

IN THE CIRCUIT COURT OF WEAKLEY COUNTY,
TENNESSEE FOR THE TWENTY-SEVENTH JUDICIAL
DISTRICT AT DRESDEN

BRYANT RHODES,

Plaintiff,

v.

Case No. 2026CV18
JURY TRIAL DEMANDED

ANDY HOLT,
TENNESSEE FARMERS
MUTUAL INSURANCE
COMPANY d/b/a FARM BUREAU
INSURANCE COMPANY,
WILLIE GERMAN, ERIC
MAYBERRY, and
JOHN DOES 1-10,

FILED
WEAKLEY COUNTY

JUL 15 2026

TIME 11:29am JB
WEAKLEY COUNTY CIRCUIT COURT

Defendant.

COMPLAINT FOR DAMAGES

Plaintiff, Bryant Rhodes ("Plaintiff"), files this Complaint for Damages and would show unto this Court as follows:

PARTIES

1. Plaintiff, Bryant Rhodes ("Rhodes"), is an adult resident citizen of Weakley County, Tennessee, and formerly employed by and/or affiliated with Farm Bureau Tennessee Farmers Mutual Insurance Company d/b/a Farm Bureau Insurance Company.

2. Defendant, Andy Holt ("Holt"), is an adult resident citizen of Weakley County, Tennessee, is the Commissioner for Agriculture for the State of Tennessee, and was formerly a representative of the Tennessee State House of Representatives, who resides at 357 Woodruff Rd, Dresden, TN 38225-2249 and may be served process there or wherever he may be found.

3. Defendant, Tennessee Farmers Mutual Insurance Company d/b/a Farm Bureau Insurance Company ("Farm Bureau"), is a Tennessee corporation with a principal office of 147 Bear Creek Pike, Columbia, TN 38401-2266, and can be served with process on its registered agent Julie Bowling at that address.

4. Defendant, Willie German, is an adult resident citizen of Fayette County, Tennessee, and is a member of the Farm Bureau Board of Directors, who resides at 105 Woodbridge Cove, Sommerville, Tennessee 38068 and may be served process there or wherever he may be found.

5. Defendant, Eric Mayberry, is an adult resident citizen of Humphreys County, Tennessee, and is president of Farm Bureau Board of Directors, who resides at 6365 Forks River Road, Hurricane Mills, Tennessee 37078 and may be served process there or wherever he may be found.

6. John Does 1-10 are Defendants who were involved in the facts below and will be added to this lawsuit upon discovery.

VENUE AND JURISDICTION

7. This Court has personal jurisdiction over each Defendant because all Defendants either reside in Weakley County, Tennessee, do business in Weakley County, Tennessee with regard to the matters that are the subject of this Complaint, or committed torts while in, in part in, or directed at Weakley County, Tennessee.

8. This Court has subject matter jurisdiction over this controversy because the causes of action arose whole or in part in Weakley County, Tennessee.

9. This Court is the proper venue for this case because the dispute concerns matters arising in Weakley County, Tennessee.

FACTUAL BACKGROUND

10. Discovery will reveal the full extent of all what was said and what transpired, but a summarized version of the facts are as follows.

11. Rhodes was hired by Farm Bureau as an independent contractor in August 2005 to be an agent in Dyersburg, Tennessee.

12. Rhodes was promoted to the agency manager of the Weakley County Farm Bureau in April 2011.

13. Rhodes excelled in that role and had the Weakley County branch performing as a top 25 percent branch in the State of Tennessee for multiple years.

14. Rhodes had multiple Contracts with Farm Bureau.

15. Rhodes's Contracts with Farm Bureau required that he be paid commissions for his work with Farm Bureau, specifically ten percent on property insurance policies he writes and renews, and six percent on auto policies he writes and renews.

16. Farm Bureau does not explain or provide information as to how commissions are reconciled or paid as to allow its agents to ascertain how much they should be paid on their commissions.

17. Instead, Farm Bureau guards that information and leaves its agents to guess as to whether they are actually being paid what is contractually owed to them, making it impossible for them to assess if they are actually being paid what is owed.

18. Upon information and belief, and as discovery will reveal, Rhodes has not been paid the full amount owed on commissions for policies he has written or renewed throughout his career, and Farm Bureau has not provided information needed to reconcile his commissions or demonstrate that he has been fully paid for all the policies he has written or renewed. Moreover,

upon information and belief, many, if not all, agents affiliated with Farm Bureau have been repeatedly and continuously underpaid for years.

19. On April 25, 2026, a property auction (the "Auction") was set to take place for a property in Weakley County, at which Holt was working for the auctioneer and not in his capacity as Commissioner of Agriculture.

20. As discovery will reveal and as many witnesses will be ready to testify too, what occurred at this auction, because of Holt's actions, was nothing short of deceitful, unethical, and fraudulent in an attempt to run up the price on the property.

21. It was known going into the Auction that Rhodes was interested in the property and wanted to buy it, as it was across the street from his residence. It was also known that for months, Holt had been putting pressure on Farm Bureau to support Marsha Blackburn in her candidacy for Governor of Tennessee.

22. Leading up to the Auction, Holt had made comments about how much money Rhodes had.

23. At the Auction, it became clear to everyone attending that Holt, and others working with him, were apparently engaging in a coercive, unethical, and fraudulent similar scheme to drive Rhodes's bid up.

24. Holt was coercing another individual into making bids he very clearly did not want to make, while the auctioneer was taking substantial time after Rhodes would bid, which allowed Holt to continue to coerce the other bidder into making bids he clearly did not want to make.

25. When it became clear what was happening, many other individuals attending the Auction, but not Rhodes at this point in time, began to call out the unethical practice that Holt was engaging in.

26. Eventually, Rhodes did ask Holt "is this how we are really going to do this?"

27. Someone working at the auction with Holt came up to Rhodes once it became clear they could no longer coerce the other bidder to engage in their scheme, and outright falsely stated that a third-party had authorized a bid of up to \$10,000.00 an acre.

28. Rhodes knew this third-party and had spoken to him before the Auction and knew this to be false, and that he never authorized such.

29. Rhodes told the worker to make such a bid for him if he knew that to be true, which the worker did not do.

30. After the extensive waiting and coercive bidding, Rhodes, understanding and being informed by others at the Auction that the other bidder clearly did not want to make those bids, won the bidding at \$9,500.00 an acre instead of punishing the other bidder for Holt's misconduct by sticking him with the property.

31. It is not clear to Plaintiff how extensive Holt's scheme was, or who all was involved, but Plaintiff intends to find out such in discovery and amend this Complaint as necessary should discovery reveal evidence of this scheme.

32. After the Auction, Rhodes began walking to his home across the street, and Holt chased Rhodes and confronted him, calling him childish and overall behaved in an inappropriate and embarrassing manner towards Rhodes.

33. Holt then turned around and could tell others at the Auction saw how he behaved towards Rhodes.

34. At this point, Holt, embarrassed and having been called out for his unethical practices, began undertaking a campaign of misrepresenting the facts and seeking to punish Rhodes.

35. Over the following forty-eight hours, Holt began to make phone calls to multiple people, including, upon information and belief, members of the Farm Bureau Board of Directors, and Rhodes' employer, and threw his weight around as Commissioner of Agriculture and outright falsely state what happened at the Auction.

36. Upon information and belief, Holt began telling these individuals that it was Rhodes who was belligerent and acting unethical at the Auction, in an attempt for Holt to save face. This is outright false, as witnesses at the Auction will be able to testify to. Discovery will reveal the full extent of who all Holt reached out to and knowingly spread this lie.

37. Holt, understanding his influence over Farm Bureau as Commissioner of Agriculture, and as a designated spokesperson for the Blackburn Campaign, began to use this false story he created to pressure Farm Bureau into terminating Rhodes, calling the lobbyist for Farm Bureau, Ben Sanders, and making multiple outright false statements about what transpired at the Auction.

38. Upon information and belief, Farm Bureau at this time was already worried about upsetting Holt, as Commissioner of Agriculture, because Farm Bureau, at the time, would not publicly endorse Holt's preferred candidate for the upcoming Republican Primary for the Tennessee Governor Election, Marsha Blackburn, who Holt was also aware that Rhodes did not support in the primary. Holt continued to pressure Farm Bureau to support Marsha Blackburn.

39. On April 27, 2026, employees of Farm Bureau tried to coerce Rhodes into resignation, and then upon the futility of such and out of the interest of appeasing Holt and due to

political pressure from Holt, immediately terminated Rhodes's Contracts with Farm Bureau without sufficient notice or reason.

40. Farm Bureau themselves understanding the reputational hit they may take in admitting they terminated an high-performing employee due to political pressure as a result of a politician's own embarrassment, began, through their representatives, directors, and employees, including but not limited to Defendants Willie German and Eric Mayberry, their own campaign of defaming Rhodes and informing people of outright falsehoods.

41. For example, Defendants Willie German and Eric Mayberry began telling others that Rhodes had suffered multiple reprimands and that was the reason for his firing. Others stated that Rhodes was afforded an opportunity to apologize and could have saved his job with Farm Bureau by doing so, but that he refused to do so, which is false. Rhodes in fact was never afforded any opportunity to apologize or otherwise discuss the matter with Farm Bureau at all.

42. Farm Bureau has never informed Rhodes of any reprimands, and Rhodes is unaware of the existence of any such reprimands, making such a statement obviously false.

43. This outright false statement was made by Farm Bureau, Willie German and Eric Mayberry in concert with Holt, to protect Holt and Farm Bureau's reputation, curry favor with the Commissioner of Agriculture, relieve pressure from him to endorse Marsha Blackburn, and to discredit Rhodes, who they knowingly wronged.

44. At no point did Farm Bureau talk to Rhodes or ask him what the real story was that happened at the Auction, because Farm Bureau was not interested in the truth of the matter. Farm Bureau was only interested in protecting its reputation and currying favor with the Commissioner of Agriculture and the person in charge of drumming up support for Marsha Blackburn in Weakley County.

45. Because of this campaign by Holt, Farm Bureau, and its employees, representatives, and directors, Rhodes has struggled to find other work, as he, one person, is having to combat the coordinated attack on his reputation and the misrepresentations and false statements made about him by Holt, Farm Bureau, and its employees, representatives, and directors, including Willie German and Eric Mayberry.

46. Had Holt not undergone the misinformation campaign against Rhodes, and had Farm Bureau acted reasonably, prudently, and in good faith, and not caved to Holt's political pressure, Farm Bureau would not have terminated its contracts with a highly successful agent.

47. Had Rhodes been provided any opportunity from Farm Bureau to counter the misrepresentations made about him or if Farm Bureau made any attempt to investigate the matter, it would not have terminated its Contracts with him.

48. Rhodes has suffered real damages, including paying an inflated price at auction, lost commissions, lost wages, lost profits, reputational damages, emotional distress, and other damages that will be shown at trial.

**COUNT I – TORTIOUS INTERFERENCE WITH AN CONTRACTUAL/BUSINESS
RELATIONSHIP BY HOLT**

49. Rhodes incorporates and realleges the allegations contained in Paragraph 1-48 above as if set forth fully herein.

50. Rhodes had a valid and existing business relationship with Farm Bureau as an independent contractor.

51. Defendant Holt had knowledge of Rhodes's business relationship and Contracts with Farm Bureau. He set out to ruin him for political and personal gain.

52. Holt intentionally and wrongfully, without any privilege, interfered with Plaintiff's business relationship as retaliation for their personal disagreements at the Auction, and in essence,

Holt used his leverage and political power as Commissioner of Agriculture to get Rhodes fired from his job with Farm Bureau because Holt was embarrassed that it was clear to everyone at the Auction that he was acting unethically and had embarrassed himself.

53. Holt's interference was improper under the circumstances.

54. Holt's actions were the direct and proximate cause of Farm Bureau terminating Rhodes's business relationship with Farm Bureau.

55. Rhodes suffered damages, including but limited to loss of income, loss of commissions, and emotional harm as a result of Holt's intentional and improper interference.

COUNT II – PROCUREMENT OF A BREACH OF CONTRACT BY HOLT

56. Rhodes incorporates and realleges the allegations contained in Paragraph 1-55 above as if set forth fully herein.

57. Rhodes had multiple valid, enforceable contracts with Farm Bureau that provides that the Contracts will only be terminated without cause or justification upon 30-days written notice.

58. Rhodes's Contracts also provide that he is owed certain commissions for his work with Farm Bureau, which have not been fully paid.

59. Holt has full knowledge of Rhodes's Contracts with Farm Bureau.

60. Holt intentionally and maliciously induced Farm Bureau to breach its contracts as described herein below with Rhodes in violation of Tennessee Code Annotated § 47-50-109 and common law.

61. As a result of these breaches, Rhodes has suffered and will suffer certain calculable damages in an amount to be determined at trial, but will include but is not limited to lost wages, profits and, attorneys' fees associated with bringing this action, *see HCTec Partners, LLC v.*

Crawford, 676 S.W.3d 619, 643-47 (Tenn. Ct. App. 2022) (holding that under the independent tort theory a party is entitled to obtain “attorneys’ fees and other litigation expenses as compensatory damages” related to defending its rights under an agreement from the entity that induced a breach of contract of that agreement), which pursuant to Tenn. Code Ann. § 47-50-109, must be trebled.

COUNT III – BREACH OF CONTRACT BY FARM BUREAU

62. Rhodes incorporates and realleges the allegations contained in Paragraph 1-61 above as if set forth fully herein.

63. Rhodes had multiple valid and enforceable Contracts with Farm Bureau, under which it was to pay commissions to Rhodes related to his work for Farm Bureau.

64. Rhodes’s Contracts also provide that they may only terminate him without cause or justification with 30-days written notice from Farm Bureau. Farm Bureau did not provide any reason or cause for his termination to Rhodes.

65. Farm Bureau purported to provide 30-days written notice, by sending Rhodes a letter on April 27, 2026, but in fact terminated him immediately and replaced him within the week, in violation of its Contracts.

66. Had Farm Bureau properly provided sufficient notice and stated the reasons for terminating, Rhodes would have been able to explain the real facts of what happened and remained employed with Farm Bureau, such that this lawsuit never need be filed as things could been explained and a resolution reached.

67. Instead, Farm Bureau chose to immediately terminate Rhodes without any explanation or justification, and then cover their mistake by spreading falsehoods and misrepresentations about Rhodes instead, such as that he had been repeatedly reprimanded.

68. Farm Bureau has failed to pay Rhodes all of his commissions as required by his Contracts.

69. By firing Rhodes without sufficient notice and failing to pay commissions, Farm Bureau has breached its Contracts with Rhodes, and as a result of such Rhodes has suffered actual damages, including but not limited to, lost wages and profits, lost commissions, and other damages as may be shown at trial.

COUNT IV – BREACH OF GOOD FAITH AND FAIR DEALING
AGAINST FARM BUREAU

70. Rhodes incorporates and realleges the allegations contained in Paragraph 1-69 above as if set forth fully herein.

71. Rhodes had multiple valid and enforceable Contracts with Farm Bureau, under which it was to pay commissions to Rhodes related to his work for Farm Bureau.

72. Implicit in every contract in Tennessee is a covenant of good faith and fair dealing.

73. Farm Bureau intentionally hid from Rhodes how it calculates its commissions and refuses to provide any reconciliation information to him, leaving Rhodes to guess at whether he is actually been paid accurate commissions based on the policies he wrote and renewed.

74. Upon information and belief, Farm Bureau has underpaid Rhodes on his commissions in breach of its Contracts with Rhodes.

75. By refusing to pay Rhodes his full commissions and by failing to provide any explanation or information as to reconcile Rhodes outstanding commissions, and in essence, hiding this information, Farm Bureau has breached its duty to carry out its Contracts in good faith.

76. In addition to the foregoing acts and omissions described above, such as failing to pay commissions or properly compensate Rhodes for the work he has done for Farm Bureau, Farm Bureau has breached its duty of good faith and fair dealing including but limited to the following

ways: by caving to political pressure and terminating Rhodes without sufficient notice or cause and failing to stand up for one of its best agents.

77. Under no circumstances can terminating Contracts solely out of the interest of currying political favor and without any cause or justification other than supporting the lies being spread by Holt be anything other than a breach of this duty of good faith and fair dealing.

78. Moreover, Farm Bureau has breached its duties by not providing Rhodes any opportunity to set the record straight.

79. Farm Bureau has further breached its duties by choosing to, after the fact, spread misinformation and lies about Rhodes for the sole purpose of discrediting him.

80. By failing to satisfy its duty of good faith and fair dealing, Farm Bureau has breached its Contracts with Rhodes, and as a result of such Rhodes has suffered actual damages, including but not limited to, lost wages and profits, lost commissions, and other damages as may be shown at trial.

COUNT V – DEFAMATION AGAINST HOLT

81. Rhodes incorporates and realleges the allegations contained in Paragraph 1-80 above as if set forth fully herein.

82. Holt communicated many outright false statements to those at Farm Bureau and others as discovery will reveal, specifically his description of the events that occurred at the Auction, and making intentional factual misrepresentations as to how Rhodes conducted himself at that Auction, how Holt conducted himself at this Auction, and for the purpose of painting Rhodes as acting unethically, when it was actually Holt.

83. Holt had knowledge that such statements were false or acted with reckless disregard as to their truthfulness.

84. Holt did so because he felt embarrassed in how he conducted himself at the Auction, for getting called out for his unethical practices, and in an attempt to protect his own reputation.

85. Holt, as Commissioner of Agriculture, used his political influence to spread these defamatory comments and pressure Farm Bureau to unlawfully terminate its relationship with Rhodes.

86. Had Holt not wielded his political influence and spread such defamatory comments about Rhodes, he would still be with Farm Bureau.

87. Moreover, Holt has continued to spread these defamatory comments throughout Weakley County and the State of Tennessee, such that it is difficult for Rhodes to find new employment.

88. Holt made these comments with actual malice and for the intent of getting Farm Bureau to terminate its business relationship with Rhodes, warranting punitive damages.

89. Thus, as a result of Holt's defamatory comments, Rhodes has suffered damages, including but not limited to, injury to his reputation, lost wages, lost commissions, lost profits, and any other damages that may be shown at trial.

COUNT VI - DEFAMATION AGAINST FARM BUREAU,
WILLIE GERMAN AND ERIC MAYBERRY

90. Rhodes incorporates and realleges the allegations contained in Paragraph 1-89 above as if set forth fully herein.

91. After terminating Rhodes's Contracts with Farm Bureau, Farm Bureau has undertaken a campaign of making defamatory communications and known falsehoods about Rhodes and his employment with Farm Bureau.

92. Farm Bureau has done so through its representatives, directors, and employees, who will be added to this lawsuit upon discovery.

93. For example, representatives, directors, and employees of Farm Bureau have said on Farm Bureau's behalf that Rhodes was reprimanded multiple times and that is the reason his contract was terminated, while knowing that is outright false and that instead Rhodes was terminated because, as some other Farm Bureau employees put it, while trying to pressure Rhodes into resigning, "the Commissioner of Agriculture carries a lot of weight."

94. In addition to trying to reframe the actual facts in a false but better for Farm Bureau light, Farm Bureau also made these comments to make it more difficult for Rhodes to find new employment, such that Farm Bureau made these comments with actual malice, warranting punitive damages.

95. Defendants Willie German and Eric Mayberry repeated and spread these false statements either knowing they were false or with reckless disregard as to whether they were true.

96. As a result of Farm Bureau's actions, Rhodes's reputation has been damaged in an amount to be determined at trial.

**COUNT VII – INTENTIONAL OR RECKLESS INFLICTION OF EMOTIONAL
DISTRESS BY HOLT AND FARM BUREAU**

97. Rhodes incorporates and realleges the allegations contained in Paragraph 1-96 above as if set forth fully herein.

98. The foregoing conduct by Defendants Holt and Farm Bureau is so outrageous it has no place in a civilized society.

99. No civilized society would accept the Commissioner of Agriculture misusing his position to punish those he has personal grievances with and to save himself personal embarrassment for his own actions.

100. The actions of Defendants Holt and Farm Bureau in either trying to get Rhodes terminated or by enabling the Commissioner of Agriculture's misuse of power, constitute outrageous intentional or reckless conduct that would invoke outrage or revulsion.

101. The resulting campaign by Defendants Holt and Farm Bureau to discredit Rhodes and essentially ruined his career and has caused him extreme emotional distress, as was Holt's intent as retaliation.

102. As a result of the intentional or reckless actions of Defendants Holt and Farm Bureau, Rhodes has suffered severe emotional damages, which will be shown at trial.

103. Defendants Holt and Farm Bureau's actions are so outrageous as to warrant punitive damages.

**COUNT VIII – CIVIL CONSPIRACY BY HOLT, FARM BUREAU,
ERIC MAYBERRY, AND WILLIE GERMAN**

104. Rhodes incorporates and realleges the allegations contained in Paragraph 1-103 above as if set forth fully herein.

105. Defendants Holt, Farm Bureau, Eric Mayberry, and Willie German, either explicitly or implicitly, agreed and intentionally conspired to accomplish the unlawful termination, and infliction of emotional distress to Rhodes, either as retaliation for political and personal disagreements or to keep favor with politically relevant parties.

106. Defendants Holt, Farm Bureau, Eric Mayberry, and Willie German, either explicitly or implicitly, agreed and intentionally conspired to defame Rhodes, either as retaliation for political and personal disagreements or to keep favor with politically relevant parties.

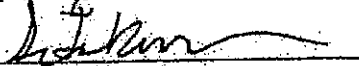
107. As described herein, Defendants Holt, Farm Bureau, Eric Mayberry, and Willie German took overt acts in furtherance of that conspiracy as described herein.

108. As result of these conspiratory actions, Rhodes has suffered actual damages, including but not limited to lost wages, lost profits, lost commissions, damages reputation, infliction of emotional distress, and other damages to be shown at trial.

WHEREFORE, PREMISES CONSIDERED, Rhodes prays that the Court for the following relief:

1. Issue proper process requiring the Defendants to respond to the Complaint within the time allowed by law;
2. A declaration that Defendants have violated state laws, for the reasons outlined above;
3. An award of compensatory and punitive damages as set forth in the Complaint above against all Defendants, jointly and severally
4. Punitive damages;
5. Trial by jury on all issues so triable;
6. Rhodes' reasonable attorneys' fees and costs;
7. Treble damages; and
8. all such other relief, both general and specific, to which this Court may find Rhodes is entitled.

Respectfully submitted,

By: 

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