

# JING LAW FIRM

## Case Summary Example

© Dr Jing (William) Guo, qualified Dutch lawyer (*advocaat*) and founder of Jing Law Firm<sup>1</sup>

This Case Summary Example illustrates how you can use the Template Case Summary Table developed by Dr Jing (William) Guo<sup>2</sup> to summarise your case clearly and concisely in chronological order for an intake meeting with a lawyer. This example is for illustrative purposes only. All names, addresses and entities mentioned are fictional and do not correspond to real-world individuals or organisations. For more guidance on preparing for an intake meeting, watch Dr Guo's video at <https://youtu.be/zZum5-HjJU0?si=DScuWyNMLSgErydd> or read his blog at <https://eng.jinglawfirm.nl/intake/>.

### I. Parties

Name	Address	Remarks / Other Relevant Information
John Smith	ABC-sstraat, 0000 AB Amsterdam	This is my name and address.
Best Bike B.V.	XYZ-laan, 9999 YZ Amsterdam	This is my former employer. It is a large company that sells bicycles, including electric models. They have branches in about 30 cities in the Netherlands. I worked in the marketing department at the head office.

### II. Essence<sup>3</sup>

My former employer claims that I have breached the non-compete clause in my employment agreement by joining another company. As a result, they are demanding that I terminate my new employment and pay a penalty. However, I believe I have not violated the clause, as the two companies operate in different markets.

### III. Key Facts in Chronological Order

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<sup>1</sup> Dr William Guo is a qualified Dutch lawyer (*advocaat*) and the founder of Jing Law Firm. He holds a Ph.D. from the University of Amsterdam, a Magister Juris (Master of Laws) from the University of Oxford and an LL.B. and LL.M. from Leiden University. His key areas of practice include Dutch employment law, contract law, corporate law and criminal law. To learn more about Dr Guo, visit: <https://eng.jinglawfirm.nl/about/>.

<sup>2</sup> The Template Case Summary Table can be downloaded at <https://eng.jinglawfirm.nl/wp-content/uploads/2025/03/Template-Case-Summary-Table.docx>.

<sup>3</sup> The facts of this fictional case are not too complex, so a summary in this section is not strictly necessary. However, one is included here for illustration purposes. If your case is more complex and the key facts table in section III is quite lengthy, it is advisable to provide a brief summary of the main aspects in this section.

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No.	Date	Event Description	Evidence / Documents	Remarks
1.	15 December 2019	I signed an employment agreement for a fixed term of one year with Best Bike B.V., effective from 1 January 2020.	Employment agreement.	1. My job title was Deputy Manager in the Marketing Department. 2. There is a non-compete clause in my employment agreement.
2.	30 October 2020	The HR manager sent me an e-mail confirming that my employment agreement would be extended for another year.	HR manager's e-mail dated 30 October 2020.	
3.	15 November 2021	The HR manager sent me an e-mail confirming that from 1 January 2022: 1. my employment agreement would become one for an indefinite period of time; 2. I would be promoted to Manager of the Marketing Department; and 3. all the other conditions of my employment agreement would remain unchanged.	HR manager's e-mail dated 15 November 2021.	
4.	20 November 2024	I submitted a resignation letter to Best Bike, effective from 1 January 2025.	My resignation letter dated 20 November 2024.	
5.	1 January 2025	I started working for another company Best Hoverboard B.V.	My employment agreement with this company signed by both parties on 15 November 2024.	Best Hoverboard B.V. is a large company that sells hoverboards. It has branches in about 20 cities in the Netherlands. My job position is Deputy Marketing Manager.
6.	1 February 2025	Best Bike's lawyer sent me a letter, stating that I have violated the non-compete	Letter of Best Bike's lawyer dated 1 February 2025.	

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No.	Date	Event Description	Evidence / Documents	Remarks
		clause in my employment agreement and demanding that I stop working for Best Hoverboard B.V. immediately.		
7.	4 February 2025	I replied to Best Bike's lawyer, explaining that I did not violate the non-compete clause and stating that I would not stop working for Best Hoverboard B.V.	My e-mail of 4 February 2025.	
8.	15 February 2025	Best Bike's lawyer replied to my e-mail, insisting that I have violated the non-compete clause and claiming a penalty.	E-mail of Best Bike's lawyer dated 15 February 2025.	

## IV. My Position and Desired Outcome

No.	Position / Desired Outcome	Reasons / Considerations
1.	I have not violated the non-compete clause.	Hoverboards and (electric) bicycles are different products. Hoverboards are primarily used for recreation and leisure; they are not serious modes of transportation like (electric) bicycles. Best Hoverboard B.V. is not a competitor to Best Bike B.V.
2.	The penalty is too high. If I were found to be in breach of the non-compete clause, I would seek a reduction in the penalty amount.	My gross monthly wage at Best Bike was only € 7,500, but according to the penalty clause in my employment agreement, I have to pay a penalty of € 30,000 for each violation of the penalty clause and an additional € 500 per day for continued breach. Such a penalty is disproportionate and unfair.