TUCKER ELLIS LLP
Bart L. Kessel SBN 125080
bart.kessel@tuckerellis.com
515 South Flower Street
Forty-Second Floor
Los Angeles, CA 90071
Telephone: 213.430.3400
Facsimile: 213.430.3409

Attorneys for Plaintiff
Anthony Allega Cement Contractor Inc.

EXHIBIT 9

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

ANTHONY ALLEGA CEMENT CONTRACTOR, INC., an Ohio Corporation, Plaintiff, v. GUNTERT & ZIMMERMAN, CONST. DIV. INC., a California Corporation, Defendant.	Case No. **COMPLAINT FOR BREACH OF CONTRACT AND UNJUST ENRICHMENT; DEMAND FOR JURY TRIAL**

Plaintiff Anthony Allega Cement Contractor Inc., an Ohio Corporation, ("AACCI") by and through its counsel, Tucker Ellis LLP, and for its complaint against Guntert & Zimmerman, Const. Div. Inc., a California Corporation, ("Guntert"), states as follows:

NATURE OF THE CASE

1. AACCI brings this action against Guntert to recover $594,984.00 owed by Guntert as the result of its breach of a written contract for the purchase and sale of concrete slipform paving equipment.

PARTIES

2. AACCI is an Ohio Corporation with its principal place of business located at 5146 Allega Way, Richfield Ohio, 44286.

3. Guntert is a California Corporation, with its principal place of business located at 222 E. Fourth Street in Ripon, California 95366.

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JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a) because there is complete diversity of citizenship between AACCI and Guntert, and the amount in controversy exceeds $75,000, exclusive of interest and costs.

5. Venue in this district is proper under 28 U.S.C. § 1391 in as much as a substantial part of the events or omissions giving rise to the claim occurred in this district. Specifically, the contract between AACCI and Guntert that is the subject of this action was entered into in this district.

STATEMENT OF RELEVANT FACTS

6. On about January 12, 2021, AACCI and Guntert entered into Conditional Sales Order Contract No. G-7171090B ("Contract") in which Guntert agreed to sell AACCI a S850SL Slipform Paver Tractor ("the Paver") for the sum of $1,011,916.00. A true and correct copy of the Contract is attached to this complaint as Exhibit 1.

7. The Contract required AACCI to make three payments to Guntert. A first payment of $303,575 was due upon signing the Contract. A second payment of $303,575 was due 60 days from the date of the first payment. And a final payment of $404,766 was due when Guntert was ready to ship the Paver to AACCI. The Contract required Guntert to deliver the Paver to AACCI by July 8, 2021.

8. AACCI made the first payment of $303,575.00 to Guntert on January 13, 2021 and it made the second payment of $303,575 to Guntert on March 15, 2021.

9. Guntert, however, never delivered the Paver to AACCI.

10. After six months of delays in shipping the Paver, the parties agreed to amend the Contract and executed Change Order No. 102. Change Order No. 102 provided that in full settlement of all outstanding issues between the parties, including cancellation of Guntert's obligation to deliver the Paver to AACCI, Guntert would refund the sum of $594,984.00 to AACCI. A true and correct copy of Change Order No. 102 is attached to this complaint as Exhibit 2.

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11. As amended by Change Order No. 102, the Contract required Guntert to make two payments to AACCI. A first payment of $297.492 was due by no later than February 16, 2022. A second payment of $297.492 was due by no later than May 18, 2022.

12. Despite demands having been made, Guntert never made either of these required payments.

13. The Contract provides that in the event an action is filed to enforce any terms of the agreement, the prevailing party shall be entitled to recover the reasonable attorneys' fees, expenses and disbursements it incurs in that action. AACCI has retained the law firm and Tucker Ellis LLP to prosecute this action for or on its behalf, and will incur fees and expenses for the service of the law firm in a yet undetermined amount and according to proof.

FIRST CLAIM FOR RELIEF

(Breach of Written Contract)

14. AACCI refers to paragraphs 1 through 13, above and incorporates them by this reference.

15. The Contract and Change Order No. 102 constitutes a valid, legally enforceable contract.

16. AACCI has performed all of its contractual obligations, other than those that have been waived or excused.

17. Guntert has breached its obligations under the Contract and Change Order No. 102 by failing to remit the refund payments to AACCI reflecting the cancellation of the order.

18. Accordingly, Guntert has breached its contractual obligations and AACCI is entitled to a judgment for $594,984.00 plus prejudgment interest, costs and attorneys' fees.

SECOND CLIAM FOR RELIEF

(Unjust Enrichment)

19. AACCI refers to paragraphs 1 through 13, above and incorporates them by this reference.

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20. This claim is plead in the alternative, in the event that this Court finds that a valid, enforceable contract did not exist between AACCI and Guntert.

21. By withholding or causing to have withheld the equipment from AACCI and withholding the owed refund reflecting AACCI's payments to Guntert, AACCI has conferred a benefit upon Guntert.

22. Guntert had knowledge or appreciation of the benefit conferred by AACCI, and has accepted and retained the same under such circumstances that it would be inequitable for Guntert to retain the benefit without paying the value of the refund thereof to AACCI.

23. Guntert has been unjustly enriched in an amount not less than $594,984.00. Therefore, in equity and good conscience, AACCI is entitled to entry of judgment for Guntert's unjust enrichment in an amount not less than $594,984.00, representing the unpaid refund owed to AACCI and assessable against Guntert.

PRAYER

WHEREFORE, AACCI prays for judgment against Guntert as follows:

1. For damages in the sum of $594,984.00;
2. For interest according to proof;
3. For reasonable attorneys' fees and expenses in prosecuting this action;
4. For costs of the suit herein; and
5. For such other and further relief as the Court deems just and proper.

DATED: October 11, 2022

TUCKER ELLIS LLP

By: _____

Bart L. Kessel
Attorneys for Plaintiff
Anthony Allega Cement Contractor Inc.

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DEMAND FOR JURY TRIAL

Plaintiff Anthony Allega Cement Contractor Inc. hereby demands a jury trial on all issues so triable.

DATED: October 11, 2022

TUCKER ELLIS LLP

By: _____
Bart L. Kessel
Attorneys for Plaintiff
Anthony Allega Cement Contractor Inc.

TUCKER ELLIS LLP
Chicago ♦ Cleveland ♦ Columbus ♦ Los Angeles ♦ San Francisco ♦ St. Louis

EXHIBIT 1

Date: January 12, 2021

G-7171090B

CONDITIONAL SALES ORDER CONTRACT

(1) THIS CONDITIONAL SALES ORDER CONTRACT (The "Contract") is made and entered into at Ripon, CA, the 12th day of January, 2021 by GUNTERT & ZIMMERMAN CONST. DIV., INC., Seller, a California Corporation, and Anthony Allega Cement Contractor Inc Buyer, an Ohio Corporation, with principal place of business located at 5585 Canal Road, Valley View, OH 44125, in said State and Country WITNESSETH:

(2) Seller agrees to deliver FOB Plant Ripon, CA, Freight Collect on or before July 8th, 2021, unless prevented by force majeure, the following property (hereinafter the "Equipment") to wit:

1 Ea. Guntert & Zimmerman S850SL Slipform Paver Tractor with Selected Optional Equipment, in accordance with GUNTERT & ZIMMERMAN CONST. DIV., INC.'s quotation G-7171090B dated September 3, 2020 and revised January 11, 2021, pages 1 through 6 (Contract Pages 1A through 1E).

Price FOB Plant Ripon CA, Freight Collect	$ 1,011,916.00*

*Add applicable Sales Tax

Guntert & Zimmerman Const. Div., Inc.
222 E. Fourth St. Ripon, CA 95366 U.S.A.
Phone +1 209-599-0066 Fax 209-599-2021
Toll Free +1 800-733-2912 Email gz@guntert.com
Web www.guntert.com

Customer Name:	**Anthony Allega Cement Contractor Inc.** **Attn: Joe Allega**
Quote Number: Quote Date:	**G-7171090B** **September 3, 2020 revised January 11, 2021**
Equipment:	**S850 Concrete Slipform Paver**
References:	**Detailed Specification TB S850QBHV4f 0819**

S850 Features

Tractor Frame Unit

Elevation and Steering Controls	Four proportional elevation sensors and two steering sensors are provided. Off wire alarm is included. Four sensor support arms with graduated **precision, plated** sensor support columns.
Double Telescopic Tractor Frame	12' to 26' (3657 to 7924 mm) with mechanical clamping plates. Center module support tubes (2 ea.) and **hinge up paving kit rear kicker** also included.
QUADRA Bolsters	Ties front and rear jacking columns and telescopic tractor frame together. Bolster telescopes together hydraulically to reduce transport width.
Jacking Columns	Thick wall 10" (254mm) male steadments with 400 bhn wear plate on all four sides machined flat and square, with ***AccuSteer*** *slew drives with angular transducers* allowing 90 Degree Steering and Counter-Rotation.
Crawler Tracks	4 Crawler Tracks: G&Z HD D3 Size, nom. 16" (400mm) wide **Urethane Covered** triple grousers, front and rear fenders. Working Speed: approx. 0 – 16 fpm (0 – 4.88 Mpm) Walking Speed: approx. 0 – 74 fpm (0 – 22.55 Mpm) Jacking Column yoke / crawler track locking pin included.
Telescopic Aluminum Rear Walkway	Aluminum Rear Walkway with hinge-up supports. Access stairs provided between Power Unit Center module and Rear Walkway. Yellow safety gate to be provided at the top of access stairs. Includes access step off the back and expanded metal platform on the inside of each rear crawler track.
Hose / Cable Management System	Tractor Center Module to Bolsters for working widths from 12' to 34' (3657 to 10363 mm)
Remote Ground Controls / Emergency Stops Buttons	Emergency stop buttons provided at operator control console and on all jacking columns and remote ground control boxes all with magnetic attachments so they can be relocated where desired.
High / Low Pressure Water System	Approx. 300 Gal (1134 L) poly water tank mounted on front jacking column with 24VDC Diaphragm water pump and hydraulic motor driven high pressure water pump factory set at at 4 gpm @ 2000 psi (15 Lpm @ 13.8 MPa), hose reel, hose 50' (15m) and spray wand .

Power Unit

Diesel Engine / Quiet Power Unit Module	Six Cylinder CAT® C9.3B ACERT Diesel Engine 415 HP (309 kW) @ 2,100 RPM Intermittent Rating) US EPA Tier 4f / EU Stage V with separate engine radiator and heat exchanger, each with variable speed hydraulic motor driven fans, noise insulated enclosure, double vibration isolation of power unit module, fuel tank approx. 180 Gallon (681 L), DEF tank approx. 12.7 Gal (48 L) and hydraulic reservoir (est.) 190 Gal (718 L).
Operator Controls	**G&Z "Belly Pack" Operator Control Console** with wireless capability complete with docking station with multi-touch display screen, complete with lockable enclosure relocatable along operator platform hand railing. Machine controlled by **EGON** (Equipment Guidance and Operation Network) G&Z proprietary software with fault / self-diagnostic capability and steering modes: String Line, Coordinated Steer, Crab Steer, Front Steer only, Rear Steer, 90 Degree Steering and Counter-Rotation. *Telematics option (to enable REMOTE diagnostics) not included and available upon request.*
DBI Preparation Kit	Additional open loop pump, pre-wire and pre-plumb for DBI and DBI mounting flanges.

Other Standard Features

Concrete Spreader Plow System	Cart track mounted off the front of the tractor frame sectionalized to match the Paving Kit complete with plow cart with spreading blade which hydraulically raises / lowers, hose reel and powerful hydraulic motor driven winch, shock dampeners and proportional electronic joystick control. Plow cart blades fold in for transport
Hyd. Vibrators / Manifolds	No poker vibrators or manifolds (Buyer supplied). Seller to plumb Buyer supplied proportional Minnich manifolds into vibrator loops. Auxiliary Vibrator Pump supplied in addition to main vibrator pump to allow up to maximum 34 vibrators.
Option Mount Prep Kit	Attachment points, remote switches and plumbing receptacles provided for future mounting of common options such as Trailing Finishing Pan, Final Finisher, Side Tie Bar Inserter, and Front Tie Bar Inserter.
O&M Manuals / Parts Books	Provided in USB Drive

Price S850 Paver FOB Ripon, CA Freight Collect **US$ 793,453.00**

Width Dependent Options

2 ea. 4' (1219mm) Bolt-in Tractor Frame Extensions to extend tractor frame from 26' to 34' (7924mm to 10363mm). – *US$ 20,250.00. Note: See Enhanced Width Change Kit / Tractor Frame Extension Package option in lieu of Bolt-in Tractor Frame Extensions.*	**Not Included**	
Paving Kit Parts including 1 ea. 4', 1 ea. 1' and 1 ea. 15" including HD truss frame with bolt-on pan skins. Does not include vibrator rack, metering gate, spreader cart track, or trailing finishing pan parts. – *US$ 41,945.00 Note: 1' section is also drilled for terminal adapter. Engineering included for special 15" section.*	**Included**	**US$ 41,945.00**

Final Finisher (FF) (16') with hinge-up supports – *US$ 45,922.00*	**Included**	**US$ 45,922.00**
Final Finisher (FF) extensions from 16' to 24' – *US$ 13,180.00*	**Included**	**US$ 13,180.00**

G&Z Productivity Options

Tractor Frame Extension Package

• Provide S850 Double Telescoping Tractor Frame with male telescopic JC Extender Sections (patented) extending tractor frame to 34' (10.34m) **in lieu of 4' (**1219mm**) bolt in extensions**. • Paving Kit support tubes to support metering gate and vibrator rack during width change – *US$ 27,511.00*	**Not Included**	

Enhanced Tractor Width Change Kit

• Hydraulic Clamping Pucks (8 ea.) on Tractor Frame in lieu of mechanical clamping plates to speed width change – *US$ 18,822.00*	**Not Included**	

"Triple" Cross Slope / "Anti-torsion" Control (patented)

• Allows Grade and Steer reference off a single stringline at narrower paving widths • Prevents undesirable frame torsion when walking over uneven ground within limits of jacking columns. – *US$ 11,940.00*	**Included**	**US$ 11,940.00**
Price S850 Paver FOB Ripon, CA Freight Collect		**US$ 906,440.00**

S850 Optional Equipment

Relocatable / Sliding Paving Kit Hangers that clamp to the Tractor Frame Male Telescopic Members (1 RH/ 1 LH) – *US$ 5,450.00*	**Not Included**	
Computer controlled hydraulic valving system for Final Finisher that slows the ski down as it nears slab edge and cushions direction change plus allows ski to stop at different locations on each pass across the slab. – *US$ 8,765.00*	**Included**	**US$ 8,765.00**
Set Astroturf / Burlap Towing Arms and Tow Bar (all removable) mounted off Final Finisher. Buyer to furnish Astroturf / Burlap. – *US$ 2,852.00*	**Not Included**	
Hydraulic raise-lower hydraulic cylinders on the Final Finisher support arms in lieu of turnbuckles - *US$ 4,726.00*	**Included**	**US$ 4,726.00**
Front Tie Bar Inserter with chain feeder, control box for up to 3 FTBI's and tie bar rack for inserting #4 or #5 x 24" to 36" (12 or 15 mm x 610 to 914 mm) long bars – *US$ 29,415.00*	**Not Included**	
Additional Front Tie Bar Inserter with chain feeder, valving, and the bar rack mount and accumulator circuit for inserting #4 or #5 x 24" to 36" (12 or 15 mm x 610 to 914 mm) long bars – *US$ 25,042.00*	**Not Included**	
Hydraulic Plumbing to accept up to 3 ea. Front Tie Bar Inserters including accumulator tank – *US$ 8,235.00* *Note: Does not include Front Tie Bar Inserters, Tie Bar Rack Mounts, nor Chain Feeders*	**Included**	**US$ 8,235.00**

Hydraulic Cylinders for Edge Overbuilds – *US$ 4,989.00*	**Included**	**US$ 4,989.00**
Telescopic Masts (2 ea.) with Electric DC Winches / Computer Mounting Kit for Leica, Trimble, TopCon 3D Stringless Systems – *US$ 8,500.00*	**Included**	**US$ 8,500.00**
NoLine Software allows G&Z EGON system to communicate with Leica, Trimble, or TopCon 3D Stringless Systems – *US$ 5,000.00*	**Included**	**US$ 5,000.00**
4" Drop Kit includes 1" (25mm) spacers to lower paving kit, a spreader plow blade extension and mudguard extensions. – *US$ 2,500.00*	**Included**	**US$ 2,500.00**
Sideform Extensions for up to 24" (610mm) Airport Paving – *US$ 3,385.00*	**Not Included**	
Extra Sensor Support Arm for Companion Lane steering – *US$ 2,727.00*	**Not Included**	
Extra Cost for larger High Pressure Washdown System water pump factory set at 7.9 gpm (29 Lpm) @ 3000 psi (20.7 MPa) in lieu of the 4 gpm (15 Lpm) @ 2000 psi (13.8 MPa) unit.– *US$ 3,187.00*	**Included**	**US$ 3,187.00**
DC Night Lighting System with 4 ea. LED Lamps with telescopic support pipes – *US$ 7,950.00*	**Not Included**	
Prewiring / Junction Box on Tractor for DC Night Lightning System for Buyer supplied LED Lights – *US$ 4,889.00*	**Not Included**	
4 ea. Powermoon Balloon Night Lighting System and plug-in / breaker box with telescopic support pipes and hydraulic motor driven 110V AC generator with plug-in breaker box – *US$ 25,718.00*	**Included**	**US$ 25,718.00**
4 ea. Powermoon Balloon Night Lighting System and plug-in / breaker box with telescopic support pipes and **without hydraulic motor driven 110V AC generator** – *US$ 19,698.00*	**Not Included**	
Extra cost to for diesel engine powered light generator in lieu of hydraulic motor driven generator – *to be advised*	**Not Included**	
Aluminum Width Change Boxes (2 ea.) – *US$ 4,290.00*	**Not Included**	
Manual Side Bent Tie Bar Inserters (1LH/1RH) – *US$ 5,660.00*	**Not Included**	
Narrow Profile Side Tie Bar Inserters (1LH/1RH). Size of tie bars **TBD**. – *US$ 21,290.00*	**Not Included**	
1 Ea. Hydraulic Crane for TBI bundle lifting. Included is the necessary mounting, wiring, connections, and hydraulics so that the crane can be mounted on the bolsters of either side of the machine. – *US$ 25,781.00*	**Not Included**	
Crowning / Transition Control program with feedback transducer and controls for one paving kit crown **section**. – *US$ 29,480.00*	**Not Included**	
In lieu of **Telescopic Quadra Bolsters** (standard per spec above) substitute **Swing Legs with *SmartLeg* feature** per G&Z drawing G-29375 and transport drawing D-29503. Patented ***AccuSteer / SmartLeg*** feature allows swing legs to be relocated on the fly without re-clocking transducers while keeping crawler tracks straight ahead and allows machine to be put into the transport configuration semi-automatically. Also includes one telescopic front access walkway with hand railing and access ladder from one bolster to the operator platform relocatable to the other side in lieu of access step off the back	**Included**	**US$ 51,245.00**

and expanded metal platform on the inside of each rear crawler track. Yellow safety gate to be provided at the top of access ladder. *Note: 200 Gal Poly water tank (BLACK) with 24 VDC Diaphragm Water Pump mounted off the RH front jacking will be supplied in lieu of 300 Gal Poly water tank mounted on bolster – US$ 51,245.00*		
Additional access ladder and telescopic walkway with hand railing from one bolster to tractor center module. Yellow safety gate to be provided at the top of each access ladder. – US$ 21,235.00	**Not Included**	
In addition to the Telescopic Aluminum Rear Walkway supply an additional telescopic aluminum walkway located 12-18" off the top of slab for checking grade with Rover – *US$ 12,968.00*	**Not Included**	
Vibrator Monitoring System (**Minnich AutoVib II CC**) 48 channel and additional cost for 18 sensed vibrators – *US$ 36,659.00*	**Not Included**	
Vibrator Monitoring System (**Minnich AutoVib III CC**) 48 channel and additional cost for 18 sensed **Vibs including the increase in cost for 4 ea. 8-port proportional manifolds** – *US$ 55,534.00*	**Not Included**	
Additional cost for each additional sensed Minnich HV2PE vibrator – *Unit US$ 395.00 x 16 extra vib = $6,320.00*	**Not Included**	
Additional 200 Gal (756 L) Poly Water Tank (BLACK) with low pressure system 24VDC diaphragm water pump for mounting on LH front jacking column of swing leg S850SL – *US$ 5,989.00*	**Included**	**US$ 5,989.00**
Paving Kit Hinged Mudguard with Extensions (1 RH / 1 LH) in lieu of standard mudguards (S850SL only) – *US$ 3,645.00*	**Not Included**	
Tamper Bar Parts (with Buyer improvements) sectionalized to match Buyer's 25' Paving Kit complete with Drive, Hydraulic valving and hydraulic plumbing to be installed by Buyer – *US$ 29,880.00*	**Included**	**US$ 29,880.00**
Hydraulic Filtration and Monitoring Upgrade – Includes motor case drain filtration system and pressure transducers on all hydraulic filters to enable EGON "Telematics" to monitor. – *US$ 8,800.00*	**Included**	**Included**
1-Year "EGON Telematics Subscription" – Custom username and password for access to web portal. Remote diagnostics support over phone or internet using "EGON telematics". Receive machine notifications (i.e., faults, maintenance reminders) via email or SMS. – *US$ 950.00*	**Included**	**No Charge**
Total Price S850 Paver FOB Ripon, CA Freight Collect		**US$ 1,065,174.00**
Less: Factory Direct Discount – 3%		**<US$ 31,955.00>**
Less: Key Account Discount – 2%		**<US$ 21,303.00>**
Total Price S850 Paver with Selected Optional Items FOB Ripon, CA Freight Collect		**US$ 1,011,916.00**

CONDITIONAL SALES ORDER CONTRACT

Buyer agrees to accept delivery and purchase from Seller said Equipment above described upon the terms and conditions herein provided.

(2a) This contract is not subject to cancellation without mutual consent of Buyer and Seller or its Assignee.

(2b) It is expressly understood that the manufacture, shipment and delivery of said Equipment is subject to force majeure, which under this contract is to be considered compliance with law and with any regulations or directives issued by duly constituted governmental authorities, and/or any event or occurrence or the effects thereof which cannot be reasonably anticipated or controlled by Seller and prevents Seller from performing its obligations under this contract such as but not limited to war, war measures, strikes, fires, failure or delay of other manufacturers in furnishing parts for this order which Seller is required to purchase from other manufacturers, delays of sub-contractors, accidents and delays of carriers and other unforeseen contingencies or unavoidable occurrences, which cannot be reasonably substituted or remedied with due diligence by Seller. Upon the cessation of a Force Majeure event which impairs Seller's ability to perform, Seller shall re-commence performance and thereafter diligently complete Seller's obligations under this Contract.

(2c) (a) Following delivery and acceptance of the Equipment, Seller, except for California State and United States Federal Income Tax, will not be responsible for any local, state or federal taxes (all such being herein called "Impositions") now or hereafter levied or imposed upon or in connection with or measured by this sale, rental, use, payment, shipment, delivery or transfer of title under the terms hereof. Following delivery and acceptance, Buyer shall also pay promptly all Impositions which may be imposed upon the Equipment or for the use or operation thereof or upon the earnings arising therefrom (except California State and United States Federal Income Tax) or upon Seller solely by reason of its ownership thereof and will always keep all and every part of

the Equipment free and clear of all Impositions which might in any way affect the title of Seller or result in a lien thereupon. If any Impositions for which Buyer is responsible shall have been charged or levied against and paid by Seller directly, Buyer shall reimburse Seller therefor upon demand.

(b) Following delivery and acceptance of the Equipment, in the event any tax returns or reports are required to be made with respect to Impositions, Buyer shall make such tax returns or reports as required.

(c) In the event that, during the continuance of this sale, Buyer becomes liable pursuant to this paragraph 2(c) for the payment or reimbursement of any Imposition, such liability shall continue until all such Impositions are paid or reimbursed by Buyer, notwithstanding the consummation of this sale.

(d) The party having custody or control of the Equipment shall be responsible to ensure that the Equipment is in compliance with applicable federal, state, and municipal law and any applicable regulations or orders of any governmental agency having jurisdiction over any matter related thereto. Without limiting the generality of the foregoing, during the period of manufacture of the Equipment, prior to delivery and acceptance by Buyer and shipment, Seller shall be responsible for compliance with all applicable federal, state, and municipal law and any regulations or orders of any governmental agency having jurisdiction over any matter related thereto.

(e) Buyer shall not operate the Equipment or suffer or permit the Equipment to be operated in an unsafe manner or in any manner after delivery which would void, vitiate, or impair any provision of this sale. Seller, at its sole cost and expense, shall provide to Buyer at time of inspection as required under Para. (4c) and other provisions of this Contract complete and thorough instruction, training and written documentation regarding the safe operation of the Equipment in a manner which will not void, vitiate or impair any provision of this sale. Buyer shall, at its sole cost and expense,

subsequent to delivery, make any changes or additions to the Equipment necessary for safe operation of the Equipment.

(f) After delivery and acceptance of the Equipment, Buyer shall comply with all laws, ordinances and regulations relating to possession, use or maintenance of the Equipment.

(g) If any portion of this sale is invalid under applicable law, it shall not invalidate any remaining provisions of this sale and the provision shall be amended in good faith to effectuate the parties' intention in a manner which conforms to law. Payments due under this Contract from Buyer to Seller shall not be withheld during any period of time in which Buyer and Seller are contesting the invalidity, illegality or enforceability of this Contract, or any part thereof.

(3) Shipping directions: to be advised

(3a) Lettering directions: to be advised

(4) Buyer agrees to pay for said Equipment, the sum of One Million Eleven Thousand, Nine Hundred Sixteen dollars ($1,011,916.00) as set forth below:

Payment No. 1	30% due upon signing contract against Seller's invoice	$	303,575.00
Payment No. 2	30% due 60 days from date of Payment No. 1 against Seller's invoice.	$	303,575.00
Payment No. 3	40% when equipment is ready to ship against Seller's Invoice and Seller's certificate that Goods are per Contract, tested per Seller's Test Schedule, and ready to ship	$	404,766.00
	Total Price FOB Ripon, CA, Freight Collect	$ 1,011,916.00*	

*Add any applicable Sales Tax

(4a) The date when said Equipment is ready to ship shall, for the purposes of this Contract, be the delivery date thereof, whether or not accepted on said date by Buyer, and failure to accept said Equipment when ready to ship shall not affect or change the Buyer's obligation in any way. A written certification of inspection and that the Equipment conforms with the requirements of this Contract shall be required in order to determine the date when the Equipment is ready to ship.

(4b) Omitted

(4c) The Equipment sold hereunder is subject to final acceptance at Seller's plant, Ripon, California, prior to shipment, for which Seller is to certify that goods furnished (including the Equipment) conform to the requirements and specifications of this Contract, complete, tested per Seller's schedules, and ready to ship. Such inspection and certification shall be a precondition to the determination that the Equipment is ready to ship. Buyer has the right to inspect the Equipment for compliance with the terms hereof and safety requirements for a period of time beginning 30 days prior to shipment. Seller shall notify Buyer of any intended tests 10 days prior thereto and of the shipment date 15 days prior thereto and shall thereupon afford Buyer's representatives access to the Equipment for purposes of such inspection. Buyer shall notify Seller of any asserted non-compliance within 3 days after Seller's tests. If Seller and Buyer are unable to resolve any dispute as to compliance of the Equipment with the terms hereof prior to shipment, such dispute shall be first referred to ABSG Consulting or another mutually agreed inspection service for resolution by mediation. If such dispute is not so resolved to the satisfaction of Buyer or Seller, then at the election of either Buyer or Seller, the dispute will be resolved by binding arbitration in accordance with the construction industry rules of the American Arbitration Association. Each party shall bear its own expenses in connection with dispute resolution and each shall bear one-half (½) of the cost of the independent service or arbiter used in connection with dispute resolution. Nothing herein shall limit Seller's right to make changes in the course of manufacture of the Equipment which do not materially adversely affect Buyer's performance

requirements for the Equipment and which, in Seller's opinion, improve or do not detrimentally affect design or workability, and Seller shall disclose such changes to Buyer. If Seller and Buyer mutually agree, prior to delivery, to incorporate said changes into the Equipment, Buyer agrees to accept any such changed Equipment.

(4d) The purchase price herein agreed to be paid by Buyer to Seller under Para. (4) hereof for the Equipment described in Para. (2) hereof is the present price thereof. In view of the length of time which will elapse between the date of this contract and the delivery or return date specified herein for the Equipment hereinbefore described, it is mutually agreed that said purchase price shall be fixed.

(5) Buyer agrees if shipping directions are not given herein, to furnish same in writing to Seller at its home office not less than three days before the delivery date herein provided. Failure on Buyer's part to furnish said shipping directions shall not affect or change any of said payments or the time fixed for the same, and the Equipment herein purchased may at the option of Seller be held in storage at Buyer's risk, or Seller may exercise any of the rights of an unpaid seller of goods under the applicable laws or under this contract.

(6) Seller agrees after the arrival at destination of said Equipment, to supply one Service Technician to supervise and train Buyer's personnel in the set-up and calibration of the equipment covered in this Contract for a period of **no more than Five (5)** consecutive days at no charge. **Ordinary and necessary travel expenses to be reimbursed by Buyer.** Seller's Technician shall work whatever hours or workdays worked by Buyer's paving personnel as directed by Buyer. Any additional services of G&Z Service Technicians to supervise (the execution by Buyer's forces and equipment) the erecting and starting of said Equipment are to be at Buyer's expense on a basis of $ 1,700.00 per calendar day for the services of G & Z's Service Manager, $ 1,350.00 for a G&Z Senior Service Technician and $ 1,200.00 per calendar day for all other Technician's services from the date of departure from Ripon, CA to date of return to Ripon, CA plus ordinary and necessary

travel expenses and travel costs; and all ordinary and necessary expenses, food, and accommodations; and independent transportation at and to and from site; all acceptable to the serviceman.

The erecting and starting of said Equipment without the services of said skilled man shall constitute an acceptance by Buyer of said Equipment, and a waiver of any warranty expressed or implied with reference thereto.

Buyer will use best efforts to provide immediate first quality medical care in case of illness or accident to Seller's personnel at Seller's cost.

Buyer will not be free to have Seller's personnel work under dangerous working conditions and/or remain in places and under conditions of war, riots, work disturbances, etc., and/or where for any reasons or conditions their safety may be endangered.

Seller's personnel have no authority to bind Seller except where, by Seller's express written authorization, grants specific authority to its personnel for a particular purpose, and Seller's personnel has no authority to change specifications, or operation and performance criteria of Equipment without written approval of Seller.

(6a) Except as provided herein or as shown on Contract Drawings, Operating Notes, Specifications and Quotation, Seller makes no guarantee or warranty, expressed or implied, as to the performance of the Equipment furnished, it being acknowledged that the Equipment is special and non-standard in design, and except as provided herein or as shown on Contract Drawings, Operating Notes, Specifications and Quotation, upon delivery and acceptance of the Equipment, Buyer takes the Equipment as furnished at his own risk except also as provided under guarantee of parts under paragraph (8) following of this Contract. All representations contained herein or shown on the Contract Drawings, Operating Notes, Specifications and Quotation are stated in terms of theoretical in maximum capacities under optimum conditions. The ability of the Buyer to achieve such capacities or performance may be limited by numerous factors beyond the control of Seller. Accordingly, consistent

with what is stated above, no representations contained herein shall be construed to create a warranty as to the future performance, operation or output capacity of the Equipment, and Buyer has satisfied itself of the suitability of the Equipment (illustrated in the Contract Drawings, Operating Notes, and represented in the Specifications) for Buyer's intended purposes.

(7) Seller reserves the right to change the design and specification of the Equipment, accessories, or parts at any time and shall disclose such change to Buyer. If Seller and Buyer mutually agree, prior to delivery, to incorporate said changes into the Equipment covered by this Contract, Buyer agrees to accept any such changed Equipment, accessories, or parts in full settlement of Seller's obligations under this Contract.

Buyer acknowledges that the specially manufactured Equipment is non-standard and complex in design and that field-design changes may be necessary to make it functional in conformity with the requirements of this Contract. Accordingly, Buyer grants to Seller the right to make field changes in the design of the Equipment when, with the mutual agreement of Buyer and Seller, such changes will improve its overall operation or performance. These changes shall be at no additional cost to Buyer, and in consideration of this, Buyer agrees to furnish the tools, equipment and labor necessary to implement any such changes.

(8) Subject to the provisions of paragraphs (6), (6a) and (7) next preceding, Seller guarantees, to the original Buyer only, the parts of the within-described Equipment per the attached Warranty which forms an integral part of this Contract.

The terms of the attached Warranty are being expressly in lieu of all other warranties expressed or implied, and all other obligations or liabilities on Seller's part except as may be provided to the contrary in this Contract. Employees and agents of Seller (other than R. M. Guntert, Jr.) are without authority to make any other warranties or representations except upon written authorization of Seller.

(9) It is agreed that this Contract cannot be assigned by Buyer or given in any manner in the hands of others for use, or used on other work, except with consent of Seller in writing endorsed hereon (which consent shall not be unreasonably withheld or delayed), unless the Equipment is fully paid for.

(10) It is agreed that Seller shall not be held responsible or liable in any event for special, incidental, punitive, or consequential damages related to a default or breach of this Contract, and further that the Buyer shall save and hold the Seller harmless from any and all liability for injury or damage of any kind to Buyer (except warranty or other breach of this Contract), to any persons or property caused by or arising out of the maintenance, use or operation of the Equipment by the Buyer, or while in the Buyer's possession, custody and control. This covenant of indemnity shall continue in full force and effect as to matters occurring during the term hereof, notwithstanding the termination of this Contract in any manner whatsoever.

(11) Buyer authorizes Seller to insert in this contract Seller's sales order number, sales factory number and date of shipment when the same has been ascertained by Seller and to insert herein anything required to complete this Contract consistent with the offer of Buyer to purchase said Equipment hereinbefore described subject to acceptance thereof by Seller at its home office.

(12) It is agreed that the title to the Equipment shall be and remain in Seller until all payments herein provided for are made. As security for the due and punctual payment of the purchase price and performance of any and all of the obligations of Buyer to Seller pursuant to this Contract, Buyer hereby grants to Seller a first priority continuing security interest in all of the Equipment, including all present and future additions, attachments and accessories thereto, all substitutions therefor and replacements thereof and all proceeds from the sale thereof, and including all proceeds of insurance regarding the Equipment. Such Equipment and property are herein collectively called "Collateral". The security interest in the Collateral granted herein shall secure the payment and performance of all of Buyer's liabilities and obligations to Seller hereunder. The occurrence of an event of default under this Contract

shall be deemed to also be an event of default under the security interest granted above. Except for the security interest granted hereby, Buyer shall keep the Collateral free and clear of any security interest, lien or encumbrance of every kind. At the request of Seller, Buyer will join Seller in executing one or more financing statements pursuant to the Uniform Commercial Code and to perfect the security interest herein granted in accordance with the requirements of all states in which any item of the Collateral maybe located from time to time. If so requested by Seller in writing, Buyer will affix tags supplied by Seller to the Equipment which reflect Seller's security interest in the Equipment. Buyer agrees to pay all ordinary and necessary costs and expenses, in reasonable amounts, including reasonable attorney's fees, incurred by Seller in the perfection, preservation, realization, enforcement and exercise of its rights, powers and remedies hereunder; to execute and deliver such documents as Seller reasonably deems necessary to create, perfected continue the security interest contemplated hereby; and not to change its chief place of business or the place where the collateral or any part thereof is permanently kept without first giving Seller written notice of each such change. Upon the occurrence of any event of default under this Contract, Seller shall have all of the rights, powers, privileges and remedies granted to a secured party under the Uniform Commercial Code or otherwise provided by any other applicable law. It is agreed that any and all notes given hereunder or any renewals of the same, shall be considered as evidence of the sum due on this Contract, and not payments until paid, and shall be collateral to this Contract and the giving of the same, or the renewal of the same, or any part payment thereof, shall not divest any title of Seller until the purchase money is paid in full; nor shall any payment on account, and the receipt thereof, divest any title until the whole purchase price is paid in full.

Until the purchase price is paid in full, Buyer, at its own cost and expense, shall keep the Equipment CLEAN and in good repair, condition and working order and shall not remove, alter, disfigure, or cover up any numbering, lettering, or insignia displayed upon the Equipment, and shall use the Equipment in a normal manner.

(12a) Omitted

(12b) Omitted.

(12c) Omitted.

(12d) Omitted.

(12e) Omitted

(13) It is agreed that any repairs, accessories, or equipment placed upon or added to said Equipment by either party after delivery thereof, as in this Contract provided for, shall become part and parcel of said Equipment and subject to all of the terms and provisions of this Contract and all rights of Seller as conditional vendor of said Equipment, including the repossession thereof or seizure and foreclosure sale as herein provided, in the event of default on the part of Buyer in the performance of any of the terms and provisions of this Contract. See exceptions Para. (28).

(13a) Buyer shall disclose to Seller, upon Seller's request, all improvements to the equipment furnished under this contract discovered or invented by Buyer, its employees, or agents during Buyer's use, whether or not patentable, and, so far as Buyer may lawfully do so, shall grant or cause to be granted to Seller a non-exclusive royalty-free unlimited license with the right to grant sublicenses, under improvements, and/or all patents of the United States or foreign countries, owned or controlled by Buyer which may issue thereon, for the duration of such patents. In the event that Seller patents an idea or improvement discovered or invented by Buyer (except in the case of the Dowel Bar Inserter), Seller agrees to execute with Buyer a License and/or Royalty Agreement, for the use of said idea or improvement, under the terms and conditions of an agreement mutually agreed upon by the parties. In

the event that Seller enters into a Sublicense and/or a Royalty Agreement with a Third Party for a patented improvement or device developed and patented under this Contract by Buyer, then Seller shall share equally with Buyer all net License Fees and/or Royalties received directly related to said Patent after all costs and applicable taxes relating to such Sublicense and/or royalty agreement have been recovered.

(14) It is further agreed that if the payments provided for herein are not made at the time and in the manner provided herein; or if any note, notes, or renewal notes evidencing the same and as collateral to this Contract, as aforesaid, are not paid when due or if the Equipment is transferred to any person or seized upon execution or taken possession or by virtue of any order of process of court or through a proceeding in bankruptcy; or if default be made in the performance of any of the material agreements, covenants, and conditions herein to be kept and performed by Buyer which is not cured within 10 days following written notice thereof from Seller to Buyer; then, and in either event, all of the purchase price so remaining unpaid and any note or notes or renewal notes, given as aforesaid, shall at once become due and payable at the option of Seller, and Seller may, with demand and 30 days written notice and opportunity to cure, (a) sue for all or any part of the sums then owing and unpaid hereunder; (b) pursue and take possession of said property, wherever found, and may, for that purpose and without hindrance, enter upon the premises, wherever the said property is located, and remove and hold the same; (c) or Seller may at its option with demand and 30 days written notice resell the Equipment, or any part thereof, at a public or private sale for the account of Buyer and after deducting all expenses and attorney's fees incurred in connection therewith, credit the net proceeds thereof to the unpaid balance owing, and said Buyer agrees to pay to Seller any deficiency remaining under this Contract after such sale is completed and the net proceeds applied as aforesaid; (d) pursue any other remedies provided by law.

(14a) No delay or omission to exercise any right, power, or remedy of Seller shall impair any

such right, power, or remedy of Seller, nor shall it be construed to be a waiver of any breach or default of Buyer or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of Buyer must be in writing and shall be effective only to the extent specifically set forth in such writing.

(14b) In the event of any arbitration or action filed in relation to this sale, the unsuccessful party in said action will pay to the successful party, in addition to all other sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

(15) After delivery of the Equipment, the risk of loss by damage or destruction by fire, or any other cause, on or after the time when the Equipment is delivered FOB Ripon, CA, U.S.A., shall be upon the Buyer, whose obligation to make payment for said Equipment as herein provided shall not be affected thereby and Buyer agrees to save Seller and its assigns harmless from any and all liability by reason of real or pretended claims for damages to persons or property arising out of the transport, erection and operation of said Equipment by Buyer, except warranty claims, or claims stemming from Seller's breach of any of the agreements herein.

(16) Buyer agrees that until there shall have been complete performance of this Contract by Buyer, including full payments of all sums herein provided to be paid by Buyer to Seller, the Equipment hereinbefore described shall not be mortgaged or otherwise encumbered by Buyer without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed.

(17) This agreement, when accepted as hereinafter provided, shall be binding upon the parties hereto, their executors, administrators, successors and assigns.

(18) IT IS FURTHER AGREED THAT THIS INSTRUMENT EVIDENCE the whole agreement of said parties, and it cannot be changed, modified, or supplemented by any agent or other

person except in writing, approved in writing by R. M. Guntert, Jr. of Seller or the successor or designated representative of such individuals at its home office at Ripon, CA.

(19) To render this Contract binding upon Seller, it must be executed at its home office at Ripon, California by R. M. Guntert, Jr. of Seller and its execution by any other agent of Seller is subject to the approval of R. M. Guntert, Jr.

(20) Should the Buyer become indebted to the Seller, or any assignee of the Seller, on any account or obligation or for any service not within the terms of this agreement, the Buyer shall not be entitled to a bill of sale of said Equipment, nor shall title to said Equipment pass to Buyer from Seller until such other indebtedness has been fully paid; and if the buyer be in default at any time as to any of the terms or conditions hereof, all unpaid amounts of such other indebtedness shall at the option of Seller or its assigns become due and payable immediately, irrespective of the due date thereof.

(21) All notices required to be given hereunder may be transmitted by facsimile and confirmed by airmail with postage thereon prepaid addressed to the Buyer at the address hereinbelow set forth and to the Seller at the place where payments are being made hereunder.

(22) Time is of the essence of this Contract.

(23) The term "Seller" and "Buyer" herein shall be construed as singular or plural accordingly as one or more persons act as Seller or Buyer. The masculine shall be construed as feminine or neuter as occasion may require, and if more than one person execute this instrument as either Buyer or Seller, the obligation of each shall be joint and several.

(23a) The Buyer does warrant and state that there does not now exist and, until fully paid for, there will not exist any other extension of credit to Buyer which is intended to be secured by the Equipment described in this Contract. Buyer acknowledges receipt of a copy of this Contract. The Seller hereby accepts in good faith the foregoing statement of Buyer and because of his reliance thereon, agrees to extend the credit on the terms and conditions as set forth in the Contract.

(24) On shipment Seller will furnish certification that goods are complete as specified, tested as required per Seller's test schedules, and ready to ship at plant.

(25) Buyer may designate any one of their representatives to come to Seller's factory, at no cost to Buyer, for training in the maintenance and operation of the Equipment for a period not to exceed ___20___calendar days in the period of final assembly and testing, dismantling and shipping. All travel and living expenses of engineer(s) are of the account of Buyer. Seller shall give reasonable advance written notice to Buyer of the appropriate date for the arrival of Buyer's engineer(s) or technician(s).

(26) Contract Schedule of Delivery FOB Ripon, CA, USA. All items ready to ship FOB Freight Collect, Ripon, CA, USA, on or before July 8, 2021, providing Seller receives the executed Conditional Sales Order Contracts no later than January 15, 2021 and Payment No. 1 under the Contract is received by Seller no later than January 13, 2021.

(27) It is mutually agreed that this Contract shall be governed by and construed under the laws of the State of California; and if any suit is brought thereunder, it is to be brought in the courts of the State of California.

Any provision of this Contract prohibited by the laws governing it shall be ineffective to the extent of the prohibition without invalidating the remaining provisions of the Contract.

(28) Omitted

(29) Omitted

(30) Price Adjustment.

1. Within 30 days after receipt of order, Seller will provide Buyer with a complete recommended Spare Parts List with prices. Any spare parts may be ordered by Buyer on open account with Guntert & Zimmerman. Buyer shall be free to order spare parts from Guntert & Zimmerman or directly from others.

(31) Currency - Escalation - Increase.

All sums to be paid hereunder shall be paid in lawful money of the United States of America.

(32) List of Attachments.

Contract Drawings G-29375 and G-29503

G&Z Specification TB S850QBHV4f 0819

S850 Brochure

Standard Warranty

Service Conditions

CONDITIONAL SALES ORDER CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate this

13th day of January 2021.

NOTE:
Signature form to conform to the legal entity of all principals involved.

Anthony Allega Cement Contractor Inc.
Buyer

By _____ President
Title

Address 5585 Canal Road Valley View, Ohio 44125

By _____
Title

Address _____

I, Jeffrey F. Wallis, certify that I am Secretary of the Corporation named herein; that John Allega, who signed this contract on behalf of Anthony Allega Cement Contractor, Inc. was then President of said Corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereto affixed my hand and seal of said Corporation this

13th day of January 2021.

CORPORATE SEAL

ANTHONY ALLEGA CEMENT CONTRACTOR, INC. CORPORATE SEAL 1959 OHIO

_____

CONDITIONAL SALES ORDER CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate this

21st day of January 2021.

NOTE:
Signature form to conform to the legal entity of all principals involved.

GUNTERT & ZIMMERMAN CONST. DIV., INC.
Seller

By R. M. Guntert, Jr. — President & CEO
Title

Address 222 East Fourth Street, Ripon, CA 95366

I, Rolf C. Guntert, certify that I am Secretary of the Corporation named herein; that R. M. Guntert, Jr., who signed this contract on behalf of GUNTERT & ZIMMERMAN CONST. DIV., INC was then President & CEO of said Corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereto affixed my hand and seal of said Corporation this

_____ day of _____ 2021.

CORPORATE SEAL _____

EXHIBIT 2

GUNTERT & ZIMMERMAN CONST. DIV., INC.
222 East Fourth Street
Ripon, California 95366 USA
Ph: (+1) 209.599.0066 Fax: (+1) 209.599.2021
Email: gz@guntert.com www.guntert.com

CHANGE ORDER NO. 102

To: Anthony Allega Cement Contractor Inc.
Attn.: Jeff Wallis, CFO

February 7, 2022
Change Order No: 102

REFERENCE: G&Z Contract G-7171090B dated Jan. 13, 2021
Revised January 21, 2021, for S850SL Paver

Item	Quan	Description	Unit Price	Total

Changes to the S850SL Paver Contract Terms and Conditions:

1.0 Anthony Allega wishes to cancel the G&Z S850SL Slipform Paver Tractor contract. The final contract price of the S850SL Tractor and other parts was US$ 1,011,916.00. G&Z received two 30% payments per Contract. One payment was received on 1/13/2021 and the other on 3/15/2021. In full settlement of all outstanding issues between the parties including cancellation of the S850SL paver contract, the parties agree to the following:

Contract Value	US$ 1,011,916.00
60% payment received by G&Z per Conditional Sales Contract dated 1/12/2021	US$ 607,150.00
Total Refund Amount	US$ 607,150.00
Less: S850SL Paving Kit Sections Shipped on 7/16/2021	(US$ 39,848.00)
Less: Freighting cost to ship Paving Kit parts to Allega	(US$ 635.00)
Less: Allega open AR with G&Z as of February 7, 2022	(US$ 14,474.00)
Add: Extra costs (shipping and labor) Allega incurred moving their existing S850 Paver between projects as agreed per CO 101 dated 8/30/2021	US$ 42,791.00
Total Refund Amount Due to Anthony Allega	**(US$ 594,984.00)**

It is agreed that G&Z shall refund the total refund amount above to Anthony Allega by check per the agreed payment schedule below:

Payment No.1	50% by no later than February 16, 2022	US$ 297,492.00
Payment No.2	50% by no later than May 18, 2022	US$ 297,492.00

Presented for acceptance by:
GUNTERT & ZIMMERMAN CONST. DIV., INC.

By: _____
Ronald M. Guntert, Jr. President & CEO

date: 2/9/2022

Acknowledged and accepted by:
Anthony Allega Cement Contractor Inc.

by: _____
John Allega, President

date: February 9, 2022

JS 44 (Rev. 04/21)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

ANTHONY ALLEGA CEMENT CONTRACTOR, INC., an Ohio Corporation

(b) County of Residence of First Listed Plaintiff Summit County, Ohio
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

Tucker Ellis LLP
515 S. Flower Street, 42nd Fl, Los Angeles, CA 90071

DEFENDANTS

GUNTERT & ZIMMERMAN, CONST. DIV. INC., a California Corporation

County of Residence of First Listed Defendant San Joaquin County CA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only)*

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☒ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☒ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☒ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
28 USC Section 1332

Brief description of cause:
Breach of Contract and Unjust Enrichment

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE
October 11, 2022

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.