

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

CIVIL CASE INFORMATION STATEMENT
(Civil Cases Other than Domestic Relations)

I. CASE STYLE:

Plaintiff(s)

RADIO WV, LLC

Case No. 23-0-916

Judge: Webster

Plaintiff's Phone: 304-344-5800 (Counsel)

vs.

Defendant(s)

JOHN PRICE

Name

114 Pine St.

Street Address

Dunbar, WV 25604

City, State, Zip Code

Days to
Answer

20

Type of Service

Certified Mail

Defendant's Phone: (304) 784-2472

II. TYPE OF CASE:

- ☒ General Civil
☐ Mass Litigation [As defined in T.C.R. 26.04(a)]
 ☐ Asbestos
 ☐ FELA Asbestos
 ☐ Other: _____
☐ Habeas Corpus/Other Extraordinary Writ
☐ Other: _____

- ☐ Adoption
☐ Administrative Agency Appeal
☐ Civil Appeal from Magistrate Court
☐ Miscellaneous Civil Petition
☐ Mental Hygiene
☐ Guardianship
☐ Medical Malpractice

III. JURY DEMAND: ☒ Yes ☐ No CASE WILL BE READY FOR TRIAL BY (Month/Year): 04 / 2024

IV. DO YOU OR ANY
OF YOUR CLIENTS
OR WITNESSES
IN THIS CASE
REQUIRE SPECIAL
ACCOMMODATIONS?

☐ Yes ☒ No

IF YES, PLEASE SPECIFY:

- ☐ Wheelchair accessible hearing room and other facilities
☐ Reader or other auxiliary aid for the visually impaired
☐ Interpreter or other auxiliary aid for the deaf and hard of hearing
☐ Spokesperson or other auxiliary aid for the speech impaired
☐ Foreign language interpreter-specify language: _____
☐ Other: _____

Attorney Name: Jonathon C. Stanley, Esq. (W. Va. Bar #13470)

Firm: ROBINSON & McELWEE PLLC

Address: 700 Virginia Street E, Suite 400, Charleston, WV 25301

Telephone: (304) 344-5800

Representing:

- ☒ Plaintiff ☐ Defendant
☐ Cross-Defendant ☐ Cross-Complainant
☐ 3rd-Party Plaintiff ☐ 3rd-Party Defendant

☐ Proceeding Without an Attorney

Original and 2 copies of complaint enclosed/attached.

Dated: 10 / 13 / 2023

Signature: Jonathon C. Stanley

SCA-C-100: Civil Case Information Statement (Other than Domestic Relations)

603857
Payment Type K Receipt # 603856
\$200 ☒ \$135 ☐ Total Collected \$ 270.00
Summons Issued # 2 No Summons ☐
Return to Attorney ☐ \$20 CM x 2
Mailed CM/RM ☒ \$5 CLK x 2
Mailed to SOS w/check# 2 \$15 MDF x 2
Sent to _____ w/check # _____

Plaintiff: RADIO WV, LLC , et al Case Number: _____
vs.
Defendant: JOHN PRICE , et al

**CIVIL CASE INFORMATION STATEMENT
DEFENDANT(S) CONTINUATION PAGE**

PRICE HILL RECORDS, LLC

Defendant's Phone: (304) 784-2472

Defendant's Name

114 Pine St.

Days to Answer: 20

Street Address

Dunbar, WV 25604

Type of Service: Certified Mail

City, State, Zip Code

N/A

Defendant's Phone: _____

Defendant's Name

Days to Answer: _____

Street Address

Type of Service: _____

City, State, Zip Code

N/A

Defendant's Phone: _____

Defendant's Name

Days to Answer: _____

Street Address

Type of Service: _____

City, State, Zip Code

N/A

Defendant's Phone: _____

Defendant's Name

Days to Answer: _____

Street Address

Type of Service: _____

City, State, Zip Code

N/A

Defendant's Phone: _____

Defendant's Name

Days to Answer: _____

Street Address

Type of Service: _____

City, State, Zip Code

N/A

Defendant's Phone: _____

Defendant's Name

Days to Answer: _____

Street Address

Type of Service: _____

City, State, Zip Code

N/A

Defendant's Phone: _____

Defendant's Name

Days to Answer: _____

Street Address

Type of Service: _____

City, State, Zip Code

IN THE CIRCUIT COURT OF KANAWHA COUNTY
WEST VIRGINIA

RADIOWV, LLC, a West Virginia
limited liability company,

Plaintiff,

v.

JOHN D. PRICE, and
PRICE HILL RECORDS, LLC dba
APPALACHIA UNTOLD, a West Virginia
limited liability company,

Defendants.

Case No.

Judge

23-C-916

Webster

FILED

2023 OCT 13 PM 3:27

CATHY S. GATSON, CLERK
KANAWHA COUNTY CIRCUIT COURT

COMPLAINT

Comes now the Plaintiff in the above-captioned proceeding, RadioWV, LLC, by and through undersigned counsel, file this Complaint against John D. Price and Price Hill Records, LLC, Defendants, and hereby allege as follows:

1. Plaintiff RadioWV, LLC, is a West Virginia limited liability company authorized to do business in the State of West Virginia, with sole possession of the tradenames "AppalachianRadio" and "radiowv"; Draven A. Riffe is a resident of Kanawha County, West Virginia and is the sole Member of RadioWV, LLC.

2. Defendant John D. Price is a resident of Kanawha County, West Virginia.

3. Defendant Price Hill Records, LLC, is a West Virginia limited liability company authorized to do business in the State of West Virginia, with possession of the tradename "Appalachia Untold," and doing business thereunder; Price is a Member of Price Hill Records, LLC.

4. On the basis of the foregoing, as well as further supported by the paragraphs below, jurisdiction is proper in the Circuit Courts of the State of West Virginia, and venue is proper in the

Courts of Kanawha County, West Virginia.

Background

5. In 2016, along with a friend, Riffe started a company called Burly Boy, which operated as a purveyor of men's grooming products.

6. In 2018, in an effort to promote Burly Boy's business, Riffe began an online sponsorship-marketing effort in which he would create professional-grade video recordings of aspiring or up-and-coming musicians around the State and post these videos on YouTube and Facebook.

7. In connection therewith, Riffe used his personal information to create YouTube, Instagram, and Facebook pages, which pages were solely in his possession and control, and gave these pages the profile name "radiowv."

8. In 2019, along with his then-partner in Burly Boy, Riffe established RadioAppalachia, LLC, which claimed the tradenames "radiowv" and "AppalachiaRadio"; the Defendant Price was never a Member of RadioAppalachia, LLC.

9. To assist in making these professional-grade video recordings to post under the radiowv profile, Riffe entered into an arrangement with Price, whereby the two would work either together or separately to record videos under the radiowv banner, edit them, and post them on the radiowv social media profile pages.

10. By 2019, Riffe had come to enjoy the radiowv side of the Burly Boy enterprise far more than the men's-grooming side, and so entered into an agreement with his Burly Boy partner to sever the partnership, with his former partner retaining the Burly Boy business operations, and Riffe having sole control of radiowv's tradename and operations.

11. Thus, radiowv became its own business enterprise, with Riffe as the sole owner of

the social media profiles under which it operated.

12. In and around the time that Riffe severed his Burly Boy partnership, Riffe and Price came to an agreement that they would continue to work together to produce music videos for posting under the radiowv name and profile, and they would each be compensated on a “50-50” basis of all advertising revenues raised in connection therewith—though radiowv did not make any advertising revenue at all until over a year later.

13. Therefore, Riffe and Price became *de facto* general partners in the radiowv enterprise (sometimes referred to hereinafter as the “radiowv partnership” or the “General Partnership”), with duties and obligations inuring to each other and to their business.

14. The radiowv business model was such that Riffe or Price would work with independent musicians in the Appalachian region with the promise that they would record a music video to be posted online under the radiowv name; the radiowv partnership would own these videos outright in perpetuity, and would collect all advertising revenue raised thereby, but radiowv would have no other claim to the musician or the musician’s content going forward; in other words, if the musician were to sign with a label as a result of its exposure through radiowv, radiowv would not make any claim to royalties or other rights in connection with that signing, and would only claim ownership of the video radiowv produced, posted, and maintained on its social media sites, and, by extension, all rights to advertising revenues that said video raises.

15. Radiowv has seen tremendous success, as many of its videos have gained hundreds of thousands to millions of views, and it has launched several new musical careers, including that of Oliver Anthony; the video for his original song “Rich Men North of Richmond,” which was recorded and produced solely by Riffe after his partnership with Price was dissolved (as discussed below), was posted by radiowv’s on August 8, 2023, and has received approximately 80 million

views on YouTube, while the song itself reached the top (#1) of the *Billboard* Hot 100 chart for two consecutive weeks.

16. On January 28, 2023, sixteen-year-old singer Jake Kohn, in a hand-written agreement signed by Kohn's parents and Riffe and Price, gave radiowv full permission to upload recordings of his original songs titled "Dreams," "Frostbite," "Lorraine," and "Hard as Stone"; Price, Riffe, and Kohn agreed that radiowv owned the video and the advertisement revenue on Kohn's videos that were produced by radiowv and posted on radiowv's social media profiles.

17. Radiowv recorded the four songs the day that the agreement between it and Kohn was signed (*i.e.* January 28, 2023); it was one of the last times (if not the last time) that Riffe and Price recorded a video together in partnership.

18. Radiowv produced and then posted Jake Kohn's video for "Hard as Stone" on January 31, 2023, "Lorraine" on February 9, 2023, and "Frostbite" on March 17, 2023.

19. Radiowv planned to upload the video for "Dreams" on its social media accounts in or around October of 2023.

The Previous Action and Settlement Agreement between the Parties

20. Plaintiff incorporates paragraphs 1 through 19 above, as if fully restated herein.

21. In or around April of 2023, Price took action to deny Riffe access to radiowv and the benefit of his business investments therein by changing the passwords to radiowv's social media and email accounts that were created by Riffe and by removing Riffe's credential from those accounts, effectively locking Riffe out of those accounts.

22. Therefore, on May 4, 2023, Riffe filed a complaint for preliminary injunctive and other relief against Price in the Circuit Court for Kanawha County West Virginia, docketed as Civil Action No. 23-P-123, alleging breach of contract, breach of duty, conversion, defamation,

slander of title, tortious interference, and unjust enrichment in connection with Price's actions.

23. On June 6, 2023, a mediation was held before Charles Piccirillo, Esq., where Riffe and Price participated in good faith to resolve all claims associated with or related to Civil Action No. 23-P-123, which were or could have been made.

24. After mediation, Riffe and Price reached a settlement, resolving their dispute and releasing all claims against each other, as laid out in that certain "Settlement Agreement and Release" between and among them individually and RadioWV, LLC, dated effective June 6, 2023 ("Settlement Agreement").

25. Pursuant to the Settlement Agreement, the parties, Price, Riffe, and RadioWV, LLC, agreed to dissolve their *de facto* general partnership in the radiowv enterprise.

26. Pursuant to the Settlement Agreement, upon dissolution of the general partnership, each party agreed "all rights and interests, except as otherwise provided for in this Agreement, in the 'radiowv' enterprise, including all right, title, and interest in any and all assets, shall become the sole property of [RadioWV,] LLC, which is hereby acknowledged to be, and is, solely owned by Riffe"; the parties defined the partnership's assets, rights, and interests to be transferred to RadioWV, LLC, "to include *inter alia*, all rights, title, and interests to tradenames, trademarks, intellectual property, websites, web pages, social media platforms (including related forums), goodwill, bank accounts, and other assets, physical or digital, tangible or intangible, which were in any way used owned by the General Partnership or any of the Parties to further the interests of the General Partnership."

27. Pursuant to the Settlement Agreement, the parties agreed that "Price further acknowledges that he has delivered, or agrees that he immediately will deliver, to Riffe, as representative of the LLC, all physical assets, including, but not limited to microphones, SD Cards

or other digital storage devices, and video or audio clips, which were purchased by Riffe for use in the Partnership.”

28. Pursuant to the Settlement Agreement, Price and Riffe agreed that RadioWV, LLC, would pay Price “an amount equal to 45% of all advertising revenue raised by the direct monetization of in-stream advertisements, side-banner advertisements, or any other form of advertising that is placed by the social media platforms of their parent companies emanating from each and every ‘radiowv’ social media page. . . .”

29. Pursuant to the Settlement Agreement, the parties agreed that the terms of the Settlement Agreement were to remain confidential and were not to be disclosed except upon agreement by the parties.

30. Pursuant to the Settlement Agreement, the parties agreed that they would not disparage each other, directly or indirectly, or make any representations about the other which could be construed in a negative personal light.

31. Pursuant to the Settlement Agreement, the parties also agreed that they would be entitled to continue to work and compete against one another in the music industry, provided that they do so at all times in “legal, ethical, and honorable [ways],” which comport with a stated “code of conduct”; said “code of conduct,” by its terms, was “meant to be construed in the broadest terms afforded by interpretive maxims and by the law, in order to accomplish the ends of [the Settlement] Agreement.”

Defendants’ Breach and other Bad Acts

32. In April of 2023, while still part of the radiowv partnership, Price created his own, competing social media profiles on YouTube, Facebook, Instagram, and TikTok, under the name “Appalachia Untold,” where he posts music videos of independent Appalachian musicians, similar

to radiowv's business model; a few days prior to mediation, also while still part of the radiowv partnership, Price shared and promoted this new, competing business on radiowv's social media accounts.

33. On August 22, 2023, in violation of the Settlement Agreement Price posted RadioWV, LLC's video of Jake Kohn singing his original song "Dreams" on the Appalachia Untold YouTube, Facebook, TikTok, and Instagram profiles.

34. The video for "Dreams," as it appears on Appalachia Untold's pages, features video clips that were filmed by Price during the initial recording while he was partnered with Riffe in the radiowv partnership and audio clips that were recorded by Riffe at the same time; Price was obligated to deliver these video and audio clips to RadioWV, LLC pursuant to the terms of the Settlement Agreement.

35. As of the filing of this complaint, the Jake Kohn – "Dreams" video on Appalachia Untold's social media platforms has received over 480,000 views on YouTube, over 7.9 million views on TikTok, and over 84,000 views on Facebook, making it Appalachia Untold's most viewed video to date on all platforms.

36. Appalachia Untold has gained over 12,000 subscribers on YouTube and over 178,000 followers on TikTok since its creation and most were presumably gained because of Kohn's video.

37. As stated above, the Jake Kohn – "Dreams" video was recorded by Riffe and Price in their capacity as owners and partners of the radiowv partnership, under radiowv's agreement with Kohn, and is therefore rightly the property of RadioWV, LLC.

38. In fact, RadioWV, LLC does indeed continue to have possession of the clips of video and audio necessary to create production-worthy music video for "Dreams," and had every

intention of doing so when the time was best, both for it and Kohn—ideally sometime in the early fall of 2023, which would have given the radiowv pages another likely surge after the successes of “Rich Men North of Richmond,” and would have put Kohn in position from a marketing perspective to be, potentially, the next featured radiowv “star.”

39. In fact, this likelihood of success for both Kohn and RadioWV, LLC by posting the Dreams video is supported by the fact that Kohn has seen significant success (*albeit* to a lesser degree than he likely would have achieved) on the Appalachia Untold platform, as described above.

40. As property of RadioWV, LLC, in accordance with the terms of the Settlement Agreement, the “Dreams” video should have been turned over to Riffe and RadioWV, LLC upon dissolution of Riffe and Price’s partnership, and, thus, Appalachia Untold should not even have had the ability to produce and post this video.

41. By retaining and posting Jake Kohn’s “Dreams” video that was and is property of RadioWV, LLC, Price has failed to conform to the terms of the Settlement Agreement requiring Price to transfer all rights, title, and interest in any and all assets upon dissolution of the partnership to RadioWV, LLC and Riffe; thus, Defendants have breached their contract with Riffe.

42. Furthermore, Price and Appalachia Untold have misappropriated digital property that is rightfully the property of RadioWV, LLC, to their own benefit, and by so doing have deprived RadioWV, LLC of corporate opportunities and income.

43. Upon information and belief, based on statements made to Riffe by members of the community, Price has informed individuals of the terms of the Settlement Agreement; and worse, has misstated those terms by wrongfully representing that Price is to receive 45% of all assets and revenue gained by Riffe and RadioWV, LLC under the Settlement Agreement.

44. By discussing the terms of the Settlement Agreement with individuals who are not a party to the Agreement, Price has breached the Settlement Agreement's confidentiality provision; thus, Defendants have breached their contract with RadioWV, LLC.

45. The Defendants' acts and behavior have constituted breaches as well of the code of conduct, as described above, insofar as they amount to illegal, unethical, and dishonorable acts, which are anti-competitive in nature, and designed to benefit themselves at the direct detriment of RadioWV, LLC and its sole owner, Draven Riffe.

46. RadioWV, LLC has fully complied with the terms of the Settlement Agreement by paying Price his owed share of the royalties for June and July of 2023, but the damages RadioWV, LLC has incurred are substantial, as will be further described below, and Price's actions historically have caused RadioWV, LLC to be concerned about Price's ability to pay these damages upon rendering of a verdict in RadioWV, LLC's favor, including the potential of asset sequestration and fraudulent transfer; accordingly, Riffe has informed Price that the royalties due Price for the month of August 2023, going forward, are being deposited into an interest-bearing escrow account in undersigned counsel's name at Summit Bank until this matter can be resolved.

COUNT ONE – BREACH OF CONTRACT

47. Plaintiff incorporates paragraphs 1 through 46 above, as if fully restated herein.

48. As a remedy for Prices' breaches of the Settlement Agreement, as they have been set forth herein, the Plaintiff is entitled to an order for damages from Price that would place the Plaintiff in the same position in which it would have been had the contract between these entities not been breached as herein alleged.

49. Plaintiff is entitled to expectancy damages in the amount of revenue and royalties that would have been gained by RadioWV, LLC had radiowv uploaded the "Dreams" video that

was rightfully owned by them, plus the value of the views, followers, and engagement radiowv would have gained had radiowv been able to upload the video, as these damages will be supported in discovery, including expert discovery.

50. Additionally, Price's acts, which are breaches of a settlement agreement entered into in good faith to resolve a litigation, are willful, wanton, vexatious, and in bad faith—thus, Plaintiff is entitled not only to consequential and compensatory damages in connection therewith, but also punitive damages and attorney's fees under West Virginia law.

51. Furthermore, as will be proven, Appalachia Untold is essentially and in all respects an alter-ego of Price, and by the theory of reverse veil-piercing, is and ought to be held liable for Price's breach of the Settlement Agreement, to the extent that Price is unable to pay individually or has secreted his assets into the Appalachia Untold business.

COUNT TWO – UNJUST ENRICHMENT

52. Plaintiff incorporates paragraphs 1 through 51 above, as if fully restated herein.

53. By posting RadioWV, LLC's video in violation of the Settlement Agreement, the Defendants have secured an enriching benefit to themselves at the expense of RadioWV, LLC.

54. By receiving and retaining, and, upon information and belief, intending to continue to receive and retain during the pendency of this action, revenue and royalties from the Jake Kohn – “Dreams” video that are and will be rightly due and owing to RadioWV, LLC, the Defendants have enriched themselves.

55. By receiving and retaining market share in the form of views, followers, and exposure from the Jake Kohn – “Dreams” video that were rightly due and owing to RadioWV, LLC, and which would have manifested with RadioWV, LLC to a greater extent than that has been realized thus far by Appalachia Untold, had the opportunity not been taken by the Defendants, the

Defendants have enriched themselves.

56. As a remedy for this unjust enrichment, RadioWV, LLC is entitled to a judgment for the amount by which the Defendants have benefited; thus, Plaintiff is entitled to the revenue and royalties the Defendants have unjustly retained.

57. Furthermore, because the Defendants' behavior has been willful, wanton, vexatious, and in bad faith, Riffe is entitled not only to consequential and compensatory damages in connection with this cause of action, but also punitive damages and attorney's fees under West Virginia law.

58. As stated in paragraph 51, above, Price and Appalachia Untold are alter-egos of one another; accordingly, Price cannot justly enjoy the benefit of a shield of liability in this instance, and is and ought to be held jointly and severally liable along with his limited liability company for the unjust enrichment described herein.

COUNT THREE – CONVERSION

59. Plaintiff incorporates paragraphs 1 through 58, above, as if fully restated herein.

60. As described above, the Defendants have converted the rightful digital property of RadioWV, LLC—namely, the video and audio clips from which the Jake Kohn – “Dreams” video was created.

61. Additionally, the Defendants have converted and misappropriated the intellectual property that is solely and wholly owned by RadioWV, LLC—namely the intellectual property rights to the “Dreams” music video, in any form, which were assigned to and obtained by the “radiowv” partnership by Jake Kohn himself, and which were assigned to RadioWV, LLC by the Settlement Agreement.

62. Finally, the Defendants have converted a corporate opportunity from RadioWV,

LLC, which has deprived RadioWV, LLC from the increase in market share, views, internet engagement, and followership that it otherwise would have received.

63. These acts by the Defendants would amount to tortious conversion, with or without the existence of the Settlement Agreement's terms obligating Price to return all property to Riffe in his capacity as the sole owner of RadioWV, LLC.

64. As a remedy for these acts of tortious conversion, RadioWV, LLC is entitled to a judgment for the value of the Jake Kohn – "Dreams" video, as that will be determined in discovery, and particular expert discovery, as well as an award for the value of the corporate opportunity that has been taken from RadioWV, LLC.

65. Furthermore, because the Defendants' behavior has been willful, wanton, vexatious, and in bad faith, Riffe is entitled not only to consequential and compensatory damages in connection with this cause of action, but also punitive damages and attorney's fees under West Virginia law.

66. As stated in paragraphs 51 and 58, above, Price and Appalachia Untold are alter-egos of one another; accordingly, Price cannot justly enjoy the benefit of a shield of liability in this instance, and is and ought to be held jointly and severally liable along with his limited liability company for the unjust enrichment described herein.

COUNT FOUR – TORTIOUS INTERFERENCE

67. Plaintiff incorporates paragraphs 1 through 66, above, as if fully restated herein.

68. As stated above, the rights to create, post, and profit from an original music video for Kohn's song "Dreams" contractually belonged to the radiowv partnership.

69. All such rights were assigned to RadioWV, LLC by the Settlement Agreement (and bills of sale that were executed in conjunction therewith).

70. Accordingly, RadioWV, LLC and Jake Kohn have a contract for the production and promotion of the original “Dreams” music video, in whatever form that video would have taken, including the Jake Kohn – “Dreams” music video currently on the Appalachia Untold platforms.

71. The Defendants have interfered tortiously with the contractual and business rights between RadioWV, LLC and Kohn.

72. RadioWV, LLC is therefore entitled to an award for the monetary damages it has sustained as a proximate result of this tortious interference, to be determined in discovery.

73. Furthermore, because the Defendants’ behavior has been willful, wanton, vexatious, and in bad faith, Riffe is entitled not only to consequential and compensatory damages in connection with this cause of action, but also punitive damages and attorney’s fees under West Virginia law.

74. As stated in paragraphs 51, 58, and 66, above, Price and Appalachia Untold are alter-egos of one another; accordingly, Price cannot justly enjoy the benefit of a shield of liability in this instance, and is and ought to be held jointly and severally liable along with his limited liability company for the unjust enrichment described herein.

COUNT FIVE – SLANDER

75. Plaintiff incorporates paragraphs 1 through 74 above, as if fully restated herein.

76. Upon information and belief, based on statements made to Riffe by members of the community, Price, individually, and as a representative of Appalachia Untold, has informed individuals of certain terms of the Settlement Agreement, stating that Price is to receive 45% of all assets and revenue gained by RadioWV, LLC.

77. These statements made by Price are false, as, under the Settlement Agreement,

Price is only to receive 45% of the advertising royalty gained by RadioWV, LLC.

78. Accordingly, by falsely representing the terms of the agreement made between RadioWV, LLC and Price about the revenue due Price, Price has slandered RadioWV, LLC and Riffe, which affects or could affect their reputation and ability to engage competitively in the industry.

79. These acts are willful, wanton, vexatious, and in bad faith; thus, Riffe is entitled not only to consequential and compensatory damages in connection therewith, but also punitive damages and attorney's fees under West Virginia law.

80. Further, as stated in paragraphs 51, 58, 66, and 74 above, Price and Appalachia Untold are alter-egos of one another; accordingly, Price cannot justly enjoy the benefit of a shield of liability in this instance, and is and ought to be held jointly and severally liable along with his limited liability company for the unjust enrichment described herein.

REMEDIES

81. Plaintiff incorporates paragraphs 1 through 80 above, as if fully restated herein.

82. As remedies for the above-listed causes of action, on the bases alleged, the Plaintiff asserts that it is entitled to the following:

- a. Expectancy damages for the amount of advertising revenue and royalties RadioWV, LLC and Riffe would have gained had the Settlement Agreement not been breached by Price, as well as expectancy damages for the value of the followers, views, and engagement RadioWV, LLC and Riffe would have gained had the Settlement Agreement not been breached.
- b. Damages in the amount Price has been unjustly enriched by the revenue and royalties gained by posting a video that was not rightly his.

- c. Additional compensatory and consequential damages to address the pecuniary effect of the damage Price's actions have caused to the RadioWV, LLC's professional reputations and competitive ability in the industry;
- d. Punitive damages arising from the Defendants' repeated and intentional bad acts, which have been done in bad faith, vexatiously, wantonly, and willfully; and
- e. An award of attorney's fees and costs expended in connection with this action, on the basis of Price's breach of the valid and enforceable Settlement Agreement and the basis of Price's bad faith, and willful, wanton, and vexatious acts.

PRAYER

For the reasons above alleged and described, by this Complaint and Application, the Plaintiff, RadioWV, LLC hereby prays that this Court grant it the remedies requested above, including any other award or sanction that this Court deems in the interests of justice appropriate to grant.

Submitted this 13th day of October, 2023.

RADIOWV, LLC,
Plaintiff,

By counsel,

Jonathon C. Stanley w/p new
Jonathon C. Stanley (WV Bar #13470)
Kent J. George (WV Bar #4842)
Mary G. Williams (WV Bar #14306)
ROBINSON & McELWEE PLLC
400 Fifth Third Center
700 Virginia Street East
Charleston, WV 25301
jcs@ramlaw.com
kjc@ramlaw.com
mary.williams@ramlaw.com
304-344-5800

IN THE CIRCUIT COURT OF KANAWHA COUNTY
WEST VIRGINIA

FILED

2023 OCT 13 PM 3:35

copy

CATHY S. GATSON, CLERK
KANAWHA COUNTY CIRCUIT COURT

RADIOWV, LLC, a West Virginia
limited liability company,

Plaintiff,

v.

Case No. 23-C-914

Judge Webster

JOHN D. PRICE,
PRICE HILL RECORDS, LLC dba
APPALACHIA UNTOLD, a West Virginia
limited liability company,

Defendants.

SUMMONS

TO THE ABOVE-NAMED DEFENDANT: JOHN PRICE

114 Pine St.
Dunbar, WV 25064

IN THE NAME OF THE STATE OF WEST VIRGINIA, you are hereby summoned and required to serve upon Jonathon C. Stanley, Esquire, Kent J. George, Esquire, and Mary G. Williams, Esquire, counsel for the Plaintiff RadioWV, LLC, whose address is 400 Fifth Third Center, 700 Virginia Street East, Charleston, West Virginia 25301, an Answer, including any related counterclaim or defense you may have, to the Complaint filed against you in the above-styled civil action, a true copy of which is hereby delivered to you. You are required to serve your Answer within TWENTY (20) days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Petition and you will be thereafter barred from asserting in another action any claim you may have, which must be asserted by counterclaim in the above-styled civil action.

DATED: 10/13/23

Cathy S. Gatson, Clerk

CLERK OF THE COURT

By APugh

Please serve:

John Price
114 Pine St.
Dunbar, WV 25064

IN THE CIRCUIT COURT OF KANAWHA COUNTY
WEST VIRGINIA

FILED

2023 OCT 13 PM 3:35

CATHY S. GATSON, CLERK
KANAWHA COUNTY CIRCUIT COURT

RADIO WV, LLC, a West Virginia
limited liability company,

Plaintiff,

v.

JOHN D. PRICE,
PRICE HILL RECORDS, LLC dba
APPALACHIA UNTOLD, a West Virginia
limited liability company,

Defendants.

Case No. 23-C-916

Judge Webster

SUMMONS

TO THE ABOVE-NAMED DEFENDANT: PRICE HILL RECORDS, LLC
114 Pine St.
Dunbar, WV 25064

IN THE NAME OF THE STATE OF WEST VIRGINIA, you are hereby summoned and required to serve upon Jonathon C. Stanley, Esquire, Kent J. George, Esquire, and Mary G. Williams Esquire, counsel for the Plaintiff Radio WV, LLC, whose address is 400 Fifth Third Center, 700 Virginia Street East, Charleston, West Virginia 25301, an Answer, including any related counterclaim or defense you may have, to the Complaint filed against you in the above-styled civil action, a true copy of which is hereby delivered to you. You are required to serve your Answer within TWENTY (20) days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Petition and you will be thereafter barred from asserting in another action any claim you may have, which must be asserted by counterclaim in the above-styled civil action.

DATED: 10-13-23

Cathy S. Gatson, Clerk

CLERK OF THE COURT

By Pugh

Please serve:

Price Hill Records, LLC
114 Pine St.
Dunbar, WV 25064

23c-91b

FILED

CP

2023 OCT 13 PM 3:35

CATHY S. GATSON, CLERK
KANAWHA COUNTY CIRCUIT COURT

7020 1810 0001 5848 3389

U.S. Postal Service™
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