EXHIBIT
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

TEICHERT ASSET GROUP, INC., a Delaware Corporation, Plaintiff, v. GUNTERT & ZIMMERMAN CONST. DIV., INC., a California Corporation; AND DOES 1–10, inclusive, Defendants.	Case No. **COMPLAINT FOR BREACH OF CONTRACTS AND MONEY HAD AND RECEIVED**

Plaintiff TEICHERT ASSET GROUP, INC. ("Teichert") complains and alleges against Defendant GUNTERT & ZIMMERMAN CONST. DIV., INC. ("Guntert" or "Defendant") as follows:

GENERAL ALLEGATIONS

1. Teichert is, and at all times relevant herein was, a corporation duly organized and existing under the laws of the State of Delaware and duly licensed and qualified to do business in the State of California.

2. Teichert is informed and believes and thereon alleges that Defendant Guntert is, and at all times relevant herein was, a corporation duly organized and existing under the laws of the State of California and authorized to do business in the State of California. Teichert is further informed and believes, and based thereon alleges, that Guntert is in possession of certain

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component parts of the following equipment: (1) a TC1500 Texture Cure machine; (2) a S600 Slipform Paver; (3) a MP550 Placer; (4) a S850SL Paver Tractor Only; and (5) a PS Kit for S600 or S850SL Tractor.

3. Teichert is ignorant of the true names of defendants Does 1 through 10, inclusive ("Doe Defendants"), and has therefore sued them by the foregoing names, which are fictitious. Teichert is informed and believes, and based thereon alleges, that each of the Doe Defendants are legally responsible in some manner for the occurrences herein alleged. When their true names are discovered, Teichert will amend this Complaint to insert their true names in lieu of the fictitious names. Each reference in this Complaint to "Defendant," "Defendants" or a specifically-named defendant refers also to all defendants sued under such fictitious names.

4. Teichert is informed and believes and thereon alleges that at all times relevant herein each of the Defendants, including the Doe Defendants, was and is the agent, employee and partner of each of the remaining Defendants, and was, in performing the acts complained of herein, acting within the scope of such agency, employment or partnership authority.

5. Venue is proper in the California Superior Court, County of San Joaquin because San Joaquin County is where the agreements at issue were entered into and were to be performed.

FACTUAL BACKGROUND

6. On or about November 10, 2023, Teichert, as buyer, and Guntert, as seller, entered into a "CONDITIONAL SALES ORDER CONTRACT" for the purchase of "a TC1500 Texture Care Machine, a S600 Slipform Paver and MP550 Placer" at $3,304,887.00, payable in four separate installments (the "First Purchase Agreement").

7. Teichert made the First Purchase Agreement's first two payments on November 14, 2023 and March 21, 2024, respectively, totaling $1,982,931.00. According to the terms of the First Purchase Agreement, Payment No. 3 is due "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." The First Purchase Agreement also promised that the equipment would be ready to ship by the following dates provided that Guntert received the executed First Purchase Agreement and Payment No. 1 no later than November 16, 2023: May 7, 2024 for the TCI Texture Care

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Machine; June 24, 2024 for the MP550 Placer; and July 8, 2024 for the S600 Paver. Despite Teichert's timely performance under the First Purchase Agreement, Guntert has failed to make the specified equipment ready to ship.

8. On or about December 5, 2023, Teichert, as buyer, and Guntert, as seller, entered into a second "CONDITIONAL SALES ORDER CONTRACT" for the purchase of "a S850SL Paver Tractor Only and PS Kit for S600 or S850SL Tractor" at $1,707,750, payable in four separate installments (the "Second Purchase Agreement").

9. Teichert made the Second Purchase Agreement's first two payments on December 7, 2023 and April 10 & 11, 2024, respectively, totaling $1,024,649.00. According to the terms of the Second Purchase Agreement, Payment No. 3 is due "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." The Second Purchase Agreement also promised that the equipment would be ready to ship by August 19, 2024, provided Guntert received the executed Second Purchase Agreement and Payment No. 1 no later than December 10, 2023. Despite Teichert's timely performance under the Second Purchase Agreement, Guntert has failed to make the specified equipment ready to ship.

FIRST CAUSE OF ACTION

(Breach of Contract Against Guntert and DOES 1–10, inclusive)

10. Teichert realleges and incorporates by reference each and every allegation of the above Paragraphs 1 through 9, inclusive, as if fully set forth herein.

11. Teichert performed and duly completed its obligations under the First Purchase Agreement, except for those excused by Guntert's failure to perform.

12. As part of the First Purchase Agreement, Guntert agreed that "[i]n the event of any. . . 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." Teichert has retained Downey Brand, LLP to pursue its interests in this action and has and will continue to accrue attorney fees and costs. Accordingly, Teichert demands recovery for its attorney fees reasonably incurred in this

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action as well as costs, according to proof at trial.

13. Guntert breached the First Purchase Agreement by failing to make the specified equipment ready for delivery despite Teichert's timely performance.

14. As a direct, proximate, and foreseeable result of Guntert's failure to perform under the First Purchase Agreement, Teichert has been damaged in an amount not less than $1,982,931.00, plus interest, costs, and attorney fees, according to proof at trial. Teichert has further been damaged in the amount of $418,134.00 resulting from the need to rent, modify, repair, prepare, and transport replacement equipment for the equipment that was to be supplied under both Purchase Agreements.

WHEREFORE, Teichert seeks relief as set forth in the Prayer for Relief.

SECOND CAUSE OF ACTION

(Breach of Contract Against Guntert and DOES 1–10, inclusive)

15. Teichert realleges and incorporates by reference each and every allegation of the above Paragraphs 1 through 14, inclusive, as if fully set forth herein.

16. Teichert performed and duly completed its obligations under the Second Purchase Agreement, except for those excused by Guntert's failure to perform.

17. As part of the Second Purchase Agreement, Guntert agreed that "[i]n the event of any . . . 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." Teichert has retained Downey Brand, LLP to pursue its interests in this action and has and will continue to accrue attorney fees and costs. Accordingly, Teichert demands recovery for its attorney fees reasonably incurred in this action as well as costs, according to proof at trial.

18. Guntert breached the Second Purchase Agreement by failing to make the specified equipment ready for delivery despite Teichert's timely performance.

19. As a direct, proximate, and foreseeable result of Guntert's failure to perform under the Second Purchase Agreement, Teichert has been damaged in an amount not less than $1,024,649.00, plus interest, costs, and attorney fees, according to proof at trial. Teichert has

further been damaged in the amount of $418,134.00 resulting from the need to rent, modify, repair, prepare, and transport replacement equipment for the equipment that was to be supplied under both Purchase Agreements.

WHEREFORE, Teichert seeks relief as set forth in the Prayer for Relief.

THIRD CAUSE OF ACTION

(Money Had And Received Against Guntert and DOES 1–10, inclusive)

20. Teichert realleges and incorporates by reference each and every allegation of the above Paragraphs 1 through 19, inclusive, as if fully set forth herein.

21. On November 14, 2023 and March 21, 2024, Teichert made a total of $1,982,931.00 in payments to Guntert pursuant to the First Purchase Agreement.

22. Guntert received Teichert's payments to enable Guntert to make the equipment specified in the First Purchase Agreement ready to ship.

23. Guntert however failed to make the equipment specified in the First Purchase Agreement ready to ship and has thus become indebted to Teichert in the sum of $1,982,931.00.

24. Plaintiff has been and continues to be damaged in an amount to be determined at trial, and in excess of the jurisdictional minimum of this Court.

WHEREFORE, Teichert seeks relief as set forth in the Prayer for Relief.

FOURTH CAUSE OF ACTION

(Money Had And Received Against Guntert and DOES 1–10, inclusive)

25. Teichert realleges and incorporates by reference each and every allegation of the above Paragraphs 1 through 24, inclusive, as if fully set forth herein.

26. On December 7, 2023 and April 10 & 11, 2024, Teichert made a total of $1,024,649.00 in payments to Guntert pursuant to the Second Purchase Agreement.

27. Guntert received Teichert's payments to enable Guntert to make the equipment specified in the Second Purchase Agreement ready to ship.

28. Guntert however failed to make the equipment specified in the Second Purchase Agreement ready to ship and has thus become indebted to Teichert in the sum of $1,024,649.00 .

29. Plaintiff has been and continues to be damaged in an amount to be determined at

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trial, and in excess of the jurisdictional minimum of this Court.

WHEREFORE, Teichert seeks relief as set forth in the Prayer for Relief.

PRAYER FOR RELIEF

WHEREFORE, Teichert prays for judgment as follows:

ON THE FIRST CAUSE OF ACTION

1. For judgment in the amount of $1,982,931.00 for money paid to Guntert, together with interest thereon at the highest rate allowed by law since the date said sums became due and owing, according to proof at trial;

2. For costs of suit, including attorney fees, according to proof at trial;

ON THE SECOND CAUSE OF ACTION

3. For judgment in the amount of $1,024,649.00 for money paid to Guntert, together with interest thereon at the highest rate allowed by law since the date said sums became due and owing, according to proof at trial;

4. For costs of suit, including attorney fees, according to proof at trial;

ON THE FIRST AND SECOND CAUSE OF ACTION

5. For judgment in an additional amount of $418,134.00 for rental of replacement equipment, together with pre-judgment interest at the highest rate allowed by law, according to proof at trial;

ON THE THIRD CAUSE OF ACTION

6. For judgment in the amount of $1,982,931.00, together with interest thereon at the highest rate allowed by law since the date said sums became due and owing, according to proof at trial;

7. For costs of suit, including attorney fees, according to proof at trial;

ON THE FOURTH CAUSE OF ACTION

8. For judgment in the amount of $1,024,649.00, together with interest thereon at the highest rate allowed by law since the date said sums became due and owing, according to proof at trial;

9. For costs of suit, including attorney fees, according to proof at trial;

ON ALL CAUSES OF ACTION

10. For costs of suit herein, according to proof at trial;

11. For reasonable costs, including attorney fees as provided by law, statute, or contract, according to proof at trial

12. For other such relief as the court may deem just and proper.

DATED: April 9, 2025 DOWNEY BRAND LLP

By: _____

SCOTT D. McELHERN
ANTHONY SALABER
Attorneys for TEICHERT ASSET GROUP, INC.