

alleged failure to meet minimum shipment volumes of approximately 60,000 wheels per month, although that performance level is excused under the Contract Agreement's ("**Contract**") force majeure provisions (Ex. 1, § 5.1), due to a GM strike and acts of governmental authorities, including tariffs and COVID-19 shut-downs, which caused the shortfalls. Despite Wanfeng's demand, Sunland refuses to arbitrate. (Aff. ¶¶ 4-6; Exs. 2 & 3).¹

Moreover, Sunland has seized over 50,000 wheels owned by Wanfeng (the "**Toledo Wheels**") and desperately needed by Wanfeng's U.S. customers, including GM, Ford, and Chrysler. (Exs. 4, 10, 13). Sunland's seizure not only breaches the Contract, but critically, threatens to disrupt the re-opening of automotive production and service plants in the United States, Canada, and Mexico, when such plants want to re-open as soon as possible following the COVID-19 shut-downs. Thus, in addition to compelling arbitration of disputes concerning the wheel shipment volumes, Wanfeng also seeks injunctive relief (or, alternatively, replevin), requiring Sunland to release the Toledo Wheels for distribution to GM, Ford, and Chrysler.² (Aff. ¶¶ 7-9).

In so doing, Wanfeng does not waive Wanfeng's arbitration rights under the Contract. Rather, Wanfeng seeks emergency provisional arbitration remedies in the form of injunctive and/or replevin relief requiring Sunland to release the Toledo Wheels into distribution, in conjunction, of course, with posting a bond for such relief.³ Such injunctive and/or replevin relief is not available

¹ The Affidavit of Jeffrey Dornseifer ("**Aff.**") has been filed in conjunction with Wanfeng's Emergency Motion and this supporting memorandum, providing support for the factual assertions made therein. References to exhibits ("**Ex. __**") throughout this memorandum refer to the exhibits attached to his Affidavit.

² In addition, Sunland holds specially-made dunnage for the Toledo Wheels, as well as certain inspection tables, which are also Wanfeng's property. Wanfeng seeks their return as well. (Aff. ¶¶ 43-46.)

³ Wanfeng submits that a security bond in the amount of \$210,000 is adequate since it represents 1½ times the amount of any damages Sunland could claim to be owed as of this date. (See Aff. ¶¶ 35, 41).

in arbitration; hence, Wanfeng must seek such relief from this Court. Doing so is not – and should not be construed as – a waiver of Wanfeng’s arbitration rights under the parties’ Contract.

II. THE PARTIES

For over 20 years, Wanfeng has manufactured high-end, high-quality aluminum alloy wheels for global OEMs including GM, Ford, Chrysler, Nissan, BMW, Mercedes, Volkswagen, Honda, Peugeot, Renault, and almost every other major vehicle OEM around the world. The larger Wanfeng organization has facilities on three continents, and customers on five continents. As noted, Wanfeng has fallen short of minimum shipments to Toledo due to force majeure events, specifically stated in the Contract. Wanfeng seeks to compel arbitration (via separate motion) of the volume dispute between the parties and obtain injunctive and other relief in aid of arbitration.

Sunland is a citizen of South Carolina, with a storage and distribution facility in Toledo, which exclusively (or primarily) services Wanfeng’s customers. Sunland stores Wanfeng wheels, and provides support in loading trucks for shipments to Wanfeng’s customers, including GM, Ford, Chrysler, and Nissan. As discussed herein, Sunland has seized and “locked down” over 50,000 wheels, which will immediately injure and damage production and servicing of automobiles for GM, Ford, Chrysler, and Nissan. (Aff. ¶¶ 10-13.)

III. BACKGROUND FACTS

The background facts are fully enumerated in the Affidavit of Jeffrey E. Dornseifer, Wanfeng North America, Inc.’s Vice President, North American Operations and Sales, filed contemporaneously herewith. Specific facts are discussed in the course of the legal argument which follows.

IV. LAW AND ARGUMENT⁴

1. Wanfeng is entitled to injunctive relief, including a TRO, pursuant to Fed. R. Civ. P. 65.

When determining whether to issue a temporary restraining order or a preliminary injunction, the Court should consider the following four factors:

(1) whether the movant has demonstrated a substantial likelihood of success on the merits; (2) whether the movant will suffer irreparable harm if the injunction is not issued; (3) whether the issuance of the injunction will cause substantial harm to others if issued; and (4) whether the public interest is served by issuance of the injunction.

Skurka Aerospace, Inc. v. Eaton Aerospace, L.L.C., 781 F. Supp. 2d 561, 565 (N.D. Ohio 2011).

In *Skurka*, the Northern District of Ohio Court explained:

The Sixth Circuit has recognized that “these factors are not prerequisites, but are factors that are to be balanced against each other.” No single factor is dispositive; rather, a court must balance the factors to determine whether equitable relief is appropriate.

Id. at 565 (citations omitted). Wanfeng discusses each factor below.

A. Wanfeng is Substantially Likely to Succeed on the Merits, albeit in arbitration.

Wanfeng is substantially likely to succeed on the merits of this dispute for at least two reasons.

i. First, Force Majeure events excuse Wanfeng’s failure to ship 180,000 wheels per quarter.

Wanfeng’s purported breaches of minimum shipment volumes are excused under the Contract’s force majeure provisions. Specifically, Section 5.1 of the Contract provides:

5.1. Notwithstanding anything in this Agreement to the contrary, neither party shall be liable to the other party for any failure to perform, or delay in the

⁴ Sunland has filed a Complaint against Wanfeng for alleged damages in the South Carolina District Court. The procedural issue of why this Court should rule on Wanfeng’s Emergency Motion, as well as Wanfeng’s (separate) Motion to Compel Arbitration, is addressed in the second Motion and not duplicated here. Suffice to say here, Wanfeng maintains that the prior South Carolina action does not prevent this Court from granting the relief sought by Wanfeng here.

performance of that party's obligations mentioned below, **when such failure to perform or delay in performance is caused by an event of force majeure;** provided, however, that the party whose performance is prevented or delayed by such event of force majeure shall have given prompt notice thereof to the other party and has made its best efforts to prevent such failure or delay. For the purpose of this article, **the term "force majeure" shall include war, strike, civil disturbance,** fire, flood, **acts of governmental authorities, acts of God,** terrorism or **any other causes or conditions beyond the reasonable control of the parties.** (Emphasis added.)

Multiple force majeure events as defined in the Contract have occurred, including a union strike, the imposition of tariffs, and the recent COVID-19 government stay-home orders. The GM strike from September 16 through October 25, 2019 is a specifically identified force majeure event at Section 5.1. (Aff. ¶¶ 21-25.) Ohio has recognized force majeure in the context of a strike. In *United Arab Shipping Co. v. PB Express, Inc.*, 2011 WL 3860639 (Ohio Ct. App. 2011), defendant PB could not transport shipping containers timely because of a work stoppage by independent shipping contractors. *Id.* at *1. Due to unprecedented fuel costs during the relevant time period, the independent contractors did not respond to transport requests. Plaintiff United billed PB \$25,000 in per diem use charges, and PB refused to pay on grounds of force majeure. *Id.*

United sued PB to collect the debt. *Id.* at *1. The trial court found that the actions by the independent truck drivers were dictated by economic hardship, not a strike, and that force majeure did not apply. *Id.* The Court of Appeals reversed, holding that the independent contractors' refusal to work excused PB's performance under the language of the contract's force majeure clause, "...as a result of ... strikes ... or any like causes beyond [PB's] control." *Id.* at *2. The economic factors were irrelevant; the work stoppage was beyond PB's control and excused its non-performance under force majeure. *Id.* at *3. The same analysis applies to the GM strike.

Further, government edicts, both in the form of tariffs and coronavirus stay-home orders (as outlined in Mr. Dornseifer's Affidavit at ¶¶ 26-38), are force majeure events under the Contract.

See *Edward Maurer Co, Inc. v. Tubeless Tire Co.*, 272 F. 990 (N.D. Ohio, April 26, 1921) (after contract formation, acts of government authorities created regulations which fixed a maximum price on rubber and restricted import of rubber from overseas; under force majeure, the parties were released from their obligations). See also *Eastern Air Lines, Inc. v. McDonnell Douglas Corp.*, 532 F.2d 957 (5th Cir. 1976) (government procurement policy during Vietnam War was government action under clause allowing excusable delay). The imposition of tariffs, and shutting down automotive factories and service centers during a pandemic, are force majeure events specifically identified in the Contract as (a) acts of governmental authorities, (b) acts of God, (c) civil disturbances, and (d) other causes or conditions beyond the reasonable control of the parties. (Ex. A, § 5.1.)⁵

The GM strike, tariffs, and stay-home orders have caused GM, Ford, and Chrysler to reduce purchases of Wanfeng wheels. Wanfeng, in turn, cannot sell more wheels to U.S. customers than the customers agree to purchase. (Aff. ¶¶ 14-16). For example, Wanfeng was not even permitted to send GM wheels to the United States, unless GM specifically authorized Wanfeng to load containers in China, through a GM “release,” which GM did not do in quantities to meet the minimum volumes. (Aff. ¶¶ 24-25.) Wanfeng is likely to succeed on its force majeure arguments.

ii. Second, Sunland’s warehouse lien does not secure (excused) minimum volume damage claims.

Moreover, Sunland’s purported minimum-volume damages are not secured by a warehouse lien, despite Sunland’s claim that the Toledo Wheels are collateral for these damages. (See lien claim, Ex. 10). While a statutory warehouse lien exists in goods possessed by a warehouse, that

⁵ See also *Haverhill Glen, LLC v. Eric Petroleum Corp.*, 67 N.E.3d 845 (Ohio Ct. App. 2016) (actions of land surface owners in denying access to their land by lessee under oil and gas lease were sufficient to trigger force majeure clause, precluding expiration of initial lease term). Similarly, the COVID-19 stay-home orders deprived OEMs of access to their plants.

statutory lien only secures charges related to those specific goods. A warehouse can only have a broader, general lien that covers other debt (not specifically related to the goods in possession) if provided expressly by contract or warehouse receipts, neither of which exist here.

Specifically, R.C. § 1307.209 (Ohio's UCC 7-209(a)) (emphasis added below) provides:

A warehouse has a lien against the bailor on the goods covered by a warehouse receipt or storage agreement or on the proceeds thereof **in its possession** for charges for storage or transportation, including demurrage and terminal charges, insurance, labor, or other charges, present or future, **in relation to the goods**, and for expenses necessary for preservation of the goods or reasonably incurred in their sale pursuant to law.

If the person on whose account the goods are held is liable for similar charges or expenses **in relation to other goods** whenever deposited **and it is stated in the warehouse receipt or storage agreement that a lien is claimed for charges and expenses in relation to other goods**, the warehouse also has a lien against the goods covered by the warehouse receipt or storage agreement or on the proceeds thereof in its possession for those charges and expenses, whether or not the other goods have been delivered by the warehouse.

Under the statutory lien, the Toledo Wheels – wrongly seized by Sunland – cannot secure Sunland claims for minimum volume damages because those damages relate to other wheels, which are not now – and never were – in Sunland's possession. And, Sunland has never had a general lien either under the Contract or warehouse receipts. (Aff. ¶ 40; Exs. 1 & 8). Thus, Sunland has no lien for the minimum-volume damages – even if those damages were not excused by force majeure (which they are). (Aff. ¶¶ 39-44).⁶ (See also Exs. 5 and 9).

For example, in *In re: The Julien Company*, 136 B.R. 765, 768 (Bankr. W.D. Tenn. 1992), a warehouse storing cotton on the date of Julien's filing for bankruptcy claimed general liens on the proceeds for charges arising out of the storage and handling of all of the debtor's cotton, not

⁶ Note that Sunland has invoiced Wanfeng separately for charges relating to the Toledo Wheels versus the quarterly minimums. (Exs. 5, 9.)

just cotton in the warehouse's possession. *Id.* The Court held that UCC Section 7-209 provides that warehousemen may have a lien on the goods in their possession for like charges or expenses in relation to other goods received from the same depositor if a warehouse receipt was issued and "if...it is stated in the receipt that a lien is claimed for charges and expenses in relation to other goods whether or not the other goods had been delivered elsewhere." *Id.* at 771.

The Court found, "[i]t is clear that each of the receipts states that a lien is claimed for 'all charges'." *Id.* at 774. **The Court held, "[h]owever, at no place in the receipts is reference made to charges 'in relation to other goods,'"** and, "[c]onsequently, the receipts do not comply with the exact, plain language of UCC Section 7-209." *Id.* The Court rejected the argument by plaintiff that the language "all" created a general lien, holding that Section 7-209 "unequivocally requires the charges for services 'in relation to other goods' must be noted on the receipt itself..." *Id.* at 776. Thus, the Court found that there were no genuine issues of material fact, that there was no general lien pursuant to UCC 7-209, and granted summary judgment to the bankruptcy trustee. *Id.*

Here, Wanfeng has paid all due invoices concerning the Toledo Wheels. (Aff. ¶ 17).⁷ Hence, Sunland does not have a general lien in the Toledo Wheels for minimum volumes claims. Sunland simply has no right to hold the Toledo Wheels.

B. A Temporary Restraining Order Will Prevent Irreparable Harm and Avoid Substantial Harm to Others.

Wanfeng addresses the second and third factors together because, in this instance, they are intertwined. As explained above, Wanfeng manufactures aluminum automotive wheels for sale to OEMs, specifically including GM, Ford, Chrysler, and Nissan. Wanfeng's wheels are specifically designed for specific vehicles and used as part of the production process at automotive plants

⁷ Wanfeng will also timely pay all future invoices for charges related to the Toledo Wheels.

located in Michigan, Ontario, and Mexico. Hence, a disruption in the delivery of its wheels to these plants does not simply affect Wanfeng. Rather, it disrupts the entire automotive supply and production chain. (Aff. ¶ 54.)

OEMs have ordered wheels for the following automotive plants by the dates indicated:

Customer/Location	Part #	Requested Ship Date	Quantity
GM Lake Orion, MI	95087758	May 18	40
GM Customer Care & Aftersales Pontiac, MI	84760166	April 20 May 11	3,692 384
	84497727	April 20	36
	84520425	April 20	32
		April 27	8
		May 4	4
84444234	April 20	48	
Ford Customer Service Division Dearborn, MI	FA1Z1007H (FA1C-1007-F1B)	April 13	32
	FL1Z1007B (FL14-1007-FC)	April 20	12
GM CAMI Assembly Plant Ingersoll, Ontario, Canada	84443869	May 25	1,152
		June 1	1,600
		June 8	1,632
Chrysler Brampton Assembly Plant Brampton, Ontario, Canada	6DD07VXWAB	April 27	32
		May 4	224
		May 11	256
Chrysler Saltillo Assembly Plant Mexico	04755284AB	April 27	120
		May 4	270
		May 11	270
	04755285AB	April 27	120
		May 4	270
		May 11	270

The OEMs require these wheels so they can produce and service vehicles. (Aff. ¶¶ 47-48). Failure to make these deliveries timely will disrupt the production process at those automotive plants.

As the Court is aware, automotive plants have been forced to shut down due to the COVID-19 pandemic since March 2020. However, automotive manufacturers are eager to re-open their plants for production as soon as possible. See <https://www.marketwatch.com/story/detroit-auto-makers-aim-to-reopen-factories-may-18-2020-04-27>. The OEMs identified above have ordered certain wheels so they are ready to produce and service vehicles when they re-open. Further delay in delivering the wheels as specifically requested by the OEMs will necessarily impact the ability of those plants to re-open, which in turn impacts the employment of thousands of workers at those plants. Sunland's actions will delay re-opening at a time when the United States wants to restart its economy as soon as possible in light of the COVID-19 pandemic. Irreparable harm exists which merits the temporary restraining order requested by Wanfeng. Additionally, the temporary restraining order would unquestionably prevent substantial harm to these automotive manufacturers and their employees. (Aff. ¶¶ 48, 54-55).

Facing similar facts, this Court has already found a temporary restraining order justified to prevent such irreparable harm. In *Bowling Green Metalforming, L.L.C. v. Solartec, Inc.*, N.D. Ohio No. 4:08CV881, 2008 WL 11378803, *3 (April 8, 2008), this Court granted a temporary restraining order requiring the defendant "to immediately to take whatever steps are necessary to assist [the plaintiff] with the removal [of] the Property from [the defendant's] premises." As explained in *Bowling Green Metalforming* (at *2):

As detailed in Blanford's affidavit, BG will suffer irreparable harm if the equipment is not returned. According to Blanford, in a little over 24 hours from now, BW would be forced to shut down two assembly lines and lay off more than 500 workers if the Property is not returned. Ignoring the monetary harm to BG, the harm to the 500 individuals who would lose their employment and possibly their benefits is unquestionably irreparable.

In *Bowling Green Metalforming*, the plaintiff itself would have suffered the plant shutdown and been forced to lay off its employees. Here, the exact same harm will be visited on third parties, specifically, the OEMs and their employees. That should make no difference. Such serious harms should be avoided, particularly when automotive plants are desperate to re-open following the COVID-19 required shutdowns. Equity merits removing any and all obstacles to such re-openings.

The United States District Court for the Eastern District of Michigan has also recognized that disruptions to the automotive supply and manufacture process constitute irreparable harm, even though technically visited upon third party automotive manufacturers and its workers. In *Key Safety Systems, Inc. v. Invista, S.A.R.L., L.L.C.*, E.D. Mich. No. 08-CV-10558, 2008 WL 4279358, *11 (Sept. 16, 2008), the District Court explained:

The difference here is that *the economic injuries at stake go beyond economic injury to KSS*. KSS has represented that if it does not receive the airbag yarns at issue, it will be unable to supply airbags for 31 different vehicles to major automotive manufacturers, including Chrysler, Ford and GM, among others, and could lead to plant shutdowns. Based on the automotive industry's safety standards, Invista argues that it could take as much as six to nine months to certify replacement suppliers. *Such a delay would likely lead to OEM plant shutdowns, the results of which could be calamitous to KSS, to the automotive industry, and to the State of Michigan, which is already in a depressed economic state.* (Emphasis added.)

The Court described this as the “drastic consequences of withholding deliveries.” *Id.* at *13. *See also Kelsey-Hayes Co. v. Galtaco Redlaw Castings Corp.*, 749 F.Supp. 794, 798, fn. 7 (E.D. Mich. 1990) (“car manufacturers are reducing the size of their reserve banks of parts,” “component parts are often incorporated into a finished product within a few hours of their delivery,” and “[a] supplier’s failure to make scheduled shipments may have immediate and dramatic consequences”).

In *Key Safety Systems*, the plaintiff produced airbags for the automotive industry and sought to ensure a continued supply of industrial yarn, a raw material for the airbags. *Id.* at *1. The defendant refused to supply it due to a price dispute. *Id.* at *11. The Court ordered the supply of

yarn to continue. *Id.* at *14. Here, Wanfeng asks much less of Sunland. All Wanfeng asks is that Sunland be required to give Wanfeng its 50,000+ Toledo Wheels, not that it manufacture wheels or supply raw material for them.

In sum, the second and third factors weigh in favor of the injunctive relief sought by Wanfeng.

C. A Temporary Restraining Order Will Serve the Public Interest While Protecting Sunland's Claims Pending Arbitration or Litigation.

The public interest also merits a temporary restraining order. Again, this Court addressed this very issue in *Bowling Green Metalforming* (at *3):

The evidence before this Court demonstrates that *ordering the immediate return of the Property is overwhelmingly in the public's interest*. Absent the return, 500 workers will become unemployed. With the immediate return of the property, *these workers will remain gainfully employed*. Meanwhile, the parties may continue to litigate their payment dispute without disrupting the lives of 500 individuals and their families. (Emphasis added.)

Similarly here, the temporary restraining order will ensure the wheels are timely delivered to the automotive plants that need them to re-open. Re-opening those plants will restore 1000s of workers to gainful employment, which is critical to the public interest given the economic impact caused by COVID-19 shutdowns. See *Zurn Constructors, Inc. v. B.F. Goodrich Co.*, 685 F. Supp. 1172, 1182 (D. Kan.1988) (“the preliminary injunction will prevent the . . . manufacturing plant’s closing, thus saving 53 jobs and a major employer”).

Meanwhile, the parties here may continue to address their dispute (either by arbitration as requested by Wanfeng, or by litigation, as desired by Sunland). Wanfeng requests – and is prepared to promptly post – a bond in the amount of \$210,000, which is 1½ times Sunland’s potential economic damages claims as of this date. Hence, while the temporary restraining order and preliminary injunction requested will prevent irreparable harm, prevent substantial harm to others,

and serve the public interest, it will present no harm whatsoever to Sunland. *See JD Norman Industries, Inc. v. Metaldyne, LLC*, E.D.Mich. No. 15-13863, 2016 WL 1637561, *9 (Apr. 26, 2016) (posting security for the defendant's economic claims ameliorated any harm to defendant).

All four factors support Wanfeng's request for injunctive relief.

2. In the alternative, Wanfeng is entitled to an Order of Possession under R.C. Ch. 2737.

Wanfeng's request for injunctive relief is fully supported by Civil Rule 64 and R.C. Ch. 2737, Ohio's replevin statute. Fed. R. Civ. P. 64 specifically permits replevin and reads:

(a) Remedies Under State Law--In General. At the commencement of and throughout an action, every remedy is available that, under the law of the state where the court is located, provides for seizing a person or property to secure satisfaction of the potential judgment. But a federal statute governs to the extent it applies.

(b) Specific Kinds of Remedies. The remedies available under this rule include the following--however designated and regardless of whether state procedure requires an independent action:

- arrest;
- attachment;
- garnishment;
- replevin;
- sequestration; and
- other corresponding or equivalent remedies.

Relatedly, R.C. § 2737.02 states "possession of specific personal property may be recovered in a civil action prior to the entry of judgment" as provided in R.C. Ch. 2737. R.C. § 2737.20 (entitled "Injunctions") specifically allows a party seeking to regain possession of personal property to opt for injunctive relief, reading:

In addition to, or in lieu of, any other relief available under sections 2737.01 to 2737.19 of the Revised Code, *the court may grant a temporary restraining order, preliminary injunction, or permanent injunction* in accordance with the Rules of Civil Procedure." (Emphasis added.)

Wanfeng has elected the remedy of injunctive relief to obtain possession of its property in this matter. Federal case law in this district supports the availability of such relief. In *Bowling Green Metalforming*, this Court held that “the provisions in Ohio’s Replevin Statute are not the *sole* mechanism for recovering personal property” and therefore found “that the issuance of a temporary restraining order is appropriate.” *Bowling Green Metalforming*, 2008 WL 11378803, at *3 (emphasis original).

However, if for any reason the Court deems it necessary, Wanfeng seeks an Order of Possession in the alternative to its request for injunctive relief. Specifically, Wanfeng has met the procedural requirements of O.R.C. § 2737.03, which sets forth the requirements:

Any party to an action involving a claim for the recovery of specific personal property, upon or at any time after commencement of the action, may apply to the court by written motion for an order of possession of the property. The motion shall have attached to it the affidavit of the movant, his agent, or his attorney containing all of the following:

- (A) A description of the specific personal property claimed and the approximate value of each item or category of property claimed;
- (B) The specific interest of the movant in the property and, if the interest is based upon a written instrument, a copy of that instrument;
- (C) The manner in which the respondent came into possession of the property, the reason that the detention is wrongful and, to the best of the knowledge of the movant, the reason, if any, that the respondent may claim the detention is not wrongful;
- (D) The use to which the respondent has put the property, as determined by the movant after such investigation as is reasonable in the circumstances;
- (E) The extent, if any, to which the movant is or will be damaged by the respondent's detention of the property;
- (F) To the best of the movant's knowledge, the location of the property;
- (G) That the property was not taken for a tax, assessment, or fine pursuant to statute, or seized under execution of judgment against the property of the movant or, if so seized, that it is statutorily exempt from seizure.

Mr. Dornseifer’s Affidavit provides the required information. (Aff. ¶¶ 56-59.) Wanfeng is, therefore, entitled to an Order of Possession.

IV. CONCLUSION

For all the reasons outlined above, Wanfeng requests that this Court grant the injunctive relief requested by Wanfeng or, in the alternative, an Order of Possession. A proposed Temporary Restraining Order is submitted herewith.

Respectfully submitted,

/s/ Matthew D. Harper

Matthew D. Harper (0059192)

M. Charles Collins (0065077)

EASTMAN & SMITH LTD.

Attorneys for Plaintiff

One SeaGate, 24th Floor

550 North Summit Street

Toledo, Ohio 43604

Tel: (419) 241-6000

Fax: (419) 247-1777

Email: mdharper@eastmansmith.com

Email: mccollins@eastmansmith.com

/s/ Steven C. Powell

Steven C. Powell (MI Bar #P39433)

(pending admission *pro hac vice*)

Powell Murphy

40701 Woodward Avenue

Suite 301

Bloomfield Hills, Michigan 48304

248-723-4390 (ext. 202)

248-723-4391 (fax)

scpowell@powellmurphy.com

Attorneys for Plaintiff Zhejiang Wanfeng
Auto Wheel Co., Ltd.

PROOF OF SERVICE

This is to certify that a copy of the foregoing has been filed electronically this 4th day of May, 2020. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system. Finally, a copy of the foregoing was served by email to the following attorneys on behalf of the Defendant: Marty Howard (racelaw57@gmail.com), John Horvath (jhorvath@hlpc-law.com), and John P. "Jack" Riordan (JRiordan@foxrothschild.com).

/s/ Matthew D. Harper

An Attorney for Plaintiff Zhejiang Wanfeng
Auto Wheel Co., Ltd.