

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

BROWN & BROWN, INC., ET AL.,

Plaintiffs,

v.

HOWDEN US SERVICES, LLC, ET AL.,

Defendants.

CIVIL ACTION NO. 2584-CV-03548

CONSENTED-TO TEMPORARY RESTRAINING

~~**AMENDED PROPOSED ORDER**~~

ORDER PENDING EVIDENTIARY HEARING ON P.I.

After considering Plaintiffs' Motion for a Temporary Restraining Order and Preliminary

Injunction, the Court finds and rules that Plaintiffs have demonstrated a substantial likelihood of prevailing on the merits of their claims and that irreparable harm will result unless the following Order is entered. Therefore, in accordance with Mass. R. Civ. P. 65, all Defendants and their officers, agents, servants, employees, and attorneys, and all persons in active concert or participation with them, are hereby **ORDERED** until further order of this Court, as follows:

1. The Individual Defendants are **ENJOINED** from directly or indirectly soliciting, hiring, engaging, or seeking to induce any of Plaintiffs' employees to terminate such employees' employment with Plaintiffs to work for Howden. This includes by identifying, providing information concerning, or recommending to Howden any employees of any of the Plaintiffs.

2. The Individual Defendants are **ENJOINED** from directly or indirectly soliciting, accepting, taking away, proposing, selling, ~~servicing~~, or diverting any customer or client account that the Individual Defendants either were involved in proposing, selling, providing, or servicing

Notice Sent
12/30/25

any insurance products or services to, or about whom they received any Confidential Information (as defined in the Individual Defendants' respective agreements) during the last 24 months of their employment with Plaintiffs. The Individual Defendants are further **ENJOINED** from interfering with, or taking any action intended to, or which reasonably may be expected to, cause any customer or client account (as described above) to cease, reduce or refrain from transacting business with Plaintiffs or their affiliates.

Individual Defendants may service clients who have signed a Broker of Record letter as of 5:00pm, Dec. 29, 2025.

3. The Individual Defendants are **ENJOINED** from using, copying, downloading, or disclosing Plaintiffs Confidential Information (as defined in the Individual Defendants' respective agreements).

4. The Individual Defendants are **ORDERED** to return, within seven days of entry of this Order, all copies of: (a) any documents in the Individual Defendants' possession, custody, or control after they left Plaintiffs' employ that contain Plaintiffs' Confidential Information, including any document that contains Plaintiffs' client, financial, or employee information; and (b) any document that was printed, emailed, or downloaded from, or contains information that was printed, emailed, or downloaded from, Plaintiffs' systems or databases, or that was shipped from Plaintiffs' offices, or that was emailed from Plaintiffs' email systems to an external email address, and that the Individual Defendants still have in their possession, custody, or control.

~~5. Individual Defendants are **ENJOINED** from using in any way the cellular phones that Plaintiffs issued to them (regardless of whether the phone number and/or possession of the phone has been "migrated" to their personal possession) to in any way conduct business on their own personal behalf or on behalf of Howden or any third party.~~

6. Individual Defendants are **ORDERED** to immediately return, within seven days of entry of this Order, all company devices remaining in their possession custody and control,

including returning the cellular phones that Plaintiffs issued to them during their employment (regardless of whether the phone number and/or possession of the phone has been "migrated" to their personal possession) to Plaintiffs, without destruction or tampering, along with the passcode to the Plaintiff-issued cell phones.

7. Defendant Howden US Services, LLC ("Howden") is **ENJOINED** from directly or indirectly soliciting, hiring, engaging in, or seeking to induce any of Plaintiffs' employees to terminate such employees' employment with Plaintiffs to work for Howden.

8. Howden is **ENJOINED** from directly or indirectly, including using any current or former employee of Plaintiffs, soliciting, accepting, taking away, proposing, selling, ~~servicing~~, or DS-C diverting any customer or client account of Plaintiffs that: (a) the Individual Defendants were either involved in proposing, selling, providing, or servicing any insurance products or services to at Plaintiffs, or about whom they received any Confidential Information (as defined in the Individual Defendants' respective agreements) during the last 24 months of their employment with Plaintiffs; or (b) about which Howden obtained Plaintiffs' Confidential Information from any Plaintiff employee. Howden is further **ENJOINED** from interfering with, or taking any action intended to, or which reasonably may be expected to, cause any customer or client account with whom the Individual Defendants formerly worked with at Plaintiffs during the last 24 months of their employment, or about which Howden obtained Confidential Information from any Plaintiff employee, to cease, reduce, or refrain from transacting business with Plaintiffs or their affiliates.

9. Howden is **ENJOINED** from using, copying, downloading, or disclosing any of Plaintiffs' Confidential Information (as defined in the employment agreements of the Individual Defendants).

Howden may service clients who have signed a Broker of Record letter as of 5:00 p.m., Dec. 29, 2025. DS

10. Howden is **ORDERED** to return, within seven days of entry of this Order, all copies of: (a) any Confidential Information of Plaintiffs received from any of the Individual Defendants or any other former employees hired by Howden on or after December 18, 2025; (b) documents in Howden's possession, custody, or control received from any of the Individual Defendants that contain Plaintiffs' Confidential Information, including any document that contains Plaintiffs' client, financial, or employee information; or (c) any document that was printed, emailed, or downloaded from, or contains information that was printed, emailed, or downloaded from, Plaintiffs' systems or databases, or that was shipped from Plaintiffs' offices, or that was emailed from Plaintiffs' email systems to an external email address, and that is in Howden's possession, custody or control.

11. Each Defendant is **ENJOINED** from engaging in any conduct to circumvent the restrictions set forth in this Order, whether by having other Defendants (or any other person or entity) perform the services that a particular Defendant is prohibited from engaging in or otherwise.

12. With seven days of the entry of this Order, Defendants are **ORDERED** to agree with counsel for Plaintiffs on a non-party neutral forensic vendor to forensically image and analyze: (1) all personal devices and accounts of the Individual Defendants and any Howden device or account used by any of the Individual Defendants to communicate with any current or former Brown employee regarding the solicitation or hiring of Brown employees, used for or to discuss the solicitation of Brown customers, or which contain or were used to communicate regarding Brown employee, customer, financial, or other non-public business information; and (2) any devices used by a Howden employee, within the last 90 days, to communicate with any Brown employee regarding the solicitation or hiring of Brown employees, used for or to discuss the solicitation of Brown customers, or which contain or were used to communicate regarding Brown

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employee, customer, financial, or other non-public business information. The Parties shall meet and confer on a protocol to forensically investigate such accounts for relevant evidence and to accomplish the return and remediation (that is, permanently removing the documents from Defendants' possession) of Brown documents and information in Defendants' possession, custody, and control, with Defendants bearing the cost of such forensic imaging, investigation and remediation, including Plaintiffs' reasonable attorneys' fees.

13. Defendants shall preserve all documents, electronically stored information, and other information relevant to the factual allegations and claims contained within the Verified Complaint, Plaintiffs' TRO motion (and documents submitted in support thereof), including any communications, text messages, or emails on personal electronic devices, such as cellular telephones, or stored in email or other cloud-storage accounts, by and between Defendants and between Defendants and any Plaintiff employee, client, prospective client, or that are relevant to the allegations in the Verified Complaint and Plaintiffs' TRO motion. Defendants shall disable any "disappearing messages" or similar auto-delete function with regard to relevant messages.

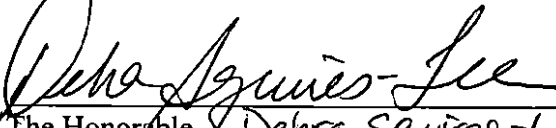
Dr This order is without prejudice to any future spoliation motion
14. For purposes of this Order, "Individual Defendant" means any defendant in this action who is a natural person.

15. It is further **ORDERED** that Plaintiffs shall effect personal delivery of a copy of this order and supporting papers, by email to Defendants' counsel, on or before _____ o'clock in the [morning / afternoon] on _____, 2025, which shall be deemed good and sufficient service thereof.

16. A bond of zero is required at this time.

All parties having appeared by counsel, Order will be docketed in Ordinary Cause. Dr

It is so ORDERED.


The Honorable Debra Squires-Lee
Superior Court Department of Trial Court,
Suffolk County

Dated: December 29, 2025

5:00 pm

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No expenation
pending further order
of the Court.