

IN THE CIRCUIT COURT OF GREENBRIER COUNTY, WEST VIRGINIA

STATE OF WEST VIRGINIA *ex rel.*
PATRICK MORRISEY, Attorney General,

Plaintiff,

v.

CIVIL ACTION NO. _____
JUDGE _____

DUTT & WAGNER OF VIRGINIA,
INCORPORATED, a Virginia corporation,

Defendant.

**COMPLAINT AND PETITION FOR
PRELIMINARY AND PERMANENT INJUNCTION**

This action is brought pursuant to the West Virginia Consumer Credit and Protection Act, West Virginia Code §§ 46A-1-101 *et seq.* (hereinafter “WVCCPA”). Plaintiff, the State of West Virginia *ex rel.* Patrick Morrissey, Attorney General (hereinafter “the State”) has reason to believe the above-named Defendant, Dutt & Wagner of Virginia, Incorporated, a Virginia corporation, has violated the WVCCPA. The State brings this action to enjoin and restrain the Defendant from engaging in unfair or deceptive acts or practices in regard to the unfair pricing of eggs during a declared state of preparedness and state of emergency. The State seeks preliminary and permanent injunctive relief and other equitable relief including, but not limited to, disgorgement, restitution for consumers who were harmed by the Defendant’s business practices, court costs, investigative costs, attorney fees, and civil penalties of \$5,000.00 for each violation of the WVCCPA.

I. PARTIES

The Plaintiff

1. The Plaintiff, the State of West Virginia, brings this action by and through Patrick Morrissey, Attorney General for the State of West Virginia. The Attorney General is authorized to bring this action pursuant to W. Va. Code §§ 46A-7-108, -110, and -111 and § 46A-6J-1, *et seq.*

The Defendant

2. Dutt & Wagner of Virginia, Incorporated (“Dutt & Wagner”) is a wholesale distributor of eggs, dairy, and other food products located at 1142 West Main Street, Abingdon, Virginia.

3. Dutt & Wagner also owns Green Valley Poultry Farms, Incorporated, a Virginia corporation, that is the largest producer of shell eggs in Virginia, producing 19.5 million shell eggs per year. Green Valley Poultry Farms is also located in Abingdon, Virginia.

II. JURISDICTION AND VENUE

4. This Court has jurisdiction to hear this matter pursuant to Article VIII, Section 6 of the West Virginia Constitution, W. Va. Code § 51-2-2, and W. Va. Code § 53-5-3.

5. Venue is proper in this Court pursuant to W. Va. Code § 46A-7-114 and W. Va. Code § 56-1-1(a)(2).

III. BACKGROUND AND APPLICABLE LAW

6. On March 4, 2020, the Governor of West Virginia, Jim Justice, declared a statewide state of preparedness in West Virginia due to the Coronavirus. This declaration included the following language: “Finally, I hereby ORDER that it is unlawful for any person, business, or other entity to sell any food items, essential consumer items, and emergency supplies in a manner that violates the provisions of section three, article six J, chapter forty-six A of the Code of West Virginia.” See Exhibit 1. This declaration activated the provisions contained in W. Va. Code § 46A-6J-1, *et seq.* (“the Price Gouging Statute”).

7. On March 16, 2020, Governor Justice declared a statewide state of emergency in West Virginia. This declaration included the following language: “Further, I hereby ORDER that it is unlawful for any person, business, or other entity to sell any food items . . . in a manner that violates the provisions of section three, article six J, chapter forty-six A of the Code of West Virginia.” See Exhibit 2.

8. The Price Gouging Statute provides, in pertinent part, that:

it is unlawful for any person, contractor, business, or other entity to sell or offer to sell to any person in the area subject to the declaration any consumer food items . . . for a price greater than ten percent above the price charged by that person for those goods . . . on the tenth day immediately preceding the declaration of emergency state of preparedness, unless the increase in price is directly attributable to additional costs imposed on the seller by the supplier of the goods or directly attributable to additional costs for labor or materials used to provide the services: Provided, That in those situations where the increase in price is attributable to additional costs imposed by the seller's supplier or additional costs of providing the good or service during the state of emergency or state of preparedness, the price is no greater than ten percent above the total of the cost to the seller plus the markup customarily applied by the seller for that good or service in the usual course of business on the tenth day immediately preceding the declaration[.]

W. Va. Code § 46A-6J-3(a), emphasis added.

9. “State of preparedness” is defined to mean “the situation existing before a disaster or large-scale threat in which a state of preparedness has been declared by the Governor or by the Legislature pursuant to the provisions of section six, article five, chapter fifteen of this code.” W. Va. Code § 46A-6J-2(l).

10. “State of emergency” is defined to mean “the situation existing during or after the occurrence of a disaster or large-scale threat in which a state of emergency has been declared by the Governor or by the Legislature pursuant to the provisions of section six, article five, chapter fifteen of this code or in which a major disaster declaration or emergency declaration has been issued by the president of the United States pursuant to the provisions of 42 U.S.C. § 5122.” W. Va. Code § 46A-6J-2(k).

11. Pursuant to the Price Gouging Statute, it is unlawful for a person, business, or other entity to sell or offer to sell to any person any consumer food item “for a price greater than ten percent above the price charged by that person for those goods” on the 10th day immediately preceding the date the Governor declared a state of preparedness. W. Va. Code § 46A-6J-3(a).

12. The General Definitions for the Consumer Credit Protection Act states “In addition to definitions appearing in subsequent articles, in this chapter: “Person” or “party” includes a natural person or an individual, and an organization.” W. Va. Code § 46A-1-102(31).

13. The prohibition against price gouging continues ”for the existence of the state of emergency or state of preparedness or for thirty days following the declaration, whichever period is longer.” W.Va. Code § 46A-6J-3.

14. As of the date of the filing of this action, the Governor’s declared state of emergency continues

15. The 10th day immediately preceding the Governor’s declared state of preparedness was February 24, 2020.

IV. FACTS

16. Dutt & Wagner owns Green Valley Poultry Farms, which produces the eggs that Dutt & Wagner sells to retail grocers.

17. Dutt & Wagner supplies Green Valley Poultry Farms eggs to 34 retail stores in West Virginia. See Exhibit 3.

18. Between February 24, 2020 and March 30, 2020, Dutt & Wagner charged the following prices for eggs it distributed to West Virginia grocers:

Date	1 Dozen Jumbo	1 Dozen Extra-Large	1 Dozen Large	1 Dozen Medium	2-Pack Half Dozen Small	1 Dozen Cage-Free Brown	1 Dozen Brown Large	1.5 Dozen Large	2-Pack Half Dozen Large	1 Dozen Jumbo Brown
2/24/2020	\$1.14	\$1.05	\$1.03	\$0.79	\$0.64	\$1.83	\$1.09	\$1.04	\$1.12	\$1.34
3/2/2020	\$1.14	\$1.05	\$1.03	\$0.79	\$0.64	\$1.83	\$1.09	\$1.04	\$1.12	\$1.34
3/9/2020	\$1.18	\$1.12	\$1.04	\$0.89	\$1.60	\$1.83	\$0.99	\$1.04	\$1.14	\$1.35
3/16/2020	\$1.52	\$1.46	\$1.38	\$1.18	\$0.64	\$1.83	\$1.22	\$1.38	\$1.48	\$2.29
3/23/2020	\$2.15	\$2.09	\$2.01	\$1.63	\$0.88	\$1.83	\$1.66	\$2.02	\$2.10	\$2.32
3/30/2020	\$3.05	\$2.99	\$2.91	\$2.35	\$1.46	\$1.83	\$2.56	\$2.92	\$3.00	\$3.22

See Dutt & Wagner price sheets, attached hereto and incorporated by reference as Exhibit 4.

19. This represents a price increase for Green Valley Farms Jumbo eggs of 267.54% from February 24, 2020 through March 30, 2020.

20. This represents a price increase for Green Valley Farms Extra Large eggs of 284.76% from February 24, 2020 through March 30, 2020.

21. This represents a price increase for Green Valley Farms Large eggs of 282.52% from February 24, 2020 through March 30, 2020.

22. This represents a price increase for Green Valley Farms Medium eggs of 297.46% from February 24, 2020 through March 30, 2020.

23. This represents a price increase for Green Valley Farms 2-Pack of 0.5 Dozen small eggs of 228.12% from February 24, 2020 through March 30, 2020.

24. This represents a price increase for Green Valley Farms Large Brown eggs of 234.86% from February 24, 2020 through March 30, 2020.

25. This represents a price increase for Green Valley Farms 1.5 Dozen packages of large eggs of 281.73% from February 24, 2020 through March 30, 2020.

26. This represents a price increase for Green Valley Farms for two 0.5 pack of large eggs of 267.85% from February 24, 2020 through March 30, 2020.

27. This represents a price increase for Green Valley Farms Jumbo Brown eggs of 240.29% from February 24, 2020 through March 30, 2020.

28. Dutt & Wagner did not raise prices for the more expensive cage-free eggs during the state of emergency.

29. From March 4, 2020 through at least April 4, 2020, Defendant sold shell eggs at the above-referenced prices to retail grocery stores in West Virginia.

30. These inflated prices were charged to retail sellers, distributors, and to end-use consumers at 34 locations in West Virginia, including A.F. Wendling's, Inc.; Barboza Produce; Bigley Avenue Piggly Wiggly; Blue Ridge Bee Company; Buzz Products; Corey Brothers; Cornerstone IGA; Crooks Produce; Davis Stuart; FasCheck in Campbell's Creek; FCI MacDowell; four Food Lion locations in Beckley, White Sulphur Springs, Summersville, and Sophia, WV; Gary's Market; Grant's Green Valley; Grant's Princeton; Grant's Glenwood; Grant's Bluewell; Grant's Oak Hill; Grant's Smithers; Grant's Supermarket in Bluefield, WV; Grant's War;; H.T. Hackney, Milton, WV; Jackson's Meat Shop; Risk Supermarket; Sledd Company; SS Logan; The Butcher Block; Tony's Quality Meats; and Tri-County Produce. These locations include, but may not be limited to, Cabell, Fayette, Greenbrier, Kanawha, Mason, McDowell, Mercer, Nicholas, Ohio, Raleigh, and Upshur Counties.

31. This inflated price constituted an increase of more than 200% over prices charged prior to the Governor's declaration of a state of preparedness.

32. The Defendant continued to charge consumers the inflated prices through at least April 4, 2020.

33. Dutt & Wagner increased its prices for eggs more than the 10% allowable increase in price after a declaration of a state of preparedness or state of emergency.

34. There was not a shortage of eggs that caused the price increase. The USDA March 23, 2020 “Agriculture Counts” report states:

United States egg production totaled 8.94 billion during February 2020, up 3 percent from last year. Production included 7.79 billion table eggs, and 1.15 billion hatching eggs, of which 1.07 billion were broiler-type and 81.3 million were egg type. The average number of layers during February 2020 totaled 397 million, down 2 percent from last year. February egg production per 100 layers was 2,254 eggs, up 5 percent from February 2019”¹

35. Dutt & Wagner has not indicated that any part of the increase in price was attributable to additional costs of providing the good or service during the state of emergency or state of preparedness.

36. Dutt & Wagner claims it follows the Urner Barry “market pricing” for eggs.

37. Urner Barry is not a market, but an organization that reports on trends in prices. Urner-Barry sells subscriptions to its reports through which it shares information with distributors, wholesalers and retail sellers. *See Urner-Barry Data Submitter Policy*, <https://bit.ly/3gi8vlz>.

38. Per Urner Barry’s website, it is a reporting service, described as:

Urner Barry is a business publisher specializing in the timely, accurate and unbiased reporting of market news and quotations to clients in the poultry, egg, meat, seafood and related segments of the food industry through a variety of print and non-print media.²

¹ “Agriculture Counts” “Chickens and Eggs” released March 23, 2020, by the National Agricultural Statistics Service (NASS), Agricultural Statistics Board, United States Department of Agriculture (USDA).

² <https://www.urnerbarry.com/Who-We-Are> “Our Story”

39. Use of the Urner Barry reported price for the sale price of eggs is not an exception to the limitations imposed by the Price Gouging Statute.

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Unfair Price Practices, W. Va. Code § 46A-6J-3)

40. The State restates and reasserts the allegations contained in paragraphs 1 through 39 as if each were set forth herein in their entirety.

41. Pursuant to W. Va. Code § 46A-6J-3, during a declared state of preparedness or state of emergency, it is unlawful for an entity to sell consumer goods, consumer food items, essential consumer items, or emergency supplies for a price greater than ten percent (10%) above the price charged by that person for those goods or services on the tenth day immediately preceding the declaration of emergency, in this instance February 24, 2020.

42. By selling eggs at a price more than 10% greater than the non-declared state of emergency price on February 24, 2020, Defendant engaged in price gouging and unfair price practices in violation of W.Va. Code § 46A-6J-3

SECOND CAUSE OF ACTION

(Violation of WVCCPA)

43. The State restates and reasserts the allegations contained in paragraphs 1 through 39 as if each were set forth herein in their entirety.

44. Pursuant to W.Va. Code § 46A-6J-5, a violation of W.Va. Code § 46A-6J-3, constitutes an "unfair or deceptive act or practice."

45. Defendant's conduct constitutes an unfair or deceptive act or practice and violates W. Va. Code § 46A-6-104.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff State of West Virginia ex rel. Attorney General Patrick Morrisey hereby prays for the following:

Preliminary Injunctive Relief

1. Pursuant to the West Virginia Consumer Credit and Protection Act, including notably W.Va. Code § 46A-7- 108 through -110, the State seeks to enjoin the Defendant from any current violations as well as prohibit similar conduct in the future.

2. Upon information and belief, the Defendants continued to engage in its unlawful conduct at least until April 4, 2020.

3. In light of the ongoing nature of the egg pricing issues as well as the continuing need and use of eggs, the State seeks the following temporary relief:

a. That this Court conduct a hearing on this matter as soon as possible pursuant to W. Va. Code § 46A-7-110; and

b. That this Court grant an immediate preliminary injunction prohibiting Defendant Dutt & Wagner from selling or attempting to sell any consumer goods, consumer food items,

essential consumer items, or emergency supplies for a price greater than ten percent (10%) above the price charged by it for those goods or services on the tenth day immediately preceding the declaration of a state of preparedness or a state of emergency, February 24, 2020, and that the preliminary injunction continue through the date of the lifting of the state of emergency.

c. That this Court grant an immediate preliminary injunction prohibiting the Defendant from engaging in unfair or deceptive acts or practices, including those prohibited by W. Va. Code § 46A-6J-1, *et seq.*

Permanent Injunctive Relief

4. The State seeks the following permanent injunctive relief:

a. That this Court enter an order permanently enjoining and restraining the Defendant from selling or attempting to sell any consumer goods, consumer food items, essential consumer items, or emergency supplies for a price greater than ten percent (10%) above the price charged by it for those goods or services on the tenth day immediately preceding the declaration of a state of preparedness or state of emergency through the end of the state of preparedness or state of emergency.

b. That this Court enter an Order permanently enjoining and restraining the Defendant Dutt & Wagner from engaging in unfair or deceptive acts or practices in violation of W. Va. Code §§ 46A-6-101 and -104 in general and, specifically, from engaging in unfair or deceptive acts or practices in violation of § 46A-6J-3, including specifically a prohibition from price gouging.

5. The State further prays this Court make the following findings and enter judgment against the Defendant;

a. that the Defendant increased the price of eggs following the declaration of the State of Preparedness and subsequent State of Emergency by more than ten percent of the price charged on February 24, 2020; and continued that price increase during the continued State of Preparedness and State of Emergency;

b. That the Defendant's actions violated and continued to violate the Price Gouging law;

c. That the Defendant disgorge all monies it charged or collected in payment for eggs above the price authorized by W. Va. Code § 46A-6J-3 from March 4, 2020 through the end of the declared state of emergency or modification of the applicability of the price gouging statute, as may be applicable;

d. That the Defendant provide restitution to West Virginia consumers who paid for eggs priced above the price authorized by W.Va. Code § 46A-6J-3 from March 4, 2020 through the end of the declared state of emergency or modification of the applicability of the price gouging statute, as may be applicable;

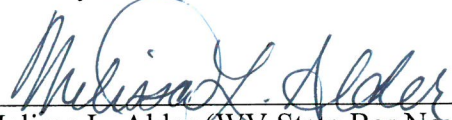
e. That Defendant pay a civil penalty in the amount of Five Thousand Dollars (\$5,000.00) for each and every violation, including each repeated violation, from March 4, 2020 through the end of the declared state of emergency or modification of the applicability of the price gouging statute, as may be applicable, as provided in W. Va. Code § 46A-7-111(2);

f. That Defendant be ordered to pay attorneys' fees, court costs, investigation costs, and all other costs associated with the investigation and prosecution of this action; and

- g. Grant such other and further relief as the Court deems just and appropriate.

Respectfully Submitted,

STATE OF WEST VIRGINIA, ex rel.
PATRICK MORRISEY,
Attorney General

A handwritten signature in blue ink that reads "Melissa L. Alder". The signature is written in a cursive style and is positioned above a horizontal line.

Melissa L. Alder (WV State Bar No. 9989)

Assistant Attorney General

James R. Leslie (WV State Bar No. 6341)

Deputy Attorney General

Consumer Protection/Antitrust Division

Office of the West Virginia Attorney General

Post Office Box 1789

Charleston, WV 25326-1789

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Facsimile: 304-558-0184

STATE OF WEST VIRGINIA
EXECUTIVE DEPARTMENT

At Charleston

A PROCLAMATION

By the Governor

WHEREAS, beginning on the Twenty-first day of January, Two Thousand Twenty, the Center for Disease Control and Prevention activated their Emergency Response Center and began responding to an outbreak of respiratory disease caused by a novel (new) coronavirus that was first detected in China and which has now been detected in numerous countries internationally, including in the United States; and

WHEREAS, the effects of this event pose a severe and continuing threat to the health, safety, welfare, and property of the citizens of West Virginia; and

WHEREAS, in accordance with my authority as Governor, I have declared a State of Preparedness for all counties in the State of West Virginia on the Fourth day of March, Two Thousand Twenty.

NOW, THEREFORE, I, JIM JUSTICE, by virtue of the authority vested in me as the Governor of the State of West Virginia, and in view of the foregoing, do hereby **FIND AND DECLARE** that a State of Preparedness exists and continues throughout the State of West Virginia, said State of Preparedness to remain in effect for thirty days unless terminated by subsequent Proclamation. In response to this State of Preparedness, I have **INVOKED** the emergency powers set forth in section six, article five, chapter fifteen of the Code of West Virginia; **UTILIZED** the Emergency Operations Plan, as necessary; **ORDERED** the West Virginia Department of Health and Human Resources, the West Virginia Division of Homeland Security and Emergency Management, and the West Virginia National Guard to mobilize appropriate personnel and resources to prepare for the imminent emergency; and have ordered all other state agencies to assist as may be requested and to do everything reasonably possible to assist affected areas and people in this state; and **DELEGATED** certain administrative powers to

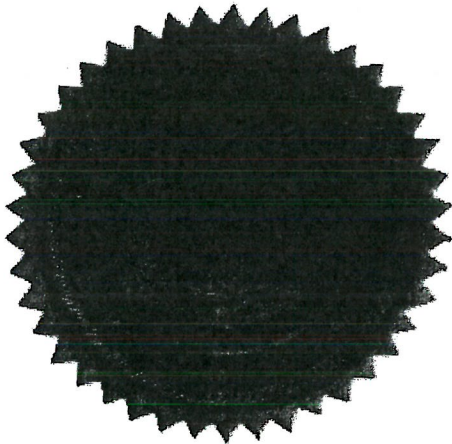
EXHIBIT
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the West Virginia Department of Health and Human Resources, the Director of the West Virginia Division of Homeland Security and Emergency Management, and the West Virginia National Guard, as necessary, to facilitate the provision of essential emergency services to alleviate the potential impacts to the people, property, and infrastructure of West Virginia that may be caused by this outbreak. Finally, I hereby **ORDER** that it is unlawful for any person, business, or other entity to sell any food items, essential consumer items, and emergency supplies in a manner that violates the provisions of section three, article six J, chapter forty-six A of the Code of West Virginia.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of West Virginia to be affixed.

DONE at the Capitol in the City of Charleston, State of West Virginia, this Fourth day of March, in the year of our Lord, Two Thousand Twenty in the One Hundred Fifty-seventh year of the State.


GOVERNOR



By the State


SECRETARY OF STATE

STATE OF WEST VIRGINIA
EXECUTIVE DEPARTMENT

At Charleston

A PROCLAMATION

By the Governor

WHEREAS, beginning on the Twenty-first day of January, Two Thousand Twenty, the Center for Disease Control and Prevention activated their Emergency Response Center and began responding to an outbreak of respiratory disease caused by a novel (new) coronavirus that was first detected in China and which has now been detected in numerous countries, including in the United States; and

WHEREAS, a State of Preparedness was issued on the Fourth Day of March, Two Thousand Twenty for all counties in West Virginia, to allow agencies to coordinate and create necessary measures to prepare for the COVID-19 virus; and

WHEREAS, it is of the utmost importance that our Cabinet Secretaries, Commissioners, and Directors throughout the state have the ability to take measures necessary to ensure the safety of our citizens; and

WHEREAS, the COVID-19 epidemic constitutes a disaster under section two, article five, chapter fifteen of the Code of West Virginia; and

WHEREAS, COVID-19 has been deemed a pandemic by the World Health Organization and the President of the United States has declared a national emergency; and

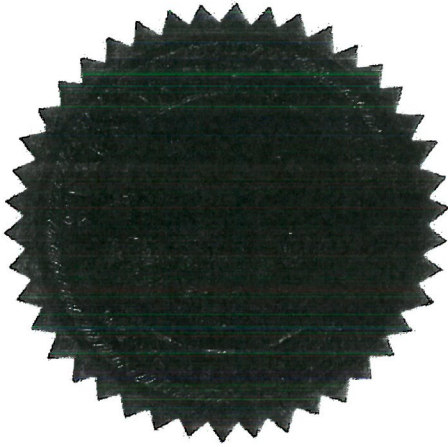
WHEREAS, it is in the best interest of the citizens of West Virginia that we are able to stand up emergency operation centers and allow boards and agencies to suspend certain rules that inhibit them from responding effectively; and

NOW, THEREFORE, I, JIM JUSTICE, by virtue of the authority vested in me as Governor of the State of West Virginia, and in view of the foregoing, do hereby **FIND AND DECLARE** that a State of Emergency does exist in Barbour, Berkeley, Boone, Braxton, Brooke, Cabell, Calhoun, Clay, Doddridge, Fayette, Gilmer, Grant, Greenbrier, Hampshire, Hancock, Hardy, Harrison, Jackson, Jefferson, Kanawha, Lewis, Lincoln, Logan, Marion, Marshall, Mason, McDowell, Mercer, Mineral, Mingo, Monongalia, Monroe, Morgan, Nicholas, Ohio, Pendleton, Pleasants, Pocahontas, Preston, Putnam, Raleigh, Randolph, Ritchie, Roane, Summers, Taylor, Tucker, Tyler, Upshur, Wayne, Webster, Wetzel, Wirt, Wood, and Wyoming Counties of West Virginia, said State of Emergency to remain in effect unless terminated by subsequent Proclamation. I therefore **INVOKE** the emergency powers set forth in section six, article five, chapter fifteen of the Code of West Virginia; **UTILIZE** the Emergency Operations Plan, as necessary; **ORDER** the West Virginia Department of Health and Human Resources, the West Virginia Division of Homeland Security and Emergency Management, and the West Virginia National Guard to mobilize appropriate personnel and resources to respond to the emergency; order all other state agencies to assist as may be requested and to do everything reasonably possible to assist affected areas and people in this state; and **DELEGATE** certain administrative powers to the West Virginia Department of Health and Human Resources, the Director of the West Virginia Division of Homeland Security and Emergency Management, and the West Virginia National Guard, as necessary, to facilitate the provision of essential emergency services to alleviate the potential impacts to the people, property, and infrastructure of West Virginia that may be caused by this outbreak. Further, I hereby **ORDER** that it is unlawful for any person, business, or other entity to sell any food items, essential consumer items, and emergency supplies in a manner that violates the provisions of section three, article six J, chapter forty-six A of the Code of West Virginia.

Finally, I hereby **DELEGATE** to all state agencies the ability to suspend rules, if strict compliance therewith would in any way prevent, hinder or delay necessary action in coping with the emergency.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of West Virginia to be affixed.

DONE at the Capitol in the City of Charleston, State of West Virginia, this Sixteenth day of March, in the year of our Lord, Two Thousand Twenty in the One Hundred Fifty-eighth year of the State.



James E. Cantwell
GOVERNOR

By the State

Mpc Warner
SECRETARY OF STATE

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By accepting shipment, Customer agrees to pay a charge of 1 1/2% per month on invoice amounts not paid within 7 days of shipment, and all costs of collection, including attorney's fees.

CUSTOMER COPY

INVOICE



Dutt & Wagner of Virginia, Inc.

P.O. BOX 0518 • ABINGDON, VIRGINIA 24212-0518
TELEPHONE 276-628-2116



EXHIBIT
4

SHIP TO

GRANT'S SUPER MKT.
315 BLUEFIELD AVENUE
BLUEFIELD WV 24701

Invoice # 902506-000
Inv Date: 02/24/20
Page # 1

(304)325-8945

PRINCETON

SOLD TO

GRANT'S BLUEFIELD AVE.
315 BLUEFIELD AVE.
BLUEFIELD WV 24701

Cust PO#EGGS

FOLD HERE FOR MAILING

Printed By: CLC

TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	SHIPPING DATE	INVOICE DATE	INVOICE NO.	REFERENCE
7 DAYS	902506-000	770560	KIM B	TRUCK	022420	022420	902506-000	
PRODUCT NO.	ORDERED	QUANTITY SHIPPED	DZ/UNIT/LBS	DESCRIPTION	PRICE	UNITS	DISCOUNT	NET
1110	2.00	2.00	60.00	6V GR-A MED CASE 30 DOZ UPC #0-26855-12344-2	23.70000 CS		.00	47.40
1123	1.00	1.00	25.00	6V GR A 2 1/2 DZ SML CS 10 UNITS 25 DZ UPC #0-26855-12362	.79000 DZ 16.00000 CS		.00	16.00
1121	20.00	20.00	300.00	6V GR-A LG BWN 1/2 CS 15 UPC #0 26855-12348 0	.64000 DZ 13.35000 CS		.00	267.00
1128	1.00	1.00	30.00	6V GR A 20-18 PK LRG CSE UPC #0-26855-12351-0	.69000 DZ 31.20000 CS		.00	31.20
				Total	1.04000 DZ			361.60

DUTT & WAGNER OF VIRGINIA POLICY ON CLAIMS
ALL PRODUCTS PURCHASED FROM DUTT & WAGNER SHOULD BE INSPECTED BY THE CUSTOMER AT THE TIME OF RECEIPT TO VERIFY QUALITY, DATES AND CONDITION. IF A PROBLEM EXISTS, THE CUSTOMER MUST CALL OR HAVE THE DRIVER CALL FOR ADJUSTMENTS OR RETURNS. NO OTHER CLAIMS FOR CREDIT WILL BE GIVEN AFTER DELIVERY EXCEPT FOR CREDIT FROM THE MANUFACTURER.

By accepting shipment, Customer agrees to pay a charge of 1 1/2% per month on invoice amounts not paid within 7 days of shipment, and all costs of collection, including attorney's fees.

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Dutt & Wagner of Virginia, Inc.

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TELEPHONE 276-628-2116



SHIP

GRANT'S SUPER MKT.
315 BLUEFIELD AVENUE
BLUEFIELD WV 24701

Invoice # 902952-000
Inv Date: 02/27/20
Page # 1

(304) 325-8945

PRINCETON

SOLO

GRANT'S BLUEFIELD AVE.
315 BLUEFIELD AVE.
BLUEFIELD WV 24701

Cust POWEGGS

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TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	SHIPPING DATE	INVOICE DATE	INVOICE NO.	REFERENCE
7 DAYS	902952-000	770560	KIM B	TRUCK	022720	022720	902952-000	
PRODUCT NO.	ORDERED	QUANTITY SHIPPED	DZ/UNIT/LBS	DESCRIPTION	PRICE	UNITS	DISCOUNT	NET
0101	1.00	1.00	24.00	GV GR-A JUMBO CASE 24 DZ UPC #0-26855-12341-1	27.36000	CS	.00	27.36
0107	1.00	1.00	30.00	GV GR-A LRG CASE 30 DOZ UPC #0-26855-12343-5	1.14000	DZ	.00	30.90
0110	3.00	3.00	90.00	GV GR-A MED CASE 30 DOZ UPC #0-26855-12344-2	23.70000	CS	.00	71.10
0121	30.00	30.00	450.00	GV GR-A LG BWN 1/2 CS 15 UPC #0-26855-12348-0	.79000	DZ	.00	400.50
0126	1.00	1.00	30.00	GV GR A 20-18 PK LRG CSE UPC #0-26855-12351-0	31.20000	CS	.00	31.20
				Total	1.04000	DZ		561.06

DUTT & WAGNER OF VIRGINIA POLICY ON CLAIMS

ALL PRODUCTS PURCHASED FROM DUTT & WAGNER SHOULD BE INSPECTED BY THE CUSTOMER AT THE TIME OF RECEIPT TO VERIFY QUALITY, DATES AND CONDITION. IF A PROBLEM EXISTS, THE CUSTOMER MUST CALL OR HAVE THE DRIVER CALL FOR ADJUSTMENTS OR RETURNS. NO OTHER CLAIMS FOR CREDIT WILL BE GIVEN AFTER DELIVERY EXCEPT FOR CREDIT FROM THE MANUFACTURER.

By accepting shipment, Customer agrees to pay a charge of 1 1/2% per month on invoice amounts not paid within 7 days of shipment, and all costs of collection, including attorney's fees.

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INVOICE



Dutt & Wagner of Virginia, Inc.

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TELEPHONE 276-628-2116



SHIP TO

GRANT'S SUPER MKT.
315 BLUEFIELD AVENUE
BLUEFIELD WV 24701

Invoice # 903778-000
Inv. Date: 03/05/20
Page # 1

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TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	SHIPPING DATE	INVOICE DATE	INVOICE NO.	REFERENCE
7 DAYS	903778-000	770560	KIM B	TRUCK	030520	030520	903778-000	

PRODUCT NO.	ORDERED	QUANTITY		DZ/UNIT/LBS	DESCRIPTION	PRICE	UNITS	DISCOUNT	NET
		ORDERED	SHIPPED						
1107	3.00	3.00		90.00	GV GR-A LRG CASE 30 DOZ UPC #0-26855-12343-5	30.90000 CS		.00	92.70
1110	4.00	4.00		120.00	GV GR-A MED CASE 30 DOZ UPC #0-26855-12344-2	1.03000 DZ 23.70000 CS		.00	94.80
1123	1.00	1.00		25.00	GV GR A 2 1/2 DZ SML CS 10 UNITS 25 DZ UPC #0-26855-12362	.79000 DZ 16.00000 CS		.00	16.00
1126	3.00	3.00		90.00	GV GR A 20-18 PK LRG CSE UPC #0-26855-12351-0	.64000 DZ 31.20000 CS		.00	93.60
					Total	1.04000 DZ			297.10



[Handwritten Signature]

DUTT & WAGNER OF VIRGINIA POLICY ON CLAIMS
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Invoice # 904068-000
Inv Date: 03/09/20
Page # 1

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SOLD TO

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315 BLUEFIELD AVE.
BLUEFIELD WV 24701

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TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	SHIPPING DATE	INVOICE DATE	INVOICE NO.	REFERENCE
7 DAYS	904068-000	770560	KIM B	TRUCK	030920	030920	904068-000	
PRODUCT NO.	ORDERED	QUANTITY SHIPPED	DZ/UNIT/LBS	DESCRIPTION	PRICE	UNITS	DISCOUNT	NET
1101	1.00	1.00	24.00	6V GR-A JUMBO CASE 24 DZ UPC #0-26855-12341-1	28.32000	CS	.00	28.32
1107	3.00	3.00	90.00	6V GR-A LRG CASE 30 DOZ UPC #0-26855-12343-5	1.19000 DZ 31.20000 CS		.00	93.60
1110	1.00	1.00	30.00	6V GR-A MED CASE 30 DOZ UPC #0-26855-12344-2	1.04000 DZ 26.70000 CS		.00	26.70
1126	2.00	2.00	60.00	6V GR A 20-18 PK LRG CSE UPC #0-26855-12351-0	.89000 DZ 31.20000 CS		.00	62.40
				Total				211.02

211.02

[Handwritten Signature]

DUTT & WAGNER OF VIRGINIA POLICY ON CLAIMS

ALL PRODUCTS PURCHASED FROM DUTT & WAGNER SHOULD BE INSPECTED BY THE CUSTOMER AT THE TIME OF RECEIPT TO VERIFY QUALITY, DATES AND CONDITION. IF A PROBLEM EXISTS, THE CUSTOMER MUST CALL OR HAVE THE DRIVER CALL FOR ADJUSTMENTS OR RETURNS. NO OTHER CLAIMS FOR CREDIT WILL BE GIVEN AFTER DELIVERY EXCEPT FOR CREDIT FROM THE MANUFACTURER.

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Invoice # 905619-000
Inv Date: 03/23/20
Page # 1

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TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	SHIPPING DATE	INVOICE DATE	INVOICE NO.	REFERENCE
7 DAYS	905619-000	770560	KIM B	TRUCK	032320	032320	905619-000	

PRODUCT NO.	QUANTITY		DZ/UNIT/LBS	DESCRIPTION	PRICE	UNITS	DISCOUNT	NET
	ORDERED	SHIPPED						
1101	1.00	1.00	24.00	GV GR-A JUMBO CASE 24 DZ UPC #0-26855-12341-1	51.60000	CS	.00	51.60
1107	2.00	.00		GV GR-A LRG CASE 30 DOZ UPC #0-26855-12343-5	2.15000	DZ		
1110	1.00	1.00	30.00	GV GR-A MED CASE 30 DOZ UPC #0-26855-12344-2	48.90000	CS	.00	48.90
1123	2.00	.00		GV GR A 2 1/2 DZ SML CS 10 UNITS 25 DZ UPC #0-26855-12362	1.63000	DZ		
1126	3.00	2.00	60.00	GV GR A 20-18 PK LRG CSE UPC #0-26855-12351-0	22.00000	CS	.00	121.20
1108	2.00	2.00	30.00	GV GR-A LRG 1/2 CS 15 DZ UPC #0-26855-12351-0	2.02000	DZ		
				024855 12351	30.15000	CS	.00	60.30
				Total	2.01000	DZ		
								202.00

ALL PRODUCTS PURCHASED FROM DUTT & WAGNER SHOULD BE INSPECTED BY THE CUSTOMER AT THE TIME OF RECEIPT TO VERIFY QUALITY, DATES AND CONDITION. IF A PROBLEM EXISTS, THE CUSTOMER MUST CALL OR HAVE THE DRIVER CALL FOR ADJUSTMENTS OR RETURNS. NO OTHER CLAIMS FOR CREDIT WILL BE GIVEN AFTER DELIVERY EXCEPT FOR CREDIT FROM THE MANUFACTURER.

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SHIP TO

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Invoice # 905276-000
Inv Date: 03/19/20
Page # 1

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PRINCETON

SHIP TO

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315 BLUEFIELD AVE.
BLUEFIELD WV 24701

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TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	SHIPPING DATE	INVOICE DATE	INVOICE NO.	REFERENCE
7 DAYS	905276-000	770560	KIM R	TRUCK	031920	031920	905276-000	
PRODUCT NO.	ORDERED	QUANTITY SHIPPED	DZ/UNIT/LBS	DESCRIPTION	PRICE	UNITS	DISCOUNT	NET
1101	1.00	1.00	24.00	GV GR-A JUMBO CASE 24 DZ UPC #0-26855-12341-1	36.48000	CS	.00	36.48
1107	4.00	4.00	120.00	GV GR-A LRG CASE 30 DOZ UPC #0-26855-12343-5	1.52000	DZ		165.60
1110	4.00	4.00	120.00	GV GR-A MED CASE 30 DOZ UPC #0-26855-12344-2	41.40000	CS	.00	141.60
1123	1.00	1.00	25.00	GV GR A 2 1/2 DZ SML CS 10 UNITS 25 DZ UPC #0-26855-12362	1.18000	DZ		16.00
1126	3.00	3.00	90.00	GV GR A 20-18 PK LRG CSE UPC #0-26855-12351-0	.64000	DZ		124.20
				Total	1.38000	DZ		483.88

DUTT & WAGNER OF VIRGINIA POLICY ON CLAIMS

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BLUEFIELD WV 24701

Invoice # 906126-000
Inv Date: 03/26/20
Page # 1

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BLUEFIELD WV 24701

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TERMS	ORDER NO.	CUSTOMER NO.	SOLD BY	SHIP VIA	SHIPPING DATE	INVOICE DATE	INVOICE NO.	REFERENCE
7 DAYS	906126-000	770560	KIM B	TRUCK	032620	032620	906126-000	
PRODUCT NO.	ORDERED	QUANTITY SHIPPED	DZUNIT/LBS	DESCRIPTION	PRICE	UNITS	DISCOUNT	NET
001	1.00	1.00	24.00	IV GR-A JUMBO CASE 24 DZ UPC #0-26855-12341-1	51.80000	CS	.00	51.80
07	4.00	4.00	120.00	IV GR-A LRG CASE 30 DOZ UPC #0-26855-12343-5	2.15000	DZ	.00	241.20
11	8.00	8.00	45.00	IV GR-A MED 1/2 CS 15 DZ	24.45000	CS	.00	78.35
23	3.00	3.00	75.00	IV GR A 2 1/2 DZ SML CS 10 UNITS 25 DZ UPC #0-26855-12362	1.53000	DZ	.00	68.20
26	3.00	3.00	90.00	IV GR A 20-18 PK LRG CASE UPC #0-26855-12351-0	.86000	DZ	.00	181.80
05		1.00		EGG LND 1ST GR-A LG 1/205 UPC #7-15141-50349-4	2.02000	DZ	.00	.00
				Total				613.95

DUTT & WAGNER OF VIRGINIA POLICY ON CLAIMS
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eggs@duttandwagner.com
 www.duttandwagner.com

✓ 1142
 2-21-20

PRICING FOR GRANT'S SUPERMARKET

ATTENTION: Kevin
 FAX: 304-425-6078

PLEASE CHANGE
 MONDAY, FEB 24TH
 THANKS
[Signature]

FOR THE WEEK OF: 2/24/2020

ITEM #	DESCRIPTION	PRICE/DOZ	UNIT	FEATURE PRICE
010101	Jumbo Eggs - 24 DOZ	\$1.14		169
010104	X-Large Carton - 30 DOZ	\$1.05		213.00
010107	Large Carton - 30 DOZ	\$1.03		213.00
010110	Medium Carton - 30 DOZ	\$0.79		109
010123	2 1/2 DZ Small - 10 UNITS	\$0.64	\$1.60	279
013020	Green Valley Cage Free Large Brown - 9 DOZ	\$1.83		259
010121	Green Valley Large Brown 15 DZ	\$1.09		139
010126	18 CT. Large - 20 UNITS	\$1.04	\$1.56	219
010114	6 - Pack Large - 15 DOZ	\$1.12	\$0.56	89
010116	Jumbo Brown - 24 DOZ	\$1.34		189

Prices Change Weekly According To Egg Market

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 p. 276-628-2116
 f. 276-628-4619



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PRICING FOR GRANT'S SUPERMARKET

ATTENTION: Kevin
 FAX: 304-425-6078

*SAME AS
 WEEK
 BEFORE*

FOR THE WEEK OF: 3/2/2020

ITEM #	DESCRIPTION	PRICE/DOZ	UNIT	FEATURE PRICE
010101	Jumbo Eggs - 24 DOZ	\$1.14		169
010104	X-Large Carton - 30 DOZ	\$1.05		2/3
010107	Large Carton - 30 DOZ	\$1.03		2/3
010110	Medium Carton - 30 DOZ	\$0.79		109
010123	2 1/2 DZ Small - 10 UNITS	\$0.64	\$1.60	279
013020	Green Valley Cage Free Large Brown - 9 DOZ	\$1.83		259
010121	Green Valley Large Brown 15 DZ	\$1.09		139
010126	18 CT. Large - 20 UNITS	\$1.04	\$1.56	219
010114	6 - Pack Large - 15 DOZ	\$1.12	\$0.56	89
010116	Jumbo Brown - 24 DOZ	\$1.34		189

Prices Change Weekly According To Egg Market

*SPECIAL
 ON LG BROWN 99 - 139
 & JUMBO BROWN 119 - 169*

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PRICING FOR GRANT'S SUPERMARKET

ATTENTION: Kevin
 FAX: 304-425-6078

*PLEASE CHANGE
 FRIDAY, 3/6/2020.
 THANKS
 [Signature]*

FOR THE WEEK OF: 3/9/2020

ITEM #	DESCRIPTION	PRICE/DOZ	UNIT	FEATURE PRICE
010101	Jumbo Eggs - 24 DOZ	\$1.18		169
010104	X-Large Carton - 30 DOZ	\$1.12		159
010107	Large Carton - 30 DOZ	\$1.04		2/3
010110	Medium Carton - 30 DOZ	\$0.89		119
010123	2 1/2 DZ Small - 10 UNITS	\$0.64	\$1.60	279
013020	Green Valley Cage Free Large Brown - 9 DOZ	\$1.83		259
010121	Green Valley Large Brown 15 DZ	\$1.09 99		139
010126	18 CT. Large - 20 UNITS	\$1.04	\$1.56	219
010114	6 - Pack Large - 15 DOZ	\$1.14	\$0.57	89
010116	Jumbo Brown - 24 DOZ	\$1.35 110		169

*SPECIAL PRICING
 ON JUMBO BROWN
 & LARGE BROWN*

Prices Change Weekly According To Egg Market

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PRICING FOR GRANT'S SUPERMARKET

ATTENTION: Kevin
 FAX: 304-425-6078

*PLEASE
 CHANGE FRIDAY
 MARCH 13th, 2020.
 THANKS
 [Signature]*

FOR THE WEEK OF: 3/16/2020

ITEM #	DESCRIPTION	PRICE/DOZ	UNIT	FEATURE PRICE
010101	Jumbo Eggs - 24 DOZ	\$1.52		209
010104	X-Large Carton - 30 DOZ	\$1.46		2/4.00
010107	Large Carton - 30 DOZ	\$1.38		189
010110	Medium Carton - 30 DOZ	\$1.18		159
010123	2 1/2 DZ Small - 10 UNITS	\$0.64	\$1.60	279
013020	Green Valley Cage Free Large Brown - 9 DOZ	\$1.83		259
010121	Green Valley Large Brown 15 DZ	\$1.22		169
010126	18 CT. Large - 20 UNITS	\$1.38	\$2.07	279
010114	6 - Pack Large - 15 DOZ	\$1.48	\$0.74	109
010116	Jumbo Brown - 24 DOZ	\$1.69		229

Prices Change Weekly According To Egg Market

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PRICING FOR GRANT'S SUPERMARKET

ATTENTION: Kevin
 FAX: 304-425-6078

*PLEASE
 CHANGE
 PRICES
 3/20/2020
 THANKS
 KR*

FOR THE WEEK OF: 3/23/2020

ITEM #	DESCRIPTION	PRICE/DOZ	UNIT	FEATURE PRICE
010101	Jumbo Eggs - 24 DOZ	152 \$2.15	235	299 ✓
010104	X-Large Carton - 30 DOZ	146 \$2.09	229	289 ✓
010107	Large Carton - 30 DOZ	138 \$2.01	221	279 ✓
010110	Medium Carton - 30 DOZ	118 \$1.63	183	229 ✓
010123	2 1/2 DZ Small - 10 UNITS	64 \$0.88	160 \$2.20	369 ✓
013020	Green Valley Cage Free Large Brown - 9 DOZ	183 \$1.83		279 ✓
010121	Green Valley Large Brown 15 DZ	122 \$1.66	181	239 ✓
010126	18 CT. Large - 20 UNITS	207 \$2.02	331	419 ✓
010114	6 - Pack Large - 15 DOZ	74 \$2.10	113	159 ✓
010116	Jumbo Brown - 24 DOZ	169 \$2.32		329 ✓

Prices Change Weekly According To Egg Market

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✓
 KM

PRICING FOR GRANT'S SUPERMARKET

ATTENTION: Kevin
 FAX: 304-425-6078

PLEASE CHANGE FOR 3/30/2020
 MONDAY THANKS
 KE

CURRENT
 PRICES

FOR THE WEEK OF: 3/30/2020

ITEM #	DESCRIPTION	MDI COST	PRICE/DOZ	UNIT	FEATURE PRICE
010101	Jumbo Eggs - 24 DOZ	355	\$3.05		329
010104	X-Large Carton - 30 DOZ	349	\$2.99		319
010107	Large Carton - 30 DOZ	341	\$2.91		299
010110	Medium Carton - 30 DOZ	285	\$2.35		249
010123	2 1/2 DZ Small - 10 UNITS	—	\$1.46	\$3.65	319
013020	Green Valley Cage Free Large Brown - 9 DOZ	—	\$1.83		259
010121	Green Valley Large Brown 15 DZ	301	\$2.56		279
010126	18 CT. Large - 20 UNITS	511	\$2.92	\$4.38	459
010114	6 - Pack Large - 15 DOZ	173	\$3.00	\$1.50	169
010116	Jumbo Brown - 24 DOZ	—	\$3.22		349

Prices Change Weekly According To Egg Market

269
 259
 249
 199

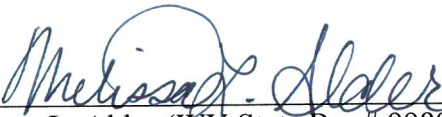
379

~~18ct MED (354) FROM DOTT~~

VERIFICATION

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

I, Melissa L. Alder, Assistant Attorney General, being duly sworn, depose and say that I am the counsel of record for Plaintiff in the foregoing styled civil action; that I am familiar with the contents of the foregoing **COMPLAINT** and that the facts and allegations contained therein are true, except such as are therein stated upon information and belief, and that as to such allegations I believe them to be true.



Melissa L. Alder (WV State Bar # 9989)
Assistant Attorney General

STATE OF WEST VIRGINIA, COUNTY OF KANAWHA, to-wit:

Taken, subscribed, and sworn to before me in the County and State aforesaid this 14th day
of July, 2020.
My commission expires April 13, 2025



NOTARY PUBLIC