



belief, MY Productions LLC produces, hosts and airs a news program in Grundy County, Tennessee known as GCTV. Further upon information and belief Defendant's agent for service of process is Mike Yarworth, and he may be served at Highway 150 South, Tracy City, Tennessee, 37387.

**JURISDICTION AND VENUE:**

5. Jurisdiction and venue are properly before this Court since the facts giving rise to the Complaint all occurred in Grundy County, Tennessee. Specifically, the Defendant Brent Myers' statements concerning the Plaintiffs were aired by GCTV an informative news program in Grundy County, Tennessee as part of the television productions produced by MY Productions LLC. Defendant Brent Meyers gave an extended interview to GCTV on or about January 4, 2011. In that interview the statements made by Defendant Brent Meyers give rise to the causes of action contained herein. The interview of Brent Myers was aired on GCTV by MY Productions LLC on January 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup>, 2011. Upon information and belief said interview was aired on GCTV by MY Productions LLC on the aforementioned dates at least three (3) times each day.

**BACKGROUND FACTS:**

6. On or about May of 2010, Plaintiff Kelly Foutch entered the race for the office of Mayor of Grundy County.
7. On or about July 20, 2010 Plaintiff Kelly Foutch participated in a debate regarding the office of Mayor of Grundy County wherein the Plaintiff and other debate participants fielded questions regarding Defendant, Brent Myers. One

of the questions asked to the Mayoral candidates concerning Sheriff Brent Myers was asked by Plaintiff, James E. Campbell, II. The debate in its entirety was aired on GCTV by MY Productions, LLC on or about July 26, 2010.

8. On July 26, 2010, after seeing the debate aired on GCTV, Defendant Brent Myers called Plaintiff Kelly Foutch, threatening to go on television and fight back against the comments that were made about him at the July 20<sup>th</sup> debate that the Defendant perceived to be personally harmful to him.
9. On or about July 27, 2010, Defendant Brent Myers gave an extended interview on GCTV, and publicly defamed Plaintiff Kelly Foutch and Plaintiff James E. Campbell, II. Among his defamatory statements, the Defendant stated that Plaintiff Kelly Foutch had been convicted of possession of cocaine. Throughout the interview Defendant Brent Myers repeatedly referred to the Plaintiffs as felons.
10. In the July 27, 2010 interview on GCTV the Defendant also stated that he had Plaintiff James E. Campbell, II arrested and put in jail for an assault. The Defendant neglected to state that the charge against Plaintiff was dismissed. The dismissal of the charge concerning Plaintiff James E. Campbell, II occurred prior to the interview given by Brent Myers to GCTV on July 27, 2010.
11. Defendant Brent Myers' July 27, 2010 interview was aired multiple times per day on GCTV by MY Productions LLC over the next several days leading up to the mayoral election in August 2010.

12. Plaintiff Kelly Foutch lost the election for Mayor of Grundy County in August of 2010 and returned to life as a private citizen.
13. During the Fall of 2010, Plaintiffs, as private citizens voiced their opposition to many of the attempted plans of the Grundy County Sheriff, an office held by Defendant, Brent Myers. During the Fall of 2010, Plaintiffs attended public county commission meetings and other meetings and voiced their concerns over the need for a new Grundy County Jail, the pet project of Defendant Brent Meyers. The Plaintiffs also voiced their concerns given Grundy County's fiscal state as well as the state of the economy that the multi-million dollar bond undertaking to build the jail was not in the best interests of Grundy County at that time.
14. On or about January 4<sup>th</sup>, 2011, Defendant Brent Myers again gave an extended interview on GCTV which was aired by MY Productions LLC at least three (3) times per day for the next several days. In this interview, Defendant Myers republished, re-alleged and referenced his earlier defamatory statements made about the Plaintiffs from his interview on July 27<sup>th</sup>, 2010.
15. In addition to republishing, re-alleging and referencing his earlier defamatory and reckless statements from the July 27, 2010 interview, Defendant Brent Myers also stated the following about the Plaintiffs in the January 4, 2010 interview to GCTV:
  1. Plaintiffs called Defendant and threatened him personally;
  2. Plaintiffs cut the brake lines on one of the vehicles that Defendant was driving;

3. Defendant's motorcycle was stolen by Plaintiff Kelly Foutch's nephew;
4. Plaintiffs called in a false complaint with the Department of Children's Services about the Defendant;
5. Plaintiffs broke into Defendant's house on two separate occasions.
16. As noted above, the January 4, 2010 interview was re-aired on GCTV by MY Productions LLC three (3) times per day for the next several days.
17. At all times and during all interviews, Defendant Brent Myers was acting as an individual and not in his official capacity as Sheriff of Grundy County.
18. In October of 2011, following a public meeting in Grundy County, Tennessee, Brent Myers published to others who were present false and incorrect statements about Kelly Foutch. Specifically, Brent Myers alleged that he was forced to change his cell phone number due to the fact that Plaintiff Kelly Foutch was making repeated and threatening calls to his cellular phone.

**COUNT 1: INVASION OF PRIVACY- FALSE LIGHT**

19. Plaintiff hereby re-alleges and incorporates by reference the allegations contained in paragraphs 1-18.
20. Defendant Brent Myers' publication of statements about Plaintiffs Kelly Foutch and James E. Campbell, II given in the Defendant's interview with GCTV, and published by, MY Productions LLC on July 27<sup>th</sup>, 2010, and re-alleged on January 4<sup>th</sup>, 2011 (and in subsequent airings), as well as the Defendant's other defamatory statements that were publicly stated in the January 4<sup>th</sup>, 2011

interview with GCTV and aired by MY Productions, placed the Plaintiffs in a false light in the public eye.

21. The Defendant's statements attribute actions to the Plaintiffs that the Plaintiffs did not undertake and therefore present them in a false light.
22. The Defendant's statements are objectionable to Plaintiffs Kelly Foutch and James E. Campbell, II under the circumstances and are objectionable to a reasonable person.
23. The statements made by Defendant Brent Myers to GCTV and the publishing and republishing of the interview by MY Productions LLC beginning on January 4, 2010, were reckless and both Defendants acted with a reckless disregard as to the false statements made about the Plaintiffs in the interview and both defendants knew of or should have known that said statements were false and painted the Plaintiffs in a false light.
24. As a result of the false light painted by the Defendants in the broadcast and re-broadcast of the January 4, 2010 interview the Plaintiffs have suffered damages including but not limited to harm to their interest in privacy and losses in job opportunities and wages.

**COUNT II: DEFAMATION OF CHARACTER – LIBEL**

25. Plaintiff hereby re-alleges and incorporates by reference the allegations contained in paragraphs 1-24.
26. Beginning on January 4, 2011, and continuing three (3) times per day for the next four days, Defendant Brent Myers and Defendant MY Productions, LLC, published the false statements contained in paragraph 15 above, pertaining to

the Plaintiffs, Kelly Foutch and James E. Campbell, II. Additionally, in the interview on January 4, 2010 and over the next several days, both Defendants re-alleged and re-published the false and defamatory statements made by Brent Myers in the July 27, 2010 interview.

27. Both Defendant Brent Myers and Defendant MY Productions, LLC published these statements with reckless disregard for the truth of the statements and with knowledge that these statements were of a defamatory nature.
28. The statements published by Defendants Myers and MY Productions, LLC have resulted in serious injury to the Plaintiffs' character and reputation in the community, as well as personal humiliation and suffering. Moreover, both Plaintiffs have incurred financial losses as a result of these false and defamatory statements.

COUNT III: DEFAMATION OF CHARACTER – SLANDER

29. Plaintiff hereby re-alleges and incorporates by reference the allegations contained in paragraphs 1-28.
30. In addition to the above, Plaintiff Kelly Foutch has also been slandered by Brent Myers. As noted above, in October of 2011, following a public meeting in Grundy County, Tennessee, Brent Myers published to others who were present false and incorrect statements about Kelly Foutch. Specifically, Brent Meyers alleged that he was forced to change his cell phone number due to the fact that Plaintiff Kelly Foutch was making repeated and threatening calls to his cellular phone. These statements were and remain false and Defendant Brent Myers recklessly published these statements to others knowing that

said statements were false further damaging the reputation of Plaintiff Kelly Foutch.

31. As a result of the statements in October 2011 by Defendant Brent Myers, Plaintiff Kelly Foutch has suffered serious injury to the Plaintiffs' character and reputation in the community, as well as personal humiliation and suffering. Moreover, Plaintiff Kelly Foutch has incurred financial losses as a result of these false and defamatory statements.
32. Plaintiffs further aver that the allegations against Defendants herein were made intentionally, recklessly and maliciously therefore entitling them to punitive damages to punish the Defendants for their actions.

**WHEREFORE**, Premises considered, Plaintiffs pray:

- a. That Summonses be issued and service perfected upon the Defendants;
- b. That a money judgment be entered against the Defendants, jointly and severally, in amount of \$250,000.00, plus interests and costs for the invasion of privacy sustained by the Plaintiffs as a result of the Defendants' actions;
- c. That a money judgment be entered against the Defendants, jointly and severally, in an amount to be proven at trial for each of the libelous, false and defamatory statements made by the Defendant Brent Myers and published and re-published by MY Productions LLC to include damages for each and every publication and re-publication of the defamatory statements.
- d. That a money judgment be entered against the Defendants, jointly and severally, in an amount to be proven at trial for the slanderous, false and defamatory



statements made by the Defendant Brent Myers in October of 2011 concerning Plaintiff,  
Kelly Foutch.

- c. That a non-biased jury be empaneled to try the issues when joined; and
- d. That Plaintiffs have all such other, further and general relief to which they may show them to be entitled to at the trial of this cause.

Respectfully submitted,


**COVERT LAW GROUP**

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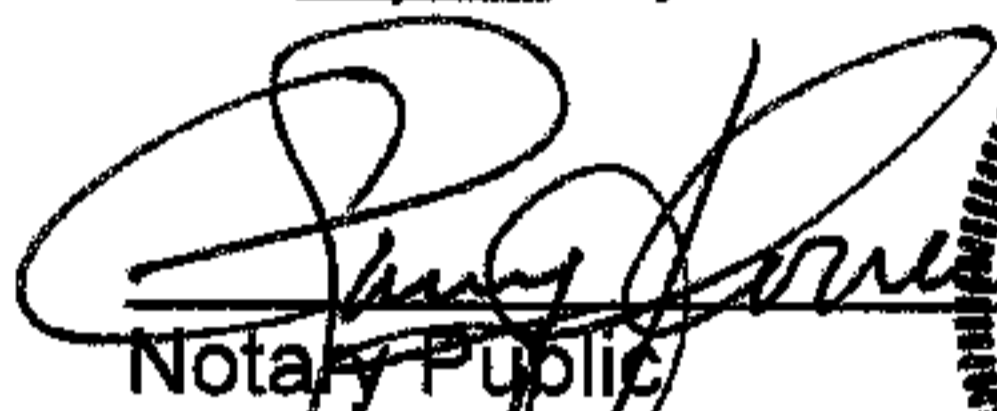
**VERIFICATION**

Kelly Foutch, being first duly sworn, makes oath that the statements made in his foregoing Complaint are true as of his own knowledge and belief and that his Complaint is in sincerity and truth for the causes mentioned in the Complaint, and that he is justly entitled to the relief therein sought.



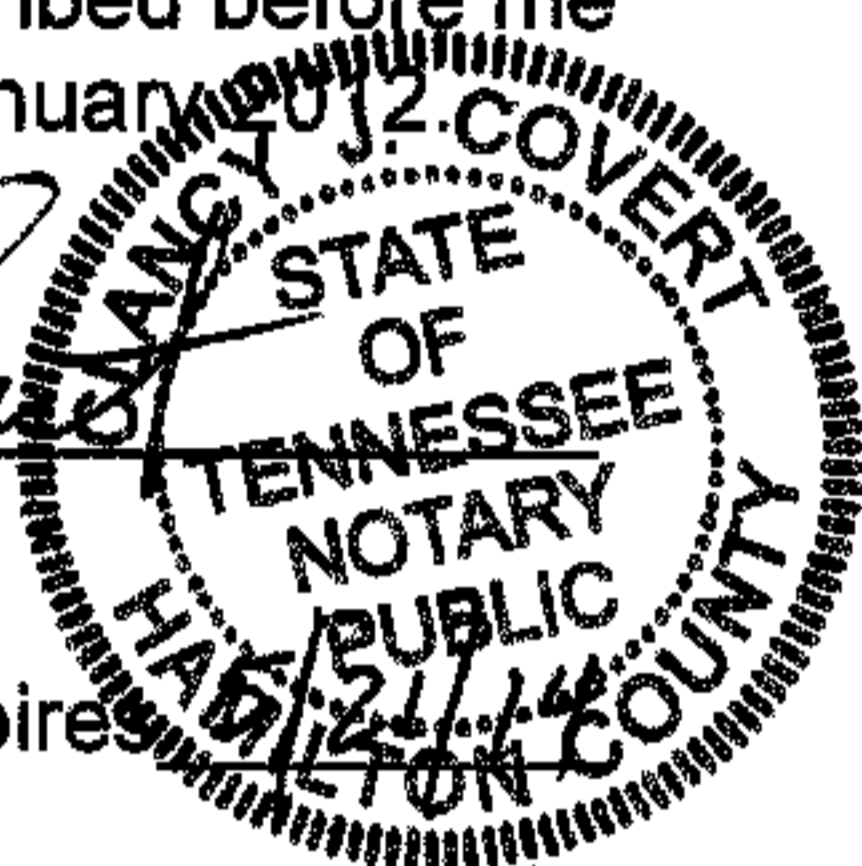
Kelly Foutch

Sworn to and subscribed before me  
This 4<sup>th</sup> day of January, 2012



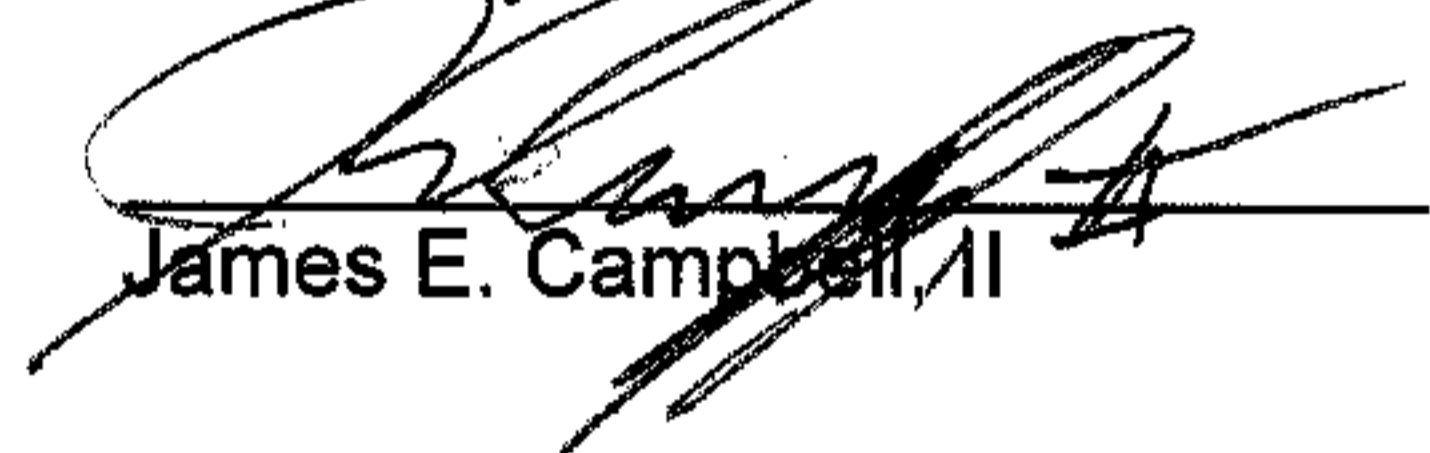
Notary Public

My Commission Expires



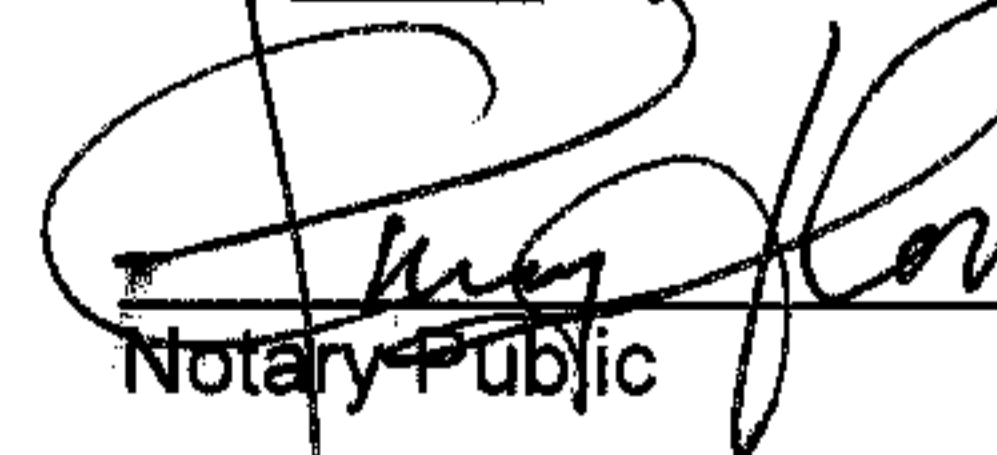
**VERIFICATION**

James E. Campbell II, being first duly sworn, makes oath that the statements made in his foregoing Complaint are true as of his own knowledge and belief and that his Complaint is in sincerity and truth for the causes mentioned in the Complaint, and that he is justly entitled to the relief therein sought.



James E. Campbell, II

Sworn to and subscribed before me  
This 4<sup>th</sup> day of January, 2012



Notary Public

My Commission Expires

