CITATION: One World Logistics Group Corp. v. Sotiri, 2025 ONSC 7224
COURT FILE NO.: CV-25-00745055-0000
DATE: 20251224

ONTARIO SUPERIOR COURT OF JUSTICE

RE: One World Logistics Group Corp. and Makstrans Logistic Ltd., Plaintiffs

-and-

Maksim Sotiri, Defendant

BEFORE: Robert Centa J.

COUNSEL: M. Theresa Cesareo and Camila Maldi, for the plaintiffs

Dora Konomi and Matthew Thomson, for the defendant

HEARD: December 18, 2025

ENDORSEMENT

[1] Maksim Sotiri owned Makstrans Logistics Ltd., which transported cargo using its own fleet of trucks. Makstrans was a carrier and held licences with the Ontario government and the United States Department of Transportation. On January 27, 2025, One World Logistics Group Corp. purchased all of the issued and outstanding shares in Makstrans held by Mr. Sotiri for the modest price of $100,000 (with only $30,000 paid on closing). One World offers third party logistics and freight brokerage services. It is not a carrier.

[2] The parties documented the share sale through a share purchase agreement. The SPA contained a non-competition clause, a non-solicitation clause, and protections against the future use of Makstrans' confidential information. One World offered employment to Mr. Sotiri as a Logistics Manager, at a salary of $120,000 per year.

[3] Four months after the transaction closed, One World terminated Mr. Sotiri's employment. On June 9, 2025, One World and Makstrans commenced this action against Mr. Sotiri alleging that he had breached the terms of the SPA and the employment agreement. Mr. Sotiri delivered a statement of defence and a counterclaim for wrongful termination.

[4] One World and Makstrans now move for an injunction to enforce the terms of the SPA, to prevent Mr. Sotiri from competing against Makstrans or soliciting its customers for five years, and to restrain Mr. Sotiri from using or disclosing Makstrans confidential information.

[5] For the reasons that follow, I dismiss the motion for an injunction. Even assuming the non-competition and non-solicitation provisions of the SPA are valid, One World and Makstrans have not demonstrated a strong *prima facie* case that they are likely to prove at

trial that Mr. Sotiri has breached his obligations under the SPA. As I will explain, One World and Makstrans rely almost exclusively on hearsay evidence, purportedly from its customers. I place no weight on that hearsay evidence as I cannot assess its reliability or credibility. Moreover, it appears from One World and Makstrans' own evidence that the customers are unwilling to provide direct evidence to confirm what they allegedly said. I am left with significant doubt that One World and Makstrans will be able to call that evidence at trial, where the hearsay evidence will be excluded. In addition, One World and Makstrans have provided no evidence of harm, much less irreparable harm, arising from Mr. Sotiri's alleged conduct.

[6] Finally, all parties agree that Mr. Sotiri is under an ongoing obligation not to use Makstrans' confidential information and to return any additional confidential information in his possession. There is no evidence that Mr. Sotiri currently has any such confidential information in his possession. In these circumstances, I see no need to issue an injunction that simply reiterates Mr. Sotiri's obligations under the SPA.

A. No strong prima facie case

[7] A party may seek an interlocutory injunction or mandatory order pursuant to s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, and Rule 40 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194. In general, a party seeking an interlocutory injunction must meet the test set out in *RJR — MacDonald Inc.* and demonstrate that:

a. the action raises a serious question to be tried, in the sense that the claim is neither frivolous nor vexatious;

b. the moving party would suffer irreparable harm if the court does not grant the injunction until the completion of the trial; and

c. that the balance of convenience favoured granting the injunction because the moving party would suffer greater harm than the responding party if the injunction is not granted.[1]

[8] The parties dispute whether One World and Makstrans must meet the more onerous standard of a "strong *prima facie* case" on the first branch of the test because they seek to enforce a restrictive covenant.[2] In my view, I am bound by prior decisions of this court and the plaintiffs are required to demonstrate that they have a strong *prima facie* case because they seek to enforce a restrictive covenant that will affect Mr. Sotiri's ability to earn an living, even though the restriction is found in the SPA.[3] One World and Makstrans candidly

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[1] *RJR-MacDonald Inc. v. Canada (Attorney General)*, [1994] 1 S.C.R. 311, at p. 334.
[2] *RJR-MacDonald*, at p. 335; *Precision Fine Papers Inc. v. Durkin*, 2008 CanLII 6871 (Ont. S.C.), at para. 17; *Aware Ads Inc. v. Walker*, 2022 ONSC 5543, at para. 48.
[3] *1000264228 Ontario Incorporated, et al v. Katzberg*, 2024 ONSC 4518, at para. 35; *Loops L.L.C. v. Maxill Inc.*, 2020 ONSC 5438, 179 C.P.R. (4th) 323 (Div. Ct.), at para. 15; *Camino Modular Systems Inc. v. Kranidis*, 2019 ONSC 7437, 58 C.C.E.L. (4th) 243, at para. 15.

acknowledged that they could not present any authorities that overruled the prior Ontario case law.

[9] To meet the strong *prima facie* case standard, One World and Makstrans must satisfy me that there is a strong likelihood on the law and the evidence to be presented at trial that it will prove the allegations set out in the statement of claim.[4]

1. The alleged breach of the non-solicitation and non-competition provisions of the SPA

[10] Mr. Sotiri submits that the non-competition and non-solicitation provisions of the SPA are unreasonable. Those provisions are found in ss. 4.03(a) and (b) of the SPA and provide as follows:

> Section 4.03 Non-Competition and Non-Solicitation.
>
> (a) [Mr. Sotiri] hereby agrees and undertakes in favour of each of [One World] 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 [Mr. Sotiri's] name to be used by a person that, directly or indirectly, competes with [Makstrans] (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 [Makstrans], [One World] or their respective Affiliates.
>
> (b) As a separate and independent covenant, throughout the Restricted Period, except in accordance with [Mr. Sotiri's] employment with [Makstrans], [Mr. Sotiri] 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 [Makstrans].

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[4] *R. v. Canadian Broadcasting Corp*., 2018 SCC 5, [2018] 1 S.C.R. 196, at para. 17.

[11] Mr. Sotiri submits that the clauses have too broad a geographic scope and are ambiguous and that I should declare them to be unreasonable. I decline to make that finding. Instead, for the purposes of this motion, I will assume that the provisions are valid and enforceable.

[12] One World and Makstrans allege that Mr. Sotiri violated the non-competition provisions. In their factum, One World and Makstrans allege that Mr. Sotiri:

> "a) Solicited key customers of Makstrans, including Nations Capital and Di-Mond Trailer Sales Inc., offering to perform logistics services at reduced rates in furtherance of servicing the Plaintiffs' primary customer, Amazon (as hereinafter defined);
>
> b) Attempted to compete with the Plaintiffs through the conduct above;"

[13] Assuming the non-competition and non-solicitation provisions are enforceable, One World and Makstrans have not demonstrated a strong *prima facie* case that Mr. Sotiri has breached those provisions. The plaintiffs did not lead any first-hand evidence of Mr. Sotiri's interactions with anyone at Nations Capital or Di-Mond Trailer Sales. Instead, they relied on hearsay evidence tendered through their affiants Richard Ellis (an owner of the plaintiffs), and David Emond (a director of the plaintiffs). In his first affidavit, Mr. Ellis recounted what unnamed representatives of Di-Mond and National Capital said to him about meetings and conversations with Mr. Sotiri. This evidence is not admissible because Mr. Ellis does not state the source of his information and belief, contrary to rule 39.01(4). In his second affidavit, Mr. Ellis names the representatives of Nations Capital and Di-Mond with whom he communicated regarding Mr. Sotiri. For his part, in an affidavit sworn October 10, 2025, Mr. Emond recounts conversations around May 29, 2025, that he had with named representatives of Nations Capital and Di-Mond about their conversations with Mr. Sotiri.

[14] The evidence provided by the plaintiffs is unsatisfactory. The critical question on this motion is whether the plaintiffs have established a strong *prima facie* case that Mr. Sotiri breached the non-competition and non-solicitation provisions of the SPA. The only evidence provided by the plaintiffs on this critical question is hearsay evidence provided through Mr. Ellis and Mr. Emond.

[15] The hearsay statements included in the affidavits of Mr. Ellis and Mr. Emond carry all of the traditional hearsay dangers. They are out of court statements containing factual assertions that that the plaintiffs wish to introduce for the truth of their contents. The declarants did not give the statements under oath. The declarants were not made available for cross-examination, so Mr. Sotiri could not test the reliability or credibility of the declarants. There is no way to assess even whether Mr. Ellis and Mr. Emond accurately reported what the declarants said to them. One World and Makstrans did not suggest that any of the traditional common law exceptions to the rule against hearsay would apply. The declarants' statements would not meet the principled exception to the rule against admitting

hearsay evidence because it would meet neither the necessity nor threshold reliability criterion.[5]

[16] One World and Makstrans knew that Mr. Sotiri took issue with the hearsay evidence on which they relied. This motion was originally scheduled to be heard by me on September 26, 2025, but One World and Makstrans requested an adjournment so that they could file additional affidavits to address the issues created by the reliance on hearsay. I adjourned the motion and granted leave to One World and Makstrans to file further affidavits despite the fact that cross-examinations had been completed. Instead of obtaining first-hand evidence of representatives of Nations Capital or Di-Mond, One World and Makstrans only filed the affidavit of Mr. Emond, affirmed October 10, 2025, which provided further hearsay evidence.

[17] One World and Makstrans knew that the hearsay nature of their evidence was a problem, yet they did not take the obvious step of filing first-hand affidavits, despite being granted leave to do so. Mr. Ellis may have provided a clue regarding why One World and Makstrans could not obtain affidavits from representatives of Di-Mond when he stated that "On September 4 and 5, 2025, I made efforts to contact Chris DeLilo, Frank Piccolo, and Joe Innocente of Di-Mond regarding any interactions they had with Mr. Sotiri following his termination. They have not returned my phone calls." The apparent unwillingness of the representatives of Nations Capital and Di-Mond to participate in this litigation, much less provide sworn evidence and face cross-examination, persuades me to place no weight on the hearsay statements attributed to them in the affidavits of Mr. Ellis and Mr. Emond.

[18] The use of hearsay evidence on matters of critical importance is even more problematic given the test One World and Makstrans must meet on this motion. To meet the strong *prima facie* case standard, One World and Makstrans must satisfy me that there is a strong likelihood on the law and the evidence to be presented at trial that it will prove the allegations set out in the statement of claim.[6] None of the hearsay evidence from the representatives of Nations Capital or Di-Mond will be admissible at trial. In order to put that evidence before the trial judge, the plaintiffs will need to call the representatives of Nations Capital or Di-Mond as live witnesses. Given the plaintiffs' own evidence regarding the reluctance of the Nations Capital and Di-Mond witnesses to be involved, and their inability to obtain affidavits from them for use on this motion, it seems unlikely that any of that evidence will be called at trial. I cannot say there is a strong likelihood that the plaintiffs will prevail on the evidence that will be presented at trial.

[19] In conclusion, I place no weight on the hearsay statements found in the affidavits provided by Mr. Ellis and Mr. Emond.

[20] On the other side of the ledger, Mr. Sotiri denies contacting representatives of Di-Mond and denies having any conversations with anyone that would have violated the non-competition and non-solicitation provisions of the SPA. Despite the able and vigorous

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[5] *R. v. Khelawon*, 2006 SCC 57, [2006] 2 S.C.R. 787, at para. 78; *R. v. Bradshaw*, 2017 SCC 35, [2017] 1 S.C.R. 865, at paras. 26-32.
[6] *R. v. Canadian Broadcasting Corp*., 2018 SCC 5, [2018] 1 S.C.R. 196, at para. 17.

submissions of counsel, I do not agree that Mr. Sotiri made any admissions on cross-examination that allow the plaintiffs to meet their test.

[21] In conclusion, One World and Makstrans have not demonstrated that there is a strong likelihood on the law and the evidence to be presented at trial that they will prove that Mr. Sotiri breached the non-competition and non-solicitation provisions of the SPA. One World and Makstrans have not made out a strong *prima facie* case at the first stage of the *RJR – Macdonald* test with respect to the alleged breaches of the non-competition and non-solicitation provisions of the SPA.

2. Breach of the confidentiality provisions

[22] On September 8, 2025, Makstrans took possession of a truck that Mr. Sotiri purchased with his own funds but had registered to the company. Whether Makstrans was within its legal rights to do so is not before me. In any event, Makstrans found "several pro forma invoices and trailer ownership documents…[containing] confidential information regarding pricing and supply chain sequencing.

[23] The plaintiffs allege that Mr. Sotiri thereby breached of s. 4.01 of the SPA, which provides that:

> Section 4.01 Confidentiality. From and after the Closing, [Mr. Sotiri] shall hold, and shall use its reasonable best efforts to cause [his] directors and officers to hold, in confidence any, and all, information, whether written or oral, concerning [Makstrans], except to the extent that [Mr. Sotiri] can show that such information is:
>
> (a) generally available to and known by the public through no fault of [Mr. Sotiri] or [his] directors or officers; or
>
> (b) lawfully acquired by [Mr. Sotiri] from and after the Closing from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation.

[24] Mr. Sotiri admits that the pro forma documents were in his truck. He states that he forgot they were there. He denies using the documents after he left Makstrans and there is no evidence that he used the documents.

[25] One World and Makstrans agree that there is no evidence that Mr. Sotiri has any other confidential information in his possession. Mr. Sotiri acknowledged through counsel that he remains bound by the confidentiality obligations in the SPA, must not use any confidential information belonging to the plaintiffs, and must turn over any other documents he discovers to be in his possession in the future.

[26] In their written argument, the plaintiffs did not point to any irreparable harm arising from Mr. Sotiri's possession of the documents, but I accept without hesitation that they are entitled to expect Mr. Sotiri to comply with his obligations under the SPA. In the

circumstances, I decline to issue an injunction with respect to confidential information. I emphasize that Mr. Sotiri must continue to comply with all of his obligations under the SPA.

B. No irreparable harm

[27] One World and Makstrans submit that they will suffer irreparable harm if Mr. Sotiri is not restrained from continuing to breach the non-competition and non-solicitation provisions of the SPA.

[28] Irreparable harm is harm which either cannot be quantified in monetary terms or cannot be cured, usually because the moving party cannot collect damages. A party seeking to prove irreparable harm must provide clear, not speculative, evidence (including financial evidence) that it will suffer irreparable harm without the injunction. Irreparable harm cannot be founded on mere speculation. Absent clear evidence of irreparable harm, the court will not issue an injunction. There is no doubt that loss of customers or market share can be the type of harm described as irreparable harm, but the moving party must prove that on clear evidence that such harm will be caused.[7]

[29] One World and Makstrans have provided no credible evidence that it has, or will, suffer any harm, much less irreparable harm. The evidence provided by Mr. Ellis in his affidavit is exactly the type of speculative evidence that will not prove irreparable harm. Six months have passed since the plaintiffs initiated this proceeding, but they have not provided evidence that Mr. Sotiri has caused them to lose a dollar of revenue, a single client, or a fraction of its market share. On cross-examination, Mr. Ellis confirmed that none of Di-Mond, National, or Amazon had cancelled or terminated any contracts with the plaintiffs. When directly asked if One World and Makstrans had suffered any loss of business, Mr. Ellis admitted that he did not know.

[30] The plaintiffs also rely on an answer to a question taken under advisement in support of their claim of irreparable harm. The question and answer provide as follows:

> 137. To produce proof that One World entered into any contracts with Nations Capital Inc. after January 27th, 2025, and disclose whether the contract was with One World or Oebin.
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> A. In 2023, One World delivered 2,000 Amazon containers (on behalf of NCI) and 1,000 Amazon trailers (on behalf of Di-Mond).

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[7] *U.S. Steel Canada Inc. (Re)*, 2023 ONCA 569, 9 C.B.R. (7th) 40, at para. 27; *Morgan Canada Corporation v. MacDonald*, 2023 ONSC 5217, 91 C.C.E.L. (4th) 55, at paras. 92-93; *Aware Ads Inc. v. Walker*, 2022 ONSC 5543, at paras. 83-85; *2158124 Ontario Inc. v. Pitton*, 2017 ONSC 411, at paras. 48-51; *Ciba-Geigy Canada Ltd. v. Novopharm Ltd.* (1994), 56 C.P.R. (3d) 289, 83 F.T.R. 161, at p. 325; *754223 Ontario Ltd v. R-M Trust Co*, [1997] O.J. No. 282 (Ont. Gen. Div.), at para. 40; *Precision Fine Papers Inc. v. Durkin*, 2008 CanLII 6871 (Ont. S.C.), at paras. 24-25; *Messa Computing Inc. v. Phipps*, 1997 CarswellOnt 5596 (Ont. Gen. Div.), at para. 32.

> In 2024, One World delivered 2,135 Amazon containers on behalf of NCI and 1,000 Amazon trailers client behalf of Di-Mond.
>
> Since February 1, 2025, One World has completed one large logistics job related to a crane for NCI and delivered 953 Amazon trailers (on behalf of Di-Mond). One World also worked directly with Amazon to deliver 77 units in July and August 2025.
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> The underlying documentation including contracts, invoices, and price slash value of this work is confidential and proprietary information. The plaintiffs are prepared to make this information available to the judge on the motion, if needed, but will not produce it to Mr. Sotiri given the issues of competition and solicitation.

[31] I am not satisfied that this evidence meets the plaintiffs' burden of demonstrating irreparable harm. First, this question was not about losses, it was about proof of contracts. It is not clear that the answers provided should be read as providing data relevant to the issue of irreparable harm. Second, this data does not set out whether the plaintiffs have suffered any revenue or profit losses in 2025, and no financial statements of any kind were provided. Third, there is nothing in this answer that suggests that any reduction in revenue or profit is due to any action of Mr. Sotiri as opposed to, for example, competition from other sources, general economic trends, or the tariffs imposed by various governments in 2025. Fourth, the plaintiffs' failure to provide any backup documentation for the answer is troubling. It is no answer to say that the information would be made available to me on the motion. Providing it to the court is no substitute to providing it to counsel for Mr. Sotiri so that it could be examined, tested, and explored. Absent such documentation, the reliability of the answers provided is more uncertain.

[32] In summary, the plaintiffs have not identified a single sale or customer that it has lost due to Mr. Sotiri's actions or that it will lose in the future absent the injunction it seeks. They have not demonstrated that, if its overall business with any of the customers has diminished, it was because of Mr. Sotiri's conduct as opposed to changes in the economic environment. They have not provided any evidence that Mr. Sortiri has harmed its business reputation or market share in any way.

[33] One World and Makstrans may be able to prove at trial that Mr. Sotiri breached duties he owed to them. If so, they will be able to claim damages resulting from those breaches and, on a better evidentiary record, they may be able to prove its losses. I find, however, that the plaintiffs have not demonstrated that they will suffer irreparable harm if I do not grant the injunction.

[34] As the One World and Makstrans have proven neither a strong *prima facie* case nor irreparable harm, I need not go on to consider the balance of convenience.

C. Conclusion

[35] Mr. Sotiri remains bound by all of his obligations under the SPA. However, for the reasons set out above, I dismiss the plaintiffs' motion for an injunction.

[36] I urge the parties to try and resolve the costs of this motion. If the parties are not able to do so, Mr. Sotiri may email his costs submission of no more than three double-spaced pages to my judicial assistant on or before January 9, 2026. The plaintiffs may deliver their responding submission of no more than three double-spaced pages on or before January 16, 2026. No reply submissions are to be delivered without leave.

Robert Centa J.

Date: December 24, 2025