

**IN THE CIRCUIT COURT FOR RUTHERFORD COUNTY, TENNESSEE
AT MURFREESBORO**

JONATHAN GILBERT)	
)	
Plaintiff,)	
)	Case No.
v.)	
)	JURY DEMAND
DAYLAN LANGFORD)	
)	
Defendant.)	

VERIFIED COMPLAINT

COMES the Plaintiff, Jonathan Gilbert, by and through counsel, G. Kline Preston, IV, and sues Defendant, Daylan Langford, and for cause would state and show as follows:

**I.
THE PARTIES**

1. The Plaintiff, Jonathan Gilbert, operates a car repair business at 50 N. Lowry Street, Smyrna, Tennessee, 37167 which is called *Jon's Auto Service*.
2. The Defendant, Daylan Langford ("Langford"), is a resident of Smyrna with a home address of 400 Mitchell Avenue, Smyrna, Tennessee 37167.

**II.
VENUE AND JURISDICTION**

3. The Plaintiff avers that venue is proper in this Court because all acts complained of herein occurred or accrued in Smyrna, Tennessee.
4. The Plaintiff avers that this Court has both subject matter jurisdiction and *in personam* jurisdiction over this matter.

III.
THE FACTS

5. The Plaintiff avers that beginning June 30, 2023 Defendant, Langford, has been marching and screaming in front of his business in his right-of-way at 50 N. Lowry Street, Smyrna, Tennessee 37167 dressed in a rooster costume and holding a sign which reads “Jon the Con” and “Warning- Worst Auto Repair Shop in Town. SOS.”
6. The Plaintiff further avers that Defendant, Langford, has marched in front of his business yelling at customers and potential customers stating such things as “no don’t go” and “con” period.
7. The Plaintiff avers that Defendant, Langford, was an unreasonable customer of the Plaintiff and he has vowed to destroy his business while making false claims and statements about the Plaintiff. The Plaintiff avers that Defendant, Langford, yells at his customers while making false statements while knowing that the statements are false when made. He continues to act maliciously and the Plaintiff is being harmed by his unlawful actions.
8. The Plaintiff avers that Defendant, Langford, has intentionally interfered with current and potential customers with the intent to damage the Plaintiff and his business.
9. The Plaintiff avers that Defendant, Langford, has intentionally acted with malice in relation to the Plaintiff with the express intent to harm his business.
10. The Plaintiff avers that he is suffering immediate and irreparable harm to his business as a direct and proximate result which cannot be remedied in money damages alone.

IV.
FIRST CAUSE OF ACTION
LIBEL, SLANDER AND FALSE LIGHT DEFAMATION

11. The Plaintiff relies upon the factual averments in numbered paragraphs 1-10 in support of the following cause of action.
12. The Plaintiff avers that Defendant, Langford, is yelling intentionally false statements about the Plaintiff knowing that the statements were false when made.
13. The Defendant has acted maliciously with a present intent to harm the Plaintiff.
14. The Plaintiff avers that Defendant, Langford, has made and continues to make false statements about the Plaintiff while standing in front of the Plaintiff's business while dressed in a rooster costume. These actions constitute both *libel* and slander. The false statements by Defendant also place Plaintiff in a false light. He is an honest mechanic and he does exceptionally good work. It is false and malicious for Defendant, Langford, to defame him as he is doing.

V.
SECOND CAUSE OF ACTION
PROCUREMENT OF BREACH OF CONTRACT
IN VIOLATION OF TENN. CODE ANN. § 47-50-109

15. The Plaintiff relies upon the factual averments as heretofore pled in this matter.
16. The Plaintiff avers that Defendant, Langford, has induced and persuaded customers of Plaintiff to refuse to perform lawful contracts with Plaintiff.
17. The Plaintiff avers that he has customers with whom he has contracts to perform repair work on their vehicles who have failed to proceed with their agreements after Plaintiff has purchased the replacement parts for their respective vehicles.
18. The Plaintiff avers that he has sustained financial damages and that he continues to do so.

19. The Plaintiff avers that he will suffer immediate and irreparable harm to his business if Defendant is not enjoined from continuing to interfere in his business which cannot be remedied by damages alone in particular because Defendant, Langford, is not capable of remunerating Plaintiff for the damages he is causing.

VI.
THIRD CAUSE OF ACTION
INTENTIONAL INTERFERENCE
WITH BUSINESS RELATIONSHIPS

20. The Plaintiff relies upon the factual averments heretofore pled in this matter.
21. The Plaintiff avers that business relationships exist between third parties or prospective relationships exist with third parties who need car repairs and Defendant, Langford, knows of these relationships and he is harassing Plaintiff's customers and potential customers who are on Plaintiff's premises by yelling at them and defaming the Plaintiff with the express intent to cause the breach or termination of the business relationships by unlawful and improper means which has resulted in Plaintiff sustaining significant damages.

THE PLAINTIFF SEEKS THE FOLLOWING RELIEF:

1. That Defendant, Langford, be served and be required to timely answer;
2. That the Defendant be enjoined from interfering with his business and making such false statements;
3. That Plaintiff be awarded compensatory damages in an amount in excess of \$100,000;
4. That Plaintiff be awarded treble damages and attorney's fees pursuant to Tenn. Code Ann. § 47-50-709;
5. That Plaintiff be awarded punitive damages in an amount in excess of \$100,000;
6. That Plaintiff be awarded such other, further relief to which he may be entitled.

**THIS IS THE FIRST APPLICATION FOR EXTRAORDINARY RELIEF IN THIS
MATTER.**

Respectfully submitted,

KLINE PRESTON LAW GROUP

/s/ G. Kline Preston, IV, Esq.

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Attorney for Plaintiff

I hereby declare under penalty of perjury that the foregoing statements of fact are true and correct.

DocuSigned by:

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Jonathan Gilbert

7/10/2023

Date