

**EXHIBIT
16**

FILED

**COMMON PLEAS COURT
CLERMONT COUNTY, OHIO**

**TOTAL QUALITY LOGISTICS, LLC :
c/o The Law Offices of Brian T. Giles, LLC :
1470 Apple Hill Rd. :
Cincinnati, Ohio 45230 :**

Plaintiff,

-vs-

**GUNTERT & ZIMMERMAN, CONST. :
DIV., INC. :
222 East Fourth Street :
Ripon, CA 95366 :**

**ALSO SERVE: Guntert & Zimmerman, :
Const. Div., Inc. :
c/o Ronald M. Guntert, :
Registered Agent :
222 East Fourth Street :
Ripon, CA 95366 :**

Defendant.

**Case No.
Judge**

2020 CWH 00175 JUDGE BROCK

COMPLAINT

JUDGE BROCK

2020 FEB 18 AM 8:35
BARBARA A. WIEDERBEIN
CLERK OF COMMON PLEAS COURT
CLERMONT COUNTY, OH

Now comes Plaintiff Total Quality Logistics, LLC (the "Plaintiff"), by and through counsel, and for its Complaint against Defendant Guntert & Zimmerman, Const. Div., Inc. ("Defendant") states as follows:

1. Plaintiff is a limited liability company organized under the laws of the State of Ohio engaged in the logistics business with its primary offices in Clermont County, Ohio.
2. Defendant is a domestic for profit corporation duly organized under the laws of the State of California.

COUNT ONE – BREACH OF CONTRACT

3. On or about October 20, 2017, Plaintiff and Defendant entered into a Customer Application (the "Agreement"), whereby Plaintiff would provide logistics services to

Defendant in exchange for payment. A true and accurate copy of the Agreement is attached hereto as Exhibit A.

4. Plaintiff provided logistics services to Defendant. As such, Plaintiff was due amounts from Defendant pursuant to the Agreement.

5. From approximately May 21, 2019, to June 14, 2019, TQL, as a freight broker, successfully facilitated the transportation of five (5) loads for Defendant with independent motor carriers.

6. Plaintiff provided invoices to Defendant detailing the amounts owed for these services (the "Invoices"). A summary of the Invoices is attached as Exhibit B.

7. Plaintiff states that demand for payment has been made, payment has not been made by the Defendant, and the full balance is due and payable.

8. Plaintiff states that the amount due from the Defendant is \$57,500.00, plus interest at one and one-half percent per month from June 22, 2019, through the present pursuant to the terms of the Agreement.

COUNT TWO -- ACTION ON ACCOUNT

9. Plaintiff reincorporates the allegations written above.

10. Plaintiff states that demand for payment was made on an account pursuant to the Invoices, Defendant did not dispute the amounts owed pursuant to the Invoices and the full balance is due and payable.

11. Plaintiff states that the amount due from the Defendant is \$57,500.00, plus interest at one and one-half percent per month from June 22, 2019, through the present pursuant to the terms of the Agreement.

COUNT THREE -- UNJUST ENRICHMENT

12. Plaintiff reincorporates the allegations written above.
13. Plaintiff provided logistics services to the Defendant.
14. Plaintiff relied on Defendant's promises of payment.
15. The services supplied by Plaintiff yielded no benefit to and enriched Defendant at Plaintiff's expense.
16. Defendant has been unjustly enriched to the extent of the value of said services to the detriment of Plaintiff.
17. Plaintiff states that the amount due from the Defendant is \$57,500.00, plus interest at one and one-half percent per month from June 22, 2019, through the present pursuant to the terms of the Agreement.

COUNT FOUR -- QUANTUM MERUIT

18. Plaintiff reincorporates the allegations written above.
 19. Plaintiff has conferred a benefit on Defendant without receiving payment from Defendant for the full value of the benefit.
 20. Defendant knew of the benefit conferred by Plaintiff.
 21. Defendant has retained the benefit under circumstances it would be unjust to do so without compensation.
- Plaintiff states that the amount due from the Defendant is \$57,500.00, plus interest at one and one-half percent per month from June 22, 2019, through the present pursuant to the terms of the Agreement.

WHEREFORE, Plaintiff requests judgment in favor of Plaintiff and against Defendant in the amount of \$57,500.00, plus interest at one and one-half percent per month from June 22, 2019, through the present pursuant to the terms of the Agreement, plus court costs and attorneys' fees, and for all other and further relief to which Plaintiff is entitled in law or equity.

Respectfully submitted,

THE LAW OFFICES OF BRIAN T. GILES, LLC



Brian T. Giles (0072806)
1470 Apple Hill Rd.
Cincinnati, Ohio 45230
Counsel for Plaintiff
Brian@gilesfirm.com
513-379-2715

TOTAL QUALITY LOGISTICS CUSTOMER APPLICATION



MISSION STATEMENT

EXCEED THE CUSTOMERS' EXPECTATIONS AT ALL TIMES AND HANDLE THEIR TRANSPORTATION REQUIREMENTS FROM THE MOMENT OF PICK UP UNTIL DELIVERY, 24 HOURS A DAY, 7 DAYS A WEEK, 365 DAYS A YEAR.

COMPANY INFORMATION

MC #322572
Blue Book #203922
Red Book #285135
D & B #79-145-9410
SCAC Code: TQYL

INSURANCE COMPANY

C. Edward Lovins Insurance Agency
122 Water Street
Milford, OH 45150
Mark Brokamp
513-831-7900

BANKING INFORMATION

Fifth Third Bank
38 Fountain Square Plaza
Cincinnati, OH 45263
Timothy P. Kelly
513-579-4165

TQL FAST FACTS

- Serving the North American full-truckload market since 1997
- Ranked by Transport Topics as one of the nation's top freight brokerage firms
- Currently employs more than 3,300 nationwide
- Moves more than 24,000 loads per week
- Thousands of customers across North America
- Cutting edge technology solutions

INDUSTRY RANKINGS/RATINGS

- Blue Book - 40000M XXXX AA "Elite Transportation Member"
- Red Book - A**** "Business Character Award"
- Dun & Bradstreet - 5A2 (DUNS #79-145-9410)
- TIA Member - P3 Partner (Platinum Performance Program)
- National Association of Small Trucking Companies (NASTC) - Best Broker Member
- Better Business Bureau - Satisfactory Rating (highest possible rating)
- Member of the SmartWay Transport Partnership

Cincinnati, OH Office: Phone: 513-831-2600 or 800-580-3101
Mailing Address: P.O. Box 799, Milford, OH 45150

Remittance Address: P.O. Box 634558, Cincinnati, OH 45263-4558
Overnight Address: 1701 Edison Drive, Milford, OH 45150

TOTAL QUALITY LOGISTICS

CUSTOMER APPLICATION

CUSTOMER INFORMATION

* Indicates required field

Company Name*

GUNTERT & ZIMMERMAN CONST. Div., INC.

Physical Address*

222 E. 4th St.

City*

RIPON

State*

CA

Zip Code*

95366

☒ Billing Address Same as Physical Address.

City*

State*

Zip Code*

Billing Address*

COMPANY CLASSIFICATION

Year Business Started

1948

D & B Number

94-1098779

Company Type

CORP.

Do you have LTL freight? (check one)

☐ Yes ☒ No

Estimated maximum load value*

☐ \$0-\$50K ☐ \$51-\$100K ☐ \$101-\$250K

☐ \$251-\$500K ☒ \$501K

Stock Symbol

Estimated Full Truckloads Per Week

ACCOUNTS PAYABLE

Accounts Payable Contact

Christine

Accounts Payable Phone

209-599-0066

Accounts Payable Email

AP@GUNTERT.COM

Will we invoice other locations? (check one)

☐ Yes ☒ No ☐ I Don't Know

*(if yes) What additional locations?

TOTAL QUALITY LOGISTICS CUSTOMER APPLICATION

PROVIDING INFORMATION

At TQL, we're trying to reduce the use of paper to protect the environment. If you would like to help, please select yes to these options.

To process payment, may we exclude bills of lading from your invoice? ☐ Yes ☒ No ☐ I Don't Know

Do you accept invoices via email? (Copies of bills of lading can be attached)* ☒ Yes ☐ No

What email address should we use for invoices? (if yes)

AP@GUNTERT.COM

Do you accept invoices via fax? (Copies of bills of lading can be attached)* ☐ Yes ☒ No

Invoicing fax number* (if yes):

If invoicing a 3rd party

3rd Party Invoicing Company

3rd Party Invoicing Contact

3rd Party Invoicing Phone

Can we contact you to discuss Electronic Data Interchange (EDI) transactions? ☐ Yes ☒ No

EDI Contact Name* (if yes)

EDI Contact Phone Number* (if yes)

Do you require pallet exchange?

☐ Yes ☐ No ☒ I Don't Know

Do you reimburse for unloading charges?

☐ Yes ☒ No ☐ Sometimes

Do you have the ability to pay through ACH?

☐ Yes ☒ No ☐ I Don't Know

To process payment, do you require load tenders? ☐ Yes ☒ No

Do you have any additional Billing requirements (We will reach out to your billing contact)? ☐ Yes ☒ No

TOTAL QUALITY LOGISTICS CUSTOMER APPLICATION

BANK REFERENCE REQUIRED FOR MAXIMUM CREDIT

Bank Name

Bank Representative

BANK OF THE WEST

MONICA AHUMADA

Bank Phone Number

Checking Account Number

Email

209-235-1951

301000014

Bank Transit Number (Canada Only)

Fax Number

209-951-6524

CREDIT REFERENCE REQUIRED FOR MAXIMUM CREDIT

Company Name

FLORES AUTOMATION

Contact Name

Phone Number

JENNIFER CIANIOLO

242-682-4229

Company Name

RR USA

Contact Name

Phone Number

BARB WIENOR

610-546-4470

Company Name

D & B PRECISION SHEET METAL

Contact Name

Phone Number

WGS BALLARD

209-848-3030

Please FAX or EMAIL all five pages of the completed/signed application to: Total Quality Logistics, LLC
Attn: New Account Department, Fax: 513-965-7630, Email: NewAccounts@TQL.com.
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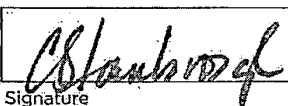
TOTAL QUALITY LOGISTICS CUSTOMER APPLICATION

GENERAL TERMS AND CONDITIONS

1. Customer hereby certifies that information furnished in this application is current and accurate. The term of this agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that either party may terminate this agreement on 30 days written notice to the other party. If the parties continue to conduct business after termination, the provisions of this agreement will continue to apply.
2. Our payment receiving terms are NET 30 days from invoice date.
3. Customer affirms that it is solvent, is not currently a party to any bankruptcy proceeding, is not being dissolved or otherwise liquidating its assets and can satisfy all financial obligations to TQL. Customer affirms that there are no open judgments, suits, or liens against Customer.
4. Finance charge of 1.5% per month (18% annum) added to accounts 30 days or more past due.
5. If TQL utilizes the services of a collection agency or attorney to collect any amounts due, Customer agrees to pay all associated collection costs, attorney fees, and court costs.
6. Customer will promptly notify TQL of any change in ownership.
7. Customer understands that TQL is a transportation broker only who arranges the transportation of freight by an independent third party motor carrier. Customer agrees that TQL will not fill out Bills of Lading and cannot be listed on Bills of Lading as the delivering carrier.
8. TQL records phone calls for quality assurance and training purposes.
9. In the event of cargo loss or damage, Customer must file a claim for the loss with TQL within nine (9) months from the date of such loss, shortage or damage, which for purposes of this agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. Customer agrees to assist TQL in the pursuit of a claim, including confirming the validity of the claim and claim amount with documentation. If TQL pays a claim, Customer automatically assigns any and all of its rights and interest in the claim to TQL.
10. Customer understands motor carriers under contract with TQL are required to maintain cargo loss and damage liability insurance in the amount of \$100,000.00 per shipment. By signing below, Customer acknowledges that loads valued in excess of \$100,000.00 will not be tendered without first giving written notice to allow TQL and/or the contracted motor carrier the opportunity to arrange for increased insurance limits. Failure to provide written notice will result in your loads being insured with a maximum liability of \$100,000.00.
11. The state courts located in Clermont County, Ohio shall have exclusive and irrevocable jurisdiction and shall be the exclusive venue with respect to any claim, counterclaim, dispute or lawsuit arising in connection with any transactions, loads, or other business between TQL and Customer.
12. In the event Customer is negligent or breaches the terms of this Agreement and there is a resulting claim, lawsuit or damages asserted against TQL, it agrees to indemnify, defend and hold TQL harmless to the fullest extent of the law.
13. By signing below, Customer acknowledges that the individual executing this agreement has authority to do so and further authorizes TQL to contact each and every credit/bank reference provided.

Company Name

GUNTERT & ZIMMERMAN CONST. DIV., INC.

	10-20-17	Christine Starbrough	Accts Mgrs.
Signature	Date	Print Name	Title

*By signing above I, and the company/entity I have authority to bind, consent to be legally bound by this Agreement's terms and conditions.

Please FAX or EMAIL all five pages of the completed/signed application to: Total Quality Logistics, LLC
Attn: New Account Department Fax: 513-965-7630. Email: NewAccounts@TQL.com.
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TOTAL QUALITY LOGISTICS CUSTOMER APPLICATION

Customer and Total Quality Logistics LLC ("TQL"), hereby agree as follows:

1. Parties. Customer is a party responsible for goods it wishes to have transported. TQL is a freight broker only. It is not, and does not act as a motor carrier. TQL contracts with Independent motor carriers ("Carriers") on behalf of Customer for the purpose of transporting Customer's freight.

2. Tariffs. In the event of a conflict in the terms of this Agreement and any applicable tariff ("Tariff") in effect with a Carrier at the time of the shipment, the Tariff shall take precedence and control the interpretation of the rights and obligations of the Parties. If no conflict exists, this Agreement shall control. Customer is responsible for requesting and reviewing Tariffs in effect with a Carrier. TQL is not obligated to provide copies of Tariffs to Customer.

3. Bills of Lading. TQL will provide Customer with a Bill of Lading ("BOL") which must be provided to the carrier at the time of loading. Use of alternate BOLs in place of or with the original BOL is prohibited; any additional paperwork required to move with the shipment should be affixed to or packaged with the freight. If the proper BOL is not used, Customer agrees that TQL may correct or replace the documents at Customer's expense. Failure to provide the proper BOL to the Carrier may render the entire transaction void. TQL shall have no obligation to make any payments or honor any quotes in instances involving: (i) the unauthorized use or alteration of a BOL, (ii) the tendering of shipments to a Carrier that has not been authorized, or (iii) the use of any BOL not authorized by TQL and/or Carrier.

4. Determination of Charges. Customer shall be liable for all charges payable on tendered freight. Such charges include transportation, fuel, other applicable accessorial charges, all adjustments issued by Carrier after shipment, and government penalties, fines and taxes. Rates are based on the Carrier's tariff, class of product as determined by the National Motor Freight Traffic Association ("NMFTA"), shipment weight, pallet count, density, dimensions, and volume of the shipment. Customer maintains responsibility for the

accuracy of its commodity's NMFC number and freight class. Customer acknowledges that post-shipment adjustments will be paid by Customer if: (i) the original quote was based upon incorrect information provided by Customer; (ii) additional services by Carrier were required; (iii) the Customer authorized the Carrier to perform pick-up, transportation or delivery functions other than noted on the BOL; and/or (iv) the Customer fails to use the agreed upon BOL. While TQL strives to notify its Customers of all charges in advance, this is not always possible and unanticipated charges may be added. TQL will use reasonable efforts to promptly notify Customer of any such charges.

5. Lien. Carrier shall have a lien on the shipment for all sums due it relating to that shipment.

6. Claims and Limitations of Liability. TQL is not liable for any loss, damage, mis-delivery or non-delivery caused by: (i) the act, default or omission of a Carrier, Customer or any other party; (ii) the nature of the shipment or any defect; (iii) a violation by Customer of any provision of this Agreement, the BOL, Carrier's tariff, including, improper or insufficient packing, packaging, securing, marking or addressing; (iv) failure to observe any law, rule or regulation relating to shipments not acceptable for transportation; (v) acts of God, public enemies, public authorities, acts or omissions of customs or quarantine officials, war, riots, strikes, labor disputes, shortages or weather conditions; (vi) acts or omissions of any individual other than employees of TQL; and/or (vii) the selection of a Carrier for a particular shipment. Customer acknowledges that the burden of any loss or damage is exclusively on Customer, and that the maximum amount of TQL's liability is limited to the fees TQL earned on the subject shipment. Customer acknowledges that TQL is not liable for the negligent acts or omissions of its employees except to the extent these acts or omissions constitute gross negligence.

7. Insurance. Each Carrier's tariff will determine insurance coverage offered on any shipment, subject to any noted exception. Customer acknowledges a claim for damages does not

relieve it of its obligation to pay. TQL has no responsibility or liability relating to the issuance, denial, or payment or any claim by Carrier, insurance or any other party.

8. Guaranteed Services. LTL transit times begin the day after the pickup, except as otherwise noted by the Carrier. Guaranteed service transit times do not include holiday or "no service" days as defined by the Carrier. In the event a Carrier fails to comply with the guaranteed service requested, Customer shall have fourteen (14) days from the actual delivery date to deliver a written claim request to TQL. If TQL does not receive a claim request within fourteen (14) days, the service provided by the Carrier will be deemed to have met all service standards and any claim will be denied. In the event a Carrier fails to comply with the guaranteed service requested, TQL will credit the account of Customer with any amount paid by the Carrier. TQL is not liable for charges arising from a missed guarantee.

9. Governing Law, Forum, Venue. Customer and TQL agree that the exclusive jurisdiction and venue for any lawsuit to resolve a dispute arising out of this Agreement shall be in state court in Clermont County, Ohio. The prevailing party shall be entitled to all reasonable expenses, attorneys' fees and costs.

10. Disclaimer of Warranties. TQL makes no warranties, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose, with regard to any shipment, warehoused goods, items in transit or deliveries or with regard to the information or services provided. TQL cannot guarantee delivery by any specific time or date. In no event shall TQL be liable for any special, incidental, or consequential damages, including damages relating to loss of profits or income, whether or not such damages were reasonably foreseeable.

Company Name

GUNTERT & ZIMMERMAN CONST. DIV., Inc.

Signature

Date

Print Name

Title

*By signing above I, and the company/entity I have authority to bind, consent to be legally bound by this Agreement's terms and conditions.

Please FAX or EMAIL all five pages of the completed/signed application to: Total Quality Logistics, LLC
Attn: New Account Department, Fax: 513-965-7630, Email: NewAccounts@TQL.com.
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Guntert & Zimmerman, Const. Div., Inc.				
Billed AR				
PO Number	Bill Date	Original Amount	Balance	Days Old
12222914	5/21/2019	\$35,600.00	\$25,600.00	267
12390826	6/5/2019	\$22,000.00	\$22,000.00	252
12460512	6/11/2019	\$2,000.00	\$2,000.00	246
12443303	6/13/2019	\$3,400.00	\$3,400.00	244
12390827	6/14/2019	\$4,500.00	\$4,500.00	243
5 loads		\$67,500.00	\$57,500.00	