

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:)
)
)
COWAN INSURANCE GROUP LTD.) *Matthew P. Gottlieb, Maggie Washington,*
) *Tyler Morrison, Lawyers for the Plaintiff*
Plaintiff)
)
- and -)
)
)
JAMIE BENNETT) *Meg Bennett and Maisah Syed, Lawyers for*
) *the Defendant*
Defendant)
)
)
) **HEARD: December 8, 2025**

REVISED REASONS FOR DECISION

G. DOW J.

[1] The plaintiff insurance brokerage company seeks injunctive relief prohibiting its ex-employee-defendant from accepting any clients (or clients of the plaintiff in the 18 months prior to the defendant’s departure) of the plaintiff with whom the defendant dealt at the defendant’s new place of employment.

BACKGROUND

[2] The defendant was a Senior Account Manager, Commercial Insurance at the plaintiff between August 9, 2021 until September 2, 2025. She was part of one team (of multiple teams) at the plaintiff whom the plaintiff described as having “124 clients, generating nearly \$6 million in annual revenue from almost \$43 million in premiums” (at paragraph 12 of the plaintiff’s factum).

This was narrowed to her being “the lead representative for 13 key clients who generated over half of her team’s nearly \$6 million in annual revenue” (at paragraph 13 of the plaintiff’s factum).

[3] It would appear the defendant’s dissatisfaction with her employment’s stemmed from the lack of substantial raises (from \$85,000 per year to \$93,000 per year in the four years or less than 2.5% per year), additional workload and a refusal of a request to work from the plaintiff’s Woodstock office (being closer to her home in London) rather than the Cambridge office.

[4] This led to interest in alternative employment and, in mid-August, 2025 a position as Commercial Operations Team Leader at BFL Canada. That position is not apparently in direct sales but teaching and mentoring those in sales.

[5] As part of departing from the plaintiff she was, to describe it as the plaintiff alleges “caught taking physical documents containing confidential information from one of Cowan’s largest clients as she left the office. They were taken from her.” (at paragraph 16 of the plaintiff’s factum).

[6] This triggered the search of her emails which discovered 17 emails attaching 130 documents between August 19-22, 2025 which were described as “significant amounts of confidential information” (at paragraph 18 of the plaintiff’s factum). The materials had been sent to the defendant’s personal Gmail address.

[7] This material was described to include “due diligence reviews, coverage summaries, and client proposals containing sensitive details of client insurance policies, risk assessments, and business operations” (at paragraph 20 of the plaintiff’s factum). This amounted to “approximately 19% of Cowan’s commercial insurance business” (at paragraph 21 of the plaintiff’s factum).

[8] In cross-examination for this motion, the defendant admitted forwarding confidential information of the plaintiff to herself in breach of her employment contract obligations.

[9] This situation formed the basis for the plaintiff issuing this action, seeking and obtaining urgent interlocutory relief. That relief was obtained in three appearances before Justice Parghi on September 17, September 22 and October 3, 2025.

[10] The appearance on September 17 was (only) the day after the defendant had been served and retained counsel. It appears from Justice Parghi’s September 17, 2025 endorsement that “Paragraph 9, formerly paragraph 8, is a non-acceptance of business clause” of the proposed initial order was the subject matter of this motion before me and was not granted. On September 22, 2025 Justice Parghi revisited the plaintiff’s request for a “non-compete provision”. Justice Parghi stated “I do not grant paragraph 9 of the proposed order. There is no non-compete provision in Ms. Bennett’s employment agreement, unlike the situation in Aon Reed. I am not prepared to impose such an obligation now. I am also satisfied that the harm with which the plaintiff is concerned is appropriately addressed by the other terms of the order, including the prohibition and any use of, access to, [etc.] the information. Although I have inferred that Ms. Bennett took the information for the purpose of using it, I am not prepared to infer that she intends to use it in the face of a court order prohibiting her from doing so”.

[11] The October 3, 2025 Endorsement timetabled this motion before me.

[12] The plaintiff relies on the following in support of its request to extend the existing injunctive relief:

- (a) the defendant admitting her intention to use the information she forwarded to herself;
- (b) that BFL Canada is one of the plaintiff's largest competitors;
- (c) that while the defendant will not have a sale's role at BFL Canada, her admission that she will have interaction with clients;
- (d) her being eligible for a discretionary bonus in her role as well as compensation for the referral of clients to BFL Canada;
- (e) the defendant admitting she deleted the emails she sent from her work device to her gmail so it would not be discovered;
- (f) mistaking the dates of initial contact with BFL with when she sent the emails not being credible; and
- (g) the defendant's response to another employee about that employee seeking a job with BFL being that person had to reach out to BFL Canada on her own rather than stating the defendant could not discuss that topic with her.

ANALYSIS

[13] Counsel for the parties generally agreed the issue should be determined by applying the three prong test set out in *RJR-MacDonald v. Canada (Attorney General)*, [1994] 1 SCR 311 at page 334 being:

- (a) there is a serious issue to be tried;
- (b) will the applicant suffer irreparable harm if the injunctive relief is refused which cannot be remedied through an award of damages; and
- (c) conduct an assessment as to which of the parties would suffer greater harm if the relief requested is refused, alternatively described as on whose side the balance of convenience exists.

[14] The parties, particularly the defendant did not strenuously suggest there was not a serious issue to be tried. As described above, the defendant's conduct in preparing to switch employers was unacceptable. She breached her obligation to her former employer.

[15] However, she was caught and court imposed interlocutory injunctive relief has been imposed on her. Should any further breach occur, she would be in contempt of a court order. This could result in further sanctions, including possibly committed to jail for a period of time.

[16] Were this the only aspect to consider, the decision would favour the plaintiff.

[17] Regarding irreparable harm, the plaintiff relies on caselaw where such harm can be presumed (*Arc Compute v. Anton Allen, Michael Buchel et al.*, 2025 ONSC 1745 (at paragraph 60) where the factual matrix involved misuse of confidential information. However, in the circumstances at hand, while the information taken was confidential, it was discovered and presumably restrained by a court order. There was no evidence of any misuse of any confidential information since the initial injunctive relief was granted by Justice Parghi on September 17, 2025.

[18] I agree with the statement of Justice Parghi that it is not appropriate in the circumstances at hand to “infer that she intends to use it in the face of a court order prohibiting her from doing so”.

[19] I am reinforced in reaching this conclusion that sufficient terms are already in place by review of legislation such as Section 67.2 of the Employment Standards Act, 2000, S.O. 2000 c. 41 which prohibits non-compete agreements. Further, I find it inappropriate to limit non-parties, such as clients of the plaintiff, from shopping its business to the plaintiff’s competitors as part of obtaining the best agreement and coverage. Those non-involved entities should be entitled to do so.

[20] Finally, should an existing client of the plaintiff choose to switch its business to the defendant’s current employer and evidence is uncovered it occurred in the manner that violated the defendant’s employment contract, that loss of revenue and/or profit appears capable of being quantified.

[21] As a result, I find the plaintiff has not met the second part of the required three prong test.

[22] My analysis of the third prong as to where the balance of convenience lies would be similar. That is, with the current contractual and court ordered restrictions in place, the balance of convenience favours the defendant. I also again rely on the absence of any untoward conduct following imposition of the existing interlocutory injunctive relief.

CONCLUSION

[23] The plaintiff’s motion is dismissed.

COSTS

[24] The Costs Outlines required under Rule 57.01(6) indicated the plaintiff was seeking its costs in three phases. The first, described as the Interim Injunction Motion, sought \$71,758.03 for partial indemnity fees inclusive of HST plus disbursements of \$598.51. The second was described

as Enforcement of Interim Injunction Motion Order and sought \$58,423.26 inclusive of partial indemnity fees and HST plus \$33,634.19 of disbursements (presumably the third party, MNP Forensic's review of the defendant's electronic devices). The third was described as Interlocutory Injunction Motion in the amount of \$87,616.25 for partial indemnity fees inclusive of HST plus disbursements of \$399.04 was sought.

[25] Overall, it appears the plaintiff was successful in the first two portions where the claim totals \$163,815.45 but was unsuccessful in the remaining claim which involves a total of \$88,015.29.

[26] The defendant's Costs Outline does not separate its claims for \$112,500.54 for partial indemnity fees inclusive of HST plus disbursements of \$1,366.95 for a total of \$113,867.49.

[27] Counsel also provided me with their draft orders which I recall I was invited to sign. Each draft proposes a disposition as to costs. The first three paragraphs of each draft is the same, continuing the relief ordered by Justice Parghi. This infers the defendant's position that relief was not opposed.

[28] The defendant's order then provides for that relief to be subject to further order of the court which would be appropriate for both sides.

[29] Paragraph 5 of the draft order prepared by the defendant proposed it pay the plaintiff's "reasonable costs" in obtaining "the interim order dated October 3, 2025, as agreed upon or assessed".

[30] Paragraph 6 of the draft order prepared by the defendant proposed the plaintiff pay the defendant its "reasonable costs of this interlocutory motion as determined by further order of this Court".

[31] I urge the parties to agree on costs and submit to me a revised draft order quantifying that agreement. If they cannot agree, the defendant shall have until April 6, 2026 to forward not more than five pages of submissions in a format which accords with Rule 4.01 excluding any Rule 49 Offer to Settle or invoices being relied upon. The plaintiff shall have until April 27, 2026 to respond, identically limited.

Justice G. Dow

CITATION: Cowan Insurance Group Ltd, v. Bennett, 2026 ONSC 1413
COURT FILE NO. CV-25-00751733-0000
DATE: 20260309

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

COWAN INSURANCE GROUP LTD.

Plaintiff

– and –

JAMIE BENNETT

Defendant

REVISED REASONS FOR DECISION

Mr. Justice G. Dow

Released: March 9, 2026