EXHIBIT 18

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF JACKSON

COAST 2 COAST LOGISTICS, LLC, an Oregon limited liability company. Plaintiff, vs. GUNTERT & ZIMMERMAN CONSTRUCTION DIV., INC., a foreign corporation, Defendant.	Case No. 24CV22220 COMPLAINT (Breach of Contract) Claim Not Subject to Mandatory Arbitration Total Claim: $54,700 plus interest ***ORS 21.160(1)(c)***

Plaintiff Coast 2 Coast Logistics, LLC, alleges as follows:

1.

Plaintiff is a limited liability company registered to do business in Oregon, with its principal place of business in Jackson County, Oregon.

2.

Defendant is a foreign corporation registered with the State of California.

3.

At separate times during 2021, Defendant contracted with Plaintiff as a freight broker, under separate contracts, to arrange transportation of freight. In each instance and under each contract, Defendant failed to pay for the services provided.

FIRST CLAIM FOR RELIEF

(Breach of Contract)

4.

Plaintiffs reallege paragraphs 1-3.

5.

Under PRO #57309, invoice date May 26, 2021, Plaintiff provided freight broker services to Defendant for which Defendant failed to pay the invoice amount of $9,200.00, for the services

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provided.

6.

Pursuant to the terms and conditions of the contract, the invoiced amount was due and payable 30 days from the date of the invoice and if any amount was not paid within said time, a 1.5% per month interest charge would be added.

7.

Plaintiff fulfilled all of its contractual obligation under PRO #57309.

8.

As a result of Defendants breach, Plaintiff has been damaged in the principal amount of $9,200.00 plus interest at the applicable amount set forth above.

SECOND CLAIM FOR RELIEF

(Breach of Contract)

9.

Plaintiffs reallege paragraphs 1-3.

10.

Under PRO #57134, invoice date May 14, 2021, Plaintiff provided freight broker services to Defendant for which Defendant failed to pay the invoice amount of $1,350.00, for the services provided.

11.

Pursuant to the terms and conditions of the contract, the invoiced amount was due and payable 30 days from the date of the invoice and if any amount was not paid within said time, a 1.5% per month interest charge would be added.

12.

Plaintiff fulfilled all of its contractual obligation under PRO #57134.

13.

As a result of Defendants breach, Plaintiff has been damaged in the principal amount of

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$1,350.00 plus interest at the applicable amount set forth above.

14.

Via letter dated March 15, 2024, Plaintiff sent, pursuant to ORS 20.082, a demand for payment of outstanding invoice amount within twenty (20) days of the date of the letter. Despite said demand, Defendant failed to pay. Pursuant to ORS 20.082, Plaintiff is entitled to attorney fees and costs.

THIRD CLAIM FOR RELIEF

(Breach of Contract)

15.

Plaintiffs reallege paragraphs 1-3.

16.

Under PRO #57308, invoice date May 28, 2021, Plaintiff provided freight broker services to Defendant for which Defendant failed to pay the invoice amount of $31,250.00, for the services provided.

17.

Pursuant to the terms and conditions of the contract, the invoiced amount was due and payable 30 days from the date of the invoice and if any amount was not paid within said time, a 1.5% per month interest charge would be added.

18.

Plaintiff fulfilled all of its contractual obligation under PRO #57308.

19.

As a result of Defendants breach, Plaintiff has been damaged in the principal amount of $31,250.00 plus interest at the applicable amount set forth above.

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FOURTH CLAIM FOR RELIEF

(Breach of Contract)

20.

Plaintiffs reallege paragraphs 1-3.

21.

Under PRO #57936, invoice date June 4, 2021, Plaintiff provided freight broker services to Defendant for which Defendant failed to pay the invoice amount of $1,700.00, for the services provided.

22.

Pursuant to the terms and conditions of the contract, the invoiced amount was due and payable 30 days from the date of the invoice and if any amount was not paid within said time, a 1.5% per month interest charge would be added.

23.

Plaintiff fulfilled all of its contractual obligation under PRO #57936.

24.

As a result of Defendants breach, Plaintiff has been damaged in the principal amount of $1,700.00 plus interest at the applicable amount set forth above.

25.

Via letter dated March 15, 2024, Plaintiff sent, pursuant to ORS 20.082, a demand for payment of outstanding invoice amount within twenty (20) days of the date of the letter. Despite said demand, Defendant failed to pay. Pursuant to ORS 20.082, Plaintiff is entitled to attorney fees and costs.

FIFTH CLAIM FOR RELIEF

(Breach of Contract)

26.

Plaintiffs reallege paragraphs 1-3.

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27.

Under PRO #58692, invoice date June 25, 2021, Plaintiff provided freight broker services to Defendant for which Defendant failed to pay the invoice amount of $2,000.00, for the services provided.

28.

Pursuant to the terms and conditions of the contract, the invoiced amount was due and payable 30 days from the date of the invoice and if any amount was not paid within said time, a 1.5% per month interest charge would be added.

29.

Plaintiff fulfilled all of its contractual obligations under PRO #58692.

30.

As a result of Defendants breach, Plaintiff has been damaged in the principal amount of $2,00.00 plus interest at the applicable amount set forth above.

31.

Via letter dated March 15, 2024, Plaintiff sent, pursuant to ORS 20.082, a demand for payment of outstanding invoice amount within twenty (20) days of the date of the letter. Despite said demand, Defendant failed to pay. Pursuant to ORS 20.082, Plaintiff is entitled to attorney fees and costs.

SIXTH CLAIM FOR RELIEF

(Breach of Contract)

32.

Plaintiffs reallege paragraphs 1-3.

33.

Under PRO #59033, invoice date July 06, 2021, Plaintiff provided freight broker services to Defendant for which Defendant failed to pay the invoice amount of $2,400.00, for the services provided.

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34.

Pursuant to the terms and conditions of the contract, the invoiced amount was due and payable 30 days from the date of the invoice and if any amount was not paid within said time, a 1.5% per month interest charge would be added.

35.

Plaintiff fulfilled all of its contractual obligations under PRO #59033. As a result of Defendants breach, Plaintiff has been damaged in the amount of $3,588.00.

36.

Via letter dated March 15, 2024, Plaintiff sent, pursuant to ORS 20.082, a demand for payment of outstanding invoice amount within twenty (20) days of the date of the letter. Despite said demand, Defendant failed to pay. Pursuant to ORS 20.082, Plaintiff is entitled to attorney fees and costs.

SEVENTH CLAIM FOR RELIEF

(Breach of Contract)

37.

Plaintiffs reallege paragraphs 1-3.

38.

Under PRO #59233, invoice date July 14, 2021, Plaintiff provided freight broker services to Defendant for which Defendant failed to pay the invoice amount of $4,000.00, for the services provided.

39.

Pursuant to the terms and conditions of the contract, the invoiced amount was due and payable 30 days from the date of the invoice and if any amount was not paid within said time, a 1.5% per month interest charge would be added.

40.

Plaintiff fulfilled all of its contractual obligations under PRO #59233.

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41.

As a result of Defendants breach, Plaintiff has been damaged in the principal amount of $4,000.00 plus interest at the applicable amount set forth above.

42.

Via letter dated March 15, 2024, Plaintiff sent, pursuant to ORS 20.082, a demand for payment of outstanding invoice amount within twenty (20) days of the date of the letter. Despite said demand, Defendant failed to pay. Pursuant to ORS 20.082, Plaintiff is entitled to attorney fees and costs.

EIGHTH CLAIM FOR RELIEF

(Breach of Contract)

43.

Plaintiffs reallege paragraphs 1-3.

44.

Under PRO #60053, invoice date July 21, 2021, Plaintiff provided freight broker services to Defendant for which Defendant failed to pay the invoice amount of $2,800.00, for the services provided.

45.

Pursuant to the terms and conditions of the contract, the invoiced amount was due and payable 30 days from the date of the invoice and if any amount was not paid within said time, a 1.5% per month interest charge would be added.

46.

Plaintiff fulfilled all of its contractual obligations under PRO #60053.

47.

As a result of Defendants breach, Plaintiff has been damaged in the principal amount of $2,800.00 plus interest at the applicable amount set forth above.

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48.

Via letter dated March 15, 2024, Plaintiff sent, pursuant to ORS 20.082, a demand for payment of outstanding invoice amount within twenty (20) days of the date of the letter. Despite said demand, Defendant failed to pay. Pursuant to ORS 20.082, Plaintiff is entitled to attorney fees and costs.

49.

WHEREFORE, Plaintiff prays for a judgment against Defendant as follows:

(a) On their First Claim for Relief, for judgment against Defendant and in favor of Plaintiff in the amount of $9,200.00 plus pre-judgment interest at the contractual amount of 18% per annum and post-judgment interest at the contractual amount of 18% per annum;

(b) On their Second Claim for Relief, for judgment against Defendant and in favor of Plaintiff in the amount of $1,350.00 plus pre-judgment interest at the contractual amount of 18% per annum and post-judgment interest at the contractual amount of 18% per annum, and reasonable attorney fees and costs;

(c) On their Third Claim for Relief, for judgment against Defendant and in favor of Plaintiff in the amount of $31,250.00 plus pre-judgment interest at the contractual amount of 18% per annum and post-judgment interest at the contractual amount of 18% per annum;

(d) On their Fourth Claim for Relief, for judgment against Defendant and in favor of Plaintiff in the amount of $1,700.00 plus pre-judgment interest at the contractual amount of 18% per annum and post-judgment interest at the contractual amount of 18% per annum, and reasonable attorney fees and costs;

(e) On the Fifth Claim for Relief, for judgment against Defendant and in favor of Plaintiff in the amount of $2,000.00 plus pre-judgment interest at the contractual amount of 18% per annum and post-judgment interest at the contractual amount of 18% per annum, and reasonable attorney fees and costs;

(f) On their Sixth Claim for Relief, for judgment against Defendant and in favor of

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Plaintiff in the amount of $2,400.00 plus pre-judgment interest at the contractual amount of 18% per annum and post-judgment interest at the contractual amount of 18% per annum, and reasonable attorney fees and costs;

(g) On their Seventh Claim for Relief, for judgment against Defendant and in favor of Plaintiff in the amount of $4,000.00 plus pre-judgment interest at the contractual amount of 18% per annum and post-judgment interest at the contractual amount of 18% per annum, and reasonable attorney fees and costs;

(h) On their Eighth Claim for Relief, for judgment against Defendant and in favor of Plaintiff in the amount of $2,800.00 plus pre-judgment interest at the contractual amount of 18% per annum and post-judgment interest at the contractual amount of 18% per annum, and reasonable attorney fees and costs; and

(i) Such other relief as the Court deems just and equitable.

DATED: May 6th, 2024.

HORNECKER COWLING, LLP

/s/ Michael J. Mayerle
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