

**IN THE CIRCUIT COURT FOR CAMPBELL COUNTY, TENNESSEE  
AT JACKSBORO**

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RICKY D. FORD, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
JAMES DANIEL "DANNY" ARNOLD, )  
And TENNESSEE FARMERS )  
INSURANCE COMPANIES d/b/a )  
CAMPBELL COUNTY FARM BUREAU, )  
 )  
Defendants. )

CIVIL ACTION  
NO. 14944

3/9 11 3:00 P

*S. Vanover*

**COMPLAINT**

Comes the Plaintiff and would show unto the Court the following:

1. The Plaintiff is and at all times mentioned herein was a citizen and resident of Campbell County, Tennessee. At all times mentioned herein, the Plaintiff was also employed as a patrol sergeant for the City of LaFollette Police Department. At all times mentioned herein, the Plaintiff was a consumer who had acquired services through the Defendant, Tennessee Farmers Insurance Companies d/b/a Campbell County Farm Bureau, which included homeowners insurance on the Plaintiff's home located in Campbell County, Tennessee.

2. That the Defendant, James Daniel "Danny" Arnold, at all times mentioned herein was a citizen and resident of Campbell County, Tennessee and who, at all times mentioned herein, was also employed as an agency manager for Tennessee Farmers Insurance Companies d/b/a Campbell County Farm Bureau with offices at 25W, LaFollette, Tennessee. The Defendant, Tennessee Farmers Insurance Companies, is a domestic corporation for profit with offices located in Maury County, Tennessee. Process may be served on its registered agent, Ed

Lancaster at 147 Bear Creek Pike, Columbia, Tennessee 38401-2266. At all times mentioned herein the Defendant, James Daniel "Danny" Arnold, was acting as an agent, servant, and employee of the Defendant, Tennessee Farmers Insurance Companies d/b/a Campbell County Farm Bureau.

3. This cause of action is being brought for violation of the Tennessee Consumer Protection Act, for intentional violations of public policy, interference with contractual relationships, and/or intentional interference with business relationships.

4. That on or about September 25, 2010, the Plaintiff, while acting as a patrol sergeant for the City of LaFollette Police Department, stopped a vehicle driven by the Defendant, James Daniel "Danny" Arnold, at which time the Defendant, James Daniel "Danny" Arnold, was clocked on radar traveling at a speed of 60 miles per hour in a 40 mile per hour zone in a restricted area on East Central Avenue near the post office in LaFollette, Tennessee. The Defendant, James Daniel "Danny" Arnold, thereafter admitted this violation and thereafter paid a fine for speeding.

5. The Plaintiff would show unto the Court that thereafter, the Defendants, through their agents, servants, and employees, commenced upon a scheme, plan, and device whereby the Defendants, in retaliation for the Defendant, James Daniel "Danny" Arnold, having been given a ticket by the Plaintiff, the Defendants sought to cause economic damages to the Plaintiff by threatening to discontinue his homeowners insurance coverage, amending his homeowners insurance coverage, which he had had for nearly 11 years, and thereafter doubling the Plaintiff's insurance premiums, all for which the Defendants sought to retaliate against the Plaintiff for having performed his public duty functions and to otherwise cause serious economic

consequences to the Plaintiff, Ricky D. Ford. The Plaintiff would show unto the Court that the actions taken by the Defendants, as above described, were in violation of public policy and/or otherwise contrary to the Tennessee Consumer Protection Act as codified at T.C.A. Section 47-18-101, et seq., which was otherwise enacted to protect consumers from those who engage in unfair or deceptive practices or practices in the conduct of any trade or commerce in part or wholly within this state, and otherwise enacted to declare and provide a civil means for maintaining ethical standards of dealings between persons engaged in business and the consuming public to the end that good faith dealings between buyers and sellers at all levels of commerce may be obtained in this state. The Plaintiff would show unto the Court that the Defendants, through their agents, servants, and employees, by threatening to discontinue the Plaintiff's homeowners insurance, by amending the Plaintiff's coverage, and by specifically doubling the Plaintiff's homeowners insurance premiums, took such action as to constitute an intentional interference with the Plaintiff's contractual relationship established between the Plaintiff and the Defendant, Tennessee Farmers Insurance Companies.

6. The Plaintiff would show unto the Court that the Defendant, James Daniel "Danny" Arnold, intentionally and willfully, contrary to the public policy of this state, and in order to retaliate against the Plaintiff, violated the following State statutes, which are incorporated fully herein by reference and will be read at their entirety of this cause, to wit:

T.C.A. §47-18-104(b)(27) – Engaging in any other act or practice, which is deceptive to the consumer or to any other person.

T.C.A. §47-50-109 – Inducement of breach of contract; damages.

7. That as a result of the Defendants' unfair trade actions and intentional interference with the Plaintiff's long-established business relationship, which the Plaintiff, Ricky D. Ford, had with the Defendant, Tennessee Farmers Insurance Companies, the Plaintiff has sustained damages and financial losses. The Plaintiff has also incurred certain costs and additional damages because of the prosecution of this cause of action.

**WHEREFORE**, the Plaintiff demands:

1. That proper process issue and be served upon the Defendants and that the Defendants be required to answer this Complaint within the time required by law, but not under oath, their oaths being waived.

2. That the Plaintiff be awarded such damages as the Court deems proper under the law and evidence not to exceed Seventy-Five Thousand Dollars (\$75,000.00).

3. That the Plaintiff be awarded punitive damages in an amount not to exceed Two Hundred and Twenty-Five Thousand Dollars (\$225,000.00).

4. That a jury determine the issues of this cause.

5. That Plaintiff also have and receive as a part of the judgment, a sum equal to the aggregate amount of the costs and expenses determined by the Court to have been reasonably incurred by the Plaintiff in the prosecution of this action, including but not limited to attorney fees and costs, and such other damages as the Court considers necessary and proper under the law and evidence.

6. That the Plaintiff be awarded such further and general relief to which he may be entitled under the law and evidence.

RICKY D. FORD

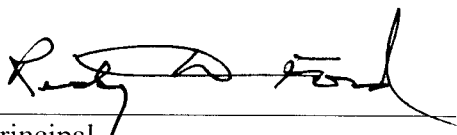
BY: 

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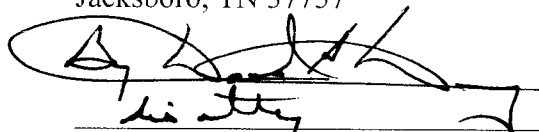
**COST BOND**

We acknowledge ourselves as surety for all costs, taxes and damages in this case in accordance with T.C.A. Section 20-12-120.

RICKY D. FORD

  
Principal

166 Lakeview Lane  
Jacksboro, TN 37757

  
Surety

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