

Employer given £2 in damages for misuse of confidential information

```
[et_pb_section admin_label="Section" global_module="136"
fullwidth="on" specialty="off" transparent_background="off"
background_color="#ffffff" allow_player_pause="off"
inner_shadow="off" parallax="off" parallax_method="off"
padding_mobile="off" make_fullwidth="off"
use_custom_width="off" width_unit="on" make_equal="off"
use_custom_gutter="off"] [et_pb_fullwidth_code
global_parent="136" admin_label="Fullwidth
Code"] [Page_Header_Start] Employment Law
News [Page_Header_End] [/et_pb_fullwidth_code] [/et_pb_section] [e
t_pb_section admin_label="section"] [et_pb_row
admin_label="row"] [et_pb_column type="3_4"] [et_pb_text
admin_label="Text" background_layout="light"
text_orientation="justified" use_border_color="off"
border_color="#ffffff" border_style="solid"]
```

Employer given £2 in damages for misuse of confidential information

[post_details]

[Social-Share]

An employer who had sought £15 million in damages for misuse of its confidential information has been awarded only £2 for its former employees' breaches of their confidentiality duties.

Marathon Asset Management LLP is an asset management firm and one of its founders, Mr Seddon, left to set up a competing business, taking with him a number of Marathon's staff. Among those staff was Mr Bridgeman. Marathon brought a claim in the High Court against Mr Seddon and Mr Bridgeman alleging that they had taken its confidential information before they left the firm.

Mr Bridgeman admitted that he had copied a large number of Marathon's confidential documents on to a USB stick before he left, and that he retained them for some time. He conceded that, in doing so, he was in breach of contract. Some of the documents Mr Bridgeman had downloaded to his USB stick were accessible to him because Mr Seddon had previously moved them to a shared drive.

All parties agreed that Mr Seddon had not used any confidential information. Mr Bridgeman had used a small number of documents, but that use had not caused Marathon any significant loss.

Marathon argued that it should be entitled to damages of £15 million, representing the value of the confidential information taken. Marathon assessed that this sum would have been a reasonable charge for releasing the ex-employees from their duties of confidentiality.

The High Court recognised that both Mr Seddon and Mr Bridgeman had been in breach of their duties of confidentiality and their contracts. However, those breaches had not caused Marathon any loss, and there was nothing to show that either Mr Seddon or Mr Bridgeman had made any gain. Therefore, the High Court held that there was no justification for anything more than nominal damages of £2. This equated to £1 per defendant.

This case illustrates that it is not the risk of loss which matters, but the actual loss suffered. An inability to

quantify the amount of loss is not necessarily a problem, but being unable to show any loss at all most likely will be.

Marathon Asset Management LLP and another v Seddon and another
[2017] EWHC 300 (Comm)

```
[/et_pb_text][/et_pb_column][et_pb_column
type="1_4"][et_pb_sidebar      admin_label="Sidebar"
orientation="right" area="sidebar-1" background_layout="light"
remove_border="off"]
[/et_pb_sidebar][/et_pb_column][et_pb_row][et_pb_section][et
_pb_section      admin_label="section"][et_pb_row
admin_label="row"][/et_pb_row][et_pb_section]
```