are other third parties, former Wilson Parking clients, who the Court has not had affidavits from. What they knew about Mr Turner's actions at the time they entered contractual arrangements with ATE is unclear. It is unclear who would take the benefit of these contracts if such an interim injunction was granted. If ATE is no longer able to perform the contracts, then it would be uncertain if contractual arrangements would be on identical terms and conditions or different terms and conditions.

[115] Mr Crossland submits that where it is strongly arguable there is wrongful conduct then Mr Turner and ATE cannot now claim inconvenience because they acted

---

<sup>19</sup> *Transnet NZ Ltd*, above 18.

<sup>20</sup> At [6].

with their “eyes wide open.” The effects of the injunction however will go beyond Mr Turner and ATE to third parties.

[116] Weighing up the matters set out above, the balance of convenience does not favour the grant of the interim relief sought.

*Overall justice*

[117] The Court is required to stand back and undertake an overall assessment of the justice of the case. The grant of interim relief is discretionary. There is a strongly arguable case against Mr Turner in some respects as outlined earlier. There is an arguable case against ATE. There are serious issues for trial. The balance of convenience however favours Mr Turner and ATE.

[118] The consideration of the interim relief application takes place at a time when Mr Turner’s restraint period ended about a year ago. Effectively the interim relief sought would amount to a further restraint of his ability to compete and earn a living. It needs to be recorded that Wilson Parking cannot be criticised for any delay as there is an arguable case there was some concealment of any wrongdoing for an extended period.

[119] If interim relief is granted, ATE may no longer be viable which could impact its ability to proceed to trial. The interim relief may then be effectively permanent in nature. If interim relief was granted the impact to third parties and their contractual relationships with ATE would be difficult to manage.

[120] Prompt dates for a two-week trial have been offered by the Court in January 2026.

[121] The balance of convenience and overall justice do not favour the grant of interim relief and the application is declined.

### *Restraining confidential information injunction*

[122] The first interim injunction is to restrain the defendants from using or otherwise dealing with the confidential information of Wilson Parking identified in the search order. The Court will not make orders if they will serve no purpose. The confidential information that was found when the search order was executed originated from 2023 and is arguably stale. I am not persuaded, given the passage of time and the nature of the information identified in the search order, that an order should be made in the terms of the first injunction sought in the interlocutory application.

### **Freezing orders**

[123] Under s 193 of the Act, the Employment Court has the same powers as the High Court to make freezing orders. In doing so it applies r 32.2 of the High Court Rules 2016, with appropriate modification.

[124] Rule 32.5 allows a freezing order to be made against a prospective judgment debtor if the applicant has a good arguable case on an accrued or prospective cause of action. Wilson Parking is a prospective judgment creditor within the meaning of r 32.5.

[125] The first freezing order would require Mr Turner and ATE to pay 30 per cent of all revenue derived to date and to be derived from the landlord parties who are listed into an interest-bearing stakeholder account pending determination of the proceedings.

[126] The second freezing order restrains Mr Turner and ATE from selling, transferring, pledging, or otherwise disposing of the portfolio of leases and management contracts obtained through use of the confidential information of Wilson Parking.

[127] The test to apply for a freezing order requires Wilson Parking must satisfy four essential requirements:

- (a) there is a good arguable case;
- (b) the defendants have assets to which the order can apply;

- (c) there is a risk that the assets of the prospective judgment debtor may be removed from New Zealand or disposed of, dealt with or diminished in value; and
- (d) the balance of convenience and overall justice require the order to be granted.

*Good arguable case*

[128] Mr Jones submits that even if Wilson Parking has a good arguable case against Mr Turner for contractual breaches, the evidence does not support an arguable proprietary claim against the revenues received and being received by ATE.

[129] A good arguable case is one that is more onerous than other types of interlocutory injunctions but not so high as to demonstrate that the case is strong enough to entitle the plaintiff to judgment.<sup>21</sup> Certainty is not required but there should be a plausible foundation to the claims.

[130] The Court has already considered whether there is a serious issue for trial. The conclusions reached in that assessment support there is a good arguable case against Mr Turner for breaches of express and implied contractual obligations, breaches of good faith and fiduciary obligations.

[131] The case that Mr Turner's knowledge as the sole director and shareholder as attributed to ATE is capable of tenable argument. There is a good arguable case that ATE has received, because of breaches, Wilson Parking client leases and contracts and revenue from Wilson Parking clients. There is a good arguable case that ATE holds choses including derived revenue in trust for Wilson Parking.

[132] The first aspect of the test is satisfied.

---

<sup>21</sup> *Bank of New Zealand v Hawkins* (1989) 1 PRNZ 451 (HC) at 452.

*Assets to which the order can apply*

[133] The parties accept that ATE has assets such as leases and management contracts and bank accounts.

[134] The first freezing order is to freeze revenue yet to be derived as well as revenue that has been derived. It is an unusual order to seek as a freezing order. The Court raised this with Mr Crossland and Mr Jones. Mr Jones was of the view that the right to receive income from leases is probably an asset and capable of being frozen and that money in ATE's bank account are assets. Mr Crossland advised the Court that there was High Court authority for such an order in copyright cases. He noted they would typically be made by consent. Mr Crossland did not provide any authorities given the response from Mr Jones. The Court has been unable to find any authorities where similar freezing orders have been made.

*Is there a real risk that the defendants may seek to dissipate assets?*

[135] Mr Russ and Mr Jones submit that there is no evidence that there is a real risk of dissipation of assets and concerns about dissipation of assets are not enough.

[136] Mr Crossland refers to, and relies on, what he refers to as Mr Turner's "general propensity for dishonesty" including contract manipulation, misuse of confidential information, breaches of restraint where he maintained contact with clients using methods of obfuscation (including burner phones) and an Option agreement drafted and implemented while Mr Turner remained bound by his restraint and while the senior executive was still an employee. Mr Crossland also refers to the assets of ATE being cash or receivables that can be quickly moved.

[137] Many of those matters referred to by Mr Crossland are disputed, but the disposal agreement about the phones was not responded to by Mr Turner in his affidavit evidence. An unfavourable inference can be drawn by the Court about that matter. Further, and materially, Mr Turner instructed his lawyer to confirm to Mr Crossland that there had been no destruction of evidence after the senior executive said there was an agreement to dispose of phones.

[138] Wilson Parking rely on conduct that it says was dishonest on the part of Mr Turner. Mr Orchard in his first affidavit also expresses concerns that there is a buyer lined up for the ATE business and the portfolio of agreement could be sold, and proceeds distributed. Mr Turner in his three affidavits filed does not directly address that concern.

[139] The Employment Court judgment in *Soundhomes NZ Limited v Doughty* concerned a without notice application for a freezing order and ancillary orders.<sup>22</sup> The Court accepted for preliminary purposes that there was a basis for concluding a danger of dissipation. There was a claim of misappropriation of significant funds. A belief that the funds may have been dispersed or spent or placed in sources where they could not be recovered was enough.<sup>23</sup> Evidence of dishonest activity can be relevant when assessing the threshold for a defendant's likely disposition for disposal of assets.<sup>24</sup>

[140] As Mr Jones submitted, Wilson Parking is required to point to circumstances from which "a prudent sensible commercial [person] can properly infer a danger of default."<sup>25</sup>

[141] There are circumstances and some supporting documentary evidence in this case from which a prudent, sensible commercial person can properly infer a danger of default. This is so even in the absence of any affirmative evidence about disposal of assets or intention to do so. The threshold is satisfied. The Court can infer a real risk and danger of dissipation impacting the satisfaction of a prospective judgment.

### *Balance of convenience*

[142] The first freezing order sought requiring Mr Turner and ATE to pay 30 per cent of all revenues derived to date and to be derived from listed landlord parties into an interest-bearing stakeholder account does not have the usual features of a freezing order. The Court is not persuaded it is in fact a freezing order.

---

<sup>22</sup> *Soundhomes NZ Ltd v Doughty* [2024] NZEmpC 194.

<sup>23</sup> Above at [45] and [46].

<sup>24</sup> *Covington Group Holdings Ltd v Zhong (No 3)* (2004) 17 PRNZ 819 (HC) at [58](e), referred to with approval in *THL (2005) v NEN* [2022] NZEmpC 235 at [28].

<sup>25</sup> *Raukura Moana Fisheries Ltd v The Ship Irina Zharkikh* [2001] 2 NZLR 801, [2001] 2 Lloyd's Rep 319 (HC) at [122] with reference to *Third Chandris Shipping Corporation v Unimarine SA* [1979] QB 645 at 671.

[143] Nevertheless, the Court has assessed the balance of convenience and overall justice if it is incorrect about that.

[144] The affidavit evidence from ATE's accountant is that a freezing order requiring 30 per cent of the revenues received from former Wilson Parking sites would result in a significant projected loss, cash deficit and a negative equity position. Further, if it was granted, by 31 March 2026 ATE would be insolvent and its trading position would be so seriously affected it would be unlikely to be able to borrow working capital from a lender.

[145] Wilson Parking says that the affidavit evidence of ATE's accountant should be rejected. It says that ATE's accountant received information that had not been audited or independently reviewed from Mr Turner and applied a rate inconsistent with the supplied definition of revenue overstating the amount to be paid.

[146] Wilson Parking had an independent accountant peer review one of its commercial manager's calculations if there was such a freezing order imposed on ATE's revenue. The independent accountant did not agree with the financial projections of ATE's accountant. They set out various scenarios and projected that, if some scenarios are appropriate, ATE would have a positive bank balance by 31 March 2026. On other scenarios some limited borrowing may be required. It was noted that ATE had no external debt. A different view about the treatment of legal expenses was taken by the Wilson Parking commercial manager and was adopted by the independent accountant. That appears to have had an impact on the ultimate picture.

[147] It is difficult for the Court, at this interim stage, based on the accountancy evidence to reach a clear view about the ultimate impact of the freezing order sought or whether any scenario is to be favoured over another.

[148] There is a risk to Wilson Parking, if the freezing order is not made, that revenue could be dissipated and any judgment rendered nugatory. That risk must be seen with the commercial manager's affidavit evidence that they considered ATE, even providing for the revenue order, to be profitable going forward. It also must be seen with the prompt trial date. The concerns for Wilson Parking would be lessened

therefore if ATE continued to trade profitably between now and the ultimate determination of the proceedings after trial.

[149] There is a risk to ATE that a freezing order requiring 30 per cent of its revenue to be put into an account and frozen may impact the ability of ATE to continue to trade profitably. There is a risk that cannot be discounted that the business may be insolvent within a few months. That would impact on its clients and on Mr Turner and his wife.

[150] The balance of convenience does not favour the making of the first freezing order.

[151] With respect to the second freezing order if ATE was sold or its portfolio of leases and management contracts disposed of then that could cause a substantial risk to Wilson Parking and any subsequent judgment it obtained.

[152] The risk to ATE from the affidavit evidence and submission was largely centred on its future ability to borrow. That risk however could be limited by the ability to vary any freezing order, potentially by consent if appropriate, to enable borrowing by ATE should that be required until determination of the proceedings.

[153] The balance of convenience favours making the second freezing order that restrains the defendants, whether individually or by their directors, servants, agents or otherwise, from selling, transferring, pledging or otherwise disposing of the portfolio of leases and management contracts obtained through use of Wilson Parking confidential information.

### *Overall justice*

[154] Stepping back, I am satisfied that the overall interest of justice supports that the first freezing order not be made but the second freezing order should be made.

### **Outcome**

[155] The interim injunctions are not granted.

[156] There is no order made in respect of the first freezing order.

[157] The second freezing order, subject to an appropriate draft order, will be made.

[158] Mr Crossland should prepare a draft order using the appropriate form and including the right for the defendants to return to the Court to vary or discharge the order with no less than 10 working days' notice.

[159] The draft order is to be provided to the Court within five working days from the date of this judgment for approval.

### **Further steps**

[160] The Registrar will organise a telephone conference to progress the matter to a hearing.

[161] In the meantime, the parties may want to consider, as a matter of urgency before the expense of trial preparation, whether a judicial settlement conference would be of benefit. A current experienced Judge or a senior retired Judge may be available to conduct such a conference with the parties.

### **Costs**

[162] Costs are reserved until after the substantive hearing.

Helen Doyle  
Judge

Judgment signed at 3.45 pm on 26 September 2025