

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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FAWN WEAVER,
KEITH WEAVER,
GRANT SIDNEY, INC.

Plaintiffs,

-against-

Index No. _____

FARM CREDIT MID-AMERICA, PCA,

SUMMONS

Defendant.

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To the above-named Defendant:

You are hereby summoned to answer the Verified Complaint in this action and to serve a copy of your Answer, or, if the complaint is not served with this Summons, to serve a Notice of Appearance, on the plaintiff’s attorney within twenty (20) days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is New York County based on events giving rise to claims.

Dated: March 13, 2026
New York, New York

**CHEHARDY, SHERMAN, WILLIAMS, RECILE &
HAYES, LLP**

/s/James M. Williams

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Plaintiffs,

Index No. _____

-against-

VERIFIED COMPLAINT

FARM CREDIT MID-AMERICA, PCA,

Defendant,

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Plaintiffs Fawn Weaver, Keith Weaver, Grant Sidney, Inc., (collectively “Plaintiffs”),
through the undersigned counsel, individually, hereby alleges as follows:

NATURE OF THE ACTION

This action arises from false and malicious public statements and related conduct by Farm Credit Mid-America, PCA (“Defendant”) that (a) falsely accused Plaintiffs of fraud, misappropriation, and missing collateral; (b) intentionally and negligently interfered with Plaintiffs’ business relationships; and (c) negligently administered a credit facility in a manner that caused foreseeable reputational and economic harm to Plaintiffs. Plaintiffs seek compensatory, consequential, and punitive damages, injunctive relief, and other relief the Court deems just and proper.

PARTIES

- 2. Plaintiff Fawn Evette Weaver is an individual and resident of Tennessee.
- 3. Plaintiff Keith Edward Weaver is an individual and resident of Tennessee.

4. Plaintiff Grant Sidney, Inc. is a California corporation with principal place of business in Georgia.
5. Defendant Farm Credit Mid-America, PCA is a federally chartered agricultural credit association with principal place of business in Kentucky and transacts business in New York.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over the claims asserted herein under the laws of the State of New York pursuant to CPLR §503 because a substantial part of the events or omissions giving rise to the claims occurred in this County. *See* NY CLS Const Art VI, § 7.
7. This Court has personal jurisdiction over Defendant because Defendant transacted business in New York, directed communications and publications into New York, and caused reputational and economic injury in New York. Plaintiffs' claims arise from acts committed in New York and/or causing injury in New York, and Defendant transacted business and engaged in tortious conduct in New York, including communications and business relationships centered in New York. *See* NY CLS CPLR § 302, CPLR § 302(a)(1) and CPLR 302(a)(3).

VENUE

8. Venue is proper in New York County pursuant to CPLR §503(a) because a substantial part of the events giving rise to these claims occurred in New York County and Defendant transacted business in New York County.

FACTUAL ALLEGATIONS

Overview and business background

9. Plaintiffs are founders and principal executives associated with **Uncle Nearest**, a nationally distributed whiskey brand. Grant Sidney, Inc. is the largest shareholder in Uncle Nearest and serves as a holding/disbursing entity for certain corporate transactions. The founders' reputations were central to the company's goodwill, investor relationships, and distribution agreements.

Loan relationship and administration

10. Defendant initially became the primary lender to the Uncle Nearest enterprise under a revolving credit facility, which is inclusive of the real estate loan for Nearest Green Distillery.
11. During the relevant period, the company's CFO served as the primary point of contact with Defendant for financial reporting and draw requests. Defendant repeatedly approved substantial draws based on representations from the CFO without independently confirming authorization with the CEO.
12. Subsequent internal investigation revealed significant misconduct by the CFO, including misreporting and irregular accounting entries. After the investigation, the CFO was dismissed from their position.

Allegations circulated by Defendant

13. After the CFO's misconduct was discovered, Defendant publicly and to third parties circulated serious allegations concerning Plaintiffs and related entities, including but not limited to: (a) that approximately \$20,000,000 had been improperly commingled through transfers involving Grant Sidney; (b) that roughly \$21,000,000 in whiskey

barrels were missing; and (c) that loan proceeds were misused to acquire a residence on Martha's Vineyard.

14. Defendant disseminated these allegations in filings, communications to financial counterparties, and to the media and industry participants. The allegations were republished by third parties and widely circulated within the financial and spirits industries.

Falsity and knowledge/recklessness

15. The alleged \$20,000,000 transfers from Grant Sidney to Uncle Nearest were properly documented and corresponded to payments for the benefit of Uncle Nearest; bank records and intercompany agreements demonstrate legitimate purpose and documentation. Grant Sidney received no benefit from this \$20,000,000, and it solely went to the benefit of Uncle Nearest, including interest earned.
16. Inventory reconciliation and warehouse records show the whiskey barrels alleged to be missing always remained in their designated storage locations. Defendant had access to these records prior to or contemporaneous with its publications and therefore had actual knowledge that no barrels were misplaced.
17. Defendant was aware of details about Martha's Vineyard property, including its ownership, purpose, and visits by their representatives. Defendant's public claim that the property was secretly bought using loan funds is untrue.
18. Defendant either knew the allegations were false or acted with reckless disregard for their truth, as evidenced by (a) Defendant's prior access to company records; (b) Defendant's communications with company personnel and advisors; and (c) the sequence of shifting allegations that were contradicted by documentary evidence.

Harm and damages

19. As a direct and proximate result of Defendant's publications and related conduct, Plaintiffs suffered immediate and ongoing reputational injury, loss of investor confidence, withdrawal of financing discussions, disruption of distribution relationships, and quantifiable economic losses to the value of their equity and expected revenues.
20. The Receivership and Defendant's conduct also caused operational constraints that materially impaired the company's ability to execute marketing and sales strategies, resulting in measurable sales declines during key selling periods.

FIRST CAUSE OF ACTION- DEFAMATION\DEFAMATION PER SE **(Libel and Slander)**

21. Plaintiffs repeat and reallege paragraphs 1–20.
22. Defendant published false statements of fact concerning Plaintiffs to third parties. For each statement, Plaintiff can identify the date, medium, speaker, recipient, and exhibit supporting falsity.
23. The statements were false and the Defendant operated with professional incompetence and business misconduct.
24. Defendant also acted with fault amounting to at least negligence and, as to Plaintiffs' public-figure status, with actual malice (knowledge of falsity or reckless disregard for the truth), as shown by Defendant's access to contradictory records and the pattern of shifting allegations.
25. Plaintiffs suffered special damages (identify with particularity: lost contracts, withdrawn investments, decreased valuation).

26. Defendant's publications were a direct and proximate cause of Plaintiffs' damages.

COUNT TWO- TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS

31. Plaintiffs repeat and reallege paragraphs 1–30.

32. Plaintiffs had valid and prospective business relationships with investors, distributors, and partners.

33. Defendant employed wrongful means including defamation and dissemination of knowingly false statements that tortiously interfered with Plaintiffs' business.

34. As a direct result, Plaintiffs lost specific business opportunities and suffered damages.

COUNT THREE TRADE LIBEL/BUSINESS DISPARAGEMENT

35. Plaintiffs repeat and reallege paragraphs 1–34.

36. Defendant published false statements concerning the quality, condition, and ownership of Plaintiffs' business assets (including alleged missing barrels and misapplied loan proceeds).

37. The publications were made with malice or reckless disregard and caused special damages to Plaintiffs' business reputation and economic interests, including the loss of investors, the termination of negotiations with prospective investors, and a resulting loss of millions in anticipated financing.

COUNT FOUR NEGLIGENT MISREPRESENTATION

38. Plaintiffs repeat and reallege paragraphs 1-37.

39. Defendant owed a duty to exercise reasonable care in administering the credit facility, verifying draw requests and to operate truthfully and did not.

40. Defendant breached that duty by approving draws without independent verification of authorized signatories, failing to follow standard verification practices, and failing to investigate red flags in a timely manner.

41. Defendant's negligent breach proximately caused harm to Plaintiffs.

42. Plaintiffs relied on these certain actions and suffered losses, including reputational injury and economic loss.

COUNT FIVE AIDING
AND
ABETTING BREACH OF FIDUCIARY DUTY

43. Plaintiffs repeat and reallege paragraphs 1–42.

44. Plaintiffs staff often dealt with executives of Defendant and Defendant provided substantial assistance in the administration of the credit facility.

45. Defendant owed a fiduciary duty to Plaintiffs exercise in administering the credit facility, verifying draw requests and to operate truthfully and did not.

46. Defendant breached this duty by approving draws without independent verification of authorized signatories, failing to follow standard verification practices, and failing to investigate red flags in a timely manner.

47. Defendant's breach of its fiduciary duty proximately caused harm to Plaintiffs.

Plaintiffs relied on these certain actions and suffered losses, including reputational injury and economic loss.

PRAYER FOR RELIEF

Plaintiffs request that the Court enter judgment against Defendant as follows:

- a. Compensatory damages for economic losses, reputational harm, and lost business opportunities in an amount to be proven at trial.
- b. Special damages for quantifiable lost contracts, withdrawn investments, and decreased enterprise value.
- c. Consequential damages for professional fees, advisory expenses, and mitigation costs.
- d. Emotional distress damages for personal injury to Plaintiffs' reputations and well-being.
- e. Punitive damages for malice, reckless conduct, and breach of the fiduciary duty.
- f. Equitable relief, including a permanent injunction prohibiting further dissemination of the false statements and an order requiring retraction or correction where appropriate.
- g. Attorneys' fees and costs, pre- and post-judgment interest, and such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable.

[SIGNATURES BELOW]

Dated: March 13, 2026,
New York, New York

/s/James L. Walker, Jr.

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Attorney for Plaintiffs

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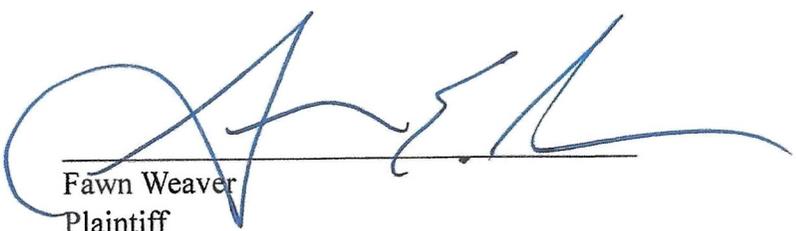
Defendant.

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VERIFICATION

I, Fawn Weaver, being duly sworn, depose and say:

I am the Plaintiff in the within action. I have read the foregoing Verified Complaint and know the contents thereof. The same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters, I believe them to be true.



Fawn Weaver
Plaintiff

Sworn to before me
this 13 day of March, 2026.



Notary Public

