

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
WESTERN DIVISION

In re:	)	Chapter 11
BOLTA US LTD., ¹	)	Case No. 23-70042
Debtor.	)	Chief Judge Jennifer Henderson
WURTH LEASING GmbH & Co. KG,	)	Adv. Proc. No. _____
Plaintiff,)	
vs.	)	<u>COMPLAINT FOR DECLARATORY</u>
BOLTA US LTD.,	)	<u>RELIEF, DETINUE AND REPLEVIN,</u>
and	)	<u>CONVERSION, TORTIOUS</u>
BOLTA INVESTMENT, LTD.,	)	<u>INTERFERENCE WITH CONTRACT,</u>
and	)	<u>MONETARY DAMAGES, CIVIL</u>
SMP AUTOMOTIVE SYSTEMS	)	<u>CONSPIRACY AND INJUNCTIVE</u>
ALABAMA, INC.	)	<u>RELIEF</u>
Defendants.)	

SUMMARY OF THE ACTION²

1. Plaintiff Wurth Leasing GmbH & Co. KG (“**Wurth**”) brings this action to recover readily identifiable and unique equipment and tooling that was converted from it through the

¹ The last four digits of the Debtor’s tax identification numbers are 5583, and the location of the Debtor’s business is 1650 Boone Boulevard, Northport, Alabama 35476.

² The factual background regarding this action is set forth in detail in the Declaration of Christoph Neuß In Support of Complaint for Declaratory Relief, Detinue and Replevin, Conversion, Unjust Enrichment, Tortious Interference with Contract, Monetary Damages, Civil Conspiracy, and Injunctive Relief, which is attached hereto as **Exhibit A** (the “**Wurth Decl.**”), and which is fully incorporated herein by reference.

coordinated efforts of the Debtor and Defendant entities. Wurth leased the subject equipment and tooling to Bolta Werke GmbH (“**Bolta Germany**”) – a German affiliate of Debtor – pursuant to those certain “Purchase and Transfer Agreement (SLB)” (the “**SLBs**”) and that certain “business cycle management” agreement (as amended from time to time, the “**BCM Agreement**”). True and accurate copies of the SLBs and a true and correct copy of the BCM Agreement are attached to the Wurth Decl. collectively as **Exhibit A-1**.³ On information and belief, Bolta Germany then transferred the equipment and tooling to its American affiliate, Debtor/Defendant Bolta US Ltd. (“**Bolta US**”), to be used in Bolta US’s Tuscaloosa, Alabama facility for the manufacturing of certain high-end automotive parts. Subsequently, on information and belief, Bolta Germany and/or Bolta US fraudulently sold Wurth’s equipment and tooling to SMP Automotive Systems Alabama, Inc. (“**SMP**”) (collectively with Bolta US and Bolta Investment, Ltd. sometimes d/b/a Bolta Investment, Inc. (“**Bolta Investment**”), the “**Defendants**”).

2. Despite repeated demands to Defendants Bolta US and SMP for an immediate return of Wurth’s equipment and tooling, on information and belief, Bolta US wrongfully and without any compensation to Wurth continues to use Wurth’s equipment and tooling on a daily basis to make automotive parts for SMP. Wurth attempted to resolve this issue amicably in Fall, 2022 by requesting that SMP and/or Bolta US make Wurth whole. Defendants not only ignored Wurth’s request but – even worse – Bolta US failed to provide Wurth with absolutely any notice of Bolta US’s subsequent filing of this bankruptcy (the “**Bankruptcy Case**”): strongly suggesting a behind-the-scenes, coordinated effort with SMP to white-wash their fraudulent conduct and their unauthorized sale of Wurth’s equipment and tooling using the bankruptcy process. Indeed, in what

³ The original SLBs and the BCM Agreement all are in German. A courtesy copy of the SLBs and the BCM Agreement each translated into English is also provided for the Court.

appears to be an effort to cover the improper sale of Wurth's property, Bolta US designated SMP as the Stalking Horse Bidder to purchase substantially all of its assets free and clear of liens, claims, encumbrances and interests. Then, just four days later, Bolta US cancelled the auction and proclaimed SMP the Successful Bidder. All of this, once again, without any notice to Wurth, and despite Defendants' knowledge of Wurth's claim that its equipment and tooling had been wrongfully converted.

3. Accordingly, Wurth brings this action alleging claims for declaratory relief; detinue and replevin; conversion; tortious interference with contract; monetary damages; civil conspiracy; and injunctive relief related to Wurth's ownership of the equipment and tooling that has been and/or could potentially be improperly sold by Bolta US to SMP, or white-washed and wrongfully acquired by SMP using the bankruptcy sale process.

THE PARTIES

4. Würth Leasing GmbH & Co. KG (limited partnership) is duly incorporated under German law with its registered headquarter in Eislingen, Germany, registered at the registry court Ulm, Germany, HRA 531595 (as defined above, Wurth). Wurth partners with manufacturing entities in identifying and providing viable, pragmatic and cost-effective solutions to the manufacturer's needs, including but not limited to leasing to its customers specific and readily identifiable manufacturing equipment and tooling.

5. Defendant Bolta US is a Tier 1 and Tier 2 automotive parts supplier providing injection molding, chrome plating, and assembling of components for automotive original equipment manufacturers ("**OEM**") and various other Tier 1 suppliers, which in turn then supply to the OEMs. (*See Declaration of Jeffrey R. Truitt in Support of Chapter 11 Petition and First Day Motion* [Docket No. 22] ("**Truitt Decl.**"), at ¶ 8). The OEMs that ultimately purchase

products directly from Bolta US or through a Tier 1 supplier are predominately German OEMs with facilities located in the southeastern United States. *Id.* While from time-to-time, Bolta US may provide services for a few non-automotive customers, the vast majority of Bolta US's production is dedicated to the automotive industry. *Id.* Bolta US is a corporation organized and existing under the laws of the State of Delaware with its principal office located at 1650 Boone Boulevard, Northport, Alabama 35476. Bolta US may be served with process through its registered agent CT Corporation System at 2 North Jackson Street, Suite 605, Montgomery, Alabama 36104. As a courtesy, a copy of this Complaint was served on Bolta US's counsel in the Bankruptcy Case. Bolta US is the debtor-in-possession in the Bankruptcy Case.

6. SMP is a corporation organized and existing under the laws of the State of Delaware with its principal office located at 1855 Busha Highway, Marysville, Michigan 48040. SMP may be served through its registered agent CT Corporation System at 2 North Jackson Street, Suite 605, Montgomery, Alabama 366104. As a courtesy, a copy of this Complaint was served on SMP's counsel in the Bankruptcy Case. SMP is not only a creditor of Bolta US; according to Bolta US, at the time of Bolta US's chapter 11 filing SMP was - easily - the second largest unsecured creditor of Bolta US, owed over \$6.42 million. Not only that, SMP is the larger of the two (2) debtor-in-possession lenders, committed to lend over \$4.86 million to Bolta US to fund its Bankruptcy Case. Subsequently, Bolta US selected SMP to be the Stalking Horse Bidder at the auction sale for Bolta US's assets in the Bankruptcy Case. Bolta then promptly proclaimed SMP to be the Successful Bidder for the assets of Bolta US.

7. Bolta Investment is a corporation organized and existing under the laws of the State of Delaware with its principal office located at 1650 Boone Boulevard, Northport, Alabama 35476. Bolta Investment may be served with process through its registered agent CT Corporation System

at 2 North Jackson Street, Suite 605, Montgomery, Alabama 36104. As a courtesy, a copy of this Complaint was served on Bolta Investment's counsel in the Bankruptcy Case. Bolta Investment has appeared at one or more hearings in the Bankruptcy Proceeding, is the landlord of Bolta US's Tuscaloosa, Alabama manufacturing facility, and, allegedly, is an unsecured creditor of Bolta US.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157 and 1334(b), because it arises under title 11, arises in, and/or relates to the case under title 11, commenced and pending in the United States Bankruptcy Court for the Northern District of Alabama, Western Division, Case No. 23-70042.

9. This adversary proceeding is commenced under Federal Rule of Bankruptcy Procedure (the "**Bankruptcy Rules**") 7001(1), (2), (7) and (9).

10. The statutory basis for the relief sought herein are Sections 362, 363, and 541 of the United States Bankruptcy Code.

11. This adversary proceeding is a "core" proceeding to be heard and determined by the Court pursuant to 28 U.S.C. § 157(b)(2) and the Court may enter final orders for the matters contained herein.

12. Venue is proper in the Northern District of Alabama pursuant to 28 U.S.C. § 1408 and § 1409. This Court has the jurisdiction and the constitutional authority to hear and determine this proceeding and to enter appropriate orders and judgments subject to review under 28 U.S.C. § 158 and Wurth consents to this Court hearing and determining this proceeding and entering appropriate orders and judgments.

FACTUAL BACKGROUND

13. Bolta US was formed in 2014 to supply the needs of certain German-based OEMs with facilities in southeastern United States whose requirements in Europe were being supplied by Bolta Germany. Bolta Germany is owned and controlled by White Capstan, Ltd. a limited corporation organized under the laws of England and Wales (“**White Capstan**”). *See Truitt Decl.* at ¶ 10. Bolta US’s “front office” and “back office” (including strategic sales, design, project management, engineering, tooling, information technology, finance and accounting, and human resources) were either largely provided or supported by Bolta Germany, with the cost of said services charged to Bolta US by Bolta Germany. *Id.* Bolta Germany and Bolta Investment invested significant funds to construct and build-out the manufacturing facility used for Bolta US’s operations. *Id.*

14. Bolta US conducts its injection molding, chrome plating, and assembling from a leased facility located at 1650 North Boulevard, Northport, Alabama 35476, which it leases from Bolta Investment. Bolta Investment is qualified to do business in Alabama as “Bolta Investment, Inc.”, and is a related entity also ultimately owned by White Capstan which likewise is the ultimate owner of Bolta US. *See Id.* at ¶ 9. Bolta US also rents 7,500 square feet of warehouse space located at 502 Bear Creek Cutoff Road, Building #5, Tuscaloosa, Alabama 35405, on a month-to-month basis from Industrial Warehouse Services, Inc.

15. At various times during the period of 2017 through 2020, Wurth acquired, via the SLBs, certain readily identifiable equipment and tooling from Bolta Germany that Bolta Germany owned and made available to Wurth pursuant to the BCM Agreement. Wurth’s readily identifiable equipment and tooling which is the subject matter of this Complaint (together with any other identifiable equipment and tooling identified in discovery or otherwise, the “**Equipment and**

Tooling”) includes, but is not necessarily limited to, the items in list attached to the Wurth Decl. as **Exhibit A-2**.

16. Wurth remains in the process of identifying additional equipment and tooling that it believes was leased to Bolta Germany via the BCM Agreement and ultimately located at Bolta US’s Tuscaloosa manufacturing facility prior to its wrongful sale to SMP.

17. Under the BCM Agreement, the Equipment and Tooling would be used in making automotive parts for Bolta US’s customers, and Bolta Germany would make monthly payments to Wurth for use of the Equipment and Tooling.

18. Commencing in 2018 and continuing through August 2020, Bolta Germany transferred the Equipment and Tooling to Bolta US’s Tuscaloosa, Alabama facilities.

19. On or about September 27, 2021, as a result of the significant downturn in European automotive production caused by the COVID-19 pandemic and the corresponding shutdowns, as well as the international shortage of microchip processors and related factory and supply chain interruptions, Bolta Germany filed a preliminary German insolvency proceeding. *See Truitt Decl.* at ¶ 11.

20. On December 1, 2021, Bolta Germany opened a regular German insolvency proceeding. *Id.* Through the first few months following the opening of the German insolvency proceeding, Bolta Germany continued to make regular monthly payments to Wurth Leasing pursuant to the BCM Agreement.

21. On or about May 4, 2022, Bolta Germany’s insolvency administrator advised Wurth that Bolta Germany would no longer make payments to Wurth as required under the BCM Agreement because the Equipment and Tooling had been sold to SMP. A copy of this correspondence from the law firm of Schultze & Braun is attached to the Wurth Decl. as **Exhibit**

A-5. This was shocking news to Wurth, as Bolta Germany had no right or ability to convey the Equipment and Tooling to SMP or anyone else.

22. On information and belief, sometime in the Summer, 2022, a purchaser bought substantially all the assets of Bolta Germany. *Id.* The remaining assets of Bolta Germany are being wound down by an administrator in Germany.⁴

23. Following discovery of the alleged wrongful conveyance, on or about October 6, 2022, counsel for Wurth sent a notice of default and demand letter to Bolta US regarding the improper sale of its Equipment and Tooling by Bolta US and/or Bolta Germany to SMP (“**Notice of Default**”). A copy of the Notice of Default is attached Wurth Decl. as **Exhibit A-6**. Wurth made clear that it never consented to the sale of its Equipment and Tooling and the act of such constituted a breach of the BCM Agreement and conversion of Wurth’s personal property. Wurth demanded that Bolta US immediately cease use of the Equipment and Tooling; surrender or make available for recovery the Equipment and Tooling; and cure any outstanding payment defaults under the BCM Agreement.

24. Bolta US failed and refused to cease its illegal use of Wurth’s Equipment and Tools, to return possession of same to Wurth, or to cure any outstanding payment defaults under the BCM Agreement.

25. On or about October 11, 2022, counsel for Wurth also sent a demand letter to SMP for payment of Wurth’s Equipment and Tooling illegally sold to SMP (“**Demand Letter**”). A copy of the Demand Letter is attached to the Wurth Decl. as **Exhibit A-7**.

⁴ Upon information and belief, the Equipment and Tooling, and the related BCM Agreement, were not sold by the administrator in Germany and are not being administered or wound down by the administrator.

26. SMP knew, or should have known, that Bolta Germany and/or Bolta US did not own or have the right to sell it Wurth's Equipment and Tooling. First, Bolta US, through its lawyers,⁵ previously filed financing statements⁶ in the State of Alabama to establish that Bolta Germany's leasehold interest in the Equipment and Tooling was the subject of the BCM Agreement. Second, on information and belief, much of Wurth's Equipment and Tooling bore markings and/or stickers further providing notice of Wurth's ownership.

27. On or about December 20, 2022, counsel for SMP responded to the Demand Letter by stating that it "purchased the tools at issue from Bolta Germany pursuant to arms' length transactions" and denied any liability from the illegal sale. *See* SMP's response to Demand Letter, a copy of which is attached Wurth Decl. as **Exhibit B**. SMP also requested documentation evidencing Wurth's ownership of the Equipment and Tooling, which Wurth's counsel provided to counsel for SMP on December 28, 2022. At no time, did SMP disclose that in addition to being one of its largest customers, SMP was also one of Bolta US's largest creditors. Indeed, at that very time (in October through December 2022), SMP was lending substantial sums to Bolta US, a fact not disclosed to Wurth by SMP – or by Bolta US. Nor did SMP disclose it would be a potential bidder for Bolta US's assets in the Bankruptcy Case filed just a couple weeks later. SMP's failure to notify Wurth of these facts, coupled with Bolta US's inexplicable failure to schedule Wurth as a party to receive notice of the Alabama bankruptcy proceedings, is *prima facie* evidence of a concerted effort to wrongfully collude and convert Wurth's Equipment and Tooling.

⁵ The face of the financing statements bear the statement that they were prepared by attorney Bryan P. Winter of Winter McFarland, LLC, whom Bolta US has retained and employed as an ordinary course professional in its Bankruptcy Case. Bolta US lawyers Winter McFarland and McDonald Hopkins received the Notice of Default in the Fall of 2022.

⁶ A copy of one of the financing statements is attached to the Wurth Decl. as **Exhibit A-4** as an exemplar, which, like the other financing statements bears the Winter McFarland information.

28. On January 13, 2023 (the “**Petition Date**”), Bolta US filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Bolta US is continuing in possession of its property and is operating and managing its business as a debtor in possession, pursuant to sections 1107 and 1108 of the Bankruptcy Code.

29. As set forth above, Bolta US is a Tier 1 and Tier 2 automotive parts supplier providing injection molding, chrome plating, and assembling of components for automotive OEMs and various Tier 1 suppliers, which in turn supply OEMs. SMP is one of Bolta US’s three largest customers. *See Debtor’s Motion for Interim and Final Orders: (I) Authorizing Debtor to Obtain Secured Postpetition Financing and Use of Postpetition Cash Collateral; (II) Granting Adequate Protection; (III) Authorizing and Approving the Security Agreement; (IV) Modifying the Automatic Stay; (V) Setting a Final Hearing; and (VI) Granting Related Relief* [Docket No. 23] (the “**Postpetition Financing Motion**”) at ¶ 8.

30. As of the Petition Date, Bolta US stated it was obligated to SMP in the amount of \$6,251,238 plus accrued interest and expenses for certain unsecured loans made by SMP to Bolta commencing in January 2022 and continuing until December 2022, as evidenced by various Draw-To Notes (the “**Draw-To Notes**”) executed by Bolta US in favor of SMP.

31. As of the date of this Complaint, Wurth has not received any formal notice of Debtor’s Bankruptcy Case, notwithstanding Bolta US’s undeniable notice of Wurth’s claim of ownership to the Equipment and Tooling that Bolta US now seeks to sell as part of the bankruptcy sale process.

32. As of the date of this Complaint, Wurth is not listed on Debtor’s schedules as a creditor or party in interest or counterparty to any executory contract or unexpired lease.

33. As of the date of this Complaint, Wurth is not listed on Debtor's Statement of Financial Affairs as a party whose property Debtor holds or controls or that such other entity owns (including any property borrowed from, being stored or held in trust).

34. On March 24, 2023, Debtor, after consultation with the Official Committee of Unsecured Creditors, selected SMP to serve as the Stalking Horse Bidder. *See Notice of Filing of Stalking Horse Purchase Agreement* [Doc. No. 320].

35. On March 28, 2023, Debtor cancelled the Auction and named SMP the Successful Bidder for its assets. *See Notice of Cancellation of Auction and Notice of Successful Bidder* [Doc. No. 330].

36. As of the date of this Complaint, Bolta US has failed and refused to surrender or make available for recovery Wurth's Equipment and Tooling.

37. As of the date of this Complaint, Bolta US has failed and refused to cure any outstanding payment defaults under the BCM Agreement.

38. As of the date of this Complaint, SMP has failed and refused to acknowledge Wurth's rightful ownership of the Equipment and Tooling and/or offer any compensation to Wurth for the Equipment and Tooling that it converted.

39. Upon information and belief, as of the date of this Complaint, Bolta US continues to use Wurth's Equipment and Tooling to make automotive parts for its customers, including SMP.

FIRST CLAIM FOR RELIEF – DECLARATORY JUDGMENT
(Against all Defendants)

40. Wurth incorporates all preceding paragraphs as if fully re-alleged herein.

41. A definite and concrete and real and substantial justiciable controversy exists between Wurth and Defendants regarding ownership and use of the Equipment and Tooling.

42. Wurth has a legal interest in this controversy and is entitled to declaratory relief. The relief Wurth seeks is based upon the aforementioned statement of facts which have accrued and is opposed to the interest(s) of Defendants.

43. Pursuant to 28 U.S.C. § 2201(a) and Ala. Code 1975 § 6-6-220 *et seq.*, judgment should be entered in favor of Wurth and against Defendants declaring that (i) Wurth is the lawful owner of the Equipment and Tooling, and (ii) the Equipment and Tooling may not be sold, transferred, or otherwise disposed of as part of Debtor's Bankruptcy Case.

SECOND CLAIM FOR RELIEF – DETINUE AND REPLEVIN
(Against Bolta US and Bolta Investment)

44. Wurth incorporates all preceding paragraphs as if fully re-alleged herein.

45. Wurth purchased the Equipment and Tooling from Bolta Germany pursuant to the SLBs and the BCM Agreement and is the lawful owner of same.

46. Wurth is entitled to immediate possession of the Equipment and Tooling and has requested such in its October 6, 2022 Notice of Default.

47. Bolta US continues to unlawfully possesses the Equipment and Tooling at its facility in Tuscaloosa, Alabama facility owned by Bolta Investment.

48. Wurth has been damaged and continues to be damaged by Bolta US's refusal to return the Equipment and Tooling or otherwise relinquish their possessory interest in them. Moreover, Wurth has been and continues to be damaged by the use of its Equipment and Tooling by Bolta US to benefit themselves and SMP by making automotive parts for SMP.

49. Pursuant to Ala. Code 1975 § 6-6-250, Wurth is entitled to a judicial seizure of the Equipment and Tooling prior to an entry of judgment. Pursuant to Alabama Rule of Civil Procedure 64(b)(1), the Wurth Decl. is attached hereto as **Exhibit A**.

THIRD CLAIM FOR RELIEF – CONVERSION
(Against Bolta US and SMP)

50. Wurth incorporates all preceding paragraphs as if fully re-alleged herein.

51. Wurth is the rightful owner of the Equipment and Tooling and is entitled to immediate possession of same.

52. Bolta US and SMP have wrongly asserted ownership, possession, and/or dominion over the Equipment and Tooling, including but not limited to:

- SMP has illegally asserted ownership of the Equipment and Tooling;
- Bolta US has wrongfully detained the Equipment and Tooling at its Tuscaloosa, Alabama facility and refuses to relinquish possession to the rightful owner – Wurth; and
- Bolta US and SMP continue to illegally use the Equipment and Tooling to benefit themselves by making automotive parts for SMP and other customers.

53. As a direct and proximate result of Bolta US's and SMP's conversion of Wurth's Equipment and Tooling, Wurth has suffered monetary damages in excess of \$75,000 USD in an amount to be proven at trial.

54. Bolta US and SMP converted Wurth's property in knowing violation of Wurth's rights and their conduct exhibits malice, willfulness, and insult such that punitive damages and an award of attorneys' fees are appropriate.

FOURTH CLAIM FOR RELIEF – UNJUST ENRICHMENT
(Against Bolta US and SMP)

55. Wurth incorporates all preceding paragraphs as if fully re-alleged herein.

56. Bolta US knowingly accepted and retained the benefit of using Wurth's Equipment and Tooling transferred to it by Bolta Germany.

57. SMP knowingly accepted and retained the benefit of Bolta US's illegal use of Wurth's Equipment and Tooling to make automotive parts for SMP and its customers.

58. Bolta US knowingly accepted and retained the benefit of the illegal sale of Wurth's Equipment and Tooling to SMP.

59. Wurth has a reasonable expectation of compensation for the use and/or sale of its Equipment and Tooling and for required payments under the BCM Agreement.

60. As a direct and proximate result of Bolta US and SMP's unjust retention and use of the Equipment and Tooling, Wurth has suffered monetary damages in an amount to be determined at trial.

FIFTH CLAIM FOR RELIEF – TORTIOUS INTERFERENCE WITH CONTRACT
(Against Bolta US and SMP)

61. Wurth incorporates all preceding paragraphs as if fully re-alleged herein.

62. The SLBs and BCM Agreement constitute valid and binding contracts between Wurth and Bolta Germany.

63. Bolta US and SMP had knowledge of the BCM Agreement and Wurth's ownership of the Equipment and Tooling.

64. Bolta US and SMP intentionally interfered with the BCM Agreement, including but not limited to, by fraudulently selling the Tooling and Equipment to SMP and illegally possessing and using the Equipment and Tooling at Bolta US's Tuscaloosa, Alabama facility without compensation to Wurth.

65. Bolta US and SMP were not justified in their interference of the BCM Agreement.

66. As a direct and proximate result of Bolta US's and SMP's tortious interference, Wurth has suffered monetary damages in an amount to be determined at trial.

67. The intentional tortious conduct by each of Bolta US and SMP exhibit malice, willfulness, and insult such that punitive damages and an award of attorneys' fees are appropriate.

SIXTH CLAIM FOR RELIEF – CIVIL CONSPIRACY
(Against Bolta US and SMP)

68. Wurth incorporates all preceding paragraphs as if fully re-alleged herein.

69. Bolta US and SMP conspired and engaged in concerted actions to interfere with Wurth's possessory and ownership interests of the Equipment and Tooling.

70. Bolta US and SMP's actions constitute unlawful means which were perpetrated for the unlawful purpose of tortiously interfering with the SLBs and BCM, converting Wurth's property, and white-washing the fraudulent transfer of the Equipment and Tooling to SMP through this Bankruptcy Case

71. As a direct and proximate result of Bolta US and SMPs conspiracy and unlawful actions, Wurth has suffered monetary damages in an amount to be determined at trial.

72. The intentional tortious conduct by each of Bolta US and SMP exhibit malice, willfulness, and insult such that punitive damages and an award of attorneys' fees are appropriate.

SEVENTH CLAIM FOR RELIEF -- INJUNCTIVE RELIEF
(Against all Defendants)

73. Wurth incorporates all preceding paragraphs as if fully re-alleged herein.

74. There is a substantial likelihood by clear and convincing evidence that Wurth will prevail on the merits of this action.

75. Permitting Defendants to continue to illegally use Wurth's Equipment to their benefit and Wurth's detriment and in violation of the BCM Agreement as well as permitting the potential fraudulent purchase of the Equipment and Tooling by SMP as part of this Bankruptcy Case will cause irreparable harm to Wurth.

76. Wurth has no adequate remedy at law.

77. The balance of harms to Defendants and the public weighs in favor of granting injunctive relief to Wurth.

78. The public has an interest in property rights being protected and illegal and fraudulent transfers of property being stopped.

79. Wurth is entitled to immediate preliminary, and permanent injunctive relief.

DEMAND FOR RELIEF

WHEREFORE, Plaintiff Wurth respectfully requests that the Court enter judgment in its favor and against Defendants, as follows:

1. On Wurth's First Claim for Relief, a declaratory judgment that (i) Wurth is the lawful owner of the Equipment and Tooling, and (ii) the Equipment and Tooling may not be sold, transferred, or otherwise disposed of as part of Debtor's Bankruptcy Case;

2. On Wurth's Second Claim for Relief, an Order directing Bolta US and Bolta Investment to return the Equipment and Tooling to Wurth;

3. On Wurth's Third Claim for Relief, should the Equipment and Tooling fail to be returned to Wurth, in the alternative, a judgment for compensatory and punitive damages in an amount to be determined at trial for the value of the Equipment and Tooling and for damages resulting from Bolta US's and SMP's interference with Wurth's right to possession of the Equipment and Tooling;

4. On Wurth's Fourth Claim for Relief, a judgment for damages in an amount to be determined at trial for Bolta US's and SMP's improper use of Wurth's Equipment and Tooling;

5. On Wurth's Fifth Claim for Relief, a judgment for compensatory and punitive damages in an amount to be determined at trial for Bolta US and SMP's tortious interference with the BCM Agreement;

6. On Wurth's Sixth Claim for Relief, a judgment for damages in an amount to be determined at trial for Bolta US's and SMP's civil conspiracy;
7. On Wurth's Seventh Claim for Relief, for an Order of preliminary and permanent injunctive relief, enjoining Defendants from continued use of the Equipment and Tooling;
8. An award of pre- and post-judgment interest as provided by the BCM Agreement and/or applicable law;
9. An award of punitive damages and attorneys' fees resulting from Bolta US and SMP's fraudulent conduct which exhibits malice, willfulness, and insult;
10. An award of Wurth's costs incurred in pursuing this action, including reasonable attorneys' fees pursuant to Ala. Code 1975 § 6-6-260; and
11. Granting Wurth such other and further legal and/or equitable relief as the Court deems just and proper.

DATED: April 4, 2023

Respectfully submitted,
/s/ Xan Ingram Flowers

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CERTIFICATE OF SERVICE

I hereby certify that on this day a copy of the foregoing was served electronically in accordance with the method established under this Court's CM/ECF Administrative Procedures upon all parties in the electronic filing system in this case. In addition, the foregoing was served via regular U.S. Mail, postage prepaid, upon those parties identified on the Service List attached hereto, and consistent with the requirements of Rule 4001(a)(1) of the Federal Rules of Bankruptcy Procedure.

Dated: April 4, 2023

Respectfully Submitted,

/s/ Xan Ingram Flowers

*One of the Attorneys for Wurth
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