

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK,

SUPERIOR COURT DEPARTMENT  
OF THE TRIAL COURT

25 - 3548 F

BROWN & BROWN, INC., HAYS  
COMPANIES, INC., BROWN & BROWN  
INSURANCE SERVICES, INC.

PLAINTIFFS,

v.

HOWDEN US SERVICES, LLC.,  
DONALD MCGOWAN, ERIC KASEN,  
LEONARD BURNHAM, SHANE  
MCGOWAN, THERSEA COLETTA,  
NOAH LIPMAN, JUSTIN KESNER,  
JOHN FLAHERTY, TINA HOUSMAN,  
MYA LANASA, REBECCA DEPERRY,  
JULIE REDMOND, RAYMOND FILLIS,  
MATTHEW FAGER, MICHEAL  
MCDONOUGH, AMELIA GEORGE,  
CAMERON DELFINO, ARTHUR  
CROTEAU, DRO KANAYAN, GRIFFIN  
ROGERS, DIANE EWING, MATTHEW  
MCDERMOTT, JULIANA ABRANTES,  
LYNNE AHEARN, DERRICK LOUD,  
TIMOTHY ORCUTT, SARAH  
KANTORSKI, MARGARET HERLIHY,  
and, MARCIA THOMAS,

DEFENDANTS.

CIVIL ACTION NO.

SUFFOLK SUPERIOR COURT  
CIVIL CLERK'S OFFICE  
2025 DEC 22 P 2:49  
JOHN P. GRIFFIN

**PLAINTIFFS' VERIFIED COMPLAINT**

1. This case is about one of the most enormous, calculated and predatory schemes of trade secret theft, contractual breaches, breach of fiduciary duty, tortious interference, and unfair competition the brokerage industry has ever seen. The Individual Defendants, seeking to dismantle the Plaintiffs from the inside out with the assistance of their new employer, Howden US Services,

LLC (“Howden”) orchestrated a secret, simultaneous, no-advance notice, mass employee raid of approximately 200 employees from offices across the country and immediately embarked on a campaign to steal Plaintiffs’ customers, using the weekend, Hannukah, and Christmas holiday to inflict maximum competitive harm and to make it as difficult as possible for Plaintiffs to obtain judicial relief before the Defendants complete their sabotage.

2. Specifically, in Massachusetts, Profit Center Leaders, Eric Kasen and Justin Kesner coordinated the raid with the help of key leaders working under them. John Flaherty and Leonard “Joe” Burnham admitted to one prospective employee that Don McGowan, the Regional Northeast leader for Brown & Brown to whom Kasen and Kesner reported, was “orchestrating” the raid. The conspirators executed their plan during the holiday season to cause maximum disruption to Brown & Brown and to try to prevent Brown & Brown from quickly seeking injunctive relief from this Court. They coordinated their plan with Howden while still working for Brown & Brown to present mass offers to their teams and, on information belief, provided skillset information to Howden (so it could target top performers) and compensation information to Howden (so it could structure offers at above the targeted employees’ current compensation). Remarkably, Howden never interviewed some and, on information and belief, most of the employees to whom it made offers. Moreover, Howden and the former Brown & Brown leaders orchestrating this raid pressured their subordinates to join them at Howden. One Brown & Brown employee (who ultimately balked at the illegal scheme and refused to join Howden) was presented with a job offer from Howden and then was told she needed to sign the offer within a matter of hours of having received it or else the offer would be withdrawn.

3. Since December 18, 2025, just days before Christmas, approximately 200 employees of Plaintiffs have resigned their employment to join Howden, and by their own

admission, the Defendants in this action are now quite literally racing to transfer the business of as many of Plaintiffs customers to Howden as possible, all while trying to cover their tracks through mass deleting thousands of emails and migrating Plaintiffs' data to their personal devices.

4. Indeed, the Individual Defendants who defected from Plaintiffs' office in Dedham (the "Dedham Office") are referring to themselves as the "Seal Team 6" and Eric Kasen – one of the ring leaders of this rogue group – has instructed the group on Thursday, December 18 to "dig in" and "focus focus focus" on Broker of Record transfers ("BORs") "tomorrow Saturday and Sunday" – before Plaintiffs can get to Court. Kasen's comments are here:

Eric (Brown & Brown) Kasen  
Seal team 6 Monday get together  
and focus on BOR submission not  
the meeting come for a hot minute  
then get together work I leave the  
planning to you

Tina do you have the benefits and  
personal lines folks on that chain?  
Add me as well 6:22 PM

Eric (Brown & Brown) Kasen  
If asked "I'm not comfortable  
telling you the name of my new  
employer" 6:40 PM

Everyone check your email you will have a message from Howden HR that you will need to respond to:

Good evening,

Please confirm with that your resignation has been tendered to your current employer, and you have chosen a start date of December 19, 2025. If there are any changes to your start date, please let us know what it should be moved to.

Confirm your full legal name for identification purposes:  
Have you tendered your resignation with your current employer? Confirm Yes/No:  
If there are any changes to your start date, please confirm your revised start date:

6:42PM

Eric (Brown & Brown) Kasen  
Didn't take  
Them long they are calling me  
from the highest levels let's dig in  
focus focus focus

6:51PM

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Eric (Brown & Brown) Kasen  
Yay!! BORs tomorrow Saturday and Sunday

Anyone works over the weekend to get BORs im going to handsomely reward infigure we have until Tuesday maybe Wednesday

8:36PM

But it could be Monday !!! Let's Go!!! Best team in the industry!

8:36PM

5. A "Broker of Record" letter is a letter signed by the insured/customer which informs an insurance carrier that the retail broker referenced in the letter should be recognized by the carrier as the broker authorized to place the specified types of insurance policies for that

customer. When a competing broker wants to secure a new customer, the competing broker will ask the customer to sign a "BOR" which effectively replaces the incumbent broker and entitles the competing broker to take over that business and receive the commissions from the carrier for any insurance policies issued by that carrier to the customer.

6. Kasen's comments were directed to approximately 20 former employees of Plaintiffs who range from individuals in leadership positions all the way down to more junior employees, and the comments were made at a time when certain of the Individual Defendants to this action still worked for Plaintiffs, yet were being pressured to not only resign their employment and begin working immediately for Howden, but also immediately pressure their customers to transfer their business away from Plaintiffs and to Howden.

7. To incentivize disloyal employees to immediately take as many of Plaintiffs' customers as possible, Kasen instructed, "Anyone who works over the weekend to get BORs im [sic] going to handsomely reward."

8. And most tellingly, Kasen and the other members of the so-called "Seal Team 6" demonstrated that they know full well that their actions are unlawful and are likely to be enjoined through this proceeding. That is exactly why Kasen wrote that he figured that Seal Team 6 has "until Tuesday maybe Wednesday . . . But it could be Monday" to secure BORs before having to face the consequences of their actions.

9. The Defendants in this action share nothing in common with the highly trained and elite, best-of-the-best servicemembers in the United States Navy, save for the Defendants' attempt at a raid under the cover of darkness. The Defendants here have instead embarked upon a brazenly unlawful scheme and conspiracy to attempt to decimate Plaintiffs' workforce and compete unfairly.

10. Even at this preliminary stage of this proceeding, Plaintiffs have gathered evidence which directly demonstrates the lengths that Defendants have gone in to attempt to inflict injury on Plaintiffs.

11. As detailed more below:

- **Defendants resigned in lockstep from Plaintiffs' offices across the country.** Starting on December 18 and continuing to present, approximately 200 of Plaintiffs employees have resigned effective immediately and without prior notice only to accept employment with Howden and begin work on its behalf immediately. These coordinated resignations occurred across Plaintiffs Massachusetts offices, as well as at least in Plaintiffs offices in Minnesota, Kansas, Wisconsin and Illinois and represent the culmination of an illegal scheme by Howden and certain Brown and Brown leaders that has been in place for weeks or even months.
- **Defendants intentionally engaged in deception to conceal their unlawful conduct.** Plaintiffs initial review of the electronic devices and email accounts from the Individual Defendants indicates that multiple former employees have deleted emails *en masse* from their company-issued email accounts, including Don McGowan, who deleted emails from his company account on a mass-scale, Eric Kasen, who deleted approximately 6,000 emails from October 2025 to present and Matt Legere, who deleted most of the emails from his company email account as well.
- **Defendants conspired to retain Plaintiffs' electronic devices on a widespread basis.** After using company owned phones and numbers, in many cases for years, scores of individuals who have now resigned from Plaintiff to work for Howden engaged in a premeditated and organized campaign to migrate cellular telephones and numbers from Plaintiffs' possession to their own personal possession. These actions to take personal ownership of these electronic devices came at a time when the organized departure from Plaintiffs was underway and at a time when the Individual Defendants were in breach of their fiduciary and other duties owed to Plaintiffs. Thus, scores of individuals that took personal possession of Plaintiffs cellular telephones did so wrongfully and are now in wrongful possession of Plaintiffs' property, and by extension, its confidential and trade secret information.
- **Defendants are actively soliciting Plaintiffs' customers and have successfully transferred business away from Plaintiffs.** Plaintiffs have already uncovered direct evidence demonstrating that Defendants are now actively and unabashedly soliciting Plaintiffs customers to move their business to Howden. Indeed, beyond the instructions by one of the ring leaders of the so-called "Seal Team 6," Plaintiffs have received misdirected customer emails evidencing that Defendants have solicited and moved customer business from Brown & Brown to Howden in just the couple of days since resigning from Plaintiffs. In multiple instances, Plaintiffs

have also already received a BOR letter from a customer that the Individual Defendants formerly serviced, appointing Howden as its broker of record.

12. An injunction is imperative to halt the misuse and further dissemination of Plaintiffs' confidential and trade secret information, ensure its prompt return, mitigate the harm already inflicted by Defendants, and stop the ongoing unlawful solicitation of Plaintiffs' employees and customer.

13. Despite what any Defendant, including Howden, may say to this Court, the direct evidence that Plaintiffs have already obtained shows that no Defendant, including Howden, has any intention of abiding by the contractual and other legal duties that are owed to Plaintiffs. Instead, Defendants are encouraging and financially incentivizing their co-conspirators to solicit Plaintiffs customers and move their business to Howden by any means necessary and as quickly as possible, all while Plaintiffs scramble to obtain relief from the Court and also engage in mass-scale customer and employee retention efforts of their own to mitigate the chaos and damage that Defendants intentionally caused and from which Defendants are trying to benefit.

14. Defendants have all-but admitted that they know that an injunction will be entered, which is exactly why they are encouraging—and promising to reward—each other to race to secure BORs before Monday, Tuesday or Wednesday of this week.

15. While Howden attempts to hide behind its "Dos" and "Don'ts" document attached to the offer letters it provided Plaintiffs' employees, as the recovered WhatsApp messages—all of which have been presented to the Court in support of Plaintiffs' request for immediate injunctive relief—show those outward attempts to appear interested in honoring contractual and other commitments are complete farce and façade. Howden actively employed Plaintiffs' top leaders to act as double agents to coordinate the raid and pressure their employees to join Howden to leave in clear violation of their contractual and fiduciary obligations. Similarly, Howden's purported

instruction to the employees of Plaintiffs' it targeted was also farce. Indeed, the recovered WhatsApp messages show that Plaintiffs' key leaders coordinated an immediate attempt to steal as many of Plaintiffs customers as possible and Howden was directly incentivizing them to do so by telling them they would be "handsomely rewarded." Moreover, Howden and the Individual Defendants could not undertake this mass customer solicitation campaign without having stolen large amounts of customer information to assist in that effort.

### **PARTIES**

16. Plaintiff Brown & Brown, Inc. is a Florida corporation.
17. Plaintiff Hays Companies, Inc. is a Florida corporation.<sup>1</sup>
18. Plaintiff Brown & Brown Insurance Services, Inc. is a Florida corporation.<sup>2</sup>
19. Brown & Brown Insurance Services, Inc. and Hays Companies, Inc. are both subsidiaries of the parent company, Brown & Brown, Inc., a publicly trade company (NYSE: BRO).
20. Defendant Howden US Services, LLC is a Delaware limited liability company, formed on March 12, 2025.
21. Individual Defendant Donald McGowan ("D. McGowan") is the former Regional President and resides, upon information and belief, in Locania, New Hampshire. On May 16, 2016, D. McGowan entered into an Executive Employment Agreement with Brown & Brown, Inc. A true and correct copy of McGowan's Executive Employment Agreement is attached as Exhibit 1.
22. Individual Defendant Eric Kasen is a former Profit Center Leader of Brown & Brown's Dedham Massachusetts, location and resides, upon information and belief, in Marshfield,

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<sup>1</sup> Hays Companies, Inc. obtained the assets of The Hays Group, Inc.

<sup>2</sup> Brown & Brown of Massachusetts, LLC, as referenced in the agreements described below, merged into Brown & Brown Insurance Services, Inc.



Massachusetts. On January 5, 2017, Kasen entered into a Confidentiality and Non-Solicitation Agreement with the Hays Group, Inc. A true and correct copy of Kasen's Confidentiality and Non-Solicitation Agreement is attached as Exhibit 2.

23. Individual Defendant Leonard "Joe" Burnham is a former SVP, Property and Casualty Sales Leader and resides, upon information and belief, in Marshfield, Massachusetts. Burnham reported to John Flaherty. On June 1, 2015, Burnham entered into an Employment Agreement with Brown & Brown of Massachusetts, LLC. A true and correct copy of Burnham's Employment Agreement is attached as Exhibit 3.

24. Individual Defendant Shane McGowan ("S. McGowan") is a former Business Development Consultant and resides, upon information and belief, in Bedford, Massachusetts. S. McGowan reported to Michael Cully, who in turn, reported to John Flaherty. On June 17, 2019, S. McGowan entered into an Employment Agreement with Brown & Brown of Massachusetts, LLC. A true and correct copy of S. McGowan's Employment Agreement is attached as Exhibit 4.

25. Individual Defendant Thersea Coletta is a former Executive Assistant and resides, upon information and belief, in Norfolk, Massachusetts. On February 14, 2011, Coletta entered into an Employment Agreement with Brown & Brown of Massachusetts, LLC. A true and correct copy of Coletta's Employment Agreement is attached as Exhibit 5.

26. Individual Defendant Noah Lipman is a former AVP, Senior Benefits Client Consultant and resides, upon information and belief, in Boston Massachusetts. On March 1, 2021, Lipman entered into an Employment Agreement with Brown & Brown of Massachusetts, LLC. A true and correct copy of Lipman's Employment Agreement is attached as Exhibit 6.

27. Individual Defendant Justin Kesner is a former Profit Center Leader of Brown & Brown's Quincy Massachusetts location and resides, upon information and belief, in Milton

Massachusetts. On August 14, 2020, Kesner entered an Employment Agreement with Brown & Brown of Massachusetts, LLC. A true and correct copy of Kesner's Employment Agreement is attached as Exhibit 7.

28. Individual Defendant John Flaherty is a former EVP, Sales and resides, upon information and belief, in Cohasset Massachusetts. On September 1, 2021, Flaherty entered into an Employment Agreement with Brown & Brown of Massachusetts, LLC. A true and correct copy of Flaherty's Employment Agreement is attached as Exhibit 8.

29. Individual Defendant Tina Housman is a former VP – Marketing Technical and resides, upon information and belief, in Wrentham Massachusetts. On January 12, 2017, Housman entered a Confidentiality and Non-Solicitation Agreement with the Hays Group, Inc. A true and correct copy of Housman's Confidentiality and Non-Solicitation Agreement is attached as Exhibit 9.

30. Individual Defendant Mya Lanasa is a former Marketing – Technical and resides, upon information and belief, resides in Wilmington Massachusetts. Lanasa reported to Moira Crosby, Technical Assistant Team Lead, who, in turn, reported to Housman. On May 31, 2022, Lanasa entered into an Employment Agreement with Hays Companies, Inc. A true and correct copy of Lanasa's Employment Agreement is attached as Exhibit 10.

31. Individual Defendant Rebecca Deperry is a former Vice President, Commercial Lines and resides, upon information and belief, in Hampden Massachusetts. On November 1, 2018, Deperry entered into an Employment Agreement with Brown & Brown of Massachusetts, LLC. A true and correct copy of Deperry's Employment Agreement is attached as Exhibit 11.

32. Individual Defendant Julie Redmond is a former SVP, Sr. Benefits Consultant and resides, upon information and belief, in Bartlett New Hampshire. On January 9, 2017, Redmond

executed a Confidentiality and Non-Solicitation Agreement with The Hays Group, Inc. A true and correct copy of Redmond's Confidentiality and Non-Solicitation Agreement is attached as Exhibit 12.

33. Individual Defendant Matthew Fager is a former Producer/Sales Executive and resides, upon information and belief, in Stoneham Massachusetts. Fager reported to Kesner. On August 1, 2020, Fager entered into an Employment Agreement with Brown & Brown of Massachusetts, LLC. A true and correct copy of Fager's Employment Agreement is attached as Exhibit 13.

34. Individual Defendant Micheal McDonough is a former Commercial Lines Team Leader and resides, upon information and belief, in Norfolk Massachusetts. On March 23, 2020, McDonough entered into an Employment Agreement with Brown & Brown of Massachusetts, LLC. A true and correct copy of McDonough's Employment Agreement is attached as Exhibit 14.

35. Individual Defendant Amelia George is a former Senior Employee Benefits Consultant and resides, upon information and belief, in West Roxbury Massachusetts. On February 6, 2023, George entered into an Employment Agreement with Hays Companies, Inc. A true and correct copy of George's Employment Agreement is attached as Exhibit 15.

36. Individual Defendant Cameron Delfino is a former Branding & Communications Specialist and resides, upon information and belief, in Quincy Massachusetts. Delfino reported to Griffin Rogers, who, in turn, reported to Flaherty. On July 21, 2024, Delfino entered into an Employment Agreement with Brown & Brown Insurances Services, Inc. A true and correct copy of Delfino's Employment Agreement is attached as Exhibit 16.

37. Individual Defendant Arthur Croteau is a former Executive Vice President and resides, upon information and belief, in Cumberland Maine. Croteau reported to Flaherty. On

January 19, 2017, Croteau executed a Confidentiality and Non-Solicitation Agreement with The Hays Group, Inc. A true and correct copy of Croteau's Confidentiality and Non-Solicitation Agreement is attached as Exhibit 17.

38. Individual Defendant Dro Kanayan is a former Assistant Vice President and resides, upon information and belief, in North Andover Massachusetts. On June 6, 2018 Kanayan entered into a Confidentiality and Non-Solicitation Agreement with The Hays Group, Inc. A true and correct copy of Kanayan's Confidentiality and Non-Solicitation Agreement is attached as Exhibit 18.

39. Individual Defendant Griffin Rogers is a former Assistant Vice President, Marketing & Sales and resides, upon information and belief, in Bridgewater Massachusetts. Rogers reported to John Flaherty. On August 2, 2021, Rogers entered into an Employment Agreement with Brown & Brown of Massachusetts, LLC. A true and correct copy of Rogers's Employment Agreement is attached as Exhibit 19.

40. Individual Defendant Diane Ewing is a former Senior Account Executive and resides, upon information and belief, in Hillsborough, New Hampshire. On January 24, 2017, Ewing entered into a Confidentiality and Non-Solicitation Agreement with the Hays Group, Inc. A true and correct copy of Ewing's Confidentiality and Non-Solicitation Agreement is attached as Exhibit 20.

41. Individual Defendant Matthew McDermott is a former Risk Control Consultant and resides, upon information and belief in Gardner Massachusetts. On April 19, 2021, McDermott entered into an Employment Agreement with Brown & Brown of Massachusetts, LLC. A true and correct copy of McDermott's Employment Agreement is attached as Exhibit 21.

42. Individual Defendant Juliana Abrantes is a former Personal Lines Producer and resides, upon information and belief in Holliston Massachusetts. Abrantes reported to Burnham. On August 1, 2023, Abrantes entered into an Employment Agreement with Brown & Brown of Massachusetts, LLC. A true and correct copy of Abrantes's Employment Agreement is attached as Exhibit 22.

43. Individual Defendant Lynne Ahearn is a former All Lines Producer and resides, upon information and belief in Arlington Massachusetts. Ahearn reported to Flaherty. On January 9, 2017, Ahearn entered into a Confidentiality and Non-Solicitation Agreement with the Hays Group, Inc. A true and correct copy of Ahearn's Confidentiality and Non-Solicitation Agreement is attached as Exhibit 23.

44. Individual Defendant Derrick Loud is a former All Lines Produce and resides, upon information and belief in Raynham Massachusetts. Loud reported to Flaherty. On January 9, 2017, Loud entered into a Confidentiality and Non-Solicitation Agreement with the Hays Group, Inc. A true and correct copy of Loud's Confidentiality and Non-Solicitation Agreement is attached as Exhibit 24.

45. Individual Defendant Timothy Orcutt is a former Senior Vice President and resides, upon information and belief in Arlington Massachusetts. On January 10, 2017, Orcutt entered into a Confidentiality and Non-Solicitation Agreement with the Hays Group, Inc. A true and correct copy of Orcutt's Confidentiality and Non-Solicitation Agreement is attached as Exhibit 25.

46. Individual Defendant Sarah Kantorski is a former Property Casualty Client Account Manager and resides, upon information and belief in Holliston Massachusetts. On July 1, 2024, Kantorski entered into an Employment Agreement with Brown & Brown Insurance Services, Inc. A true and correct copy of Kantorski's Employment Agreement is attached as Exhibit 26.

47. Individual Defendant Maragaret Herlihy is a former Commercial Lines Team Leader and resides, upon information and belief in Dedham Massachusetts. On June 23, 2020, Herlihy entered into an Employment Agreement with Brown & Brown of Massachusetts, LLC. A true and correct copy of Herlihy's Employment Agreement is attached as Exhibit 27.

48. Individual Defendant Raymond Fillis is a former Property Casualty Client Assistant and resides, upon information and belief in Bridgewater Massachusetts. On August 1, 2020, Fillis entered into an Employment Agreement with Brown & Brown of Massachusetts, LLC. A true and correct copy of Fillis's Employment Agreement is attached as Exhibit 28.

49. Individual Defendant Marcia Thomas is a former Employee Benefits Department Leader and resides, upon information and belief in Marshfield Massachusetts. On January 10, 2017, Thomas entered into a Confidentiality and Non-Solicitation Agreement with the Hays Group, Inc. A true and correct copy of Thomas's Confidentiality and Non-Solicitation Agreement is attached as Exhibit 29.

#### **JURISDICTION AND VENUE**

50. This Court has personal jurisdiction over Howden under G.L. c. 223A, § 3, because it, on its own and/or through their affiliates or agents, caused (and continues to cause) tortious injury by acts or omissions in the Commonwealth and/or caused (and continues to cause) tortious injury in this Commonwealth by acts or omissions outside the Commonwealth while regularly doing or soliciting business, and deriving substantial revenue from goods used or consumed or services rendered, in the Commonwealth.

51. This Court has personal jurisdiction over the Individual Defendants because each resides in the Commonwealth and/or worked for Plaintiffs and took the actions and caused the harm complained of here in the Commonwealth.

52. Venue is proper in this Court under G.L. c. 223, § 1 because Defendants George and Lipman reside in Suffolk County.

### **FACTUAL ALLEGATIONS**

#### **Plaintiffs, Howden, and the Insurance Brokerage & Consulting Industry**

53. Founded in 1939, Brown & Brown was started as a two-partner firm and has since risen to become one of the largest insurance brokerages in the world. Brown & Brown provides insurance to both business and individuals, including property & casualty insurance, employee benefits solutions, personal insurance, and industry-specific insurance. Brown & Brown's growth is the result of its organic growth in revenue and its acquisition strategy by engaging in arms-length transactions with sellers to acquire their businesses.

54. In 2018, Brown & Brown acquired Hays Companies, Inc., of which Hays was a principle owner for approximately \$750,000,000, which resulted in Hays receiving significant compensation as well as serving as a member of Brown & Brown's Board of Directors.

55. Hays resigned from Brown & Brown's Board of Directors in April 2024, and in August 2025, Howden announced that Hays would serve as Howden's Vice Chairman.<sup>3</sup>

56. In material contrast, Howden formed Howden US Services, LLC only this year, in March 2025. In late July 2025, Howden launched its U.S. retail brokerage operation by staffing its newly-formed entity, seemingly overnight, with employees who all simultaneously resigned from a rival brokerage, Marsh resulting in a similar lawsuit and injunctive relief being issued as described further below.

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<sup>3</sup> Mike Parrish appointed as CEO, Howden US and Jim Hays as Vice Chairman, Howden Group Holdings, Howden (August 4, 2025), <https://www.howdengroupholdings.com/news/howden-brings-its-unique-entrepreneurial-model-ambitious-growth-plans-and-fresh-choice-for-talent-and-clients-to-us-retail-broking-market>.

57. Many of the former employees of Plaintiffs who have coordinated this employee raid have longstanding business and personal relationships with Hays, and on information and belief, Hays has fully participated in the planning and effectuation of the current raid on the employees of Plaintiffs. Indeed, having reaped enormous benefits from the sale of Hays Companies to Brown & Brown, Hays, on information and belief, is now assisting Howden to illegally try to steal the business back.

58. The insurance brokerage and consulting industry is highly-competitive and relationship-driven. Brown & Brown and Howden are now direct competitors. Brown & Brown's success depends on maintaining customer trust, cohesive employee teams to service customers, and delivering tailored and high-quality customer solutions. As such, Brown & Brown heavily invests in its employees, as well as its customer relationships, which it develops through its employees.

59. Brown & Brown invests in its business, customers, and employees in many respects, at significant cost to Brown & Brown, including by:

- Generous employee expense reimbursements to develop customer relationships.
- Customer-development and customer service support and resources, to help colleagues better serve Brown & Brown customers.
- Providing comfortable office space for colleagues to gather and work collaboratively.
- Investing in significant organizational resources, such as technology and proprietary tools, including data and analytics to provide customer solutions.
- Generous employee compensation packages, as well as significant investments in colleague development, engagement, training, relationship-building and well-being.

60. Howden's orchestrated attack on Brown & Brown is the latest and boldest continuation of Howden's ongoing scheme to enter the U.S market, not through legitimate business



to business acquisition but rather by orchestrating illegal raids on its competitors. Howden's actions have given rise to several lawsuits by other insurance brokerages since July 29, 2025, with facts similar to those present here and resulting in repeated injunctions being issued by multiple Courts.

61. In *Marsh USA LLC, v. Parrish et al.*, No. 25-cv-6208, Dkt. No. 1 (S.D.N.Y. July 29, 2025), for example, Marsh USA LLC sued four former employees, Michael Parrish, Giselle Lugones, Robert Lynn, and Julie Layton, alleging "a coordinated and concealed scheme... to lift out nearly an entire region of employees from Marsh" to benefit Howden, resulting in the "departure of over 100 employees of Marsh" and many customers. *Id.* ¶ 2. Marsh further alleged that those Defendants exfiltrated "key client documents," including a "team chart" (showing Marsh employees working on client accounts), "account financial trackers" (showing key financial information for the account), and "schedules of insurance" (showing key events on the account, including renewals). *Id.* ¶ 94. Marsh further alleged that those Defendants funneled confidential information "about their Marsh team's employees and other Marsh colleagues to Howden" so Howden could prepare employment offers for those employees to incentivize them to leave Marsh. *Id.* ¶ 95. One of those Defendants, Parrish, is now Howden's CEO of its U.S. business operations.

62. On August 1, 2025, a related lawsuit was filed against Howden in *Marsh & McLennan Cos., Inc., v. Howden US Servs., LLC*, No. 2025-0877, Dkt. No. 1 (Del. Ch. Aug. 1, 2025) arising out of Howden's initial raid on Marsh, described above.

63. On October 2, 2025, a third lawsuit was filed against Howden by another brokerage, Willis Towers Watson, accusing Howden of working with a (now) former Willis employee to coordinate the departures of, and "poach" a "team" of, Willis employees, as well as Willis clients.

*See Willis Americas Administration, Inc. and Willis Towers Watson Northeast, Inc. v. Danielle Lombardo and Howden US Services, LLC*, No. 3:25-cv-16217, Dkt. 1 (D.N.J. Oct. 2, 2025).

64. Weeks later, on October 31, 2025, Marsh filed another lawsuit against a former Marsh, now Howden, employee captioned *Marsh & McLennan Agency LLC v. Charles Baxter Southern III*, No. 1:25-cv-09080, Dkt. 1 (S.D.N.Y. October 31, 2025). In that case, Marsh sued a former managing executive, Charles Baxter Southern, for working with Howden to orchestrate a mass exodus using confidential information related to Marsh employee compensation and diverting 30 clients to Howden, representing over \$4 million in annual recurring revenue. Marsh alleged that offer letters transmitted to its employees were prepared using its confidential compensation information, provided by its defecting employee to Howden so that Howden could solicit other Marsh colleagues.

65. Days later, on November 3, 2025, Marsh filed another lawsuit against (former) employees in its “Florida zone,” alleging these individuals helped Parrish and others solicit coworkers and clients, as well as exfiltrate confidential and trade secret information. On November 10, 2025, Marsh amended the Complaint to add Howden US Specialty LLC and Howden US Services, LLC as Defendants, alleging that Howden had now poached over 100 Marsh employees and 60 Marsh clients. Marsh alleged that its former employees gave Howden certain information (e.g., employees to contact and employee compensation information) to allow Howden to target key Marsh employees and coordinate *en masse* resignations. *See Marsh USA LLC v. Alfred Gronovius, Andrea Amodeo, Carlos Serio, Giovanni Perez, Janette Wilcox, Nathan Collins, Richard Lennnerth, Howden US Specialty LLC, Howden US Services, LLC*, Case No. 1:25-cv-9130 (S.D.N.Y. Nov. 3, 2025).

66. As a result of their conduct, Howden's U.S. CEO and other defecting employees were enjoined. *See Marsh USA LLC, v. Parrish et al.*, 2025 WL 2676389, \*1–3 (S.D.N.Y. Sept. 18, 2025). Specifically, this Court entered an injunction as follows:

- (1) Each Defendant is prohibited from doing the following with respect to any employee of Marsh or its affiliates with whom such Defendant came into contact for the purpose of soliciting or servicing business or about whom Defendant obtained Confidential Information and Trade Secrets during the last two (2) years of his or her employment with Marsh: (a) Directly, or through others, soliciting such employees to leave employment with Marsh or Marsh's affiliates or regarding employment with Howden US Services, LLC.
- (2) Each Defendant is prohibited from doing the following with Marsh clients that existed during the last two (2) years of his or her employment with Marsh: Directly, or through others, soliciting such clients or prospective clients for the purpose of selling or providing services or products by Howden.
- (3) Each Defendant is further prohibited from directly or indirectly using, disseminating, or disclosing to any third party (including any other person, organization, or entity, including but not limited to Howden and its employees and agents) Confidential Information and Trade Secrets. Defendants must return all Marsh property, including Confidential Information and Trade Secrets, on the last date of his or her employment or within five (5) days of this Order, whichever date is later.

*Id.* at Dkt. No. 129, at 2-3 (Sept. 18, 2025).

67. The *Marsh* Court found evidence that the Defendants, former Marsh employees, solicited Marsh employees, including by methods similar to those utilized here: "contacting Marsh colleagues to announce their departure to Howden, sharing higher compensation and promotions being offered by Howden, and offering to connect them to Howden." *Marsh USA LLC*, 2025 WL 2676389, at \*2. The Court also cited declarations supporting that Defendants "misused in their solicitation efforts" confidential information, such as "pricing models, renewal timelines, growth strategies, and detailed employee compensation and benefits." *Id.* The Court found that actions by a Defendant that were "never before taken" bolstered Marsh's likelihood of success in showing breach of its confidentiality agreement. *Id.* The Court also found that Marsh presented evidence of "coordinated employee resignations." *Id.*

68. Thereafter, Marsh moved the Court for a contempt order. *Id.* at Dkt. 163. According to Marsh, the Defendants represented to Marsh at the “Court’s deadline” that they had “nothing to return,” but then after that deadline, “produced a combined 440 documents (and counting) from their personal electronic devices” which are “replete with Marsh’s Confidential Information and include proposals for prospective Marsh clients, business strategy presentations... and details of existing Marsh clients’ insurance policies, limits, and premiums...”. Dkt. 163, at 6. As discussed further below, the Defendants in this case appear to have taken and been using Brown & Brown information to solicit . The Court has not yet ruled on Marsh’s request.

69. In *Willis*, the District of New Jersey also recently entered a Consent Order, which provided:

- “Defendant [former employee] will not directly or indirectly solicit, accept broker of record letters (‘BORs’) from, transact business with and/or service ‘Restricted Clients’ and/or ‘Restricted Prospective Clients,’ or solicit employees, as set forth in her Non-Solicitation Agreement that was attached to the Complaint,” except for six clients;
- “Non-parties [on the former employees’ team] will not directly or indirectly solicit, accept BORs from, transact business with and/or service ‘Restricted Clients’ and/or ‘Restricted Prospective Clients,’ or solicit employees, as set forth in their respective Non-Solicitation Agreements,” except for six clients;
- “Defendant Howden will not accept BORs from any of the 5 clients whose identities have been exchanged and agreed to by the Parties if the BORs were obtained through solicitation by [former employees]”;
- “Defendant Howden will not directly or indirectly solicit any WTW employees who worked with Lombardo or the Lombardo Team at WTW”;
- “[T]o the extent that [former employees] retain possession of any Confidential Information, [former employees] shall not disclose or use Confidential Information, if any, and counsel for the Defendants will cooperate with counsel for Plaintiffs to segregate and preserve such Confidential Information, if any”; and
- “[T]o the extent Defendant Howden is in possession of any Confidential Information that was furnished to Howden by [former employees], counsel for the Defendants will cooperate with counsel for Plaintiffs to segregate and preserve such Confidential Information, if any.”

*Willis*, 3:25-cv-16217-GC-RLS, Dkt. No. 38 (dated October 29, 2025), Dkt. No. 45 (holding that Consent Order entered on October 29, 2025 “shall remain in effect pending further order of the Court”).

70. And most recently, in *Aon Risk Services Companies, Inc. v. Anthony Rampersaud*, Case No. 1:25-cv-10275-ER, Dkt. No. 1 (S.D.N.Y. Dec. 11, 2025). Howden conspired with Aon’s New York-based Managing Director, Anthony Rampersaud, to solicit a group of Aon’s employees to bolster Howden’s New York operations. *Id.* ¶ 1. Like here, as part of Howden’s scheme, one of Aon’s employees received an unsolicited job offer from Howden, without ever applying or having spoken to a single Howden employee. *Id.* Howden’s plan resulted in a group departures of Aon employees. *Id.* Moreover, in connection with this exodus, Aon discovered that Rampersaud printed copies of Aon’s trade secret information and attempted to ship them to himself. *Id.* Further, Rampersaud actively solicited and his cohorts began to actively solicit Aon’s clients for the benefit of Howden. *Id.* Accordingly, Aon moved for a temporary restraining order and preliminary injunction. Dkt. No. 4. On December 12, 2025, one day after the Complaint and Motion for TRO were filed, entered an immediate TRO against Howden and the former Aon Employees:[ Insert TRO terms] On December 18, the Court held a Preliminary injunction hearing at which it indicated that Aon had established a likelihood of success on the merits and indicated that it intended to issue a preliminary injunction against both Howden and the former Aon employees.

71. As set forth below, the facts here reflect Howden’s troubling and well-established pattern of unlawfully poaching competitors’ employees and misappropriating confidential information – conduct that warrants injunctive relief against Defendants. Here, as in the *Marsh*, *Willis*, and *Aon* cases, Howden conspired to orchestrate a coordinated resignation of scores of Brown & Brown employees.

### **Brown & Brown Covenants**

72. Flaherty, Herlihy, McDonough, Coletta, Burnham, Abrantes, Lipman, McDermott, S. McGowan, Rogers, Kesner, Deperry, and Fager entered into an Employment Agreement with Brown & Brown of Massachusetts, LLC ("Brown & Brown of Massachusetts Agreement").<sup>4</sup> The various versions of the Brown & Brown of Massachusetts Agreement contained substantially similar provisions.

73. Section 5(A) of the Brown & Brown of Massachusetts Agreement have Confidentiality provision that provided:

Employee acknowledges and agrees that the Company and its Affiliates are engaged in the highly competitive Insurance Business, and have expended or will expend significant sums of money and have invested, or will invest, a substantial amount of time to develop and use, and maintain the secrecy of, the Confidential Information of the Company and its Affiliates. The Company has thus obtained, or will obtain, a valuable economic asset which has enabled, or will enable, it to develop an extensive reputation and to establish long-term business relationships with its Client Accounts, Prospective Client Accounts, insurance carriers, brokers, managing general agents and/or vendors. If such Confidential Information were disclosed to another person or entity or used for the benefit of anyone other than the Company or its Affiliates, the Company and/or its Affiliates would suffer irreparable harm, loss and damage. Accordingly, Employee acknowledges and agrees that the Confidential Information of the Company and its Affiliates are, and at all times hereafter shall remain, the sole and exclusive property of the Company and its Affiliates. To protect the Confidential Information of the Company and its Affiliates, and other employees who depend on the Company for regular employment, Employee shall use Employee's best efforts and the utmost diligence to guard and protect the Confidential Information from any unauthorized disclose to any competitor, Client Account, insurance carrier, broker, managing general agent, and/or vendor of the Company or its Affiliates or any other person or entity. Unless the Company gives Employee prior express permission, during Employee's employment and thereafter, Employee shall not use, copy or download for Employee's own benefit, or use, copy or download for or disclose to any

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<sup>4</sup> While George and Lanasa entered into their respective Employment Agreements with Hays Companies, Inc., their Employment Agreements are substantially similar to the Brown & Brown of Massachusetts Agreement. *Compare* Exs. 10 & 15, *with* Ex. 5. Similarly, while Kantorski and Delfino entered into an agreement with Brown & Brown Insurance Services, Inc., the language of their Employment Agreements are substantially similar to the Brown & Brown of Massachusetts Agreement. *Compare* Exs. 16 & 26, *with* Ex. 5.

competitor, Client Account, Prospective Client Account, insurance carrier, broker, managing general agent, and/or vendor of the Company or any other Person, the Confidential Information as set forth herein including, without limitation, using, copying or downloading or disclosing any Confidential Information to solicit or divert any Insurance Business on behalf of any person or entity other than the Company; and Employee shall use Employee's best efforts and the utmost diligence to guard and protect the Confidential Information from any such unauthorized disclosure or use by Employee or any other person.

74. Section 5(b) of the Brown & Brown of Massachusetts Agreement further contained client solicitation restrictions that provided that during employment for a period of two years following the employee's termination date:

(i) Employee shall not, directly or indirectly, in any capacity whatsoever other than on behalf of the Company, solicit, accept, take away, propose, sell, provide, service, or divert any Client Account that Employee either was involved in proposing, selling, providing or servicing any Insurance Products or Service or about whom Employee received any Confidential Information, or any Prospective Client Account that Employee either was involved in proposing or quoting any Insurance Products or Services or about whom Employee received any Confidential Information. For purposes of this Agreement, Employee acknowledges that informing Client Accounts or Prospective Client Accounts that Employee is or may be leaving Company prior to leaving employment of Company shall be deemed to constitute prohibited solicitation under this Agreement absent the Company's prior written consent. Employee recognizes and acknowledges that Client Accounts and Prospective Client Accounts are not confined to any geographic area. Therefore, Employee acknowledges and understands that there is no geographic restriction that applies to the non-solicitation covenant contained in this **Section 5(b)(i)** and that the scope of this covenant is appropriately limited by the customer-based restriction.

(ii) In addition, Employee shall not interfere or take any action intended to, or which reasonably may be expected to, cause any Client Account or Prospective Client Account, insurance carrier, wholesale broker, independent contractor or other person or entity with a material business relationship with the Company, to cease, reduce or refrain from transacting business with the Company or its Affiliates.

(iii) Employee shall not directly or indirectly solicit, hire, engage, or seek to induce any of the Company's employees to terminate such employee's employment with the Company for any reason, including, without limitation, to work for Employee or any competitor of the Company.

Exhibit 5.

75. Employees who signed the Brown & Brown of Massachusetts Agreement further acknowledged that in the event of a breach of any of the provisions of Section 5 of the agreement, Brown & Brown “would be irreparably harmed, and that the remedy of monetary damages alone would be inadequate.” Exhibit 5, § 5(c)(ii).

76. The Brown & Brown of Massachusetts Agreement provided the agreement would “be governed by and construed and enforced with the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles.”

77. Kantorski’s Employment Agreement with Brown & Brown Insurance Services, Inc. provided that “The laws of the state in which the Employee last regularly resided and worked for the Company shall apply to the interpretation of and disputes arising out of this Agreement . . .”

78. On information and belief, Kantorski last regularly resided and worked for Brown & Brown Insurance Services, Inc. in the Commonwealth of Massachusetts.

79. Kasen, Housman, Kanayan, Loud, Orcutt, Redmond, Crotreau, Ewing, Ahearn, and Thomas entered into a Confidentiality and Non-Solicitation Agreement with the Hays Group, Inc. on January 5, 2017 (“Hays Group Agreement”).

80. Section 5.2 of the Hays Group Agreement provided:

Employee will keep all Confidential Information, Trade Secrets and Intellectual Property confidential at all times and will not disclose, share, transfer, reveal or use any Confidential Information, Trade Secrets and Intellectual Property for any purpose whatsoever except as may be necessary or advisable in the ordinary course of the Company’s business. Such restriction, as it pertains to Confidential Information that does not qualify as a Trade Secret, shall apply for a period of three (3) years following Employee’s employment with Company. Trade Secret information shall be protected as long as the information at issue continues to qualify as a Trade Secret. The Confidential Information, Trade Secrets and Intellectual Property shall remain the sole property of Company. Employee acknowledges and understands that information covered under this Section 5 does



not become less confidential, proprietary or trade secret by virtue of Employee committing any of it to memory.

81. Section 7.2 of the Hays Group Agreement provided:

During the Restricted Period, Employee shall not, directly or indirectly, solicit, divert, sell, service, interfere with, accept or otherwise attempt to convert any insurance or other business, products or services from or with respect to any Customer or Prospective Customer of the Company on behalf of a Competing Business.

82. Section 8 of the Hays Group Agreement provided:

During the Restricted Period, Employee shall not, directly or indirectly: (i) interfere with or solicit any Covered Employees for the benefit of, or on behalf of, a Competing Business for the purpose of inducing them to terminate their employment with Company; (ii) raid, recruit or be involved in the hiring of Covered Employees for the benefit of, or on behalf of, a Competing Business for the purpose of hiring them; (iii) attempt to do any of the foregoing; or (iv) assist any other persons in their attempt to do any of the foregoing. Employee acknowledges and understands that this provision is necessary for Company to avoid disruption, damage, impairment or interference with its employees. In the event the Company loses an employee due, in whole or in part, to conduct by Employee that violates this Agreement prior to the issuance of injunctive relief, Employee shall pay the Company a sum equal to thirty percent (30%) of the annual wages of the person(s) who were improperly solicited and left the Company, based on such person's last rate of pay with the Company. This payment shall not preclude or act as a substitute for any remedy that would otherwise be available, including but not limited to, injunctive relief to prevent further violations. Nothing herein is intended or to be construed as a prohibition against general advertising such as "help wanted" ads that are not targeted at Employer's employees.

83. Section 9 of the Hays Group Agreement provided in pertinent part:

Employee recognizes that Company's proprietary and confidential information and its customer relationships are of a special, unique, extraordinary, and intellectual character, that they are vital to Company's business, that they have a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in any action at law, and that the Employee's breach of this Agreement will cause the Company grave and irreparable injury and damage. Accordingly, the Employee expressly agrees that the Company shall be entitled to the remedies of injunction, specific performance, and other equitable relief to prevent such breach. Company will be entitled to obtain injunctive relief in a court of law.

84. Section 1.7 of the Hays Group Agreement provided that: “‘Restricted Period’ refers to the term of Employee’s employment with Company and a period of twelve (12) months after the termination of such employment followed immediately by an additional six (6) month period (for a total of eighteen (18) months).”

85. Pursuant to Section 10.4 of the Hays Group Agreement, the agreement is “governed by and construed in accordance with the laws of the State of Minnesota (without regard to conflicts of law analysis).”

86. D. McGowan entered into an Executive Employment Agreement with Brown & Brown, Inc. on May 16, 2016 (“Executive Employment Agreement”).

87. Under Section 5(b)(ii) of the Executive Employment Agreement, D. McGowan agreed:

(A) the Confidential and Trade Secrets described herein are, and at all times hereafter shall remain, the sole and exclusive property of the Company;

(B) Executive shall not make an unauthorized disclosure of Confidential Information or Trade Secrets, and shall use utmost diligence to guard and protect the Confidential Information and Trade Secrets from any unauthorized disclosure;

(C) Following Separation, Executive shall deliver to the Company, all Information and property obtained or possessed by Executive while employed by Company in the Insurance Business, whether or not such property constitutes Confidential Information or Trade Secrets, including keys, security cards, passes, credit cards, marketing literature, and any electronic data stored on a computer. Executive shall not destroy or delete any material, including but not limited to any electronic data stored on a computer, before returning such material or property to the Company or its Affiliates.

(D) Executive understands that it is the Company's intention to maintain the confidentiality of its Confidential Information and Trade Secrets. Executive acknowledges that it is not practical, and shall not be necessary, to mark such information as “confidential,” nor to transfer it within the Company by confidential envelope or communication, in order to preserve the confidential nature of the information. To the contrary, Executive understands and agrees that all such information shall be deemed Confidential Information and/or Trade Secrets and Executive shall treat all such information as such.

88. Pursuant to Section 5(c) of the Executive Employment Agreement, D. McGowan agreed:

*Non-Solicitation Covenant.* During Executive's employment with the Company and the Restricted Period, Executive shall not solicit, in any capacity whatsoever, other than as an employee of the Company during Executive's employment with the Company, any Insurance Business from any Client Account that Executive had direct involvement in or Confidential Information regarding the solicitation of such Client Account in the twenty-four (24) month period prior to the date of termination. Executive acknowledges that informing Client Accounts that Executive is or may be leaving Company prior to Separation shall be deemed prohibited solicitation under this Agreement. Both Executive and Company agree to issue a joint statement regarding any Separation agreed to by both parties in advance. Should the parties fail to agree on the text of a proposed statement, each will designate a neutral representative to draft the terms to attempt to resolve the same.

89. Under Section 5(d) of the Executive Employment Agreement, D. McGowan agreed:

(i) During the Restricted Period, Executive agrees not to intentionally interfere with the business relationship between the Company and any (A) Client Account that Executive had direct involvement in or Confidential Information regarding the solicitation of said Client Account in the twenty-four (24) month period prior to the date of termination, (B) M&A Prospect, or (C) or any entity with which Company has maintained a business relationship in furtherance of its operations in the Insurance Business.

(ii) *No Raiding Covenant.* During the Restricted Period, Executive will not solicit for employment any employee or independent contractor of the Company, and further agrees that the Executive will not seek to induce any such person to terminate employment or engagement with the Company for any reason, including to work for Executive or any competitor of the Company. This clause is not intended to prohibit any other employee of Company, from soliciting or accepting employment with an entity with which Executive is also employed, so long as Executive does not induce termination of employment with Company, nor participate in the solicitation of the other employee of Company for employment by Executive's subsequent employer.

90. Under Section 5(e) of the Executive Employment Agreement, D. McGowan agreed that “[i]n the event of a breach or threatened breach of the provisions of this Section 5, the Company shall be entitled to injunctive relief as well as any other applicable remedies at law or in equity. Executive understands and agrees that without such protection, the Company’s business would be irreparably harmed.”

91. Under Section 12 of the Executive Employment Agreement, D. McGowan agreed that the agreement would “be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles.”

**Plaintiffs Take Reasonable Measures to Protect its Trade Secrets**

92. In addition to requiring virtually every employee to agree to restrictive covenants as a condition of employment, Plaintiffs maintain several policies on confidential information.

93. Brown & Brown’s Handbook for U.S. Teammates includes a Code of Conduct, which strictly prohibits “[t]he use of Company or customer property or information by teammates (current or former) for personal gain.”

94. Brown & Brown’s Communications & IT policy, included within Brown & Brown’s Handbook, prohibits the disclosure of Brown & Brown’s confidential, trade secret, and proprietary information from being disclosed on social media.

95. Brown & Brown’s Digital Communications policy, included within Brown & Brown’s Handbook, advises employees not to share or attach data “that might threaten the Company’s protections regarding privacy and confidentiality.”

96. Brown & Brown’s Acceptable Use policy likewise requires employees to protect Brown & Brown’s confidential and trade secret information against disclosure. The Acceptable Use policy requires employees, who are working in public, to use privacy screens to prevent the

disclosure of Plaintiffs' confidential and trade secret information. In addition, the Acceptable Use policy requires remote employees to, when possible, work in a private location. Further, the Acceptable Use policy only permits employees to access Brown & Brown's company resources from their personal devices, if their personal device is "securely configured to access company resources . . . ."

97. Brown & Brown further maintains a Data Protection policy that requires employees to comply with their contractual obligations with respect to the nondisclosure of Brown & Brown's trade secret and confidential information. Employees who fail to abide by Brown & Brown's Data Protection Policy are subject to termination.

**Howden's Raid on Brown & Brown.**

98. On December 18, 2025, hundreds of Brown & Brown's employees resigned *en masse*, presumably to go work for Howden and to unfairly compete against Brown & Brown.

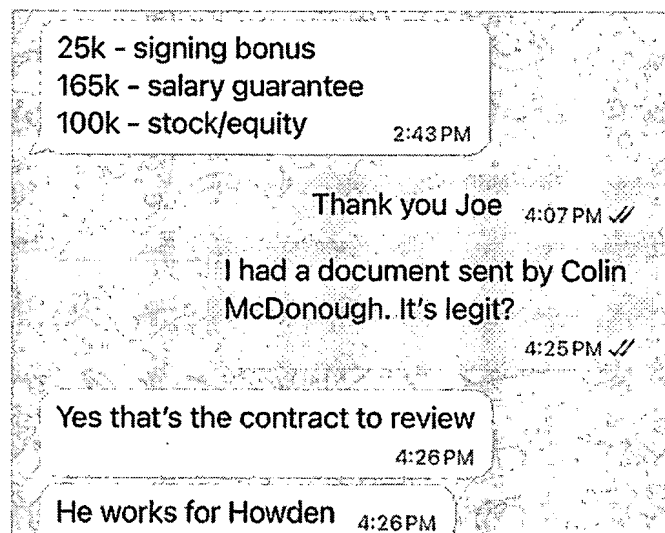
99. On December 18, 2025, Sandra Hodgdon, an employee of Brown & Brown Insurance Services, Inc., who works in Brown & Brown's office in Dedham, Massachusetts as a Sales Executive, was approached by her direct supervisors, Joe Burnham and John Flaherty for a conversation. Hodgdon informed them that she was going to attend an eye doctor's appointment. Burnham asked that Hodgdon call him from her cellular phone when she could. Hodgdon called Burnham on the way to her appointment. Burnham subsequently added John Flaherty to the call. A true and accurate copy of the Declaration of Sandra Hodgdon is attached as Exhibit 30.

100. During this call, Burnham and Flaherty announced to Hodgdon that group of Brown & Brown employees were leaving their jobs at B&B to accept employment with "an international company."

101. The "international company" referred to Howden.

102. During this call, Flaherty told Hodgdon that D. McGowan was “orchestrating” the movements from B&B to the new company, which was starting a team in the United States. They further told Hodgdon that “everyone was going.” Before the end of the call, Flaherty and Burnham told Hodgdon that she would be receiving a job offer from the new company. At the close of the call, Flaherty and Burnham told Hodgdon that she needed to decide whether to accept the job offer by 8:00 PM that same day (i.e., within a couple of hours of learning about the job offer).

103. Several minutes after this conversation, Burnham texted Hodgdon via WhatsApp.



104. At 3:19 PM, Hodgdon received an email from Colin McDonough that attached a document for her to review and sign via DocuSign. The document Mr. McDonough provided was a job offer from Howden US Services, LLC. The Howden offer letter offered Hodgdon a position as a “Personal Lines Producer” reporting to Kasen with a target start date of December 19, 2025 – the very next day. The Howden offer letter further stated that Hodgdon would be based in Massachusetts and would work remotely until an office is established.

105. The Howden offer letter proposed a base salary that was higher than Ms. Hodgdon’s compensation and Brown & Brown. Even though Ms. Hodgdon had never spoken to representative

of Howden, all of the compensatory aspects of this new position were more lucrative than her current position with B&B, and in some cases significantly so.

106. At 4:36 PM, approximately one hour after she received the Howden offer letter, Flaherty and Burnham contacted Ms. Hodgdon via WhatsApp. In the initial message, they told her that her offer of employment had been sent and Burnham asked Hodgdon to review it and give them a call.

107. At 5:06 pm, all of twenty-five minutes later, Flaherty again checked in about Hodgdon's review of the Howden offer, and Burnham again checked in at 7:16 pm.

108. Separately, at 6:23 pm on December 18, 2025, Hodgdon was without being asked added to yet another group text conversation on WhatsApp. The title of the group conversation was "Next Level." Many of the participants of this group text conversation were Brown & Brown employees from Brown & Brown's Dedham, Massachusetts office.

109. In this group text conversation, Kasen, who at the Profit Center Leader of the Dedham Office, sent several messages:

Eric (Brown & Brown) Kasen  
Seal team 6 Monday get together  
and focus on BOR submission not  
the meeting come for a hot minute  
then get together work I leave the  
planning to you

Tina do you have the benefits and  
personal lines folks on that chain?  
Add me as well 6:22 PM

Eric (Brown & Brown) Kasen  
If asked "I'm not comfortable  
telling you the name of my new  
employer" 6:40 PM

Everyone check your email you will have a message from Howden HR that you will need to respond to:

Good evening,

Please confirm with that your resignation has been tendered to your current employer, and you have chosen a start date of December 19, 2025. If there are any changes to your start date, please let us know what it should be moved to.

Confirm your full legal name for identification purposes:

Have you tendered your resignation with your current employer? Confirm Yes/No:  
If there are any changes to your start date, please confirm your revised start date:

6:42 PM

Eric (Brown & Brown) Kasen

Didn't take

Them long they are calling me from the highest levels let's dig in focus focus focus

6:51 PM



Eric (Brown & Brown) Kasen

Yay!! BORs tomorrow Saturday and Sunday

Anyone works over the weekend to get BORs im going to handsomely reward infigire we have until Tuesday maybe Wednesday

8:36 PM

But it could be Monday !!! Let's Go!!! Best team in the industry!

8:36 PM

110. The WhatsApp group conversation included Plaintiffs' former employees in the Dedham and Quincy Offices, who included, in addition to Hodgdon: Burnham, Flaherty, Kasen,



Housman, Lanasa, Deperry, Redmond, Fillis, Fager, McDonough, George, Delfino, Croteau, Kanayan, Rogers, Ewing, McDermott, Abrantes, Ahearn, Loud, Orcutt, Kantorski, and Herlihy.

111. “BOR” refers to “Broker of Record.” “Broker of Record” is a letter signed by the insured/customer which informs an insurance carrier that the retail broker referenced in the letter should be recognized by the carrier as the broker authorized to place the specified types of insurance policies for that customer. When a competing broker wants to secure a new customer, the competing broker will ask the customer to sign a “BOR” which effectively replaces the incumbent broker and therefore entitles the competing broker to take over that business and receive the commissions from the carrier for any insurance policies issued by that carrier to the customer. .

112. In the December 18, 2025, series of WhatsApp messages, Kasen, who was up until that day a senior leader to those employees, was requesting that Brown & Brown’s employees have Brown & Brown’s customer execute Broker of Record documents to switch their insurance broker from Brown & Brown to Howden.

113. Kasen’s statement that he figured “we have until Tuesday maybe Wednesday” demonstrates that he and the other Individual Defendants know full-well that their actions would lead to legal consequences and the likely entry of an injunction prohibiting them from engaging in further misconduct.

114. Employees in the December 18, 2025, WhatsApp group thread assisted each other in completing onboarding paperwork for Howden, including providing guidance on how to navigate technical difficulties they faced with Howden’s onboarding software. Kasen actively encouraged this behavior:

Eric (Brown & Brown) Kasen  
Yes Sarah help her get in!! 8:40PM

115. Notably, just three days before, on December 15, 2025, Kesner engaged in a Microsoft CoPilot session using Brown & Brown's IT assets, in which he asked Microsoft CoPilot to create a Broker of Record template. The template created by Microsoft CoPilot was a template form that advised a current insurance broker that the customer would be changing to a new insurance broker.

116. Moreover, on Saturday December 20, 2025, within two days of resigning, Individual Defendant Matthew Krowchun sent himself a similar template for a Howden DRO letter but accidentally misdirected his communication to his Brown & Brown email account, confirming that he is in fact actively working on soliciting customers over the weekend as instructed by Kasen.

117. In the weeks preceding Flaherty's and McGowan's solicitation of Hodgdon, there were numerous suspicious incidents involving the Dedham Office. First, Kasen has cancelled and/or skipped meetings that were rarely, if ever cancelled. These included a "cold call" day, where all of the Dedham-based insurance producers are required to come to the offer and make cold calls to potential customer prospects. Kasen also cancelled for two straight weeks the Team of Teams meeting, which is a standing weekly meeting that generally lasts one hour and during which the office's business activities are discussed. Further, Lipman asked for Hodgdon's personal email address – the same email address Howden sent Hodgdon an offer letter to – prior to her conversations with Flaherty and Burnham.

118. Plaintiffs have further uncovered numerous instances of cancelled customer meetings and cancelled internal meetings all in the days and weeks leading up to their coordinated resignations.

119. Other Brown & Brown employees received offer letters from Howden offering substantially greater compensation than they were earning at Brown & Brown.

120. On information and belief, the Howden offer letters included a chart of “Dos” and “Don’ts,” which included the following guidance demonstrating that Howden was aware that Brown & Brown’s employees were bound by restrictive covenants:

- DO - Provide your hiring manager with a copy of any Post-Termination Restrictions which you are subject to. These may be contained within your employment contract, confidentiality agreement, contract update, RSU/Shareholder agreement, or elsewhere.
- DO - Carefully review your Post-Termination Restrictions and ensure that you understand them. If you do not understand any of the restrictions, please contact your Howden hiring manager or Howden’s Human Resources department.
- DO – Make sure you comply in full with your Post-Termination Restrictions.
- DO – Check with Legal if you are contacted by your former employer or any of your Former clients or colleagues.

121. In anticipation of the mass move to Howden, in mid-December 2025, Kasen and other of the Individual Defendants directed Brown & Brown’s personnel to transfer employees’ business cell phone numbers to their personal phone service, allowing them to keep their Brown & Brown business phone number on their personal devices. This campaign was effectuated at a time when the Individual Defendants had already commenced their scheme for a mass exodus from Plaintiffs and as such the campaign was designed as a “cover” to allow the Defendants to retain personal possession of the Plaintiffs’ property and confidential information and trade secrets and avoid detection by Plaintiffs.

122. Kasen started this campaign almost a month before on November 24, 2025, when he requested and received approval from his fellow conspirator D. McGowan to convert his Brown & Brown phone and phone number to his personal use. Shortly thereafter multiple Individual Defendants suddenly began requesting that their phones be ported over despite in many cases having used Company owned phones and devices for years.

123. Since December 18, 2025, Plaintiffs’ employees who have left for Howden have attempted to disconnect their Brown & Brown phones from their Brown & Brown email accounts.

124. On December 9, 2025, Kasen requested that he be provided information on the employees working in Brown & Brown's Dedham location who would have Brown & Brown stock vest on February 23, 2026 (after Howden's raid).

125. On December 15, 2025, in apparent preparation for her defection to Howden, Housman requested a copy of Brown & Brown's Boston customer accounts. The document Housman requested included, customer names and the individual who serviced the customer.

126. On information and belief, D. McGowan received a computer from Howden's Information Technology service provider that was shipped on December 17, 2025, just a day before Howden's raid and before he had resigned from his employment with Plaintiffs.

127. Moreover, even Plaintiffs' cursory review of the Individual Defendants' company email accounts demonstrates that Defendants have engaged in widespread efforts to "cover their tracks," including by in multiple instances mass-deleting company emails.

128. Even an initial review of the departing employees' email accounts shows that Defendants' campaign to steal Brown & Brown customers in violation of their agreements is ongoing, effective and poses immediate and irreparable harm to Plaintiffs.

129. For instance, on December 19, 2025, at least two of Brown & Brown's customers submitted to it a Broker of Record, stating that Howden would serve as its exclusive Broker of Record effective on December 19, 2025. Copies of these BOR letters are attached as Exhibits 31 and 32.

130. On the same day, on December 19, 2025, one of Brown & Brown's customers sent an email to Housman's Brown & Brown email account with an executed Broker of Record, stating that Howden would serve as its exclusive Broker of Record effective December 19, 2025. *See* Exhibit 33.

### **Injunction Necessary**

131. Individual Defendants must be enjoined from continuing to breach their agreements with Brown & Brown and misappropriating Brown & Brown's trade secrets. If not enjoined, Brown & Brown will suffer irreparable harm from damage to its customer relationships, employee relationships, and the use and/or disclosure of its confidential and trade secret information. In addition to the employees who Defendants successfully solicited to leave Brown & Brown and join Howden, clearly other employees were unlawfully solicited considering that over 200 of Brown & Brown's employees resigned on the same day.

132. In addition, even on the first day after Defendants' resignations and Howden's raid, as shown by the BORs discussed above, Brown & Brown customers have left it for Howden based on the wrongful solicitation campaign.

133. In addition, if Howden is not enjoined from misappropriating Brown & Brown's trade secrets, and tortiously interfering with Brown & Brown's contractual and business relationships with its employees, and aiding and abetting Brown & Brown employees' breaches of fiduciary duty, Brown & Brown will be irreparably harmed by the damage to its customer relationships, employee relationships, and the use and/or disclosure of its confidential and trade secret information. Brown & Brown's investigation into Howden's broader, systematic raid on Brown & Brown is continuing. However, as set forth above, Howden has a demonstrated track record of ignoring its new hire's covenants and working with them to use competitor confidential and trade secret information to hire away employees and lure away customers.

134. The ongoing threat of continuing irreparable harm can be addressed only by immediate injunctive relief. Brown & Brown has no adequate remedy at law to compensate it for the

harm Defendants' unlawful conduct has caused, and is continuing to cause, to Brown & Brown's business and goodwill which had been built over years of hard work and investment.

135. An order enjoining Defendants from misappropriating Brown & Brown's trade secrets, breaching and/or interfering with Brown & Brown's employee agreements, wrongfully soliciting Brown & Brown employees and clients, and restraining Howden from aiding and abetting Brown & Brown employee fiduciary breaches, does not harm Defendants. Instead, it simply serves to enforce legal agreements and preserve the status quo.

**COUNT I**  
**BREACH OF CONTRACT**  
**(AGAINST INDIVIDUAL DEFENDANTS)**

136. Brown & Brown repeats and re-alleges Paragraphs 1-135 above as though set forth herein.

137. The Brown & Brown of Massachusetts Agreement, the Hays Group Agreement, and the Executive Employment Agreement executed by the Individual Defendants contain enforceable restrictions on the Individual Defendants' conduct during and after their employment with Brown & Brown.

138. The Brown & Brown of Massachusetts Agreement required that signatories refrain for both during employment and for a period of two years from (1) soliciting Brown & Brown's customers (2) soliciting Brown & Brown's employees, and (3) divulging or disclosing Brown & Brown's confidential information. The Hays Group Agreement required that signatories refrain for a period of 18 months from (1) soliciting Brown & Brown's customers, (2) soliciting Brown & Brown's employees, and (3) divulging or disclosing Brown & Brown's confidential information.

139. The Executive Employment Agreement required that D. McGowan refrain both during employment for a period of two years from: (1) soliciting Brown & Brown's customers and (2) from soliciting Brown & Brown's employees.

140. Individual Defendants breached these duties by (1) improperly soliciting Brown & Brown customers to move their business to Howden, (2) doing business with Brown & Brown customers to further their own interested and the interested of Howden, and (3) soliciting Brown & Brown employees (each other and others) to leave Brown & Brown for Howden.

141. The Agreements are in writing, signed by the Individual Defendants, supported by adequate consideration, and are sufficiently definite and reasonable in time to be enforceable.

142. Plaintiffs performed their obligations under the Agreements.

143. As a direct and proximate cause of Individual Defendants' breaches of their Agreements, Plaintiffs have suffered and will continue to suffer irreparable harm and damages.

**COUNT II**  
**TORTIOUS INTERFERENCE WITH CONTRACT AND ADVANTAGEOUS BUSINESS**  
**RELATIONS**  
**(AGAINST ALL DEFENDANTS)**

144. Plaintiffs repeat and re-allege Paragraphs 1-143 above as though set forth herein.

145. Plaintiffs had and still have valid agreements with Individual Defendants. Defendants also had and has contracts and ongoing business relationships with its customers.

146. Each Individual Defendant knew that other Individual Defendants executed similar agreements with Plaintiffs because virtually all employees in their business required to sign them. Individual Defendants also knew Plaintiffs had ongoing contracts and business relationships with customers because they serviced those customers. Despite this knowledge, Individual Defendants, upon information and belief, using improper motives and means, intentionally encouraged and assisted each other in breaching their contractual obligations, soliciting Plaintiffs' customers to

Howden, soliciting Plaintiffs' employees to Howden, and misappropriating Plaintiffs' confidential information.

147. Howden knew of the agreements between Individual Defendants and Plaintiffs because the "Dos" and "Don'ts" document Howden distributed to Plaintiffs' employees in the offer letters it provided them specifically identified the fact that Plaintiffs' were bound by restrictive covenants. Moreover, some of the leaders of the conspiracy actually signed individual employment agreements of some of the individual defendants. Hayes, Howden's U.S president is a former Brown leader and Board member who was very well aware of the restrictive covenants that Brown & Brown requires its employees to sign. Howden knew Plaintiffs had ongoing contracts and business relationships with numerous customers and accounts tied to Individual Defendants. Despite this knowledge, upon information and belief, Howden and Hays, using improper motive and means, encouraged and assisted Individual Defendants in breaching their contractual obligations by intentionally encouraging and assisting in the solicitation of Plaintiffs' customers and employees to Howden and the misappropriation of Plaintiffs' confidential information.

148. As a direct and proximate cause of Defendants' tortious interference, Plaintiffs have suffered and will continue to suffer irreparable harm and damages.

**COUNT III**  
**BREACH OF FIDUCIARY DUTY/DUTY OF LOYALTY/**  
**FAITHLESS SERVANT DOCTRINE**  
**(AGAINST INDIVIDUAL DEFENDANTS)**

149. Plaintiffs repeat and re-alleges Paragraphs 1-148 above as though set forth herein.

150. The Individual Defendants were employees of Plaintiffs.



151. As Plaintiffs' agents and employees, the Individual Defendants had an obligation to act for the benefit of Plaintiffs while still employed by Plaintiffs and to not conspire with each other while still employed by Plaintiffs to leave the company and solicit other employees.

152. The Individual Defendants breached their fiduciary duties to Plaintiffs by the conduct alleged above, including by: (1) improperly soliciting Plaintiffs' customers to move their business to Howden, (2) soliciting Plaintiffs' employees to leave Plaintiffs for Howden, (3) conspiring to steal Brown's company owned phones and numbers, and (4) utilizing Plaintiffs' confidential information in the process.

153. As a direct and proximate cause of Individual Defendants' breaches of their fiduciary duties, Plaintiffs have suffered and will continue to suffer irreparable harm and damages.

**COUNT IV**  
**AIDING AND ABETTING BREACH OF FIDUCIARY DUTY/DUTY OF LOYALTY**  
**(AGAINST HOWDEN AND HAYS)**

154. Plaintiffs repeat and re-allege Paragraphs 1-153 above as though set forth herein.

155. Upon information and belief, Defendants each committed the tortious acts described above, including with respect to their interference with customer and employee relationships.

156. Upon information and belief, each Defendant knew about the other Defendant's misconduct and actively participated and/or substantially assisted in the commission of the wrongful acts.

157. As a direct and proximate cause of Defendants' aiding and abetting of each other's unlawful conduct, Plaintiffs have suffered and will continue to suffer irreparable harm and damages.

**COUNT V**  
**UNFAIR OR DECEPTIVE TRADE PRACTICES**  
**(AGAINST ALL DEFENDANTS)**

158. Plaintiffs repeat and re-allege Paragraphs 1-157 above as though set forth herein.

159. At all times relevant to this action, Plaintiffs have been engaged in trade or commerce within the meaning of G.L. c. 93A, § 11.

160. At all times relevant to this action, Defendants have been engaged in trade or commerce within the meaning of G.L. c. 93A, § 11.

161. Defendants have engaged in a course of conduct designed to harm Plaintiffs, to Defendants' unfair advantage using the unlawful methods described above. Defendant's unfair conduct includes, without limitation, using Plaintiffs' confidential information (including trade secrets and other competitively valuable information) and goodwill to solicit Plaintiffs' employees, customers and potential customers to Howden.

162. Defendants' actions in this regard, and as set forth above, constitute unfair methods of competition and unfair or deceptive acts or practices within the meaning of G.L. c. 93A, §11.

163. Defendants' methods of competition and other unfair and deceptive acts practices were willful and knowing within the meaning of G.L. c. 93A, §11.

164. Defendants' misconduct occurred primarily and substantially in Massachusetts.

165. As a direct and proximate cause of the Defendants' unfair and deceptive trade practices, Plaintiffs have suffered and will continue to suffer irreparable harm and damages.

**COUNT VI**  
**CONVERSION**  
**(AGAINST INDIVIDUAL DEFENDANTS)**

166. Plaintiffs repeat and re-allege Paragraphs 1-165 above as though set forth herein.

167. Plaintiffs had full ownership rights of their employees' company-provided cellphones and associated phone numbers.

168. Individual Defendants intentional and wrongfully converted Plaintiffs' property by converting Plaintiffs' cellphones and phone numbers using fraudulent means.

169. Individual Defendants has and had not right to exercise acts of ownership, control or dominion over Plaintiffs' cellphones and phone numbers, particularly insofar as they did with the intent of using such cellphones and phone numbers for the benefit of Howden.

170. Individuals Defendants' unlawful conduct has endangered Plaintiffs and exposes Plaintiffs to immediate and irreparable harm for which there is no adequate remedy at law. Further, as a result of Plaintiffs' conversion, Defendants have suffered or will suffer irreparable harm and other damages, including, but not limited to, loss of current and prospective business, loss of good will, loss of profits, loss of value of trade secrets, loss of customer and/or referral source relationships, and loss of prospective advantageous relationships.

**COUNT VII**  
**MISAPPROPRIATION OF TRADE SECRETS**  
**IN VIOLATION OF G.L. c. 93, §§ 42-42G**  
**(AGAINST ALL DEFENDANTS)**

171. Plaintiffs repeat and re-allege Paragraphs 1-170 above as though set forth herein.

172. Much of Plaintiffs' confidential information constitutes trade secrets protectable under Massachusetts law (G.L. c. 93, §§ 42-42G).

173. Specifically, Plaintiffs' trade secrets include its customer information (inclusive of pricing information and customer lists) – comprises Plaintiffs' trade secrets from which they derive independent economic value and competitive advantage by virtue of its not being accessible, through proper means, to competitors like Howden, which could profit from its use or disclosure.

174. Plaintiffs have invested significant time and money into developing its trade secrets.

175. Plaintiffs have taken reasonable steps to protect and maintain the secrecy of its trade secrets, including without limitation by requiring employees to sign restrictive covenant agreements.add other means—password protected, policies etc.

176. Individual Defendants' access to and knowledge of the trade secrets was acquired under circumstances giving rise to a duty to maintain the information's secrecy and limit its use, a duty which Individual Defendants owed to Plaintiffs both contractually and as employees of Plaintiffs.

177. Upon information and belief, Defendants have, through improper means, taken, retained, used, and/or disclosed Plaintiffs' trade secrets in an effort to divert customers and potential customers from Plaintiffs to Howden. Defendants ongoing solicitation of plaintiff's customers immediately upon resignation as described in the Whatsapp messages and which has already resulted in customer defections clearly reveals that they have retained Brown & Brown customer information to execute such solicitations. Such a campaign could not be undertaken without being in possession of Brown & Brown confidential information.

178. As a direct and proximate cause of the Defendants' misappropriation Plaintiffs have suffered and will continue to suffer irreparable harm and damages.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs respectfully request that the Court grant it the following relief:

- A. Enter a temporary, preliminary, and then permanent injunction against Defendants;
- B. Enter judgment in favor of Brown & Brown and against Defendants for monetary damages, including without limitation direct and consequential damages (including the cost of

Brown & Brown's investigation), punitive damages, and attorneys' fees and costs, as allowed and provided for by law, in an amount to be determined as trial;

- C. Award pre- and post-judgment interest; and
- D. Grant any other and further relief the Court deems just and proper.

Respectfully submitted,

BROWN & BROWN, INC., BROWN &  
BROWN INSURANCE SERVICES, INC.,  
THE HAYS GROUP, INC.,

By their attorneys,

/s/ Melissa L. McDonagh

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