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Case No: KB-2024/000960

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION
MEDIA AND COMMUNICATIONS LIST

Royal Courts of Justice
Strand
London, WC2A 2LL

Thursday, 18 November 2024

BEFORE:

THE HONOURABLE MRS JUSTICE STEYN DBE

BETWEEN:

(1) TITAN WEALTH HOLDINGS LIMITED
(2) TITAN SETTLEMENT & CUSTODY LIMITED (formerly known as GLOBAL PRIME PARTNERS LIMITED)
(3) GRETCHEN ROBERTS
(4) TIFFANY ROBERTS

Claimant

- and -

MARIAN OKUNOLA

Defendant

MR M FIELD, MR R LOOF (instructed by Quinn Emanuel Urguhart & Sullivan UK LLP) appeared on behalf of the Claimant
MS OKUNOLA appeared in person

JUDGMENT
(Approved)

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(Official Shorthand Writers to the Court)

1. MRS JUSTICE STEYN: This judgment determines an application filed by the claimants on 8 November 2024. This is a post-trial application for further orders to assist the claimants in executing the irretrievable deletion provisions of an order made by Hill J following a trial. The application is supported by the eighth witness statement of Mr Yasseen Gailani, a partner in the firm of solicitors representing the claimants.

2. The defendant, Ms Okunola has not filed any evidence or submissions in response to the application, but she has represented herself at the hearing today, and made oral submissions opposing the application.

3. The background to this application is set out in the trial judgment of Hill J of 25 October 2024: [2024] EWHC 2718 KB ('the trial judgment'). The trial judgment upheld the claimants' claims for breach of contract, breach of confidence and harassment. By an order of the same date ('the trial order'), Hill J awarded damages to the claimant and granted final injunctions which (a) restrain the defendant from continuing to harass the third and fourth claimants, and (b) require Ms Okunola to take certain steps to ensure the irretrievable deletion of the confidential information, as defined in the trial order, belonging to the first and second claimants that formed the basis for the claimants' breach of confidence claim ('the deletion obligations').

4. Ms Okunola has been subject to an obligation to deliver up and, if requested by the claimant, irretrievably delete relevant documents as defined in the trial order since the order of Freedman J of 5 April 2024, granting the claimant's application for an interim injunction ('the interim injunction'). The interim injunction was upheld at the return hearing on 23 May 2024 by Chamberlain J.

5. On 26 April 2024, in light of the defendant's refusal to comply with the interim injunction, the claimants made an application for committal of Ms Okunola for contempt of court. The committal application was heard by Chamberlain J and by order dated 21 June 2024, the defendant was found to be in contempt of court on three counts, and a penalty of six months' imprisonment was imposed. That penalty was suspended on condition of Ms Okunola's compliance with the interim injunction.

6. On 9 September 2024, the claimants made an application for activation of Ms Okunola's custodial sentence (the activation application) for failure to comply with the interim injunction. The order of Hill J dated 11 October 2024, provides for the activation application to be listed on an expedited basis, but not earlier than 8 November 2024. That application was originally listed for today, but on the claimant's application and by order of Collins-Rice J of 26 November 2024, the listing today has been used instead to hear the application of 8 November 2024.

7. The trial order contains a penal notice. Under the heading "Irretrievable deletion of Target Documents" the trial order states,

> "6. The Claimants shall procure that the **IT Consultant** irretrievably delete the **Target Documents** from the **Data Sources**, and that such irretrievable deletion take place as far as is reasonably practicable in accordance with the methodology explained in the seventh witness statement of Yaseen Gailani, dated 18 September 2024 (including any such steps as may be necessary to ensure that the **Target Documents** cannot be recovered by the Defendant following their deletion).
>
> 7. The Defendant shall cooperate with the Claimants and the **IT Consultant** to retrieve the irretrievable deletion of the **Target Documents** from the **Data Sources**. Such cooperation shall include (without limitation):
>
> > (a) informing the **IT Consultant** of the nature and location of each **Data Source**, and how each **Data Source** may be accessed;
> >
> > (b) delivering to the **IT Consultant** any **Data Source** which is a **Device**;
> >
> > (c) providing the passwords required to access the **Data Sources** and any encrypted files contained therein;
> >
> > (d) disabling any two-factor authentication applicable to the **Data Sources** for as long as is reasonably required for the irretrievable deletion to take place, or to the extent that it is not possible to disable such two factor authentication, providing to the **IT Consultant** the **Device** required to complete the two factor authentication successfully;

(e) to the extent that the **IT Consultant** notifies the parties of a difficulty or impossibility of accessing any **Data Source** because of restrictions applied by the provider, the loss of the necessary log-in credentials or otherwise, liaising with any relevant third party, to ensure the expeditious removal of the obstacle(s) to access; and

(f) Permitting the **IT Consultant** to access the **Data Sources**, following the expiry of any relevant recovery period to confirm that **Target Documents** have not been recovered.

8. The Defendant shall provide all information and take all steps required under paragraph 7 above promptly and in any event within seven days of such request being made.

9. Save to the extent, if any, requirement to comply with this order, the **IT Consultant** shall not provide to the Claimants, any document derived from the **Data Sources** which is not a **Target Document**.

10. The determination of which documents contained within the **Data Sources** or **Target Documents**, shall be undertaken by the **Independent Barrister**, with the assistance of the **IT Consultant**. The **Independent Barrister**'s determination shall be final and binding on the parties.

11. The fees and cost of the **IT Consultant** and **Independent Barrister** shall be paid in the first instance by the Claimants, but recoverable from the Defendant as cost of these proceedings, in accordance with paragraph 19."

8. The terms "IT Consultant", "Target Documents" "Data Source(s)", "Device(s)" and "Independent Barrister" are defined in the schedule to the trial order. Paragraph 6 of the trial order empowers the claimants to procure that an IT Consultant appointed by them carries out the irretrievable deletion process, in accordance with the methodology explained by the claimants in Mr Gailani's witness statement ('Gailani 7'). The claimants have appointed Alvarez & Marcel Disputes and Investigations LLP (A&M).

9. Upon hand down of the trial judgment, the claimants engaged the services of a barrister, Francis Cardel Oliver of Essex Court Chambers, to act as the Independent Barrister for the purposes of the trial order.

10. Having done so, they made requests of Ms Okunola pursuant to paragraph 7 of the trial order on 31 October 2024. In a letter of that date, the claimant –

(a) reminded Ms Okunola of the relevant provisions in the trial order and the process set out in Gailani 7,

(b) requested that by 4.00 pm on Thursday, 7 November 2024 (that being seven days from the date of the request, as specified by paragraph 8 of the trial order), she deliver to A&M:

(i) all Data Sources in her possession which are Devices, including (a) any desktop, laptop, tablet or mobile phone to which she has access or can obtain access, (b) any hard drive to which she has access or can obtain access, including the hard drives that Ms Okunola has previously confirmed in correspondence, dated 29 July 2024, as being used to store a backup of potential Target Documents, and (c) any other storage Devices to which she has access or can obtain access.

(ii) the passwords to those Data Sources and any information required to complete two-factor authentication on such Data Sources, to the extent that two-factor authentication had not been disabled beforehand.

(iii) confirmation of each of the four email accounts the claimants understand her to have, alongside their passwords; and

(iv) the details of any iCloud or other online storage accounts used by Ms Okunola, including their log-in credentials.

(c) they explained that while the collection, review and deletion process was ongoing, Ms Okunola would not be able to access her Data Sources, but that the claimants were willing to provide her with replacement Data Sources in order to mitigate the impact on her of the trial order;

(d) Notified her of the claimants' appointment of the Independent Barrister, and that he would be in contact shortly, in order to take the process forward; and

(e) Requested that she contact A&M to arrange a time and place for handover of the Devices and information referred to above.

11. Ms Okunola responded by email one hour later as follows,

> "I think you are jumping the gun a little bit. Please have the independent barrister, Mr Cardell-Oliver, confirm which documents on the disclosure list which [sic] is a Target document because obviously some documents were deleted after Trial. We can then discuss further after that - the IT consultant, A&M, must be prepared to come to my address to carry out their duties. They will not be permitted to take any of my devices out of my premises, if they will be allowed inside the premises."

12. It was not clear from this email whether the defendant would have been prepared to admit the IT Consultant into her address, but in any event the irretrievable deletion process will, on the evidence before me, take many hours and, potentially days. The effect of the trial order was, inevitably, that the IT Consultant would have to take away her Devices temporarily.

13. The claimant's solicitor sent a further request on 31 October by email, repeating its request for Ms Okunola to comply with the steps set out in the letter by the deadline, and notifying her that a failure to comply with that request would result in the claimants bringing fresh contempt proceedings.

14. Ms Okunola responded by email as follows:

(a) at 13.53 stating, "I do not have any devices", in an email which stated it was sent from an iPhone;

(b) two minutes later stating, "I will not be parted from any Device because I know I won't get it back" and inviting the claimants to issue contempt proceedings;

(c) at 14.17, "I will not leave any device unattended or with A&M overnight."

15. The claimants responded by letter dated 4 November 2024, explaining that there was no means by which the irretrievable deletion process could be completed satisfactorily without A&M taking custody of Ms Okunola's Devices, and suspending her access to

her other Data Sources during the period in which the review of the data was ongoing. The claimant and A&M offered to give undertakings in order to assuage Ms Okunola's purported concerns about her Devices not being returned to her. The letter again invited Ms Okunola to comply with the requests it contained by 4.00 pm on 7 November 2024.

16. The defendant responded on 4 November 2024,

> "I will not be handing over any of my devices. None of my devices will be left overnight anywhere. They will remain in my possession with my oversight at all times. You will not steal my belongings.
>
> Issue contempt proceedings."

17. In a subsequent email, the defendant asserted that the iPhone from which she had been sending emails, was not a Device (as defined), because it was her mother's that had been given to her upon the Metropolitan Police seizing her previous mobile phone as evidence in the criminal proceedings. It is obvious from the definitions of Data Sources and Devices in the trial order, and the fact that the mobile phone her mother has given her, is a device to which Ms Okunola evidently has access, that that assertion is wrong. It is a Device for the purposes of the trial order.

18. Also on 4 November, the Independent Barrister contacted the parties, inviting comments by 5.00 pm on 8 November, on a draft undertaking he was proposing to give in relation to his role. The defendant responded to him by email on the same day, again stating, "I will not agree to handing over any device to be kept if they will not be returned which I suspect they will not be."

19. In response to an email from the claimants indicating that they will be seeking further relief from the court in relation to the execution of the trial order, on 5 November 2024, the defendant wrote,

> "I do not know what sought [sic] of relief you are expecting the court to grant you
>
> - What? Forced entry to my house to collect my devices? I have said that I will not leave my possessions with you because I know I won't get them back. I have deleted the documents using the methodology that was agreed between the parties but instead you choose to harass me

> further using the other remedy you were granted in the judgement of Justice Hill.
>
> You should issue contempt proceedings against me, as you have threatened, I would rather go to prison than give you my belongings. I do not run a charity whereby I give my belongings to people."

20. In the same email, the defendant reiterated her view that the trial judgment is, "completely and utterly mala fides!!"

21. That email suggested that the documents had been deleted in accordance with a methodology agreed between the parties. In her oral submissions today, Ms Okunola maintained that she has deleted the documents, save for some, in respect of which there is a dispute which will need to be determined by the Independent Barrister. She submits that she has deleted the documents in accordance with an agreement reached with the claimants prior to the trial.

22. It is clear that the methodology endorsed in the trial order is that proposed by the claimants in Gailani 7. In effect, Ms Okunola seeks a variation of the trial order to adopt a different methodology, enabling her to keep hold of her Devices, and to undertake any deletion herself.

23. The suggestion that the claimants agreed to that methodology is based on the fact that the claimants agreed, as an interim measure prior to trial, to the defendant's proposal to double delete certain documents. However, it is clear that the claimants did not agree that that amounted to irretrievable deletion, or that it would be sufficient. They sought and obtained the trial order which provides for a different process.

24. The evidence clearly demonstrates the defendant's unwillingness to comply with the deletion obligations imposed on her by the trial order.

25. Against this background, as well as the defendant's failure to pay various costs and interim payment orders made against her, the claimants contend that without intervention from the court, Ms Okunola will not comply with the deletion obligations and the irretrievable deletion order will remain a dead letter.

26. The application before me and the draft order seeks relief with respect to three categories of Data Sources, as defined in the trial order:

(a) what the trial order refers to as "Data Sources which are Devices", i.e. physical devices capable of storing electronic data ("Devices");

(b) Device(s) currently held by the interested party, the Metropolitan Police, for the purposes of a criminal investigation into Ms Okunola ("Seized Devices"); and

(c) Data Sources which are email and other online accounts ("Online Accounts").

27. There are four categories of relief sought. The claimants rely on the power contained in section 37(1) of the Senior Courts Act, 1981, in respect of each category, as well as various other powers to which I will refer.

(1) The Password Order Application

28. By paragraph 1(b) and 2 of the original draft order, the claimants seek an order requiring Ms Okunola to attend a hearing at which she would be required to give a statement under oath, listing all Devices and Online Accounts to which she has or can reasonably obtain access, and setting out the correspondence passwords.

29. The claimants make the Password Order Application pursuant to subsection (1) and (5) of section 7 of the Civil Procedure Act 1997 and/or CPR 71.(2)(i)(ii).

30. Section 7(1) and (5) of the Civil Procedure Act, 1997 provide, "

> "1. The court may make an order under this section for the purpose of securing in the case of any existing or proposed proceedings in the court-
>
> (a) the preservation of evidence which is or may be relevant or
>
> (b) the preservation of property which is or may be the subject matter of the proceedings, or as to which any question arises or may arise in the proceedings…

5. The order may also direct the person concerned –

> (a) to provide any person described in the order or secure that any person so described is provided with any information or article described in the order and
>
> (b) to allow any person described in the order, or secure that any person so described is allowed to retain for safekeeping anything described in the order."

31. The claimants contend that section 7(1)(b) and 5(a) give jurisdiction to make the Password Order. It is necessary, they submit, to preserve the Devices for the purpose of securing the deletion of the claimants' (and third parties') confidential information.

32. CPR 71.2(1) provides, so far as relevant,

> "A judgment creditor may apply for an order requiring –
>
> (a) a judgment debtor…to attend court to provide information about –
>
> (1) the judgment debtor's means or,
>
> (2) any other matter about which information is needed to enforce a judgment or order."

33. The application has been made in the form required by CPR 71.1(2)(iii). CPR 71.1 provides the purpose of Part 71 as follows,

> "This part contains rules which provide for a judgment debtor to be required to attend court to provide information for the purpose of enabling a judgment creditor to enforce a judgment or order against him."

34. Paragraph 71.1.1 of the White Book records,

> "The Part is not confined to money judgments. For example, a judgment debtor who has not complied with an order for the return of specific goods, can be questioned pursuant to this Part."

35. In addition, the claimants rely on the court's equitable jurisdiction. In *Chief Constable of Kent v Taylor* [2022] EWHC 737 (QB), Saini J observed at [59]@

> "Orders to provide disclosure are available in misuse of private information: **Gulati v MGN Ltd** [2015] EWHC 1482 (Ch) 2016 FSR 12 707. There is no reason or principle that a court in enforcing classic confidentiality rights should not also have the ability in equity to make such an order."

36. I accept the claimants' submissions that the court has jurisdiction to make the Password Order pursuant to the provisions and case law they have identified.

(2) The Mandate Order Application

37. The Mandate Order is sought as a backstop in the event that the defendant fails or is unable to comply with the Password Order. In that eventuality –

(a) by paragraph 3(a) of the original draft order, the IT Consultant would be authorised to bypass any password requirements, if able to do so lawfully;

(b) by paragraph 3(b) of the original draft order, Ms Okunola would be directed to execute a mandate in the terms set out in the template at Annex 2 to the draft order, granting the IT Consultant a mandate to operate all online accounts to which Ms Okunola has or can reasonably obtain access; and

(c) by paragraph 4 of the original draft order, in the further event of Ms Okunola refusing to execute the mandate provided for in paragraph 3(b), the court would direct that an official of the court, or some other person, is empowered to execute the mandate on her behalf.

38. By paragraph 6(b) and (c) of the original draft order, as soon as reasonably practicable following the completion of the process of irretrievable deletion provided for in the trial order, the IT Consultant would be required to return to Ms Okunola all log-in credentials used, destroy all record of them, and notify the providers of the Online Accounts that the Mandate Order is no longer valid.

39. The claimants make the Mandate Order Application pursuant to section 39 of the Senior Courts Act 1981, and in reliance on the judgment of Foxton J in *Lakatamia Shipping Company Ltd v Su* [2020] EWHC 865 (Comm), [2020] 1 WLR 2852. The

Mandate Application made in *Lakatamia* was for an order similar to (b) above, that is, it required the defendant to sign a mandate to be provided to his email and social media providers.

40. Foxton J observed in *Lakatamia* at [48]-[50]:

> 48. I have no doubt that I have jurisdiction to grant the Mandate Application under s.37(1) of the Senior Courts Act 1981, that such order is necessary, and that it would be just and convenient to grant such an order.
>
> 49. A number of authorities have confirmed the Court's jurisdiction under section 37(1) to order a respondent to sign mandates directing banks to disclose information to the claimants…
>
> 50. I cannot see any difference in principle between an order requiring the defendant to sign a mandate directed to his banks for the production of documents, and an order requiring a defendant to sign a mandate directed to those who provide his social media and email accounts for access."

41. Foxton J granted the order in that case, noting that in circumstances where the defendant claimed to have forgotten his passwords, it was the only means of seeking to ensure access to the documents which the judge had already held it was necessary the claimant should be able to access. The order was not directed against third parties; it required the defendant to request access to his own email and social media accounts.

42. Section 39 of the Senior Courts Act, 1981 provides,

> "1. Where the High Court or Family Court has given or made a judgment or order directing a person to execute any conveyance, contracts or other document or to endorse any negotiable instrument, then if that person,
>
> > (a) neglects or refuses to comply with the judgment or order… that court may on such terms and conditions, if any, as may be just order that the conveyance contract or other document shall be executed, or that the negotiable instrument shall be endorsed by such person as the court may nominate for that person."

43. I accept the claimants' submissions that I have jurisdiction to make the Mandate Order.

(3) The Devices Order Application

44. By paragraph 1(a) of the original draft order, the defendant would be required to attend a hearing at which she would be required there and then to hand all Devices to which she has or can obtain access to the IT Consultant.

45. By paragraph 6(a) of the original draft order, as soon as reasonably practicable, following the completion of the process of irretrievable deletion provided for in the trial order, the IT Consultant would be required to return to Ms Okunola, all Devices delivered to them at an agreed location.

46. The claimants make the Devices Order Application pursuant to subsection (1) and 5(b) of section 7 in the Civil Procedure Act, 1997 and/or CPR 25.1(1)(c) and 25.2(1). The claimants rely on two cases in which orders for handing over of devices for the purpose of deletion of unlawfully retained confidential information had been made, to demonstrate that such orders, although perhaps not routine, have been made in other cases. See *Arthur J Gallagher Services UK Ltd v Skriptchenkov* [2016] EWHC 603 (QB) at [63], and *Chief Constable v Taylor* at [67].

47. I have already set out the relevant provisions of section 7 of the Civil Procedure Act, although for this part of the application the claimants rely on section 7(5)(b) rather than (a). CPR 25.1.1(c) and 25.2.1 provide, as far as relevant,

> "25.1(1) The court may grant the following interim remedies…
>
> (c) an order –
>
> (i) for the detention, custody or preservation of relevant property.
>
> (ii) for the inspection of relevant property…
>
> (iv) for the carrying out of an experiment on or with relevant property…
>
> 25.2(1) An order for an interim remedy may be made at any time, including …

(b) after judgment has been given."

48. Again, I accept that the court has jurisdiction to make the Devices Order sought. I note (although it is not decisive) that the defendant has not contended that the court does not have *jurisdiction* pursuant to the various provisions and equitable jurisdiction relied upon by the claimants to make any of the orders sought.

(4) The Seized Devices Order Application

49. The Seized Devices Order contained in paragraph 5 of the original draft order is subsidiary to the Devices Order. It reflects the fact that the Metropolitan Police have seized a device from the defendant in the course of a criminal investigation. The claimants seek to ensure that when the criminal proceedings are at an end, the IT Consultant is able to obtain it directly, in order to undertake the irretrievable deletion process, rather than having to seek to obtain it from the defendant pursuant to the Devices Order. In correspondence, the third party has agreed to comply with any court order regarding the transfer of the device, following the conclusion of the criminal investigation and proceedings.

50. The jurisdiction relied on by the claimants is the same as for the Devices Order, and I accept hat I do have such jurisdiction.

Decision

51. Having determined that I have jurisdiction to make each of the orders sought by the claimants, the question is whether to do so. The claimants submit that I should apply the *American Cyanamid* test and, doing so, it is manifestly met. The merits test is amply satisfied, as the claimants have already succeeded at trial. That damages are not adequate has been established by the trial judgment and trial order. And the claimants submit that the balance of convenience is unarguably in favour of the claimants.

52. The claimants draw attention to the general policy that the beneficiary of a judgment order is entitled to the court's assistance with enforcing it: *North Shore Ventures Ltd v Plate* [2011] EWHC 178 (Ch) Floyd J at [17].

53. In *Lakatamia*, the injunction application was for an order requiring the defendant to identify social media and email accounts to the claimants, and an independent lawyer, to allow the independent lawyer to review and produce to the claimants all non-privileged documents emanating from those accounts. Although there are material differences, that is a similar order to the Password Order sought, which will require the defendant to identify her Online Accounts, Devices and her passwords. Foxton J applied the more stringent test applicable to obtaining search order relief in a pre-judgment context, while recognising that such an order is arguably more invasive than the order which was sought ([28]).

54. It is unnecessary to determine whether that more stringent test applies to the orders sought in this case as I have concluded, in any event, that relief would be appropriate applying the more stringent test. *A fortiori,* it follows that the *American Cyanamid* test is also met.

55. In my judgment, subject to one small proviso, it is necessary to make each of the orders sought by the claimants. The defendant has refused to comply with the trial order. This is against a background of a contempt finding and failure to comply with other orders. Hill J was satisfied that it was necessary for irretrievable deletion to be carried out, applying the methodology proposed by the claimants in Gailani 7, and nothing has changed, other than the defendant's failure to comply with the trial order.

56. Against the background described in the trial judgment and set out above it is plainly necessary for the irretrievable deletion process to be carried out by the IT Consultant having access to the Devices and Online Accounts. There is a strong judicial policy of seeking to ensure that court orders are effective, and that judgments of the courts are complied with.

57. Applying the more stringent test: first, the requirement of an extremely strong *prima facie* case is more than met, as the claimants have already succeeded at trial. Second, Hill J found the defendant's disclosure of confidential information caused serious damage and the potential for any further disclosure to cause further serious damage is obvious. Third, it is established that the defendant has confidential information. She has asserted that she has deleted some of the documents, but there is certainly no

evidence that *all* of the confidential information has been deleted. I am satisfied that even if the defendant has sought to delete some documents, that would not suffice to render them technologically irretrievable. Finally, the harm caused by the orders is not excessive or disproportionate to the legitimate objects of the order. The claimants have a right to enforce the irretrievable deletion, not only of their confidential information, but also of third parties confidential information. Although I do not underestimate the inconvenience for the defendant of temporarily being without her Devices, or the extent to which her Article 8 rights are engaged, that is, to some extent, mitigated by the offer of temporary devices while the irretrievable deletion process is undertaken. In any event, it is proportionate in the circumstances of this case.

58. I do not accept the defendant's submission that the proposed method of securing irretrievable deletion of confidential documents, in circumstances where she has already caused serious damage through disclosure in breach of confidence is unfair. The orders sought, merely seek to make effective the order that has already been made by Hill J following the trial of the action, and which the defendant ought by now to have complied with in any event.

59. The only aspect of the orders sought which, at this stage, I am not prepared to grant, is paragraph 4 of the original draft order, which provides for another person to execute the mandate, if the defendant fails to do so. The Mandate Order is itself a backup to the Password Order, and paragraph 4 of the original draft order is a yet further backup to paragraph 3(b). In my judgment, it is a step too far, at this stage, when I am only now provisionally directing the execution by the claimant of a mandate, if she fails to comply with the Password Order, to make a further order pursuant to section 39(1).

60. Accordingly, subject to that proviso, I grant the claimants' applications.

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This transcript has been approved by the Judge