

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

COMPLEX BUSINESS LITIGATION
DIVISION

AON RISK SERVICES, INC. OF FLORIDA,)	
AON RISK SERVICES COMPANIES, INC., and)	
AON GROUP INC.,)	
)	
Plaintiffs,)	Case No.
)	
vs.)	
)	
MARSH USA INC., MARSH & MCLENNAN)	
AGENCY LLC, MICHAEL PARRISH,)	
CAROLINE PARRISH, ROBERT LYNN,)	
MICHAEL LANDA, GISELLE LUGONES,)	
RAYMOND B. SCOTT, ADAM LICKSTEIN,)	
MATTHEW MAFFAI, DEREK CARNEY,)	
SCOTT GARMAN, JULIE LAYTON, and)	
JANETTE WILCOX,)	
)	
Defendants.)	

VERIFIED COMPLAINT

Plaintiffs Aon Risk Services, Inc. of Florida, Aon Risk Services Companies, Inc. and Aon Group Inc. (collectively with their affiliates, “Aon”), by and through their attorneys, for their Verified Complaint against Defendants Marsh USA Inc. and Marsh & McLennan Agency LLC (“MMA,” and with Marsh USA Inc., and their affiliates, “Marsh”), and Michael Parrish, Robert Lynn, Caroline Parrish, Michael Landa, Giselle Lugones, Raymond B. Scott, Adam Lickstein, Matthew Maffai, Derek Carney, Scott Garman, Julie Layton and Janette Wilcox (the “Individual Defendants”), and all those acting in concert with them, hereby allege with knowledge as to themselves and on information and belief as to all other matters, as follows:

NATURE OF THE ACTION

1. This is an action by Aon to redress harm it has sustained from a long-planned and ongoing corporate raid orchestrated by Marsh, a direct competitor in the insurance brokerage market, to misappropriate Aon's proprietary and confidential information and trade secrets ("Aon Confidential Information"), including confidential Aon information concerning its customers, their insurance policies, their compensation of Aon, their policy renewal dates, revenues generated from new and existing business, Aon personnel and their books of business. Aon has learned that Defendants Michael Parrish and Lugones stole this highly sensitive and confidential information and are now exploiting it with the other Defendants to illegally solicit Aon customers on Marsh's behalf. This raid has already stripped Aon of more than 40 key personnel in South Florida, and diverted customers to Marsh. As Aon has also learned, Mr. Parrish on behalf of himself and each of the Individual Defendants, has promised Marsh that he would steal a minimum of \$40 million in Aon business and divert such revenue to Marsh, and Marsh has thus put the Individual Defendants immediately to work fulfilling such commitment, in breach of their obligations to Aon.

2. Aon is a leading global professional services firm providing a broad range of conventional and alternative risk management products and services, including (among other things) insurance and reinsurance brokerage services, health, retirement, employee benefits, and human resources solutions on behalf of national and international clients. Defendant Marsh is one of Aon's many fierce competitors. Although Marsh has long had a presence in Florida, it did not, unlike Aon, invest significant time and resources in its business, leading Defendant Mr. Parrish to frequently remark to his Aon colleagues prior to his departure that Marsh was "irrelevant." Aon, on the other hand, is one of Florida's leading providers of insurance brokerage products and services.

3. Marsh recently announced that it intends to escalate its competition against Aon and others for business in the state of Florida and Aon welcomes any competition on the merits. But rather than build its employee base through valid recruiting practices and developing its own customers through legal marketing and sales practices, Marsh launched a brazen attack designed to misappropriate for itself Aon's proprietary information and trade secrets, and with them a large portion of Aon's personnel and business in South Florida and Aon has no concerns about competing with Marsh on the merits. To accomplish this goal, Marsh covertly recruited (i) Defendant Michael Parrish, Aon's (now former) East Coast Managing Director, (ii) his chief lieutenant, Defendants Rob Lynn, (iii) Defendants Julie Layton, a former Aon Account Management Leader, and Janette Wilcox, a former Resident Managing Director of Aon's Tampa and Jacksonville offices, (iv) senior sales executives (referred to as "Producers") Defendants Giselle Lugones, Michael Landa, Raymond Scott, Derek Carney, Adam Lickstein, and (v) other team members Defendants Caroline Parrish (Michael Parrish's wife), Matthew Maffai and Scott Garman, to betray their fiduciary duties to Aon. The parties conspired instead over an extended period of time to launch a coordinated raid in which many of Aon's most successful Florida Producers and their support teams of brokers, account executives and specialists, all purported to resign *en masse* on June 10 and 11, 2021 in order to accept offers from Marsh for more than double their Aon salaries.

4. In other words, Marsh did not conduct its raid by merely cherry-picking a group of Aon's top sales performers (and we do not opine here whether that alone may have been wrongful)—Marsh also went after entire support teams and practice groups, through every level of Aon's Commercial Risk and Health organization, including administrative assistants, to lift out major portions of Aon's businesses wholesale, including large segments of Aon's Florida-

based Healthcare and Construction teams. In connection with this raid, Marsh further induced the coopted Aon personnel to breach their contractual and fiduciary duties to Aon by misusing and misappropriating Aon's Confidential Information, including, client lists and contacts, non-public information concerning Aon's salary and bonus structures, and composition of client service teams, among others, which Aon's former employees have exploited on Marsh's behalf, in blatant violation of their obligations to Aon. They have also falsely described their departure with untruths including without limitation claims that Aon was getting out of the Healthcare practice, when in fact, Healthcare is one of Aon's fastest growing practices where investments have been material and Defendant Lugones has been in the center of shaping Aon's strategy with access to confidential information not available to other healthcare members of Aon's team. Lugones, in connection with soliciting her former Aon clients, has misrepresented that she was fired by Aon.

5. Once the raid became public, the coopted Aon Producers, brokers, and account executives have set about soliciting even more Aon personnel as well as Aon customers and prospects, in clear violation of non-solicitation covenants in their employment, non-solicitation and other agreements. As a result, in recent days, Aon has had to spend substantial time and effort, at considerable cost, re-staffing its client teams who were previously serviced by the departed Aon employees, and defending those accounts against solicitations by Defendant Lugones and others who now soliciting those clients in breach of their obligations to Aon.

6. Aon only learned about the size and scale of this corrupt scheme when, after months of covert planning, Defendants Michael and Caroline Parrish, Lynn, Lugones, Landa, Wilcox, Carney and Scott simultaneously announced their intention to resign and join Marsh on June 10, 2021. On that same day, four other Aon employees also resigned to join Marsh. Many

of these coopted employees announced their intention to make their resignations effective immediately, including Defendants Parrish, Lugones and Landa, despite their contractual agreement to provide 45 days (Parrish, Lugones) and 90 days (Landa) of advance notice prior to the termination of their employment. Further, while still employees of Aon, they evidently solicited colleagues.

7. Over the next four days, the wave of Aon defectors more than tripled in size, so that, between June 11 and June 14, 2021, 28 additional employees, including Aon Producers and members of their support teams also announced that they were resigning to join Marsh. Since then, four more employees have resigned from Aon, bringing the total number of employees Marsh has lifted out of Aon to 44 employees in less than two weeks, including nine Producers (collectively, the “Former Aon Employees”), constituting a significant portion of Aon’s Florida workforce, who worked with clients equating to tens of millions of dollars in revenue per year.

8. This raid was only made possible through the active betrayal by Defendant Parrish of his fiduciary duties to Aon as a Regional Managing Director of Aon. Parrish served as a member of Aon’s Executive Leadership Team, which entitled him to broad access to Aon’s most sensitive competition information. With this access came unconditional fiduciary duties of loyalty and care that he owed to Aon. His active coordination and leadership of the raid were in contravention of these obligations as well as his contractual obligations to Aon.

9. Upon learning of these illicit activities, Aon promptly initiated an investigation, which included interviews of Aon employees who were recruited by, but ultimately rejected, Marsh’s overtures and remained Aon employees. During such interviews, Aon learned that Marsh’s senior executives and in-house recruiters were well-armed with confidential Aon information concerning salary and benefits structures and the composition of client service teams

supporting individual Producers. Marsh approached potential Aon recruits with rich offers that promised to shower them in cash, including substantial increases in base salaries, hundreds of thousands of dollars in signing bonuses, and lengthy, multi-year guarantees for hundreds of thousands of dollars of additional bonus compensation. When one Aon employee asked a Marsh recruiter how Marsh could afford such rich compensation packages, the recruiter candidly admitted that Marsh's senior management—including President of Marsh U.S. & Canada, Martin South—actually viewed their raid as bargain in that it would result in Marsh “acquiring” all of Aon's most valuable assets—including the employees, customers relationships and intellectual property that Marsh stripped out of the company—without paying Aon a cent in compensation. Another senior Marsh executive indicated that Marsh would be funding its cost of acquiring Aon's colleagues and talent from cash that would otherwise have been made available for traditional mergers and acquisitions.

10. While such stark revelations regarding Marsh's illicit intention were alarming enough, Aon has been equally shocked to learn that Defendants Michael Parrish, Caroline Parrish, Lynn, Lugones, Landa, Layton, Wilcox and likely others began conspiring with Marsh in respect of this scheme months before they resigned. Indeed, Aon employees have described meetings between or among Mr. Parrish, Lynn, Landa and Lugones discussing their departures, including on May 10, 2021 when Mr. Parrish inquired whether Lynn, Landa and Lugones would resign from Aon and go to Marsh. Aon has also learned of extensive efforts by Mr. Parrish, his wife Caroline Parrish, Mr. Lynn and others to arrange meetings between Aon employees and Marsh recruiters in the time period leading up to their resignations to induce those employees to join them at Marsh.

11. During a discussion with a senior Aon executive on June 11, 2021, a day following his resignation, Mr. Parrish came clean about his participation in the Marsh raid, which he admitted had been in the planning stages for months. In fact, Mr. Parrish has complained that he believes he is being used by Marsh as pawn in the competitive battle between Aon and Marsh, including efforts by Marsh's CEO Dan Glaser to undermine Aon's competitive position, especially in light of Aon's publicly announced agreement to merge with Willis Towers Watson Plc. Mr. Parrish also complained to Aon that Marsh's Martin South, without prior discussion or authorization, provided the picture from Mr. Parrish's LinkedIn profile for a news article in the trade press in order to make Mr. Parrish the "face of the raid," which he admitted could result in tens of millions of dollars in damages to Aon. Mr. Parrish also admitted that in connection with his departure from Aon, and without Aon's permission, he downloaded his extensive list of Aon customer contacts, which is Aon's Confidential Information, and that he knew that it was improper to do so. He has not returned that information to Aon even though he is aware that he has no right to use it on Marsh's behalf.

12. During the course of its investigation, Aon has learned that Lugones did the same thing, and weeks before her departure, on May 1, 2021, emailed to her personal email account a spreadsheet entitled, "Copy of Lugones_Book 2020_021221," which is a summary of her book of business, identifies each of her clients, provides dollars figures for existing and new business recently generated from those customers, as well as whether such revenue is recurring or not, all of which is Aon Confidential Information which she has wrongly misappropriated. Another part of the spreadsheet provides confidential information about the customer's insurance policies, the type of policy, their effective and expiration dates, and Aon's year to date commissions and fees,

as well as the identity of the Aon Account Executive who manages the account, all of which is highly sensitive and confidential information.

13. Competitors like Marsh would use such information to identify Aon's most profitable and engaged customers, including those with new and existing recurring revenue, and the dates on which the customer will need to renew its insurance policies. The competitor can target its marketing pitches to those renewal periods, when the customer will be most amenable to such marketing. Furthermore, the competitor can seek to poach the Aon Account Executive who services the customer, to increase the likelihood that the customer will divert its business away from Aon and to the competitor, i.e., Marsh. That is exactly what Lugones intends to do with this Aon Confidential Information, and that is why she stole it, so that she can solicit her former Aon customers on Marsh's behalf.

14. The raid did not end there. The solicitation of 44 Aon colleagues and staff who would predominantly comprise Marsh's new Florida presence, and the theft of Aon Confidential Information was just the first phase. Now that the coopted Aon employees have lifted out their sales teams and support staff and joined Marsh with their Aon client lists and customer policy information and renewal dates, Marsh has put them to work going after the commercial risk customers they previously serviced on Aon's behalf for its Commercial Risk business, especially in the Healthcare and Construction industries, which comprised key parts of Lugones' and Landa's books of business. Mr. Parrish, Lugones and the Individual Defendants are furiously engaged in stealing Aon customers in order to fulfill promises that Mr. Parrish made to Marsh that he and the former Aon employees would divert a minimum of \$40 million of their former Aon business to Marsh.

15. The coopted employees, including Lugones, a key producer in the healthcare market, also solicited Aon colleagues in the company's London healthcare group to join in the defection to Marsh. Lugones and Parrish are engaged in these and other breaches despite the fact that they remains employees of Aon for 45 days following their resignation pursuant to their contractual notice period. Similarly Defendant Landa is subject to a contractual notice period of 90 days (collectively, the "Notice Periods"). Neither Parrish, Lugones, nor Landa's Notice Periods have expired. Accordingly, Parrish, Lugones and Landa remain Aon employees and their blatant breaches of their obligations to Aon constitute violations of their notice obligations.

16. While such disclosures leave no doubt about Defendants' wrong-doing, Aon believes that this is just the tip of the iceberg, and that the findings to date from Aon's on-going investigation present just a small picture of a much wider ranging attack that Defendants designed to misappropriate Aon's human capital, confidential information, customer relationships, revenue, and goodwill in key geographic locations, including South Florida. Aon expects that as its investigation continues, it will uncover more evidence of Defendants' and others' breaches of their duties and obligations to Aon, as well as Marsh's tortious interference with Aon's employment and non-solicitation agreements, tortious interference with Aon's client relationships, and aiding and abetting of breaches of fiduciary duties and restrictive covenants. Indeed, even now, Aon continues to receive regular reports of Former Aon Employees breaching their restrictive covenants by directly or indirectly soliciting their former Aon colleagues and existing and prospective customers.

17. Defendants' efforts to cripple Aon's business in Florida by stealing its confidential information and raiding its employees and customers are unlawful and must be put to an end. Aon therefore brings this action seeking temporary, preliminary and permanent

injunctive relief to halt Defendants' unlawful conduct and obtain damages for those quantifiable injuries Plaintiffs have suffered to date.

PARTIES

A. Plaintiffs

18. Plaintiff Aon Risk Services, Inc. of Florida is a company incorporated under the laws of Florida.

19. Plaintiff Aon Risk Services Companies, Inc. is a company incorporated under the laws of Maryland.

20. Plaintiff Aon Group Inc. is a company incorporated under the laws of Maryland. It is a designated third-party beneficiary authorized to sue to enforce Aon's rights under the terms of the Employment and/or Confidentiality and Non-Solicitation Agreements.

21.

B. Defendants

22. Defendant Marsh USA Inc. is a company organized under the laws of the State of Delaware. It is a wholly-owned subsidiary of Marsh LLC, which is a wholly owned subsidiary of Marsh & McLennan Companies, Inc.

23. Defendant Marsh & McLennan Agency LLC is organized under the laws of the State of Delaware. MMA is a wholly-owned subsidiary of Marsh & McLennan Companies, Inc.

24. Defendant Michael Parrish is a citizen of the state of Florida residing at 400 Alton Road, Apartment 1503, Miami Beach, Florida 33139. Prior to his resignation from Aon, he served as an Aon employee for over 18 years.

25. Defendant Caroline Parrish is a citizen of the state of Florida residing at 400 Alton Road, Apartment 1503, Miami Beach, Florida 33139. Prior her resignation from Aon, she served as an Aon employee for over 20 years.

26. Defendant Robert Lynn is a citizen of the state of Florida residing 2384 Quail Roost Drive, Weston, Florida 33327. Prior to his resignation from Aon, he served as an Aon employee for over 29 years.

27. Defendant Michael Landa is a citizen of the state of Florida residing at 9418 W. Broadview Drive, Bay Harbor, FL 33154. Prior to his resignation from Aon, he served as an Aon employee for over 27 years.

28. Defendant Giselle Lugones is a citizen of the state of Florida residing at 1201 NW 138th Terrace, Pembroke Pines, Florida 33028. Prior to her resignation from Aon, she served as an Aon employee for over 25 years.

29. Defendant Raymond Scott is a citizen of the state of Florida residing at 9206 Tillinghast Drive, Tampa, Florida 33626. Prior to his resignation from Aon, he served as an Aon employee for over 19 years.

30. Defendant Adam Lickstein is a citizen of the state of Florida residing at 2694 Cypress Lane, Weston, Florida 33332. Prior to his resignation from Aon, he served as an Aon employee for over 7 years.

31. Defendant Matthew Maffai is a citizen of the state of Florida residing at 8505 SW 110 Street, Miami, FL 33156. Prior to his resignation from Aon, he served as an Aon employee for over 14 years.

32. Defendant Derek Carney is a citizen of the state of Florida residing at 4463 Scarlet Loop, Wesley Chapel, Florida 33544. Prior to his resignation from Aon, he served as an Aon employee for over 6 years.

33. Defendant Scott Garman is a citizen of the state of Florida residing at 1211 Bayshore Blvd, Indian Rocks Beach, FL 33785. Prior to his resignation from Aon, he served as an Aon employee for over 2 years.

34. Defendant Julie Layton is a citizen of the state of Florida residing at 10353 Milburn Lane, Boca Raton, FL 33498.

35. Defendant Janette Wilcox is a citizen of the state of Florida residing at 13810 Sutton Park Dr. N., Jacksonville, FL 32224.

JURISDICTION & VENUE

36. This Court has subject-matter jurisdiction over this action because the amount in controversy exceeds \$750,000, exclusive of interest, costs, and attorneys' fees.

37. Jurisdiction is proper in Florida because: (1) the Individual Defendants reside in Florida; (2) the Marsh Defendants' tortious conduct has directly resulted in damage in Florida; (3) damages arising from the acts of Marsh and the Individual Defendants occurred in Florida; and (4) the Individual Defendants breached contracts executed in Florida and or governed by Florida law.

38. Venue is proper in Miami-Dade County pursuant to §§ 47.011, 47.021, and 47.051, Fla. Stat. because (i) Aon maintains an office in this County, (ii) Marsh has an office in this County, (iii) multiple of the Individual Defendants reside in this County and there is no singular County where all Defendants reside, (iv) upon information and belief, the Individual

Defendants were recruited in this County by Marsh, and (iv) other unlawful acts alleged in this action took place in this County.

39. This case is properly assigned to the Complex Business Litigation Division of the Eleventh Judicial Circuit given the large number of parties involved in this action, employment-related agreements and relevant terms and conditions at issue, and because the Verified Complaint seeks, among other things, injunctive relief to preclude the Individual Defendants and those acting in concert with them from continuing to breach their contractual and/or fiduciary obligations to Aon and to prevent Marsh from tortiously interfering with Aon's rights under those agreements. For purposes of the Complex Business Litigation Division, the amount in controversy exceeds \$750,000, exclusive of interest, costs, and attorneys' fees.

BACKGROUND

A. Aon's Commercial Risk and Health Solutions Business

40. Aon is a global leader in the provision of conventional and alternative risk management products and services covering the businesses of, among others, insurance brokerage, reinsurance brokerage, benefits consulting, compensation consulting, human resources consulting, human resources and benefits outsourcing, management, investigatory and security consulting, underwriting and claims management and handling, and information systems. Aon's commercial and individual clients are located around the world, and include corporations and businesses of every type and size, insurance companies, professional organizations, independent agents and brokers, governments, and other entities.

41. Through its Commercial Risk and Health Solutions business lines, Aon provides advice and solutions to clients focused on risk advisory, risk transfer and structured solutions that

help organizations and individuals better identify, quantify and manage their risk exposure, and mitigate rising healthcare costs and improve employee health and well-being.

42. At all times relevant to this case, two of Aon's most senior executives within its Commercial Risk and Health Solutions businesses were Michael Parrish, a Regional Managing Director who served as the Head of Aon's East Coast Region, and his deputy Robert Lynn, who served as Aon's East Coast Sales Leader and reported to Mr. Parrish.

43. Mr. Parrish was one of four regional leaders for Aon's U.S. Commercial Risk and Health business, and in his role as Head of the East Region, he was responsible for the performance of Aon's offices from Boston to Miami (except for the Greater New York area). In this role, he had access to highly sensitive Aon Confidential Information that only Aon's most senior executives received, including knowledge and information on all clients, prospects, revenue, profitability and services provided to thousands of clients, across all service and industry offerings and geographies. He also had access to human resources information including salaries, bonuses, equity awards, performance reviews, calibration reports, email addresses and cell phone numbers for every employee in the region including many of the employees who resigned to join Marsh. In summary, he had the keys to the proverbial kingdom. Furthermore, Mr. Parrish managed most of Aon's hiring in Florida, had significant responsibility for raises and promotions, and was involved in negotiating contract terms for many or most of Aon's employees in the region who had employment agreements. This gave him significant influence over Aon's teams and personnel in Florida. Mr. Parrish also worked closely with many of Aon's clients.

44. Aon also granted Parrish and Lynn privileged access to other highly guarded Aon information and trade secrets, including the identity of and information concerning former,

current and prospective Aon customers, customer account needs and preferences, the terms of engagement and transactions between Aon and its customers, revenues, expenses, budgeting, finances and other financial information, and business, marketing and development strategies and plans. Moreover, as a result of his elevation to key Aon business committees, including Aon's National Producer Council (which is comprised of Aon's top 25 producers in the United States), Executive Leadership Team (a group of 231 of Aon's most senior executives among 50,000 employees globally), and U.S. Commercial Risk and Health Executive Committee (a group of just 17 executives), Mr. Parrish was granted privileged access to Aon's top salespeople, and confidential information and trade secrets about Aon's most important clients across all of its service and product lines. During the time period when Mr. Parrish was conspiring with Marsh, he continued to attend meetings of these committees, and absorb highly confidential information about Aon's strategies and customers, including meetings of the Executive Leadership Team on May 12 and 13, 2021, and meetings of the U.S. Commercial Risk and Health Executive Committee on May 10 and May 24, 2021.

45. Messrs. Parrish and Lynn's leadership roles, as well as Defendants Layton and Wilcox's leadership roles as Account Management Leader and Resident Managing Director, respectively, also made them privy to highly confidential information concerning Aon's personnel, including compensation and benefit information of the Producers who reported to them, as well as their books of business. As a professional services organization, Aon's Producers, who are effectively the top salespeople in the company, are the lifeblood of the organization, and they are responsible for developing new customer accounts as well as servicing existing customer accounts. They are also entrusted to maintain significant and long-term relationships with customers' key decision-makers who possess the authority to choose, and

switch, brokerage firms. Three of Aon's key Producers include Lugones, who had a large book of business in the Healthcare Industry, Landa and Scott, for whom Construction comprised a big part their books of business. Scott and Landa generated millions of dollars in revenue for clients with construction risks.

46. In connection with fulfilling such duties, Aon's Producers, along with management personnel, like Messrs. Parrish, Lynn, Layton and Wilcox (prior to their resignations), are granted access to sensitive and confidential information about Aon's customers, including, without limitation, the customers' insurance needs and preferences, risk appetite, pricing and coverage requirements, present premiums, deductibles, collateral levels, commission arrangements, renewal dates, loss history, levels of satisfaction, growth plans, and other information, all of which has been secured through the active service of those clients and that would be greatly beneficial to competitors in soliciting such customers. Aon does not disclose such information to the public.

47. Aon's Producers are also provided with teams of brokers, account executives, account specialists and other staff who support the Producers' work. These employees, including each of the Former Aon Employees at issue, receive extensive training, support, development, client introductions, thousands of dollars in client development expense reimbursements, mentorship and lucrative opportunities from Aon. Aon's teams of Producers and their support staff are trained to work in close coordination to provide the highest quality of service to Aon's customers and be paid for the value provided. Aon devotes substantial resources to the recruitment, training, mentoring, and compensation of employees so they can perform the necessary services for clients, as well as develop and nurture the close relationships

necessary to keep clients and client referral sources satisfied. Aon invests significant resources in developing its employees.

48. Aon does not publicly disclose the compensation and benefits awarded to its Producers or their supporting sales teams, the identity of the customers in their books of business, the revenues they generate from these customers, or the composition of their support staff. Rather this information is carefully guarded as such information, in the hands of a competitor, could be exploited to divert away Aon's top salespeople and their teams (and with them, Aon's most valuable customers) to the competitor.

49. Parrish, Lynn, Layton and Wilcox, and the Producers Team Defendants' access to this highly confidential information well positioned them—once approached by Marsh—to subvert Aon's interests by soliciting their Aon sales teams to join them at Marsh and divert Aon's customers to Marsh, in breach of their fiduciary duties, and confidentiality and non-solicitation obligations. For example, Parrish was involved in hiring most—if not all—of the employees in Aon's East Region that have now defected to Marsh. Therefore, he had information regarding their contracts, promotions, and issues they faced within the Company, if any.

B. Aon Confidential Information and Customer Relationships

50. Aon relies heavily on Aon Confidential Information in providing products and services to its clients.

51. Because the insurance marketplace is a competitive industry, much of the information pertaining to Aon's business plans, products, services, employees and clients is considered by Aon to be confidential and proprietary information, deserving of trade secret protection. Aon has developed and marketed an extremely successful insurance brokerage

operation that is highly dependent upon maintaining the secrecy of this information. The disclosure of these trade secrets and other confidential and proprietary information would disadvantage Aon, as this information is only valuable to the extent Aon is able to maintain its secrecy. Aon's Confidential Information is carefully guarded and is not made accessible to the public or to Aon's competitors without Aon's permission.

52. Aon also expends substantial resources in developing and cultivating client relationships. Aon has developed through great expense significant goodwill embodied in its relationships with its clients and the insurance companies whose products are sought by Aon's clients.

53. Given the competitiveness of the insurance-broking industry, Aon has to work hard to win and keep business. To that end, Aon employees invest significant time—often years—developing and nurturing relationships with Aon's clients and prospects, and Aon invests significant resources in these efforts. Once clients establish a rapport with and develop trust and confidence in Aon Account Executives and Brokers, clients typically renew their relationships with Aon.

54. Given the importance of its client relationships, Aon provides its employees, including the Individual Defendants, with vast resources to serve their clients, including providing training to increase the employees' knowledge and effectiveness, marketing support, computer systems, administrative and clerical support, research, travel and expense reimbursement. Aon's employees also are permitted to use the company's network, experience, data-based analytical tools, methodologies and customized processes, to assist clients.

55. Due to their positions, the Individual Defendants became intimately familiar with Aon's confidential, proprietary and trade secret information, including, without limitation:

- Client lists and client contact information, including phone numbers and email addresses, as well as documents compiling information about Aon’s clients;
- Prospective and existing client lists and targeted business;
- Current and historical client account information, including client needs and preferences, insurance and bond purchasing and buying preferences, premium amounts, terms of prior insurance policies, loss ratios and experiences, exposure data, surety needs and arrangements, as well as compilations thereof;
- Financial information, such as client pricing information and revenue received per client, as well as compilations thereof;
- Insurance program, project and carrier information;
- Aon’s business development plans, products, strategies, revenue projections, financial planning, and accounts receivable information;
- The terms of Aon’s agreements and financial arrangements with its clients;
- Aon’s internal operating, management, selling, marketing, and administrative materials, including Aon compensation plans and the individual identities and compensation information of Aon employees and related information;
- Employee financial information, such as the size and value to Aon of each employee’s client relationships;
- Aon’s methods, processes, proprietary databases, and benchmarking; and
- Sales, marketing and business strategies of Aon.

56. Aon protects its confidential, proprietary, and trade secret information by requiring that such information be stored and remain on Aon’s password-protected network and devices.

57. Aon also has policies concerning the protection of confidential information. For example, employees are required to read and certify annually that they will abide by Aon’s Code of Business Conduct (“Code”), which provides that employees must:

- “Access and share information with colleagues and third parties only on an as needed basis and only as legally authorized”;

- “Never discuss confidential information in places where others may overhear”;
- “Never store or transmit Aon or client data on personally-owned devices” unless they received prior approval and “ensured the data on the device is encrypted”;
- “Securely dispose of customer-related documents and other confidential information”;
- “Use only licensed software authorized by management and installed by approved Aon Software Distribution Systems”;
- “Immediately report all incidents involving suspected or actual unauthorized access, disclosure, alteration, loss, damage or destruction of data or personal information”;
- “Lock drawers, cabinets and doors where confidential information is stored and clear desks at the end of the day or when leaving a work area”; and
- Encrypt confidential data that is transmitted outside of Aon’s custody.

A true and correct copy of the Code is attached hereto as Exhibit 1.

58. The Code prohibits employees from utilizing confidential information for their own personal use. See *id.*

59. Aon’s “Global Information Governance” and “Email” policies prohibit “use of personal or other third party email accounts to conduct Aon business.” True and correct copies of the “Global Information Governance” and “Email” policies are attached hereto as Exhibits 2 and 3.

60. Aon’s “Electronic Transmission of Protected Information” policy requires that “[e]lectronic transmissions (including emails) containing protected information [i.e., confidential, non-public information] must be sent using a secure channel.” A true and correct copy of the “Electronic Transmission of Protected Information” policy is attached hereto as Exhibit 4.

61. Aon's "Encryption Standard" policy requires use of encryption technology so that confidential information is protected. A true and correct copy of the "Encryption Standard" policy is attached hereto as Exhibit 5.

62. Aon's "PCs and Laptops" policy provides that employees are to "never use the firm's hardware for conducting another business"; must not "install personal equipment on Aon PCs or Laptops"; must make "safety and security a priority"; must "ensure the security of our systems through...passwords and PINS"; and that only "Aon approved equipment should be installed on Aon PCs or Laptops." A true and correct copy of the "PC and Laptops" policy is attached hereto as Exhibit 6.

C. **Aon's Employment and Confidentiality and Non-Solicitation Agreements**

63. Aon also protects its knowledge of its clients' needs, its investment in its client relationships and Aon Confidential Information by, among other things, asking employees to enter into agreements which obligate them to protect Aon Confidential Information and return such information at the end of their employment, as well as to refrain from soliciting Aon's customers and employees for a two year period after they depart from Aon.

64. Such obligations are contained in, among other agreements,¹ Aon's Employment Agreements and Confidentiality and Non-Solicitation Agreements. Each of the Individual Defendants is subject to restrictions contained these agreements.² Under such agreements, and

¹ Many of the Former Aon Employees, including Defendants Lugones, Lynn, Maffai, Caroline Parrish, Michael Parrish and Scott, are subject to separate equity award agreements that contain similar two year employee and customer non-solicitation restrictions that contain Illinois choice of law and venue provisions.

² Each of the Employment Agreements and Confidentiality and Non-Solicitation Agreements for the Aon Former Employees, including the Individual Defendants, are materially identical in all relevant respects. A true and correct copy of the Individual Defendants' agreements are attached hereto as Exhibit 7 (Caroline Parrish); 8 (Lynn); 9 (Landa); 10

discussed in further detail below, the Individual Defendants agreed that he or she would use Aon Confidential Information only in connection with their service to Aon and with the company's consent, and would not solicit the Aon customers they had serviced in the recent past, and employees, during their employment with Aon and for a two year period following their departure from Aon (the "Restricted Period").

1. Confidentiality Restrictions

65. The Individual Defendants acknowledged in their respective Employment Agreement or Confidentiality and Non-Solicitation Agreement that "Aon's business depends to a significant degree upon the possession of confidential, proprietary and trade secret information which is not generally known to others," and that Aon had granted access to such confidential information to the Individual Defendants solely "by virtue of [their] employment by the Company, and to assist [them] in the solicitation, production and servicing of client business," solely on Aon's behalf. Ex. 9, §6(a); Ex. 13, §3(a)(i).

66. Based on their acknowledgement of Aon's "legitimate interest in safeguarding Confidential Information from disclosure," and that all of Aon Confidential Information "will be and remain the sole property of Aon during and after the end of employment," Ex 9, §§4(a) 6(a); Ex. 13, §§1(a), 3(a)(i), the Individual Defendants agreed that they would not, except as required in the course of employment or applicable law, "disclose or use during or subsequent to the course of employment, any Confidential Information." Ex 9, §6(a); Ex. 13, §3(a)(i).

67. Both the Employment Agreement and the Confidentiality and Non-Solicitation Agreement define Aon Confidential Information to include, without limitation, non-public "lists

(Lugones); 11, 12 (Scott); 13 (Lickstein); 14 (Maffai); 15 (Carney); 16 (Garman); 17 (Layton); 18 (Wilcox) and 21 (Michael Parrish).

of clients and prospective clients; contract terms and conditions; client information relating to services, insurance, benefits programs, employees, finances, and compensation; copyrighted materials; corporate, management and business plans and strategies; compensation and revenues; methods and strategies of marketing; market research and data; technical know-how; computer software and manuals; policies and procedures; and the conduct of the affairs of Aon.” Ex 9, §6(a); Ex. 13, §3(a)(i).

68. Further, the Individual Defendants agreed that “[u]pon termination of employment or upon the Company’s request (whichever is earlier), the Employee will promptly return to the Company all Confidential Information and all materials and all copies or tangible embodiments of materials involving Confidential Information, and all other Aon property, in the Employee’s possession or control,” except as otherwise provided by law or in the relevant agreements. Ex 9, §6(a); Ex. 13, §3(a)(iii).

2. The Customer Non-Solicitation and Employee Non-Solicitation Restrictions

69. Precisely because of their exposure to highly confidential and commercially sensitive information and trade secrets regarding Aon’s business, clients and personnel, the Employment Agreements and Confidentiality and Non-Solicitation Agreement both contained restrictions limiting the Individual Defendants’ ability to solicit Aon’s clients and employees during and after their departure from Aon (the “Customer Non-Solicitation Restriction” and “Employee Non-Solicitation Restriction,” respectively).

70. Specifically, in connection with the Customer Non-Solicitation Restriction, the Individual Defendants acknowledged in their respective agreements with Aon that “[a]n essential element of the Business is the development and maintenance of personal contacts and relationships with clients and prospective clients,” and that “Aon invests considerable time and

money to develop and maintain client relationships, including payment of employees' salaries, benefits, travel, entertainment and other business expenses and assistance in servicing clients by making available to its employees specially developed and researched industry data, client-specific information, legal advice, accounting support, marketing, advertising and other corporate services, as well as providing training and professional development and valuable confidential business and professional information, toward the development and maintenance of its client relationships and related goodwill." Ex 9, §4(a); Ex. 13, §1(a).

71. Based on their acknowledgment that the "personal identification of clients of Aon with an Aon employee . . . creates the potential for the Employee's appropriation of the benefits of the relationships developed with clients on behalf of and at the expense of Aon," *id.*, the Individual Defendants covenanted and agreed that during the Restricted Period, they would not solicit certain Aon existing and prospective customers who they had served on Aon's behalf during the recent past, and the goodwill for which belong to Aon (the "Restricted Aon Customers"). Specifically, the Individual Defendants agreed they would not, without Aon's consent:

directly or indirectly, call upon, solicit, accept, engage in, service or perform, other than on behalf of Aon, any business of the same type or kind as the business performed by Aon from or with respect to (i) clients of Aon with respect to whom the Employee provided services, either alone or with others, or had a business relationship, or on whose account he worked or became familiar, or supervised directly or indirectly the servicing activities related to such clients, during the twenty-four (24) months prior to the termination of the Employee's employment with the Company and, further provided, such clients were clients of Aon either on the date of termination of Employee's employment with the Company or within twelve (12) months prior to such termination and (ii) prospective clients of Aon which the Employee alone, in combination with others, or in a supervisory capacity, solicited during the six (6) months prior to the end of employment and to which a proposal for services was

rendered by the Company during the six (6) months prior to the end of the Employee's employment with the Company.

Ex 9, §4(d); Ex. 13, §1(b).

72. In their respective Employment Agreement or Confidentiality and Non-Solicitation Agreement, the Individual Defendants also agreed that, during the Restricted Period, he or she would not “directly or indirectly, solicit or induce, or . . . cause any person or other entity to solicit or induce, any employee of Aon to work for the Employee or for any third party or entity, or to leave the employ of Aon.” Ex 9, §4(e); Ex. 13, §1(c).

73. The Individual Defendants further acknowledged and agreed in the Employment Agreement and the Confidentiality and Non-Solicitation Agreement that:

- “Nothing in this Agreement will prohibit the Employee from obtaining a livelihood for himself or his family by being engaged in the Business.” Ex 9, §4(d); Ex. 13, §1(b);
- the Customer and Employee Non-Solicitation Restrictions “provide[d] Aon with reasonable protection for its client and prospective client relationships and employment relationships and its investment therein as above-described, its goodwill, and its Confidential Information,” Ex 9, §4(a); Ex. 13, §1(a);
- the Former Aon Employees' services were “of a unique character which gives them a special value to the Company, the loss of which cannot reasonably or adequately be compensated in damages in an action at law, and that a breach of Section 4 or 6 of this Agreement will result in irreparable and continuing harm to the Company or Aon, or both,” Ex 9, §5; Ex. 13, §2; and
- in the event any of the Former Aon Employees violated the Confidentiality and/or Customer or Employee Non-Solicitation Restrictions, “in addition to any other remedy which the Company or Aon, or both, may have at law or in equity, the Company and Aon will be entitled to temporary, preliminary and permanent injunctive relief for a breach or threatened breach of this Agreement by the Employee (without the need to post any bond or other security).” *Id.*

74. The Employment Agreement also required Lugones, Landa, Lynn and Parrish to furnish any “prospective new employer with a copy of this Agreement,” prior to the commencement of any new employment with a company engaged in the same business as Aon.

Ex 9, §3(c). Indeed, on June 18, 2021, in a letter to Aon from Marsh's chief internal employment counsel, Marsh acknowledged receiving copies of the Employment Agreements and Confidentiality and Non-Solicitation Agreements.

D. Marsh's Raid of Aon

75. Marsh competes with Aon in the provision of insurance brokerage and consulting services addressing a variety of industries and risks, including commercial risk and healthcare. Marsh is the largest such company in the world.

76. Unlike Aon, until the raid of Aon that is the subject of this Complaint, Marsh had no presence of relevance in the State of Florida, a point that Mr. Parrish made to his Aon colleagues when he worked for Aon.

77. Marsh has recently announced that it intends to escalate its competition against Aon for customers in the region.

78. Such scheme came to light on Thursday, June 10, 2021, when 12 Aon employees, including Defendants Michael and Caroline Parrish, Lynn, Landa, Lugones, Scott, Carney, Wilcox and 4 other Aon employees simultaneously resigned. Within three days thereafter, between Friday, June 11 through Monday, June 14, 2021, 28 additional Aon employees resigned, including Defendants Lickstein, Layton, Garman and Maffai. In other words, within just the span of 5 days, 2 senior leaders of Aon's East Coast Region (Messrs. Parrish and Lynn, who had worked for Aon for over 18 and 29 years, respectively), two other managers, Layton and Wilcox, and 9 of Aon's Producers (many of whom had similarly lengthy periods of service to Aon), and 27 members of their teams suddenly resigned from Aon to join Marsh.

79. The following chart identifies Mr. Parrish and Lynn, as well as 9 Producers who resigned from Aon between June 10 through June 14 and the Aon office out of which they worked:

<u>Name</u>	<u>Office Location</u>	<u>Date of Resignation</u>
Derek Carney	Tampa, Florida	June 10, 2021
Adam Brett Corey	Miami, Florida	June 10, 2021
Michael Landa	Aventura, Florida	June 10, 2021
Giselle Lugones	Miami, Florida	June 10, 2021
Robert Lynn	Miami, Florida	June 10, 2021
Michael Parrish	Miami, Florida	June 10, 2021
Raymond Scott	Tampa, Florida	June 10, 2021
Adam Lickstein	Miami, Florida	June 11, 2021
Charles Scheerer	Miami, Florida	June 11, 2021
Michael Ross Brodie	Miami, Florida	June 13, 2021
Jason Landa	Miami, Florida	June 14, 2021

80. The following chart identifies the 29 other Aon employees who resigned between June 10 to June 14. In addition to Defendants Wilcox and Layton, they consist primarily of brokers, account executives, account specialists and other administrative staff who supported the departing Producers:

Name	Title	Office Location	Date of Resignation
Clifford Mawn	Broker	Miami, Florida	June 10, 2021
Veronica Campos	Account Executive	Miami, Florida	June 10, 2021
Caroline Parrish	Broker Manager	Miami, Florida	June 10, 2021
Giavanna Perry	Broker	Miami, Florida	June 10, 2021
Carlos Serio	Account Executive	Miami, Florida	June 10, 2021

Janette Wilcox	Resident Managing Director	Jacksonville, Florida	June 10, 2021
Andrea Amodeo	Account Executive	Miami, Florida	June 11, 2021
Michell Cadalso	Administrative Assistant	Miami, Florida	June 11, 2021
Eli Fisher	Associate Broker	New York	June 11, 2021
Marcia Gallardo	Associate Broker	Miami, Florida	June 11, 2021
Scott Garman	Account Executive	Tampa, Florida	June 11, 2021
Wilda Godinez	Business Services Specialist	Miami, Florida	June 11, 2021
Adriana Gonzalez	Account Executive	Miami, Florida	June 11, 2021
Alfred Gronovius	Account Executive	Miami, Florida	June 11, 2021
Elaina Gronovius	Account Specialist	Miami, Florida	June 11, 2021
Frances Yasmin Sigurani	Bus Services Director	Miami, Florida	June 11, 2021
Elizabeth Olsson	Broker	Atlanta, Georgia	June 11, 2021
Anthony Nowakowski	Account Executive	Miami, Florida	June 11, 2021
Julie Layton	Account Management Leader	Miami, Florida	June 11, 2021
Ana Lopez	Account Executive/Broker	Miami, Florida	June 11, 2021
Matthew Maffai	Account Executive	Miami, Florida	June 11, 2021
Alicia Melian	Account Specialist	Miami, Florida,	June 11, 2021
Gema Milanés	Broker	Miami, Florida	June 11, 2021
Richard Perez	Account Executive/Broker	Miami, Florida	June 11, 2021
Matthew Tahbaz	Account Executive/Broker	Miami, Florida	June 11, 2021
Kathryn Toth	Administrative Assistant	Aventura, Florida	June 11, 2021

Doris Albert	Account Specialist	Miami, Florida	June 13, 2021
Oscar Ima	Account Specialist	Miami, Florida	June 13, 2021
Christopher S. Goodrich	Broker	Miami, Florida	June 14, 2021

81. Despite the fact that Defendants Parrish, Lugones and Landa were subject to Notice Periods during which they remain Aon employees following their resignation, each purported to terminate their employment with Aon effective “immediately.” Aon accordingly was required to remind these Defendants of their contractual notice periods. Notwithstanding such reminders, each Defendant has violated their Notice Periods and has begun working for Marsh immediately.

82. Moreover, it should be noted that Defendants’ misconduct extended far beyond the employees who resigned. Dozens more Aon employees would have resigned and joined Marsh had Aon not acted promptly to counteract Defendants’ illegal raid once it became known, and secured the continuing services of these employees whom Defendants conspired to recruit away from Aon.

E. Aon’s Investigation

83. When, as a result of this spate of resignations, Aon learned of Marsh’s attack on its business, Aon promptly commenced an investigation, including interviews of Aon Producers who were recruited by, but ultimately resisted Marsh’s solicitation, and chose to remain with Aon.

84. Although Aon’s investigation remains in its preliminary stages and is continuing, Aon’s Producers who were unsuccessfully recruited by Marsh have reported that Marsh’s recruiters did not engage in anything resembling a job interview. They did not ask the Producers

about their background. They did not ask the Producers questions about their books of business. They did not ask the Producers about their Aon compensation or what compensation they would require to leave Aon to join Marsh. And they did not ask the Producers about the size or scope of the staff that would be required to support a move to Marsh. It was clear to the Aon Producers that the Marsh recruiters came to the discussion already armed with such confidential information, and were prepared, with no questions asked, to offer rich formulaic increases in base and bonus compensation, over and above their existing Aon compensation packages. For example, one senior producer was told that, “whatever you are making, [Marsh] will give you a 20% increase, sign on bonus, 5 year guarantee” and that if he could bring his whole team, Marsh would “double the salaries” of any mid to junior level executive. Aon’s recruited Producers disclosed that, during their discussions, the Marsh recruiters also identified other Producers and members of their teams that they intended to recruit. As one Aon Producer recalled, Marsh “knew who to call. They said we are going to call your team . . . and they did.” Marsh’s message was clear: it was recruiting full teams, and anyone who declined Marsh’s offer would be left behind alone, without the resources or support needed to service their existing business.

85. This Aon Producer also asked Marsh where it had obtained information about him. The Marsh recruiter informed the Producer that “he had talked to Michael [Parrish] and Rob [Lynn] about him.” During that same conversation, Marsh told the Aon Producer that because Marsh “can’t compete in Florida” against Aon because they were a “quarter of [Aon’s] size,” Marsh was going to use its “war chest to acquire” Aon’s business. In other words, the Marsh recruiter took the position that Marsh could afford to shower prospective Aon hires in cash because Marsh intended to strip Aon of its most valuable assets—including its intellectual property, employees, and customers relationships—without paying any compensation to Aon.

The recruiter warned the Producer that time was running short to make his own decision as to whether he would join Marsh. According to the recruiter, “everyone is coming,” and that a “big group” of Aon employees would be resigning imminently. When the Aon Producer asked the Marsh recruiter whether Marsh would be indemnifying the Aon employees in the likely event that they and Marsh were sued in connection with the raid, the recruiter replied that Marsh “will take care of it” and that it “expected to get sued” and that Marsh was “on top of it.”

86. The Marsh recruiter was not only the person to confirm Mr. Parrish, Mr. Lynn, and the Individual Defendants’ role in the Marsh raid. Aon has also learned that in the time period leading up to the June 10, 2021 resignations, Mr. Parrish, Lynn and the Individual Defendants, including Caroline Parrish, coordinated their departures and recruited others.

87. For example, on May 10, 2021, Mr. Parrish organized and led a secret dinner meeting with Defendants Lynn, Lugones and Landa, and another Aon Producer to gauge their interest in joining Marsh. Parrish was the clear leader of this group. Over the next two weeks, Parrish and Lynn continued to discuss the Marsh opportunity with the Aon Producer, expressing excitement over the opportunity, and making it clear they wanted him to join. After receiving an offer to join Marsh, on June 4, the Aon Producer told Parrish that he intended to decline the offer. Parrish responded that Marsh would increase their offer, and they did. All of this recruitment occurred while Parrish remained an Aon employee.

88. Since Mr. Parrish’s resignation on June 10, 2021, Parrish spoke candidly to a senior Aon executive about his role in orchestrating Marsh’s raid. During the course of such discussions, Mr. Parrish did not deny that he was instrumental in identifying the targets of Marsh’s raid, or that he disclosed confidential Aon Confidential Information, including intelligence about its personnel and customers with Marsh. Nor did he deny that he had provided

personal contact details, including personal cell phone numbers, of Aon employees to the Marsh recruiters, and had leveraged his personal and business relationships with the Producers to introduce them to the Marsh recruiters and arrange recruitment meetings. He also did not deny that Marsh recruiters were able to approach Aon employees with offers in hand that were significantly more than what the Aon employees were paid by Aon because the Marsh recruiters knew through Mr. Parrish the compensation for all of his colleagues.

89. Instead, during Mr. Parrish's discussion with the senior Aon executive, he blamed Marsh for inducing him to engage in illicit conduct. He specifically blamed Marsh's CEO, Dan Glazer, for making him a "pawn" in Marsh's competition with Aon, and the President of Marsh's U.S. and Canada unit, Martin South, for making him the "face" of the raid in press releases announcing the mass exodus of Aon employees to Marsh. During such discussions, Mr. Parrish told Aon's senior executive that Dan Glazer is actively seeking to undermine Aon's competitive position in light of its impending merger with Willis Tower Watson.

90. Defendant Lynn's role as one of the key organizers of the raid is made plain by the fact that, just days after he joined Marsh, on June 17, 2021, he co-hosted, with Marsh's Megan Mclellan (Managing Director, Southeast Zone Sales Leader), a welcome event for the Former Aon Employees in order to "introduce [them] to key resources within the Marsh business who will be key to your success in winning business and servicing clients." In other words, having shepherded over 40 employees out of Aon, Marsh quickly deputized Mr. Lynn and had him reassume his leadership role over the employees who left Aon, and put them to work soliciting their former Aon clients.

91. Aon has recently received further confirmation of these efforts through reports of Marsh personnel spreading false rumors to Aon's employees that Aon is terminating its

healthcare division in Miami to divest itself of assets in connection with the merger. Aon has received reports that Mr. Parrish is spreading similar false rumors to Aon employees, including that Aon plans to eliminate senior sales positions. This is just another step in Defendants' campaign to cripple Aon's operations, including in Florida, and divert Aon's employees and customers to Marsh.

92. As a result of this coordinated and blatant effort to raid Aon's business by lifting out entire groups of Aon salespeople who were dedicated to serving Aon's customers, and leaving no one behind to continue to service these customers, the Defendants have placed tens of millions of dollars in customer revenues at risk, comprising a significant portion of the revenue of Aon's Florida operations.

93. Moreover, despite the damages they have already caused to Aon, it is clear that Defendants' raid is not over and continues unabated to this day. Many of the Former Aon Employees who have joined Marsh are continuing to solicit Aon employees in breach of their Employee Non-Solicitation Restriction. For example, since June 14, 2021, more Aon employees have resigned, raising the total number of raided Aon employees to 44, including:

- former Aon Account Executive/Broker Euan Smart (Miami), who resigned on June 15, 2021;
- former Aon Account Specialist Shalim Camacho (Miami), who resigned on June 16, 2021;
- former Aon Health & Benefits consultant, Michael Haloostock (Miami), who resigned on June 17, 2021; and
- former Aon Account Specialist Gabriela Vasquez (Miami), who resigned on June 17, 2021.

94. Aon has also learned that following her resignation, Defendant former Aon Producer Giselle Lugones has solicited or attempted to solicit employees in Aon's overseas offices in London during her notice period.

95. Further, Aon has received reports that many of Aon's former employees are soliciting their former Aon customers, in breach of their Customer Non-Solicitation Restriction. For example, during the time she worked for Aon, Lugones specialized in the healthcare market, and serviced Aon's healthcare clients. Since her resignation, Aon has received reports that she is soliciting those very same clients on Marsh's behalf, including Florida Woman Care, OB/GYN Specialists of Palm Beach, HealthPro and MedPro. Aon has also received reports that Lugones is soliciting her former Aon client University of Florida Shands, University of Miami, Healthcare District, County of Palm Beach, and the Archdiocese of Miami, and that in the course of such solicitation, Lugones is lying about the circumstances of her departure to Marsh and telling customers that she was "fired" by Aon and is now working on Marsh's behalf.

96. Aon has received reports about other Former Aon Employees soliciting their former Aon customers, including:

- former Aon Producer Defendant Adam Lickstein has solicited two of his former Aon clients, HIG Capital and 39 North;
- former Aon Account Executive Defendant Matthew Maffai has solicited his former Aon client, Brightline;
- former Aon Producer Defendant Raymond Scott has solicited his former Aon client Southeastern Grocers;
- former Aon Producer Defendant Derek Carney solicited their former prospect Helios;
- former Aon Account Executive Adriana Gonzales solicited Aon client Dental Whale in connection with her departure; and
- former Aon Producer Charles Scheerer has solicited his former Aon client Frisbie Group.

97. As a result of these violations, the customers that Mr. Parrish, Lynn and the Individual Defendants previously serviced on Aon's behalf have now begun to issue Broker of Records letter, transferring their business to Marsh. In this regard, Aon is informed and believes

that former Aon Producer Giselle Lugones has secured “Broker of Record,” (“BOR”) letters for at least 2 of her former Aon Accounts (Shands Teaching Hospital and Healthcare District Palm Beach County), in breach of her Customer Non-Solicitation Restriction. A true and correct copy of the Healthcare District and Shands Teaching Hospital BORs are attached hereto as Ex.

19. Aon continues to receives additional BORs from customers of the Former Aon Employees.

98. Aon also learned that the customer re-developing the famous Fontainebleau hotel property (an Aon client of former Producer Michael Landa and Matthew Maffai) has also issued a BOR in favor of Marsh. Prior to their resignations, Landa and Maffai were engaged in extensive negotiations with this client and were only days away from binding a transaction. It would have been impossible for this client to quickly bind a transaction with Marsh without Landa and Maffei’s involvement on Marsh’s behalf. A true and correct copy of the Fontainebleau BORs is attached hereto as Exhibit 20.

99. Aon also learned that, starting on June 11, 2021, the date of his resignation, former Aon Account Executive Anthony Nowakowski began cc’ing Aon business correspondence with an Aon client to his personal “Gmail” email address, indicating that such correspondence would be accessible by him in the future in order to solicit that client on behalf of Marsh.

100. As Aon’s investigation continues it has also learned of the potential misappropriation of Aon Confidential Information by the Former Aon Employees and the Individual Defendants, including by Mr. Parrish and Ms. Lugones. Mr. Parrish has admitted to a senior Aon executive that he had downloaded Aon customer information without Aon permission and that it was improper to do so. Aon also discovered that Lugones sent her Aon customer list, book of business and highly confidential customer information to her personal

email account on May 1, 2021, which she is now using to solicit her former Aon customers in breach her obligations to Aon.

101. It is through this scheme, and not through legitimate competition, that Marsh has sought to cripple Aon's ability to compete in the Florida market and elsewhere. This is improper and should be put to a swift end.

FIRST CAUSE OF ACTION
BREACH OF CONTRACT
(The Individual Defendants -- Restrictive Covenants)

102. Plaintiffs incorporate by reference all allegations contained in Paragraphs 1–101 as though set forth fully herein.

103. The Employment Agreements and the Confidentiality and Non-Solicitation Agreements between Aon and the Individual Defendants are valid, enforceable agreements that impose contractual obligations upon the Individual Defendants.

104. Aon has complied with all material terms of its Employment Agreements and Confidentiality and Non-Solicitation Agreements with the Individual Defendants.

105. Mr. Parrish has materially breached the terms of his Employment Agreement, including the Confidentiality Restriction and the Employee and Customer Non-Solicitation Restrictions by, among other things, directly and indirectly, for himself and/or on behalf of Marsh and other third parties, and without Aon's consent (a) soliciting and inducing Aon employees during the Restricted Period to resign from their employment and join Marsh, including soliciting his Aon team members in meetings attended by Defendants Lynn, Caroline Parrish, Landa and Lugones; (b) calling upon and soliciting Restricted Aon Customers during the Restricted Period; (c) during the Restricted Period, accepting, engaging in, servicing and performing for Restricted Clients business services in competition with Aon; and/or (d)

misappropriating, misusing and exploiting Aon Confidential Information, including his Aon customer contact list, and disclosing confidential information about the books of business of Aon's personnel, as well as confidential compensation, performance, sales and customer information, to Marsh in order to identify targets of Defendants' raid and induce resignations of Aon employees. As a Marsh recruiter told an Aon employee, the recruiter had learned about the employee from "Michael [Parrish] and Rob [Lynn]." Upon information and belief, Mr. Parrish further breached the Employee Non-Solicitation Covenant by organizing the *en masse* resignation of the Former Aon Employees

106. Mr. Lynn has materially breached the terms of his Confidentiality and Non-Solicitation Agreement, including the Confidentiality Restriction and the Employee and Customer Non-Solicitation Restrictions by, among other things, directly and indirectly, for himself and/or on behalf of Marsh and other third parties, and without Aon's consent (a) soliciting and inducing Aon employees during the Restricted Period to resign from their employment and join Marsh, including soliciting his Aon team members in meetings attended by Defendants Michael Parrish, Caroline Parrish, Landa and Lugones; (b) calling upon and soliciting Restricted Aon Customers during the Restricted Period; (c) during the Restricted Period, accepting, engaging in, servicing and performing for Restricted Clients business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information, including disclosing confidential information about the books of business of Aon's personnel, as well as confidential compensation, performance, sales and customer information, to Marsh in order to identify targets of Defendants' raid and induce resignations of Aon employees. As a Marsh recruiter told an Aon employee, the recruiter had learned about the employee from "Michael [Parrish] and Rob [Lynn]." Upon information and belief, Lynn further breached the

Employee Non-Solicitation Covenant by organizing the *en masse* resignation of the Former Aon Employees.

107. Caroline Parrish has materially breached the terms of her Confidentiality and Non-Solicitation Agreement, including the Confidentiality Restriction and the Employee and Customer Non-Solicitation Restrictions by, among other things, directly and indirectly, for herself and/or on behalf of Marsh and other third parties, and without Aon's consent (a) soliciting and inducing Aon employees during the Restricted Period to resign from their employment and join Marsh, including soliciting her Aon team members in meetings attended by Defendants Michael Parrish and Michael Lynn; (b) calling upon and soliciting Restricted Aon Customers during the Restricted Period; (c) during the Restricted Period, accepting, engaging in, servicing and performing for Restricted Clients business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information, including disclosing confidential information about the books of business of Aon's personnel, as well as confidential compensation, performance, sales and customer information, to Marsh in order to identify targets of Defendants' raid and induce resignations of Aon employees. Upon information and belief, Caroline Parrish further breached the Employee Non-Solicitation Covenant by organizing the *en masse* resignation of the Former Aon Employees.

108. Michael Landa has materially breached the terms of his Employment Agreement and Confidentiality and Non-Solicitation Agreement, including the Confidentiality Restriction and the Employee and Customer Non-Solicitation Restrictions by, among other things, directly and indirectly, for himself and/or on behalf of Marsh and other third parties, and without Aon's consent (a) soliciting and inducing Aon employees during the Restricted Period to resign from their employment and join Marsh, including in meetings with Defendants Mr. Parris, Lynn and

Lugones; (b) calling upon and soliciting Restricted Aon Customers during the Restricted Period, including on information and belief the customer re-developing the famous Fontainebleau hotel property; (c) during the Restricted Period, accepting, engaging in, servicing and performing for Restricted Clients business services in competition with Aon, including the customer re-developing the Fontainebleau hotel property, which has resulted in a BOR; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information, including disclosing confidential information about the books of business of Aon's personnel, as well as confidential compensation, performance, sales and customer information, to Marsh in order to identify targets of Defendants' raid and induce resignations of Aon employees. Upon information and belief, Landa further breached the Employee Non-Solicitation Covenant by organizing the *en masse* resignation of the Former Aon Employees.

109. Giselle Lugones has materially breached the terms of her Employment Agreement, including the Confidentiality Restriction and the Employee and Customer Non-Solicitation Restrictions by, among other things, directly and indirectly, for herself and/or on behalf of Marsh and other third parties, and without Aon's consent (a) soliciting and inducing Aon employees during the Restricted Period to resign from their employment and join Marsh, including employees in Aon's London offices, and in meeting with Defendants Mr. Parrish, Landa and Lynn; (b) calling upon and soliciting Restricted Aon Customers during the Restricted Period, including Florida Woman Care, OB/GYN Specialists of Palm Beach, HealthPro and MedPro, as well as University of Florida Shands, University of Miami, Healthcare District, County of Palm Beach, and the Archdiocese of Miami, and, in the course of such solicitations, lying about the circumstances of her departure to Marsh and telling customers that she was "fired" by Aon; (c) during the Restricted Period, accepting, engaging in, servicing and

performing for Restricted Clients business services in competition with Aon, which has resulted in BORs from Shands Teaching Hospital & Clinics, Inc., and Healthcare District, County of Palm Beach and/or (d) misappropriating, misusing and exploiting Aon Confidential Information, including her Aon customer list, book of business records and confidential customer records, which she is using now to solicit her former Aon clients. Lugones also disclosed confidential information about the books of business of Aon's personnel, as well as confidential compensation, performance, sales and customer information, to Marsh in order to identify targets of Defendants' raid and induce resignations of Aon employees. Upon information and belief, Lugones further breached the Employee Non-Solicitation Covenant by organizing the *en masse* resignation of the Former Aon Employees

110. Raymond B. Scott has materially breached the terms of his Confidentiality and Non-Solicitation Agreement, including the Confidentiality Restriction and the Employee and Customer Non-Solicitation Restrictions by, among other things, directly and indirectly, for himself and/or on behalf of Marsh and other third parties, and without Aon's consent (a) soliciting and inducing Aon employees during the Restricted Period to resign from their employment and join Marsh; (b) calling upon and soliciting Restricted Aon Customers during the Restricted Period, including Southeastern Grocer; (c) during the Restricted Period, accepting, engaging in, servicing and performing for Restricted Clients business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information, including disclosing confidential information about the books of business of Aon's personnel, as well as confidential compensation, performance, sales and customer information, to Marsh in order to identify targets of Defendants' raid and induce resignations of Aon employees. Upon

information and belief, Scott further breached the Employee Non-Solicitation Covenant by organizing the *en masse* resignation of the Former Aon Employees.

111. Adam Lickstein has materially breached the terms of his Confidentiality and Non-Solicitation Agreement, including the Confidentiality Restriction and the Employee and Customer Non-Solicitation Restrictions by, among other things, directly and indirectly, for himself and/or on behalf of Marsh and other third parties, and without Aon's consent (a) soliciting and inducing Aon employees during the Restricted Period to resign from their employment and join Marsh; (b) calling upon and soliciting Restricted Aon Customers during the Restricted Period, including HIG Capital and 39 North; (c) during the Restricted Period, accepting, engaging in, servicing and performing for Restricted Clients business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information, including disclosing confidential information about the books of business of Aon's personnel, as well as confidential compensation, performance, sales and customer information, to Marsh in order to identify targets of Defendants' raid and induce resignations of Aon employees. Upon information and belief, Lickstein further breached the Employee Non-Solicitation Covenant by organizing the *en masse* resignation of the Former Aon Employees.

112. Matthew Maffai has materially breached the terms of his Confidentiality and Non-Solicitation Agreement, including the Confidentiality Restriction and the Employee and Customer Non-Solicitation Restrictions by, among other things, directly and indirectly, for himself and/or on behalf of Marsh and other third parties, and without Aon's consent (a) soliciting and inducing Aon employees during the Restricted Period to resign from their employment and join Marsh; (b) calling upon and soliciting Restricted Aon Customers during the Restricted Period, including on information and belief the customer re-developing the

Fontainebleau hotel property and Brightline; (c) during the Restricted Period, accepting, engaging in, servicing and performing for Restricted Clients business services in competition with Aon, including the customer re-developing the Fontainebleau hotel property, which has resulted in a BOR; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information, including disclosing confidential information about the books of business of Aon's personnel, as well as confidential compensation, performance, sales and customer information, to Marsh in order to identify targets of Defendants' raid and induce resignations of Aon employees. Upon information and belief, Maffai further breached the Employee Non-Solicitation Covenant by organizing the *en masse* resignation of the Former Aon Employees.

113. Derek Carney has materially breached the terms of his Confidentiality and Non-Solicitation Agreement, including the Confidentiality Restriction and the Employee and Customer Non-Solicitation Restrictions by, among other things, directly and indirectly, for himself and/or on behalf of Marsh and other third parties, and without Aon's consent (a) soliciting and inducing Aon employees during the Restricted Period to resign from their employment and join Marsh; (b) calling upon and soliciting Restricted Aon Customers during the Restricted Period, including Helios; (c) during the Restricted Period, accepting, engaging in, servicing and performing for Restricted Clients business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information, including disclosing confidential information about the books of business of Aon's personnel, as well as confidential compensation, performance, sales and customer information, to Marsh in order to identify targets of Defendants' raid and induce resignations of Aon employees. Upon information and belief, Carney further breached the Employee Non-Solicitation Covenant by organizing the *en masse* resignation of the Former Aon Employees.

114. Scott Garman has materially breached the terms of his Confidentiality and Non-Solicitation Agreement, including the Confidentiality Restriction and the Employee and Customer Non-Solicitation Restrictions by, among other things, directly and indirectly, for himself and/or on behalf of Marsh and other third parties, and without Aon's consent (a) soliciting and inducing Aon employees during the Restricted Period to resign from their employment and join Marsh; (b) calling upon and soliciting Restricted Aon Customers during the Restricted Period, including Helios; (c) during the Restricted Period, accepting, engaging in, servicing and performing for Restricted Clients business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information, including disclosing confidential information about the books of business of Aon's personnel, as well as confidential compensation, performance, sales and customer information, to Marsh in order to identify targets of Defendants' raid and induce resignations of Aon employees. Upon information and belief, Garman further breached the Employee Non-Solicitation Covenant by organizing the *en masse* resignation of the Former Aon Employees.

115. Julie Layton has materially breached the terms of her Confidentiality and Non-Solicitation Agreement, including the Confidentiality Restriction and the Employee and Customer Non-Solicitation Restrictions by, among other things, directly and indirectly, for herself and/or on behalf of Marsh and other third parties, and without Aon's consent (a) soliciting and inducing Aon employees during the Restricted Period to resign from their employment and join Marsh; (b) calling upon and soliciting Restricted Aon Customers during the Restricted Period, (c) during the Restricted Period, accepting, engaging in, servicing and performing for Restricted Clients business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information, including disclosing

confidential information about the books of business of Aon's personnel, as well as confidential compensation, performance, sales and customer information, to Marsh in order to identify targets of Defendants' raid and induce resignations of Aon employees. Upon information and belief, Layton further breached the Employee Non-Solicitation Covenant by organizing the *en masse* resignation of the Former Aon Employees.

116. Janette Wilcox has materially breached the terms of her Confidentiality and Non-Solicitation Agreement, including the Confidentiality Restriction and the Employee and Customer Non-Solicitation Restrictions by, among other things, directly and indirectly, for herself and/or on behalf of Marsh and other third parties, and without Aon's consent (a) soliciting and inducing Aon employees during the Restricted Period to resign from their employment and join Marsh; (b) calling upon and soliciting Restricted Aon Customers during the Restricted Period, (c) during the Restricted Period, accepting, engaging in, servicing and performing for Restricted Clients business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information, including disclosing confidential information about the books of business of Aon's personnel, as well as confidential compensation, performance, sales and customer information, to Marsh in order to identify targets of Defendants' raid and induce resignations of Aon employees. Upon information and belief, Wilcox further breached the Employee Non-Solicitation Covenant by organizing the *en masse* resignation of the Former Aon Employees.

117. The Individual Defendants' breaches of contract have caused Aon to suffer significant irreparable and monetary damages, including lost revenue as a result of Restricted Aon Customers switching their business to Marsh, costs incurred in responding to and recovering

from Defendants' raid, as well as loss of employees, current and future customer relationships, reputation and goodwill, and market share.

118. If the Individual Defendants are not enjoined from further breaching their agreements with Aon, Aon will likely continue to lose employees, clients and suffer additional irreparable and monetary harm.

119. Aon lacks an adequate remedy at law and is entitled to injunctive relief and monetary damages in an amount to be determined at trial.

120. Aon has retained the undersigned counsel and has agreed to pay them a reasonable fee to bring this action.

121. Pursuant to their Employment Agreements and Confidentiality and Non-Solicitation Agreements, the Individual Defendants are liable to compensate Aon for its reasonable fees and costs (including attorneys' fees) incurred in bringing this action and enforcing the covenants set out therein. See, e.g., Ex. 9 , §5 & Ex. 13, §2.

122. Section 542.335 of the Florida Statutes requires that courts enforce valid restrictive covenants by any appropriate and effective remedy including, but not limited to, temporary and permanent injunctions. § 542.335(1)(j), Fla. Stat.

123. Section 542.335 of the Florida Statutes further provides that a court may award attorney's fees and costs to the prevailing party in any action seeking enforcement of a restrictive covenant. § 542.335(1)(k), Fla. Stat.

WHEREFORE, Aon is entitled to temporary, preliminary and permanent injunctive relief prohibiting the Individual Defendants from further breaches of their respective Employment Agreements and Confidentiality and Non-Solicitation Agreements, and further demands judgment against the Individual Defendants for monetary damages in an amount to be proven at

trial, interest, costs of this action, attorney's fees, and for all further relief this Court deems just and proper.

SECOND CAUSE OF ACTION
BREACH OF CONTRACT
(Defendants Parrish, Lugones and Landa – Notice Periods)

124. Plaintiffs incorporate by reference all allegations contained in Paragraphs 1–101 as though set forth fully herein.

125. The Employment Agreements between Aon and Defendants Parrish, Lugones and Landa are valid, enforceable agreements that impose contractual obligations upon the Defendants.

126. Aon has complied with all material terms of its Employment Agreements with Defendants Parrish, Lugones and Landa.

127. Defendants Parrish, Lugones and Landa have materially breached the Notice Periods in their respective Employment Agreements with Aon by immediately commencing employment with Marsh and, on Marsh's behalf, and without Aon's consent (a) soliciting and inducing Aon employees during the Restricted Period to resign from their employment and join Marsh; (b) calling upon and soliciting their Restricted Aon Customers during the Restricted Period; (c) during the Restricted Period, accepting, engaging in, servicing and performing for their Restricted Clients business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information.

128. Defendants Parrish, Lugones and Landa's breaches of contract have caused Aon to suffer significant irreparable and monetary damages, including lost revenue as a result of Restricted Aon Customers switching their business to Marsh, costs incurred in responding to and

recovering from Defendants' raid, as well as loss of employees, current and future customer relationships, reputation and goodwill, and market share.

129. If Defendants Parrish, Lugones and Landa are not enjoined from further breaching their agreements with Aon, Aon will likely continue to lose employees, clients and suffer additional irreparable and monetary harm.

130. Aon lacks an adequate remedy at law and is entitled to injunctive relief and monetary damages in an amount to be determined at trial.

131. Aon has retained the undersigned counsel and has agreed to pay them a reasonable fee to bring this action.

132. Pursuant to their Employment Agreements, Defendants Parrish, Lugones and Landa are liable to compensate Aon for its reasonable fees and costs (including attorneys' fees) incurred in bringing this action and enforcing the Notice Periods set out therein. See, e.g., Ex. 9, §3(b)(ii), 5 & Ex. 13, §2.

WHEREFORE, Aon is entitled to temporary, preliminary and permanent injunctive relief prohibiting Defendants Parrish, Lugones and Landa from further breaches of their respective Employment Agreements, and further demands judgment against these defendants for monetary damages in an amount to be proven at trial, interest, costs of this action, attorney's fees, and for all further relief this Court deems just and proper.

THIRD CAUSE OF ACTION
BREACH OF DUTY OF LOYALTY
(The Individual Defendants)

133. Plaintiffs incorporate by reference all allegations contained in Paragraphs 1–101 as though set forth fully herein.

134. At all times during their employment by Aon, pursuant to applicable law and agreements governing the Individual Defendants' relationships with Aon, the Individual Defendants owed fiduciary duties, including, but not limited to, a duty of loyalty, to Plaintiffs at all times that they were employed by Aon, up to and until the termination of their employment with Aon.

135. Mr. Parrish has materially breached his duty of loyalty by, among other things (a) soliciting and inducing Aon employees during the Restricted Period, including prior to the termination of their Aon employment, to resign from their employment and join Marsh, including soliciting his Aon team members in meetings attended by Defendants Robert Lynn, Caroline Parrish, Landa and Lugones; (b) on his own and Marsh's behalf, calling upon and soliciting Restricted Aon Customers during the Restricted Period, including prior to the termination of his Aon employment; (c) during the Restricted Period, including prior to the termination of his Aon employment and on his own and Marsh's behalf, accepting, engaging in, servicing and performing for Restricted Aon Customers business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information, including (i) disclosing confidential information about the books of business of Aon's personnel, as well as confidential compensation, performance, sales and customer information, to Marsh in order to identify targets of Defendants' raid and induce resignations of Aon employees. As a Marsh recruiter told an Aon employee, the recruiter had learned about the employee from "Michael [Parrish] and Rob [Lynn]," and (ii) his Aon customer list, which he is using now to solicit his former Aon clients. Upon information and belief, Mr. Parrish further breached his duty of loyalty by organizing the *en masse* resignation of the Former Aon Employees.

136. Lynn has materially breached his duty of loyalty by, among other things (a) soliciting and inducing Aon employees during the Restricted Period, including prior to the termination of their Aon employment, to resign from their employment and join Marsh, including soliciting his Aon team members in meetings attended by Defendants Michael Parrish and Caroline Parrish, Landa and Lugones; (b) on his own and Marsh's behalf, calling upon and soliciting Restricted Aon Customers during the Restricted Period, including prior to the termination of his Aon employment; (c) during the Restricted Period, including prior to the termination of his Aon employment and on his own and Marsh's behalf, accepting, engaging in, servicing and performing for Restricted Aon Customers business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information, including disclosing confidential information about the books of business of Aon's personnel, as well as confidential compensation, performance, sales and customer information, to Marsh in order to identify targets of Defendants' raid and induce resignations of Aon employees. As a Marsh recruiter told an Aon employee, the recruiter had learned about the employee from "Michael [Parrish] and Rob [Lynn]." Upon information and belief, Lynn further breached his duty of loyalty by organizing the *en masse* resignation of the Former Aon Employees.

137. Caroline Parrish has materially breached her duty of loyalty by, among other things (a) soliciting and inducing Aon employees during the Restricted Period, including prior to the termination of their Aon employment, to resign from their employment and join Marsh, including soliciting her Aon team members in meetings attended by Defendants Robert Lynn and Michael Parrish; (b) on her own and Marsh's behalf, calling upon and soliciting Restricted Aon Customers during the Restricted Period, including prior to the termination of her Aon employment; (c) during the Restricted Period, including prior to the termination of her Aon

employment and on her own and Marsh's behalf, accepting, engaging in, servicing and performing for Restricted Aon Customers business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information, including disclosing confidential information about the books of business of Aon's personnel, as well as confidential compensation, performance, sales and customer information, to Marsh in order to identify targets of Defendants' raid and induce resignations of Aon employees. Upon information and belief, Caroline Parrish further breached the duty of loyalty by organizing the *en masse* resignation of the Former Aon Employees.

138. Landa has materially breached his duty of loyalty by, among other things (a) soliciting and inducing Aon employees during the Restricted Period, including prior to the termination of their Aon employment which has not yet expired and is subject to his Notice Period, to resign from their employment and join Marsh, including in meetings with Defendants Mr. Parris, Lynn, and Lugones; (b) on his own and Marsh's behalf, calling upon and soliciting Restricted Aon Customers during the Restricted Period, including prior to the termination of his Aon employment; (c) during the Restricted Period, including prior to the termination of his Aon employment and on his own and Marsh's behalf, accepting, engaging in, servicing and performing for Restricted Aon Customers business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information, including disclosing confidential information about the books of business of Aon's personnel, as well as confidential compensation, performance, sales and customer information, to Marsh in order to identify targets of Defendants' raid and induce resignations of Aon employees. Upon information and belief, Landa further breached the duty of loyalty by organizing the *en masse* resignation of the Former Aon Employees.

139. Lugones has materially breached her duty of loyalty by, among other things (a) soliciting and inducing Aon employees during the Restricted Period, including prior to the termination of their Aon employment, to resign from their employment and join Marsh, including Aon employees in London, and in meetings with Defendants Mr. Parrish, Landa and Lynn; (b) on her own and Marsh's behalf, calling upon and soliciting Restricted Aon Customers during the Restricted Period, including prior to the termination of her Aon employment which has not yet expired and is subject to the Notice Period; (c) during the Restricted Period, including prior to the termination of her Aon employment and on her own and Marsh's behalf, accepting, engaging in, servicing and performing for Restricted Aon Customers business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information, including (i) disclosing confidential information about the books of business of Aon's personnel, as well as confidential compensation, performance, sales and customer information, to Marsh in order to identify targets of Defendants' raid and induce resignations of Aon employees and (ii) her Aon customer list and book of business and confidential customer information, which she is using now to solicit her former Aon clients. Upon information and belief, Lugones further breached her duty of loyalty by organizing the *en masse* resignation of the Former Aon Employees.

140. Raymond Scott has materially breached his duty of loyalty by, among other things (a) soliciting and inducing Aon employees during the Restricted Period, including prior to the termination of his Aon employment, to resign from their employment and join Marsh; (b) on his own and Marsh's behalf, calling upon and soliciting Restricted Aon Customers during the Restricted Period, including prior to the termination of his Aon employment; (c) during the Restricted Period, including prior to the termination of his Aon employment and on his own and

Marsh's behalf, accepting, engaging in, servicing and performing for Restricted Aon Customers business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information. Upon information and belief, Scott further breached his duty of loyalty by organizing the *en masse* resignation of the Former Aon Employees.

141. Lickstein has materially breached his duty of loyalty by, among other things (a) soliciting and inducing Aon employees during the Restricted Period, including prior to the termination of his Aon employment, to resign from their employment and join Marsh; (b) on his own and Marsh's behalf, calling upon and soliciting Restricted Aon Customers during the Restricted Period, including prior to the termination of his Aon employment; (c) during the Restricted Period, including prior to the termination of his Aon employment and on his own and Marsh's behalf, accepting, engaging in, servicing and performing for Restricted Aon Customers business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information. Upon information and belief, Lickstein further breached his duty of loyalty by organizing the *en masse* resignation of the Former Aon Employees

142. Maffai has materially breached his duty of loyalty by, among other things (a) soliciting and inducing Aon employees during the Restricted Period, including prior to the termination of his Aon employment, to resign from their employment and join Marsh; (b) on his own and Marsh's behalf, calling upon and soliciting Restricted Aon Customers during the Restricted Period, including prior to the termination of his Aon employment; (c) during the Restricted Period, including prior to the termination of his Aon employment and on his own and Marsh's behalf, accepting, engaging in, servicing and performing for Restricted Aon Customers business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting

Aon Confidential Information. Upon information and belief, Maffai further breached his duty of loyalty by organizing the *en masse* resignation of the Former Aon Employees

143. Carney has materially breached his duty of loyalty by, among other things (a) soliciting and inducing Aon employees during the Restricted Period, including prior to the termination of his Aon employment, to resign from their employment and join Marsh; (b) on his own and Marsh's behalf, calling upon and soliciting Restricted Aon Customers during the Restricted Period, including prior to the termination of his Aon employment; (c) during the Restricted Period, including prior to the termination of his Aon employment and on his own and Marsh's behalf, accepting, engaging in, servicing and performing for Restricted Aon Customers business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information. Upon information and belief, Carney further breached his duty of loyalty by organizing the *en masse* resignation of the Former Aon Employees

144. Garman has materially breached his duty of loyalty by, among other things (a) soliciting and inducing Aon employees during the Restricted Period, including prior to the termination of his Aon employment, to resign from their employment and join Marsh; (b) on his own and Marsh's behalf, calling upon and soliciting Restricted Aon Customers during the Restricted Period, including prior to the termination of his Aon employment; (c) during the Restricted Period, including prior to the termination of his Aon employment and on his own and Marsh's behalf, accepting, engaging in, servicing and performing for Restricted Aon Customers business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information. Upon information and belief, Garman further breached his duty of loyalty by organizing the *en masse* resignation of the Former Aon Employees.

145. Layton has materially breached her duty of loyalty by, among other things (a) soliciting and inducing Aon employees during the Restricted Period, including prior to the termination of her Aon employment, to resign from their employment and join Marsh; (b) on her own and Marsh's behalf, calling upon and soliciting Restricted Aon Customers during the Restricted Period, including prior to the termination of his Aon employment; (c) during the Restricted Period, including prior to the termination of her Aon employment and on her own and Marsh's behalf, accepting, engaging in, servicing and performing for Restricted Aon Customers business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information. Upon information and belief, Layton further breached her duty of loyalty by organizing the *en masse* resignation of the Former Aon Employees.

146. Wilcox has materially breached her duty of loyalty by, among other things (a) soliciting and inducing Aon employees during the Restricted Period, including prior to the termination of her Aon employment, to resign from their employment and join Marsh; (b) on her own and Marsh's behalf, calling upon and soliciting Restricted Aon Customers during the Restricted Period, including prior to the termination of his Aon employment; (c) during the Restricted Period, including prior to the termination of her Aon employment and on her own and Marsh's behalf, accepting, engaging in, servicing and performing for Restricted Aon Customers business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information. Upon information and belief, Wilcox further breached her duty of loyalty by organizing the *en masse* resignation of the Former Aon Employees

147. The Individual Defendants' breaches of their fiduciary duties of loyalty have caused Aon to suffer significant irreparable and monetary damages, including lost revenue as a result of Restricted Aon Customers switching their business to Marsh, costs incurred in

responding to and recovering from Defendants' raid, as well as loss of employees, current and future customer relationships, reputation and goodwill, and market share.

148. The Individual Defendants' actions in breaching their fiduciary duties to Plaintiffs resulting in substantial damage and irreparable harm to Plaintiffs were taken maliciously and were the result of their willful misconduct.

149. Aon lacks an adequate remedy at law and is entitled to injunctive relief and monetary damages in an amount to be determined at trial.

WHEREFORE, Aon is entitled to temporary, preliminary and permanent injunctive relief prohibiting Defendants Parrish, Lugones and Landa from further breaches of their duties of loyalty, and further demands judgment against the Individual Defendants for monetary damages in an amount to be proven at trial, interest, costs of this action, attorney's fees, and for all further relief this Court deems just and proper.

FOURTH CAUSE OF ACTION
(Tortious Interference with Contractual Relations)
(Defendant Marsh)

150. Plaintiffs incorporate by reference all allegations contained in Paragraphs 1–101 as though set forth fully herein.

151. The Employment Agreements and the Confidentiality and Non-Solicitation Agreements between Aon and the Individual Defendants are valid, enforceable agreements that impose contractual obligations upon the Individual Defendants.

152. At all times relevant to this case, Marsh knew that the Individual Defendants had entered into Employment Agreements and the Confidentiality and Non-Solicitation Agreements with Aon. The Employment Agreement require that the signatory Aon employee furnish any “prospective new employer with a copy of this Agreement,” prior to the commencement of any

new employment with a company engaged in the same business as Aon. Ex. 9, §3(c).

Furthermore, on information and belief, as a regular part of their recruitment process, Marsh asked prospective hires if they had notice periods and/or restrictive covenant agreements with Aon. Furthermore, in a letter to Aon on June 18, 2021, Marsh's chief internal employment counsel acknowledged receiving copies of the Individual Defendants' Employment Agreements and Confidentiality and Non-Solicitation Agreements.

153. In any event, Marsh knows that companies like Aon and others in the insurance brokerage industry require their employees to sign agreement with notice period and restrictive covenants. By virtue of the fact that Marsh requires its own employees to sign agreements with very similar notice periods and restrictive covenants as those used by Aon, Marsh knew, or reasonably should have known, that the Individual Defendants (along with the other Former Aon Employees) had non-solicitation and confidentiality agreements with Aon, and that at least some of them—like Defendants Parrish, Lugones and Landa—had Notice Periods. Indeed, Marsh is currently suing a competitor and its former employees to enforce non-solicitation agreements. *See, e.g., Marsh & McLennan Agency, LLC v. Teros Advisors, LLC*, 20-CV-02679 (N.D.Cal. Apr. 17, 2021). As a result of such knowledge, when an Aon Producer asked a Marsh recruiter whether Marsh would be indemnifying the Aon employees in the likely event that they and Marsh were sued in connection with the raid, the recruiter replied that Marsh “will take care of it” and that it “expected to get sued” and that Marsh was “on top of it.” In other words, the Marsh recruiter was aware of the restrictive covenants and Notice Periods in Aon's agreement with the Individual Defendants and confirmed that preparation for a lawsuit were already underway.

154. Upon information and belief, Marsh for its benefit, intentionally, maliciously, without any privilege to do so, and by improper motive or means, induced the Individual Defendants to breach their respective Employment Agreements and Confidentiality and Non-Solicitation Agreements by, among other things, (a) soliciting and inducing Aon employees during the Restricted Period to resign from their employment and join Marsh; (b) calling upon and soliciting Restricted Aon Customers during the Restricted Period; (c) during the Restricted Period, accepting, engaging in, servicing and performing for Restricted Clients business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information.

155. Upon information and belief, such interference further includes, but is not limited to, Marsh coordinating and urging the Individual Defendants to directly or indirectly (a) solicit and recruit each other and the other Former Aon Employees to resign and leave the employ of Aon *en masse* and (b) solicit their Restricted Aon Customers by having other Marsh employees solicit the Restricted Aon Customers on the Individual Defendants' behalves (to conceal their participation) but using Aon Confidential Information, including confidential customer information and preferences, that the Individual Defendants have disclosed to Marsh in breach of their confidentiality obligations to Aon.

156. Furthermore, upon information and belief, Marsh for its benefit, intentionally, maliciously, without any privilege to do so, and by improper motive or means, induced Defendants Parrish, Lugones and Landa to violate their Notice Periods and immediately commence their employment with Marsh following their resignations from Aon.

157. Marsh actively solicited, induced, encouraged, and aided the Individual Defendants to breach each of the above-referenced contractual obligations, and thus caused them

to breach their respective Employment Agreements and the Confidentiality and Non-Solicitation Agreements. But for Marsh's interference, Aon had a reasonable expectation of maintaining their existing business and relationships during the Restricted Period with respect to both personnel and customer accounts.

158. Marsh's conduct was and is intentional, without privilege or justification, and was accomplished through improper means and with an improper purpose.

159. Marsh's conduct has caused Aon to suffer significant irreparable and monetary damages, including lost revenue as a result of Restricted Aon Customers switching their business to Marsh, costs incurred in responding to and recovering from Defendants' raid, as well as loss of employees, current and future customer relationships, reputation and goodwill, and market share.

160. If Marsh is not enjoined from further interfering the Individual Defendants' agreements with Aon, Aon will likely continue to lose employees, clients and suffer additional irreparable and monetary harm.

161. Aon lacks an adequate remedy at law and is entitled to injunctive relief and monetary damages in an amount to be determined at trial.

WHEREFORE, Aon is entitled to temporary, preliminary and permanent injunctive relief prohibiting Marsh from further interference with the Individual Defendants' respective Employment Agreements and Confidentiality and Non-Solicitation Agreements, and further demands judgment against Marsh for monetary damages in an amount to be proven at trial, interest, costs of this action, attorney's fees, and for all further relief this Court deems just and proper.

FIFTH CAUSE OF ACTION
(Tortious Interference with Aon Client Contracts and Business Relations)
(All Defendants)

162. Plaintiffs incorporate by reference all allegations contained in Paragraphs 1–101 as though set forth fully herein.

163. Aon has contractual relationships with its clients, pursuant to which Aon earns revenue in exchange for services. The agreements that Aon enters into with its clients establish contractual relationships between the parties. Marsh uses similar contractual agreements with its clients.

164. Upon information and belief, Defendants for their benefit intentionally, maliciously, without any privilege to do so, and by improper motive or means, induced various Restricted Aon Customers, including existing and prospective clients, to breach their agreement(s) and/or terminate their business relationships with Aon.

165. Upon information and belief, Defendants unlawfully interfered with Aon’s relationships with various Restricted Aon Customers including but not limited to the clients which have already tendered BORs, by, among other things, directly or indirectly soliciting Restricted Aon Customers on Marsh’s behalf during the Restricted Period, in the hope that such Restricted Aon Customers would transfer their business to Marsh; soliciting and/or accepting business from Restricted Aon Customers for the benefit of Defendants in violation of Aon’s restrictive covenants, and/or utilizing Aon Confidential Information, including stolen customer lists, to solicit business from Restricted Aon Customers for Marsh’s benefit.

166. Defendants’ conduct has caused Aon to suffer significant irreparable and monetary damages, including lost revenue as a result of Restricted Aon Customers ending their relationships with Aon and/or switching their business to Marsh, costs incurred in responding to

and recovering from Defendants' raid, as well as loss of employees, current and future customer relationships, reputation and goodwill, and market share.

167. If Defendants not enjoined from further interfering with Aon's relationships with its existing and prospective clients, Aon will likely continue to lose employees, clients and suffer additional irreparable and monetary harm.

168. Aon lacks an adequate remedy at law and is entitled to injunctive relief and monetary damages in an amount to be determined at trial.

169. WHEREFORE, Aon is entitled to temporary, preliminary and permanent injunctive relief prohibiting Defendants from further interference with Aon's client relationships and contracts, and further demands judgment against Defendants for monetary damages in an amount to be proven at trial, interest, costs of this action, attorney's fees, and for all further relief this Court deems just and proper.

SIXTH CAUSE OF ACTION
(Aiding and Abetting Breach of Duty of Loyalty)
(Defendant Marsh)

170. Plaintiffs incorporate by reference all allegations contained in Paragraphs 1–101 as though set forth fully herein.

171. The Individual Defendants owed Aon fiduciary duties of loyalty during their employment.

172. As a sophisticated business competing in the ultra-competitive insurance brokerage business, Marsh knew or should have known that the Individual Defendants owed a duty of loyalty to Aon during the course of their employment.

173. The Individual Defendants have materially breached their duties of loyalty by, among other things (a) soliciting and inducing Aon employees during the Restricted Period,

including prior to the termination of their Aon employment, to resign from their employment and join Marsh; (b) on their own and Marsh's behalf, calling upon and soliciting Restricted Aon Customers during the Restricted Period, including prior to the termination of their Aon employment; (c) during the Restricted Period, including prior to the termination of their Aon employment and on their own and Marsh's behalf, accepting, engaging in, servicing and performing for Restricted Aon Customers business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information.

174. Upon information and belief, Marsh assisted, induced, encouraged and directed the Individual Defendants and those acting in concert with them, including other Former Aon Employees, to breach their respective duties of loyalty to Aon, in ways described above.

175. Furthermore, the BORs that Aon has received from clients, all of which were received within days of the Individual Defendants leaving, are *prima facie* evidence that Marsh encouraged and/or directed the Individual Defendants to speak to these clients while they were still employed by Aon, including during their Notice Periods, to ensure that their business would transfer to Marsh as quickly as possible

176. Marsh's conduct has caused Aon to suffer significant irreparable and monetary damages, including lost revenue as a result of Restricted Aon Customers switching their business to Marsh, costs incurred in responding to and recovering from Defendants' raid, as well as loss of employees, current and future customer relationships, reputation and goodwill, and market share.

177. The Individual Defendants' actions in breach of their fiduciary duties owed to Plaintiffs and resulting in substantial damage and irreparable harm to Plaintiffs were taken maliciously and were the result of their willful misconduct.

178. Marsh knowingly participated in, and benefitted from, the breaches of fiduciary duties described above.

179. The breaches of fiduciary duties described herein, in which Marsh knowingly participated and encouraged, have caused and, unless enjoined, will continue to cause damages and irreparable harm to Plaintiffs.

180. Aon lacks an adequate remedy at law and is entitled to injunctive relief and monetary damages in an amount to be determined at trial.

WHEREFORE, Aon is entitled to temporary, preliminary and permanent injunctive relief prohibiting Marsh for further aiding and abetting Defendants Parrish, Lugones and Landa from further breaches of their duties of loyalty, and further demands judgment against Marsh for monetary damages in an amount to be proven at trial, interest, costs of this action, attorney's fees, and for all further relief this Court deems just and proper.

SEVENTH CAUSE OF ACTION
(Aiding and Abetting Breach of Restrictive Covenants)
(Defendant Marsh)

181. Plaintiffs incorporate by reference all allegations contained in Paragraphs 1–101 as though set forth fully herein.

182. The Employment Agreements and the Confidentiality and Non-Solicitation Agreements between Aon and the Individual Defendants are valid, enforceable agreements that impose contractual obligations upon the Individual Defendants.

183. At all times relevant to this case, Marsh knew or should have known that the Individual Defendants had entered into Employment Agreements and the Confidentiality and Non-Solicitation Agreements with Aon, and that those agreements contained confidentiality and non-solicitation restrictions.

184. The Individual Defendants have materially breached the terms of their respective Employment Agreement and/or Confidentiality and Non-Solicitation Agreement, including the Confidentiality Restriction and the Employee and Customer Non-Solicitation Restrictions by, among other things, directly and indirectly, for themselves and/or on behalf of Marsh and other third parties, and without Aon's consent (a) soliciting and inducing Aon employees during the Restricted Period to resign from their employment and join Marsh; (b) calling upon and soliciting Restricted Aon Customers during the Restricted Period; (c) during the Restricted Period, accepting, engaging in, servicing and performing for Restricted Clients business services in competition with Aon; and/or (d) misappropriating, misusing and exploiting Aon Confidential Information.

185. Upon information and belief, Marsh assisted, induced, encouraged and directed the Individual Defendants and those acting in concert with them, including other Former Aon Employees, to breach their restrictive covenants, in ways described above.

186. Furthermore, the BORs that Aon has received from clients, all which were received within days of the Individual Defendants leaving, are *prima facie* evidence that Marsh encouraged and/or directed the Individual Defendants to speak to these clients while they were still employed Aon, including during their Notice Periods, to ensure that their business would transfer to Marsh as quickly as possible

187. Marsh's conduct has caused Aon to suffer significant irreparable and monetary damages, including lost revenue as a result of Restricted Aon Customers switching their business to Marsh, costs incurred in responding to and recovering from Defendants' raid, as well as loss of employees, current and future customer relationships, reputation and goodwill, and market share.

188. The Individual Defendants' actions in breach of their restrictive covenants have resulted in substantial damage and irreparable harm to Plaintiffs were taken maliciously and were the result of their willful misconduct.

189. Marsh knowingly participated in, and benefitted from, the breaches of the restrictive covenants described above.

190. The breaches of restrictive covenants described herein, in which Marsh knowingly participated and encouraged, have caused and, unless enjoined, will continue to cause damages and irreparable harm to Plaintiffs.

191. If Marsh is not enjoined from further aiding and abetting breaches of the Individual Defendants' restrictive covenants, Aon will likely continue to lose employees, clients and suffer additional irreparable and monetary harm.

192. Aon lacks an adequate remedy at law and is entitled to injunctive relief and monetary damages in an amount to be determined at trial.

193. WHEREFORE, Aon is entitled to temporary, preliminary and permanent injunctive relief prohibiting Marsh from further aiding and abetting breaches of the restrictive covenants contained in the Individual Defendants' Employment Agreements and Confidentiality and Non-Solicitation Agreements, and further demands judgment against Marsh for monetary damages in an amount to be proven at trial, interest, costs of this action, attorney's fees, and for all further relief this Court deems just and proper.

EIGHTH CAUSE OF ACTION
(Violation of Florida Deceptive and Unfair Trade Practices Act, § 501.202, Fla. Stat.)
(Defendant Marsh)

194. Plaintiffs incorporate by reference all allegations contained in Paragraphs 1–101 as though set forth fully herein.

195. Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”) was enacted, in part, to promote and protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionably, deceptive, or unfair acts or practices in the conduct of any trade or commerce. Fla. Stat. § 501.202.

196. Marsh has engaged in unconscionable, deceptive acts and unfair practice and competition by coordinating an internal scheme to lawfully diminish Aon’s capabilities in Florida and elsewhere through the coordinated raid of more than forty (40) employees, including the Individual Defendants.

197. Marsh’s acts and practices are unfair, unconscionable and/or deceptive as its coordinated raid on Aon and luring away of the Individual Defendants and other Former Aon Employees and knowingly caused the Individual Defendants to breach their fiduciary duties of loyalty to Aon. Such breach were not incidental, but rather were the intended effect of coordinating the Individual Defendants’ *en masse* resignations with other Former Aon Employees.

198. Marsh’s intention for coordinating this *en masse* departure is immediately apparent. As direct competitors, Aon and Marsh share the same prospective clients. Aon’s relationships with existing clients and prospective clients is fostered, developed and maintained through its employees, including, until recently, the Former Aon Employees. Rather than fairly compete for clients, Marsh decided to pilfer them by tapping directly into the clients’ and prospective clients’ relationship with the Individual Defendants and the other Former Aon Employees relationships which were garnered and strengthened at considerable expense to Aon.

199. Marsh’s acts and practices, individually and collectively, are injurious to consumers of reinsurance brokerage and consulting business.

200. Marsh's acts and practices, individually and collectively, are damaging to Aon's legitimate business activities in that Aon has been damaged in its ability to fairly compete with Marsh in the insurance brokerage market due to Marsh's scheme to unlawfully take a significant portion of Aon's insurance brokerage team in Florida and elsewhere, who were Aon's primary points of contact with their clients and prospective clients in that market.

201. Upon information and belief, a further goal of Marsh's raid on Aon was to obtain confidential and proprietary information of Aon possessed by, or known to, the Individual Defendants and the Former Aon Employees. Such confidential and proprietary information includes, but is not limited to, client lists, contact information, contract details and/or pricing information.

202. Marsh's conduct has caused Aon to suffer significant irreparable and monetary damages, including lost revenue as a result of Restricted Aon Customers switching their business to Marsh, costs incurred in responding to and recovering from Defendants' raid, as well as loss of employees, current and future customer relationships, reputation and goodwill, and market share.

WHEREFORE, Aon demands judgment against Marsh for monetary damages in an amount to be proven at trial, interest, costs of this action, attorney's fees, and for all further relief this Court deems just and proper.

NINTH CAUSE OF ACTION
(Temporary, Preliminary, and Permanent Injunctive Relief)
(All Defendants)

203. Plaintiffs incorporate by reference all allegations contained in Paragraphs 1–101 as though set forth fully herein.

204. Aon has legitimate business interests justifying the restrictive covenants contained in the Employment and Confidentiality and Non-Solicitation Agreements, including, among

other things, valuable confidential and proprietary business information and trade secrets; substantial relationships with Restricted Aon Customers; a business image of dependability, stability, and client service; office stability and morale; and incalculable investments in their employees and clients and prospective client relationships.

205. The restrictive covenants in Aon's agreements with the Individual Defendants are reasonably necessary to protect Aon's legitimate business interests.

206. Section 542.335 of the Florida Statutes requires that courts enforce valid non-solicitation and non-competition agreements by any appropriate and effective remedy including, but not limited to, temporary and permanent injunctions. Fla. Stat., § 542.335(1)(j).

207. Defendants' wrongful conduct has caused Aon to lose outstanding Producers, some of whom were responsible for leading Aon's Healthcare and Construction practices, jeopardized millions of dollars in existing and potential business, and other intangible assets such as customer good will. Defendant's ongoing misconduct has the potential to cause further damage to Aon in ways that are incapable of precise calculation and for which monetary damages alone are inadequate.

208. Defendants' raid of Aon extended far beyond the 44 employees who have resigned to date. Dozens more Aon employees would have resigned and joined Marsh had Aon not acted promptly to counteract Defendants' illegal raid once it became known, and secured the continuing services of these employees who Marsh and the Individual Defendants conspired to recruit away from Aon.

209. Unless the Individual Defendants are enjoined from breaching their contracts and duties to Aon, and unless Marsh is enjoined from tortiously interfering with those contracts or aiding and abetting those breaches, Aon will continue to suffer irreparable harm.

210. Unless Defendants are enjoined from further solicitation of Aon's employees and further solicitation, acceptance and servicing of Restricted Aon Customers, Aon will suffer irreparable harm in ways that are incapable of precise calculation, and for which monetary damages alone are inadequate.

211. Unless the Defendants' conduct is preliminarily and permanently enjoined Aon will lose additional Restricted Aon Customers which will cause irreparable harm by way of loss of client relationships, client goodwill, and client revenues; threat to office stability, morale, and procedures; and present and future economic loss.

212. In the absence of a preliminary and permanent injunction, the damage to Aon's business and the loss of client goodwill, which Aon has built through the expenditure of substantial effort and expense as detailed above, would be incalculable. Aon stands to not only lose clients and employees to a competitor, but also lose the referrals from existing clients. These unlawful acts will also result in tarnishing of Aon's image of dependability, stability, and client service, the loss of client confidence, the loss of talent to a competitor, and the loss of office stability and morale. Only a preliminary and permanent injunction can prevent the irreparable harm that Defendants will continue to cause and seek to achieve.

213. If Defendants are permitted to solicit, accept business from and/or provide services to Restricted Aon Customers by obtaining BORs as prohibited by the agreements, Aon will be irreparably harmed.

214. There is no adequate remedy at law to compensate Aon for the harm that it will incur as a result of the Individual Defendants' continued breach of their respective agreements with Aon and/or fiduciary duties for the benefit of Marsh and the Individual Defendants agreed that Aon would suffer irreparable harm in their agreements.

215. There is a substantial likelihood that Aon will prevail on the merits of this action.

216. Aon has a clear legal right to injunctive relief.

217. The threatened and continuing injury to Aon outweighs any threatened harm an injunction may cause the Defendants.

218. A temporary, preliminary and permanent injunction will serve the public interest.

219. A temporary, preliminary and permanent injunction should be entered against Marsh, enjoining Marsh from soliciting, accepting business from and providing services to Restricted Aon Customers and/or which were obtained by the Individual Defendants or the other Former Aon Employees as a result of solicitations by those employees in breach of their obligations to Aon.

220. Marsh should also be ordered to divest itself of any clients who have already tendered BORs since the Individual Defendants' departure, and/or any other former clients of Aon which became clients of Marsh through their misconduct.

221. Aon has retained the undersigned counsel and have agreed to pay them a reasonable fee to bring this action.

222. Pursuant to their Employment Agreements and Confidentiality and Non-Solicitation Agreements, the Individual Defendants are liable to compensate Aon for its reasonable fees and costs (including attorneys' fees) incurred in bringing this action and enforcing the covenants set out therein. *See, e.g.*, Ex. 9 , §5 & Ex. 13, §2.

223. Section 542.335 of the Florida Statutes provides that a court may award attorney's fees and costs to the prevailing party in any action seeking enforcement of a restrictive covenant. § 542.335(k) Fla. Stat.

WHEREFORE, Aon demands judgment against Defendants a follows:

A. A Temporary Restraining Order, followed by a Preliminary and Permanent Injunction which temporarily, preliminarily and permanently enjoins and restrains:

1. Defendants, and anyone acting in concert with them, from violating, or aiding, assisting, inducing or participating in the violation of, any of the terms of the Individual Defendants' or other Former Aon Employees' respective Employment or Confidentiality and Non-Solicitation Agreements, including, during the Restricted Period, accepting, engaging in, servicing and performing for Restricted Clients business services in competition with Aon;

2. Defendants, and anyone acting in concert with Defendants, from utilizing, divulging, disclosing or misusing any Aon Confidential Information (as defined by the Individual Defendant's Employment or Confidentiality and Non-Solicitation Agreements with Aon) and trade secrets, including, without limitation, lists of clients and prospective clients; contract terms and conditions; client information relating to services, insurance, benefits programs, employees, finances, and compensation; copyrighted materials; corporate, management and business plans and strategies; compensation and revenues; methods and strategies of marketing; market research and data; technical know-how; computer software and manuals; policies and procedures; the conduct of the affairs of Aon; and any of the information listed in Paragraphs 1–101.

3. Defendants Parrish, Lugones, and Landa from violating their obligations to Aon during their respective Notice Periods, including acting for, or behalf of, Marsh during the term of their Notice Periods, as may be equitably extended by the Court given their failure to honor their Notice Periods following their resignations;

- B. Requiring Defendants to immediately return all of Aon's Confidential Information (as defined by the Individual Defendant's Employment or Confidentiality and Non-Solicitation Agreements with Aon) and trade secrets;
- C. Requiring Marsh to divest itself of any clients which have already tendered BORs or any other former clients of Aon which became clients of Marsh through its misconduct as alleged in this action;
- D. An order requiring Defendants to preserve all documents, electronically stored information and other information relevant to factual allegations and claims contained within this Verified Complaint, 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 the Individual Defendants and any other Former Aon Employee; between Marsh and any of the Former Aon Employees; between Defendants and any Aon employee; and between Defendants and any Aon client or prospective client;
- E. An order granting temporary, preliminary and permanent injunctive relief in accord with Paragraphs A.1 to 3 above, and as separately may be requested at a preliminary injunction hearing and any trial;
- F. An order granting expedited discovery in connection with a preliminary injunction hearing in this matter;
- G. A declaratory judgment in Aon's favor that the restrictive covenants contained in the Employment and Confidentiality and Non-Solicitation Agreements are valid and enforceable;
- H. An order awarding Aon its damages, in an amount to be determined at trial;

I. An order awarding Aon pre- and post-judgment interest as allowed by law, as well as its attorneys' fees and costs of this action, pursuant to Fla. Stat. § 542.335(k) and the Individual Defendants' agreements with Aon; and

J. An order awarding any and all other available damages and such other and further relief as the Court deems just and proper.

DATED: Miami, Florida
June 24, 2021

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By: */s/ Olga M. Vieira*

John F. O'Sullivan (Bar No. 143154)
Olga Marie Vieira (Bar No. 29783)
johnosullivan@quinnemanuel.com
olgavieira@quinnemanuel.com
2601 South Bayshore Drive, Suite 1550
Miami, FL 33133
Tel.: (305) 439-5008

Andrew M. Berdon (pro hac vice pending)
Kimberly M. Carson (pro hac vice pending)
andrewberdon@quinnemanuel.com
kimberlycarson@quinnemanuel.com
51 Madison Avenue, 22nd Floor
New York, NY 10010
Tel.: (212) 849-7000
Fax: (212) 849-7100

Counsel for Plaintiffs

DEMAND FOR JURY TRIAL

Aon demands a trial by jury on the claims and issues that are triable by jury.

VERIFICATION

I, Scott A. Allman, an authorized representative of Plaintiffs Aon Risk Services, Inc. of Florida, Aon Risk Services Companies, Inc., and Aon Group Inc. (collectively, "Aon"), declare under penalties of perjury that I have read the foregoing and believe the facts alleged therein are true and correct based upon my personal knowledge, information and records available to me, and reasonable investigation performed by Aon.



Name: Scott A. Allman

Title: Chief Operating Officer, US East Region