



محكمة قطر الدولية
ومركز تسوية المنازعات
QATAR INTERNATIONAL COURT
AND DISPUTE RESOLUTION CENTRE

In the name of His Highness Sheikh Tamim bin Hamad Al Thani,
Emir of the State of Qatar

Neutral Citation: [2026] QIC (F) 20

IN THE QATAR FINANCIAL CENTRE
CIVIL AND COMMERCIAL COURT
FIRST INSTANCE CIRCUIT

Date: 31 May 2026

CASE NO: CTFIC0030/2025

PATRICIA JAECKLEIN

Claimant

v

SDI SPORTS LLC

Defendant

JUDGMENT

Before:

Justice James Allsop AC

Order

1. In addition to the declaration in paragraph 1 of the Order contained in the judgment issued on 22 April 2026 ([2026] QIC (F) 12) (the '**April Judgment**'), the Court declares that, by reason of the repudiation on 9 April 2025 by the Defendant of its contract with the Claimant dated 6 December 2023 (the '**2023 Contract**'), and the acceptance of such repudiation by the Claimant on or prior to 10 August 2025, clauses 14 and 15 of the 2023 Contract did not, after said acceptance by the Claimant, and do not, bind the Claimant henceforth, either on the proper construction of said clauses or by operation of law discharging any obligation of the Claimant contained in such clauses.

2. The Court orders that judgment be entered in favour of the Claimant and against the Defendant in the total sum of QAR 562,212.36, comprising:
 - i. QAR 512,212.36 in compensatory damages arising from the Defendant's repudiation of the contract; and

 - ii. QAR 50,000.00 in moral damages.

Interest shall accrue on the total judgment sum of QAR 562,212.36, calculated at the rate of 5% per annum from 10 July 2025 until payment.

3. The Court orders that the Defendant pay the Claimant's costs of the proceedings, including the costs of the Counterclaim, to be assessed by the Registrar if not agreed.

Judgment

Preliminary

1. I refer to the April Judgment and the orders made therein. The parties have provided such submissions as they wished to file in relation to the matters to which paragraph 3 of the Order referred. I have fully considered those submissions. I deal with each of the outstanding questions of relief below.

The question of whether a declaration should be made as to release of the Claimant from certain restrictive covenants.

2. The Claimant submits that, for the reasons and on the basis of the authorities to which I referred at paragraphs 216 to 221 of the April Judgment, that a declaration should be made.
3. The Defendant made no further submission on the matter.
4. There was no suggestion that the raising of the claim in the address unfairly precluded the Defendant from leading any evidence it might otherwise have led if the claim had been made earlier.
5. In these circumstances, justice is best served by the making of a declaration in the terms of paragraph 1 of the Order.

Monetary relief

Introductory comments

6. The fundamental principle of damages for breach of contract is that the wronged party is entitled to be compensated, as best as money can, for the breach of contract. That is, to put the wronged party in the position in which it would have been had the contract been performed: in other words, as if the repudiatory breach of the 2023 Contract had not occurred. This does not mean, and cannot mean in an employment context (unless an order for reinstatement is sought and made), that the employee is entitled to continue to be paid remuneration as if nothing had happened. The repudiatory breach ended the employment relationship, if not the underlying contract.
7. A broad measure of such damage as would make Ms Jaecklein whole in the above sense can be achieved by crystallising her entitlements to monetary payment had the Defendant ended the relationship when it did (9 April 2025) lawfully, by appropriate notice under clause 10.1 of the 2023 Contract. It must be recognised, however, that the Defendant did not do this. It ended the relationship by invoking clause 10.2 in a repudiatory fashion. Treating the monetary entitlements as having crystallised as if lawful notice had then

been given may largely, though depending on the circumstances perhaps not entirely fully, compensate Ms Jaecklein.

8. One further consideration that becomes relevant is the so-called rule that if, in assessing loss caused by breach of contract, that assessment involves different possible hypothesised methods of performance by the party who breached the contract, damages should be assessed on the alternative least onerous to the party in breach: see generally Beale and others (eds), *Chitty on Contracts* (35th edn, Sweet & Maxwell 2023) vol 2, 221, paragraph 30-001, and the cases cited to the Hong Kong Court of Final Appeal in *Peking University Founder Group Company Ltd v Nuoxi Capital Limited (in liquidation in the British Virgin Islands) and Ors* [2025] HKCFA 6 (**‘Peking University’**) set out at paragraph 69. That rule (if it be a separate rule) was discussed in *Durham Tees Valley Airport Ltd v BMI Baby Ltd* [2010] EWCA Civ 485; [2011] 1 All ER (Comm) 731 at paragraph 69. In *Peking University*, a party had argued that a distinction should be drawn between the situation of alternative methods of contractual performance and the situation of one contractual obligation with a discretion or choice as to how to perform it and that this distinction brought forward potentially different principles or rules. The Court of Final Appeal said the following about this submission at paragraphs 106 and 107:

[106] *The respondents’ submissions placed these two positions (alternative methods of performance, or one obligation with a discretion or choice as to how to perform) as conflicting rules or principles. Properly understood, they are not. Lord Justice Patten in Durham was pointing out, very properly, that there is a difference between having contractually expressed alternative choices of action, and a single obligation against which one had to posit how the obligation would or could have been performed had there been no breach and the term had been complied with. Where, rather than there being contractually identified alternative methods of performance, a single obligation is provided for, and some discretion or choice exists as to how it could be, or would have been, performed, a broader set of circumstances may be relevant to consider, consistent with the nature of the contract, a standard of reasonable commercial behaviour and all the circumstances. That can all be accepted and has been expressed variously by influential commercial judges: Bankes, Scrutton and Atkin LJJ in Abrahams and Anor v Herbert Reich Ltd [1922] 1 KB 477; Mustill J (as his Lordship then was) in Paula Lee Ltd v Robert Zehil and Co Ltd [1983] 2 All ER 390; Parker and Staughton LJJ in The World Navigator [1991] 2 Lloyd’s Rep 23; and Mummery LJ, Toulson LJ (as his Lordship then was) and Patten LJ in Durham Tees.*

[107] *That there was from time to time a difference in expression of the matter in these cases does not mean there are differently expressed “rules”. They are broadly all illustrations, in particular circumstances, as to how contractually compliant performance will be assessed. **Embedded with all of them is the proposition that performance that literally complies with the contract and that it is reasonable can hardly be seen as a breach of contract. ... (emphasis added)***

9. Within the boundaries of these broad compensatory principles, the Claimant is entitled to compensation from the breach of contract by reference to the terms of the contract as properly construed, set against and within the governing context of Qatari legislation.
10. With that introduction, I turn to the specific heads of relief.

End of Service Gratuity

11. There was no dispute that Ms Jaecklein was entitled to the benefit of clause 6.2.6 set out at paragraph 223 of the April Judgment assuming a termination under clause 10.1. There was also no dispute that Ms Jaecklein was entitled to 21 days of basic salary per annum for the number of years (including pro rata parts of years) that she had served. I agree that that is the proper construction of the clause in light of the inclusion of her starting date with the Defendant in 2019. The Claimant calculates her claim of QAR 94,656.87 by dividing her basic monthly salary of QAR 24,586.20 by 30 (QAR 819.54) and multiplying by 21 (QAR 17,210.34 per year of service). The Claimant had 5.5 years of service, leading to an entitlement of QAR 94,656.87.
12. The Defendant does not dispute this amount by this calculation. The sum shall be awarded together with interest from 10 July 2025.

Unused annual leave and payment in lieu of notice

13. As discussed below, these two heads of possible compensation are related. I will commence with annual leave.
14. There is a dispute about the calculation. The Claimant says that she had 20 days of annual leave carried forward from prior years. In paragraph 17 of her submissions after the April Judgment, the Claimant submitted that:

It is respectfully submitted that the amount referenced constitutes a cumulative balance carried forward, rather than an accrual corresponding solely to days worked by the Claimant in 2025.

15. The Defendant calculates 9.82 days of accrued annual leave based only on 2025 and based on one month's notice (that is, 1 January 2025 to 9 May 2025).
16. Clause 7 of the 2023 Contract provides for 28 days of vacation leave annually. Such leave is to be taken within the year in which it is earned, or forfeited, and no payment in lieu will be made. This was subject in clause 7 to the rights of Ms Jaecklein as an employee under the QFC Employment Regulations 2020 (the '**Employment Regulations**'). Under article 33 of the Employment Regulations, a minimum of 20 days of annual leave must be given and such may be accrued (article 33(1)). Importantly, article 33(4) provides that an employee is not entitled to payment in lieu of accrued annual leave "*except where [relevantly here] the Employee's employment is terminated*". Thus, both sides approached the matter on the basis that payment in lieu was available.
17. The Claimant's and the Defendant's approaches to the matter both proceed on an assumption that annual leave should be calculated by reference to the calendar year. I agree with that assumption. It better accords with the terms of clause 7 of the 2023 Contract and article 33(1) of the Employment Regulations to calculate annual leave by reference to the calendar year.
18. The Claimant claims 20 days. It is not clear how she deals with her entitlement to annual leave in 2025. One of the difficulties with the way the Claimant approaches a matter is that the evidence of unused annual leave in years prior to 2025 is sparse. The evidence is comprised of paragraph 64(iii) of Ms Jaecklein's Witness Statement, where she stated:

I had not taken the full 20 days of paid annual leave I was entitled to each year. Given the volume of ongoing projects and leadership commitments, I am entitled to compensation in lieu of unused leave days.

19. No specificity of years was given at all, whether from the period of the operation of the 2023 Contract from 1 June 2023 or from October 2019. Ms Jaecklein did not address

how many leave days (if any) she took in any year, even 2025. From the Defendant's submissions, it can be taken that there is no debate that she took no annual leave in 2025.

20. The Defendant said, in its Defence, that 5.5 days to 8 April 2025 should be allowed. I infer that this was for 2025 and based on the legitimacy of her dismissal, and hence no notice period. The Defendant, in its submissions on relief filed on 5 May 2026, calculated the claim as follows: 28-day entitlement; 128 days accrued leave to 8 May 2025 (thus including a one month of notice period); thus 9.82 days derived by the fraction of 128 days out of 365 days multiplied by 28.
21. I will use the 28-day contractual period as being the basis of the Claimant's claim (that is, not including the holidays in clauses 7.1 to 7.6).
22. I determined in the April Judgment that Ms Jaecklein was entitled to three months' notice. There is a construction issue in relation to the operation of the notice provision to which I will come. This issue is as to the rate to be paid during that notice provision. For present purposes dealing with annual leave, I will assume that the payment in the notice period should be calculated upon the full remuneration of the basic salary together with the allowances and benefits in clauses 6.2.1 to 6.2.5.
23. The entitlement of the employee to be paid money in lieu of accrued annual leave is derived from article 33(4) of the Employment Regulations. If there is accrued leave the employee is not entitled to any payment in lieu except where, relevantly, his or her employment is terminated. Such termination is assumed to be lawful.
24. There is a question, not addressed by the parties, of the relationship between payment in lieu of notice under clause 10 of the 2023 Contract and the question of payment in lieu of annual leave under clause 7 of the 2023 Contract and article 33(4) of the Employment Regulations. To the extent that the Claimant is entitled to a pro rata number of annual leave days in 2025, there is no reason, in compensatory fairness, why that annual leave could not be taken during the currency of any (here) hypothesised notice period given. Thus, if the proper notice period is three months (as I consider it to be), the employee could take annual leave during that period. Further, given the employer's obligation under article 33(2) of the Employment Regulations to "*ensure that the Employee takes annual leave ...*", the employer could require the employee to take annual leave (accrued or

otherwise) during any relevant notice period. This would be subject, of course, to the employer wanting the employee to remain at work for the full notice period. In such a case, pursuant to article 33(4) of the Employment Regulations, the Employee would be entitled to receive, at the end of his or her service, salary in lieu of taking the accrued annual leave.

25. The terms of clause 10 of the 2023 Contract are, in part, reflective of article 23 of the Employment Regulations. Under articles 23(1) and 23(2), the requisite notice must be given. Article 23(3) says “*the Employer shall pay the Employee his salary during the notice period.*” However, article 23(4) provides that article 23 does not “*prevent either party from waiving notice or from accepting a payment in lieu of notice.*” Thus, it is not for the employer to demand payment in lieu of notice. The obligation to continue to pay “*salary*” during the notice period is substantive and requires all contractual remuneration to be paid, however privately in the contract of employment it may be characterised. The QFC Employment Standards Office *Commentary on the Employment Regulations* states (in comment 2 on article 23) that even where payment in lieu of notice is agreed between the parties such does not have the effect of bringing forward the effective date of termination for the purpose of the calculation of the employee’s rights and benefits. I agree with that approach and it was broadly the approach of the parties.
26. The annual leave entitlement of the Claimant for the period from 1 January 2025 up to 9 July 2025 (that is, providing for a three month notice period) was 14.58 days (190/365 days multiplied by 28).
27. The Claimant claims a daily rate of QAR 2,015.53 for annual leave. This is slightly below the sums of the basic salary plus the allowances and subsidies in clauses 6.2.1 to 6.2.5. Calculated as a payment in lieu this would amount to QAR 29,386.43. If (assuming a termination with notice under clause 10.1) the Claimant were to have been given three months’ notice by the Defendant, there is no reason why the Claimant could not have required the Defendant to permit her to take any carried forward or accrued annual leave within that period. Indeed, if she had accrued annual leave the Defendant was obliged by article 33(2) of the Employment Regulations to have Ms Jaecklein take the leave, or, if it had required her to work in that notice period and she did so she could have claimed

payment in lieu of leave carried forward and accrued, under article 33(4) of the Employment Regulations.

28. The Claimant claims 20 days, apparently (by the terms of the submission filed after the April Judgment referred to at paragraph 14 above) solely referable to prior years. At the rate this is calculated by the Claimant, this amounts to the sum of QAR 40,310.67.
29. Again, if the Defendant had given notice of three months the employer could have permitted this period of 20 days together with the 2025 accrual of 14.58 days to be taken within the three-month period.
30. That did not occur, of course. The Defendant wrongfully repudiated the 2023 Contract. The Claimant should be compensated in the way, and pursuant to the principles, that I have mentioned. The lack of entitlement to payment in lieu of accrued annual leave both in clause 7 of the 2023 Contract and article 33(4) of the Employment Regulations is hypothesised on the full payment of salary, but for work, not annual leave. The exception to the forfeiture of annual leave not taken in the year of being earned made in article 33(4) is, relevantly, for termination. The provision is directed to a person who has been paid a salary for working, but has been terminated and is no longer working, but has accrued annual leave. In those circumstances, as a matter of fairness and justice the employee can claim payment in lieu for the accrued annual leave not taken.
31. Here, the task is to compensate the employee, Ms Jaecklein. The relationship of employment was wrongfully repudiated on 9 April 2025. The task in which the Court is engaged is the ascertainment of just compensation. That just compensation includes three months' remuneration. Assuming, as I find and discuss later, that the proper remuneration for that three-month notice is the basic salary together with the benefits identified, the question to be addressed is whether fair compensation to make the Claimant whole is to provide her with the monetary value of the accrued and of any carried forward annual leave, in addition to or together with a full payment of three months' salary.
32. The hypothesis of damages being assessed by reference to a proper and lawful termination by notice would lead to the view that the employer (here the Defendant) would have been entitled, and was perhaps obliged, to require the employee (here the Claimant) to work out her annual leave during the notice period. In these circumstances,

and bearing in mind that the relevant task is assessing compensation for the repudiatory breach of contract, there is no reason in compensatory fairness why the three months' notice and the entitlement to damages including a component representing payment in lieu of three months' notice why the current accrued or carried forward untaken annual leave could not be set off against or deducted from the payment in lieu of notice referable to the three months' notice.

33. Thus, it is far from clear that payment in lieu of annual leave carried forward from years prior to 2025 and accrued annual leave for 2025 should be given in addition to the full three months' salary to which Ms Jaecklein is entitled. True it is that Ms Jaecklein did undertake steps and tasks for the Defendant during the period after her termination. As I said in the April Judgment, she is entitled to a reasonable sum in restitution for such efforts on behalf of the Defendant done with its knowledge and, to a degree, pursuant to its request. Counsel for Ms Jaecklein now concedes that these restitutionary sums can be incorporated within the payment in lieu of three months' notice and should not be separately awarded. That said, it would be wrong to incorporate any monetary claim for unused annual leave into the sum for the payment in lieu of the three months' notice if the Claimant worked full time during those whole three months. In such circumstances she would be left in the position to which article 33(4) of the Employment Regulations directs itself: that is a fully paid employee up to the point of termination who is owed annual leave payments for untaken annual leave. However, the evidence of Ms Jaecklein's efforts on behalf of the Defendant after 9 April 2025 do not permit a conclusion that she worked for any more than 50 days, if that. That would lead to 40 days of payment equivalent to full salary (in lieu of notice) to accommodate the payment of any unused annual leave, whether carried forward or accrued. As I said earlier this is not working on the hypothesis that Ms Jaecklein would have worked that period for the Defendant, but rather assessing the just compensation for her of annual leave for 2025 of 14.58 days accrued to 9 April 2025 and any days carried forward from prior years (for which she claims 20 days).
34. In the light of these considerations, unless I could be persuaded that there are a sufficient number of proven carried forward unused annual leave days from years prior to 2025 that when added to the 14.58 days and the assumed 50 days of work undertaken by her for the Defendant after 9 April 2025 exceed 90 days, I do not think just compensation

requires any additional payment beyond the payment for three months' remuneration at the level to which I think Ms Jaecklein is entitled. No attempt was made to prove more than 20 days of carried forward unused annual leave. The available evidence does not permit a conclusion of more than 50 days of work undertaken after 9 April. Indeed 50 days is a generous estimate or assumption.

35. In paragraph 227 of the April Judgment, I expressed the view that the Claimant was entitled to three months' notice. She now claims that three months' notice at QAR 60,466 for three months totalling QAR 181,398. The Claimant accepts, as I have said above, that this covers the restitutionary claim in the manner to which I referred in paragraph 232 of the April Judgment. Thus, there is no need to deal with the restitutionary claims separately.
36. In the submissions after the April Judgment, the Defendant did not contest the entitlement to three months' notice. It does, however, submit that only the basic salary is payable for those three months. Clause 10.1(c) of the 2023 Contract requires the employer to pay the employee "*his salary*" during the notice period. The question is whether this is the basic salary only in clause 6 or the full remuneration in clause 6 including the matters set out in clauses 6.2.1 to 6.2.5. In my view, the salary to which clause 10.1(c) is referable is plainly the whole remuneration. It cannot be the case that upon giving notice and requiring the party to work they have a reduced remuneration to the basic salary. If this be correct, it makes no contractual or textual sense for payment in lieu, to be calculated at a lower rate. Thus, if notice had been given under clause 10.1 and payment in lieu had been offered it could only have been payment in lieu of the full remuneration of the basic salary together with the allowances and benefits.
37. The Claimant is entitled to be put in the position she would have been had the employer paid the three months' remuneration in lieu of notice. No argument was put on behalf of the Defendant why any one or more of the allowances in clauses 6.2.1 to 6.2.5 should be excluded. I note the sum in clause 6.2.5 is an annual sum. The monthly sum is therefore QAR 62,072.52 and the three-month sum is QAR 186,217.56. The Defendant did not suggest any net present value discount should be applied.

38. The sum of QAR 186, 217.56 will therefore be awarded with interest from 10 July 2025. This sum includes and incorporates any entitlement for restitutionary compensation for work done by Ms Jaecklein after 9 April 2025, any carried forward unused annual leave for years prior to 2025 and any accrued annual leave earned in 2025.

Severance payment clause 10.1(f)

39. I dealt with this subject matter at paragraph 229 of the April Judgment. This is properly construed (especially in light of its direct textual relationship with the End of Service Bonus in clause 6.2.6) as a separate provision from the payment in lieu of notice provision earlier in clause 10.1. It is, in substance, a severance provision. The sum to which the Claimant is entitled was based upon her employment with the SDI Group from 7 September 2011. Thus, she was entitled to payment for 12 months under the provision. In the terms of the last two sentences of clause 10.1(f) this amounted to the sum of CAN \$170,000 or the amount of the base salary at that time. The base salary was QAR 295,034.40. On any currency conversion at or around the time of termination (of which I take judicial notice) the QAR equivalent of CAN \$170,000 was far greater than the base salary in Qatari Riyals at the time of termination. By reason of exchange rate movements, the equivalent of CAN \$170,000 at or around April 2025 was over QAR 400,000.
40. Thus, a question arises as to what is Ms Jaecklein's proper compensation in this regard. I refer to the earlier discussion on the question of assessing damages by reference to alternative possibilities. Here, there would be, on the hypothesis we are making as to the relevance of clause 10.1, a choice to be made by the Defendant at its sole discretion whether to pay CAN \$170,000 (equivalent to over QAR 400,000) or the amount of the base salary of QAR 295,034.40. As the Court of Final Appeal said in Peking University in the emphasised sentence at paragraph 8 above, it is difficult to see how compensation can be criticised if made fully in terms of the contract in circumstances where such would be reasonable. There would be nothing unreasonable in the Defendant paying the full, but base, salary in Qatari Riyals. In these circumstances, a just compensation for Ms Jaecklein would be the base salary at the time she was dismissed thus, she is entitled to the sum of QAR 295,034.40. From this sum must be deducted the end of service bonus payable under clause 6.2.6 of QAR 94,656.87. Thus, the sum to be awarded is QAR 200,377.53, with interest from 10 July 2025.

NorthStar FY 24 Bonus

41. Clause 6.5 of the 2023 Contract provided for a FY24 bonus in the following terms:

*The NorthStar FY24 Bonus (June 1st 2023 – May 31st, 2024) provides the Employee the opportunity for a **bonus of up to QAR 36,424.00**. The bonus will be based on meeting and/or exceeding all objectives laid out in the FY2024 NorthStar plan. Earned bonus will be confirmed and paid out to only actively working employees (employed at SDI on May 31st of the current fiscal year) following the close of the Fiscal Year, unless otherwise stated.
(emphasis added.)*

42. The Claimant's case is that she lost the opportunity of remaining employed as at 31 May 2025 by reason of the wrongful dismissal on 9 April 2024. The Claimant submits that her performance reviews for Financial Years 2023/2024 to which I referred in paragraph 115 of the April Judgment and the evidence of Ms Harland in paragraph 23 of her witness statement can be taken as Ms Jaecklein meeting or exceeding her targets and objectives under the plan. There was little detail about the plan, but whatever it was, the evidence, in particular Ms Harland's evidence, is enough for me to infer that she met her targets up to 31 May 2024. To the extent that she was required to be in the employment of the Defendant on 31 May 2025 for eligibility for the bonus, such was denied her by the wrongful dismissal. In those circumstances, Ms Jaecklein has proved that she lost the opportunity of earning that bonus. As a loss of opportunity, the damages are not identified precisely with the terms of the contract, but rather the loss of opportunity to take advantage of that term some weeks later. As a matter of damages, a generous proportion of that sum should be awarded as compensation for the loss of opportunity of reaching the end of May. I would allow 85% of the sum of QAR 36,424 as payable for damages for the loss of the opportunity to claim that entitlement later in the year.

43. Thus, Ms Jaecklein should be awarded QAR 30,960.40 with interest to accrue from 10 July 2025.

Long-Term Incentive Plan – clause 6.6 of the 2023 Contract

44. Clause 6 of the Contract provides for a Long-Term Incentive Plan ('LTIP'). The terms of the LTIP were appended to the 2023 Contract.

45. Once again, the evidence underpinning this is less than satisfactory. In submissions after the April Judgment the Defendant indicated that in 2021 the LTIP was paid, that in 2022 it was not paid, and that the 2023 LTIP vested only if the Claimant remained in employment as at 31 May 2025.
46. In circumstances where the Claimant has been wrongfully dismissed in April 2025, she has lost the opportunity of participating in the LTIP just as she has lost the opportunity of obtaining the NorthStar bonus.
47. However, the assessment of the value of that opportunity is another matter. It is unclear whether any bonus was likely to be given. Whilst the scheme seems to be a Group or SDI scheme, the financial performance of the Defendant in the years since early 2024 had been poor. Also, accrual of rights under the plan was a choice for the board of SDI and its President (Mr Roedger).
48. In these circumstances, I am not prepared to give any value to the opportunity. That the Defendant wrongfully repudiated the agreement does not mean that the hypothesis upon which damages should be paid includes compensation for the loss of a LTIP where the circumstances of the Defendant's performance over the previous 18 months had been far from satisfactory and there was a form of discretionary choice to the SDI board. In these circumstances, I do not consider that the Claimant has proved the value of the opportunity in any real way.

Moral damages

49. In the April Judgment, I set out the principles upon which moral damages should be awarded and assessed and the evidence of Ms Jaecklein before the Court which I accept.
50. The Defendant, in its submissions on relief after the April Judgment, both in relation to moral damage and in relation to matters it said had been overlooked, emphasised a number of things. It was said that the Defendant did not act with the intention to harm the Claimant or her reputation or humiliate her or to make the circumstances of her departure public. It emphasises that it offered her employment back in Canada. It submitted that the dispute arose from a genuine concern about the compliance and commercial sustainability of the Qatar arrangement. It accepts in the submissions that

some moral damages should be awarded. They should be in the Defendant's submissions modest, proportionate, tied to proven harm, grounded in the Defendant's actual conduct and carefully separated from contractual damages.

51. In the light of the approach to moral damage and the evidence before the Court, I do not propose to repeat or gloss my conclusions as to the repudiatory and unfair conduct towards Ms Jaecklein. It legitimately caused her great personal anguish and humiliation which was visible even during the hearing. Her evidence on this matter at paragraphs 92 to 95 and 97 to 103 of her Witness Statement as set out in paragraph 242 of the April Judgment is accepted.
52. I have commented upon my view of the quality of Ms Hobbs's work in seeking to justify the termination. I do not find that it was a deliberate or dishonest attempt to pay less money to Ms Jaecklein than that to which she would have otherwise been entitled for termination with notice. There was an attempt to persuade her to come back to Canada. That was likely based on her worth as an employee. However, she legitimately and honestly felt humiliated, unfairly treated and deeply hurt by the Defendant such that she could no longer work for the Group.
53. I said in the April Judgment and I repeat: that was an understandable and reasonable course to take. She was, as I said in the April Judgment, treated unfairly and shabbily in all the circumstances. In my view, she was justified in so viewing the matter and in the feelings to and about which she gave evidence. Employment is one of the most important features of life. It often shapes personalities, life expectations and self-worth. If I may respectfully say, in Ms Jaecklein's case those matters were plainly the case.
54. The claim is far from nominal, but compensation should not be disproportionate. The Court in *Khadija Al-Marhoon v Ooredoo Group Company* [2023] QIC (A) 5 referred to at paragraphs 239 and 240 of the April Judgment laid out the principles. Taking some guidance from *Amani Amorri v QLM Services Company LLC* [2025] QIC (F) 68 referred to in paragraph 241 of the April Judgment and considering that the allegations made against her were of such seriousness as to include a species of less than honest breach of contract in knowingly working for another employer (an entirely baseless allegation) and knowingly withholding relevant matters from those to whom she reported I would award

a sum of QAR 50,000 as a balm for the way she was treated. Whilst the moral damages are a balm in the circumstances, I think it just that interest run also from 10 July 2025.

55. The award would have been far higher had the matter been publicly disseminated in any clear or substantial way. Notwithstanding there being no evidence that it was so disseminated, ultimately it can be inferred in the ordinary course of human affairs that some reputational loss will be suffered by Ms Jaecklein. Such has been taken into account in the sum.

Consequential Damages

56. The Claimant also sought in the submissions after the April Judgment the sum of QAR 544,194 for the period commencing upon the expiry of the three-month notice period in July 2025 and continuing until April 2026. She says that she felt constrained by the non-compete clauses and was unable, until the publication of the April Judgment, to set up her own firm or work in the field in which she was trained and suited. These are financial losses, and not moral damage which is non-financial in nature.
57. I accept that it was reasonably foreseeable to a person in the position of the Defendant repudiating its obligations that a person in Ms Jaecklein's position may consider herself as bound by the provisions in respect of which the Court will make the declaration. It would not be unreasonable, at least as a matter of principle, for the Court to make some awarded damage that reflected the position that the termination put her in as to her ability to undertake work in her chosen field. It would be causally linked and foreseeable on contractual principles that the wrongful dismissal could interfere with Ms Jaecklein's employability being under an apparent non-compete clause. The claim, however, was never pleaded and I have no evidence about what Ms Jaecklein has done since 9 July 2025. Evidence would be important to substantiate this claim. Another difficulty is that the claim for over QAR 500,000 is not realistic. Ms Jaecklein could have sought employment in other fields pending the resolution of her claim. No evidence was led as to what attempts she made to seek employment. If she was employed, there as no evidence of her remuneration. I have no evidence of Canadian wage levels or Ms Jaecklein's attempts to find work in fields that would not have been constrained by clauses 14 and 15 if valid. In those circumstances I am not prepared to award any sums for this claim.

Total damages

58. From the above, using the entitlements to termination with notice as the substance of the Claimant's loss the total of compensatory loss referable to the Claimant's contractual and statutory entitlements amounts to QAR 512,212.36 , together with QAR 50,000 for moral damages.

Costs and interest

59. The Defendant should pay the Claimant's costs, and unless they can be agreed they should be taxed.

60. The Claimant asks for an order that the costs should be paid contingently by the SDI Marketing Group Inc and/or Mr Roedger. I propose only to make the costs payable by the Defendant (as Defendant and Counterclaimant) to the proceedings. If the costs are not paid, a reasoned and properly founded claim for a third-party costs order, in particular in relation to the Counterclaim, will have to be advanced. The Claimant asserted a claim for such an order but did not justify it.

61. I have nominated interest to run from 10 July 2025 being from the end of the three months' notice period. It is not entirely clear when Ms Jaecklein clearly accepted the repudiatory breach of contract on 9 April 2025. It was no later than 10 August 2025 being the date of issue of her Claim Form by the Court. Her expressed unwillingness to return to the Group in Canada can be interpreted as a recognition of the reality that she would not work for the Group again. That was a practical acceptance of the position which could be interpreted as acceptance of the repudiation. In fairness in the process of assessing compensation, interest should run from 10 July 2025, not 10 August 2025. This is particularly so when the repudiation on 9 April 2025 ended the relationship of employment, even if formal acceptance of this contractual breach may not have been accepted until some later point of time. It is just that the accrual should commence from the end of the notice period.

Matters said to have been overlooked: paragraph 3(iv) of the Order of the April Judgment

62. The Defendant put submissions under the rubric of paragraph 3(iv) of the Order in the April Judgment as to the organisational structure, family nature and modest nature or size of the Group as well as to the Group's desire to retain Ms Jaecklein. None of those matters were properly encompassed by the leave in that paragraph of the Order. They were in substance an attempt to reargue the case by further evidence from the assertion in submissions. Nevertheless, I have considered them and would not change any of my views or findings.
63. Central to the case was the gross unfairness of attributing to Ms Jaecklein the responsibility of advising on United States' and Canadian taxation and immigration matters. Whether she was in a large corporation (which I did not assume) or a modest commercial undertaking (which I did assume) there would not have been and were not any grounds for such attribution of responsibilities to Ms Jaecklein.

By the Court,



[signed]

Justice James Allsop AC

Representation

The Claimant was represented by International Law Chambers LLC (Doha, Qatar).

The Defendant was self- represented.