

CAUSE NO. 2026-00841

**ALLIANT INSURANCE
SERVICES INC.**

Plaintiff,

v.

**HOWDEN US SPECIALTY, LLC,
JESSIE GUERRERO, CHRISTINA
MURPHY & SUNNIE FAIRBURN**

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

215th JUDICIAL DISTRICT

TEMPORARY CONSENT INJUNCTION

On January 6, 2026, Plaintiff Alliant Insurance Services, Inc. (“Alliant”) filed its Original Petition and Verified Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction (“TI Application”) against Defendants Howden US Specialty, LLC (“Howden”), Jessie Guerrero, Christina Murphy, and Sunnie Fairburn (collectively, “Individual Defendants” and with Howden, “Defendants,” and with Howden and Alliant, “Parties”). On January 7, 2026, the Parties appeared before Judge TaKasha Francis at a hearing on Alliant’s TRO Application. Judge Francis granted in part and denied in part Alliant’s TRO Application and set a hearing on Alliant’s TI Application for January 16, 2026. The Parties have since agreed to enter into this Temporary Consent Injunction.

Alliant asserts claims against: (1) Guerrero and Murphy for breach of an employee nonsolicitation covenant, (2) Guerrero and Murphy for breach of a client nonsolicitation covenant, (3) the Individual Defendants for breach of a nondisclosure covenant, (4) Howden for aiding and abetting the breach of the duty of loyalty, (5) Howden for tortious interference with contract, and (6) all Defendants for tortious interference with business

relations. Defendants dispute the claims against them.

In the interest of economy and efficiency and without admitting any liability or waiving any rights or defenses—including but not limited to the rights of Defendants Guerrero and Murphy to seek to compel arbitration—the Parties have agreed that the Court shall issue a temporary consent injunction against Defendants.

Based on the foregoing, the following is **ORDERED**:

- a. Individual Defendants, directly or indirectly through others (including others at Howden working at the direction of Individual Defendants), may neither use or disclose any Alliant Confidential Information (as defined in Exhibits 1, 2, and 3 hereto), including, but not limited to, information from the documents addressed in Paragraphs 37-42 of Alliant's TI Application, if such information is in Defendant's possession at the time of the order.
- b. Defendant Guerrero, directly or indirectly through others (including others at Howden working at the direction of Defendant Guerrero), may neither solicit nor induce the termination, non-renewal, or diminishment of business for clients he serviced at Alliant nor solicit or induce any employee with whom he worked at Alliant to leave Alliant, as set forth in sections 8(e)(i)(B) and 8(e)(ii)(B) of Exhibit 1.
- c. Defendant Murphy, directly or indirectly through others (including others at Howden working at the direction of Defendant Murphy), may neither solicit nor induce the termination, non-renewal, or diminishment of business for clients she serviced at Alliant nor solicit or induce any employee with whom she worked at Alliant to leave Alliant, as set forth in sections 8(e)(i)(B) and 8(e)(ii)(B) of Exhibit 2.

It is further **ORDERED** that, for the avoidance of doubt, and notwithstanding anything to the contrary in this Agreed Temporary Injunction or otherwise, nothing in this Agreed Temporary Injunction shall be interpreted to prohibit:

- i. Defendant Howden or any employee thereof except Defendants Guerrero and Murphy from soliciting any customer, prospective customer, or employee of Alliant; and
- ii. Defendants Guerrero and Murphy from soliciting any customer, prospective customer, or employee of Alliant that is not expressly described in sections 8(e)(i)(B) and 8(e)(ii)(B) of Exhibits 1 and 2.

It is further **ORDERED** that this Temporary Injunction shall remain in full force

and effect through a trial on the merits of this matter. The effective date of this Temporary Consent Injunction is the date signed by the Court.

Nothing herein shall prohibit Alliant from seeking additional injunctive relief should it experience a threat of imminent and irreparable harm throughout the remainder of this matter, subject to the reservations of rights and defenses set out above.

The Court hereby **CANCELS** the TI hearing set for [], 2026.

**SIGNED this _____ day of January, 2026, at _____ o'clock
____.m.**

JUDGE PRESIDING