

Cohen, Jeff

From: Earl O. O'Garro, Jr. [earl.ogarro@hybridins.com]
Sent: Tuesday, February 01, 2011 12:38 PM
To: Heidi Hamilton
Cc: Rose, John
Subject: Re: Non-compete Agreement

I'm not agreeable to that. I rather fight this in court if it gets to that point than send a letter that scares my agents from doing business with me. If I received a letter from someone I did business with pertaining to a non compete I would just avoid doing business with them just so nothing would come up. If smith is so concerned they could tell me where we are allegedly taking business from and then we could stop. I do not want to spend alot of time on this. This is a distraction that Smith is hoping for. Let's send a letter saying we don't know what you're talking about but we'll keep your sentiments in mind and move on to the next item.

Earl O. O'Garro, Jr.

President & CEO

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On Feb 1, 2011, at 11:24 AM, "Heidi Hamilton" <Heidi@crumbielaw.com> wrote:

> Earl:

> Looks like it will just be you and I on the call. What time is good for you? I read a few cases and there are aspects of the non-compete clause that are murky enough to be questionable with respect to enforceability. I am referring to the paragraph that uses the term "indirect." I am still leaning toward providing a statement for all agents that you use to make them aware of the non-compete agreement. Even if they do not sign a document of any sort, it would not hurt to be proactive. A blanket letter at least to all the agents that you worked with while at Smith. Just a thought.

>

> Best,

> heidi

>

> **From:** Earl O. O'Garro, Jr. [earl.ogarro@hybridins.com]

> **Sent:** Monday, January 31, 2011 8:36 PM

> **To:** Heidi Hamilton

> **Cc:** Rose, John; Crumbie, Andrew R.

> **Subject:** RE: Non-compete Agreement

>

> Responses to questions attached. When would you like to get on a call? I can distribute a conference call line that we can use.

>

>

>

> Earl O. O'Garro, Jr.

>

12/17/2013

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> From: Heidi Hamilton [<mailto:Heidi@crumbielaw.com>]

> Sent: Monday, January 31, 2011 12:59 PM

> To: Earl O. O'Garro, Jr.

> Cc: Rose, John; Crumby, Andrew R.

> Subject: Non-compete Agreement

> Dear Earl:

> We have read the Brown Rudnick letter and non-compete agreement and prepared the following list of questions to guide our conference call. Please do not feel that you must have the answers to each of these questions before the call. Rather the purpose is to lay a foundation for a more productive exchange as we determine what business activity has sparked S.H. Smith & Company to seek legal counsel.

> I placed a call to Mark Baldwin from BR and left a message for him to call me. I said in the message that we were interested in the specifics which form the basis for the allegations in the letter. He has not returned the call.

> Gives us some dates and time that work for you. We look forward to speaking with you at your earliest convenience.

> Best,

> Heidi

> HEIDI L. HAMILTON

> Attorney

> Crumby Law Group, LLC

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> [cid:image001.gif@01CBC186.8C87F590]

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