

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

**FINISHMASTER, INC.,
Plaintiff,**

vs.

Case No. **1:20-cv-299**

**GMP CARS, LLC; GMP CARS COLLISION
FREMONT, LLC; GMP CARS COLLISION
SAN FRANCISCO, LLC, GMP CARS
COLLISION SAN RAFAEL, LLC; GMP
CARS COLLISION SANTA CLARA, LLC;
GMP CARS COLLISION FAIRFIELD, LLC;
GMP CARS COLLISION SANTA ROSA,
LLC; GMP CARS COLLISION VALLEJO,
LLC; and GEOFFREY PALERMO,
Defendants.**

NOTICE OF REMOVAL

Defendants, GMP Cars, LLC; GMP Cars Collision Fremont, LLC; GMP Cars Collision San Francisco, LLC; GMP Cars Collision San Rafael, LLC; GMP Cars Collision Santa Clara, LLC; GMP Cars Collision Fairfield, LLC; GMP Cars Collision Santa Rosa, LLC; GMP Cars Collision Vallejo, LLC; and Geoffrey Palermo (collectively, “Defendants”), by counsel, hereby file their Notice of Removal of the above-referenced action from the Marion Superior Court, Civil Division, Room No. 3, State of Indiana, Cause No. 49D03-1912-PL-053497 (the “State Action”), to the United States District Court for the Southern District of Indiana, Indianapolis Division, pursuant to 28 U.S.C. §1441 *et. seq.* The grounds for removal are as follows:

1. This Court has original jurisdiction of this action pursuant to 28 U.S.C. 1332 (diversity jurisdiction) in that the allegations set forth in Plaintiff’s Complaint in the State Court Action allege complete diversity of jurisdiction, in that:

- a. Plaintiff is a corporation organized under the laws of the State of Indiana, having its principal office and place of business in Indianapolis, Indiana (Complaint, ¶ 1).
- b. Defendant, GMP Cars, LLC, is a limited liability company organized under the laws of the State of California, having its principal place of business in Novato, California (Complaint, ¶ 2).
- c. Defendant, GMP Cars Collision Fremont, LLC, is a limited liability company organized under the laws of the State of California, having its principal place of business in Fremont, California (Complaint, ¶ 3).
- d. Defendant, GMP Cars Collision San Francisco, LLC, is a limited liability company organized under the laws of the State of California, having its principal place of business in Novato, California (Complaint, ¶ 4).
- e. Defendant, GMP Cars Collision San Rafael, LLC, is a limited liability company organized under the laws of the State of California, having its principal place of business in San Rafael, California (Complaint, ¶ 5).
- f. Defendant, GMP Cars Collision Santa Clara, LLC, is a limited liability company organized under the laws of the State of California, having its principal place of business in Novato, California (Complaint, ¶ 6).
- g. Defendant, GMP Cars Collision Fairfield, LLC, is a limited liability company organized under the laws of the State of California, having its principal place of business in Fairfield, California (Complaint, ¶ 7).
- h. Defendant, GMP Cars Collision Santa Rosa, LLC, is a limited liability company organized under the laws of the State of California, having its principal place of business in Santa Rosa, California (Complaint, ¶ 8).

- i. Defendant, GMP Cars Collision Vallejo, LLC, is a limited liability company organized under the laws of the State of California, having its principal place of business in Vallejo, California (Complaint, ¶ 9).
- j. Defendant, Geoffrey Palermo, is a citizen and resident of the State of California (Complaint, ¶ 10).

2. In addition, the amount in controversy, as set forth in Plaintiff's Complaint, exclusive of interest and costs, satisfies the jurisdictional minimum amount requirement of \$75,000.00 (Complaint, ¶¶ 19, 20, 28, 29, 38 and 45).

3. Removal of this action to the United States District Court for the Southern District of Indiana, Indianapolis Division, is proper pursuant to 28 U.S.C. 1441(a) since this Court has original jurisdiction and the Marion Superior Court is located in the Indianapolis Division of the United States District Court for the Southern District of Indiana.

4. Defendants received notice of this lawsuit through service by certified mail, return receipt requested, on or about January 2, 2020, with said lawsuit being filed December 26, 2019. Therefore, removal of this action is timely pursuant to 28 U.S.C. §1446(b).

5. As is required by 28 U.S.C. §1446(a), Defendants have attached hereto, as **Exhibit A**, all of the State Court pleadings of record that have been filed in this matter which consist of:

- a. Plaintiff's Complaint for Damages
- b. Summons filed for all Defendants
- c. Appearance of Counsel for Plaintiff
- d. Appearance of Counsel for Defendants
- e. Notice of Automatic Initial Enlargement of Time.

A separate copy of Plaintiff's Complaint for Damages is also attached hereto as **Exhibit B**.

WHEREFORE, Defendants respectfully petition the Court to accept jurisdiction of this action in accordance with the foregoing statutory provisions in order that this case proceed in this Court as an action properly removed to it, to assign a cause number for this action, and for all other proper relief.

/s/ William M. Braman

William M. Braman, Attorney No.15124-47
LORENZO BEVERS BRAMAN & CONNELL
218 West Second Street
Seymour, IN 47274
Braman.William@outlook.com
Phone (812) 524-9000
Fax (812) 524-9001
Attorney for Defendants

CERTIFICATE OF SERVICE

I hereby certify that the above and foregoing Notice of Removal was E-filed via the Court's e-file system and served on the following counsel of record, by first class, United States mail, postage prepaid, Matthew B. Barr and Kelsey C. Dilday, counsel for Plaintiff, 11 South Meridian Street, Indianapolis, IN 46204, on this 27th day of January, 2020.

/s/ William M. Braman

William M. Braman

EXHIBIT A

STATE COURT DOCKET AND DOCUMENTS

This is not the official court record. Official records of court proceedings may only be obtained directly from the court maintaining a particular record.

FinishMaster, Inc. v. GMP Cars, LLC, GMP Cars Collision Fremont, LLC, GMP Cars Collision San Francisco, LLC et al

Case Number	49D03-1912-PL-053497
Court	Marion Superior Court, Civil Division 3
Type	PL - Civil Plenary
Filed	12/26/2019
Status	12/26/2019 , Pending (active)

Parties to the Case

Defendant GMP Cars, LLC

Address

20 Pimental Ct., Ste. C-4
Novato, CA 94949

Attorney

William M Braman
#1512447, Retained

Lorenzo, Bevers, Braman & Connell
218 W. 2nd Street
Seymour, IN 47274
812-524-9000(W)

Defendant GMP Cars Collision Fremont, LLC

Address

4878 Davenport Place
Fremont, CA 94538

Attorney

William M Braman
#1512447, Retained

Lorenzo, Bevers, Braman & Connell
218 W. 2nd Street
Seymour, IN 47274
812-524-9000(W)

Defendant GMP Cars Collision San Francisco, LLC

Address

83 Hamilton Dr., Ste. 202
Novato, CA 94949

Attorney

William M Braman
#1512447, Retained

Lorenzo, Bevers, Braman & Connell
218 W. 2nd Street
Seymour, IN 47274
812-524-9000(W)

Defendant GMP Cars Collision San Rafael, LLC

Address

1345 E. Francisco Boulevard
San Rafael, CA 94901

Attorney

William M Braman
#1512447, Retained

Lorenzo, Bevers, Braman & Connell
218 W. 2nd Street
Seymour, IN 47274
812-524-9000(W)

Defendant GMP Cars Collision Santa Clara, LLC

Address

83 Hamilton Dr., Ste. 202
Novato, CA 94949

Attorney

William M Braman
#1512447, Retained

Lorenzo, Bevers, Braman & Connell
218 W. 2nd Street
Seymour, IN 47274
812-524-9000(W)

Defendant GMP Cars Collision Fairfield, LLC

Address

1350 N. Texas St.
Fairfield, CA 94533

Attorney

William M Braman
#1512447, Retained

Lorenzo, Bevers, Braman & Connell
218 W. 2nd Street
Seymour, IN 47274
812-524-9000(W)

Defendant GMP Cars Collision Santa Rosa, LLC

Address

1600 Piner Road
Santa Rosa, CA 95403

Attorney

William M Braman
#1512447, Retained

Lorenzo, Bevers, Braman & Connell
218 W. 2nd Street
Seymour, IN 47274
812-524-9000(W)

Defendant GMP Cars Collision Vallejo, LLC

Address

850 Redwood St.
Vallejo, CA 95490

Attorney

William M Braman
#1512447, Retained

Lorenzo, Bevers, Braman & Connell
218 W. 2nd Street
Seymour, IN 47274
812-524-9000(W)

Defendant Palermo, Geoffrey

Address

[REDACTED]
Novato, CA 94949

Attorney

William M Braman
#1512447, Retained

Lorenzo, Bevers, Braman & Connell
218 W. 2nd Street
Seymour, IN 47274
812-524-9000(W)

Plaintiff FinishMaster, Inc.

Address

115 W Washington St.
Ste. 700 S
Indianapolis, IN 46204

Attorney

Matthew B Barr
#2625253, Lead, Retained

Barnes & Thornburg LLP
11 S. Meridian Street
Indianapolis, IN 46204
317-236-1313(W)

Attorney

Kelsey Christina Dilday
#3520549, Retained

11 South Meridian
Indianapolis, IN 46204

Chronological Case Summary

12/26/2019 Case Opened as a New Filing

12/26/2019 Complaint/Equivalent Pleading Filed

Complaint

Filed By: FinishMaster, Inc.

File Stamp: 12/26/2019

12/26/2019 **Appearance Filed**
Appearance
For Party: FinishMaster, Inc.
File Stamp: 12/26/2019

12/26/2019 **Subpoena/Summons Filed**
Palermo Summons Filed
Filed By: FinishMaster, Inc.
File Stamp: 12/26/2019

12/26/2019 **Subpoena/Summons Filed**
GMP Cars Collision Fairfield Summons Filed
Filed By: FinishMaster, Inc.
File Stamp: 12/26/2019

12/26/2019 **Subpoena/Summons Filed**
GMP Cars Collision Fremont Summons Filed
Filed By: FinishMaster, Inc.
File Stamp: 12/26/2019

12/26/2019 **Subpoena/Summons Filed**
GMP Cars Collision SF Summons Filed
Filed By: FinishMaster, Inc.
File Stamp: 12/26/2019

12/26/2019 **Subpoena/Summons Filed**
GMP Cars Collision San Rafael Summons Filed
Filed By: FinishMaster, Inc.
File Stamp: 12/26/2019

12/26/2019 **Subpoena/Summons Filed**
GMP Cars Collision Santa Clara Summons Filed
Filed By: FinishMaster, Inc.
File Stamp: 12/26/2019

12/26/2019 **Subpoena/Summons Filed**
GMP Cars Collision Santa Rosa Summons Filed
Filed By: FinishMaster, Inc.
File Stamp: 12/26/2019

12/26/2019 **Subpoena/Summons Filed**
GMP Cars Collision Vallejo Summons Filed
Filed By: FinishMaster, Inc.
File Stamp: 12/26/2019

12/26/2019 **Subpoena/Summons Filed**
GMP Cars Summons Filed
Filed By: FinishMaster, Inc.
File Stamp: 12/26/2019

01/21/2020 Appearance Filed

Appearance for Defendants

For Party: GMP Cars, LLC
 For Party: GMP Cars Collision Fremont, LLC
 For Party: GMP Cars Collision San Francisco, LLC
 For Party: GMP Cars Collision San Rafael, LLC
 For Party: GMP Cars Collision Santa Clara, LLC
 For Party: GMP Cars Collision Fairfield, LLC
 For Party: GMP Cars Collision Santa Rosa, LLC
 For Party: GMP Cars Collision Vallejo, LLC
 For Party: Palermo, Geoffrey
 File Stamp: 01/21/2020

01/21/2020 Notice Filed

Notice of Automatic Initial Enlargement of Time

Filed By: GMP Cars, LLC
 Filed By: GMP Cars Collision Fremont, LLC
 Filed By: GMP Cars Collision San Francisco, LLC
 Filed By: GMP Cars Collision San Rafael, LLC
 Filed By: GMP Cars Collision Santa Clara, LLC
 Filed By: GMP Cars Collision Fairfield, LLC
 Filed By: GMP Cars Collision Santa Rosa, LLC
 Filed By: GMP Cars Collision Vallejo, LLC
 Filed By: Palermo, Geoffrey
 File Stamp: 01/21/2020

Financial Information

* Financial Balances reflected are current representations of transactions processed by the Clerk's Office. Please note that any balance due does not reflect interest that has accrued - if applicable - since the last payment. For questions/concerns regarding balances shown, please contact the Clerk's Office.

FinishMaster, Inc.

Plaintiff

Balance Due (as of 01/22/2020)

0.00

Charge Summary

Description	Amount	Credit	Payment
Court Costs and Filing Fees	157.00	0.00	157.00

Transaction Summary

Date	Description	Amount
12/26/2019	Transaction Assessment	157.00
12/26/2019	Electronic Payment	(157.00)

This is not the official court record. Official records of court proceedings may only be obtained directly from the court maintaining a particular record.

STATE OF INDIANA)
) SS: IN THE MARION SUPERIOR / CIRCUIT COURT
COUNTY OF MARION) CAUSE NO.

FINISHMASTER, INC.,)
)
 Plaintiff,)
)
 vs.)
)
 GMP CARS, LLC, GMP CARS COLLISION)
 FREMONT, LLC, GMP CARS COLLISION)
 SAN FRANCISCO, LLC, GMP CARS)
 COLLISION SAN RAFAEL, LLC, GMP)
 CARS COLLISION SANTA CLARA, LLC,)
 GMP CARS COLLISION FAIRFIELD, LLC,)
 GMP CARS COLLISION SANTA ROSA,)
 LLC, GMP CARS COLLISION VALLEJO,)
 LLC, and GEOFFREY PALERMO,)
 Defendants.)

COMPLAINT FOR DAMAGES

Plaintiff FinishMaster, Inc. by counsel, for its Complaint for Damages against Defendants GMP Cars, LLC; GMP Cars Collision Fremont, LLC; GMP Cars Collision San Francisco, LLC; GMP Cars Collision San Rafael, LLC; GMP Cars Collision Santa Clara, LLC; GMP Cars Collision Fairfield, LLC; GMP Cars Collision Santa Rosa, LLC; GMP Cars Collision Vallejo, LLC; and Geoffrey Palermo states as follows:

PARTIES AND VENUE

1. FinishMaster ("FinishMaster") is a corporation organized under the laws of the State of Indiana, having its principal office and place of business in Indianapolis, Indiana.
2. Defendant GMP Cars, LLC ("GMP Cars") is a limited liability company organized under the laws of the State of California, having its principal place of business at 20 Pimental Ct., C-4, Novato, California 94949. Upon information and belief, GMP Cars may be served through its

registered agent, David H. Bate, at 5901 W. Century Boulevard, Suite 750, Los Angeles, California 90045.

3. Defendant GMP Cars Collision Fremont, LLC (“GMP Cars Collision Fremont”) is a limited liability company organized under the laws of the State of California, having its principal place of business at 4878 Davenport Place, Fremont, California 94538. Upon information and belief, GMP Cars Collision Fremont may be served through its registered agent, Geoffrey Palermo, at 86 Hamilton Dr., Novato, California 94949.

4. Defendant GMP Cars Collision San Francisco, LLC (“GMP Cars Collision SF”) is a limited liability company organized under the laws of the State of California, having its principal place of business at 83 Hamilton Dr., Ste. 202, Novato, California 94949. Upon information and belief, GMP Cars Collision SF may be served through its registered agent, Geoffrey Palermo, at 83 Hamilton Dr., Ste. 202, Novato, California 94949.

5. Defendant GMP Cars Collision San Rafael, LLC (“GMP Cars Collision San Rafael”) is a limited liability company organized under the laws of the State of California, having its principal place of business at 1345 E. Francisco Boulevard, San Rafael, California 94901. Upon information and belief, GMP Cars Collision San Rafael may be served through its registered agent, Geoffrey Palermo, at 86 Hamilton Ave., Novato, California 94949.

6. Defendant GMP Cars Collision Santa Clara, LLC (“GMP Cars Collision Santa Clara”) is a limited liability company organized under the laws of the State of California, having its principal place of business at 83 Hamilton Dr., Ste. 202, Novato, California 94949. Upon information and belief, GMP Cars, LLC may be served through its registered agent, David H. Bate, at 5901 W. Century Boulevard, Suite 750, Los Angeles, California 90045.

7. Defendant GMP Cars Collision Fairfield, LLC (“GMP Cars Collision Fairfield”) is a limited liability company organized under the laws of the State of California, having its principal place of business at having its principal place of business at 1350 N. Texas St., Fairfield, California 94533. Upon information and belief, GMP Cars Collision Fairfield may be served through its registered agent, Geoffrey Palermo, at 83 Hamilton Dr., Ste. 202, Novato, California 94949.

8. Defendant GMP Cars Collision Santa Rosa, LLC (“GMP Cars Collision Santa Rosa”) is a limited liability company organized under the laws of the State of California, having its principal place of business at 1600 Piner Road, Santa Rosa, California 95403. Upon information and belief, GMP Cars Collision Santa Rosa may be served through its registered agent, Geoffrey Palermo, at 86 Hamilton Dr., Novato, California 94949.

9. Defendant GMP Cars Collision Vallejo, LLC (“GMP Cars Collision Vallejo”) is a limited liability company organized under the laws of the State of California, having its principal place of business at 850 Redwood St., Vallejo, California 95490. Upon information and belief, GMP Cars Collision Vallejo may be served through its registered agent, Geoffrey Palermo, at 86 Hamilton Dr., Novato, California 94949.

10. Geoffrey Palermo (“Palermo”) is a citizen and resident of the State of California. Upon information and belief, Palermo can be served at [REDACTED] Novato, California 94949.

11. Venue is proper in Marion County, Indiana, pursuant to Indiana Trial Rule 75(A) and the contracts between the parties. *See Exhibit A*, FinishMaster Six Locations Customer Agreement, ¶ 9, attached hereto (“The parties consent to and submit to the sole and exclusive jurisdiction of the federal and state courts located in Indianapolis, Indiana.”); *see also Exhibit B*, FinishMaster/GMP Cars Collision Fairfield Customer Agreement, ¶ 9, attached hereto (same); *see*

also Exhibit C, FinishMaster/GMP Cars Collision Santa Clara Customer Agreement, ¶ 9, attached hereto (same).

**COUNT I – BREACH OF THE FINISHMASTER SIX LOCATIONS
CUSTOMER AGREEMENT AND AMENDMENT
VERSUS
GMP CARS, GMP CARS COLLISION FREMONT, GMP CARS COLLISION SF,
GMP CARS COLLISION SANTA ROSA, GMP CARS COLLISION SAN RAFAEL, AND
GMP CARS COLLISION VALLEJO**

12. The allegations contained in paragraphs 1 through 11 are hereby realleged and incorporated as if fully set forth herein.

13. Six GMP Cars entities, including GMP Cars, GMP Cars Collision Fremont, GMP Cars Collision SF, GMP Cars Collision Santa Rosa, GMP Cars Collision San Rafael, and GMP Cars Collision Vallejo (collectively, the “Six Locations”), executed a FinishMaster Customer Agreement (“Six Locations Customer Agreement”) with FinishMaster, effective August 28, 2018, whereby the Six Locations agreed to purchase 100% of their paint and material requirements exclusively from FinishMaster and to be current with its account with FinishMaster, among other things. *See* Exhibit A. In exchange for the commitment of all six entities, FinishMaster agreed to provide conditional benefits to these entities, including, but not limited to, an advanced credit (“Six Locations Jobber Credit”) in the amount of \$750,000.00 provided to these entities. *See* Exhibit A, ¶ 4.

14. In the event that any of the Six Locations failed to fulfill their obligations, the Six Locations Customer Agreement provided for the entities to pay all outstanding invoices and to return the entire Six Locations Jobber Credit to FinishMaster. *See* Exhibit A, ¶ 4. The Six Locations Customer Agreement also authorized FinishMaster to collect attorneys’ fees arising from its efforts to collect past due amounts. *See* Exhibit A, ¶ 9.

15. FinishMaster and the Six Locations subsequently executed an Amendment to the Six Locations Customer Agreement (the "Amendment"), effective October 17, 2018, and attached hereto as Exhibit D. The Amendment provided an additional \$50,000.00 Advanced Credit ("Six Locations Amendment Credit"), but otherwise did not alter the original Six Locations Customer Agreement. *See Exhibit D.*

16. FinishMaster performed in accordance with the Six Locations Customer Agreement and Amendment.

17. The Six Locations breached the Six Locations Customer Agreement and Amendment by failing to pay for purchases when due, by informing FinishMaster that they would stop exclusively purchasing paint and material exclusively from FinishMaster, and because they will never fulfill the Purchase Requirement, all in violation of paragraph 5 of the Six Locations Customer Agreement.

18. This violation constituted a breach of contract resulting in the automatic termination of the Six Locations Customer Agreement and Amendment under paragraph 4 of both.

19. As a result, the Six Locations owe FinishMaster at least \$902,681.29, plus attorneys' fees, costs, and interest as follows:

- (a) The Six Locations must return the entire Six Locations Jobber Credit received from FinishMaster in the amount of \$750,000.00;
- (b) The Six Locations must return the entire Six Locations Amendment Credit received from FinishMaster in the amount of \$50,000.00;
- (c) The Six Locations must pay their outstanding account balances in the amount of \$102,681.29.

20. The Six Locations also owe FinishMaster lost profits resulting from their failure to purchase \$4,021,000.00 worth of paint and material products as required in paragraph 3 of the Six Locations Customer Agreement, and unaltered by the Amendment.

21. All conditions precedent to FinishMaster's right to recover these amounts under the Six Locations Customer Agreement have been performed or have occurred.

WHEREFORE, FinishMaster, Inc. requests this Court to enter judgment in its favor and against Defendants GMP Cars, LLC; GMP Cars Collision Fremont, LLC; GMP Cars Collision San Francisco, LLC; GMP Cars Collision Santa Rosa, LLC; GMP Cars Collision San Rafael, LLC, and GMP Cars Collision Vallejo, LLC for actual damages for breach of contract in the amount of \$902,681.29, plus (i) costs incurred by FinishMaster in bringing this action, including, but not limited to, attorneys' fees and court costs, as allowed under the Six Locations Customer Agreement; (ii) post judgment costs of collection, including, but not limited to, attorneys' fees and court costs as allowed under the Six Locations Customer Agreement and/or Indiana law; (iii) lost profits; and (iv) any and all other amounts whatsoever payable under the Six Locations Customer Agreement or applicable law.

**COUNT II – BREACH OF THE FINISHMASTER/GMP CARS COLLISION
FAIRFIELD CUSTOMER AGREEMENT AND AMENDMENT
VERSUS
GMP CARS AND GMP CARS COLLISION FAIRFIELD**

22. The allegations contained in paragraphs 1 through 21 are hereby realleged and incorporated as if fully set forth herein.

23. GMP Cars and GMP Cars Collision Fairfield,¹ executed a FinishMaster Customer Agreement ("Fairfield Customer Agreement") with FinishMaster, effective October 1, 2018,

¹ Per the California Secretary of State business records, "GMP Cars Fairfield, LLC" is not a registered limited liability company. FinishMaster took "GMP Cars Fairfield, LLC" to mean "GMP Cars Collision Fairfield, LLC," which is a registered California limited liability company.

whereby GMP Cars agreed to purchase 100% of its paint and material requirements exclusively from FinishMaster and to be current with their account with FinishMaster, among other things. *See Exhibit B.* In exchange for GMP Cars' and GMP Cars Collision Fairfield's commitment, FinishMaster agreed to provide conditional benefits to GMP Cars and GMP Cars Collision Fairfield, including, but not limited to, an advanced credit ("Fairfield Jobber Credit") in the amount of \$95,000.00 provided to GMP Cars. *See Exhibit B, ¶ 4.*

24. In the event that GMP Cars and GMP Cars Collision Fairfield failed to fulfill their obligations, the Fairfield Customer Agreement provided for GMP Cars and GMP Cars Collision Fairfield to pay all outstanding invoices and to return the entire Fairfield Jobber Credit to FinishMaster. *See Exhibit B, ¶ 4.* The Fairfield Customer Agreement also authorized FinishMaster to collect attorneys' fees arising from its efforts to collect past due amounts. *See Exhibit B, ¶ 9.*

25. FinishMaster performed in accordance with the Fairfield Customer Agreement.

26. GMP Cars and GMP Cars Collision Fairfield breached the Fairfield Customer Agreement by failing to pay for purchases when due, by informing FinishMaster that they would stop exclusively purchasing paint and material exclusively from FinishMaster, and because they will never fulfill the Purchase Requirement, all in violation of paragraph 5 of the Fairfield Customer Agreement.

27. This violation constituted a breach of contract resulting in the automatic termination of the Fairfield Customer Agreement under paragraph 4 thereof.

28. As a result, GMP Cars and GMP Cars Collision Fairfield owe FinishMaster at least \$95,000.00, plus attorneys' fees, costs, and interest as follows:

(a) GMP Cars and GMP Cars Collision Fairfield must return the entire Fairfield Jobber Credit received from FinishMaster in the amount of \$95,000.00.

29. GMP Cars and GMP Cars Collision Fairfield also owe FinishMaster lost profits resulting from its failure to purchase \$576,000.00 worth of paint and material products as required in paragraph 3 of the Fairfield Customer Agreement.

30. All conditions precedent to FinishMaster's right to recover these amounts under the Fairfield Customer Agreement have been performed or have occurred.

WHEREFORE, FinishMaster, Inc. requests this Court to enter judgment in its favor and against Defendants GMP Cars, LLC and GMP Cars Collision Fairfield, LLC for actual damages for breach of contract in the amount of \$95,000.00, plus (i) costs incurred by FinishMaster in bringing this action, including, but not limited to, attorneys' fees and court costs, as allowed under the Fairfield Customer Agreement; (ii) post judgment costs of collection, including, but not limited to, attorneys' fees and court costs as allowed under the Fairfield Customer Agreement and/or Indiana law; (iii) lost profits; and (iv) any and all other amounts whatsoever payable under the Fairfield Customer Agreement or applicable law.

**COUNT III – BREACH OF BREACH OF THE FINISHMASTER/GMP CARS
COLLISION SANTA CLARA CUSTOMER AGREEMENT
VERSUS
GMP CARS AND GMP CARS COLLISION SANTA CLARA**

31. The allegations contained in paragraphs 1 through 30 are hereby realleged and incorporated as if fully set forth herein.

32. GMP Cars and GMP Cars Collision Santa Clara² executed a Customer Agreement (“Santa Clara Customer Agreement”) with FinishMaster, effective November 1, 2018, whereby

² Per the California Secretary of State business records, “GMP Cars Collision Santa Clara, LLC” is an independently registered limited liability company. FinishMaster took “d/b/a GMP Cars Collision Santa Clara, LLC”

GMP Cars and GMP Cars Collision Santa Clara agreed to purchase 100% of their paint and material requirements exclusively from FinishMaster and to be current with their account with FinishMaster, among other things. *See Exhibit C.* In exchange for GMP Cars' and GMP Cars Collision Santa Clara's commitment, FinishMaster agreed to provide conditional benefits to GMP Cars and GMP Cars Collision Santa Clara, including, but not limited to, an advanced credit ("Santa Clara Jobber Credit") in the amount of \$60,000.00 provided to GMP Cars and GMP Cars Collision Santa Clara. *See Exhibit C, ¶ 4.*

33. In the event that GMP Cars and GMP Cars Collision Santa Clara failed to fulfill their obligations, the Santa Clara Customer Agreement provided for GMP Cars and GMP Cars Collision Santa Clara to pay all outstanding invoices and to return the entire Santa Clara Jobber Credit to FinishMaster. *See Exhibit C, ¶ 4.* The Santa Clara Customer Agreement also authorized FinishMaster to collect attorneys' fees arising from its efforts to collect past due amounts. *See Exhibit C, ¶ 9.*

34. FinishMaster performed in accordance with the Santa Clara Customer Agreement.

35. GMP Cars and GMP Cars Collision Santa Clara breached the Santa Clara Customer Agreement by failing to pay for purchases when due, by informing FinishMaster that they would stop exclusively purchasing paint and material exclusively from FinishMaster, and because they will never fulfill the Purchase Requirement, all in violation of paragraph 5 of the Santa Clara Customer Agreement.

36. This violation constituted a breach of contract resulting in the automatic termination of the Santa Clara Customer Agreement under paragraph 4 thereof.

to mean that it was also doing business with GMP Cars Collision Santa Clara, LLC, which is a registered California limited liability company.

37. As a result, GMP Cars and GMP Cars Collision Santa Clara owe FinishMaster at least \$60,000.00, plus attorneys' fees, costs, and interest as follows:

(a) GMP Cars and GMP Cars Collision Santa Clara must return the entire Santa Clara Jobber Credit received from FinishMaster in the amount of \$60,000.00.

38. GMP Cars and GMP Cars Collision Santa Clara also owe FinishMaster lost profits resulting from their failure to purchase \$696,000.00 worth of paint and material products as required in paragraph 3 of the Santa Clara Customer Agreement.

39. All conditions precedent to FinishMaster's right to recover these amounts under the Santa Clara Customer Agreement have been performed or have occurred.

WHEREFORE, FinishMaster, Inc. requests this Court to enter judgment in its favor and against Defendants GMP Cars, LLC and GMP Cars Collision Santa Clara, LLC for actual damages for breach of contract in the amount of \$60,000.00, plus (i) costs incurred by FinishMaster in bringing this action, including, but not limited to, attorneys' fees and court costs, as allowed under the Santa Clara Customer Agreement; (ii) post judgment costs of collection, including, but not limited to, attorneys' fees and court costs as allowed under the Santa Clara Customer Agreement and/or Indiana law; (iii) lost profits; and (iv) any and all other amounts whatsoever payable under the Santa Clara Customer Agreement or applicable law.

**COUNT IV – BREACH OF GUARANTY
VERSUS
PALERMO**

40. The allegations contained in paragraphs 1 through 39 are hereby realleged and incorporated as if fully set forth herein.

41. By a Guaranty executed contemporaneously with each Customer Agreement, including the Six Locations Customer Agreement and Amendment, Fairfield Customer

Agreement, and Santa Clara Customer Agreement, Palermo personally guaranteed the obligations of the GMP Cars entities to FinishMaster, including the obligations to pay amounts owing pursuant to each Customer Agreement. True and accurate copies of the Guaranties are included in ¶ 7 of Exhibit A, Exhibit B, Exhibit C, and Exhibit D to this Complaint.

42. The Six Locations have failed to pay \$902,681.29 due and owing to FinishMaster under the Customer Agreement, plus attorneys' fees, other costs, interest, and lost profits.

43. GMP Cars and GMP Cars Collision Fairfield have failed to pay \$95,000.00 due and owing to FinishMaster under the Fairfield Customer Agreement, plus attorneys' fees, other costs, interest, and lost profits.

44. GMP Cars and GMP Cars Collision Santa Clara have failed to pay \$60,000.00 due and owing to FinishMaster under the Santa Clara Customer Agreement, plus attorneys' fees, other costs, interest, and lost profits.

45. Despite demand, Palermo has failed to pay the \$1,057,681.29 due and owing to FinishMaster in breach of his guaranty obligations under each Customer Agreement.

46. FinishMaster has been damaged as a result.

WHEREFORE, FinishMaster, Inc. requests this Court enter judgment in its favor and against Defendant Geoffrey Palermo, jointly and severally, with Defendants GMP Cars, LLC; GMP Cars Collision Fremont, LLC; GMP Cars Collision San Francisco, LLC; GMP Cars Collision Santa Rosa, LLC; GMP Cars Collision San Rafael, LLC; GMP Cars Collision Vallejo, LLC; GMP Cars Collision Fairfield, LLC; and GMP Cars Collision Santa Clara, LLC for actual damages for breach of Palermo's guaranty in the amount of \$1,057,681.29, plus (i) additional late charges accruing thereafter; (ii) the costs incurred by FinishMaster in bringing this action, including, but not limited to, attorneys' fees and court costs, as allowed under the Six Locations

Customer Agreement and Amendment, Fairfield Customer Agreement, and Santa Clara Customer Agreement; (iii) post judgment costs of collection, including, but not limited to, attorneys' fees and court costs as allowed under the Six Locations Customer Agreement and Amendment, Fairfield Customer Agreement, and Santa Clara Customer Agreement and/or Indiana law; (iv) lost profits; and (v) any and all other amounts whatsoever payable under the Six Locations Customer Agreement and Amendment, Fairfield Customer Agreement, and Santa Clara Customer Agreement and/or applicable law.

**COUNT V – UNJUST ENRICHMENT
VERSUS
GMP CARS, GMP CARS COLLISION FREMONT, GMP CARS COLLISION SF,
GMP CARS COLLISION SANTA ROSA, GMP CARS COLLISION SAN RAFAEL,
GMP CARS COLLISION VALLEJO, AND PALERMO**

47. In the alternative, FinishMaster states a claim for unjust enrichment against the Six Locations and Geoffrey Palermo.

48. FinishMaster conferred a benefit on the Six Locations and Palermo when FinishMaster sold paint and materials and provided other benefits to the Six Locations (the "Benefit").

49. The Six Locations accepted the Benefit from FinishMaster.

50. The approximate value of the Benefit is equal to \$902,681.29.

51. The Six Locations and Palermo failed to pay those amounts that are due and owing.

52. The Six Locations and Palermo have been unjustly enriched, to the detriment of FinishMaster, in the amount of \$902,681.29.

53. FinishMaster is entitled to an award of damages in the amount of \$902,681.29.

WHEREFORE, FinishMaster, Inc. requests this Court enter judgment in its favor and against Defendants Geoffrey Palermo; GMP Cars, LLC; GMP Cars Collision Fremont, LLC; GMP

Cars Collision San Francisco, LLC; GMP Cars Collision Santa Rosa, LLC; GMP Cars Collision San Rafael, LLC; and GMP Cars Collision Vallejo, LLC for actual damages for unjust enrichment in the amount of \$902,681.29, and for all other and further relief that is just and proper.

**COUNT VI – UNJUST ENRICHMENT
VERSUS
GMP CARS, GMP CARS COLLISION FAIRFIELD, AND PALERMO**

54. In the alternative, FinishMaster states a claim for unjust enrichment against GMP Cars, GMP Cars Collision Fairfield, and Geoffrey Palermo.

55. FinishMaster conferred a benefit on Palermo, GMP Cars, and GMP Cars Collision Fairfield when FinishMaster sold paint and materials and provided other benefits to GMP Cars and GMP Cars Collision Fairfield (the “Fairfield Benefit”).

56. GMP Cars and GMP Cars Collision Fairfield accepted the Fairfield Benefit from FinishMaster.

57. The approximate value of the Fairfield Benefit is equal to \$95,000.00.

58. GMP Cars, GMP Cars Collision Fairfield, and Palermo failed to pay those amounts that are due and owing.

59. GMP Cars, GMP Cars Collision Fairfield, and Palermo have been unjustly enriched, to the detriment of FinishMaster, in the amount of \$95,000.00.

60. FinishMaster is entitled to an award of damages in the amount of \$95,000.00.

WHEREFORE, FinishMaster, Inc. requests this Court enter judgment in its favor and against Defendants Geoffrey Palermo, GMP Cars, LLC, and GMP Cars Collision Fairfield, LLC for actual damages for unjust enrichment in the amount of \$95,000.00, and for all other and further relief that is just and proper.

**COUNT VII – UNJUST ENRICHMENT
VERSUS
GMP CARS, GMP CARS COLLISION SANTA CLARA,
AND PALERMO**

60. In the alternative, FinishMaster states a claim for unjust enrichment against GMP Cars, GMP Cars Collision Santa Clara, and Geoffrey Palermo.

61. FinishMaster conferred a benefit on Palermo, GMP Cars, and GMP Cars Collision Santa Clara when FinishMaster sold paint and materials and provided other benefits to GMP Cars (the “Santa Clara Benefit”).

62. GMP Cars and GMP Cars Collision Santa Clara accepted the Santa Clara Benefit from FinishMaster.

63. The approximate value of the Santa Clara Benefit is equal to \$60,000.00.

64. GMP Cars, GMP Cars Collision Santa Clara, and Palermo failed to pay those amounts that are due and owing.

65. GMP Cars, GMP Cars Collision Santa Clara, and Palermo have been unjustly enriched, to the detriment of FinishMaster, in the amount of \$60,000.00.

66. FinishMaster is entitled to an award of damages in the amount of \$60,000.00.

WHEREFORE, FinishMaster, Inc. requests this Court enter judgment in its favor and against Defendants Geoffrey Palermo, GMP Cars, LLC, and GMP Cars Collision Santa Clara, LLC for actual damages for unjust enrichment in the amount of \$60,000.00, and for all other and further relief that is just and proper.

[signature page to follow]

Exhibit A



FINISHMASTER CUSTOMER AGREEMENT

This Agreement between FinishMaster, Inc., ("Jobber") and GMP Cars Collision Fremont, LLC located at 4878 Davenport Place, Fremont, CA 94538; GMP Cars, LLC located at 74 Hamilton Drive, Navato, CA 94949; GMP Cars Collision San Francisco, LLC located at 2575 Marin Street, San Francisco, CA 94124; GMP Cars Collision San Rafael, LLC located at 1345 Francisco Boulevard, Suite E, San Rafael, CA 94901; GMP Cars Collision Santa Rosa, LLC located at 1600 Piner Road, Santa Rosa, CA 95403; and GMP Cars Collision Vallejo, LLC located at 850 Redwood Street, Vallejo, CA 94590 (collectively, the "Customer") shall commence on August 28, 2018 (the "Effective Date") and shall continue until such time as Customer has satisfied the Purchase Requirement set forth in this Agreement (the "Term").

WHEREAS Customer confirms that Customer is not subject to any obligations of any nature whatsoever under the terms of an exclusive supply agreement with any third party, except for the paint manufacturer, for the supply of paint and paint-related products;

WHEREAS Customer contacted Jobber to enter into a customer agreement for the supply of paint and paint-related products and Customer confirms that Jobber did not solicit Customer in order to change over to Jobber's product line;

The parties agree as follows:

1. **PURCHASE COMMITMENT** During the Term, Customer shall purchase 100% of its paint and material requirements exclusively from Jobber.
2. **PRICING FOR PRODUCTS** During the Term, Jobber shall provide pricing to Customer for product purchases as indicated below:

PPG Envirobase paint purchases:	17.5% point-of-sale discount off of Suggested List Price
3M material purchases:	
Tape products	32.0% point-of-sale discount off of Suggested List Price
Masking products	32.0% point-of-sale discount off of Suggested List Price
Abrasive products	35.0% point-of-sale discount off of Suggested List Price
Adhesive products	35.0% point-of-sale discount off of Suggested List Price
PPS products	32.0% point-of-sale discount off of Suggested List Price

All other purchases shall be separately priced.

- Paint Company color system recurring fees shall be paid for by Jobber.

3. **PURCHASE REQUIREMENT** Customer agrees to purchase a minimum of Four Million Twenty-One Thousand and 00/100 Dollars (\$4,021,000.00) of paint products from Jobber (referred to herein as the "Purchase Requirement"). The calculation of the Purchase Requirement shall be based on the total amount of net purchases (gross purchases minus point-of-sale discounts) on each Jobber invoice paid by Customer. The parties anticipate that Customer will meet the Purchase Requirement within Sixty (60) calendar months after the Effective Date.

4. **CONDITIONAL ADVANCES** Subject to the terms of this Agreement, PPG (referred to herein as "Paint Company") and Jobber shall make the following conditional advances to the Customer:

Paint Company is providing the following:

- Material and equipment advance (See Paint Company Agreement for details) \$16,550
- Total Paint Company Advances \$16,550

Jobber shall provide the following:

- Advanced credit ("Jobber Credit"), to be paid via ACH by Jobber within 7 days of the signing of this Agreement \$750,000
- Equipment advance ("Equipment Advance") \$54,219
- Material advance ("Material Advance") \$7,100
- Total Jobber Advance \$811,319

Total Jobber and Paint Company Advances \$827,869

The proceeds of the Jobber Credit are to be used only for shop improvements, purchases of shop equipment, and for other purposes requested by Customer only if agreed in writing.

Upon the occurrence of any of the following events ("Acceleration Event(s)"), Customer shall pay all outstanding invoices, and pay the entire amount of the Jobber Credit, Equipment Advance and Material Advance to Jobber, without notice or demand:

(a) if Customer fails to pay when due any amount owed under this Agreement or breaches any other covenant or obligation under this Agreement, including, but not limited to, the requirement that Customer purchase 100% of its paint and material requirements exclusively from Jobber; (b) if Customer terminates this Agreement for any reason without first satisfying the Purchase Requirement; (c) if there is any affirmative act of insolvency by Customer, or any filing by or against Customer under any bankruptcy or insolvency law or statute or any law for the relief of, or relating to, debtors; (d) if Customer ceases to operate its business in the ordinary course; (e) if Customer sells or otherwise disposes of a substantial portion of Customer's business or assets; or (f) if there occurs a change in ownership or control of more than ten percent (10%) of the business or assets of or ownership interests in Customer (whether in a single transaction or a series of transactions).

- 5. **PAYMENTS** Customer must be current with its account(s) with Jobber in order to be compliant with this Agreement. Payments shall be made by cash, check, ACH, or wire transfer. Payments shall be made on the following terms: Net 30 Days. Past due amounts are subject to a 1 1/4 % per month service charge. Notwithstanding any other remedies available to Jobber under this Agreement or otherwise, in the event the account(s) become(s) past due, the account(s) shall revert to COD status. Customer agrees to continue purchasing on a COD basis exclusively from Jobber should this occur, and to immediately satisfy the past due balance(s) along with any and all service charges.
- 6. **CONFIDENTIALITY** Customer shall, and shall ensure that its employees and agents will, keep this Agreement and all terms contained in it in the strictest confidence before and indefinitely after signing, and shall not disclose or otherwise use such information at anytime.
- 7. **GUARANTEE** In addition to any other guarantee of the Customer's obligation to Jobber by Owner(s), Owner(s) does hereby agree to fully and unconditionally personally guarantee the obligations and liabilities of the Customer under this Agreement.
- 8. **SECURITY AGREEMENT** In consideration of the advances extended hereby, including all future advances and other obligations, and to secure payment thereof, Customer hereby grants Jobber, its agents or assigns, a security interest in all of its presently owned and/or after acquired inventory, fixture, furniture, leasehold improvements, contract rights, equipment, accounts and notes receivable and returned and/or unclaimed merchandise; all of the above wherever located and including proceeds, (and insurance proceeds) thereof (the Collateral). Any defaults upon the terms of this Customer Agreement or any other agreements with Jobber shall constitute a default of this security agreement and all Obligations. Should Customer default, Jobber may take possession of the Collateral and may pursue all other remedies referenced in the Uniform Commercial Code. Remedies are cumulative. The security interest granted shall be subordinated to Customer's primary financial institution.
- 9. **MISCELLANEOUS** This Agreement is neither assignable nor transferable, in whole or in part, by Customer except by a writing signed by all parties. No waiver of any provision of this Agreement by either party shall be enforceable against that party unless it is in writing and signed by both parties. This Agreement may be executed in one or more counterparts. All notices or other communications must be in writing and will be deemed duly given or made if delivered to the party at the respective address first above written and if made or delivered by certified mail. In the event that Jobber is required to engage the assistance of an attorney to enforce the terms of this Agreement, Jobber shall be entitled to recover its reasonable attorneys' fees and costs if it prevails. This Agreement shall be governed by the laws of the State of Indiana, without regard to any conflict of law rules. The parties consent to and submit to the sole and exclusive jurisdiction of the federal and state courts located in Indianapolis, Indiana. Any appropriate state or federal court located in Indianapolis, Indiana, shall have sole and exclusive jurisdiction over any case or controversy arising under or in connection with this Agreement and shall be the sole and exclusive forum in which to adjudicate such case or controversy. In no event shall the provisions of this Agreement relating to the repayment of any Advance be construed as liquidated damages or as an election or limitation of remedies. Upon the occurrence of an Acceleration Event, Jobber reserves the right to pursue any remedy available to it under law or equity. Except for existing Jobber consignment agreements and credit applications, this Agreement contains the entire agreement between the parties and supersedes all other prior discussions, contracts or agreements made or signed by Jobber or its agents with Customer with respect to the matters described herein. Any representation, promise, or condition not incorporated into this Agreement, any consignment agreement, or credit application shall not be binding upon any party.
- 10. **SHOP LOCATIONS** Customer locations covered under this Agreement are as indicated below:

GMP Cars Collision Fremont, LLC
4878 Davenport Place
Fremont, CA 94538

GMP Cars, LLC
74 Hamilton Drive
Navato, CA 94949

GMP Cars Collision San Francisco, LLC
2575 Marin Street
San Francisco, CA 94124

GMP Cars Collision Santa Rosa, LLC
1600 Piner Road
Santa Rosa, CA 95403

GMP Cars Collision San Rafael, LLC
1345 Francisco Boulevard, Suite E
San Rafael, CA 94901

GMP Cars Collision Vallejo, LLC
850 Redwood Street
Vallejo, CA 94590

And any future Customer location(s).

- 11. **DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES EXCEPT FOR EXPRESS WARRANTIES ISSUED BY THE PAINT COMPANY OR ANY MANUFACTURER, JOBBER DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY, IF ANY, OF JOBBER FOR DIRECT DAMAGES WHETHER ARISING FROM A BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, OR INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE WITH RESPECT TO GOODS OR ANY SERVICES IS LIMITED TO THE PRICE OF THE PARTICULAR GOODS OR SERVICES GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL JOBBER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST REVENUES OR PROFITS, OR LOSS OF PRODUCTS.**

- 12. **WAIVER OF JURY TRIAL JOBBER AND CUSTOMER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OF THEM. NEITHER JOBBER NOR CUSTOMER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER JOBBER OR CUSTOMER EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL OF THEM.**

If you are in agreement with the above, please sign both copies of this Customer Agreement indicating your agreement and acceptance of it and return one original to Jobber. This Agreement will only be valid and binding if executed by representatives authorized to sign on behalf of Jobber and Customer on or before October 28, 2018.

Jobber

[Signature]
FinishMaster, Inc.,
By Authorized Representative

Customer

[Signature]
Collision Center Officer / Owner
By Authorized Representative

Customer

Geoffrey Palermo
Printed Name

Date

8/28/2018

Date

8-28-18

Guarantor

[Signature]
Geoffrey Palermo, Signature

Guarantor

Geoffrey Palermo
Geoffrey Palermo, Printed Name

Guarantor

[Redacted]
Geoffrey Palermo, Home Address

1000620 CA 94949

Exhibit B



FINISHMASTER CUSTOMER AGREEMENT

This Agreement between FinishMaster, Inc., ("Jobber") and GMP Cars, LLC d/b/a GMP Cars Fairfield, LLC located at 1350 North Texas Street, Fairfield, CA 94533 (collectively, the "Customer") shall commence on October 1, 2018 (the "Effective Date") and shall continue until such time as Customer has satisfied the Purchase Requirement set forth in this Agreement (the "Term").

WHEREAS Customer confirms that Customer is not subject to any obligations of any nature whatsoever under the terms of an exclusive supply agreement with any third party, except for the paint manufacturer, for the supply of paint and paint-related products;

WHEREAS Customer contacted Jobber to enter into a customer agreement for the supply of paint and paint-related products and Customer confirms that Jobber did not solicit Customer in order to change over to Jobber's product line;

The parties agree as follows:

1. **PURCHASE COMMITMENT** During the Term, Customer shall purchase 100% of its paint and material requirements exclusively from Jobber.
2. **PRICING FOR PRODUCTS** During the Term, Jobber shall provide pricing to Customer for product purchases as indicated below:

PPG Envirobase paint purchases:	17.5% point-of-sale discount off of Suggested List Price
3M material purchases:	
Tape products	32.0% point-of-sale discount off of Suggested List Price
Masking products	32.0% point-of-sale discount off of Suggested List Price
Abrasive products	35.0% point-of-sale discount off of Suggested List Price
Adhesive products	35.0% point-of-sale discount off of Suggested List Price
PPS products	32.0% point-of-sale discount off of Suggested List Price

All other purchases shall be separately priced.

- Paint Company color system recurring fees shall be paid for by Jobber.
3. **PURCHASE REQUIREMENT** Customer agrees to purchase a minimum of Five Hundred Seventy-Six Thousand and 00/100 Dollars (\$576,000.00) of paint products from Jobber (referred to herein as the "Purchase Requirement"). The calculation of the Purchase Requirement shall be based on the total amount of net purchases (gross purchases minus point-of-sale discounts) on each Jobber invoice paid by Customer. The parties anticipate that Customer will meet the Purchase Requirement within Sixty (60) calendar months after the Effective Date.

4. **CONDITIONAL ADVANCES** Subject to the terms of this Agreement, PPG (referred to herein as "Paint Company") and Jobber shall make the following conditional advances to the Customer:

Paint Company is providing the following:	
• Material and equipment advance (See Paint Company Agreement for details)	\$7,200
Total Paint Company Advances	\$7,200
Jobber shall provide the following:	
• Advanced credit ("Jobber Credit"), to be paid via ACH by Jobber within 7 days of the signing of this Agreement	\$95,000
• Credit ("Jobber Credit"), to be paid via ACH by Jobber within 30 days of 01/01/2019, provided that the Customer is current with its account(s) and in compliance with this agreement	\$5,000
• Equipment advance ("Equipment Advance")	\$7,560
Total Jobber Advance	\$107,560
Total Jobber and Paint Company Advances	\$114,760

The proceeds of the Jobber Credit are to be used only for shop improvements, purchases of shop equipment, and for other purposes requested by Customer only if agreed in writing.

Upon the occurrence of any of the following events ("Acceleration Event(s)"), Customer shall pay all outstanding invoices, and pay the entire amount of the Jobber Credit, and Equipment Advance to Jobber, without notice or demand:

(a) if Customer fails to pay when due any amount owed under this Agreement or breaches any other covenant or obligation under this Agreement, including, but not limited to, the requirement that Customer purchase 100% of its paint and material requirements exclusively from Jobber; (b) if Customer terminates this Agreement for any reason without first satisfying the Purchase Requirement; (c) if there is any affirmative act of insolvency by Customer, or any filing by or against Customer under any bankruptcy or insolvency law or statute or any law for the relief of, or relating to, debtors; (d) if Customer ceases to operate its business in the ordinary course; (e) if Customer sells or otherwise disposes of a substantial portion of Customer's business or assets; or (f) if there occurs a change in ownership or control of more than ten percent (10%) of the business or assets of or ownership interests in Customer (whether in a single transaction or a series of transactions).

5. **PAYMENTS** Customer must be current with its account(s) with Jobber in order to be compliant with this Agreement. Payments shall be made by cash, check, ACH, or wire transfer. Payments shall be made on the following terms: Net 30 Days. Past due amounts are subject to a 1 1/2 % per month service charge. Notwithstanding any other remedies available to Jobber under this Agreement or otherwise, in the event the account(s) become(s) past due, the account(s) shall revert to COD status. Customer agrees to continue purchasing on a COD basis exclusively from Jobber should this occur, and to immediately satisfy the past due balance(s) along with any and all service charges.
6. **CONFIDENTIALITY** Customer shall, and shall ensure that its employees and agents will, keep this Agreement and all terms contained in it in the strictest confidence before and indefinitely after signing, and shall not disclose or otherwise use such information at anytime.
7. **GUARANTEE** In addition to any other guarantee of the Customer's obligation to Jobber by Owner(s), Owner(s) does hereby agree to fully and unconditionally personally guarantee the obligations and liabilities of the Customer under this Agreement.
8. **SECURITY AGREEMENT** In consideration of the advances extended hereby, including all future advances and other obligations, and to secure payment thereof, Customer hereby grants Jobber, its agents or assigns, a security interest in all of its presently owned and/or after acquired inventory, fixture, furniture, leasehold improvements, contract rights, equipment, accounts and notes receivable and returned and/or unclaimed merchandise; all of the above wherever located and including proceeds, (and insurance proceeds) thereof (the Collateral). Any defaults upon the terms of this Customer Agreement or any other agreements with Jobber shall constitute a default of this security agreement and all Obligations. Should Customer default, Jobber may take possession of the Collateral and may pursue all other remedies referenced in the Uniform Commercial Code. Remedies are cumulative. The security interest granted shall be subordinated to Customer's primary financial institution.
9. **MISCELLANEOUS** This Agreement is neither assignable nor transferable, in whole or in part, by Customer except by a writing signed by all parties. No waiver of any provision of this Agreement by either party shall be enforceable against that party unless it is in writing and signed by both parties. This Agreement may be executed in one or more counterparts. All notices or other communications must be in writing and will be deemed duly given or made if delivered to the party at the respective address first above written and if made or delivered by certified mail. In the event that Jobber is required to engage the assistance of an attorney to enforce the terms of this Agreement, Jobber shall be entitled to recover its reasonable attorneys' fees and costs if it prevails. This Agreement shall be governed by the laws of the State of Indiana, without regard to any conflict of law rules. The parties consent to and submit to the sole and exclusive jurisdiction of the federal and state courts located in Indianapolis, Indiana. Any appropriate state or federal court located in Indianapolis, Indiana, shall have sole and exclusive jurisdiction over any case or controversy arising under or in connection with this Agreement and shall be the sole and exclusive forum in which to adjudicate such case or controversy. In no event shall the provisions of this Agreement relating to the repayment of any Advance be construed as liquidated damages or as an election or limitation of remedies. Upon the occurrence of an Acceleration Event, Jobber reserves the right to pursue any remedy available to it under law or equity. Except for existing Jobber consignment agreements and credit applications, this Agreement contains the entire agreement between the parties and supersedes all other prior discussions, contracts or agreements made or signed by Jobber or its agents with Customer with respect to the matters described herein. Any representation, promise, or condition not incorporated into this Agreement, any consignment agreement, or credit application shall not be binding upon any party.
10. **SHOP LOCATIONS** Customer locations covered under this Agreement are as indicated below:

GMP Cars, LLC d/b/a GMP Cars Fairfield, LLC
1350 North Texas Street
Fairfield, CA 94533

And any future Customer location(s).

11. **DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES** EXCEPT FOR EXPRESS WARRANTIES ISSUED BY THE PAINT COMPANY OR ANY MANUFACTURER, JOBBER DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY, IF ANY, OF JOBBER FOR DIRECT DAMAGES WHETHER ARISING FROM A BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, OR INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE WITH RESPECT TO GOODS OR ANY SERVICES IS LIMITED TO THE PRICE OF THE PARTICULAR GOODS OR SERVICES GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL JOBBER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST REVENUES OR PROFITS, OR LOSS OF PRODUCTS.

12. **WAIVER OF JURY TRIAL** JOBBER AND CUSTOMER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OF THEM. NEITHER JOBBER NOR CUSTOMER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER JOBBER OR CUSTOMER EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL OF THEM.

If you are in agreement with the above, please sign both copies of this Customer Agreement indicating your agreement and acceptance of it and return one original to Jobber. This Agreement will only be valid and binding if executed by representatives authorized to sign on behalf of Jobber and Customer on or before December 5, 2018.

Jobber [Signature]
FinishMaster, Inc.,
By Authorized Representative

Customer [Signature]
Collision Center Owner / Owner
By Authorized Representative

Customer Geoffrey Palermo
Printed Name

Date 10/9/18

Date _____
Guarantor [Signature]
Geoffrey Palermo, Signature

Guarantor Geoffrey Palermo
Geoffrey Palermo, Printed Name

Guarantor _____
Geoffrey Palermo, Home Address

49D03-1912-PL-053497

Marion Superior Court, Civil Division 3

FILED: 1/27/2018 1:40 P

Cle

Marion County, Indiana

Exhibit C



FINISHMASTER CUSTOMER AGREEMENT

This Agreement between FinishMaster, Inc., ("Jobber") and GMP Cars, LLC d/b/a GMP Cars Collision Santa Clara, LLC located at 2578 Lafayette Street, Santa Clara, CA 95050 ("Customer") shall commence on November 1, 2018 (the "Effective Date") and shall continue until such time as Customer has satisfied the Purchase Requirement set forth in this Agreement (the "Term").

WHEREAS Customer confirms that Customer is not subject to any obligations of any nature whatsoever under the terms of an exclusive supply agreement with any third party, except for the paint manufacturer, for the supply of paint and paint-related products;

WHEREAS Customer contacted Jobber to enter into a customer agreement for the supply of paint and paint-related products and Customer confirms that Jobber did not solicit Customer in order to change over to Jobber's product line;

The parties agree as follows:

1. **PURCHASE COMMITMENT** During the Term, Customer shall purchase 100% of its paint and material requirements exclusively from Jobber.
2. **PRICING FOR PRODUCTS** During the Term, Jobber shall provide pricing to Customer for product purchases as indicated below:

PPG Envirobase paint purchases:	17.5% point-of-sale discount off of Suggested List Price
3M material purchases:	
Tape products	32.0% point-of-sale discount off of Suggested List Price
Masking products	32.0% point-of-sale discount off of Suggested List Price
Abrasive products	35.0% point-of-sale discount off of Suggested List Price
Adhesive products	35.0% point-of-sale discount off of Suggested List Price
PPS products	32.0% point-of-sale discount off of Suggested List Price

All other purchases shall be separately priced.

- Paint Company color system recurring fees shall be paid for by Jobber.

3. **PURCHASE REQUIREMENT** Customer agrees to purchase a minimum of Six Hundred Eighty-Nine Thousand and 00/100 Dollars (\$689,000.00) of paint products from Jobber (referred to herein as the "Purchase Requirement"). The calculation of the Purchase Requirement shall be based on the total amount of net purchases (gross purchases minus point-of-sale discounts) on each Jobber invoice paid by Customer.
4. **CONDITIONAL ADVANCES** Subject to the terms of this Agreement, PPG (referred to herein as "Paint Company") and Jobber shall make the following conditional advances to the Customer:

Paint Company is providing the following:

- Advanced credit ("Paint Company Credit"), to be paid via ACH by Jobber within 30 days of the signing of this Agreement and the agreement between Paint Company and Customer (hereinafter referred to as the Paint Company Agreement), and the receipt of Paint Company credit by Jobber. \$50,000
- Material and equipment advance (See Paint Company Agreement for details) \$18,000
- Total Paint Company Advances \$68,000**

Jobber shall provide the following:

- Advanced credit ("Jobber Credit"), to be paid via ACH by Jobber within 7 days of the signing of this Agreement \$60,000
- Credit of \$50,000 to be paid via ACH by Jobber upon Customer maintaining a minimum average monthly paint and material purchase level of \$16,500.00 based on the total amount of purchases paid for by the Customer at refinish prices for Three (3) consecutive months, is current with its account(s) and is in compliance with this Agreement ("Jobber Credit") \$50,000
- Equipment advance ("Equipment Advance") \$12,285
- Material advance ("Material Advance") \$6,300
- Total Jobber Advance \$128,585**
- Total Jobber and Paint Company Advances \$196,585**

The proceeds of the Jobber Credit and Paint Company Credit are to be used only for shop improvements, purchases of shop equipment, and for other purposes requested by Customer only if agreed in writing.

Upon the occurrence of any of the following events ("Acceleration Event(s)"), Customer shall pay all outstanding invoices and pay the entire amount of the Jobber Credit, Material Advance, and Equipment Advance to Jobber, without notice or demand:

(a) if Customer fails to pay when due any amount owed under this Agreement or breaches any other covenant or obligation under this Agreement, including, but not limited to, the requirement that Customer purchase 100% of its paint and material requirements exclusively from Jobber; (b) if Customer terminates this Agreement for any reason without first satisfying the Purchase Requirement; (c) if there is any affirmative act of insolvency by Customer, or any filing by or against Customer under any bankruptcy or insolvency law or statute or any law for the relief of, or relating to, debtors; (d) if Customer ceases to operate its business in the ordinary course; (e) if Customer sells or otherwise disposes of a substantial portion of Customer's business or assets; or (f) if there occurs a change in ownership or control of more than ten percent (10%) of the business or assets of or ownership interests in Customer (whether in a single transaction or a series of transactions).

5. **PAYMENTS** Customer must be current with its account(s) with Jobber in order to be compliant with this Agreement. Payments shall be made by cash, check, ACH, or wire transfer. Payments shall be made on the following terms: Net 30 Days. Past due amounts are subject to a 1 1/2 % per month service charge. Notwithstanding any other remedies available to Jobber under this Agreement or otherwise, in the event the account(s) become(s) past due, the account(s) shall revert to COD status. Customer agrees to continue purchasing on a COD basis exclusively from Jobber should this occur, and to immediately satisfy the past due balance(s) along with any and all service charges.
6. **CONFIDENTIALITY** Customer shall, and shall ensure that its employees and agents will, keep this Agreement and all terms contained in it in the strictest confidence before and indefinitely after signing, and shall not disclose or otherwise use such information at anytime.
7. **GUARANTEE** In addition to any other guarantee of the Customer's obligation to Jobber by Owner(s), Owner(s) does hereby agree to fully and unconditionally personally guarantee the obligations and liabilities of the Customer under this Agreement.
8. **SECURITY AGREEMENT** In consideration of the advances extended hereby, including all future advances and other obligations, and to secure payment thereof, Customer hereby grants Jobber, its agents or assigns, a security interest in all of its presently owned and/or after acquired inventory, fixture, furniture, leasehold improvements, contract rights, equipment, accounts and notes receivable and returned and/or unclaimed merchandise; all of the above wherever located and including proceeds, (and insurance proceeds) thereof (the Collateral). Any defaults upon the terms of this Customer Agreement or any other agreements with Jobber shall constitute a default of this security agreement and all Obligations. Should Customer default, Jobber may take possession of the Collateral and may pursue all other remedies referenced in the Uniform Commercial Code. Remedies are cumulative. The security interest granted shall be subordinated to Customer's primary financial institution.
9. **MISCELLANEOUS** This Agreement is neither assignable nor transferable, in whole or in part, by Customer except by a writing signed by all parties. No waiver of any provision of this Agreement by either party shall be enforceable against that party unless it is in writing and signed by both parties. This Agreement may be executed in one or more counterparts. All notices or other communications must be in writing and will be deemed duly given or made if delivered to the party at the respective address first above written and if made or delivered by certified mail. In the event that Jobber is required to engage the assistance of an attorney to enforce the terms of this Agreement, Jobber shall be entitled to recover its reasonable attorneys' fees and costs if it prevails. This Agreement shall be governed by the laws of the State of Indiana, without regard to any conflict of law rules. The parties consent to and submit to the sole and exclusive jurisdiction of the federal and state courts located in Indianapolis, Indiana. Any appropriate state or federal court located in Indianapolis, Indiana, shall have sole and exclusive jurisdiction over any case or controversy arising under or in connection with this Agreement and shall be the sole and exclusive forum in which to adjudicate such case or controversy. In no event shall the provisions of this Agreement relating to the repayment of any Advance be construed as liquidated damages or as an election or limitation of remedies. Upon the occurrence of an Acceleration Event, Jobber reserves the right to pursue any remedy available to it under law or equity. Except for existing Jobber consignment agreements and credit applications, this Agreement contains the entire agreement between the parties and supersedes all other prior discussions, contracts or agreements made or signed by Jobber or its agents with Customer with respect to the matters described herein. Any representation, promise, or condition not incorporated into this Agreement, any consignment agreement, or credit application shall not be binding upon any party.
10. **SHOP LOCATIONS** Customer locations covered under this Agreement are as indicated below:

GMP Cars, LLC d/b/a GMP Cars Collision Santa Clara, LLC
2578 Lafayette Street
Santa Clara, CA 95050

And any future Customer location(s).

- 11. **DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES** EXCEPT FOR EXPRESS WARRANTIES ISSUED BY THE PAINT COMPANY OR ANY MANUFACTURER, JOBBER DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY, IF ANY, OF JOBBER FOR DIRECT DAMAGES WHETHER ARISING FROM A BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, OR INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE WITH RESPECT TO GOODS OR ANY SERVICES IS LIMITED TO THE PRICE OF THE PARTICULAR GOODS OR SERVICES GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL JOBBER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST REVENUES OR PROFITS, OR LOSS OF PRODUCTS.

- 12. **WAIVER OF JURY TRIAL** JOBBER AND CUSTOMER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OF THEM. NEITHER JOBBER NOR CUSTOMER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER JOBBER OR CUSTOMER EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL OF THEM.

If you are in agreement with the above, please sign both copies of this Customer Agreement indicating your agreement and acceptance of it and return one original to Jobber. This Agreement will only be valid and binding if executed by representatives authorized to sign on behalf of Jobber and Customer on or before January 14, 2019.

Jobber

[Signature]
FinishMaster, Inc.,
By Authorized Representative

Customer

[Signature]
Collision Center Officer / Owner
By Authorized Representative

Customer

Geoffrey Palermo
Printed Name

Date

11/16/18

Date

Guarantor

[Signature]
Geoffrey Palermo, Signature

Guarantor

[Signature] Geoffrey Palermo
Geoffrey Palermo, Printed Name

Guarantor

[Redacted]
Geoffrey Palermo, Home Address

Novato CA. 94949

Exhibit D



FINISHMASTER.
Automotive & Industrial Paint

AMENDMENT TO THE FINISHMASTER CUSTOMER AGREEMENT

This Amendment, dated as of October 17, 2018 (the "Amendment Effective Date"), is by and between FinishMaster, Inc. (hereinafter referred to as "Jobber") and GMP Cars Collision Fremont, LLC located at 4878 Davenport Place, Fremont, CA 94538; GMP Cars, LLC located at 74 Hamilton Drive, Novato, CA 94949; GMP Cars Collision San Francisco, LLC located at 2575 Marin Street, San Francisco, CA 94124; GMP Cars Collision San Rafael, LLC located at 1345 Francisco Boulevard, Suite E, San Rafael, CA 94901; GMP Cars Collision Santa Rosa, LLC located at 1600 Pliner Road, Santa Rosa, CA 95403; and GMP Cars Collision Vallejo, LLC located at 850 Redwood Street, Vallejo, CA 94590 (collectively, the "Customer") and amends that certain FinishMaster Customer Agreement ("Agreement") dated August 28, 2018. The parties agree as follows:

1. AMENDMENTS

(a) Paragraph 4 of the Agreement is hereby amended and restated as follows:

4. **CONDITIONAL ADVANCES** Subject to the terms of this Agreement, PEG (referred to herein as "Paint Company") and Jobber shall make the following conditional advances to the Customer:

Paint Company is providing the following:

- Material and Equipment Advance (See Paint Company Agreement for details) \$16,550
- Total Paint Company Advances \$16,550

Jobber shall provide the following:

- Credit ("Jobber Credit"), paid via ACH by Jobber with confirmation \$750,000
on 08/30/2018
 - Advanced credit ("Jobber Credit"), to be paid via ACH by Jobber to Peninsula Color \$50,000
Service on behalf of Customer within 30 days of the signing of this Agreement
- Total Jobber Advance \$800,000

Total Jobber and Paint Company Advances \$816,550

The proceeds of the Jobber Credit are to be used only for shop improvements, purchases of shop equipment, and for other purposes requested by Customer only if agreed in writing.

Upon the occurrence of any of the following events ("Acceleration Event(s)"), Customer shall pay all outstanding invoices, and pay the entire amount of the Jobber Credit to Jobber, without notice or demand:

(a) if Customer fails to pay when due any amount owed under this Agreement or breaches any other covenant or obligation under this Agreement, including, but not limited to, the requirement that Customer purchase 100% of its paint and material requirements exclusively from Jobber; (b) if Customer terminates this Agreement for any reason without first satisfying the Purchase Requirement; (c) if there is any affirmative act of insolvency by Customer, or any filing by or against Customer under any bankruptcy or insolvency law or statute or any law for the relief of, or relating to, debtors; (d) if Customer ceases to operate its business in the ordinary course; (e) if Customer sells or otherwise disposes of a substantial portion of Customer's business or assets; or (f) if there occurs a change in ownership or control of more than ten percent (10%) of the business or assets of or ownership interests in Customer (whether in a single transaction or a series of transactions).

If you are in agreement with the above, please sign both copies of this Amendment indicating your agreement and acceptance of it and return one original to Jobber. This Amendment will only be valid and binding if executed by both parties by December 25, 2018.

Jobber [Signature]
FinishMaster, Inc.
Authorized Representative

Customer [Signature]
Collision Center Officer/Owner

Customer Geoffrey Palermo
Printed Name

Date 10/31/18

Date 10/29/18

Guarantor [Signature]
Geoffrey Palermo, Signature

Guarantor Geoffrey Palermo
Geoffrey Palermo, Printed Name

Guarantor [Redacted] Belmont Keys, CA 94905
Geoffrey Palermo, Home Address

STATE OF INDIANA)
) SS: IN THE MARION SUPERIOR / CIRCUIT COURT
COUNTY OF MARION) CAUSE NO. _____

FINISHMASTER, INC.,)
)
Plaintiff,)
)
v.)
)
GMP CARS LLC, GMP CARS COLLISION)
FREMONT, LLC, GMP CARS COLLISION)
SAN FRANCISCO, LLC, GMP CARS)
COLLISION SAN RAFAEL, LLC, GMP)
CARS COLLISION SANTA CLARA, LLC,)
GMP CARS COLLISION FAIRFIELD, LLC,)
GMP CARS COLLISION SANTA ROSA,)
LLC, GMP CARS COLLISION VALLEJO,)
LLC, and GEOFFREY PALERMO,)
)
Defendants.)

To Defendant(s): **Geoffrey Palermo, Registered Agent**
[REDACTED]
Novato, California 94949

You are hereby notified that you have been sued by the person named as plaintiff and in the Court indicated above. The nature of the suit against you is stated in the Complaint which is attached to this Summons. It also states the relief sought or the demand made against you by the plaintiff.

An answer or other appropriate response in writing to the Complaint must be filed either by you or your attorney within twenty (20) days, commencing the date after you receive this Summons, (or twenty-three (23) days if this Summons was received by mail), or a judgment by default may be rendered against you for the relief demanded by plaintiff. If you have a claim for relief against the plaintiff arising from the same transaction or occurrence, you must assert it in your written answer.

12/26/2019
Date: _____ Myla A. Eldridge (Seal)
Clerk, Marion County Superior Court

(The following manner of service of summons is hereby designated.)

- _____ Registered or certified mail by Court.
- Registered or certified mail by Attorney.
- _____ Service at place of employment, to-wit:



_____ Service on individual via private process server -- (personal or copy) at above address.

**Submitted By: Matthew Barr
Kelsey C. Dilday
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204
(317) 236-1313**

SHERIFF'S RETURN ON SERVICE OF SUMMONS

I hereby certify that I have served this Summons on the _____ day of _____, 2020:

- (1) By delivering a copy of the Summons and a copy of the Complaint to the Defendant,

- (2) By leaving a copy of the Summons and a copy of the Complaint at

- (3) Other service or remarks:

Sheriff's Costs: _____ By: _____
Deputy

CLERK'S CERTIFICATE OF MAILING

I hereby certify that on the _____ day of _____, 2019, I mailed a copy of this Summons and a copy of the Complaint to the Defendant, by certified mail, requesting a return receipt at the address furnished by the Plaintiff.

Date: _____ Clerk, Marion County Superior Court

By: _____
Deputy

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint mailed to the Defendant, was accepted by the Defendant on the _____ day of _____, 2019.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint were returned not accepted on the ____ day of _____, 2019.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint mailed to the Defendant, on behalf of said Defendant on the ____ day of _____, 2019.

Clerk, Marion County Superior Court

Date: _____

By: _____
Deputy

STATE OF INDIANA)
) SS: IN THE MARION SUPERIOR / CIRCUIT COURT
 COUNTY OF MARION) CAUSE NO. _____

FINISHMASTER, INC.,)
)
 Plaintiff,)
)
 v.)
)
 GMP CARS, LLC, GMP CARS COLLISION)
 FREMONT, LLC, GMP CARS COLLISION)
 SAN FRANCISCO, LLC, GMP CARS)
 COLLISION SAN RAFAEL, LLC, GMP)
 CARS COLLISION SANTA CLARA, LLC,)
 GMP CARS COLLISION FAIRFIELD, LLC,)
 GMP CARS COLLISION SANTA ROSA,)
 LLC, GMP CARS COLLISION VALLEJO,)
 LLC, and GEOFFREY PALERMO,)
)
 Defendants.)

**To Defendant(s): GMP Cars Collision Fairfield, LLC
 c/o Geoffrey Palermo, Registered Agent
 83 Hamilton Drive, Suite 202
 Novato, California 94949**

You are hereby notified that you have been sued by the person named as plaintiff and in the Court indicated above. The nature of the suit against you is stated in the Complaint which is attached to this Summons. It also states the relief sought or the demand made against you by the plaintiff.

An answer or other appropriate response in writing to the Complaint must be filed either by you or your attorney within twenty (20) days, commencing the date after you receive this Summons, (or twenty-three (23) days if this Summons was received by mail), or a judgment by default may be rendered against you for the relief demanded by plaintiff. If you have a claim for relief against the plaintiff arising from the same transaction or occurrence, you must assert it in your written answer.

Date: 12/26/2019
 _____ *Myleen A. Eldridge* (Seal)
 Clerk, Marion County Superior Court

(The following manner of service of summons is hereby designated.)

____ Registered or certified mail by Court.
XX Registered or certified mail by Attorney.



_____ Service at place of employment, to-wit:
_____ Service on individual via private process server -- (personal or copy) at above address.

**Submitted By: Matthew Barr
Kelsey C. Dilday
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204
(317) 236-1313**

SHERIFF'S RETURN ON SERVICE OF SUMMONS

I hereby certify that I have served this Summons on the _____ day of _____, 2020:

- (1) By delivering a copy of the Summons and a copy of the Complaint to the Defendant,

- (2) By leaving a copy of the Summons and a copy of the Complaint at

- (3) Other service or remarks:

Sheriff's Costs: _____ By: _____
Deputy

CLERK'S CERTIFICATE OF MAILING

I hereby certify that on the _____ day of _____, 2019, I mailed a copy of this Summons and a copy of the Complaint to the Defendant, by certified mail, requesting a return receipt at the address furnished by the Plaintiff.

Date: _____ Clerk, Marion County Superior Court

By: _____
Deputy

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint mailed to the Defendant, was accepted by the Defendant on the _____ day of _____, 2019.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint were returned not accepted on the ____ day of _____, 2019.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint mailed to the Defendant, on behalf of said Defendant on the ____ day of _____, 2019.

Clerk, Marion County Superior Court

Date: _____

By: _____
Deputy

STATE OF INDIANA) IN THE MARION SUPERIOR / CIRCUIT COURT
) SS:
COUNTY OF MARION) CAUSE NO. _____

FINISHMASTER, INC.,)
)
Plaintiff,)
)
v.)
)
GMP CARS, LLC, GMP CARS COLLISION)
FREMONT, LLC, GMP CARS COLLISION)
SAN FRANCISCO, LLC, GMP CARS)
COLLISION SAN RAFAEL, LLC, GMP)
CARS COLLISION SANTA CLARA, LLC,)
GMP CARS COLLISION FAIRFIELD, LLC,)
GMP CARS COLLISION SANTA ROSA,)
LLC, GMP CARS COLLISION VALLEJO,)
LLC, and GEOFFREY PALERMO,)
)
Defendants.)

To Defendant(s): GMP Cars Collision Fremont, LLC
c/o Geoffrey Palermo, Registered Agent
86 Hamilton Drive
Novato, California 94949

You are hereby notified that you have been sued by the person named as plaintiff and in the Court indicated above. The nature of the suit against you is stated in the Complaint which is attached to this Summons. It also states the relief sought or the demand made against you by the plaintiff.

An answer or other appropriate response in writing to the Complaint must be filed either by you or your attorney within twenty (20) days, commencing the date after you receive this Summons, (or twenty-three (23) days if this Summons was received by mail), or a judgment by default may be rendered against you for the relief demanded by plaintiff. If you have a claim for relief against the plaintiff arising from the same transaction or occurrence, you must assert it in your written answer.

Date: 12/26/2019

Mylan A. Eldridge (Seal)
Clerk, Marion County Superior Court

(The following manner of service of summons is hereby designated.)

Registered or certified mail by Court.
XX Registered or certified mail by Attorney.



I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint were returned not accepted on the ____ day of _____, 2019.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint mailed to the Defendant, on behalf of said Defendant on the ____ day of _____, 2019.

Clerk, Marion County Superior Court

Date: _____

By: _____
Deputy

STATE OF INDIANA) IN THE MARION SUPERIOR / CIRCUIT COURT
) SS:
COUNTY OF MARION) CAUSE NO. _____

FINISHMASTER, INC.,)
)
Plaintiff,)
)
v.)
)
GMP CARS, LLC, GMP CARS COLLISION)
FREMONT, LLC, GMP CARS COLLISION)
SAN FRANCISCO, LLC, GMP CARS)
COLLISION SAN RAFAEL, LLC, GMP)
CARS COLLISION SANTA CLARA, LLC,)
GMP CARS COLLISION FAIRFIELD, LLC,)
GMP CARS COLLISION SANTA ROSA,)
LLC, GMP CARS COLLISION VALLEJO,)
LLC, and GEOFFREY PALERMO,)
)
Defendants.)

To Defendant(s): GMP Cars Collision San Francisco, LLC
c/o Geoffrey Palermo, Registered Agent
83 Hamilton Drive, Suite 202
Novato, California 94949

You are hereby notified that you have been sued by the person named as plaintiff and in the Court indicated above. The nature of the suit against you is stated in the Complaint which is attached to this Summons. It also states the relief sought or the demand made against you by the plaintiff.

An answer or other appropriate response in writing to the Complaint must be filed either by you or your attorney within twenty (20) days, commencing the date after you receive this Summons, (or twenty-three (23) days if this Summons was received by mail), or a judgment by default may be rendered against you for the relief demanded by plaintiff. If you have a claim for relief against the plaintiff arising from the same transaction or occurrence, you must assert it in your written answer.

Date: 12/26/2019

Mylan A. Edmundo (Seal)
Clerk, Marion County Superior Court

(The following manner of service of summons is hereby designated.)

Registered or certified mail by Court.
XX Registered or certified mail by Attorney.



_____ Service at place of employment, to-wit:
_____ Service on individual via private process server -- (personal or copy) at above address.

**Submitted By: Matthew Barr
Kelsey C. Dilday
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204
(317) 236-1313**

SHERIFF'S RETURN ON SERVICE OF SUMMONS

I hereby certify that I have served this Summons on the _____ day of _____, 2020:

- (1) By delivering a copy of the Summons and a copy of the Complaint to the Defendant,

- (2) By leaving a copy of the Summons and a copy of the Complaint at

- (3) Other service or remarks:

Sheriff's Costs: _____ By: _____
Deputy

CLERK'S CERTIFICATE OF MAILING

I hereby certify that on the _____ day of _____, 2019, I mailed a copy of this Summons and a copy of the Complaint to the Defendant, by certified mail, requesting a return receipt at the address furnished by the Plaintiff.

Date: _____ Clerk, Marion County Superior Court

By: _____
Deputy

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint mailed to the Defendant, was accepted by the Defendant on the _____ day of _____, 2019.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint were returned not accepted on the ____ day of _____, 2019.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint mailed to the Defendant, on behalf of said Defendant on the ____ day of _____, 2019.

Clerk, Marion County Superior Court

Date: _____

By: _____
Deputy

STATE OF INDIANA)
) SS: IN THE MARION SUPERIOR / CIRCUIT COURT
COUNTY OF MARION) CAUSE NO. _____

FINISHMASTER, INC.,)
)
Plaintiff,)
)
v.)
)
GMP CARS, LLC, GMP CARS COLLISION)
FREMONT, LLC, GMP CARS COLLISION)
SAN FRANCISCO, LLC, GMP CARS)
COLLISION SAN RAFAEL, LLC, GMP)
CARS COLLISION SANTA CLARA, LLC,)
GMP CARS COLLISION FAIRFIELD, LLC,)
GMP CARS COLLISION SANTA ROSA,)
LLC, GMP CARS COLLISION VALLEJO,)
LLC, and GEOFFREY PALERMO,)
)
Defendants.)

To Defendant(s): GMP Cars Collision San Rafael, LLC
c/o Geoffrey Palermo, Registered Agent
86 Hamilton Avenue
Novato, California 94949

You are hereby notified that you have been sued by the person named as plaintiff and in the Court indicated above. The nature of the suit against you is stated in the Complaint which is attached to this Summons. It also states the relief sought or the demand made against you by the plaintiff.

An answer or other appropriate response in writing to the Complaint must be filed either by you or your attorney within twenty (20) days, commencing the date after you receive this Summons, (or twenty-three (23) days if this Summons was received by mail), or a judgment by default may be rendered against you for the relief demanded by plaintiff. If you have a claim for relief against the plaintiff arising from the same transaction or occurrence, you must assert it in your written answer.

Date: 12/26/2019

Mylene A. Eldridge (Seal)
Clerk, Marion County Superior Court

(The following manner of service of summons is hereby designated.)

____ Registered or certified mail by Court.
XX Registered or certified mail by Attorney.



_____ Service at place of employment, to-wit:
_____ Service on individual via private process server -- (personal or copy) at above address.

**Submitted By: Matthew Barr
Kelsey C. Dilday
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204
(317) 236-1313**

SHERIFF'S RETURN ON SERVICE OF SUMMONS

I hereby certify that I have served this Summons on the _____ day of _____, 2020:

- (1) By delivering a copy of the Summons and a copy of the Complaint to the Defendant,

- (2) By leaving a copy of the Summons and a copy of the Complaint at

- (3) Other service or remarks:

Sheriff's Costs: _____ By: _____
Deputy

CLERK'S CERTIFICATE OF MAILING

I hereby certify that on the _____ day of _____, 2019, I mailed a copy of this Summons and a copy of the Complaint to the Defendant, by certified mail, requesting a return receipt at the address furnished by the Plaintiff.

Date: _____ Clerk, Marion County Superior Court

By: _____
Deputy

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint mailed to the Defendant, was accepted by the Defendant on the _____ day of _____, 2019.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint were returned not accepted on the ____ day of _____, 2019.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint mailed to the Defendant, on behalf of said Defendant on the ____ day of _____, 2019.

Clerk, Marion County Superior Court

Date: _____

By: _____
Deputy

STATE OF INDIANA)
) SS: IN THE MARION SUPERIOR / CIRCUIT COURT
COUNTY OF MARION) CAUSE NO. _____

FINISHMASTER, INC.,)
)
Plaintiff,)
)
v.)
)
GMP CARS, LLC, GMP CARS COLLISION)
FREMONT, LLC, GMP CARS COLLISION)
SAN FRANCISCO, LLC, GMP CARS)
COLLISION SAN RAFAEL, LLC, GMP)
CARS COLLISION SANTA CLARA, LLC,)
GMP CARS COLLISION FAIRFIELD, LLC,)
GMP CARS COLLISION SANTA ROSA,)
LLC, GMP CARS COLLISION VALLEJO,)
LLC, and GEOFFREY PALERMO,)
)
Defendants.)

**To Defendant(s): GMP Cars Collision Santa Clara, LLC
c/o David H. Bate, Registered Agent
5901 W. Century Boulevard, Suite 750
Los Angeles, California 90045**

You are hereby notified that you have been sued by the person named as plaintiff and in the Court indicated above. The nature of the suit against you is stated in the Complaint which is attached to this Summons. It also states the relief sought or the demand made against you by the plaintiff.

An answer or other appropriate response in writing to the Complaint must be filed either by you or your attorney within twenty (20) days, commencing the date after you receive this Summons, (or twenty-three (23) days if this Summons was received by mail), or a judgment by default may be rendered against you for the relief demanded by plaintiff. If you have a claim for relief against the plaintiff arising from the same transaction or occurrence, you must assert it in your written answer.

Date: 12/26/2019
Mylan A. Eldridge (Seal)
Clerk, Marion County Superior Court

(The following manner of service of summons is hereby designated.)

____ Registered or certified mail by Court.
XX Registered or certified mail by Attorney.



_____ Service at place of employment, to-wit:
_____ Service on individual via private process server -- (personal or copy) at above address.

**Submitted By: Matthew Barr
Kelsey C. Dilday
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204
(317) 236-1313**

SHERIFF'S RETURN ON SERVICE OF SUMMONS

I hereby certify that I have served this Summons on the _____ day of _____, 2020:

- (1) By delivering a copy of the Summons and a copy of the Complaint to the Defendant,

- (2) By leaving a copy of the Summons and a copy of the Complaint at

- (3) Other service or remarks:

Sheriff's Costs: _____ By: _____
Deputy

CLERK'S CERTIFICATE OF MAILING

I hereby certify that on the _____ day of _____, 2019, I mailed a copy of this Summons and a copy of the Complaint to the Defendant, by certified mail, requesting a return receipt at the address furnished by the Plaintiff.

Date: _____ Clerk, Marion County Superior Court

By: _____
Deputy

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint mailed to the Defendant, was accepted by the Defendant on the _____ day of _____, 2019.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint were returned not accepted on the _____ day of _____, 2019.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint mailed to the Defendant, on behalf of said Defendant on the _____ day of _____, 2019.

Clerk, Marion County Superior Court

Date: _____

By: _____
Deputy

STATE OF INDIANA)
) SS: IN THE MARION SUPERIOR / CIRCUIT COURT
COUNTY OF MARION) CAUSE NO. _____

FINISHMASTER, INC.,)
)
Plaintiff,)
)
v.)
)
GMP CARS, LLC, GMP CARS COLLISION)
FREMONT, LLC, GMP CARS COLLISION)
SAN FRANCISCO, LLC, GMP CARS)
COLLISION SAN RAFAEL, LLC, GMP)
CARS COLLISION SANTA CLARA, LLC,)
GMP CARS COLLISION FAIRFIELD, LLC,)
GMP CARS COLLISION SANTA ROSA,)
LLC, GMP CARS COLLISION VALLEJO,)
LLC, and GEOFFREY PALERMO,)
Defendants.)

To Defendant(s): **GMP Cars Collision Santa Rosa, LLC
c/o Geoffrey Palermo, Registered Agent
86 Hamilton Drive
Novato, California 94949**

You are hereby notified that you have been sued by the person named as plaintiff and in the Court indicated above. The nature of the suit against you is stated in the Complaint which is attached to this Summons. It also states the relief sought or the demand made against you by the plaintiff.

An answer or other appropriate response in writing to the Complaint must be filed either by you or your attorney within twenty (20) days, commencing the date after you receive this Summons, (or twenty-three (23) days if this Summons was received by mail), or a judgment by default may be rendered against you for the relief demanded by plaintiff. If you have a claim for relief against the plaintiff arising from the same transaction or occurrence, you must assert it in your written answer.

Date: 12/26/2019

Myla A. Eldridge (Seal)
Clerk, Marion County Superior Court

(The following manner of service of summons is hereby designated.)

____ Registered or certified mail by Court.
XX Registered or certified mail by Attorney.



I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint were returned not accepted on the ____ day of _____, 2019.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint mailed to the Defendant, on behalf of said Defendant on the ____ day of _____, 2019.

Clerk, Marion County Superior Court

Date: _____

By: _____
Deputy

STATE OF INDIANA)
) SS: IN THE MARION SUPERIOR / CIRCUIT COURT
COUNTY OF MARION) CAUSE NO. _____

FINISHMASTER, INC.,)
)
Plaintiff,)
)
v.)
)
GMP CARS, LLC, GMP CARS COLLISION)
FREMONT, LLC, GMP CARS COLLISION)
SAN FRANCISCO, LLC, GMP CARS)
COLLISION SAN RAFAEL, LLC, GMP)
CARS COLLISION SANTA CLARA, LLC,)
GMP CARS COLLISION FAIRFIELD, LLC,)
GMP CARS COLLISION SANTA ROSA,)
LLC, GMP CARS COLLISION VALLEJO,)
LLC, and GEOFFREY PALERMO,)
)
Defendants.)

To Defendant(s): GMP Cars Collision Vallejo, LLC
c/o Geoffrey Palermo, Registered Agent
86 Hamilton Drive
Novato, California 94949

You are hereby notified that you have been sued by the person named as plaintiff and in the Court indicated above. The nature of the suit against you is stated in the Complaint which is attached to this Summons. It also states the relief sought or the demand made against you by the plaintiff.

An answer or other appropriate response in writing to the Complaint must be filed either by you or your attorney within twenty (20) days, commencing the date after you receive this Summons, (or twenty-three (23) days if this Summons was received by mail), or a judgment by default may be rendered against you for the relief demanded by plaintiff. If you have a claim for relief against the plaintiff arising from the same transaction or occurrence, you must assert it in your written answer.

Date: 12/26/2019

Mylea A. Eldridge (Seal)
Clerk, Marion County Superior Court

(The following manner of service of summons is hereby designated.)

Registered or certified mail by Court.
XX Registered or certified mail by Attorney.



_____ Service at place of employment, to-wit:
_____ Service on individual via private process server -- (personal or copy) at above address.

**Submitted By: Matthew Barr
Kelsey C. Dilday
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204
(317) 236-1313**

SHERIFF'S RETURN ON SERVICE OF SUMMONS

I hereby certify that I have served this Summons on the _____ day of _____, 2020:

- (1) By delivering a copy of the Summons and a copy of the Complaint to the Defendant,

- (2) By leaving a copy of the Summons and a copy of the Complaint at

- (3) Other service or remarks:

Sheriff's Costs: _____ By: _____
Deputy

CLERK'S CERTIFICATE OF MAILING

I hereby certify that on the _____ day of _____, 2019, I mailed a copy of this Summons and a copy of the Complaint to the Defendant, by certified mail, requesting a return receipt at the address furnished by the Plaintiff.

Date: _____ Clerk, Marion County Superior Court

By: _____
Deputy

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint mailed to the Defendant, was accepted by the Defendant on the _____ day of _____, 2019.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint were returned not accepted on the ____ day of _____, 2019.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint mailed to the Defendant, on behalf of said Defendant on the ____ day of _____, 2019.

Clerk, Marion County Superior Court

Date: _____

By: _____
Deputy

STATE OF INDIANA)
) SS: IN THE MARION SUPERIOR / CIRCUIT COURT
COUNTY OF MARION) CAUSE NO. _____

FINISHMASTER, INC.,)
)
Plaintiff,)
)
v.)
)
GMP CARS, LLC, GMP CARS COLLISION)
FREMONT, LLC, GMP CARS COLLISION)
SAN FRANCISCO, LLC, GMP CARS)
COLLISION SAN RAFAEL, LLC, GMP)
CARS COLLISION SANTA CLARA, LLC,)
GMP CARS COLLISION FAIRFIELD, LLC,)
GMP CARS COLLISION SANTA ROSA,)
LLC, GMP CARS COLLISION VALLEJO,)
LLC, and GEOFFREY PALERMO,)
)
Defendants.)

To Defendant(s): GMP Cars, LLC
David H. Bate, Registered Agent
5901 W. Century Boulevard, Suite 750
Los Angeles, California 90045

You are hereby notified that you have been sued by the person named as plaintiff and in the Court indicated above. The nature of the suit against you is stated in the Complaint which is attached to this Summons. It also states the relief sought or the demand made against you by the plaintiff.

An answer or other appropriate response in writing to the Complaint must be filed either by you or your attorney within twenty (20) days, commencing the date after you receive this Summons, (or twenty-three (23) days if this Summons was received by mail), or a judgment by default may be rendered against you for the relief demanded by plaintiff. If you have a claim for relief against the plaintiff arising from the same transaction or occurrence, you must assert it in your written answer.

Date: 12/26/2019 _____

Myla A. Eldridge

Clerk, Marion County Superior Court (Seal)

(The following manner of service of summons is hereby designated.)

____ Registered or certified mail by Court.
XX Registered or certified mail by Attorney.



_____ Service at place of employment, to-wit:
_____ Service on individual via private process server -- (personal or copy) at above address.

**Submitted By: Matthew Barr
Kelsey C. Dilday
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204
(317) 236-1313**

SHERIFF'S RETURN ON SERVICE OF SUMMONS

I hereby certify that I have served this Summons on the _____ day of _____, 2020:

- (1) By delivering a copy of the Summons and a copy of the Complaint to the Defendant,

- (2) By leaving a copy of the Summons and a copy of the Complaint at

- (3) Other service or remarks:

Sheriff's Costs: _____ By: _____
Deputy

CLERK'S CERTIFICATE OF MAILING

I hereby certify that on the _____ day of _____, 2019, I mailed a copy of this Summons and a copy of the Complaint to the Defendant, by certified mail, requesting a return receipt at the address furnished by the Plaintiff.

Date: _____ Clerk, Marion County Superior Court

By: _____
Deputy

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint mailed to the Defendant, was accepted by the Defendant on the _____ day of _____, 2019.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint were returned not accepted on the ____ day of _____, 2019.

I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the Complaint mailed to the Defendant, on behalf of said Defendant on the ____ day of _____, 2019.

Clerk, Marion County Superior Court

Date: _____

By: _____
Deputy

STATE OF INDIANA)
) SS: IN THE MARION SUPERIOR / CIRCUIT COURT
 COUNTY OF MARION)
) CAUSE NO. _____

FINISHMASTER, INC.,)
)
 Plaintiff,)
)
 v.)
)
 GMP CARS LLC, GMP CARS COLLISION)
 FREMONT, LLC, GMP CARS COLLISION)
 SAN FRANCISCO, LLC, GMP CARS)
 COLLISION SAN RAFAEL, LLC, GMP)
 CARS COLLISION SANTA CLARA, LLC,)
 GMP CARS COLLISION FAIRFIELD, LLC,)
 GMP CARS COLLISION SANTA ROSA,)
 LLC, GMP CARS COLLISION VALLEJO,)
 LLC, and GEOFFREY PALERMO,)
)
 Defendants.)

E-FILING APPEARANCE BY ATTORNEY IN CIVIL CASE

1. The party on whose behalf this form is being filed is:
 Initiating X Responding _____ Intervening _____ ; and
 the undersigned attorney and all attorneys listed on this form now appear in this case for
 the following parties:

FINISHMASTER, INC.

2. Attorney information for service as required by Trial Rule 5(B)(2)

Name: Matthew B. Barr Atty Number: 26252-53
 Address: Barnes & Thornburg, LLP Phone: (317) 236-1313
11 South Meridian Street Fax: (317) 231-7433
Indianapolis, Indiana 46204 Email: matthew.barr@btlaw.com

Name: Kelsey C. Dilday Atty Number: 35205-49
 Address: Barnes & Thornburg, LLP Phone: (317) 236-1313
11 South Meridian Street Fax: (317) 231-7433
Indianapolis, Indiana 46204 Email: kelsey.dilday@btlaw.com

IMPORTANT: Each attorney specified on this appearance:

- (a) certifies that the contact information listed for him/her on the Indiana Supreme Court Roll of Attorneys is current and accurate as of the date of this Appearance;
- (b) **acknowledges that all orders, opinions, and notices from the court in this matter that are served under Trial Rule 86(G) will be sent to the attorney at the email address(es) specified by the attorney on the Roll of Attorneys regardless of the contact information listed above for the attorney;** and
- (c) understands that he/she is solely responsible for keeping his/her Roll of Attorneys contact information current and accurate, see Ind. Admis. Disc. R. 2(A).

Attorneys can review and update their Roll of Attorneys contact information on the Courts Portal at <http://portal.courts.in.gov>.

- 3. This is a PL case type as defined in administrative Rule 8(B)(3).
- 4. This case involves child support issues. Yes ___ No X (If yes, supply social security numbers for all family members on a separately attached document filed as confidential information on **light green paper**. Use Form TCM-TR3.1-4.)
- 5. This case involves a protection from abuse order, a workplace violence restraining order, or a no – contact order. Yes ___ No X (If Yes, the initiating party must provide an address for the purpose of legal service but that address should not be one that exposes the whereabouts of a petitioner.) The party shall use the following address for purposes of legal service:

_____ Attorney’s address
 _____ The Attorney General Confidentiality program address
 (contact the Attorney General at 1-800-321-1907 or e-mail address is **confidential@atg.in.gov**).
 _____ Another address (provide)

_____ This case involves a petition for involuntary commitment. Yes ___ No X

- 6. If Yes above, provide the following regarding the individual subject to the petition for involuntary commitment:
 - a. Name of the individual subject to the petition for involuntary commitment if it is not already provided in #1 above: _____
 - b. State of Residence of person subject to petition: _____
 - c. At least one of the following pieces of identifying information:
 - (i) Date of Birth _____
 - (ii) Driver’s License Number _____
 State where issued _____ Expiration date _____
 - (iii) State ID number _____
 State where issued _____ Expiration date _____

- (iv) FBI number _____
- (v) Indiana Department of Corrections Number _____
- (vi) Social Security Number is available and is being provided in an attached confidential document Yes ____ No ____

7. There are related cases: Yes ____ No X (If yes, list on continuation page.)
8. Additional information required by local rule:

9. There are other party members: Yes ____ No X (If yes, list on continuation page.)
10. This form has been served on all other parties and Certificate of Service is attached:
Yes ____ No X

/s/ Matthew B. Barr
Matthew B. Barr, #26252-53
Kelsey C. Dilday, #35205-49
Barnes & Thornburg, LLP
11 South Meridian Street
Indianapolis, Indiana 46204
Telephone: (317) 236-1313
Facsimile: (317) 231-7433
Email: matthew.barr@btlaw.com
kelsey.dilday@btlaw.com

Attorneys for Plaintiff

STATE OF INDIANA,
COUNTY OF MARION, SS:

IN THE MARION SUPERIOR COURT
CIVIL DIVISION, ROOM NO. 3
CAUSE NO. 49D03-1912-PL-053497

FINISHMASTER, INC.,
Plaintiff,

vs.

GMP CARS, LLC; GMP CARS COLLISION
FREMONT, LLC; GMP CARS COLLISION
SAN FRANCISCO, LLC, GMP CARS
COLLISION SAN RAFAEL, LLC; GMP
CARS COLLISION SANTA CLARA, LLC;
GMP CARS COLLISION FAIRFIELD, LLC;
GMP CARS COLLISION SANTA ROSA,
LLC; GMP CARS COLLISION VALLEJO,
LLC; and GEOFFREY PALERMO,
Defendants.

APPEARANCE OF COUNSEL

1. Party Represented: GMP Cars, LLC; GMP Cars Collision Fremont, LLC;
GMP Cars Collision San Francisco, LLC; GMP Cars Collision San
Rafael, LLC; GMP Cars Collision Santa Clara, LLC; GMP Cars
Collision Fairfield, LLC; GMP Cars Collision Santa Rosa, LLC;
GMP Cars Collision Vallejo, LLC; and Geoffrey Palermo
2. Attorney Information:

Name:	William M. Braman	Atty. No.:	15124-47
Address:	218 West 2 nd Street	Phone:	(812) 524-9000
	Seymour, Indiana 47274	Fax:	(812) 524-9001
Email:	<u>Braman.William@outlook.com</u>		
3. Will Defendant accept pleadings by email/facsimile: Yes.
4. Additional information required by State or Local rule: N/A
5. Case type: PL

/s/ William M. Braman

William M. Braman

CERTIFICATE OF SERVICE

I hereby certify that the above and foregoing Appearance was E-filed via Odyssey and served on the following counsel of record, at their email addresses of record on this 21st day of January, 2020, Matthew B. Barr and Kelsey C. Dilday, counsel for Plaintiff.

/s/ William M. Braman

William M. Braman

STATE OF INDIANA,
COUNTY OF MARION, SS:

IN THE MARION SUPERIOR COURT
CIVIL DIVISION, ROOM NO. 3
CAUSE NO. 49D03-1912-PL-053497

FINISHMASTER, INC.,
Plaintiff,

vs.

GMP CARS, LLC; GMP CARS COLLISION
FREMONT, LLC; GMP CARS COLLISION
SAN FRANCISCO, LLC, GMP CARS
COLLISION SAN RAFAEL, LLC; GMP
CARS COLLISION SANTA CLARA, LLC;
GMP CARS COLLISION FAIRFIELD, LLC;
GMP CARS COLLISION SANTA ROSA,
LLC; GMP CARS COLLISION VALLEJO,
LLC; and GEOFFREY PALERMO,
Defendants.

**DEFENDANTS' NOTICE OF AUTOMATIC INITIAL ENLARGEMENT OF TIME
TO ANSWER OR OTHERWISE RESPOND
TO PLAINTIFF'S COMPLAINT FOR DAMAGES**

Comes now Defendant, GMP Cars, LLC; GMP Cars Collision Fremont, LLC; GMP Cars Collision San Francisco, LLC; GMP Cars Collision San Rafael, LLC; GMP Cars Collision Santa Clara, LLC; GMP Cars Collision Fairfield, LLC; GMP Cars Collision Santa Rosa, LLC; GMP Cars Collision Vallejo, LLC; and Geoffrey Palermo (collectively, "Defendants"), by counsel, and, pursuant to Local Rule LR49-TR5-203(D), file their Notice of Automatic Initial Enlargement of Time to Answer or Otherwise Respond to Plaintiff's Complaint for Damages. In support of this Notice, Defendants state as follows:

1. Plaintiff filed its Complaint for Damages in this matter on or about December 26, 2019.
2. Defendants were served with a copy of the Complaint by certified mail, return receipt requested on or about December 30, 2020.

3. The deadline for Defendants to answer or otherwise respond to the Complaint is January 22, 2020. That time has not yet expired.

4. Defendants request an enlargement of time of thirty (30) days, to and including February 21, 2020, to respond to Plaintiff's Complaint.

5. There is currently no case management plan ordered, and no hearings in this matter are currently scheduled.

/s/ William M. Braman

William M. Braman, #15124-47
LORENZO BEVERS BRAMAN & CONNELL
Attorney for Defendants
218 West Second Street
Seymour, Indiana 47274
812-524-9000
Braman.William@outlook.com

CERTIFICATE OF SERVICE

I hereby certify that the above and foregoing Notice of Automatic Initial Enlargement of Time was E-filed via Odyssey and served on the following counsel of record, at their email addresses of record on this 21st day of January, 2020, Matthew B. Barr and Kelsey C. Dilday, counsel for Plaintiff.

/s/ William M. Braman

William M. Braman

EXHIBIT B

COMPLAINT FOR DAMAGES

49D03-1912-PL-053497
Marion Superior Court, Civil Division 3

Filed: 12/26/2019 1:45 PM
Clerk
Marion County, Indiana

STATE OF INDIANA)
) SS: IN THE MARION SUPERIOR / CIRCUIT COURT
COUNTY OF MARION) CAUSE NO.

FINISHMASTER, INC.,)
)
 Plaintiff,)
)
 vs.)
)
 GMP CARS, LLC, GMP CARS COLLISION)
 FREMONT, LLC, GMP CARS COLLISION)
 SAN FRANCISCO, LLC, GMP CARS)
 COLLISION SAN RAFAEL, LLC, GMP)
 CARS COLLISION SANTA CLARA, LLC,)
 GMP CARS COLLISION FAIRFIELD, LLC,)
 GMP CARS COLLISION SANTA ROSA,)
 LLC, GMP CARS COLLISION VALLEJO,)
 LLC, and GEOFFREY PALERMO,)
)
 Defendants.

COMPLAINT FOR DAMAGES

Plaintiff FinishMaster, Inc. by counsel, for its Complaint for Damages against Defendants GMP Cars, LLC; GMP Cars Collision Fremont, LLC; GMP Cars Collision San Francisco, LLC; GMP Cars Collision San Rafael, LLC; GMP Cars Collision Santa Clara, LLC; GMP Cars Collision Fairfield, LLC; GMP Cars Collision Santa Rosa, LLC; GMP Cars Collision Vallejo, LLC; and Geoffrey Palermo states as follows:

PARTIES AND VENUE

1. FinishMaster ("FinishMaster") is a corporation organized under the laws of the State of Indiana, having its principal office and place of business in Indianapolis, Indiana.
2. Defendant GMP Cars, LLC ("GMP Cars") is a limited liability company organized under the laws of the State of California, having its principal place of business at 20 Pimental Ct., C-4, Novato, California 94949. Upon information and belief, GMP Cars may be served through its

registered agent, David H. Bate, at 5901 W. Century Boulevard, Suite 750, Los Angeles, California 90045.

3. Defendant GMP Cars Collision Fremont, LLC (“GMP Cars Collision Fremont”) is a limited liability company organized under the laws of the State of California, having its principal place of business at 4878 Davenport Place, Fremont, California 94538. Upon information and belief, GMP Cars Collision Fremont may be served through its registered agent, Geoffrey Palermo, at 86 Hamilton Dr., Novato, California 94949.

4. Defendant GMP Cars Collision San Francisco, LLC (“GMP Cars Collision SF”) is a limited liability company organized under the laws of the State of California, having its principal place of business at 83 Hamilton Dr., Ste. 202, Novato, California 94949. Upon information and belief, GMP Cars Collision SF may be served through its registered agent, Geoffrey Palermo, at 83 Hamilton Dr., Ste. 202, Novato, California 94949.

5. Defendant GMP Cars Collision San Rafael, LLC (“GMP Cars Collision San Rafael”) is a limited liability company organized under the laws of the State of California, having its principal place of business at 1345 E. Francisco Boulevard, San Rafael, California 94901. Upon information and belief, GMP Cars Collision San Rafael may be served through its registered agent, Geoffrey Palermo, at 86 Hamilton Ave., Novato, California 94949.

6. Defendant GMP Cars Collision Santa Clara, LLC (“GMP Cars Collision Santa Clara”) is a limited liability company organized under the laws of the State of California, having its principal place of business at 83 Hamilton Dr., Ste. 202, Novato, California 94949. Upon information and belief, GMP Cars, LLC may be served through its registered agent, David H. Bate, at 5901 W. Century Boulevard, Suite 750, Los Angeles, California 90045.

7. Defendant GMP Cars Collision Fairfield, LLC (“GMP Cars Collision Fairfield”) is a limited liability company organized under the laws of the State of California, having its principal place of business at having its principal place of business at 1350 N. Texas St., Fairfield, California 94533. Upon information and belief, GMP Cars Collision Fairfield may be served through its registered agent, Geoffrey Palermo, at 83 Hamilton Dr., Ste. 202, Novato, California 94949.

8. Defendant GMP Cars Collision Santa Rosa, LLC (“GMP Cars Collision Santa Rosa”) is a limited liability company organized under the laws of the State of California, having its principal place of business at 1600 Piner Road, Santa Rosa, California 95403. Upon information and belief, GMP Cars Collision Santa Rosa may be served through its registered agent, Geoffrey Palermo, at 86 Hamilton Dr., Novato, California 94949.

9. Defendant GMP Cars Collision Vallejo, LLC (“GMP Cars Collision Vallejo”) is a limited liability company organized under the laws of the State of California, having its principal place of business at 850 Redwood St., Vallejo, California 95490. Upon information and belief, GMP Cars Collision Vallejo may be served through its registered agent, Geoffrey Palermo, at 86 Hamilton Dr., Novato, California 94949.

10. Geoffrey Palermo (“Palermo”) is a citizen and resident of the State of California. Upon information and belief, Palermo can be served at [REDACTED] Novato, California 94949.

11. Venue is proper in Marion County, Indiana, pursuant to Indiana Trial Rule 75(A) and the contracts between the parties. *See Exhibit A*, FinishMaster Six Locations Customer Agreement, ¶ 9, attached hereto (“The parties consent to and submit to the sole and exclusive jurisdiction of the federal and state courts located in Indianapolis, Indiana.”); *see also Exhibit B*, FinishMaster/GMP Cars Collision Fairfield Customer Agreement, ¶ 9, attached hereto (same); *see*

also Exhibit C, FinishMaster/GMP Cars Collision Santa Clara Customer Agreement, ¶ 9, attached hereto (same).

**COUNT I – BREACH OF THE FINISHMASTER SIX LOCATIONS
CUSTOMER AGREEMENT AND AMENDMENT
VERSUS**

**GMP CARS, GMP CARS COLLISION FREMONT, GMP CARS COLLISION SF,
GMP CARS COLLISION SANTA ROSA, GMP CARS COLLISION SAN RAFAEL, AND
GMP CARS COLLISION VALLEJO**

12. The allegations contained in paragraphs 1 through 11 are hereby realleged and incorporated as if fully set forth herein.

13. Six GMP Cars entities, including GMP Cars, GMP Cars Collision Fremont, GMP Cars Collision SF, GMP Cars Collision Santa Rosa, GMP Cars Collision San Rafael, and GMP Cars Collision Vallejo (collectively, the “Six Locations”), executed a FinishMaster Customer Agreement (“Six Locations Customer Agreement”) with FinishMaster, effective August 28, 2018, whereby the Six Locations agreed to purchase 100% of their paint and material requirements exclusively from FinishMaster and to be current with its account with FinishMaster, among other things. *See Exhibit A*. In exchange for the commitment of all six entities, FinishMaster agreed to provide conditional benefits to these entities, including, but not limited to, an advanced credit (“Six Locations Jobber Credit”) in the amount of \$750,000.00 provided to these entities. *See Exhibit A*, ¶ 4.

14. In the event that any of the Six Locations failed to fulfill their obligations, the Six Locations Customer Agreement provided for the entities to pay all outstanding invoices and to return the entire Six Locations Jobber Credit to FinishMaster. *See Exhibit A*, ¶ 4. The Six Locations Customer Agreement also authorized FinishMaster to collect attorneys’ fees arising from its efforts to collect past due amounts. *See Exhibit A*, ¶ 9.

15. FinishMaster and the Six Locations subsequently executed an Amendment to the Six Locations Customer Agreement (the "Amendment"), effective October 17, 2018, and attached hereto as Exhibit D. The Amendment provided an additional \$50,000.00 Advanced Credit ("Six Locations Amendment Credit"), but otherwise did not alter the original Six Locations Customer Agreement. *See* Exhibit D.

16. FinishMaster performed in accordance with the Six Locations Customer Agreement and Amendment.

17. The Six Locations breached the Six Locations Customer Agreement and Amendment by failing to pay for purchases when due, by informing FinishMaster that they would stop exclusively purchasing paint and material exclusively from FinishMaster, and because they will never fulfill the Purchase Requirement, all in violation of paragraph 5 of the Six Locations Customer Agreement.

18. This violation constituted a breach of contract resulting in the automatic termination of the Six Locations Customer Agreement and Amendment under paragraph 4 of both.

19. As a result, the Six Locations owe FinishMaster at least \$902,681.29, plus attorneys' fees, costs, and interest as follows:

- (a) The Six Locations must return the entire Six Locations Jobber Credit received from FinishMaster in the amount of \$750,000.00;
- (b) The Six Locations must return the entire Six Locations Amendment Credit received from FinishMaster in the amount of \$50,000.00;
- (c) The Six Locations must pay their outstanding account balances in the amount of \$102,681.29.

20. The Six Locations also owe FinishMaster lost profits resulting from their failure to purchase \$4,021,000.00 worth of paint and material products as required in paragraph 3 of the Six Locations Customer Agreement, and unaltered by the Amendment.

21. All conditions precedent to FinishMaster's right to recover these amounts under the Six Locations Customer Agreement have been performed or have occurred.

WHEREFORE, FinishMaster, Inc. requests this Court to enter judgment in its favor and against Defendants GMP Cars, LLC; GMP Cars Collision Fremont, LLC; GMP Cars Collision San Francisco, LLC; GMP Cars Collision Santa Rosa, LLC; GMP Cars Collision San Rafael, LLC, and GMP Cars Collision Vallejo, LLC for actual damages for breach of contract in the amount of \$902,681.29, plus (i) costs incurred by FinishMaster in bringing this action, including, but not limited to, attorneys' fees and court costs, as allowed under the Six Locations Customer Agreement; (ii) post judgment costs of collection, including, but not limited to, attorneys' fees and court costs as allowed under the Six Locations Customer Agreement and/or Indiana law; (iii) lost profits; and (iv) any and all other amounts whatsoever payable under the Six Locations Customer Agreement or applicable law.

**COUNT II – BREACH OF THE FINISHMASTER/GMP CARS COLLISION
FAIRFIELD CUSTOMER AGREEMENT AND AMENDMENT
VERSUS
GMP CARS AND GMP CARS COLLISION FAIRFIELD**

22. The allegations contained in paragraphs 1 through 21 are hereby realleged and incorporated as if fully set forth herein.

23. GMP Cars and GMP Cars Collision Fairfield,¹ executed a FinishMaster Customer Agreement (“Fairfield Customer Agreement”) with FinishMaster, effective October 1, 2018,

¹ Per the California Secretary of State business records, “GMP Cars Fairfield, LLC” is not a registered limited liability company. FinishMaster took “GMP Cars Fairfield, LLC” to mean “GMP Cars Collision Fairfield, LLC,” which is a registered California limited liability company.

whereby GMP Cars agreed to purchase 100% of its paint and material requirements exclusively from FinishMaster and to be current with their account with FinishMaster, among other things. See Exhibit B. In exchange for GMP Cars' and GMP Cars Collision Fairfield's commitment, FinishMaster agreed to provide conditional benefits to GMP Cars and GMP Cars Collision Fairfield, including, but not limited to, an advanced credit ("Fairfield Jobber Credit") in the amount of \$95,000.00 provided to GMP Cars. See Exhibit B, ¶ 4.

24. In the event that GMP Cars and GMP Cars Collision Fairfield failed to fulfill their obligations, the Fairfield Customer Agreement provided for GMP Cars and GMP Cars Collision Fairfield to pay all outstanding invoices and to return the entire Fairfield Jobber Credit to FinishMaster. See Exhibit B, ¶ 4. The Fairfield Customer Agreement also authorized FinishMaster to collect attorneys' fees arising from its efforts to collect past due amounts. See Exhibit B, ¶ 9.

25. FinishMaster performed in accordance with the Fairfield Customer Agreement.

26. GMP Cars and GMP Cars Collision Fairfield breached the Fairfield Customer Agreement by failing to pay for purchases when due, by informing FinishMaster that they would stop exclusively purchasing paint and material exclusively from FinishMaster, and because they will never fulfill the Purchase Requirement, all in violation of paragraph 5 of the Fairfield Customer Agreement.

27. This violation constituted a breach of contract resulting in the automatic termination of the Fairfield Customer Agreement under paragraph 4 thereof.

28. As a result, GMP Cars and GMP Cars Collision Fairfield owe FinishMaster at least \$95,000.00, plus attorneys' fees, costs, and interest as follows:

(a) GMP Cars and GMP Cars Collision Fairfield must return the entire Fairfield Jobber Credit received from FinishMaster in the amount of \$95,000.00.

29. GMP Cars and GMP Cars Collision Fairfield also owe FinishMaster lost profits resulting from its failure to purchase \$576,000.00 worth of paint and material products as required in paragraph 3 of the Fairfield Customer Agreement.

30. All conditions precedent to FinishMaster's right to recover these amounts under the Fairfield Customer Agreement have been performed or have occurred.

WHEREFORE, FinishMaster, Inc. requests this Court to enter judgment in its favor and against Defendants GMP Cars, LLC and GMP Cars Collision Fairfield, LLC for actual damages for breach of contract in the amount of \$95,000.00, plus (i) costs incurred by FinishMaster in bringing this action, including, but not limited to, attorneys' fees and court costs, as allowed under the Fairfield Customer Agreement; (ii) post judgment costs of collection, including, but not limited to, attorneys' fees and court costs as allowed under the Fairfield Customer Agreement and/or Indiana law; (iii) lost profits; and (iv) any and all other amounts whatsoever payable under the Fairfield Customer Agreement or applicable law.

**COUNT III – BREACH OF BREACH OF THE FINISHMASTER/GMP CARS
COLLISION SANTA CLARA CUSTOMER AGREEMENT
VERSUS
GMP CARS AND GMP CARS COLLISION SANTA CLARA**

31. The allegations contained in paragraphs 1 through 30 are hereby realleged and incorporated as if fully set forth herein.

32. GMP Cars and GMP Cars Collision Santa Clara² executed a Customer Agreement (“Santa Clara Customer Agreement”) with FinishMaster, effective November 1, 2018, whereby

² Per the California Secretary of State business records, “GMP Cars Collision Santa Clara, LLC” is an independently registered limited liability company. FinishMaster took “d/b/a GMP Cars Collision Santa Clara, LLC”

GMP Cars and GMP Cars Collision Santa Clara agreed to purchase 100% of their paint and material requirements exclusively from FinishMaster and to be current with their account with FinishMaster, among other things. *See Exhibit C.* In exchange for GMP Cars' and GMP Cars Collision Santa Clara's commitment, FinishMaster agreed to provide conditional benefits to GMP Cars and GMP Cars Collision Santa Clara, including, but not limited to, an advanced credit ("Santa Clara Jobber Credit") in the amount of \$60,000.00 provided to GMP Cars and GMP Cars Collision Santa Clara. *See Exhibit C, ¶ 4.*

33. In the event that GMP Cars and GMP Cars Collision Santa Clara failed to fulfill their obligations, the Santa Clara Customer Agreement provided for GMP Cars and GMP Cars Collision Santa Clara to pay all outstanding invoices and to return the entire Santa Clara Jobber Credit to FinishMaster. *See Exhibit C, ¶ 4.* The Santa Clara Customer Agreement also authorized FinishMaster to collect attorneys' fees arising from its efforts to collect past due amounts. *See Exhibit C, ¶ 9.*

34. FinishMaster performed in accordance with the Santa Clara Customer Agreement.

35. GMP Cars and GMP Cars Collision Santa Clara breached the Santa Clara Customer Agreement by failing to pay for purchases when due, by informing FinishMaster that they would stop exclusively purchasing paint and material exclusively from FinishMaster, and because they will never fulfill the Purchase Requirement, all in violation of paragraph 5 of the Santa Clara Customer Agreement.

36. This violation constituted a breach of contract resulting in the automatic termination of the Santa Clara Customer Agreement under paragraph 4 thereof.

to mean that it was also doing business with GMP Cars Collision Santa Clara, LLC, which is a registered California limited liability company.

37. As a result, GMP Cars and GMP Cars Collision Santa Clara owe FinishMaster at least \$60,000.00, plus attorneys' fees, costs, and interest as follows:

- (a) GMP Cars and GMP Cars Collision Santa Clara must return the entire Santa Clara Jobber Credit received from FinishMaster in the amount of \$60,000.00.

38. GMP Cars and GMP Cars Collision Santa Clara also owe FinishMaster lost profits resulting from their failure to purchase \$696,000.00 worth of paint and material products as required in paragraph 3 of the Santa Clara Customer Agreement.

39. All conditions precedent to FinishMaster's right to recover these amounts under the Santa Clara Customer Agreement have been performed or have occurred.

WHEREFORE, FinishMaster, Inc. requests this Court to enter judgment in its favor and against Defendants GMP Cars, LLC and GMP Cars Collision Santa Clara, LLC for actual damages for breach of contract in the amount of \$60,000.00, plus (i) costs incurred by FinishMaster in bringing this action, including, but not limited to, attorneys' fees and court costs, as allowed under the Santa Clara Customer Agreement; (ii) post judgment costs of collection, including, but not limited to, attorneys' fees and court costs as allowed under the Santa Clara Customer Agreement and/or Indiana law; (iii) lost profits; and (iv) any and all other amounts whatsoever payable under the Santa Clara Customer Agreement or applicable law.

**COUNT IV – BREACH OF GUARANTY
VERSUS
PALERMO**

40. The allegations contained in paragraphs 1 through 39 are hereby realleged and incorporated as if fully set forth herein.

41. By a Guaranty executed contemporaneously with each Customer Agreement, including the Six Locations Customer Agreement and Amendment, Fairfield Customer

Agreement, and Santa Clara Customer Agreement, Palermo personally guaranteed the obligations of the GMP Cars entities to FinishMaster, including the obligations to pay amounts owing pursuant to each Customer Agreement. True and accurate copies of the Guaranties are included in ¶ 7 of Exhibit A, Exhibit B, Exhibit C, and Exhibit D to this Complaint.

42. The Six Locations have failed to pay \$902,681.29 due and owing to FinishMaster under the Customer Agreement, plus attorneys' fees, other costs, interest, and lost profits.

43. GMP Cars and GMP Cars Collision Fairfield have failed to pay \$95,000.00 due and owing to FinishMaster under the Fairfield Customer Agreement, plus attorneys' fees, other costs, interest, and lost profits.

44. GMP Cars and GMP Cars Collision Santa Clara have failed to pay \$60,000.00 due and owing to FinishMaster under the Santa Clara Customer Agreement, plus attorneys' fees, other costs, interest, and lost profits.

45. Despite demand, Palermo has failed to pay the \$1,057,681.29 due and owing to FinishMaster in breach of his guaranty obligations under each Customer Agreement.

46. FinishMaster has been damaged as a result.

WHEREFORE, FinishMaster, Inc. requests this Court enter judgment in its favor and against Defendant Geoffrey Palermo, jointly and severally, with Defendants GMP Cars, LLC; GMP Cars Collision Fremont, LLC; GMP Cars Collision San Francisco, LLC; GMP Cars Collision Santa Rosa, LLC; GMP Cars Collision San Rafael, LLC; GMP Cars Collision Vallejo, LLC; GMP Cars Collision Fairfield, LLC; and GMP Cars Collision Santa Clara, LLC for actual damages for breach of Palermo's guaranty in the amount of \$1,057,681.29, plus (i) additional late charges accruing thereafter; (ii) the costs incurred by FinishMaster in bringing this action, including, but not limited to, attorneys' fees and court costs, as allowed under the Six Locations

Customer Agreement and Amendment, Fairfield Customer Agreement, and Santa Clara Customer Agreement; (iii) post judgment costs of collection, including, but not limited to, attorneys' fees and court costs as allowed under the Six Locations Customer Agreement and Amendment, Fairfield Customer Agreement, and Santa Clara Customer Agreement and/or Indiana law; (iv) lost profits; and (v) any and all other amounts whatsoever payable under the Six Locations Customer Agreement and Amendment, Fairfield Customer Agreement, and Santa Clara Customer Agreement and/or applicable law.

**COUNT V – UNJUST ENRICHMENT
VERSUS
GMP CARS, GMP CARS COLLISION FREMONT, GMP CARS COLLISION SF,
GMP CARS COLLISION SANTA ROSA, GMP CARS COLLISION SAN RAFAEL,
GMP CARS COLLISION VALLEJO, AND PALERMO**

47. In the alternative, FinishMaster states a claim for unjust enrichment against the Six Locations and Geoffrey Palermo.

48. FinishMaster conferred a benefit on the Six Locations and Palermo when FinishMaster sold paint and materials and provided other benefits to the Six Locations (the "Benefit").

49. The Six Locations accepted the Benefit from FinishMaster.

50. The approximate value of the Benefit is equal to \$902,681.29.

51. The Six Locations and Palermo failed to pay those amounts that are due and owing.

52. The Six Locations and Palermo have been unjustly enriched, to the detriment of FinishMaster, in the amount of \$902,681.29.

53. FinishMaster is entitled to an award of damages in the amount of \$902,681.29.

WHEREFORE, FinishMaster, Inc. requests this Court enter judgment in its favor and against Defendants Geoffrey Palermo; GMP Cars, LLC; GMP Cars Collision Fremont, LLC; GMP

Cars Collision San Francisco, LLC; GMP Cars Collision Santa Rosa, LLC; GMP Cars Collision San Rafael, LLC; and GMP Cars Collision Vallejo, LLC for actual damages for unjust enrichment in the amount of \$902,681.29, and for all other and further relief that is just and proper.

**COUNT VI – UNJUST ENRICHMENT
VERSUS
GMP CARS, GMP CARS COLLISION FAIRFIELD, AND PALERMO**

54. In the alternative, FinishMaster states a claim for unjust enrichment against GMP Cars, GMP Cars Collision Fairfield, and Geoffrey Palermo.

55. FinishMaster conferred a benefit on Palermo, GMP Cars, and GMP Cars Collision Fairfield when FinishMaster sold paint and materials and provided other benefits to GMP Cars and GMP Cars Collision Fairfield (the “Fairfield Benefit”).

56. GMP Cars and GMP Cars Collision Fairfield accepted the Fairfield Benefit from FinishMaster.

57. The approximate value of the Fairfield Benefit is equal to \$95,000.00.

58. GMP Cars, GMP Cars Collision Fairfield, and Palermo failed to pay those amounts that are due and owing.

59. GMP Cars, GMP Cars Collision Fairfield, and Palermo have been unjustly enriched, to the detriment of FinishMaster, in the amount of \$95,000.00.

60. FinishMaster is entitled to an award of damages in the amount of \$95,000.00.

WHEREFORE, FinishMaster, Inc. requests this Court enter judgment in its favor and against Defendants Geoffrey Palermo, GMP Cars, LLC, and GMP Cars Collision Fairfield, LLC for actual damages for unjust enrichment in the amount of \$95,000.00, and for all other and further relief that is just and proper.

**COUNT VII – UNJUST ENRICHMENT
VERSUS
GMP CARS, GMP CARS COLLISION SANTA CLARA,
AND PALERMO**

60. In the alternative, FinishMaster states a claim for unjust enrichment against GMP Cars, GMP Cars Collision Santa Clara, and Geoffrey Palermo.

61. FinishMaster conferred a benefit on Palermo, GMP Cars, and GMP Cars Collision Santa Clara when FinishMaster sold paint and materials and provided other benefits to GMP Cars (the “Santa Clara Benefit”).

62. GMP Cars and GMP Cars Collision Santa Clara accepted the Santa Clara Benefit from FinishMaster.

63. The approximate value of the Santa Clara Benefit is equal to \$60,000.00.

64. GMP Cars, GMP Cars Collision Santa Clara, and Palermo failed to pay those amounts that are due and owing.

65. GMP Cars, GMP Cars Collision Santa Clara, and Palermo have been unjustly enriched, to the detriment of FinishMaster, in the amount of \$60,000.00.

66. FinishMaster is entitled to an award of damages in the amount of \$60,000.00.

WHEREFORE, FinishMaster, Inc. requests this Court enter judgment in its favor and against Defendants Geoffrey Palermo, GMP Cars, LLC, and GMP Cars Collision Santa Clara, LLC for actual damages for unjust enrichment in the amount of \$60,000.00, and for all other and further relief that is just and proper.

[signature page to follow]

Respectfully submitted,

/s/ Matthew B. Barr

Matthew B. Barr (26252-53)
Kelsey C. Dilday (35205-49)
BARNES & THORNBURG LLP
11 South Meridian Street
Indianapolis, Indiana 46204
Phone: (317) 236-1313
Fax: (317) 231-7433

Attorneys for Plaintiff FinishMaster, Inc.

Exhibit A



FINISHMASTER CUSTOMER AGREEMENT

This Agreement between FinishMaster, Inc., ("Jobber") and GMP Cars Collision Fremont, LLC located at 4878 Davenport Place, Fremont, CA 94538; GMP Cars, LLC located at 74 Hamilton Drive, Navato, CA 94949; GMP Cars Collision San Francisco, LLC located at 2575 Marin Street, San Francisco, CA 94124; GMP Cars Collision San Rafael, LLC located at 1345 Francisco Boulevard, Suite E, San Rafael, CA 94901; GMP Cars Collision Santa Rosa, LLC located at 1600 Piner Road, Santa Rosa, CA 95403; and GMP Cars Collision Vallejo, LLC located at 850 Redwood Street, Vallejo, CA 94590 (collectively, the "Customer") shall commence on August 28, 2018 (the "Effective Date") and shall continue until such time as Customer has satisfied the Purchase Requirement set forth in this Agreement (the "Term").

WHEREAS Customer confirms that Customer is not subject to any obligations of any nature whatsoever under the terms of an exclusive supply agreement with any third party, except for the paint manufacturer, for the supply of paint and paint-related products;

WHEREAS Customer contacted Jobber to enter into a customer agreement for the supply of paint and paint-related products and Customer confirms that Jobber did not solicit Customer in order to change over to Jobber's product line;

The parties agree as follows:

1. **PURCHASE COMMITMENT** During the Term, Customer shall purchase 100% of its paint and material requirements exclusively from Jobber.

2. **PRICING FOR PRODUCTS** During the Term, Jobber shall provide pricing to Customer for product purchases as indicated below:

PPG Envirobase paint purchases:	17.5% point-of-sale discount off of Suggested List Price
3M material purchases:	
Tape products	32.0% point-of-sale discount off of Suggested List Price
Masking products	32.0% point-of-sale discount off of Suggested List Price
Abrasive products	35.0% point-of-sale discount off of Suggested List Price
Adhesive products	35.0% point-of-sale discount off of Suggested List Price
PPS products	32.0% point-of-sale discount off of Suggested List Price

All other purchases shall be separately priced.

- Paint Company color system recurring fees shall be paid for by Jobber.

3. **PURCHASE REQUIREMENT** Customer agrees to purchase a minimum of Four Million Twenty-One Thousand and 00/100 Dollars (\$4,021,000.00) of paint products from Jobber (referred to herein as the "Purchase Requirement"). The calculation of the Purchase Requirement shall be based on the total amount of net purchases (gross purchases minus point-of-sale discounts) on each Jobber invoice paid by Customer. The parties anticipate that Customer will meet the Purchase Requirement within Sixty (60) calendar months after the Effective Date.

4. **CONDITIONAL ADVANCES** Subject to the terms of this Agreement, PPG (referred to herein as "Paint Company") and Jobber shall make the following conditional advances to the Customer:

Paint Company is providing the following:

- Material and equipment advance (See Paint Company Agreement for details) \$16,550
- Total Paint Company Advances \$16,550

Jobber shall provide the following:

- Advanced credit ("Jobber Credit"), to be paid via ACH by Jobber within 7 days of the signing of this Agreement \$750,000
- Equipment advance ("Equipment Advance") \$54,219
- Material advance ("Material Advance") \$7,100
- Total Jobber Advance \$811,319

Total Jobber and Paint Company Advances \$827,869

The proceeds of the Jobber Credit are to be used only for shop improvements, purchases of shop equipment, and for other purposes requested by Customer only if agreed in writing.

Upon the occurrence of any of the following events ("Acceleration Event(s)"), Customer shall pay all outstanding invoices, and pay the entire amount of the Jobber Credit, Equipment Advance and Material Advance to Jobber, without notice or demand:

(a) if Customer fails to pay when due any amount owed under this Agreement or breaches any other covenant or obligation under this Agreement, including, but not limited to, the requirement that Customer purchase 100% of its paint and material requirements exclusively from Jobber; (b) if Customer terminates this Agreement for any reason without first satisfying the Purchase Requirement; (c) if there is any affirmative act of insolvency by Customer, or any filing by or against Customer under any bankruptcy or insolvency law or statute or any law for the relief of, or relating to, debtors; (d) if Customer ceases to operate its business in the ordinary course; (e) if Customer sells or otherwise disposes of a substantial portion of Customer's business or assets; or (f) if there occurs a change in ownership or control of more than ten percent (10%) of the business or assets of or ownership interests in Customer (whether in a single transaction or a series of transactions).

5. **PAYMENTS** Customer must be current with its account(s) with Jobber in order to be compliant with this Agreement. Payments shall be made by cash, check, ACH, or wire transfer. Payments shall be made on the following terms: Net 30 Days. Past due amounts are subject to a 1 1/2 % per month service charge. Notwithstanding any other remedies available to Jobber under this Agreement or otherwise, in the event the account(s) become(s) past due, the account(s) shall revert to COD status. Customer agrees to continue purchasing on a COD basis exclusively from Jobber should this occur, and to immediately satisfy the past due balance(s) along with any and all service charges.
6. **CONFIDENTIALITY** Customer shall, and shall ensure that its employees and agents will, keep this Agreement and all terms contained in it in the strictest confidence before and indefinitely after signing, and shall not disclose or otherwise use such information at anytime.
7. **GUARANTEE** In addition to any other guarantee of the Customer's obligation to Jobber by Owner(s), Owner(s) does hereby agree to fully and unconditionally personally guarantee the obligations and liabilities of the Customer under this Agreement.
8. **SECURITY AGREEMENT** In consideration of the advances extended hereby, including all future advances and other obligations, and to secure payment thereof, Customer hereby grants Jobber, its agents or assigns, a security interest in all of its presently owned and/or after acquired inventory, fixture, furniture, leasehold improvements, contract rights, equipment, accounts and notes receivable and returned and/or unclaimed merchandise; all of the above wherever located and including proceeds, (and insurance proceeds) thereof (the Collateral). Any defaults upon the terms of this Customer Agreement or any other agreements with Jobber shall constitute a default of this security agreement and all Obligations. Should Customer default, Jobber may take possession of the Collateral and may pursue all other remedies referenced in the Uniform Commercial Code. Remedies are cumulative. The security interest granted shall be subordinated to Customer's primary financial institution.
9. **MISCELLANEOUS** This Agreement is neither assignable nor transferable, in whole or in part, by Customer except by a writing signed by all parties. No waiver of any provision of this Agreement by either party shall be enforceable against that party unless it is in writing and signed by both parties. This Agreement may be executed in one or more counterparts. All notices or other communications must be in writing and will be deemed duly given or made if delivered to the party at the respective address first above written and if made or delivered by certified mail. In the event that Jobber is required to engage the assistance of an attorney to enforce the terms of this Agreement, Jobber shall be entitled to recover its reasonable attorneys' fees and costs if it prevails. This Agreement shall be governed by the laws of the State of Indiana, without regard to any conflict of law rules. The parties consent to and submit to the sole and exclusive jurisdiction of the federal and state courts located in Indianapolis, Indiana. Any appropriate state or federal court located in Indianapolis, Indiana, shall have sole and exclusive jurisdiction over any case or controversy arising under or in connection with this Agreement and shall be the sole and exclusive forum in which to adjudicate such case or controversy. In no event shall the provisions of this Agreement relating to the repayment of any Advance be construed as liquidated damages or as an election or limitation of remedies. Upon the occurrence of an Acceleration Event, Jobber reserves the right to pursue any remedy available to it under law or equity. Except for existing Jobber consignment agreements and credit applications, this Agreement contains the entire agreement between the parties and supersedes all other prior discussions, contracts or agreements made or signed by Jobber or its agents with Customer with respect to the matters described herein. Any representation, promise, or condition not incorporated into this Agreement, any consignment agreement, or credit application shall not be binding upon any party.
10. **SHOP LOCATIONS** Customer locations covered under this Agreement are as indicated below:

GMP Cars Collision Fremont, LLC
4878 Davenport Place
Fremont, CA 94538

GMP Cars, LLC
74 Hamilton Drive
Navato, CA 94949

GMP Cars Collision San Francisco, LLC
2575 Marin Street
San Francisco, CA 94124

GMP Cars Collision Santa Rosa, LLC
1600 Piner Road
Santa Rosa, CA 95403

GMP Cars Collision San Rafael, LLC
1345 Francisco Boulevard, Suite E
San Rafael, CA 94901

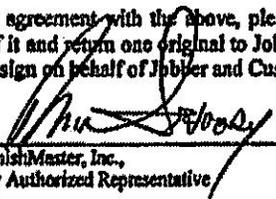
GMP Cars Collision Vallejo, LLC
850 Redwood Street
Vallejo, CA 94590

And any future Customer location(s).

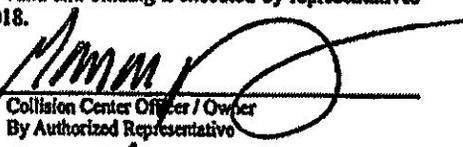
- 11. **DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES EXCEPT FOR EXPRESS WARRANTIES ISSUED BY THE PAINT COMPANY OR ANY MANUFACTURER. JOBBER DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY, IF ANY, OF JOBBER FOR DIRECT DAMAGES WHETHER ARISING FROM A BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, OR INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE WITH RESPECT TO GOODS OR ANY SERVICES IS LIMITED TO THE PRICE OF THE PARTICULAR GOODS OR SERVICES GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL JOBBER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST REVENUES OR PROFITS, OR LOSS OF PRODUCTS.**
- 12. **WAIVER OF JURY TRIAL JOBBER AND CUSTOMER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OF THEM. NEITHER JOBBER NOR CUSTOMER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER JOBBER OR CUSTOMER EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL OF THEM.**

If you are in agreement with the above, please sign both copies of this Customer Agreement indicating your agreement and acceptance of it and return one original to Jobber. This Agreement will only be valid and binding if executed by representatives authorized to sign on behalf of Jobber and Customer on or before October 28, 2018.

Jobber


FinishMaster, Inc.,
By Authorized Representative

Customer


Collision Center Officer / Owner
By Authorized Representative

Customer

Geoffrey Palermo
Printed Name

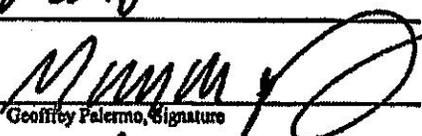
Date

8/28/2018

Date

8-28-18

Guarantor


Geoffrey Palermo, Signature

Guarantor

Geoffrey Palermo
Geoffrey Palermo, Printed Name

Guarantor

 110000 CA 94949
Geoffrey Palermo, Home Address

Exhibit B



FINISHMASTER.
Automotive & Industrial Paint

FINISHMASTER CUSTOMER AGREEMENT

This Agreement between FinishMaster, Inc., ("Jobber") and GMP Cars, LLC d/b/a GMP Cars Fairfield, LLC located at 1350 North Texas Street, Fairfield, CA 94533 (collectively, the "Customer") shall commence on October 1, 2018 (the "Effective Date") and shall continue until such time as Customer has satisfied the Purchase Requirement set forth in this Agreement (the "Term").

WHEREAS Customer confirms that Customer is not subject to any obligations of any nature whatsoever under the terms of an exclusive supply agreement with any third party, except for the paint manufacturer, for the supply of paint and paint-related products;

WHEREAS Customer contacted Jobber to enter into a customer agreement for the supply of paint and paint-related products and Customer confirms that Jobber did not solicit Customer in order to change over to Jobber's product line;

The parties agree as follows:

1. **PURCHASE COMMITMENT** During the Term, Customer shall purchase 100% of its paint and material requirements exclusively from Jobber.
2. **PRICING FOR PRODUCTS** During the Term, Jobber shall provide pricing to Customer for product purchases as indicated below:

PPG Envirobase paint purchases:	17.5% point-of-sale discount off of Suggested List Price
3M material purchases:	
Tape products	32.0% point-of-sale discount off of Suggested List Price
Masking products	32.0% point-of-sale discount off of Suggested List Price
Abrasive products	35.0% point-of-sale discount off of Suggested List Price
Adhesive products	35.0% point-of-sale discount off of Suggested List Price
PPS products	32.0% point-of-sale discount off of Suggested List Price

All other purchases shall be separately priced.

- Paint Company color system recurring fees shall be paid for by Jobber.

3. **PURCHASE REQUIREMENT** Customer agrees to purchase a minimum of Five Hundred Seventy-Six Thousand and 00/100 Dollars (\$576,000.00) of paint products from Jobber (referred to herein as the "Purchase Requirement"). The calculation of the Purchase Requirement shall be based on the total amount of net purchases (gross purchases minus point-of-sale discounts) on each Jobber Invoice paid by Customer. The parties anticipate that Customer will meet the Purchase Requirement within Sixty (60) calendar months after the Effective Date.
4. **CONDITIONAL ADVANCES** Subject to the terms of this Agreement, PPG (referred to herein as "Paint Company") and Jobber shall make the following conditional advances to the Customer:

Paint Company is providing the following:

• Material and equipment advance (See Paint Company Agreement for details)	\$7,200
Total Paint Company Advances	\$7,200

Jobber shall provide the following:

• Advanced credit ("Jobber Credit"), to be paid via ACH by Jobber within 7 days of the signing of this Agreement	\$95,000
• Credit ("Jobber Credit"), to be paid via ACH by Jobber within 30 days of 01/01/2019, provided that the Customer is current with its account(s) and in compliance with this agreement	\$5,000
• Equipment advance ("Equipment Advance")	\$7,560
Total Jobber Advance	\$107,560

Total Jobber and Paint Company Advances **\$114,760**

The proceeds of the Jobber Credit are to be used only for shop improvements, purchases of shop equipment, and for other purposes requested by Customer only if agreed in writing.

Upon the occurrence of any of the following events ("Acceleration Event(s)"), Customer shall pay all outstanding invoices, and pay the entire amount of the Jobber Credit, and Equipment Advance to Jobber, without notice or demand:

(a) if Customer fails to pay when due any amount owed under this Agreement or breaches any other covenant or obligation under this Agreement, including, but not limited to, the requirement that Customer purchase 100% of its paint and material requirements exclusively from Jobber; (b) if Customer terminates this Agreement for any reason without first satisfying the Purchase Requirement; (c) if there is any affirmative act of insolvency by Customer, or any filing by or against Customer under any bankruptcy or insolvency law or statute or any law for the relief of, or relating to, debtors; (d) if Customer ceases to operate its business in the ordinary course; (e) if Customer sells or otherwise disposes of a substantial portion of Customer's business or assets; or (f) if there occurs a change in ownership or control of more than ten percent (10%) of the business or assets of or ownership interests in Customer (whether in a single transaction or a series of transactions).

5. **PAYMENTS** Customer must be current with its account(s) with Jobber in order to be compliant with this Agreement. Payments shall be made by cash, check, ACH, or wire transfer. Payments shall be made on the following terms: Net 30 Days. Past due amounts are subject to a 1 ½ % per month service charge. Notwithstanding any other remedies available to Jobber under this Agreement or otherwise, in the event the account(s) become(s) past due, the account(s) shall revert to COD status. Customer agrees to continue purchasing on a COD basis exclusively from Jobber should this occur, and to immediately satisfy the past due balance(s) along with any and all service charges.
6. **CONFIDENTIALITY** Customer shall, and shall ensure that its employees and agents will, keep this Agreement and all terms contained in it in the strictest confidence before and indefinitely after signing, and shall not disclose or otherwise use such information at anytime.
7. **GUARANTEE** In addition to any other guarantee of the Customer's obligation to Jobber by Owner(s), Owner(s) does hereby agree to fully and unconditionally personally guarantee the obligations and liabilities of the Customer under this Agreement.
8. **SECURITY AGREEMENT** In consideration of the advances extended hereby, including all future advances and other obligations, and to secure payment thereof, Customer hereby grants Jobber, its agents or assigns, a security interest in all of its presently owned and/or after acquired inventory, fixture, furniture, leasehold improvements, contract rights, equipment, accounts and notes receivable and returned and/or unclaimed merchandise; all of the above wherever located and including proceeds, (and insurance proceeds) thereof (the Collateral). Any defaults upon the terms of this Customer Agreement or any other agreements with Jobber shall constitute a default of this security agreement and all Obligations. Should Customer default, Jobber may take possession of the Collateral and may pursue all other remedies referenced in the Uniform Commercial Code. Remedies are cumulative. The security interest granted shall be subordinated to Customer's primary financial institution.
9. **MISCELLANEOUS** This Agreement is neither assignable nor transferable, in whole or in part, by Customer except by a writing signed by all parties. No waiver of any provision of this Agreement by either party shall be enforceable against that party unless it is in writing and signed by both parties. This Agreement may be executed in one or more counterparts. All notices or other communications must be in writing and will be deemed duly given or made if delivered to the party at the respective address first above written and if made or delivered by certified mail. In the event that Jobber is required to engage the assistance of an attorney to enforce the terms of this Agreement, Jobber shall be entitled to recover its reasonable attorneys' fees and costs if it prevails. This Agreement shall be governed by the laws of the State of Indiana, without regard to any conflict of law rules. The parties consent to and submit to the sole and exclusive jurisdiction of the federal and state courts located in Indianapolis, Indiana. Any appropriate state or federal court located in Indianapolis, Indiana, shall have sole and exclusive jurisdiction over any case or controversy arising under or in connection with this Agreement and shall be the sole and exclusive forum in which to adjudicate such case or controversy. In no event shall the provisions of this Agreement relating to the repayment of any Advance be construed as liquidated damages or as an election or limitation of remedies. Upon the occurrence of an Acceleration Event, Jobber reserves the right to pursue any remedy available to it under law or equity. Except for existing Jobber consignment agreements and credit applications, this Agreement contains the entire agreement between the parties and supersedes all other prior discussions, contracts or agreements made or signed by Jobber or its agents with Customer with respect to the matters described herein. Any representation, promise, or condition not incorporated into this Agreement, any consignment agreement, or credit application shall not be binding upon any party.
10. **SHOP LOCATIONS** Customer locations covered under this Agreement are as indicated below:

GMP Cars, LLC d/b/a GMP Cars Fairfield, LLC
1350 North Texas Street
Fairfield, CA 94533

And any future Customer location(s).

11. **DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES** EXCEPT FOR EXPRESS WARRANTIES ISSUED BY THE PAINT COMPANY OR ANY MANUFACTURER, JOBBER DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY, IF ANY, OF JOBBER FOR DIRECT DAMAGES WHETHER ARISING FROM A BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, OR INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE WITH RESPECT TO GOODS OR ANY SERVICES IS LIMITED TO THE PRICE OF THE PARTICULAR GOODS OR SERVICES GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL JOBBER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST REVENUES OR PROFITS, OR LOSS OF PRODUCTS.

12. **WAIVER OF JURY TRIAL** JOBBER AND CUSTOMER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OF THEM. NEITHER JOBBER NOR CUSTOMER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER JOBBER OR CUSTOMER EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL OF THEM.

If you are in agreement with the above, please sign both copies of this Customer Agreement indicating your agreement and acceptance of it and return one original to Jobber. This Agreement will only be valid and binding if executed by representatives authorized to sign on behalf of Jobber and Customer on or before December 5, 2018.

Jobber [Signature]
FinishMaster, Inc.,
By Authorized Representative

Customer [Signature]
Collision Center Owner / Owner
By Authorized Representative

Customer Geoffrey Palermo
Printed Name

Date 10/9/18

Date _____

Quarantor [Signature]
Geoffrey Palermo, Signature

Quarantor Geoffrey Palermo
Geoffrey Palermo, Printed Name

Guarantor _____
Geoffrey Palermo, Home Address

~~49DU3-1912-PL-053491~~
Marion Superior Court, Civil Division 3

FILED: 1/27/20 11:45 P
Clerk
Marion County, Indiana

Exhibit C



FINISHMASTER CUSTOMER AGREEMENT

This Agreement between FinishMaster, Inc., ("Jobber") and GMP Cars, LLC d/b/a GMP Cars Collision Santa Clara, LLC located at 2578 Lafayette Street, Santa Clara, CA 95050 ("Customer") shall commence on November 1, 2018 (the "Effective Date") and shall continue until such time as Customer has satisfied the Purchase Requirement set forth in this Agreement (the "Term").

WHEREAS Customer confirms that Customer is not subject to any obligations of any nature whatsoever under the terms of an exclusive supply agreement with any third party, except for the paint manufacturer, for the supply of paint and paint-related products;

WHEREAS Customer contacted Jobber to enter into a customer agreement for the supply of paint and paint-related products and Customer confirms that Jobber did not solicit Customer in order to change over to Jobber's product line;

The parties agree as follows:

1. **PURCHASE COMMITMENT** During the Term, Customer shall purchase 100% of its paint and material requirements exclusively from Jobber.
2. **PRICING FOR PRODUCTS** During the Term, Jobber shall provide pricing to Customer for product purchases as indicated below:

PPG Envirobase paint purchases:	17.5% point-of-sale discount off of Suggested List Price
3M material purchases:	
Tape products	32.0% point-of-sale discount off of Suggested List Price
Masking products	32.0% point-of-sale discount off of Suggested List Price
Abrasive products	35.0% point-of-sale discount off of Suggested List Price
Adhesive products	35.0% point-of-sale discount off of Suggested List Price
PPS products	32.0% point-of-sale discount off of Suggested List Price

All other purchases shall be separately priced.

- Paint Company color system recurring fees shall be paid for by Jobber.
3. **PURCHASE REQUIREMENT** Customer agrees to purchase a minimum of Six Hundred Eighty-Nine Thousand and 00/100 Dollars (\$689,000.00) of paint products from Jobber (referred to herein as the "Purchase Requirement"). The calculation of the Purchase Requirement shall be based on the total amount of net purchases (gross purchases minus point-of-sale discounts) on each Jobber invoice paid by Customer.
 4. **CONDITIONAL ADVANCES** Subject to the terms of this Agreement, PPG (referred to herein as "Paint Company") and Jobber shall make the following conditional advances to the Customer:

Paint Company is providing the following:

• Advanced credit ("Paint Company Credit"), to be paid via ACH by Jobber within 30 days of the signing of this Agreement and the agreement between Paint Company and Customer (hereinafter referred to as the Paint Company Agreement), and the receipt of Paint Company credit by Jobber.	\$50,000
• Material and equipment advance (See Paint Company Agreement for details)	\$18,000
Total Paint Company Advances	\$68,000

Jobber shall provide the following:

• Advanced credit ("Jobber Credit"), to be paid via ACH by Jobber within 7 days of the signing of this Agreement	\$60,000
• Credit of \$50,000 to be paid via ACH by Jobber upon Customer maintaining a minimum average monthly paint and material purchase level of \$16,500.00 based on the total amount of purchases paid for by the Customer at refinish prices for Three (3) consecutive months, is current with its account(s) and is in compliance with this Agreement ("Jobber Credit")	\$50,000
• Equipment advance ("Equipment Advance")	\$12,285
• Material advance ("Material Advance")	\$6,300
Total Jobber Advance	\$128,585
Total Jobber and Paint Company Advances	\$196,585

The proceeds of the Jobber Credit and Paint Company Credit are to be used only for shop improvements, purchases of shop equipment, and for other purposes requested by Customer only if agreed in writing.

Upon the occurrence of any of the following events ("Acceleration Event(s)"), Customer shall pay all outstanding invoices and pay the entire amount of the Jobber Credit, Material Advance, and Equipment Advance to Jobber, without notice or demand:

(a) if Customer fails to pay when due any amount owed under this Agreement or breaches any other covenant or obligation under this Agreement, including, but not limited to, the requirement that Customer purchase 100% of its paint and material requirements exclusively from Jobber; (b) if Customer terminates this Agreement for any reason without first satisfying the Purchase Requirement; (c) if there is any affirmative act of insolvency by Customer, or any filing by or against Customer under any bankruptcy or insolvency law or statute or any law for the relief of, or relating to, debtors; (d) if Customer ceases to operate its business in the ordinary course; (e) if Customer sells or otherwise disposes of a substantial portion of Customer's business or assets; or (f) if there occurs a change in ownership or control of more than ten percent (10%) of the business or assets of or ownership interests in Customer (whether in a single transaction or a series of transactions).

5. **PAYMENTS** Customer must be current with its account(s) with Jobber in order to be compliant with this Agreement. Payments shall be made by cash, check, ACH, or wire transfer. Payments shall be made on the following terms: Net 30 Days. Past due amounts are subject to a 1 ½ % per month service charge. Notwithstanding any other remedies available to Jobber under this Agreement or otherwise, in the event the account(s) become(s) past due, the account(s) shall revert to COD status. Customer agrees to continue purchasing on a COD basis exclusively from Jobber should this occur, and to immediately satisfy the past due balance(s) along with any and all service charges.
6. **CONFIDENTIALITY** Customer shall, and shall ensure that its employees and agents will, keep this Agreement and all terms contained in it in the strictest confidence before and indefinitely after signing, and shall not disclose or otherwise use such information at anytime.
7. **GUARANTEE** In addition to any other guarantee of the Customer's obligation to Jobber by Owner(s), Owner(s) does hereby agree to fully and unconditionally personally guarantee the obligations and liabilities of the Customer under this Agreement.
8. **SECURITY AGREEMENT** In consideration of the advances extended hereby, including all future advances and other obligations, and to secure payment thereof, Customer hereby grants Jobber, its agents or assigns, a security interest in all of its presently owned and/or after acquired inventory, fixture, furniture, leasehold improvements, contract rights, equipment, accounts and notes receivable and returned and/or unclaimed merchandise; all of the above wherever located and including proceeds, (and insurance proceeds) thereof (the Collateral). Any defaults upon the terms of this Customer Agreement or any other agreements with Jobber shall constitute a default of this security agreement and all Obligations. Should Customer default, Jobber may take possession of the Collateral and may pursue all other remedies referenced in the Uniform Commercial Code. Remedies are cumulative. The security interest granted shall be subordinated to Customer's primary financial institution.
9. **MISCELLANEOUS** This Agreement is neither assignable nor transferable, in whole or in part, by Customer except by a writing signed by all parties. No waiver of any provision of this Agreement by either party shall be enforceable against that party unless it is in writing and signed by both parties. This Agreement may be executed in one or more counterparts. All notices or other communications must be in writing and will be deemed duly given or made if delivered to the party at the respective address first above written and if made or delivered by certified mail. In the event that Jobber is required to engage the assistance of an attorney to enforce the terms of this Agreement, Jobber shall be entitled to recover its reasonable attorneys' fees and costs if it prevails. This Agreement shall be governed by the laws of the State of Indiana, without regard to any conflict of law rules. The parties consent to and submit to the sole and exclusive jurisdiction of the federal and state courts located in Indianapolis, Indiana. Any appropriate state or federal court located in Indianapolis, Indiana, shall have sole and exclusive jurisdiction over any case or controversy arising under or in connection with this Agreement and shall be the sole and exclusive forum in which to adjudicate such case or controversy. In no event shall the provisions of this Agreement relating to the repayment of any Advance be construed as liquidated damages or as an election or limitation of remedies. Upon the occurrence of an Acceleration Event, Jobber reserves the right to pursue any remedy available to it under law or equity. Except for existing Jobber consignment agreements and credit applications, this Agreement contains the entire agreement between the parties and supersedes all other prior discussions, contracts or agreements made or signed by Jobber or its agents with Customer with respect to the matters described herein. Any representation, promise, or condition not incorporated into this Agreement, any consignment agreement, or credit application shall not be binding upon any party.
10. **SHOP LOCATIONS** Customer locations covered under this Agreement are as indicated below:

GMP Cars, LLC d/b/a GMP Cars Collision Santa Clara, LLC
2578 Lafayette Street
Santa Clara, CA 95050

And any future Customer location(s).

- 11. **DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES** EXCEPT FOR EXPRESS WARRANTIES ISSUED BY THE PAINT COMPANY OR ANY MANUFACTURER, JOBBER DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY, IF ANY, OF JOBBER FOR DIRECT DAMAGES WHETHER ARISING FROM A BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, OR INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE WITH RESPECT TO GOODS OR ANY SERVICES IS LIMITED TO THE PRICE OF THE PARTICULAR GOODS OR SERVICES GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL JOBBER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST REVENUES OR PROFITS, OR LOSS OF PRODUCTS.
- 12. **WAIVER OF JURY TRIAL** JOBBER AND CUSTOMER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OF THEM. NEITHER JOBBER NOR CUSTOMER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER JOBBER OR CUSTOMER EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL OF THEM.

If you are in agreement with the above, please sign both copies of this Customer Agreement indicating your agreement and acceptance of it and return one original to Jobber. This Agreement will only be valid and binding if executed by representatives authorized to sign on behalf of Jobber and Customer on or before January 14, 2019.

Jobber

[Signature]
FinishMaster, Inc.,
By Authorized Representative

Customer

[Signature]
Collision Center Officer / Owner
By Authorized Representative

Customer

Geoffrey Palermo
Printed Name

Date

11/16/18

Date

Guarantor

[Signature]
Geoffrey Palermo, Signature

Guarantor

Geoffrey Palermo
Geoffrey Palermo, Printed Name

Guarantor



Geoffrey Palermo, Home Address

Novato CA. 94949

49D03-1912-PL-053497

Marion Superior Court, Civil Division 3

FILED: 1/27/20 1:45 P

Clk

Marion County, Indiana

Exhibit D



FINISHMASTER.
Automotive & Industrial Paint

AMENDMENT TO THE FINISHMASTER CUSTOMER AGREEMENT

This Amendment, dated as of October 17, 2018 (the "Amendment Effective Date"), is by and between FinishMaster, Inc. (hereinafter referred to as "Jobber") and GMP Cars Collision Fremont, LLC located at 4878 Dayenport Place, Fremont, CA 94538; GMP Cars, LLC located at 74 Hamilton Drive, Novato, CA 94949; GMP Cars Collision San Francisco, LLC located at 2575 Marin Street, San Francisco, CA 94124; GMP Cars Collision San Rafael, LLC located at 1345 Francisco Boulevard, Suite E, San Rafael, CA 94901; GMP Cars Collision Santa Rosa, LLC located at 1600 Piner Road, Santa Rosa, CA 95403; and GMP Cars Collision Vallejo, LLC located at 850 Redwood Street, Vallejo, CA 94590 (collectively, the "Customer") and amends that certain FinishMaster Customer Agreement ("Agreement") dated August 28, 2018. The parties agree as follows:

1. AMENDMENTS

(a) Paragraph 4 of the Agreement is hereby amended and restated as follows:

4. **CONDITIONAL ADVANCES** Subject to the terms of this Agreement, PEG (referred to herein as "Paint Company") and Jobber shall make the following conditional advances to the Customer:

Paint Company is providing the following:

- Material and Equipment Advance (See Paint Company Agreement for details) \$16,550
- Total Paint Company Advances \$16,550

Jobber shall provide the following:

- Credit ("Jobber Credit"), paid via ACH by Jobber with confirmation \$750,000
[REDACTED] on 08/30/2018
- Advanced credit ("Jobber Credit"), to be paid via ACH by Jobber to Peninsula Color \$50,000
 Service on behalf of Customer within 30 days of the signing of this Agreement
- Total Jobber Advance \$800,000

Total Jobber and Paint Company Advances \$816,550

The proceeds of the Jobber Credit are to be used only for shop improvements, purchases of shop equipment, and for other purposes requested by Customer only if agreed in writing.

Upon the occurrence of any of the following events ("Acceleration Event(s)"), Customer shall pay all outstanding invoices, and pay the entire amount of the Jobber Credit to Jobber, without notice or demand:

- (a) if Customer fails to pay when due any amount owed under this Agreement or breaches any other covenant or obligation under this Agreement, including, but not limited to, the requirement that Customer purchase 100% of its paint and material requirements exclusively from Jobber; (b) if Customer terminates this Agreement for any reason without first satisfying the Purchase Requirement; (c) if there is any affirmative act of insolvency by Customer, or any filing by or against Customer under any bankruptcy or insolvency law or statute or any law for the relief of, or relating to, debtors; (d) if Customer ceases to operate its business in the ordinary course; (e) if Customer sells or otherwise disposes of a substantial portion of Customer's business or assets; or (f) if there occurs a change in ownership or control of more than ten percent (10%) of the business or assets of or ownership interests in Customer (whether in a single transaction or a series of transactions).

If you are in agreement with the above, please sign both copies of this Amendment indicating your agreement and acceptance of it and return one original to Jobber. This Amendment will only be valid and binding if executed by both parties by December 25, 2018.

Jobber [Signature]
FinishMaster, Inc.
Authorized Representative

Customer [Signature]
Collision Center Officer/Owner

Customer Geoffrey Palermo
Printed Name

Date 10/31/18

Date 10/29/18

Guarantor [Signature]
Geoffrey Palermo, Signature

Guarantor Geoffrey Palermo
Geoffrey Palermo, Printed Name

Guarantor [Redacted] Belmont, CA 94905
Geoffrey Palermo, Home Address

JS 44 (Rev 09/10)

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA**

CIVIL COVER SHEET

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law.

Plaintiff(s):

First Listed Plaintiff:
FinishMaster, Inc. ;
4 Incorporated or Principal Place of Business in This State;
County of Residence: Marion County

Defendant(s):

First Listed Defendant:
GMP Cars LLC ;
5 Incorporated and Principal Place of Business in Another State;
County of Residence: Outside This District

Additional Defendants(s):
GMP Cars Collision Fremont, LLC ;
5 Incorporated and Principal Place of Business in Another State;

GMP Cars Collision San Francisco, LLC ;
5 Incorporated and Principal Place of Business in Another State;

GMP Cars Collision San Rafael, LLC ;
5 Incorporated and Principal Place of Business in Another State;

GMP Cars Collision Santa Clara, LLC ;
5 Incorporated and Principal Place of Business in Another State;

GMP Cars Collision Fairfield, LLC ;
5 Incorporated and Principal Place of Business in Another State;

GMP Cars Collision Santa Rosa, LLC ;
5 Incorporated and Principal Place of Business in Another State;

GMP Cars Collision Vallejo, LLC ;
5 Incorporated and Principal Place of Business in Another State;

Geoffrey Palermo ;
2 Citizen of Another State; California

County Where Claim For Relief Arose: Marion County

Plaintiff's Attorney(s):

Matthew B. Barr (FinishMaster, Inc.)
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, Indiana 46204
Phone: 3172361313
Fax: 3172317433
Email: matthew.barr@btlaw.com

Defendant's Attorney(s):

William M Braman (GMP Cars LLC)
Lorenzo Bevers Braman & Connell
218 West 2nd Street
Seymour, Indiana 47274
Phone: 8125249000
Fax: 8125249001
Email: Braman.William@outlook.com

Kelsey C. Dilday
Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, Indiana 46204

Phone: 3172361313
Fax: 3172317433
Email: kelsey.dilday@btlaw.com

Basis of Jurisdiction: 4. Diversity of Citizenship

Citizenship of Principal Parties (Diversity Cases Only)

Plaintiff: 4 Incorporated or Principal Place of Business in This State

Defendant: 5 Incorporated and Principal Place of Business in Another State

Origin: 2. Removed From State Court

State Removal County: Marion County

State Removal Case Number: 49D03-1912-PL-053497

Nature of Suit: 190 All Other Contract Actions

Cause of Action: Breach of contract; diversity jurisdiction pursuant to 28 U.S.C. 1332

Requested in Complaint

Class Action: Not filed as a Class Action

Monetary Demand (in Thousands): 1,057

Jury Demand: No

Related Cases: Is NOT a refiling of a previously dismissed action

Signature: /s/ William M. Braman

Date: 1/21/2020

If any of this information is incorrect, please close this window and go back to the Civil Cover Sheet Input form to make the correction and generate the updated JS44. Once corrected, print this form, sign and date it, and submit it with your new civil action.