

**IN THE CIRCUIT COURT OF NEW MADRID COUNTY, MISSOURI  
THIRTY-FOURTH JUDICIAL CIRCUIT**

SHAWN HINKLE  
R&S GREEN FARMS, LLC  
RICHARD GREEN  
SAMANTHA GREEN  
JESSIE BRIDWELL,

Plaintiffs,

v.

TYSON FOODS, INC.,  
TYSON CHICKEN, INC.,  
TYSON SALES & DISTRIBUTION, INC.,  
MARK AVERY, and  
MICHAEL FULLER

Defendants.

**JURY TRIAL DEMAND**

Case No. 24NM-CV00313

**AMENDED PETITION**

Plaintiffs Shawn Hinkle, R&S Green Farms, LLC, and Jessie Bridwell (at times referred to collectively as “**Plaintiffs**”) submit the following Amended Petition against Defendants Tyson Foods, Inc., Tyson Chicken, Inc., Tyson Sales & Distribution, Inc., Mark Avery, and Michael Fuller (“**Defendants**”), and allege the following upon knowledge and belief, and investigation of counsel:

**I. BACKGROUND**

1. From January 1998 until late 2023, Tyson Foods, Inc, Tyson Chicken Inc., and Tyson Sales and Distribution, Inc (sometimes referred to collectively as the “**Tyson Companies**”) operated a vertically integrated chicken production system based in Stoddard County, Missouri.

2. Under this vertically integrated chicken production system, the Tyson Companies owned all chickens throughout the hatching, growing, and slaughter process.

3. Instead of investing in the land, facilities, and labor needed to raise their chickens, the Tyson Companies developed a business model of entering into arrangements with farmers, like Plaintiffs, to care for and grow the chickens. These farmers, in turn, and based on the Tyson Companies' representations, were induced to invest millions of dollars in capital needed to build and maintain chicken houses (pursuant to the Tyson Companies' specifications), own and maintain the land where the chicken houses are located (pursuant to the Tyson Companies' specifications), purchase the equipment required to care for the chickens (pursuant to the Tyson Companies' specifications), and pay for the labor needed to successfully care for the chickens until the chickens were of egg production age (pursuant to the Tyson Companies' specifications). The Tyson Companies eventually processed the chickens at their chicken processing plant in Dexter, Missouri (hereafter "**Dexter Complex**" and/or "**Dexter Plant**").

4. Farmers, like Plaintiffs, made these significant investments of millions of dollars based on Defendants' representations of what Plaintiffs should expect to earn<sup>1</sup> and repeated promises that the Tyson Companies would continue to operate the Dexter Plant in Stoddard County for years to come.

5. Farmers, including Plaintiffs, financed the chicken houses (built to Tyson's specifications) through "poultry banks." The poultry loans were risk-free to Tyson, and largely risk-free to the banks because they were guaranteed through various government programs.

6. Tyson's model—inducing farmers to build Tyson's chicken houses with financing from government-backed loans—shifted financial exposure and risk from Tyson and the poultry banks and placed it firmly on the backs of farmers and American taxpayers.

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<sup>1</sup> Defendants' tactics are not new. Since at least the mid-1980s, "Tyson field men visited local ranchers and landowners with brochures and cash-flow sheets, enticing them to borrow outsized mortgages[.]" Christopher Leonard, *THE MEAT RACKET* at 26 (2014).

7. The foundation of the Tyson model is the exploitation of the American farmer and subsidization by the American taxpayer.

8. The chicken houses built to Tyson's specifications and financed through poultry loans could be used for one thing and one thing only: Raising chickens for slaughter at Tyson's plant in Dexter.

9. Each named Plaintiff contracted with the Tyson Companies to care for Tyson's hens and cockrells for the production of fertile eggs that are hatched into chicks at the Tyson Companies' Hatchery in Dexter, Missouri and later grown into broiler chickens for slaughter. The terms of all contracts between Plaintiffs and the Tyson Companies were adhesion contracts that were identical in their terms, with the only exception being the contract start date and end dates.

10. Critical to Tyson's model is control over the farmer. In a 2018 Report, the Office of Inspector General of the Small Business Administration concluded that chicken integrators, like Tyson, "exercise comprehensive control over the growers through a series of mandates and restrictions, management agreements, operating procedures, oversight, inspections, and market controls that overcame practically all of the grower's ability to operate their businesses independent of integrator [Tyson] mandates." Small Business Administration Office of Inspector General, Evaluation of SBA 7(A) Loans Made to Poultry Farmers, Report No. 18-13, at 7 (Mar. 6, 2018) ("OIG Report").

11. Tyson also achieved total control over the farmers by keeping tabs on Plaintiffs' bank loans and debt through regular contact with the poultry banks. Under Tyson's model, Tyson paid the poultry banks directly from the amounts that Tyson owed to the farmer, and then Tyson decided how much, if any, to pay the farmer.

12. In addition to appreciating the benefits of the millions of dollars of investments by farmers like Plaintiffs, the Tyson Companies also enjoyed the benefit of Plaintiffs (not Tyson) being liable for potential violations of federal and state law, liability for environmental damages, premises liability, worker injuries, public nuisance, and other liabilities in connection with the operations of the vertically integrated chicken production system in Stoddard County.

13. It was not just chicken farmers who put everything on the line for Tyson. Hundreds of people worked in the Dexter Plant, and dozens of companies supplied various materials and services to the plant.

14. The Tyson chicken processing plant was the lifeblood of the community in Stoddard County.

15. But after operating in Stoddard County for years, the Tyson Companies on August 7, 2023, announced—contrary to their repeated statements and assurances to Plaintiffs and others about their long-term plans to do business in Stoddard County—that all operations at the Dexter Plant would stop in October 2023.

16. The Tyson Companies had known for a significant period of time—and prior to causing Plaintiffs to make additional investment and incur additional debts—that operations at the Dexter Complex would likely stop by 2023-2024.

17. Defendants broke their word and caused massive damage to the farmers, like Plaintiffs, who had trusted and reasonably relied on the Tyson Companies.

18. Tyson's announcement that it was closing the Dexter Plant was met with immediate scrutiny from Missouri's elected officials, including United States Senator Josh Hawley and Missouri Attorney General Andrew Bailey. These men raised serious concerns that Tyson's

closing of the Dexter Plant would destroy the local economy, eliminate hundreds of jobs, and wipe out families who had built chicken farms with borrowed money to meet Tyson’s specifications.

19. Senator Hawley and AG Bailey warned Tyson not to take any steps to prevent a competitor from acquiring the Dexter Plant. They made clear that any attempt by Tyson to prevent a chicken processor from acquiring the Dexter Plant would violate Missouri law.

20. Senator Hawley obtained specific commitments from Tyson’s CEO, Donnie King, that Tyson would not prevent a competitor (another chicken processor) from acquiring the Dexter Plant. Senator Hawley reported his conversation in a September 15, 2023, social media post:



21. AG Bailey echoed Senator Hawley in an October 3, 2023, letter to Tyson’s CEO, stating that it is “paramount that you do everything in your power to either keep the facilities open or sell to any interested party, including a competitor.” The letter went on to explain that a refusal to sell the Dexter Plant to a competitor would violate Missouri law.

22. Upon information and belief, Congressman Jason Smith, whose district covers Southeast Missouri, obtained similar commitments from Tyson—specifically, that Tyson would not take any steps to prevent a competitor from acquiring the Dexter Plant.

23. Just like Tyson broke its word to farmers, Tyson broke its word to Senator Hawley, Representative Smith, and AG Bailey.

24. At the same time Tyson was making commitments to Missouri public officials, Tyson's internal documents prove that it **Redacted**

**Redacted** In an internal document, Tyson expressly stated its plan was to "**Redacted** **Redacted**" (Emphasis added.)<sup>2</sup>

25. Tyson **Redacted** and sold the Dexter Plant to Cal-Maine Foods, Inc., a non-competitor that only produces table eggs and does *not* process chickens.

26. Selling to Cal-Maine—a seller of table eggs (not fertile eggs) that does not slaughter chickens—decimated former Tyson chicken farmers, like Plaintiffs, whose farms were financed and built exclusively for the chicken slaughter system. Plaintiffs' farms were not built to grow table eggs, which is an entirely different grow process.

27. The sale to Cal-Maine also destroyed the livelihood of hundreds of plant employees who worked at the Dexter Complex. When Tyson ran the Dexter Plant as a chicken processor, the plant had 683 employees. Under Cal-Maine's table egg operation, the plant will require just 96 employees (assuming Cal-Maine ever starts operation of the plant).

28. Because of Tyson, Stoddard County will not just experience a severe economic downturn for the near future. Rather, because of the deal that Tyson struck with Cal-Maine, Stoddard County's economy will suffer for the next 25 years.

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<sup>2</sup> Defendants have marked almost all documents produced in this case as "confidential" under the Protective Order. The documents are not "confidential," but they are damning evidence, which is why Tyson wants to shield this information from the public. Until Defendants or the Court lifts Tyson's "confidential" stamp, Plaintiffs must redact the purportedly "confidential" information from pleadings. Plaintiffs do so reluctantly because court proceedings in Missouri are presumptively open and accessible to the public.

29. In the contract between Tyson and Cal-Maine, the parties stipulated to a 25-year “Property Use Agreement.” The Property Use Agreement between Tyson and Cal-Maine is referenced in a document titled “Memorandum of Understanding” filed publicly with the Stoddard County Recorder of Deeds.

30. Tyson did *not* file the Property Use Agreement with the Stoddard County Recorder of Deeds. In fact, the Property Use Agreement expressly states “[Redacted]” (Underline in the original.) This is because Tyson does not want the public, including Missouri’s elected officials, to know the terms of the Property Use Agreement.

31. There is a simple reason for that: The Property Use Agreement [Redacted] [Redacted] [Redacted] applies for 25 years.

32. For more than a generation, [Redacted] [Redacted]—built because of Tyson’s false promises, per Tyson’s specifications, and with money borrowed from Tyson’s “poultry banks”—[Redacted]. As stated in the 2018 Report of the SBA’s Office of Inspector General, “without an integrator contract, the [chicken] houses themselves are worthless.” OIG Report at 8 (quoting a poultry lender).

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<sup>3</sup> The Property Use Agreement provides that it “[Redacted] [Redacted]” Under Missouri law, “meat” means “any edible portion of livestock, poultry, or captive cervid carcass or part thereof,” § 265.300(7), and “meat product” means “anything containing meat intended for or capable of use for human consumption, which is derived, in whole or in part, from livestock, poultry, or captive cervids,” *id.* at (8).

33. Following Tyson’s announcement that it would sell the Dexter Plant to Cal-Maine (a non-competitor), Tyson and Cal-Maine worked together to convince Plaintiffs to sign a new agreement with Cal-Maine to grow table eggs (rather than fertile eggs).

34. The new Cal-Maine agreement would require Plaintiffs to take out hundreds of thousands of dollars in new loans to retrofit their chicken farms to meet Cal-Maine’s specifications and grow table eggs (rather than fertile eggs).

35. The new Cal-Maine agreement also would require Plaintiffs to double their farm labor and accept a lower price-per-dozen-eggs than Tyson had paid under its contract with Plaintiffs.

36. In short, under the new Cal-Maine agreement pushed by Tyson and Cal-Maine, Plaintiffs would have to operate their farms at a loss. The deal makes no financial sense—at least not for farmers.

37. Most insulting, the new Cal-Maine agreement requires Plaintiffs to release all claims they have against all *Tyson* companies and employees. The release provision of the Cal-Maine agreement provides:

(d) Release of Tyson by Producer. For and in consideration of this novation on the Effective Date by Tyson to Cal-Maine of this Agreement, Producer, on its behalf and on behalf of its heirs, executors, administrators, parents, subsidiaries, affiliates, successors, and assigns, hereby releases, acquits, and forever discharges Tyson and any and all of its parents, subsidiaries, affiliates, successors, and assigns, and its and their respective officers, directors, shareholders, predecessors, successors, agents, employees, representatives, attorneys, assigns, sureties, and insurers (individually and collectively, “Released Tyson Entities”), effective as of the Effective Date, from any and all claims, demands, judgments, liabilities, obligations, costs, expenses, actions, and causes of action, of whatever kind or nature, known or unknown, liquidated or unliquidated, absolute or contingent, suspected to exist or not suspected to exist, and anticipated or not anticipated which have arisen, are now arising, or hereafter may arise against the Released Tyson Entities, excluding those arising under this Section 7 of this Agreement or Section 1 of the Egg Production Contract. This Agreement shall not be construed as an admission of liability on the part of Released Tyson Entities, such liability being expressly denied. This Agreement is made and received in full, final, and complete settlement and satisfaction of all claims by Producer against Released Tyson Entities, including any and all claims for contribution or indemnity by third parties, excluding claims arising under Section 7 of this Agreement or Section 1 of the Egg Production Contract. Producer shall not institute, prosecute, or, in any way, voluntarily aid in the institution or prosecution of any claim, demand, action, or cause of action, at law or in equity, against any of the Released Tyson Entities, excluding those arising under Section 7 of this Agreement or Section 1 of the Egg Production Contract.



38. There is no legitimate business explanation for why Cal-Maine, a separate company that just acquired the Dexter Plant from Tyson, would need or even want Plaintiffs to release their claims against *Tyson*. What's in it for Cal-Maine?

39. The fact that Tyson convinced Cal-Maine to include a release of *Tyson* in Cal-Maine's new farmer agreement makes two things clear: *First*, Tyson knows it broke the law and owes substantial damages to poultry farmers, including Plaintiffs. *Second*, Tyson and Cal-Maine—though ostensibly two separate companies—are working together to further a joint common interest.

40. During the period that Tyson *and* Cal-Maine worked to push the new Cal-Maine agreement (with the Tyson release) on Plaintiffs, Tyson gathered Plaintiffs' debt information from the poultry banks. For example, in an email dated February 23, 2024 (after this lawsuit was filed), one of Tyson's outside lawyers contacted Plaintiff Hinkle's bank asking for the "payoff amount" of Hinkle's loan. By knowing the debt amounts, Tyson knew how much it could squeeze Plaintiffs.

## II. PARTIES

41. Plaintiff Shawn Hinkle is an individual who at all times relevant herein resided in Madison County, Missouri who operated two (2) separate farms to produce fertile eggs for the Tyson Companies, farm #6530 (comprised of barns #3 & #4) and farm #6523 (comprised of barns #1 & #2).

42. Plaintiff R&S Green Farms, LLC is a Limited Liability Company organized under the laws of the State of Arkansas, with its principal place of business being 763 Malone Road, Maynard, Arkansas, who operated three (3) separate farms to produce fertile eggs for the Tyson Companies, farm #6537 (comprised of barns #1 & #2), farm #6538 (comprised of barns #3 & #4) and farm #65339 (comprised of barns #5 & #6).

43. Plaintiffs Richard Green and Samantha Green are individuals who at all times relevant herein resided in Randolph County, Arkansas and were the exclusive members of R&S Green Farms, LLC holding 100% ownership of the same (hereinafter Plaintiffs R&S Green Farms, LLC, Richard Green and Samantha Green are collectively referred to as “Green”).

44. Plaintiff Jessie Bridwell is an individual who at all times relevant herein resided in Clay County, Arkansas and operated two (2) separate farms to produce fertile eggs for the Tyson Companies, farm #6542 (comprised of barns #3 & #4) and farm #6541 (comprised of barns #1 & #2).

45. Defendant Tyson Foods, Inc is a corporation formed under the laws of the State of Delaware having its principal place of business at 2200 W Don Tyson Pkwy # CP131, Springdale, Arkansas.

46. In Stoddard County, at 1001 East Stoddard Street, Dexter, Missouri, there is a large chicken processing plant that for years had slaughtered and processed live chickens for human consumption operating under USDA Grant of Inspection # M7089+P7089 registered in the name of Tyson Foods, Inc.

47. The USDA Grant of Inspection # M7089+P7089 is held under the name of Tyson Foods, Inc. and is registered as doing business as (DBA) Tyson Chicken, Inc and/or Tyson Sales and Distribution, Inc.

48. Defendant Tyson Chicken, Inc is a corporation formed under the laws of the State of Delaware having its principal place of business at 2200 W Don Tyson Pkwy # CP131, Springdale, Arkansas. It is a wholly owned subsidiary of Tyson Foods, Inc. and at all times relevant herein operated the Dexter Complex which included but was not limited to a chicken hatchery, chicken feeding operation, feed mill, and chicken processing plant in Stoddard County Missouri.

49. Defendant Tyson Sales & Distribution, Inc is a corporation formed under the laws of the State of Delaware having its principal place of business at 2200 W Don Tyson Pkwy # CP131, Springdale, Arkansas. It is a wholly owned subsidiary of Tyson Foods, Inc. and at all times relevant herein operated the Dexter Complex which included but was not limited to a chicken hatchery, chicken feeding operation, feed mill, and chicken processing plant in Stoddard County Missouri.

50. Hudson Foods, Inc was formerly a corporation formed under the laws of the State of Delaware having merged with Tyson Foods, Inc. In that merger, Tyson Foods, Inc. was designated as the surviving corporation of the merger and the separate existence of Hudson Foods, Inc has ceased. At all times relevant herein Hudson Foods, Inc. was the record title owner in fee of: 1) the chicken processing plant at 1001 East Stoddard Street, Dexter, Missouri and 2) a separate building located at 19597 State Highway E, Bloomfield, Missouri, in which Tyson Foods, Inc, Tyson Chicken, Inc, and/or Tyson Sales and Distribution, Inc managed parts of the Dexter Complex, including but not limited to the feed mill and chicken broiler growing operation in Stoddard County Missouri. That pursuant to §351.450(4) R.S. Mo. the ownership in fee of both properties vested in the surviving corporation, Tyson Foods, Inc., upon the merger.

51. Defendant Mark Avery is an individual residing in Stoddard County, Missouri and all times relevant herein Defendant Mark Avery (“**Avery**”) was an employee and agent of the Tyson Companies in a supervisory and/or management role, including but not limited to the position of Complex Manager of the Dexter Complex and Vice President.

52. Defendant Michael Fuller (“**Fuller**”) is an individual residing in Butler County, Missouri and at all times relevant herein was an employee and agent of the Tyson Companies in a

supervisory and/or management role, specifically the manager of the Egg Production/Layer house growing operation.

53. Defendants Mark Avery and Michael Fuller at all times relevant herein were employees and agents of the Tyson Companies.

54. All representations, communications, non-disclosures, concealments and any other act herein described that were committed by Avery and/or Fuller were committed within the course and scope of their employment with the Tyson Companies.

55. All representations, communications, non-disclosures, concealments and any other act herein described that were committed by Avery and/or Fuller were committed to further the business and business interests of their employer, the Tyson Companies.

56. All representations, communications, non-disclosures, concealments and any other act herein described that were committed by Avery and/or Fuller were committed under the general authority of and at the direction of the Tyson Companies.

57. All representations, communications, non-disclosures, concealments and any other act herein described that were committed by Avery and/or Fuller naturally arose from the performance of Avery and/or Fuller's employment responsibilities.

### **III. JURISDICTION AND VENUE**

58. Jurisdiction is proper in this Court because Defendants Avery and Fuller reside in and are citizens of Missouri. The Tyson Companies each do substantial business in Stoddard County, and they own and manage property in Stoddard County, and jurisdiction is also plainly proper as to them.

59. Venue is proper in this Court because while Plaintiffs were injured and executed contracts in Stoddard County, Defendants transferred venue to this Court and New Madrid County.

60. Because Plaintiffs were engaged exclusively as producers of fertile chicken eggs that were intended exclusively to be hatched into live chickens and Plaintiffs make no claim under federal law, the venue provisions of 7 U.S.C 197(b) do not apply to this Amended Petition and venue is proper in this Court. *See Volentine v. Raeford Farms of La., LLC*, No. 09-cv-1865, 2010 U.S. Dist. LEXIS 16601 (W.D. La. Feb. 24, 2010); *Three "S" Farms v. Plymouth Capital (In re Chi-Mar Foods)*, 207 B.R. 594 (Bankr. N.D. Ill. 1997).

#### **IV. FACTUAL ALLEGATIONS COMMON TO ALL COUNTS<sup>4</sup>**

61. The Tyson Companies operated the Dexter Complex in Stoddard County, Missouri for over twenty years.

62. Under their system, the Tyson Companies contracted with growers to raise their brooder hens that produced fertile eggs that the Tyson Companies, in turn, hatched at their hatchery in Stoddard County, Missouri.

63. The Tyson Companies then moved those hatched chickens at a specified age to broiler farms that were contracted with the Tyson Companies to grow those chickens to slaughter age with feed, medication, and veterinary services supplied by the Tyson Companies.

64. Upon the chickens reaching slaughter age and weight, the Tyson Companies slaughtered and processed those chickens at its chicken processing plant in Dexter, Missouri.

65. The joint operation of this vertically integrated system in Stoddard County was operated under the name “Tyson of Dexter.” Each facet of the vertically integrated system in the Dexter Complex—whether brooder houses, the hatchery, the mill, the broiler houses, or the chicken processing plant—was necessary for Tyson’s model to function. Tyson of Dexter and the

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<sup>4</sup> Plaintiffs expressly incorporate all foregoing paragraphs into Section IV-Factual Allegations Common to All Counts.

Dexter Complex was a single unified operation that was conducted by Defendants Tyson Foods, Inc., Tyson Chicken, Inc, and Tyson Sales and Distribution, Inc. individually and collectively.

66. Broiler chickens account for nearly all domestic chicken consumption. There was a time, many years ago, when chicken farmers could be fairly characterized as independent businesses. But it has been decades since farmers like the Plaintiffs could sell flocks of chickens at an open market or control their growing operations.

67. The Tyson Companies and their competitors have transformed the chicken processing industry by concentrating the market such that a small number of integrators, who own the eggs, birds, processing plants and contracts for sale, control more than ninety percent (90%) of the market.

68. Today, broiler production is concentrated into localized networks of production dominated by vertically integrated poultry companies.

69. The Tyson Companies enter into poultry growing arrangements with thousands of growers that are mainly small, family-owned operations, that provide the Tyson Companies with broiler grow-out services until the birds reach slaughtering weight.

70. The Tyson Companies typically enter into poultry growing arrangements with growers whose operations are within 50 miles of the processing plants, which means that if the Tyson Companies' plant is the only plant within 50 miles, growers in that area can only grow for the Tyson Companies. In the area of Dexter, Missouri and throughout the area of the Dexter Complex there is no other processing plant within 50 miles so all chicken farmers within the Dexter Complex cannot grow chickens for any other company except the Tyson Companies.

71. Defendant Tyson Companies control every aspect of how their chickens are treated and raised, although they do not care for the birds themselves.

72. Defendants entirely control the grow-out process, including: the genetics of the hens and cockerels; the amount, type and timing of the pullets being delivered; the composition, amount, and delivery schedule of feed; the distribution of medical services and medication to the chickens; the structure, temperature, ventilation, lighting duration, and other aspects controlling the environment of the chicken houses; the decision of whether to cull or condemn; the length of time that growers are permitted to raise the hens and cockerels; the time, method, and manner that eggs will be picked up for processing; the time between when eggs are picked up and when they are evaluated for pay value to Plaintiffs; the disposal method of birds and their excrement by the growers; among other things.

73. The Tyson Companies gave all farmers, including Plaintiffs, extensive instructions on how work was to be done and demanded strict adherence to the Tyson Companies' "recommended" best animal management practices, including extensive "recommendations" regarding lighting, brooding, watering, ventilation and bedding, as well as company approved methods for mortality management.

74. Plaintiffs had absolutely no discretion on how to raise the chickens.

75. If they altered the feed in any way, Plaintiffs would have been terminated. If they fed at a different rate of feed, Plaintiffs would have been terminated. If they used any alternative bedding, Plaintiffs would have been terminated. If they altered the schedule when lights were turned on or off, Plaintiffs would have been terminated. If they altered the temperature of the houses, Plaintiffs would have been terminated.

76. The Tyson Companies also retained control over the tools and equipment used to care for the chickens, and if Plaintiffs did not have those specific tools or equipment the Tyson Companies demanded that Plaintiffs obtain those specific tools or equipment.

77. The Tyson Companies directed Plaintiffs where to purchase supplies and services to meet the demands of Tyson.

78. The Tyson Companies exerted enormous financial control over Plaintiffs in that farmers had significant investment in their farms, and the farms could only be used for services to the Tyson Companies alone. As described above, the Tyson Defendants kept close tabs on Plaintiffs' financial condition by, among other things, contacting the "poultry banks" for Plaintiffs' loan and debt information.

79. Plaintiffs had the expectation, based on statements and promises by the Tyson Companies, Avery, Fuller and others, that the relationship with the Tyson Companies would continue so long as the Plaintiffs continued to meet the demands of the Tyson Companies.

80. Before and after entering into contracts with the Tyson Companies, Defendants made promises and representations that their relationship with the Tyson Companies would continue for many years; these representations included financial models and multi-year financial projections presented to Plaintiffs for the purpose of inducing Plaintiffs to make large and expensive investments in new machines and equipment that could only be paid off over a lengthy, multi-year period.

81. Defendants' actions were part of a scheme to keep farmers like Plaintiffs in debt and subordinate to the Tyson Companies' demands. The Tyson Companies knew that the initial cost to build even a single set of houses on one farm cost millions of dollars.

82. Meanwhile, at times that coincided with debt schedule paydowns, to continue exercising control over farmers, Defendants required farmers, including Plaintiffs, to take on massive additional amounts of capital, ranging from several hundred thousand dollars to several



million dollars, to improve or maintain their farms. If the farmers did not bend to the pressure, Defendants stopped supplying the farmers.

83. Farmers were never able to pay off their debts and, as a result, Defendants exerted total control over the farmers, including Plaintiffs.

84. While Defendants enjoyed total control, they had no risk. They did not have to expend the capital to build or maintain the farms, and avoided all liabilities for violations of federal and state law from the operations, avoided liability for environmental damages, premises liability, worker injuries, public nuisance, and other liabilities in connection with these operations.

85. Defendants knew that the Tyson Companies intended to shut down the Dexter Complex well in advance of Plaintiffs investing enormous amounts of money, time, labor, and effort to meet the ever-increasing demands of the Tyson Companies.

86. For example, on November 15, 2021, the Tyson Companies in their 2021 10-K filing with the Securities and Exchange Commission and corresponding earnings call stated that they had “identified” and “targeted” \$1 billion in reoccurring savings year to year as a part of their new “Productivity Program” to be carried out during FY2022 and FY2023. The Tyson Companies did not inform Plaintiffs, however, that closure of the Dexter Complex was part of the \$1 billion “savings.” To the contrary, the Tyson Companies, Avery, and Fuller continued to represent that the Dexter Complex would remain in operation for years to come.

## **V. DEFENDANTS’ SCHEME HARMED PLAINTIFFS**

### **A. Plaintiff Shawn Hinkle**

87. Plaintiff Shawn Hinkle (“Hinkle”) operated two (2) Egg Production Farms comprised of four (4) separate barns serving the Tyson Companies since January 22, 2014.

88. Plaintiff Hinkle, at the demands of and based on the representations of the Tyson Companies, as conveyed to Plaintiff Hinkle through Defendants Avery and Fuller and others, spent large sums of money, time, labor, opportunity costs, and effort to improve their family chicken farms to meet the demands and expectations of the Tyson Companies. This included the specific expenditure of over two-hundred thousand dollars (\$200,000.00) to install new nesting boxes just a few months before Defendants announced the closure of the Dexter Complex. At the time of this expenditure by Hinkle, the Tyson Companies threatened to terminate Hinkle's relationship with them if Hinkle did not take on this new debt. Specifically, Michael Fuller told Hinkle that he had no choice but to spend the money on the new nesting boxes or he would have no way to pay for his farm and Hinkle would lose everything.

89. Hinkle's chicken house farm is built upon his loans secured by a multi-generational family farm and the American taxpayer through government programs.

90. The Tyson Companies, Avery and Fuller demanded that Plaintiff Hinkle spend these massive amounts of money to comply with the Tyson Companies' requirements for continued business with them. The Tyson Companies, Avery and Fuller represented that these mandatory upgrades and changes were necessary before the Tyson Companies would continue to do business with Plaintiff Hinkle.

91. The Tyson Companies, Avery and Fuller threatened to withhold chicks if Plaintiff Hinkle did not agree to make these additional, unreasonable expenditures.

92. It would take Plaintiff Hinkle many years of operation under Tyson's system to recoup these investments that were required by the Tyson Companies, and each Defendant knew that fact and even presented that information to Plaintiff Hinkle.

93. When Defendants presented multi-year projections and models to Plaintiff Hinkle, they either knew such information to be false when made or presented it to Plaintiff with reckless disregard for the truth or falsity of that information.

94. Indeed, the falsity of Defendants' statements, representations, and promises was revealed on August 7, 2023, when the Tyson Companies informed Plaintiffs that they would close the Dexter Plant and stop using the services of Plaintiffs. Plaintiffs were defrauded, and their farms now have little to no value.

95. At no point before August 7, 2023 did any of the Tyson Companies, Avery or Fuller (and others) inform any Plaintiff that the Tyson Companies would close their Stoddard County operations. If Defendants had done so, Plaintiffs would not have invested substantial money, time, labor, opportunity costs and effort to meet Defendants' demands.

**B. Plaintiff R&S Green Farms, LLC, Richard Green & Samantha Green**

96. Plaintiffs R&S Green Farms, LLC, Richard Green, and Samantha Green ("Green") operated three (3) Egg Production Farms comprised of six (6) separate barns serving the Tyson Companies since March 12, 2020.

97. Plaintiff Green, at the demands of and based on the representations of the Tyson Companies, as conveyed to Plaintiff Green through Defendants Avery and Fuller and others, spent large sums of money, time, labor, opportunity costs, and effort to improve their family chicken farms to meet the demands of the Tyson Companies,

98. The Tyson Companies, Avery and Fuller demanded that Plaintiff Green spend these massive amounts to comply with the Tyson Companies' requirements for continued business with them.

99. The Tyson Companies, Avery and Fuller threatened to withhold chicks if Plaintiff Green did not agree to make these additional, unreasonable expenditures.

100. It would take Plaintiff Green many years of operation under Tyson's system to recoup these investments that were required by the Tyson Companies, and each Defendant knew that fact and even presented that information to Plaintiff Green.

101. When Defendants presented these multi-year projections and models to Plaintiff Green, they either knew such information to be false when made or presented it to Plaintiff with reckless disregard for the truth or falsity of that information.

102. Indeed, the falsity of Defendants' statements, representations, and promises was revealed on August 7, 2023, when the Tyson Companies informed the Plaintiffs that they were shutting down Stoddard County operations and would no longer use the services of Plaintiffs. As a result, Plaintiffs' farms now have little to no value.

103. At no point prior to August 7, 2023, did any of the Tyson Companies, Avery or Fuller inform any Plaintiff that the Tyson Companies would close their Stoddard County operations. If they had done so, Plaintiffs would have not have invested substantial money, time, labor, opportunity costs and effort to meet the demands of the Tyson Companies.

### **C. Plaintiff Jessie Bridwell**

104. Plaintiff Jessie Bridwell ("Bridwell") operated two (2) Egg Production Farms comprised of four (4) separate barns serving the Tyson Companies since January 27, 2022.

105. Plaintiff Bridwell, at the request and demands of, and based on the representations of, the Tyson Companies, as conveyed to Plaintiff Bridwell through Defendants Avery and Fuller and others, spent large sums of money, time, labor, opportunity costs, and effort to improve their family chicken farms to meet the demands and expectations of the Tyson Companies, including

but not limited to the specific expenditure of over two-million, six-hundred thousand dollars (\$2,600,000.00) to construct new egg production chicken houses, after November 15, 2021.

106. The Tyson Companies, Avery and Fuller demanded that Plaintiff Bridwell spend these massive amounts of money to comply with the Tyson Companies' requirements for continued business with them.

107. The Tyson Companies, Avery and Fuller threatened to withhold chicks if Plaintiff Bridwell did not agree to make these additional expenditures.

108. It would take Plaintiff Bridwell many years of operation under Tyson's system to recoup these investments that were required by Tyson, and each Defendant knew that fact and even presented that information to Plaintiff Bridwell.

109. When Defendants presented these multi-year projections and models to Plaintiff Bridwell, they either knew such information to be false when made or presented it to Plaintiff with reckless disregard for the truth or falsity of that information.

110. Indeed, the falsity of Defendants' statements, representations, and promises was revealed on August 7, 2023, when the Tyson Companies informed the Plaintiffs that they would cease their Stoddard County operations and stop using the services of Plaintiffs. As a result, Plaintiffs' farms now have little to no value and they were defrauded to incur significant debt to make unneeded investments in their farms.

111. At no point prior to August 7, 2023, did any of the Tyson Companies, Avery or Fuller inform any Plaintiff that the Tyson Companies would close their Stoddard County operations. If they had done so, Plaintiffs would have not invested substantial money, time, labor, opportunity costs and effort to meet the demands of the Tyson Companies.

#### **D. Defendants' Scheme and Representations**

112. As set forth above, the Tyson Companies have dealt with Plaintiffs for years, and during that time the Tyson Companies repeatedly entered into arrangements for Plaintiffs' continued operations with the Tyson Companies.

113. Repeated agreements for continued operations that would routinely be renewed were the regular and standard practice of the Tyson Companies with regard to chicken farmers in the Dexter Complex.

114. Representations by the Tyson Companies, Avery, and Fuller, as well as other employees and agents of the Tyson Companies, induced Plaintiffs to believe that so long as they continued to spend money, time, effort and opportunity costs to meet the demands of the Tyson Companies, the Tyson Companies would continue to use Plaintiffs' family chicken farms for many years to come, just as Tyson had done with area farmers for decades prior.

115. In the months and years leading up to August 7, 2023, the Tyson Companies, Avery and Fuller routinely made representations to farmers (like Plaintiffs) that their agreements would be continued for years to come if their farms remained in compliance with the demands of the Tyson Companies. The Tyson Companies, Fuller, and Avery knew these representations were false when made or, at a minimum, the Defendants were reckless in making the false representations.

116. The Tyson Companies used agreements for continued operations combined with their representations that the Tyson Companies would continue operations for many years well beyond the length of those agreements to induce chicken farmers to amortize their loans on their farms for terms that were much longer than their agreements.

117. In particular, the Tyson Companies, Avery, and Fuller furnished farmers (including Plaintiffs) with projected Profit and Loss statements that used a 15-year amortization on projected debt that would result from the required improvements. In doing so, Defendants induced farmers (including Plaintiffs) to enter into loans that had 15-year pay-off schedules.

118. Upon information and belief, the Tyson Companies, Avery, and Fuller knew well in advance of the August 7, 2023, announcement of the closure of the Dexter processing plant that they would close the plant and thereby substantially harm the value of local farms. But Defendants failed to disclose this fact to Plaintiffs and continued to induce them to spend large amounts of money, time and effort on their farms to stay in compliance with the demands of the Tyson Companies, even though the Tyson Companies had no intention of continuing operations with them and, instead, intended to shutter the Dexter Complex.

119. Not only did Defendants fail to disclose their intentions to close the plant, but the Tyson Companies actively concealed their intentions to close the Dexter chicken processing plant.

120. Upon information and belief, Defendant Mark Avery and/or Michael Fuller knew of the intentions of the Tyson Companies to close the Dexter Plant and participated in the active concealment of those intentions, failed to disclose those intentions to farmers they communicated with, including Plaintiffs, and thereby fraudulently induced the farmers to continue to spend large amounts of money, time and effort on their chicken farms.

121. In particular, the following facts indicate Defendants' advance knowledge of their secret intentions to close the Dexter Plant. Defendant Mark Avery is close friends with Dr. Terry Demaree, who is the sole member of DocMo Farms, LLC. That entity had done business with Tyson for 14 years. But DocMo Farms sold its broiler houses after Plaintiffs believe the Tyson Defendants decided internally that they would be closing the Dexter Complex but before the

closure was publicly announced. Upon information and belief, this sale occurred because Defendant Avery (and possibly others) informed Mr. Demaree and DocMo Farms that the Dexter Complex would soon be shuttered by Tyson.

122. Plaintiffs and the other chicken growers who serve the Dexter Complex are, for the most part, small family farmers who are friends and neighbors with each other.

123. Defendants know that the various farmers who dealt with the Dexter Complex regularly communicated with each other.

124. In furtherance of their active concealment and perpetration of the fraud on Plaintiffs, the Tyson Companies, Avery and Fuller made the following representations all the way up until the day of the August 7, 2023, announcement:

- a. issuing letters of intent to other growers in the Dexter Complex promising contracts for construction or improvements of growing houses sent within weeks of the August 7, 2023, announcement;
- b. issuing letters of intent to prospective purchasers assuring them that if they invested millions of dollars to purchase a growing house facility that the Tyson Companies would pay them for raising their chickens for years to come;
- c. publicly holding out incentives for farmers to build new multi-million dollar growing houses, promising to pay large sums of money (upfront and continuing annual payments thereafter) for each square foot of new construction that was completed; and
- d. demanding that farmers retrofit their houses and make extremely costly modifications in order to continue receiving chickens from the Tyson Companies.



125. The Tyson Companies, Avery and Fuller knew these statements and promises would not be honored and were false and inaccurate, but they also knew that the farmers would tell each other about the offers and demands concerning new and continued production as part of their scheme to hide the Tyson Companies' intention to close the Dexter Complex.

126. The Tyson companies knew there would be no use for Plaintiffs' family chicken farms structures once the Tyson Companies abandoned the Dexter Complex. As a result, the Tyson Companies induced Plaintiffs to build and maintain the Tyson Companies' infrastructure exclusively for the Tyson Companies' benefit, that the Tyson Companies (due to their control and undue influence) essentially could (and did) run the farms as their own, and the Tyson Companies appreciated and retained such benefits (among others).

## **VI. DAMAGES**

127. As a result of the allegations above, Plaintiffs have each suffered damages due to Defendants' conduct and are entitled to recover damages from Defendants. Plaintiffs' damages include but are not limited to:

- a. Plaintiffs have suffered monetary damages, including property damage, both real and personal, and other economic and non-economic losses as a result of Defendants' wrongful acts;
- b. Defendants meanwhile amassed huge revenues as a result of their wrongful acts and unlawful business model described in detail above;
- c. The Tyson Companies gained, benefited and appreciated unjust enrichment in numerous respects, including but not limited to: i) the value of the expense incurred by Plaintiffs in building, maintaining and improving the their chicken farms; ii) the avoidance of expense of the capital to build, maintain, and improve Plaintiffs'

farms; iii) the avoidance of all liability for violations of federal and state law from the operations, including liability for environmental damage, premises liability, worker injuries, public nuisance, among others; iv) the enjoyment, benefit and use of the capital they did not have to spend to build or maintain Plaintiffs' chicken farms, including interest on said capital and the opportunity to invest that capital elsewhere to make a profit; and v) the cost-savings, revenues, profits made from their control, undue influence, manipulation of Plaintiffs. It would be inequitable for the Tyson Companies to retain this enrichment, and Plaintiffs are entitled to the disgorgement of the Tyson Companies' unjust enrichment.

- d. The Tyson Companies also gained, benefited and appreciated unjust enrichment, to the detriment of Plaintiffs, from their active concealment of their plans to abandon operations at the Dexter Complex which include, but are not limited to: i) preventing other competing chicken processing companies from learning of the plans and gaining a competitive advantage over the Tyson Companies; ii) preventing other competing chicken processing companies from learning of the plans and allowing Tyson to gain a competitive advantage over the competitors; iii) preventing customers of the Tyson Companies seeking out Tyson's competitors to fill the decreased supply; iv) enjoying the artificially inflated price of chicken products caused by the decrease in supply that the industry could not plan for because Defendants concealed their closure plans; v) artificially inflating the stock price of Tyson; vi) wrongfully obtaining an opportunity for strategic planning related to the future decrease in supply that no other company would have knowledge of; vii) wrongfully affording the Tyson Companies the opportunity to

further extend their anticompetitive control over the poultry market. It would be inequitable for the Tyson Companies to retain this enrichment, and Plaintiffs are entitled to the disgorgement of Tyson Companies' unjust enrichment.

- e. Damages suffered by Plaintiffs due to being required to financially encumber their real and personal property and to convert their real property to a sole use, thereby functionally depreciating their property and devaluing their property. Plaintiffs' real property has been further damaged by contaminants due to the chemicals required by the Tyson Companies to be used and the byproducts related to the growing of Tyson's chickens.
- f. The misrepresentations, omissions, and concealment of material facts and other wrongful acts by Defendants were intentional and deliberate acts and were part of a willful scheme or course of conduct whereby Defendants sought to and did induce Plaintiffs, on the basis of and in reliance upon fraudulent misrepresentations and concealment, to enter into various detrimental agreements as detailed above. Through their scheme, the Tyson Companies amassed large sums of cost-savings, revenues, and profits and gain and their actions were done knowingly and intentionally and constitute intentional, willful, and fraudulent acts.
- g. The acts and omissions, policies, practices, and conduct of the Tyson Companies, Avery, and Fuller, as described in this Amended Petition, rise to the level of wanton, indifferent and/or reckless disregard for the well-being of Plaintiffs and others, and such conduct constituted gross negligence and gross indifference to the welfare of Plaintiffs and others; at the appropriate time and in accordance with

Missouri law, Plaintiffs expect to seek leave to include additional allegations regarding other damages to which they are entitled.

**COUNT I-**  
**FRAUDULENT MISREPRESENTATION (each Defendant):**

128. Plaintiffs incorporate by reference all foregoing paragraphs (and those in other Counts) as if fully set forth herein and further state as follows.

129. As set forth in detail above, the Tyson Companies, Mark Avery and Michael Fuller made material representations to Plaintiffs either knowing they were false or making these material representations recklessly and/or without taking appropriate steps to ensure that the company would carry through on its commitments.

130. The Tyson Companies, Mark Avery and Michael Fuller engaged in fraudulent non-disclosure by not informing Plaintiffs of the intentions of the Tyson Companies to close (or possibly close) the Dexter Complex when the decision was made to do so. As a result of their prior representations, they were under a duty to speak to correct those false statements, but they failed to do so.

131. The Tyson Companies, Mark Avery and Michael Fuller made the false representations and actively concealed their intentions to close the Dexter Complex to induce Plaintiffs to rely on those representations and to spend substantial amounts of money, time, labor, opportunity costs and effort to meet the demands of the Tyson Companies concerning improvements to Plaintiffs' chicken farms. And, because the Tyson Companies failed to abide by their representations and the representations of their agents — including but not limited to Mark Avery, Michael Fuller, and other Tyson representatives — Plaintiffs were injured.

132. The Tyson Companies, Avery and Fuller made false representations and actively concealed their intentions to not continue to do business with Plaintiffs even though the Tyson

Companies, Avery and Fuller had induced Plaintiffs to spend substantial amounts of money, time, labor, opportunity costs and effort to meet the demands of the Tyson Companies.

133. Defendants' fraudulent concealment of material information and material, false representations to Plaintiffs were fraudulent and made for the purpose of deceiving Plaintiffs to perform the acts described herein.

134. The Tyson Companies, Mark Avery and Michael Fuller knew that the representations made were false and/or were made recklessly without regard for the truth or falsity of the representations.

135. Defendants further fraudulently failed to disclose their plan to **Redacted**  
**Redacted** for 25 years.

136. Defendants intended for Plaintiffs to rely on these false representations. Defendants also intentionally, fraudulently, recklessly, or through gross negligence concealed material information for the purpose of deceiving Plaintiffs.

137. Plaintiffs reasonably relied on Defendants' false statements described in this Amended Petition, and Plaintiffs were also subjected to fraudulent concealment and were direct victims of the fraud.

138. Defendants' actions were intentional, willful and wanton, and done toward Plaintiffs with fraudulent, malicious, and oppressive intent.

139. Defendants did intentionally, maliciously, willfully, and wantonly intend to defraud Plaintiffs, by both material false misrepresentations and fraudulent concealment of material facts, and did in fact so defraud Plaintiffs.

140. The fraudulent acts by Defendants, described herein, and Plaintiffs' reliance upon Defendants' fraudulent representations, were both the actual and proximate cause of injury to Plaintiffs.

141. The intentional, reckless and/or grossly negligent and fraudulent acts and omissions of Defendants and the fraud itself constitute a willful, wanton, intentional and malicious disregard for the rights of Plaintiffs, their property, both real and personal, and the rights and property, both real and personal, of the public at large who are dependent upon Defendants to maintain a basic modicum of business standards and societal morality in their dealings with poultry growers. Had Defendants conducted themselves in good faith using ordinary care and even the most basic standards of care and social mores, the injuries suffered by Plaintiffs would not have occurred.

142. The combined effect of Defendants' total disregard for the rights of Plaintiffs, their gross negligence and their outrageously fraudulent and dishonest behavior caused Plaintiffs to suffer damages as described herein throughout and entitles Plaintiffs to recover from Defendants herein an award of damages as will be proven at trial.

WHEREFORE, Plaintiffs pray of this Court for its judgment in favor of Plaintiffs and against all Defendants, jointly and severally, and awarding Plaintiffs their damages incurred herein in an amount that is fair and reasonable in excess of \$25,000.00, for prejudgment and post-judgment interest, for Plaintiffs' attorney fees and costs incurred herein, and for such other relief as this honorable Court deems just and proper.

**COUNT II-**  
**NEGLIGENT MISREPRESENTATION (each Defendant)**

143. Plaintiffs incorporate by reference all foregoing paragraphs (and those in other Counts) as if fully set forth herein and further state as follows.

144. As detailed above, the Tyson Companies, Avery and Fuller made repeated representations to Plaintiffs requiring them to spend substantial amounts of money, time, labor, opportunity costs and effort to meet the demands of the Tyson Companies in exchange for the Tyson Companies to do business with Plaintiffs as detailed throughout this Amended Petition.

145. The Tyson Companies, Avery, and Fuller made those representations with the intent that Plaintiffs rely on those representations in expending substantial amounts of money, time, labor, opportunity costs and effort to meet the demands of the Tyson Companies.

146. Defendants' representations were material to Plaintiffs in spending substantial amounts of money, time, labor, opportunity costs and effort to meet the demands of the Tyson Companies.

147. The representations made by the Tyson Companies, Avery and Fuller were false because the Tyson Companies, for a significant period of time, planned to shutter (or possibly shutter) the operations of the Dexter Complex.

148. Further, Defendants failed to inform Plaintiffs that they would Redacted  
Redacted for the next 25 years.

149. Defendants failed to use ordinary care in making those representations to Plaintiffs by not taking the appropriate steps to ensure the Tyson Companies had the intention and would carry through on their commitments to honor promises made to Plaintiffs and to other farmers associated with the Dexter Complex (which promises and representations Defendants knew would be promptly communicated throughout the farmers connected with the Dexter Complex).

150. The Tyson Companies, Avery and Fuller provided the information in those representations for the guidance of a limited group of persons, specifically the chicken famers in

the Dexter Complex, including Plaintiffs, in a particular business transaction, specifically the purchasing, financing, and use of their farms and chicken houses.

151. The Tyson Companies, Avery and Fuller owed a duty of care to communicate accurate and truthful information to Plaintiffs and other chicken farmers associated with the Dexter Complex.

152. Due to their negligence and failure to use ordinary care as detailed above, Defendants breached their duty and supplied and communicated inaccurate and false information to Plaintiffs and other chicken farmers associated with the Dexter Complex

153. Plaintiffs reasonably relied on the representations made by Defendants in spending substantial amounts of money, time, labor, opportunity costs and effort to meet the demands of the Tyson Companies, and their reliance was reasonable under the circumstances as described in this Amended Petition.

154. The Tyson Companies appreciated benefits from the operation of the Dexter Complex, and Defendants Mark Avery and Michael Fuller personally appreciated the benefits of continued employment with the Tyson Companies, due to the false statements, representations, and promises that all made to Plaintiffs.

155. As a result, Plaintiffs' reliance on those representations made by Defendants, Plaintiffs suffered a pecuniary loss and damages described elsewhere herein.

WHEREFORE, Plaintiffs pray of this Court for its judgment in favor of Plaintiffs and against all Defendants, jointly and severally, and awarding Plaintiffs their damages incurred herein in an amount that is fair and reasonable in excess of \$25,000.00, for prejudgment and post-judgment interest, for Plaintiff's attorney fees and costs incurred herein, and for such other relief as this honorable Court deems just and proper.



**COUNT III**  
**UNJUST ENRICHMENT (each Defendant)**

156. Plaintiffs incorporate by reference all foregoing paragraphs (and those in other Counts) as if fully set forth herein and further state as follows.

157. Defendants' unlawful business model unjustly enriched the Tyson Companies at the expense of Plaintiffs by forcing the farmers to shoulder the massive financial risk of building and maintaining chicken farms. Under the Tyson model, Plaintiffs incurred millions of dollars in capital to build and maintain chicken houses (pursuant to the Tyson Companies' exclusive specifications), owned and maintained the land where the chicken houses are located (pursuant to the Tyson Companies' exclusive specifications), purchased the equipment required to care for the chickens (pursuant to the Tyson Companies' exclusive specifications), and paid for the labor needed to successfully care for the chickens until and while the chickens were of egg production age (pursuant to the Tyson Companies' exclusive specifications).

158. Defendants appreciated without risk the benefits of the millions of dollars of investments made by Plaintiffs. Under the Tyson model, if Plaintiffs were unable to operate their chicken farms—because, *e.g.*, Tyson supplied a diseased flock or bad feed—Plaintiffs (not Tyson) shouldered the economic risk. Plaintiffs, not Tyson, took out the loans from Tyson's "poultry banks." And if Plaintiffs were unable to make loan payments, the banks could foreclose on Plaintiffs' property and equipment, with the American taxpayer picking up any remaining balance on the government-backed loans.

159. Defendants also enjoyed the benefit of the farmers, including the Plaintiffs, being liable for any potential violations of federal and state law, liability for environmental damages, premises liability, worker injuries, public nuisance, and other liabilities in connection with the operations of the chicken farms.

160. In addition, through Defendants' wrongful, unjust, and unfair conduct, including but not limited to their active concealment of their intentions to abandon the Dexter Complex as detailed above, the Tyson Companies retained and appreciated benefits which include, but are not limited to: i) preventing other competing chicken processing companies learning of the plans and gaining a competitive advantage over the Tyson Companies; ii) preventing other competing chicken processing companies learning of the plans and allowing Tyson to gain a competitive advantage over the competitors; iii) preventing customers of the Tyson Companies seeking out Tyson's competitors to fill the decreased supply; iv) enjoying the increased price of chicken products due to decreased supply that the industry could not plan for because of the Tyson Companies concealed their the closure plans; v) artificially inflating the stock price of Tyson; vi) wrongfully obtaining an opportunity for strategic planning related to the future decrease in supply that no other company would have knowledge of; vii) wrongfully affording the Tyson Companies the opportunity to further extend their monopolistic control of the chicken meat products market.

161. Defendants' unjust enrichment also extends to their failure to compensate Plaintiffs after closing the Dexter facility and selling the facility for millions of dollars to Cal-Maine.

162. As described throughout this Amended Petition, the Tyson Companies exerted undue influence over Plaintiffs.

163. The enrichment of the Tyson Companies was at the expense and detriment of Plaintiffs.

164. For the reasons described herein and throughout this Amended Petition, it would be unjust and inequitable to allow the Tyson Companies to retain said benefits that they obtained through their wrongful conduct and to the detriment of Plaintiffs.

165. Plaintiffs are entitled to the disgorgement of the unjust enrichment the Tyson Companies gained to the detriment of Plaintiffs.

166. In addition, through their individual participation in the active concealment of the Tyson Companies' intentions to abandon the Dexter Complex, Defendants Mark Avery and Kristi Fuller retained and appreciated benefits which include but are not limited to: continued and regained employment with the Tyson Companies; monetary gain; employment promotion with the Tyson Companies; additions to retirement benefits and other benefits which are believed to be discovered through discovery.

167. As described herein throughout this Amended Petition, Mark Avery and Michael Fuller exerted undue influence over Plaintiffs.

168. The enrichment of Mark Avery and Michael Fuller was at the expense and detriment of Plaintiffs.

169. For the reasons described herein and throughout this Amended Petition, it would be unjust and inequitable to allow Mark Avery and Michael Fuller to retain said benefits.

170. Plaintiffs are entitled to the disgorgement of the unjust enrichment Defendants Mark Avery and Michael Fuller gained to the detriment of Plaintiffs.

WHEREFORE, Plaintiffs pray of this Court for its judgment in favor of Plaintiffs and against all Defendants, jointly and severally, and awarding Plaintiffs their damages incurred herein in an amount that is fair and reasonable in excess of \$25,000.00, for Pre-judgment and post-judgment interest, for Plaintiff's attorney fees and costs incurred herein, and for such other relief as this honorable Court deems just and proper.

**COUNT IV**  
**TORTIOUS INTEREFERENCE WITH CONTRACT AND BUSINESS EXPECTANCY**  
**(each Defendant)**

171. Plaintiffs incorporate by reference all foregoing paragraphs (and those in other Counts) as if fully set forth herein and further state as follows.

172. As described in detail in this Amended Petition, Defendants carried out a scheme to conceal their true intentions to shutter the Dexter Complex. Combined with their long-running scheme of inducing farmers like Plaintiffs into taking on crushing debt loads premised on multi-year periods of doing business with Tyson, Defendants have harmed Plaintiffs and rendered it near impossible for them to reconfigure their farms and attempt to do business with other companies that compete with Tyson in the production of chicken products.

173. As explained above, Defendants made sure Plaintiffs could not continue to operate their chicken houses to raise fertile eggs for Redacted  
Redacted  
Redacted for the next 25 years. Defendants' conduct is clear and tortious interference with Plaintiffs' business expectancy.

174. Further, Defendants tortiously interfered with Plaintiffs' business expectancy with Cal-Maine by requiring that Plaintiffs release all Tyson companies and employees before signing a contract with Cal-Maine.

175. Defendants took these wrongful actions intentionally to unlawfully reduce competition against them and with the purpose and effect of causing Plaintiffs to be unable to find alternative business partners.

176. Defendants knew of and were aware of the possibility that other business expectancies may exist for Plaintiffs, yet Defendants acted to squash any possibility of these other business expectancies ever coming to pass.

177. But for Defendants' wrongful conduct, Plaintiffs were reasonably certain to have realized upon alternative business expectancies.

178. Defendants' wrongful conduct and concealment of their true intentions has harmed Plaintiffs, who have been unable to realize other business expectancies.

WHEREFORE, Plaintiffs pray of this Court for its judgment in favor of Plaintiffs and against all Defendants, jointly and severally, and awarding Plaintiffs their damages incurred herein in an amount that is fair and reasonable in excess of \$25,000.00, for prejudgment and post-judgment interest, for Plaintiff's attorney fees and costs incurred herein, and for such other relief as this honorable Court deems just and proper.

**COUNT V**  
**PROMISSORY ESTOPPEL (each Defendant)**

179. Plaintiffs incorporate by reference all foregoing paragraphs (and those in other Counts) as if fully set forth herein and further state as follows.

180. As set forth throughout this Amended Petition, Defendants made repeated representations and promises to Plaintiffs that a business relationship would continue between them for many years to come.

181. Plaintiffs relied to their detriment on these promises and representations made by Defendants and were thereby damaged, as detailed throughout this Amended Petition and including but not limited to incurring significant debt obligations.

182. Defendants did expect (and should have expected) that Plaintiffs would rely on their promises.

183. Defendants reaped substantial benefits from Plaintiffs' reliance on the broken promises made by Defendants, and such benefits are described in detail throughout this Amended Petition.

184. Contrary to their promises, Defendants terminated their business relationships with Plaintiffs and did not continue doing business with them for many years into the future as Defendants repeatedly represented and promised.

WHEREFORE, Plaintiffs pray of this Court for its judgment in favor of Plaintiffs and against all Defendants, jointly and severally, and awarding Plaintiffs their damages incurred herein in an amount that is fair and reasonable in excess of \$25,000.00, for prejudgment and post-judgment interest, for Plaintiff's attorney fees and costs incurred herein, and for such other relief as this honorable Court deems just and proper.

**COUNT VI**  
**CIVIL CONSPIRACY (against the Tyson Company Defendants)**

185. Plaintiffs incorporate by reference all foregoing paragraphs (and those in other Counts) as if fully set forth herein and further state as follows.

186. Defendants Tyson Foods, Inc., Tyson Chicken, Inc, Tyson Sales and Distribution, Inc, and Cal-Maine (and other unnamed co-conspirators) reached an agreement for the unlawful objective to fraudulently misrepresent and actively conceal the intentions to close the Dexter Complex and/or [Redacted].

187. As explained, because Defendants and Cal-Maine expressly agreed to [Redacted]  
[Redacted]  
[Redacted] for the next 25 years.

188. Defendants and Cal-Maine (and other unnamed co-conspirators) committed these acts after a meeting of the minds and through a commitment to a common purpose.

189. Each Defendant and Cal-Maine committed at least one act in furtherance of the conspiracy as described in this Amended Petition.

190. Plaintiffs suffered damages due to Defendants' conduct as described throughout this Amended Petition.

WHEREFORE, Plaintiffs pray of this Court for its judgment in favor of Plaintiffs and against all Defendants, jointly and severally, and awarding Plaintiffs their damages incurred herein in an amount that is fair and reasonable in excess of \$25,000.00, for prejudgment and post-judgment interest, for Plaintiff's attorney fees and costs incurred herein, and for such other relief as this honorable Court deems just and proper.

**COUNT VII**  
**BREACH OF CONTRACT (against the Tyson Company Defendants)**

191. Plaintiffs incorporate by reference all foregoing paragraphs (and those in other Counts) as if fully set forth herein and further state as follows.

192. As alleged above, each Plaintiff entered into a contract with the Tyson Company Defendants.

193. Each Plaintiff performed under the contract.

194. As alleged above, the Tyson Company Defendants materially breached the contract.

195. As alleged above, the Tyson Company Defendants breached the duty of good faith and fair dealing.

196. As alleged above, each Plaintiff suffered damages as a result of the Tyson Company Defendants' breach.

WHEREFORE, Plaintiffs pray of this Court for its judgment in favor of Plaintiffs and against all Defendants, jointly and severally, and awarding Plaintiffs their damages incurred herein

in an amount that is fair and reasonable in excess of \$25,000.00, for prejudgment and post-judgment interest, for Plaintiff's attorney fees and costs incurred herein, and for such other relief as this honorable Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs demand a trial by jury on all claims so triable.

Dated: June 3, 2024

Respectfully submitted by:

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 3rd day of June 2024, I electronically filed the foregoing with the Clerk of the Court by using the Missouri eFiling System which will send a notice of electronic filing to all counsel of record.

By: /s/ Brandon J.B. Boulware

*Attorney for Plaintiffs*