

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF MISSISSIPPI  
ABERDEEN DIVISION**

**DONALD BISHOP COOK, SR.,  
Individually and on behalf of all  
others similarly situated**

**PLAINTIFF**

**VS.**

**CIVIL ACTION NO: \_\_\_\_\_**

**MISSISSIPPI FARM BUREAU  
CASUALTY INSURANCE COMPANY,  
SOUTHERN FARM BUREAU LIFE  
INSURANCE COMPANY, and  
SOUTHERN FARM BUREAU  
CASUALTY INSURANCE COMPANY**

**DEFENDANTS**

**INDIVIDUAL, COLLECTIVE ACTION AND CLASS ACTION COMPLAINT  
FOR DECLARATORY JUDGMENT AND DAMAGES**

**JURY TRIAL DEMANDED**

**COMES NOW** Donald Bishop Cook, Sr., ["Cook"], individually and as representative of all persons similarly situated, and brings this action against Defendants Mississippi Farm Bureau Casualty Insurance Company, Southern Farm Bureau Life Insurance Company, and Southern Farm Bureau Casualty Insurance Company, an integrated enterprise that jointly employed Cook and employed and/or employs other similarly situated individuals, [hereinafter referred to collectively as "Farm Bureau"].<sup>1</sup>

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<sup>1</sup> Cook was terminated by Farm Bureau in August of 2017. Accordingly, the past tense is used throughout this Complaint to refer to him and to other similarly situated Agency Managers who are no longer employed by Farm Bureau. However, this action is not intended to be limited to claims by former Agency Managers and includes and intends to include Agency Managers currently employed by Farm Bureau, as well as Cook and other former Agency Managers. Use of present and/or past tense throughout this Complaint (or failure to consistently use both tenses throughout this Complaint) is not intended and should not be taken as an intent to limit this suit to claims brought either just by former Agency Managers or just by current Agency Managers.

## **INTRODUCTION**

1. This is a civil action for violations of the Fair Standards Labor Act of 1938, as amended, 29 U.S.C. § 201 *et seq.* [hereinafter "FLSA"], and the Federal Insurance Contributions Act of 1935, as amended, 26 U.S.C. § 3101 *et seq.* [hereinafter "FICA"]. Cook brings the action on behalf of himself and on behalf of all individuals similarly situated who work or worked as an insurance Agency Manager for Farm Bureau pursuant to contract and are or were misclassified as independent contractors when, in fact, they are or were nonexempt employees.

2. Cook brings this action on behalf of himself and on behalf of all of those similarly situated, seeking to recover payment of wages lost or unpaid back wages, reimbursement of the portions of FICA taxes they paid which should have been paid by Farm Bureau, liquidated damages, reasonable attorneys' fees, costs of prosecution of this action, and pre- and post-judgment interest.

3. This case implicates Farm Bureau's policy of misclassifying employees as independent contractors in an effort to avoid overtime pay liability under the FLSA and withholding and payment obligations under the FICA. Farm Bureau misclassified Cook and others similarly situated and then required or permitted them to work as insurance Agency Managers in excess of 40 hours per week without paying or compensating them for their overtime hours. It also failed to withhold their portion of FICA taxes and to pay its 7.65% share of these misclassified employees' FICA taxes.

4. In addition to misclassifying Agency Manager employees as independent contractors and requiring or allowing them to work in excess of 40 hours per week, Farm Bureau also refused or failed to keep proper records of hours worked as required by the FLSA, refused or failed to compensate Cook and other similarly situated for their overtime work at the applicable

overtime rate of pay, refused or failed to withhold the Agency Manager employees' portion of FICA taxes, and refused or failed to pay its 7.65% share of these employees' FICA taxes. Farm Bureau still continues these wrongful and unlawful practices, at the expense of and to the detriment of its Agency Managers.

5. Farm Bureau's conduct violates the FLSA which requires employers to keep proper records of hours worked and to compensate nonexempt employees for their overtime work at a minimum rate of one and one-half times their regular rate of pay. See 29 U.S.C. § 207(a).

6. Farm Bureau's conduct also violates the FICA which requires employers to withhold FICA taxes on behalf of their employees and to pay its 7.65% share of their employees' 15.3 FICA tax obligations.

7. Cook, as the putative class representative, seeks certification of this suit as a collective and class action on behalf of all current and former misclassified Agency Managers of Farm Bureau Mississippi locations.

### **THE PARTIES**

8. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

9. Cook resides at 115 CR 79 in Houston, Chickasaw County, Mississippi. Cook worked for Farm Bureau for 41 years. He first began working for Farm Bureau as an insurance agent in Chickasaw County, Mississippi in or about 1976. He was promoted to the Agency Manager upon the retirement of Evans Dendy in 1978 and remained so employed until Farm Bureau wrongfully terminated him on August 2017. During all applicable times, Cook regularly worked as an Agency Manager in excess of 40 hours per week. However, Farm Bureau misclassified him as an independent contractor in an effort to avoid liability under the FLSA and the FICA and refused or failed to pay him overtime pay and likewise refused or failed to pay its portion of

Cook's FICA taxes. Copies of Cook's Agency Manager Contract executed on July 1, 2004, Agency Manager Contract executed on January 5, 2017, and Agency Manager Evaluation executed on January 26, 2017 are attached hereto, respectively, and incorporated by reference as Exhibits "1," "2," and "3." A copy of Cook's Consent to Sue form will be filed separately.

10. Defendant Mississippi Farm Bureau Casualty Insurance Company is a Mississippi Corporation. It may be served with process through service upon its registered agent, Steve W. Ingram, 1800 East County Line Road, Ridgeland, Mississippi 39157.

11. Defendant Southern Farm Bureau Life Insurance Company is a Mississippi Corporation. It may be served with process through service upon its registered agent, Joseph A. Purvis, 1401 Livingston Lane, Jackson, Mississippi 39213.

12. Defendant Southern Farm Bureau Casualty Insurance Company is a Mississippi Corporation. It may be served with process through service upon its registered agent, Steve W. Ingram, 1800 East County Line Road, Ridgeland, Mississippi 39157.

#### **JURISDICTION AND VENUE**

13. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

14. This Court has jurisdiction over the claims asserted in this action pursuant to 28 U.S.C. § 1331 (federal question jurisdiction) because claims arise under the FLSA and the FICA, 28 U.S.C. § 1337 (jurisdiction over civil actions arising under any Act of Congress regulating commerce), 29 U.S.C. § 216(b) (jurisdiction over action to recover liability prescribed under the FLSA), 26 U.S.C. § 3102(b) (creating implied private right of action under the FICA to compel employer to correct its share of FICA contributions), 28 U.S.C. § 2201 (the Federal Declaratory Judgment Act), and Rule 57 of the Federal Rules of Civil Procedure.

15. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367(a) because these claims arise from a common set of operative facts and are so related to the claims within this Court's original jurisdiction that they form a part of the same case or controversy.

16. Venue is proper in this Court under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the FLSA claims occurred within this district.

### **ENTERPRISE AND JOINT EMPLOYMENT**

17. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

18. The Farm Bureau Defendants are an integrated enterprise, and some or all of them jointly employed Cook. See, e.g., Exhibit "1" at ¶ 1 (indicating that Cook's Agency Manager Contract was with both Southern Farm Bureau Casualty Insurance and Mississippi Farm Bureau Casualty Insurance Company).

19. The Farm Bureau Defendants constitute a single enterprise under 29 U.S.C. § 203(r) because they are an integrated enterprise and/or perform related activities for a common business purpose. There is an interrelation between their operations, and they have common management, common ownership or financial control and centralized control of labor relations. All three Farm Bureau Defendants had control over employment practices and decisions related to Cook and to others similarly situated. They continue to have control over employment practices and decisions related to Agency Managers.

20. Farm Bureau's general provision regarding indebtedness, in its Agency Manager's contracts, is a good example of the integration of the Farm Bureau entities and the integration of its operations and practices. There, Farm Bureau gave itself:

the right to withhold payment of any or all compensation due hereunder for a period of time sufficient to give the [Farm Bureau] Companies the opportunity to

determine the existence and amount of any indebtedness due, or claimed to be due from You [the Agency Managers] to the Companies, to any Farm Bureau organization, or to other companies.

See Exhibit "1" at p. 4, ¶4.A. and Exhibit "2" at p. 5, ¶ 4.A.

21. All three Farm Bureau Defendants engaged (and continue to engage) in activities related to soliciting, selling and servicing insurance policies under the Mississippi Farm Bureau aegis. All three Farm Bureau Defendants utilized (and continue to utilize) the same agency force for the soliciting, selling and servicing of their insurance products in Mississippi.

22. The Farm Bureau Defendants worked (and continue to work) together to offer insurance products and services under a single Farm Bureau identity.

23. The Farm Bureau Defendants shared (and continue to share) a unified, advertising mark (logo) which was established in 1988 to serve all participating companies. They also shared (and continue to share) a brand positioning statement, "Helping You is What We Do Best."

24. The Farm Bureau Defendants jointly utilized (and continue to utilize) a shared method of compensating Agency Managers. See Exhibit "1" at three-page attachment entitled "Agency Manager Schedule 1 Statement of Commissions for Agency Managers Contracted with Mississippi Farm Bureau Mutual Insurance Company, Mississippi Farm Bureau Casualty Insurance Company, Southern Farm Bureau Casualty Insurance Company, and Southern Farm Bureau Life Insurance Company" [hereinafter referred to as "Agency Manager Schedule 1"].

25. The Farm Bureau Defendants, formally or as a matter of practice, jointly determined, shared or allocated the ability to direct, control and supervise Cook and other misclassified Agency Managers, by both direct and indirect means. They continue to jointly determine, share or allocate the ability to direct, control and supervise other misclassified Agency Managers.

26. By way of example, Farm Bureau Agency Managers managed and supervised (and continue to manage and supervise) Farm Bureau Agents for the sale of all product lines sold by the Farm Bureau entities. In turn, the Vice President of Sales managed and supervised (and continues to manage and supervise) the Agency Managers and was (and continues to be) responsible for all of the marketing efforts such as advertising and sales promotions for all product lines sold by the Farm Bureau entities. See excerpt from Henry Hamill's LinkedIn profile, attached hereto and incorporated by reference as Exhibit "4" (wherein Henry Hamill, a VP of Sales for Mississippi Farm Bureau represents that, as VP of Sales, he is responsible for managing roughly 320 agents and 10 staff members and also for all marketing efforts such as advertising and sales promotions).

27. The Farm Bureau Defendants, formally or as a matter of practice, jointly determined, shared and/or allocated the power, directly or indirectly, to hire and fire Cook and other misclassified Agency Managers or to modify the terms and conditions of their employment.

28. For example, Cook and other misclassified employees were subject to employment-related agreements with Farm Bureau whereby Farm Bureau misclassified them as independent contractors. These agreements required them to follow guidelines, instructions and rules contained within Farm Bureau's rate books, compliance manuals, guidelines and other documents, all of which were subject to change at Farm Bureau's sole discretion. See, e.g., Exhibit "1" at p. 2, ¶ 2.F. The same agreements reserved Farm Bureau's right to terminate Cook and the other misclassified employees. Farm Bureau continues to utilize these practices with regard to Agency Managers throughout the state of Mississippi.

29. The relationships between the Farm Bureau entities are permanent and longstanding.

30. The Farm Bureau entities operate subject to common management, supervision and control.

31. Cook and other misclassified Agency Managers' day-to-day experience was that Mississippi Farm Bureau was their employer. They, along with supervisors and agents, were considered to be working for "Mississippi Farm Bureau." The Farm Bureau Defendants managed Cook and other misclassified Agency Managers concerning all lines of Farm Bureau insurance sold, including all Mississippi Farm Bureau lines as well as casualty and life lines sold by Mississippi Farm Bureau Casualty Insurance Company, Southern Farm Bureau Casualty Insurance Company, and Southern Farm Bureau Life Insurance Company. Farm Bureau still continues these practices with regard to its Agency Managers.

32. The Farm Bureau Defendants paid Cook and other misclassified Agency Managers (and continues to pay other misclassified Agency Managers). They also supplied Cook and Agency Managers (both past and current) with facilities, computers and office supplies which Cook and other Agency Managers similarly situated used for all of their work for Farm Bureau, including soliciting, selling and servicing policies issued by each of the Farm Bureau companies.

#### **FLSA AND FICA COVERAGE**

33. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

34. Cook brings this Complaint as a collective and class action, alleging violations of the FLSA the FICA on behalf of himself and all similarly situated individuals. The putative class is defined as:

All individuals who, through a contract or agreement with Farm Bureau, perform or performed as Agency Managers for Farm Bureau and who were classified by Farm Bureau (or, rather, misclassified by Farm Bureau) as "independent contractors" anywhere in the state of Mississippi at any time from the date that is three years preceding the commencement of this action through the close of the Court-determined opt-in period and who file a consent to join in this action.



The putative class also includes Cook, and he reserves the right to modify this definition prior to conditional certification of the putative class.

35. Cook, along with current and former misclassified Agency Managers of Farm Bureau, are similarly situated in that they have or had substantially similar job requirements and pay provisions and are or were subject to Farm Bureau's common practices, policies and/or plans controlling their daily job functions.

36. At all material times, the Farm Bureau entities were employers within the meaning of the FLSA and the FICA. See 26 U.S.C. § 3121(h) and 29 U.S.C. § 203(d).

37. The Farm Bureau entities controlled the nature, pay structure, and employment relationship with Cook and all Agency Managers similarly situated.

38. The Farm Bureau entities have and/or had the authority to hire and fire Agency Managers; the authority to direct, supervise and manage the work of Agency Managers; the authority to sign on the companies' checking accounts, including payroll accounts; and the authority to make decisions regarding Agency Managers' compensation and capital expenditures.

39. Additionally, Farm Bureau was responsible for the day-to-day affairs of the Farm Bureau agencies. In particular, it was responsible for determining whether it complied with the FLSA and the FICA.

40. As such, Farm Bureau acted directly or indirectly in the interest of the employment of Cook and other Agency Managers (both former and current) as their employer, which makes it liable under the FLSA and the FICA.

41. Furthermore, at all material times, Farm Bureau has been an enterprise engaged in interstate commerce or in the production of goods or services for interstate commerce because they have or have had employees engaged in interstate commerce.

42. The Farm Bureau entities acted in related activities performed through a unified operation and common control for a common business purpose (i.e., to solicit, sell and service insurance policies under the Mississippi Farm Bureau aegis).

43. The Farm Bureau entities have had, and continue to have, an annual gross volume of sales made or done of not less than \$500,000.00. See 29 U.S.C. § 203(s)(1).

#### **COLLECTIVE ACTION ALLEGATIONS**

44. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

45. Cook brings this action pursuant to the FLSA, 29 U.S.C. § 216(b) (and other applicable statutes, laws and common law) on his own behalf and on behalf of the putative class described hereinabove.

46. Cook does not bring this action on behalf of any executive, administrative or professional employee exempt from coverage under the FLSA.

47. A collective action under the FLSA is appropriate because, under 29 U.S.C. § 216(b), the Agency Managers described are "similarly situated" to Cook. The employees on behalf of whom Cook brings this collective action are similarly situated because they have been or are employed in the same or similar positions; they were or are subject to the same or similar wrongful and unlawful practices, policies and/or plans; and their claims are based upon the same legal theories.

48. Cook estimates that the collective class, including both current and former Agency Managers over the relevant period, will include well over 100 members. The precise number of collective class members should be readily available from a review of Farm Bureau's records and from input received from the collective class members as part of the notice and "opt-in" process provided by 29 U.S.C. § 216(b).

49. Cook's and the putative class members' entitlement to overtime pay and reimbursement of FICA expenses, except for the amounts, are identical and depend on one uniform factual question regarding whether, as a matter of economic reality, Cook and the putative class members are or were reliant on Farm Bureau to earn a living or are or were in business for themselves.

50. Similarly, the classification status of Cook and the putative class members involve an identical legal question regarding whether Farm Bureau's Agency Managers acted as employees, and not independent contractors, such that Farm Bureau owed (and owes) them a minimum wage, overtime and record-keeping obligations under the FLSA and reimbursement for FICA expenses under the FICA.

51. Cook and the putative class members share the same interest in that the outcome of this action will determine whether they were (or are) either independent contractors or employees under the FLSA and the FICA. Because the facts in each case are similar, if not altogether identical, the factual assessment and legal standards lend themselves to a collective action.

#### **CLASS ACTION ALLEGATIONS**

52. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

53. Cook also brings this action, pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of a putative class defined hereinabove. Cook reserves the right to amend the putative class definition as necessary.

54. Farm Bureau regularly permitted and required Cook and members of the putative class to work more than 40 hours per week without overtime compensation.

55. Upon information and belief, Farm Bureau knew that Cook and all similarly situated individuals performed work that required overtime pay.

56. Farm Bureau refused or failed to withhold its Agency Managers' portions of their FICA obligations and refused or failed to pay its own 7.65% share of its Agency Managers' 15.3% FICA obligations. Farm Bureau knew or should have known that it was responsible and liable for proper withholding and payment under the FICA.

57. Farm Bureau has operated under a scheme to deprive its misclassified Agency Managers of overtime compensation by failing to properly compensate them for all time worked. It has deprived them of payment of half of their FICA obligations as required by the FICA.

58. Farm Bureau's conduct, as set forth in this Complaint, was willful and has caused significant damage to Cook and all similarly situated individuals.

59. Cook shares the same interests as the putative class members and will be entitled to overtime compensation, reimbursement of FICA expenses, liquidated damages, reasonable attorney's fees, costs of prosecution of this action, and pre- and post-judgment interest owed to him under nearly identical factual and legal standards as the remainder of the putative class.

60. The putative class meets the numerosity requirement of Rule 23(a)(1) because, during the relevant time period, Farm Bureau employed a number of persons in all or nearly all 82 counties in Mississippi who were all subjected to working as Agency Managers without being paid overtime pay and while being required to pay the entire 15.3% FICA taxes rather than only their 7.65% share. The precise number of class members should be readily available from a review of Farm Bureau's records and from input received from the putative class members.

61. The putative class meets the commonality requirement of Rule 23(a)(2) because, during the relevant period, the Farm Bureau Defendants engaged in a common course of conduct and practices that violated (and continue to violate) the legal rights of Cook and the putative class members. Any individual question Cook's claims present will be far less central to this litigation than the numerous and material questions of law and fact common to the class, including but not limited to: whether Cook and the other putative class members, as a matter of economic reality, were or are reliant on Farm Bureau to earn a living or were or are self-reliant and independent; whether Cook's and the other putative class members' work was an integral part of Farm Bureau's business of soliciting, selling and servicing insurance policies; whether Cook's and the other putative class members' managerial skills affected their opportunity for profit or loss; how Cook's and the other putative class members' investments into the business compared to Farm Bureau's investment into the business; whether the relationships between the parties (Cook and the putative class members on one hand and Farm Bureau on the other hand) were (and are) indefinite and on-going or whether they were fixed and project-based as

typical of independent contractors; and the nature and degree of Farm Bureau's control over the Agency Managers.

62. The statuses of all individuals similarly situated to Cook raise an identical legal question: whether Farm Bureau's Agency Managers acted as independent contractors or employees to whom Farm Bureau owed or would owe a minimum wage, overtime, record-keeping obligations, and tax obligations under the FLSA and the FICA.

63. The putative class meets the typicality requirement of Rule 23(a)(3) because Cook and the putative class members were all employed by Farm Bureau pursuant to Agency Manager Contracts and performed their services without receiving overtime wages owed for their work and without receiving the benefit of Farm Bureau paying half of their 15.3% FICA tax obligations.

64. The putative class meets the fair and adequate protection requirement of Rule 23(a)(4) because there is no apparent conflict of interest between Cook and the putative class members, and because counsel for Cook is knowledgeable and experienced in the field of employment law, can and will fairly and competently represent the interests of all class members, and has and will commit the human and financial resources necessary to adequately represent all class members. Furthermore, counsel for Cook has conducted significant investigation as to potential claims and parties in this case.

65. The putative class meets the predominance requirement of Rule 23(b)(3) because issues common to the class predominate over any questions affecting only individual members including but not limited to whether Farm Bureau's Agency Managers were (and are) improperly classified as independent contractors and whether

Farm Bureau, through its employment policies and practices, exercised control over the manner in which the class members worked.

66. The putative class meets the superiority requirement of Rule 23(b)(3) because allowing the parties to resolve their controversy through a class action would permit a large number of similarly-situated persons to prosecute common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort or expense that numerous individual actions would require.

67. Even if each class member could afford to litigate a separate suit, this Court should not require the filing and prosecution of possibly one hundred or more identical actions, given the material similarity of the putative class members' claims. Separate lawsuits of the legal and factual issues raised by Farm Bureau's conduct and practices would cause unavoidable delay, a significant duplication of efforts, and a waste of resources. Alternatively, allowing the claims to proceed by way of a single class action would permit the efficient supervision of the putative class members' claims and would create significant economies of scale for the Court and all parties involved, resulting in uniform, binding adjudication of all issues.

68. This action can be efficiently and effectively managed by sending the same FLSA and FICA opt-in notice to all employees similarly situated.

69. Farm Bureau is liable under the FLSA and the FICA for failing to keep proper records of hours worked as mandated by FLSA, for failing to properly compensate Cook and the other putative class members, and for failing to pay its half of their FICA obligations, and notice of this lawsuit should be sent to all similarly situated individuals.

Those similarly situated are known to Farm Bureau and are readily identifiable through Farm Bureau's records.

### **FACTS**

70. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

71. Cook and all similarly situated individuals have all been victimized by Farm Bureau's common policy and plan to violate their rights under the FLSA and the FICA by refusing or failing to keep proper records, denying them proper overtime compensation and refusing or failing to pay its half of their FICA obligations.

72. Farm Bureau operates a business enterprise of soliciting, selling and servicing insurance and insurance-related products and services including auto insurance, homeowner's insurance, renter's insurance, manufactured home insurance, farm & ranch insurance, property insurance, health insurance and life insurance.

73. Cook and the other putative class members were (and are), as a matter of economic reality, reliant upon Farm Bureau to earn a living. They were neither self-reliant nor independent.

74. Cook's and the other putative class members' work was (and is) an integral part of Farm Bureau's business. Their services were integrated into Farm Bureau's business operation of soliciting, selling and servicing insurance products, which is consistent with an employee classification and not an independent contractor classification. See, e.g., Exhibit "1" at p. 1, ¶ 2.B.

75. Cook's and the other putative class members' investments into Farm Bureau Agencies was (and is) miniscule compared to Farm Bureau's investment. Farm Bureau's



investments in the infrastructure designed to underwrite, administer and pay claims of insurance products sold by Cook and other putative class members far exceed any investment by them.

76. Cook and other putative class members had or have indefinite, lengthy and ongoing working relationships with Farm Bureau and received (and/or continue to receive) promotions and advanced (and/or continue to advance) along career paths as is typical for employees. For instance, Cook worked for Farm Bureau for 41 total years. He began as an agent in Chickasaw County in 1976. He served in that capacity until he was promoted to Agency Manager upon Evans Dendy's retirement in 1978. He served as Agency Manger until he was terminated in August of 2017. Similarly, according to their LinkedIn and/or Facebook profiles,:

a. Henry Hamill, VP of Sales for Mississippi Farm Bureau, has worked for Farm Bureau for 28 total years. He began as an agent in Brookhaven, Mississippi in 1990 and accepted a "promotion to become Agency Manager for Farm Bureau in Alcorn County" in October 2008. In May 2011, he was promoted again to become a VP of Sales. "In this position, [he is] responsible for managing roughly 320 agents and 10 staff members. [He is] also responsible for all the marketing efforts such as advertising and sales promotions."

b. John Thomas, Director of Agency Development at Mississippi Farm Bureau Casualty Insurance Company, has worked form Farm Bureau for 34 years. He worked as an agent for 22 years, from August 1984 to August 2006. He was then promoted to Agency Manager where he worked until April 2011. In April 2011, he accepted another promotion to District Sales Manager. He worked in that position until January 2016 when he accepted a Farm Bureau promotion to Director of Agency Development.

c. Brian Hicks, a District Sales Manager for Southern Farm Bureau Life Insurance Company in north Mississippi, has worked for Farm Bureau for 10 years. He worked as an agent in Tupelo, Mississippi from January 2008 to September 2012. He was then promoted to a District Sales Manager for Southern Farm Bureau Life Insurance Company in October 2012.

d. Barry Patton, a District Sales Manager for Mississippi Farm Bureau, has worked in that capacity since 2002. He manages Farm Bureau agents, including George "Bubba" Cole who is a defendant in a Title VII action filed in the United States District for the Northern District of Mississippi (Civil Action No. 1:17cv219).

e. Bill Hite has been an Agency Manager at Farm Bureau in Washington County for over 26 years (since December 1991).

f. Brian Street, an Agency Manager for Farm Bureau in Cleveland, Mississippi, has been employed by Farm Bureau for nearly 6 years. He was hired as an agent in Sunflower County. He served as an agent from July 2012 until he was promoted to Agency Manger (where he still serves) in June, 2017.

g. Judd Williams, an Agency Manager for Farm Bureau in Indianola, Mississippi, has worked for Farm Bureau for 12 years. He has worked as an agent since March 2006 and as an Agency Manager since July 2011.

See Exhibit "4"; see also LinkedIn and/or Facebook profile excerpts, attached hereto respectively and incorporated by reference as Exhibits "5" – "10".

77. Farm Bureau expected and encouraged "continuous service" by Cook and other putative class members which is typical of employment relationships and not independent contractor relationships. This is evidenced, *inter alia*, by the fact that it tied its compensation to Cook and other putative class members to "length of continuous service as Agency Manager." See Exhibit "1" at p. 7, ¶ 6.B. and Exhibit "2" at p. 8, ¶6.B. Its expectation was and is that Agency Managers work for it for more than 5 years. See, e.g., Exhibit "1" at p. 7, ¶ 6.B. and Exhibit "2" at p. 8, ¶6.B. (providing 0% percentage of qualifying commissions to be paid for continuous length of service of less than 5 years and 50%+ for continuous length of service of at least 5 years); see also Exhibit "1" at pp. 6-7, ¶¶ 6.A., D. and H. and Exhibit "2" at pp. 7-8, pp. 6-7, ¶¶ 6.A., D. and H. (tying other benefits to length of continuous service of at least 5 years).

78. Cook and other putative class members worked exclusively for Farm Bureau for years and even decades. See, e.g., Exhibits "1," "8," "9," and "10."

79. The primary job duties of Cook and the putative class members include and/or included:

- "provid[ing] the creative selling, professional counseling, and prompt and skillful service essential to the creation and maintenance of successful multiple-line companies and agencies" for Farm Bureau;
- personally soliciting and servicing all lines of business that the Farm Bureau companies offer;
- soliciting and servicing all lines of business that the Farm Bureau companies offer through Farm Bureau-appointed agents;
- assisting Farm Bureau-appointed agents for proficiency in the sale and service of Farm Bureau's insurance lines;
- assigning accounts to agents as prescribed by Farm Bureau rules and guidelines;
- submitting to government by Farm Bureau guidelines and instructions contained in its rate books, manuals, and underwriting guidelines; and
- performing claim adjustment and all other services for Farm Bureau's insureds in the manners detailed in Farm Bureau's guidelines, instructions, and Agents' Manuals.

See, e.g., Exhibits "1" and "2."

80. Cook and the other putative class members solicited, sold and serviced, personally and through Farm Bureau-appointed agents, insurance policies exclusively from Farm Bureau. See, e.g., Exhibit "1" at p. 1, ¶ 2.B. They were prohibited from soliciting, selling and/or servicing insurance from other companies while working for Farm Bureau unless they obtained prior written consent and authorization to do so. See, e.g., Exhibit "1" at p. 2, ¶ 2.E.

81. Alternatively, Farm Bureau limited and controlled the policies, products, and services Cook and the other putative class members could solicit, sell and/or service, personally or through Farm Bureau-appointed agents, and only a select group of Agency Managers or agents were allowed to write Blue Cross Blue Shield Health Insurance policies. See, e.g., Exhibits "1" and "2."

82. Cook and the other putative class members were required to consider and treat any money they received or collected as Farm Bureau property and were required to remit all such money "at once" to Farm Bureau's state office without deduction for commission, payment or claim of any kind. See, e.g., Exhibit "1" at p. 1, ¶ 2.C. Alternatively, Farm Bureau customers made payments directly to Farm Bureau for purchased services and products. They did not pay Cook or others similarly situated for the services and products they offered.

83. Cook and the other putative class members were (and are) prohibited from representing any insurance company, other than a Farm Bureau insurance company, unless they first obtained Farm Bureau's written consent to do so. See, e.g., Exhibit "1" at p. 2, ¶ 2.E.

84. Farm Bureau prohibited Cook and the other putative class members from claiming any right to any of the books of business they wrote for Farm Bureau and expressly stated that the entire books of business written by their Agency Managers, together with all rights of renewal or expiration thereof, "shall be and remain the sole and exclusive property of the [Farm Bureau] Companies." See, e.g., Exhibit "1" at p. 2, ¶ 2.L.

85. Cook and the other putative class members were required to surrender their entire books of business to Farm Bureau upon their termination or departure, whether voluntary or involuntary, from Farm Bureau. See, e.g., Exhibit "1" at p. 2, ¶ 2.L.

86. Farm Bureau claimed ownership of and prohibited Cook and other putative class members from claiming ownership of or any right to any information regarding persons to whom they sold or serviced insurance including "all information, names, addresses and ages of policy holders and contract holders." See, e.g., Exhibit "1" at pp. 2-3, ¶ 2.L.

87. Farm Bureau claimed ownership of and prohibited Cook and other putative class members from claiming ownership of or any right to "all information on any media form, including, but not limited to, memoranda, computer tapes, computer disks, computer printouts or manually produced records" whether furnished by Farm Bureau or purchased by Cook and the other putative class members. See, e.g., Exhibit "1" at p. 3, ¶ 2.L. Farm Bureau claimed sole and exclusive ownership and right to such information and things and prohibited Cook and other putative class members from copying, duplicating or reproducing any such information or thing without its prior written consent. See, e.g., Exhibit "1" at p. 3, ¶ 2.L. It also required Cook and the other putative class members to surrender all such items at the time of their separation from Farm Bureau (even if Cook and/or the putative class members had themselves purchased the items or information). See, e.g., p. 3, ¶ 2.L.

88. Farm Bureau required Cook and others similarly situated to pay commissions to their predecessors for prior they rendered to Farm Bureau. See, e.g., Exhibit "1" at p. 3, ¶ 2.M.

89. Farm Bureau required Cook and other putative class members to authorize it to print their names and to utilize their electronic signatures on policy declarations and other documents. See, e.g., Exhibit "1" at p. 3, ¶ 2.N.

90. Farm Bureau expressly limited the authority of Cook and other putative class members in a number of ways as detailed in its Agency Manager's Contracts. See, e.g., Exhibits "1" and "2."

91. Farm Bureau controlled the manner and method of payment to Cook and other putative class members. For example, it retained "the right to withhold payment of any or all compensation due hereunder for a period of time sufficient to give the [Farm Bureau] Companies the opportunity to determine the existence and amount of any indebtedness due, or claimed to be due, from You [Cook and other putative class members] to the Companies, to any Farm Bureau organization, or to other companies." See Exhibit "1" at p. 4, ¶4.A. and Exhibit "2" at p. 5, ¶ 4.A. Likewise, it refused to recognize commissions as due and payable to Cook and other putative class members on any policy until said policy was issued and delivered to the insured and it received the first premium in its home office. See Exhibit "1" at p. 5, ¶ 4.C. and Exhibit "2" at p. 6, ¶ 4.C. It also reserved unto itself the exclusive right to fix the new and renewal commissions and to change those commissions unilaterally and at any time upon its issuance of commission schedules. See Exhibit "1" at p. 9, ¶ 7. and Exhibit "2" at p. 10, ¶ 7.

92. Farm Bureau controlled the hiring, firing, assignment or reassignment, and commission rates of Cook and other similarly situated misclassified Agency Managers. It prohibited them from assigning any of their rights to third parties.

93. Farm Bureau set and/or closely monitored and effectively controlled the work and vacation schedules for Cook and other similarly situated misclassified insurance Agency Managers. It required them submit to regular evaluations where they were evaluated on

production, leadership, manpower, agency development and performance, communication and business management. See, e.g., Exhibit "3."

94. The Agency Manager Evaluations which Farm Bureau performed (and/or continues to perform) on Cook and other similarly situated Agency Managers are clearly indicative of an employee classification and not an independent contractor classification. For example, the stated primary purpose for the evaluations is to aid Farm Bureau in producing high performance in its Agency Managers as it strives to meet individual and corporate goals. See Exhibit "3."

95. Farm Bureau keeps personnel records on its Agency Managers and keeps reports of their evaluations in their files. See Exhibit "3."

96. Additionally, Farm Bureau regularly evaluates and grades each Agency Manager on his or her:

- establishment and pursuance of agency goals and objectives consistent with its own goals and objectives;
- ability to promote empowerment of responsibilities and accountability to its "Career Agents;"<sup>2</sup>
- provision of "praise, recognition, and rewards for effective 'Career Agent' and Agency performance;"
- ability to "consistently and actively recruit[s] qualified candidates and maintain[s] a full staff of skilled 'Career Agents'."
- Effectiveness in providing "technical one-on-one training while instilling basic sales skills with 'Career Agents';"
- utilization of his or her agency's website to accomplish established Farm Bureau goals and objectives;
- enhancement of "Career Agent" opportunities through his or her agency's activities;

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<sup>2</sup> Farm Bureau's repeated reference to "Career Agents" in the evaluation form it uses to review and evaluate the performance of its Agency Managers is, itself, indicative of an employment relationship rather than an independent contractor relationship.

- effectiveness in "actively monitor[ing] and improve[ing] [his or her] Agency Website;"
- monitoring of its County Review Program;
- achievement of established property and casualty goals and objectives;
- achievement of established life and health goals and objectives;
- provision of "relevant information about Company [i.e., Farm Bureau] goals and objectives, decisions, plans and events to all appropriate members of the Agency;"
- provision to "Career Agents" of "the necessary tools, training and support to meet their expectations including a professional work environment;"
- ability to listen to "Career Agents'" concerns and provide effective and helpful solutions;
- ability to monitor "the financial status of his/her insurance account at all times;" and
- ability to stay "aware of the general financial condition of 'Career Agents' as well as the County Farm Bureau at all times."

See Exhibit "3."

97. The following comments and words, *inter alia*, that Cook's District Sales Manager used with regard to his January 26, 2017 review and evaluation of Cook indicate that both he and Farm Bureau considered Cook an employee, rather than an independent contractor, who they could require to run the Farm Bureau Chickasaw County Agency in the ways that they saw fit:

- "Goals and the pursuit of them are not consistent with **Company** expectation;"
- "Don does not maintain a qualified list of candidates and appears to be spending little energy to recruit a qualified candidate to replace Tracy Whitt;"
- "There is no plan in place to reward high achievement;"
- "Don **must** devote more time to training agents on day to day operations and sales skills;"
- "Don **must** stay involved in personal production to stay sharp and meet personal goals;"
- "Don **must** develop a marketing strategy to reach potential customers and to change the image of FB in Chickasaw County;"



- "Don **must** work harder to network in the community to help recruit agents and retain business;"
- "Website has not been upgraded;"
- "Don **must** get involved with agents to ensure adequate goals and progress to achieve them;"
- "Chickasaw did not meet minimum review requirements;"
- "Don **must** create a positive work environment and provide the support and expectation required to be successful;"
- "Don **must** be present to support and help his agents;"
- "Don **must** be more active with veteran and new agents to improve production in Chickasaw;"
- "A new agent is **necessary** to replace Tracy Whitt and a workable marketing plan **must** be developed."

See Exhibit "3."

98. Farm Bureau retained the right to discipline Agency Managers for not following its company rules.

99. Farm Bureau tracked the days and time its Agency Managers worked. It set and/or controlled work hours and/or required its Agency Managers to sign out when leaving their offices.

100. Farm Bureau instructed its Agency Managers regarding when, where and how they were to perform their work. It required its Agency Managers to conduct a certain number of reviews per year.

101. Another example of the control Farm Bureau exercised (and/or exercises) over Cook and other putative class members is seen in Farm Bureau's audit authority. It required Cook and other putative class members to provide it with access to their books,

accounts and financial records. See Exhibit "1" at p. 5, ¶ 4.D. and Exhibit "2" at p. 6, ¶ 4.D.

102. Farm Bureau required Cook and other putative class members to meet company sales quotas. See, e.g., Exhibit "2" at p. 10, ¶ 7.B. (where Farm Bureau reserved unto itself the sole "right to specify sales production results which **must** be achieved during a specified period of time" in order to receive or continue to receive annual base commissions).

103. Farm Bureau required Cook and other putative class members to take continuing education on business ethics through its company-based system.

104. Farm Bureau required Cook and other putative class members to enter into non-compete and/or non-solicitation agreements which are typical in employment relationships but not in independent contractor relationships. See Exhibit "1" at p. 8, ¶ 6.H. and Exhibit "2" at p. 9, ¶ 6.H.

105. Farm Bureau required Cook and other putative class members to adhere to its code of conduct and its requirements regarding work times, office locations, dress code, mandatory production reports, district meetings, and state meetings. It determined the location of branch offices from which Cook and other putative class members worked and provided the physical facilities, requirements and tools for their work and regulated their behavior in its facilities.

106. Farm Bureau monitored computer usage (including information stored, deletions, website usage, search history, and email correspondence) by Cook and other putative class members and retained authority to block websites at its own discretion.

107. Farm Bureau controlled signage, advertising and promotions utilized by Cook and other putative class members. If Cook and/or the others wished to advertise and/or market, they were required to have their advertisements and/or marketing materials approved by Farm Bureau.

108. Similarly, Farm Bureau issued business cards to Cook and other putative class members with its name and logo which identified them as agents and/or Agency Managers for Farm Bureau. Alternatively, Farm Bureau required Cook and other putative class members to acquire business cards with its name and logo which identified them as insurance agents and/or Agency Managers for Farm Bureau. Additionally, Farm Bureau provided Cook and other putative class members with Farm Bureau email addresses.

109. Farm Bureau retained the right to unilaterally fire its Agency Managers without their consent, authorization or approval.

110. Farm Bureau required Cook and other similarly situated Agency Managers to comply with its document retention policy and requirements.

111. Farm Bureau prohibited Cook and other similarly situated Agency Managers from writing, or allowing agents in their offices to write, property and casualty insurance across county lines without its prior approval.

112. Farm Bureau discouraged its Agency Managers from incorporating and required them to immediately (within 10 days) notify it of any legal change in their professional status to a corporation, LLC, or other entity. See, e.g., Exhibit "1" at p. 3, ¶ 2.P.

113. Farm Bureau required its Agency Managers to sell and collect Farm Bureau Federation Memberships to customers as a prerequisite to selling them insurance products and/or services. It required them to call customers to collect past due federation memberships for Farm Bureau.

114. Cook and other misclassified Agency Managers frequently and routinely worked over 8-hour work days and over 40 hours per week.

115. Cook and other misclassified Agency Managers are and/or were nonexempt Farm Bureau employees.

116. Farm Bureau failed to make payroll tax or other withholdings from monies paid to Plaintiffs and other similarly situated insurance agents.

117. Farm Bureau failed to pay the 7.65% FICA contributions it owed on behalf of each of its Agents.

118. Farm Bureau illegally and/or wrongfully classified their insurance agents, including Cook, as independent contractors; however, they were actually employees as that term is defined by the FSLA, the FICA, the IRS and relevant case law.

119. Farm Bureau's mischaracterization of Cook and other similarly situated insurance Agency Managers as independent contractors, the concealment or non-disclosure of the true nature of the relationship between Farm Bureau and these Agency Managers, and the attendant deprivation of substantial rights and benefits of employment, including the refusal to pay overtime wages as required by the FSLA and the refusal or failure to pay required FICA contributions on behalf of each of its Agency Managers, are part of an on-going unlawful practice by Farm Bureau which this Court should enjoin.

**CAUSES OF ACTION**

**COUNT I - VIOLATION OF 29 U.S.C. § 207**

120. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

121. Farm Bureau's practice of failing to pay Cook and other Agency Mangers similarly situated at a time-and-a-half rate of pay for hours in excess of 40 hours per workweek violates the FLSA. See 29 U.S.C. § 207(a)(1).

122. None of the exemptions provided by the FLSA regulating the duty of employers to pay overtime at a rate of not less than one and one-half times the regular rate at which its employees are employed are applicable to Farm Bureau or Cook and other similarly situated Agency Mangers.

123. Cook and others similarly situated were damaged in an amount to be proved at trial as a result of Farm Bureau's violation of 29 U.S.C. § 207.

**COUNT II - VIOLATION OF 29 U.S.C. § 211(c)**

124. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

125. Farm Bureau failed to keep adequate records of the work hours and pay of Cook and other similarly situated Agency Managers in violation of the FSLA. See 29 U.S.C. § 211(c).

126. Cook and others similarly situated were damaged in an amount to be proved at trial as a result of Farm Bureau's violation of 29 U.S.C. § 211(c).

**COUNT III - VIOLATION OF 26 U.S.C. § 3111**

127. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

Farm Bureau's practice of failing to pay the FICA taxes imposed upon it for each of its Agents violates FICA. See 26 U.S.C. § 3111(a) and (b).

128. Cook and others similarly situated were damaged in an amount to be proved at trial as a result of Farm Bureau's violation of 26 U.S.C. § 3111(a) and (b).

**COUNT IV - VIOLATION OF 26 U.S.C. § 3102**

129. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

130. Farm Bureau failed to collect FICA taxes for its Agency Managers, by deducting the amounts of the taxes from their wages as and when paid, in violation of the FICA. See 26 U.S.C. § 3102(a).

131. Farm Bureau is liable for the payment of the taxes it failed to deduct from its Agency Managers' wages as and when paid. See 26 U.S.C. § 3102(b).

132. Cook and others similarly situated were damaged in an amount to be proved at trial as a result of Farm Bureau's violation of 26 U.S.C. § 3102.

**WILLFULNESS**

133. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

134. Farm Bureau's failure to pay Cook and other similarly situated Agency Managers overtime as required by the FLSA was willful and was not based on good faith and reasonable belief that its conduct complied with the FLSA. Likewise, its failures to withhold Cook's and others similarly situated Agency Managers' portions of FICA taxes and to pay its portion of each of its Agency Managers' FICA taxes were willful and were not based on good faith and reasonable belief that its conduct complied with the FICA.

135. Farm Bureau was aware of the FLSA's requirement that all non-exempt employees be paid time-and-a-half their regular rate of pay for all hours worked in excess of 40 hours in a workweek. It was aware of its FICA obligations under 26 U.S.C. §§ 3102 and 3111.

136. Farm Bureau was aware of the specific job duties of its Agency Managers and was aware that those duties did not fit within any exemption to the FLSA's requirement for overtime pay or any applicable exemption under the FICA.

137. Farm Bureau knew that the position of insurance Agency Manager as the job was intended and was performed by Cook and other similarly situated Agency Managers was consistent with an employment relationship under the FLSA, the FICA, the IRS Code and controlling case law and that it was improper to classify (or, rather, misclassify) the Agency Managers as independent contractors.

138. Farm Bureau knew or showed reckless disregard for the proper classification of the Cook and other similarly situated Agency Managers when it classified them as exempt independent contractors.

139. Farm Bureau willfully misclassified the positions of Cook and other similarly situated Agency Managers as exempt.

#### **DAMAGES AND ATTORNEY'S FEES**

140. Cook and other similarly situated Agency Managers are entitled to a judicial declaration that they were and/or are Farm Bureau employees. They are entitled to a judicial declaration that they were not and are not independent contractors despite Farm Bureau's misclassifying them as such. They are entitled to judicial declarations that Farm Bureau's acts, policies, practices and procedures complained of herein violated provisions of the FLSA and the FICA.

141. Cook and others similarly situated are entitled to recover their unpaid overtime compensation.

142. Cook and others similarly situated are entitled to recover the portion of FICA taxes they paid which should have been paid by Farm Bureau.

143. Cook and others similarly situated are entitled to additional amounts equal to their unpaid overtime compensation as liquidated damages. See 29 U.S.C. § 216(b).

144. Cook and others similarly situated are entitled to recover their attorney's fees and costs. See 29 U.S.C. § 216(b).

145. Cook and others similarly situated are entitled to pre- and post-judgment interest.

### **JURY DEMAND**

146. Cook demands trial by jury.

### **PRAYER FOR RELIEF**

147. For these reasons, Cook respectfully requests the following relief for himself and on behalf of all members of the Class Action, and all other similarly situated individuals:

- a. That the Court certify the putative class named in this Complaint as an opt-in collective and class action under 29 U.S.C. § 216(b) and Rule 23 of the Federal Rules of Civil Procedure and enter an order allowing this action to proceed as a collective and class action under said authorities;
- b. That the Court declare the rights and duties of the parties consistent with the relief sought herein;
- c. That the Court issue a declaratory judgment that Farm Bureau's acts, policies, practices, and procedures complained of herein violated provisions of the FLSA and the FICA;
- d. That the Court enjoin Farm Bureau from committing further violation of the FLSA and the FICA;
- e. That the Court award Cook and the other putative class members overtime compensation for all hours worked over 40 hours in a workweek at the applicable time-and-a-half rate;
- f. That the Court award Cook and the other putative class members equal amounts of all owed wages as liquidated damages as allowed under the FLSA;



- g. That the Court award Cook and the other putative class members the amounts necessary to reimburse them for the portion of FICA taxes which they paid but which should have been paid by Farm Bureau;
- h. That the Court award Cook and the other putative class members reasonable attorney's fees, costs, pre-judgment interest, post-judgment interest and expenses;
- i. That the Court award appropriate incentive awards for any class representatives;
- j. That the Court award Cook and the putative class members such additional relief as the interests of justice may require; and
- k. That a jury be impaneled to try this case.

Respectfully submitted, this 26<sup>th</sup> day of April, 2018.

**MEGAN BRITT, BRETT HAWKINS,  
STEVE HARBOUR, JASON NORMAN,  
BRIAN MILEY, CLINT BUCKLEY,  
JASON BAKER, and CHRIS CARNEY**

By:

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**SOUTHERN FARM BUREAU CASUALTY INSURANCE  
COMPANY**

**MISSISSIPPI FARM BUREAU CASUALTY INSURANCE  
COMPANY**

**AGENCY MANAGER'S CONTRACT**



NAME  
AGENT'S CODE  
COUNTY

Donald Bishop Cook Jr  
11947  
009

**Jackson, Mississippi**



**AGENCY MANAGER CONTRACT**

**1. APPOINTMENT**

Southern Farm Bureau Casualty Insurance Company and Mississippi Farm Bureau Casualty Insurance Company (herein called "the Companies") hereby appoint Donald Bishop, Sr. (herein called "You", "Your", or "Agency Manager") in accordance with the provisions of this Agreement, to act as agency manager for the Companies.

**2. RESPONSIBILITIES**

As an independent contractor, You agree:

- A. To operate as an independent contractor and provide the creative selling, professional counseling, and prompt and skillful service essential to the creation and maintenance of successful multiple-line companies and agencies. The relationship between You and the Companies created by this agreement shall be governed by those rules of law governing the status of and relationships consistent with independent contractors, and not those rules of law governing employer/employee relations. You understand and agree that, as an independent contractor, You shall not participate in any plans, benefits, or programs, or be subject to any employment rules, regulations or policies of the Companies which are applicable to the Companies' employees. Accordingly, You have the right to control Your daily activities and means by which the provisions of this agreement are carried out. You have the right to exercise independent judgment as to the persons from whom applications for insurance policies will be solicited, and the right to determine the time, place and manner of soliciting and servicing policyholders of the Companies. The Companies will not prescribe and furnish the details of the kind and character of work to be done by You hereunder.

And understand that it is Your responsibility to pay self-employment and income taxes and that the Companies will only file an Information Return (Form 1099 or its equivalent) showing payment to You of commissions, and that the Companies will not have any responsibility with respect to withholding tax, Federal Insurance Contribution Act, Federal Unemployment Tax Act, Social Security Act, or other like laws and regulations.

- B. To solicit and service, personally and through agents appointed, any and all lines of business the Companies shall offer, subject to the terms and conditions of this contract and the requirements of law.
- C. To treat all money received or collected by You for the Companies as property held in trust and remit such money at once to the Companies at their state office without deduction for commission or claim of any kind.

- D. To assist agents appointed by the Companies for proficiency in the sale and service of the lines of insurance that they have been authorized to offer, and assign accounts to agents in accordance with the guidelines issued by the Companies.
- E. To represent insurance companies in the state in which this contract is signed other than the Companies only after receiving prior written consent of the Companies to do so. You further agree to abide by the rules of those authorized companies and not represent them as affiliated with the Companies.
- F. To be governed by all guidelines and instructions contained in the Companies' rate books, manuals, and underwriting guidelines; provided, however, that such guidelines, manuals, or instructions shall not interfere with Your status as an independent contractor described in paragraph 2.A., above.
- G. To observe and comply with the insurance laws and regulations of the state of Mississippi.
- H. To be responsible for the cost of a fidelity or surety bond or participation in a defalcation fund, and a professional errors & omissions liability insurance policy in amounts and limits satisfactory to the Companies.
- I. To promptly report all claims and to deliver all relevant claims information involving coverages placed with the Companies to the Companies' adjuster or authorized representative. Except as authorized, You shall not commit the Companies to liability or payment in connection with any claim or loss which may occur under any contract of insurance.
- J. To perform claim adjustment and all other services for the Companies' policyholders in a manner consistent with the guidelines and instructions promulgated by the Companies and/or contained in the Companies Agents' Manual.
- K. To furnish the Companies every written application within seven (7) days after a binder for coverage, written or oral, has been given.
- L. That the entire book of business issued by the Companies and written by You while under contract with the Companies, and all rights of renewal or expiration thereof, shall be and remain the sole and exclusive property of the Companies, and must be surrendered to the Companies at the time of the voluntary or involuntary termination of Your contract with the Companies.

That the following information regarding policyholders and contract holders of the Companies written by Agency Manager while under contract with the

Companies, shall be and remain confidential and proprietary information and trade secrets wholly owned by the Companies:

- a. All information, names, addresses and ages of policyholders and contract holders;
- b. The type of policies, amount of insurance, premium amounts, expiration or renewal dates of policies, policyholder listings, and any other policy information which may be of a private or proprietary nature; and
- c. All underwriting guidelines, rate books, and manuals acquired or coming into Agency Manager's possession during or pursuant to this agreement or any prior agreement.

All information on any media form, including, but not limited to, memoranda, computer tapes, computer discs, computer printouts or manually produced records, whether furnished by the Companies or purchased by You, upon which the above described information is recorded, is the sole and exclusive property of the Companies, cannot be copied, duplicated, or reproduced without the prior written consent of the Companies, and must be surrendered to the Companies at the time of voluntary or involuntary termination of this contract or successor contracts between the parties.

- M. Upon Your appointment, if applicable, to make certain monthly commission payments to Your predecessor agency manager for prior services rendered. Such payments are fully described in Paragraph 6, Payments After Termination. You hereby authorize the Companies to make such payments on Your behalf to the person or persons entitled thereto and to charge such payments to Your commission account until the amount You have agreed to pay is paid in full.
- N. To authorize the Companies to print Your name on declarations and other documents and, as applicable, utilize Your electronic signature, as may be required or permitted under insurance statutes, regulations, bulletins, and other related laws.
- O. To comply with all federal or state privacy and anti-telemarketing laws including, but not limited to, the Gramm-Leach-Bliley Act, CAN-SPAM Act of 2003, the Telephone Consumer Protection Act, and federal/state laws and/or regulations enacted or adopted there from, and, unless permitted by law, to hold in confidence without disclosure all non-public personal information of applicants and policyholders.
- P. To notify the Company of the legal change of Your professional status to a corporation, limited liability company, or other entity, under the laws of the State of Mississippi.

**3. LIMITATION OF AUTHORITY**

You agree not to:

- A. Make, alter, or discharge any contract of insurance; waive any forfeiture; waive payment in cash; extend the time of payment of any premium; extend any premium note; name special rates; guarantee dividends; nor receive any money due or to become due, except first premium and coverage fees (if any), unless authorized by the Companies.
- B. Accept payment from any insured for renewal or past due premium or any payment except as agent of the insured.
- C. Incur any indebtedness or liability on behalf of the Companies unless authorized in writing.
- D. Pay or allow or offer to pay or allow, as an inducement to any person to insure, any rebate of premium or consideration or any inducement not specified in the policy.
- E. Use any material, supplies, advertising or other printed or written material involving the Companies without prior written approval of the Companies.
- F. Receive or accept applications on risks which are ineligible according to the underwriting rules and requirements of the Companies.
- G. Discriminate in the sale, procurement, or placement of insurance coverage, on any basis which would be in violation of any of the laws, regulations, and directives applicable to insurance, of the State of Mississippi or the United States, or the agencies thereof.

**4. GENERAL PROVISIONS**

- A. Indebtedness – The Companies may offset against any compensation due You under this contract any amounts, in contract or in tort, now due or which may become due at any time from You, to the Companies, to any other Farm Bureau organization or company, or to any other insurer with which business is placed through the Rural Insurance Agency, Inc., and these amounts shall be a first lien against the compensation due You under this contract. Notwithstanding other provisions of this contract, the Companies shall have the right to withhold payment of any or all compensation due hereunder for a period of time sufficient to give the Companies the opportunity to determine the existence and amount of any indebtedness due, or claimed to be due, from You to the Companies, to any Farm Bureau organization, or to other companies.

- B. Assignment – You may not assign this contract or the compensation accruing under it or any interest therein except with prior written consent of the Companies, and any assignment by You shall always be subject to the lien provided for in the preceding paragraph entitled, “Indebtedness” (paragraph 4.A.), whether for debts or liability existing at the time of assignment or arising thereafter.
- C. Underwriting – The Companies shall have the right to reject any application for insurance, and no commission shall be due or payable on any policy until such policy is issued and delivered to the insured and the first premium is received by the Companies at their home office.
- D. Audit – The Companies shall have reasonable access to all books, accounts and financial records, owned by You or in Your possession, relating to the business covered by this agreement.

## 5. TERMINATION

This contract, together with any and all schedules and amendments thereto, shall terminate when any one of the following events occurs:

- A. Ten (10) days following written notice of termination by either party to the other party computed from date of mailing said notice to the last known address of such other party by Registered or Certified Mail.

In addition to mailing of notice as prescribed above, either party may elect to hand deliver said notice to the other party.

**Either party may elect to so terminate this contract, and no cause shall be required.**

If notice of termination is given by the Companies hereunder, in lieu of Your performing services for the ten (10) day notice period, the Companies reserve the right to pay You the amount of renewal commissions that would have otherwise been earned during the ten (10) day period. Reasonable access will be provided to You following notice as prescribed above to remove personal effects and make arrangements with the Companies’ personnel to conclude any unfinished business.

- B. Immediately upon the commission of any act of dishonesty, fraud, forgery or misrepresentation.
- C. Upon Your death, or upon Your permanent or otherwise incapacitating disability. Permanent or otherwise incapacitating disability, for purposes of this provision, means You are physically or mentally unable to perform the material aspects of Your duties as an independent contractor agency manager.

- D. Immediately upon suspension or revocation of Your license to sell insurance or to act as agent and/or upon violation by You of any provisions of the insurance laws and regulations of the United States or of the state in which You operate.

Upon termination of this Agreement, You agree not to act in any way as an agent or representative of the Companies or represent yourself to be an agent of the Companies.

## 6. PAYMENTS AFTER TERMINATION

Upon termination of this contract when any of the events (except termination for dishonesty, fraud, forgery or misrepresentation) set forth in paragraph 5 above occur, Your successor agency manager shall make payments to You under certain conditions hereinafter set forth for past services rendered. All payments made after termination are subject to the following conditions:

- A. You must have been an agency manager for either of the Companies for at least five (5) continuous years prior to the termination of Your contract. Should You qualify for payments under a similar provision in an agent's contract with the Companies at the time of the execution of this contract, You shall not lose such payments should this contract be terminated prior to five (5) years from inception. In addition, such time served in the capacity of agency manager up to five (5) years may be utilized to maximize payments under a similar provision in Your agent's contract. However should "payments after termination" be payable under this contract, all rights under a similar provision in Your agent's contract will be forfeited.

If, following termination of this contract, You (i) continue as an agent for the Companies under a new agent's contract and (ii) qualify for and receive "payments after termination" under this contract, the time served in the capacity of agency manager under this contract and of agent under a prior agent's contract, if any, may not be utilized to calculate any compensation, including "payments after termination", that may be payable under the subsequent agent's contract.

If You terminate this contract within five (5) years of the date of this contract to serve as a district sales manager or to serve in another marketing position (collectively "Farm Bureau Sales Position") for the Mississippi Farm Bureau insurance companies, and if subsequently You are appointed as an agency manager or career agent for the Companies, so long as You provided continuous full time service in the Farm Bureau Sales Position, without break in service, between the termination of this Contract and the execution of a new agency manager or career agent contract, such time served in the Farm Bureau Sales Position may be utilized to maximize payment under similar provisions of the new agency manager or career agent contract.



- B. You shall receive an amount equal to 4.5% of the Companies' total renewal premiums, coded to You and/or Your contracted agents for the last calendar year prior to termination as follows:

| <u>Length of Continuous Service as Agency Manager</u> | <u>Percentage of Qualifying Commissions to be Paid</u> |
|---|--|
| Less than 5 years                                     | 0.00%  |
| At least 5 but less than 6 years                      | 50.00%   |
| At least 6 but less than 7 years                      | 60.00%   |
| At least 7 but less than 8 years                      | 70.00%   |
| At least 8 but less than 9 years                      | 80.00%   |
| At least 9 but less than 10 years                     | 90.00%   |
| At least 10 years                                     | 100.00%  |

Renewal premiums used in calculating the above described compensation after termination shall not include WYO flood business or business not issued by the Companies, including brokerage, state facility or residual market business.

- C. The amount owed hereunder shall be payable in one hundred twenty (120) equal monthly payments beginning sixty (60) days from current month end after termination of this contract.
- D. In the event this contract with the Companies terminates within five (5) to ten (10) years from its inception and there remains unpaid compensation payable to Your predecessor agency manager, Your compensation under this provision will be reduced by the amount to be paid Your predecessor agency manager. However, if your Agency Manager contract with the Companies terminate within five (5) to ten (10) years from its inception due to total and permanent disability or death and there remains unpaid benefits due and payable to your predecessor agency manager, the incoming agency manager shall authorize the Companies to deduct a sufficient amount of commission to complete the unpaid compensation to your predecessor agency manager and, in addition, to pay the full amount to which you are entitled under this section.
- E. Monthly payments shall be made only if the amount of said payment is equal to fifty dollars (\$50) or more per month; otherwise, the entire amount, discounted to present value, shall be paid as determined by the Companies.
- F. If this contract is terminated by Your death, the Companies will pay all sums due under the terms and provisions of this contract to Your estate or, following receipt thereof, as directed by an order of the applicable court, delivered to the Companies, before which court Your Will is probated or Your estate is being

administered. No payments shall be made after termination except as expressly provided herein.

- G. No payments shall be made to You under this section in the event of termination for dishonesty, fraud, forgery or misrepresentation as set forth in Paragraph 5(B) above, or loss of Your agent's license by action of the applicable state insurance regulator due to Your violation, during the term of this contract, of state or federal insurance laws.
- H. You acknowledge that: (i) in order to protect the Companies' legitimate interest in existing customers, agents, and business contracts, including Farm Bureau members, certain provisions affecting Your right to sell insurance subsequent to Your election to terminate this contract, or Your Voluntary Termination of this contract are necessary; and (ii) the termination payments made under section 6 of this contract will be made to You by Your successor agency manager and that the ability of the successor agency manager to make the payments required herein would be inhibited should You, subsequent to your termination of this contract or Your Voluntary Termination, engage in the sale of insurance in competition with the successor agency manager. For purposes of this subparagraph 6(H), the term "Your Voluntary Termination" shall be defined to include, but not be limited to, any of the following which occurs while the contract remains in effect and prior to any written notice of termination by either party: (i) Your voluntary departure, or abandonment of Your responsibilities and services under the terms of this contract; (ii) any action taken by You designed to engage, or in anticipation of engaging, in competition against the Companies including, but not limited to, applying for or receiving an agent's appointment or contract with a competitor; or (iii) any acts by You inconsistent with Your completion of the terms of this contract. In the event You elect to terminate this contract, or in the event of Your Voluntary Termination of this contract, You "sell", as hereinafter defined, auto, casualty, property, or such other insurance products offered by the Companies within a fifty (50) mile radius of Your principal Farm Bureau office at the time this contract is terminated or is deemed terminated (hereinafter "Principal Office"), or if You become directly or indirectly involved in any insurance agency within a fifty (50) mile radius of Your Principal Office, and such "sale(s)" occur anytime during a period of two (2) years following the termination of this contract, then all termination payments made under this contract shall cease, no further termination payments will be made, and all termination payments made previous thereto in violation of this contract shall be refunded. The term "sell" shall be defined to include the solicitation, placement, acceptance, or aiding in the replacement or renewal, of any insurance business. Further, if You were first contracted as either an agent or agency manager on or after January 1, 2004, and if You violate this provision and Your combined length of continuous service as both agent and agency manager for the Companies is less than five (5) years, You shall refund to the Companies the sum of two thousand two hundred dollars (\$2,200.00) representing costs to the Companies incidental to Your being contracted as an agency manager for the Companies; provided however, the

amount due shall be reduced by the sum of four hundred forty dollars (\$440.00) for each full year served as agent and agency manager, effective each annual anniversary date of this contract and the prior agent's contract. Any and all amounts payable to the Companies under this provision shall be an indebtedness recoverable by the Companies in any action or proceeding at law, including the offset of commissions/compensation under Paragraph 4(A) above.

- I. The termination payments made herein are not deferred compensation and there is no intent on the part of either party to create a vested right to the payments described in this provision. Any and all payments under this provision are subject to the conditions contained therein.

## 7. COMMISSION COMPENSATION

- A. Commissions payable to You will be determined as provided for in one or more separate schedule(s) which are now, or may hereinafter be issued by the Companies and which are incorporated herein by reference and made a part of this contract. The Companies shall have the right to make changes in any commission schedule(s) published by the Companies in any media form, including, but not limited to, first year, renewal, overwrite, brokerage, unassigned accounts, and other types of commission schedule(s), upon advance written notice to the Agency Manager, which change shall apply to all policies.
- B. The Companies reserve the right to discontinue, withdraw, or modify any product sold by the Companies and to fix the new and renewal commissions for such products on schedules hereinafter issued by the Companies.
- C. If the Companies, for any reason, refund any premium, or a part of a premium, on any policy, commissions paid on the amount so refunded shall be repaid by You to the Companies.
- D. Any earned premium owed by an insured or applicant to the Company, to any other Farm Bureau organization or company, or to any insurer with which business is placed through Rural Insurance Agency, Inc., that is unpaid because a premium check is returned due to insufficient funds, or for any other reason, becomes the responsibility of the agent of the insured or applicant.
- E. No commission shall be due or payable on any policy until such policy is issued and the Company receives the required premium. In the event an insured or applicant fails to pay the required premium, any commission paid to You for said business shall be refunded on demand by You to Company, or at option of Company, charged against future commissions or payments payable to You by Company.

**8. WAIVER OR MODIFICATION**

- A. Waiver: Failure of the Companies to insist upon strict compliance with any condition or provision of this contract or any rule of the Companies shall not be construed as a waiver of any such condition or provision or rule, but they shall continue to be in full force and effect.
- B. Oral Representation: No oral promises or representations made by either party to this contract to the other have been relied upon, nor shall be relied upon or be binding in the future. Except as provided in Paragraph 7 above applicable to commission schedules issued by the Companies, no amendment to this contract shall be valid unless made in writing and signed by You and a duly authorized representative of the Companies.

**9. ENTIRE AGREEMENT**

This agreement, together with any and all schedule(s) and amendments thereto which are hereby made a part of this agreement, shall constitute the entire agreement between You and the Companies. This Agency Manager's Contract cancels and supercedes any prior contracts or agreements between You and the Companies.

**10. LAWS APPLICABLE**

This contract shall be governed by the laws of the State of Mississippi.

**11. SEVERABILITY**

In the event any provision of this contract is judicially held invalid, such provision shall be either modified to conform to law, or considered severable, and the remaining provisions hereof shall continue in full force and effect.

Signed this 1 day of July, 2004.


ACCEPTED:

*Donald Bishop Cook Sr*  
(Agency Manager)

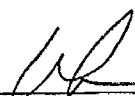
SOCIAL SECURITY NO.: 5 8 7 5 2 8 4 5 8

ACCEPTED:

**SOUTHERN FARM BUREAU CASUALTY INSURANCE COMPANY**

BY:   
\_\_\_\_\_  
William E. Lawson  
State Sales Manager

**MISSISSIPPI FARM BUREAU CASUALTY INSURANCE COMPANY**

BY:   
\_\_\_\_\_  
William E. Lawson  
State Sales Manager

**Agency Manager  
Schedule 1  
Statement of Commissions  
For Agency Managers Contracted  
With Mississippi Farm Bureau Mutual Insurance Company  
Mississippi Farm Bureau Casualty Insurance Company  
Southern Farm Bureau Casualty Insurance Company  
Southern Farm Bureau Life Insurance Company**

The Company shall, during the life of this Contract, pay you commissions on written premium as follows:

**A. First Year and Renewal Commissions**

The Company will pay you on business produced personally by you, commissions as follows:

|   |               |
|---|---------------|
| Automobile<br><b>First Year Commission</b><br>On Automobile Insurance (except Assigned Risk)<br>100% of the following coverage fees or simulated coverage fees on new business: |               |
| Bodily Injury   | \$2.50        |
| Property Damage   | \$2.50        |
| Medical Payments  | \$2.00        |
| Comprehensive   | \$3.00        |
| Collision   | \$5.00        |
| <b>Renewal Commissions</b> (except Assigned Risk)   | 3% of Premium |
| <b>First Year and Renewal Commissions</b>   |               |
| General Liability   | 8% of Premium |
| Umbrella  | 8% of Premium |
| Homeowners  | 8% of Premium |
| Dwelling Package  | 8% of Premium |
| Standard Fire   | 8% of Premium |
| Wind & Hail   | 8% of Premium |
| Inland Marine   | 8% of Premium |
| Manufactured Home Package   | 8% of Premium |
| Theft   | 8% of Premium |
| Commercial Fire   | 8% of Premium |
| Business Package  | 8% of Premium |
| Church Package  | 8% of Premium |
| Glass   | 8% of Premium |

**B. Overwrite Schedule**

First Year and renewal commissions

In addition to the above commissions, the Company will pay overwrite commission monthly to you on new business and renewal premium produced (except Assigned Risk) by agents in you assigned territory, including unassigned accounts, other than your personal production as follows:

|                           |                       |
|---------------------------|-----------------------|
| Automobile/First Year     | 70.0% of Coverage Fee |
| Automobile/Renewal        | 0.75% of Premium      |
| General Liability         | 2.5% of Premium       |
| Umbrella                  | 2.5% of Premium       |
| Homeowners                | 2.5% of Premium       |
| Dwelling Package          | 2.5% of Premium       |
| Standard Fire             | 2.5% of Premium       |
| Wind & Hail               | 2.5% of Premium       |
| Inland Marine             | 2.5% of Premium       |
| Manufactured Home Package | 2.5% of Premium       |
| Theft                     | 2.5% of Premium       |
| Commercial Fire           | 2.5% of Premium       |
| Business Package          | 2.5% of Premium       |
| Church Package            | 2.5% of Premium       |
| Glass                     | 2.5% of Premium       |

**C. Agents Assigned Accounts**

- (1) Business assigned to agents by you and business written by them will be captured in an Agent's Assigned Account for each agent. In the event your career agent terminates for any reason, the business in that Agent's Assigned Account will be held by the Company for assignment to replacement agent(s) according to Company policy.
- (2) It is agreed that appointment of additional agents would be mutually beneficial and that renewal commissions will be assigned from your territory by you to each of this Agent's Assigned Accounts when such agents are contracted.

**D. Payment of Commissions**

Payment of all commissions shall be made by the Company to each agent and a 1099 statement filed thereon. Payment of commissions shall be monthly along with a statement of account. If the Company, for any reason, refunds any premium or part of a premium on any policy, any commissions paid to you on the amount refunded shall be repaid to the Company.

**E. Incentive Payment**

The Company will pay to you an incentive payment of 1.5% of the total renewal premium in your territory. The incentive payment can be reduced by 0.5% if in the event the Agency loss ratio exceeds 85% based on the Loss Ratio Bonus Plan as outlined in Section "F" of this commission schedule. The requirements for this incentive payment and the time and manner of payment shall be established by the State Sales Manager.

**F. Loss Ratio Bonus**

The Company will pay you a Loss Ratio Bonus if in the event the Agency loss ratio is under 68%. The maximum Loss Ratio Bonus will not exceed 10% of commissions earned. For each point below 68%, a 1% bonus will be paid on commissions earned. The loss ratio will be based on a five (5) year loss ratio using a calculation based on written premium and paid losses. If the Agency loss ratio is in the excess of 85% the incentive payment as outlined in Section "E" will be reduced to 1%. The time and manner of payment shall be established by the State Sales Manager.

This schedule is effective until rescinded or replaced by the Company.



# MISSISSIPPI FARM BUREAU CASUALTY INSURANCE COMPANY

**AGENCY MANAGER'S CONTRACT**

*New*  
2017  
Current



NAME: Donald B Cook Sr.

AGENT'S CODE: 11947

COUNTY: 09

EFFECTIVE DATE: 1-1-2017



**AGENCY MANAGER CONTRACT**

**1. APPOINTMENT**

Mississippi Farm Bureau Casualty Insurance Company (herein called "the Company") hereby appoints DENNIS COOK JR (herein called "You", "Your", or "Agency Manager"), to act as agency manager for the Company, with offices located in OSWALDO COUNTY

**2. RESPONSIBILITIES**

As an independent contractor, You agree:

A. To operate as an independent contractor and provide the creative selling, professional counseling, and prompt and skillful service essential to the creation and maintenance of successful multiple-line companies and agencies. The relationship between You and the Company created by this agreement shall be governed by those rules of law governing the status of and relationships consistent with independent contractors, and not those rules of law governing employer/employee relations. You understand and agree that, as an independent contractor, You shall not participate in any plans, benefits, or programs, or be subject to any employment rules, regulations or policies of the Company which are applicable only to the Company's employees. You further understand and agree that You are responsible and answerable for any breaches hereto or acts of negligence caused by You and/or anyone working for or on behalf of You. Accordingly, You have the right to control Your daily activities and means by which the provisions of this agreement are carried out. You have the right to exercise independent judgment as to the persons from whom applications for insurance policies will be solicited, and the right to determine the time, place, and manner of soliciting and servicing policyholders of the Company. The Company will neither prescribe nor furnish the details of the kind and character of work to be done by You hereunder.

And understand that it is Your responsibility to pay self-employment and income taxes and that the Company will only file an Information Return (Form 1099 or its equivalent) showing payment to You of commissions. You further acknowledge that the Company will not have any responsibility with respect to withholding tax, Federal Insurance Contributions Act, Federal Unemployment Tax Act, Social Security Act, or other like laws and regulations.

B. To solicit and service, personally, and through agents appointed, any and all lines of business the Company shall offer, subject to the terms and conditions of this contract and the requirements of law.

- C. To treat all money received or collected by You for the Company as property held in trust and remit such money promptly to the Company at its state office without deduction for commission or claim of any kind. You understand and agree that You are responsible, liable and answerable to the Company for any misappropriation of funds or other fraudulent acts committed by You. You further understand and agree that You are jointly and severally liable to the Company for any misappropriation of funds or other fraudulent acts committed by anyone who works for or on behalf of You, regardless of whether You consented to or had knowledge of such activities.
- D. To assist agents appointed by the Company for proficiency in the sale and service of the lines of insurance that they have been authorized to offer, and assign accounts to agents in accordance with the guidelines issued by the Company.
- E. To represent insurance companies in the state in which this contract is signed, other than the Company, only after receiving prior written consent of the Company to do so. This provision applies to both Your representation of another insurance company as well as any third party's representation of another insurance company when You have received or will receive any form of benefit from that representation by the third party. You further agree to abide by the rules of those authorized companies and not represent them as affiliated with the Company.
- F. To be governed by all guidelines and instructions contained in the Company rate books, manuals, and underwriting guidelines; provided, however, that such guidelines, manuals, or instructions shall not interfere with Your status as an independent contractor described in paragraph 2.A., above.
- G. To observe and comply with the insurance laws and regulations of the state of Mississippi.
- H. To be responsible for the cost of a fidelity or surety bond or participation in a defalcation fund, and professional errors & omissions liability insurance policy in amounts and limits satisfactory to the Company, and to pay the applicable deductible on any non-retained agent errors and omissions claim. On a retained agent errors and omissions claim, *if applicable*, Agency Manager is responsible for paying the applicable deductible that would apply if the claim were non-retained.
- I. To promptly report all claims and to deliver all relevant claims information involving coverages placed with the Company to the Company's adjuster or authorized representative. Except as authorized, Agency Manager shall not commit the Company as to liability or payment in connection with any claim or loss which may occur under any contract of insurance.

- J. To perform claim adjustment and all other services for the Company's policyholders in a manner consistent with the guidelines and instructions promulgated by the Company and/or contained in the Company Agent's Manual.
- K. To furnish the Company every written application within seven (7) days after a binder for coverage, written or oral, has been given.
- L. That the entire book of business issued by the Company and written by the Agency Manager and/or Your agents while under contract with the Company, all rights of renewal or expiration thereof, all Proprietary Information as defined below and considered trade secrets, and all media forms upon which such Proprietary Information is recorded, including, but not limited to, memoranda, computer tapes, computer discs, computer printouts or manually produced records, whether furnished by the Company or purchased by the Agency Manager (hereinafter "Proprietary Information Media"), shall be and remain the sole and exclusive property of the Company and must be surrendered to the Company at the time of the voluntary or involuntary termination of Agency Manager's contract with Company. The Proprietary Information and Proprietary Information Media, which enable Company to successfully compete in the insurance business, cannot be copied, duplicated, or reproduced in any manner without prior written consent of Company. The Agency Manager shall be deemed the bailee of all such Proprietary Information and Proprietary Information Media for the sole use and benefit of the Company and such Proprietary Information and Proprietary Information Media shall remain forever confidential, proprietary, and trade secrets. Agency Manager shall not, under any circumstance, reveal, disclose or make available, directly or indirectly, to competitors (or a competitor's agent, broker, employee or customers), or any other third party, such Proprietary Information or Proprietary Information Media, either during the course of or after termination of this contract. Agency Manager understands and agrees that monetary damages may not be an adequate remedy for breach of this provision, and that a restraining order and/or injunction may be sought for said breach. Agency Manager shall reimburse Company for any expense Company incurs, including reasonable attorney fees, in the event of breach of this provision by Agency Manager and/or by Agency Manager Staff. Any and all amounts payable to Company under this provision shall be an indebtedness recoverable by Company in any action or proceeding at law, including the offset of commissions/compensation under Paragraph 4(A) below.

For the purposes of this provision, the term "Proprietary Information" shall be defined as follows:

1. All information, names, addresses, and ages of policyholders and contract holders;

2. The type of policies, coverages, amount of insurance, premium amounts, expiration or renewal dates of policies, policyholder listings, and any other policyholder information which may be of a private or proprietary nature;
  3. All underwriting guidelines, rate books, and manuals acquired or coming into Agency Manager's possession, whether purchased from or provided by the Company, during or pursuant to this agreement or any prior agreement; and
  4. County Farm Bureau membership lists.
- M. Upon Your appointment, if applicable, to make certain monthly commission payments to Your predecessor agency manager for prior services rendered. Such payments are fully described in Paragraph 6, Payments After Termination. You hereby authorize the Company to make such payments on Your behalf to the person or persons entitled thereto and to charge such payments to Your commission account until the amount You have agreed to pay is paid in full.
- N. To authorize the Company to print Your name on declarations and other documents and, as applicable, utilize Your electronic signature, as may be required or permitted under insurance statutes, regulations, bulletins, and other related laws.
- O. To comply with all federal or state privacy and anti-telemarketing laws, including, but not limited to, the Gramm-Leach-Bliley Act, CAN-SPAM Act of 2003, the Telephone Consumer Protection Act, and federal/state laws and/or regulations enacted or adopted therefrom, and unless permitted by law, to hold in confidence without disclosure all non-public personal information of applicants and policyholders.
- P. To notify the Company of the legal change of Your professional status to a corporation, limited liability company, or other entity, under the laws of the State of Mississippi within 10 days of such change.

### 3. LIMITATION OF AUTHORITY

You agree not to:

- A. Make, alter, or discharge any contract of insurance; waive any forfeiture; waive payment in cash; extend the time of payment of any premium; extend any premium note; name special rates; guarantee dividends; nor receive any money due or to become due, except first premiums and coverage fees (if any), unless authorized by the Company.

- B. Accept payment from any insured for renewal or past due premium or any payment except as agent of the insured.
- C. Incur any indebtedness or liability on behalf of the Company unless authorized in writing.
- D. Pay or allow or offer to pay or allow, as an inducement to any person to insure, any rebate of premium or consideration or any inducement not specified in the policy.
- E. Use any material, supplies, advertising or other printed or written material involving the Company without prior written approval of the Company.
- F. Receive or accept applications on risks which are ineligible according to the underwriting rules and requirements of the Company.
- G. Discriminate in the sale, procurement, or placement of insurance coverage, on any basis which would be in violation of any of the laws, regulations, and directives applicable to insurance, of the State of Mississippi or the United States, or the agencies thereof.
- H. Sell, or allow any of Your agents or employees to sell, insurance for another entity without the express written consent of the Company.

#### 4. GENERAL PROVISIONS

- A. Indebtedness – The Company may offset against any compensation due You under this contract any amounts, in contract or in tort, now due or which may become due at any time from You to the Company, to any other Farm Bureau organization or company, or to any other insurer with which business is placed through the Rural Insurance Agency, Inc., and these amounts shall be a first lien against the compensation due You under this contract. Notwithstanding other provisions of this contract, the Company shall have the right to withhold payment of any or all compensation due hereunder for a period of time sufficient to give the Company the opportunity to determine the existence and amount of any indebtedness due, or claimed to be due, from You to the Company, to any Farm Bureau organization, or to other companies.
- B. Assignment – You may not assign this contract or the compensation accruing under it or any interest therein except with prior written consent of the Company, and any assignment by You shall always be subject to the lien provided for in the preceding paragraph entitled, “Indebtedness” (paragraph 4.A.), whether for debts or liability existing at the time of assignment or arising thereafter.

- C. Underwriting – The Company shall have the right to reject any application for insurance, and no commission shall be due or payable on any policy until such policy is issued and delivered to the insured and the first premium, if any, is received by the Company at its home office.
- D. Audit – The Company shall have reasonable access to all books, accounts and financial records, owned by You or in Your possession, relating to the business covered by this agreement.

## 5. TERMINATION

This contract, together with any and all schedules and amendments thereto, shall terminate when any one of the following events occurs:

- A. Ten (10) days following written notice of termination by either party to the other party computed from date of mailing said notice to the last known address of such other party by Registered or Certified Mail.

In addition to mailing of notice as prescribed above, either party may elect to hand deliver said notice to the other party.

**Either party may elect to so terminate this contract, and no cause shall be required.**

If notice of termination is given by the Company hereunder, in lieu of Your performing services for the ten (10) day notice period, the Company reserves the right to pay You the amount of renewal commissions that would have otherwise been earned during the ten (10) day period. Reasonable access will be provided to You following notice as prescribed above to remove personal effects and make arrangements with the Company's personnel to conclude any unfinished business.

- B. Immediately upon Your commission of any act of dishonesty, fraud, forgery or misrepresentation.
- C. Upon Your death, or upon Your permanent or otherwise incapacitating disability. Permanent or otherwise incapacitating disability, for purposes of this provision, means You are physically or mentally unable to perform the material aspects of Your duties as an independent contractor agency manager.
- D. Immediately upon suspension or revocation of Your license to sell insurance or to act as an agent and/or upon violation by You of any provisions of the insurance laws and regulations of the United States or of the state in which You operate.

Upon termination of this Agreement, You agree not to act in any way as an agent or representative of the Company or represent yourself to be an agent of the Company.

**6. PAYMENTS AFTER TERMINATION; PROTECTION OF PROPRIETARY INFORMATION AND TRADE SECRETS**

Upon termination of this contract when any of the events (except termination for dishonesty, fraud, forgery or misrepresentation) set forth in paragraph 5 above occur, Your successor Agency Manager shall make payments to You under certain conditions hereinafter set forth for past services rendered. All payments made after termination are subject to the following conditions:

- A. You must have been an Agency Manager for the Company for at least five (5) continuous years prior to the termination of Your contract. Should You qualify for payments under a similar provision in an agent's contract with the Company at the time of the execution of this contract, You shall not lose such payments should this contract be terminated prior to five (5) years from inception. In addition, such time served in the capacity of Agency Manager up to five (5) years may be utilized to maximize payments under a similar provision in Your agent contract. However, should "payments after termination" be payable under this contract, all rights under a similar provision in Your prior agent's contract will be forfeited.

Alternatively, if You have five (5) or more years but less than ten (10) years service as Agency Manager at the time of Your termination, and if You previously served as an agent with Farm Bureau with no break in Farm Bureau service before serving as Agency Manager, You may include those years of service (not to exceed five years) as agent to qualify for benefits otherwise payable under this contract at the time of Your termination as Agency Manager.

If, following termination of this contract, You (i) continue as an agent for the Company under a new agent's contract and (ii) qualify for and receive "payments after termination" under this contract, the time served in the capacity of Agency Manager under this contract and of agent under a prior agent's contract, if any, may not be utilized to calculate any compensation, including "payments after termination," that may be payable under the subsequent agent's contract.

If You terminate this contract within five (5) years of the date of this contract to serve as a district sales manager or to serve in another non-agent marketing position (collectively "Farm Bureau Sales Position") for the Company, and if subsequently You are appointed as an agency manager or career agent for the Company, so long as You provided continuous full time service in the Farm Bureau Sales Position, without break in service, between the termination of this contract and the execution of a new agency manager or career agent contract, such



time served in the Farm Bureau Sales Position may be utilized to maximize payment under similar provisions of the new agency manager or career agent contract.

- B. You shall receive an amount equal to 4.5% of the Company's total casualty renewal premiums and an amount equal to 9.5% of the Companies total property renewal premiums, coded to You and/or Your contracted agents for the last twelve (12) months immediately prior to termination, as follows:

| <u>Length of Continuous<br/>Service as Agency Manager</u> | <u>Percentage of Qualifying<br/>Commissions to be Paid</u> |
|---|--|
| Less than 5 years   | 0.00%  |
| At least 5 but less than 6 years                          | 50.00%   |
| At least 6 but less than 7 years                          | 60.00%   |
| At least 7 but less than 8 years                          | 70.00%   |
| At least 8 but less than 9 years                          | 80.00%   |
| At least 9 but less than 10 years                         | 90.00%   |
| At least 10 years   | 100.00%  |

Renewal premiums used in calculating the above described compensation after termination shall not include WYO flood business or business not issued by the Company, including brokerage, state facility or residual market business.

- C. The amount owed hereunder shall be payable in one hundred twenty (120) equal monthly payments beginning sixty (60) days from current month end after termination of this contract. Such payments are to begin immediately upon the expiration of the said sixty (60) days, and cannot be deferred until a later period.
- D. In the event this contract with the Company terminates within five (5) to ten (10) years from its inception and there remains unpaid compensation payable to Your predecessor Agency Manager, Your compensation under this provision will be reduced by the amount to be paid Your predecessor Agency Manager. However, if your Agency Manager Contract with the Company terminates within five (5) to ten (10) years from its inception due to total and permanent disability or death and there remain unpaid benefits due and payable to Your predecessor Agency Manager, the incoming Agency Manager shall authorize the Company to deduct a sufficient amount of commission to complete the unpaid compensation to Your predecessor Agency Manager and, in addition, to pay the full amount to which You are entitled under this section.
- E. Monthly payments shall be made only if the amount of said payment is equal to fifty dollars (\$50) or more per month; otherwise, the entire amount, discounted to present value, shall be paid as determined by the Company.

- F. If this contract is terminated by Your death, the Company will pay all sums due under the terms and provisions of this contract to Your legal representative, or to the person designated by You in the "Designation of Beneficiary of Post-Termination Benefits" as the Sole Beneficiary or, alternatively, as the Contingent Beneficiary, subject to the terms of that designation. No payments shall be made after termination except as expressly provided herein.
- G. No payments shall be made to You under this section in the event of termination for dishonesty, fraud, forgery or misrepresentation as set forth in Paragraph 5(B) above, or loss of Your agent's license by action of the applicable state insurance regulator due to Your violation, during the term of this contract, of state or federal insurance laws.
- H. You acknowledge that in order to protect the Company's legitimate interest in existing customers, agents, and business contracts, certain provisions limiting Your right to sell insurance subsequent to termination of this contract are necessary. For a period of two (2) years after termination of this contract, whether voluntarily or involuntarily terminated by either party with or without cause, Agency Manager agrees not to render services, directly or indirectly, regarding the sale of insurance to any person or entity, or for any competitor of the Company, within a fifty (50) mile radius of Your principal Farm Bureau office. You acknowledge that such period is a reasonable period of time and that the geographical area set forth in the foregoing is reasonable. You represent and admit that in the event of the termination of this contract, for any reason whatsoever, Your experience and capabilities are such that enforcement of a remedy by way of injunction will not prevent You from earning a livelihood. If this provision is breached as a result of conduct or actions by You or any third party through whom You will receive a benefit, directly or indirectly, then, in addition to all other remedies, including equitable relief hereinafter described, and not as liquidated damages (i) all commissions already paid to You on unearned premium on all policies shall be due and payable immediately to the Company; (ii) all termination payments made under this contract shall cease and be forfeited, no further termination payments shall be made, and all termination payments made previous thereto after the breach of this contract shall be immediately refunded; and (iii) all rights to any and all other additional payments that may be due You from the Company shall be forfeited. You also understand and agree that monetary damages may not be an adequate remedy for breach of this provision, and that a restraining order and/or injunction may be sought for said breach. You shall reimburse Company for any expenses Company incurs, including reasonable attorney fees, in the event of breach of this provision. Any and all amounts payable to Company under this provision shall be an indebtedness recoverable by Company in any action or proceeding at law, including the offset of commissions/compensation under Paragraph 4(A) above.

- I. Without limitation as to geographic area, in the event this contract is terminated, You and/or any third party through whom You will receive a benefit shall not, for a period of two (2) years from said termination, induce or attempt to induce any agent, agency manager, clerical force, or employee of the Company to terminate employment or the contracts with the Company, or to solicit or sell, for another company auto, casualty, property, or such other insurance products offered by the Company. You understand and agree that monetary damages may not be an adequate remedy for breach of this provision, and that a restraining order and/or injunction may be sought for said breach. You shall reimburse Company for any expenses Company incurs, including reasonable attorney fees, in the event of breach of this provision. Any and all amounts payable to Company under this provision shall be an indebtedness recoverable by Company in any action or proceeding at law, including the offset of commissions/ compensation under Paragraph 4(A) above.
- J. The termination payments made herein are not deferred compensation and there is no intent on the part of either party to create a vested right to the payments described in this provision. Any and all payments under this provision are subject to the conditions contained therein.

## **7. COMMISSION COMPENSATION**

- A. Commissions payable to You will be determined as provided for in one or more separate schedule(s) which are now, or may hereinafter be, issued by the Company and which are incorporated herein by reference and made a part of this contract. The Company shall have the right to make changes in any commission schedule(s) published by the Company in any media form, including, but not limited to, first year, renewal, overwrite, assured base, brokerage, unassigned accounts, and other types of commission schedule(s), upon advance written notice to You, which changes shall apply to all policies.
- B. The Company reserves the right to specify sales production results which must be achieved during a specified period of time before You shall be entitled to receive, or continue to receive, assured base commissions, if any.
- C. The Company reserves the right to discontinue, withdraw, or modify any product sold by the Company and to fix the new and renewal commissions for such products on schedules hereinafter issued by the Company.
- D. If the Company, for any reason, refunds any premium, or a part of a premium, on any policy, commissions paid on the amount so refunded shall be repaid by You to the Company.

- E. Any earned premium owed by an insured or applicant to the Company, to any other Farm Bureau organization or company, or to any other insurer with which business is placed through Rural Insurance Agency, Inc., that is unpaid because a premium check is returned due to insufficient funds, or for any other reason, becomes the responsibility of the agent of the insured or applicant.
- F. No commission shall be due or payable on any policy until such policy is issued and the Company receives the required premium. In the event an insured or applicant fails to pay the required premium, any commission paid to You for said business shall be refunded on demand by You to the Company, or at option of the Company, charged against future commissions or payments payable to You by the Company.

**8. WAIVER OR MODIFICATION**

- A. Waiver: Failure of the Company to insist upon strict compliance with any condition or provision of this contract or any rule of the Company shall not be construed as a waiver of such condition, provision or rule, but they shall continue to be in full force and effect.
- B. Oral Representation: No oral promises or representations made by either party to this contract to the other have been relied upon, nor shall be relied upon or be binding in the future. Except as provided in paragraph 7 above applicable to commission schedules issued by the Company, no amendment to this contract shall be valid unless made in writing and signed by You, and a duly authorized representative of the Company.

**9. ENTIRE AGREEMENT**

This agreement, together with any and all schedule(s) and amendments thereto which are hereby made a part of this Agreement, shall constitute the entire agreement between You and the Company. This Agency Manager's Contract cancels and supersedes any prior contracts or agreements between You and the Company.

**10. LAWS APPLICABLE**

This contract shall be governed by the laws of the State of Mississippi.


**11. SEVERABILITY**

In the event any provision of this contract is judicially held invalid, such provision shall be either modified to conform to law, or considered severable, and the remaining provisions hereof shall continue in full force and effect.

Signed this 5 day of January, 2017.


ACCEPTED:

AGENCY MANAGER

BY: 

ACCEPTED:

MISSISSIPPI FARM BUREAU CASUALTY INSURANCE COMPANY

BY:   
Henry Hamill, LUTCF  
State Sales Manager

# AGENCY MANAGER EVALUATION

of Don Cook

*2016 YE*

**MISSISSIPPI FARM BUREAU  
INSURANCE COMPANIES**



### AGENCY MANAGER EVALUATION

County Chickasaw

Year YE 2016

The primary purpose of a performance evaluation is to aid in producing high performance in our Agency Managers as we strive to meet individual and corporate goals.

In the evaluation process, evaluate each individual factor as it relates to the responsibilities outlined in the Agency Manager's contract. Keep in mind the effect each factor has in the overall performance of the job. This review will become an important part of the Agency Manager's contract file, so please give it special attention.

Please review the attached Agency Manager's Contractual Responsibilities to enhance the evaluation process.

Please review the Performance Rating Scale below. These ratings will be used to evaluate Performance Factors on the evaluation form. This rating scale will also be used to define the Overall Score.

| PERFORMANCE RATING SCALE   |  |   |   |   |
|--|--|---|---|---|
| 5. Excellent   | 4. Exceeds Expectations  | 3. Meets Expectations                   | 2. Needs Improvement  | 1. Does Not Meet Requirements of Job  |
| Consistently exceeds requirements of job. Performance is superior. | Frequently exceeds requirements of job. Solid overall job performance. | Consistently meets requirements of job. | Does not consistently meet requirements of job. Needs to improve level and/or consistency of performance. | Does not meet requirements of job. Does not meet expected level of performance. Continued substandard performance will lead to disciplinary action. |

Please check the appropriate number as it relates to the Agency Manager's contractual responsibilities and performance. Additional comments may be made to further explain the rating.

#### Production: Year-To-Date

|                          | <u>Personal</u> | <u>Agency</u> |  | <u>Personal</u> | <u>Agency</u> |
|--------------------------|-----------------|---------------|--|-----------------|---------------|
| Insurance Reviews        | 122             | 627           | <i>696</i> Paid/In-Force Life Co. Policies | 14              | 58            |
| New Business Automobiles | 6               | 206           | <i>-190 net</i> Paid In-Force Life Premium | 11770           | 36072         |
| New Fire Policies        | 16              | 213           | <i>-77 net</i> Paid In-Force Life Volume   | 1265000         | 7995925       |
| Casualty Loss Ratio      | 58.7            | 68            | Total Annuity Premium                      | 440570          | 802774        |
| Property Loss Ratio      | 17              | 46.7          | Policy Count Persistency                   | 71.4            | 84.4          |
| EFT                      | 40              | 56.11         | <i>588</i> Life Service Fees               | 3981            | 19168         |
| All Star                 | 0               | Sportsman     | 0  | WC              | 0             |
|                          |                 |               |  | RT              | 0             |

| JOB TASK - LEADERSHIP |  | Comments   |
|-----------------------|--|--|
| 1                     | <b>Goal Setting</b><br>Rating: 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input checked="" type="checkbox"/><br>Establishes & pursues Agency goals and objectives consistent with those of the Company.  | Goals and the pursuit of them are not consistent with Company expectation.   |
| 2                     | <b>Delegating</b><br>Rating: 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/><br>Promotes empowerment of responsibilities and accountability to the Career Agents.  | Don uses Dewitt Moore to handle responsibilities as needed.  |
| 3                     | <b>Motivating</b><br>Rating: 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input checked="" type="checkbox"/><br>Displays positive attitude and generates enthusiasm within agency to achieve Agency goals and objectives.  | A complete void of motivation in Chickasaw is evident in the production. Every agent underperformed  |
| 4                     | <b>Rewarding</b><br>Rating: 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 1 <input type="checkbox"/><br>Provides praise, recognition, and rewards for effective Career Agent and Agency performance.  | There is no plan in place to reward high achievement.  |
| 5                     | <b>Decision Making/Judgment</b><br>Rating: 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 1 <input type="checkbox"/><br>Evaluates situations, shows consistency in making decisions, accepts responsibility, makes decisions promptly and demonstrates effective problem solving skills. | The current situation in Chickasaw County has gotten worse following a disappointing year in 2015.   |
| JOB TASK - MANPOWER   |  | Comments   |
| 1                     | <b>Recruiting</b><br>Rating: 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input checked="" type="checkbox"/><br>Consistently and actively recruits qualified candidates and maintains a full staff of skilled Career Agents.   | Don does not maintain a qualified list of candidates and appears to be spending little energy to recruit a qualified candidate to replace Tracy Whitt. |
| 2                     | <b>Training</b><br>Rating: 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 1 <input type="checkbox"/><br>Provides technical one-on-one training while instilling basic sales skills with Career Agents.   | Don must devote more time to training agents on day to day operations and sales skills.  |



| JOB TASK - AGENCY DEVELOPMENT/PERFORMANCE  |   |
|--|---|
| <p><b>1 Job Knowledge</b></p> <p>Rating: 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/></p> <p>Maintains a high degree of professional insurance knowledge and technical skill.</p>   | <p><b>Comments</b></p> <p>Don must stay involved in personal production to stay sharp and meet personal goals.</p>  |
| <p><b>2 Planning</b></p> <p>Rating: 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input checked="" type="checkbox"/></p> <p>Develops and implements effective marketing strategies, including the utilization of the agency website, to accomplish established Agency and Company goals and objectives.</p> | <p><b>Comments</b></p> <p>There is no marketing and business plan in place in Chickasaw County. Don must develop a marketing strategy to reach potential customers and to change the image of FB in Chickasaw County.</p> |
| <p><b>3 Networking</b></p> <p>Rating: 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 1 <input type="checkbox"/></p> <p>Integrates the Agency within the community and enhances Career Agent opportunities through effective Agency activities.</p>   | <p><b>Comments</b></p> <p>Don must work harder to network in the community to help recruit agents and retain business.</p>  |
| <p>Rating: 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 1 <input type="checkbox"/></p> <p>Actively monitors and improves Agency Website.</p>   | <p><b>Comments</b></p> <p>Website has not been updated.</p>   |
| <p><b>4 Performance Counseling</b></p> <p>Rating: 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input checked="" type="checkbox"/></p> <p>Helps Agents develop goals and monitors progress with helpful input. Provides regular skill development feedback.</p>   | <p><b>Comments</b></p> <p>Don must get involved with agents to ensure adequate goals and progress to achieve them.</p>  |
| <p><b>5 Get Real Reviews</b></p> <p>Rating: 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input checked="" type="checkbox"/></p> <p>Monitors County Review Program</p>  | <p><b>Comments</b></p> <p>Chickasaw did not meet minimum review requirements.</p>   |
| <p><b>6 Performance Results</b></p> <p>Rating: 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input checked="" type="checkbox"/></p> <p>Achieves established Agency Property and Casualty goals and objectives.</p>  | <p><b>Comments</b></p> <p>Chickasaw was ranked at the bottom of MS p/c production goals.</p> <p>Did not earn an AM Bonus. 0%</p>  |
| <p>Rating: 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1 <input checked="" type="checkbox"/></p> <p>Achieves established Agency Life and Health goals and objectives.</p>  | <p><b>Comments</b></p> <p>Chickasaw was ranked last of 82 in best of the best life rankings in MS. Zero trip qualifiers.</p> <p>Did not make an AM Bonus life trigger</p>   |

| <b>JOB TASK - COMMUNICATION</b>  |   |  |
|--|---|--|
| <b>1</b>   | <b>Informative</b>  | <b>Comments</b>  |
| Rating:  | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |  |
| Provides relevant information about Company goals and objectives, decisions, plans, and events to all appropriate members of the Agency. |   |  |
| <b>2</b>   | <b>Equipping</b>  | <b>Comments</b>  |
| Rating:  | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 1 <input type="checkbox"/> |  |
| Provides Career Agents the necessary tools, training and support to meet their expectations including a professional work environment.   |   | Don must create a positive work environment and provide the support and expectation required to be successful. |
| <b>3</b>   | <b>Team Building</b>  | <b>Comments</b>  |
| Rating:  | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |  |
| Develops Agency teamwork through trust and cooperation. Effectively resolves conflicts within the Agency.                                |   |  |
| <b>4</b>   | <b>Supporting</b>   | <b>Comments</b>  |
| Rating:  | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 1 <input type="checkbox"/> |  |
| Listens to the concerns of Career Agents and provides effective and helpful solutions.   |   | Don must be present to support and help his agents.  |
| <b>JOB TASK - BUSINESS MANAGEMENT</b>  |   |  |
| <b>1</b>   | <b>Financial Manager</b>  | <b>Comments</b>  |
| Rating:  | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |  |
| Monitors the financial status of his/her insurance account at all times.   |   |  |
| <b>2</b>   | <b>Financial Awareness</b>  | <b>Comments</b>  |
| Rating:  | 5 <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 1 <input type="checkbox"/> |  |
| Stays aware of the general financial condition of the Career Agents as well as the County Farm Bureau at all times.                      |   |  |

**OVERALL SCORE:****TOTAL SCORE 41 ÷ 21 = 1.9**

**STRENGTHS / CHARACTERISTICS / DEMANDS**

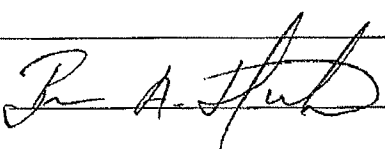
- |   |  |
|---|--|
| <input type="checkbox"/> Ambitious              | <input type="checkbox"/> Knowledgeable     |
| <input type="checkbox"/> Decisive               | <input type="checkbox"/> Leader            |
| <input type="checkbox"/> Effective Communicator | <input type="checkbox"/> Loyal             |
| <input type="checkbox"/> Energetic              | <input type="checkbox"/> Mentor            |
| <input type="checkbox"/> Ethical                | <input type="checkbox"/> Motivator         |
| <input type="checkbox"/> Fair                   | <input type="checkbox"/> Positive Attitude |
| <input type="checkbox"/> Goal Oriented          | <input type="checkbox"/> Professional      |
| <input type="checkbox"/> Honest                 | <input type="checkbox"/> Reputable         |
| <input type="checkbox"/> Idealistic             | <input type="checkbox"/> Role Model        |
| <input type="checkbox"/> Innovative             | <input type="checkbox"/> Supportive        |
| <input type="checkbox"/> Judicious              | <input type="checkbox"/> Trustworthy       |

**COMMENTS**

Agency Manager: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature  Date 1/26/17

District Sales Manager: Don must become more active with veteran and new agents to improve production in Chickasa. A new agent is necessary to replace Tracy Whitt and a workable marketing plan must be developed.

Signature  Date 1/26/17

## AGENCY MANAGER CONTRACTUAL RESPONSIBILITIES

AM Initials: \_\_\_\_\_

- Provide creative selling.
- Professional counseling.
- Prompt skillful service.
- Responsible and answerable for any breaches or negligent acts of people working for or on his/her behalf.
- Personally and through agents solicit and service any and all lines of business the Companies offer.
- Responsible for money collected on behalf of the Company.
- Assist agents for proficiency in the sale and service of all the lines of insurance offered and assign accounts to agents in accordance with the guidelines issued by the Company.
- Be governed by Company guidelines and instructions contained in the Company rate books, manuals, and underwriting guidelines.
- Abide by the rules of all other authorized companies.
- Not to sell or allow agents to sell insurance for unauthorized companies.
- Responsible for the cost of a fidelity or surety bond or participate in a defalcation fund, and professional errors and omissions liability insurance policy.
- Comply with the insurance laws of the State of Mississippi.
- Promptly report all claims and deliver all relevant claims information to the Company.
- Perform claim adjustment and all other services for the Company's policyholders in a manner consistent with the guidelines and instructions promulgated by the Company and/or contained in the Company Agents' Manual.
- Furnish written applications within seven (7) days of a binder.
- Protect all proprietary information belonging to the Company.
- Comply with all Federal and State Privacy and Anti-Telemarketing laws.
- Promptly notify Company of any legal change of professional business status.

John ChFC, CLU, LUTCF <[John.Thomas@sfbcc.com](mailto:John.Thomas@sfbcc.com)>; Welford, Jason LUTCF (DSM3) <[Jason.Welford@sfbcc.com](mailto:Jason.Welford@sfbcc.com)>; Patton, Barry (DSM2) <[Barry.Patton@sfbcc.com](mailto:Barry.Patton@sfbcc.com)>; Chambers, Tre (DSM4) <[TChambers@sfbcc.com](mailto:TChambers@sfbcc.com)>; Hicks, Brian, LUTCF (DSM1) <[brian.hicks@sfbcc.com](mailto:brian.hicks@sfbcc.com)>

**Subject:** Senate Bill 2631 - MS Public Safety Verification Act

Agency Managers,

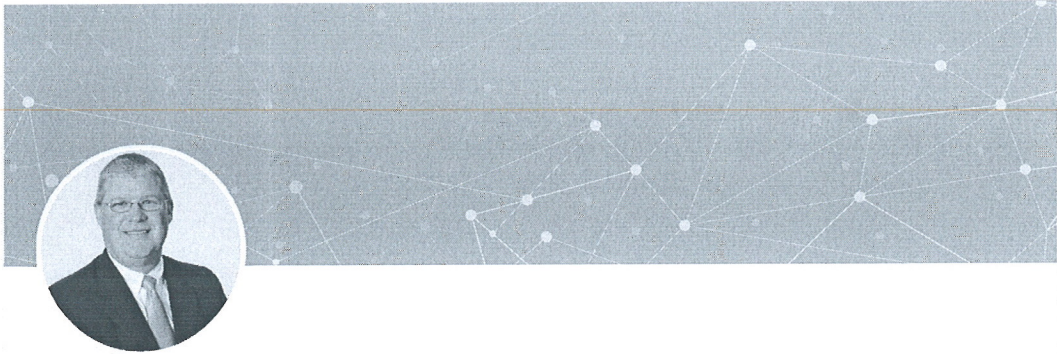
We wanted to give you a heads up regarding some assistance we will need in preparation of the above Senate Bill going into effect. Most of you are aware of Senate Bill 2631 that will require insurance companies to provide real time verification of insurance in the event of a traffic stop. We will be live with this verification process beginning September 1, 2017 and will need your assistance to ensure our VIN numbers are as accurate as possible prior to September 1, 2017.

We began this process with approximately 26,000 mismatches on VIN numbers. From that number we have 2,550 statewide that we will need you to correct prior to September 1, 2017. We are working now on making a report available to you with the policies in your county. I will provide additional information regarding the report and how we need to proceed in the next couple of weeks.

If you have any questions regarding this please let me know.

Thanks,  
Bridget

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**Henry Hamill** • 2nd

Vice President of Sales at Mississippi Farm Bureau Casualty Insurance Company  
Madison, Mississippi

Connect InMail More...

- Mississippi Farm Bureau Casualty Insurance Company
- Mississippi State University
- See contact info
- 459 connections

I began my insurance career with Farm Bureau Insurance in October 1990 as an agent in Brookhaven, MS. In October 2008 I accepted the promotion to become Agency Manager for Farm Bureau in Alcorn County. I lived and worked in Corinth until I was promoted to V. P. of Sales. In this position I am responsible for managing roughly 320 agents and 10 staff members. I am also responsible for all the marketing efforts such as advertising and sales promotions.

Show less ^

**Highlights**

**4 Mutual Connections**  
You and Henry both know Charles Winfield, Trent Kelly, and 2 others

**Experience**

- Vice President of Sales**  
Mississippi Farm Bureau Casualty Insurance Company  
2011 – Present • 7 yrs
- Agency Manager Alcorn County**  
Mississippi Farm Bureau Casualty Insurance Company  
Oct 2008 – May 2011 • 2 yrs 8 mos

**Education**

- Mississippi State University**  
Marketing  
1988 – 1990
- Copiah-Lincoln Community College**

**VENUS**



**People Also Viewed**

- Jack Duplessis, CLU** • 2nd  
Agency Manager at Farm Bureau Insurance Companies
- Scott Black** • 2nd  
Agency Owner at Allstate
- Billy Sims** • 2nd  
Senior Vice President, Policy Administration, Southern Farm Life Insurance Company
- Danny Crozier** • 2nd  
Agency Manager at Southern Farm Bureau
- Judd Williams** • 3rd  
Agency Manager at Mississippi Farm Bureau Casualty Insurance Company
- Jed James, CIC** • 2nd  
Account Executive at Renasant Insurance
- Paige Melichar** • 2nd  
Implementation Specialist @ Do Payroll of Tennessee
- John Thomas** • 2nd  
Director of Agency Development at Mississippi Farm Bureau Casualty Insurance Company
- Sandra Spengler** • 3rd  
Director, Corporate Communications Training at Southern Farm Bureau Insurance Company
- Bill Barham** • 3rd  
Agency Manager, Virginia Farm Mutual Insurance Company



Messaging



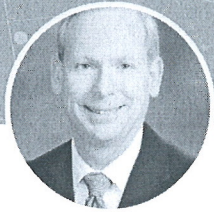
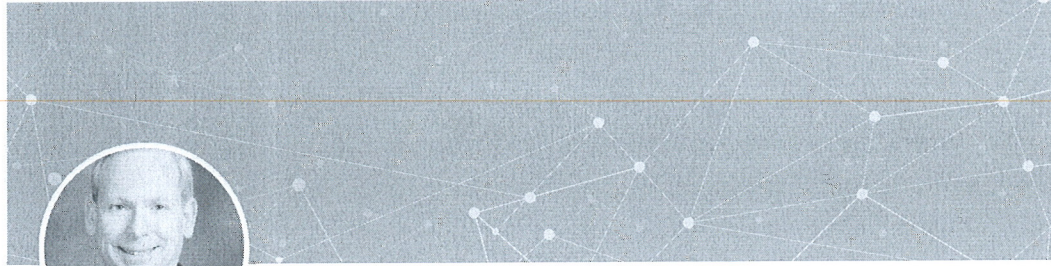


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John Thomas • 2nd

Director of Agency Development at Mississippi Farm Bureau Casualty Insurance Company

Madison, Mississippi

Connect

InMail

More...

Mississippi Farm Bureau Casualty Insurance Company

The American College

See contact info

500+ connections

Life Insurance and Annuity Products offered through Southern Farm Bureau Life Insurance Company, Jackson, MS

Highlights



2 Mutual Connections

You and John both know Bourgeois, Ed and Suzi See Phillips

John's Activity

922 followers

+ Follow



Attitude is one of the most important aspects of your success. John shared this

See all activity

Experience



Director of Agency Development Mississippi Farm Bureau Casualty Insurance Company Jan 2016 - Present • 2 yrs 4 mos Jackson, Mississippi Area



District Sales Manager Mississippi Farm Bureau Casualty Insurance Company Apr 2011 - Dec 2015 • 4 yrs 9 mos



Agency Manager Mississippi Farm Bureau Casualty Insurance Company



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People Also Viewed



Judd Williams • 3rd Agency Manager at Mississippi Farm Bureau Casualty Insurance Company



Billy Sims • 2nd Senior Vice President, Policy Administration, Southern Farm Bureau Life Insurance Company



Marcus Matics CLU, ChFC, L Agency Manager at NC Farm Bureau Insurance



April Murawske, ASRI, AC... Southern Farm Bureau Life Insurance Company



Brian Cooper • 3rd Agency manager at NC Farm Bureau Insurance



D. Aaron Baker, ITP, API, AI Director of Property & Casualty at Mississippi Farm Bureau Casualty Insurance Company



Jeremy Wesson • 3rd Vice President of Underwriting & Business at Southern Farm Bureau Life Insurance Company



Jack Duplessis, CLU • 2nd Agency Manager at Farm Bureau Insurance Companies



Scott Black • 2nd Agency Owner at Allstate



Donna Kettleman • 2nd Manager at Southern Farm Bureau Life Insurance Company

Learn the skills John has



Working with Real-Time Data in Excel Viewers: 21,287

Articulate Storyline 2 Look



Search



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Agent

Mississippi Farm Bureau Casualty Insurance Company

Aug 1984 – Aug 2006 • 22 yrs 1 mo

crystal springs, mississippi



How to Design and D Training Programs

Viewers: 6,741

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Education



The American College

CLU

1998



The American College

ChFC

1998



The American College

LUTCF

1988

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Brian Hicks, LUTCF • 2nd

District Sales Manager for Southern Farm Bureau in North Mississippi

Tupelo, Mississippi

Connect

InMail

More...



Southern Farm Bureau Life Insurance Company



Mississippi State University



See contact info



227 connections

Experienced District Sales Manager with a demonstrated history in the insurance industry. Skilled in Life Insurance, Property and Casualty Insurance, Customer Service, Sales, and Marketing. Strong sales professional and graduate of Mississippi State University.

Highlights



5 Mutual Connections

You and Brian both know Jack Curtis, Jason Derrick, and 3 others

Brian's Activity

227 followers

+ Follow



What 50-year-olds know that 20-year-olds don't Brian shared this

See all activity

Experience



District Sales Manager

Southern Farm Bureau Life Insurance Company

Oct 2012 - Present • 5 yrs 7 mos



Agent

Southern Farm Bureau

Jan 2008 - Sep 2012 • 4 yrs 9 mos

Tupelo, Mississippi



People Also Viewed



Jeremy Wesson • 3rd

Vice President of Underwriting & Business at Southern Farm Bureau Life Insurance Company



John Thomas • 2nd

Director of Agency Development Mississippi Farm Bureau Casualty Insurance Company



Joyce Plunkett, PHR, FLMI,

Vice President Human Resources Southern Farm Bureau Life Insurance Company



Fred Ruggles FSCP • 2nd

Helping You Protect your Assets House, Auto, Business, Health |B & Youth Mentor



Ray Leonard • 3rd

Vice President of Sales at Virginia Bureau



Monty Permenter MSM, AL

Senior Premium Accounting Spe



Libby Clack • 3rd

Senior Pension Administrator at Southern Farm Bureau Life Insurance Company



Lance Wedgeworth • 3rd

Agency manager at SFBIC



Jo Lynn Taylor • 3rd

Coordinator at Southern Farm B



Kathy Gambill ALMI, ACS, ..

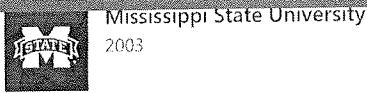
Investment Operations Coordin Southern Farm Bureau Life Insurance Company

Learn the skills Brian has



Innovative Customer Service Techniques

Viewers: 46,082



**Igniting Emotional Engagement**  
Viewers: 2,808

See more

### Skills & Endorsements

#### Life Insurance · 8

Endorsed by 2 of Brian's colleagues at Southern Farm Bureau Life Insurance Company

#### Commercial Insurance · 7

Endorsed by 2 of Brian's colleagues at Southern Farm Bureau Life Insurance Company

#### General Insurance · 6

Endorsed by 2 of Brian's colleagues at Southern Farm Bureau Life Insurance Company

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Learn more



#### Wharton EM Degree

Earn your MBA c weekends with interrupting your c

Learn mor

### Accomplishments

2 Certifications  
LULU • LUTCF

### Interests

**David Sable**  
Global CEO at Y&R  
773,421 followers

**Sallie Krawcheck**  
CEO and Co-Founder of Ellevest  
2,201,284 followers

**Forbes**  
6,755,277 followers

**Mississippi State University**  
86,457 followers

**Insider Inc.**  
2,699,567 followers

**LIMRA**  
8,487 followers

See all

### LinkedIn

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Email or Phone

Password

~~dana.dealman@yahoo.com~~

Log In

Forgot account?

Barry F

Recent Logins

Log in to get the most out of Facebook.

To connect with



Barry Patton

Friends Photos Videos

### About Barry Patton

#### WORK



**Ms Farm Bureau**

District Sales Manager · 2002 to present · Jackson, Mississippi

#### EDUCATION



**Mississippi State University**

Starkville, Mississippi

1999



**Kosciusko High School**

Kosciusko, Mississippi

1994

#### CURRENT CITY AND HOMETOWN



**Kosciusko, Mississippi**

Current city



**Kosciusko, Mississippi**

Hometown

### Photos



See More Photos

### Others Named Barry Patton



Barry Patton



Barry Patton



Barry Patton



Barry Patton



### Favorites

4 items



Talladega Nights

1 item

Tommy Allen MS Farm Bureau Insurance, Bubba Moak, MS Farm Bureau Insurance, Angie Hopper, MS Farm Bureau Insurance, Robby Breland LUTCF MS Farm Bureau Insurance, Brett Hawkins, MS Farm Bureau Insurance, Guy Copeland, MS Farm Bureau Insurance, Jay Osborne, MS Farm Bureau Insurance, Hilton Richey, MS Farm Bureau Insurance, Tommy Scott, MS Farm Bureau Insurance, Jeffrey Rea, MS Farm Bureau Insurance, Bradley Rials, MS Farm Bureau Insurance, Mackey Wade, MS Farm Bureau Insurance, Jonathan Cloud, MS Farm Bureau Insurance, Whit Hughes for Congress, McCool Thorpe Real Estate - mccoollthorpe.com and more



Barry Ozay Patton



Barry Patton

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### Others With a Similar Name



Barry Duffy



Barry Raymond Gooch



Sadou Barry

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Bill Hite • 3rd

Agency Manager at Farm Bureau Insurance-Washington County

Greenville, Mississippi

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Mississippi Farm Bureau



Mississippi State University

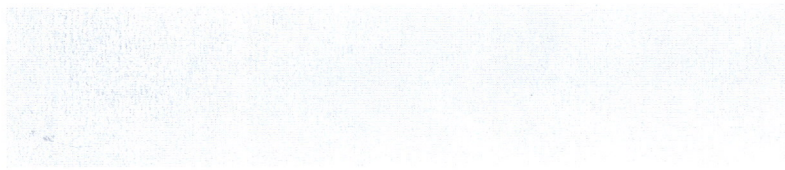


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Farm Bureau Insurance - Washington County

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Experience



Agency Manager

Mississippi Farm Bureau

Dec 1991 – Present • 26 yrs 5 mos

Washington County-Greenville/Leland

Education



Mississippi State University

Health and Physical Education/Fitness

1973 – 1977



Mississippi State University

BS Education

1973 – 1977

Skills & Endorsements

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Burt Caraway • 3rd

Loan Review Officer / A.V.P at Gi Bank & Trust Company



Faris Buchberger • 3rd

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Corey Griffin • 3rd

Nutrition Services Director Meth Rehabilitation



Robby Tonos • 3rd

President at JoeTonos Jewelers, Inc.



Betsy Alexander • 2nd

Broker/Owner at Coldwell Banke Alexander Realty



Robby Polson • 3rd

manager/sales rep at Old South Supply Co.



Kathryn Sharpe • 2nd

Regional Operations Manager at Regions Bank



Todd Ballard • 2nd

--



David Wallace • 3rd

Medical Student



L. Ray Humphreys, LFAC...

Principal, Humphreys Healthcare

Learn the skills Bill has



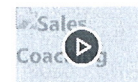
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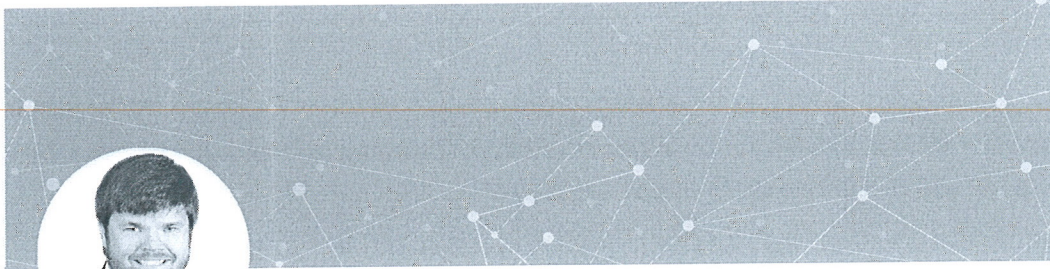
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Brian Street • 3rd

Agency Manager at Mississippi Farm Bureau Casualty Insurance Company

Cleveland, Mississippi



- Mississippi Farm Bureau Casualty Insurance Company
Delta State University
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Accomplishments with Southern Farm Bureau Life Insurance Company:

- 2014 Million Dollar Round Table (MDRT) Qualifier
-#2 New Agent of the Year in SFBLIC in 2014
-#11 In New Agent of the Year in SFBLIC in 2013
-#2 overall agent in SFBLIC in 2014
-#7 in SFBLIC in paid life applications in 2014
-#2 in SFBLIC in paid life volume in 2014
-#3 in SFBLIC in paid life premium in 2014
-Century Club agent 2013 and 2014
-2014 District Agent of the Year
-2015 District Agent of the Year
-#1 in District in paid life applications in 2014
-#1 in District in paid life volume in 2014
-#1 in District in paid life premium in 2014
-2013 District Rookie of the Year
-#1 in District in paid life applications in 2013
-4 time Sportsman Contest Qualifier (2012, 2013, 2014, 2015)
-4 time Winners Challenge Contest Qualifier (2012, 2013, 2014, 2015)
-4 time All Star Contest Qualifier (2013, 2014, 2015, 2016)
-4 time Round Table Qualifier (2012, 2013, 2014, 2015)
-Round Table Elite Qualifier (2014, 2015)
-3 time Grand Slam Qualifier
-Sales Leadership Council Member - 2015
-NAIFA Quality Award - 2014, 2015

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Experience

Agency Manager
Mississippi Farm Bureau Casualty Insurance Company
Jul 2017 - Present • 10 mos
Washington County



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People Also Viewed


- Tammie Goss • 2nd Independent Life and Health Ins Agent Benefits Consultant
Andy Lee • 2nd President at Guaranty Bank & Tr
Traci Patrick • 2nd Director of Events and Member
Daniel New • 3rd Chief Credit Officer at Guaranty Trust Company
Nancy Havens • 3rd Owner O/3 Animal Health
Dinesh Chawla • 2nd CEO at Chawla Hotels, Inc.
Basil Larkin • 3rd Vice President of Sales at Hestar Commercial Corporation
Sid Kirksey • 2nd Insurance Agent at Mississippi F Bureau Svc
Alex Siow • 3rd Founder/ Managing Director at I
Errol Celestine • 2nd Sales Consultant at Lakeland Toy

Learn the skills Brian has

- IT Service Desk: Management Fundan Viewers: 8,130
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Social Media Marketi Social CRM Viewers: 26,030



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 Jul 2012 – Jun 2017 • 5 yrs  
 Sunflower County - Ruleville Office

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**Territory Manager**

US Foods  
 Mar 2012 – Jul 2012 • 5 mos



**Customer Relations Manager**

Viking Range Corporation  
 Jun 2009 – Dec 2011 • 2 yrs 7 mos

- Manage growth and vision of customer service call center, supervising 10 call center agents on a daily basis
- Manage annual departmental budget of \$1.5M
- Oversee recall activities for the company which included managing outsourced call center for two major product recalls
- Manage process improvement for call center
- Review and improve policy and procedures for call center to ensure optimal levels of customer service
- Manage staffing levels of call center based on Erlang calculations
- Develop and train call center staff



**Risk Manager**

Viking Range Corporation  
 Apr 2007 – Dec 2011 • 4 yrs 9 mos

- Manage product liability related legal claims, including making decisions on how to handle cases and settlement of said cases
- Produced savings of > \$60K in first year with a correction of internal claims handling process
- Manage all lines of insurance for Viking including general liability, workers compensation, D & O, E & O, pollution, and property insurance
- Responsible for managing insured values of all Viking owned property to ensure we are properly insured in case of loss
- Work with insurance broker to verify proper limits are in place for optimal risk management

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**Education**



**Delta State University**  
 State University  
 MBA, Business Administration  
 2008 – 2011



**Delta State University**  
 State University  
 Undergraduate, Marketing  
 2002 – 2004



**Mississippi Delta Community College**  
 Associate of Arts (A.A.), Business Administration  
 1999 – 2001

**Volunteer Experience**



**President**  
 Drew Ruleville Rotary Club

Messaging








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 **Drew** Vice President  
Ruleville Drew Ruleville Rotary Club  
Rotary Club Jul 2015 – Jun 2016 • 1 yr

## Skills & Endorsements

### Sales · 38

Endorsed by Kelsey Patton and 1 other who is highly skilled at this

Endorsed by 13 of Brian's colleagues at Viking Range, LLC


### Customer Service · 37

Endorsed by Debbie Ray and 3 others who are highly skilled at this

Endorsed by 14 of Brian's colleagues at Viking Range, LLC

### Training · 16

Endorsed by 9 of Brian's colleagues at Viking Range, LLC

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Judd Williams • 3rd

Agency Manager at Mississippi Farm Bureau Casualty Insurance Company  
Indianola, Mississippi



Mississippi Farm Bureau Casualty Insurance Company

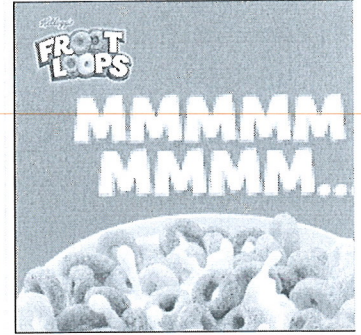


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People Also Viewed



John Thomas • 2nd  
Director of Agency Development  
Mississippi Farm Bureau Casualty Insurance Company



Henry Hamill • 2nd  
Vice President of Sales at Missis:  
Farm Bureau Casualty Insurance Company



Jason Burns • 2nd  
Insurance Agent, Mississippi Farm Bureau Casualty Insurance Company



Jack Duplessis, CLU • 2nd  
Agency Manager at Farm Bureau Insurance Companies



Scott Black • 2nd  
Agency Owner at Allstate



Ben Rowland FSCP • 2nd  
Insurance Agent at Mississippi Farm Bureau Casualty Insurance Company



Jonathan Cloud • 2nd  
Agent at Farm Bureau Insurance



Doug Russell • 2nd  
Vice President at Indianola Isura Agency, Inc



Ben Butler • 2nd  
Insurance Agent at Mississippi Farm Bureau



Cathy Cash • 3rd  
Personal Lines Underwriter

Experience



Agency Manager  
Mississippi Farm Bureau Casualty Insurance Company  
Jul 2011 – Present • 6 yrs 10 mos  
Indianola, MS



Insurance Agent  
Mississippi Farm Bureau Casualty Insurance Company  
Mar 2006 – Present • 12 yrs 2 mos  
Ruleville, Mississippi

Interests



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22 followers



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

Donald Cook, individually and on behalf of all others similarly situated

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

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

DEFENDANTS

Mississippi Farm Bureau Casualty Insurance Co., ET AL.

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

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 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)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Property, etc.

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, 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):

29 U.S.C. § 201

Brief description of cause:

FLSA Class Action

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 SIGNATURE OF ATTORNEY OF RECORD

04/26/2018 s/ S. Ray Hill, III

FOR OFFICE USE ONLY

0537-1546786

RECEIPT #

AMOUNT \$400

APPLYING IFP

JUDGE

SA

MAG. JUDGE

DAS

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Mississippi Farm Bureau Casualty Insurance Co., Two Others Staring Down Worker Misclassification Lawsuit](#)

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