

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

AON RISK SERVICES NORTHEAST,
INC.,

Plaintiff,

v.

MICHAEL KORNBLAU, TYLER
WENDLEKEN, KARRYN ANGOFF,
MARSH U.S.A. INC., MARSH &
McLENNAN COMPANIES, INC., &
DOES 1-50, inclusive,

Defendants.

CASE NO. 10-CV-2244

FIRST AMENDED COMPLAINT

This is an action by Aon Risk Services Northeast, Inc. (“Aon”) to secure damages and injunctive relief against former employees Michael Kornblau, Tyler Wendleken, and Karryn Angoff, and their new employer Marsh U.S.A. Inc. and/or Marsh & McLennan Companies, Inc. for their collective efforts to steal Aon trade secrets, poach Aon clients, and rob Aon of its key employees so that Aon no longer had brokers with existing relationship with the targeted clients. The Defendants did so through the patently illegal downloading of Aon proprietary trade secret information, unlawful disclosures of Aon trade secrets, and other unfair and unlawful activities – including soliciting Aon business before the employees left Aon’s employ – all so that the Defendants could enjoy the benefits of transferring a pre-packaged book of business directly to Marsh without delay and without Aon’s knowledge.

Within the first few days of the employee departures, Defendants wrongfully moved business to Marsh, resulting in loss to Aon in an amount to be proven at trial but well in excess of the jurisdictional limits of this Court. These acts violate statutory law of the United States, the common law of New York, and breach enforceable contractual non-competition obligations and

others owed by Michael Kornblau and Karryn Angoff, who, together with Marsh, spearheaded this illegal effort. Aon prays for damages and injunctive relief as set forth below.

I.
THE PARTIES

1. Plaintiff Aon is a corporation duly organized and existing under the laws of the State of New York. Aon is in the business of providing a wide variety of insurance brokerage consulting and related services through numerous groups, including the Aon Trade Credit Group (hereafter “Aon Trade Credit”) relevant herein.

2. Upon information and belief, Defendant Marsh U.S.A., Inc. is a corporation duly organized and existing under the laws of the State of Delaware qualified to conduct business in the State of New York and has done so at all relevant times alleged herein.

3. Upon information and belief, Defendant Marsh & McLennan Companies, Inc. is a corporation duly organized and existing under the laws of the State of Delaware qualified to conduct business in the State of New York and has done so at all relevant times alleged herein.

4. Defendants Marsh U.S.A. Inc. and Marsh & McLennan Companies, Inc. are collectively referred to herein as “Marsh.”

5. Upon information and belief, Defendant Michael Kornblau (“Kornblau”) is an individual who resides in the State of New York. Kornblau is a former senior executive of Aon Trade Credit who announced his resignation on February 5, 2010 and immediately became employed at Marsh, Aon’s competitor.

6. Upon information and belief, Defendant Tyler Wendleken (“Wendleken”) is an individual who resides in the State of New York. Wendleken is a former employee of Aon Trade Credit who announced his resignation on February 2, 2010 and immediately became employed at Marsh.

7. Upon information and belief, Defendant Karryn Angoff (“Angoff”) is an individual who resides in the State of New York. Angoff is a former employee of Aon Trade Credit who announced her resignation on February 3, 2010, and immediately became employed at Marsh.

8. Kornblau, Wendleken, and Angoff are sometimes collectively referred to herein as “the Former Employee Defendants.”

9. The true names and capacities, whether individual, corporate, association, partnership, or otherwise, of the Defendants named as Does 1-50, inclusive, are unknown to Aon, who therefore sues these defendants by such fictitious names. Aon will seek leave to amend this Complaint to show their true names and capacities when the same are ascertained.

10. Upon information and belief, at all times pertinent hereto, each of the Defendants was the aider, abettor, or co-conspirator of each of the other Defendants; that each of the Defendants acted within the course and scope of such conspiracy or in the course and scope of a common plan and scheme to be described below; and that each such Defendant was in some manner responsible for the acts and omissions alleged in this Complaint.

11. The Former Employee Defendants, Marsh, and Does 1-50 are collectively referred to herein as “Defendants.”

II. **JURISDICTION AND VENUE**

12. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 because this action arises under the laws of the United States. This Court also has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 because the state law claims are so related to the claims arising under the laws of the United States that they form part of the same case or controversy under Article III of the United States Constitution.

13. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to these claims occurred within the Southern District of New York and because at least one defendant resides within the Southern District of New York and all defendants reside within the State of New York.

III.
STATEMENT OF FACTS

A. Aon's Trade Credit Practice

14. Aon is in the business of providing comprehensive insurance, risk management and employee benefits consulting services to clients, including risk identification and assessment; insurance program design, placement and administration; specialized brokerage services; risk management consulting; and loss control consulting. Aon is licensed as an insurance broker in the State of New York, and markets and provides its services throughout the State of New York and elsewhere throughout the eastern United States.

15. Aon delivers its services through separate groups unique to particular insurance product lines and specialties. One of the most specialized service groups within Aon is the Aon Trade Credit Group (“Aon Trade Credit”).

16. Among the services Aon Trade Credit provides include designing, arranging, and negotiating credit insurance and finance packages, often along with political risk insurance and advice for the protection of international trade and foreign investments. Credit insurance protects a company's accounts receivables from bankruptcy, and can help with credit control, bad debt protection, and can lower the need for bank borrowing.

17. Aon Trade Credit, and Aon as a whole, has a reputation for expertise in the insurance industry, and has developed, through great expense, significant good will embodied in

its relationships with its clients and the insurance companies whose products are sought by Aon clients.

18. In order to develop and maintain its relationships with its clients and insurance companies, Aon has devoted substantial resources across its variety of services groups to the recruitment, training, 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 a significant amount of resources in developing its personnel primarily through a mentoring process of “on-the-job” training.

19. Because credit insurance and related products in particular require skills, expertise, and extensive financial management knowledge beyond the more usual financial background of insurance professionals in general, Aon Trade Credit employees require extensive financial training with additional investment by Aon. Their skills are more comparable to those of a financial analyst for an investment bank than a typical insurance broker.

B. Aon Possesses Protectable Trade Secrets

20. As a provider of specialized credit insurance consulting services, Aon’s principal asset is the goodwill embodied in the relationships it has with current clients, its reputation in the marketplace with respect to prospective clients, the identity of its customer representatives, the amount and manner of business done on an annual basis with those customers, and the terms and conditions of that business. Aon as a whole, as well as Aon Trade Credit, typically enjoys long-term relationships with its clients. Once clients establish a rapport with Aon account executives, professionals and staff, clients typically renew their relationship with Aon. 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 propriety information, deserving of the utmost protection as Aon's "trade secrets." That is particularly true of the information maintained by Aon Trade Credit because it is such a highly specialized practice area. It can take months and sometimes years of working with a client before it decides to purchase this type of insurance. It is also true that those same clients tend to be repeat clients. In other words, once a client has secured trade credit insurance for a project, that client is more likely to consider it for future projects. Similarly, not all insurance companies offer trade credit insurance. Like the relationship-building efforts Aon undertakes with potential clients, Aon spends time and resources establishing and building relationships with insurance companies to develop insurance products at affordable prices for sale to its customers.

21. Among the types of information Aon considers to be its trade secrets within its Trade Credit practice, without limitation, include the identities of its clients and their key insurance purchasing decisionmakers, compilations of clients and client contacts, Aon's pricing structures, its negotiated commission rates with insurance carriers, management and business plans and strategies, the contracts it has with its clients and the terms thereof, as well as Aon clients' policies numbers, buying histories and preferences, future business needs, premium amounts, fee arrangements, and the salaries and benefits Aon provides to its employees. The disclosure of this confidential and proprietary information would put Aon in a competitively disadvantageous position, as this information is only valuable to the extent Aon is able to maintain its secrecy.

22. These valuable trade secrets and confidential and proprietary information are known only to senior Aon executives, Aon professional staff, to the extent necessary for them to provide the services for which they were retained, and Aon client representatives, to the extent necessary for them to provide the services for which they were retained. Aon maintains the

secrecy of its trade secrets by, among other protective efforts, restricting access, communicating policies to its employees that prohibit the use or disclosure of Aon trade secrets for non-business purposes, restricting access to offices which house such documents, and password protecting computer access to only Aon employees.

23. Aon's development and safeguarding of these valuable business assets have permitted it to expand its business by attracting and hiring talented executives and support staff, whose work serves to expand and reinforce Aon's client base, client loyalty and Aon's reputation in the relevant insurance and legal marketplace.

C. Aon Employs Kornblau, Wendleken, and Angoff To Develop the Aon Trade Credit Practice and Protect Aon Trade Secrets

24. Prior to early February 2010, Aon's team of trade credit insurance brokers consisted of eighteen professionals. Kornblau was a Managing Director for the East Coast and one of the three-member Executive team. Kornblau was responsible for the East Coast practice and managed a nine-person team located in New York, including Aon Trade Credit brokers Wendleken and Angoff.

25. Kornblau was also responsible for maintaining annual revenue through an existing book of Aon business consisting of Aon clients for whom Aon placed various lines of insurance prior to Kornblau joining Aon in 2001. Kornblau was also responsible for maintaining, nurturing, and developing Aon prospective clients. Wendleken and Angoff were Aon Trade Credit insurance brokers who together assisted Kornblau with the running of this Aon book of business and for the development of prospective clients. Aon invested substantial time and expense in developing business relationships with the clients and prospective clients that the Former Employee Defendants served while employed at Aon.

26. Defendant Kornblau entered into a written Employment Agreement with Aon effective January 1, 2009 (“Kornblau Employment Agreement”). A true and correct copy of the Kornblau Employment Agreement is attached hereto as Exhibit A.

27. By virtue of entering into the Kornblau Employment Agreement, Kornblau acknowledged that Aon possessed protectable trade secrets which he promised to protect from disclosure. (Kornblau Employment Agreement § 6(a).) Those Aon trade secrets, which Kornblau agreed are protectable as trade secrets under applicable law include, 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; and the conduct of the affairs of Aon Group.

(Id.)

28. In section 6(a) of the Kornblau Employment Agreement, Kornblau agreed that he “[s]hall not, except as required in the course of employment hereunder, disclose or use during or subsequent to the course of employment, any Confidential Information which has not been publicly disclosed (other than by Employee in breach of this provision).” Kornblau further agreed in section 6(a) that upon his termination from employment he would “promptly return to [Aon] all Confidential Information and all materials and all copies or tangible embodiments of materials involving Confidential Information in [his] possession or control.”

29. In section 4 of the Kornblau Employment Agreement, and as a condition of his employment with Aon, Kornblau agreed to a non-competition provision that provides:

Covenant Not to Compete. The Employee hereby covenants and agrees that, except with the prior written consent of Aon Group, the Employee (on the Employee’s own behalf or on behalf of any

other person or entity) will not, during the course of employment, and for two (2) years after the end of employment, directly or indirectly, call upon, solicit, accept, engage in, service or perform, other than on behalf of Aon Group from or with respect to (i) clients of Aon Group with respect to whom the Employee provided services, either alone or with others, or had a business relationship, or on who 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 Employee's employment with the Company and, further provided, such clients were clients of Aon Group 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 Group 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. "Client" means any person or entity listed on the books of Aon Group as such.

The Employee acknowledges that there is no general geographical restriction contained in the preceding paragraph because the restriction only applies to the specified clients of Aon Group.

Nothing in this agreement shall prohibit the Employee from obtaining a livelihood for himself or his family by being engaged in the Business. The intent of the parties is that Employee's restrictive covenant is limited only to those clients as above specified.

30. In Section 4(e) of the Kornblau Employment Agreement, Kornblau agreed to the following covenant prohibiting him from soliciting Aon employees:

Covenant Not to Hire. The Employee hereby also agrees, for the duration of the term of the covenant set forth in Section 4(d) of this Agreement, not to, directly or indirectly, solicit or induce, or to cause any person or other entity to solicit or induce, any employee of Aon Group to work for Employee or for any third party or entity, or to leave the employ of Aon Group.

31. Defendant Angoff entered into a written Non-Solicitation Agreement with Aon effective February 23, 2009 (“Angoff Non-Solicitation Agreement”). A true and correct copy of the Angoff Non-Solicitation Agreement is attached hereto as Exhibit B.

32. By virtue of entering into the Angoff Non-Solicitation Agreement, Angoff acknowledged that Aon possessed protectable trade secrets which she promised to protect from disclosure. (Angoff Non-Solicitation Agreement § 3(a).) Those Aon trade secrets, which Angoff agreed are protectable as trade secrets under applicable law include, 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; and the conduct of the affairs of Aon Group.

(Id.)

33. In section 3(a) of the Angoff Non-Solicitation Agreement, Angoff agreed that she “[s]hall not, except as required in the course of employment hereunder, disclose or use during or subsequent to the course of employment, any Confidential Information which has not been publicly disclosed (other than by Employee in breach of this provision).” Angoff further agreed in section 3(a) that upon her termination from employment she would “promptly return to [Aon] all Confidential Information and all materials and all copies or tangible embodiments of materials involving Confidential Information in [her] possession or control.”

34. In section 1(b) of the Angoff Non-Solicitation Agreement, as a condition of her employment with Aon, Angoff agreed to a non-competition provision that provides:

Covenant Not to Compete. The Employee hereby covenants and agrees that, except with the prior written consent of Aon Group, the Employee (on the Employee’s own behalf or on behalf of any

other person or entity) will not, during the course of employment, and for two (2) years after the end of employment, directly or indirectly, call upon, solicit, accept, engage in, service or perform, other than on behalf of Aon Group from or with respect to (i) clients of Aon Group with respect to whom the Employee provided services, either alone or with others, or had a business relationship, or on who 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 Employee's employment with the Company and, further provided, such clients were clients of Aon Group 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 Group 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. "Client" means any person or entity listed on the books of Aon Group as such.

The Employee acknowledges that there is no general geographical restriction contained in the preceding paragraph because the restriction only applies to the specified clients of Aon Group. Nothing in this agreement shall prohibit the Employee from obtaining a livelihood for himself or his family by being engaged in the Business. The intent of the parties is that Employee's restrictive covenant is limited only to those clients as above specified.

35. In section 1(c) of the Angoff Non-Solicitation Agreement, Angoff agreed to the following covenant prohibiting him from soliciting Aon employees:

Covenant Not to Hire. The Employee hereby also agrees, for the duration of the term of the covenant set forth in Section 4(d) of this Agreement, not to, directly or indirectly, solicit or induce, or to cause any person or other entity to solicit or induce, any employee of Aon Group to work for Employee or for any third party or entity, or to leave the employ of Aon Group.

36. Wendleken, who did not sign any written agreements with Aon, nevertheless was fully aware of the confidential, proprietary nature of the heretoforementioned Aon trade secrets. Wendleken was required to abide by Aon policies with respect to the protection of Aon trade

secrets. Further, he understood that these trade secrets constituted protectable property of Aon and that disclosure or misuse of such information would have dire consequences for the business of Aon Trade Credit.

37. Prior to the time they resigned, the Former Employee Defendants, and each of them, had access to Aon confidential and trade secret information, and were to use such information only for legitimate business purposes in the interest of Aon.

D. Marsh and Kornblau Orchestrate a Raid of Aon Employees and Clients Through the Misappropriation of Aon Trade Secrets

38. Upon information and belief, at some point prior to February 2, 2010, Kornblau began conspiring with high level Marsh executives for the purpose of unlawfully soliciting Aon clients and employees to move to Marsh for the benefit of Kornblau and Marsh, all by misusing Aon confidential and proprietary trade secret information. Upon information and belief, Marsh was fully aware of what types of information and documents Aon would consider protectable trade secrets, including without limitation client names, the contact information of key client decisionmakers, and insurance timetables, and that Marsh gained access to Aon trade secrets by obtaining and/or deriving a benefit from such information through the Former Employee Defendants. Further, Marsh and Kornblau understood that because the Aon Trade Credit practice is a highly specialized relationship-driven business, if they were able to successfully induce Wendleken and Angoff to follow Kornblau to Marsh, Aon would be disadvantaged in its to retain the book of business these employees serviced while employed at Aon.

39. Upon information and belief, at some point prior to February 2, 2010, in order to carry out their unlawful conspiracy to rob Aon of the book of business with which Kornblau

worked, as well as client prospects associated with Kornblau's book and other Aon employees, Marsh and Kornblau conspired to and did solicit Wendleken and Angoff with positions at Marsh.

40. Upon information and belief, at some point prior to February 2, 2010, Wendleken and Angoff agreed with Marsh and Kornblau to accept positions at Marsh and assist with the unlawful transfer of business to Marsh and misappropriation of Aon trade secrets for the benefit of Defendants.

41. On Tuesday, February 2, 2010, Wendleken formally tendered his resignation by electronic correspondence to Kornblau, during the time when Kornblau was in Miami, Florida meeting with representatives from a key Aon client. That same day, Wendleken sent out electronic communications to several Aon clients, insurers, and colleagues informing them of his departure from Aon. Upon information and belief, thereafter, and to the extent Wendleken was not already working for Marsh by the time of his resignation, Wendleken immediately went to work for Marsh.

42. The next day, on Wednesday, February 3, 2010, Angoff formally tendered her resignation, also by electronic correspondence to Kornblau. Upon information and belief, thereafter, and to the extent Angoff was not already working for Marsh by the time of her resignation, Angoff immediately went to work for Marsh.

43. On February 5, 2010, Kornblau tendered his resignation to Aon. Upon information and belief, thereafter, and to the extent Kornblau was not already working for Marsh by the time of his resignation, Kornblau immediately went to work for Marsh. Marsh hired Kornblau as its Senior Vice President, United States Trade Credit Practice Leader.

44. Immediately following Kornblau's February 5th resignation, Aon received a broker of record letter ("First Broker of Record Letter") from the same client with whom

Kornblau met three days earlier in Miami – a client whose business the Former Employee Defendants handled on Aon’s behalf during their employment with Aon. A broker of record letter is the document by which a client notifies its insurer of its appointment of a new broker. The First Broker of Record letter had effective dates preceding two of the defendants’ resignations. This broker of record letter also included Aon competitive policy numbers and obligor names and other policy detail information which a client would not normally have at its disposal. Upon information and belief, prior to their resignations from Aon, the Defendants together and individually disclosed this information to Marsh to facilitate Marsh’s appointment as the broker of record for this client. Upon information and belief, Defendants solicited this client to move its business to Marsh while the Former Employee Defendants were still employed by Aon.

45. In addition, upon information and belief, prior to resigning from Aon, Kornblau setup a meeting with another Aon client, for the purpose of soliciting renewal business. Prior to the meeting, Kornblau resigned from Aon. Despite his promise not to compete for Aon clients for twenty-four months subsequent to leaving Aon, he nevertheless attended a presentation on Marsh’s behalf to solicit business for Marsh. Upon information and belief, Kornblau misused Aon trade secrets pertaining to its business with this client to facilitate Marsh’s solicitation of its business.

46. Upon information and belief, the Former Employee Defendants contacted some of the Aon clients on whose business they worked while employed by Aon for the purpose of soliciting their business on behalf of Marsh while they still worked for Aon.

47. As of March 15, 2010, Defendants have successfully transferred client account(s) constituting a loss to Aon well in excess of the jurisdictional limits of this Court and in an amount to be proven at trial.

E. Before They Left Aon, the Former Employee Defendants Unlawfully Hacked Aon Computer Files and Stole Aon Trade Secrets.

48. After the Former Employee Defendants resigned, Aon engaged Huron Consulting Group, Inc. to conduct a computer forensic analysis on the laptops assigned to the Former Employee Defendants while they still worked for Aon to conduct a damage assessment and to restore any data or information that the Former Employee Defendants altered and/or deleted without authorization. The computer forensic analysis reveals that prior to their resignations from Aon, the Former Employee Defendants, and each of them, conspired to and did engage in a series of illegal computer hacking of sensitive Aon trade secret information pertaining to the Aon business targeted by defendants in their raid.

49. The Former Employee Defendants each exceeded their authorized access to Aon's electronic confidential, proprietary, and trade secret information by obtaining and altering such electronic information, which they were not entitled to access or alter. Specifically, the Former Employee Defendants deleted electronic communications and files in an effort to cover their tracks and prevent Aon from discovering their unlawful conspiracy and theft of Aon files and trade secret information.

50. The illegal and unauthorized accessing, downloading and deletions of Aon proprietary trade secret information was the result of the defendants' conspiracy to unlawfully acquire Aon trade secret information so that they could have a ready-made book of business instantly transferable to Marsh and leave Aon disadvantaged in its attempts to compete for this business.

(i) *Kornblau's Conduct*

51. Within the 10 days preceding Kornblau's resignation, he attached five portable computer storage devices and, in excess of his authorization, accessed documents that contained confidential and proprietary information such as the premiums paid by Aon's global trade credit clients including accounts assigned to the Former Employee Defendants and described above, detailing buying information, annual policy program details and historical client transactions. He again, in excess of his authorization, accessed some of these files within hours before his resignation on February 5, 2010.

52. On February 5, 2010, the day of his resignation, Kornblau altered a number of files from his computer, which he was not authorized to alter, including deleting contact files, budget reports, presentations, renewal reports, and other documents. Two of these files were labeled "2010 Budget," and "Contacts."

53. Kornblau also downloaded an "Aon Commission Grid." Aon Commission Grids show Aon's negotiated commissions for all lines of insurance globally for all markets. The secrecy of this information is extremely important as a broker's global commission information is not something that is easily ascertainable. It is highly competitive information. It is extremely unusual for a broker such as Kornblau to ever need to access such a document.

54. Kornblau also accessed an Aon internal network drive known as "Aon Trade Credit" on 44 occasions in the month before his resignation. His frequent usage of this drive in the month before his departure was very unusual given that for over three years preceding that time he did not access this location even once.

55. Upon information and belief, Aon alleges that Kornblau was wrongfully, and in excess of his authorization, accessing and alerting or deleting the above described Aon

confidential and proprietary trade secret information in order to facilitate the Defendants' competition for Aon's trade credit clients on behalf of Marsh.

56. Upon information and belief, upon Kornblau's start date at Marsh, Marsh immediately emailed all of Aon's trade credit clients announcing Kornblau's arrival and the new trade credit team.

(ii) **Angoff Conduct**

57. In the two weeks before her resignation, Angoff, in excess of her authorization, accessed more than 200 files containing confidential and proprietary information such as the premiums paid by Aon's global trade credit clients as well as multiple client files detailing buying information, annual policy program details and historical client transactions.

58. In this same time period, Angoff used her browser application to, in excess of her authorization, access files from the Aon Trade Credit network drive 239 times. In the previous one year period, she had accessed that same drive on just two occasions.

59. On January 26, 2001, the same day she received her offer letter from Marsh, Angoff attached an external storage device to her computer. She accessed files containing Aon's proprietary information related to several Aon clients.

60. Upon information and belief, Aon alleges that Angoff was wrongfully, and in excess of her authorization, accessing the above described Aon confidential and proprietary trade secret information in order to facilitate the Defendants' competition for Aon's trade credit clients on behalf of Marsh.

(iii) **Wendleken Conduct**

61. Between January 11 and February 2, 2010, Wendleken, in excess of his authorization, accessed approximately 76 Aon client-related files containing the confidential and

propriety information described above with respect to several Aon clients, including those accounts described above for whom the Former Employee Defendants serviced on Aon's behalf. Immediately prior to his resignation, Wendleken also, in excess of his authorization, accessed numerous files containing proprietary information of Aon, including client policy numbers, and invoices containing pricing.

62. Upon information and belief, Aon alleges that Wendleken was wrongfully and in excess of his authorization, accessing the above described Aon confidential and proprietary trade secret information in order to facilitate the Defendants' competition for Aon's trade credit clients on behalf of Marsh.

F. Defendants Ignore Aon's Cease And Desist Demands

63. During the week of February 15, 2010, Aon sent cease and desist letters to the Defendants demanding that they abide by the obligations owed to Aon either by contract or statutory or common law and refrain from soliciting Aon business through the misuse of Aon trade secrets. On information and belief, Defendants have failed to do so.

64. As of the date of this filing, defendants, collectively and individually, have successfully and unlawfully transferred over transferred client account(s) constituting a loss to Aon well in excess of the jurisdictional limits of this Court and in an amount to be proven at trial.

FIRST CAUSE OF ACTION
Computer Fraud and Abuse Act - 18 U.S.C. § 1030
(As Against Kornblau, Wendleken & Angoff)

65. Aon repeats and realleges paragraphs 1 through 64 as if fully set forth herein.

66. While they were employed by Aon, the Former Employee Defendants each had authority to access Aon's protected computers, databases, and software for the limited purpose of servicing existing business, or developing additional business, for the benefit of Aon, along with other incidental use necessary for their employment with Aon.

67. While they were employed by Aon, the Former Employee Defendants were authorized to access their computers but only for a legitimate business purpose furthering Aon's interest and subject to the conditions of their employment. They were not authorized to improperly access, obtain, alter, and/or delete Aon confidential files and documents for the purpose of facilitating an unlawful solicitation of business or employees for the benefit of themselves or of an Aon competitor and to the detriment of Aon.

68. The Former Employee Defendants, and each of them, intentionally accessed Aon's secure, protected computers and files maintained therein without authorization and in excess of their authorization, and, thereby obtained and/or altered information that they were not entitled to obtain and/or alter from those protected computers.

69. As a result of the aforementioned illegal conduct in violation of 18 U.S.C. §1030, Aon has suffered damages and/or losses well in excess of \$5,000, which include, without limitation, the costs of investigating defendants' actions, assessing the resulting damages, restoring the data and information altered and/or deleted by the Former Employee Defendants, as well as the costs associated with the interruption to Aon's business, and damages and/or losses in loss of revenue and business interruption to Aon, in amounts to be proven at trial.

SECOND CAUSE OF ACTION
Misappropriation of Trade Secrets
(As Against All Defendants)

70. Aon repeats and realleges paragraphs 1 through 69 as if fully set forth herein.

71. Over the years, Aon has developed and marketed extremely successful insurance brokering services across a wide variety of industries, including the trade credit insurance niche insurance within which Kornblau, Wendleken, and Angoff worked.

72. As a result of the Former Employee Defendants' employment with Aon, they each came into possession of information that Aon considers to be confidential and proprietary

and trade secret information having independent economic value from not being generally known or readily available to Aon's competitors, including Marsh. Aon expended substantial time, energy, money and ingenuity in compiling this information based on its own efforts and communications with clients, prospective clients, and others.

73. Aon made reasonable efforts to ensure that the confidential and proprietary information remained secret by, among other protective steps, disclosing it only to those individuals who needed the information to perform their duties, making known to these individuals the fact that information was to be kept confidential, maintaining reasonable security in and around its place of business, and requiring individuals, such as the Former Employee Defendants, to agree to keep its confidence. Kornblau and Agnoff also entered into written agreements with Aon, in which they expressly acknowledged that Aon possesses protectable trade secrets and agreed to maintain the confidence of that information.

74. Aon's confidential information constitutes trade secrets under New York common law.

75. Aon is informed and believes, and thereon alleges, that the Former Employee Defendants and Marsh have, collectively and individually, misappropriated the trade secrets embodied in Aon's confidential information in a willful manner and with the deliberate intent to injure Aon's business and to improve Defendants' own business and for their own financial gain.

76. As a proximate result of the misappropriation of Aon's trade secrets, Aon has suffered, and will continue to suffer, actual damages, and Defendants will be unjustly enriched, in sums not yet ascertained.

77. The misappropriation and wrongful acts of Defendants were willful, oppressive, fraudulent, and malicious, and Aon is therefore entitled to recover its reasonable attorneys' fees and punitive damages according to proof at trial.

THIRD CAUSE OF ACTION
Breach of Contract
(As Against Kornblau)

78. Aon repeats and realleges paragraphs 1 through 77 as if fully set forth herein.

79. Aon has performed all obligations under the Kornblau Employment Agreement, except as excused, waived, or made impossible by Kornblau.

80. Kornblau has breached without limitation section 4(d) of the Kornblau Employment Agreement by competing directly for the business of Aon and by soliciting clients for the benefit of himself and Marsh on whose accounts he worked while employed by Aon.

81. Aon is informed and believes, and thereon alleges, that Kornblau has breached section 4(e) of the Kornblau Employment Agreement by directly or indirectly soliciting or inducing Wendleken and Angoff to leave Aon and follow him to Marsh.

82. Kornblau has breached section 6(a) of the Kornblau Employment Agreement by engaging the unauthorized use, disclosure, and misappropriation of Aon's confidential and proprietary trade secrets and by failing to return all material containing such confidential information to Aon upon his resignation.

83. As a direct and proximate result of Kornblau's breaches, and each of them, Aon has suffered and will continue to suffer general and special damages, including the loss of clients. Aon seeks compensation for all damages and losses proximately caused by the breaches and wrongful conduct of Kornblau in an amount according to proof. Further, Aon seeks an injunction restraining Kornblau and those acting in concern with him as prayed below.

84. In addition, Aon is entitled to an award of attorneys' fees against Kornblau for breach of his agreement with Aon pursuant to section 5 of the Kornblau Employment Agreement.

FOURTH CAUSE OF ACTION

**Breach of Contract
(As Against Angoff)**

85. Aon repeats and realleges paragraphs 1 through 84 as if fully set forth herein.

86. Aon has performed all obligations under the Angoff Non-Solicitation Agreement, except as excused, waived, or made impossible by Angoff.

87. Angoff has breached section 1(b) of the Angoff Non-Solicitation Agreement by competing directly for the business of Aon and by soliciting clients for the benefit of herself and Marsh on whose accounts she worked while employed by Aon.

88. Aon is informed and believes, and thereon alleges, that Angoff has breached section 1(c) of the Angoff Non-Solicitation Agreement by directly or indirectly soliciting or inducing Kornblau and Wendleken to leave Aon and follow her to Marsh.

89. Angoff has breached section 3(a) of the Angoff Non-Solicitation Agreement by engaging the unauthorized use, disclosure, and misappropriation of Aon's confidential and proprietary trade secrets and by failing to return all material containing such confidential information to Aon upon her resignation.

90. As a direct and proximate result of Angoff's breaches, and each of them, Aon has suffered and will continue to suffer general and special damages, including the loss of clients. Aon seeks compensation for all damages and losses proximately caused by the breaches and wrongful conduct of Angoff in an amount according to proof. Further, Aon seeks an injunction restraining Angoff and those acting in concern with her as prayed below.

91. In addition, Aon is entitled to an award of attorneys' fees against Angoff for breach of his agreement with Aon pursuant to section 2 of the Angoff Non-Solicitation Agreement.

FIFTH CAUSE OF ACTION
Breach of Fiduciary Duty
(As Against Kornblau, Wendleken & Angoff)

92. Aon repeats and realleges paragraphs 1 through 91 as if fully set forth herein.

93. By virtue of their special relationship with Aon and the special relationship of trust and confidence reposed by Aon in them, the Former Employee Defendants, and each of them, were required to act solely in Aon's interest. The Former Employee Defendants, and each of them, also had duties of loyalty and of utmost good faith to Aon, and were obligated not to subvert or misappropriate Aon's confidential and trade secret information or business opportunities.

94. Aon is informed and believes and thereupon alleges that the Former Employee Defendants, and each of them, breached their fiduciary duties owed to Aon by, among other things, directly or indirectly soliciting and diverting Aon's clients, opportunities, and employees to Aon's principal competitor Marsh; improperly using Aon's facilities, computer systems and files; and by directly or indirectly disclosing and/or using Aon's confidential, proprietary and trade secret information, including the unlawful copying of files containing such information and deletion of records likely done to cover their tracks.

95. As a direct and proximate result of the Former Employee Defendants' breaches of their fiduciary duties, and each of them, Aon already has suffered and will continue to suffer extensive, irreparable injury, loss of goodwill, harm to its business, and other injury and damages for which there is no adequate remedy at law. Aon will continue to suffer this harm unless and

until the Former Employee Defendants are restrained from taking further actions in breach of their fiduciary duties to Aon.

96. As a direct and proximate result of the Former Employee Defendants' breaches of their fiduciary duties, and each of them, Aon already has suffered and will continue to suffer additional damages, which continue to accrue in the form of attorneys' fees and costs related to this litigation.

97. The Former Employee Defendants committed their actions knowingly, willfully and in conscious disregard of Aon's rights. Accordingly, Aon is entitled to recover actual and exemplary damages in an amount to be determined at trial.

SIXTH CAUSE OF ACTION
Tortious Interference with Contractual Relations
(As Against All Defendants)

98. Aon repeats and realleges paragraphs 1 through 97 as if fully set forth herein.

99. Aon and its customers and clients solicited by Defendants were in a contractual relationship that would have resulted in an economic benefit to Aon. Defendants knew of these relationships.

100. Aon and its employees, whom Defendants solicited to terminate their employment with Aon, were in a contractual and an economic relationship that would have resulted in an economic benefit to Aon. Defendants knew of these relationships.

101. Aon is informed and believes, and based thereon alleges, that Defendants, and each of them, intended to disrupt these relationship, and engaged in a wrongful conduct through breach of contract, improperly soliciting Aon's clients and employees.

102. As a direct and proximate result of Defendants' acts of interference, the relationships between Aon and its clients and customers solicited by Defendants, and between Aon and its employees solicited by Defendants, were disrupted, and Aon has suffered, and will

continue to suffer, general and special damages, including the loss of clients and employees. Aon seeks compensation for all damages and losses proximately caused by the acts of interference and wrongful conduct of Defendants in an amount according to proof. Further, Aon seeks an injunction restraining Defendants and those acting in concert with them as prayed below.

103. Defendants' wrongful acts and conduct as described above were willful, oppressive, fraudulent, and malicious, and Aon is therefore entitled to punitive damages according to proof.

SEVENTH CAUSE OF ACTION
Tortious Interference with Prospective Economic Advantage
(As Against All Defendants)

104. Aon repeats and realleges paragraphs 1 through 103 as if fully set forth herein.

105. Aon and each of its clients and customers solicited by Defendants were in an economic relationship that would have resulted in an economic benefit to Aon. Defendants knew of these relationships.

106. Aon and its employees, whom Defendants solicited to terminate their employment with Aon, were in a contractual and an economic relationship that would have resulted in an economic benefit to Aon. Defendants knew of these relationships.

107. Upon information and belief, Defendants intended to disrupt these relationship, and engaged in wrongful conduct through breach of contract, improperly soliciting Aon's clients, and through unfair trade practices.

108. As a direct and proximate result of Defendants' acts of interference, the relationships between Aon and its clients solicited by Defendants, and between Aon and its employees solicited by Defendants, were disrupted, and Aon has suffered, and will continue to suffer, general and special damages, including the loss of clients and employees. Aon seeks compensation for all damages and losses proximately caused by the acts of interference and

wrongful conduct of Defendants in an amount according to proof. Further, Aon seeks an injunction restraining Defendants and those acting in concert with them as prayed below.

109. Defendants' wrongful acts and conduct as described above were willful, oppressive, fraudulent, and malicious, and Aon is therefore entitled to punitive damages according to proof.

EIGHTH CAUSE OF ACTION
Unfair Competition
(As Against All Defendants)

110. Aon repeats and realleges paragraphs 1 through 109 as if fully set forth herein.

111. The conduct described above constitutes unfair trade practices under the common law of the State of New York.

112. Aon has no adequate remedy at law for the injuries currently being suffered because of Defendants' unfair conduct as alleged above. Further, once Defendants have solicited and accepted business from Aon's clients, Aon has lost goodwill and credibility, and Aon is less likely to retain existing clients and obtain new clients. Aon is informed and believes, and based thereon alleges, that Defendants will continue in the future to solicit and accept business from Aon clients, notwithstanding the covenants in the agreements with the Former Employee Defendants. Aon will be forced to institute a multiplicity of suits to obtain adequate compensation for its injuries caused by Defendants' wrongful conduct.

113. As a direct and proximate result of Defendants' unfair business practices, Aon has suffered, and will continue to suffer, losses in an amount in excess of the jurisdictional limits of this Court, and in an amount to be proven. Aon is entitled to temporary and permanent injunctive relief enjoining Defendants and those acting in concert with them from engaging in further conduct constituting unfair trade practices. Aon will suffer further losses in a like manner so long as Defendants' conduct continues.

NINTH CAUSE OF ACTION
Conversion
(As Against All Defendants)

114. Aon repeats and realleges paragraphs 1 through 113 as if fully set forth herein.

115. Defendants have exercised and retained control over specifically identifiable confidential, proprietary, and trade secret information which rightfully belongs to Aon and is the property of Aon.

116. Upon information and belief, Defendants misappropriated and took possession of such information and property over a time period from January 26, 2010 through and including February 5, 2010.

117. Defendants' continued possession of Aon's confidential, proprietary, and trade secret information is interference in derogation of Aon's property rights.

118. Defendants have therefore converted Aon's property, and Aon is entitled to the return of same and recovery of all damages caused thereby.

TENTH CAUSE OF ACTION
Conspiracy
(As Against All Defendants)

119. Aon repeats and realleges paragraphs 1 through 118 as if fully set forth herein.

120. Defendants agreed to act in concert in order to misappropriate Aon's confidential, proprietary, and trade secret information for the purpose of inducing Aon's clients to move their business from Aon to Marsh.

121. Defendants had a common objective to misappropriate Aon's confidential, proprietary, and trade secret information in order to induce Aon's clients to move their business from Aon to Marsh for the benefit of Defendants and to the detriment of Aon.

122. Marsh's inducement of Kornblau to resign from Aon and accept employment at Marsh was an act in furtherance of the conspiracy.

123. Kornblau's and Marsh's inducements of Angoff and Wendleken to resign from Aon and accept employment at Marsh were acts in furtherance of the conspiracy.

124. The Former Employee Defendants' accessing and downloading of Aon's confidential, proprietary, and trade secret information from January 26, 2010 through February 5, 2010 were acts in furtherance of the conspiracy.

125. Defendants' solicitation and poaching of client accounts were acts in furtherance of the conspiracy.

126. At all relevant times, Defendants had knowledge of the conspiracy.

127. Because of their participation in a conspiracy to misappropriate Aon's confidential, proprietary, and trade secret information which caused damages to Aon, Defendants are liable to Aon in an amount to be determined at trial.

DEMAND FOR JUDGMENT

WHEREFORE, Aon prays for judgment against Defendants and Does 1 through 50 as follows:

1. For general and special damages in an amount to be proven at trial;
2. For interest at the maximum legal rate;
3. For a temporary restraining order, preliminary injunction, and permanent injunction restraining and enjoining Defendants, and their agents, employees, representatives, and all persons acting in concert or participation with him, her, or them, from engaging in, committing or performing, directly or indirectly, any and all of the following acts:

a. enter into or attempting to enter into a business relationship of the same type or kind as the business relationship which exists between Aon and the clients or customers whose information was improperly accessed and/or downloaded while the Former Employee Defendants were in Aon's employment;

a. enter into or attempting to enter into a business relationship of the same type or kind as the business relationship which exists between Aon and its clients or customers to provide services related to the business for any individual, partnership, corporation, association or other entity who or which was a client or customer for whom a Former Employee Defendant worked or became familiar with during the twenty-four (24) months prior to the end of employment;

b. accepting any business from or continuing to conduct any business with any client or customer of Aon, whom defendants solicited at any time for the purpose of doing business with Defendants in violation of the Former Employee Defendants' obligations owed to Aon; and

c. willfully using or disclosing or divulging at any time to any person, firm or corporation, including for purposes of soliciting any client of Aon or any client whom defendants served or whose name became known to defendants while in the employ of Aon, any confidential information belonging to Aon.

4. For a temporary restraining order, preliminary injunction, and permanent injunction ordering Defendants, and their agents, employees, representatives, and all persons acting in concert or participation with him or them, to return any and all confidential information belonging to Aon;

5. For punitive damages in a sum to be determined;

6. For Aon's costs of suit and reasonable attorneys' fees; and
7. For such other and further relief as the Court may deem just and proper.

Dated: New York, New York
April 6, 2010

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