

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
GREENSBORO DIVISION

AssuredPartners of North Carolina, LLC

Plaintiff,

v.

C.A. NO. 1:22-cv-00784

Stanley W. Park and Towne Insurance Agency,
LLC,

Defendants.

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Plaintiff AssuredPartners of North Carolina, LLC, (hereinafter “AP”) files the following Complaint for Damages and Injunctive Relief against Defendants Stanley W. Park (“Park”) and Towne Insurance Agency, LLC (hereinafter “Towne Insurance”) (Park and Towne Insurance are collectively referred to as “Defendants”).

I. INTRODUCTION

1. Stan Park and his three business partners sold their insurance business to AP five years ago for over \$20 million. Now Park, together with his new employer Towne Insurance, is trying to steal it back – in violation of Park’s contractual obligations, state and federal law.

2. Park knew his employment with AP was about to be terminated for cause earlier this year. In anticipation of that meeting, Park spent his Sunday afternoon raiding AP’s trade secret and confidential information for use in his next venture. Not only did Park steal spreadsheets compiling hundreds of lines of material and non-public data regarding the clients Park serviced on behalf of AP, but he stole similar compilations of trade secret data for clients that were produced and serviced by others at AP. Park is now using that information on behalf of Towne Insurance to AP’s detriment.

3. Park's misappropriation of AP's trade secret and confidential information was initially stalled, though. At Park's March 1, 2022 termination meeting, AP offered him a severance to assist in his transition to a new employer. The severance included a reaffirmation of his various non-compete, confidentiality and non-solicitation obligations. Despite knowing that he had stolen significant trade secret information from AP a mere 48 hours earlier, Park signed the agreement and accepted the payments. And sure enough, as soon as Park collected his last severance payment from AP in July, Park began to immediately misappropriate AP's information and solicit AP's clients. Shortly thereafter, AP became aware of Park's breaches when it received notice that two clients had submitted broker of record letters to their respective carriers - effectively changing their insurance broker from AP to Park and Towne Insurance. Before jumping to conclusions that Park was behind the client loss, AP reached out to the clients at issue, with one plainly confirming: "Yes, we are following Stan."

4. As soon as it became aware of Park's breaches and the irreparable harm those breaches were causing AP, AP sent a cease and desist letter to Park and Towne Insurance. Towne Insurance responded and confirmed that they had directed Park to "stand down" (*i.e.*, to not engage in any further violations of Park's contractual obligations to AP) until the matter could be investigated and resolved. Based on Towne Insurance (and later Park's) assurances, AP agreed to not proceed with a lawsuit at that time. AP was willing to attempt to resolve this matter short of litigation based on the limited number of clients who had left at the time and Towne Insurance's assurances that there would not be any more.

5. What happened next was unexpected. During the "stand down" time, AP received a third notice that it was losing yet another significant client relationship. After reaching out for an explanation, Towne Insurance admitted to the fact that there were actually a total of eight AP

clients that they had already taken and that they had another seven AP clients (some with signed documentation) ready to make the same move (which only confirms that Park was actively soliciting these clients).

6. Towne also threatened that it would only hold off on the final maneuvers to convert the additional AP clients to Towne Insurance clients if AP continued to “engage in negotiations” with Towne Insurance to resolve the matter short of litigation.

7. AP now files this lawsuit to prevent further misappropriation of its trade secret and confidential information and to prevent the immediate and threatened irreparable harm Towne Insurance and Park have confirmed they are ready, willing and able to inflict on AP.

II. PARTIES, JURISDICTION AND VENUE

8. AP is an insurance brokerage firm that sells a wide variety of insurance services and products. Its sole member is AssuredPartners Capital, Inc., which is a Delaware corporation with its principal place of business located in Florida.

9. Park is an employee of Towne Insurance. He resides in North Carolina and works for Towne Insurance in North Carolina and Virginia.

10. Towne Insurance is a competitor of AP. Towne Insurance is a Virginia limited liability company with its principal place of business located at 3 Commercial Place, Suite 1000, Norfolk, VA 23510. Towne Insurance maintains an office in and conducts business in Greensboro, North Carolina.

11. Defendants are subject to the jurisdiction of this Court.

12. This Court possesses federal question jurisdiction over this matter pursuant to 28 U.S.C. § 1331, because AP has asserted claims under the Defend Trade Secrets Act, 18 U.S.C. § 1836, *et seq.*

13. This Court also possesses diversity jurisdiction over this matter pursuant to 28 U.S.C. § 1332, and 28 U.S.C. §1367. For the purposes of diversity jurisdiction, AP is considered a resident of Delaware and Florida. The citizenship of a limited liability company is determined by the citizenship of all of its members and not its state of formation and principal place of business. Upon information and belief, none of the members of Towne Insurance are citizens of Delaware or Florida. Therefore, this controversy is between citizens of different states.

14. The clients Park serviced on behalf of AP resulted in annual revenue well in excess of \$75,000.00. Defendants have already stolen business from AP that totals annual revenue in excess of \$75,000.00. This controversy exceeds the sum or value of \$75,000.00 (exclusive of interest and costs).

III. FACTS

15. Park became an employee of AP as part of AP's acquisition of an insurance company in which Park had an ownership interest. As part of this transaction and his new employment with AP, Park agreed to sign a Restrictive Covenants Agreement (the "RCA")¹. The RCA contains industry-standard and narrowly tailored restrictive covenants.

16. In the RCA, Park promised to comply with reasonable restrictions related to the retention, use and disclosure of AP's Confidential information, including that he would maintain the confidence of and not disclose any Confidential Information relating to AP's business, and that he would return all of AP's Confidential Information upon the termination of the employment relationship:

¹ A true and accurate copy of the Restrictive Covenants Agreement signed by Park is attached to this Complaint as Exhibit 1.

2. ***Confidential Information.***

- (a) For purposes of this Agreement, the term “Confidential Information” means all confidential, proprietary, and/or non-public information, whether or not in a written or recorded form, concerning the business or affairs of the Company and/or its affiliates, subsidiaries, and parent companies and each of their respective successors and assigns (collectively, the “Employer Group”), including but not limited to, information concerning:
 - (i) the Employer Group’s clients, prospective clients, acquisition targets, insurance brokers, vendors, insurance carriers, policy forms and information, policy types, rating information, premium amounts, expiration dates, information on risk characteristics, information concerning insurance markets for large or unusual risks and/or contracts or arrangements (including special terms and deals);
 - (ii) the Employer Group’s financial condition, results of operations, marketing plans, business plans, operations, pricing, promotions, and business strategies and methods; and
 - (iii) the services and products offered by the Company to its clients or prospective clients, including but not limited to, policy forms, rating information, expiration dates, information on risk characteristics, and information concerning insurance markets for large or unusual risks.
- (b) Employee acknowledges and agrees that all Confidential Information is the sole and exclusive property of the Employer Group. Accordingly, both during and after employment with the Company (whether such separation from employment is voluntary or involuntary, or with or without cause), Employee shall not use, or disclose to any third party, any Confidential Information for any reason other than as intended within the scope of Employee’s employment or as approved by an executive officer of the Company in writing. Upon separation of employment for any reason, or at any other time upon request of the Company, Employee shall immediately deliver to the Company all documents, materials, and data (and copies thereof), in tangible, electronic, or intangible form, relating to the business of the Company.

17. In the RCA, Park also promised to comply with certain post-employment obligations related to the non-solicitation of and non-interference with AP’s Restricted Clients, either directly or indirectly through another person or entity:

3. ***Non-Solicitation & Non-Interference.***

- (a) Except on behalf of the Company, during Employee’s employment with the Company and for twenty-four (24) months after Employee’s employment ends with the Company (whether voluntary or involuntary or with or without cause) (the “Restricted Period”), Employee shall not directly or indirectly through another person or entity:
 - (i) offer, sell, solicit, quote, place, provide, renew, or service any insurance product or service to, for, or on behalf of, any Restricted Client;
 - (ii) take any action intended, or reasonably likely, to cause any Restricted Client, or any vendor, insurance carrier, wholesale broker, other client of the Employer Group, or any other third party that, in each case, Employee knows or has reason to know has a material business relationship with the Employer Group, to diminish its business with, or cease or refrain from doing business with, the Employer Group; or
 - (iii) solicit for employment, hire, engage to perform services, or induce to terminate employment with the Employer Group, any of the Employer Group’s current employees, or solicit for employment, hire, or engage to perform services, any person that was employed by the Employer Group within the six (6) months prior to the cessation of such person’s employment with the Company for any reason.

18. The RCA narrowly defines “Restricted Client” as follows:

(b) *Restricted Clients.* For purposes of this Agreement, “Restricted Client” means the following:

- (i) any client of the Employer Group during the two (2) years immediately preceding the Separation Date: (A) as to which Employee received commission compensation and/or fees; (B) for which Employee had material involvement in proposing, selling, quoting, placing, providing, servicing, or renewing any insurance product or service; or (C) about whom Employee received Confidential Information; or
- (ii) any prospective client of the Employer Group during the two (2) years immediately preceding the Separation Date: (A) for which Employee had material involvement in proposing, selling, quoting, placing, providing, servicing, or renewing any insurance product or service or (B) about whom Employee received Confidential Information.

19. Throughout his employment with AP, Park had substantial contact with AP’s clients, prospective clients and employees, and he had access to AP’s trade secret and confidential information.

20. Park’s employment with AP ended on March 1, 2022. As part of the separation from employment, Park signed the Separation Agreement in which he confirmed his obligations under the RCA and promised to comply with those restrictions in consideration of the terms of the Separation Agreement and General Release. Specifically, Park reaffirmed the following:

4. **Survival of Restrictive Covenants Agreement.** Employee hereby acknowledges and reaffirms Employee’s covenants and obligations set forth in the Restrictive Covenants Agreement executed as part of Employee’s employment with Company. The Parties expressly agree that the Restrictive Covenants Agreement shall remain in full force and effect, notwithstanding any other terms of this Agreement. Employee acknowledges that Company and its Affiliates are relying upon Employee’s affirmation of Employee’s obligations under the Restrictive Covenants Agreement.

21. Unfortunately, at the time Park signed the Separation Agreement, AP was not aware that on February 27 and 28, 2022, and in anticipation of his termination, Park had already stolen a substantial amount of AP’s trade secret and confidential information. Park forwarded a substantial amount of client information and account information from his AP work e-mail account to his personal Gmail account. Park not only took substantial client information related to the clients he

solicited and serviced at AP, he took client information about AP clients *other* producers solicited and serviced as well.

22. The information stolen by Park included compilations of the following: client/account names, client contact person, client contact person's e-mail address, policy numbers, policy effective dates, renewal dates, carrier information, premium amounts, commission amounts, and annualized revenue amounts. Park took all the information he thought he needed to unfairly compete with AP and to steal these clients from AP on behalf of Towne.

23. Park subsequently used this information to solicit and communicate with Restricted Clients in violation of the RCA.

24. Towne Insurance knew or should have known that Park signed the RCA with AP when it employed Park. Instead of requiring Park to fully comply with the RCA, it permitted, encouraged, and/or benefited from Park's breach.

25. Park's violations of his RCA resulted in Restricted Clients terminating their relationship with AP – violations so blatant the clients at issue didn't even try to hide it.

From: [REDACTED]
Sent: Monday, August 29, 2022 5:12 PM
To: Joann Byrum <Joann.Byrum@assuredpartners.com>
Subject: Re: Broker of Record change request

Yes, we are following Stan. Thanks for the great service we've received.

Sent from my iPhone

On Aug 29, 2022, at 4:37 PM, Joann Byrum <Joann.Byrum@assuredpartners.com> wrote:

This email originated outside of ChemStation. Think before you click.

Good afternoon Cindy,

As you know, we recently received a request to change brokers on your Hunt & Company. We were disappointed to receive the notice and would welcome the chance to keep your business. There is a short period before that change is final, and I'd like to talk to you about rescinding your request and staying with AssuredPartners.

Otherwise, please confirm you'd like to follow Stan to Towne Insurance, and I will let the carrier know.

Have a good evening,

Joann



assuredpartners.com



Joann Byrum

Account Manager

1007 Battleground Avenue, Suite 103
Greensboro, NC 27408

d: 336-271-3522

o: 336-375-0600 | f: 336-375-7004

e: joann.byrum@assuredpartners.com

26. After AP became aware that Park stole multiple Restricted Clients, it sent Park and Towne cease and desist letters on August 29, 2022. Shortly thereafter, AP discovered the theft of its trade secret and confidential information and informed Defendants of these facts.

27. In response to these letters and information, Park and Towne Insurance communicated to AP that they would immediately cease any conduct in violation of the RCA. In reliance on these representations and with the belief that only two clients had been taken, AP did not immediately file this lawsuit and did not seek injunctive relief. However, similar to Park's prior promises in the Separation Agreement, these additional representations of Defendants proved to be false and full of half-truths.

28. AP has recently learned that Defendants have stolen at least eight Restricted Clients in violations of Park's restrictive covenant obligations and state and federal law, and that at least three other AP Restricted Clients have signed broker of record letters requesting to move their insurance business from AP to Park and Towne.

29. AP also just learned that Park has communicated with several other AP Restricted Clients that he claims have agreed to move their insurance business to Towne Insurance as a result of Park's unlawful solicitation efforts, but have not yet executed the official paperwork because of

the “stand down” allegedly ordered by Towne. There, though, the irreparable harm to AP’s client relationships has already been done.

30. As an agent of Towne Insurance, Park has already successfully solicited over 15 AP Restricted Clients to move their business away from AP and to Towne Insurance. Park was involved directly or indirectly in these solicitations, used AP’s trade secret and confidential information about these clients on behalf of Towne Insurance, and in servicing these clients for Towne Insurance.

31. Defendants’ conduct has resulted in and will continue to result in significant irreparable harm and lost business to AP. AP seeks the assistance of this Court in remedying these legal violations.

IV. CAUSES OF ACTION

FIRST CAUSE OF ACTION **(Breach of Contract)** **(Against Park)**

32. AP repeats and re-alleges the allegations set forth in the paragraphs above as if they are fully set forth herein.

33. Park’s RCA was supported by valuable consideration, including, the significant value Park received from the sale of his insurance agency’s assets to AP, his initial employment, and the access to AP’s trade secret and confidential information. Park signed the RCA as part of and as a condition of AP purchasing the assets of the insurance agency in which he was an owner. Therefore, the RCA is subject to the standard of review for a sale of business restrictive covenant.

34. The restrictions in Park’s RCA are reasonable in duration, scope and narrowly tailored to protect AP’s legitimate business interests in protecting the value of the asset purchase

and safeguarding AP's confidential information and client, prospective client, and employee relationships.

35. Park has breached Paragraph 2 of the RCA by taking, retaining, and disclosing AP's trade secret and confidential information regarding its clients to Towne Insurance and also using such information on behalf of and for the benefit of Towne Insurance.

36. Park has breached Paragraph 3 of the RCA by engaging in conduct that resulted in the loss of AP's Restricted Clients to Towne Insurance, including the solicitation and servicing of Restricted Client accounts on behalf of Towne Insurance.

37. Park breached Paragraph 3 of the RCA by encouraging Restricted Clients to cease or refrain from doing business with AP in favor of Towne Insurance.

38. All of Park's conduct described above has occurred within two years of his separation from employment with AP and during the time period the RCA restrictions apply.

39. As a direct and proximate result of his actions, Park caused and will continue to cause AP to suffer irreparable injury if he is not restrained.

40. AP is entitled to a temporary restraining order and a preliminary injunction prohibiting Park's ongoing breaches of his RCA with AP.

41. AP is entitled to an order tolling the restrictions in the RCA based on the period of Park's violations.

42. By reason of the foregoing, Park is also liable to AP for damages in an amount to be determined at trial.

43. Because of these breaches of contract, AP has been required to retain counsel to prosecute its claims. AP has agreed to pay its counsel for the reasonable attorneys' fees and expenses incurred on AP's behalf in this lawsuit. Pursuant to Paragraph 19 of the RCA, AP is

entitled to recover its reasonable and/or necessary attorneys' fees and costs incurred in the prosecution of this lawsuit.

44. Park and AP have agreed to waive any right to a trial by jury related to the claims in this action. (RCA, ¶ 22.)

SECOND CAUSE OF ACTION
(Tortious Interference with Contractual and Prospective Contractual Relations)
(Against Park and Towne Insurance)

45. AP repeats and re-alleges the allegations set forth in the paragraphs above as if they are fully set forth herein.

46. Park has improperly diverted business opportunities away from AP, has interfered with AP's relationships with Restricted Clients, and has solicited Restricted Clients to not conduct business with AP.

47. Park was aware of AP's contracts and prospective contracts with its Restricted Clients and has procured and intends to intentionally procure the breach of these contracts and prospective contracts.

48. Towne Insurance was aware of AP's contract with Park and was aware that the contract contained restrictive covenants. Despite this knowledge, Towne Insurance allowed and encouraged Park to breach his contract with AP. Towne Insurance has knowingly interfered with AP's contract with Park, caused and contributed to Park's breaches of that contract, and it has benefited from Park's breaches.

49. Because of Defendants' wrongful acts, AP has lost and will lose valuable business opportunities, the value of its trade secret and confidential information, the benefit of client, prospective client and employee relationships, and goodwill developed at AP's expense.

50. Defendants' actions have caused, and will continue to cause, AP immediate and irreparable harm.

51. AP has no adequate remedy at law.

52. AP is entitled to a temporary restraining order, preliminary injunctive relief, actual damages, compensatory damages, and punitive damages.

THIRD CAUSE OF ACTION
(Violation of North Carolina Trade Secret Protection Act)
(Against Park and Towne Insurance)

53. AP re-alleges and incorporates all of its allegations contained above as if fully set forth herein.

54. As described above, Park and Towne Insurance used improper means to misappropriate AP's confidential information and trade secrets, and, upon information and belief, has used or is using that confidential information and trade secrets to steal and/or attempt to steal AP clients and prospective clients and to obtain an unfair competitive advantage.

55. AP's confidential information and trade secrets include client data, prospective client data, business data compilations and programs, and other documents which derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, Towne Insurance and other AP competitors who can obtain economic value from its disclosure or use; and are the subject of reasonable efforts by AP to maintain its secrecy.

56. AP has taken reasonable measures to protect the client information Park took in the last days of his employment with AP for his use at Towne Insurance. It utilizes confidentiality agreements and password protections for employees who have access to this type of information. This type of information has independent economic value to AP and was the result of years of

work to develop. It has value in the fact that it is a combination of a variety of information compiled from different sources within AP. This type of information could not be easily recreated by a competitor and is not generally known to AP's competitors, and is not readily ascertainable through proper means outside of AP. A competitor of AP can obtain significant economic value from receiving this information and will be able to target AP's clients, prospects and vendors in ways that they could not otherwise accomplish without this information.

57. AP's client and prospective client and its confidential and proprietary information as described above constitutes trade secrets under the North Carolina Trade Secrets Protection Act, N.C. Gen. Stat. § 66-152, et seq. ("NCTSPA").

58. Park's actions in wrongfully misappropriating and using AP's trade secrets violated and continue to violate the NCTSPA.

59. Park's actions were as an agent and employee of Towne Insurance, were for the benefit of himself and Towne Insurance, and occurred with Towne Insurance's knowledge and authorization.

60. Defendants' actions in wrongfully misappropriating and using AP's trade secrets have caused damage to AP's business relationships and unjustly enriched Defendants.

61. Defendants' actions in wrongfully misappropriating and using AP's trade secrets entitles AP to recover actual damages and damages for unjust enrichment.

62. Defendants' actions in wrongfully misappropriating and using AP's trade secrets were and continue to be willful, entitling AP to recover exemplary damages under the NCTSPA.

63. AP seeks and is entitled to an injunction against Defendants related to the actual and threatened misappropriation of AP's confidential and trade secret information.

64. The conduct at issue constitutes a violation of NCTSPA and will continue unless enjoined by this Court, as AP is without adequate remedy at law and is threatened with irreparable loss, injury, and damage unless the Court grants the equitable relief requested.

65. AP is entitled to recover its attorney's fees in accordance with the NCTSPA.

FOURTH CAUSE OF ACTION
(Violation of the Defend Trade Secrets Act, 18 U.S.C. § 1836, *et seq.*)
(Against Park and Towne Insurance)

66. AP re-alleges and incorporates all of its allegations contained above as if fully set forth herein.

67. The DTSA forbids threatened and actual misappropriation of trade secrets "if the trade secret is related to a product or service used in, or intended for use in, interstate or foreign commerce."

68. "Trade secrets" include "all forms and types of financial, business, scientific, technical, economic or engineering information."

69. During his employment, Park had access to AP's confidential information and trade secrets, as described above.

70. Upon information and belief, Park used and shared AP's confidential information and trade secrets with and on behalf of Towne Insurance and/or misused this information himself to further his tortious conduct directed at AP.

71. This information was related to multiple products or services used in, or intended for use in, interstate commerce.

72. This information: 1) is not known outside AP; 2) is known only by AP employees, including Park, and others involved in the business; 3) is subject to reasonable measures to guard

the secrecy of the information, including Park's Agreement and other policies; 4) is valuable; and 5) is difficult for others to properly acquire or independently duplicate.

73. Park knew he had a duty, under the RCA and AP's policies, to maintain the secrecy of AP's confidential information and trade secrets.

74. Park misappropriated and used this information to cause AP harm.

75. Park misappropriated and used this information without AP's knowledge, consent, or authorization to benefit himself and Towne Insurance in a manner that will cause irreparable harm to AP.

76. Park's actions constitute actual and continuing misappropriation in violation of the DTSA.

77. Park's actions were as an agent and employee of Towne Insurance, were for the benefit of himself and Towne Insurance, and occurred with Towne Insurance's knowledge and authorization.

78. AP has suffered damages and irreparable harm because of Defendants' breaches of the DTSA.

79. AP is entitled to recover actual damages.

80. AP's damages cannot be adequately compensated through remedies at law alone, thereby requiring equitable and compensatory relief.

81. Park's actions will continue to cause irreparable harm and damages to AP if not restrained.

FIFTH CAUSE OF ACTION
(Unjust Enrichment)
(Against Park and Towne Insurance)

82. AP re-alleges and incorporates all of its allegations contained above as if fully set forth herein.

83. Defendants' improper conduct as alleged above has and will continue to enable Defendants to compete unfairly with AP.

84. Defendants' conduct was wrongful and performed in a malicious manner to harm AP and to unjustly enrich Defendants at AP's expense.

85. As a direct and proximate cause of Defendants' improper conduct, Defendants have been unjustly enriched in an amount to be determined at trial, and AP is entitled to the recovery and disgorgement of any and all profits, earnings and commissions attributable to Defendants' wrongful actions.

V. PRAYER FOR RELIEF

86. **WHEREFORE**, AP respectfully requests that the Court:

(a) Grant injunctive relief enjoining Park and Towne Insurance from retaining, using, disclosing and misappropriating AP's confidential and trade secret information;

(b) Grant injunctive relief enjoining Towne Insurance from using or disclosing any AP confidential information or trade secrets that Park has shared with Towne Insurance or transferred to any Towne Insurance device or system;

(c) Grant injunctive relief enjoining Park and Towne Insurance from retaining, using, disclosing and misappropriating AP's Confidential Information;

(d) Grant injunctive relief preventing Park from further violations of the RCA;

(e) Grant injunctive relief enjoining Towne Insurance from tortiously interfering with Park's compliance with the RCA;

(f) Grant injunctive relief enjoining Park and Towne Insurance from tortiously interfering with AP's business and contractual relations;

(g) Enter an order tolling the restrictions in the RCA based on the period of Park's violations;

(h) Order Park to immediately deliver to AP's counsel all originals and copies of AP's electronic and hard copy files, documents, information and other property in his possession, custody or control;

(i) Grant AP judgment against Defendants for actual, compensatory, and incidental damages in amounts to be determined at trial, together with pre-judgment interest;

(j) Award liquidated, punitive or exemplary damages in such other amounts which are sufficient to punish Defendants and satisfy the jurisprudential goals of specific and general deterrence in light of Defendants' willful and wanton disregard for AP's rights;

(k) Grant AP judgment against Defendants for all costs, attorneys' fees and other litigation expenses; and

(l) Grant AP such other and further relief as the Court deems just, equitable and proper.

Dated this 16th day of September, 2022.

Respectfully submitted,

s/ Benjamin P. Fryer
Benjamin P. Fryer (NC Bar No. 39254)
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Facsimile: 980-282-1949

Attorneys for Plaintiff

WSACTIVE LLP:13425830.1

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

AssuredPartners of North Carolina, LLC

(b) County of Residence of First Listed Plaintiff Seminole County, FL
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Benjamin P. Fryer, FordHarrison LLP
6000 Fairview Road, Suite 1415
Charlotte, NC 28210 Telephone: 980-282-1900

DEFENDANTS

Stanley W. Park and Towne Insurance Agency, LLC

County of Residence of First Listed Defendant Guilford County, NC
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known) Edward S. Schenk, Williams Mullen PC
(Attorney for Towne Insurance Agency)
D.Ross Hamilton, Jr., Tuggle Duggins P.A.
(Attorney for Stanley Park)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability LABOR <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input checked="" type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education		IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332, and 28 U.S.C. § 1367

Brief description of cause:
Violation of Employment and Restrictive Covenant Agreement

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$**

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

9-16-2022

SIGNATURE OF ATTORNEY OF RECORD

s/ Benjamin P. Fryer

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

RESTRICTIVE COVENANTS AGREEMENT

This **RESTRICTIVE COVENANTS AGREEMENT** (this “Agreement”) is entered into between **ASSURED PARTNERS OF NORTH CAROLINA, LLC**, a North Carolina limited liability company, with its principal place of business at 200 Colonial Center Parkway, Suite 150, Lake Mary, Florida 32746 (the “Company”), and **STANLEY W. PARK**, a North Carolina resident (“Employee”), effective as of the Effective Date (as hereinafter defined).

Employee is a shareholder and key employee of **CRAFT INSURANCE CENTER, INC.**, a North Carolina corporation (“Seller”). Pursuant to that certain Asset Purchase Agreement, dated as of the Effective Date (the “Purchase Agreement”), the Company is acquiring substantially all of the insurance-brokerage related assets of Seller (the “Acquisition”). In connection with, and conditioned upon the closing of, the Acquisition, the Company has made an offer of employment to Employee, and Employee is willing to accept such offer, subject to the terms and conditions of this Agreement. The restrictive covenants set forth in this Agreement are reasonable in scope and duration and necessary to protect the Company’s legitimate business interests, including but not limited to, its trade secrets, confidential business information, customer relationships, and customer goodwill.

For good and valuable consideration provided to Employee, including but not limited to the training provided to the Employee, compensation and benefits paid to Employee while employed with the Company, and the continuation of Employee’s employment with the Company, the receipt and sufficiency of which are hereby acknowledged, the Company and Employee agree as follows:

1. **Employment.** The Company agrees to employ Employee, and Employee accepts such employment, for the period beginning on the Effective Date and ending on the last day of the Earn-Out Period (as defined in the Purchase Agreement) (such period, the “Term”), unless earlier terminated pursuant to Section 1(b) (the “Employment Period”), *provided that*, unless earlier terminated in accordance with Section 1(b), the Employment Period shall continue after the Term has ended until a Separation occurs pursuant to Section 1(b).
 - (a) **Compensation.** During the Term, the Company will pay Employee forty percent (40.0%) of commissions received by the Company on new insurance business written by Employee and thirty percent (30.0%) of commissions received by the Company on renewal insurance business written by Employee, in each case in accordance with the Company’s standard producer compensation system (as in effect from time to time) and the Company’s payroll policies and practices. After the Term, Employee’s compensation shall be as mutually agreed between the Company and Employee.
 - (b) **Separation.** The Employment Period will continue until (i) Employee’s resignation, death, or Disability, or (ii) Employee’s employment with the Company is terminated by the Company with or without Cause (each, a “Separation”, and the date of such Separation, the “Separation Date”). If Employee’s employment is terminated prior to the end of the Term by the Company without Cause, pursuant to clause (ii) above, then during the period commencing on the date of Separation and ending on the last day of the Term, then the Company shall pay to Employee severance in an amount equal to Employee’s Annualized Base Compensation multiplied by a fraction, the numerator of which is the number of calendar days between the date of such Separation and the last day of the Term and the denominator of which is 365, payable in equal installments on Employee’s regular compensation payment dates in conformity with the Company’s customary payroll practice. Notwithstanding anything herein to the contrary, (A) Employee shall not be entitled to receive any payments pursuant to this Section 1(b) unless

Employee has executed and delivered to the Company a general release in form and substance satisfactory to the Company (and such release is in full force and effect and has not been revoked), which release shall be delivered by Employee within seven (7) calendar days after Employee's Separation and (B) Employee shall be entitled to receive such payments only so long as Employee has not breached any of the provisions of such general release or Section 2 or Section 3 hereof. Employee shall not be entitled to any further payments from the Company, nor shall the Company have any further liability to Employee, except as expressly set forth in this Section 1.

- (c) *Position and Duties.* During the Employment Period, Employee shall serve as Vice President of the Company and shall have the normal duties and responsibilities associated with such position, and such other duties and responsibilities as reasonably directed by the President of the Company, subject in each case to the power of the board of directors of the Company to expand, limit, or otherwise alter such duties, responsibilities, positions, and authority and to otherwise override actions of officers. Employee shall devote Employee's full business time and attention to such duties.
- (d) *Certain Defined Terms.*
 - (i) "Annualized Base Compensation" as used in this Agreement, means an amount equal to the annualized average of the base compensation (excluding any bonus and benefits) paid to Employee during the period beginning on the Effective Date and ending on the date of Separation.
 - (ii) "Cause" as used in this Agreement, means (i) a violation by Employee of any of the terms of this Agreement or any written policy of the Company; (ii) frequent unexplained absence or other malfeasance by Employee; (iii) failure by Employee to perform the services reasonably required of Employee by the Company; (iv) the commission by Employee of a felony or an act of moral turpitude; (v) a failure to observe policies, standards, or applicable laws regarding employment practices (including nondiscrimination and sexual harassment policies); (vi) loss or suspension of Employee's license to write insurance in the State of North Carolina; and/or (vii) conduct which could reasonably be expected to bring the Company or any of its affiliates into public disgrace or disrepute.
 - (iii) "Disability" as used in this Agreement, means either (i) the disability of Employee caused by any physical or mental injury, illness, or incapacity as a result of which Employee is, or is reasonably expected to be, unable to effectively perform the essential functions of Employee's duties for a continuous period of more than 120 days or for any 180 days (whether or not continuous) within a 365 day period, as determined by the Company in good faith, or (ii) a reputable bona fide third party insurance provider that is providing disability insurance to Employee pursuant to an existing policy determines that Employee is disabled and qualifies for benefits under such policy.
- (e) *Code Section 409A.*
 - (i) The intent of the parties is that payments and benefits under this Agreement comply with or otherwise be exempt from Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively "Code Section 409A") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be either exempt from or in compliance therewith. In no event whatsoever shall the Company be liable for any additional tax, interest, or penalty that may be imposed on

the Employee by Code Section 409A or for damages for failing to comply with Code Section 409A.

- (ii) Notwithstanding any other payment schedule provided herein to the contrary, if the Employee is deemed on the date of termination to be a “specified employee” within the meaning of that term under Code Section 409A(a)(2)(B), then any payment under Section 1 hereof that is considered deferred compensation under Code Section 409A payable on account of a “separation from service” shall not be made until the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such “separation from service” of Employee, and (B) the date of Employee’s death (the “Delay Period”) to the extent required under Code Section 409A. Upon the expiration of the Delay Period, all payments delayed pursuant to this Section 1(e)(ii) shall be paid to the Employee in a lump sum, and all remaining payments due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.
- (iii) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a “separation from service” from the Company within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a “termination”, “termination of employment”, or like terms shall mean “separation from service”.
- (iv) For purposes of Code Section 409A, the Employee’s right to receive any installment payment pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.
- (v) Notwithstanding any other provision to the contrary, in no event shall any payment under this Agreement that constitutes “deferred compensation” for purposes of Code Section 409A be subject to offset by any other amount unless otherwise permitted by Code Section 409A.

2. ***Confidential Information.***

- (a) For purposes of this Agreement, the term “Confidential Information” means all confidential, proprietary, and/or non-public information, whether or not in a written or recorded form, concerning the business or affairs of the Company and/or its affiliates, subsidiaries, and parent companies and each of their respective successors and assigns (collectively, the “Employer Group”), including but not limited to, information concerning:
 - (i) the Employer Group’s clients, prospective clients, acquisition targets, insurance brokers, vendors, insurance carriers, policy forms and information, policy types, rating information, premium amounts, expiration dates, information on risk characteristics, information concerning insurance markets for large or unusual risks and/or contracts or arrangements (including special terms and deals);
 - (ii) the Employer Group’s financial condition, results of operations, marketing plans, business plans, operations, pricing, promotions, and business strategies and methods; and
 - (iii) the services and products offered by the Company to its clients or prospective clients, including but not limited to, policy forms, rating information, expiration dates,

information on risk characteristics, and information concerning insurance markets for large or unusual risks.

- (b) Employee acknowledges and agrees that all Confidential Information is the sole and exclusive property of the Employer Group. Accordingly, both during and after employment with the Company (whether such separation from employment is voluntary or involuntary, or with or without cause), Employee shall not use, or disclose to any third party, any Confidential Information for any reason other than as intended within the scope of Employee's employment or as approved by an executive officer of the Company in writing. Upon separation of employment for any reason, or at any other time upon request of the Company, Employee shall immediately deliver to the Company all documents, materials, and data (and copies thereof), in tangible, electronic, or intangible form, relating to the business of the Company.

3. ***Non-Solicitation & Non-Interference.***

- (a) Except on behalf of the Company, during Employee's employment with the Company and for twenty-four (24) months after Employee's employment ends with the Company (whether voluntary or involuntary or with or without cause) (the "Restricted Period"), Employee shall not directly or indirectly through another person or entity:
 - (i) offer, sell, solicit, quote, place, provide, renew, or service any insurance product or service to, for, or on behalf of, any Restricted Client;
 - (ii) take any action intended, or reasonably likely, to cause any Restricted Client, or any vendor, insurance carrier, wholesale broker, other client of the Employer Group, or any other third party that, in each case, Employee knows or has reason to know has a material business relationship with the Employer Group, to diminish its business with, or cease or refrain from doing business with, the Employer Group; or
 - (iii) solicit for employment, hire, engage to perform services, or induce to terminate employment with the Employer Group, any of the Employer Group's current employees, or solicit for employment, hire, or engage to perform services, any person that was employed by the Employer Group within the six (6) months prior to the cessation of such person's employment with the Company for any reason.
- (b) ***Restricted Clients.*** For purposes of this Agreement, "Restricted Client" means the following:
 - (i) any client of the Employer Group during the two (2) years immediately preceding the Separation Date: (A) as to which Employee received commission compensation and/or fees; (B) for which Employee had material involvement in proposing, selling, quoting, placing, providing, servicing, or renewing any insurance product or service; or (C) about whom Employee received Confidential Information; or
 - (ii) any prospective client of the Employer Group during the two (2) years immediately preceding the Separation Date: (A) for which Employee had material involvement in proposing, selling, quoting, placing, providing, servicing, or renewing any insurance product or service or (B) about whom Employee received Confidential Information.

4. ***Remedies.*** In the event of the breach or a threatened breach by Employee of any of the obligations of Sections 2 or 3, (the "Restrictive Covenants") the Company, in addition to other rights and remedies available to it, shall be entitled to injunctive relief and may apply to any court for specific performance, temporary, preliminary, and/or permanent injunctive relief, or other relief in order to

enforce such obligations or prevent any breach of such obligations. In addition, in the event of a breach by Employee of the obligations in Restrictive Covenants, the Restricted Period shall be tolled until such breach has been cured. Employee further acknowledges and agrees that each member of the Employer Group is an intended third-party beneficiary of this Agreement.

5. **Independent Covenants.** Each covenant contained in Sections 2 and 3 shall be construed as agreements independent of any other provisions of this Agreement or Employee's employment with the Company, and the existence of any claim or cause of action of Employee against the Company, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants.
6. **Work Product.**
 - (a) Employee acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, and all similar or related information (whether or not patentable) which relate to the Company's actual or anticipated business, research, and development, or existing or future products or services, and which are conceived, developed, made, or reduced to practice by Employee, alone or with others, while employed by the Company (collectively, "**Work Product**") belong exclusively to the Company. To the extent the Work Product is not deemed "work made for hire," Employee hereby assigns to the Company all right, title, and interest in and to such Work Product. Employee shall promptly disclose such Work Product to the Company and perform all actions reasonably requested by the Company (whether during or after employment) to establish and confirm such ownership (including without limitation the execution and delivery of assignments, consents, powers of attorney, and other instruments).
 - (b) Employee further acknowledges and agrees that all writings and documentation of any kind produced by Employee in the course of working for the Company, are works made for hire (as that term is defined by U.S. Copyright law) and the property of the Company, without payment or royalty or any other consideration to Employee, including without limitation any copyrights in such writing or documentation. To the extent that any such works may not, by operation of law or otherwise, be work made for hire, Employee hereby irrevocably assigns to the Company all copyright in such works, whether published or unpublished, and agrees to take any such additional steps, including without limitation all those specified in subsection (a) above, to secure and maintain such copyright in favor of the Company.
7. **Non-Disparagement.** Employee agrees that during Employee's employment with the Company and after Employee's employment ends (regardless of how it ends), Employee shall refrain from all conduct, verbal or otherwise, that disparages or damages or could reasonably be expected to disparage or damage the reputation, goodwill or standing in the community of the Employer Group.
8. **Employee's Representations.** Employee represents and warrants to the Company that: Employee is not a party to or bound by any employment agreement, non-compete agreement, non-solicitation agreement, confidentiality agreement, or other post-employment obligation or covenant with any other person or entity that would limit Employee's job duties or obligations with the Company in any way; upon the execution and delivery of this Agreement to the Company (subject only to the consummation of the Acquisition), this Agreement shall be the valid and binding obligation of Employee, enforceable in accordance with its terms, , and Employee has had an opportunity to consult with legal counsel regarding all of the provisions contained in this Agreement, and Employee fully understands its terms and conditions.

9. **Effectiveness.** The closing of the Acquisition is a condition precedent to the effectiveness of this Agreement, and until the closing of the Acquisition (the effective date and time upon which such closing occurs, the “Effective Date”), this Agreement shall have no force or effect.
10. **Use of Third-Party Information.** Employee shall not use in Employee’s employment with the Company, or disclose to the Company, any confidential information or trade secrets of a third party (including any former employer of Employee) unless the Company receives written approval to use such information from the applicable third party.
11. **Indemnification.** Employee agrees to indemnify, defend, and hold harmless the Company, its affiliates and all of their respective employees from and against any losses, damages, costs, fees, expenses, and liabilities, including reasonable attorneys’ fees and costs, in the event the Company, any of its affiliates, or any of their respective employees is or becomes subject to any claims, proceedings or actions by any third party alleging that Employee has, by virtue of being employed by the Company, Employee’s conduct with or performance of its obligations for the Company, and/or entering into this Agreement, created a conflict with, breached, violated, or caused a default under any contract or agreement with, or obligation to, such third party.
12. **No Assumed Obligations.** Employee acknowledges that the Company is not assuming, and shall in no way be responsible for, any obligation or liability under any employment, compensation, confidentiality, non-solicitation, and/or similar agreement or arrangement between Employee and Seller.
13. **Survival.** This Agreement shall survive and continue in full force in accordance with its terms notwithstanding the termination of Employee’s employment for any reason.
14. **Modification; Severability.** Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Company and Employee with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The Company and Employee further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement or by making such other modifications as it deems warranted to carry out the intent and agreement of the Company and Employee as embodied herein to the maximum extent permitted by law. The Company and Employee expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been set forth herein.
15. **Notices.** Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, or mailed by first class mail, return receipt requested, to the recipient at the address indicated below, or such other address or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party. Any notice under this Agreement shall be effective when so delivered or mailed.

If to Employee: Employee's last mailing address appearing in the payroll/personnel records of the Company.

If to the Company: 200 Colonial Center Parkway
Suite 150
Lake Mary, Florida 32746
Attention: General Counsel

16. **Successors and Assigns.** This Agreement is intended to inure to the benefit of and be enforceable by the Company and its successors and assigns. Accordingly, Employee agrees that the Company may freely assign this Agreement, without Employee's consent, and Employee will continue to be bound by the provisions of this Agreement for the benefit of the Company and its successors and assigns, any of which may enforce the Company's rights under this Agreement. Employee may not assign Employee's rights or delegate Employee's obligations hereunder without the prior written consent of the Company, which consent may be withheld in its sole discretion.
17. **Choice of Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions. Any claim or dispute arising out of or relating to this Agreement or Employee's employment with the Company may be heard and determined by the state or federal courts located in Orange County, Florida. The Company and Employee each expressly submit and consent to the jurisdiction of such courts, and the Company and Employee each hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue or *forum non conveniens*.
18. **Amendment and Waiver.** The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and Employee, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect, or enforceability of this Agreement.
19. **Attorneys' Fees.** If either the Company or Employee engages one or more attorneys to enforce any of the terms of this Agreement or otherwise protect it against any breach or threatened breach of this Agreement, whether or not a lawsuit or claim is actually filed, the non-prevailing party shall be responsible for and shall promptly pay all of the prevailing party's reasonable attorneys' fees, costs and expenses, and all other reasonable costs and expenses, in addition to any other legal or equitable relief to which the prevailing party may be entitled.
20. **Complete Agreement.** This Agreement is the complete agreement between the Company and Employee and supersedes and preempts any prior understandings, agreements, or representations between them, whether written or oral, which may have related to the specific subject matter that is contained in this Agreement.
21. **Counterparts; Electronic Delivery.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Agreement and any amendments hereto or thereto, to the extent signed and delivered by means of a photographic, photostatic, facsimile, portable document format (.pdf), or similar reproduction of such signed writing using a facsimile machine or electronic mail shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties.

22. **JURY TRIAL WAIVER AS TO ALL CLAIMS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EMPLOYEE AND THE COMPANY EACH HEREBY KNOWINGLY AND WILLINGLY WAIVES ANY RIGHT THAT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING RELATED TO OR ARISING OUT OF ANY CLAIMS, WHETHER STATUTORY, CONTRACTUAL, OR AT COMMON LAW, UNDER OR IN CONJUNCTION WITH THIS AGREEMENT, OR EMPLOYEE'S EMPLOYMENT WITH THE COMPANY OR THE TERMINATION OF SUCH EMPLOYMENT, INCLUDING ANY CLAIMS OF DISCRIMINATION. THE COMPANY AND EMPLOYEE AGREE THAT THIS WAIVER OF THE RIGHT TO JURY TRIAL IS DONE KNOWINGLY, VOLUNTARILY, AND FREE FROM DURESS OR COERCION. THE COMPANY AND EMPLOYEE UNDERSTAND THAT THEY HAVE A RIGHT TO CONSULT WITH A PERSON OF THEIR CHOOSING, INCLUDING AN ATTORNEY, BEFORE SIGNING THIS AGREEMENT.**

[Signature Page Immediately Follows]

The parties have executed this Restrictive Covenants Agreement effective as of the Effective Date.

The Company:

ASSURED PARTNERS OF NORTH CAROLINA, LLC, a North Carolina limited liability company

By: 

Name: Dean Curtis

Title: Senior Vice President

Employee:

Sign: _____

Name: STANLEY W. PARK

The parties have executed this Restrictive Covenants Agreement effective as of the Effective Date.

The Company:

**ASSURED PARTNERS OF NORTH CAROLINA,
LLC**, a North Carolina limited liability company

By: _____
Name: Dean Curtis
Title: Senior Vice President

Employee:

Sign: 
Name: STANLEY W. PARK