EXHIBIT A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

SEAFLO MARINE AND RV NORTH AMERICA, LLC, an Illinois limited liability company,	)	
Plaintiff,	)	**2024 L 6956**
v.	)	
PATRICK INDUSTRIES, INC., an Indiana corporation; PATRICK DISTRIBUTION, an unincorporated division of PATRICK INDUSTRIES, INC., an Indiana corporation; and LASALLE BRISTOL CORPORATION, an Indiana corporation and subsidiary of PATRICK INDUSTRIES, INC.,	)	**CALENDAR S**
Defendants.	)	

PLAINTIFF'S FOURTH AMENDED COMPLAINT AND JURY DEMAND

Plaintiff, SEAFLO MARINE AND RV NORTH AMERICA, LLC, an Illinois Limited Liability Company (hereinafter "SEAFLO"), by their attorneys, MARC S. MAYER, MAYER & MARSH and JENNER & BLOCK LLP, complaining against Defendants, PATRICK INDUSTRIES, INC., an Indiana corporation ("PATRICK INDUSTRIES"), PATRICK DISTRIBUTION, an unincorporated division of PATRICK INDUSTRIES, ("PATRICK DISTRIBUTION"), and LASALLE BRISTOL CORPORATION, an Indiana corporation ("LB"),[1] pleading in the alternative, alleges and states as follows:

[1] Pursuant to *Foxcroft Townhome Owners Ass'n v. Hoffman Rosner Corp.*, 96 Ill. 2d 150, 153–54 (1983), Plaintiff expressly preserves its right to appeal the dismissal of Counts I, III, V, VI, and VII in the Third Amended Complaint, as well as the dismissal of Defendants PATRICK DISTRIBUTION and LASALLE BRISTOL CORPORATION. To avoid confusion, Plaintiff's Fourth Amended Complaint re-alleges Counts I-VIII as they appeared in the Third Amended Complaint, with only immaterial changes.

INTRODUCTION

This action arises from the efforts by Patrick Industries to fraudulently induce Seaflo to enter into and continue to perform under an Exclusive Distributor Agreement ("Seaflo-Patrick Contract") that Patrick Industries breached many times over and used as an unlawful mechanism to harm competition and consumers in violation of Illinois antitrust and consumer protection laws.

The bargain for Seaflo was simple, and too tantalizing to pass up. Patrick Industries—a multi-billion dollar major national distributor of RV products with scale and reach that few if any other distributors could match— promised to purchase at least 500,000 units of Seaflo's product over 5 years in exchange for Seaflo agreeing to not sell it through other distributors. Patrick Industries promised to undertake its "best efforts" to sell the Seaflo products. Patrick Industries also promised to give Seaflo its unflagging loyalty: under the contract's Conflict of Interest term, Patrick Industries promised that neither it nor "any entity controlled by or under common control with [it] will represent or promote, design, manufacture or distribute, any lines or products that compete with the [Seaflo] Product." Patrick Industries further agreed that it would "provide [Seaflo] with a list of the companies and products that it currently represents," and "inform [Seaflo] of new product developments that are competitive with" Seaflo's product.

Seaflo kept its end of the bargain. Patrick Industries did not. Over the five-year term, Patrick Industries purchased only 30,000 complete units of the Seaflo Product in the first year and 10,000 valve body components three years later—and nothing more. More than 90% of the contracted units went unpurchased. That is a clear, straightforward breach of contract.

But Patrick Industries was not just breaching the contract by not buying the Seaflo Product. Patrick Industries was also using the exclusive distribution agreement as the centerpiece of a fraudulent, unlawful, and anticompetitive scheme, and made material misrepresentations and omissions to induce Seaflo to enter into the exclusive agreement and stick with it. For example, Patrick Industries never disclosed to Seaflo that months before signing the exclusive agreement, Patrick Industries had acquired a new subsidiary, LB, that was in the process of competing with the Seaflo product; that LB's competing product was certified for sale just one week before the exclusive agreement was signed; or that Patrick Industries and LB had overlapping leadership. Patrick Industries never disclosed that it took steps to induce Seaflo to keep the exclusive agreement in place by preventing Seaflo from learning the truth and by making additional material misstatements—such as dangling pretextual promises of expanded business. And Patrick Industries never disclosed that, with Seaflo locked in, it weaponized the agreement by shelving the Seaflo Product (rather than selling it as required) to insulate LB from competition and protect high margins, despite admitting that the Seaflo Product had a lower price and was higher quality.

Patrick Industries's own internal communications are powerful evidence of this misconduct.

- In October 2020, LB's Vice President of Sales wrote to a Patrick Industries counterpart to urge him to keep Seaflo from taking market share with Seaflo's higher quality, lower cost goods. LB noted that it already had "all the business" with one of the industry's largest RV manufacturers and urged Patrick Industries to ensure it stayed that way by keeping Seaflo at bay. In a shockingly candid response, the Patrick Industries representative—who was supposed to be engaging in "best efforts" to sell the Seaflo product—agreed to avoid selling Seaflo's product to the manufacturer and to "keep overall margins as high as possible." And thereafter, Patrick Industries continued to reassure Seaflo that it was doing everything it could to boost Seaflo's sales—when in fact Patrick Industries was doing no such thing.

- In April 2022, after LB raised prices on its product, Patrick Industries's own sales team observed that customers found Seaflo's product to be cheaper and higher quality than LB's. Rather than press that advantage to sell the Seaflo Product (as required), the Patrick Industries representative who signed the Seaflo-Patrick Contract told the sales team he was concerned that renewed competition would upset LB. In the aftermath of that exchange, Patrick Industries did not purchase additional quantities of the Seaflo Product.
- In April and May 2024, starting just days after the exclusivity expired, executives who simultaneously served in high-level roles at Patrick Industries and its affiliate LB directed personnel to "<u>MINIMIZE</u> vendor communication" with Seaflo and to quietly move all the Seaflo business to LB "as planned." They suggested having Patrick Industries continue to supply token quantities of the Seaflo product to avoid "giv[ing] SeaFlo a reason to seek a new distributor"—which Patrick Industries had spent years trying to avoid. They also took steps to remove one of Seaflo's key contacts from the conversation and directed that further discussion should occur by phone—ostensibly to prevent Seaflo from learning the truth.
- As late as July, 2024, an employee of Patrick Industries's affiliate LB, which had no prior dealings with Seaflo, wrote Seaflo to inquire about a revised purchase order, noting that it would "allow [LB] to maintain the exclusivity on the Seaflo P-traps." Yet there was never any *LB* exclusivity, and indeed LB's involvement in the relevant market was a clear violation of the exclusivity agreement between *Patrick Industries* and Seaflo. It turns out, though that Patrick Industries and LB had been communicating for *years* about Seaflo and competition from the Seaflo Product.

At bottom, the exclusive agreement that was supposed to launch the Seaflo Product became the instrument of its exclusion. While Patrick Industries purchased less than 10% of the units it agreed to buy from Seaflo, its own affiliate sold more than 1 million units of its competing product during that same period, generating millions in sales. Those sales occurred in a distorted market without fair competition, where manufacturers and end-users were forced to bear artificially inflated prices, decreased quality, and reduced choice because Patrick Industries operated the Seaflo-Patrick Contract to unreasonably restrain trade and advance a quest for monopoly power.

Patrick Industries's misconduct takes on additional significance against the backdrop of its recent announcement to acquire its last major rival, Lippert Components, Inc. ("Lippert"), to create a combined entity that would be the biggest in the RV components market by far. The deal is part of Patrick Industries's avowed strategy to dominate the industry by growing through acquisitions. That strategy is well underway: Patrick Industries has spent more than $550 million on acquisitions since 2023 and completed 65 acquisitions since 2017.

At present, Patrick Industries and Lippert compete for business with suppliers and RV manufacturers, who can attempt to play the two off of each other. But if they are permitted to combine, that competition will disappear—entrenching Patrick Industries's dominance, and removing any remaining check on the prices, quality, and choices available to suppliers, RV manufacturers and consumers. The plumbing products category, which includes the Seaflo Product at issue, has been identified as one particular area of concern. But there are many: the products that Patrick Industries and Lippert supply and distribute overlap significantly. And post-merger, there will be no meaningful competition in the markets to sell or distribute either those overlapping products or the non-overlapping products. Patrick Industries will be the only game in town. It is thus no surprise that the Chairman of the Senate Judiciary Subcommittee on Antitrust, Competition

Policy, and Consumer Rights has sounded the alarm, warning that the combination "raises significant antitrust concerns" and would create "a supplier of considerable scale across multiple component categories critical to RV manufacturers, which warrants close scrutiny." As of the date of this filing, antitrust regulators are continuing to review the proposed merger and have not approved it.

Patrick Industries has left Seaflo with no choice but to bring this suit to protect itself, competition in the industry, as well as manufacturers and end consumers. Absent relief, the harm Patrick Industries has already inflicted on Seaflo will be magnified across the entire recreational vehicle components industry. Accordingly, Seaflo seeks damages, including treble damages for violations of the Illinois antitrust laws, pre-judgment interest, an injunction to stop Patrick Industries from acquiring Lippert, attorney's fees and costs, and all other appropriate relief.

PARTIES

1) SEAFLO is an Illinois limited liability company with its registered office at 137 North Oak Park Avenue, Suite 215, Oak Park, Cook County, Illinois. SEAFLO manufactures and sells Marine, RV and Agricultural parts and accessories, including the Seaflo Product.

2) PATRICK INDUSTRIES is an Indiana corporation headquartered in Elkhart, Indiana. PATRICK INDUSTRIES manufactures and distributes component products and building materials for recreational vehicles and conducts business in the State of Illinois, including through subsidiaries located in Illinois.

3) PATRICK DISTRIBUTION is, and was at all relevant times, an unincorporated division of PATRICK INDUSTRIES

4) LB is an Indiana corporation headquartered in Elkhart, Indiana, and is a wholly owned subsidiary of PATRICK INDUSTRIES

JURISDICTION AND VENUE

5) This Court has jurisdiction over the subject matter of this action pursuant to Article VI, Section 9 of the Illinois Constitution, and pursuant to 815 ILCS 505/10a and 740 ILCS 10/7, which authorize private actions under the Illinois Consumer Fraud and Deceptive Business Practices Act and the Illinois Antitrust Act.

6) This Court has personal jurisdiction over Defendants pursuant to 735 ILCS 5/2-209(a)(1) and (a)(7) because Plaintiff, SEAFLO's causes of action arise from Defendants' transaction of business within the State of Illinois and from the making and performance of a contract substantially connected with the State of Illinois. The Seaflo-Patrick Contract was made with Plaintiff, SEAFLO, an Illinois limited liability company whose principal place of business was then in Wood Dale, Illinois, and required Defendants to schedule, arrange and pay for pick up and shipping of the Seaflo Product from Plaintiff, SEAFLO's warehouse in Wood Dale, Illinois. This Court also has personal jurisdiction over Defendants pursuant to 735 ILCS 5/2-209(b)(4) because Defendants are corporations doing business within the State of Illinois, including through subsidiaries of PATRICK INDUSTRIES located in the State of Illinois.

7) Defendants have consented to the jurisdiction of this Court. Section 22 of the Seaflo-Patrick Contract provides that it "shall be governed by the laws of the State of Illinois without regard to the conflicts of laws principles of such state. Jurisdiction shall be proper in the state or federal courts of Illinois."

8) Venue is proper in this Court pursuant to 735 ILCS 5/2-101 because each Defendant is a nonresident of the State of Illinois and this action may therefore be commenced in any county, and further because part of the transaction out of which SEAFLO's causes of action arose occurred in the State of Illinois, where SEAFLO, whose registered office is located Cook County, Illinois,

maintained the Wood Dale warehouse from which Defendants agreed to take delivery of the Seaflo Product.

<u>COUNT I</u>
BREACH OF CONTRACT VS PATRICK DISTRIBUTION
<u>Breach of "requirements" term of contract</u>
<u>in the alternative</u>

9) Plaintiff, SEAFLO realleges and incorporates by reference each of the paragraphs of this Complaint as though fully set forth herein.

10) Plaintiff, SEAFLO is an Illinois limited liability company, with its registered agent's offices in Cook County, Illinois, and its current principal place of business in South Bend, Indiana.

11) Plaintiff, SEAFLO is in the business, *inter alia* of the manufacture and sale of Marine, RV and Agricultural parts and accessories.

12) At the time of entering into the Seaflo-Patrick Contract, Plaintiff, SEAFLO's principal place of business was in Wood Dale, Illinois.

13) One of the products Plaintiff, SEAFLO sells and distributes ("Seaflo Product") is a waterless, sanitary waste drain valve designed for use in recreational vehicles.

14) The Seaflo Product eliminates the need for a traditional "P" or "S" type drain, and contains a valve which prevents sewage odors from emanating from sink drains. The Seaflo Product also eliminates the possibility of water left in traditional "P" or "S" type drains from freezing, and reduces the space required for such drain valves.

15) The Seaflo Product consists of three components:

a) 9776 PU SFWV2-01 1-1/2" Inlet Self Sealing Waste Valve Bodies;

b) 9777 PU SFWV2-02 1-1/2" Angled Adapter; and

c) 9778 PU SFWV2-03 1-1/2" Straight Thread/slip Joint Adapter.

(<u>See</u> Seaflo Product image, attached hereto as Ex. "2").

16) Defendant, PATRICK INDUSTRIES, is an Indiana corporation with its principal place of business in Elkhart, Indiana, and conducts business in the State of Illinois. *(See "Company Profile" and "Subsidiaries of the Registrant" pages of Patrick Industries Financial Statement, attached hereto as Ex. "3" indicating Patrick Industries subsidiaries located in the State of Illinois.)*

17) Defendant, PATRICK INDUSTRIES is in the business, *inter alia,* of manufacturing and distributing component products and building materials for recreational vehicles.

18) PATRICK DISTRIBUTION was at all relevant times an unincorporated division of Defendant, PATRICK INDUSTRIES *(See Patrick Distribution "About Us" attached hereto as Ex. "4".)*

19) Defendant, PATRICK DISTRIBUTION was in the business, *inter alia,* of distributing component products and building materials for recreational vehicles.

20) Defendant, PATRICK INDUSTRIES, by operating Defendant, PATRICK DISTRIBUTION as an unincorporated "division" of PATRICK INDUSTRIES was at all relevant times acting and is legally responsible and liable as the corporate entity that entered into the Seaflo-Patrick Contract with Plaintiff, SEAFLO.

21) Prior to April, 16, 2019, Plaintiff, SEAFLO made an offer to sell the Seaflo Product to Defendant, PATRICK DISTRIBUTION as set forth in the Seaflo-Patrick Contract.

22) On or about April 16, 2019, Defendant, PATRICK DISTRIBUTION accepted Plaintiff, SEAFLO's offer by executing a copy of the Seaflo-Patrick Contract. *(See Ex. "1.")*

23) Thereafter, Plaintiff, SEAFLO executed the Seaflo-Patrick Contract *(See Ex. "1.")*

24) The offer and acceptance were supported by consideration whereby Defendant, PATRICK DISTRIBUTION agreed to purchase a minimum of 500,000 units of the Seaflo Product

(100,000 per year) during the 60 month term of the Seaflo-Patrick Contract and pay Plaintiff, SEAFLO for the Seaflo Product - and SEAFLO agreed to supply the Seaflo Product to PATRICK DISTRIBUTION for payment.

25) Furthermore, Plaintiff, SEAFLO agreed to allow Defendant, PATRICK DISTRIBUTION to operate as the exclusive distributor of the Seaflo Product for the 60 month term of the Seaflo-Patrick Contract in the United States, including in the State of Illinois, and, as a result, SEAFLO thereby relinquished its rights to sell the Seaflo Product to other manufacturers in the United States, including in the State of Illinois, during the 60 month term of the Seaflo-Patrick Contract.

26) As a result of the offer, acceptance and valid consideration, Plaintiff, SEAFLO and Defendant, PATRICK DISTRIBUTION, on April 16, 2019, entered into a valid and enforceable contract. *(See Ex. "1.")*

27) Pursuant to the Seaflo-Patrick Contract, Plaintiff, SEAFLO and Defendant, PATRICK DISTRIBUTION agreed to the following terms, among others:

a) SEAFLO agreed to appoint PATRICK DISTRIBUTION as its exclusive distributor for the Seaflo Product in the United States *(see Ex. "1," at §2 - "Appointment")*;

b) The term of the Seaflo-Patrick Contract is 60 months *(see Ex. "1," at §3 - "Term")*;

c) During the 60 month term of the Seaflo-Patrick Contract, PATRICK DISTRIBUTION agreed to purchase 500,000 units of the Seaflo Product at the rate of a minimum of 100,000 units of the Seaflo Product per year *(see, Ex. "1," at Attachment A - "Minimum sales to maintain Exclusivity")*;

d) PATRICK DISTRIBUTION agreed to schedule, arrange and pay for pick up and shipping of the Seaflo Product from SEAFLO's warehouse in Wood Dale, Illinois *(see Ex. "1," at Attachment A - "Shipping and delivery timing," "Custody transfer and timing," and "Delivery method")*;

e) PATRICK DISTRIBUTION agreed to purchase an initial order of 30,000 units of the Seaflo Product within 15-days of the date of the Seaflo-Patrick Contract;

f) PATRICK DISTRIBUTION agreed to pay to SEAFLO the price of $7.78 per unit of the Seaflo Product at $5.80 for the 9776 PU SFWV2-01 1-1/2" Inlet Self Sealing Waste Valve Bodies, $0.99 for the 9777 PU SFWV2-02 1-1/2" Angled Adapter, and $0.99 for the 9778 PU SFWV2-03 1-1/2" Straight Thread/slip Joint Adapter *(see Ex. "1," at Attachment A - "Minimum Sales to Maintain Exclusivity")*;

g) The Seaflo-Patrick Contract "shall be governed by the laws of the State of Illinois without regard to the conflicts of laws principles of such state. Jurisdiction shall be proper in the state or federal courts of Illinois." *(See Ex. "1," at §22 - Governing Law and Jurisdiction.")*;

h) "Should any action be brought by either party to enforce any term or condition of [the Seaflo-Patrick Contract], the prevailing party, whether by settlement, adjudication or arbitration, shall have the right to collect reasonable attorneys' fees, expenses and costs from the non-prevailing party." *(see Ex. "1," at §21 - "Attorney's Fees")*;

i) Waiver. "The failure of either party to enforce any provision of [the Seaflo-Patrick Contract] shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance of the same or any other provision of [the Seaflo-Patrick Contract]." *(see Ex. "1," at §23 - Waiver)*;

j) The Seaflo-Patrick Contract, "together with any attachments or addendums, constitute[s] the entire agreement between [the parties] with respect to the subject matter [of the Seaflo-Patrick Contract] and supersedes all prior agreements or understandings with respect to the subject matter [of the Seafl-Patrick Contract]." The Seaflo-Patrick Contract "shall not be amended, altered or changed except by written agreement signed by both parties." *(see Ex. "1," at §26 - "Entire Agreement")*.

28) The Seaflo-Patrick Contract provided Defendant, PATRICK DISTRIBUTION with the right to give Plaintiff, SEAFLO written notice of termination. *(See Ex. "1," at §15 - "Termination for Breach.")*

29) Defendant, PATRICK DISTRIBUTION never provided notice of termination to Plaintiff, SEAFLO or terminated the Seaflo-Patrick Contract pursuant to its terms.

30) Plaintiff, SEAFLO performed all obligations and conditions required of it pursuant to the Seaflo-Patrick Contract, including but not limited to recognizing Defendant, PATRICK DISTRIBUTION was its exclusive distributor for the Seaflo Product in the United States and not selling or offering for sale any of the Seaflo Product to any other persons or entities in the United States during the 60 month term of the Seaflo-Patrick Contract.

31) At all relevant times, Plaintiff, SEAFLO had the ability to purchase, obtain and sell to Defendant, PATRICK DISTRIBUTION an amount in excess of 500,000 units of the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract and/or an amount in excess of 100,000 units per year of the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract.

32) Plaintiff, SEAFLO's cost for the Seaflo Product was, at all relevant times, \$3.23 for the three components of the Seaflo Product.

33) During the first year of the 60 month term of the Seaflo-Patrick Contract, Defendant, PATRICK DISTRIBUTION purchased 30,000 units of the three components of the Seaflo Product from Plaintiff, SEAFLO.

34) Three years into the 60 month term of the Seaflo-Patrick Contract, Defendant, PATRICK DISTRIBUTION purchased an additional 10,000 units of the SFWV2-011 Valve Bodies portion of the Seaflo Product from Plaintiff, SEAFLO.

35) Thereafter, Defendant, PATRICK DISTRIBUTION failed to order any more of the Seaflo Product, despite being required pursuant to the terms of the Seaflo-Patrick Contract to purchase 500,000 units of the three components of the Seaflo Product.

36) Defendant, PATRICK DISTRIBUTION's failure to purchase the remaining 460,000 units of the SFWV2-011 Valve Bodies, or the remaining 470,000 of the 9777PU Angled Adapters,

or the remaining 470,000 of the 9778PU Joint Adapters during the 60 month term of the Seaflo-Patrick Contract, was a material breach of the Seaflo-Patrick Contract.

37) As a direct and proximate result of Defendant, PATRICK DISTRIBUTION's material breach of the Seaflo-Patrick Contract, Plaintiff, SEAFLO suffered damages in the form of the profit lost on the units of the Seaflo Product PATRICK DISTRIBUTION was required to purchase but did not in a sum in excess of Two Million Dollars ($2,000,000.00 +).

38) Plaintiff, SEAFLO is entitled to pre judgment interest at the rate of 5% per annum for the 460,000 non purchased units of the Seaflo Product from the end of the 60 month term of the Seaflo-Patrick Contract, April 16, 2024 through the date of the entry of judgment.

WHEREFORE, Plaintiff, SEAFLO MARINE AND RV NORTH AMERICA, LLC, an Illinois Limited Liability Company, prays for the entry of judgment against Defendant, PATRICK DISTRIBUTION, an unincorporated division of PATRICK INDUSTRIES, in an amount in excess of Two Million Dollars (+$2,000,000.00), plus pre-judgment interest at the rate of 5% per annum from the end of the 60 month term of the Seaflo-Patrick Contract, April 16, 2024 through the date of the entry of judgment and its reasonable attorneys' fees and costs of suit.

COUNT II
BREACH OF CONTRACT VS PATRICK INDUSTRIES
Breach of "requirements" term of contract
in the alternative

39) Plaintiff, SEAFLO realleges and incorporates by reference each of the paragraphs of this Complaint as though fully set forth herein.

40) Prior to April, 16, 2019, Plaintiff, SEAFLO made an offer to sell the Seaflo Product to Defendant, PATRICK INDUSTRIES as set forth in the Seaflo-Patrick Contract *(See Ex. "1.")*.

41) On or about April 16, 2019, Defendant, PATRICK INDUSTRIES accepted Plaintiff, SEAFLO's offer by executing a copy of the Seaflo-Patrick Contract. *(See Ex. "1.")*

42) Thereafter, Plaintiff, SEAFLO executed the Seaflo-Patrick Contract *(See Ex. "1.")*

43) The offer and acceptance were supported by consideration whereby Defendant, PATRICK INDUSTRIES agreed to purchase a minimum of 500,000 units of the Seaflo Product (100,000 per year) during the 60 month term of the Seaflo-Patrick Contract and pay Plaintiff, SEAFLO for the Seaflo Product - and SEAFLO agreed to supply the Seaflo Product to PATRICK INDUSTRIES for payment.

44) Furthermore, Plaintiff, SEAFLO agreed to allow Defendant, PATRICK INDUSTRIES to operate as the exclusive distributor of the Seaflo Product for the 60 month term of the Seaflo-Patrick Contract in the United States, including in the State of Illinois, and, as a result, SEAFLO thereby relinquished its rights to sell the Seaflo Product to other manufacturers in the United States, including in the State of Illinois, during the 60 month term of the Seaflo-Patrick Contract.

45) As a result of the offer, acceptance and valid consideration, Plaintiff, SEAFLO and Defendant, PATRICK INDUSTRIES entered into a valid and enforceable contract. *(See Ex. "1.")*

46) Pursuant to the Seaflo-Patrick Contract, Plaintiff, SEAFLO and Defendant, PATRICK INDUSTRIES agreed to the following terms, among others:

a) SEAFLO agreed to appoint PATRICK INDUSTRIES as its exclusive distributor for the Seaflo Product in the United States *(see Ex. "1," at §2 - "Appointment")*;

b) The term of the Seaflo-Patrick Contract is 60 months *(see Ex. "1," at §3 - "Term")*;

c) During the 60 month term of the Seaflo-Patrick Contract, PATRICK INDUSTRIES agreed to purchase 500,000 units of the Seaflo Product at the rate of a minimum of 100,000 units of the Seaflo Product per year *(see, Ex. "1," at Attachment A - "Minimum sales to maintain Exclusivity")*;

d) PATRICK INDUSTRIES agreed to schedule, arrange and pay for pick up and shipping of the Seaflo Product from SEAFLO's warehouse in Wood Dale, Illinois *(see Ex. "1," at Attachment A - "Shipping and delivery timing," "Custody transfer and timing," and "Delivery method")*;

e) PATRICK INDUSTRIES agreed to purchase an initial order of 30,000 units of the Seaflo Product within 15-days of the date of the Seaflo-Patrick Contract;

f) PATRICK INDUSTRIES agreed to pay to SEAFLO the price of $7.78 per unit of the Seaflo Product at $5.80 for the 9776 PU SFWV2-01 1-1/2" Inlet Self Sealing Waste Valve Bodies, $0.99 for the 9777 PU SFWV2-02 1-1/2" Angled Adapter, and $0.99 for the 9778 PU SFWV2-03 1-1/2" Straight Thread/slip Joint Adapter *(see Ex. "1," at Attachment A - "Minimum Sales to Maintain Exclusivity")*;

g) The Seaflo-Patrick Contract "shall be governed by the laws of the State of Illinois without regard to the conflicts of laws principles of such state. Jurisdiction shall be proper in the state or federal courts of Illinois." *(See Ex. "1," at §22 - Governing Law and Jurisdiction.")*;

h) "Should any action be brought by either party to enforce any term or condition of [the Seaflo-Patrick Contract], the prevailing party, whether by settlement, adjudication or arbitration, shall have the right to collect reasonable attorneys' fees, expenses and costs from the non-prevailing party." *(see Ex. "1," at §21 - "Attorney's Fees")*;

i) Waiver. "The failure of either party to enforce any provision of [the Seaflo-Patrick Contract] shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance of the same or any other provision of [the Seaflo-Patrick Contract]." *(see Ex. "1," at §23 - Waiver)*;

j) Entire Agreement. "This Agreement, together with any attachments or addendums, constitute the entire agreement between Company and Distributor with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect to the subject matter contained herein. This Agreement shall not be amended, altered or changed except by written agreement signed by both parties." *(see Ex. "1," at §26 - "Entire Agreement")*.

47) The Seaflo-Patrick Contract provided Defendant, PATRICK INDUSTRIES with the right to give Plaintiff, SEAFLO written notice of termination. *(See Ex. "1," at §15 - "Termination for Breach.")*

48) Defendant, PATRICK INDUSTRIES never provided notice of termination to Plaintiff, SEAFLO or terminated the Seaflo-Patrick Contract pursuant to its terms.

49) Plaintiff, SEAFLO performed all obligations and conditions required of it pursuant to the Seaflo-Patrick Contract, including but not limited to recognizing Defendant, PATRICK INDUSTRIES was its exclusive distributor for the Seaflo Product in the United States and not selling or offering for sale any of the Seaflo Product to any other persons or entities in the United States during the 60 month term of the Seaflo-Patrick Contract.

50) At all relevant times, Plaintiff, SEAFLO had the ability to purchase, obtain and sell to Defendant, PATRICK INDUSTRIES an amount in excess of 500,000 units of the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract and/or an amount in excess of 100,000 units per year of the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract.

51) Plaintiff, SEAFLO's cost for the Seaflo Product was, at all relevant times, $3.23 for the three components of the Seaflo Product.

52) During the first year of the 60 month term of the Seaflo-Patrick Contract, Defendant, PATRICK INDUSTRIES purchased 30,000 units of the three components of the Seaflo Product from Plaintiff, SEAFLO.

53) Three years into the 60 month term of the Seaflo-Patrick Contract, Defendant, PATRICK INDUSTRIES purchased an additional 10,000 units of the SFWV2-011 Valve Bodies portion of the Seaflo Product from Plaintiff, SEAFLO.

54) Thereafter, Defendant, PATRICK INDUSTRIES failed to order any more of the Seaflo Product, despite being required pursuant to the terms of the Seaflo-Patrick Contract to purchase 500,000 units of the three components of the Seaflo Product.

55) Defendant, PATRICK INDUSTRIES's failure to purchase the remaining 460,000 units of the SFWV2-011 Valve Bodies, or the remaining 470,000 of the 9777PU Angled Adapters, or

the remaining 470,000 of the 9778PU Joint Adapters during the 60 month term of the Seaflo-Patrick Contract, was a material breach of the Seaflo-Patrick Contract.

56) As a direct and proximate result of Defendant, PATRICK INDUSTRIES's material breach of the Seaflo-Patrick Contract, Plaintiff, SEAFLO suffered damages in the form of the profit lost on the units of the Seaflo Product PATRICK INDUSTRIES was required to purchase but did not in a sum in excess of Two Million Dollars ($2,000,000.00 +).

57) Plaintiff, SEAFLO is entitled to pre judgment interest at the rate of 5% per annum for the 460,000 non purchased units of the Seaflo Product from the end of the 60 month term of the Seaflo-Patrick Contract, April 16, 2024 through the date of the entry of judgment.

WHEREFORE, Plaintiff, SEAFLO MARINE AND RV NORTH AMERICA, LLC, an Illinois Limited Liability Company, prays for the entry of judgment against Defendant, PATRICK INDUSTRIES, in an amount in excess of Two Million Dollars (+$2,000,000.00), plus pre-judgment interest at the rate of 5% per annum from the end of the 60 month term of the Seaflo-Patrick Contract, April 16, 2024 through the date of the entry of judgment and its reasonable attorneys' fees and costs of suit.

COUNT III
CLAIM FOR BREACH OF CONTRACT VS PATRICK DISTRIBUTION
Breach of "Non Competition" clause of contract and Covenant of Good Faith
in the alternative

58) Plaintiff, SEAFLO realleges and incorporates by reference each of the paragraphs of this Complaint as though fully set forth herein.

59) Pursuant to the Seaflo-Patrick Contract, Plaintiff, SEAFLO and Defendant, PATRICK DISTRIBUTION agreed to the following additional terms:

> "6. Conflict of Interest. During the term of this Agreement, *neither Distributor or any entity controlled by or under common control with Distributor* will represent or promote, design, manufacture or distribute, any lines or products that compete with

> the Product. During the term of this Agreement, Distributor shall not represent, promote or otherwise try to sell within the Territory any lines or products that, in Company's judgment, compete with the Product covered by this Agreement."

(See Ex. "1," at ¶ 6.)

60) Defendant, LB was and remains at all relevant times an Indiana corporation.

61) Defendant, LB was and remains at all relevant times a subsidiary of Defendant, PATRICK INDUSTRIES

62) Defendant, LB advertises itself as, "a wholesale distributor based out of Elkhart, Indiana serving the Recreation Vehicle and Factory Built Housing industries..." *(See LB website, attached hereto as Ex. "5").*

63) PATRICK INDUSTRIES and LB maintain many, but not all of the same officers and directors. Some of the officers and directors common to both PATRICK INDUSTRIES, and LB include, but are not limited to: Andy L. Nemeth was or continues to be the Chief Executive Officer, President and Director of PATRICK INDUSTRIES and was or continues to be the President and Director of LB; Matthew S. Filer was or continues to be the Interim Executive Vice President, Chief Financial Officer and Treasurer of PATRICK INDUSTRIES, and was or continues to be the Treasurer of LB; Joel Duthie was or continues to be the Secretary of PATRICK INDUSTRIES and was or continues to be Secretary and Director of LB *(See LB Indiana Secretary of State "Business Details," attached hereto as Ex. "6", Patrick Industries Indiana Secretary of State "Business Details," attached hereto as Ex. "7", and Patrick Industries Financial Statement list of officers and directors, attached hereto as Ex. "8").*

64) As a result of the following, Defendant, LB was and is, "an entity under common control" with Defendant, PATRICK DISTRIBUTION and Defendant, PATRICK INDUSTRIES as defined in the Seaflo-Patrick Contract. *(See Ex. "1," at ¶6).*

a) PATRICK INDUSTRIES lists LB in its Company Profile *(See, Exhibit "3")* as one of its "240 Manufacturing and Distribution Centers in the U.S."

b) PATRICK INDUSTRIES and LB maintain many, but not all of the same officers and directors. Specifically, Andy L. Nemeth was or continues to be the Chief Executive Officer, President and Director of PATRICK INDUSTRIES and was or continues to be the President and Director of LB; Matthew S. Filer was or continues to be the Interim Executive Vice President, Chief Financial Officer and Treasurer of PATRICK INDUSTRIES, and was or continues to be the Treasurer of LB; Joel Duthie was or continues to be the Secretary of PATRICK INDUSTRIES and was or continues to be Secretary and Director of LB.

c) LB is a subsidiary of PATRICK INDUSTRIES and has been since 2018, prior to the date of the Seaflo - Patrick Contract.

d) PATRICK DISTRIBUTION is an unincorporated division of PATRICK INDUSTRIES

65) At all relevant times thereafter, Defendant, PATRICK DISTRIBUTION had knowledge LB was an "entity under common control" with Defendant, PATRICK INDUSTRIES, and/or Defendant, PATRICK DISTRIBUTION and therefore an entity barred from competing with the Seaflo Product pursuant to the terms of the Seaflo-Patrick Contract.

66) Beginning as early as May, 2019, and continuing to occur during the 60 month term of the Seaflo-Patrick Contract, Defendant, LB, represented, promoted and distributed a line of products LB identified as the "Utopia Uniguard."

67) The Utopia Uniguard was advertised by Defendant, LB during the 60 month term of the Seaflo-Patrick Contract, as a "waterless, sanitary waste drain valve specifically designed to replace the standard water seal P-traps ... in recreational vehicles." *(See LB Utopia Uniguard advertisement, attached hereto as Ex. "9").*

68) The Utopia Uniguard as represented, promoted and distributed by Defendant, LB, during the 60 month term of the Seaflo-Patrick Contract, was and is a line of products in competition with and/or designed to compete with the Seaflo Product.

69) As early as May, 2019 and continuing through the 60 month term of the Seaflo-Patrick Contract, Defendant, PATRICK INDUSTRIES, and/or Defendant, PATRICK DISTRIBUTION had knowledge LB was representing, promoting and distributing a line of products that competed with the Seaflo Product specifically, the "Utopia Uniguard."

70) Defendant, PATRICK DISTRIBUTION had a contractual obligation as set forth in the Conflict of Interest clause contained in the Seaflo-Patrick Contract, that "neither Distributor or any entity controlled by or under common control with Distributor will represent or promote, design, manufacture or distribute, any lines or products that compete with the Product."

71) As a result of Defendant, PATRICK DISTRIBUTION's knowledge LB, "an entity under common control" with Defendant, PATRICK INDUSTRIES, and/or Defendant, PATRICK DISTRIBUTION was representing, promoting, designing, manufacturing or distributing lines or products that competed with the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract, Defendant, PATRICK DISTRIBUTION breached the Conflict of Interest term of The Seaflo- Patrick Contract when Defendant, LB competed with the Seaflo Product, and represented, promoted, designed, manufactured or distributed, lines or products that competed with the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract.

72) At all relevant times the Seaflo-Patrick Contract contained an implied Covenant of Good Faith and Fair Dealing.

73) Defendant, PATRICK DISTRIBUTION owed Plaintiff, SEAFLO an implied contractual duty of good faith and fair dealing with respect to the Seaflo-Patrick Contract and specifically with respect to Defendant, PATRICK DISTRIBUTION's duty not to have an entity under common control with Defendant, PATRICK DISTRIBUTION represent, promote, design,

manufacture or distribute any lines or products that competed with the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract.

74) As a result of Defendant, PATRICK DISTRIBUTION's knowledge LB, "an entity under common control" with Defendant, PATRICK INDUSTRIES, and/or Defendant, PATRICK DISTRIBUTION was representing, promoting, designing, manufacturing or distributing lines or products that competed with the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract, Defendant, PATRICK DISTRIBUTION breached the covenant of good faith and fair dealing implied in the Seaflo - Patrick Contract breached the Conflict of Interest term of The Seaflo- Patrick Contract when Defendant, LB, an entity under common control with Defendant, PATRICK DISTRIBUTION competed with the Seaflo Product, and represented, promoted, designed, manufactured or distributed, lines or products that competed with the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract.

75) As a direct and proximate result of Defendant, PATRICK DISTRIBUTION's breach of the Conflict of Interest term of the Seaflo-Patrick Contract and the breach of the covenant of good faith and fair dealing, Plaintiff, SEAFLO suffered damages in the amount of its lost profit for the 460,000 unpurchased units of the Seaflo Product Defendant, PATRICK DISTRIBUTION was required to purchase during the 60 month term of the Seaflo-Patrick Contract.

76) In the alternative and cumulative, as a direct and proximate result of Defendant, PATRICK DISTRIBUTION's breach of the Conflict of Interest term of the Seaflo-Patrick Contract and the breach of the covenant of good faith and fair dealing, Plaintiff, SEAFLO suffered damages in the amount LB, or any other "entity under common control" with Defendant, PATRICK DISTRIBUTION earned and/or profited from as a result of its representation, promotion, design, manufacturing, distribution, or sale of the Utopia Uniguard during the 60 month

term of the Seaflo-Patrick Contract and in the territory of the Seaflo-Patrick Contract in an amount in excess of $50,000.00.

WHEREFORE, Plaintiff, SEAFLO MARINE AND RV NORTH AMERICA, LLC, an Illinois Limited Liability Company, prays for the entry of judgment against Defendant, PATRICK DISTRIBUTION, in the amount of its lost profit for the 460,000 un - purchased units of the Seaflo Product Defendant, PATRICK DISTRIBUTION was required to purchase during the 60 month term of the Seaflo-Patrick Contract or in the alternative and cumulative, an amount equal to the amount Defendant, LB, or any other "entity under common control" with Defendant, PATRICK DISTRIBUTION, earned and/ or profited from as a result of its representation, promotion, design, manufacturing, distribution, or sale of the Utopia Uniguard during the 60 month term of the Seaflo-Patrick Contract and in the territory of the Seaflo-Patrick Contract in an amount in excess of $50,000.00 along with pre judgment interest on said amount and its reasonable attorneys' fees and costs of suit.

COUNT IV
CLAIM FOR BREACH OF CONTRACT VS PATRICK INDUSTRIES
Breach of "Non Competition" clause of contract and Covenant of Good Faith
in the alternative

77) Plaintiff, SEAFLO realleges and incorporates by reference each of the paragraphs of this Complaint as though fully set forth herein.

78) Pursuant to the Seaflo-Patrick Contract, Plaintiff, SEAFLO and Defendant, PATRICK INDUSTRIES agreed to the following additional terms:

> "6. Conflict of Interest. During the term of this Agreement, *neither Distributor or any entity controlled by or under common control with Distributor* will represent or promote, design, manufacture or distribute, any lines or products that compete with the Product. During the term of this Agreement, Distributor shall not represent, promote or otherwise try to sell within the Territory any lines or products that, in Company's judgment, compete with the Product covered by this Agreement"

(See Ex. "1," at ¶ 6.)

79) Defendant, LB was and remains at all relevant times an Indiana corporation.

80) Defendant, LB was and remains at all relevant times a subsidiary of Defendant, PATRICK INDUSTRIES

81) Defendant, LB advertises itself as, "a wholesale distributor based out of Elkhart, Indiana serving the Recreation Vehicle and Factory Built Housing industries..." *(<u>See</u> LB website, attached hereto as Ex. "5").*

82) PATRICK INDUSTRIES and LB maintain many, but not all of the same officers and directors. Some of the PATRICK INDUSTRIES and LB same officers and directors include, but are not limited to: Andy L. Nemeth was or continues to be the Chief Executive Officer, President and Director of PATRICK INDUSTRIES and was or continues to be the President and Director of LB; Matthew S. Filer was or continues to be the Interim Executive Vice President, Chief Financial Officer and Treasurer of PATRICK INDUSTRIES, and was or continues to be the Treasurer of LB; Joel Duthie was or continues to be the Secretary of PATRICK INDUSTRIES and was or continues to be Secretary and Director of LB *(<u>See</u> LB Indiana Secretary of State "Business Details," attached hereto as Ex. "6", Patrick Industries Indiana Secretary of State "Business Details," attached hereto as Ex. "7", and Patrick Industries Financial Statement list of officers and directors, attached hereto as Ex. "8").*

83) As a result of the following (hereinafter referred to as "The Corporate Commonality Facts") Defendant, LB was and is, "an entity under common control" with Defendant, PATRICK DISTRIBUTION and Defendant, PATRICK INDUSTRIES as defined in the Seaflo-Patrick Contract :

a) PATRICK INDUSTRIES lists LB in its Company Profile *(<u>See</u>, Exhibit "3")* as one of its "240 Manufacturing and Distribution Centers in the U.S."

b) PATRICK INDUSTRIES and LB maintain many, but not all of the same officers and directors. Specifically, Andy L. Nemeth was or continues to be the Chief

Executive Officer, President and Director of PATRICK INDUSTRIES and was or continues to be the President and Director of LB; Matthew S. Filer was or continues to be the Interim Executive Vice President, Chief Financial Officer and Treasurer of PATRICK INDUSTRIES, and was or continues to be the Treasurer of LB; Joel Duthie was or continues to be the Secretary of PATRICK INDUSTRIES and was or continues to be Secretary and Director of LB.

c) LB is a subsidiary of PATRICK INDUSTRIES and has been since 2018, prior to the date of the Seaflo-Patrick Contract.

d) PATRICK DISTRIBUTION is an unincorporated division of PATRICK INDUSTRIES

84) At all relevant times thereafter, Defendant, PATRICK INDUSTRIES had knowledge LB was an "entity under common control" with Defendant, PATRICK INDUSTRIES, and/or Defendant, PATRICK DISTRIBUTION and therefore an entity barred from competing with the Seaflo Product pursuant to the terms of the Seaflo-Patrick Contract.

85) Beginning as early as May, 2019, and continuing to occur during the 60 month term of the Seaflo-Patrick Contract, Defendant, LB, represented, promoted and distributed a line of products LB identified as the "Utopia Uniguard."

86) The Utopia Uniguard was advertised by Defendant, LB during the 60 month term of the Seaflo-Patrick Contract, as a "waterless, sanitary waste drain valve specifically designed to replace the standard water seal P-traps ... in recreational vehicles." *(See LB Utopia Uniguard advertisement, attached hereto as Ex. "9".)*

87) The Utopia Uniguard as represented, promoted and distributed by Defendant, LB, during the 60 month term of the Seaflo-Patrick Contract, was and is a line of products in competition with and/or designed to compete with the Seaflo Product.

88) As early as May, 2019 and continuing through the 60 month term of the Seaflo-Patrick Contract, Defendant, PATRICK INDUSTRIES, had knowledge LB was representing, promoting

and distributing a line of products that competed with the Seaflo Product specifically, the "Utopia Uniguard."

89) Defendant, PATRICK INDUSTRIES had a contractual obligation and duty as set forth in the Conflict of Interest clause contained in the Seaflo-Patrick Contract, that "neither Distributor or any entity controlled by or under common control with Distributor will represent or promote, design, manufacture or distribute, any lines or products that compete with the Product."

90) As a result of Defendant, PATRICK INDUSTRIES's knowledge LB, "an entity under common control" with Defendant, PATRICK INDUSTRIES, was representing, promoting, designing, manufacturing or distributing lines or products that competed with the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract, Defendant, PATRICK INDUSTRIES breached the Conflict of Interest term of The Seaflo- Patrick Contract when Defendant, LB competed with the Seaflo Product, and represented, promoted, designed, manufactured or distributed, lines or products that competed with the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract.

91) At all relevant times the Seaflo-Patrick Contract contained an implied Covenant of Good Faith and Fair Dealing.

92) Defendant, PATRICK INDUSTRIES owed Plaintiff, SEAFLO an implied contractual obligation and duty of good faith and fair dealing with respect to the Seaflo-Patrick Contract and specifically with respect to Defendant, PATRICK INDUSTRIES's duty not to have an entity under common control with Defendant, PATRICK INDUSTRIES represent, promote, design, manufacture or distribute any lines or products that competed with the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract.

93) As a result of Defendant, PATRICK INDUSTRIES's knowledge LB, "an entity under common control" with Defendant, PATRICK INDUSTRIES, was representing, promoting, designing, manufacturing or distributing lines or products that competed with the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract, Defendant, PATRICK INDUSTRIES breached the covenant of good faith and fair dealing implied in the Seaflo - Patrick Contract breached the Conflict of Interest term of The Seaflo- Patrick Contract when Defendant, LB, an entity under common control with Defendant, PATRICK INDUSTRIES competed with the Seaflo Product, and represented, promoted, designed, manufactured or distributed, lines or products that competed with the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract.

94) As a direct and proximate result of Defendant, PATRICK INDUSTRIES's breach of the Conflict of Interest term of the Seaflo-Patrick Contract and the breach of the covenant of good faith and fair dealing, Plaintiff, SEAFLO suffered damages in the amount of its lost profit for the 460,000 unpurchased units of the Seaflo Product Defendant, PATRICK INDUSTRIES was required to purchase during the 60 month term of the Seaflo-Patrick Contract.

95) In the alternative and cumulative, as a direct and proximate result of Defendant, PATRICK INDUSTRIES's breach of the Conflict of Interest term of the Seaflo-Patrick Contract and the breach of the covenant of good faith and fair dealing, Plaintiff, SEAFLO suffered damages in the amount LB, or any other "entity under common control" with Defendant, PATRICK INDUSTRIES earned and/or profited from as a result of its representation, promotion, design, manufacturing, distribution, or sale of the Utopia Uniguard during the 60 month term of the Seaflo-Patrick Contract and in the territory of the Seaflo-Patrick Contract in an amount in excess of $50,000.00.

WHEREFORE, Plaintiff, SEAFLO MARINE AND RV NORTH AMERICA, LLC, an Illinois Limited Liability Company, prays for the entry of judgment against Defendant, PATRICK INDUSTRIES in the amount of its lost profit for the 460,000 un - purchased units of the Seaflo Product Defendant, PATRICK INDUSTRIES was required to purchase during the 60 month term of the Seaflo-Patrick Contract or in the alternative and cumulative, an amount equal to the amount Defendant, LB, or any other "entity under common control" with Defendant, PATRICK INDUSTRIES, earned and/ or profited from as a result of its representation, promotion, design, manufacturing, distribution, or sale of the Utopia Uniguard during the 60 month term of the Seaflo-Patrick Contract and in the territory of the Seaflo-Patrick Contract in an amount in excess of $50,000.00 along with pre judgment interest on said amount and its reasonable attorneys' fees and costs of suit.

COUNT V
CLAIM FOR INTENTIONAL TORTIOUS INTERFERENCE WITH CONTRACT
VS LASALLE BRISTOL CORPORATION
in the alternative

96) Plaintiff, SEAFLO realleges and incorporates by reference each of the paragraphs of this Complaint as though fully set forth herein.

97) Beginning as early as May, 2019, and continuing to occur during the 60 month term of the Seaflo-Patrick Contract, Defendant, LB, represented, promoted and distributed a line of products LB identified as the "Utopia Uniguard."

98) The Utopia Uniguard was advertised by Defendant, LB during the 60 month term of the Seaflo-Patrick Contract, as a "waterless, sanitary waste drain valve specifically designed to replace the standard water seal P-traps ... in recreational vehicles." *(See LB Utopia Uniguard advertisement, attached hereto as Ex. "9".)*

99) The Utopia Uniguard as represented, promoted and distributed by Defendant, LB, during the 60 month term of the Seaflo-Patrick Contract, was and is a line of products in competition with and/or designed to compete with the Seaflo Product.

100) At all relevant times, Defendant, LB was aware its representation, promotion, design, manufacture and/or distribution of the Utopia Uniguard was in competition with the Seaflo Product *(See, Exhibit 9 "The Competition" is the Seaflo Product").*

101) At all relevant times, Defendant, LB intended its representation, promotion, design, manufacture and/ or distribution of the Utopia Uniguard be in competition with the Seaflo Product.

102) As a result of PATRICK INDUSTRIES and LB having some but not all of the same officers and directors and as a result of LB being a subsidiary of PATRICK INDUSTRIES, at all relevant times, LB was aware of the existence and terms of the Seaflo-Patrick Contract including but not limited to:

> a) Defendant, PATRICK INDUSTRIES, and/or PATRICK DISTRIBUTION'S contractual obligation to purchase 500,000 units of the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract;
>
> b) the price Plaintiff SEAFLO was selling the Seaflo Product to PATRICK INDUSTRIES, and/or PATRICK DISTRIBUTION;
>
> c) Plaintiff, SEAFLO's granting to Defendant, PATRICK INDUSTRIES, and/or PATRICK DISTRIBUTION exclusive rights to distribute the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract; and,
>
> d) the "Conflict of Interest" term (¶ 6) of the Seaflo-Patrick Contract that barred entities under common control with Defendant, PATRICK INDUSTRIES, and/or PATRICK DISTRIBUTION from competing with the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract.

103) At all relevant times, LB operated, advertised themselves, and held themselves out to the public as separate corporations by the following acts:

> a) PATRICK INDUSTRIES'S list of "Subsidiaries to the Registrant" lists LB as a separate Indiana corporation *See, Exhibit "3";*

b) In LB's "Who We Are" LB lists and provides separate and different facebook, instagram, linked in and youtube channel ID's than PATRICK INDUSTRIES *See, Exhibit "5";*

c) In LB's "Who We Are," LB lists itself as a "wholesale distributor ..." *See Exhibit "5";*

d) The Indiana Secretary of State lists PATRICK INDUSTRIES as a "Domestic for Profit Corporation" with "Business ID as 194321-004" *See Exhibit "6";*

e) The Indiana Secretary of State lists LB as a "Domestic for Profit Corporation" with "Business ID as 198101-232" *See Exhibit "7";*

f) LB advertisements contain the moniker "LaSalle Bristol"

g) LB's web address is "www.lasallebristol.com" *See Exhibit "9"*.

h) PATRICK INDUSTRIES's web address is "www.patrickind.com."

104) Despite LB holding itself out to the public as a separate corporation from Defendant, PATRICK INDUSTRIES, Defendant, LB, at all relevant times:

a) operated as a subsidiary of PATRICK INDUSTRIES,;

b) maintained many of the same officers and directors as PATRICK INDUSTRIES;

c) was under the common control of Defendant, PATRICK INDUSTRIES

105) At all relevant times, Defendant, LB was aware of the price Defendant, PATRICK INDUSTRIES, was going to be selling the Seaflo Product.

106) At all relevant times, Defendant, LB intended its representation, promotion, design, manufacture and/or distribution of the Utopia Uniguard was to sell the Utopia Uniguard to the public and/or manufacturers at a sales price less than the price PATRICK INDUSTRIES was going to and/or intending to sell the Seaflo Product to third parties from PATRICK INDUSTRIES's purchases of the Seaflo Product from Plaintiff, SEAFLO pursuant to the Seaflo-Patrick Contract.

107) At all relevant times, and specifically by June, 2019, Defendant, PATRICK INDUSTRIES, was aware of the price Defendant, LB was selling or was going to be selling The

Utopia Uniguard for and that "LB price" was less than the price Defendant, PATRICK INDUSTRIES was selling or going to sell the Seaflo Product.

108) As a result of PATRICK INDUSTRIES's knowledge Defendant, LB was selling or was going to sell The Utopia Uniguard for a price less than the price Defendant, PATRICK INDUSTRIES, was selling or going to sell the Seaflo Product, Defendant, PATRICK INDUSTRIES, stopped its purchases of the Seaflo Product, thus breaching the Seaflo-Patrick Contract.

109) At all relevant times, Defendant, LB was aware its representation, promotion, design, manufacture and/or distribution of the Utopia Uniguard was a violation of the Conflict of Interest term (¶ 6) of the Seaflo-Patrick Contract.

110) At all relevant times, despite Defendant, LB's knowledge it was barred from representing, promoting, designing, manufacturing and/or distributing the Utopia Uniguard pursuant to the terms of The Seaflo - Agreement Defendant, LB began to and continued to represent, promote, design, manufacture and/or distribute the Utopia Uniguard.

111) At all relevant times, by Defendant, LB advertising and selling the Utopia Uniguard at a price lower than the price Defendant, PATRICK INDUSTRIES was selling or was going to sell the Seaflo Product to third parties after PATRICK INDUSTRIES, purchased the Seaflo Product from Plaintiff, SEAFLO, LB intended to and did induce Defendant, PATRICK INDUSTRIES, to breach their contract with Plaintiff, SEAFLO by having Defendant, PATRICK INDUSTRIES, fail to purchase 460,000 of the 500,000 units of the Seaflo Product it was required to purchase pursuant to the terms of the Seaflo-Patrick Contract.

112) As a proximate cause of Defendant, LB's intentional inducement to Defendant, PATRICK INDUSTRIES, to breach the Seaflo-Patrick Contract, Defendant, PATRICK

INDUSTRIES, did breach the Seaflo-Patrick Contract by refusing to purchase 460,000 of the 500,000 units of the Seaflo Product, Defendant, PATRICK INDUSTRIES, was required to purchase pursuant to the terms of the Seaflo-Patrick Contract.

113) At all relevant times, Defendant, LB intended its representation, promotion, design, manufacture and/ or distribution of the Utopia Uniguard was to increase its own corporate profits and those sales did increase Defendant, LB'S own profits.

114) As a result of Defendant, LB's knowledge it was barred from representing, promoting, designing, manufacturing and/or distributing the Utopia Uniguard pursuant to the terms of The Seaflo - Agreement and its continuing to represent, promote, design, manufacture and/or distribute the Utopia Uniguard during the 60 month term of the Seaflo-Patrick Contract, that representation, promotion, design, manufacture and/or distribution was wrongful, unjustified and non privileged.

115) The actions by Defendant, LB as set forth herein, amount to intentional interference with Plaintiff, SEAFLO's contractual rights pursuant to the Seaflo-Patrick Contract.

116) As a direct and proximate result of Defendant, LB's intentional interference with contractual rights, Plaintiff, SEAFLO suffered damages in the form of the loss of profit it would have earned from PATRICK INDUSTRIES and/or PATRICK DISTRIBUTION purchasing the required additional 460,000 units of the Seaflo Product from Plaintiff, SEAFLO, during the 60 month term of the Seaflo-Patrick Contract that PATRICK INDUSTRIES and/or PATRICK DISTRIBUTION did not purchase.

117) During the 60 month term of the Seaflo-Patrick Contract, Defendant, LB sold nearly 1,100,000 of its Utopia Uniguard that resulted in approximately $7,900,000.00 in profits for LB.

118) As a result of the intentional, wrongful and unjustified acts of Defendant, LB, coupled with the amount Defendant, LB made in profits by its intentional, unjustified and wrongful acts, Plaintiff, SEAFLO is entitled to punitive damages.

WHEREFORE, Plaintiff, SEAFLO MARINE AND RV NORTH AMERICA, LLC, an Illinois Limited Liability Company, prays for the entry of judgment against Defendant, LASALLE BRISTOL CORPORATION in an amount equal to the amount of profit Plaintiff, Seaflo lost for the 460,000 units of the Seaflo Product, PATRICK INDUSTRIES did not purchase pursuant to the 60 month term of the Seaflo-Patrick Contract plus pre judgment interest at the rate of 5% per annum, its reasonable attorneys' fees, costs of suit and punitive damages to be determined by the trier of fact.

COUNT VI
CLAIM FOR INTENTIONAL TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE VS LASALLE BRISTOL CORPORATION
in the alternative

119) Plaintiff, SEAFLO realleges and incorporates by reference each of the paragraphs of this Complaint as though fully set forth herein.

120) As a result of the Seaflo-Patrick Contract, and Defendant, PATRICK INDUSTRIES's obligation to purchase 500,000 units of the Seaflo Product from Plaintiff, SEAFLO during the 60 month term of the Seaflo-Patrick Contract, Plaintiff SEAFLO had a reasonable expectation of economic advantage in the form of receiving payment and making a profit as a result of and from its sale of the Seaflo Product to Defendant, PATRICK INDUSTRIES

121) As a result of LB's awareness of the existence and terms of the Seaflo-Patrick Contract, Defendant, LB was aware that Plaintiff SEAFLO had a reasonable expectation of economic advantage in the form of receiving payment and making a profit as a result of and for its sale of the Seaflo Product to Defendant, PATRICK INDUSTRIES

122) At all relevant times, Defendant, LB intended its competition and sale of the Utopia Uniguard was to interfere with Plaintiff, SEAFLO's reasonable expectation of economic advantage in the form of receiving payment and earning a profit as a result of and from Plaintiff, SEAFLO's sale of the Seaflo Product to Defendant, PATRICK INDUSTRIES

123) Defendant, LB, by competing with the Seaflo Product acted in an intentional, purposeful, unjustified and non privileged manner to defeat Plaintiff, SEAFLO's legitimate and reasonable economic, expectation of economic advantage.

124) The actions by Defendant, LB as set forth herein, amount to intentional interference with Plaintiff, SEAFLO's reasonable expectation of economic advantage pursuant to the Seaflo-Patrick Contract.

125) At all relevant times, Defendant, LB intended its representation, promotion, design, manufacture and/ or distribution of the Utopia Uniguard was to increase its own corporate profits and those sales did increase Defendant, LB'S own profits.

126) As a direct and proximate result of Defendant, LB's intentional interference with Plaintiff, SEAFLO's reasonable expectation of economic advantage, Defendant, PATRICK INDUSTRIES, breached the Seaflo-Patrick Contract by failing to purchase 460,000 of the 500,000 units of the Seaflo Product, Defendant, PATRICK INDUSTRIES, was required to purchase.

127) As a direct and proximate result of Defendant, LB's intentional interference with Plaintiff, SEAFLO's reasonable expectation of economic advantage, Plaintiff, SEAFLO suffered damages in the form of the loss of profit it would have earned from Defendant, PATRICK INDUSTRIES and/ or Defendant, PATRICK DISTRIBUTION purchasing the required additional 460,000 units of the Seaflo Product from Plaintiff, SEAFLO, during the 60 month term of the

Seaflo-Patrick Contract that Defendant, PATRICK INDUSTRIES and/ or Defendant, PATRICK DISTRIBUTION did not purchase.

128) During the 60 month term of the Seaflo-Patrick Contract, Defendant, LB sold over 1,100,000 of its Utopia Uniguard that resulted in approximately $7,900,000.00 in profits for LB.

129) As a result of the intentional and wrongful acts of Defendant, LB, coupled with the amount Defendant, LB made in profits by its intentional and wrongful acts, Plaintiff, SEAFLO is entitled to punitive damages.

WHEREFORE, Plaintiff, SEAFLO MARINE AND RV NORTH AMERICA, LLC, an Illinois Limited Liability Company, prays for the entry of judgment against Defendant, LASALLE BRISTOL CORPORATION in an amount equal to the amount of profit Plaintiff, Seaflo lost for the 460,000 units of the Seaflo Product, PATRICK INDUSTRIES did not purchase pursuant to the 60 month term of the Seaflo-Patrick Contract plus pre judgment interest at the rate of 5% per annum, its reasonable attorneys' fees, costs of suit and punitive damages to be determined by the trier of fact.

COUNT VII
UNJUST ENRICHMENT VS LASALLE BRISTOL CORPORATION
in the alternative

130) Plaintiff, SEAFLO realleges and incorporates by reference each of the paragraphs of this Complaint as though fully set forth herein.

131) As a result of the following, Defendant, LB earned profits from its sale of the Utopia Uniguard:

a) Defendant, LB's intentional actions in competing with the Seaflo Product with its knowledge such competition was in violation of the terms of the Seaflo-Patrick Contract by its representation, promotion, design, manufacture and/ or distribution of the Utopia Uniguard, Defendant;

b) Defendant, LB's intentional interference with contract as alleged in Count V; and

c) Defendant, LB's intentional interference with Plaintiff, SEAFLO's prospective economic advantage as alleged in Count VI.

132) The sales and profits Defendant, LB earned were retained to Plaintiff, SEAFLO's detriment as any sales and profits LB earned were earned *in lieu* of the sales and profits Plaintiff, SEAFLO would have earned, absent Defendant, LB's improper, intentional and unlawful. competing with the Seaflo Product during the 60 month term of the Seaflo-Patrick Agreement.

133) As a result of the foregoing, Defendant, LB earned profits solely as a result of its improper activities and unlawful competing it should not and would not have earned absent its improper, intentional and unlawful conduct.

134) The retention of the benefits of Defendant, LB's sales and profits violates the fundamental principles of justice, equity, and good conscience because those sales and profits were earned due to Defendant, LB's knowledge its Utopia Uniguard was competing with the Seaflo Product and that such competition was barred by the terms of the Seaflo-Patrick Contract, was barred by the facts alleged hereinbefore pursuant to the doctrine of Tortious Interference with Contract and were barred by the facts alleged hereinbefore pursuant to the doctrine of Tortious Interference with Prospective Economic Advantage.

135) As a direct and proximate result of LB's improper, intentional and unlawful actions as aforesaid, LB was unjustly enriched in an amount in excess of $50,000.00.

136) As a direct and proximate result of Defendant, LB's competing with the Seaflo Product, its knowledge such competition was barred by the terms of the Seaflo-Patrick Contract, Defendant, LB being barred by the doctrine of Tortious Interference with Contract from such competition, and Defendant, LB being barred by the doctrine of Tortious Interference with Prospective Economic Advantage from such competition, Plaintiff, SEAFLO suffered damages in the form of the loss of profit it would have earned absent Defendant, LB's wrongful conduct.

137) As a direct and proximate result of Defendant, LB's competing with the Seaflo Product and its knowledge such competition was barred by the terms of the Seaflo - Patrick Contract, Defendant, LB being barred by the doctrine of Tortious Interference with Contract from such competition, and Defendant, LB being barred by the doctrine of Tortious Interference with Prospective Economic Advantage from such competition, Defendant, LB improperly earned profits on its sale of its Utopia Uniguard it was not entitled to in an amount in excess of $50,000.00.

WHEREFORE, Plaintiff, SEAFLO MARINE AND RV NORTH AMERICA, LLC, an Illinois Limited Liability Company, prays for the entry of judgment against Defendant, LASALLE BRISTOL CORPORATION in an amount equal to the amount Defendant, LB, earned as a result of the sale of the Utopia Uniguard during the 60 month term and in the territory of the Seaflo-Patrick Contract, plus pre-judgment interest at the rate of 5% per annum and its reasonable attorneys' fees and costs of suit.

COUNT VIII
FRAUD VS PATRICK INDUSTRIES
in the alternative

138) Plaintiff, SEAFLO realleges and incorporates by reference each of the paragraphs of this Complaint as though fully set forth herein.

139) Pursuant to the Seaflo-Patrick Contract, Plaintiff, SEAFLO and Defendant, PATRICK INDUSTRIES agreed to the following additional terms:

> "6. Conflict of Interest. During the term of this Agreement, *neither Distributor or any entity controlled by or under common control with Distributor* will represent or promote, design, manufacture or distribute, any lines or products that compete with the Product. During the term of this Agreement, Distributor shall not represent, promote or otherwise try to sell within the Territory any lines or products that, in Company's judgment, compete with the Product covered by this Agreement"

(See Ex. "1," at ¶ 6).

140) Prior to the date Plaintiff, SEAFLO and Defendant, PATRICK INDUSTRIES, entered into the Seaflo-Patrick Contract and continuing thereafter, LB was a wholly owned subsidiary of Defendant, PATRICK INDUSTRIES

141) As a result of the following. Defendant, LB was and is, “an entity under common control” with Defendant, PATRICK INDUSTRIES and/or Defendant, PATRICK DISTRIBUTION as defined in the Seaflo-Patrick Contract :

a) PATRICK INDUSTRIES lists LB in its Company Profile *(See, Exhibit “3”)* as one of its “240 Manufacturing and Distribution Centers in the U.S.”

b) PATRICK INDUSTRIES and LB maintain many, but not all of the same officers and directors. Some, but not all of the same officers and directors include, Andy L. Nemeth was or continues to be the Chief Executive Officer, President and Director of PATRICK INDUSTRIES and was or continues to be the President and Director of LB; Matthew S. Filer was or continues to be the Interim Executive Vice President, Chief Financial Officer and Treasurer of PATRICK INDUSTRIES, and was or continues to be the Treasurer of LB; Joel Duthie was or continues to be the Secretary of PATRICK INDUSTRIES and was or continues to be Secretary and Director of LB.

c) LB is a wholly owned subsidiary of PATRICK INDUSTRIES and has been since 2018, prior to the date of the Seaflo-Patrick Contract.

d) PATRICK DISTRIBUTION is an unincorporated division of PATRICK INDUSTRIES

142) As a wholly owned subsidiary of PATRICK INDUSTRIES, at all relevant times, PATRICK INDUSTRIES, was aware of, controlled, authorized, directed and supervised the actions and operations of LB.

143) As a wholly owned subsidiary of PATRICK INDUSTRIES, LB acted and operated in the interests of its parent, Defendant PATRICK INDUSTRIES

144) The profits LB earned as a result of its sale of the Utopia Uniguard became the profits of Defendant, PATRICK INDUSTRIES

145) Prior to the date Plaintiff, SEAFLO and Defendant, PATRICK INDUSTRIES, entered into the Seaflo-Patrick Contract Defendant, PATRICK INDUSTRIES had knowledge LB was an entity under common control of Defendant, PATRICK INDUSTRIES pursuant to the terms of the Seaflo-Patrick Contract and therefore an entity barred from competing with the Seaflo Product.

146) Prior to the date Plaintiff, SEAFLO and Defendant, PATRICK INDUSTRIES, entered into the Seaflo-Patrick Contract Defendant, LB was and had been in the process of designing, manufacturing and developing a product identified as The Utopia Uniguard for at least several months.

147) Prior to the date Plaintiff, SEAFLO and Defendant, PATRICK INDUSTRIES, entered into the Seaflo-Patrick Contract Defendant, PATRICK INDUSTRIES was aware LB had been in the process of designing, manufacturing and developing The Utopia Uniguard for at least several months.

148) On or prior to February, 2019, LB applied for a “Product Certification” of its Utopia Uniguard through ES Evaluation Services.

149) Prior to the date Plaintiff, SEAFLO and Defendant, PATRICK INDUSTRIES, entered into the Seaflo-Patrick Contract Defendant, PATRICK INDUSTRIES was aware LB had applied for a “Product Certification” of its Utopia Uniguard through ES Evaluation Services.

150) On April 9, 2019, prior to the date Plaintiff, SEAFLO and Defendant, PATRICK INDUSTRIES, entered into the Seaflo-Patrick Contract, ES- Evaluation Services issued its “ICC-ES PMG Product Certificate” for the Utopia Uniguard (A copy of the ES -Evaluation Services Certificate is attached hereto as *Exhibit “10”*).

151) Prior to the date Plaintiff, SEAFLO and Defendant, PATRICK INDUSTRIES, entered into the Seaflo-Patrick Contract Defendant, PATRICK INDUSTRIES was aware ES-Evaluation Services issued its "ICC-ES PMG Product Certificate" for the Utopia Uniguard.

152) At all relevant times, the purpose of LB developing its design and manufacturing The Utopia Uniguard was to sell The Utopia Uniguard to RV manufacturers.

153) The RV manufacturers who were prospective purchasers of The Utopia Uniguard were also prospective and potential purchasers and customers of the Seaflo Product.

154) Beginning as early as May, 2019, and continuing to occur during the 60 month term of the Seaflo-Patrick Contract, Defendant, LB, distributed and sold The Utopia Uniguard to purchasers in the United States.

155) The Utopia Uniguard was advertised by Defendant, LB during the 60 month term of the Seaflo-Patrick Contract, as a "waterless, sanitary waste drain valve specifically designed to replace the standard water seal P-traps ... in recreational vehicles." *(See LB Utopia Uniguard advertisement, attached hereto as Ex. "9".)*

156) The Utopia Uniguard as represented, promoted and distributed by Defendant, LB in the United States during the 60 month term of the Seaflo-Patrick Contract, was and is a line of products in competition with and/or designed to compete with the Seaflo Product.

157) At the time PATRICK INDUSTRIES, executed the Seaflo-Patrick Contract, PATRICK INDUSTRIES, was aware of and had knowledge The Utopia Uniguard was a product that competed with the Seaflo Product.

158) At the time PATRICK INDUSTRIES, executed the Seaflo-Patrick Contract, PATRICK INDUSTRIES, was aware of and had knowledge LB was barred, pursuant to the terms

of the Seaflo-Patrick Contract from selling The Utopia Uniguard in the United States during the 60 month term of the Seaflo-Patrick Contract.

159) At and prior to the date PATRICK INDUSTRIES, executed the Seaflo-Patrick Contract, PATRICK INDUSTRIES had knowledge LB was planning to be selling The Utopia Uniguard in the United States during the 60 month term of the Seaflo-Patrick Contract.

160) At and prior to the date PATRICK INDUSTRIES, executed the Seaflo-Patrick Contract, PATRICK INDUSTRIES Defendant, PATRICK INDUSTRIES, by entering into the Seaflo-Patrick Contract intended to limit and thus prohibit Plaintiff, SEAFLO from competing with LB in its sale of The Utopia Uniguard in the United States during the 60 month term of the Seaflo-Patrick Contract.

161) After entering into the Seaflo-Patrick Contract, Defendant, PATRICK INDUSTRIES, with knowledge LB was selling The Utopia Uniguard, only purchased 40,000 of the 500,000 units of the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract.

162) By the following actions, Defendant, PATRICK INDUSTRIES committed promissory fraud against Plaintiff, SEAFLO at the date and time it entered into the Seaflo-Patrick Contract :

a) Intending and authorizing PATRICK DISTRIBUTION, a company PATRICK INDUSTRIES, controlled and that had no independent legal status be the identified contracting party in the Seaflo-Patrick Contract;

b) Having knowledge and intending, at the time of entering into the Seaflo-Patrick Contract that LB, its wholly owned subsidiary had designed, manufactured and was planning to sell The Utopia Uniguard;

c) Having knowledge at the time of entering into the Seaflo-Patrick Contract that The Utopia Uniguard was a product that competed and was designed to compete with the Seaflo Product;

d) Having knowledge at the time of entering into the Seaflo-Patrick Contract that LB, its wholly owned subsidiary was barred from competing with the Seaflo Product;

e) Having knowledge and intending, at the time of entering into the Seaflo-Patrick Contract that LB, its wholly owned subsidiary was planning to represent, promote, design, manufacture, distribute and sell The Utopia Uniguard;

f) Having knowledge and intending that LB, by competing with, representing promoting, designing, manufacturing, distributing and selling The Utopia Uniguard was a material breach of the Seaflo-Patrick Contract;

g) Having knowledge, at the time of entering into the Seaflo-Patrick Contract that LB, its wholly owned subsidiary had obtained product certification of The Utopia Uniguard;

h) Having knowledge and intending, by entering into the Seaflo-Patrick Contract that Plaintiff, SEAFLO was barred from competing with LB in its sales of The Utopia Uniguard in the United States for the term of the Seaflo-Patrick Contract;

i) Having knowledge and intending by entering into the Seaflo-Patrick Contract to limit and prevent Plaintiff, SEAFLO from competing with the Utopia Uniguard in the United States during the 60 month term of the Seaflo-Patrick Contract;

j) Having knowledge of the price it was able to purchase the Seaflo Product from Plaintiff, SEAFLO so it could have LB sell The Utopia Uniguard to RV manufacturers at a lower price; and

k) Intending to attempt to hide its sales of The Utopia Uniguard by having LB, its wholly owned subsidiary and an entity different than, PATRICK DISTRIBUTION, the entity that was the signatory to the Seaflo-Patrick Contract, while both were under common control of PATRICK INDUSTRIES, represent, promote, design, manufacture, distribute and sell The Utopia Uniguard in violation of the 60 month term of the Seaflo-Patrick Contract;

l) Intending to breach its duty of good faith and fair dealing.

163) The actions of Defendant, PATRICK INDUSTRIES, as aforesaid amounted to a scheme to defraud Plaintiff, SEAFLO.

164) LB continued to represent, promote, design, manufacture, distribute and sell The Utopia Uniguard during the entire 60 month term of the Seaflo-Patrick Contract.

165) By having LB continue to represent, promote, design, manufacture, distribute and sell The Utopia Uniguard during the entire 60 month term of the Seaflo-Patrick Contract. PATRICK INDUSTRIES continued with its scheme to defraud Plaintiff, SEAFLO for the entire 60 month term of the Seaflo-Patrick Contract.

166) The actions of PATRICK INDUSTRIES, as aforesaid were designed and intended to limit competition for the LB Utopia Uniguard and to increase LB's and thus PATRICK INDUSTRIES's profits in violation of PATRICK INDUSTRIES's contractual duties, including its duty of good faith and fair dealing.

167) As a direct and proximate result of the fraud and fraudulent scheme perpetrated by PATRICK INDUSTRIES, as aforesaid, Plaintiff, SEAFLO, was damaged in its lost sales of the Seaflo Product to Defendant, PATRICK INDUSTRIES, and was further damaged by being barred from sales of the Seaflo Product in the United States to prospective customers during the 60 month term of the Seaflo-Patrick Contract.

168) As a direct and proximate result of the fraud and fraudulent scheme perpetrated by PATRICK INDUSTRIES, as aforesaid, Defendant, PATRICK INDUSTRIES, obtained profits of over $7,900,000 for its sales of The Utopia Uniguard by its wholly owned subsidiary, LB during the 60 month term of the Seaflo-Patrick Contract.

169) Allowing PATRICK INDUSTRIES, to retain the benefits of its fraud and fraudulent scheme violates the fundamental principles of justice, equity, and good conscience

WHEREFORE, Plaintiff, SEAFLO MARINE AND RV NORTH AMERICA, LLC, an Illinois Limited Liability Company, prays for the entry of judgment against Defendant, PATRICK INDUSTRIES, an Indiana corporation in the amount of its lost profit for the 460,000 un - purchased units of the Seaflo Product Defendant, PATRICK INDUSTRIES was required to purchase during the 60 month term of the Seaflo-Patrick Contract or in the alternative and cumulative, an amount equal to the amount Defendant, LB, or any other "entity under common control" with Defendant, PATRICK INDUSTRIES earned and/ or profited from as a result of its representation, promotion, design, manufacturing, distribution, or sale of the Utopia Uniguard during the 60 month term of the Seaflo-Patrick Contract and in the territory of the Seaflo-Patrick Contract in an amount in excess of $50,000.00 along with pre judgment interest on said amount, its reasonable attorneys' fees and costs of suit and punitive damages.

COUNT IX
FRAUDULENT CONCEALMENT VS PATRICK INDUSTRIES

170) SEAFLO realleges and incorporates by reference each of the paragraphs of this Complaint as though fully set forth herein.

171) PATRICK INDUSTRIES's concealment was the mechanism by which PATRICK INDUSTRIES preserved the appearance of an exclusive distributorship while diverting to PATRICK INDUSTRIES's affiliate LB the business that was supposed to go to SEAFLO.

172) Pursuant to the Seaflo-Patrick Contract, SEAFLO and PATRICK INDUSTRIES agreed to the following additional term: "12(f). Distributor shall inform the Company of new product developments that are competitive with the Product and other market information and competitive information as discovered from time to time." Section 12(f) of the Seaflo-Patrick Contract, together with the Conflict of Interest term of the Seaflo-Patrick Contract, imposed upon PATRICK INDUSTRIES a continuing contractual duty to disclose to SEAFLO any new product developments competitive with the Seaflo Product, including product developments by any entity controlled by or under common control with PATRICK INDUSTRIES, such as LB.

173) Section 4 of the Seaflo-Patrick Contract, titled "General Duties," expressly obligated the Distributor to "use its best efforts to promote the Product and maximize the sale of the Product in the Territory" and provided that the Distributor's "task is to solicit orders from all potential customers in the Territory." Section 12(c) obligated PATRICK INDUSTRIES to "vigorously promote the sale of and stimulate demand for the Product."

174) PATRICK INDUSTRIES violated these obligations. At and prior to entering into the Seaflo-Patrick Contract, and continuing at all times throughout the 60 month term of the Seaflo-Patrick Contract, PATRICK INDUSTRIES concealed from and failed to disclose to SEAFLO the following material facts:

a) PATRICK INDUSTRIES acquired LB in December 2018, following extensive diligence. LB had been designing, developing and manufacturing the Utopia Uniguard, a product that competed with and was designed to compete with the Seaflo Product, for at least several months prior to April 16, 2019;

b) On or prior to February, 2019, LB applied for a "Product Certification" of its Utopia Uniguard through ES Evaluation Services;

c) On April 9, 2019, one week before the execution of the Seaflo-Patrick Contract, ES Evaluation Services issued its "ICC-ES PMG Product Certificate" for the Utopia Uniguard *(<u>See</u> Ex. "10")*;

d) LB was planning to, and beginning as early as May, 2019 did, represent, promote, distribute and sell the Utopia Uniguard in the United States in competition with the Seaflo Product;

e) PATRICK INDUSTRIES internally coordinated, communicated, and or agreed with its subsidiary LB regarding the marketing, sales efforts and pricing of the Utopia Uniguard and/or the Seaflo Product in a way that did not maximize sales of the Seaflo Product;

f) PATRICK INDUSTRIES internally communicated, coordinated, and/or agreed with its subsidiary LB to maintain the appearance of an exclusive distribution relationship with SEAFLO so that SEAFLO would not seek an alternative distributor for the Seaflo Product;

g) PATRICK INDUSTRIES communicated with SEAFLO in a manner that gave the misleading impression that PATRICK INDUSTRIES was undertaking its obligation to use "best efforts" to sell the Seaflo Product when in fact it was not—including, but not limited to, because PATRICK INDUSTRIES was protecting, promoting, encouraging, or assisting sales of the competing product by its subsidiary LB; and

h) PATRICK INDUSTRIES communicated with SEAFLO in a manner that gave the misleading impression that PATRICK INDUSTRIES viewed SEAFLO as a valuable business partner and that PATRICK INDUSTRIES sought to expand its business relationship with SEAFLO, when in fact PATRICK INDUSTRIES was seeking to discourage SEAFLO from terminating the exclusive distributor agreement and seeking a different distributor.

175) Certain internal communications by PATRICK INDUSTRIES and its affiliates—which communications SEAFLO only recently learned about—provide evidence of PATRICK INDUSTRIES's fraudulent concealment. These communications confirm that while PATRICK INDUSTRIES's communications with SEAFLO created a false and misleading impression that PATRICK INDUSTRIES was treating LB's competition as an external market threat and that PATRICK INDUSTRIES would undertake its best efforts to sell the Seaflo Product and to inform SEAFLO of competitive developments, PATRICK INDUSTRIES did not do so.

176) On or about October 13, 2020, Brian Hess, Vice President, Sales - RV of LB sent an email communication to Chris Murray of PATRICK INDUSTRIES requesting that PATRICK INDUSTRIES not become "overly aggressive" in its sales of the Seaflo Product so as not to "force" LB "to sell the product" to a major manufacturer "at a significantly reduced margin." Murray responded that PATRICK INDUSTRIES and SEAFLO believed the Seaflo Product was "superior" and that SEAFLO was not trying to secure sales by marketing "on price." Murray further assured Hess that he would "certainly support the effort to keep overall margins as high as possible," and stating that he would "speak to the team and let them know of your concern." *(See October, 2020 email exchange, attached hereto as Ex. "11").*

177) The October, 2020 Hess/Murray exchange is evidence that PATRICK INDUSTRIES was concealing from Seaflo that PATRICK INDUSTRIES would not be living up to its obligations regarding the Seaflo Product. Hess, on behalf of LB, impliedly urged PATRICK INDUSTRIES to stop competing so that LB would not have to lower its prices; by Hess's own account, only PATRICK INDUSTRIES's cooperation stood between LB and significantly reduced margins across the entirety of a major account. Murray, acting in his capacity as a representative of PATRICK INDUSTRIES, admitted that the Seaflo Product was competing on its merits and was

a superior product to LB's. Tellingly, Murray did *not* respond by noting that PATRICK INDUSTRIES was contractually obligated to use its best efforts to promote and maximize the sale of the Seaflo Product and barred from promoting or selling a competing product like the Utopia Uniguard. Instead, the next day, Murray promised to relay Hess's concern to his team—meaning PATRICK INDUSTRIES leadership—and to support efforts to keep margins artificially high.

178) After the October, 2020 Hess/Murray email exchange, PATRICK INDUSTRIES did not sufficiently promote or sell the Seaflo Product. For example, in an April 2022 email exchange within the Patrick Industries sales team about mounting a renewed push to sell the Seaflo Product, representatives noted that the Seaflo Product was priced cheaper than LB's and that customers who compared the two products found Seaflo's "higher quality." Rather than instruct the team to press that price-and-quality advantage, Murray—the Patrick Industries representative who had signed the Seaflo-Patrick Contract—worried that LB would complain about renewed competition. (*See April, 2022 email exchange, attached hereto as Ex. "12"*).

179) On or about April 29, 2024. shortly after the conclusion of the 60-month exclusivity period under the Seaflo–Patrick contract—Andrew Batson revealed PATRICK INDUSTRIES's goal: to direct business for SEAFLO to LB. Notably, Batston was at all relevant times simultaneously the President and Chief Executive Officer of LB and a Senior Vice President of PATRICK INDUSTRIES, and publicly touted his role in leading the sale to bring LB and PATRICK INDUSTRIES together in 2018.

180) In the communication with officials from PATRICK INDUSTRIES and LB in which the participants discussed whether they could continue purchasing the Seaflo Product through PATRICK INDUSTRIES or an affiliate, Batson acknowledged that "LaSalle Bristol makes a competitive product … with nice margins" and ordered the transition of the Seaflo Product

business "to LSB as planned." Another PATRICK INDUSTRIES official who simultaneously served on a senior role with another PATRICK INDUSTRIES affiliate stated, after noting that SEAFLO may assert potential legal claims, that the solution was "to not buy anything from [Seaflo] at this point" and to instead "transition this business to Lasalle." *(See April–May, 2024 email exchange, attached hereto as Ex. "13").*

181) Patrick Industries representatives acknowledged in internal communications shortly after the 60-month exclusivity period expired that they understood that Seaflo had continued trying to maintain its relationship with Patrick Industries, notwithstanding LB's ongoing competing sales.

182) Patrick Industries representatives have acknowledged that Patrick Industries maintains access to material information concerning the customers of its subsidiaries and affiliates, such as sensitive market and payment information. On information and belief, that access gave Patrick Industries the means to know, and to facilitate exploitation of, the very customer relationships and pricing dynamics that Patrick Industries failed to disclose to Seaflo and that Patrick Industries used to suppress the Seaflo Product's sales.

183) On July 22, 2024, Anne Cavanaugh, a Senior Inventory Analyst-Procurement employee of LB who had no prior dealings with SEAFLO, emailed SEAFLO regarding a revised purchase order, stating that the revision would allow LaSalle "to maintain the exclusivity on the Seaflo p-traps." *(See July, 2024 Cavanaugh email, attached hereto as Ex. "14").*

184) PATRICK INDUSTRIES took affirmative acts to conceal these material facts—and their unlawful efforts—by avoiding written communications that could lead to SEAFLO learning the truth. For example, making clear that this mandate was to be concealed, Batson directed the participants to "MINIMIZE vendor communication" with SEAFLO and directed that PATRICK INDUSTRIES would "keep supplying the current SeaFlo product to existing customers for the

immediate future" because PATRICK INDUSTRIES and its affiliates "do not want to give SeaFlo a reason to seek a new distributor." Batson also requested that further communications regarding SEAFLO occur over the phone.

185) Despite the significance of the Seaflo Product and the Exclusive Distributor Agreement, according to PATRICK INDUSTRIES there are few internal written communications between and among Patrick officials and between and among Patrick and LB officials that relate to SEAFLO, the Seaflo Product, and/or the Seaflo-Patrick Contract. The absence of such written communication suggests that PATRICK INDUSTRIES and its affiliates took affirmative steps to conceal their scheme, including (but not limited to) purposefully communicating orally, agreeing to keep communications unwritten, or taking steps to destroy written communications.

186) PATRICK INDUSTRIES took affirmative acts to conceal these material facts—and their unlawful efforts—by attempting to keep knowledge of their efforts to a small group designed to prevent SEAFLO from learning the truth. For example, Orrin Price, who had been one of SEAFLO's primary points of contact at PATRICK INDUSTRIES, was removed from an email conversation in which higher-ups were discussing Seaflo's potential legal claims. Moreover, communications with and between representatives from Patrick reflect confusion and misunderstanding about Seaflo's relationship with PATRICK INDUSTRIES, LB, and Seaflo's exclusivity arrangement. This is consistent with an effort by PATRICK INDUSTRIES and its affiliates to keep their efforts to a small group of insiders and to avoid having their efforts widely known among PATRICK INDUSTRIES and its affiliates—which would increase the risk that Seaflo would learn the true nature of PATRICK INDUSTRIES's improper actions.

187) When communicating with SEAFLO, representatives of PATRICK INDUSTRIES made statements to SEAFLO indicating that PATRICK INDUSTRIES was seeking to advance

sales of the Seaflo Product and not the competing Utopia Uniguard. For example, less than two months after the Agreement was signed, Patrick's own signatory to the Seaflo-Patrick Contract told Seaflo that he had just learned LaSalle Bristol was marketing a "Utopia" brand product "exactly like" the Seaflo Product. He asked Seaflo to confirm it was not supplying LaSalle Bristol, giving the "very coincidental" timing. When Seaflo asked why Patrick could not resolve the problem internally, since Patrick owned LaSalle Bristol, Murray responded that he would help Seaflo compete against LaSalle Bristol. Thereafter, representatives from PATRICK INDUSTRIES continued to communicate to SEAFLO that they were working to advance sales of the Seaflo Product and to compete with the Utopia Uniguard. On information and belief, these communications were designed to have the effect, and/or had the reasonable effect, of discouraging SEAFLO from investigating PATRICK INDUSTRIES's actions, uncovering the underlying fraud, deterring SEAFLO from terminating the Seaflo-Patrick Contract, and deterring Seaflo from seeking an alternative distributor.

188) PATRICK INDUSTRIES's representatives suggested to SEAFLO that there could be additional business between PATRICK INDUSTRIES and SEAFLO beyond the Seaflo Product. That suggestion was material to SEAFLO given PATRICK INDUSTRIES's position as one of the largest distributors in the recreational vehicle industry. PATRICK INDUSTRIES's suggestion of additional business with SEAFLO was designed to have the effect, and/or had the reasonable effect, of discouraging SEAFLO from investigating PATRICK INDUSTRIES's actions, uncovering the underlying fraud, deterring SEAFLO from terminating the Seaflo-Patrick Contract, and deterring Seaflo from seeking an alternative distributor.

189) Throughout the relevant time period, SEAFLO did not know, and could not have known through reasonable inquiry or inspection, that PATRICK INDUSTRIES and its subsidiary

LB were communicating, strategizing, planning, and/or coordinating to boost sales of the Utopia Uniguard, to not maximize sales of the Seaflo Product, to protect LB's margins, and to retain exclusivity with SEAFLO to benefit PATRICK INDUSTRIES and LB and harm SEAFLO.

190) PATRICK INDUSTRIES knew each of the concealed material facts, including through the knowledge of the officers, directors, and executives shared between PATRICK INDUSTRIES and LB.

191) PATRICK INDUSTRIES's concealment of the material facts was intended to and did induce in SEAFLO the false belief that PATRICK INDUSTRIES was performing the Seaflo-Patrick Contract in good faith, and that SEAFLO had no reason to terminate the Seaflo-Patrick Contract or to seek an alternative distributor for the Seaflo Product.

192) In addition to the contractual duty to disclose the material facts, PATRICK INDUSTRIES had a duty to speak because PATRICK INDUSTRIES possessed superior and exclusive knowledge of the internal affairs, product development activities and business plans of PATRICK INDUSTRIES and LB related to the Seaflo-Patrick Contract, which facts were not accessible to SEAFLO through reasonable inquiry or inspection.

193) PATRICK INDUSTRIES was placed in a position of influence and superiority relative to SEAFLO. SEAFLO entrusted its entire United States channel of distribution for the Seaflo Product to PATRICK INDUSTRIES and reposed trust and confidence in PATRICK INDUSTRIES's strong experience, scale, market position and customer relationships. SEAFLO further relied upon PATRICK INDUSTRIES's agency-like undertaking to manage, promote and maximize the sale of the Seaflo Product on SEAFLO's behalf. By reason of the foregoing, PATRICK INDUSTRIES gained influence and superiority over SEAFLO with respect to the

marketing and sale of the Seaflo Product, and the relationship between the parties was substantially more than that of a mere buyer, seller, or distributor of goods.

194) Had SEAFLO been aware of the concealed material facts, SEAFLO would have acted differently, including by terminating the Seaflo-Patrick Contract, immediately pursuing legal action, and/or pursuing alternative distribution channels for the Seaflo Product.

195) As a direct and proximate result of PATRICK INDUSTRIES's fraudulent concealment as aforesaid and SEAFLO's reliance thereon, SEAFLO suffered damages to be proven at trial.

196) PATRICK INDUSTRIES's fraudulent concealment as aforesaid was intentional, willful and wanton, and undertaken with conscious disregard for the rights of SEAFLO, entitling SEAFLO to punitive damages.

WHEREFORE, SEAFLO MARINE AND RV NORTH AMERICA, LLC, an Illinois Limited Liability Company, prays for the entry of judgment against PATRICK INDUSTRIES for money damages in an amount to be proven at trial, pre-judgment interest, its reasonable attorneys' fees and costs of suit, punitive damages, and all other appropriate relief.

COUNT X
FRAUDULENT MISREPRESENTATION AND INDUCEMENT
VS PATRICK INDUSTRIES

197) SEAFLO realleges and incorporates by reference each of the paragraphs of this Complaint as though fully set forth herein.

198) Prior to execution of the Seaflo-Patrick Contract, PATRICK INDUSTRIES did not disclose to SEAFLO that an entity controlled by PATRICK INDUSTRIES was developing, in the process of developing, seeking certification of, representing, promoting, designing, manufacturing or distributing any lines or products that competed with the Seaflo Product.

199) By executing the Seaflo-Patrick Contract containing the Conflict of Interest term and the disclosure term, PATRICK INDUSTRIES represented to SEAFLO that (a) neither PATRICK INDUSTRIES nor any entity controlled by or under common control with PATRICK INDUSTRIES was representing, promoting, designing, manufacturing or distributing any lines or products that competed with the Seaflo Product; (b) that PATRICK INDUSTRIES had disclosed and would disclose to SEAFLO all new product developments competitive with the Seaflo Product; and (c) that PATRICK INDUSTRIES was performing the Seaflo-Patrick Contract in good faith and was undertaking appropriate efforts to promote and sell the Seaflo Product as SEAFLO's exclusive distributor.

200) By continuing to accept the benefits of the Seaflo-Patrick Contract, and by making statements to SEAFLO indicating that PATRICK INDUSTRIES was (a) seeking to advance sales of the Seaflo Product; (b) to suppress sales of the competing Utopia Uniguard; and (c) interested in expanding its business relationship with SEAFLO, PATRICK INDUSTRIES represented to SEAFLO that PATRICK INDUSTRIES was performing the Seaflo-Patrick Contract in good faith and was undertaking appropriate efforts to promote and sell the Seaflo Product as SEAFLO's exclusive distributor.

201) PATRICK INDUSTRIES's representations were statements of material fact that were false when made and that PATRICK INDUSTRIES knew or believed the representations were false when made. Among other things, prior to execution of the Seaflo-Patrick Contract, PATRICK INDUSTRIES had acquired LB, following substantial due diligence; had overlapping leadership with LB, including Andrew Batson, who simultaneously served as the President and CEO of LB and as a Senior Vice President of PATRICK INDUSTRIES and who has publicly touted having led the sale of LB to PATRICK INDUSTRIES; communicated with LB about

strategy and business decisions—including related to the Seaflo Product; knew or should have known that LB had applied for certification of the competing Utopia Uniguard; knew or should have known that LB had received certification; knew or should have known that LB was planning to and did represent, promote, distribute and sell the Utopia Uniguard in competition with the Seaflo Product during the 60 month term of the Seaflo-Patrick Contract. Thereafter, PATRICK INDUSTRIES sought to advance sales of the Utopia Uniguard and suppress sales of the Seaflo Product, despite representing to SEAFLO that PATRICK INDUSTRIES would do the opposite.

202) By no later than 2018, when PATRICK INDUSTRIES acquired LB, and perhaps earlier as part of due diligence for that transaction, PATRICK INDUSTRIES was aware of, controlled, authorized, directed, was informed about, and/or supervised LB's operations, and acquired knowledge of LB's products and product development activities, including related to the Seaflo Product and LB's competing Utopia Uniguard product.

203) PATRICK INDUSTRIES made the false representations with the intent to induce SEAFLO to enter into the Seaflo-Patrick Contract, and to not terminate that contract, to SEAFLO's detriment. That intent is evidenced by, among other things, internal written and/or oral communications between and among officials from PATRICK INDUSTRIES and its affiliate LB about reducing competition between SEAFLO and LB, maintaining exclusivity with the Seaflo Product while transitioning business to LB, and avoiding communications or actions that would give SEAFLO "a reason to seek a new distributor." These communications include, but are not limited to, the internal communications obtained in discovery described above. That intent is also evidenced by, among other things, PATRICK INDUSTRIES representatives repeatedly suggesting to SEAFLO that PATRICK INDUSTRIES was seeking to advance sales of the Seaflo Product and not the competing Utopia Uniguard, and that PATRICK INDUSTRIES had an interest

in expanding its business relationship with Seaflo. That dangled prospect of new business, which would be material to Seaflo, deterred Seaflo from pressing PATRICK INDUSTRIES on its non-performance under the Seaflo-Patrick Contract, investigating the true cause of that non-performance, and terminating the Seaflo-Patrick Contract for breach.

204) PATRICK INDUSTRIES materially misrepresented its true aim to SEAFLO and omitted material facts when disclosing information to SEAFLO. These material misrepresentations and omissions are evidenced by, among other things, the recently revealed internal communications described above.

205) SEAFLO justifiably relied upon the truth of the representations by entering into the Seaflo-Patrick Contract, not terminating it, and continuing to perform under it throughout its term.

206) SEAFLO neither discovered, nor in the exercise of reasonable diligence could have discovered, the facts constituting PATRICK INDUSTRIES's material misrepresentations and omissions until PATRICK INDUSTRIES produced documents in this action.

207) As described above, PATRICK INDUSTRIES undertook affirmative efforts to conceal the material facts and truth from SEAFLO, and to prevent SEAFLO from learning them. Until learning the material facts—including in, among other things, the internal communications described above—SEAFLO had no reason to know or suspect that it had been the victim of deception by PATRICK INDUSTRIES

208) As a direct and proximate result of SEAFLO's justifiable reliance on PATRICK INDUSTRIES's false and misleading representations, SEAFLO suffered damages.

209) PATRICK INDUSTRIES's fraudulent misrepresentations were intentional, willful and wanton, and undertaken with conscious disregard for the rights of SEAFLO, entitling SEAFLO to punitive damages.

WHEREFORE, SEAFLO MARINE AND RV NORTH AMERICA, LLC prays for the entry of judgment against PATRICK INDUSTRIES for money damages in an amount to be proven at trial, pre-judgment interest, its reasonable attorneys' fees and costs of suit, punitive damages, and all other appropriate relief.

COUNT XI
CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT (815 ILCS 505) VS PATRICK INDUSTRIES

210) SEAFLO realleges and incorporates by reference each of the paragraphs of this Complaint as though fully set forth herein.

211) The Illinois Consumer Fraud and Deceptive Business Practices Act is a regulatory and remedial statute intended to protect consumers and businesses against fraud, unfair methods of competition, and other unfair and deceptive business practices.

212) The Illinois Consumer Fraud and Deceptive Business Practices Act describes unfair or deceptive practices as "including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact in the conduct of any trade or commerce." 815 ILCS 505/2.

213) Illinois Consumer Fraud and Deceptive Business Practices Act creates a remedy for a person who suffers damage as a result of a violation of the Act committed by another person.

214) SEAFLO and PATRICK INDUSTRIES are each a "person" under the Illinois Consumer Fraud and Deceptive Business Practices Act.

215) The conduct of PATRICK INDUSTRIES described herein occurred in the course of conduct involving "trade" and "commerce" within the meaning of the Illinois Consumer Fraud and Deceptive Business Practices Act, namely the distribution and sale of components for

recreational vehicles in and affecting the commerce of the State of Illinois, including the purchase, sale, and distribution of the Seaflo Product from SEAFLO and the distribution and sale of the Utopia Uniguard product of LB in interstate commerce, including in the State of Illinois.

216) PATRICK INDUSTRIES engaged in deceptive acts and practices. As set forth above, PATRICK INDUSTRIES concealed, suppressed, misrepresented, and omitted material facts, notwithstanding its duty of disclosure. It also maintained the appearance of an exclusive distribution relationship—including suggesting that PATRICK INDUSTRIES would advance sales of the Seaflo Product and compete with the Utopia Uniguard, and was interested in expanding its business relationship with SEAFLO—to induce SEAFLO to enter into the exclusive agreement, to continue to refer business opportunities to PATRICK INDUSTRIES, to continue to perform under the Seaflo-Patrick Contract throughout the 60-month term, to not terminate the Seaflo-Patrick Contract, and to not obtain a new distributor, while LB captured sales that would otherwise have been made with the Seaflo Product. That maintained appearance deterred SEAFLO from pressing PATRICK INDUSTRIES on its non-performance under the Seaflo-Patrick Contract, investigating the true cause of that non-performance, terminating the Seaflo-Patrick Contract for breach, and pursuing an alternative distributor.

217) The conduct of PATRICK INDUSTRIES described herein—including in, among other things, the internal communications discussed above—constituted unfair practices that offend the public policy of the State of Illinois and that are immoral, unethical, oppressive and unscrupulous. The conduct caused substantial injury to SEAFLO that SEAFLO could not reasonably have avoided given the facts, circumstances, and practical realities of the situation.

218) PATRICK INDUSTRIES's conduct involves trade practices that implicate consumer protection concerns. PATRICK INDUSTRIES's entry into and operation of the Seaflo-Patrick

Contract in a manner that suppressed sales of the Seaflo Product, and protected unreasonably high margins on the Utopia Uniguard—while PATRICK INDUSTRIES acknowledged that the Seaflo Product was superior in quality—harmed recreational vehicle manufacturers and consumers by artificially inflating prices, decreasing quality, and reducing consumer choice. Indeed, during the exclusivity period, when PATRICK INDUSTRIES's subsidiary LB had free reign in the market, the price of Utopia Uniguard went up. That price increase was especially pronounced after the October, 2020 email exchange in which PATRICK INDUSTRIES agreed not to sell the Seaflo Product as required. And PATRICK INDUSTRIES did not attempt to increase sales of the Seaflo Product despite acknowledging that it was cheaper and higher quality than the Utopia Uniguard.

219) PATRICK INDUSTRIES intended that SEAFLO rely upon the deception, and SEAFLO was the intended target of the deception.

220) As a direct and proximate result of PATRICK INDUSTRIES's deceptive and unfair acts and practices, SEAFLO suffered actual damages in an amount to be proven at trial.

221) SEAFLO neither discovered, nor in the exercise of reasonable diligence could have discovered, the facts constituting PATRICK INDUSTRIES's deceptive and unfair acts and practices until PATRICK INDUSTRIES disclosed the material facts and internal communications described above. As described above, PATRICK INDUSTRIES' undertook affirmative efforts to conceal the deceptive and unfair acts and practices alleged herein, and to prevent SEAFLO from learning the material facts and the truth. Until learning the material facts—including in, among other things, the internal communications described above—SEAFLO had no reason to know or suspect that it had been the victim of deception by PATRICK INDUSTRIES

222) PATRICK INDUSTRIES's conduct as aforesaid was intentional and undertaken with conscious disregard for the rights of SEAFLO, entitling SEAFLO to punitive damages and to its reasonable attorney's fees and costs pursuant to 815 ILCS 505/10a(c).

WHEREFORE, SEAFLO MARINE AND RV NORTH AMERICA, LLC prays for the entry of judgment against PATRICK INDUSTRIES for money damages in an amount to be proven at trial, pre-judgment interest, its reasonable attorneys' fees and costs of suit pursuant to 815 ILCS 505/10a(c), punitive damages, and all other appropriate relief.

COUNT XII
ILLINOIS ANTITRUST ACT—UNLAWFUL RESTRAINT OF TRADE (740 ILCS 10/3(2)) VS PATRICK INDUSTRIES
Exclusive Distributor Agreement

223) SEAFLO realleges and incorporates by reference each of the paragraphs of this Complaint as though fully set forth herein.

224) Independent of PATRICK INDUSTRIES's breach of contract and fraud, PATRICK INDUSTRIES violated the Illinois Antitrust Act by wielding an exclusive distribution contract as an instrument to unreasonably restrain trade to the detriment of consumers by artificially inflating prices, decreasing quality, and reducing consumer choice.

225) the Seaflo-Patrick Contract is a "contract" and "combination" between two or more persons within the meaning of Section 3(2) of the Illinois Antitrust Act, 740 ILCS 10/3(2).

226) The relevant product market is the market for the purchase, sale, and/or distribution of waterless P-traps designed for use in recreational vehicles ("Waterless P-traps Market").[2]

a) The waterless p-trap has peculiar characteristics and uses not shared by traditional water-sealed "P" or "S" trap drains: it eliminates the risk of trapped water freezing in unheated RV plumbing bays, eliminates the sewage odors traditional traps can vent when water evaporates during storage, and requires less installation space than a

[2] In the alternative, the relevant market is the market for the purchase, sale, and/or distribution of water-sealed and waterless P-traps designed for use in recreational vehicles.

traditional trap. These are characteristics RV manufacturers value enough to redesign their plumbing systems around.

b) A manufacturer cannot sell a waterless P-trap into the RV OEM channel without an ICC-ES PMG Product Certificate (or an acceptable equivalent), and that certification process is unusually demanding relative to the certification requirements that apply to other RV component categories. That certification requirement operates as a substantial and unusually effective barrier to entry. While three companies have obtained certification, that barrier has prevented most other companies from doing so, and the certified competitors do not have anywhere close to the sales volume, distribution scale, or market share of PATRICK INDUSTRIES and its affiliate LB.

c) The products in the Waterless P-traps Market serve a distinct set of customers (e.g. RV original equipment manufacturers) who purchase the product for installation in new RV production.

d) Pricing of waterless and water-sealed P-traps for RVs are tracked and set separately from other components. Prices are also tracked and set separately from ordinary plumbing components.

e) RV manufacturers who use waterless P-traps would not, in response to a small but significant price increase, switch to traditional water-sealed traps or traditional plumbing components. That is because the water-sealed design reintroduces the freezing and odor problems the waterless design solves, and because traditional traps require more installation space, which is scarce and precious in RV plumbing layouts.

f) Consumers do not view water-sealed P-traps as a reasonable substitute for waterless P-traps or ordinary plumbing components. Consumers in the market view each as distinct product categories and not as a mere subset of a broader category.

g) Companies and professionals in the industry do not view water-sealed P-traps as a reasonable substitute for waterless P-traps or ordinary plumbing components. They view the different types of traps as distinct product categories and not as a mere subset of a broader category.

h) Certifying bodies do not view water-sealed P-traps as a reasonable substitute for waterless P-traps. Certifying bodies view them as distinct product categories and not as a mere subset of a broader category. The industry standards body, the American Society of Mechanical Engineers (“ASME”), shares this view. ASME authored and the established industry standard for waterless P-traps (ASME A112.18.8), and companies like ICC-ESS audit product compliance to its requirements.

i) The parties themselves do not view water-sealed P-traps as a reasonable substitute for waterless P-traps or ordinary plumbing components. The parties themselves view them as distinct product categories and not as a mere subset of a broader category.

227) The relevant geographic market for the Waterless P-traps Market is the United States, the territory of the Seaflo-Patrick Contract.[3]

228) SEAFLO, PATRICK INDUSTRIES, and PATRICK INDUSTRIES's subsidiary LB are participants in the Waterless P-traps Market because they purchase, sell, and/or distribute waterless P-traps in the United States.

229) On information and belief, PATRICK INDUSTRIES possesses market power in the Waterless P-traps Market.

a) There are only three manufacturers of waterless P-traps for recreational vehicles: SEAFLO, which manufactures the Seaflo Product; PATRICK INDUSTRIES, through its LB subsidiary, which manufactures the Utopia Uniguard; and a third company. Seaflo and the other company do not have sales, distribution scale, or market share that is anywhere close to the numbers for PATRICK INDUSTRIES and its affiliate LB. On information and belief, a substantial majority of the waterless P-traps sold in the RV market, perhaps as high as 90%, are manufactured by PATRICK INDUSTRIES through its affiliate LB. Internal communications between PATRICK INDUSTRIES and LB acknowledged that they had "all the business" of one of the industry's dominant national RV manufacturers, at high margins.

b) Currently PATRICK INDUSTRIES is by far the largest distributor of products to recreational vehicle manufacturers in the Waterless P-traps Market in the United States.

230) PATRICK INDUSTRIES operated the Seaflo-Patrick Contract as a pretext, extracting exclusivity from SEAFLO as a means to unreasonably restrain trade and harm competition in the relevant market, to the detriment of Seaflo, RV manufacturers, and consumers by artificially inflating prices, decreasing quality, and reducing consumer choice. Rather than undertake best efforts to promote and sell the Seaflo Product, PATRICK INDUSTRIES shelved Seaflo's higher-quality, lower-cost product to foreclose competition for waterless P-traps—a key input RV manufacturers require—and forced RV manufacturers to purchase LB's Utopia Uniguard. In other words, PATRICK INDUSTRIES used the exclusivity and Conflict of Interest

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[3] In the alternative, the relevant geographic market is Northern Indiana, where the RV-related industry is concentrated.

terms of the Seaflo-Patrick Contract to lock SEAFLO into a single channel of distribution, paving the way for its controlled subsidiary to freely promote, distribute, and sell the Utopia Uniguard without facing meaningful competition or a level playing field.

231) The October, 2020 Hess/Murray email exchange described above is an example of direct evidence that the Seaflo-Patrick Contract, as operated, unreasonably restrained trade by artificially suppressing price competition, increasing prices, decreasing quality, limiting consumer choice, and protecting artificially high margins in the relevant market. In that exchange, LB asked its parent company, PATRICK INDUSTRIES, not to become "overly aggressive" in selling the Seaflo Product to avoid "forc[ing]" LB "to sell the product to all of" a major RV manufacturer "at a significantly reduced margin." PATRICK INDUSTRIES's representative admitted that the Seaflo Product was of superior quality, but nevertheless assured LB's representative that PATRICK INDUSTRIES would "support the effort to keep overall margins as high as possible."

232) The April 2022 email exchange among the Patrick Industries sales team described above is another example. In that exchange, PATRICK INDUSTRIES representatives acknowledged that the Seaflo Product was cheaper and higher quality than the Utopia Uniguard, and that customers shared that view. But PATRICK INDUSTRIES representatives expressed concern about pushing sales of the Seaflo Product—even after LB had raised prices—because the competition would upset LB.

233) The allegations above—including relating to the internal communications between PATRICK INDUSTRIES and LB, and the overlapping leadership between PATRICK INDUSTRIES and LB—establish that LB's operation of the competing Uniguard business is properly attributed to PATRICK INDUSTRIES for purposes of assessing how the exclusivity provisions of the Seaflo-Patrick Contract actually operated. Because of the relationship between

PATRICK INDUSTRIES and its subsidiary LB, LB's contemporaneous marketing and sale of the Uniguard product is attributable to PATRICK INDUSTRIES in evaluating whether the exclusivity, as actually administered, unreasonably restrained trade and foreclosed competition in the relevant market.

234) Based on PATRICK INDUSTRIES's abusive operation of the Seaflo-Patrick Contract, competition was foreclosed in a substantial share of the relevant market—on information and belief, perhaps as much as 90% of the relevant market. That foreclosure is especially significant given PATRICK INDUSTRIES's pending acquisition of Lippert, the only other major supplier and distributor of recreational vehicle components, which would further narrow the possibility of increased competition in the relevant market.

235) Given PATRICK INDUSTRIES's growth-by-acquisition strategy and its increasing size and scale, the anticompetitive effects of PATRICK INDUSTRIES's unreasonable restraint of trade in the relevant market is likely to be magnified rather than diminished absent relief.

236) As a direct result of PATRICK INDUSTRIES's unlawful conduct, PATRICK INDUSTRIES entrenched artificially inflated prices in the relevant market at the expense of SEAFLO, RV manufacturers, and end consumers.

237) Without PATRICK INDUSTRIES, SEAFLO had no comparably effective alternative channel of distribution in the relevant market. SEAFLO could not engage a new distributor for the Seaflo Product in place of PATRICK INDUSTRIES. Moreover, SEAFLO could not practically replicate PATRICK INDUSTRIES's distribution scale, warehousing network and entrenched relationships with recreational vehicle manufacturers. The foreclosure of SEAFLO from the relevant market was accordingly not curable by self-help. Nor was termination a practical remedy given PATRICK INDUSTRIES's position in the relevant market.

238) PATRICK INDUSTRIES compounded SEAFLO's practical inability to walk away by repeatedly dangling the prospect of additional business outside the Waterless P-traps Market. That prospect of expanded business was material to SEAFLO, and PATRICK INDUSTRIES's dangling of it deterred SEAFLO from pressing PATRICK INDUSTRIES on its non-performance, terminating the exclusive agreement, or seeking a new distributor. PATRICK INDUSTRIES's representatives repeatedly reinforced this impression through communications with SEAFLO: explicitly describing SEAFLO and PATRICK INDUSTRIES as working in a valued partnership and stating that PATRICK INDUSTRIES hoped to expand the partnership. These communications reinforced SEAFLO's belief that PATRICK INDUSTRIES valued the relationship and was acting in good faith, and further discouraged SEAFLO from investigating PATRICK INDUSTRIES's non-performance under the Seaflo-Patrick Contract, from terminating the exclusive agreement, and from seeking a new distributor.

239) The anticompetitive effects of the Seaflo-Patrick Contract as it actually operated—including the exclusion of the Seaflo Product from the relevant market, the protection of LB's margins on the Utopia Uniguard, the suppression of price competition, and the reduction of output and consumer choice in the relevant market—outweighed any procompetitive justification.

240) PATRICK INDUSTRIES's deception in maintaining the appearance of acting in good-faith to purchase, sell, and distribute the Seaflo Product is inconsistent with any genuine procompetitive purpose. PATRICK INDUSTRIES's conduct as alleged herein was undertaken for the purpose of restraining trade and suppressing competition in the Waterless P-traps Market.

241) SEAFLO suffered, and continues to suffer, injury in fact and antitrust injury as a direct and proximate result of PATRICK INDUSTRIES's unlawful conduct. SEAFLO was, and continues to be, systematically excluded from the relevant market, competition in the relevant

market was and continues to be suppressed, and RV manufacturers and end-users faced and continue to face higher prices, lower quality, and less choice.

242) Among other things, but for PATRICK INDUSTRIES's unlawful conduct, SEAFLO could have sold the Seaflo Product through other distributors, including possibly Lippert.

243) As a direct and proximate result of PATRICK INDUSTRIES's unreasonable restraint of trade, SEAFLO suffered damages.

244) The violation alleged in this Count arises from PATRICK INDUSTRIES's abusive and unlawful operation of the Seaflo-Patrick Contract after its execution through a series of discrete overt acts that each successively caused new damage to SEAFLO and was a new and independent wrong. Those overt acts include, among other things, the directive to suppress sales efforts for the Seaflo Product; each refusal to purchase the Seaflo Product; token purchases of the Seaflo Product, made to avoid giving SEAFLO a reason to seek a new distributor; sales of the Seaflo Product foreclosed by the exclusivity term as operated; directives to transition the business to LB; and the refusal to purchase the Seaflo Product and diversion of the business to LB.

245) As described above, from 2019 through 2024, PATRICK INDUSTRIES undertook affirmative acts to conceal its actions that unreasonably restrained trade in the relevant market. Prior to 2026, SEAFLO had no reason to know or suspect that PATRICK INDUSTRIES was abusing the Seaflo-Patrick contract in a manner that unreasonably restrained trade.

246) PATRICK INDUSTRIES's violation of the Illinois Antitrust Act was and is willful, entitling SEAFLO to treble damages pursuant to 740 ILCS 10/7(2), and SEAFLO is entitled to recover its costs and reasonable attorney's fees pursuant to 740 ILCS 10/7(2).

WHEREFORE, SEAFLO MARINE AND RV NORTH AMERICA, LLC prays for the entry of judgment against PATRICK INDUSTRIES for money damages in an amount to be proven at trial, such damages to be trebled pursuant to 740 ILCS 10/7(2) upon a finding that the violation was willful, plus pre-judgment interest and its costs and reasonable attorney's fees pursuant to 740 ILCS 10/7(2), for injunctive and other equitable relief pursuant to 740 ILCS 10/7, including relief enjoining PATRICK INDUSTRIES and its affiliates from continuing to restrain trade in the Waterless P-traps Market, or other structural relief sufficient to restore competition in that market, and all other appropriate relief.

COUNT XIII
ILLINOIS ANTITRUST ACT—MONOPOLIZATION AND ATTEMPTED MONOPOLIZATION (740 ILCS 10/3(3)) VS PATRICK INDUSTRIES
Exclusive Distributor Agreement

247) SEAFLO realleges and incorporates by reference each of the paragraphs of this Complaint as though fully set forth herein.

248) At all relevant times, PATRICK INDUSTRIES, acting on its own and through its affiliates, possessed and unfairly exploited monopoly power in the Waterless P-traps Market.

249) PATRICK INDUSTRIES, through its affiliate LB, held a dominant share of the Waterless P-traps Market, perhaps as high as 90%.

250) There are substantial barriers to entry into the Waterless P-traps Market. To adequately compete at scale requires a substantial capital commitment and investment in personnel and facilities. Distribution of waterless P-traps in the relevant market requires product certification, such as the ICC-ES PMG Product Certification described above. That certification process, which takes meaningful time and expertise, is not always successful. Entrenched supplier relationships with recreational vehicle manufacturers built over years present an additional barrier to a new entrant seeking to displace an incumbent supplier and/or distributor. RV manufacturers also prefer to purchase component products, including waterless P-traps, through major distributors and their affiliates because doing so is efficient and provides a convenient, one-stop shop for the many

components required to manufacture an RV (many of which are manufactured by the distributor's affiliates). As a practical matter, direct sales from unaffiliated suppliers to RV manufacturers are more difficult than sales made through the major distributors and their affiliates, which itself operates as a barrier to entry for a supplier, like SEAFLO, seeking to compete without PATRICK INDUSTRIES's distribution channel.

251) PATRICK INDUSTRIES's dominance in the relevant market is growing. By its own admission, PATRICK INDUSTRIES's strategy is to grow "[t]hrough strategic acquisitions, expansion both geographically and into new product lines," and PATRICK INDUSTRIES describes itself as "focused on driving growth in its primary markets through the acquisition of companies.." Patrick has spent more than $550 million on acquisitions since 2023. Through these acquisitions, PATRICK INDUSTRIES has consolidated supply of many categories of RV components. PATRICK INDUSTRIES recently announced that it was acquiring its chief rival in the supply and distribution of RV components.

252) Given PATRICK INDUSTRIES's growth-by-acquisition strategy and its increasing size and scale, including its pending acquisition of Lippert, the anticompetitive effects of PATRICK INDUSTRIES's monopolization of the Waterless P-traps Market is likely to be magnified rather than diminished absent relief. PATRICK INDUSTRIES's acquisitive strategy and pending acquisition of Lippert makes it even less likely that a comparably effective alternative channel will emerge, further entrenching PATRICK INDUSTRIES's dominant position.

253) PATRICK INDUSTRIES willfully established, maintained and used, or attempted to establish, maintain and use, its monopoly power through exclusionary and predatory conduct, and not as a consequence of a superior product, business acumen, or historic accident. It did so by orchestrating a scheme, as described above, in which it abusively wielded the exclusivity and

Conflict of Interest terms of the Seaflo-Patrick Contract to lock up the Seaflo Product and shelve it (rather than sell it), while PATRICK INDUSTRIES's affiliate LB sold the competing Utopia Uniguard without restriction.

254) PATRICK INDUSTRIES's wielding of the exclusivity and Conflict of Interest terms of the Seaflo-Patrick Contract to foreclose competition in a substantial share of the Waterless P-traps Market, as alleged in Count XII, independently constitutes exclusionary conduct for purposes of monopolization or attempted monopolization under this Count.

255) PATRICK INDUSTRIES's exclusionary conduct included the conduct described above. Examples of this exclusionary conduct include:

> a) directing and agreeing that PATRICK INDUSTRIES not become "overly aggressive" in selling the Seaflo Product so as not to "force" LB "to sell the product to" one of the few major manufacturers "at a significantly reduced margin";
>
> b) discussing whether token purchases of the Seaflo Product could be continued through PATRICK INDUSTRIES or another Patrick-affiliated company, "thereby maintaining the exclusivity" under the Seaflo-Patrick Contract;
>
> c) dangling the prospect of additional business before SEAFLO while knowing that SEAFLO could not realistically decline or terminate its relationship with PATRICK INDUSTRIES, given PATRICK INDUSTRIES's monopoly power;
>
> d) continuing to supply the Seaflo Product "for the immediate future" so as not to "give SeaFlo a reason to seek a new distributor," while transitioning the business to LB's "competitive product … with nice margins"; and
>
> e) concealing the truth from SEAFLO, including through material misstatements and omissions, keeping material facts unwritten, and limiting information to a small group.

256) PATRICK INDUSTRIES directed and authorized the manner in which the exclusionary conduct described herein was undertaken. Among other things, this coordination is evidence by Murray's October, 2020 promise to "speak to the team"—meaning PATRICK INDUSTRIES leadership—regarding its affiliate LB's request to suppress sales efforts for the Seaflo Product; the 2022 email exchange acknowledging that pushing sales of the cheaper and

higher quality Seaflo Product would create issues with LB; Smith's May, 2024 directive that business for SEAFLO be transitioned to PATRICK INDUSTRIES's affiliate LB; Batson's April, 2024 instructions issued simultaneously to personnel of PATRICK INDUSTRIES and LB; and PATRICK INDUSTRIES's efforts to route continued purchases of the Seaflo Product through a PATRICK INDUSTRIES affiliate in an attempt to preserve exclusivity after the term of the Seaflo-Patrick Contract.

257) PATRICK INDUSTRIES's exclusionary and predatory conduct was undertaken through and in coordination with an entity, LB, whose decision-making PATRICK INDUSTRIES does not treat as independent of its own. PATRICK INDUSTRIES and LB operate with little meaningful separation. PATRICK INDUSTRIES and LB share overlapping officers and directors, including Andy L. Nemeth, Matthew S. Filer, and Joel Duthie, and PATRICK INDUSTRIES publicly lists LB among its own "240 Manufacturing and Distribution Centers in the U.S." Andrew Batson simultaneously served, and continues to serve, as President and CEO of LB and as a Senior Vice President of PATRICK INDUSTRIES, and has publicly touted his role in leading the sale of LB to PATRICK INDUSTRIES. In addition, PATRICK INDUSTRIES and LB leadership communicated orally and in writing regarding the Utopia Uniguard product, the Seaflo-Patrick Contract, and how to operate under and/or evade that contract. These facts support attributing LB's position in the relevant market to PATRICK INDUSTRIES.

258) Injury to SEAFLO from that conduct was foreseeable.

259) PATRICK INDUSTRIES's conduct as aforesaid was undertaken for the purpose of excluding competition in, and controlling, fixing and maintaining prices in, the relevant market.

260) In the alternative, at all relevant times there was a dangerous probability that PATRICK INDUSTRIES, including through its affiliate LB, would achieve monopoly power in

the relevant market, and PATRICK INDUSTRIES acted with the specific intent to monopolize the relevant market.

261) As a direct and proximate result of PATRICK INDUSTRIES's monopolization or attempted monopolization of the relevant market, SEAFLO suffered, and continues to suffer, injury in fact and antitrust injury.

262) The violation alleged in this Count arises from PATRICK INDUSTRIES's abusive and unlawful operation of the Seaflo-Patrick Contract after its execution through a series of discrete overt acts that each successively caused new damage to SEAFLO and was a new and independent wrong. Those overt acts include, among other things, the directive to suppress sales efforts for the Seaflo Product; each refusal to purchase the Seaflo Product; token purchases of the Seaflo Product, made to avoid giving SEAFLO a reason to seek a new distributor; sales of the Seaflo Product foreclosed by the exclusivity term as operated; directives to transition the business to LB; and the refusal to purchase the Seaflo Product and diversion of the business to LB.

263) As described above, from 2019 through at least 2024, PATRICK INDUSTRIES undertook affirmative acts to conceal its actions that monopolized or attempted to monopolize the relevant market. Before obtaining PATRICK INDUSTRIES's internal communications, SEAFLO did not know, and could not have known through the exercise of reasonable diligence, that PATRICK INDUSTRIES was using the Seaflo-Patrick Contract to monopolize or attempt to monopolize the relevant market through the conduct alleged herein.

264) PATRICK INDUSTRIES's violation of the Illinois Antitrust Act was and is willful, entitling SEAFLO to treble damages pursuant to 740 ILCS 10/7(2), and SEAFLO is entitled to recover its costs and reasonable attorney's fees pursuant to 740 ILCS 10/7(2).

WHEREFORE, SEAFLO MARINE AND RV NORTH AMERICA, LLC prays for the entry of judgment against PATRICK INDUSTRIES for money damages in an amount to be proven at trial, such damages to be trebled pursuant to 740 ILCS 10/7(2) upon a finding that the violation was willful, plus pre-judgment interest and its costs and reasonable attorney's fees pursuant to 740 ILCS 10/7(2), for injunctive and other equitable relief pursuant to 740 ILCS 10/7, including relief enjoining PATRICK INDUSTRIES and its affiliates from continuing to monopolize or attempt to monopolize the Waterless P-traps Market, or other structural relief sufficient to restore competition in that market, and all other appropriate relief.

COUNT XIV
ILLINOIS ANTITRUST ACT—UNLAWFUL RESTRAINT OF TRADE (740 ILCS 10/3(2)) VS PATRICK INDUSTRIES
Merger Agreement With Lippert

265) SEAFLO realleges and incorporates by reference each of the paragraphs of this Complaint as though fully set forth herein.

266) PATRICK INDUSTRIES and Lippert are the two major suppliers and distributors of component products to recreational vehicle manufacturers in the United States. They are direct, horizontal competitors in those businesses. PATRICK INDUSTRIES and Lippert, and their affiliates, currently offer substantial overlapping product lines that compete directly with one another for sales and distribution to recreational vehicle manufacturers. Currently, they also have an incentive to supply high quality, low cost products that the other is not supplying. Suppliers and RV manufacturers attempt to play PATRICK INDUSTRIES and Lippert off of each other to get better pricing, better quality, and more choices, among other things.

267) On June 30, 2026, PATRICK INDUSTRIES and Lippert announced that they had entered into a definitive agreement to combine in an all-stock merger (the "Merger Agreement"),

subject to required regulatory approvals. As of the date of this filing, federal antitrust regulators are reviewing the proposed merger and have not yet provided regulatory approval.

268) The Merger Agreement is a "contract" and "combination" between two or more persons within the meaning of Section 3(2) of the Illinois Antitrust Act, 740 ILCS 10/3(2).

269) The relevant market for purposes of this Count is the relevant market alleged in Count XII (the market for the purchase, sale, and/or distribution of waterless P-traps designed for use in recreational vehicles, or in the alternative, of P-traps designed for use in recreational vehicles).

270) In addition, and separately, the relevant market for purposes of this Count is the market for the purchase, sale, and/or distribution of component products to recreational vehicle manufacturers (the "RV Components Market").

a) The products purchased, sold, and distributed in the RV Components Market have peculiar characteristics, specifications, requirements, and uses not shared by those outside the market.

b) Many products purchased, sold, and distributed in the RV Components Market require some form of third-party certification before they may be sold into the RV OEM channel, and certification requirements vary significantly in difficulty across different RV component categories. Those certification requirements operate as a barrier to entry across the RV Components Market, in addition to the scale, warehousing, and relationship barriers described below.

c) The products purchased, sold, and distributed in the RV Components Market serve a distinct set of customers who purchase the products for installation in RV production.

d) Pricing of products purchased, sold, and distributed in the RV Components Market are tracked and set separately from ordinary components and components purchased, sold, and distributed in other markets.

e) RV manufacturers who participate in the RV Components Market would not, in response to a small but significant price increase, acquire ordinary components available outside the RV Components Market. Nor would they switch to a distributor that operates outside the RV Components Market.

f) Consumers in the relevant market do not view products purchased, sold, and distributed outside the RV Components Market as a reasonable substitute for products purchased, sold, and distributed in the RV Components Market.

g) Companies and professionals in the industry do not view products purchased, sold, and distributed outside the RV Components Market as reasonable substitutes for products purchased, sold, and distributed in the RV Components Market. They view the different types of components as distinct product categories and not as a mere subset of a broader category.

h) The parties themselves do not view products purchased, sold, and distributed outside the RV Components Market as reasonable substitutes for products purchased, sold, and distributed in the RV Components Market. The parties themselves view them as distinct product categories and not as a mere subset of a broader category.

271) The relevant geographic market for this Count, for both the Waterless P-traps Market and the RV Components Market, is the United States.[4]

272) PATRICK INDUSTRIES and Lippert are the two largest participants in the RV Components Market. According to those knowledgeable about the industry, the proposed combination of PATRICK INDUSTRIES and Lippert would touch nearly every stage of RV assembly—from chassis systems and structural components to interior finishes and aftermarket parts. Industry insiders have estimated the combined company could supply well over half of the products and materials used in a typical recreational vehicle. Industry participants believe it will be impractical if not economically impossible to build RVs at scale without doing business with the combined entity, which will have control of the market for many RV components and distribution.

273) The customer base for the RV Components Market is itself highly concentrated. A small number of original equipment manufacturers account for a substantial share of RV production, purchasing, and distribution. This concentration on the customer side magnifies the anticompetitive effects of the merger.

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[4] In the alternative, the relevant geographic market is Northern Indiana, where the RV-related industry is concentrated.

274) The products and distribution services in the RV Components Market serve a distinct set of customers: recreational vehicle manufacturers. RV manufacturers do not view direct relationships with individual component manufacturers or distributors as a substitute for the products and distribution services PATRICK INDUSTRIES and Lippert provide.

275) A supplier or distributor seeking to serve RV manufacturers at scale cannot practically replicate the catalog of products available, distribution scale, warehousing network, and entrenched manufacturer relationships that PATRICK INDUSTRIES and Lippert have each developed over time. That scale and those relationships operate as a barrier to entry in the relevant markets. A further barrier exists because PATRICK INDUSTRIES and Lippert have consolidated manufacture and supply of many necessary RV components and prefer to purchase products from their own affiliates rather than from independent companies.

276) RV manufacturers would not, in response to a small but significant increase in the prices charged for RV component products supplied or distributed by PATRICK INDUSTRIES and Lippert, turn instead to direct relationships with individual component manufacturers or suppliers. Doing so would require RV manufacturers to replicate the sourcing, warehousing, and logistical functions that PATRICK INDUSTRIES and Lippert perform at scale—functions industry participants consider it impractical, if not economically impossible, to replicate.

277) PATRICK INDUSTRIES and Lippert view one another as direct, horizontal competitors in the RV Components Market, as reflected in their overlapping product lines and their head-to-head competition with regard to suppliers and RV manufacturers.

278) The Merger Agreement, if consummated, will foreclose competition between PATRICK INDUSTRIES and Lippert in a substantial share of the relevant markets and will give the combined company the vast majority of those markets. The elimination of that head-to-head

competition will permit the combined company to raise the prices and lower the quality of the component products for RV manufacturers, to the detriment of RV manufacturers and consumers. The probable effect of the merger is to substantially lessen competition and to tend to create a monopoly in the relevant markets, and that lessening of competition will continue unless remedied.

279) But for PATRICK INDUSTRIES's unlawful conduct, SEAFLO could have sold the Seaflo Product to other distributors, potentially including Lippert, and could have reached RV manufacturers. Combining PATRICK INDUSTRIES with Lippert eliminates a potential alternative distribution channel available to SEAFLO, as well as other suppliers.

280) The Chairman of the Senate Judiciary Subcommittee on Antitrust, Competition Policy, and Consumer Rights has raised antitrust concerns about the proposed combination, warning that the combination "raises significant antitrust concerns" and would create "a supplier of considerable scale across multiple component categories critical to RV manufacturers, which warrants close scrutiny."

281) The anticompetitive effects of the Merger Agreement, including the elimination of competition between the two largest suppliers and distributors of RV component products and the elimination of an alternative distribution channel for suppliers such as SEAFLO, outweigh any procompetitive justification. The cost savings PATRICK INDUSTRIES and Lippert have claimed for the transaction do not offset the harm to competition, to RV manufacturers, and to consumers in the relevant markets.

282) The Merger Agreement unreasonably restrains trade in the relevant markets in violation of Section 3(2) of the Illinois Antitrust Act, 740 ILCS 10/3(2).

283) Unless the merger is enjoined, SEAFLO will suffer injury in fact and antitrust injury as a direct and proximate result of PATRICK INDUSTRIES's unlawful conduct.

284) PATRICK INDUSTRIES's violation of the Illinois Antitrust Act was and is willful, entitling SEAFLO to treble damages pursuant to 740 ILCS 10/7(2), and SEAFLO is entitled to recover its costs and reasonable attorney's fees pursuant to 740 ILCS 10/7(2).

WHEREFORE, SEAFLO MARINE AND RV NORTH AMERICA, LLC prays for the entry of judgment against PATRICK INDUSTRIES for money damages in an amount to be proven at trial, such damages to be trebled pursuant to 740 ILCS 10/7(2) upon a finding that the violation was willful, plus pre-judgment interest and its costs and reasonable attorney's fees pursuant to 740 ILCS 10/7(2), for injunctive and other equitable relief pursuant to 740 ILCS 10/7, including relief enjoining consummation of the Merger Agreement or its operation in the relevant markets, or directing divestiture or other structural relief sufficient to restore competition in the relevant markets, and all other appropriate relief.

COUNT XV
ILLINOIS ANTITRUST ACT— MONOPOLIZATION AND ATTEMPTED MONOPOLIZATION (740 ILCS 10/3(3)) VS PATRICK INDUSTRIES
Merger Agreement With Lippert

285) SEAFLO realleges and incorporates by reference each of the paragraphs of this Complaint as though fully set forth herein.

286) At all relevant times, PATRICK INDUSTRIES, acting on its own and through its affiliates, possessed monopoly power in the relevant market alleged in Count XII, and PATRICK INDUSTRIES possesses, or upon consummation of the Merger Agreement will possess, monopoly power in the RV Components Market alleged in Count XIV.

287) By its own admission, PATRICK INDUSTRIES's strategy is to grow through strategic acquisitions and expansion into new product lines. PATRICK INDUSTRIES has spent more than $550 million on acquisitions since 2023 and has completed 65 acquisitions since 2017. As a result of those acquisitions, PATRICK INDUSTRIES has already consolidated supply of

many necessary RV components. The Merger Agreement is the culmination of that strategy: the acquisition of PATRICK INDUSTRIES's chief rival for the supply and distribution in the RV Components Market.

288) PATRICK INDUSTRIES willfully established, maintained and used, or attempted to establish, maintain and use, monopoly power in the relevant markets through exclusionary and predatory conduct, and not as a consequence of a superior product, business acumen, or historic accident, by entering into the Merger Agreement to acquire Lippert and thereby eliminate its chief rival, rather than competing with Lippert on the merits.

289) PATRICK INDUSTRIES and Lippert have competed vigorously against one another for the business of RV manufacturers and suppliers, including by offering incentives and favorable terms to induce them to select one company's products over the other's. Suppliers and RV manufacturers have benefited from that competition, and from their ability to play PATRICK INDUSTRIES and Lippert off of one another. If the Merger Agreement is consummated, PATRICK INDUSTRIES and Lippert will no longer compete against one another because they will be a single company. The elimination of that competition will deprive RV manufacturers and suppliers of their ability to play PATRICK INDUSTRIES and Lippert off of each other, resulting in higher prices, less favorable terms, and reduced choice. It will also deprive PATRICK INDUSTRIES and Lippert of the incentive to compete against each other in overlapping and non-overlapping categories, as they will be a single company.

290) The Merger Agreement raises the already substantial barriers to entry in the relevant markets alleged above. RV manufacturers prefer to purchase their component products, including waterless P-traps, through the major distributors and their affiliates. If the merger is approved, a

supplier seeking to reach RV manufacturers outside PATRICK INDUSTRIES's distribution channel would have no comparably effective alternative.

291) The Merger Agreement makes it increasingly unlikely that a comparably effective alternative distribution channel will emerge, further entrenching dependence on PATRICK INDUSTRIES for access to the relevant markets.

292) PATRICK INDUSTRIES's conduct was and is undertaken for the purpose of excluding competition in, and controlling, fixing and maintaining prices in, the relevant markets.

293) In the alternative, there is a dangerous probability that PATRICK INDUSTRIES will achieve monopoly power in the relevant markets, and PATRICK INDUSTRIES entered into the Merger Agreement with the specific intent to monopolize the relevant markets.

294) As a direct and proximate result of PATRICK INDUSTRIES's monopolization or attempted monopolization of the relevant markets, SEAFLO has suffered, and will suffer, antitrust injury and damages. Unless the Merger Agreement is enjoined, or other structural relief is ordered, competition in the relevant markets will be harmed. RV manufacturers and consumers will face higher prices, lower quality, and less choice.

295) PATRICK INDUSTRIES's violation of the Illinois Antitrust Act was and is willful, entitling SEAFLO to treble damages pursuant to 740 ILCS 10/7(2), and SEAFLO is entitled to recover its costs and reasonable attorney's fees pursuant to 740 ILCS 10/7(2).

WHEREFORE, SEAFLO MARINE AND RV NORTH AMERICA, LLC prays for the entry of judgment against PATRICK INDUSTRIES for money damages in an amount to be proven at trial, such damages to be trebled pursuant to 740 ILCS 10/7(2) upon a finding that the violation was willful, plus pre-judgment interest and its costs and reasonable attorney's fees pursuant to 740 ILCS 10/7(2), for injunctive and other equitable relief pursuant to 740 ILCS 10/7, including relief enjoining consummation of the Merger Agreement or its operation in the relevant markets, or directing divestiture or other structural relief sufficient to restore competition in the relevant markets, and all other appropriate relief.

SEAFLO MARINE AND RV NORTH AMERICA, LLC

By: */s/ Gabriel K. Gillett*
One of its Attorneys

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ggillett@jenner.com
jbisceglia@jenner.com

Counsel for Plaintiff

SUPREME COURT RULE 222 AFFIDAVIT

Pursuant to Supreme Court Rule 222, the undersigned, attorney for Plaintiff in the above entitled matter states that the total amount of damages sought exceeds $50,000.00.

/s/ Gabriel K. Gillett

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EXHIBIT 1

EXCLUSIVE DISTRIBUTOR AGREEMENT

This Exclusive Distributor Agreement ("Agreement") is made and effective on this, the 16th day of April, 2019 (the "Effective Date"), by and between **Seaflo Marine & RV North America, LLC**, an Illinois limited liability company having offices at 808 North Central Avenue, Unit A, Wood Dale, Illinois 60191 ("Company") and PATRICK DISTRIBUTION, a ______________ with its principal place of business at 1930 WEST LUSHER AVE, ELKHART, IN 46517, ("Distributor").

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Definitions.

As used herein, the following terms shall have the meanings set forth below:

(a) "Product" shall mean the drain valve and accessory fittings manufactured by the Company for use as original equipment in Recreational Vehicles and Manufactured Housing and described as Models WV2-1, WV2-2 and WV2-3, as may from time to time be modified by the Company.

(b) "Recreational Vehicle" shall mean a self-propelled or towable vehicle that includes living quarters for one or more persons.

(c) "Manufactured Housing" is defined in the United States Code of Federal records in 24 CFR § 3280.2.

(d) "Territory" shall mean manufacturers of and aftermarket channels specific to Recreational Vehicles and Manufactured Housing in the United States of America.

(e) "Other Terms and Conditions" shall mean all terms, conditions, limitations, and modifications as described in "Attachment A: Other Terms and Conditions" incorporated herein by reference.

2. Appointment.

Company hereby appoints Distributor as its exclusive distributor for the Product in the Territory. Distributor's sole authority shall be to solicit orders for the Product in the Territory in accordance with the terms of this Agreement. Distributor shall not have the authority to make any commitments whatsoever on behalf of Company.

3. Term.

EXHIBIT
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The term of this Agreement shall begin on the Effective Date and shall continue for a for a period of 60 months from such date, unless sooner terminated in accordance with this Agreement.

4. General Duties.

Distributor shall use its best efforts to promote the Product and maximize the sale of the Product in the Territory. Distributor shall also provide reasonable assistance to Company in promotional activities of Company with respect to the Product. Distributor shall also provide reasonable "after sale" support to Product purchasers and generally perform such sales-related activities as are reasonable to promote the Product and the goodwill of the Company in the Territory. Distributor shall neither advertise the Products outside the Territory nor solicit sales from purchasers located outside the Territory without the prior written consent of Company. Distributor's task is to solicit orders from all potential customers in the Territory.

5. Reserved Rights.

The Company reserves the right to exhibit, advertise, market, attend trade shows, and solicit orders directly from and sell directly to any end-users or other retail buyers within the Territory. Company further reserves the right to enter into any agreements, partnerships, associations, joint ventures, contracts, or other business relationships with manufacturers, suppliers, or other parties. Any sales of Product made directly by the Company in the Territory will be credited and attributed to the Distributor, and such sales will count towards any quarterly or annual minimum sales quotas established for Distributor in this Agreement.

6. Conflict of Interest.

During the term of this Agreement, neither Distributor or any entity controlled by or under common control with Distributor will represent or promote, design, manufacture or distribute, any lines or products that compete with the Product. During the term of this Agreement, Distributor shall not represent, promote or otherwise try to sell within the Territory any lines or products that, in Company's judgment, compete with the Product covered by this Agreement. Distributor shall provide Company with a list of the companies and products that it currently represents.

7. Independent Contractor.

Distributor is an independent contractor, and nothing contained in this Agreement shall be construed to (a) give either party the power to direct and control the day-to-day activities of the other; (b) constitute the parties as partners, joint venturers, co-owners or otherwise; or (c) allow Distributor to create or assume any obligation on behalf of

Company for any purpose. Distributor is not an employee of Company and is not entitled to any employee benefits. Distributor shall be responsible for paying all income taxes and other taxes charged to Distributor on amounts earned hereunder. All financial and other obligations associated with Distributor's business are the sole responsibility of Distributor.

8. Purchases and Sale of the Product.

(a) Sale of the Product. Company agrees to sell to Distributor and Distributor agrees to purchase from Company the Product, subject to the terms and conditions as referred to in "Attachment A: Terms and Conditions of Sale of Products" incorporated herein by reference.

(b) Orders. All orders for the Product shall be submitted to Company in writing by email or regular postal mail sent to the attention of the sales manager. All orders received shall be verified by email sent by the sales manager.

9. Inquiries from Outside the Territory.

Distributor shall promptly submit to Company, for Company's attention and handling, all inquiries received by Distributor from customers outside the Territory. All inquiries shall be submitted to Company by email within five business days.

10. Product Warranty.

Any warranty for the Product shall run directly from Distributor to the purchaser of the Product. Pursuant to any such warranty, the purchaser shall contact Distributor directly to arrange for repair, return or replacement of any allegedly defective Product. Distributor shall have sole authority to deal with customers regarding any such warrantable repairs, returns or replacement. Upon receipt of any such warrantable products, Distributor shall separately contact Company to arrange for return or credit of defective products. The determination of defect and replacement or credit for these products shall be made at the sole discretion of the Company. The warranty period shall be 4 years from the date of retail sale, not to exceed 5 years, and shall cover manufacturing defects only. Products installed incorrectly, used in an unintended manner, or otherwise damaged in use or installation shall not be covered by this warranty.

11. Product Availability.

Company shall use its reasonable best efforts to timely fill orders submitted by Distributor. Company shall promptly notify Distributor of any known or anticipated delays in filling new or previously entered orders and the estimated duration of any delays so that Distributor may fairly represent this information to existing or potential customers. Under no circumstances shall Company be responsible to Distributor or anyone else for a failure or delay by the Company to fill accepted orders, when such failure or delay is due to strike, accident, labor trouble, acts of nature, freight embargo, war, civil disturbance, vendor problems, or any cause beyond Company's reasonable control.

12. Additional Responsibilities of Distributor.

(a) Expense of Doing Business. Distributor shall bear the entire cost and expense of conducting its business in accordance with the terms of this Agreement.

(b) Facilities. Distributor shall provide for itself, at its sole cost and expense, (i) such facilities, employees and business organization; and (ii) such permits, licenses, and other forms of authorization from governmental or regulatory agencies as are necessary for the conduct of Distributor's business operations in accordance with this Agreement.

(c) Promotion of the Product. Distributor shall, at its own expense, vigorously promote the sale of and stimulate demand for the Product within the Territory by direct solicitation. In no event shall Distributor make any representation, guarantee or warranty concerning the Product except as expressly authorized by Company.

(d) Customer Service. Distributor shall diligently assist customers' personnel in use of the Product and shall perform such additional customer services as good salesmanship requires and as Company may reasonably request.

(e) Advice of Changes. Distributor shall promptly advise Company of any changes in Distributor's status, organization, personnel and similar matters; any changes in the key personnel, organization, and status of any major customers of Distributor in the Territory; and any political, financial, legislative, industrial or other conditions or events in the Territory that could affect the business interests of Distributor or Company, whether harmful or beneficial.

(f) New Developments. Distributor shall inform the Company of new product developments that are competitive with the Product and other market information and competitive information as discovered from time to time.

(g) Books and Records. Distributor shall also maintain a record of any customer complaints regarding either the Product or the Company and promptly forward to Company the information regarding such complaints.

13. Additional Obligations of Company.

(a) Assistance in Promotion. Company shall provide Distributor with marketing and technical information concerning the Product, including samples of brochures, instructional materials, advertising literature and other Product data in the English language. Distributor shall be responsible, at its sole cost and expense, for translating these materials to other languages.

(b) Assistance with Technical Problems. Company shall assist Distributor and purchasers of the Product in all ways deemed reasonable by Company in the solution of any technical problems relating to the function and use of the Product.

(c) Distribution Support. HepvO is a competitive IAPMO certified product with Product. In the event that HepvO's appointed distributor in the RV/MH channel shall reduce the unit cost of an IAPMO certified HepvO in the Territory below the then-current unit cost of Product as set forth in Attachment A to this Agreement, Company shall discount the unit cost of the Product to match the unit cost of HepvO, up to a maximum discount equal to 20% of the unit cost stated herein for future orders.

14. Trademarks and Trade Names.

(a) Use. During the term of this Agreement, Distributor shall have the right to indicate to the public that it is an authorized distributor of Company's Product and to advertise within the Territory such Product under the trademarks, service marks, and trade names that Company may adopt from time to time ("Company's Trademarks"). Nothing herein shall grant Distributor any right, title or interest in or to Company's Trademarks. At no time during the term of this Agreement, or at any time thereafter, shall Distributor challenge or assist others in challenging Company's Trademarks or the registration thereof or attempt to register any trademark, service mark or trade name confusingly similar to those of Company. Company shall indemnify Distributor for all use of Company's Trademarks in accordance with this Agreement.

(b) Approval of Representations. All presentations of Company's Trademarks that Distributor intends to use shall first be submitted to Company for written approval (which shall not be unreasonably delayed or withheld) of design, color, and other details or shall be exact copies of those used by Company.

15. Termination.

(a) Termination for Breach. If either party shall fail in the performance of any material term or condition of this Agreement, then the non-breaching party may give written notice to the breaching party and if the breach is not cured within 30 days following such notice, the Agreement shall terminate without further notice to the breaching party.

(b) Review. Distributor has the right to terminate this agreement within 10 days of execution if the Product is demonstrably shown to be unfit for RV use by a third party.

(c) Termination for Insolvency. Either party shall have the option to terminate this Agreement upon notice, (i) upon the institution of action against the other party for insolvency, receivership or bankruptcy, or any other proceedings for the settlement of other such other party's debts; (ii) upon the other party's making an assignment for the benefit of creditors; or (iii) upon initiation of proceedings to dissolve or terminate the existence of the other party.

(d) Return of Materials. All of Company's trademarks, trade names, patents, copyrights, designs, drawings, formulas, or other data; photographs, demonstrators, literature and sales aids of every kind shall remain the property of Company. Within 30 days after termination of this Agreement, Distributor shall return all such materials to Company at Distributor's expense. Distributor shall not make or retain copies of any materials or confidential items that may have been entrusted to it. Effective upon the termination of this Agreement, Distributor shall cease to use all trademarks, service marks, and trade names of Company.

16. Limitation of Liability.

Except as otherwise set forth herein, in the event of the termination of this Agreement by either party in accordance with the terms of this Agreement, neither party shall be liable to the other for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investment, leases or commitments in connection with the business or goodwill of Company or Distributor, except for amounts due and payable prior to the effective date of termination.

17. Export Law.

Distributor acknowledges and agrees that the Product may be subject to export restrictions and controls. Distributor agrees and certifies that neither the Product nor any component thereof is or will be acquired, shipped, transferred, exported or re-exported, directly or indirectly, into any country in violation of export restrictions and controls. Distributor bears all responsibility for export law compliance. Without limiting the generality of the foregoing, Distributor hereby expressly agrees that, without the prior written authorization of Company and the United States Government, Distributor will not, and will cause its representatives to agree not to, export, re-export, divert or transfer any Product to any destination, company or person in violation of U.S. Export Administration Regulations or other export control laws and regulations. Distributor shall make its records available to Company, at Company's request, in order to permit Company to confirm Distributor's compliance with its obligations as set forth in this Section 19. Distributor will indemnify Company against all claims arising out of or in connection with export of the Product by Distributor.

18. Confidentiality.

Distributor acknowledges that by reason of its relationship to Company hereunder it will have access to certain information and materials concerning Company's business plans, customers, technology, and products that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. Distributor agrees that it shall not disclose to any third party, any such confidential information revealed to it by Company. Distributor shall treat all such information as confidential in nature. Upon specific request, Company shall advise Distributor whether or not it considers any particular information or materials to be confidential. Distributor shall not publish any technical description of the Products beyond the description published by Company. In the event of termination of this Agreement, there shall be no use or disclosure by Distributor of any confidential information of Company, and Distributor shall not manufacture or have manufactured any devices, components or assemblies utilizing Company's patents, inventions, copyrights, know-how or trade secrets.

19. Notice.

All notices required or permitted by this agreement shall be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized overnight delivery service. Notices shall be made as follows:

If to Company:

Seaflo Marine & RV North America, LLC
808 North Central Avenue
Unit A
Wood Dale, Illinois 60191
Attn: John Z. Kozowski

If to Distributor:

____
____
____
____
____

20. Assignment.

Neither party may assign its rights or obligations under this Agreement to any other party without the express, prior written consent of the other; provided, however, that Company may assign its rights and duties hereunder in connection with a merger, consolidation, spin-off, corporate reorganization, acquisition or sale of all or substantially all of the assets of the Company without obtaining prior written consent. This Agreement shall be binding upon and inure to any successors or assigns of the parties.

21. Attorney's Fees.

Should any action be brought by either party to enforce any term or condition of this Agreement, the prevailing party, whether by settlement, adjudication or arbitration, shall have the right to collect reasonable attorneys' fees, expenses and costs from the non-prevailing party.

22. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed according to the laws of the State of Illinois, without regard to the conflicts of laws principles of such state. Jurisdiction shall be proper in the state or federal courts of Illinois. If the parties agree to alternate dispute resolution (ADR), such ADR will be held in Wood Dale, Illinois, before a single arbitrator and be governed by the rules and procedures of the American Arbitration Association. Judgment on any award by the arbitrator may be entered in any court of competent jurisdiction.

23. Waiver.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance of the same or any other provision of this Agreement.

24. Severability.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any court or body of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited. However, the invalidity or limitation of any such provision shall not affect the validity of the remaining provisions.

25. Section Headings.

The section headings used in this Agreement are inserted for the purpose of convenience only and shall not be construed to limit or extend any provision hereof.

26. Entire Agreement.

This Agreement, together with any attachments or addendums, constitute the entire agreement between Company and Distributor with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect to the subject matters contained herein. This Agreement shall not be amended, altered or changed except by a written agreement signed by both parties.

The below signed parties hereby acknowledge that they have read and understand the entire Agreement; that they have authority to enter this Agreement on behalf of their respective organizations; and that they have freely and voluntarily executed this Agreement as of the day and year first written above.

SEAFLO MARINE & RV NORTH AMERICA, LLC

By: Zach Brissi 04/16/2019

Distributor:

PATRICK DISTRIBUTION

By: [signature] 04/16/2019

Attachment A
Terms and Conditions of Sale of Product

Shipping and delivery timing - Company shall determine a "ship by" date separately for each order received from Distributor. Company shall be responsible for shipping the order no later than the "ship by" date for each order received. "Ship by" date shall mean the date Company shall schedule ordered Product for pick-up at Company's warehouse in Wood Dale, IL. Shipping is EXW Company's warehouse in Wood Dale, IL.

Custody transfer and timing - at Company's warehouse in Wood Dale, IL upon pick-up by Distributor's shipping company.

Delivery method and terms - best method as determined by Distributor. Distributor is responsible for all shipping and handling costs including but not limited to costs required to deliver product to Distributor.

Payment terms - Payment terms 2% 10th/25th prox for domestic purchases.

Initial order - Distributor agrees to purchase an initial order of 30,000 units of the Product ~~upon~~ WITHIN 15 DAYS OF the signing of this agreement. CM

Minimum order quantity - Distributor must order no less than 10,000 units of the Product in each purchase order.

Minimum sales to maintain Exclusivity - Distributor must purchase a minimum of 100,000 units the Product in each year of the term. Subcomponents of Product are priced as following, unless discounted by the terms in Section 14(c): WV2-1 costs \$5.80, WV2-2 costs \$0.99, and WV2-3 costs \$0.99. In the event that Distributor shall fail to meet this minimum, the Company may, at its option, (a) terminate Distributor's exclusivity under this Agreement; or (b) terminate this Agreement in its entirety.

Packaging - default packaging is bulk packaging for OEM use. Retail blister packaging can be provided for an extra cost of \$1.00 per unit.

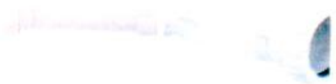
EXHIBIT 2

SeaFlo USA
Pumps, Blowers, Bilges and more
Call Us Free: (844)-4-SEAFLO

- Home
- About Us
- News
- Catalog
- Our Products
- FAQ & How-To
- Contact Us
- Become a Dealer
- Our Authorized Dealers

--- Navigation ---

SEAFLO Waterless Waste Valve



SEAFLO Waterless Waste Valve.

Meet SEAFLO's brand new PVC Waste Valve. With a new and improved patent pending design, you can say goodbye to your old P-trap valves. A unique internal membrane creates an airtight seal between the cabin and the black water tank, all while being waterless. This design takes up less room while also preventing smells, odors, and musk from seeping back up. Unlike the competition, this waste valve can be oriented vertically or horizontally to save space.

The internals are composed of high-grade EPDM seals which are resistant to water, oil, and other common substances that will be passing through. In addition to the robust internals, the PVC construction provides added durability, strength, and resistance to corrosion, mild chemicals, and substances.

SKU: SFWV1-01 Categories: Marine & RV Equipment, PVC Waste Valve

Description **Product Documents** **Reviews (0)**

EXHIBIT
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Description

Features & Benefits

- Easily replaces old P-Traps
- Vertical mounting saves space

Details

- PVC construction
- EPDM Internals
- Vertically mounted
- Outperforms the competition

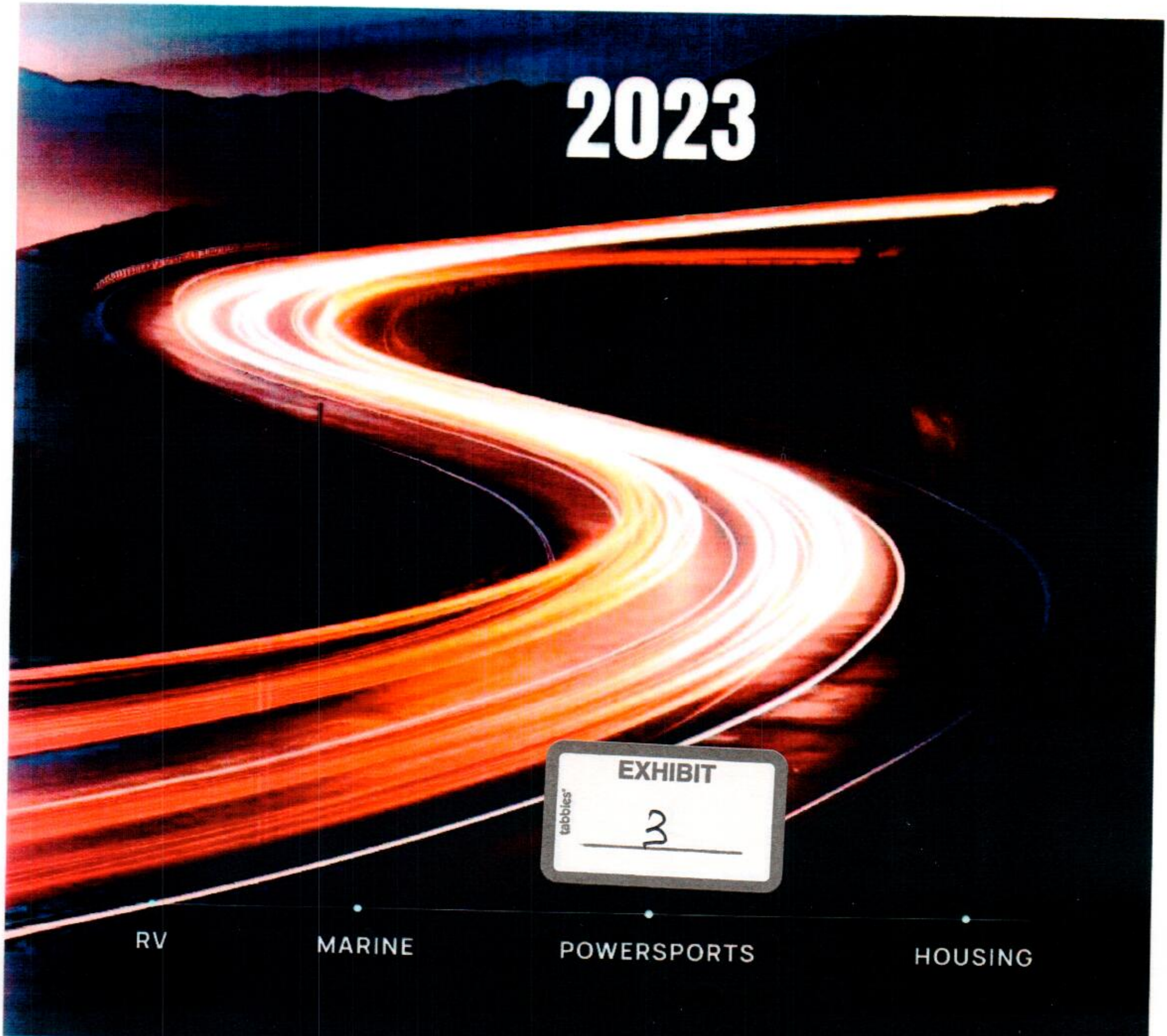
Technical specifications

Model: SFWV1-01
Inlet: 1-1/2" Thread
Outlet: 1-1/2" Thread / 1-1/2" Slip Joint
Mounting Direction: Vertical or Horizontal

EXHIBIT 3

PATRICK

Annual Report



Company Profile

240+

Manufacturing & Distribution Centers in the U.S.

Also in:
Canada
China
Mexico

Patrick is a leading component solutions provider serving the RV, Marine, Powersports and Housing markets. Since 1959, Patrick has empowered manufacturers and outdoor enthusiasts to achieve next-level recreation experiences. Our customer-focused approach brings together design, manufacturing, distribution, and transportation in a full solutions model that defines us as a trusted partner and supplier of choice. Patrick is home to more than 85 leading brands, all united by a commitment to quality, customer service, and innovation. Headquartered in Elkhart, IN, Patrick employs approximately 10,000 skilled team members throughout the United States. For more information on Patrick, our brands, and products, please visit www.patrickind.com

Indiana

Adorn
AIA
Alpha Systems
AMC/MSM
Betterway
BH Electronics
Cana Cabinetry
Carrerra Paint
Charleston
Collins & Company
Creative Wood Designs
Dehco
Dowco
Foremost
Frontline Manufacturing
Fusion Wood Products
Gravure Ink
Indiana Marine Products
Indiana Transport
Interior Composites Plus
KRA International
LaSalle Bristol*
LS Manufacturing
Maple City Woodworking
Medallion Plastics
Middlebury Hardwoods
Millennium Paint
Nickell Moulding
Parkland Plastics
Patrick Distribution*
Patrick Marine Transportation
Precision Painting
Premier Concepts
Premium Painting
Revel
SEI Manufacturing
Sigma Wire
Structural Composites of Indiana
Synergy RV Transport
The Studio
Transhield
Tumacs Covers
Williamsburg Furniture
Wire Design

Tennessee

BH Electronics
Fishmaster
Florida Marine Tanks
Great Lakes Boat Top
Marine Accessories Corporation
Metal Moulding
Monster Tower
Turboswing
Westland

Pennsylvania

Adorn
Tumacs Covers

North Carolina

Florida Marine Tanks

South Carolina

EM&C
GG Schmitt & Sons
TACO Marine

Idaho

Decor
Indiana Transport

Washington

Sea-Dog Line
SeaLect Plastics
Topline Counters

Colorado

Front Range Stone

Missouri

Betterway
Dowco
Marine Electrical Products

Mississippi

AIA
Baymont

California

All Counties Glass
Fresno Shower Door
LMI

Minnesota

Sportech

Illinois

Geremarie
Gravure Ink

Alabama

Baymont
Custom Vinyls
Indiana Transport
Ubique Technologies

Oregon

Decor
Dehco

Arizona

Custom Vinyls
Rockford Fosgate

Wisconsin

Dowco

Michigan

Inland Plywood
North American Forest Products
North American Moulding
Patrick Marine Transportation
Tumacs Covers
Progressive Group*

Georgia

Betterway
BH Electronics
Cana Cabinetry
Coyote Manufacturing
Marine Accessories Corporation
XTCron

Nevada

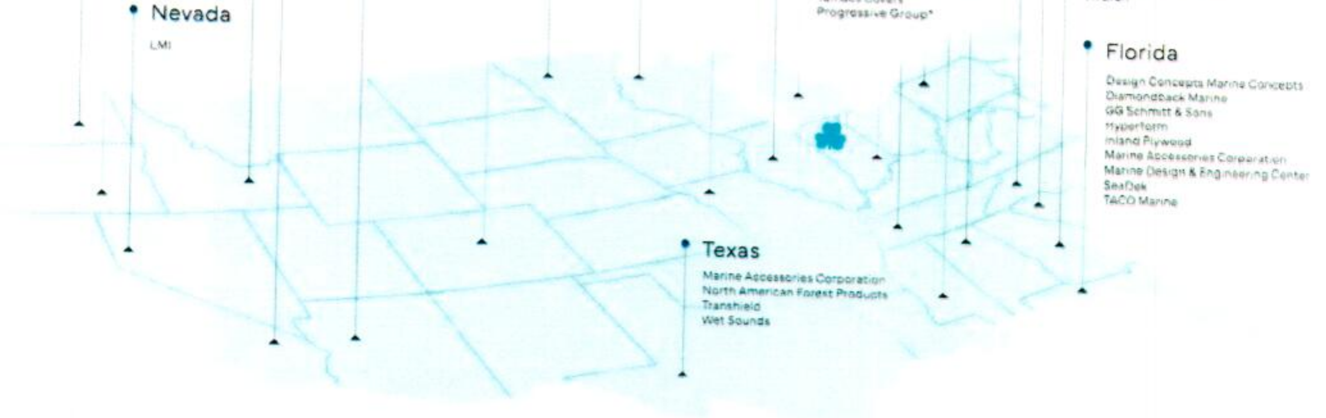
LMI

Florida

Design Concepts Marine Concepts
Diamondback Marine
GG Schmitt & Sons
Hyperform
Inland Plywood
Marine Accessories Corporation
Marine Design & Engineering Center
SeaDek
TACO Marine

Texas

Marine Accessories Corporation
North American Forest Products
Transhield
Wet Sounds



* Additional distribution centers across the U.S.: LaSalle Bristol: Alabama, California, Florida, Georgia, Idaho, Minnesota, North Carolina, Oregon, Pennsylvania, Tennessee, Texas. Patrick Distribution: Alabama, California, Georgia, Oregon, Texas. The Progressive Group: Arizona, Colorado, Florida, Georgia, Kansas, Utah.

PATRICK

Exhibit 21

PATRICK INDUSTRIES, INC.

SUBSIDIARIES OF THE REGISTRANT

Company	State or Country of Incorporation
Adorn Holdings, Inc.	Delaware
All Counties Glass, Inc.	California
All State Glass, Inc.	California
Anything Boating, LLC	Tennessee
Arran Isle, Inc.	Indiana
Bathroom & Closet, LLC	Nevada
Bristolpipe, LLC	Indiana
Dehco, Inc.	Indiana
Dowco, Inc.	Wisconsin
Dura Shower Enclosures Co., Ltd	China
Fresno Shower Door, Inc.	California
Front Range Stone, Inc.	Colorado
Geremarie Corporation	Illinois
G.G Schmitt & Sons, Inc.	Pennsylvania
Great Lakes Boat Top, LLC	Delaware
Heywood Williams USA, LLC	Indiana
Highland Lakes Acquisition, LLC	Delaware
Hyperform, Inc. Seadek Marine Products	Florida
Inland Plywood Company	Michigan
Katalyst Industries LLC	Texas
KLS Doors, LLC	California
Larry Methvin Installations, Inc.	California
LaSalle Bristol Corporation	Indiana
LaSalle Bristol, LLC	Delaware
LaSalle Bristol, LP	Indiana
Madrona Stone, LLC	Washington
Marine Accessories Corporation	Arizona
Marine Accessories Europe B.V.	The Netherlands

EXHIBIT 4

PATRICK

About Us

EXHIBIT
tabbies
4

SUBSCRIBE TO OUR CHANNEL

PATRICK

Patrick Distribution, a division of Patrick Industries, is a major OEM component supplier to the Recreational Vehicle, Utility Vehicle, Manufactured Housing, and Marine Industries.

What we do:

We concentrate on building long-term relationships with our customers, focusing not only on immediate solutions but long-term planning. Our sales reps, designers, buyers, and product managers ask the questions and have the conversations necessary to ensure we have your individual needs met.

What we supply:

Our constantly evolving product offering includes:

- Electrical Components
- Wire
- Lighting
- Plumbing
- Flooring
- Safety
- Building Materials

Click here to view our product line card

Why Patrick Distribution:

Our *new* **227,000 square foot facility** in *Elkhart, IN* and multiple other branch

SUBSCRIBE TO OUR CHANNEL

PATRICK

troubleshooting.

Our Product Managers help with design, innovations, and product training.

The Studio:

As a division of Patrick Industries, we have our design center, "The Studio," available for all customers. The Studio is Patrick Industries' all-inclusive Design Center and Showroom, presenting the latest design trends and products, and providing a creative environment for our customers to design, create, and enhance their brands. It is a one-stop shop that showcases the many products, capabilities, and services offered by Patrick Distribution along with all of the other Patrick business units.

At Patrick Distribution we focus on "old fashioned values, with innovative ideas."

CATEGORIES

SUBSCRIBE TO OUR CHANNEL

PATRICK

EXHIBIT 5

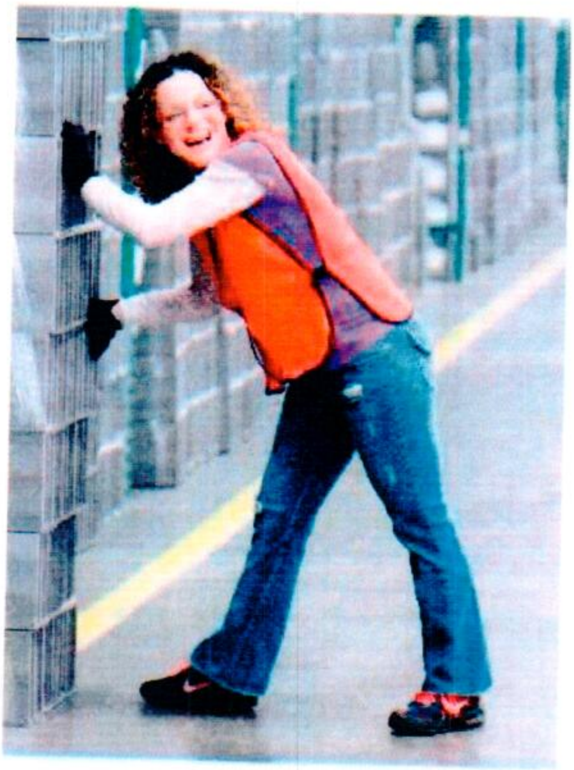
LaSalle Bristol®

About Us

EXHIBIT
5

OUR MISSION

To provide products and services that help our customers make homes and vacations affordable, comfortable and reliable for families across the United States and Canada.



WHO WE ARE

LaSalle Bristol is a wholesale distributor based out of Elkhart, Indiana serving the Recreation Vehicle and Factory Built Housing industries. With 70 years of experience in our markets our success is based on differentiation through Service, Innovation and People. With 1.1 million square feet of warehouse space, we are able to effectively serve our markets by maintaining a large national footprint with 14 facilities strategically located in close proximity to our customers.

LSB is uniquely capable of providing just-in-time inventory to our OEM customers, as we are not "just" a distributor. We manufacture plumbing, air-systems, and decorative products in our US manufacturing plants, supplementing our offering with worldwide manufacturing of our brands made to our stringent specifications. Finally, we also distribute some of the finest national brands in the industry – all stocked locally available for your manufacturing plants.

PASSIONATE

We are passionate about winning business and providing the best service in the industry.

COMMITTED

We are committed to continuously improving our products and processes so that we can significantly impact the industries we serve.

RESPECTFUL

We will be consistently respectful of ourselves, our fellow employees, our vendors and our customers. Always.

ACCOUNTABLE

We are willing to take responsibility for our actions and results, as well as keep the promises and commitments we make to others.

Business Hours

Monday - Friday: 8AM to 5PM
Saturday: Closed
Sunday: Closed

Contact Us

6[illegible] County Road 17
Elkhart, IN 46516
(574) 295-8400
(800) 718-7187

EXHIBIT 6

(https://inbiz.in.gov)

IN.gov

Print Entity Details

Business Details

Business Name:	**PATRICK INDUSTRIES, INC.**
Entity Type:	**Domestic For-Profit Corporation**
Creation Date:	**01/03/1961**
Principal Office Address:	**107 W. FRANKLIN ST, Elkhart, IN, 46516, USA**
Jurisdiction of Formation:	**Indiana**
Business ID:	**194321-004**
Business Status:	**Active**
Inactive Date:	
Expiration Date:	**Perpetual**
Business Entity Report Due Date:	**01/31/2025**
Years Due:	

Governing Person Information

Title	Name	Address
Director	Joseph M. Cerulli	107 W. Franklin Street, Elkhart, IN, 46516, USA
Director	Andy L. Nemeth	107 W. Franklin Street, Elkhart, IN, 46516, USA
Chairman	Todd M. Cleveland	107 W. Franklin Street, Elkhart, IN, 46516, USA
Director	John A. Forbes	107 W. FRANKLIN STREET, Elkhart, IN, 46515 - 0638, USA
Treasurer	Matthew S. Filer	107 W Franklin St, Elkhart, IN, 46516, USA

< Previous ... 1 2 3 ... Next > **Page 1 of 3, records 1 to 5 of 12** Go to Page

Registered Agent Information

Type: **Business Commercial Registered Agent**

Name: **C T CORPORATION SYSTEM**

Address: **334 North Senate Avenue, Indianapolis, IN, 46204, USA**

Back Return to Search Filing History Name History Assumed Name History

Certified Copies Request

tabbies EXHIBIT 6

(https://inbiz.in.gov)

Print Entity Details

Business Details

Business Name: **PATRICK INDUSTRIES, INC.**

Entity Type: **Domestic For-Profit Corporation**

Creation Date: **01/03/1961**

Principal Office Address: **107 W. FRANKLIN ST, Elkhart, IN, 46516, USA**

Jurisdiction of Formation: **Indiana**

Business ID: **194321-004**

Business Status: **Active**

Inactive Date:

Expiration Date: **Perpetual**

Business Entity Report Due Date: **01/31/2025**

Years Due:

Governing Person Information

Title	Name	Address
Secretary	Joel D Duthie	107 W. Franklin Street, Elkhart, IN, 46516, USA
Director	Michael A. Kitson	107 W. Franklin Street, Elkhart, IN, 46516, USA
Director	Pamela R. Klyn	107 W. FRANKLIN STREET, Elkhart, IN, 46516, USA
Director	Derrick B. Mayes	107 W. FRANKLIN STREET,, Elkhart, IN, 46516, USA
President	Andy L. Nemeth	107 W. FRANKLIN STREET, Elkhart, IN, 46516, USA

< Previous ... 1 2 3 ... Next > **Page 2 of 3, records 6 to 10 of 12** Go to Page

Registered Agent Information

Type: **Business Commercial Registered Agent**

Name: **C T CORPORATION SYSTEM**

Address: **334 North Senate Avenue, Indianapolis, IN, 46204, USA**

Back Return to Search Filing History Name History Assumed Name History

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EXHIBIT 7

Business Details

Business Name:	**LASALLE BRISTOL CORPORATION**
Business ID:	**198101-232**
Entity Type:	**Domestic For-Profit Corporation**
Business Status:	**Active**
Creation Date:	**01/09/1981**
Inactive Date:	
Principal Office Address:	**107 W Franklin St, Elkhart, IN, 46516, USA**
Expiration Date:	**Perpetual**
Jurisdiction of Formation:	**Indiana**
Business Entity Report Due Date:	**01/31/2025**
Years Due:	

Governing Person Information

Title	Name	Address
Treasurer	Matthew S. Filer	107 W Franklin St, Elkhart, IN, 46516, USA
President	Andy L. Nemeth	107 W. Franklin, Elkhart, IN, 46515, USA
Director	Andy L. Nemeth	107 W Franklin St, Elkhart, IN, 46515, USA
Secretary	Joel D. Duthie	107 W. FRANKLIN STREET, Elkhart, IN, 46515, USA
Director	Joel D. Duthie	107 W Franklin St, Elkhart, IN, 46516, USA

Page 1 of 1, records 1 to 5 of 5

Registered Agent Information

Type: **Business Commercial Registered Agent**

Name: **C T CORPORATION SYSTEM**

Address: **334 North Senate Avenue, Indianapolis, IN, 46204, USA**

Back Return to Search Filing History Name History Assumed Name History

Certified Copies Request

tabbies EXHIBIT 7

EXHIBIT 8

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused
this report to be signed on its behalf by the undersigned, thereunto duly authorized

PATRICK INDUSTRIES, INC.

Date: February 29, 2024 By: /s/ Andy L. Nemeth
Andy L. Nemeth
Chief Executive Officer

Pursuant to the Requirements of the Securities Exchange Act of 1934, this report has been signed below by the following
persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature Title Date

/s/ Andy L. Nemeth Chief Executive Officer February 29, 2024
Andy L. Nemeth (Principal Executive Officer)
Director
/s/ Matthew S. Filer Interim Executive Vice President Finance, February 29, 2024
Matthew S. Filer Chief Financial Officer and Treasurer
(Principal Financial and Accounting Officer)
/s/ Joseph M. Cerulli Director February 29, 2024
Joseph M. Cerulli
/s/ Todd M. Cleveland Chairman of the Board February 29, 2024
Todd M. Cleveland
/s/ John A. Forbes Director February 29, 2024
John A. Forbes
/s/ Michael A. Kitson Director February 29, 2024
Michael A. Kitson
/s/ Pamela R. Klyn Director February 29, 2024
Pamela R. Klyn
/s/ Derrick B. Mayes Director February 29, 2024
Derrick B. Mayes
/s/ Denis G. Suggs Director February 29, 2024
Denis G. Suggs
/s/ M. Scott Welch Lead Independent Director February 29, 2024
M. Scott Welch

EXHIBIT 9

UTOPIA

UniGuard®

The Low-Profile, Waterless Drain Valve System

EXHIBIT
9
tabbies

SUPERIOR PERFORMANCE & QUALITY, INSIDE AND OUT.

Utopia® UniGuard®, is a low-profile, waterless sanitary waste drain valve that utilizes a specially designed, self-sealing Silicone rubber bladder to guard against and help prevent the escape of foul odors into the living spaces of recreational vehicles.

The self-sealing valve opens from the water pressure of a draining fixture and closes to form an air-tight seal after the water has drained.

Utopia UniGuard can be used for the following RV applications:

- Kitchen sinks
- Lavatory sinks
- Showers
- Bathtubs
- Washing machine discharge
- Dishwashers

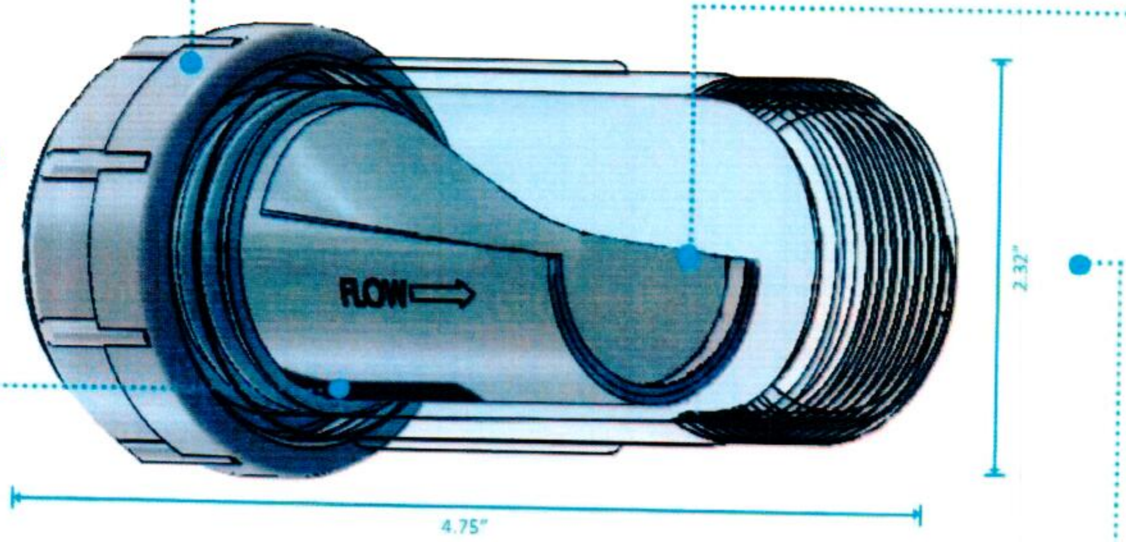
QUALITY FEATURES INCLUDE

Improved Flow Capacity
Larger Opening for up to 10% more flow compared to competitive waterless valves. Drains faster and helps prevent clogs.

Designed to be installed in any vertical or horizontal orientation
Makes installation faster and easier without the risk of valve malfunction.

Innovative Self- Sealing Silicone Bladder
Prevents and guards against the escape of foul odors of the drainage system. Even after long periods of non-use.

Quiet Operation
No gurgling sounds.



Exclusive Inner Guard
Helps prevent the silicone bladder from inverting during reverse flood testing.

National Pipe Standard Thread
Meets American National Standard Pipe Thread standards, insuring a leak-free fit.

Compact Design
Over 30% more compact than competitive waterless drain valves - ideal for installation in tight spaces and confined areas.

NO P-TRAP, NO STINK

Standard water seal P-traps in recreational vehicles can allow odors to escape if the water seal evaporates after long periods of non-use or can crack from freezing during cold temperatures.

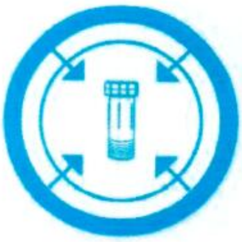
Utopia UniGuard is a waterless sanitary waste drain valve specifically designed to replace the standard water seal P-traps and successfully perform in RV applications.

Unlike standard water seal P-traps, UniGuard utilizes an exclusive, specially designed, self-sealing Silicone rubber bladder that forms a dry seal to guard against and help prevent the escape of foul odors from the RV drainage system.

The low-profile, compact design of the UniGuard valve also makes it an ideal solution for RV installations in tight and confined areas such as a shower floor, in a cabinet under a sink or in use with an outside kitchen sink where living space is a premium.

Self-Sealing Silicone Bladder

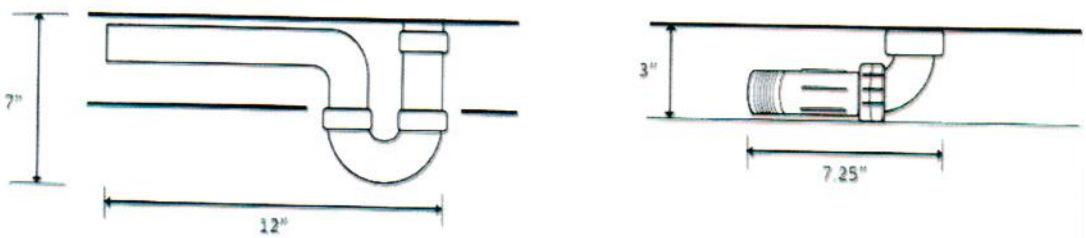
Unlike standard water seal P-Traps, UniGuard has an innovative silicone bladder that prevents and guards against the escape of foul odors of the drainage system even after long periods of non-use.



Compact Design

Utopia UniGuard's compact design allows for installation in tight places where standard P-traps are not viable. UniGuard can be installed in any orientation (in the proper flow direction) without negatively affecting performance.

Space Usage Comparison : Standard Water Seal P-Trap vs. Utopia UniGuard



UTOPIA UNIGUARD VS. THE COMPETITION

The Utopia® UniGuard® was designed and engineered with the recreational vehicle OEM and end consumer in mind. UniGuard is about **30%** more compact than competitive waterless valves. This makes UniGuard easier to install and provides more valuable living space where it's needed in showers, in cabinets under sinks, etc.

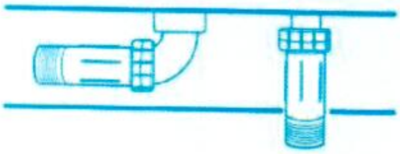
The innovative design of the UniGuard allows the valve to be installed in any vertical or horizontal orientation (in the proper flow direction) without the risk and inconvenience of the valve malfunctioning.

In addition, the specially designed Inner Retaining Guard found exclusively on the UniGuard valve helps prevent the Silicone rubber bladder from inverting during reverse flood testing. This unique feature prevents malfunctioning of the valve which can occur with competitive waterless valves.

UTOPIA UNIGUARD	COMPETITIVE WATERLESS VALVES

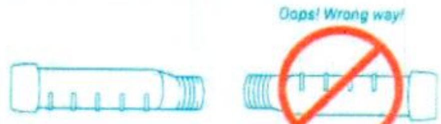
Worry-free Installation

UTOPIA UNIGUARD



Designed to be installed in any vertical or horizontal orientation for ease of installation.

COMPETITIVE WATERLESS VALVES



Design requires specific orientation for horizontal installation.

Inner Guard Protection

UTOPIA UNIGUARD

Inner Guard

Found Exclusively on the UniGuard valve. Helps prevent the interior silicone bladder from inverting during reverse flood testing.

COMPETITIVE WATERLESS VALVES

No Inner Guard

Reverse flood testing could invert interior bladder of competitive valves causing the product to malfunction

Compact Design

UTOPIA UNIGUARD

30%

More Compact

Allowing for easier installation in tight spaces.

COMPETITIVE WATERLESS VALVES

Limited installation due to larger size.

Efficiency

UTOPIA UNIGUARD

10%

Larger Bladder Opening

Allows for faster flow and less chance for clogging.

COMPETITIVE WATERLESS VALVES

Lower flow capacity and higher chance of clogging.

UTOPIA
UniGuard®

The Low-Profile, Waterless Drain Valve System

	UTOPIA PART NUMBER	DESCRIPTION
	**65UGV1**	**UTOPIA UNIGUARD VALVE** *1-1/2" CAPTIVE NUT X 1-1/2" MALE THREAD*
	65UGA2	**UTOPIA UNIGUARD ELBOW** *1-1/2" CAPTIVE DIRECT CONNECT NUT X 1-1/2" MALE THREADS*
	65UGA3	**UTOPIA UNIGUARD STRAIGHT ADAPTER COUPLING** *1-1/2" X 1-1/4" REDUCING SLIP-JOINT X 1-1/2" MALE THREADS*
	**632801**	**BLACK ABS FITTING** *1-1/2" MALE THREAD X 1-1/2" SPIGOT*
	**632871**	**BLACK ABS FITTING** *1-1/2" MALE THREAD X 1-1/2" HUB - BLACK*
	**632891**	**BLACK ABS FITTING** *1-1/2" FEMALE THREAD X 1-1/2" HUB - BLACK*
	**633215**	**BLACK ABS FITTING** *1-1/2" SWIVEL FEMALE THREAD X 1-1/2" SPIGOT*
	**633217**	**BLACK ABS FITTING** *1-1/2" SWIVEL FEMALE THREAD X 1-1/2" HUB*

Codes & Standards

Compliance with the following codes:
2018 National Fire Protection Association (NFPA) 1192
2018, 2015 and 2012, Uniform Plumbing Code®
2015 and 2010 National Plumbing Code of Canada

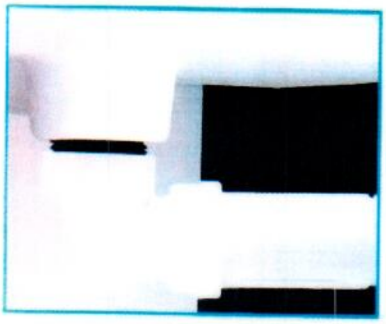
Compliance with the following standards:
ASME A112.18.8-2009(R14), In-Line Sanitary Waste Valves for Plumbing Drainage Systems
CSA TIL MSE 55-2009, In-Line Sanitary Waste Valves for Plumbing Drainage Systems

ICC ES PMG

Patent Pending

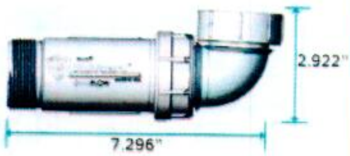
UTOPIA
UniGuard™
TRANSITION FITTING

The Low-Profile, Waterless Drain Valve System



A.

B.



C.

Specifications

Utopia® UniGuard® is a low-profile waterless sanitary waste drain valve that is used in place of the standard water seal P-trap to protect the living space from foul odors and harmful sewer gases of the RV drain system.

UniGuard is only intended and designed to be used as a waterless drain valve.
It is not intended to be used as a backflow preventer.

UniGuard has a range of optional adapters available to enable installation on 1-1/4" and 1-1/2" drain systems.

Materials

UniGuard Valve Body(65UGV1), Elbow(65UGA2) and Straight Coupling Adapter(65UGA3) - White Polypropylene
Internal Bladder – Silicone Rubber
Inner Guard - White Polypropylene
Slip-Joint Washers – Thermoplastic Rubber (TPR)
Black Flat Washer – EPDM Rubber

Codes & Standards

Compliance with the following codes:

2018 National Fire Protection Association (NFPA) 1192
2018, 2015 and 2012, Uniform Plumbing Code®
2015 and 2010 National Plumbing Code of Canada

Compliance with the following standards:

ASME A112.18.8-2009(R14), In-Line Sanitary Waste Valves for Plumbing Drainage Systems
CSA TIL MSE 55-2009, In-Line Sanitary Waste Valves for Plumbing Drainage Systems

UniGuard Dimensional Data

A – Length = 4.750" Width = 2.328"
B – Length = 7.296" Width = 2.922"
C – Length = 7.050" Width = 2.234"

Notes:

1. UniGuard valve offers a 1-1/2" female threaded connection and a 1-1/2" male threaded connection.
2. Optional In-line adapters are available to connect the UniGuard valve to either 1-1/4" or 1-1/2" drain systems.
3. UniGuard must be installed no further than 6' away from the fixture(s) it's servicing and a minimum of 12" away from holding tank(s).
4. When installed horizontally, directly off any fixture, the UniGuard 87.5 degree elbow must be used to maintain the needed 1/4" per foot of slope.
5. UniGuard must always be installed in an accessible location for inspection, removal or repair.

ICC ES PMG

Patent Pending

MADE IN USA

EXHIBIT 10

FILED DATE: 9/3/2026 10:35 AM 2024L006956

ES ICC EVALUATION SERVICE

In Cooperation with Innovation RESEARCH LABS

Most Widely Accepted and Trusted

ICC-ES Report

PMG-1486

ICC-ES | (800) 423-6587 | (562) 699-0543 | www.icc-es.org

Reissued 04/09/2019
This report is subject to renewal 02/2020

EVALUATION SUBJECT:

WATERLESS WASTE TRAP (MHRV)

DIVISION:
22 00 00—PLUMBING
SECTION:
22 13 16—SANITARY DRAIN, WASTE AND VENT PIPING

Report Holder:

LASALLE BRISTOL MANUFACTURING

EXHIBIT
10

Look for the ICC-ES marks of Conformity!

ICC-ES PMG Product Certificate

PMG-1486

Effective Date: February 2019
Revision Date: April 09, 2019
This listing is subject to re-examination in one year.

ANSI ACCREDITED ISO/IEC 17065 Product Certification Body #1000
SCC Accredited CB-P/S

www.icc-es-pmg.org | (800) 423-6587 | (562) 699-0543 *A Subsidiary of the International Code Council®*

CSI: DIVISION: 22 00 00—PLUMBING
Section: 22 13 16—Sanitary Drain, Waste and Vent Piping

Product certification system:

The ICC-ES product certification system includes testing samples taken from the market or supplier's stock, or a combination of both, to verify compliance with applicable codes and standards. The system also involves factory inspections, and assessment and surveillance of the supplier's quality system.

Products: Waterless Waste Trap (MHRV)

Listee: LaSalle Bristol Manufacturing
1755 N. Oak Drive
Plymouth, IN 46563
www.lasallebristol.com

Compliance with the following codes:

2018 National Fire Protection Association (NFPA) 1192 – Chapter 7
2018, 2015, and 2012, *Uniform Plumbing Code®* (UPC)* – Appendix E
2015 and 2010 *National Plumbing Code of Canada®* **

**Uniform Plumbing Code is a copyrighted publication of the International Association of Plumbing and Mechanical Officials*
***National Plumbing Code of Canada is a copyrighted publication of National Research Council Canada*

Compliance with the following standards:

ASME A112.18.8-2009(R14), In-Line Sanitary Waste Valves for Plumbing Drainage Systems
CSA TIL MSE 55-2009, In-Line Sanitary Waste Valves for Plumbing Drainage Systems

Identification:

The product shall be marked with the manufacturer's name or trademark, product name/brand name, nominal size of inlet and outlet, date of manufacture, predominant material, direction of flow indicator, indication of the orientation of the installation of the device, the wording "For RV use only" and the ICC-ES PMG listing mark (packaging acceptable).

Installation:

Installation must comply with the manufacturer's published installation instructions and the applicable codes.

A "Notice" Label shall be affixed on or adjacent to the valve or the fixture it services regarding the removal the valve before using mechanical drain-cleaning devices as waterless trap can be damaged.

A copy of the installation instruction shall remain on-site with the end user as the instruction will mention limitations on the use and type of drain-cleaning chemicals and tools that can be used on the valve.

Models:

Utopia

65UGV1	UniGuard Valve Assy
65UGA3	UniGuard Coupler Kit
65UGA2	UniGuard Elbow Kit

Conditions of Listing:

1. The LaSalle Bristol Manufacturing models recognized in this listing must be installed in accordance with the manufacturer's published installation instructions and the applicable codes.
2. The LaSalle Bristol Manufacturing products recognized in this listing are under a quality control program with annual surveillance inspections by ICC-ES.

EXHIBIT 11

From: "Chris Murray" <murrayc@patrickind.com>
To: "Brian Hess" <bhess@lasallebristol.com>
Subject: RE: Quick Conversation
Date: Wed, 14 Oct 2020 15:32:46 +0000
Importance: Normal
Inline-Images: image001.jpg

Hi Brian,

I appreciate the note. I think the guys at PD & Seaflo just feel like they have a superior mousetrap, they are not selling on price. I completely understand and appreciate where you are coming from, and certainly support the effort to keep overall margins as high as possible.

I'll speak to the team and let them know of your concern as well.

Thanks for reaching out.

Christopher M. Murray
Office: (574) 970-8345
Mobile: (574) 361-6437

Patrick Industries (NASDAQ: PATK)
1930 West Lusher Avenue
Elkhart, IN 46517

From: Brian Hess <bhess@lasallebristol.com>
Sent: Tuesday, October 13, 2020 9:31 AM
To: Chris Murray <murrayc@patrickind.com>
Subject: Quick Conversation

Hey Chris

Hope you are having a good morning. What I wanted to talk to you about is SeaFlow waterless P-traps on Century Drive, Forest River. My sales team is telling me that you guys are getting aggressive to try and take this business. We presently have all the business through our Uniguard product on Century Drive and have most of the business right now. I am hopeful that you guys will not get overly aggressive here and force us to sell the product to all of Forest River at a significantly reduced margin.

Please feel free to give me a call to discuss in further detail. Have a great day!

LaSalle Bristol®
Brian Hess I Vice President, Sales - RV
Cell: 574.361.5185
601 County Road 17, Elkhart, IN 46515
bhess@LaSalleBristol.com

EXHIBIT 12

From: "Chris Murray" <murrayc@patrickind.com>
To: "Trenton Miller" <millert3@patrickind.com>
Subject: RE: Waterless P-Trap Push
Date: Wed, 20 Apr 2022 15:28:12 +0000
Importance: Normal
Inline-Images: image001.png

Completely agree on all fronts. Thanks for the info Trenton.

Have a great day!

Christopher M. Murray
Office: (574) 970-8345
Mobile: (574) 361-6437

Patrick Industries (NASDAQ: PATK)
1930 West Lusher Avenue
Elkhart, IN 46517

From: Trenton Miller <millert3@patrickind.com>
Sent: Wednesday, April 20, 2022 10:39 AM
To: Chris Murray <murrayc@patrickind.com>
Subject: RE: Waterless P-Trap Push

Morning Chris,

They did not relay how much of a savings just that there was one. The three people that looked at it liked ours better and they liked the SeaFlo pitch as well.
The SeaFlo looks and feels like a higher quality part.

Regards,

Trenton

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Chris Murray <murrayc@patrickind.com>
Date: 4/20/22 9:28 AM (GMT-05:00)
To: Trenton Miller <millert3@patrickind.com>
Subject: RE: Waterless P-Trap Push

Trenton,

Do you have any idea how much of a savings? I just want to be prepared if I get complaints from the LSB side that we're quoting against them. I'd like to be able to tell them that we're very close on price but the customer liked our product / design better.

Thanks.

Christopher M. Murray
Office: (574) 970-8345
Mobile: (574) 361-6437

Patrick Industries (NASDAQ: PATK)
1930 West Lusher Avenue
Elkhart, IN 46517

From: Trenton Miller <millert3@patrickind.com>
Sent: Wednesday, April 20, 2022 9:11 AM
To: Orrin Price <priceo@patrickind.com>; P100 Sales <p100sales@patrickind.com>
Subject: RE: Waterless P-Trap Push

Morning guys,

Just wanted to give you guys a heads up. We are a cost savings against the Uniguard waterless p trap that LaSalle is pushing right now. That is for FR pricing.

Regards,

Trenton

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Orrin Price <priceo@patrickind.com>
Date: 4/18/22 12:14 PM (GMT-05:00)
To: P100 Sales <p100sales@patrickind.com>
Subject: Waterless P-Trap Push

Good afternoon gentleman,

I had a very productive meeting with SeaFlo last week. SeaFlo has proven to be a quality focused and innovative company. They are currently providing RDI with battery disconnect switches and water pumps. Recently they started producing the flexible gas lines for them under the name
South Bend Components. Going into the meeting I thought that they were going to pull our waterless P-trap line give it to RDI, since we have not been able to land volume business.

Instead, the meeting went in the exact opposite direction. SeaFlo is highly marine focused and they see the benefit that a company like Patrick can offer them. They understand that their meal ticket is in marine and is hoping that Patrick can represent them on the marine side. I'm working with our VP over marine to get this established. They said that they would be open to bringing the other product lines under Patrick's roof if the marine sales take off and we can prove ourselves on the RV side.

With that said, we need a huge push to get these waterless p traps moving. This focus needs to be stronger than our initial push years back. I'm going to put a sample on everyone's desk and need discussions to start happening with customers this week. Understand that if we fail to get these moving, SeaFlo will take the line to RDI. If we succeed, it opens up the chances of us pulling the battery disconnect and water pump business over to Patrick.

Please come to me with any questions.

Thank you,

Orrin Price
Business Unit Director
Patrick Distribution
Cell (574) 612-6271
priceo@patrickind.com

PATRICK
Distribution

EXHIBIT 13

From: "David Smith" <DaveS@alphallc.us>
To: "Andrew Batson" <abatson@lasallebristol.com>, "sjanowski@collins-n-co.com" <sjanowski@collins-n-co.com>, "Michael Lambdin" <lambdinm@patrickind.com>
Cc: "Jim Downs" <jdowns@lasallebristol.com>, "Robert Coffel" <rcoffel@lasallebristol.com>, "Tracy Scheetz" <ScheetzT@patrickind.com>, "Doug Mirth" <dmirth@lasallebristol.com>
Subject: Re: SeaFlo drain valve
Date: Wed, 15 May 2024 16:33:32 +0000
Importance: Normal

All,
I removed Orrin from this. SeaFlow has sent us a document from their legal team about bridging the gap with our commitments we made. They feel we owe them somewhere in the neighborhood of $2m to offset the shortage. I'd prefer to not buy anything from them at this point. If we can transition this business to Lasalle, that would be great.

David V Smith III
Patrick Industries Group VP
Plastics, Adhesives and Distribution

From: Andrew Batson <abatson@lasallebristol.com>
Sent: Monday, April 29, 2024 2:02:05 PM
To: David Smith <DaveS@alphallc.us>; sjanowski@collins-n-co.com <sjanowski@collins-n-co.com>; Orrin Price <priceo@patrickind.com>; Michael Lambdin <lambdinm@patrickind.com>
Cc: Orrin Price <priceo@patrickind.com>; Jim Downs <jdowns@lasallebristol.com>; Robert Coffel <rcoffel@lasallebristol.com>; Tracy Scheetz <ScheetzT@patrickind.com>; Doug Mirth <dmirth@lasallebristol.com>
Subject: SeaFlo drain valve

All,

Thank you for the responses regarding SeaFlo. I suspect all will likely "take a pass" on the SeaFlo product given the high order quantity and slow movement. Let's plan on transitioning this part to LSB as planned. Please MINIMIZE vendor communication to the necessary accounting and logistics folks if possible.

As a bit of background, LaSalle Bristol makes a competitive product in Plymouth with nice margins. We will keep supplying the current SeaFlo product to existing customers for the immediate future, as we do not want to give SeaFlo a reason to seek a new distributor (but realize there is a risk they will make that decision). Please discuss with Doug before placing an additional SeaFlo order.

Thank you all.

Andrew

From: Doug Mirth <dmirth@lasallebristol.com>
Sent: Monday, April 29, 2024 1:35 PM
To: Andrew Batson <abatson@lasallebristol.com>
Subject: FW: PD part 97776 going to LaSalle

Andrew,

Response from David Smith regarding SeaFlo product.

Thanks,

Doug

From: David Smith <DaveS@alphallc.us>
Sent: Monday, April 29, 2024 1:34 PM
To: Orrin Price <priceo@patrickind.com>; Doug Mirth <dmirth@lasallebristol.com>; Michael Lambdin <lambdinm@patrickind.com>
Cc: Jim Downs <jdowns@lasallebristol.com>; Robert Coffel <rcoffel@lasallebristol.com>; Tracy Scheetz <ScheetzT@patrickind.com>; Steven Janowski <sjanowski@collins-n-co.com>
Subject: Re: PD part 97776 going to LaSalle

We would need to look at the sales vs inventory requirement. If it doesn't have an upward trajectory then we would take a pass.

David V Smith III
Patrick Industries Group VP
Plastics, Adhesives and Distribution

From: Orrin Price <priceo@patrickind.com>
Sent: Monday, April 29, 2024 1:31:08 PM
To: Doug Mirth <dmirth@lasallebristol.com>; Michael Lambdin <lambdinm@patrickind.com>
Cc: Jim Downs <jdowns@lasallebristol.com>; Robert Coffel <rcoffel@lasallebristol.com>; Tracy Scheetz <ScheetzT@patrickind.com>; David Smith <DaveS@alphallc.us>; Steven Janowski <sjanowski@collins-n-co.com>
Subject: RE: PD part 97776 going to LaSalle

This will be up to Steve Janowski and David Smith. Both are copied on this reply.

Thank you,

Orrin

From: Doug Mirth <dmirth@lasallebristol.com>
Sent: Monday, April 29, 2024 1:24 PM
To: Orrin Price <priceo@patrickind.com>; Michael Lambdin <lambdinm@patrickind.com>
Cc: Jim Downs <jdowns@lasallebristol.com>; Robert Coffel <rcoffel@lasallebristol.com>; Tracy Scheetz <ScheetzT@patrickind.com>
Subject: RE: PD part 97776 going to LaSalle

Orrin,

Can PD or Collins continue to purchase these products from SeaFlo, thereby maintaining the exclusivity and Collins could distribute the products to the current customers?

Thanks,

Doug

From: Orrin Price <priceo@patrickind.com>
Sent: Monday, April 29, 2024 1:19 PM
To: Doug Mirth <dmirth@lasallebristol.com>; Michael Lambdin <lambdinm@patrickind.com>
Cc: Jim Downs <jdowns@lasallebristol.com>; Robert Coffel <rcoffel@lasallebristol.com>; Tracy Scheetz <ScheetzT@patrickind.com>
Subject: RE: PD part 97776 going to LaSalle

Possibly but Zach with SeaFlo knows about LaSalle's waterless P trap and may hesitate to keep the business with its large competitor.

From: Doug Mirth <dmirth@lasallebristol.com>
Sent: Monday, April 29, 2024 1:08 PM
To: Orrin Price <priceo@patrickind.com>; Michael Lambdin <lambdinm@patrickind.com>
Cc: Jim Downs <jdowns@lasallebristol.com>; Robert Coffel <rcoffel@lasallebristol.com>; Tracy Scheetz <ScheetzT@patrickind.com>
Subject: RE: PD part 97776 going to LaSalle

Orrin and Michael,

If we (PD or LaSalle) continue to purchase the SeaFlo product, do you feel we can maintain the exclusivity in the RV market with the product?

Thanks,

Doug

From: Orrin Price <priceo@patrickind.com>
Sent: Monday, April 29, 2024 12:37 PM
To: Michael Lambdin <lambdinm@patrickind.com>; Doug Mirth <dmirth@lasallebristol.com>
Cc: Jim Downs <jdowns@lasallebristol.com>; Robert Coffel <rcoffel@lasallebristol.com>; Tracy Scheetz <ScheetzT@patrickind.com>
Subject: RE: PD part 97776 going to LaSalle

Good afternoon,

PD did have the exclusive on this in the RV market, but the deal was a handshake agreement. I believe once SeaFlo learns of this move, they may open it up to RDI who is currently selling other SeaFlo product.

Thank you,

Orrin

From: Michael Lambdin <lambdinm@patrickind.com>
Sent: Monday, April 29, 2024 11:32 AM
To: Orrin Price <priceo@patrickind.com>; Doug Mirth <dmirth@lasallebristol.com>
Cc: Jim Downs <jdowns@lasallebristol.com>; Robert Coffel <rcoffel@lasallebristol.com>; Tracy Scheetz <ScheetzT@patrickind.com>
Subject: FW: PD part 97776 going to LaSalle

Hi Doug, I believe that may have been the case, but will CC in Orrin to confirm.

Orrin, would you please see below and advise on the SeaFlo P-trap exclusivity for PD in the RV market?

From: Doug Mirth <dmirth@lasallebristol.com>
Sent: Monday, April 29, 2024 11:26 AM
To: Michael Lambdin <lambdinm@patrickind.com>
Cc: Jim Downs <jdowns@lasallebristol.com>; Robert Coffel <rcoffel@lasallebristol.com>; Tracy Scheetz <ScheetzT@patrickind.com>
Subject: RE: PD part 97776 going to LaSalle

Hi Michael,

I hope all is well.

Do you know if Patrick Distribution has or had an exclusive from SeaFlo to distribute the 97776 Self Sealing Waste Trap to the RV market?

Thanks,

Doug

From: Michael Lambdin <lambdinm@patrickind.com>
Sent: Monday, April 22, 2024 10:14 AM
To: Doug Mirth <dmirth@lasallebristol.com>
Cc: Jim Downs <jdowns@lasallebristol.com>; Robert Coffel <rcoffel@lasallebristol.com>; Tracy Scheetz <ScheetzT@patrickind.com>
Subject: RE: PD part 97776 going to LaSalle

Thank you for confirming Doug. Have a great day everyone.

Mike Lambdin
Purchasing
Patrick Distribution
5400 Beck Drive • Elkhart, IN 46516
p 574-295-6325
E lambdinm@patrickind.com
w www.patrickdistribution.com

From: Doug Mirth <dmirth@lasallebristol.com>
Sent: Monday, April 22, 2024 10:10 AM
To: Michael Lambdin <lambdinm@patrickind.com>
Cc: Jim Downs <jdowns@lasallebristol.com>; Robert Coffel <rcoffel@lasallebristol.com>; Tracy Scheetz <ScheetzT@patrickind.com>
Subject: RE: PD part 97776 going to LaSalle

Michael,

The plan is to eliminate this item and its accessories once the stock is depleted.

Thanks,

Doug

From: Robert Coffel <rcoffel@lasallebristol.com>
Sent: Monday, April 22, 2024 9:34 AM
To: Michael Lambdin <lambdinm@patrickind.com>; Tracy Scheetz <ScheetzT@patrickind.com>
Cc: Doug Mirth <dmirth@lasallebristol.com>; Jim Downs <jdowns@lasallebristol.com>
Subject: Re: PD part 97776 going to LaSalle

Michael,

Thank you for asking! We really appreciate your assistance in this transition.

I think as a general rule, on most rough plumbing parts that would be ordered under similar circumstances as outlined below, we should be working with Doug Mirth (VP of Plumbing at LSB) and Jim Downs, out director of Purchasing. In nearly all instances we will have comparable parts that we can consider transitioning the customer too.

I have copied those two on your email below and would expect that you would receive some guidance from them as soon as they are able to do so.

Let me know if you have any additional questions.

Rob

signatureImage

Rob Coffel | GM Decorative Products and Plumbing Fixtures
Office 574-295-8400 x4616
Cell 574-286-5033
601 County Road 17, Elkhart IN 46516
rcoffel@lasallebristol.com www.lasallebristol.com

From: Tracy Scheetz <ScheetzT@patrickind.com>
Sent: Monday, April 22, 2024 7:11:50 AM
To: Robert Coffel <rcoffel@lasallebristol.com>
Subject: FW: PD part 97776 going to LaSalle

From: Michael Lambdin <lambdinm@patrickind.com>
Sent: Monday, April 22, 2024 8:01 AM
To: Tracy Scheetz <ScheetzT@patrickind.com>
Cc: Michael Lambdin <lambdinm@patrickind.com>
Subject: PD part 97776 going to LaSalle

Good morning Tracy,

A few items that I currently buy, that are not EL, are not going with me to Sigma. It looks like most are being divided between LaSalle and Collins, with some being eliminated. One item that I was told is going to LaSalle is part 97776, the self-sealing P-trap from SeaFlo. The P-trap and it's accessories (97777, 97778) are all relatively slow movers with decently high MOQs. Lead time is about 4 months as the vendor imports these.

For the 97776 our current 3-month average use is 587/month and my MOQ is 10,000 pcs. I currently have 2,677 pcs on hand, so just about time to re-order. But if I re-order that's over a year of stock. Can someone at LaSalle, perhaps someone who buys a similar line and may take these over, review this information and let me know how they want me to proceed? I also thought there was a chance LaSalle would eliminate this line and it accessories once stock is depleted.

Please let me know what you think, thank you!

Mike Lambdin
Purchasing
Patrick Distribution
5400 Beck Drive • Elkhart, IN 46516
p 574-295-6325
E lambdinm@patrickind.com
w www.patrickdistribution.com

EXHIBIT 14

Gmail Zach Grassi <zachgrassi1@gmail.com>

LaSalle PO# 868939

12 messages

Anne Cavanaugh <acavanaugh@lasallebristol.com> Thu, Jul 18, 2024 at 12:23 PM
To: "frank@seafloUSA.com" <frank@seaflousa.com>, "Joe@SeafloUSA.com" <Joe@seaflousa.com>, "zach@SeafloUSA.com" <zach@seaflousa.com>

Good afternoon, gentlemen. I entered this PO the other day and sent it out, but I did not have any updated contact information at that time. Can one of you let me know if this order has been received/entered, and send me a confirmation? Also, can you let me know MOQs, carton quantities, lead times, etc.? Thank you so much.

Anne

Anne Cavanaugh
Sr. Inventory Analyst - Procurement

Office 574-295-8400 ext 4681 Fax 574-295-1308
601 County Road 17, Elkhart IN 46516
acavanaugh@lasallebristol.com www.lasallebristol.com

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Joseph Cirillo <joe@seaflousa.com> Fri, Jul 19, 2024 at 1:21 PM
Reply-To: joe@seaflousa.com
To: Anne Cavanaugh <acavanaugh@lasallebristol.com>
Cc: "frank@seafloUSA.com" <frank@seaflousa.com>, "zach@SeafloUSA.com" <zach@seaflousa.com>

Hello Anne,

We have received your PO. I have to check inventory etc. I will get back to you asap.

Best Regards,
Joseph Cirillo
Seaflo Marine & RV North America LLC
National Sales Manager
www.seaflousa.com
Joe@seaflousa.com
Cell Phone: 732-585-5398
3602 West Sample Street
South Bend, Indiana 46619

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[Quoted text hidden]

Anne Cavanaugh <acavanaugh@lasallebristol.com> Fri, Jul 19, 2024 at 1:37 PM
To: "joe@seaflousa.com" <joe@seaflousa.com>
Cc: "frank@seafloUSA.com" <frank@seaflousa.com>, "zach@SeafloUSA.com" <zach@seaflousa.com>

Perfect – thank you for the response. 😊

Anne

From: Joseph Cirillo <joe@seaflousa.com>
Sent: Friday, July 19, 2024 1:22 PM
To: Anne Cavanaugh <acavanaugh@lasallebristol.com>
Cc: frank@seafloUSA.com; zach@SeafloUSA.com
Subject: Re: LaSalle PO# 868939

**************This Message originated outside your organization.****************

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Joseph Cirillo <joe@seaflousa.com> Fri, Jul 19, 2024 at 1:44 PM
Reply-To: joe@seaflousa.com
To: Anne Cavanaugh <acavanaugh@lasallebristol.com>
Cc: "frank@seafloUSA.com" <frank@seaflousa.com>, "zach@SeafloUSA.com" <zach@seaflousa.com>

Hello Anne,

I was informed we currently have an exclusive agreement with another distributor with this part. We will reach out if anything changes. Thanks!

Best Regards,
Joseph Cirillo
Seaflo Marine & RV North America LLC
National Sales Manager
www.seaflousa.com
Joe@seaflousa.com
Cell Phone: 732-585-5398
3602 West Sample Street
South Bend, Indiana 46619

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Anne Cavanaugh <acavanaugh@lasallebristol.com> Fri, Jul 19, 2024 at 1:48 PM
To: "joe@seaflousa.com" <joe@seaflousa.com>
Cc: "frank@seafloUSA.com" <frank@seaflousa.com>, "zach@SeafloUSA.com" <zach@seaflousa.com>

Thank you, Joe -- does that mean for all three parts on the PO? Just for clarity. And thank you for the quick response.

Anne

From: Joseph Cirillo <joe@seaflousa.com>
Sent: Friday, July 19, 2024 1:45 PM
To: Anne Cavanaugh <acavanaugh@lasallebristol.com>
Cc: frank@seafloUSA.com; zach@SeafloUSA.com
Subject: Re: LaSalle PO# 868939

************This Message originated outside your organization.**************

Hello Anne,

[Quoted text hidden]
[Quoted text hidden]

Joseph Cirillo <joe@seaflousa.com> Mon, Jul 22, 2024 at 1:00 PM
Reply-To: joe@seaflousa.com
To: Anne Cavanaugh <acavanaugh@lasallebristol.com>, "zach@SeafloUSA.com" <zach@seaflousa.com>

SEA000329

Hello Anne,

It was great speaking with you Friday. We are reviewing this internally, we appreciate your patience.

Best Regards,

Joseph Cirillo
Seaflo Marine & RV North America LLC
National Sales Manager
www.seaflousa.com
Joe@seaflousa.com
Cell Phone: 732-585-5398
3602 West Sample Street
South Bend, Indiana 46619

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Anne Cavanaugh <acavanaugh@lasallebristol.com> Mon, Jul 22, 2024 at 2:57 PM
To: "joe@seaflousa.com" <joe@seaflousa.com>, "zach@SeafloUSA.com" <zach@seaflousa.com>

Hello, Joe and Zach. Thank you for the email. I have made a revision to the original PO, and created a second one (both attached). Hopefully this works for you, too. On the revised PO 868939, I have increased the Seaflo p-trap parts to meet the MOQ, and deleted the water pumps. I have created a new PO 869287, for just the water pumps. I think this was how they were ordered in the past, as separate purchases. Hopefully this will make it more understandable and allow LaSalle to maintain the exclusivity on the Seaflo p-traps. I appreciate your patience with me, too, as I learn more about Seaflo. Thank you so much, and have a great day.

Anne

Anne Cavanaugh

Sr. Inventory Analyst - Procurement

LaSalle Bristol

Office 574-295-8400 ext 4681 Fax 574-295-1308

601 County Road 17, Elkhart IN 46516

acavanaugh@lasallebristol.com www.lasallebristol.com

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2 attachments

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31K

LaSalle PO.pdf
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Joseph Cirillo <joe@seaflousa.com> Tue, Jul 23, 2024 at 10:47 AM
Reply-To: joe@seaflousa.com
To: Anne Cavanaugh <acavanaugh@lasallebristol.com>
Cc: "zach@SeafloUSA.com" <zach@seaflousa.com>

Hello Anne,

Well received, please give us time to review, I appreciate your patience.

Best Regards,
Joseph Cirillo
Seaflo Marine & RV North America LLC
National Sales Manager
www.seaflousa.com
Joe@seaflousa.com
Cell Phone: 732-585-5398
3602 West Sample Street
South Bend, Indiana 46619

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[Quoted text hidden]

Joseph Cirillo <joe@seaflousa.com> Fri, Jul 26, 2024 at 12:23 PM
Reply-To: joe@seaflousa.com
To: Christopher Kapsaskis <chris@seaflousa.com>, mmayer@mayerandmarshlaw.com, john <john@seaflousa.com>, Zach Grassi <zach@seaflousa.com>

Hello All,

This is my communication with La Salle Bristol. I will also forward their first email to our sales@seaflousa.com, it was just a PO, no message in the body of the email.

There should be 2 attachments of Po's in this email. Please let me know if you receive it.

Best Regards,
Joseph Cirillo
Seaflo Marine & RV North America LLC
National Sales Manager
www.seaflousa.com
Joe@seaflousa.com
Cell Phone: 732-585-5398
3602 West Sample Street
South Bend, Indiana 46619

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2 attachments

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31K

Anne Cavanaugh <acavanaugh@lasallebristol.com> Thu, Nov 7, 2024 at 8:28 AM
To: "joe@seaflousa.com" <joe@seaflousa.com>
Cc: "zach@SeafloUSA.com" <zach@seaflousa.com>

Good morning, gentlemen – I hope this email finds you both well. I am writing to request that you cancel my two open purchase orders – PO 868939 and PO 869287 - from your system, and to confirm that back to me. Thank you both for your patience and for helping me with this. Best wishes to you both for the upcoming holiday season.

[Quoted text hidden]

Joseph Cirillo <joe@seaflousa.com> Thu, Nov 7, 2024 at 8:46 AM
Reply-To: joe@seaflousa.com
To: Anne Cavanaugh <acavanaugh@lasallebristol.com>
Cc: "zach@SeafloUSA.com" <zach@seaflousa.com>

Hello Anne,

We have cancelled these orders.

Best Regards,
Joseph Cirillo
Seaflo Marine & RV North America LLC
National Sales Manager
www.seaflousa.com
Joe@seaflousa.com
Cell Phone: 732-585-5398
3602 West Sample Street
South Bend, Indiana 46619

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[Quoted text hidden]

Zach Grassi <zach@seaflousa.com> Wed, Aug 27, 2025 at 7:02 PM
To: Christopher Kapsaskis <chris@seaflousa.com>

[Quoted text hidden]

SEA000332